

GREATER FT. LAUDERDALE/BROWARD COUNTY CONVENTION CENTER

BOOKING POLICIES (AS OF AUGUST 20, 2004)

I. STATEMENT OF PURPOSE

The Greater Ft. Lauderdale/Broward County Convention Center (the “Center”) is a national and international convention, trade show, and multi-purpose facility owned by Broward County, Florida, and operated by SMG. The Center was built with the primary objective of promoting and facilitating events and activities which generate substantial economic benefits to Broward County.

In addition, the Center was developed with a secondary objective of providing services and facilities which respond to the needs of the county and local activities which promote business and generally enhance the quality of life for the community the Center serves.

II. DEFINITION OF TERMINOLOGY

In the process of scheduling the facility and dates, the following terms and definitions shall always apply to scheduling commitments, i.e., reservations issued by the Greater Ft. Lauderdale/Broward County Convention Center:

Tentative

Facility and dates will be temporarily held pending notification to the contrary by either party. In the event a tentative commitment is released by the Greater Ft. Lauderdale/Broward County Convention Center, the requesting party will be notified that the space and/or dates have been released.

First Option

Space and dates reserved on a first option are reserved tentatively, but a conflicting commitment for the space and dates generally will not be made in favor of a second requesting party within the same scheduling priority without first offering the party holding a first option an opportunity to either execute a License Agreement or release the reservation. A first option held by a Second Priority Event can always be superseded by a First Priority Event, unless a License Agreement has been previously executed.

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At the discretion of the General Manager, a party with a First Priority Event holding a first option may be required within seven (7) days of written notice to execute a License Agreement and post a deposit at any time that the General Manager has a good faith request in writing from another First Priority Event for the same dates.

Confirmed

Space and dates are considered confirmed or under contractual commitment only upon execution of a Greater Ft. Lauderdale/Broward County Convention Center License Agreement by the event sponsor and the Greater Ft. Lauderdale/Broward County Convention Center, specifying all details of the commitment.

No variance from the Center's agreement represented in the above terms may be made in any case except upon the prior express written approval of the General Manager.

III. BOOKING RESPONSIBILITIES

- (A) **Long Term:** Reservations more than eighteen (18) months before the requested date(s), for conventions and trade shows, are normally handled by the Greater Ft. Lauderdale Convention & Visitors Bureau, and are subject to the guidelines in Section IV (A) and (B) below.
- (B) **Short Term:** Reservations less than eighteen (18) months before the requested date(s) are normally handled by the Center, and are subject to the policies outlined herein.

IV. RESERVATION PRIORITIES

First Priority Events

- (A) Conventions and trade shows which are international, national, regional or state in nature, and which have a significant impact in terms of hotel tax generated are given priority dates. Such events shall be considered as "First Priority Events".

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- (1) Reservations: Date(s) requests for First Priority Events may be made as far in advance as necessary or appropriate and may supersede requests for other events and activities, unless a License Agreement has been previously executed by the Greater Ft. Lauderdale/Broward County Convention Center and the user for such other event.
 - (2) Contracts: A signed, fully executed License Agreement for First Priority Events will be required twenty-four (24) months prior to the event, or at the Center's General Manager's discretion.
 - (3) Deposits: A minimum deposit in the amount of twenty-five percent (25%) of the total estimated rental is required upon execution of the License Agreement. A greater deposit may be required depending upon when the License Agreement is being executed in relation to the date of the event.
- (B) Multiple day, consumer/trade shows are also considered "First Priority Events" if they utilize hotel rooms and meet the following criteria:
- (1) Hotel Room Usage: Minimally, hotel room usage must meet or exceed 500 rooms peak night, and/or 1,200 hotel room nights for the event's run.
 - (2) Hotel Room Pick-Up: Actual hotel room pick-up must be handled directly, and be confirmed by the Convention & Visitors Bureau housing services.
 - (3) Exhibit Space Use: Event must use the Convention Center's full 150,000 sq. ft. of exhibit space.
 - (4) Attendance: Event must generate audited attendance at the Convention Center of at least 18,000 for the run, and/or no less than an average 5,000 Convention Center attendants per event day.

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Second Priority Events

- (C) Multiple day, local trade shows and consumer shows shall be deemed as “Second Priority Events”, and will be given second priority status on dates. (A consumer show is an event which is open in whole or in part to members of the general public. The Center’s General Manager has full and final authority for defining whether an event is or is not a consumer show.)
- (1) Reservations: Multiple day, local trade shows and consumer shows shall not be booked more than eighteen (18) months in advance of the date(s) requested.
 - (2) Contracts: A License Agreement can be issued up to eighteen (18) months prior to the date(s) requested. Upon request by Center, within the period of twelve (12) to eighteen (18) months prior to date(s) requested, Licensee agrees to cooperate with Center in an effort to re-schedule such dates in order to accommodate a First Priority Event.
 - (3) Deposits: A minimum deposit in the amount of twenty-five percent (25%) of the anticipated rental amount is required upon execution of the License Agreement. The Center’s General Manager has the full and final authority to increase such minimum deposit. A greater deposit may be required depending upon when the License Agreement is being executed in relation to the date of the event.
- (D) Food functions, seminars or any other events will be given dates on a space available basis.
- (1) Reservations: These events shall not be booked more than eighteen (18) months in advance.
 - (2) Contracts: A License Agreement shall be executed by both parties six (6) months prior to the date(s) requested.
 - (3) Deposits: A deposit in the amount equal to the full minimum rental is required upon execution of the License Agreement.

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V. PROTECTION CLAUSE

A Protection Clause shall be granted to long standing recurring local, regional, national and international public and trade show with a proven record of success and financial ability. A Protection Clause will be included in the License Agreement, which will not be issued earlier than twenty-four (24) months prior to the event. The protection period shall not exceed a total of sixty (60) days prior to the first day of the event and sixty (60) days after the event. If a Protection Clause is granted, it will read as follows:

Protection Clause

Lessor Agrees that it will not lease any portion of the Convention Center facility to any competing event for the period commencing sixty (60) days before Lessee's first event day and concluding sixty (60) days after Lessee's last event day (the "Protection Period"). A "competing event" is hereby defined as an event which has thirty-five percent (35%) or more of the total number of exhibitors/booths in the event showing/selling product lines the same or substantially similar to the product lines in the Lessee's event, provided, however, that a show that is open to the public shall never be deemed a competing event with a show open only to the trade, and vice versa. The determination of whether or not an event is a "competing event" shall be solely within the discretion of the General Manager and shall be based upon the product lines in the proposed event's prior shows.

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VI. RESERVATION STATUS

- (A) Tentative reservations are subject to the approval of the Center's General Manager, and are subject to the following:
- (1) All tentative reservations can be cancelled by the Center. If a tentative reservation is cancelled by the Center, both holder and requesting party will be notified that the dates have been released by the Center.
 - (2) All tentative reservations are subject to challenge as set forth in Section VII.
 - (3) A tentative reservation for a single-day event outside of six (6) months is subject to cancellation with a forty-eight (48) hour notice at the discretion of the Center.
 - (4) All events are considered on a tentative hold until there is a fully executed Facility "License Agreement". Until a License Agreement is fully executed, and the full amount of agreed upon deposit is received, sub-contracting, advertising or selling of facility space or access is prohibited.

VII. CHALLENGES

If dates have been tentatively reserved for first or second priority events, and another Producer wants those dates, then such other Producer (the "Challenger") may deliver to the Center a deposit of twenty-five percent (25%) or more of the Challenger's estimated minimum rent. The size of the deposit shall be at the sole discretion of the Center.

The Center will then advise the person or firm holding the tentative reservation (the "Date Holder") of the challenge. Such notice may be by telephone, letter, email or telegram. Within forty-eight (48) hours of such notice, the Date Holder must submit to the Center a deposit equal to twenty-five percent (25%) of the Date Holder's estimated minimum rental, and execute a License Agreement in a form acceptable to the Center. The Center may at its sole discretion waive these requirements, or extend the time limits for up to five (5) days.

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VIII. MINIMUM BOOKING REQUIREMENTS

In order to maximize the usage of the Center, events accommodating less than 300 persons will not normally be able to reserve dates in the facility unless they are booked within a six to twelve (6-12) month window period. Any event not meeting this minimum must receive written approval from the Center's General Manager prior to reserving any dates.

IX. FACILITY USE APPLICATION

In order to reserve any part of the Center on either a tentative or confirmed basis, a Facility Use Application must be submitted.

The Center may decline to approve any application for any Producer on the basis of credit references, financial ability or prior experience. A Producer who has failed to perform any obligations under a prior License Agreement with the Center or a similar facility, has cancelled or failed to proceed with a confirmed reservation, or whose conduct is, in the opinion of the Center, detrimental to the best interest of Broward County, Florida.

Events and circumstances not covered in the above scheduling policies may be subject to special conditions as deemed appropriate by the General Manager.