

**LICENSE AGREEMENT
MIAMI BEACH CONVENTION CENTER**

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into this 31st day of January 2017, by and between Global Spectrum, L.P., d/b/a Spectra Venue Management ("Licensor"), as agent on behalf of City of Miami Beach (the "Owner"), having an office at 3000 N.W. 125th Street, Seagis Building Center Office, Miami, FL 33167-2515 and Major League Baseball, a corporation ("Licensee") having an address at 245 Park Avenue, New York, NY 10167.

WHEREAS, the Owner owns the Miami Beach Convention Center (the "Center"), located in Miami Beach, Florida and has engaged Licensor to manage and operate the Center on the Owner's behalf; and

WHEREAS, Licensor is authorized to enter into contracts on behalf of the Owner for use of space within the Center, Licensee desires to license space within the Center, and Licensor agrees to license such space, under and subject to the terms and conditions set forth herein.

INTENDING TO BE LEGALLY BOUND, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

I. Specific Terms of License.

Portion of Facility (Premises)	License Period			License Fee
East Exhibit Halls approximately 250,000 gross square feet.	6/30 (12:01 A.M.)-7/6/2017 7/7-11/2017 7/12-14/2017 (11:59 p.m.)	(Fri-Thur) (Fri-Tue) (Wed-Fri)	Move-In Show Move-Out	\$130,000.00 for space rental based on (7) move-in days @ \$3,250.00 per day, per hall for (2) halls; plus (5) show days @ \$6,500.00 per day, per hall for (2) halls; plus (3) move-out days @ \$3,250.00 per day, per hall for (2) halls. Pending City of Miami Beach Commission rental waiver approval.
East Side 2 nd Level Meeting Rooms Meeting room availability may be impacted by the construction/renovation project for the temporary relocation of MBCC services. Final meeting room availability will be confirmed by the Licensor no later than 60 days prior to the initial move-in day.	6/30 (12:01 A.M.)-7/6/2017 7/7-11/2017 7/12-14/2017 (11:59 p.m.)	(Fri-Thur) (Fri-Tue) (Wed-Fri)	Move-In Show Move-Out	Included in above license fee.

A. EVENT DESCRIPTION: **MLB Allstar Fanfest**

B. EXPECTED ATTENDANCE: 34,000

C. DEPOSIT:

Major League Baseball will assume full responsibility for any additional rental and building expenses incurred by Major League Baseball for this event.

\$130,000.00 Space Rental License Fee

D. Event Requirements:

- (1) Minimum Licensee perimeter security requirements of two (2) security guards are required on-site beginning one hour prior to event hours through one hour after event hours, with a four (4) hour minimum. One (1) security guard will be required at the loading dock during show, move-in and move-out. Additional Security will be required for events serving alcohol and must be scheduled through Licensors.

Licensee must utilize MBCC Security for staffing at building perimeter entrances. Licensee may supplement MBCC Security with additional staffing through the contractor of Licensee's choice.

- (2) Emergency Medical Technician (EMT) are required to be on-site a minimum (1) hour prior to through (1) hour after event hours and must be scheduled through Licensors for all public events; and/or all events where alcoholic beverages are served.
- (3) Fire watch and Police coverage will be required and coordinated through the appropriate City of Miami Beach departments.
- (4) Exclusive equipment and services, including food and beverage, telecommunications, utility services and rigging and production personnel can be ordered through Licensors or its designated service provider, at an additional cost. Preferred audio-visual service and equipment is available on-site.
- (5) Additional equipment (staging, chairs, risers, dance floors, etc.) are available at an additional cost, based on available inventory.

Existing inventory will be provided at no charge. Labor for equipment set-up and room re-sets will be billed at prevailing rates.

Please see current Building Users Guide for rates. Rates are subject to change.

E. Food & Beverage:

Centerplate ("F&B Provider") is the EXCLUSIVE FOOD & BEVERAGE PROVIDER of the Center. No food or beverage of any kind will be permitted to be brought into the facility by the patron or patron's guests or invitees without prior written approval of the General Manager or Food & Beverage Director. Food items may not be taken off the premises; however, excess prepared food is donated under regulated conditions to agencies feeding the underprivileged at F&B Provider sole discretion.

F. Shipment to the Center:

Licensors will not accept any deliveries or freight shipments prior to your event move-in. Only your decorator or on-site representative is responsible for receipt of any & all deliveries.

G. Special Conditions:

1. License Fee includes general cleaning of common areas and restrooms during occupancy including event hours and one (1) hour prior to and (1) hour after event. Additional cleaning services are available as follows:
 - i. A minimum of four (4) staff will be required for janitorial cleaning, and additional as deemed necessary by Licensors.
 1. Cleaning shall not include individual booths.
 2. Any cleaning necessary (before, during or after event hours or upon move-out) shall be billed to Licensee at prevailing rates.
 - ii. Garbage dumpster removal will be required (one removal minimum) at prevailing rates, and scheduled as necessary per Licensors. First dumpster removal is provided complimentary.
2. Pursuant to Section 15 of the General Terms and Conditions, Licensee shall be responsible for all registration and/or ticketing for this Event. Licensee shall not be obligated to provide to Licensors complimentary tickets or admission credentials for the Event.
3. Coat check locations shall be managed and operated at the Licensee's discretion exclusively through Centerplate, subject to their prevailing charges for such services.
4. Licensors will provide, without additional cost to Licensee, full house lighting, heating or air conditioning for Licensed Space during move-in, event hours and move-out. Licensors reserves the right to limit use of air conditioning during periods when overhead freight doors are open, to prevent undesirable condensation within the space.
5. Event install/removal is inclusive within Licensed Space (as identified per section I.B. above). Any additional space and dates will be subject to availability and additional cost.
6. Licensee has the exclusive right to sell, distribute and otherwise promote the sale of MLB merchandise and products of MLB

sponsors or partners within the MBCC.

7. Decorations and decor will be approved on the interior property of the MBCC. Any décor that competes with existing advertising rights, for example, soft drinks, are subject to prior written approval of Licensor. All decorations and decor can be displayed at no cost. Any damage or necessary clean-up will be billed to Licensee at cost of repair or cleaning. Outside signage is subject to approval and in compliance with City of Miami Beach ordinances.
8. All rigging must be coordinated through Licensor and its IATSE personnel. Per point charges will be waived, however standard rigger labor rates will apply.
9. MBCC will provide full venue paging system with microphone in the FanFest Technical Office.
10. MBCC will allow Licensee's preferred cable TV service to provide access to the facility to provide cable TV service to the FanFest.
12. Expressly for the use of the media, all media ports and/or connections existing in the venue will be provided at no charge.
13. The MBCC will provide all closed-circuit signage to FanFest at no charge. All materials must be furnished ready-to-install per our system specifications before implementation. MBCC will not incur any costs to upgrade our systems to accommodate FanFest.
14. Licensor acknowledges and agrees that is the intention of Licensee to assign this Agreement to Major League Baseball or its subsidiaries and affiliates.
15. Re-keying and keys or access cards to meeting rooms are to be furnished at no cost to Licensee. Appropriate charges will be applied for lost or unreturned keys or access cards.

H. Other:

All equipment, building services and labor required for the event will be billed at prevailing rates per the Building Users Guide and is payable (10) days prior to the event.

All additional charges for equipment and building services incurred during the event will be payable at settlement for the event.

THE ABOVE TERMS ARE SUBJECT IN ALL RESPECTS TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO, WHICH ARE INCORPORATED HEREIN AND MADE AN INTEGRAL PART OF THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement by their authorized representatives on the date set forth below.

Licensor:

**GLOBAL SPECTRUM, L.P.,
D/B/A SPECTRA VENUE MANAGEMENT
As Agent**

By: _____

Name: Matthew Hollander

Title: General Manager

Date: _____

Licensee:

MAJOR LEAGUE BASEBALL

By: _____

Name: Ethan Orlinsky

Title: SVP, Legal Business & Club Affairs

Date: _____

II. GENERAL TERMS AND CONDITIONS

1. **Grant of License: Premises.** Subject to the terms and conditions herein set forth, Licensor hereby grants to Licensee the right and license to use the rooms/space described in Section I., located within the Center (the "Premises") for the limited purpose of holding the event described in Section I. (the "Event"), and not for any other purpose. Licensee shall not have access rights or privileges in or to any other part of the Center besides the Premises, except for the privilege of ingress and egress through the public corridors in the Center, on a non-exclusive basis, as necessary to utilize the Premises. Unless agreed otherwise in writing by Licensor, the Event is by "invitation only" and will not be open to the public.

2. **Dates of Use.** Unless this License Agreement (the "Agreement") is earlier terminated pursuant to the provisions hereof, Licensor grants to Licensee the right to use the Premises for the Event on the date(s) and time(s) set forth in Section I. (the "Term"). The Term may not be extended by Licensee without obtaining Licensor's prior written permission (which permission may be withheld in Licensor's sole discretion). In the event the Term is extended pursuant to the preceding sentence, Licensee shall be responsible for any additional fees and costs required by Licensor in connection therewith.

3. **Duties of Licensor.** Except as may be otherwise specified in Section I.D through I.H., Licensor shall, at the sole cost and expense of Licensee, provide (or cause to be provided), any and all personnel as may be required by Licensor (in its sole discretion) to properly staff the Center for the Event and for the proper and safe presentation of the Event, including without limitation personnel to crowd control, first aid (EMT), fire personnel, badge checkers, supervisors, janitorial staff, telecommunications staff, internet technology staff, box office staff, ticket takers, concession and catering staff and other necessary support services customarily provided by Licensor for a like event, as applicable, and additional items, equipment, personnel and services (such as telephone, internet and other services and utilities) which Licensee requests to be provided in connection with the Event and which Licensor is reasonably able to provide, all of which shall be subject to the approval of Licensor. It is understood by Licensee that services, labor and equipment will be provided only to the extent of existing available inventory and in consideration of other Center events and activities.

4. **Non-Refundable Deposit.** A non-refundable deposit in the amount set forth in Section I.C is due and payable to Licensor according to the payment schedule set forth in Section I.C. Such deposit shall be credited to the License Fee and reimbursable expenses described below. Licensee shall not be entitled to the payment of any interest whatsoever on the deposit paid to Licensor. This deposit is non-refundable without regard to whether Licensee makes use of the Premises. If the deposit (or any portion thereof) is not paid on or before the due date(s) specified in I.C, Licensor may terminate this Agreement, in its sole discretion, by providing written notice of termination to Licensee. Any such termination shall be in addition to any other right or remedy available to Licensor at law or in equity arising out such breach by Licensee, including Licensor's right to recover damages.

5. **License Fee.** In consideration of the license granted hereunder, Licensee agrees to pay to Licensor (i) a license fee in the amount set forth in Section I., plus (ii) reimbursement for any and all costs incurred by Licensor in connection with Licensee's use of the Premises, including, without limitation, costs incurred for the provision of the items, services and personnel described in Section 3 above. Unless otherwise set forth in Section I.F, all such fees shall be paid by Licensee prior to the Event, according to the schedule set forth in Section I.C. Any additional costs relating to changes in the event requirements shall, unless otherwise agreed by Licensor, be paid by Licensee and billed to final settlement. In the event Licensee fails to remit payment when due of any amounts due, interest shall accrue on such overdue amounts at the rate of 1 ½ % per month (18% per annum), or the maximum rate permitted by law, whichever is less. Unless otherwise agreed by Licensor, payments shall be made by money order, wire transfer, or certified check.

6. **Delay of Possession:**

A. In the event Licensor is not able to tender possession of the Premises to Licensee because of any delay, then as long as such inability continues, the License Fee shall be reduced pro-ratably. Licensor shall also be liable to pay any and all costs incurred by Licensee including, but not limited to, personnel overtime costs, as a result of Licensor's inability to tender possession of the Premises.

B. Should Licensee fail to vacate and surrender the Premises at the end of the License Period, Licensee shall pay to the Licensor \$500.00 per hall, per hour for use and occupancy for that portion of the Premises that has not been vacated and surrendered. Further, the Licensor may remove and store all goods and chattels at the sole expense of the Licensee and may dispose of any such property if, after the expiration of five calendar days, the Licensee has failed to remove the property from the possession of the Licensor. The Licensor shall not be liable to the Licensee on account of so removing, storing, or disposing of any property as provided by this Section and Licensee shall save and hold Licensor harmless from any liability from another Licensee who is prevented from occupying their licensed portion of the Facility due to the holding over of the Licensee.

7. **Food and Beverage:** Licensor shall have the exclusive right to provide food and beverage services in connection with the Event, acting through the Center's contracted food and beverage provider, Centerplate ("F&B Provider"). No other individual or organization is permitted to bring food or beverage products into the Center without the express written consent of Licensor.

8. **Event Requirements.** Licensee shall provide to Licensor all necessary set-up instructions (personnel, equipment, utilities, layout, etc.) for the Event no later than sixty (60) days prior to the commencement of the Term (or, if this Agreement is executed and delivered less than sixty (60) days from the commencement of the Term, then immediately upon execution hereof). Such instructions shall include a copy of a full and complete floor plan for any exhibit at the Event. If such instructions are not provided to Licensor by such date, or if changes are made to such instructions after they have been provided to Licensor and Licensor incurs additional costs or expenses as a result of such changes, Licensee shall be responsible for such additional costs and expenses at Licensor's prevailing rates. No set-up of any exhibits may begin without proof of approval of such floor plan by the Fire Marshal of the City or County in which the Center is located, as applicable, and by the Licensor.

9. **Advertising and Promotion.** Licensee shall not publicize, or permit to be publicized, the Event prior to execution of this Agreement by Licensor. Licensee warrants that all advertising of the Event will be accurate and truthful, and will include accurate information of event times and ticket prices (if applicable). All advertising of the Event shall be subject to the prior written approval of Licensor (which shall not be unreasonably withheld). All print and broadcast materials associated with the Event shall use the official facility name. Licensor reserves the right to display or sell, without limitation, advertising and promotions within and about the Center, and to retain all income from such display or sale. Licensee shall not interfere with, block, remove or otherwise disturb advertising or promotions within or about the Center without the prior written consent of Licensor. Signs containing commercial or sponsored advertising messages must be approved in advance in writing by Licensor. Licensee agrees to open the Event to the public in accordance with advertised times and in compliance with Center policies.

10. **Licenses; Permits.** Licensee shall secure prior to commencement of the Term, all licenses, permits and approvals that may be required in connection with the use of the Premises for the Event, including without limitation those required by ordinances, rules and/or regulations of governmental authorities, and all licenses required by any performing arts societies such as ASCAP or BMI for music or other copyrighted works to be utilized or displayed at the Event; provided, however, Licensee shall not be required to secure any permits for the general occupancy of the Center, or any music licenses from SESAC (each of which has previously been secured by Licensor or the Owner). Licensee shall defend, indemnify and hold harmless Licensor and the Owner from any and all claims, fees,

expenses, costs or damages, including reasonable attorneys' fees and court costs, suffered or incurred by such parties in connection with any breach of this paragraph.

11. Insurance.

A. **Coverage.** Licensee shall obtain, at its own cost and expense, with insurance companies currently rated A VIII or better by Best's Key Rating Guide, commercial general liability insurance that insures all operations of Licensee contemplated by this Agreement. Such insurance shall name Global Spectrum, L.P. and the City of Miami Beach as additional insureds. Such insurance shall be written with a limit of at least One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury, property damage and personal injury. Licensee shall also maintain, at its own cost and expense, with insurance companies currently rated A VIII or better by Best's Key Rating Guide, commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles, in the minimum amount of One Million Dollars (\$1,000,000) per accident (PI and PD combined single limit). Such commercial general liability insurance shall be primary to and not contributory with any insurance coverage or self-insured program of Licensor and Licensee and their insurance shall have no right of recovery or subrogation against the Licensor. Licensee shall also maintain, at its own cost and expense, workers' compensation insurance in respect of all employees and any borrowed, leased or other person to whom such compensation may be payable by Licensee.

B. **Certificates.** Certificates evidencing insurance required pursuant to this Section 11 shall be provided to Licensor not less than thirty (30) days prior to commencement of the Term, provided that if this Agreement is executed and delivered less than thirty (30) days prior to the Term, the certificates shall be provided immediately upon execution of this Agreement. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or that a major change in coverage may not be implemented without at least thirty (30) days' prior written notice given to Licensor.

12. Indemnity: Limitation on Liability.

A. **Indemnification.** Licensee hereby agrees to indemnify, defend, and hold harmless Licensor and the Owner and their respective officials, officers, directors, agents, employees, successors and assigns from and against any and all claims, damages, expenses, costs (including, without limitation, reasonable attorneys' fees) and liabilities (collectively, "Claims") arising or alleged to arise from (i) any breach of this Agreement by Licensee, (ii) any alleged or actual violation or infringement by Licensee or its employees, agents or contractors of any copyright or other intellectual property right of a third party in connection with the Event or activities occurring at the Event, (iii) the use of occupancy of the Center by Licensee, its employees, agents, contractors, exhibitors, invitees, guests or patrons, and (iv) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee or any of its employees, agents, contractors, exhibitors, invitees, guests or patrons. Notwithstanding the foregoing, the obligations of Licensee in this paragraph shall not apply to the extent the Claims or Costs arise out of the gross negligence or intentional misconduct of Licensor or its employees or agents.

B. **Condition of Premises.** Licensor makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws by the Premises, or any portion thereof, as built, for any aspect of the use Licensee expects or intends to make of the Premises. Licensee further agrees that the Premises shall be delivered by Licensor to Licensee "AS IS," "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose.

C. **Limitation on Liability.** Licensor shall not be liable under any circumstances to Licensee or to any third party for any indirect, special, punitive or consequential damages, or loss of revenue or profits, arising in connection with this Agreement, even if Licensor has been advised of the possibility of such damages. Furthermore, Licensor shall not be responsible or liable for any injury or death to person or loss or damage to property sustained by Licensee, its employees, agents, exhibitors, contractors, or any other person claiming through Licensee resulting from any condition, accident or occurrence in or upon the Premises, unless such injury, loss or damage is due to the gross negligence or intentional misconduct of Licensor or its employees or agents.

D. **Survival.** The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

13. Compliance With Laws and Rules of the Premises: Taxes. Licensee shall fully abide by, conform to and comply with, and shall cause every person under its direction or control who is connected with the performance of any aspect of this Agreement to fully abide by, conform to and comply with all applicable laws, rules, regulations and ordinances of the United States of America, the State of Florida, the City of Miami Beach and their respective agencies, as well as all rules, regulations and policies of Licensor for the use, occupancy and operation of the Premises. Licensee agrees to pay promptly all taxes assessed on its activities at the Center hereunder, including any sales tax on the payment of Licensee's fees hereunder (which shall be in addition to the amounts due hereunder).

14. Use of the Premises.

A. **Duty of Care: Return of Premises.** Licensee shall use the Premises in a safe and careful manner. Licensee agrees not to do or allow to be done any act which shall mar, deface or injure any part of the Premises, nor shall Licensee change or rearrange any equipment or other property on the Premises without Licensor's prior written approval. Upon expiration of the Term, Licensee shall deliver up to Licensor the Premises in as good condition and repair and in the condition received at the beginning of the Term, excepting usual wear and tear. Upon expiration of the Term, Licensee shall immediately remove from the Center any and all property, goods, or other effects belonging to, or brought into the Center by, Licensee, its employees, agents, contractors, representatives, guests or invitees. If Licensee fails to do so, Licensor may store or cause to be stored any such property at Licensee's expense. Alternatively, Licensor may deem such property to be abandoned and sell such property in such a manner and to such an extent as is permitted by applicable law, and apply the proceeds of such sale(s) in a manner determined by Licensor in its sole discretion.

B. **Licensor Access and Control.** Licensee shall, and shall cause its employees, agents and exhibitors and contractors to, follow any and all rules, regulations and policies of the Center, including any instructions of Licensor's representatives regarding Licensee's use and occupancy of the Center. In licensing the use of the Premises to Licensee, it is understood that Licensor does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. Licensor shall at all times have the right to limit the number of people attending the Event, for the purpose of ensuring the safety of people and property at the Premises.

C. **Disorderly Conduct.** Licensor reserves the right at all times to refuse admission to or to cause to be removed from the Event, the Premises and/or the Center any disorderly person, including Licensee's employees, agents, contractors, exhibitors, guests and invitees, as determined by Licensor in its sole discretion, and in the event of the exercise of such authority, Licensee hereby waives any and all claims for damages against Licensor and the Owner on account thereof.

D. **Other Events.** Licensee acknowledges that other events or activities may be scheduled within the Center during the Term in areas other than the Premises. Licensee acknowledges that the public parking areas surrounding the Center are not exclusive to or for the Event contemplated by this Agreement.

Licensee agrees to adhere to a "good neighbor" policy and will not permit or allow to be permitted, any activity in the Premises that will disturb use of other areas of the Center by any other individual, entity, organization or event.

E. Broadcasting. Licensee shall not televise or broadcast the Event or any part thereof without the prior written approval of Licensor (which may be withheld in Licensor's sole discretion, and may be conditioned on Licensee paying an additional fee for the privilege to broadcast the Event, or Licensee procuring additional insurance to cover such broadcasting activities).

F. Drayage. The Licensor and the Owner and their respective officials, officers, directors, agents, employees, successors and contracted service providers will not be responsible for the acceptance of any and all drayage, to include: crates, packages, equipment and/or any other chattels, before, during or after the licensed Term of the Agreement. All drayage must be delivered and accepted by an authorized official, officer, director, agent, employee and/or General Service Contractor on or after the first day Licensee takes possession of the licensed area(s) outlined in Section I. of the Agreement. Drayage delivered to the Center beyond the licensed Term will be deemed undeliverable and returned to the original origin.

15. **Tickets/Box Office.**

A. Sale of Tickets. Licensee shall provide for the sale and distribution of all tickets to the Event. Licensee will not permit tickets or passes to be sold or distributed in excess of the maximum capacity of the Premises, as determined by Licensor in its sole discretion.

B. Taxes. Licensee shall be responsible for filing of federal, state and local tax returns and the payment of all sales, admission, excise and other taxes due, if any, in connection with the Event or admissions thereto. Licensor shall have the right (but not the obligation) to collect and/or withhold any such taxes or business license fees due in connection with ticket sales, and to remit such taxes directly to the proper authority or agency.

16. **Cancellation of Event by Licensee.** In the event of a cancellation by Licensee of the Event (except as may be authorized by Section 18), no deposit refund shall be made. Additionally, and unless indicated otherwise in Section I.H above, Licensee shall be obligated to pay the full amount of fees contemplated to be due hereunder had the Event actually occurred, including without limitation the Food and Beverage Minimum. The parties agree that Licensor will be damaged by any such cancellation, and that the exact amount of such damages would be either impossible or inconvenient to prove, and that the amounts set forth in the preceding sentence are a reasonable estimate of the amount of such damages. The parties further agree that such amount shall constitute cancellation fees, and not a penalty of any kind. The remedies set forth in this section are in addition to, and not in lieu of, any other rights or remedies Licensor may have, at law or in equity, in the event of a breach or cancellation of this Agreement by Licensee.

Licensor shall use reasonable efforts to re-rent the Premises, and license fees received by Licensor in the re-renting of the Premises shall reduce cancellation fees owed by Licensee by a like amount, with such reduction not to exceed the full amount of the cancellation fees owed.

17. **Programs, Novelties and Merchandise.** Unless otherwise agreed by Licensor in writing, Licensor reserves the exclusive right to operate, or contract for the operation of, a coat checkroom and program, novelty and/or merchandise sales at the Event (including without limitation programs, t-shirts, CD's, books, cassette tapes, DVD's, VHS tapes, lapel pins, photographs and souvenirs), and to receive all income therefrom.

18. **Termination.** Either party may terminate this Agreement in the event the other party fails to perform any of its material obligations under this Agreement, and such failure has not been cured within fifteen (15) days (or 5 days in the event of a payment default) after the date on which the breaching party receives written notice describing such breach in reasonable detail. Notwithstanding the foregoing, in the event Licensee fails to provide the insurance certificate required herein by the date due hereunder, or if Licensor may suffer irreparable harm as a result of the breach by Licensee, Licensor shall not be required to wait any period of time before terminating this Agreement or pursuing any remedies hereunder or under applicable law. Any termination of this Agreement shall not prejudice any other right or remedy available to the non-breaching party at law or in equity. In the event Licensor terminates this Agreement due to a breach or default by Licensee, Licensor may retain as damages any fees paid by Licensee under this Agreement (including the deposit), without prejudice to any other legal rights or remedies Licensor may have.

19. **Force Majeure.** Should Licensee be unable to take possession of the Premises or present the Event due to an Event of Force Majeure, neither Licensor nor Licensee shall have any liability under the Agreement and Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments less any expenses incurred by Licensor in preparing for the Event. The term "Event of Force Majeure" shall mean any and all acts of God, strikes, lock-outs, acts of the public enemy, laws, rules and regulations of governmental or quasi-governmental entities, wars or warlike action, arrest or other restraint of government (civil or military), blockades, insurrections, riots, terrorism or terrorist threats, epidemics, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction, radioactive contamination, accidents, or any other causes, whether of the kind herein enumerated or otherwise that are not reasonably within the control or caused by the party claiming the right to delay the performance on account of such occurrence; provided, however, in no circumstances shall the monetary inability of a party to perform any obligation contained in this Agreement be construed to be an Event of Force Majeure. Upon removal or cessation of the Event of Force Majeure, the parties' respective rights and obligations hereunder shall be reinstated for any and all subsequent sessions of the Event remaining in the Term (if any). The Parties expressly acknowledge and agree that the occurrence of Zika virus transmissions within the City of Miami Beach, Florida or elsewhere shall not constitute an Event of Force Majeure under this Agreement.

20. **Non-Discrimination / Americans With Disability Act.** Licensee agrees not to discriminate against any employee or applicant for employment to be employed in the performance of or in relation to this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to such employment, whether on account of race, marital status, color, religion, national origin, ancestry, age, sex, sexual orientations or handicap except where based on a bona-fide occupational qualification. With respect to the Event, Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended ("ADA"). To the extent that Licensee reconfigures, modifies, alters, rearranges, or otherwise prepares or "sets up" the Premises or any other portion of the Center in order to accommodate the Event, Licensee shall be responsible for ensuring that such areas comply (and continue to comply throughout the Term) in all respects with the ADA, including without limitation with regard to accessibility, usability, and configuration. Licensee shall be solely responsible for providing auxiliary aids or any modification of the Premises or other portions of the Center that may be required in order to accommodate the Event, and for ensuring that the policies, practices, and procedures it applies in connection with the Event are in full compliance with the ADA.

21. Miscellaneous.

A. Entire Agreement; Amendments; Governing Law. This Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior understandings, written or oral, among the parties hereto. This Agreement may only be modified or amended by a subsequent written agreement signed by an authorized representative of Licensor and by Licensee. This Agreement shall be governed by the laws of the State of Florida applicable to contracts made and to be performed in such state, without regard to conflicts of laws principles.

B. Notices. Notices by Licensor and Licensee to each other shall be deemed duly given if (i) delivered personally with a signed receipt evidencing such delivery, (ii) transmitted by telecopier with confirmation of transmission, (iii) mailed by certified mail, return receipt requested, postage prepaid, or (iii) delivered by duly recognized air courier service to the addresses indicated in the opening paragraph hereof. All notices sent to Licensor shall be sent to the attention of General Manager and also to Global Spectrum, 3601 S. Broad Street, Philadelphia, Pennsylvania Attn: General Counsel.

C. Assignment. This Agreement shall not be assigned nor shall Licensee's right to use the Premises be sublicensed by Licensee without the prior written consent of Licensor in each instance, which may be withheld in Licensor's sole discretion. Licensor may assign this Agreement at any time to any party including, without limitation, any successor owner or operator of the Premises.

D. No Agency. The relationship between Licensor and Licensee is that of independent contractors and not agents or employees. Under no circumstances shall this license be considered a contract of partnership or joint venture. Neither party shall be liable for any of the debts, accounts, obligations or other liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein.

E. Waivers. No waiver shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether of similar or dissimilar nature, unless expressly so stated in writing.

F. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

G. Effectiveness of Agreement. This Agreement will not be effective or binding upon Licensor until it has been executed and delivered by Licensor.

H. Rules and Regulations. The Rules and Regulations as contained in the Build Users Guide are hereby incorporated into this agreement.

I. General Manager's Discretion. Any matter not expressly provided for herein shall be within the reasonable discretion of the General Manager.

J. Complimentary Space. Allowance of a 5% cap of the total net square footage utilized available for verified and approved complimentary booths: Approved complimentary booths would typically include not-for-profit organizations, educational exhibitors, or other community service-oriented displays generating no direct or indirect revenues or expense to the Show Management/Licensee.

K. Licensee Outside United States. The Licensee hereby represents, warrants and covenants that (a) Licensee and any of its owners, affiliates, officers, directors, employees and agents involved in providing services under this Agreement, will comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act and any other applicable jurisdiction; (b) in carrying out its responsibilities under the Agreement, neither the Licensee nor any of its owners, affiliates, officers, directors, employees or agents will offer, promise or give anything of value, directly or indirectly, to (i) any Government Official in order to influence official action or otherwise obtain an improper business advantage, (ii) any other person while knowing that all or any portion of the money or thing of value will be offered or given to a Government Official or (iii) any other person in order to induce them to perform their work duties disloyally or otherwise improperly; (c) neither the Licensee nor any of its owners or affiliates is directly or indirectly owned or controlled, in whole or in part, by any Government Entity or Government Official and no owner, partner, officer, director or employee of the Licensee or of any parent or subsidiary company of the Licensee is or will become a Government Official during the term of this Agreement; and (d) no government is investigating or has in the past five years conducted, initiated or threatened any investigation of the Licensee or any of its owners, affiliates, officers, directors or employees for alleged violation of anti-corruption laws. "Government Entity" means a national government, political subdivision thereof, or local jurisdiction therein, an instrumentality, board, commission, court or agency, whether civilian or military, or any of the above, however constituted, a government-owned or government-controlled association, organization, business or enterprise, a political party. The term "Government Entities" also includes public international organizations, i.e. organizations whose members are countries, or territories, governments of countries or territories, other public international organizations or any mixture of the foregoing. "Government Official" means any public or elected official or officer, employee (regardless of rank), or person acting on behalf of a national, provincial, or local government, including a department, agency, instrumentality, state-owned or state-controlled company, public international organization (such as the United Nations or World Bank), or political party, party official or any candidate for political office. Officers, employees (regardless of rank), or persons acting on behalf of an entity that is financed in large measure through public appropriations, is widely perceived to be performing government functions, or has its key officers and directors appointed by a government should also be considered "Government Officials."

22. Convention Center Renovation and Expansion Project.

Licensee hereby acknowledges that during the Term herein, the Center may be undergoing construction in connection with that certain capital project to be undertaken by Owner; which project is currently referred to as the "Miami Beach Convention Center Renovation and Expansion Project" (the "Project").

Licensor shall endeavor to keep Licensee informed of significant Project developments which Licensor determines may have a material impact on Licensee's use of the Premises, or portions thereof, for the Event. To the extent practicable, Licensor shall use its commercially reasonable efforts to minimize any such material impact to Licensee's use of the Premises (or portions thereof) for the Event. If, despite such efforts, Licensor and Licensee mutually determine that the Project is expected to materially impact Licensee's use of the Premises (or portions thereof) for the Event, the parties shall use mutual good faith efforts to identify and agree upon alternate premises within the Center for the Event, or for the portion(s) of the Event materially impacted by the Project, subject to such alternate premises being available. If the parties are unable to mutually agree upon alternate premises within the Center, or such alternate premises are unavailable, then Licensee may terminate this agreement by providing written notice to the Licensor no less than thirty (30) days prior to the start of the Event. In such case, neither party shall have any liability to the other except that Licensor shall return any advance deposits paid by Licensee to Licensor, less any out of pocket expenses incurred by Licensor in connection with the Event (which Licensor may retain).

Licensee acknowledges that during the Project there may be times where normal construction activities may create noise, vibration, dust, or other environmental impacts that may be observable within the spaces licensed under this Agreement. Licensee further acknowledges that during the project there may be modifications to the entry, egress, loading, and circulation spaces that may include, but may not be limited to the creation of temporary passages within the facility that may occur within or adjacent to areas of active construction, the relocation of entry or exiting doors, the assignment of specific loading docks, and other temporary adjustments to the movement of people and freight through the Center. Licensee acknowledges that the conditions identified in this Paragraph are an anticipated element of the use of the Center during the Project and as such do not constitute a material impact on the Licensee's Event as defined in the Section.

[END OF AGREEMENT]