

**BANKUNITED CENTER
AT THE UNIVERSITY OF MIAMI
LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into this **16th day of December, 2013** by and between **GLOBAL SPECTRUM, L.P.**, a Delaware limited partnership, on behalf of the University of Miami, having its principal office at 1245 Dauer Drive., Coral Gables, FL 33146 (hereinafter "Licensor"), and the following entity:

Company/Licensee: THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Contact: MICHAEL ROLAND
Address: DEPARTMENT OF STUDENT ACTIVITIES
P.O. BOX 5408
FORT LAUDERDALE, FLORIDA 33310

Phone: 754-321-1205
Fax: 754-321-1205
Email:

WITNESSETH:

WHEREAS, Licensor manages and operates a multi-use sports and entertainment facility in Coral Gables, FL known as the BankUnited Center at the University of Miami and has the power and authority to license the use thereof to others for the purpose of holding and presenting certain events; and

WHEREAS, Licensee desires to license the use of the BankUnited Center at the University of Miami and its facilities and adjacent areas from Licensor, and Licensor desires to license the use thereof to Licensee, for the purpose of holding and presenting the **Cypress Bay Graduation Ceremony** (the "Event"), all subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Promoter Guide, and intending to be legally bound hereby, the parties agree as follows:

1. Grant of License; Premises.
 - A. Licensor hereby grants to Licensee license to use, and Licensor shall make available to Licensee, that portion of the BankUnited Center at The University of Miami and its facilities and adjacent areas as may be necessary for the presentation of the Event (the "Arena"), including the Arena's floor, seating facilities, access areas, public address and scoreboard, sound systems, dressing rooms, press rooms, corridors, stairways, walks and lavatories in or about the Arena, and such other areas or parts of the Arena as may be necessary for the presentation of the Event, unless otherwise provided for herein subject to the terms and conditions set forth in this Agreement. Licensee hereby agrees to, and shall, use the Arena to hold and present the Event as contemplated by this Agreement.
 - B. Licensor shall retain the right to use any portion of its facilities not covered by this Agreement. Licensor also retains the right to re-enter or use any portion of the facility, which becomes vacant subsequent to the execution of this Agreement; Licensor shall retain all proceeds from any activities conducted in its facilities that are not covered by this Agreement or which become vacant.
 - C. Licensor shall retain the right to cause the interruption of any performance in the interest of health, safety or security and to likewise cause the termination of any Event when in the sole judgment of Licensor such act is necessary in the interest of health, safety or security.

D. Should it become necessary in the sole judgment of Licensor to evacuate the Arena for any health, safety or security reason, Licensee will peaceably vacate the premises in a timely and orderly manner. Once Licensor has declared that the facility is safe to re-enter, Licensee will be granted use of the Arena for sufficient time following evacuation to complete the Event without additional rental charge providing such time does not interfere with another building commitment or with existing ordinances or other governmental rule or regulation. If in the sole judgment of Licensor it is not possible to complete the presentation of the Event, fees and charges herein may be forfeited, prorated, or adjusted at the sole discretion of the Licensor due to any decision or action by Licensor under this provision. Licensee hereby waives any claim for damages or compensation from the Licensor for any action it takes pursuant to this provision.

2. Term; Scheduling; Renewal.

A. The term of the license granted herein shall begin May 31, 2014 at 8:00 a.m. and shall expire June 1, 2014 at 11:00 p.m. (the "Term").

B. In addition to the period set forth in the preceding paragraph, Licensor shall make the Arena available to Licensee, for (i) preparation of the Event and delivery, move-in and set-up of Licensee's freight and other properties on May 31, 2014 beginning at 8:00a.m and (ii) load-out immediately following conclusion of the Event on ending at a mutually agreed time but in any event no later than 11:00 p.m. on June 1, 2014.

C. Coordination of any and all deliveries for the Event (or each session thereof) will be the responsibility of Licensee. If any session shall run beyond 11:00 P.M. on any of the Event nights, or if load-out shall run beyond the mutually agreed upon time, Licensee shall be liable for any additional expenses incurred by Licensor, including but not limited to payments to labor.

3. Duties of Licensee. In connection with the presentation of the Event, Licensee shall provide (or cause to be provided) and pay for the following in addition to the Base License Fee:

A. (1) All participants and staff required for the proper presentation of the Event, including but not limited to performer, medical staff, and any other staff required for the proper presentation of the Event and, where specified by Licensee, sound system, lighting, staging, technical, catering and set-up personnel regularly employed by Licensee in presenting the Event, together with Workers' Compensation Insurance with respect to such personnel; and

(2) All tangible items of property necessary for the proper presentation of the Event, excluding all fixtures within the Arena and those items provided by Licensor set forth in Exhibit A attached hereto.

B. All ASCAP, BMI and similar licenses required for the presentation of the Event including, but not limited to the use of copyrighted or licensed music in connection with the presentation of the Event, and all other licenses or permits required in connection with the use of the Arena for the Event, all of which licenses and permits shall be procured by Licensee prior to commencement of the Term and presented to Licensor upon request;

C. The advertising, promotion and publicity campaign necessary and desirable to promote the Event. Licensor reserves any and all approval rights to any and all advertising, promotion and publicity; and

~~D. Fifty (50) complimentary tickets to Licensor to each session of the Event, with seat locations in the highest priced category available for sale to the general public.~~

4. Duties of Licensor. In connection with the presentation of the Event, Licensor shall provide, or cause to be provided, the following (the costs of which shall be borne by Licensee in addition to the Base License Fee [as defined in Section 6A (1) below], except as otherwise expressly provided below):

A. The Arena, including the general concourse area, public address systems and such other parts or areas of the Arena as may be necessary for Licensee to present and produce (if applicable) the Event (the costs of which shall be included within the Base License Fee);

B. Electricity and other utilities for lighting, heating, air conditioning and other agreed to services used in conjunction with the Event and the set-up and removal related thereto;

C. Cleaning and janitorial service during and after the Event;

D. All necessary support services, including, but not limited to, all ancillary staff necessary to hold the Event at the Arena (other than those being provided by Licensee pursuant to Subsection 3A(1) above), including ushers, doormen, emergency medical technicians (for patrons only), security guards and supervisors (including overnight security), change-over and set-up crew, telephone operator and ticket takers for the day or evening of each session of the Event;

E. Additional items, personnel and services, other than those set forth above, which Licensee requests to be provided in connection with the Event which are specifically listed in Exhibit A attached hereto and which Licensor is reasonably able to provide, such as stagehands for set-up, take down and productions, additional production requirements, catering, and lighting and/or sound equipment, all of which shall be subject to the approval of Licensor; and

F. Twenty Five (25) parking passes to Licensee, at no charge, for each session of the Event.

5. Marketing and Advertising.

A. Licensee, at its expense, shall provide the necessary personnel to, and shall use its best efforts to, market and promote the Event.

B. (1) All advertisements for the Event shall be provided by Licensee (including, but not limited to, all advertising publicity material, promotional material, press releases, posters, flyers and handbills) and shall be produced at the sole cost and expense of Licensee.

(2) Licensee shall not in any manner transmit, record or videotape or otherwise reproduce or disseminate any part of, or a description of any part of, the Event (including, but not limited to, radio, television, cable television, commercial television, closed circuit television and/or pay television, video disc or audio recording), except as provided herein. Licensee agrees that it will not photograph, videotape, audiotape or otherwise record at any time during the term of this Agreement without the express written consent of the Licensor and only if such is in compliance with all other applicable laws and regulations relating to such activity. Licensee agrees to indemnify, defend and hold harmless Licensor and the University, its trustees, officers and employees from and against any and all claims made as a result of any photograph, video tape, audio tape or other recording whether done with or without Licensor's consent.

(3) In addition to the written approval of Licensor for all promotional materials, Licensee shall not permit any commercial banner, signage, advertisement or promotional announcement to be posted or made within the Arena or on any University property without the prior written approval of Licensor, which approval may be withheld in Licensor's sole discretion.

(4) Licensee shall include the name "BankUnited Center at the University of Miami" as the site of the Event in connection with any advertising or promotion thereof. All promotional materials shall contain the authorized "BankUnited Center at the University of Miami" logo positioned full width across the bottom. However, Licensor must approve all such uses of the BankUnited Center at the University of Miami name prior to dissemination of any promotional materials.

(5) All advertisements for the Event presented pursuant to the provisions of this Agreement (including but not limited to, all advertising, publicity material, promotions material, press releases, posters, flyers, handbills and radio and television commercials) shall be submitted by Licensee to Licensor for its written approval before use.

6. License Fee.

A. In consideration of the license granted hereby and Licensor's agreement to provide the items set forth in Section 4 above, Licensee shall pay Licensor the following (collectively, the "License Fee"):

(1) A flat fee of Eighteen Thousand Five Hundred Dollars and Zero Cents all inclusive (\$18,500.00) (the "Base License Fee"); with the exception of stage and rigging labor, sound and video rental, phone/fax/data/wireless, catering, insurance, pyro-technical permit and/or Fire Marshall Services (Fire Watch), promoter requested additions, box office credit card charges (SEE Exhibit A EXCLUDES), plus applicable city and state amusement, sales, and similar taxes.

B. A non-refundable deposit in the amount of \$5000.00 is due and payable to Licensor upon execution of this Agreement. Licensee agrees to make additional deposits with Licensor at address on this agreement,) to cover estimated expenses, which the Licensor will encounter on behalf of Licensee in relation to the event and to make such payment by Certified Check payable to the BankUnited Center at the University of Miami, in lawful money of the United States of America. Additional deposit shall be made no later than Friday, May 16, 2014 by 5:00pm (EST).

C. At the conclusion of the Event (or each session of the Event, if applicable), Licensor and Licensee shall conduct a preliminary settlement respecting all items of income and expense which are incurred pursuant to the terms of this Agreement. At said settlement, Licensee and Licensor shall preliminarily account to the other for all income items received and expenses paid by each as of such date and shall make payment to the other (if applicable) of any and all sums due to the other in accordance with this Section 6. A final settlement shall be made by the parties within three (3) business days following the expiration of the Term.

D. Licensee acknowledges that use of all Suite and other Premium Seating areas in the Arena are specifically excluded from this Agreement and agrees that any revenue derived from the utilization or license of such Suites and other Premium Seating areas in connection with the Event shall be for the sole account of Licensor.

E. Licensee shall pay Licensor the License Fee and any and all additional fees due without abatement, deduction or set-off. Licensor may, at its election, collect all or any part of the License Fee due out of the receipts of sales of tickets, by whatever source, or concessions provided by or on behalf of Licensor, and Licensor shall have a first lien upon and security interest in such receipts to the extent of any amount required to be paid to Licensor by Licensee as provided in this Agreement.

7. Licenses.

A. Licensee shall secure in advance, prior to commencement of the Term, (a) all licenses and permits that may be required by or in connection with the use of the Arena for the Event and (b) all licenses required by any performing arts societies, such as ASCAP and/or BMI, for music or other works to be utilized or displayed in connection with the Event. Licensee shall do all other acts necessary to comply with all laws and requirements of all public authorities and all rules and regulations of Licensor in connection with the presentation of the Event.

B. Licensee is solely responsible for the use of the name, likeness or image of any player, performer or other attraction in connection with the Event or the advertising thereof and shall indemnify, defend and hold harmless the Licensor and the University, their trustees, officers, employees and agents against any claim arising from such use.

8. IRS-Tax Withholding

“Licensee acknowledges that, in the event Licensor believes, in its sole discretion, that any of the artist(s) or performer(s) that are the subject of the Event may be “non-resident aliens” (as defined in Section 7701(b)(1)(B) of the United States Internal Revenue Code (“IRC”), then Licensor shall have the right, notwithstanding any provision of this Agreement to the contrary, to withhold up to thirty percent (30%) of any amounts owed by Licensor to Licensee hereunder, for purposes of remitting such amounts to the United States Treasury in compliance with IRC Section 1441; provided, however, Licensor shall not withhold any amounts in the event either (i) Licensee provides to Licensor prior to the Event a written certification, in a form acceptable to Licensor in its sole discretion, that there are no “non-resident aliens” (as defined under the IRC performing at the Event, and Licensor has no reasonable basis to believe otherwise, or (ii) such artist(s) or performer(s) have, prior to the Event, entered into a Central Withholding agent, and Licensor has been provided with a copy of the CWA prior to the Event.”

9. Concessions; Merchandising; Programs

A. Licensor specifically reserves to itself and its concessionaires the right to sell, and proceeds from the sale of, refreshments and beverages, parking privileges and all other concessions at the Event (except as otherwise provided in Subsection 8B below). Licensee shall not sell or distribute, whether or not on a complimentary basis, any food, beverage or other merchandise and shall have no right to operate a concession during the Event, without Licensor's prior written approval.

B. With respect to merchandise concessions, Licensors, or persons designated by it, shall sell such merchandise, at mutually agreed-upon prices, with its own personnel, and all proceeds from the sale thereof, after deduction of applicable taxes and city licenses and inspection charges, shall be divided 70% percent to licensee and 30% percent to Licensor. Prior to the commencement of the Term, Licensee shall deliver, or cause to be delivered, all merchandise to be sold by Licensor hereunder. Licensee shall insure against and bear the risk of damage, theft or other loss of such merchandise, whether or not such merchandise is in the possession or control of Licensor at the time of such loss, and shall be responsible for all freight and transportation of such merchandise to and from the Arena.

10. Time of Occupancy.

Licensor agrees to open the Arena to ticket holders and/or invited guests at least one (1) hour before the Event (or each session thereof).

11. Insurance.

A. Licensee shall obtain, at its own cost and expense, commercial general liability insurance in the name of Licensee, which shall insure all operations of Licensee, contemplated by this Agreement and the contractual liability necessary for Licensee's duties and obligations set forth in this Agreement. ***Such insurance shall be written with a minimum of One Million Dollars (\$1,000,000.00) or more as may be required by the Licensor at its reasonable discretion, combined single limit for bodily injury and property damage liability, personal injury liability and coverage for all acts and/or omissions of any employees, agents, players, performers, contractors or sub-contractors retained by Licensee.*** Such insurance shall be endorsed to be primary to and not contributory with any coverage of Licensor, Global Spectrum LLP, University of Miami, and their trustees, directors, offices and employees, which may be applicable to the claim. Licensee shall also cause the required policy of insurance to be endorsed to include Licensor, Global Spectrum LLP, University of Miami, and their trustees, directors, offices and employees as additional insureds with respect to the operations and obligations contemplated by this Agreement.

B. Licensee shall also maintain, at its own cost and expense, Workman's Compensation Insurance covering the players, performers and other personnel whose services are contemplated by this Agreement.

C. Certificates evidencing insurance required pursuant to this Section shall be provided to Licensor not less than ten (10) days prior to commencement of the Term. The policies shall also provide, and the certificate shall so note, that the coverages 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.

D. LICENSOR SHALL HAVE THE ABSOLUTE RIGHT TO TERMINATE THIS AGREEMENT UPON WRITTEN NOTICE TO LICENSEE IF LICENSEE DOES NOT DELIVER TO LICENSOR THE CERTIFICATE OR CERTIFICATES OF INSURANCE REQUIRED HEREIN. IN THE EVENT OF SUCH TERMINATION BY LICENSOR, THERE SHALL BE NO FURTHER LIABILITY OF ANY KIND OR NATURE WHATSOEVER BY LICENSOR TO LICENSEE, AND LICENSOR SHALL RETAIN ANY AND ALL MONIES DEPOSITED OR PAID BY LICENSEE. IN ADDITION, LICENSOR RETAINS THE RIGHT TO PROCEED WITH A LEGAL ACTION AGAINST LICENSEE TO RECOVER ANY AND ALL DAMAGES AND/OR LOSS OF PROFITS SUSTAINED BY LICENSOR BY REASON OF LICENSEE'S DEFAULT OF ANY PROVISION OF THIS SECTION.

E. In addition to the remedies set forth above, in the event that Licensee fails to procure and present the appropriate insurance certificates within the timeframes stated, Licensor shall have the right, but not the obligation, to purchase such insurance as it deems necessary for the Event on Licensee's behalf and at Licensee's expense and shall be entitled to reimbursement for the costs thereof as part of the License Fee due and payable herein.

F. Neither Licensor nor the University, their officers, trustees, employees or agents shall be responsible or liable for any loss or damage for the personal injury or personal property of Licensee or its employees, players, performers or agents in connection with its use of the Arena.

12. Indemnity.

Licensee hereby agrees to indemnify, defend, save and hold harmless Licensor, Global Spectrum LLP, University of Miami, and their trustees, directors, officers and employees from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses and costs of investigation (whether or not litigation occurs) incurred in connection therewith, occasioned with, arising or alleged to arise from, wholly or in part, (i) any breach of this Agreement by Licensee, or (ii) the exercise by Licensee of the privileges herein granted or the provision by Licensor of materials, equipment or services in connection therewith or (iii) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee or any of its agents, owners, officers, directors, members, managers, representatives, employees, servants, (including support personnel in connection with the presentation of the Event), persons assisting Licensee (whether on a paid or voluntary basis) or any person admitted to the Arena by Licensee, or any third party during the Term or any other time while the Arena (or any part thereof) is used by or are under the control of Licensee. The provisions of this Section shall survive any expiration or termination of this Agreement. Nothing herein is intended to serve as a waiver of sovereign immunity by Licensee or any rights or limits to liability existing under Section 768.28, Florida Statutes.

13. Ticket Sales.

~~A. During the Term all admittance into the Arena shall be by ticket only. The Arena will be reserved seating, and all registrants will be registered to a designated seating level based upon available seating after all production seating holds (if applicable) have been determined.~~

~~B. Licensee has no right by virtue of this license to sell or distribute tickets to the Event, it being understood that Licensor retains the sole right to control the means and manner of sale and distribution of tickets. Licensor shall not permit tickets or passes in excess of the seating capacity of the Arena to be sold or distributed. Licensor agrees that any seat with limited or impaired vision shall not be placed on sale unless written approval is received from Licensee and, if permission is granted, such tickets shall be clearly marked accordingly as "OBSTRUCTED."~~

~~C. Licensors shall provide ticketing services for the Event in whatever manner it deems in its sole discretion is appropriate including the use of a separate entity. Licensors shall act as the custodian of all revenue from the sale of tickets sold. Such revenues shall not be released to Licensee until settlement, in accordance with Subsection 6C. Payment of all "inside charges" or similar charges imposed by a separate ticketing agency as to the promoter or venue shall be the sole responsibility of Licensors.~~

~~D. Licensors shall impose a \$0.00 Charge on every purchased ticket for the cost of all parking services at the Center. The collection of such funds shall be deducted from the gross proceeds and shall be payable solely to the Licensors. Licensors shall pay all applicable taxes and associated fees on charges.~~

~~E. Licensors shall impose a \$0.00 University facility surcharge on every purchased ticket which shall be deducted from the gross proceeds and payable solely to the Licensors.~~

~~F. Licensee shall have the right to review the seat allocation for all reporters, critics, reviewers and other working press personnel which have been made by Licensors.~~

~~G. Licensee shall retain up to 200 "Complimentary Tickets" for use at Licensee's discretion without imposition of the aforementioned parking or facility charges (12 D & E). Licensors will impose the aforementioned parking and facility charges on all "Complimentary Tickets" in excess of 200 as previously noted (12 D & E).~~

14. Remedies Upon Breach.

In the event any party fails to perform any of its obligations herein (other than the insurance provisions set forth in Section 10 which is specifically provided for therein), the non-breaching party shall give the breaching party notice in writing of such breach. If the breaching party shall not cure said breach within ten (10) days after receipt of notice if a monetary breach, or within thirty (30) days after receipt of notice if a breach of any other nature, the non-breaching party, at its option, shall have the right to (i) cancel this Agreement by giving five (5) days written notice thereof to the breaching party, (ii) sue the breaching party for legal or equitable relief, and/or (iii) pursue any other remedy allowed herein or by applicable law; provided, however, in the event the non-breaching party may suffer irreparable harm as a result of the breaching party's breach, then it shall not be required to give written notice to the breaching party, or to wait any period of time before pursuing any legal or contractual remedies.

15. Minors: Foreign Nationals.

In the event that any minor or foreign national is scheduled to appear in the Event which is the subject of this Agreement, Licensee shall, in advance of such Event, obtain all necessary Employment Certificates and other permits and authorizations as may be required by any governmental authority.

16. Compliance With Laws.

A. Licensee shall 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 Coral Gables, the University of Miami and their respective agencies, as well as all rules and regulations of Licensor for the use, occupancy and operation of the Arena. If Licensee is controlling any sale or distribution of tickets, Licensee will comply with all federal, state and municipal laws, statutes, ordinances or regulations relating to the payment of taxes or charges on tickets, admissions or reservations, and make returns and pay all such taxes or charges immediately when due. Licensee shall indemnify Licensor against all liability, claim, loss or payment of any kind by reason of Licensee's failure or omission to comply with any such law or regulation and/or to pay all or any taxes or charges assessed.

B. Licensee shall not use or attempt to use any part of the Arena for any use or proposed use which would be contrary to law, common decency or good morals or otherwise improper or detrimental to the reputation of Licensor or the University.

C. Licensee agrees not to discriminate against any employee or any applicant for employment for any reason prohibited by law, and further agrees not to discriminate against any person relative to admission, services or privileges offered to or enjoyed by ticket holders, guests and invitees for any reason prohibited by law.

17. Restrictions On and Further Obligations of Licensee.

A. Licensee agrees not to do any act or suffer any act to be done during the Term of this Agreement which shall mar, deface or injure any part of the Arena; and upon expiration of the Term, Licensee shall deliver up to Licensor the Arena in as good condition and repair as the same be found at the beginning of the Term, excepting usual wear and tear.

B. If Licensee brings into the Arena any additional displays, props, decorations, materials or other personal property, it must fully comply with the Fire Code of the City of Coral Gables, *i.e.*, all wiring on booths or display fixtures must meet the rules and standards of the City of Coral Gables Board of Fire Underwriters and Fire Department. Among other precautions, cloth, paper decorations, pine boughs, leaves, tree branches and all other decorations must be flameproofed. Use of combustible material is forbidden.

(1) Licensee understands that approval from the Fire Marshall's Office and a Permit from the City of Coral Gables must be obtained before bringing into the Arena explosives, gasoline, kerosene, acetylene or other fuel or combustibles. Such a permit shall be submitted for review to Licensor upon receipt and prior to the commencement of the Term.

(2) Licensee understands that the fire fighting equipment in the Arena, such as fire extinguishers and fire hose cabinets and exits, shall not be covered or concealed in any manner whatsoever from public view or access.

C. No gasoline motor driven vehicles will be permitted to enter into the Arena, except at Licensor's discretion.

D. Licensee shall use the Arena in a safe and careful manner.

E. Licensee agrees to furnish Licensor with detailed production and house requirements and/or information for Licensee's use of space(s) no later than four weeks prior to the beginning of the Term.

F. (1) Licensor and its authorized representatives shall have the right at all times to enter upon and have access to the Arena, including those areas to be used for the Event described herein at any time and on any occasion without any restrictions whatsoever.

(2) A duly authorized representative of Licensee shall be in attendance at the Arena when the doors are opened and throughout the Event including scheduled move in and move out times. Licensee shall provide all of its representatives and working personnel to be admitted to any part of the Arena with distinctive, visual identification which shall be approved by Licensor prior to the commencement of the Term.

G. In licensing the use of the Arena 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. The decision of Licensor's representative as to the number of persons that can safely and freely move about in the Arena shall be final. Licensor reserves the right to refuse admission to, eject or cause to be ejected from the premises, any objectionable person, or persons and neither the Licensor nor any of its officers, agents, or employees shall be liable to Licensee for any damages that may be sustained by Licensee through exercise by Licensor of such right.

H. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the Arena shall be kept unobstructed by Licensee and not used for any other purpose other than ingress or egress.

18. Miscellaneous.

A. This Agreement (including any and all exhibits hereto and the User Information Manual (incorporated by reference) reflects the entire agreement between the parties respecting the subject matter hereof and supersedes any and all prior agreements, understandings or commitments, written or oral, between the parties hereto. This Agreement may only be modified or amended by a subsequent written agreement signed by both parties.

B. Notices by Licensor and Licensee to each other shall be deemed received 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 (iv) delivered by a recognized air courier service to the following addresses:

Licensor: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With Copy to: Director, Facility Planning and Real Estate
The School Board of Broward County, Florida
600 Southeast Third Avenue, 8th Floor
Fort Lauderdale, Florida 33301

The School Board of Broward County, Florida
Department of Student Activities
P.O. Box 5408
Fort Lauderdale, Florida 33310
Attn: Michael Roland
Fax: 754-321-1205

Licensor: Global Spectrum, L.P.
1245 Dauer Drive
Coral Gables, Florida 33146
Attn: Lorenzo Muniz
Fax: 305-284-6547

- C. This Agreement may be transferred or assigned by Licensee provided the assignee agrees, in writing, to be bound by all of the provisions hereof and only with the written consent of Licensor.
- D. 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. (1) If any event occurs whereby Licensor's performance hereunder is materially hampered, whether before or during the Term, as a result (wholly or in part) of any cause outside of Licensor's control including but not limited to destruction or damage to the Arena or unfitness of the Arena for occupancy as a result of fire or other Act of God, riot, labor strike, national or local emergency, calamity or other cause not entirely within Licensor's control (each a "Licensor Force Majeure"), Licensor's performance under this Agreement shall be suspended for the period of the Licensor Force Majeure, and Licensor shall return to Licensee any advance payment or deposit made to Licensor for the affected period without any further liability or obligation on the part of Licensor.
- (2) If any event occurs whereby Licensee's performance hereunder is materially hampered, whether before or during the Term, as a result (wholly or in part) of any cause outside Licensee's control and which it could not by reasonable diligence have avoided (each a "Licensee Force Majeure"), then, without limiting Licensor's rights as a result of the occurrence of the Licensee Force Majeure, Licensor shall have the option, without liability, to suspend the engagement for the Event for the duration of such Licensee Force Majeure, by giving Licensor written notice thereof.
- (3) Upon removal or cessation of the Licensor Force Majeure or Licensee Force Majeure, as applicable, the parties' respective rights and obligations hereunder shall be reinstated for the Event for the remainder of the Term at Licensor's option.
- F. *This Agreement is entered into in the State of Florida and in the event of any controversy or litigation, shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its principles of conflicts of laws.*
- G. 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 with respect to any subsequent breach or default, whether similar or dissimilar nature, unless expressly so stated in writing.
- H. 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.
- I. Any headings preceding the text of the several sections, paragraphs or subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
- J. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.
- K. Licensee represents and warrants to Licensor that it has the full right, power and authority to enter into and perform this Agreement.

L. Public Records. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy and duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

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

Licensors:

**GLOBAL SPECTRUM, L.P.,
FOR BANKUNITED CENTER AT THE UNIVERSITY
OF MIAMI**

By: _____

Name: Lorenzo Muniz

Title: General Manager

Licensee:

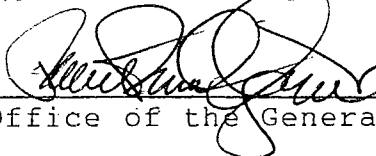
**THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA**

By: _____

Name: Patricia Good

Title: Chair

Approved as to form and legal content:


01/30/14
Office of the General Counsel

By: _____

Name: Robert W. Runcie

Title: Superintendent of Schools

EXHIBIT A

The Base License Fee specifically **INCLUDES** the following:

Facility Rental
Front House Staff (Ushers, Ticket Takers, Guest Services)
Peer Security
Operations Labor (including stage set up/tear down/chair set up/ tear down)
Cleaning
Staging/Barricade
Ticket Printing and Box Office Fee (sellers)
Medical Services Personnel (Guest only)
All equipment owned and operated by the BankUnited Center.

The Base License Fee specifically **EXCLUDES** the following:

Stage and Rigging Labor (If necessary)
Sound and Video Rental (If necessary)
Phone/Fax/and Data lines (if required)
Catering
Insurance
Pyro-Technical Permit and/or Fire Marshall Services (Fire Watch)
Promoter requested additions
Box office credit card charges

Any additional equipment not owned or operated by BankUnited Center at the University of Miami

OPTIONS FOR ADDITIONAL SERVICES

Licensors will provide the following services for the additional fee set forth herein: