

PROFESSIONAL SERVICES AGREEMENT

For the Management of

Centennial Park Golf Course – Town of Munster, IN

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of this 29 day of January 2026, by and between the Town of Munster, IN, an Indiana municipal corporation, having an address of 1005 Ridge Road, Munster, IN 46321 ("Owner"), and Orion Management Solutions IN, Inc., an Indiana corporation, having a mailing address of 12120 State Line Road, #363, Leawood, KS 66209 ("Orion").

Recitals

A. Owner desires to promote and provide for the management of Centennial Park Golf Course, located at 1005 S. Centennial Drive, Munster, IN 46321, including, but not limited to, golf course, pro shop, maintenance building, golf cart storage garage, driving range, and appurtenances (collectively referred to as the "Facility").

B. Orion is a professional golf course management company duly organized, validly existing, and in good standing under the laws of the State of Indiana, whose principals have experience and expertise related to golf course management and promotion.

C. Owner desires to retain Orion to manage and operate the Facility on behalf of Owner pursuant to the terms and conditions of this Agreement.

Agreement

The parties agree as follows:

1. TERM OF AGREEMENT. The term of this Agreement shall begin on the 2nd day of March 2026 (the "Start Date"), and shall end at 11:59 p.m. on January 31st, 2031, subject to the termination provisions stated herein. If, on or before the expiration of the original term of this Agreement, the parties shall agree to mutually acceptable terms for a new Schedule of Fixed And Contingent Management Fees for the fiscal years 2031 - 2036, then this Agreement shall be extended for an additional five year term, and all terms and conditions of this Agreement between Owner and Orion, other than the terms and conditions set forth in paragraph 7.c. or otherwise agreed upon shall remain as set forth herein. In no event shall the term of this Agreement exceed ten (10) years. This Agreement is specifically conditioned upon an annual appropriation by Owner and in the event that the Owner shall, in its sole and exclusive discretion, determine not to make an annual appropriation of funds necessary for this Agreement, then this Agreement shall terminate and be null and void as of the last day of the fiscal year for which the golf course operation was funded. In the event Owner fails to

approve appropriation of funds provided for in this Agreement for any year, Owner will pay Orion the applicable Monthly Management Fee for three months thereafter, provided that such three-month period remains within the term of this Agreement. In the event that Owner shall cease to own the Facility or the real estate upon which the Facility is located, then this Agreement shall terminate sixty (60) days after Owner notifies Orion of such ownership change. In the event that a determination is made by the Owner to discontinue its ownership of the Facility, Owner agrees that it will consider sale of the Facility to Orion among its options, as permitted by law. The preceding sentence shall not be construed so as to create a right of first refusal or an option to purchase on behalf of Orion.

2. SERVICES TO BE PERFORMED BY ORION. During the term of this Agreement, Orion shall operate the Facility, which shall include, but not be limited to, the collection and disbursement of all monies, the employment of all employees, the promotion and management of the golf course, the purchase and sale of food, beverages, merchandise, supplies and services, the purchase and maintenance of insurance coverage for its operations and equipment, the handling of disputes with third parties, the collection and payment of all appropriate taxes, the securing of all appropriate licenses, permits and approvals, and the performance of all other day-to-day activities relative to the Facility. With respect to the operation of the Facility, the parties hereto agree as follows:

a. Owner Authorization. Owner hereby grants and delegates to Orion the authority and the responsibility necessary to permit Orion to perform its duties under this Agreement and agrees to take such additional steps as are necessary to evidence such delegation and authorization as are reasonably requested by Orion. Owner hereby grants to Orion the exclusive right to use, occupy, and manage the Facility according to the terms of this Agreement for the term of this Agreement. Orion shall, upon the expiration or prior termination of this Agreement, vacate and surrender the Facility to Owner.

b. Major Decisions. From time to time, Orion shall submit to Owner for approval proposals for major activities, improvements, or events, including, but not limited to, capital improvements and expenditures and the Proposed Annual Budgets (as defined in subparagraph 2.d. below). All major proposals shall be prepared with the advice and counsel of Owner, based on what Orion believes to be reasonable assumptions and projections, and delivered to Owner for Owner's review. Orion shall secure in writing Owner's prior approval of all such major proposals. Orion shall, to the best of its ability, operate the Facility in accordance with the major policy decisions approved by Owner.

c. Operational Guidelines. Orion shall develop a set of written guidelines ("Operational Guidelines") for the Facility. The Operational Guidelines shall include information necessary for the operation of the Facility, including, but not limited to, operation and maintenance of the golf course, the maintenance facility, the pro shop, and other operations of the Facility, the hours of operation, and other policies relating to the operation of the Facility. Upon development of the Operational Guidelines, same shall be submitted to Owner for approval and shall become effective only upon written approval by Owner, which approval shall not be

unreasonably withheld or delayed.

d. Annual Budgets. Owner's fiscal year is January 1-December 31, with the statutory budget process completed in August for the following calendar year, as required by law. As a result, not later than April 1st of each calendar year during the term of this Agreement, Orion shall submit a proposed operating budget (the "Proposed Annual Budget") to Owner for the upcoming calendar year. The Proposed Annual Budget shall be presented in reasonable detail and shall specify the following: (i) the amount of working capital required to continue operations of the Facility for the upcoming calendar year in light of all major policy decisions; (ii) suggested rates for green fees, memberships fees, driving range fees, etc. (Notwithstanding the suggested rates listed in the Proposed Annual Budget, Owner encourages the implementation of dynamic pricing to ensure the value reflective of market conditions is realized with the consideration of extended opportunities to reserve tee times at premium rates); (iii) all anticipated expenses required to maintain a reasonable level of equipment, supplies, and inventory; (iv) all employee positions/titles and annual salaries/hourly rates; and, (v) all projected expenses for long term capital improvements and equipment. Owner shall approve or reject/modify the Proposed Annual Budget, in writing, by June 1st, annually. Owner shall specify, in writing, the basis for any rejected/modified item in the Proposed Annual Budget. The Proposed Annual Budget and any amendments, once approved by Owner and Orion, shall be referred to as the "Annual Budget". In the event that the Owner and Orion are unable to reach agreement regarding the Annual Budget, then either party may notify the other in writing by July 15th of their intent to terminate, and this Agreement shall terminate on December 31st of the then current calendar year.

e. Promotion of Golf Activities. Orion shall develop the ongoing marketing plan for the Facility and define a schedule of marketing and advertising activities, which shall be submitted to Owner as part of the Proposed Annual Budget. Orion shall coordinate with and direct to Owner all work done in the promotion, advertisement, and public relations with respect to the Facility. Orion shall coordinate the creation or modification of graphics, logos, and other visual materials for letterheads, envelopes, temporary and permanent signs, brochures, information profiles, progress reports, press releases, and bulletins. Orion shall maintain and develop the Facility's website and customer database. Orion will use reasonable efforts (as limited by Annual Budgets) to ensure that the Facility will be favorably presented in print and communications media. For purposes of clarity, the Facility's website, URL, customer database, and other intellectual property are owned in full, solely, and exclusively by Owner. Orion shall not be permitted to access or use the Facility's customer database for marketing any corporate program of Orion (other than for the exclusive benefit of the Facility) or for any other golf course or clubhouse for which Orion provides services, except as otherwise approved by Owner in writing. Orion shall indicate on the premises that the Facility is being managed by Orion. All materials or items developed pursuant to this paragraph shall be the exclusive property of Owner and shall be shown to Owner prior to dissemination.

f. Facility Personnel. As part of the Proposed Annual Budget, Orion shall determine

personnel requirements, recruitment schedules, and compensation levels for all personnel; provided, however, that unless otherwise approved by Owner, compensation levels shall be commensurate with the Town's Salary Ordinance, as amended. Orion shall furnish job descriptions, performance appraisal procedures, employee benefit programs, and operational and procedural manuals for all personnel. Orion shall further hire, promote, discharge, and supervise all Facility staff, including all on-site management personnel, golf professional staff, assistant golf professional staff, golf course superintendents, food and beverage staff, house and grounds maintenance personnel, janitorial staff, and others deemed by Orion to be appropriate for the efficient operation of the Facility and to the extent authorized by the Annual Budget for the Facility as approved by Owner; provided, however, that Owner shall have the right to approve the selection or removal of the golf course head professional, general manager, and golf course superintendent, such approval not to be unreasonably withheld or delayed. All Facility personnel shall be hired by and be employees of Orion, except that Orion may, in its discretion, elect to have some routine functions, such as janitorial functions, performed by independent contractors rather than employees. Owner shall have no obligation regarding payment of payroll, payroll taxes, withholdings, benefits, worker's compensation, or the like, related to employees of the Facility. Orion will not prevent any of the personnel employed at the Facility from going to work for Owner or another management company in the event this Agreement expires or is terminated. At termination, Owner and Orion shall have the right to offer employment to any employee of the Facility. During the term of this Agreement, Orion shall not remove or relocate the General Manager and/or the golf course superintendent of the Facility to another Facility managed by Orion without obtaining prior Owner consent, which will not be unreasonably withheld or delayed.

g. Food, Beverage and Merchandise. To the extent permitted by law, Owner shall permit the sale of food, beer, wine, and liquor at the Facility. Orion shall authorize and require the General Manager of the Facility to apply for, obtain, and maintain at all times all alcoholic beverage permits required by the State of Indiana Alcohol and Tobacco Commission to purchase, sell, and serve alcoholic beverages at the Facility, including but not limited to: (i) an Alcoholic Beverage Employee Permit in the General Manager's individual name (permits serving of alcohol; 3 yr. term); and (ii) an Alcoholic Beverage Facility Permit submitted by the facility manager, in Owner's name (permits purchase of alcohol from distributors, on-site sales, and requires supervision of employee servers; 1 yr.. permit). Orion shall, at all times, confirm that all applicable employees hold a current, valid Indiana Alcoholic Beverage Employee Permit, and Orion shall retain a copy of each Employee Permit on file at the Facility for presentation upon request to Owner or proper authorities. Owner shall cooperate with Orion in obtaining and maintaining such licenses, permits, and approvals. Orion shall comply with all laws relating to the sale of alcoholic beverages. In addition, Orion shall purchase and sell such other food, beverages, and merchandise at the Facility for such prices as Orion deems prudent.

h. Environmental Restrictive Covenant (ERC). The Facility is located on a landfill that the Town closed in 2004. The site includes underground pipes that currently collect the

landfill's methane byproduct (gas) and use microturbines to convert it to electricity for use for the Facility's irrigation system. The closure plan, including the end-use as a 9-hole golf course and related amenities, met all requirements of the Indiana Department of Environmental Management (IDEM). Table 1, below, was approved by IDEM for post-closure-end-use planning for the areas identified as the "Golf Course" and "Standard Final Cover" (areas around/adjacent to the golf course). Orion shall maintain and develop the Facility in compliance with the ERC and Table 1, below. For purposes of clarity, essentially no deep-rooted vegetation (trees, shrubs, etc.) shall be planted on the Facility property. If at any time during the term of this Agreement, Orion becomes aware of the presence of a hazardous material in a quantity sufficient to require remediation or reporting under environmental law or this ERC in, on, or under the facility, Orion shall notify Owner and Owner, at its sole expense, shall use all commercially reasonable efforts to carry out and complete any required investigation, removal, remediation, repair, closure, detoxification, decontamination, or other cleanup of the Facility. Owner acknowledges and agrees that Owner shall be solely responsible for any legal or other liability arising out of the presence of any hazardous material in, on, or under the Facility.

Table 1
Munster Landfill
Comparison Between Golf Facility and Standard Final Cover
for Old Part of Landfill

Note: The term, growing season, used in the table below, refers to the months of April through October. Non-growing season refers to November through March.

Golf Course	Standard Final Cover
General Maintenance	
During growing season; daily inspection of cover and vegetation, at least weekly mowing, repairs on an as-needed basis. During non-growing season, periodic inspections and repairs as needed.	Inspection and mowing twice a year; Repairs after inspections.
Water management.	
During growing season, soil water balance optimized for vegetation growth and health based on daily weather and soil water measurements. In situ soil moisture probes and on-site weather station are utilized. Irrigation is done only if probes indicate a shortfall of water for plant health. During non-growing season, soil water balance is dependent on natural weather conditions.	Soil water balance is dependent entirely on natural weather conditions.
Stormwater inlets are used to collect surface runoff and divert it to solid, drainage pipes which carry the stormwater off the landfill. Maximum overland flow distance to inlets is 100 feet.	Runoff occurs entirely by overland sheet flow and surface drains. Overland travel distances range up to 600 feet across the landfill surface.
HELP model indicates percolation through the cap will be similar to or lower than standard final cover because of better protection for the clay cap barrier (see below).	HELP model indicates that percolation through cap will be on the order of 5 inches per year for a "typical" annual rainfall of 35 inches.
Cover Soils	
Clay cap barrier layer is protected from freeze-thaw and wet-dry cycles by minimum of 2½ feet of overlying soils for golf course.	Clay cap barrier layer is located at the surface of the landfill within the frost depth zone and may be subject to wet-dry cycles.
Vegetation	
Dense turf grass maintained over main playing areas with other, high-quality grasses established over out of bounds areas. As noted above, vegetation will be inspected daily during growing season and maintained	Long-term vegetation will consist of mixture of grass and weeds, mowed twice a year. Additional seeding done to repair areas noted in semi-annual inspections as lacking vegetative cover.

i. Accident Prevention and Notification. Precautions shall be exercised at all times for the protection of Orion's employees, and Orion shall exercise applicable standard of care when performing services near property and persons at the Facility. In the event of accidents which involve personal injury to a member of the public and/or private or public property damage in any way related to Orion's performance under this Agreement, Orion, upon witnessing or being made aware of the accident shall notify Owner as soon as practicable but not exceeding 72 hours after incident. Orion shall provide such accounting of details and/or copies of written accident and other reports in Orion's possession, as Owner may reasonably require. Orion shall preserve and maintain all photographs and videos related to the accident acquired or discovered during Orion's investigation. Orion shall provide Owner copies of any documents related to the accident at the same time that the reports and/or information are forwarded to any other interested party.

j. Town-Sponsored Non-Golf Events in Centennial Park. Orion shall provide staff (including on-site management, bartenders, servers), food, and beverages for Town-sponsored non-golf events at Centennial Park. Most of these events require staff to operate a beer garden, including paying the expenses for and realizing the revenue from the beer garden. All expenses and revenues related to these events shall be included in the Expenses and Revenues of the Facility, as set forth in subparagraph 2.d., paragraph 3, and subparagraph 7.b. of this Agreement.

k. Centennial Park Marquee. Orion shall be responsible for the routine changing of the Centennial Park marquee.

l. Local High School and College Golf Teams. The golf course and driving range are utilized by the mens' and womens' golf teams from Munster High School, Thornton Fractional South High School (TF South), and Purdue Northwest University (PNW) during the spring and fall sports seasons on weekdays for practices and matches ("home" course). Munster's teams use the golf course (no carts) and driving range during the sports seasons at no cost. TF South's and PNW's teams are charged a flat fee by the golf management company for use of the golf course (no carts) and the driving range. Orion will adhere to and honor the current fee structures through calendar year 2026. Proposed fee structures for calendar year 2027 and after shall be discussed and agreed to in writing by Orion and Owner.

m. Discounts to Town Employees, Officials, and Members of Boards and Commissions. The Town of Munster Salary Ordinance provides that all current elected officials, members of Boards and Commissions, regular full-time employees, and non-probationary members of the Fire Department in good standing (collectively "Town Employees") shall elect to receive discounts to utilize the golf course and driving range. Owner will provide Orion a current copy of the Town Salary Ordinance and a list of current Town Employees, which Owner shall regularly update. Orion will adhere to and honor appropriate discounts per the Salary Ordinance and will track the use and the associated value per Town Employee and provide Owner an annual report by December 1 each year so that Owner may properly include the

value of the discount as imputed income on the individual Town Employee's W-2 forms. The discounts set forth in this subparagraph and the Town Ordinance shall not apply to leagues, outings, or similar events.

n. License Plate Registrations. Orion shall register golfers having a membership to the golf course or driving range via the Town's parking management registration website. Orion shall also validate daily parking for paying golfers and driving range users (non-members).

o. Prior Commitments. The Facility has previously booked events, outings, commitments, agreements, and similar prior commitments that will continue and/or take place during the term of this Agreement. Orion will adhere to and honor the prior commitments and collect any outstanding receipts as Revenue of the Facility, as set forth in subparagraph 2.d., paragraph 3, and subparagraph 7.b. of this Agreement

p. Sharing of Maintenance Building, Yard, and Equipment. Orion, Munster Parks Maintenance, and the Munster Fire Department Station #3 shall share the use of the maintenance building and maintenance yard located at 10121 Calumet Ave. (SE corner of Centennial Park), including sharing of the equipment in the building (i.e. trucks, utility vehicle, etc.). Orion shall maintain all equipment used for maintenance and operations of the Facility, and any such costs shall be an Expense of the Facility, as set forth in subparagraph 2.d., paragraph 3, and subparagraph 7.b. of this Agreement.

q. Fuel Tank Usage. Orion and the Munster Park Department shall share the use of the fuel tank located at the maintenance building located at 10121 Calumet Ave. (SE corner of Centennial Park) for the Facility and Centennial Park. Orion and the Munster Park Department shall each be responsible for payment of the total fuel cost for 6 months of each year during the term of this Agreement. The Park Department shall be responsible for direct payment to Owner's fuel vendor for the total fuel usage from October 1 – March 31, each year. Orion shall be responsible for direct payment to Owner's fuel vendor for the total fuel usage from April 1 – September 31, each year, which shall be an Expense of the Facility, as set forth in subparagraph 2.d., paragraph 3, and subparagraph 7.b. of this Agreement.

r. Utilities. Owner provides and pays for the utility services to the Facility, including electric and gas (NIPSCO), water (Town of Munster), trash disposal (Illiana Transfer), internet (Comcast, not including Cable), and phone service (VOIP). Orion shall have no responsibility for the physical payment of these utility services for the Facility; however, the combined utility expense each month/year shall be an Expense of the Facility, as set forth in subparagraph 2.d., paragraph 3, and subparagraph 7.b. of this Agreement.

For calendar years 2026 and 2027, the combined total utility expense to be imputed for services to the Facility for electric and gas (NIPSCO), water (Town of Munster), internet (Comcast), and phone service (VOIP) shall be two-thousand six hundred dollars (\$2,600.00) per month.

This amount shall be reviewed and adjusted, as needed, by March 15 each year, beginning in 2027, so the updated utility expense amount may be included in the Annual Budget for the following calendar year.

s. Irrigation System. Orion and the Munster Park Department maintenance staff shall coordinate the rental of a compressor for the start-up and winterization of the irrigation systems that service the golf course/driving range, and Centennial Park. The Munster Park Department shall pay all rental costs for the compressor; however, the Facility staff and Park Department staff shall each provide the labor to operate the compressor for the start-up and winterization of the golf course/driving range and Centennial Park, respectively.

3. NET CASH FLOW. On the 15th day of each calendar month during the term of this Agreement, Orion shall provide to Owner a statement of the Net Cash Flow from the Facility, determined in accordance with the provisions of this paragraph, for the period ending on the last day of the preceding calendar month. For example, on April 15 of each year, Orion shall provide to Owner a statement of the net cash flow for the month of March. At any time during the term of this Agreement, if requested in writing by Owner, Orion shall pay to Owner the amount requested up to one hundred percent (100%) of the Net Cash Flow from the Facility for the preceding calendar month. "Net Cash Flow" shall equal the difference of: Revenues minus the sum of: (i) Expenses, plus (ii) Approved Capital Expenditures, plus (iii) Approved Reserves on deposit, all as defined below.

a. Revenues. "Revenues" shall mean all cash receipts of any kind from operation of the Facility, including, but not limited to, green fees; cart rentals; range fees; proceeds from the sale of food, beverages, and merchandise; rebates; rentals; proceeds from the sale of assets; interest income; Advances from Owner (as defined in paragraph 4); and insurance proceeds. Revenues shall not include fees collected for golf lessons if the fees are paid directly to the professional providing such lessons. Owner also has the right to conduct lessons, schools, and other activities on the Facility and any fees paid by Owner to Orion to conduct such lessons, schools, or other activities under an agreement with Orion shall be included as "Revenues".

b. Expenses. "Expenses" shall mean all necessary, reasonable, and ordinary cash expenditures authorized by the Annual Budget established by Owner and Orion and incurred in connection with the Facility, including, but not limited to:

- i. Payroll, payroll taxes, employee benefits (including, without limitation, insurance, health and welfare benefits) and unemployment insurance and taxes, and sales, rental and other taxes and governmental fees and charges assessed against the Facility or its operation;
- ii. Payments for food, beverage, merchandise, and supplies;
- iii. Insurance costs for the insurance coverage specified in paragraph 13 hereof and approved in the Annual Budget for the Facility;

- iv. Payments for advertising and promotion of the Facility;
- v. Acquisition costs, lease payments and debt service payments for the Facility, equipment, furniture, fixtures, and other capital items as included in the Annual Budget;
- vi. License fees, dues, and subscriptions;
- vii. Expenses of hiring and training personnel, except expenses of training Orion management personnel;
- viii. Costs of maintaining and improving the golf course, pro shop, and other Facility assets;
- ix. Fees of outside consultants and third-party contractors retained by Orion in connection with the operation of the Facility, such as accountants, attorneys, tax advisers, and marketing public relations consultants, if approved in writing in advance by Owner;
- x. All Management Fees (as defined in paragraph Z, below) paid to Orion in accordance with this Agreement, including the Fixed Management Fee;
- xi. Expenses associated with an annual audit of the Facility by an Owner designated auditor; and
- xii. Expenses not specifically authorized by the Annual Budget that are approved in writing in advance by Owner.

c. Approved Capital Expenditures. "Approved Capital Expenditures" shall mean all cash payments for equipment, furniture, fixtures, Facility improvements, or other capital items approved by Owner, which approval may be included in an Annual Budget or other separate form of written approval.

d. Approved Reserves. "Approved Reserves" shall mean the amount of cash approved by Owner to be held by Orion for future operation of the Facility.

4. ADVANCES FROM OWNER. If at any time the Net Cash Flow from the operation of the Facility is not sufficient to meet the Approved Capital Expenditures or Expenses as they become due, Owner shall advance, unless such advance is prohibited by law, to Orion the amount of cash necessary to meet such obligations (such amount being referred to as an "Advance") upon presentation of an invoice and appropriate documentation from Orion.

5. ACCOUNTS. All Revenues, Advances, and Approved Reserves shall be held by Orion for Owner, in an account designated as such and sufficient to protect Owner's interest in such funds, subject to such funds being disbursed for Expenses and Approved Capital Expenditures. Orion shall maintain one or more separate accounts so designated (collectively referred to as "Facility Accounts"), which shall, whenever possible, include interest bearing accounts, at one or more commercial banks in Munster, each approved in advance by Owner, for the receipt of Revenues, Advances, and Approved Reserves and for the payment of Approved Capital Expenditures Expenses and Approved Reserves. Orion agrees that Owner shall have access to such accounts via the internet or other methods so that Owner may, without notice, review transaction activity on the accounts. Orion shall account to Owner and pay all payments due to Owner from Facility Accounts in accordance with this Agreement. Orion shall not commingle Revenues, Advances, and Approved Reserves with other money or accounts, and shall not take any money or property from the Facility Accounts or from the Facility, except to make payments for Approved Capital Expenditures and Expenses as set forth in this Agreement. Orion shall not purchase goods or services from an entity affiliated with Orion unless such purchase is on terms reasonably competitive with terms available from non-affiliated sources and Owner has approved such purchase in writing. Orion shall comply with requirements, if any, which may become applicable to it regarding purchase of equipment, materials, and services.

6. EMPLOYEES. All employees of the Facility shall be employees of Orion.

7. MANAGEMENT FEES. In exchange for services rendered by Orion under this Agreement, Orion shall be: (i.) reimbursed monthly from Facility Accounts for all direct and indirect out-of-pocket expenses authorized by this Agreement in connection with the operation of the Facility for the prior month; (ii.) paid monthly from Facility Accounts a Fixed Management Fee as described in subparagraph 7.a. for the current month; and (iii.) subject to the terms and conditions of subparagraph 7.b. below, paid from Facility Accounts a Contingent Management Fee; as long as each month Orion provides Owner an itemized invoice, in sufficient detail, of the out-of-pocket expenses reimbursed for the prior month, the Fixed Management Fee paid for the current month, and the Contingent Management Fee paid, when applicable, to be ratified by Owner at a public meeting of the Town of Munster Board of Parks and Recreation. If on any date when any of the foregoing amounts are owing to Orion the Facility Accounts contain insufficient funds to pay Orion the amounts owing, Owner, unless prohibited by law, shall make a disbursement to Orion to cover the shortfall upon presentation of an invoice and appropriate documentation by Orion.

a. Fixed Management Fee. A "Fixed Management Fee" shall be paid to Orion for each month this Agreement is in effect in the applicable amount described in subparagraph 7.c. (Schedule of Fixed and Contingent Management Fees). For any partial month, the Fixed Management Fee shall be prorated. The Fixed Management Fee shall be due and payable on the first day of each month.

The Fixed Management Fee is Orion's payment for managing the Facility and is not payment or reimbursement toward any expenses of the Facility. For clarity purposes, the Fixed

Management Fee is similar to the membership fee at big-box store like Costco.

b. Contingent Management Fee. A "Contingent Management Fee" shall accrue and be payable to Orion at the end of the first (1st) month following a fiscal year in which Net Operating Income exceeds budgeted Net Operating Income set forth in subparagraph 7.c. (Schedule of Fixed and Contingent Management Fees), provided, however, that no such Fee shall be due and owing unless and until Owner has received the audited financial statements referenced in paragraph 8 hereof and as hereinafter provided. Within thirty (30) days of receipt of the unaudited annual financial statements for the Facility that are in form and substance satisfactory to Owner, said Owner will make a provisional payment of the Contingent Management Fee equal to seventy five percent (75%) of the Contingent Management Fee as calculated based upon the unaudited financial statements. Upon receipt of the audited financial statements for the Facility, the Contingent Management Fee will be recalculated based upon the audited financial statements, and the balance paid or refunded as the case may be. If Owner does not exercise its option to conduct an audit of the Facility annual financial statements, then the balance of the Contingent Management Fee shall be paid on or before the first month of the following fiscal year. The amount of the Contingent Management Fee shall be determined by multiplying the Net Operating Income amount over budget by the Contingent Management Fee Percentage set forth in subparagraph 7.c. For purposes of determining the Contingent Management Fee, "Net Operating Income" shall mean the sum of all Revenues generated by the operation of the Facility as specifically defined by Section 3(a) of this Agreement, less Cost of Goods Sold, less all Operating Expenses. However, Gross Revenue for purposes of this paragraph shall include cash receipts of any kind from operation of the Facility, including, but not limited to, green fees; cart rentals; range fees; proceeds from the sale of food, beverages, and merchandise; rebates; and rentals; and shall not include interest income, proceeds from the sale of assets, insurance proceeds, Advances from Owner, draws on letters of credit, or other income not attributable to the operation of the Facility. Owner will not decide to make capital improvements, establish reserves or increase debt service or otherwise spend money for the sole purpose of avoiding payment of the Contingent Management Fee. Orion will not decide to alter the timing of purchases or the payment of expenses or otherwise manipulate the total amount of Operating Expenses or Revenues from one calendar year to another for the sole purpose of increasing the Contingent Management Fee.

c. Schedule of Fixed and Contingent Management Fees.

Fiscal Year	Fixed Monthly Fee	Contingent Management Fee Percentage
2026 - 2027	\$4,000.00	10%
2027 - 2028	\$4,000.00	10%
2028 - 2029	\$4,000.00	10%
2029 - 2030	\$4,000.00	10%

2030 - 2031	\$4,000.00	10%
2031 - 2032	\$4,500.00	10%
2032 - 2033	\$4,500.00	10%
2033 - 2034	\$4,500.00	10%
2034 - 2035	\$4,500.00	10%
2035 - 2036	\$4,500.00	10%

*If NOI for FY2027 equals \$100,000.00 over budget, then the Contingent Management Fee would be computed as follows: \$100,000.00 times 10% = \$10,000.00.

d. Transition Fees and Advances. Owner agrees to pay Orion the monthly Fixed Management Fee of \$4,000.00 per month, prorated for the period prior to the Start Date of this Agreement if Owner requests early commencement of the term of this Agreement, as compensation for the transition to Orion's management. Further, upon execution of this Agreement and presentation of invoice from Orion, Owner will make a disbursement to Owner in the sum of fifty-thousand dollars (\$50,000) as an initial Advance to cover Expenses of the Facility.

If this Agreement is terminated prior to the end of any calendar year, for purposes of determining the Contingent Management Fee, the Contingent Management Fee will be prorated to the nearest full month of the calendar year.

8. ACCOUNTING. Orion shall maintain books and records relating to the business activities of the Facility separate from its other books and records as follows:

a. Monthly Reporting. Orion shall prepare an opening balance sheet listing assets and liabilities used or incurred in the operation of the Facility. Thereafter, Orion shall have monthly financial statements prepared which shall include unaudited balance sheets and income statements (each month's records shall be referred to separately as the "Monthly Financial Statements") prepared as if the operation of the Facility is a business entity separate from Orion and Owner. Orion shall deliver a copy of each month's Monthly Financial Statements by the fifteenth day of the following month except where circumstances beyond the reasonable control of Orion delay delivery of such statements. Owner agrees that if the deadline set forth in the preceding sentence is impractical or impossible for Orion to meet, Owner shall modify such requirements.

b. Annual Reporting. Orion shall deliver to Owner, not later than May 1st of each year during the term of this Agreement, a copy of year-end financial statements for the Facility for the preceding fiscal year prepared in accordance with General Accepted Accounting Principles.

c. Inspections. At any time during the term of this Agreement, Owner shall be entitled

to digital copies of the books and records of the Facility maintained by Orion, and Owner may conduct a separate audit of the Facility and/or include the Facility within the audit of Owner conducted by Owner's independent auditors, all Monthly Financial Statements, and all annual financial statements. As a Facility Expense, Orion shall comply with Owner's audit recommendations. Additionally, at the request of Owner, Orion will provide any and all supporting documentation that substantiates the monthly/annual Financial Statements, including, but not limited to, all books, records, invoices, deposits, receipts, vendor contracts, membership data, operating records, and all other financial data or transactions for or related to the Facility. Upon expiration or termination of this Agreement, Orion shall promptly turn over all such Facility records to Owner, and Orion may take copies as required by applicable records retention policies or law.

9. OWNER'S OPTION TO TERMINATE FOR DEFAULT. At any time during the term of this Agreement, Owner shall have the option of terminating this Agreement upon the occurrence of an event of Default, as defined in subparagraph 9.a. below. At any time during this Agreement, Orion shall have the option of terminating this Agreement for cause upon the occurrence of a material breach by Orion of any material term or provision of this Agreement, which breach remains uncured following notice and opportunity to cure as provided elsewhere in this Agreement.

a. Events of Default. Any one or more of the following events shall, unless cured in accordance with paragraph 9.b below, constitute a default of this Agreement by Orion ("Default"):

- i. Any breach by Orion of the obligations under the terms of paragraph 5 of this Agreement;
- ii. A discontinuance by Orion of its business or abandonment of its activities at the Facility;
- iii. A material breach by Orion of any material term or provision of this Agreement; or
- iv. The filing of a voluntary or involuntary action by Orion or its creditors seeking to declare it as bankrupt.

b. Cure. Orion shall have thirty (30) days after receipt of written notice from Owner specifying the nature of its Default under paragraph 9.a. above within which to cure such Default, or such longer period of time as may be reasonably required to cure such Default, provided that Orion promptly commences the remedying of such Default and is continuing diligently to complete such cure.

Owner shall have thirty (30) days after receipt of written notice from Orion specifying the nature of its Default under paragraph 9. above within which to cure such Default, or such

longer period of time as may be reasonably required to cure such Default, provided that Owner promptly commences the remedying of such Default and is continuing diligently to complete such cure, and provided further that Orion will not discontinue performing services under this Agreement in the event that Owner disputes, in good faith, that it is in default until the parties have resolved the dispute.

c. Exercise of Termination Option. In the event of a Default, Owner may terminate this Agreement upon expiration of the cure period described in subparagraph 9.b above by giving Orion written notice of its election to terminate this Agreement, provided that Orion has not timely cured the Default. Should Termination Option be exercised, Owner would pay to Orion the Management Fee and Contingent Fee through the date of termination and reimburse Orion for all expenses authorized under the terms of this Agreement incurred through the date of termination. For purposes of this paragraph, the date of termination is the date specified by Owner in its notice to Orion. In the event of a Default by Owner, Orion may terminate this Agreement upon expiration of the cure period described in subparagraph 9.b above by giving Owner written notice of its election to terminate this Agreement, provided that Owner has not timely cured the Default, or is not diligently attempting to cure said default.

10. OPTION OF EARLY TERMINATION. In addition to the provisions set forth in paragraph 1, Owner shall have the option to terminate this Agreement if any of the following occur without Owner approval: (1) Orion or substantially all of its assets are sold without Owner's prior consent; (2) Orion's management team or executive officers significantly change; or (3) there is a change in control of Orion. Owner may exercise the option for a period of six (6) months after receipt of notice that the respective event has occurred by notifying Orion in writing. Unless otherwise agreed by the parties, the effective date of termination shall be thirty (30) days from the date Owner gives notice to Orion.

11. TRANSFER UPON TERMINATION. Upon termination of this Agreement, Orion shall immediately transfer and assign to Owner any and all interest of Orion in the Facility, including the assets set forth in subparagraph 11.a. below, and Owner shall assume and agree in writing to indemnify Orion against all liabilities set forth in subparagraph 11.b. below, and any existing obligations and liabilities relating to the Facility authorized by the Annual Budget or approved by Owner. However, Owner shall have no obligation to indemnify Orion for tort liabilities or other claims against Orion that result from the negligence, intentional malfeasance, gross negligence, or other misconduct of Orion or its agents.

a. Assets to be Transferred. Assets to be transferred and assigned to Owner shall include, but not be limited to, all of Orion's right, title, and interest in and to any of the following arising out of activities of the Facility or purchased by Orion from Advances from Owner or Revenues of the Facility (other than insurance proceeds relating to liabilities not required to be assumed by Owner, which proceeds will be assigned by Owner to Orion):

- i. Cash in all Facility Accounts;

- ii. Accounts receivable;
- iii. Other receivables;
- iv. Inventories of merchandise, food, beverages and supplies;
- v. All equipment, furniture and fixtures;
- vi. Prepaid accounts and deposits;
- vii. Contract rights;
- viii. Trade names;
- ix. Books and records relating to the Facility;
- x. Goodwill;
- xi. Operational guidelines and procedures; and
- xii. All Facility Accounts.

b. Liabilities to be Assumed. Liabilities Owner shall assume, or against which Owner shall indemnify Orion, shall be all debts and other contractual obligations arising out of the operation of the Facility, subject to subparagraph 12.a. below, and provided however, Owner shall have no obligation to indemnify Orion for a debt or contractual obligation incurred by Orion that was not authorized under the terms of this Agreement, and Owner shall have no obligation to indemnify Orion for tort liabilities or other claims against Orion that result from the negligence, intentional malfeasance, gross negligence, or other misconduct of Orion or its agents.

c. Closing. The rights and responsibility of management of the Facility shall transfer to Owner on the effective date of any termination of this Agreement unless the parties agree otherwise.

12. INDEMNITY. The parties agree that Orion is not an agent or employee of Owner, and all activities of Orion relating to the Facility shall be in Orion's capacity as independent contractor to Owner.

a. Obligations of the Facility. Orion shall pay all obligations and defend all disputed claims arising out of or resulting from Orion's activities conducted in connection with or incidental to this Agreement. If the obligation or claim arises from activities authorized under the terms of this Agreement, then Orion's defense and payment of such claims shall be an

Expense of the Facility, provided that any settlement and/or release is conditioned upon Owner's approval of a full and complete written settlement agreement at a properly noticed public meeting of the Town of Munster Board of Parks and Recreation, as required by Indiana law. Orion's failure to comply with this subparagraph, for any reason whatsoever, shall result in Orion's defense and payment of such claims being the complete responsibility of Orion and shall not be an Expense of the Facility under any term of this Agreement. Orion shall keep Owner advised of any such matters. Under no circumstances shall any term of this Agreement invalidate or take precedence over Owner's requirements or obligations under the Indiana Open Door Law, and any provision of this Agreement that conflicts with the Indiana Open Door Law is void.

b. Notice of Claims. Orion and Owner shall provide each other with prompt written notice of any claim.

13. INSURANCE. As an Expense of the Facility, Orion shall obtain insurance of the types and in the amounts set forth below from an underwriter(s) licensed to do business in the State of Indiana. Orion shall furnish to Owner certificates of insurance or copies of policies, evidencing the required insurance, on or before the date that Orion commences management of the Facility, and thereafter shall furnish new certificates upon renewal.

a. Type and Amount of Insurance. The type and amount of insurance Orion shall obtain for the Facility shall be:

- i. Worker's Compensation and Employer's Liability or reasonably acceptable alternative as provided by law.

The Limits for the Employer's Liability shall be not less than:

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit
Bodily Injury by Disease	\$1,000,000 Each Employee

- ii. Commercial General Liability Policy with a Combined Single Limit of \$2,000,000.00/\$4,000,000.00 including (but not limited to) Premises/Operation, Independent Contractors, Personal Injury, and Products/Completed Operation.

- iii. Commercial crime coverage to include:
Forgery or alteration: \$25,000 \$ 1,000 ded.

Theft, Disappearance & Destruction: \$15,000 \$100 ded.

Employee Dishonest-Per Loss: \$300,000 \$10,000 ded.

- iv. Property Insurance - for physical damage to the property of Orion and the property of the Facility managed by Orion located at the Facility, including improvements and betterments to the facility for the value of the property and equipment located at the Facility.
- v. Comprehensive Automobile Liability (or its equivalent) to include coverage for:
 - a) Owned/Leased Automobiles
 - b) Non-owned Automobiles
 - c) Hired Cars
- vi. Limits of \$1,000,000.00 Liability for Bodily Injury and/or Property Damage.
- vii. Excess Liability for general and automobile liability purposes in the amount of \$10,000,000.

b. Additional Insurance, Requirements. With respect to the above-described insurance, Orion agrees to:

- i. Have Owner named as an additional insured.
- ii. Provide for thirty days written notice of cancellation, termination, or any material change to the insurance to Owner.
- iii. All of the above stated limits shall apply separately to each location managed by Orion.

14. COVENANT OF COOPERATION. Orion shall provide Owner with prompt written notice of any material injuries suffered at the Facility, significant complaints in reference to service or conditions, whether written or otherwise, about the Facility or its management, and actual or anticipated disputes with or claims by third parties, including, but not limited to, adjacent landowners. Orion further covenants to cooperate with Owner in resolving any such complaints, disputes or claims and Owner covenants to cooperate with Orion in resolving any such complaints, disputes or claims.

15. OWNER'S REPRESENTATIONS AND WARRANTIES. To induce Orion to enter into this Agreement, Owner makes the following representations and warranties to Orion:

- a. Each of the Recitals set forth in this Agreement is true and correct.

b. Owner has power and authority and all legal rights to enter into and perform this Agreement. The officers of Owner executing this Agreement are duly and properly in office and fully authorized to execute this Agreement, subject to express ratification by the Owner's Governing Body. This Agreement, when duly executed, ratified and delivered by the parties hereto, shall create a valid and binding obligation on the part of Owner, enforceable against Owner in accordance with its terms.

16. ORION'S REPRESENTATION AND WARRANTIES. To induce Owner to enter into this Agreement, Orion makes the following representations and warranties to Owner:

a. Each of the Recitals set forth in this Agreement is true and correct.

b. Orion is a duly organized and validly existing corporation in good standing under the laws of the State of Indiana.

c. Orion has the full power and authority and all legal rights to enter into and perform this Agreement and any other agreement referred to herein or contemplated by this Agreement. This Agreement, when duly executed and delivered by the parties hereto, shall create a valid and binding obligation on the part of Orion, enforceable against Orion in accordance with its terms.

d. Orion's principals have sufficient knowledge, training, expertise, skill and resources as to enable it to operate the Facility in a reasonable and prudent business manner.

e. During the term of this Agreement, Orion will use all reasonable care to prevent the introduction of any hazardous substances into the Facility, whether contained in barrels, tanks, equipment (movable or fixed) or other containers deposited or located in land, water, sumps or any other part of the Facility or incorporated into any structure on the Facility. Orion will hold owner harmless from and indemnify owner for any damages and expenses which owner may incur as a result of Orion's failure to comply with this warranty. Owner acknowledges that some substances necessary for performance of this Agreement may be deemed "hazardous." Owner agrees that this paragraph shall not apply to such necessary substances, provided that Orion uses all care necessary in the handling and use of such substances.

17. RELATIONSHIP OF THE PARTIES. The relationship between Owner and Orion shall be and at all times remain that of owner and independent contractor, respectively. Neither Owner nor Orion shall be construed or held to be a partner, limited partner, associate or agent of the other, or be joint venturers with one another. Neither Owner nor Orion shall be authorized by the other to contract any debt, liability or obligation for or on behalf of the other.

18. GOVERNANCE. The parties agree to attempt informal dispute resolution before proceeding with further action. Specifically, should either party believe that a dispute has arisen,

then that party shall attempt to meet in person or by electronic means of communication, and confer with a designated representative of the other party.

19. NOTICES. Except as otherwise specifically provided herein, any and all notices required or permitted under this Agreement shall be in writing and shall be deemed delivered upon personal delivery or upon mailing thereof when properly addressed and deposited in the United States Mail, first-class postage prepaid, registered or certified mail, return receipt requested, or when properly addressed upon deposit with Federal Express, Express Mail or other overnight courier service. Notices shall be properly addressed if addressed to the parties as follows:

If to Owner: Town of Munster, IN
Board of Parks and Recreation
Attn: Mark Heintz, Director of Parks and Recreation
1005 Ridge Rd.
Munster, IN 46321

With copy to: Town of Munster, IN
Office of the Clerk-Treasurer
Attn: Wendy Mis, Clerk-Treasurer
1005 Ridge Rd.
Munster, IN 46321

If to Orion: Matt Roberts, Partner
Orion Management Solutions IN, Inc.
12120 State Line Road #363
Leawood, KS 66209-1254

The addresses for notices may be changed by written notice given to the other party as provided above.

20. OWNER'S DESIGNEE. Owner shall designate in writing a representative authorized to act on Owner's behalf regarding this Agreement, to the extent permitted by Indiana law. Owner hereby designates Mark Heintz, Director of Parks and Recreation for the Town of Munster, as Owner's authorized representative. Owner reserves the right to designate additional or replacement representatives by written notice to Orion.

21. FURTHER ACTS. Each party to this Agreement agrees to execute and deliver all documents and instruments and to perform all further acts and to take any and all further steps that may be reasonably necessary to carry out the provisions of this Agreement and the transactions contemplated herein.

22. SECTION HEADINGS. The section headings in this Agreement are for convenience of reference only and shall in no way define, limit, extend, or interpret the scope of this Agreement or

of any particular section contained herein.

23. INTERPRETATION. Unless the context requires otherwise, words used in the singular number shall include the plural and vice-versa; words used in the masculine shall include the feminine and vice-versa.

24. AMENDMENTS AND WAIVERS. This Agreement shall be modified only by written instrument executed by the parties hereto. Any waiver of any provision of this Agreement shall be made in writing executed by the party who could demand fulfillment of such waived provision.

25. ASSIGNMENT. This Agreement shall not be assigned by Orion without the express written consent of Owner.

26. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

27. GOVERNING LAW. This Agreement shall be construed under and in accordance with the laws of the State of Indiana.

28. COUNTERPARTS. This Agreement and all amendments and supplements to it may be executed in counterparts and all such counterparts shall constitute one agreement binding on both of the parties.

29. SEVERABILITY. Should one or more of the provisions of this Agreement be determined to be illegal or unenforceable, the other provisions nonetheless shall remain in full force and effect. The illegal or unenforceable provision or provisions shall be deemed amended to conform to applicable laws so as to be valid and enforceable if such an amendment would not materially alter the intention of the parties.


30. ENTIRE AGREEMENT. This Agreement (together with any attached Exhibits) constitutes the entire agreement between the parties concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements, understandings, restrictions, representations, or warranties, whether oral or written, between the parties relating to the subject matter of this Agreement.

SIGNATURES INTENTIONALLY ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.



Owner:
Town of Munster, IN
Board of Parks and Recreation

By: 
Mark Heintz, Director
Department of Parks and Recreation

ATTEST:


Wendy Mis, Clerk-Treasurer

Orion:
Orion Management Solutions IN, Inc.

By: _____
Matt Roberts, Partner

STATE OF KANSAS)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public, in and for said County and State, this ____ day of _____ 2026, personally appeared **ORION MANAGEMENT SOLUTIONS IN, INC.**, an Indiana corporation, by **MATT ROBERTS, ITS PARTNER**, and acknowledged the execution of the above and foregoing Professional Services Agreement for the Management of Centennial Park Golf Course, Town of Munster, IN, as aforesaid and as its voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

_____, Notary Public

My Commission Expires: _____
County of Residence: _____