

The
Mahaffey Theater®

USE LICENSE AGREEMENT

BY AND BETWEEN

BIG 3 ENTERTAINMENT, LLC AND

Pinellas County Adult (GED) Graduation
August 22, 2013

400 First Street South . St. Petersburg, FL 33701
727-892-5798 (Fax) 727-892-5798

USE LICENSE AGREEMENT

THIS USE LICENSE AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is dated as of the 23rd day of October, 2013 by and between Big 3 Entertainment, LLC, a Florida limited liability company, with an address at 6090 Central Avenue, St. Petersburg, FL 33707 ("Big3"), and the School Board of Pinellas County, Florida, whose current address is 301 4th Street SW, Largo, FL 33779 and whose contact is Laura Sargent who can be reached at 727-588-6321.

BACKGROUND

Big3 is the manager of a facility commonly known as **DUKE ENERGY CENTER FOR THE ARTS - MAHAFFEY THEATER** (the "Facility"), located at 400 1ST Street South, which is owned by the City of St. Petersburg (the "Owner"), pursuant to a Management Agreement between the Owner and Big3 dated September 1st, 2011, as the same may be amended in the future as provided therein (the "Big3 Management Agreement"). Licensee desires to use all or a portion of the Facility, as set forth below, for the purposes stated herein. Accordingly, Big3 desires to grant to Licensee, and Licensee hereby accepts from Big3, a license to use certain areas of the Facility in accordance with the terms and conditions set forth herein.

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

1. Use of the Facility.

(a) Big3 hereby grants Licensee, upon terms and conditions hereinafter expressed, a license to use those areas of the Facility described in Exhibit A attached hereto (the "Authorized Areas"), including all improvements, furniture, fixtures, easements, rights of ingress and egress, and appurtenances thereto, during the dates and times set forth in Exhibit A (each such date and time, an "Event"). It is expressly understood by the parties hereto that the Facility shall be vacated by Licensee and all persons participating in or attending an Event hereunder on or prior to the end-time of the last Event listed on Exhibit A hereto (the "Expiration Time") and, as such, Licensee shall arrange to have all Events and activities related thereto cease within a reasonable time prior to the Expiration Time to allow ample time for the Facility to be completely vacated on or prior to the Expiration Time.

(b) In the event Licensee desires to use the Authorized Areas or any other portion of the Facility at any time other than during the dates and times delineated on Exhibit A, Licensee shall request from Big3 prior written permission to use such areas of the Facility. In the event such permission is granted, Licensee shall pay as additional rent an amount equal to the sum of Big3's actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested, and a fee in an amount determined by Big3 to represent a fair value for use of such additional areas of the Facility during such date(s) and time(s).

(c) Licensee acknowledges that, in connection with Big3's management and operation of the Facility, Big3 utilizes the services of certain third-party independent contractors (the "Third-Party Contractors"). Licensee hereby agrees that Big3 and the Owner shall not be responsible in any way for the acts and/or omissions of any one or all of the Third-Party Contractors.

2. Purpose.

(a) The Facility is to be used solely for the purpose of the **Pinellas County Adult Education Graduation**. Licensee shall not use the Facility, or permit the Facility to be used by any of its officers, directors, agents, employees, subcontractors, licensees, or invitees, for any other purpose or in any manner so as to violate any

Laws (as defined below), this Agreement or any other agreements or injure persons or property in, on, or near the Facility.

(b) Licensee shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") related to Licensee's use of the Facility. Without limiting the generality of the foregoing, Licensee shall be solely liable for any and all Losses occurring at the Facility (whether within or without an Authorized Area) caused to Big3, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by

(i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the Facility,

(ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees,

(iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, whether or not such acts, errors, omissions or misconduct is/are claimed to be either solely that of Licensee, its officers, directors, agents, employees, subcontractors, licensees or invitees, or to be in conjunction with the acts, errors, omissions or misconduct of others, including that of any of the Indemnitees (as defined below),

(iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, including, without limitation, the provisions of Section 14(m) hereof (relating to intellectual property matters), Section 15 hereof (relating to the Civil Rights Act), and Section 16 hereof (relating to the Americans with Disabilities Act), and

(v) any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to an Event.

(c) Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with Big3's General Rules and Regulations, including fire and safety rules as required by Big3 and/or local fire regulations, as such may exist from time to time. Licensee agrees that it will not allow any officer, agent, employee, licensee or invitee at, in or about the Facility who shall, upon reasonable grounds, be objected to by Big3 and such person's right to use the Facility may be revoked immediately by Big3.

3. Condition of Facility.

(a) Licensee acknowledges that Licensee has inspected the Facility, and that Licensee is satisfied with and has accepted the Facility in its present condition. Without limiting the foregoing, the Licensee acknowledges that the Facility has recently been renovated by the Owner, that such renovations are as of the date hereof not (and may as of the date of the Event not be) fully completed and that Licensee shall assume all responsibility for such condition of the Facility.

(b) Big3 shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that (i) the failure by Big3 to accomplish the foregoing, said failure resulting from circumstances beyond the control of Big3, shall not be considered a breach of this Agreement by Big3, and (ii) any damages to the Facility and its appurtenances caused by Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees shall be paid for by Licensee at the actual or estimated cost of repair, as elected by Big3.

(c) Licensee shall not make any alterations or improvements to the Facility without the prior written consent of Big3. Any alterations or improvements of whatever nature made or placed by Licensee to or on the Facility, except movable trade fixtures, shall, at the option of Big3, (i) be removed by Licensee, at Licensee's expense, immediately upon the conclusion of the Event, or (ii) become the property of Big3. Big3 may, at its election, accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will

indemnify, defend, and hold harmless Big3 and Owner for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. Big3 and Owner assume no responsibility whatsoever for any property placed in the Facility. Notwithstanding anything to the contrary set forth herein, Licensee shall be solely responsible and liable for any and all losses arising out of any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to an Event.

4. Term of License. The license granted in Section 1 above will be effective as of the date and time set forth on Exhibit A and will continue in effect, unless earlier terminated as set forth in Section 12, until the date and time set forth on Exhibit A.

5. License Fee (Rent), Merchandising Fee, Broadcast Fee, and Reimbursable Service Expenses and Complimentary Tickets. In consideration of the grant of the license in Section 1 above, Licensee shall pay to Big3 a License Fee (Rent), merchandising fee, broadcast fee, and shall reimburse Big3 for certain service expenditures, all as calculated in accordance with the provisions set forth below and in accordance with generally accepted accounting principles, consistently applied:

(a) License Fee (Rent). Licensee shall pay a License Fee (Rent) of Two thousand nine hundred dollars & no/100 (\$2,900.00.)

(i) Furthermore, the Licensee shall pay for additional service expenses.

(b) Merchandising Fee. N/A

(c) Broadcast Fee. N/A

(d) Reimbursable Service Expenses.

(i) Big3 shall provide, as required for each Event, the following services (collectively, the "Services"), the expenditures for which are reimbursable by Licensee to Big3 ("Reimbursable Service Expenses"): stagehands, ticket takers, box office services, ticket seller labor, ushers, supervisors, and receptionists; medical services for Event attendees, which services may include ambulances, doctors, nurses, operations, supervisors, and/or paramedics; food and beverage services; security personnel; utilities, including electricity, gas, lighting, water, heating, ventilating, air conditioning, hot and cold water facilities, and waste removal services; electricians and mechanical plant staff; custodial services; audio services; and special facilities, equipment and materials, or extra services furnished by Big3 at the request of Licensee.

(ii) Big3 shall determine the level of staffing for such Services at each Event after consultation with, and input from, Licensee. Licensee acknowledges and understands that many of the Services are contracted services, the costs of which are subject to change. Licensee shall reimburse Big3 for actual costs incurred by Big3 in connection with the Services as provided in Section 6 below.

(iii) N/A (Ticketmaster).

(e) Complimentary Tickets. N/A

(f) Sponsorship Rights During Events. N/A

(g) Advertising. N/A

6. Payment Terms.

(a) License Fee (Rent), Merchandising Fee, and Broadcast Fee. The License Fee (Rent), Merchandising Fee, and Broadcast Fee set forth in Sections 5(a), (b), and (c) of this Agreement shall be paid by Licensee as provided in Exhibit B attached hereto.

(b) Reimbursable Service Expenses. Herein is provided an expense report estimate (“Expense Report Estimate”), setting forth Big3’s estimate of all expenses which Big3 will incur in connection with the Services. Upon the conclusion of an Event, Big3 shall deliver to Licensee an expense report setting forth the expenses actually incurred by Big3 for the Services (“Actual Expense Report”). In the event the amount reflected in the Actual Expense Report exceeds the amount reflected in the Expense Report Estimate, Licensee shall promptly pay to Big3 the amount of the excess. In the event the amount reflected in the Expense Report Estimate exceeds the amount reflected in the Actual Expense Report, Big3 will promptly pay to Licensee the amount of such excess. Notwithstanding anything to the contrary set forth in this Agreement, Big3’s failure to deliver either the Expense Report Estimate or the Actual Expense Report shall not excuse Licensee’s obligation to pay any amounts due hereunder.

(c) Late Charges. If Licensee fails to pay any amounts when due under this Agreement, Licensee shall pay to Big3 a late charge of 1.5% per month on the unpaid balance.

(d) Security for Payment. In order to ensure the payment to Big3 of the License Fee (Rent), Merchandising Fee, Broadcast Fee, the Reimbursable Service Expenses, and any other amounts as may accrue from time to time under this Agreement, the Licensee shall deliver into the custody of Big3 on or before close of business by December 16th, 2013 with the signed contract a certified check payable to Mahaffey Theater as a non-refundable, non-transferable deposit in the amount of Two thousand nine hundred dollars & no/100 (\$2,900.00). Should Licensee fail to pay the License Fee (Rent), Merchandising Fee, Broadcast Fee, the Reimbursable Service Expenses, or any other amounts due to Big3 in accordance with the terms of this Agreement, then Big3 may apply the proceeds of said check, performance bond, letter of credit, ticket sales escrow, or other security in settlement thereof. The remedy provided under this Section 6(d) shall be non-exclusive and shall be in addition to any other remedy available to Big3 in this Agreement or in law or equity.

(e) Insufficient Funds. If insufficient funds are recorded at least fourteen (14) days prior to the Event, Licensee must provide Big3 with a certified check to cover the balance of the Reimbursable Service Expenses at that time or the Event is subject to cancellation.

7. Revenues and Costs. Big3 shall retain one hundred percent (100%) of all revenues generated in connection with the sale of food and beverages at the Facility. In addition to payment of the Reimbursable Service Expenses above, Licensee shall bear all expenses incurred by Licensee in connection with the holding of an Event at the Facility, including, but not limited to, all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of an Event.

- (a) N/A (Ticketing)
- (b) N/A (Ticketing)
- (c) N/A (Ticketing)
- (d) N/A (Ticketing)

8. Records, Reports, and Audits.

- (a) Records. N/A
- (b) Reports. N/A
- (c) Audits. N/A

9. Taxes. Big3 and Owner shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to any Event or any revenue received by, or payments made to, Licensee in respect of any Event, except as otherwise provided by law. Licensee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, License Fee (Rent)s, liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by Licensee.

10. Insurance.

(a) N/A

(i) N/A

(ii) N/A

(iii) N/A

(b) N/A

(i) N/A

(ii) N/A

(iii) Licensee hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence (or in the aggregate), shall in no way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee's indemnification obligations under Section 11 below.

(iv) N/A

(c) The terms of all insurance policies referred to in this Section 10 shall preclude subrogation claims against Big3 and Owner and their respective officers, directors, employees, agents, elected and appointed officials and volunteers.

(d) N/A

11. Liability.

(a) Licensee shall be responsible for losses arising out of or relating to Licensee's negligence in the performance of the agreement.

12. Default, Termination and Other Remedies.

(a) Default by Licensee. Licensee shall be in default under this Agreement if any of the following occur:

(i) Licensee fails (A) to pay any amount due hereunder (including, without limitation, the Licensee Fee or the Reimbursable Service Expenses) when the same are required to be paid hereunder or (B) to provide the security required under Section 6(d) hereof by the date when due.

(ii) Licensee or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant, or condition contained in this Agreement and Licensee fails to commence a cure thereof within five (5) business days after Licensee has been served with written notice of such default; provided, however, if the breach by Licensee or any of its officers, directors, employees, or agents of such other term, covenant, or condition is such that it threatens the health, welfare, or safety of any person or property, then Big3 may, in its discretion, require that such breach be cured in less than five (5) business days or immediately. Notwithstanding the cure period provided above, Licensee must cure all defaults prior to the first Event. Licensee's failure to cure all defaults prior to the first Event is grounds for immediate termination of this Agreement by Big3. Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible.

(iii) Licensee makes a general assignment for the benefit of creditors.

(b) Default by Big3. Big3 shall be in default under this Agreement if Big3 fails to perform or fulfill any term, covenant, or condition contained in this Agreement and Big3 fails to commence a cure thereof within five (5) business days after Big3 has been served with written notice of such default.

(c) Termination by Reason of Default. Upon a default pursuant to Section 12(a) or (b) hereof, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate the license granted in Section 1 hereof and the obligations of the parties with respect thereto. In addition to the foregoing, if Licensee fails to comply with any of the provisions of this Agreement, Big3 may, in its sole discretion, delay and/or withhold payment and/or settlement of all accounts and funds related to monies collected or received by Big3 for the benefit of Licensee hereunder until Licensee complies in full with this Agreement.

(c) Termination by Reason of Labor Dispute. In addition to the remedies provided elsewhere in this Agreement, Big3 shall have the right to terminate this Agreement in the event that a dispute occurs between Licensee and its employees or between Licensee and any union or group of employees by reason of the union affiliation or lack of union affiliation of persons employed by Licensee or any one with whom Licensee contracts.

(d) Injunctive Relief. In addition to any other remedy available at law, equity, or otherwise, Big3 shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by Licensee upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.

(e) Unique Qualities. The parties agree and acknowledge that the Licensee is a unique entity and, therefore, the rights and benefits that will accrue to Big3 by reason of this Agreement are unique and that Big3 may not be adequately compensated in money damages for Licensee's failure to comply with the material obligations of Licensee under this Agreement and that therefore Big3, at its option, shall have the right to pursue any remedy available at law, equity, or otherwise, including the recovery of money damages and/or the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that Licensee violates its obligation to hold an Event at the Facility, or to provide evidence of fulfillment of its obligations under Section 14(m) of this Agreement.

13. Representations and Warranties. Each party hereby represents and warrants to the other party, and agrees as follows:

(a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;

(b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement; and

(c) No litigation or pending or threatened claims of litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

14. Covenants. Licensee hereby covenants as follows:

(a) Licensee shall not occupy or use the Facility except as provided in this Agreement.

(b) Licensee shall comply with all legal requirements (including but not limited to permit requirements) which arise in respect of the Facility and the use and occupation thereof.

(c) Licensee shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.

(d) Licensee shall not advertise, paint, post, or exhibit, nor allow to be advertised, painted, posted, or exhibited, signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility except upon written permission of Big3.

(e) Licensee shall not broadcast by television or radio any Event scheduled to be presented in the Facility under the terms of this Agreement without the prior written approval of Big3. If approval is granted by Big3, then all monies received from such broadcast will be considered as broadcast revenues for the purpose of determining the Broadcast Fee due to Big3.

(f) Licensee shall not cause or permit beer, wine, or liquors of any kind to be sold, given away, or used upon the Facility except upon prior written permission of Big3.

(g) Licensee shall not operate any equipment or materials belonging to Big3 without the prior written approval of Big3.

(h) Licensee, its officers, directors, employees, agents, members, or other representatives shall not "scalp" tickets for an Event. Licensee and its representatives shall provide assistance to Big3 in its efforts to control and prevent such ticket "scalping".

(i) Licensee shall not block any exit or obstruct any portion of any passageway or exit in any manner whatsoever, and Licensee shall not lock, block or bolt any exit door or any exit while the Facility is in use. Moreover, Licensee shall maintain all designated exit ways in such manner as to be visible at all times.

(j) If the Licensee Fee includes a percentage of revenue generated from an Event, then no collections, whether for charity or otherwise, shall be made, attempted, or announced at the Facility, without first having made a written request and received the prior written consent of Big3. If such donations or collections are permitted by Big3 in lieu of an admission ticket, then all such monies received from such collections or donations will be considered as ticket revenues for the purpose of determining the License Fee (Rent) due to Big3.

(k) Licensee shall abide by and conform to all rules and regulations adopted or prescribed by Big3.

(l) Licensee shall not encumber, hypothecate, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of Big3.

(m) With respect to any Event at the Facility, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by Licensee under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third party owners of such Works, and Licensee agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish, display or reproduce any such Works. Licensee specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC, Copyright Clearance Center and other similar agencies. Licensee agrees hereby to obtain and maintain evidence of such reports and any necessary payments, including evidence of compliance with the requirements of this paragraph. Licensee further agrees hereby to provide to Big3 any such compliance evidence as may be requested by Big3 in advance of any such Event. Licensee agrees that the obtaining and maintaining of such evidence by Licensee is a material condition of this Agreement. Licensee agrees to indemnify, defend, protect and hold harmless Big3 and all other Indemnitees (as defined in this Agreement) of and from any and all manner of Losses arising in any way from the use by Licensee of proprietary intellectual property of third parties (whether or not a lawsuit is commenced) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication, display or performance by Licensee, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcasts, or on-line service providers, satellite or cable, and all other publication, display or performance means whatsoever, whether now known or developed after the date of this Agreement.

(n) Licensee shall not engage in the sale and/or distribution of food and/or beverages at the Facility, except upon the prior written permission of Big3.

(o) Licensee shall use the Facility's logo (the "Facility Logo") in all advertising controlled by or done on behalf of Licensee relating to an Event, including, but not limited to, television, internet, newspaper, magazine, and outdoor advertising. Licensee's right to use the Facility Logo shall be limited to the specific, express purpose set forth in the foregoing sentence and/or as otherwise authorized by Big3 in writing prior to the use thereof. In connection with Licensee's use of the Facility Logo as permitted in this Section 14(o), Licensee shall use only the form of the Facility Logo as provided by Big3 to Licensee in any artwork or other depiction thereof.

(p) Licensee shall not conduct any pyrotechnics displays without Big3's prior written approval, all proper permits and all necessary city permits and approvals.

15. Civil Rights Act. During the performance of this Agreement, Licensee shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights.

16. Americans With Disabilities Act. 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. 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 insofar as Licensee modifies, rearranges or sets up in the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for any violations of the ADA, including, without limitation, those that 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.

17. Use of Information. Licensee hereby acknowledges and agrees that Big3 shall have the right to disclose to recognized industry sources that track event activity information relating to any Event, including, without limitation, the identity of performers or other participants of the Event, attendance figures, and gross ticket revenue for the Event.

18. Construction of this Agreement

(a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of the State of Florida, without giving effect to the conflict of law principles thereof.

(b) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

(c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the representations, warranties, covenants, agreements, terms, provisions, and conditions relating to the rights and obligations of Big3 and Licensee with respect to the Facility and the Event. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the 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 or any third party has the authority 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.

(d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

(e) Time. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.

(f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of Big3, and to such successors and assigns of Licensee as are permitted to succeed to the Licensee's right upon and subject to the terms hereof.

(g) Independent Contractor; No Partnership. Big3 and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, Big3 or Licensee a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

(h) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

19. Miscellaneous.

(a) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

(b) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of Big3. If Big3 ceases to be the manager of the Facility prior to the Event, this Agreement shall be assigned to the Owner or the subsequent manager of the Facility, as directed by the Owner. If this Agreement is assigned to the Owner, the obligations of the Owner as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential city services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the Owner shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligations of the Owner pursuant to this Agreement. In the event of such assignment to the Owner or subsequent manager of the Facility, Big3 shall have no further liability to Licensee hereunder for the performance of any obligations or duties arising after the date of such assignment.

(c) Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended, (ii) upon delivery by an overnight courier service that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, or (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to Big3: Big 3 Entertainment, LLC
c/o Duke Energy Center for the Arts - Mahaffey Theater
400 1st Street South
St. Petersburg, FL 33701
Attention: General Manager

with a copy to: Big 3 Entertainment, LLC
6090 Central Avenue
St. Petersburg, FL 33707
Attention: CFO

If to Licensee: The School Board of Pinellas County, Florida
301 4th Street SW
Largo, FL 33779

(d) Non-Exclusive Use. Big3 shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space.

(e) Force Majeure. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of Big3, including, without limitation, acts of God, fires, floods, hurricanes, epidemics, quarantine restrictions, war, terrorist acts, strikes, labor disputes, failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, Big3 and Owner are hereby released by Licensee from any damage so caused thereby.

(f) Acts and Omissions of Third Parties. Big3 and Owner shall not be liable in any way for any acts and/or omissions of any third party employed or utilized by Big3, including, without limitation, any ticket agency used by Big3 in connection with the sale of tickets for any Event.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first written above.

Big 3 Entertainment, LLC
c/o Duke Energy Center for the Arts – Mahaffey Theater
400 1st Street South
St. Petersburg, FL 33701

Joseph Santiago
General Manager

The School Board of Pinellas County, Florida
301 4th Street SW
Largo, FL 33779

Superintendent

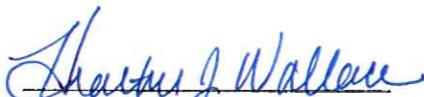

Office of General Counsel

EXHIBIT A TO USE LICENSE AGREEMENT

<u>Authorized Area</u>	<u>Day</u>	<u>Date</u>	<u>Time of Use</u>	<u>Purpose</u>
Theater/Ballroom	Thursday	August 21, 2014	4:30 pm	Staff Arrives
			5:00 pm	Graduates Arrive
			6:00 pm	House doors open
			6:30 pm	VIPs enter BS
			7:00 pm	Graduation Begins
			8:00 pm	Event Ends

EXHIBIT B TO USE LICENSE AGREEMENT
Duke Energy Center for the Arts -- Mahaffey Theater

1. **Reimbursable Service Expenses.** To the extent provided in this Agreement facilities, equipment, materials, and services will be furnished by Big3 for the Event. The estimated expense of \$6,262.00 are due as provided in Section 6 of this Agreement, including without limitation Section 6(e) of this Agreement (which provides for the cancellation of the Event for the failure to pay the Reimbursable Service Expenses as provided therein).

2. **License Fee (Rent).** Licensee shall pay a License Fee (Rent) (the "License Fee (Rent)") equal to \$2,900.00.

(a) **Two thousand nine hundred dollars & no/100 (\$2,900.00)**

3. **Payment Schedule of License Fee (Rent), Merchandising Fee, and Broadcast Fee.**

(a) **License Fee (Rent):** The License Fee (Rent) set forth in Section 5(a) (TERMS of AGREEMENT) above shall be paid in accordance with the following schedule:

<u>Payable</u>		<u>Payment Due Date</u>
\$2,900.00	Non-refundable, Non-transferable Deposit	With contract no later than December 16 th , 2013
\$3,362.00	Final payment for Reimbursable Service Expenses	August 7 th , 2014



The
Mahaffey Theater®

EXHIBIT B - ESTIMATED EVENT EXPENSES

Today's Date: October 23, 2013
 Event: Pinellas County Adult (GED) Graduation
 Venue: Main Stage/Grand Ballroom
 Event Day(s)/Date(s): Thursday, August 21, 2014 from 4:30 - 8:00 pm

License Fee (rent)		Event Services	
Main Stage	\$2,300.00	Ushers/Leads (\$12.00 x 2 x 5 hours)	\$120.00
Ballroom	\$600.00	Volunteer Ushers	\$100.00
		Front of House Mgr. (\$16 x 1 x 7 hrs)	\$112.00
		Building Maintenance (\$18 x 1 x 8 hrs)	\$144.00
		Back Door Guard (\$12 x 1 x 6 hrs)	\$72.00
		Stage Door Guard (\$12 x 1 x 6 hrs)	\$72.00
		Fire Watch (\$11. x 1 x 5 hrs)	\$55.00
Lighting	\$300.00	IATSE	\$1,100.00
In house & Spotlight		Medical Staff (\$21 x 2 x 5 hours)	\$210.00
Spotlight Rental		Fire Marshall (\$46 x 1 x 5 hours)	\$230.00
Audio	\$150.00	Event Janitorial (\$15 x 5 x 7 hours)	\$525.00
Sound System/Speakers/RTS/Wireless Mics			
		Box Office	
		Box Office Ticketing (\$300-\$500)	free tickets
		Box Office Cashiers (\$200 per show)	n/a
		Box Office Tickets @ \$.10 ea.	n/a
		Credit Card Charges @ 3.5%	n/a
		Facility Fee - \$2.50 per attendee	n/a
		Insurance	\$122.00
		Subtotal Column Two	\$2,862.00
		Subtotal Column One	\$3,350.00
		TAX EXEMPT YES	
		Occupancy/Fire Permit (\$50)	\$50.00
Subtotal Column One	\$3,350.00	GRAND TOTAL OF ESTIMATED EVENT EXPENSES	\$6,262.00

NOTE: ABOVE EXPENSES ARE ESTIMATES ONLY. ACTUAL EXPENSES MAY VARY.