

**LICENSE AGREEMENT
SILVERSTEIN EYE CENTERS ARENA**

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into this 12th day of October, 2017, by and between **GLOBAL SPECTRUM, L.P.**, a Delaware limited partnership, as agent on behalf of Independence Events Center Management Corporation (hereinafter "Licensor"), and Raytown School District, a [TYPE OF ENTITY] organized under the laws of the State of Missouri (hereinafter "Licensee").

WITNESSETH:

WHEREAS, Licensor is operator of a multi-sports and entertainment facility in the City of Independence, MO known as the Silverstein Eye Centers Arena; and

WHEREAS, Licensor 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 Silverstein Eye Centers Arena and its facilities from Licensor, and Licensor desires to license the use thereof to Licensee, for the purpose of holding **Raytown and Raytown South High School Graduations** (the "Event"), all subject to the terms and conditions set forth below.

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

1. Grant Of License; Licensed Premises. Licensor hereby grants to Licensee license to use, and Licensor shall make available to Licensee, that portion of the Silverstein Eye Centers Arena and its facilities 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, lavatories, and the parking areas in or about the Arena, and such other areas or parts of the Arena as may be necessary for the presentation of the Event, all upon the terms and conditions set forth herein. The License granted hereby does not extend to or include non-public areas in and around the Arena, unless otherwise specifically designated by Licensor. Licensee hereby agrees to, and shall, use the Arena to hold and present the Event as contemplated by this Agreement.

2. Term.

A. Term of Use. Unless this Agreement is earlier terminated pursuant to the provisions hereof, the Event shall commence on the following date(s) and at the following time(s):

	Function	Date	Time	Access
Events Center	Move in	May 19, 2018	8:00 am	8:00 am
	Ceremony-Raytown	May 19, 2018	4:30 pm	
	Ceremony-South	May 19, 2018	8:00 pm	
	Exit complete	May 19, 2018	11:59 pm	

The periods of use described above in this Subsection 2.A are referred to collectively in this Agreement as the "Term." If the Event (or any session thereof) shall run beyond 11:59 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 event overtime rental charges as set forth in Exhibit A and any additional expenses incurred by Licensor, including but not limited to payments to union labor, event staff, police, fireguard and EMT's, if applicable.

B. Doors Open. Licensor agrees to open the Arena to the public at least one (1) hour before the Event (or each session thereof).

3. Duties of Licensee. In connection with the presentation of the Event, Licensee shall, at Licensee's cost, provide (or cause to be provided) and/or procure the following:

A. Performers and Staffing; Equipment and Other Items.

(1) All participants and staff required for the proper presentation of the Event, including but not limited to athletes, artists, performers, actors, artist's stage crew, drivers, licensee representatives, 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, backstage 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, including but not limited to sound systems, video systems, theatrical lighting, generators, backline equipment, forklifts, aerial lifts, decorations, furniture, playing surfaces (other than surfaces currently owned by Licensor), exhibition/booth equipment, and electrical equipment based on Event requirements.

B. Licenses and Permits. In accordance with Section 9 below, all licenses and permits, including ASCAP, BMI, SESAC and similar performance licenses, required for the use of copyrighted or licensed music in connection with the presentation of the Event, and otherwise required in connection with the use of the Arena for the Event, all of which shall be procured by Licensee prior to commencement of the Term and presented to Licensor upon request;

C. Promotion. The advertising, promotion and publicity campaign necessary and desirable to promote the Event. Licensor shall not have any responsibility whatsoever

for the advertising campaign unless otherwise agreed to by the parties in writing;

D. Licensor Tickets. Complimentary tickets for each session of the Event, in accordance with Subsection 8.C. below; and

E. Event Delivery and Move-Out Coordination. Coordination of any and all deliveries for the Event (or each session thereof) and timely move-out following the Event.

4. Duties of Licensor. In connection with the presentation of the Event, Licensor shall provide (or cause to be provided) the following. Unless otherwise expressly indicated, Licensor's cost of providing the below items and services shall constitute a reimbursable expense, payable by Licensee in addition to the Base License Fee (as defined in Subsection 6.A below):

A. Arena Premises. 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. Utilities. Electricity and other utilities (as currently available in facility) for lighting, heating, air conditioning and other services used in conjunction with the Event and the set-up and removal related thereto. Licensee agrees to utilize licensor's approved vendor for these services at the current published rates;

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

D. Support Personnel. All necessary support services as determined by licensor, 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, maintenance personnel, switchboard operator, guest services attendants, ticket takers and box office services for the day or evening of each session of the Event;

E. Additional Requested Items and Services. Additional items, personnel and services, other than those set forth above, which Licensee requests to be provided in connection with the Event and which Licensor is reasonably able to provide as more fully described in Exhibit A, which, if provided, shall be at the cost of Licensee as a reimbursable expense in addition to the Base License Fee. All such requested services and items shall be subject to the approval of Licensor. Licensor is under no obligation to provide such services and items and Licensor's inability to provide such services shall not constitute a breach of this Agreement;

F. Parking. Licensor will supply to Licensee, at no charge, sufficient parking

spaces for patron event parking and for the load-in and load-out vehicles for the Event, including space for trucks, busses and other ancillary Event-related vehicles as mutually agreed.

5. Event Marketing and Sponsorships.

A. Marketing Campaign.

(1) Licensee, at its expense, shall provide the necessary personnel to, and shall use its reasonable best efforts to, market and promote the Event.

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

(3) Licensee shall make mention of the name "Silverstein Eye Centers Arena" as the site of the Event in connection with any advertising or promotion thereof. All promotional materials shall contain the standard "Silverstein Eye Centers Arena" logo positioned full width across the bottom.

(4) If Licensee seeks the assistance of Licensor with respect to group sales for the Event, Licensee shall pay Licensor a ten percent (10.0%) commission for all group sales tickets sold by Licensor's Group Sales Department, plus approved expenses. Said commission shall be calculated upon the gross ticket price less applicable sales or amusement taxes.

(5) Licensee acknowledges and agrees that, notwithstanding any marketing or other related assistance which may be provided to Licensee by Licensor (although Licensor is not obligated to provide same), Licensor has made no and disclaims any purported or actual representation or warranty as to the results or success which can be expected from the Event, including without limitation, ticket sales or the profitability of the Event, and thus Licensee acknowledges and agrees that Licensor shall in no way be responsible for the actual results from or success of the Event.

B. Advertising and Sponsorships.

(1) Without the prior written approval of Licensor, which approval may be withheld in Licensor's sole discretion, Licensee shall not permit any commercial banner, signage, advertisement, promotion announcement, or inflatables to be posted, made or displayed outside or inside the Arena. Licensee will not permit the sale or distribution of helium balloons or other inflatable items, bumper stickers or any other items with adhesive surfaces at, in or near the Arena.

- (2) Subject to the provisions of Subsection 5B (1) above, Licensee shall have the right to sell sponsorship for the Event. All revenues generated from the sale by Licensee of such sponsorship shall be retained by Licensee, provided that all such sales shall be subject to the prior written approval of Licensor.
- (3) Licensor hereby retains the right to sell sponsorships for the Event (in addition to Licensee), for which Licensor shall receive a commission of twenty percent (20.0%) on gross sales revenues from such sales. All remaining revenues shall be paid to Licensee at the time of settlement in accordance with the Subsection 6.C. Licensor shall advise any prospective sponsor of the Event that final approval of the sponsorship is left to the sole discretion of Licensee. Licensee reserves the right for whatever reason to withhold approval for any such prospective sponsor for the Event.

6. Compensation.

A. License Fee. In consideration of the license granted hereby and Licensor's agreement to provide the items set forth in Paragraph 4 hereof, Licensee shall pay Licensor the Base License Fee as set forth on Exhibit A, plus all applicable reimbursable expenses as listed in Subsections 4B through 4E, and any and all other costs and expenses arising hereunder which are due and payable by Licensor and herein agreed to by Licensee (collectively, the "License Fee").

B. Non-Refundable Deposit. A non-refundable deposit in the amount set forth on Exhibit A is required and payable to Licensor on the date(s) set forth on Exhibit A. Such deposit shall be credited to the Base License Fee at settlement. Licensee shall not be entitled to the payment of any interest whatsoever on the deposit paid to Licensor. If at any time after April 20, 2018, and prior to the Event, Licensor determines that the deposit paid by Licensee under this paragraph is less than the amount of the Base License Fee, Licensor may demand that Licensee pay an additional deposit up to the amount (when added to the deposit) to equal the amount of the Base License Fee, in which case Licensee shall pay to Licensor such additional deposit within five (5) days of such demand (and Licensee's failure to do so shall constitute a material breach hereunder).

C. Settlement. Upon conclusion of the Event (or each session of the Event, if applicable), Licensor and Licensee shall conduct a settlement respecting all items of income and expense which are the subject of this Agreement. At such settlement, Licensor and Licensee shall account to the other for all items of income and expense which are the subject of this Agreement, and make payment to the other (if applicable) of any and all sums due to the other in accordance with this Section 6. In the case of a multi-session Event, in addition to settlement following each session of the Event, a final settlement shall be made by the parties within seven (7) business days following the expiration of the Term. Any amounts due and payable to Licensor which are not paid within 24 hours after the conclusion of an Event shall accrue interest from the date due until paid at the highest rate allowed by the laws of the

State of Missouri.

D. Licensor Reserved Revenues. Licensee acknowledges that use of all Suites and other Premium Seating areas in the Arena are not hereby licensed or provided by Licensor to Licensee 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. No Set-Off. Licensee shall pay Licensor the License Fee and any and all additional amounts due hereunder without abatement, deduction or set-off.

7. Concessions; Merchandising; Programs.

A. Concessions Reserved to Licensor. Licensor specifically reserves to itself, and to its assigned or designated concessionaires and agents, the right to sell, and retain proceeds from the sale of, food, refreshments and beverages, parking privileges, novelties, and all other concessions at the Event (except as otherwise provided in Subsection 7B 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 obtaining Licensor's prior written approval.

B. Souvenir and Merchandise Concessions. With respect to souvenir and merchandise concessions, including programs, Licensor, or persons designated by it, shall sell such merchandise, at mutually agreed-upon prices, and all proceeds from the sale thereof, after deduction of applicable taxes and city licenses and inspections charges, shall be divided between Licensor and Licensee as set forth in Exhibit A. Prior to the commencement of the Term, Licensee shall deliver, or cause to be delivered, all souvenirs and 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. Contents of any programs Licensee wished to provide for sale at the Event shall be subject to Licensor's reasonable approval.

8. Ticket Sales.

A. Generally.

(1) 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. Licensee acknowledges the exclusive nature of the contract between Licensor and its ticket sales company for the sale and distribution of all tickets for events at the Arena, including without limitation, the Event.

(2) Licensors shall not permit tickets or passes in excess of the seating capacity of the Arena to be sold or distributed. Licensors agree 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."

(3) During the Term hereof, all admittance into the Arena shall be by ticket only. The Arena will be reserved seating, unless otherwise agreed by Licensors in writing, 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. The form and content of the tickets shall be in accordance with any and all Licensors rules and regulations.

(4) 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.

(5) No interruption or malfunction of the computerized ticket system or the ticketing company's services shall be deemed a breach of this Agreement by Licensors or render Licensors liable for damages or entitle Licensee to be relieved of any obligations under the terms of this Agreement; provided, however, Licensors agree that it shall in good faith exercise all remedies available to Licensors to enforce the terms of its agreement with the ticketing company in the event of a breach thereof by the ticketing company which negatively affects Licensee's ability to offer for sale tickets to the Event, and shall coordinate with Licensee to take appropriate remedial action in the event of any interruption or malfunction of the computerized ticket system or the ticketing company's services, if any, which negatively affects Licensee's ability to offer for sale tickets to the Event.

(6) All tickets sold for the Event, regardless of source, shall include a facility ticket fee (the "**Facility Ticket Fee**") as set forth in Exhibit A. Licensee may elect to include the Facility Ticket Fee in the face value of the ticket or as a surcharge to the ticket purchaser. Facility fee will be included in the advertised ticket price. Licensee agrees that any revenue derived from this fee shall be for the sole account of Licensors.

(7) All tickets sold for the Event, regardless of source, shall include a capital improvement fee (the "**Capital Improvement Fee**") as set forth in Exhibit A. Licensee may elect to include the Capital Improvement Fee in the face value of the ticket or as a surcharge to the ticket purchaser. Facility fee will be included in the advertised ticket price. Licensee agrees that any revenue derived from this fee shall be for the sole account of Licensors.

(8) No tickets will be sold via consignment by licensee or licensee agents unless authorized by Licensors.

B. Box Office Services.

(1) Licensor shall provide box office services to Licensee at the Arena box office location for the Event.

(2) Licensee shall reimburse Licensor for the costs of any and all bank or merchant fees on tickets to the Event sold at the Arena box office and paid for by credit card, charge card or debit card ("Box Office Fee") as set forth in Exhibit A.

C. Complimentary Tickets. Licensee agrees to provide Licensor, at no cost or expense to Licensor, with fifty (50) complimentary tickets for each session of the Event, with locations of seats to be in the highest priced category available for sale to the general public, and, at seated events, Licensor's tickets shall consist of multiples of four (4) contiguous seats.

D. Application of Receipts and Licensor's Privilege to Withhold Funds. Licensor shall act as the custodian of all box office receipts, and Licensor or its concessionaire shall act as the custodian of all receipts from concessions. All such receipts (net of taxes) may be applied by Licensor towards the payment of the License Fee and as otherwise necessary to discharge Licensee's obligations to Licensor hereunder, including, without limitation, any claims or damages for which Licensee may be liable to Licensor under Section 13 or otherwise. Licensee hereby grants Licensor a first lien upon and security interest all such receipts to secure Licensee's obligations to Licensor hereunder and hereby waives all of its rights to any box office and concessions receipts that are necessary to pay to Licensor the sums due to Licensor pursuant to this Agreement.

E. Sales Tax. Current sales tax, as set forth in Exhibit A, shall be included in the ticket price and remitted by Licensor to the applicable taxing authority unless otherwise mutually agreed upon.

F. Non-Resident Entertainer's Tax. Licensee shall be responsible for payment of the Missouri Non-Resident Entertainer's Tax (if applicable) to Licensor as set forth in Exhibit A. Upon receipt of such funds, Licensor will remit such payment to the State of Missouri on behalf of Licensee unless otherwise mutually agreed.

9. Permits and Licenses.

A. Governmental Permits. Licensee shall secure in advance, prior to commencement of the Term, all licenses, permits and approvals that may be required in connection with the use of the Arena for the Event, including, without limitation, those required by ordinances, rules, regulations of governmental authorities. 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.

B. Music Performance Licenses. Licensee shall procure, in advance, all licenses required by any music performance societies, such as ASCAP, BMI and SESAC, for music or other works to be utilized or displayed in connection with the Event. Licensee agrees to make direct payment and accounting to ASCAP, BMI, SESAC and any other similar organizations for the use of musicians and/or musical works in the Event and at the request of Licensor to furnish proof of payment.

C. Performer Releases. Licensee shall not use the name, likeness or image of any player, performer or other attraction in connection with the Event or the advertising thereof unless Licensee shall have entered into a license or similar agreement with such party respecting such rights.

10. Broadcasting and Recording. Subject to Licensor's prior written approval to the extent of Licensor's rights therein, and subject further to any third parties with which Licensee contracts to transmit or broadcast the Event securing in advance and maintaining insurance acceptable to Licensor, Licensee may film, videotape, broadcast or transmit the Event in any and all media from the Arena (the "Media Rights"), but excluding the use of the image of the Arena, the Arena's name or logo or Licensor's name or logo, unless expressly approved by Licensor in writing. Licensee shall be solely responsible for all costs and expenses related to the use or exercise of the Media Rights. Licensee shall cause all entities with which Licensee contracts to broadcast the Event to arrange with Licensor in advance of the Term the terms and conditions (which must be satisfactory to Licensor in its sole discretion) under which such entities may have access to, and the use made by such parties of, the Arena.

11. Insurance.

A. CGL & CAL Coverage.

(1) Licensee shall obtain, at its own cost and expense, commercial general liability insurance in the name of Licensee that names Licensor as a named insured, and which insures all operations of Licensee (including the operations of Licensee contemplated by this Agreement), and Licensee's contractual undertaking of the liability of another and Licensee's assumption of liability, as set forth in this Agreement. Such insurance shall be written with a limit of at least Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury, property damage and personal injury. Licensee shall cause such insurance to be endorsed with an endorsement that the insurance issued to Licensee shall be primary to and not contributory with any insurance coverage or self-insured program of Licensor or any of the other additional named insureds listed below, and that such insurance shall be excess to any insurance issued to Licensee. Licensee shall also cause the required policy of insurance to include name and date of Event and Global Spectrum, the Independence Events Center Management Corporation and the City of Independence as an additional named insured. Insurance effected or procured by Licensee hereunder will not reduce or limit Licensee's

contractual obligation to indemnify and defend Global Spectrum, the Independence Events Center Management Corporation or the City of Independence pursuant to Section 12 hereof.

(2) Licensee shall also maintain, at its own 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 amount of One Million Dollars (\$1,000,000.00) per accident, combined single limit for personal injury and property damage.

B. Workers' Compensation Coverage. Licensee shall also maintain, at its own cost and expense, workers' compensation insurance in respect of all employees, players, performers and any borrowed, leased or other person to whom such compensation may be payable by Licensee.

C. Certificates of Insurance. Licensee, by no later than the date set forth on Exhibit A, shall provide to Licensor evidence of the insurance required pursuant to Subsections 11.A. and 11.B. above. 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. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Missouri or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

D. Failure to Obtain Insurance. Licensor shall also have the right to prohibit Licensee or any subcontractor of Licensee from entering the Arena until such certificates or other evidence that insurance has been obtained in complete compliance with this Agreement is received by Licensor. Licensee's failure to maintain the insurance required herein may, at the sole discretion of Licensor, result in termination of this Agreement. 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 THE RIGHT TO PROCEED WITH A LEGAL ACTION AGAINST LICENSEE TO RECOVER ANY AND ALL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) SUSTAINED BY LICENSOR BY REASON OF LICENSEE'S DEFAULT HEREUNDER.

E. Coverage by Licensor. In the event that Licensee fails to procure and present the aforesaid insurance, Licensor shall have the right, but not the obligation, to do so 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 hereunder.

12. Indemnity; Release of Liability.

A. Indemnification. Licensee hereby agrees to indemnify, defend, save and hold harmless Global Spectrum, the Independence Events Center Management Corporation, the

City of Independence, and any other present or future lender providing financing to the City of Independence in connection with the construction or operation of the Arena, and their respective successors and assigns, and each of their respective partners, agents, officers, directors, employees and representatives (collectively, "Indemnitees") from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses ("Claims or Costs"), occasioned in connection 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 (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, contractors, exhibitors, employees, servants, players, guests, or invitees, participants or artists appearing in the Event (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, during the Term or any other time while the Arena (or any part thereof) is used by or are under the control of Licensee. It is further the intent of this Agreement that this indemnity provision shall apply to any claims made by employees of Licensee against Licensor, and this Agreement is deemed a written agreement for indemnity under the Missouri Workers' Compensation laws. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Licensee will not be required to indemnify Indemnitees for claims, damages, expenses, costs, fees (including legal fees), charges, losses and liabilities arising out of or relating to Indemnitees' intentional or negligent acts, including the acts of any security personnel Licensee is required by and through Indemnitees to provide at the Event under the terms of this Agreement. Licensee will not be required to indemnify indemnitees for claims, damages, expenses, costs, fees (including legal fees), charges, losses and liabilities arising out of or relating to Indemnitees' intentional or negligent acts, including the acts of any security personnel Licensee is required by and through Indemnitees to provide at the Event under the terms of this Agreement.

B. Condition of Licensed Premises. Except as expressly set forth herein, 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 Arena, or any portion thereof, as built, for any aspect of the use Licensee expects or intends to make of the Arena. Accordingly, Licensee acknowledges and agrees that it has made an adequate investigation and inspection of the Arena and has made its own determination regarding the suitability of the Arena for Licensee's proposed use and is satisfied with the condition, fitness and order thereof. Licensee further agrees that the Arena 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. Licensee hereby waives any claims against Licensor and the Indemnitees for defects in the Arena, including latent defects. Commencement of the use of the Arena by Licensee shall be conclusive that the Arena was in good repair and satisfactory condition, fitness and order when such use commenced.

C. Risk of Loss. None of Licensor or any of its officers, partners, employees or

agents shall be responsible or liable for any loss or damage to the personal property of Licensee or its employees, players, performers or agents in connection with Licensee's use of the Arena hereunder. Licensee acknowledges and agrees that all of its property or property of others in the Arena shall be used and/or stored in the Arena at the sole risk of Licensee, and Licensee hereby waives and releases Licensor and the Indemnitees from any and all Claims or Costs related thereto to the fullest extent permitted by law.

13. Default; Remedies Upon Breach.

A. Default by Licensee. The following events shall constitute a "Default" by Licensee under this Agreement:

- (1) breach by Licensee of any material representation, warranty, covenant, condition or obligation set forth in this Agreement and not otherwise specifically addressed in subsections 13.A(2) through 13.A(8) below, which breach is not cured within ten (10) days following written notice to Licensee of such breach, provided that in the event Licensor may suffer irreparable harm as a result of Licensee's breach, it shall not be required to give notice or wait any period of time before pursuing any remedies hereunder or under applicable law;
- (2) material violation of the Arena's rules and regulations;
- (3) any misrepresentation by Licensee to Licensor regarding the subject matter of the Event or materials used in connection with the Event;
- (4) partial or total abandonment by Licensee of the Arena, or failure of Licensee to use the Arena on a performance day as contemplated herein;
- (5) failure of Licensee to obtain the insurance or any license or permit required hereunder;
- (6) the return of any Licensee check for insufficient funds;
- (7) cessation by Licensee of its business as a going concern, or the insolvency or bankruptcy of Licensee or the initiation of any bankruptcy or other insolvency proceedings by or against Licensee, or the appointment of a receiver or trustee for Licensee or Licensee's property; or
- (8) any attempt by Licensee to assign this Agreement in violation of Subsection 19.C. below.

In the event of a Default by Licensee, Licensor may terminate this Agreement upon written notice to Licensee, and all monies held hereunder may be applied by Licensor for the payment of the License Fee, sales or amusement taxes, or other charges due and payable to Licensor at the date of the Default. Licensor may, after the occurrence of an event

of Default, enter and remove all persons from the Arena and all or any property therefrom, and sell such property as a set off against monies owed to Licensor hereunder. In the event of a breach or threatened breach by Licensee of any of its agreements or obligations hereunder, Licensor shall have the right of injunction and the right to invoke any other remedy allowed at law or in equity. Licensor's rights and remedies set forth in the paragraph in connection with a Licensee Default shall be cumulative, and shall be non-exclusive of all other right and remedies under this Agreement, at law or in equity, including without limitation the right to recover all damages suffered by Licensor.

B. Default by Licensor. In the event that Licensor fails to perform or observe any of the covenants, conditions or obligations in this Agreement, Licensee shall provide Licensor with written notice specifying the failure with particularity, and Licensor shall have at least ten (10) business days from its receipt of such written notice to cure such failure. If such failure is not cured within such ten (10) business day period, Licensee's sole and exclusive remedy shall be to seek an action for actual, special, incidental, and/or consequential damages (but not punitive, or exemplary damages or lost profits) together with reasonable attorney's fees and court costs.

14. Compliance With Laws and Arena Rules.

A. Legal Compliance. 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 Missouri, the City of Independence, 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 file returns and pay all such taxes or charges immediately when due.

B. Morals Clause. 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.

C. Non-Discrimination. 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 the general public for any reason prohibited by law.

15. Use of Premises.

A. Return of Premises. 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. 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.

B. No Combustibles. If Licensee brings into the Arena any displays, props, decorations, materials or other personal property, it must fully comply with the Fire Code of the City of Independence, *i.e.*, all wiring on booths or display fixtures must meet the rules and standards of the City of Independence Board of Fire Underwriters and Fire Department. Among other precautions, cloth, paper decorations, pine boughs, leaves, tree branches and all other decorations must be flame proofed. Use of combustible material is forbidden.

(1) Licensee understands that approval from the Fire Marshall's Office and a Permit from the Department of Licenses and Inspections 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 firefighting equipment in the buildings, 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. Hazardous Substances. Licensee, its employees and agents, and any exhibitors, patrons, invitees or other participants in the Events covered by this Agreement are prohibited from allowing any hazardous substance to be brought into the Arena or surrounding property. If any governmental authority or other third party demands that a cleanup plan be prepared and that a cleanup be undertaken because of any release of hazardous substances that occurs as a result of Licensee's use of the Arena or entry on the surrounding property, Licensee shall, at Licensee's expense, prepare and submit the required plan and all related bonds and other financial assurances, and Licensee shall carry out all such cleanup plans. Licensee agrees to indemnify Licensor, Independence Event Center Management Corporation and the City of Independence and their respective members, officers, directors, agents and employees against any claims, costs and expenses of any kind, whether direct or indirect, incurred voluntarily or pursuant to any state or federal law, statute, regulation or order, for the cleanup, extraction, detoxification or neutralization of any release of any hazardous substance associated with or arising from the Licensee's use of the Arena or entry onto the surrounding property. Licensee's obligations under this paragraph survive termination or expiration of this Agreement.

D. No Vehicles or Live Animals. No gasoline motor driven vehicles will be permitted to enter into the building, and no live animals will be permitted to enter or remain in the Arena (other than a "Service Animal" as required to be permitted entrance under the ADA (as such term is defined below)), except at Licensor's discretion.

E. Duty of Care. Licensee shall use the Arena in a safe and careful manner.

F. Licensors Access.

(1) Licensors and its authorized representatives shall have the right at all times to enter upon and have access to the Arena.

(2) A duly authorized representative of Licensee shall be in attendance at the Arena when the doors are opened and throughout the Event scheduled hereunder. 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 Licensors prior to the commencement of the Term.

G. Licensors Control. In licensing the use of the Arena to Licensee, it is understood that Licensors does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. The decision of Licensors's representative as to the number of persons that can safely and freely move about in the Arena shall be final.

H. Entrances, Etc. 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.

I. Disorderly Persons. Licensors reserves the right at all times to control any and all employees, agents and contractors of Licensee, and Licensee hereby appoints Licensors, or any servant, employee or agent of Licensors, Licensee's agent to refuse admission to or to cause to be removed from the Arena any disorderly or undesirable person, including Licensee's employees, agents and contractors, as determined by Licensors in its sole discretion, and in the event of the exercise of such authority, Licensee hereby waives any and all claims for damages against Licensors and the Indemnitees on account thereof. If the Event is cancelled by Licensors, in its sole discretion, as a result of the disorderly conduct of the artist, participant, performer or other person appearing at the Event, or for any of such party's refusal to perform (except in cases where the immediate safety of such parties is concerned), Licensee shall be in breach of this Agreement. **Licensee shall be solely responsible to Licensors for the (i) conduct and activities of artists, participants, performers or exhibitors participating in the Event which, for purposes of this Agreement, shall be deemed to be the conduct and activities of Licensee, and (ii) for any and all Claims or Costs arising as a result of any such conduct or activity or refusal to perform (except in cases where the immediate safety of such parties is concerned).**

J. No Solicitations. No collections, solicitations, raffles or lotteries, whether for charity or otherwise, shall be made, attempted, authorized, conducted or announced, as applicable, by Licensee at or around the Arena without the prior written consent of Licensors, which consent Licensors may withhold in its sole discretion.

K. Concurrent Events. Licensee acknowledges and agrees that the Arena is part

of the Silverstein Eye Centers Arena which consists of multiple venues, including Centerpoint Community Ice Rink, and that Licensor has the right to conduct concurrent events at any or all of such venues during the Term.

L. **Safety Precautions.** Licensee acknowledges and agrees that Licensor shall have the power to extinguish all utilities and order the evacuation of all or any portion of the Arena, or cause to be removed therefrom any person or group of persons, any materials, equipment or other items if, in its sole judgment, danger is imminent or dangerous circumstances have already occurred and such action is necessary to secure the safety and welfare of persons or property. **In such event, Licensee hereby waives and releases Licensor and the Indemnitees from any and all Claims or Costs related thereto, irrespective of whether such Claims or Costs arise out of the negligence (whether ordinary or gross) of Licensor or the Indemnitees.**

M. With respect to any Event at the Facility, Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended, and all similar applicable state and local laws (collectively, the "ADA"). Licensee represents that it has viewed or otherwise apprised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas, and other conditions of the Facility as adequate for Licensee's responsibilities under the ADA. Insofar as Licensee modifies, rearranges or sets up in the Facility in order to accommodate Licensee's usage, Licensee shall be responsible for ensuring that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration. Licensee shall be responsible for any violations with ADA arise from Licensee's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event are in compliance with the ADA.

16. **Arena Marketing.** Licensee shall cause each performer or artist appearing at the Event (each referred to herein as a "Performer") to grant to Licensor and the Arena, and their respective successors and assigns (collectively, "Arena Marketing Entities") the worldwide, perpetual, and irrevocable right and permission to use or appropriate the Performer's name, likeness, signature, photograph, voice, performing persona, or other "indicia of identity" for the purpose of (i) providing information about events at the Arena, (ii) to advertise and promote the performance of Performer at the Arena, and to sell, solicit or promote the purchase of tickets for such performance or any merchandise, goods, or services associated with such performance, and (iii) general promotion of the Arena Marketing Entities, such as in providing information about past, as well as future, performances at the Arena. No graduate or student of Licensee who attends the Event shall be regarded as a Performer for purposes of this paragraph.

17. **Loss of Use of Arena; Force Majeure.**

A. Casualty Loss or Force Majeure Affecting the Arena or Licensor. Should the Arena or any material part thereof be destroyed or damaged by fire or by any other cause, or if any Event of Force Majeure (defined below) shall render the fulfillment of this Agreement by Licensor impracticable, this Agreement shall cease and terminate and Licensor shall not be liable or responsible to Licensee for any damage or loss caused thereby. In such event, and provided that such casualty loss of Event of Force Majeure was not caused by an act or omission of Licensee or its employees, agents, representatives or affiliated parties, Licensor shall return the Deposit to Licensee, less any out-of-pocket costs incurred by Licensor in connection with the Event (for which Licensee shall remain liable). **Licensee hereby waives and releases Licensor and the Indemnitees from any and all Claims or Costs on account of such termination provided that such casualty loss of Event of Force Majeure was not caused by an act or omission of Licensor or its employees, agents, representatives or affiliate parties, in which case Licensor shall waive any out-of-pocket costs incurred by Licensor in connection with the Event and shall reimburse any out-of-pocket costs incurred by Licensee in connection with the Event.**

B. Force Majeure Affecting Licensee. Should Licensee be unable to take possession of the Licensed Premises or present the Event due to an Event of Force Majeure, without limiting the terms of Section 17.A above, 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 with the exception of any portion of the Deposit already been paid by Licensee as of the date of the Event of Force Majeure, which is nonrefundable.

C. Definition of Event of Force Majeure. The term "Event of Force Majeure" shall mean any and all acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental or quasi-governmental entities, wars or warlike action (whether actual, impending, or expected and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, riots, vandalism, terrorism, epidemics, lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, breakage or accidents to equipment or machinery, 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 covenant, agreement or other 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).

18. Miscellaneous.

A. Entire Agreement. This Agreement (including Exhibit A attached

hereto, which is incorporated herein and made an integral part of this Agreement) 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. No representation, inducements or agreements, oral or otherwise, between the parties not contained, expressly incorporated or embodied herein shall be of any force and affect. In the event of a conflict between the terms of this Agreement and the terms set forth in any exhibits, the terms of this Agreement shall govern. This Agreement may only be modified or amended by a subsequent written agreement signed by both parties hereto. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT NO OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE, OR SALES PERSON OF EITHER PARTY HERETO OR OF THE OWNER OF THE FACILITY, OR ANY THIRD PARTY, HAS THE AUTHORITY TO MAKE, HAS MADE, OR WILL BE DEEMED TO HAVE MADE, ANY REPRESENTATION, WARRANTY, COVENANT, AGREEMENT, GUARANTEE, OR PROMISE WITH RESPECT TO THE FINANCIAL SUCCESS OR PERFORMANCE, AND/OR OTHER SUCCESS, OF THE EVENT. THE LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT ANY ASSESSMENT OF THE FINANCIAL SUCCESS OR PERFORMANCE, AND/OR OTHER SUCCESS, OF THE EVENT IS SOLELY THAT OF THE LICENSEE'S OWN DETERMINATION AND JUDGMENT.**

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 (iv) delivered by duly recognized air courier service to the following addresses:

Licensee: Raytown School District
6608 Raytown Road
Raytown, MO 64133
Kathy Thompson
816-268-7013

Licensor: Silverstein Eye Centers Arena
c/o Global Spectrum, LP
19100 E. Valley View Parkway
Independence, MO 64055
Attn: Todd Mitchell, General Manager
Fax: (816) 442-6139

C. Assignment. This Agreement shall not be assigned nor shall Licensee's right to use the Arena be sublicensed by Licensee without the prior written consent of Licensor in each instance, which may be withheld in Licensor's sole discretion. Any attempt by Licensee to assign this Agreement or sublicense its right to use the Arena without the prior written consent of Licensor shall be null and void and shall constitute a Default by Licensee under this Agreement. In the event that Licensor permits such an assignment or sublicense, Licensee shall cause the assignee or sub licensee to enter into an agreement, acceptable to Licensor, whereby such assignee or sub licensee agrees to abide by all the terms, obligations and conditions of this Agreement. The term "assignment" or "sublicense" as used in this Agreement shall include any and all transfers of Licensee's interest in this Agreement, whether voluntary or involuntary. Licensor may assign this Agreement at any time to any party including, without limitation, any successor owner or operator of the Arena.

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. Further, no agent, servant or employee of Licensee or any of its subcontractors shall under any circumstances be deemed an agent, servant or employee of Licensor.

E. Attorneys' Fees/Interest. If either party brings any legal action or other proceeding to interpret or enforce the terms of this Agreement, then the other party shall be entitled to recover attorneys' fees and any other costs incurred, in addition to any other relief to which it is entitled. Any amounts delinquent more than thirty (30) days shall accrue interest at the rate of twenty percent (20%) per annum compounded monthly or such lesser rate as is permitted by law. If either party brings any legal action or other proceeding against the other party for any reason, whether arising from a dispute under this agreement or otherwise, and that party does not prevail in the legal action or proceeding, then the party against whom the legal action or other proceeding was brought shall be entitled to recover reasonable attorneys' fee and any other costs incurred in the defense of the legal action or proceeding, in addition to any other relief to which it is entitled.

F. Governing Law and Choice of Forum. This Agreement is entered into in the State of Missouri and, in the event of any controversy or litigation, shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its principles of conflicts of laws. Any action arising out of or in connection with this Agreement or the conduct, acts or activities of the parties hereunder shall be brought in the federal or state courts located in Jackson County and the parties hereby submit to the exclusive jurisdiction of those courts and consent to venue in those courts for any such actions or proceedings.

G. 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 similar or dissimilar nature, unless

expressly so stated in writing.

H. 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.

I. Headings. 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. No Third Party Beneficiaries. Any agreement to pay an amount and any assumption of liability herein contained, expressed or implied, shall be only for the benefit of the undersigned parties and their respective successors and permitted assigns (as herein expressly permitted), and such agreements and assumptions shall not inure to the benefit of the obligee or any other party whomsoever (except for the Indemnitees), it being the intention of the undersigned that (except with respect to the Indemnitees), no other party shall be or be deemed to be a third party beneficiary of this Agreement.

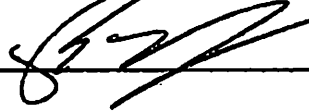
K. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.

L. Power and Authority. Licensee represents and warrants to Licensor that it has the full right, power and authority to enter into and perform this Agreement, and that the person whose signature appears below is duly authorized to execute and deliver this Agreement on behalf of Licensee.

M. 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 Agreement ("CWA") with the IRS and a withholding agent, and Licensor has been provided with a copy of the CWA prior to the Event

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


Licensee:
Raytown School District

By:  _____

Name: Dr. Brian Huff
Title: Assistant Superintendent of Secondary

Education

Licensors:
GLOBAL SPECTRUM, LP
As Agent

By:  _____

Name: Todd Mitchell
Title: General Manager

EXHIBIT A
TO LICENSE AGREEMENT

1. The Base License Fee pursuant to Section 6.A of the Agreement is a flat fee of twenty thousand three hundred (\$20,300) dollars per open day, and two thousand (\$2,000) dollars per move in/out day. Such Base License Fee includes those services and personnel set forth in Section 4.A of the Agreement. For the sake of clarity, the Base License Fee includes staging/tables/chairs as available in existing Arena inventory; items exceeding Arena's existing inventory, if provided, will be at an additional expense to Licensee.

The above stated Base License Fee is predicated on a "Standard" sixteen hour event (i.e., 8:00 am – 11:59 p.m.) with doors opening one (1) hour prior to scheduled Event start (i.e., 1:30pm). An Overtime License Fee of \$500.00 per hour shall be charged for Event length in excess of these times. This Overtime License Fee is in addition to the Event staffing and other charges resulting from the additional hours of the Event.

2. Reimbursable expenses pursuant to Section 4.B through Section 4.E of the Agreement (which are due and payable by Licensee to Licensor in addition to the Base License Fee) include (but are not limited to) the following: utility hook ups, janitorial services, ushers, doormen, emergency medical technicians (for patrons only), security guards and supervisors (including overnight security), change-over and set-up crew, maintenance personnel, telephone operator, guest services attendants, ticket takers and box office services, sound equipment, lighting equipment, video equipment, generators, power distribution equipment, stagehand labor, truck loaders, forklift rentals, aerial lift rental, catering, runners, ground transportation, dressing room equipment, furniture rental, pipe and drape rental, towels, interpreters for sign language or second language, fees payable to athletic commissions, broadcast equipment, phone equipment, additional internet requirements (other than what is currently provided at venue), copiers/fax machine rental, additional tables/chairs and other equipment deemed necessary for production of the Event.

3. Licensor will be responsible for expenses pursuant to Section 4.D of the License Agreement (for ushers, doormen, EMT, security, ticket takers, guest services, and fire and police personnel) up to three thousand five hundred dollars (\$3,500). Any charges in excess of three thousand five hundred dollars (\$3,500) will be a reimbursable expense by Licensee to Licensor.

4. Souvenir and Merchandise Concessions pursuant to Section 7.B of the Agreement is not applicable.

5. The Box Office Fee pursuant to Section 8.B (2) of the Agreement for Credit Card charges is not applicable.

6. The Facility Fee charge per ticket pursuant to Section 8.A.6 of the Agreement is not applicable.

7. The Capital Reserve Fee charge per ticket pursuant to Section 8.A.7 of the agreement is

not applicable.

8. Sales Tax as pursuant to Section 8.E of the Agreement is not applicable.

9. Non-Resident Entertainer's tax as pursuant to Section 8.F is not applicable.

10. The Non-Refundable Deposit(s) specified in Section 6.B of the Agreement are due in the amount(s) and on the dates set forth below.

Deposit Amount

Six Thousand Five Hundred (\$6,500) dollars

Balance of rent

Balance of any additional expenses

Due Date

upon execution of agreement

April 19, 2018

upon settlement

11. The Certificate of Insurance required to be provided by Licensee under the Agreement must be provided no later than April 19, 2018, and must include Event Name, Event Date and all additional insured parties set forth in Section 11.A of the Agreement.

12. Licensee's FEIN/SSN number is: 12495239