

Licensee understands and recognizes that the Facility is one component of a planned complex that may include, but not be limited to, an on-site hotel, a retail shopping mall, a cruise/port terminal, and a parking garage. Licensee further understands that during construction of, but not limited to, above referenced projects, that Operator will use its best efforts to minimize inconvenience or disturbances to Licensee during such construction.

However, Operator assumes no liability or disruption, loss or damage that Licensee may incur as a result of any construction or expansion of the facility/complex. Operator's sole responsibility to Licensee for such construction or expansion shall be stated herein.

NOW, THEREFORE Operator hereby permits Licensee and Licensee agrees to use those areas of the Facility hereinafter described ("Authorized Areas") for the term, at the fees and upon the terms, covenants and conditions hereinafter set forth:

1. ***Authorized Areas and Terms:*** Operator grants to Licensee the peaceable, quiet use and enjoyment of the following described Authorized Areas in the Facility, including corridors for ingress and egress, designated lobbies and outdoor access and ingress areas as set forth below, during the time or times indicated. Operator will permit Licensee to utilize specific areas of the lobbies, by the decision of the Operator's General Manager, as necessary for the event.

<u>Event</u>	<u>Areas</u>	<u>Date(s)</u>	<u>Hours (Approx.)</u>
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2. *Use of Facilities:*

- (a) The Authorized Areas shall be used for an Event to be called _____ (the Event) and only for the purposes of a _____. If requested by the Operator, Licensee shall provide Operator with a detailed, written description of the Event. The Operator's General Manager will have full and final authority for definition (i.e. consumer show, convention, trade show, etc.) of the Event.
- (b) *Notice of Event Requirement - Floor Plans* - Prior to the sale, lease or assignment of any exhibit space, Licensee shall provide Operator, for Operator's approval and fire marshall's approval, five (5) copies of a full and complete floor plan for the Event, and if requested, furnish a description of all electrical, communications systems, and plumbing work. At least four (4) weeks prior to the first day of the Event, Licensee shall provide Operator with updated floor plans and all other information required by Operator concerning the Event such as, but not limited to, room or hall set-up(s), staging, event personnel requirement, and food and beverage requirements. Licensee will be responsible for all labor costs and other fees arising from the late delivery of such information. Licensee will indemnify, defend and hold harmless Operator from any claims of any agent, employee or sub-licensee of Licensee arising from the late delivery of such information. Operator shall be the sole judge of what additional labor or fees are required as a result of the delay.

Operator hereby reserves the right, by written notice within ten (10) days of receipt of the floor plan, to require Licensee to make such changes, deletions and additions in the floor plan as Operator deems reasonably necessary or desirable to insure the efficient operation of the Facility. Failure by Licensee to make such reasonable changes, deletions or additions requested by Operator within seven (7) days after receipt of notice thereof shall constitute default and Operator may deny access to Authorized Areas to Licensee.

- (c) Licensee shall not knowingly use the facility, or knowingly permit it to be used by any employee, agent, patron or invitee:
- (I) For any illegal purpose;
 - (II) In conflict with any applicable law, ordinance, rule or regulation of any governmental authority;
 - (III) In any manner which could void the insurance or increase the rate of insurance on the facility (i.e. use of hazardous materials in or around the building);

(IV) In any manner which causes injury to the Facility; or

(V) In violation of Operator's rules and regulations.

(d) Licensee shall conduct business in the Authorized Areas in a dignified and orderly manner with full regard for public safety and in conformity with Operator's General Rules and Regulations, including fire and safety rules as dictated by Operator and/or local fire regulations, as such may exist from time to time. Licensee agrees that it will not allow any employee, agent, exhibitor or invitee at, in or about the Facility, who shall, upon reasonable, non-discriminatory grounds, be objected to by Operator and such person's right to use the Facility may be revoked immediately by Operator.

3. **Fees:** Licensee shall pay to Operator as rent for use of Authorized Areas as follows:

Exhibits:

(A) Minimum rental fee of: _____

**Hall ___ @ \$._____ per NSF vs. a minimum
guarantee of _____ NSF** _____

OR

Should your exhibit space exceed the _____ NSF
minimum guarantee, then B would apply.

(B) Square Footage Fee of \$._____ per net. Sq. ft., whichever
sum is greater.

PLUS

(C) Other Fees & Comments:

Any equipment rental or labor or services will be at	Prevailing Rate
6% Sales Tax	_____
Minimum Balance for Determining Deposit	_____

ALL DEPOSITS ARE NON-REFUNDABLE AND INCLUDE 6% FLORIDA SALES TAX.

STATE OF FLORIDA TAX EXEMPT NUMBER IF APPLICABLE:

(PLEASE PROVIDE A COPY OF YOUR FLORIDA TAX EXEMPT CERTIFICATE.)

4. **Mode of Payment:** Licensee agrees to pay Operator at its office in the Facility, by check payable to “Broward County Convention Center”, in lawful currency of the United States or by certified or cashiers check, including 6% state sales tax as follows:

Initial Deposit _____	payable by _____
Balance of Amount Per Paragraph 3: _____	payable by _____
_____	payable by _____

ALL DEPOSITS ARE NON REFUNDABLE.

- (a) **COST “ESTIMATE” WILL BE SENT 30 DAYS PRIOR TO YOUR EVENT LISTING ALL ANTICIPATED CHARGES FOR EQUIPMENT RENTAL OR SERVICES. PAYMENT IS DUE 15 DAYS PRIOR TO YOUR EVENT.**

- (b) Final settlement process between Licensee and Operator to account for all monies owing under this Agreement shall be effected upon receipt of invoice with either the Operator's Director of Finance and/or General Manager. No monies or compensation of any form should be paid to any other employee of Operator at any time.
- (c) Licensee shall pay the balance of all fees and charges under Paragraph 3 and 7, as determined in the final settlement process, immediately upon invoice.
- (d) Operator is not obliged to pay interest on any deposit called for by this Agreement.
- (e) If Licensee fails to pay any amounts when due under this Agreement, it shall pay Operator a late charge of 1.5% per 30 days on the unpaid balance.
- (f) Operator may require Licensee to tender a deposit or deposits to cover special staffing prior to Event. Such deposit(s) shall be determined by the Operator's General Manager.
- (g) The rental rate quoted in this Agreement is guaranteed for a maximum period of 18 months from the date of execution thereof. If the Event takes place more than 18 months after the date of such execution, the actual rental rate will be the prevailing rate 18 months prior to the date of the first day of the event. Any waiver of this policy must be issued in writing by the Operator's General Manager.

5. *Liquidated Damages/Cancellation Clause:* Licensee agrees to pay Operator fees as outlined in Paragraph 3 and Paragraph 4 of License Agreement. If Licensee cancels any event covered by this agreement, Licensee agrees to pay Operator the following amounts as liquidated damages and not as a penalty and the parties agree that such amounts constitute reasonable provision for liquidated damages.

- (a) If Licensee cancels more than eighteen months before the first scheduled day of the event, Operator will retain the initial deposit as shown in Paragraph 4 of the License Agreement.
- (b) If Licensee cancels more than 12 months before the first scheduled day of the event, but less than eighteen months before the first scheduled day of the event, Operator will retain one-half of the balance due as shown in paragraph 4 of the License Agreement.
- (c) If Licensee cancels less than 12 months from the first scheduled day of the event, the entire minimum rental as shown in Paragraph 3(c) of the License Agreement shall be payable to Operator by the Licensee as liquidated damages, upon invoice.

6. ***Services Provided by Operator Included in Rental:*** Operator shall furnish, without cost to Licensee during Event show hours, normal air conditioning or heat, overhead lighting, restroom facilities and janitorial services consisting of cleaning of common public areas, not including aisle or exhibit booth cleaning, in accordance with Operator's General Rules and Regulations. Failure to furnish any of the foregoing due to circumstances beyond the control of the Operator shall not be construed a breach of Agreement. It is understood by Licensee that services will be provided only to the extent of existing available inventory and in consideration of other tenants.
7. ***Services Not Included in Rental:*** All services, equipment and personnel not provided for in Paragraph 6 shall be paid for by Licensee. Such other services, equipment and personnel include but are not limited to:
- (a) Guest Services: such as security, crowd, and traffic personnel;
 - (b) Nursing/medical personnel;
 - (c) Stagehand and stage lighting and operation;
 - (d) Sound set-up and operations including technicians;
(Other than normal house PA system)
 - (e) Insurance (See Item 15);
 - (f) Equipment as outlined on equipment rental list;
 - (g) Bulk trash removal;
 - (h) Food and beverage;
 - (i) Exhibit aisle and booth cleaning services;
 - (j) Move-in and move-out air conditioning and/or heat.

Operator reserves the right to determine the number of personnel required to perform any of the services described in this Facility License Agreement, whether any or all such functions are provided at Licensee's expense or by Licensee.

Licensee agrees that all services at or in the Facility shall be performed in conformity with the Facility General Rules & Regulations as in effect at the time of the Consumer Show and Licensee agrees that it shall adhere to such Facility General Rules and Regulations a condition of all contracts, agreements, and directives for shipments and services connected with the Consumer Show.

Licensee must use the following Operator furnished exclusive services & personnel: Security, Utilities, Telecommunications, Technical Services Personnel, Box Office, Catering and Concessions.

COST "ESTIMATE" WILL BE SENT 30 DAYS PRIOR TO YOUR EVENT LISTING ALL ANTICIPATED CHARGES FOR EQUIPMENT RENTAL OR SERVICES. PAYMENT IS DUE 15 DAYS PRIOR TO YOUR EVENT.

8. **Security:** Operator reserves the right to review, in advance of the Event, proposed security staffing levels and may request Licensee to increase or change its security arrangements, and Licensee shall promptly comply with such request. The cost of such changes will be borne by Licensee.
9. **Utilities:** Operator reserves the exclusive right to provide all utility services in the Facility, i.e. electric, plumbing and compressed air.
10. **Telecommunications:** Operator reserves the exclusive right to provide all telecommunications services in the Facility.
11. **Concessions:** Operator reserves the exclusive right to sell, at its discretion, foods, non-alcoholic beverages, alcoholic beverages, merchandise of all types including programs, photographs and novelties, and operate checkrooms. Operator may provide such items as it deems appropriate either directly or through independent contractors. Operator may utilize any unused space within the Facility for this purpose.
12. **Catering:** Operator reserves the exclusive right to provide any and all catering services in the Facility. Operator may provide such catering through an independent contractor. If Licensee desires to utilize an outside caterer for any services, Licensee must notify Operator in writing and such outside caterer will be allowed to provide services within the Facility upon approval by Operator following the signing of a contract acceptable to Operator and payment of all applicable fees.
13. **Insurance:** Licensee hereby agrees to obtain at its own expense and to keep in full force and effect during the use or occupancy of the Authorized Areas pursuant to this Agreement, including move-in and move-out periods, the following insurance coverages. All policies shall be issued by companies licensed to do business in the State of Florida and having at least an "A" rating in the current Best's Manual. All such policies of insurance, with the exception of Workers' Compensation, shall be endorsed to be primary of all other valid and collectible coverages maintained by Operator and the County of Broward, Florida, with respects to their activity at the Facility. All applicable policies will be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Licensee's obligations under this paragraph.
 - (a) **Comprehensive General Liability** - Said coverage shall have limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverages for personal injury, contractual liability, operation of mobile equipment, products/completed operations and liquor law liability.

The contractual liability coverage shall be specifically endorsed to cover this Agreement and specifically mention coverage for the indemnification found in Paragraph 16 of this Agreement.

- (b) *Workers' Compensation* - Coverage shall comply with all State and federal requirements and will be in the statutory required limits. All employees of the Licensee must be covered by Workers' Compensation.
- (c) *Employers Liability* - Coverage shall be placed with limits not less than \$1,000,000 per incident.
- (d) *Automobile Liability* - Coverage shall be acquired for all owned, non-owned, hired and leased vehicles of Licensee, including the loading and unloading thereof. Limits of not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage shall be maintained.

Licensee shall name as additional insureds, SMG, the Greater Ft. Lauderdale/Broward County Convention Center, Broward County Board of County Commissioners and the County of Broward, Florida and their officers, directors, agents and employees.

Licensee shall furnish to Operator at least thirty (30) days prior to commencement of occupancy of the Facility certificate(s) of insurance as evidence that the required coverage is in effect. Should Licensee fail to provide such certificate(s) as required by this Agreement, Operator may, but shall not be obligated to, obtain said policies of insurance at Licensee's expense, or Operator may cancel the Event(s) without penalty to Operator. All insurance as required by this Agreement must carry a mandatory thirty (30) day notice of cancellation.

- 14. ***Indemnification:*** Licensee agrees to indemnify, hold harmless and defend SMG, the Greater Ft. Lauderdale/Broward County Convention Center and the County of Broward, Florida, their officers, directors, agents, servants and employees ("Indemnitees") from and against all liabilities, damages, actions, costs, losses, claims and expenses (including attorney's fees), on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole or in part, from any act, omission, negligence, fault or violation of law or ordinance of permission of Licensee. Such indemnification by Licensee shall apply unless such damage or injury results solely from the negligence, gross negligence or willful misconduct of Operator.
- 15. ***Waiver of Subrogation:*** Licensee hereby waives any and every claim which arises or may arise in its favor and against Operator and County during the term of this Agreement or any extension or renewal thereof, for any and all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained in this Agreement with respect to any loss or damage to property of Licensee. Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person).

Licensee is advised to provide each insurance company written notice of the terms of such waiver, and to have insurance policies properly endorsed, if necessary.

16. ***Waiver of Claims:*** Licensee assumes full responsibility to safeguard display booths, advertising material, goods held for display or sale and all other property owned or used by Licensee, or any of its Exhibitors, or Invitees, in accordance with the Facility's General Rules and Regulations. **LICENSEE HEREBY WAIVES ANY AND ALL CLAIMS AGAINST OPERATOR AND THE PERSONS AND INDEMNITEES DESCRIBED IN PARAGRAPH 16 FOR DAMAGE TO OR LOSS OF THE PROPERTY ENUMERATED ABOVE, UNLESS SUCH DAMAGE OR LOSS RESULTS SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OPERATOR.**
17. ***Repair and Return of Facility:*** Licensee shall have the right, upon request to Operator, to conduct an inspection with Operator of the Authorized Areas to be used by Licensee, as set forth herein, and any existing damages or problems found in the inspection shall be noted in writing. All damages or problems noted during inspection will be the sole responsibility of the Operator.

If the Facility or any portion thereof is damaged by any act, omission, default or negligence of Licensee or Licensee's agents, subcontractors, employees, patrons, invitees, guests or any person admitted to Facility by Licensee, then Licensee will pay to Operator, upon demand, in cash, a sum equal to the cost of repairing and restoring Facility to its condition as of the commencement of this Agreement; or Licensee will, at the option and approval of Operator, make or cause to be made such restoration and repairs at its own expense.

18. ***Taxes and Fees:*** Licensee agrees to pay promptly all sales, use, excise and any other taxes and any license fees which are required to be paid by Licensee to any governmental authority. Licensee hereby agrees to indemnify and hold Operator harmless for the payment of all taxes and fees paid or required to be paid by Licensee or its exhibitors under this Agreement. Licensee further acknowledges that Operator shall have no duty or responsibility whatsoever to Licensee or its exhibitors relating to registering exhibitors, enforcing compliance with tax laws, or notifying Licensee or its exhibitors of any changes in laws, regulations or ordinances concerning the payment of taxes and fees.
19. ***Non-Discrimination:*** Licensee agrees not to discriminate against any employee or any applicant for employment because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public.

20. ***Force Majeure:*** Operator may terminate or suspend its obligations under this Agreement if such obligations are delayed, prevented or rendered impractical by any of the following events to the extent such event is beyond the reasonable control of the Operator:
- Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, wars, shortage of or inability to obtain materials, supplies or utilities, or any law, ordinance, rule or regulation.

In any such event Operator shall not be liable to Licensee for delay or failure to perform its obligations, except there shall be a pro-rated reduction in the consideration which would otherwise be due and payable under this Agreement.

21. ***Operator's Right of Entry:*** In permitting Licensee the use of the Authorized Areas, Operator does not relinquish and does hereby retain the right to enforce all rules for the management and operation of such space. Representatives of Operator and the County shall at all reasonable times have the right to enter into Authorized Areas without providing notice to Licensee. All space relative to the Facility shall at all times be subject to Operator's right to control.
22. ***Non-Exclusive Use:*** Operator shall have the right to use or permit the use of any portion of the Facility not granted to Licensee under this Agreement to any person, firm, or entity regardless of the nature of the use of such other space. The Operator's General Manager shall have full and final authority as to the use of such space.

Licensee understands that the Facility will make available, for use by others, such portions and areas that are not subject to this Agreement. Licensee agrees to cooperate in good faith with Operator and personnel of the Facility and with those persons using other portions and areas of the Facility, especially during periods of ingress and egress, in order to make mutual use of the Facility harmonious and agreeable.

23. ***Advertising Displays:*** Licensee shall not display any advertising matter of any description inside, on front of, or on any part of the Facility except upon regular billboards provided for such purpose. Any advertising matter must be approved by the Operator's General Manager. Unauthorized advertising matter will be removed by Operator, and any costs associated with such removal will be charged to Licensee. Licensee agrees that all advertising of the Event will be honest and true and will include accurate information on show times and ticket prices.

Licensee agrees that all printed materials and electronic mediums including, but not limited to, advertising, literature, hand-outs, etc. promoting the Event and/or the Facility shall utilize the Facility logo and colors approved by Operator. Operator shall furnish Licensee such Facility logo in camera ready format. Additionally, Facility shall always be referenced as the "Greater Ft. Lauderdale/Broward County

Convention Center” in all print and electronic mediums.

24. ***Abandonment or Vacation of Facility:*** If any part of the Facility covered by the Agreement becomes vacant or is not used by Licensee, Operator may offer such space to others. In that event, all income from the re-licensed space shall belong to Operator.
25. ***Emergency Powers to Vacate Premises:*** Operator may extinguish all lights in the leased premises, cease operation of the air conditioning system, terminate service of any other utilities within the Facility, order evacuation of all or any portion of the Authorized Areas, or cause to be removed there from any person, any materials, equipment or other items if, in Operator’s judgment, circumstances of a dangerous or unusual nature have occurred, or Operator reasonably believes, in its own judgment, are about to occur, and such action is necessary to secure the safety and welfare of persons and/or property. Licensee waives any right and/or claim for damages against Operator, the County, their agents or servants, in such eventuality.
26. ***Liens:*** To secure Licensee’s obligations hereunder, Licensee hereby grants Operator the first right of lien against property of Licensee in the Facility for all unpaid fees, expenses and any accounts receivable from previous events, and appropriate taxes, license and permit fees due for the Event. Operator shall have the right to impound Licensee’s property at the Facility. Should such charges remain unpaid for a period of ten (10) days after invoicing, Operator shall have the right to sell such impounded property at public auction after providing at least seven (7) days notice of the auction to Licensee within which Licensee can redeem the impounded property upon payment to Operator of all amounts due on the invoice, or upon such other terms as may be mutually agreed upon by the parties and to apply the cash proceeds from such auction to the retirement of the balance of such invoice.
27. ***Default:*** If Licensee defaults in the performance of the terms and conditions of this Agreement, or any other agreement between Licensee and Operator, including payment of fees and maintenance of required insurance in strict accordance of this Agreement, and said default is not cured within fifteen (15) days (except as in paragraph 26 with seven (7) days notice for auction) after Operator provides written notice of the default to Licensee, then Operator, at its option, may immediately terminate this Agreement by written notice to Licensee, wherein Licensee’s rights and privileges under this Agreement shall immediately terminate. Operator may also terminate any other contracts with Licensee. In addition, Licensee shall be liable for all damages caused by such default, including liquidated damages.

In the event COUNTY terminates OPERATOR’S Contract to manage, operate and maintain the Facility in accordance with the Internal Revenue Service guidelines (Rev. Proc. 82-14) and the Tax Reform Act of 1983 (Sec. 1301 (e)), or for any other reason not the fault of the Operator, Operator shall not be responsible or liable to Licensee for any delay, inconvenience or damages of whatever nature suffered by Licensee under this Agreement.

28. ***Suit to Enforce:*** If either party institutes suit or other proceeding against the other party for the fees provided herein or otherwise to enforce or seek damages with respect to a default under this Agreement, the prevailing party shall be entitled to recover all damages provided by law or under this Agreement, including all costs and reasonable attorney's fees (including appeal). Venues for any litigation arising out of or in connection with this Agreement shall be in Broward County, Florida.
29. ***Cumulative Remedies:*** All rights, powers and privileges conferred hereunder upon Operator shall be cumulative and shall not be restricted to those given by law.
30. ***Assignment:*** Licensee may not assign this Agreement or any other interest therein or permit the use of Authorized Areas or any part thereof, without the prior written consent of the Operator. Any attempted assignment without the prior written consent of Operator shall be null and void.
31. ***Notices:*** All notices required or permitted to be given to any party pursuant to this Agreement shall be in writing and delivered personally, or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally or refused by those individuals or entities addressed below. The designation of the individuals to be so notified and the addresses of such persons or entities for the purpose of notice may be changed from time to time by written notice to the other party, in a manner provided herein for giving notice, which shall be deemed effective ten (10) days after such written notice of change is furnished to the other party.

To Operator: General Manager
 Greater Ft. Lauderdale/Broward County Convention Center
 1950 Eisenhower Blvd.
 Ft. Lauderdale, FL 33316

To Licensee: at the office designated in the Application for License during
 the term of the Agreement to the Authorized Areas

Unless and until written notice is received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

32. ***Rules & Regulations:*** Operator's Facility Rules and Regulations, including but not limited to fire rules and regulations, are hereby incorporated into this Agreement by reference. Operator reserves the right to amend such rules and regulations in writing from time to time and will provide Licensee with written notice of such amended Rules and Regulations. Licensee agrees to be bound by all amended Rules and Regulations so long as they do not unreasonably interfere with the Licensee's use of the Authorized Areas herein.

RECEIPT OF RULES:

Licensee hereby acknowledges receipt of Operator's Facility General Rules and Regulations, including all applicable fire safety rules and regulations, and agrees to be bound by such rules and regulations.

33. ***Entire Agreement:*** Except as provided in Paragraph 32, this Agreement contains the complete and exclusive agreement between the parties and is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this Agreement has been or is relied upon by any party. Each party has relied upon its own examination of the full Agreement and the provisions thereof, the counsel of its own advisors, and the warranties, representation and the covenants expressly contained herein. No modification or amendment of this Agreement shall be in force unless in writing executed by all parties hereto.
34. ***Headings:*** The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.
35. ***Waiver:*** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
36. ***Severability:*** In the event any provision of this Agreement or the application thereto to any person or circumstance shall be inapplicable, invalid, illegal or unenforceable in any respect, the remainder of this Agreement and application of such provision to other persons or circumstances shall not be effected thereby and shall be enforced to the fullest extent permitted by law.
37. ***Governing Law:*** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.
38. ***Other:*** N/A

APPROVAL OF CONTRACT: This Agreement is not binding upon Operator until signed on behalf of the Operator. It will be effective on the date that it is executed by Operator.

EXECUTED

LICENSEE

Witness as to Licensee

By: _____

Title: _____

Date: _____

SMG

Witness as to SMG

By: _____
Mark Gatley

Title: General Manager

Date: _____