FORM 8-K

Current report filing

Filing Date: **2022-06-17** | Period of Report: **2022-06-16**
SEC Accession No. 0001213900-22-033630

(HTML Version on secdatabase.com)

FILER

Hall of Fame Resort & Entertainment Co
CIK:**1708176**| IRS No.: **843235695** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **8-K** | Act: **34** | File No.: **001-38363** | Film No.: **221024442**
SIC: **7990** Miscellaneous amusement & recreation

Mailing Address
2626 FULTON DRIVE NW
CANTON OH 44718

Business Address
2626 FULTON DRIVE NW
CANTON OH 44718
(412) 960-4687

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **June 16, 2022**

HALL OF FAME RESORT & ENTERTAINMENT COMPANY
(Exact name of registrant as specified in its charter)

Delaware	**001-38363**	**84-3235695**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2626 Fulton Drive NW
Canton, OH 44718
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(330) 458-9176**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, $0.0001 par value per share	HOFV	Nasdaq Capital Market
Warrants to purchase 1.421333 shares of Common Stock	HOFVW	Nasdaq Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

$10,500,000 Loan from CH Capital Lending, LLC

On June 16, 2022, Hall of Fame Resort & Entertainment Company (the "Company") and its subsidiaries HOF Village Retail I, LLC and HOF Village Retail II, LLC, as borrowers (the "Borrowers"), borrowed $10,500,000 (the "CHCL Loan") from CH Capital Lending, LLC, which is an affiliate of our director Stuart Lichter ("CHCL"). The CHCL Loan is evidenced by a Promissory Note issued by the Borrowers to CHCL (the "Note"). Interest accrues on the Note at twelve percent (12%) per annum, compounded monthly. The maturity date of the Note is September 10, 2022. Borrowers have the right to prepay all or any portion of the principal amount of the Note at any time before the maturity date without penalty. Under the Note, the net proceeds of a financing that occurs after the date of the Note shall be used to prepay the Note. The Note is secured by: (i) a mortgage on real property on which the Company is building its Fan Engagement Zone (an 82,000-square-foot promenade located strategically within the campus footprint, which will include restaurants, retailers and experiential offerings) and (ii) a pledge and security interest in all of the membership interests of HOF Village Waterpark, LLC, and HOF Village Hotel I, LLC held by HOF Village Newco, LLC, each of which is direct or indirect wholly-owned subsidiary of the Company.

Upon the occurrence of an event of default under the Note, including without limitation Borrower's failure to pay, on or before the due date any amount owing to CHCL under the Note or Borrowers' failure, following notice from CHCL, to comply with any non-monetary covenant contained in the Note, (i) interest due will increase by 5% per annum; and (ii) CHCL may, at its option, declare Borrowers' obligations under the Note to be immediately due and payable.

In connection with entering into the Note, the Company paid customary fees and expenses.

The foregoing description of the Note does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Note, which is attached as Exhibit 10.1 to this Current Report on Form 8-K, and is incorporated herein by reference.

$5,000,000 Loan from Stark Community Foundation, Inc.

On June 16, 2022, the Company entered into a Business Loan Agreement (the "Business Loan Agreement") with Stark Community Foundation, Inc. ("Stark"), pursuant to which the Company borrowed $5,000,000 (the "SCF Loan"). The interest rate applicable to the SCF Loan is six percent (6.0%) per annum. Interest payments under the SCF Loan are paid annually on December 31st of each year. The SCF Loan is unsecured. The SCF Loan matures on May 31, 2029. The Company may prepay the SCF Loan without penalty.

Events of default under the Business Loan Agreement include without limitation: (i) a payment default, (ii) the Company's failure to complete the infrastructure development for Phase II on or before December 31, 2024, and (iii) the Company's failure, following notice from Stark, to comply with any non-monetary covenant contained in the Business Loan Agreement. Upon the occurrence of an event of default under the Business Loan Agreement: (a) interest due will increase by 5% per annum; and (b) Stark may, at its option, declare the Company's obligations under the Business Loan Agreement to be immediately due and payable.

The Business Loan Agreement contains customary affirmative and negative covenants for this type of loan, including without limitation (i) affirmative covenants, including furnish Stark with such financial statements and other related information at such frequencies and in such detail as Stark may reasonably request and use all SCF Loan proceeds solely for the infrastructure development for the construction of Phase II, and (ii) negative covenants, including restrictions on additional indebtedness, prepayment of other indebtedness, transactions with related parties, additional liens, mergers and acquisitions, and standard prohibitions on change of control.

In connection with entering into the SCF Loan, the Company paid customary fees and expenses.

The foregoing description of the Business Loan Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Business Loan Agreement, which is attached as Exhibit 10.2 to this Current Report on Form 8-K, and is incorporated herein by reference.

Item 2.03 - Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

The information set forth above under Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference into this Item 2.03.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Document
10.1	Promissory Note, dated June 16, 2022, issued by Hall of Fame Resort & Entertainment Company, HOF Village Retail I, LLC and HOF Village Retail II, LLC to CH Capital Lending, LLC
10.2	Business Loan Agreement, dated June 16, 2022, between Hall of Fame Resort & Entertainment Company and Stark Community Foundation, Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

HALL OF FAME RESORT & ENTERTAINMENT COMPANY

By: /s/ Michael Crawford
Name: Michael Crawford
Title: President and Chief Executive Officer

Dated: June 17, 2022

Exhibit 10.1

COGNOVIT PROMISSORY NOTE

$10,500,000.00

June 16, 2022

FOR VALUE RECEIVED, HALL OF FAME ENTERTAINMENT & RESORT COMPANY, a Delaware corporation, HOF VILLAGE RETAIL I, LLC, a Delaware limited liability company, and HOF VILLAGE RETAIL II, LLC, a Delaware limited liability company (collectively, "Borrower"), as makers, jointly and severally hereby unconditionally promise to pay to CH CAPITAL LENDING, LLC, a Delaware limited liability company (together with its successors and/or assigns, "Lender"), or order, the principal sum of TEN MILLION FIVE HUNDRED THOUSAND and 00/100 Dollars ($10,500,000.00) (the "Maximum Principal Amount"), or so much thereof as may be advanced to or for the benefit of Borrower, in lawful money of the United States of America, with interest thereon computed in accordance with Paragraph 1(b), all to be paid in accordance with the terms of this Promissory Note (as amended, restated, supplemented, waived, or otherwise modified from time to time, this "Note").

1. **Payment Terms; Advances; Interest; Origination Fee**.

(a) Borrower agrees to pay the principal sum of this Note, interest on the unpaid principal sum of this Note, and all other amounts due under this Note from time to time outstanding, in accordance with the terms of this Note.

(b) Interest shall accrue on the outstanding balance of this Note at the greater of (i) twelve percent (12%) per annum, compounded monthly, or (ii) if applicable, the Default Rate (as defined in Paragraph 3(e)(iii)) (such greater rate, the "Interest Rate"). Interest on funds advanced by Lender to Borrower pursuant to this Note shall accrue from the date such advance is made to Borrower (or is made on behalf of Borrower, at Borrower's request, to third parties). Interest payable pursuant to this Note shall be computed on the basis of a 360-day year and the actual number of days elapsed in any portion of a month in which interest is due. Interest shall be paid by Borrower to Lender on the Note Maturity Date. Whenever any payment to be made hereunder shall be stated to be due on a day that is not a Business Day (as defined in Paragraph 3(e)(i)), such payment shall be made on the next succeeding Business Day and such extension of time shall be included in the computation of the interest due hereunder.

(c) The outstanding principal balance of this Note, all accrued and unpaid interest thereon, and all other amounts due under this Note shall be due and payable on or before the applicable Note Maturity Date (as defined in Paragraph 3(e)(vi)).

(d) All payments under this Note shall be made to Lender at the following address, or at such other place as Lender may from time to time designate in writing: 11111 Santa Monica Blvd., Suite 800, Los Angeles, California 90025.

(e) Principal and interest shall be paid without deduction or offset in lawful money of the United States. Borrower shall have the right to prepay all or any portion of the principal amount of this Note at any time before the Note Maturity Date without penalty or premium for prepayment. Payments shall be applied first to interest, Late Charges, and other costs due to Lender hereunder, and the balance to principal.

2. **Expenses; Indemnification**.

(a) Borrower agrees to pay promptly: (i) all the actual and reasonable documented costs and expenses of Lender, including reasonable attorneys' fees, in connection with the negotiation, preparation, and execution of this Note and the transactions contemplated hereby, (ii) all fees, costs, and expenses incurred by Lender (including during the pendency of any bankruptcy, insolvency, receivership, or other similar proceeding, regardless of whether allowed or allowable in such proceeding) to maintain, protect, or preserve Lender's rights under this Note or with respect to any collateral that secures this Note, (iii) all the actual and reasonable costs and expenses of creating and perfecting liens on any collateral that secures this Note in favor of Lender, including filing and recording fees, expenses, and taxes, stamp or documentary taxes, search fees, title

insurance premiums, and reasonable fees, expenses, and disbursements of counsel to Lender, (iv) all the actual and reasonable costs and fees, expenses, and disbursements of any auditors, accountants, consultants, or appraisers engaged by Lender in connection with the transactions contemplated by this Note, (v) all the actual and reasonable costs and expenses (including the reasonable fees, expenses, and disbursements of any appraisers, consultants, advisors, and agents employed or retained by Lender) in connection with the custody or preservation of any of collateral that secures this Note, and (vi) after the occurrence of a Default (as defined in Paragraph 4(e)(ii)) or an Event of Default (as defined in Paragraph 4(e)(iv)), all documented costs and expenses, including reasonable attorneys' fees and costs of settlement, incurred by Lender in enforcing any obligations under this Note or under any other agreement executed in connection with or securing this Note, or in collecting any payments due from Borrower under this Note or under any other agreement executed in connection with or securing this Note by reason of such Default or Event of Default (including in connection with the sale of, collection from, or other realization upon any of collateral securing this Note) or in connection with any refinancing or restructuring of the credit arrangements provided hereunder in the nature of a "work-out" or pursuant to any insolvency or bankruptcy cases or proceedings.

(b) Borrower agrees to indemnify Lender and each of Lender's employees, agents and representatives, and their respective successors and assigns (each of the foregoing Persons (as defined in Paragraph 4(e)(vii)), an "Indemnitee") against, and to hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related costs and expenses, including reasonable counsel fees, disbursements and other charges, incurred by or asserted against any Indemnitee arising out of, in any way connected with, or as a result of (i) the execution or delivery of this Note or any other agreement executed in connection with or securing this Note, the performance by the parties thereto of their respective obligations thereunder, or the consummation of the transactions contemplated thereby, (ii) the use of the proceeds of this Note, (iii) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto, or (iv) any actual release of hazardous materials on the Mortgaged Property (as defined in Paragraph 4) in violation of applicable environmental laws; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related costs and expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted primarily from the gross negligence or willful misconduct of such Indemnitee (and, upon any such determination, any indemnification payments with respect to such losses, claims, damages, liabilities or related costs and expenses previously received by such Indemnitee shall be subject to reimbursement by such Indemnitee). To the extent that the undertakings to defend, indemnify, pay and hold harmless set forth in this Paragraph 2(b) may be unenforceable in whole or in part because they are violative of any law or public policy, Borrower shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all indemnified liabilities incurred by Indemnitees or any of them.

(c) To the extent permitted by applicable law, Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential, or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Note or any other agreement executed in connection with or securing this Note or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, or the use of the proceeds of this Note.

(d) Any amounts payable to Lender under this Paragraph 2 shall accrue interest at the Interest Rate, calculated from the date of payment or disbursement by Lender, until repaid in full.

3. **Default and Acceleration**.

(a) Upon the occurrence and during the continuance of any Event of Default, and at any time and from time to time thereafter, in addition to any other rights or remedies available to Lender under this Note, at law, or in equity:

(i) Borrower shall pay interest on the outstanding principal and interest at an interest rate equal to the Default Rate.

(ii) Lender may, at its option, take such action, without notice or demand, that Lender deems advisable to protect and enforce its rights against Borrower and/or in and to any collateral that secures this Note; including, without limitation, declaring Borrower's obligations under this Note to be immediately due and payable (including any accrued and unpaid interest and any other amounts owing by Borrower under this Note).

(b) If any payment owing from Borrower to Lender under this Note is not received by Lender within ten (10) days following its due date, Borrower shall pay to Lender an additional sum equal to four percent (4%) of the overdue amount as a late charge (the "Late Charge"). The Late Charge shall be paid to Lender within ten (10) days after the date incurred, and any failure to pay the Late Charge within thirty (30) days after the date incurred shall be an Event of Default hereunder.

(c) Borrower recognizes that any failure by Borrower to timely make the payments provided for herein, or any other Event of Default hereunder, will cause Lender to incur costs not contemplated by this Note (including, without limitation, processing and accounting charges, loss of use of funds, and frustration to Lender in meeting its other financial commitments), and that the damages caused thereby would be extremely difficult and impractical to ascertain. Borrower hereby agrees that, if any such event should occur, the Default Rate (if applicable) and the Late Charge (if applicable), represent a fair and reasonable estimate of the damages and costs to Lender, considering all the circumstances existing on the date of this Note. The parties further agree that proof of actual damages would be costly or inconvenient. Acceptance of the Late Charge (if applicable) will not be deemed a waiver of any Default or Event of Default (unless such Default or Event of Default is cured in accordance with the provisions of this Note), and shall not prevent Lender from exercising any other rights and remedies available to Lender.

(d) No failure or delay on the part of Lender in exercising any right or remedy under this Note or under any other agreement executed in connection with or securing this Note shall operate as a waiver of any such right or remedy. No right, power, or remedy given to Lender by the terms of this Note or by the terms of any other agreement executed in connection with or securing this Note is intended to be exclusive of any other right, power, or remedy, and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to Lender by the terms of any instrument or by any statute or otherwise against Borrower or any other Person. No single or partial exercise by Lender of any power hereunder, or under any other document executed in connection with or securing this Note, shall preclude other or further exercise thereof or the exercising of any other power.

(e) For purposes of this Note:

(i) "Business Day" means any day other than Saturday, Sunday or other day on which commercial banks in Cleveland, Ohio are authorized or required by law to remain closed; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to "stay at home", "shelter-in-place", "non-essential employee" or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority, so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in Cleveland, Ohio are generally are open for use by customers on such day.

(ii) "Default" means any event or condition that, upon notice, lapse of time, or both, would constitute an Event of Default.

(iii) "Default Rate" means the lesser of (A) five percentage points in excess of the Interest Rate, and (B) the Maximum Legal Rate (as defined in Paragraph 6(a)).

(iv) "Event of Default" means (A) Borrower's failure to pay, on or before the due date thereof (subject to Paragraph 3(b) with respect to Late Charges only and subject to Paragraph 3(c)), any amount owing to Lender under this Note or under any other agreement executed in connection with this Note, or (B) Borrower's failure, within five (5) days after written notice from Lender to Borrower, to comply with any non-monetary covenant contained in this Note or in any other agreement executed in connection with or securing this Note.

(v) "Financing" means that Borrower or any other direct or indirect subsidiary of Hall of Fame Resort & Entertainment Company receives, or is entitled to receive, proceeds of any financing, loan, extension of credit, equity issuance, or similar cash generating event. Examples of a Financing include, but are not limited to, loans secured by mortgages on real property, loans secured by accounts receivable, personal property, or cash or cash equivalents, tax increment financing, tourism development district bond financing, PACE financing, issuance of shares or warrants for which a purchase price is paid, and unsecured loans and lines of credit.

(vi) "Net Proceeds" means that amount which remains available for payout after payment of (1) liens (mortgage, judgment, and mechanic's, if any) encumbering the real, personal or intangible property which is the subject of the Financing, and (2) usual, customary and typical costs for a transaction of the type which is the subject of the Financing.

(vii) "Note Maturity Date" means September 10, 2022 unless an earlier payment is required pursuant to the provisions of Section 4 of this Note.

(viii) "Person" means any individual, partnership, limited liability company, corporation, joint venture, association, trust, or other entity

(ix) "Term" means the period commencing on the date hereof and ending on the applicable Note Maturity Date.

4. **Security; Covenant to Pay Net Proceeds to Lender**. This Note is secured by (a) a Mortgage (the "Mortgage") encumbering that certain real property known as Auditor Parcel Nos. 10015053, 10014342, 10015055, and 10014341 located in Canton, Ohio, commonly known as the Retail Center I and Retail Center II parcels (the "Mortgaged Property"), as more particularly described therein; and (b) a pledge and security interest (the "Pledge") in all of the membership interests held by HOF Village Newco, LLC, a Delaware limited liability company, in the following Delaware limited liability companies: (i) HOF Village Waterpark, LLC, and (ii) HOF Village Hotel I, LLC. Notwithstanding anything contained in this Note or the Mortgage to the contrary, Borrower shall have no right, without Lender's consent, to enter into additional indebtedness and to grant liens on the Mortgaged Property or on the real property or real property interests held or owned by HOF Village Waterpark, LLC or HOF Village Hotel I, LLC. Hall of Fame Entertainment & Resort Company, for itself and each, every and all of its direct and indirect subsidiaries, covenants and agrees that the Net Proceeds of a Financing which occurs after the date of this Note shall be paid to Lender to the extent of the aggregate of the then unpaid principal balance, interest, Late Charges, and costs, expenses and fees which Borrower is or may have become obligated to pay under the several provisions of this Note (collectively, the "Amount Due"). If the Net Proceeds are insufficient to pay the Amount Due in full, the principal balance due hereunder shall be reduced by the amount of principal reflected on a Lender-approved closing or settlement statement after the payment of all costs, fees and expenses of Lender, but otherwise all of the provisions of this Note, the Mortgage, and the Pledge shall remain in full force and effect until the remaining Amount Due is paid in full.

5. **Savings Clause**. Notwithstanding anything to the contrary contained herein:

(a) All agreements and communications between Borrower and Lender are hereby, and shall, automatically be limited so that, after taking into account all amounts deemed to constitute interest, the interest contracted for, charged, or received by Lender shall never exceed the maximum non-usurious interest rate (if any), that at any time or from time to time may be contracted for, taken, reserved, charged, or received on the indebtedness evidenced by this Note, under the laws of any state whose laws are held by any court of competent jurisdiction to govern the interest rate provisions of this Note (the "Maximum Legal Rate").

(b) In calculating whether any interest exceeds the Maximum Legal Rate, all such interest shall be amortized, prorated, allocated, and spread over the full amount and term of all principal indebtedness of Borrower to Lender.

(c) If, through any contingency or event, Lender receives or is deemed to receive interest in excess of the Maximum Legal Rate, any such excess shall be deemed to have been applied toward the payment of the principal of any and all then outstanding indebtedness of Borrower to Lender, or if there is no such indebtedness, shall immediately be returned to Borrower.

6. **No Oral Change**. This Note may not be modified, amended, waived, extended, changed, discharged, or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge, or termination is sought.

7. **Waivers**. Borrower and all others who may become liable for the payment of all or any part of the obligations evidenced by this Note do hereby jointly and severally waive presentment and demand for payment, notice of dishonor, notice of intention to accelerate, notice of acceleration, protest and notice of protest and non-payment, and all other notices of any kind, except as expressly provided herein. No release of any security for the obligations evidenced by this Note, nor any extension of time for payment of this Note or any

installment hereof, and no alteration, amendment, or waiver of any provision of this Note or of any other agreement between Lender (on one hand) and any other Person (on the other hand), shall release, modify, amend, waive, extend, change, discharge, terminate, or affect the liability of Borrower or any other Person who may become liable for the payment of all or any part of the obligations evidenced by this Note. No notice to or demand on Borrower shall be deemed to be a waiver of the obligation of Borrower or of the right of Lender to take further action without further notice or demand, as provided for in this Note or in any other agreement executed in connection with or securing this Note.

8. **Transfer; Successors and Assigns**.

(a) This Note and any of Lender's rights hereunder may be assigned by Lender, at any time, to any entity that is directly or indirectly controlling, controlled by, or under common control with Lender. Any such assignee or transferee of Lender shall be entitled to all the benefits afforded to Lender under this Note. Upon any such transfer of this Note by Lender, Lender may deliver its rights to all the collateral (if any) mortgaged, granted, pledged, or assigned as security for this Note (or any part thereof) to the transferee, who shall thereupon become vested with all the rights and obligations herein or under applicable law given to Lender with respect thereto, and Lender shall thereafter forever be relieved and fully discharged from any liability or responsibility in the matter; but Lender shall retain all rights and obligations hereby given to it with respect to any liabilities and the collateral not so transferred.

(b) Borrower shall not have the right to assign or transfer Borrower's rights or obligations under this Note without Lender's prior written consent (which consent may be withheld in Lender's sole discretion). Any attempted assignment or transfer by Borrower of Borrower's rights or obligations under this Note without Lender's prior written consent shall be null and void.

(c) Subject to the foregoing, this Note shall be binding upon, and shall inure to the benefit of, Borrower and Lender and their respective heirs, successors and/or permitted assigns.

9. **Governing Law; Jurisdiction; Service of Process**.

(a) IN ALL RESPECTS, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE, THIS NOTE AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OHIO, APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS NOTE.

(b) ANY LEGAL SUIT, ACTION, OR PROCEEDING AGAINST BORROWER ARISING OUT OF OR RELATING TO THIS NOTE SHALL BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN STARK COUNTY, OHIO. BORROWER HEREBY WAIVES ANY OBJECTION WHICH BORROWER MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING, AND BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION, OR PROCEEDING. BORROWER AGREES THAT SERVICE OF PROCESS UPON BORROWER AT THE ADDRESS FOR BORROWER SET FORTH IN PARAGRAPH 11, AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO BORROWER IN THE MANNER PROVIDED IN PARAGRAPH 11, SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON BORROWER IN ANY SUCH SUIT, ACTION, OR PROCEEDING. BORROWER SHALL GIVE PROMPT NOTICE TO LENDER OF ANY CHANGE IN THE ADDRESS FOR BORROWER SET FORTH IN PARAGRAPH 11. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. NOTWITHSTANDING THE FOREGOING, LENDER SHALL HAVE THE RIGHT TO INSTITUTE ANY LEGAL SUIT, ACTION, OR PROCEEDING FOR THE ENFORCEMENT OR FORECLOSURE OF ANY LIEN ON ANY COLLATERAL FOR THIS NOTE AND THE OBLIGATIONS EVIDENCED BY THIS NOTE IN ANY FEDERAL OR STATE COURT IN ANY JURISDICTION THAT LENDER MAY ELECT, IN ITS SOLE AND ABSOLUTE DISCRETION. BORROWER WAIVES ANY OBJECTION WHICH BORROWER MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING, AND BORROWER HEREBY

IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION, OR PROCEEDING.

10. **Waiver of Jury Trial**. BORROWER (AND LENDER, BY ITS ACCEPTANCE HEREOF) HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS NOTE, THE OBLIGATIONS EVIDENCED BY THIS NOTE, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND BY LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. LENDER OR BORROWER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

11. **Notices**. Any notice, demand, consent, approval, or document that Borrower or Lender is required or may desire to give or deliver to the other party shall be given in writing by (a) personal delivery; (b) certified mail, return receipt requested, postage prepaid; (c) a national overnight courier service that provides written evidence of delivery; or (d) electronic mail transmission and addressed as to such other party at its notice address set forth below:

(a) If to Lender:

CH Capital Lending, LLC
11111 Santa Monica Blvd., Suite 800
Los Angeles, CA 90025
Email: *jmase@industrialrealtygroup.com*

With a copy to (which shall not constitute notice):

Fainsbert Mase Brown & Sussman, LLP
11111 Santa Monica Blvd., Suite 810
Los Angeles, CA 90025
Attention: Dean Sussman, Esq.
Email: *DSussman@fms-law.com*

(b) If to Borrower:

c/o Hall of Fame Entertainment & Resort Company
2626 Fulton Dr. NW
Canton, OH 44718
Attention: Benjamin Lee
Email: *Benjamin.Lee@HOFVILLAGE.com*

and

c/o Hall of Fame Entertainment & Resort Company
2626 Fulton Dr. NW
Canton, OH 44718
Attention: Tara Charnes
Email: *tara.charnes@HOFVillage.com*

Any party may change its notice address (or any portion thereof) by giving written notice thereof in accordance with this paragraph. All notices hereunder shall be deemed given: (i) if delivered personally, when delivered; (ii) if sent by certified mail, return receipt requested, postage prepaid, on the third day after deposit in the U.S. mail; (iii) if sent by overnight courier, on the first Business Day after delivery to the courier; and (iv) if sent by electronic mail, on the date of transmission if sent on a Business Day before 5:00 p.m.

Eastern time, or on the next Business Day, if sent on a day other than a Business Day or if sent after 5:00 p.m. Eastern time; provided that a hard copy of any notice sent by electronic mail must also be sent by either a nationally recognized overnight courier or by U.S. mail, first class, postage prepaid.

12. **Time of the Essence**. Time is of the essence with respect to Borrower's obligations under this Note.

13. **Severability**. In the event any term or provision of this Note is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Note, which terms and provision shall remain binding and enforceable.

14. **Confession of Judgment**. The undersigned irrevocably authorizes and empowers any attorney-at-law (including, without limitation, any attorney who has represented or does represent the holder of this Note) to appear for it, in the name and on behalf of the undersigned, before any court in the State of Ohio or elsewhere having statutory jurisdiction to render a cognovit judgment against the undersigned and/or any endorser, or surety, at any time after this obligation becomes due, and waive process and service thereof, and without notice, confess judgment against the undersigned in favor of the payee or holder, for the amount that may appear to be due hereon for principal, interest, damages and costs of suit, release all errors in any judgments so confessed, and waive all right and benefit of appeal and stay of execution. In the event the attorney at law who confesses judgment hereon has represented or does represent the holder of this Note, the undersigned specifically waives any conflict of interest on the part of such confessing attorney and specifically consents to the payment by the holder of this Note of the legal fee of the confessing attorney for confessing judgment hereon. The undersigned expressly acknowledges that the within warrant of attorney shall be deemed a continuing warrant of attorney and shall not be extinguished or terminated by reason of its having been utilized once or more than once against one or more of the undersigned, and that the within warrant of attorney shall survive the entry of any judgment hereon and shall remain in effect as long as any amounts due thereon remain unpaid. This provision and the rights herein granted shall not be affected by the dissolution or liquidation of any of the undersigned. Each of the undersigned further acknowledge and agree that, upon any acceleration of the indebtedness of the undersigned, for any reason, failure to pay the entire outstanding accelerated indebtedness shall be a payment default under Ohio Revised Code Section 2323.13.

(Remainder of page intentionally left blank; signature page follows)

IN WITNESS WHEREOF, Borrower and Lender have duly executed this Promissory Note as of the day and year first above written.

Borrower:

"WARNING: BY SIGNING THIS PAPER, YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR, WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE."

HALL OF FAME ENTERTAINMENT & RESORT COMPANY,
a Delaware corporation

By: /s/ Michael Crawford
Name: Michael Crawford
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, Borrower and Lender have duly executed this Promissory Note as of the day and year first above written.

Borrower:

"WARNING: BY SIGNING THIS PAPER, YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR, WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE."

HOF VILLAGE RETAIL I, LLC,
a Delaware limited liability company

By: /s/ Michael Crawford
Name: Michael Crawford
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, Borrower and Lender have duly executed this Promissory Note as of the day and year first above written.

Borrower:

"WARNING: BY SIGNING THIS PAPER, YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR, WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE."

HOF VILLAGE RETAIL II, LLC,
a Delaware limited liability company

By: /s/ Michael Crawford
Name: Michael Crawford
Title: President and Chief Executive Officer

Exhibit 10.2

BUSINESS LOAN AGREEMENT

Borrower:	HALL OF FAME RESORT & ENTERTAINMENT COMPANY 2626 Fulton Drive NW Canton, OH 44718	Lender:	STARK COMMUNITY FOUNDATION, INC. 400 Market Avenue N, Suite 200 Canton, OH 44702

THIS BUSINESS LOAN AGREEMENT ("Agreement"), dated June 16, 2022, is made and executed between HALL OF FAME RESORT & ENTERTAINMENT COMPANY, a Delaware corporation ("Borrower"), and STARK COMMUNITY FOUNDATION, INC. ("Lender") on the following terms and conditions. Borrower understands and agrees that in granting, renewing, or extending any Loan, Lender is relying upon the representations, warranties, and agreements set forth In this Agreement and the Term Loan Note (described below); and all shall be and remain subject to the terms and conditions of this Agreement. All capitalized terms used in this Agreement shall have the meaning provided below in the definition section of this Agreement, unless otherwise indicated in the body of this Agreement.

LOAN FACILITIES. This Agreement shall apply to a Term Loan in the original principal amount of $5,000,000.00 (the "Term Loan") as evidenced by a Promissory Note ("Term Loan Note") executed on June 16, 2022.

TERM OF AGREEMENT. This Agreement shall be effective as of June 16, 2022 and shall continue in full force and effect until: (i) such time as the Term Loan in favor of Lender has been paid in full, including principal, interest, costs, expenses, reasonable attorneys' fees, and other fees and charges associated therewith, or (ii) until such time as the parties may agree in writing to terminate this Agreement (the "Term of Agreement").

TERM OF TERM LOAN. In the absence of an Event of Default, the initial Term Loan shall mature and shall be due and payable in full May 31, 2029 (the " Maturity Date").

USE OF LOAN PROCEEDS. The proceeds of the Loan set forth in this Agreement shall be used by Borrower for the sole purpose of funding (i) the infrastructure development for Phase II of the Borrower's Development Plan including but not limited to an on campus hotel, an indoor waterpark, the Constellation Center for Excellence, the Center for Performance, the Play Action Plaza and the Fan Engagement Zone (i.e. a retail promenade), and (ii) to any costs or fees in connection with the Term Loan (collectively, "Phase II").

INTEREST. The interest rate applicable to the Term Loan shall be six percent (6.0%) per annum. Upon an Event of Default, the interest rate applicable to the outstanding principal balance under the Term Loan Note shall equal the interest rate that would otherwise be in effect pursuant to the provisions of the Term Loan Note, plus five percent (5%) per annum.

REPAYMENT OBLIGATIONS. The following repayment obligations shall apply to the Term Loan:

(A) **Term Loan:** Interest payments under the Term Loan shall be paid annually on December 31st of each year, and continuing in such amount on the same day of each year thereafter. On the Maturity Date, the Term Loan shall mature and payment shall be in the amount required to fully satisfy the entire outstanding principal balance, all accrued interest, and all other amounts that may be due and owing to Lender under this Agreement and the Term Loan Note and the Loan Documents.

FEES. The Borrower shall pay Lender all reasonable costs and expenses incurred by Lender in review and negotiation of the Loan Documents, including Lender's outside counsel attorney fees payable at Closing.

CONDITIONS PRECEDENT TO TERM LOAN. Lender's obligation to make the Term Loan under this Agreement and to make the disbursements of the Term Loan proceeds in accordance with this Agreement shall be subject to, and contingent upon, the fulfillment to Lender's reasonable satisfaction (unless a different standard is indicated below) of all of the conditions set forth In this Agreement, including, but not limited to the following:

Loan Documents. Borrower shall have executed and/or provided to Lender the following documents for the Term Loan: (1) the Term Loan Note; (2) this Agreement; and (3) all other documents as Lender may reasonably require; all in form and substance reasonably satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement and the Term Loan Note.

Representations and Warranties. The representations and warranties set forth in this Agreement, and in the Term Loan Note, or any of the other Loan Documents, if any, and in any document or certificate delivered by Borrower to Lender under this Agreement or in connection with any Loan, are true, accurate and complete in all material respects as of the date hereof.

Compliance with Affirmative and Negative Covenants. Borrower has complied in all material respects with all negative and affirmative covenants set forth in this Agreement and the Loan Documents, as determined by Lender in its reasonable discretion.

Due Diligence. Lender shall have completed all of the due diligence investigations, reviews, and analysis required by Lender prior to the disbursement of the Term Loan proceeds, and such due diligence shall be satisfactory to Lender. The financial condition, operating status, and general business prospects of the Borrower shall be satisfactory to Lender.

No Adverse Change. No material adverse change has occurred, or is threatened to occur, with respect to Borrower in connection with the businesses, operations, customer base, prospects, or any financial or other condition, which would have a material adverse effect on the Borrower, as determined by Lender in its reasonable discretion.

No Event of Default. There shall not exist as of the Closing Date a condition which would constitute or lead to an Event of Default under this Agreement or under any Loan Document.

Change in Law. No change has occurred in any applicable law, rule, regulation, or requirement restricting Lender's ability to extend credit to Borrower in accordance with the terms set forth in the Loan Documents.

TERM LOAN DISBURSEMENT. Borrower and Lender agree that the proceeds of the Term Loan shall be disbursed to Borrower in the following manner: (a) $2,500,000 upon Borrower's execution and delivering of the Agreement and the Term Loan Note (the "Closing Date") and (b) $2,500,000 upon formal and final approval of loans to Borrower from each of the City of Canton and Stark County.

REPRESENTATIONS AND WARRANTIES. Borrower hereby represents and warrants to Lender, as of the date of this Agreement and as of the date of any renewal, extension, or modification of any loan and at all times any Indebtedness exists:

Authority. Borrower has full power, authority and legal right to enter into this Agreement and the Loan Documents, and to perform all their respective obligations hereunder and thereunder. This Agreement and the Loan Documents have been duly executed and delivered by Borrower, and this Agreement and the Loan Documents constitute the legal, valid and binding obligation of Borrower enforceable in accordance with their terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally. The execution, delivery and performance of this Agreement and the Loan Documents (a) are within Borrower's powers, have been duly authorized by all necessary company action, are not in contravention of law or the terms of Borrower's organizational documents or other applicable documents relating to Borrower's formation or to the conduct of Borrower's business or of any material agreement, other than prior agreements with Lender that are superseded hereby or undertaking to which it is a party or by which it is bound, (b) will not conflict with or violate in any material respect any law or regulation, or any judgment, order or decree of any governmental body, (c) will not require the consent of any governmental body or any other person, (d) will not conflict with, nor result in any breach in any of the provisions of or constitute a default under or result in the creation of any lien upon any asset of such Borrower under the provisions of any agreement, charter document, instrument, organizational documents, or other instrument to which such Borrower is a party or by which it or its property is a party or by which it may be bound, other than prior agreements with Lender.

Organization. Borrower is a Delaware corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Delaware and any other state in which it is registered or authorized to do business. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having

obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Borrower maintains its principal office at 2626 Fulton Drive NW, Canton, OH 44718. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including their records concerning the collateral, if any. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change In Borrower's name or address of its principal office.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: **None**.

Financial Disclosures. Borrower's financial statements supplied to Lender truly and completely disclose Borrower's financial condition as of the statement and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statements supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements or as otherwise disclosed to Lender in writing.

Taxes and Governmental Obligations. Borrower is not in violation of any applicable statute, law, rule, regulation or ordinance, court, governmental body or arbitration board or tribunal in any respect which could reasonably be expected to have a material adverse effect on a Borrower or its ability to perform as required in this Agreement or any other Loan Documents. Borrower has filed all federal, state, and local tax returns, together with all other reports which it is required by law to file. Borrower has paid all taxes, assessments, and other similar charges that are due and payable, except for any taxes, assessments, are charges which are being contested in good faith and for which adequate reserves have been provided for. Borrower has withheld all employee and similar taxes which it is required by law to withhold and has maintained adequate reserves for the payment of all taxes and similar charges. No tax liens have been filed with respect to Borrower, and to the knowledge of Borrower, no claims are being asserted with respect to any such taxes, assessments, or charges (and no basis exists for any such claims).

Licenses and Permits. Borrower (a) is in compliance in all material respects with and (b) has procured and is now in possession of, all material licenses or permits required by any applicable federal, state or local law, rule or regulation for the operation of its business in each jurisdiction wherein it is now conducting or proposes to conduct business.

No Default. Except as otherwise disclosed by Borrower to Lender as of the date of this Agreement, Borrower is not in material default in the payment or performance of any of its obligations under any contract (including financing obligations) and no event has occurred under the provisions of any applicable contract which with or without the lapse of time or the giving of notice, or both, constitutes or would constitute an event of default thereunder.

No Litigation. Except as otherwise disclosed by Borrower to Lender, Borrower is not involved in any pending or threatened litigation, arbitration, action or proceeding which may have a material adverse effect on its financial condition or its ability to perform as required under this Agreement or the Loan Documents. No event has occurred which, to the best of Borrower's knowledge, could result in any violation of the representations and warranties set forth in this paragraph. Borrower has duly complied with, and its facilities, business, assets, property, leaseholds, real property and equipment, are in compliance in all material respects with, the provisions of the Federal Occupational Safety and Health Act; there have been no outstanding citations, notices or orders of non-compliance issued to Borrower or relating to Its business, assets, property, leaseholds or equipment under any such laws, rules or regulations. Borrower is not involved in any labor dispute; there are no strikes, walkouts or union organization of any of Borrower's employees threatened or to Borrower's knowledge in existence.

Plan Contributions. Except for Borrower's 401(k) plan for employees in the ordinary course of Borrower's business, Borrower does not maintain or contribute to any employee related benefit plan.

Solvency. After giving effect to the within loan transaction, Borrower will be solvent, able to pay its debts as they mature, will have capital sufficient to carry on its business, and (i) as of the Closing Date, the fair present saleable value of its assets,

calculated on a going concern basis, is in excess of the amount of their liabilities and (ii) subsequent to the Closing Date, the fair saleable value of their assets (calculated on a going concern basis) will be In excess of the amount of its liabilities.

Compliance With Law. Borrower is in compliance and conformity, in all material respects, with all laws (including without limitation all applicable foreign, federal, state and local laws, including environmental laws, safety laws, pension laws and employment or labor laws), ordinances, rules, regulations and all other legal requirements. Borrower has not received any notice or order of any violation or claim of violation of any such law, ordinance, rule, regulation, or requirement from any governmental authority.

Environmental Matters. To Borrower's knowledge, Borrower's operations and the properties which it owns, leases, and operates are and have always been in compliance, in all material respects, with all laws and orders relating to any hazardous or dangerous waste or substance, any pollutants, or any waste disposal. No proceeding is pending or threatened against or affecting Borrower with respect to any such environmental matters.

Full Disclosure. No representation or warranty made by Borrower in any Loan Documents contains any untrue statement of a material fact or omits a material fact necessary to make the statements contained herein or therein not misleading. There is no fact which Borrower has not disclosed to Lender which has or will have a material adverse effect on the financial condition or assets of the Borrower.

Completeness and Survival of Representations and Warranties. The representations, warranties, and all covenants contained in this Agreement shall be of a continuing nature and survive the closing of the transactions contemplated by the Loan Documents and termination of this Agreement. No warranty or representation made herein, and no statement contained in any document, instrument, schedule or exhibit otherwise delivered to Lender in connection with the loan transaction contains, or will contain, any untrue statement of any material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in the light of the circumstances in which they are made, not misleading.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement and any Loan Document remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower which could materially affect the financial condition of Borrower, (3) any fact or occurrence that makes any of the representations and warranties inaccurate or incomplete in any material respect and/or which causes, or could lead to, it being in default of the affirmative or negative covenants, or any other term or condition, set forth in this Agreement or in the Loan Documents, (4) the occurrence of a default with respect to any material indebtedness or obligation owed to another person, and (5) the failure to act on the part of Borrower when action is required, which results in the breach of any covenants imposed upon the Borrower by the Loan Documents, or which, with the giving of notice of passage of time would result in a breach of such covenants, including, specifically, without limitation, the failure of Borrower to maintain any of the covenants set forth in the Loan Documents.

Financial Records. Permit Lender to examine and audit Borrower's books and records at all reasonable times upon reasonable advance notice to Borrower.

Financial Statements. Furnish Lender with such financial statements and other related information at such frequencies and in such detail as set forth in this Agreement and/or as Lender may reasonably request.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's assets, properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Loan Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement with Lender.

Compliance with Governmental Requirements. Comply in all material respects with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's assets, properties, businesses and operations, including without limitation, ERISA, environmental laws and Americans with Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's reasonable opinion, Lender's interests are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Loan Proceeds. Use all Loan proceeds solely for the infrastructure development for the construction of Phase II, and all costs or fees incurred in connection with the Term Loan.

Existence As A Company. Borrower shall remain a corporation validly existing and in good standing under the laws of the State of Delaware, and shall remain, or shall become, as required, duly licensed or qualified to do business in all states wherein the failure to be so licensed or qualified would have a material adverse effect upon Borrower.

Payment of Fees; Costs and Expenses. Borrower shall reimburse Lender for any and all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees incurred or paid by Lender or any of its officers, employees, or agents in connection with: (a) the preparation, negotiation, procurement, review, administration, or enforcement of the Loan Documents or any instrument, agreement, document, policy, consent, waiver, subordination, release of lien, termination statement, satisfaction of mortgage, financing statement or other lien search, recording or filing related thereto (or any amendment, modification or extension to, or any replacement or substitution for, any of the foregoing), whether or not any particular portion of the transactions contemplated during such negotiations is ultimately consummated, and (b) the defense, preservation, and protection of Lender's rights and remedies thereunder, including without limitation, whether incurred in bankruptcy, insolvency, foreclosure, or other litigation or proceedings or otherwise. The costs shall be due and payable upon demand by Lender. At the option of Lender, Lender may withhold the same from the loan proceeds to be delivered to Borrower. If Borrower fails to pay the costs upon such demand, Lender is entitled to disburse such sums as Obligations. Thereafter, the costs shall bear interest from the date incurred or disbursed at the highest rate set forth in the Note(s). This provision shall survive the termination of this Agreement and/or the repayment of any amounts due or the performance of any Obligation.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, and until all amounts due and payable to Lender under the Loan Documents have been satisfied in full, Borrower, and any subsidiary of a Borrower, shall not without the prior written consent of Lender:

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged or plans to engage, without prior notice to Lender and approval by Lender, which approval shall not be unreasonably withheld; (2) Merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell its assets out of the ordinary course of business; (3) intentionally omitted; (4) purchase, sell, transfer, or retire a majority or controlling interest of its outstanding units, issue additional units, or materially alter or amend its capital or equity structure, without prior written notice to Lender and approval by Lender, which consent shall not be unreasonably withheld, conditioned or delayed; (5) Amend, modify, or waive any material term or material provisions of its Code of Regulations or By Laws, unless required by law without prior notice and approval of Lender, which approval shall not be unreasonably withheld, or (6) intentionally omitted.

Payments of Other Debt. Make any payments of interest or re-payment of outstanding principal on any debt, liability, or obligation, including, without limitation, any such debt, liability, or obligation to any of its Subsidiaries, Affiliates, or any related or affiliated party thereto, other than the Permitted Debt (hereinafter defined).

No Debt. Create, suffer to exist, or permit in any fashion, voluntarily or by operation of law, any debt obligation, including contingent obligations, or otherwise guarantee, endorse, or become surety for or upon any obligations of others, other than: (i) debt to Lender as provided in this Agreement and the Loan Documents, (ii) debt existing on the date of this Agreement (including any extensions, renewals, or refinancing thereof, but not to the extent of any increase in the amount of any debt or obligation thereunder), (iii) debt entered into by Borrower or any of its Affiliates or Subsidiaries in its ordinary course of business or in connection with development with any of its projects (including, but not limited to, the development of the Hall of Fame Village), provided Borrower obtains Lender's written consent prior to incurring any such debt, which consent shall not be unreasonable withheld or delayed., (iv) trade payables and accrued expenses incurred in the ordinary course of business which are not represented by a promissory note or other evidence of indebtedness, but not to its members, subsidiaries, or any Affiliates thereto, (v) debt which is approved by Lender in writing prior to the creation of the debt obligations (which approval shall not be unreasonably withheld, or delayed) ("Permitted Debt").

No Payment. Except for in connection with the Permitted Debt, make any payment outside the ordinary course of business, or make any pre-payment, repurchase, or redemption, in connection with any note or other debt or obligation.

No Pledge. Pledge, encumber, transfer, or license of any interest in its assets, except as otherwise specifically herein permitted, in connection with any Permitted Debt or in the ordinary course of its business, including without limitation a pledge, encumber, transfer, or license of its goodwill or intellectual property, which includes, but is not limited to, trademarks, copyrights, patents, designs, inventions, creations, formulas, and names.

Licenses and Permits. Allow any license, permit or other right necessary to conduct its business in its ordinary course to lapse or be revoked, either voluntarily, for failure to perform or otherwise comply with the requirements and conditions of said license, permit or other right, or by operation of law.

Agreements. Borrower will not enter into any agreement containing any provisions which would be violated or breached by the performance of the obligations under this Agreement.

No Distributions. If an Event of Default has occurred and is continuing beyond any applicable notice and/or cure period, Borrower will not make any distributions to its shareholders, without Lender's prior written consent, which consent shall not be unreasonably withheld, or delayed.

No Change of Business, Business Name or Registration. Engage in any business activities other than the business presently conducted. Furthermore, Borrower shall not change its name or do business under any other name, or change its state of registration without providing Lender at least 30 days' prior written notice.

Affiliate Transactions. Borrower shall not, from and after the date of the Loan Documents, enter into, or be a party to, any transaction with any Affiliate of Borrower, except in connection with any Permitted Debt or the ordinary course of, and pursuant to the reasonable requirements of, Borrower's business and upon fair and reasonable terms which are fully disclosed to Lender and which are no less favorable to Borrower than Borrower would obtain in a comparable arms-length transaction with a person or entity not an Affiliate of Borrower.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan advances or to disburse Loan proceeds if Lender determines, in its reasonable discretion, that: (A) an Event of Default exists under the terms of this Agreement, the Loan Documents or any other agreement that Borrower has with Lender, now or in the future; (B) Borrower becomes insolvent, files a petition in bankruptcy or similar proceedings, or Is adjudged a bankrupt, (C) any of the conditions precedent set forth above in this Agreement are not satisfied, or (D) there occurs a material adverse change in Borrower's financial condition.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement and the Loan Documents:

Payment Default. Borrower fails to make any payment within ten (10) days of when due under this Agreement, under the Term Loan Note, or the Loan Documents, when due in connection with the Term Loan.

Completion Default. Borrower fails to complete the infrastructure development for Phase II on or before December 31, 2024.

Other Defaults. Borrower fails to comply with, or to perform any other term, debt, Indebtedness, obligation, covenant or condition, contained in this Agreement, or the Term Loan Note, or the Loan Documents, other than non-payment, or the occurrence of any of the other Events of Default set forth in this Agreement or the Term Loan Note, and said default continues for a period of thirty (30) days or more after the date Borrower receives written notice from the Lender of such failure; provided, however, that if curing such Event of Default cannot reasonably be accomplished within said thirty (30) day period, then Borrower shall have an additional sixty (60) day period to cure such Event of Default and no Event of Default shall be deemed to exist hereunder so long as Borrower commences such cure within the initial thirty (30) days period and diligently and in good faith pursues such cure to completion within such resulting ninety (90) day period from the date of Lender's notice.

Default in Favor of Third Parties. Subject to any grace periods or rights to cure, Borrower, defaults under any loan, debt, Indebtedness, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially adversely affect the assets or property taken as a whole, or any of Borrower's, or assets or property taken as a whole, or their ability to repay the Indebtedness, or perform their obligations under the Loan Documents, as determined by Lender in its reasonable discretion.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower, or on its behalf, under this Agreement, the Term Loan Note, or the Loan Documents is false or misleading in any material respect, either now or at the time made or becomes false at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence, the cessation of Borrower's or any business for any reason, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's, or their businesses or property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower, excepting, however, an involuntary bankruptcy proceeding, for which Borrower shall have sixty (60) days from the date of filing to discharge.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower, or by any governmental agency against Borrower, or any assets of Borrower. This includes a garnishment of any of Borrower's accounts. However, this Event of Default shall not apply if there is a good faith dispute as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond in an amount determined by Lender as being an adequate reserve or bond for the dispute.

Additional Financing. The failure of Borrower to provide to Lender monthly reports which show progress toward the completion of the due diligence leading to the closing on financing in an amount reasonably necessary to complete the infrastructure development for Phase II.

Adverse Change. A material adverse change occurs in Borrower's financial condition which leads Lender to reasonably believe that the prospect of a Borrower's payment or performance is impaired.

EFFECT OF AN EVENT OF DEFAULT. At any time after the occurrence and continuation of an Event of Default beyond any applicable grace or cure period, except where otherwise provided in this Agreement or the Loan Documents, all commitments and obligations of Lender under this Agreement immediately will terminate (including any obligation to make further Loan disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in this Agreement and the Loan Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower shall not affect Lender's right to declare a default and to exercise its rights and remedies.

FINANCIAL STATEMENTS. As soon as available, but in no event later than One Hundred Twenty (120) days after the end of each fiscal year, Borrower shall furnish Lender with audited financial statements for Borrower, including balance sheet and income statement for the year ended. In addition, Borrower shall promptly provide Lender with copies of its publicly filed annual Form 10-K's and quarterly Form 10-Q'sfor each of Borrower's fiscal quarters during the term of the Loan. In addition, Borrower shall furnish to Lender monthly reports describing the status of Borrower's pending financing requests to obtain financing in an amount to reasonably complete the infrastructure development for Phase II.

TAX RETURNS. Within thirty (30) days after filing, Borrower shall obtain and furnish to Lender the annual federal, state, and local income tax returns filed by Borrower, together with all schedules and attachments thereto.

INDEMNIFICATION. Notwithstanding anything to the contrary contained herein or in any Loan Document, to the fullest extent permitted by law, Borrower hereby agrees to protect, indemnify, defend and save harmless, Lender and its directors, officers, Affiliates, agents and employees from and against any and all liability, expense or damage of any kind or nature and from any suits, claims or demands, including legal fees and expenses relating to the breach of any covenant, representation, or warranty by Borrower, or on account of any matter or thing or action or failure to act by Lender or Borrower, whether or not in litigation, arising out of this Agreement or any Loan Document, or any Event of Default, or any default or event which, with the lapse of time, would constitute an Event of Default, provided, however, that Borrower shall not be required to indemnify Lender to the extent such suit, claim or damage is caused solely by willful malfeasance of Lender, its directors, officers, agents and authorized employees. This indemnity is not intended to excuse Borrower from performing hereunder. All obligations on the part of Borrower shall survive the closing of the transaction contemplated by any Loan Document, the repayment of any Obligation and any cancellation of any Loan Document.

OTHER INFORMATION. Borrower shall promptly furnish to Lender such other information, reports, certificates, and substantiating documentation as Lender may reasonably request to reflect Borrower's financial condition and business performance.

PRIOR AGREEMENTS. This Agreement shall supersede any prior business loan agreement between Borrower and Lender.

INTERPRETATION OF LOAN DOCUMENTS. The provisions set forth in this Agreement and the Loan Documents shall be cumulative. In the event of a discrepancy between the provisions set forth in this Agreement and the provisions set forth in the Loan Documents, the provisions which are most restrictive or impose the greatest obligation on Borrower shall apply.

NOTICES. Any notices under or pursuant to this Agreement shall be deemed duly sent when delivered in hand or when mailed by registered or certified mail, return receipt requested, addressed as follows:

To Borrower:	Hall of Fame Resort & Entertainment Company 2626 Fulton Drive NW Canton, OH 44718 Attn: Chief Financial Officer
W/ a copy to:	Hall of Fame Resort & Entertainment Company 2626 Fulton Drive NW Canton, OH 44718 Attn: General Counsel
To Lender:	Stark Community Foundation, Inc. 400 Market Avenue N, Suite 200 Canton, OH 44702

ASSIGNMENT. Borrower agrees not to assign any of Borrower's rights, remedies or obligations described in this Note without the prior written consent of Lender, which consent may be withheld in Lender's sole discretion. This Agreement is assignable by Lender, and any transfer or assignment of this Agreement, Note, or the Loan Documents, or portions thereof by Lender, shall operate to vest in any such assignee all rights and powers herein conferred upon and granted to Lender.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United State of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower, or on Borrower's behalf, on the Term Loan.

Affiliate. The word "Affiliate" shall mean as to any Person, any other Person (excluding any Subsidiary) which, directly or indirectly, is in control of, is controlled by, or is under common control with such Person. For purposes of this definition, a Person shall be deemed to be "controlled by" a Person if such Person possesses, directly or indirectly, power either (i) to vote twenty percent (20%) or more of the securities having ordinary voting power for the election of directors of such Person or (ii) to direct or cause the direction of the management and policies of such Person whether by control or otherwise.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means Hall of Fame Resort & Entertainment Company.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement and the Term Loan Note.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note, this Agreement and any other amounts, including costs and expenses, which Borrower owes to Lender, now or at any time in the future, including without limitation all principal, interest, costs and expenses and other obligations set forth in the Note, this Agreement, or under any of the Loan Documents.

Lender. The word "Lender" means Stark Community Foundation, Inc., its successors and assigns.

Loan. The words "Loan" or "Loans" means the following, whether now existing or hereafter created, entered into or otherwise existing: (i) Term Loan, as described above in this Agreement, (ii) any and all other loans, letters of credit, guaranties, and/or financial accommodations from Lender to Borrower.

Loan Account. The words "Loan Account" mean a loan account in the name of Borrower maintained in accordance with Lender's customary procedures, in which shall be recorded, among other things, the date and amount of each Advance made by Lender and the date and amount each payment in respect thereof; provided, however, the failure by Lender to record the date and amount of any Advance shall not adversely affect Lender.

Loan Documents. The words "Loan Documents" means, collectively and Individually, the following: (1) this Agreement; (2) the Term Loan Note; (3) any exhibit or schedule attached to this Agreement or to any of the Loan Documents and any document or report required to be provided by Borrower from time to time in connection with the Loans; and (4) all other documents as Lender may reasonably require; all in form and substance satisfactory to Lender and Lender's counsel.

Note or Notes. The words "Note" or "Notes" mean the Term Loan Note, together with all renewals of, extensions of, modifications of, refinancings of, replacements of, consolidations of, and substitutions for such Notes.

Term Loan Note. The words "Term Loan Note" mean collectively or individually: the Promissory Note executed, or to be executed, by Borrower to reflect the indebtedness in connection with the Term Loan, in the original principal amount of

$5,000,000.00, dated of even date herewith together with all renewals of, extensions of, modifications of, refinancings of, replacements of, consolidations of, and substitutions for such Note.

Person. The word "Person" means any individual, sole proprietorship, partnership, corporation, business trust, joint stock company, trust, unincorporated associate organization, association, limited liability company, institution, public benefit corporation, joint venture, entity or governmental body.

Subsidiary. The word "Subsidiary" means a corporation, limited liability company, or other entity of whose shares of stock, units, or other ownership interests having ordinary voting power (other than stock or other ownership interest having such power only by reason of the happening of a contingency) to elect a majority of the directors of such corporation, are owned, directly or indirectly, by Borrower.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS AGREEMENT IS ENTERED INTO AND DATED AS OF JUNE 16, 2022.

WARNING- BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

BORROWER:

By: HALL OF FAME RESORT & ENTERTAINMENT COMPANY

By: /s/ Michael Crawford
Print Name: Michael Crawford
Its: President & CEO

LENDER:

STARK COMMUNITY FOUNDATION, INC.

By: /s/ Mark J. Samolczyk
Print Name: Mark J. Samolczyk
Its: President & CEO

Cover	Jun. 16, 2022
Document Type	8-K
Amendment Flag	false
Document Period End Date	Jun. 16, 2022
Entity File Number	001-38363
Entity Registrant Name	HALL OF FAME RESORT & ENTERTAINMENT COMPANY
Entity Central Index Key	0001708176
Entity Tax Identification Number	84-3235695
Entity Incorporation, State or Country Code	DE
Entity Address, Address Line One	2626 Fulton Drive NW
Entity Address, City or Town	Canton
Entity Address, State or Province	OH
Entity Address, Postal Zip Code	44718
City Area Code	(330)
Local Phone Number	458-9176
Written Communications	false
Soliciting Material	false
Pre-commencement Tender Offer	false
Pre-commencement Issuer Tender Offer	false
Entity Emerging Growth Company	true
Elected Not To Use the Extended Transition Period	false
Common Stock, $0.0001 par value per share	
Title of 12(b) Security	Common Stock, $0.0001 par value per share
Trading Symbol	HOFV
Security Exchange Name	NASDAQ
Warrants to purchase 1.	
Title of 12(b) Security	Warrants to purchase 1.421333 shares of Common Stock
Trading Symbol	HOFVW
Security Exchange Name	NASDAQ

```
{
 "instance": {
  "ea101748-8k_halloffame.htm": {
   "axisCount": 1,
   "axisStandard": 1,
   "contextCount": 5,
   "dts": {
    "definitionLink": {
     "local": [
      "hofv-20220616_def.xml"
     ]
    },
    "inline": {
     "local": [
      "ea101748-8k_halloffame.htm"
     ]
    },
    "labelLink": {
     "local": [
      "hofv-20220616_lab.xml"
     ]
    },
    "presentationLink": {
     "local": [
      "hofv-20220616_pre.xml"
     ]
    },
    "schema": {
     "local": [
      "hofv-20220616.xsd"
     ]
    },
    "remote": {
     "http://www.xbrl.org/2003/abel-instance-2003-12-31.xsd",
     "http://www.xbrl.org/2003/abel-linkbase-2003-12-31.xsd",
     "http://www.xbrl.org/2003/xl-2003-12-31.xsd",
     "http://www.xbrl.org/2003/xlink-2003.xsd",
     "http://www.xbrl.org/2005/dtr/dtr-2005.xsd",
     "http://www.xbrl.org/2006/ref-2006-02-27.xsd",
     "http://www.xbrl.org/lrr/role/negated-2009-12-16.xsd",
     "http://www.xbrl.org/lrr/role/net-2009-12-16.xsd",
     "https://www.xbrl.org/dtr/type/2020-01-31/types.xsd",
     "https://www.xbrl.org/dtr/type/3.2020-01-31/types.xsd",
     "https://xbrl.fasb.org/srt/2022/elts/srt-2022.xsd",
     "https://xbrl.fasb.org/srt/2022/elts/srt-roles-2022.xsd",
     "https://xbrl.fasb.org/srt/2022/elts/srt-types-2022.xsd",
     "https://xbrl.fasb.org/srm-ext/2022/elts/srm-ext-2022.xsd",
     "https://xbrl.fasb.org/srm-ext/2022/elts/srm-ext-roles-2022.xsd",
     "https://xbrl.fasb.org/srm-ext/2022/elts/srm-ext-types-2022.xsd",
     "https://xbrl.ifrs.org/taxonomy/2022/ifrs-cor/ifrs-cor-2022.xsd",
     "https://xbrl.sec.gov/country/2022/country-2022.xsd",
     "https://xbrl.sec.gov/dei/2022/dei-2022.xsd"
    }
   }
   "elementCount": 65,
   "entityCount": 1,
   "hidden": {
    "http://xbrl.sec.gov/dei/2022": 2,
    "total": 2
   }
   "keyCount": 5,
   "language": "en-US",
   "memberCount": 3,
   "memberStandard": 3,
   "namespaceCount": 7,
   "nsprefix": "hofv",
   "nsuri": "http://hofvenc.com/20220616",
   "nonfactCount": 1,
   "fact": {
    "firstAnchor": {
     "ancestors": [
      "span",
      "p",
      "p",
      "div",
      "body",
      "html"
     ]
     "baseRef": "ea101748-8k_halloffame.htm",
     "contextRef": "FromJul2-06-16toJul22-06-16",
     "decimals": null,
     "first": true,
     "lang": "en-US",
     "name": "dei:DocumentType",
     "negativeCount": 0,
     "unique": true,
     "unitRef": null,
     "xml10": "false"
    }
    "groupType": "document",
    "isDefault": "true",
    "longName": "000000101 - Document - Cover",
    "role": "http://hofvenc.com/role/Cover",
    "uniqueAnchor": "true",
    "subGroupType": "0",
    "uniqueAnchor": {
     "ancestors": [
      "span",
      "p",
      "p",
      "div",
      "body",
      "html"
     ]
     "baseRef": "ea101748-8k_halloffame.htm",
     "contextRef": "FromJul2-06-16toJul22-06-16",
     "decimals": null,
     "first": true,
     "lang": "en-US",
     "name": "dei:DocumentType",
     "negativeCount": 0,
     "unique": true,
     "unitRef": null,
     "xml10": "false"
    }
   }
   "segmentCount": 2,
   "fact": {
    "dei_CommonStockPerValuePerShareMember": {
     "auth_ref": [],
     "lang": {
      "en-us": {
       "role": {
        "label": "Common Stock, $0.0001 par value per share"
       }
      }
     }
     "localname": "CommonStock0.0001ParValuePerShareMember",
     "nsuri": "http://hofvenc.com/20220616",
     "presentation": [
      "http://hofvenc.com/role/Cover"
     ]
     "xbrltype": "domainItemType"
    }
    "SEC_PercentsToPurchase1.Member": {
     "auth_ref": [],
     "lang": {
      "en-us": {
       "role": {
        "label": "Percents to purchase 1."
       }
      }
     }
     "localname": "PercentsToPurchase1.Member",
     "nsuri": "http://hofvenc.com/20220616",
     "presentation": [
      "http://hofvenc.com/role/Cover"
     ]
     "xbrltype": "domainItemType"
    }
    "dei_AmendmentDescription": {
     "auth_ref": [],
     "lang": {
      "en-us": {
       "role": {
        "documentation": "Description of changes contained within amended document.",
        "label": "Amendment Description"
       }
      }
     }
     "localname": "AmendmentDescription",
     "nsuri": "http://xbrl.sec.gov/dei/2022",
     "presentation": [
      "http://hofvenc.com/role/Cover"
     ]
     "xbrltype": "stringItemType"
    }
    "dei_AmendmentFlag": {
     "auth_ref": [],
     "lang": {
      "en-us": {
       "role": {
        "documentation": "Boolean flag that is true when the XBRL content amends previously-filed or accepted submission.",
        "label": "Amendment Flag"
       }
      }
     }
     "localname": "AmendmentFlag",
     "nsuri": "http://xbrl.sec.gov/dei/2022",
     "presentation": [
      "http://hofvenc.com/role/Cover"
     ]
     "xbrltype": "booleanItemType"
    }
    "dei_AnnualInformationForm": {
     "auth_ref": [
      "r18"
     ],
     "lang": {
      "en-us": {
       "role": {
        "documentation": "Boolean flag with value true or a form if it is an annual report containing an annual information form.",
        "label": "Annual Information Form"
       }
      }
     }
     "localname": "AnnualInformationForm",
     "nsuri": "http://xbrl.sec.gov/dei/2022",
     "presentation": [
      "http://hofvenc.com/role/Cover"
     ]
     "xbrltype": "booleanItemType"
    }
    "dei_AuditedAnnualFinancialStatements": {
     "auth_ref": [
      "r18"
     ],
     "lang": {
      "en-us": {
       "role": {
        "documentation": "Boolean flag with value true or a form if it is an annual report containing audited financial statements.",
        "label": "Audited Annual Financial Statements"
       }
      }
     }
     "localname": "AuditedAnnualFinancialStatements",
     "nsuri": "http://xbrl.sec.gov/dei/2022",
     "presentation": [
      "http://hofvenc.com/role/Cover"
     ]
     "xbrltype": "booleanItemType"
    }
    "dei_CityAreaCode": {
     "auth_ref": [],
     "lang": {
      "en-us": {
       "role": {
        "documentation": "Area code of city",
        "label": "City Area Code"
       }
      }
     }
     "localname": "CityAreaCode",
     "nsuri": "http://xbrl.sec.gov/dei/2022",
     "presentation": [
      "http://hofvenc.com/role/Cover"
     ]
     "xbrltype": "normalizedStringItemType"
    }
    "dei_CountryRegion": {
     "auth_ref": [],
     "lang": {
      "en-us": {
       "role": {
        "documentation": "Region code of country",
        "label": "Country Region"
       }
      }
     }
     "localname": "CountryRegion",
     "nsuri": "http://xbrl.sec.gov/dei/2022",
     "presentation": [
      "http://hofvenc.com/role/Cover"
     ]
     "xbrltype": "normalizedStringItemType"
    }
    "dei_CoverAbstract": {
     "auth_ref": [],
     "lang": {
      "en-us": {
       "role": {
        "documentation": "Cover page."
       }
      }
     }
     "localname": "CoverAbstract",
     "nsuri": "http://xbrl.sec.gov/dei/2022",
     "presentation": [
      "http://hofvenc.com/role/Cover"
     ]
     "xbrltype": "stringItemType"
    }
    "dei_CurrentFiscalYearEndDate": {
     "auth_ref": [],
     "lang": {
      "en-us": {
       "role": {
        "documentation": "End date of current fiscal year in the format --MM-DD.",
        "label": "Current Fiscal Year End Date"
       }
      }
     }
     "localname": "CurrentFiscalYearEndDate",
     "nsuri": "http://xbrl.sec.gov/dei/2022",
     "presentation": [
      "http://hofvenc.com/role/Cover"
     ]
     "xbrltype": "gMonthDayItemType"
    }
    "dei_DocumentAccountingStandard": {
     "auth_ref": [
      "r18"
     ],
     "lang": {
      "en-us": {
       "role": {
        "documentation": "The basis of accounting the registrant has used to prepare the financial statements included in this filing This can either be "U.S. GAAP", "International Financial Reporting Standards", or "Other".",
        "label": "Document Accounting Standard"
       }
      }
     }
     "localname": "DocumentAccountingStandard",
     "nsuri": "http://xbrl.sec.gov/dei/2022",
     "presentation": [
      "http://hofvenc.com/role/Cover"
     ]
     "xbrltype": "accountingStandardItemType"
    }
    "dei_DocumentAnnualReport": {
     "auth_ref": [
      "r18",
      "r19",
      "r20",
      "r21"
     ],
     "lang": {
      "en-us": {
       "role": {
        "documentation": "Boolean flag that is true only for a form used as an annual report.",
        "label": "Document Annual Report"
       }
      }
     }
     "localname": "DocumentAnnualReport",
     "nsuri": "http://xbrl.sec.gov/dei/2022",
     "presentation": [
      "http://hofvenc.com/role/Cover"
     ]
     "xbrltype": "booleanItemType"
    }
    "dei_DocumentFiscalPeriodFocus": {
     "auth_ref": [],
     "lang": {
      "en-us": {
       "role": {
        "documentation": "Fiscal period values are FY, Q1, Q2, and Q3.  1st, 2nd and 3rd quarter 10-Q or 10-QT statements have value Q1, Q2, and Q3 respectively, with 10-K, 10-KT or other fiscal year statements having FY.",
        "label": "Document Fiscal Period Focus"
       }
      }
     }
     "localname": "DocumentFiscalPeriodFocus",
     "nsuri": "http://xbrl.sec.gov/dei/2022",
     "presentation": [
      "http://hofvenc.com/role/Cover"
```

```
},
"abstract": "fiscalPeriodItemType"
},
"dei_DocumentFiscalYearFocus": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "This is focus fiscal year of the document report in YYYY format. For a 2006 annual report, which may also provide financial information from prior periods, fiscal 2006 should be given as the fiscal year focus. Example: 2016.",
"label": "Document Fiscal Year Focus"
}
}
},
"localname": "DocumentFiscalYearFocus",
"uri": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hsfrevo.com/role/Cover"
],
"abstract": "gYearItemType"
},
"dei_DocumentPeriodEndDate": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "For the EDGAR submission types of Form 8-K: the date of the report, the date of the earliest event reported; for the EDGAR submission types of Form 10-Q: the filing date; for all other submission types: the end of the reporting or transition period.  The format of the date is YYYY-MM-DD.",
"label": "Document Period End Date"
}
}
},
"localname": "DocumentPeriodEndDate",
"uri": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hsfrevo.com/role/Cover"
],
"abstract": "dateItemType"
},
"dei_DocumentPeriodStartDate": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "The start date of the period covered in the document, in YYYY-MM-DD format.",
"label": "Document Period Start Date"
}
}
},
"localname": "DocumentPeriodStartDate",
"uri": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hsfrevo.com/role/Cover"
],
"abstract": "dateItemType"
},
"dei_DocumentQuarterlyReport": {
"auth_ref": [
"r10"
],
"lang": {
"en-us": {
"role": {
"documentation": "Boolean flag that is true only for a form used as an quarterly report.",
"label": "Document Quarterly Report"
}
}
},
"localname": "DocumentQuarterlyReport",
"uri": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hsfrevo.com/role/Cover"
],
"abstract": "booleanItemType"
},
"dei_DocumentRegistrationStatement": {
"auth_ref": [
"r9"
],
"lang": {
"en-us": {
"role": {
"documentation": "Boolean flag that is true only for a form used as a registration statement.",
"label": "Document Registration Statement"
}
}
},
"localname": "DocumentRegistrationStatement",
"uri": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hsfrevo.com/role/Cover"
],
"abstract": "booleanItemType"
},
"dei_DocumentShellCompanyEventDate": {
"auth_ref": [
"r10"
],
"lang": {
"en-us": {
"role": {
"documentation": "Date of event requiring a shell company report.",
"label": "Document Shell Company Event Date"
}
}
},
"localname": "DocumentShellCompanyEventDate",
"uri": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hsfrevo.com/role/Cover"
],
"abstract": "dateItemType"
},
"dei_DocumentShellCompanyReport": {
"auth_ref": [
"r10"
],
"lang": {
"en-us": {
"role": {
"documentation": "Boolean flag that is true for a Shell Company Report pursuant to section 13 or 15(d) of the Exchange Act.",
"label": "Document Shell Company Report"
}
}
},
"localname": "DocumentShellCompanyReport",
"uri": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hsfrevo.com/role/Cover"
],
"abstract": "booleanItemType"
},
"dei_DocumentTransitionReport": {
"auth_ref": [
"r10"
],
"lang": {
"en-us": {
"role": {
"documentation": "Boolean flag that is true only for a form used as a transition report.",
"label": "Document Transition Report"
}
}
},
"localname": "DocumentTransitionReport",
"uri": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hsfrevo.com/role/Cover"
],
"abstract": "booleanItemType"
},
"dei_DocumentType": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "The type of document being provided (such as 10-K, 10-Q, 485BPOS, etc). The document type is limited to the same value as the supporting SEC submission type, or the word 'Other'.",
"label": "Document Type"
}
}
},
"localname": "DocumentType",
"uri": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hsfrevo.com/role/Cover"
],
"abstract": "submissionTypeItemType"
},
"dei_DocumentsIncorporatedByReferenceTextBlock": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Documents incorporated by reference.",
"label": "Documents Incorporated by Reference [Text Block]"
}
}
},
"localname": "DocumentsIncorporatedByReferenceTextBlock",
"uri": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hsfrevo.com/role/Cover"
],
"abstract": "textBlockItemType"
},
"dei_EntityAddressAddressLine1": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Address Line 1 such as Attn, Building Name, Street Name",
"label": "Entity Address, Address Line One"
}
}
},
"localname": "EntityAddressAddressLine1",
"uri": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hsfrevo.com/role/Cover"
],
"abstract": "normalizedStringItemType"
},
"dei_EntityAddressAddressLine2": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Address Line 2 such as Street or Suite number",
"label": "Entity Address, Address Line Two"
}
}
},
"localname": "EntityAddressAddressLine2",
"uri": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hsfrevo.com/role/Cover"
],
"abstract": "normalizedStringItemType"
},
"dei_EntityAddressAddressLine3": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Address Line 3 such as an Office Park",
"label": "Entity Address, Address Line Three"
}
}
},
"localname": "EntityAddressAddressLine3",
"uri": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hsfrevo.com/role/Cover"
],
"abstract": "normalizedStringItemType"
},
"dei_EntityAddressCityOrTown": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Name of the City or Town",
"label": "Entity Address, City or Town"
}
}
},
"localname": "EntityAddressCityOrTown",
"uri": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hsfrevo.com/role/Cover"
],
"abstract": "normalizedStringItemType"
},
"dei_EntityAddressCountry": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "ISO 3166-1 alpha-2 country code.",
"label": "Entity Address, Country"
}
}
},
"localname": "EntityAddressCountry",
"uri": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hsfrevo.com/role/Cover"
],
"abstract": "countryCodeItemType"
},
"dei_EntityAddressPostalZipCode": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Code for the postal or zip code",
"label": "Entity Address, Postal Zip Code"
}
}
},
"localname": "EntityAddressPostalZipCode",
"uri": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hsfrevo.com/role/Cover"
],
"abstract": "normalizedStringItemType"
},
"dei_EntityAddressStateOrProvince": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Name of the state or province.",
"label": "Entity Address, State or Province"
}
}
},
"localname": "EntityAddressStateOrProvince",
"uri": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hsfrevo.com/role/Cover"
],
"abstract": "stateOrProvinceItemType"
},
"dei_EntityBankruptcyProceedingsReportingCurrent": {
"auth_ref": [
"r9"
],
"lang": {
"en-us": {
"role": {
"documentation": "For registrants involved in bankruptcy proceedings during the preceding five years, the value Yes indicates that the registrant has filed all documents and reports required to be filed by Section 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court; the value No indicates the registrant has not.  Registrants not involved in bankruptcy proceedings during the preceding five years should not report this element.",
"label": "Entity Bankruptcy Proceedings, Reporting Current"
}
}
},
"localname": "EntityBankruptcyProceedingsReportingCurrent",
"uri": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hsfrevo.com/role/Cover"
],
"abstract": "booleanItemType"
},
"dei_EntityCentralIndexKey": {
"auth_ref": [
"r9"
],
"lang": {
"en-us": {
"role": {
"documentation": "A unique 10-digit SEC-issued value to identify entities that have filed disclosures with the SEC. It is commonly abbreviated as CIK.",
"label": "Entity Central Index Key"
}
}
},
"localname": "EntityCentralIndexKey",
"uri": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hsfrevo.com/role/Cover"
```

```
},
"abstype": "centralIndexKeyItemType"
},
"dei_EntityCommonStockSharesOutstanding": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Indicate number of shares or other units outstanding of each of registrant's classes of capital or common stock or other ownership interests, if and as stated on cover of related periodic report. Where multiple classes or units exist define each class/interest by adding class of stock items such as Common Class A [Member], Common Class B [Member] or Partnership Interest [Member] onto the Instrument [Domain] of the Entity Listings, Instrument.",
"label": "Entity Common Stock, Shares Outstanding"
}
}
},
"localname": "EntityCommonStockSharesOutstanding",
"source": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hcfrmo.com/role/Cover"
],
"abstype": "sharesItemType"
},
"dei_EntityCurrentReportingStatus": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Indicate 'Yes' or 'No' whether registrants (1) have filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that registrants were required to file such reports), and (2) have been subject to such filing requirements for the past 90 days. This information should be based on the registrant's current or most recent filing containing the related disclosure.",
"label": "Entity Current Reporting Status"
}
}
},
"localname": "EntityCurrentReportingStatus",
"source": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hcfrmo.com/role/Cover"
],
"abstype": "yesNoItemType"
},
"dei_EntityEmergingGrowthCompany": {
"auth_ref": [
"r1"
],
"lang": {
"en-us": {
"role": {
"documentation": "Indicate if registrant meets the emerging growth company criteria.",
"label": "Entity Emerging Growth Company"
}
}
},
"localname": "EntityEmergingGrowthCompany",
"source": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hcfrmo.com/role/Cover"
],
"abstype": "booleanItemType"
},
"dei_EntityExTransitionPeriod": {
"auth_ref": [
"r1"
],
"lang": {
"en-us": {
"role": {
"documentation": "Indicate if an emerging growth company has elected not to use the extended transition period for complying with any new or revised financial accounting standards.",
"label": "Elected Not To Use the Extended Transition Period"
}
}
},
"localname": "EntityExTransitionPeriod",
"source": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hcfrmo.com/role/Cover"
],
"abstype": "booleanItemType"
},
"dei_EntityFileNumber": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Commission file number. The field allows up to 17 characters. The prefix may contain 1-3 digits, the sequence number may contain 1-8 digits, the optional suffix may contain 1-4 characters, and the fields are separated with a hyphen.",
"label": "Entity File Number"
}
}
},
"localname": "EntityFileNumber",
"source": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hcfrmo.com/role/Cover"
],
"abstype": "fileNumberItemType"
},
"dei_EntityFilerCategory": {
"auth_ref": [
"r1"
],
"lang": {
"en-us": {
"role": {
"documentation": "Indicate whether the registrant is one of the following: Large Accelerated Filer, Accelerated Filer, Non-accelerated Filer. Definitions of these categories are stated in Rule 12b-2 of the Exchange Act. This information should be based on the registrant's current or most recent filing containing the related disclosure.",
"label": "Entity Filer Category"
}
}
},
"localname": "EntityFilerCategory",
"source": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hcfrmo.com/role/Cover"
],
"abstype": "fileCategoryItemType"
},
"dei_EntityIncorporationStateCountryCode": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Two-character EDGAR code representing the state or country of incorporation.",
"label": "Entity Incorporation, State or Country Code"
}
}
},
"localname": "EntityIncorporationStateCountryCode",
"source": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hcfrmo.com/role/Cover"
],
"abstype": "edgarStateCountryItemType"
},
"dei_EntityInteractiveDataCurrent": {
"auth_ref": [
"r16"
],
"lang": {
"en-us": {
"role": {
"documentation": "Boolean flag that is true when the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).",
"label": "Entity Interactive Data Current"
}
}
},
"localname": "EntityInteractiveDataCurrent",
"source": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hcfrmo.com/role/Cover"
],
"abstype": "yesNoItemType"
},
"dei_EntityPrimarySicNumber": {
"auth_ref": [
"r16"
],
"lang": {
"en-us": {
"role": {
"documentation": "Primary Standard Industrial Classification (SIC) Number for the Entity.",
"label": "Entity Primary SIC Number"
}
}
},
"localname": "EntityPrimarySicNumber",
"source": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hcfrmo.com/role/Cover"
],
"abstype": "sicNumberItemType"
},
"dei_EntityPublicFloat": {
"auth_ref": [],
"period": "instant",
"lang": {
"en-us": {
"role": {
"documentation": "The aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked price of such common equity, as of the last business day of the registrant's most recently completed second fiscal quarter.",
"label": "Entity Public Float"
}
}
},
"localname": "EntityPublicFloat",
"source": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hcfrmo.com/role/Cover"
],
"abstype": "monetaryItemType"
},
"dei_EntityRegistrantName": {
"auth_ref": [
"r1"
],
"lang": {
"en-us": {
"role": {
"documentation": "The exact name of the entity filing the report as specified in its charter, which is required by forms filed with the SEC.",
"label": "Entity Registrant Name"
}
}
},
"localname": "EntityRegistrantName",
"source": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hcfrmo.com/role/Cover"
],
"abstype": "normalizedStringItemType"
},
"dei_EntityShellCompany": {
"auth_ref": [
"r1"
],
"lang": {
"en-us": {
"role": {
"documentation": "Boolean flag that is true when the registrant is a shell company as defined in Rule 12b-2 of the Exchange Act.",
"label": "Entity Shell Company"
}
}
},
"localname": "EntityShellCompany",
"source": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hcfrmo.com/role/Cover"
],
"abstype": "booleanItemType"
},
"dei_EntitySmallBusiness": {
"auth_ref": [
"r1"
],
"lang": {
"en-us": {
"role": {
"documentation": "Indicates that the company is a Smaller Reporting Company (SRC).",
"label": "Entity Small Business"
}
}
},
"localname": "EntitySmallBusiness",
"source": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hcfrmo.com/role/Cover"
],
"abstype": "booleanItemType"
},
"dei_EntityTaxIdentificationNumber": {
"auth_ref": [
"r1"
],
"lang": {
"en-us": {
"role": {
"documentation": "The Tax Identification Number (TIN), also known as an Employer Identification Number (EIN), is a unique 9-digit value assigned by the IRS.",
"label": "Entity Tax Identification Number"
}
}
},
"localname": "EntityTaxIdentificationNumber",
"source": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hcfrmo.com/role/Cover"
],
"abstype": "employerIdItemType"
},
"dei_EntityVoluntaryFilers": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Indicate 'Yes' or 'No' if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.",
"label": "Entity Voluntary Filers"
}
}
},
"localname": "EntityVoluntaryFilers",
"source": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hcfrmo.com/role/Cover"
],
"abstype": "yesNoItemType"
},
"dei_EntityWellKnownSeasonedIssuer": {
"auth_ref": [
"r1"
],
"lang": {
"en-us": {
"role": {
"documentation": "Indicate 'Yes' or 'No' if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Is used on Form Type: 10-K, 10-Q, 8-K, 20-F, 6-K, 10-KT/A, 10-Q/A, 20-F/A, 6-K/A, N-CSR, N-Q, N-1A.",
"label": "Entity Well-known Seasoned Issuer"
}
}
},
"localname": "EntityWellKnownSeasonedIssuer",
"source": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hcfrmo.com/role/Cover"
],
"abstype": "yesNoItemType"
},
"dei_Extension": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Extension number for local phone numbers.",
"label": "Extension"
}
}
},
"localname": "Extension",
"source": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hcfrmo.com/role/Cover"
],
"abstype": "normalizedStringItemType"
},
"dei_LocalPhoneNumber": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Local phone number for entity.",
"label": "Local Phone Number"
}
}
},
"localname": "LocalPhoneNumber",
"source": "http://xbrl.sec.gov/dei/2022",
"presentation": [
"http://hcfrmo.com/role/Cover"
],
"abstype": "normalizedStringItemType"
},
"dei_NoTradingSymbolFlag": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Boolean flag that is true only for a security having no trading symbol.",
"label": "No Trading Symbol Flag"
}
}
```

```
    },
    "localname": "NoTradingSymbolFlag",
    "nsuri": "http://xbrl.sec.gov/dei/2022",
    "presentation": [
     "http://hudsonc.com/role/Cover"
    ],
    "abstype": "trueItemType"
   },
   "dei_OtherReportingStandardItemNumber": {
    "auth_ref": [
     "r19"
    ],
    "lang": {
     "en-us": {
      "role": {
       "documentation": "\"Item 17\" or \"Item 18\" specified when the basis of accounting is neither US GAAP nor IFRS.",
       "label": "Other Reporting Standard Item Number"
      }
     }
    },
    "localname": "OtherReportingStandardItemNumber",
    "nsuri": "http://xbrl.sec.gov/dei/2022",
    "presentation": [
     "http://hudsonc.com/role/Cover"
    ],
    "abstype": "otherReportingStandardItemNumberItemType"
   },
   "dei_PreCommencementIssuerTenderOffer": {
    "auth_ref": [
     "r20"
    ],
    "lang": {
     "en-us": {
      "role": {
       "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act.",
       "label": "Pre-commencement Issuer Tender Offer"
      }
     }
    },
    "localname": "PreCommencementIssuerTenderOffer",
    "nsuri": "http://xbrl.sec.gov/dei/2022",
    "presentation": [
     "http://hudsonc.com/role/Cover"
    ],
    "abstype": "booleanItemType"
   },
   "dei_PreCommencementTenderOffer": {
    "auth_ref": [
     "r21"
    ],
    "lang": {
     "en-us": {
      "role": {
       "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act.",
       "label": "Pre-commencement Tender Offer"
      }
     }
    },
    "localname": "PreCommencementTenderOffer",
    "nsuri": "http://xbrl.sec.gov/dei/2022",
    "presentation": [
     "http://hudsonc.com/role/Cover"
    ],
    "abstype": "booleanItemType"
   },
   "dei_SecurityI12bFile": {
    "auth_ref": [
     "r1"
    ],
    "lang": {
     "en-us": {
      "role": {
       "documentation": "Title of a 12(b) registered security.",
       "label": "Title of 12(b) Security"
      }
     }
    },
    "localname": "SecurityI12bFile",
    "nsuri": "http://xbrl.sec.gov/dei/2022",
    "presentation": [
     "http://hudsonc.com/role/Cover"
    ],
    "abstype": "securityTitleItemType"
   },
   "dei_SecurityI12gFile": {
    "auth_ref": [
     "r1"
    ],
    "lang": {
     "en-us": {
      "role": {
       "documentation": "Title of a 12(g) registered security.",
       "label": "Title of 12(g) Security"
      }
     }
    },
    "localname": "SecurityI12gFile",
    "nsuri": "http://xbrl.sec.gov/dei/2022",
    "presentation": [
     "http://hudsonc.com/role/Cover"
    ],
    "abstype": "securityTitleItemType"
   },
   "dei_SecurityExchangeName": {
    "auth_ref": [
     "r1"
    ],
    "lang": {
     "en-us": {
      "role": {
       "documentation": "Name of the Exchange on which a security is registered.",
       "label": "Security Exchange Name"
      }
     }
    },
    "localname": "SecurityExchangeName",
    "nsuri": "http://xbrl.sec.gov/dei/2022",
    "presentation": [
     "http://hudsonc.com/role/Cover"
    ],
    "abstype": "edgarExchangeCodeItemType"
   },
   "dei_SecurityReportingObligation": {
    "auth_ref": [
     "r1"
    ],
    "lang": {
     "en-us": {
      "role": {
       "documentation": "Y/N(d), indicating whether the security has a reporting obligation under that section of the Exchange Act.",
       "label": "Security Reporting Obligation"
      }
     }
    },
    "localname": "SecurityReportingObligation",
    "nsuri": "http://xbrl.sec.gov/dei/2022",
    "presentation": [
     "http://hudsonc.com/role/Cover"
    ],
    "abstype": "securityReportingObligationItemType"
   },
   "dei_SolicitingMaterial": {
    "auth_ref": [
     "r20"
    ],
    "lang": {
     "en-us": {
      "role": {
       "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as soliciting material pursuant to Rule 14a-12 under the Exchange Act.",
       "label": "Soliciting Material"
      }
     }
    },
    "localname": "SolicitingMaterial",
    "nsuri": "http://xbrl.sec.gov/dei/2022",
    "presentation": [
     "http://hudsonc.com/role/Cover"
    ],
    "abstype": "booleanItemType"
   },
   "dei_TradingSymbol": {
    "auth_ref": [],
    "lang": {
     "en-us": {
      "role": {
       "documentation": "Trading symbol of an instrument as listed on an exchange.",
       "label": "Trading Symbol"
      }
     }
    },
    "localname": "TradingSymbol",
    "nsuri": "http://xbrl.sec.gov/dei/2022",
    "presentation": [
     "http://hudsonc.com/role/Cover"
    ],
    "abstype": "tradingSymbolItemType"
   },
   "dei_WrittenCommunications": {
    "auth_ref": [
     "r19"
    ],
    "lang": {
     "en-us": {
      "role": {
       "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as written communications pursuant to Rule 425 under the Securities Act.",
       "label": "Written Communications"
      }
     }
    },
    "localname": "WrittenCommunications",
    "nsuri": "http://xbrl.sec.gov/dei/2022",
    "presentation": [
     "http://hudsonc.com/role/Cover"
    ],
    "abstype": "booleanItemType"
   },
   "us-gaap_ClassOfStockDomain": {
    "auth_ref": [],
    "lang": {
     "en-us": {
      "role": {
       "label": "Class Of Stock [Domain]"
      }
     }
    },
    "localname": "ClassOfStockDomain",
    "nsuri": "http://fasb.org/us-gaap/2022",
    "presentation": [
     "http://hudsonc.com/role/Cover"
    ],
    "abstype": "domainItemType"
   },
   "us-gaap_StatementClassOfStockAxis": {
    "auth_ref": [],
    "lang": {
     "en-us": {
      "role": {
       "label": "Class of Stock [Axis]"
      }
     }
    },
    "localname": "StatementClassOfStockAxis",
    "nsuri": "http://fasb.org/us-gaap/2022",
    "presentation": [
     "http://hudsonc.com/role/Cover"
    ],
    "abstype": "stringItemType"
   },
   "us-gaap_StatementLineItems": {
    "auth_ref": [],
    "lang": {
     "en-us": {
      "role": {
       "label": "Statement [Line Items]"
      }
     }
    },
    "localname": "StatementLineItems",
    "nsuri": "http://fasb.org/us-gaap/2022",
    "presentation": [
     "http://hudsonc.com/role/Cover"
    ],
    "abstype": "stringItemType"
   },
   "us-gaap_StatementTable": {
    "auth_ref": [],
    "lang": {
     "en-us": {
      "role": {
       "label": "Statement [Table]"
      }
     }
    },
    "localname": "StatementTable",
    "nsuri": "http://fasb.org/us-gaap/2022",
    "presentation": [
     "http://hudsonc.com/role/Cover"
    ],
    "abstype": "stringItemType"
   }
  },
  "axisCount": 0
 }
},
"ref_ref": {
 "r1": {
  "Name": "Exchange Act",
  "Number": "240",
  "Publisher": "SEC",
  "Section": "12"
 },
 "r2": {
  "Name": "Exchange Act",
  "Number": "240",
  "Publisher": "SEC",
  "Section": "13",
  "Subsection": "a"
 },
 "r3": {
  "Name": "Exchange Act",
  "Number": "240",
  "Publisher": "SEC",
  "Section": "13a",
  "Subsection": "12"
 },
 "r4": {
  "Name": "Form 10-K",
  "Number": "249",
  "Publisher": "SEC",
  "Section": "310"
 },
 "r5": {
  "Name": "Form 10-Q",
  "Number": "249",
  "Publisher": "SEC",
  "Section": "308",
  "Subsection": "a"
 },
 "r6": {
  "Name": "Form 20-F",
  "Number": "249",
  "Publisher": "SEC",
  "Section": "220",
  "Subsection": "f"
 },
 "r7": {
  "Name": "Form 40-F",
  "Number": "249",
  "Publisher": "SEC",
  "Section": "240",
  "Subsection": "f"
 },
 "r8": {
  "Name": "Forms 10-K, 10-Q, 20-F",
  "Number": "249",
  "Publisher": "SEC",
  "Section": "313",
  "Subsection": "a-1"
 },
 "r9": {
  "Name": "Regulation S-T",
  "Number": "232",
  "Publisher": "SEC",
  "Section": "405"
 },
 "r10": {
  "Name": "Securities Act",
  "Number": "230",
  "Publisher": "SEC",
  "Section": "425"
 },
 "r11": {
  "Name": "Securities Act",
  "Number": "230",
  "Publisher": "SEC",
  "Section": "425"
 },
 "r12": {
  "Name": "Securities Act",
  "Number": "230",
  "Publication": "SEC",
  "Section": "9",
  "Subsection": "1"
 },
 "r13": {
  "Name": "Exchange Act",
```

```
    "Number": "240",
    "Publisher": "SEC",
    "Section": "12",
    "Subsection": "b-2"
  },
  "27": {
    "Name": "Exchange Act",
    "Number": "240",
    "Publisher": "SEC",
    "Section": "12",
    "Subsection": "b-3"
  },
  "28": {
    "Name": "Exchange Act",
    "Number": "240",
    "Publisher": "SEC",
    "Section": "12",
    "Subsection": "d1-1"
  },
  "29": {
    "Name": "Exchange Act",
    "Number": "240",
    "Publisher": "SEC",
    "Section": "12",
    "Subsection": "g"
  },
  "30": {
    "Name": "Exchange Act",
    "Number": "240",
    "Publisher": "SEC",
    "Section": "13, 15, 15d"
  },
  "31": {
    "Name": "Exchange Act",
    "Number": "240",
    "Publisher": "SEC",
    "Section": "13d",
    "Subsection": "e1"
  },
  "32": {
    "Name": "Exchange Act",
    "Number": "240",
    "Publisher": "SEC",
    "Section": "14",
    "Subsection": "a"
  },
  "33": {
    "Name": "Exchange Act",
    "Number": "240",
    "Publisher": "SEC",
    "Section": "14",
    "Subsection": "d"
  }
}
"version": "1.1"
}
```