

RESOLUTION NO. 14-152

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A COMMITMENT TO RAISE AND/OR ALLOCATE AND PAY TO MISS UNIVERSE LP, LLP AN AMOUNT NOT TO EXCEED \$2.5 MILLION TO SERVE AS HOST CITY FOR THE 2014 MISS UNIVERSE PAGEANT PURSUANT TO THE LETTER OF INTENT AND/OR HOST AGREEMENT, IN SUBSTANTIALLY THE FORM PROVIDED, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY; PROVIDING FOR CONDITIONS TO APPROVAL; AUTHORIZING MANAGER TO FINALIZE AND EXECUTE LETTER OF INTENT AND/OR HOST AGREEMENT, UPON APPROVAL AS TO FORM AND LEGAL SUFFICIENCY, PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Miss Universe LP, LLP (“Ms. Universe”) is a world renown organization known for owning and hosting an annual international beauty pageant (the “Pageant”) that celebrates the dynamism of women across the globe, all of whom are working towards a better tomorrow through professional, personal, and humanitarian efforts; and

WHEREAS, Ms. Universe desires to host its 2014 Pageant in January of 2015 in the City of Doral (the “City”) and the greater Miami area, with the City serving as the principal host location and the Trump National Golf Resort in Doral (the “Resort”) serving as the main venue for activities related to the Pageant; and

WHEREAS, the Pageant generates several weeks of local competitive, promotional, media, and community events, culminating in the internationally-televised, live final competition, all of which generate substantial worldwide media exposure for the City valued in the tens of millions of dollars, increased economic activity in the City

caused by heightened tourism, productions expenditures, and new jobs, and investment in the community; and

WHEREAS, as the principal venue for the Pageant, the Resort will have the opportunity to feature its recent and still on-going hospitality and golf improvements, valued at over \$250 million, which have dramatically increased the taxable value of the property, produced hundreds of thousands of dollars in permitting and other fees to the City, generated a positive direct and indirect economic impact to the local economy through the creation of construction and non-construction jobs and purchase of a variety of goods and services, and expanded the opportunities to attract tourism and events to the City; and

WHEREAS, the City desires to serve as host for the Pageant, pursuant to the terms of the attached letter of intent and host agreement, so as to elevate the prominence of the community as a world-class destination to work, live, and play, to showcase the City's features and assets, such as, without limitation, its Downtown, parks, large employers and economic sectors, and community culture, and to spur further direct and indirect economic activity; and

WHEREAS, as host City, the City would be able to promote the community by lodging contestants and media at the Resort, by hosting a variety of ancillary events, such as, without limitation, welcome receptions, fashion and other shows, and community service and charity functions; and

WHEREAS, the Mayor and the City Council find that serving as host city and making the commitment to the funds that serve as payment for the Pageant's location fee (the "Location Fee"), pursuant to the letter of intent and host agreement ("Pageant

Agreement Documents”), in substantially the forms attached hereto as Composite Exhibit “A” and subject to approval by the City Attorney as to form and legal sufficiency, is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval; Conditions. A commitment to raise and/or allocate and pay to Miss Universe LP, LLP an amount not to exceed \$2.5 million as the Location Fee in order to serve as the host city for the 2014 Miss Universe Pageant, pursuant to Pageant Agreement Documents in substantially the forms attached hereto as Composite Exhibit “A”, subject to approval by the City Attorney as to form and legal sufficiency, is hereby approved pursuant to the following conditions:

- a. The City shall receive a credit of Fifteen percent (15%) of all funds generated from the governments of Miami-Dade County, the State of Florida, and the United States and/or any agencies and/or non-governmental entities related thereto, which shall work to offset and reduce the Location Fee payment due and payable from the City to Ms. Universe in the corresponding amount;
- b. The City shall pay the foregoing Location Fee, as adjusted by any offsets and reductions, according to the following schedule: (i) \$500,000.00 within fifteen (15) days of execution of the Pageant Agreement Documents; (ii) \$1,000,000.00 by December 1, 2014; and (iii) the balance by February 1, 2015;

- c. Ms. Universe shall give a local preference to businesses, contractors, and any providers in the City of Doral, when purchasing goods and services during the execution of the Pageant;
- d. Agreements established with other municipalities, if any, shall be subservient to the rights, privileges, and interests of the City of Doral as established by the Pageant Agreement Documents.

Section 3. Authorization. The City Manager is hereby authorized: to execute the Pageant Agreement Documents and such other related documents as necessary to effectuate the purpose of this Resolution, upon approval as to form and legal sufficiency by the City Attorney; to facilitate the raising of funds to be applied to the payment of the location fee; and to expend City funds as payment of any balance of the Location Fee that may be due and payable.

Section 4. Implementation. The City Manager, the City Attorney, and City Clerk are hereby authorized to take such other action as may be necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Councilwoman Ruiz who moved its adoption. The motion was seconded by Councilwoman Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	No
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	Absent
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 12th day of September, 2014.




LUIGI BORIA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE SOLE USE OF
THE CITY OF DORAL.



WEISS, SEROTA, HELFMAN, PASTORIZA
COLE AND BONISKE, PL
CITY ATTORNEY

PRINCIPAL HOSTING AGREEMENT – 2014 MISS UNIVERSE
as of September 11, 2014

Following sets forth the agreement (the “Agreement”) between Miss Universe L.P., LLLP (“Producer”) and the City of Doral (“Host”), in connection with the 2014 Miss Universe Pageant (the “Pageant”) and the prime-time television special currently entitled “MISS UNIVERSE 2014” (the “Program”) intended to be initially telecast on the NBC Television Network (the “Network”) as set forth herein below.

1. The Term

This Agreement shall become effective on the date first above written and shall expire upon completion of each party’s obligations, currently anticipated to be on or about January 18, 2015, unless terminated earlier pursuant to the terms hereof or as otherwise agreed (the “Term”).

2. Host Benefits:

Host shall receive the following:

(a) The Integration: Host’s “CITY OF DORAL” brand will be included within the Program as it is initially aired on the Network as follows:

(i) Producer will promote the CITY OF DORAL properties (referred to herein as “CITY OF DORAL”) (including hotels, restaurants, nightclubs, retail stores and other amenities located within such properties) within the Program, subject to Producer’s discretion and in keeping with Producer’s past practices and subject to the approval of the Network. In this regard, Producer shall provide Host a total of no less than three minutes (3:00) of direct and indirect air time, which air time shall include, in part, the attractions that make the selected Host locations special, as recommended by Host and as approved by Producer and the Network. Such exposure shall be dispersed throughout the Program and may be included in, but not limited to, pre-taped segments to be produced by Producer, at Producer’s expense (which may be handled separately or intertwined within the Program, at Producer’s discretion), audio mentions with the Program or a reasonable number of roll-ins and roll-outs referring to the Pageant. . For purposes of this Agreement and in keeping with past practices, “direct air time” shall include, by way of example, pre-taped segments and vignettes of, and audio mentions for CITY OF DORAL locations and attractions and “indirect air time” shall include, by way of example, incidental visual and/or audio-visual identification of CITY OF DORAL locations and attractions.

- (ii) The inclusion of Host's brand within the Program as described in this subparagraph (a) shall be referred to herein as the "Integration." Without limiting the foregoing, Host hereby acknowledges and agrees that Producer and the Network shall have creative approval and control with respect to the Integration. Host shall identify and provide Producer access to Host's personnel and resources in connection with the creation of the Integration, as may be reasonably required by Producer and at no cost to Producer.
 - (iii) Notwithstanding anything herein to the contrary, Host may not sell any of its Integration to any third parties (including other cities/governments within Florida) absent prior written consent of Producer.
- (b) **Media Coverage:** Wherever appropriate in connection with media coverage, Producer shall use commercially reasonable efforts consistent with its business requirements to refer to CITY OF DORAL as the host of the Pageant. Producer also shall use commercially reasonable efforts to cause the Network and Donald J. Trump (both of whom are not completely within Producer's control) to make reasonable references to CITY OF DORAL in television and internet promotions developed by them in connection with the Pageant telecast and in their advertisements, if any, for the Pageant telecast.
- (c) **Titleholder Personal Appearance:** The services of the reigning Miss Universe 2013 or Miss USA 2014 titleholder for at least two (2) personal appearances in total (to consist of one [1] appearance day and up to two [2] travel days per appearance) for a press conference and/or media tour promoting CITY OF DORAL as the location of the Pageant. Such personal appearances shall be subject to the titleholders' availability and scheduling considerations, including prior professional and personal commitments. Host acknowledges that it will be responsible for all costs associated with such appearances, including, without limitation, first-class air transportation, first-class ground transportation, first-class hotel accommodations and meals for the titleholder(s) and two (2) travel companions for each such appearance. All titleholder personal appearance fees, travel manager fees and security fees in connection with such appearances are waived.
- (d) **Program Book Editorial/Advertising Pages:** Three (3) full-page editorial pages and three (3) full-page color advertisement pages in the souvenir program book for the Pageant. In this regard, Host shall supply, at its sole expense, Host's editorial pages and advertisement pages formatted on disc or color separations and progressive proofs of the same in accordance with instructions to be provided by Producer concerning advertisement specifications, delivery address and delivery deadline for receipt for the Pageant. Host shall forward a sample of Host's editorial pages and advertisement pages to Producer's Marketing Department for Producer's prior written approval, which approval shall not be unreasonably withheld.
- (e) **Pageant Website Integration:** A listing on the home page and a separate listing for Host on Producer's Website for the Pageant, which listing shall commence on a date to

be determined by Producer in its sole discretion and shall continue through and including at least one (1) month following the Finals telecast date of the Pageant (the exact date to be determined by Producer in its sole discretion). Producer shall have creative approval and control with respect to the segment and listing.

(f) Pageant Website Link(s): Producer shall place a link from Producer's Website for the Pageant to the home Page of Host's Website. Host will provide Producer with technical specifications, text and graphical artwork to use in creating the linked pages. The duration of the link between Producer's Website and Host's Website shall commence on a date to be designated by Producer in its sole discretion and shall continue through and including at least one (1) month following the Finals telecast date of the Pageant (the exact date to be determined by Producer in its sole discretion). Additionally, Host shall have the right to place a link from Host's Website to the Producer's Website for the Pageant. Neither party shall use the other party's name, trademarks and/or service marks in any metatags on their respective Websites. Each party shall be solely responsible for the development, operation, and maintenance of its Website and for all materials that appear therein.

(g) Judge Position: Producer agrees that Host shall have the right to select one (1) judge to serve as a Preliminary Competition Judge, provided that such right will be subject to the following: (i) such right being exercised in a reasonable and timely manner; (ii) such judge completing all releases and forms required by Producer and the Network; and (iii) Producer's and the Network's approval of such judge, which may be granted or withheld in Producer's and the Network's sole judgment and discretion.

(h) Event Tickets: Producer shall provide to Host, at no charge, Fifty (50) tickets to the Pageant's Preliminary Show, Dress Rehearsal and Pageant's Finals telecast. Ten (10) tickets shall be VIP. All seating plans and ticket allotments for the Preliminary Show, Dress Rehearsal and Finals Telecast are subject to the approval of Producer, which approval may be granted or withheld in Producer's sole judgment.

(i) Promotional Materials: Host and Producer shall cooperate with each other in the promotion of the Pageant. Host shall have the non-exclusive right to use the Producer Marks (as defined in Paragraph 3 of the Standard Terms and Conditions attached hereto as Appendix II) in advertising, publicity, promotional and marketing materials in any and all media, during the Term of this Agreement, for purposes only of promoting the Pageant and CITY OF DORAL as the site of the Pageant (but not as an endorsement of any product or service). In this regard, Host shall have the non-exclusive right to manufacture and use commemorative items (i.e., t-shirts etc.) with Producer's logo at the CITY OF DORAL during the Term of this Agreement in connection with its advertising and promotion of the Pageant, provided that such items also bear Host's trademarks, and to place non-permanent replicas of Producer's logo on such items at the CITY OF DORAL during the Term of this Agreement in connection with its advertising and promotion of the Pageant, provided that such items also bear Host's trademarks. All such materials shall be subject to Producer's prior written approval and to the terms and conditions set forth in Paragraph 3 of the Standard Terms and Conditions attached hereto

as Appendix I; it being expressly agreed that Producer shall have the right to approve any preprinted promotional material, audio or video materials, or the like produced by Host or sought to be used in connection with the Pageant. If Host manufactures or causes to be manufactured any commemorative items, Host represents and warrants that such items shall be free from defects and merchantable and fit for their particular purpose. Producer shall have the right to use the Host Marks (as defined in Paragraph 3 of the Standard Terms and Conditions attached hereto as Appendix I) in advertising, publicity, promotional, souvenir pageant merchandising and marketing materials in any and all media, throughout the world in perpetuity, for purposes of promoting the Pageant, any future Miss Universe Pageants and Universe's pageant-related business activities. Host shall have the right to retain 75% of gross revenues (the remaining 25% to Producer) in connection with the sale of any such items discussed herein. Host must notify producer no later than November 1, 2014 of its intention to manufacture any such items, the approval of which shall be at the sole discretion of Producer.

(j) CITY OF DORAL Welcome Video: Producer shall make the reigning Miss Universe 2013 titleholder available to Host to participate in the production of a welcome video for CITY OF DORAL for viewing only at the CITY OF DORAL during the Term of this Agreement (the "Welcome Video") at such time and place to be mutually agreed upon by Host and Producer. Except as otherwise set forth in the preceding sentence, the Welcome Video is not for commercial use, distribution or exhibition of any kind, including, without limitation, by broadcast or over the internet, and Host agrees that it will not use the Welcome Video for any other purpose or in any other manner without the prior written consent of Producer, which consent Producer may grant or withhold in its sole discretion. Further, Host will not use the Welcome Video in any way that will disparage or embarrass Producer or the reigning Miss Universe 2013 titleholder. Host shall be responsible for all production and other costs related to the production and use of the Welcome Video.

(k) Contestant Promotional Appearances: Producer shall make the Pageant contestants reasonably available throughout the Pageant/Program production period for a reasonable number of promotional events on the Host property (e.g., "meet and greets" with Resort guests, "photo ops", cocktail receptions and parties with Host guests, and autograph signing sessions). The scheduling of such events is subject to Producer's Pageant/Program production schedule, contestant availability and other professional commitments. It is acknowledged and agreed that the number of such promotional events shall not exceed two (2) without the prior written consent of Producer, which consent Producer may grant or withhold in its sole judgment and discretion. It is further acknowledged and agreed that not all Pageant contestants shall be required to appear at each promotional event. All elements of each proposed event shall be subject to Producer's prior written approval, which approval shall not be unreasonably withheld. All costs and expenses associated with each promotional event shall be Host's sole responsibility.

(l) Coronation Ball/After Party: Host shall have the opportunity, but not the obligation, to organize and conduct a Coronation Ball/After Party in connection with the

Pageant. The Coronation Ball/After Party shall immediately follow the Pageant's Finals telecast and shall be for attendance by the Pageant contestants and their families, national pageant directors, judges, talent, Pageant VIPs and personnel, sponsors, and Host representatives and their guests. Producer shall receive One Thousand (1000) complimentary tickets for the Coronation Ball/After Party. If requested by Producer, a separate VIP section to accommodate those persons as shall be designated by Producer shall be provided at the Coronation Ball/After Party. Host shall be responsible for the entire cost of the Coronation Ball/After Party, and Producer makes no representation of any nature regarding this event and assumes no expense with respect thereto. All elements of the Coronation Ball/After Party shall be subject to Producer's prior written approval, which approval shall not be unreasonably withheld. Host must notify Producer if it opts to conduct a Coronation Ball/After Party no later than November 1, 2014. If Host does not notify Producer by November 1, 2014, Producer shall have the right, but not the obligation, to host its own Coronation Ball/After Party.

(m) Ancillary Events: Host shall have the opportunity, but not the obligation, to organize and conduct "Ancillary Events," including but not limited to, a Welcome Event, Swimsuit Show/Party, National Costume Show and/or National Gift Auction. Host shall be responsible for the entire cost of any such Ancillary Events, and Producer makes no representation of any nature regarding this event and assumes no expense with respect thereto. All elements of any Ancillary Events shall be subject to Producer's prior written approval, which approval shall not be unreasonably withheld. Host must notify Producer if it opts to conduct any Ancillary Events no later than November 1, 2014. If Host does not notify Producer by November 1, 2014, Producer shall have the right, but not the obligation, to host one or more of its own Ancillary Events.

(n) Promotional Sweepstakes: Host shall have the right to implement and operate a promotion during the Term involving a sweepstakes or contest in connection with the Program ("Sweepstakes"). The applicable Sweepstakes can be offered to the general public, special customers or as incentives to retailers. Host shall draft the applicable Sweepstakes rules subject to Producer's approval. Neither Producer's approval of nor failure to exercise its right to review the official rules for any Sweepstakes shall constitute an opinion as to the legal appropriateness or adequacy of such rules or their manner of use. Host shall be solely responsible for compliance with all aspects of federal, state and local laws and regulations applicable to the conduct of any Sweepstakes. Neither Host nor Producer shall allow any information collected in connection with any Sweepstakes to be used in any manner that is not consistent with existing law, including the Children's Online Privacy Protection Act. Host shall be solely responsible for all aspects (including all costs and expenses) of any Sweepstakes, including, without limitation, designing each such Sweepstakes offer (including, without limitation, the selection of prizes), supplying any and all materials required by the applicable Sweepstakes rules (including, without limitation, consumer displays) and operating any such Sweepstakes (including, without limitation, selection of winners and prize fulfillment). The designation of prizes and any and all materials to be utilized in

connection with any such Sweepstakes shall be subject to Producer's prior written approval, which approval shall not be unreasonably withheld.

- (o) Signage: Subject to the approval of the Pageant venue the right to display a co-branded banner at the venue during the Preliminary show and the Finals show of the Pageant, provided that: (i) the banner(s) shall be provided by Host (at its sole expense) and shall be of a size and design approved by Producer; (ii) the banner(s) shall be furnished when and where required by Producer; and (iii) the placement of the banner(s) shall be at the sole discretion of Producer and each such venue owner.
- (p) Email Blast: At its sole discretion and subject to its legal obligations, Producer shall send at least one (1) email blast during the Term to its opt-in database of subscribers promoting the CITY OF DORAL and the Pageant.
- (q) Web Site Video: Producer shall create one (1) promotional web video (such video not to exceed ninety (90) seconds unless mutually agreed to otherwise) be featured on the Producer and Host websites to promote and continue raising awareness for the CITY OF DORAL and the Pageant.
- (r) Social Media Campaigns: Producer shall create and operate social media campaigns to be featured on Producer's social media platforms to promote and continue raising awareness for the CITY OF DORAL and the Pageant.
- (s) Host Photographs: Host shall be permitted to utilize Pageant related images (i.e. of contestants or Titleholders) that are supplied by Producer, on Host's website. For the avoidance of doubt, the Photos may only be used to promote Host in connection with the Pageant. Host must obtain, at its own expense, all required third party clearances and releases necessary for Host's use of the Photos, including, without limitation, consents from third parties who appear recognizably in the Photos.

All of the benefits and rights provided to Host as described herein shall be referred to herein as the "Host Rights." Producer expressly reserves any and all rights concerning the Pageant, the Program, the Miss Universe titleholders (the "Titleholders") and the Producer Marks not specifically granted to Host in this Agreement, including, without limitation, the right to pursue licensing, promotional and endorsement arrangements concerning the Pageant, the Program, the Titleholders and/or the Producer Marks for the sale, distribution or exploitation of any products, services or other merchandise in any and all product categories, and use of the Titleholders for personal appearances, promotional and advertising campaigns or as a model in any and all product categories.

3. Consideration

In consideration of the Host's Rights set forth in paragraph 2 above, Host shall furnish the Producer the following requirements:

- (a) Cash Fee: Host will pay to Producer the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) (the "Cash Fee") for the Host Rights as follows: (i) One

Million Dollars (\$1,000,000) upon execution of this Agreement; and (ii) One Million Five Hundred Thousand Dollars (\$1,500,000) on or before November 30, 2014. All payments due to Producer under this Agreement shall be made in United States Dollars, net of applicable withholding taxes, if any, and shall be payable by wire transfer to Miss Universe L.P., LLLP, c/o JP Morgan Chase Bank, 1166 Avenue of the Americas, 14th Floor, New York, New York 10036, ABA Routing Number 021-000021, Account No. 230-289762.

(b) Locations: If necessary, Host grants to Producer the right to use all City of Doral locations to which Producer transports any members of the cast or crew of the Program as locations for photographing, filming and taping the Program (collectively referred to herein as, the "Locations"). Host agrees that Producer may place all necessary facilities and equipment at or on the Locations, and Producer agrees to remove them after completion of work and leave the Locations in as good condition as supplied to Producer, except for reasonable wear and tear from the uses permitted. Host further agrees that Producer may include any and all furnishings, works of art and other items located in and around the Locations in any and all photographs, film and video and sound recordings made or taken by Producer hereunder, and that such inclusion by Producer will not violate the rights of any third parties. Signs at or on the Locations may, but need not be, removed or changed by Producer, provided that if removed or changed, Producer will restore them to their original location or replace them (whichever is applicable). Producer may, if it elects, include any and all signs at or on the Locations and any trade names, trademarks and logos belonging to Host in the photographs, film and video and sound recordings, and any other materials made or taken by, or on behalf of, Producer pursuant to this Agreement, but Producer shall have no obligation to do so.

(c) Film Permits/Location Releases: Host shall secure, on the behalf of Producer, (i) gratis film permits, licenses and/or other authorizations, and (ii) where applicable, the execution of Producer's standard location releases, for any Host locations to be included in the Integration.

4. Ownership of the Pageant/Program

No rights are granted to Host to use the Pageant and the Program or any elements thereof. Without limiting the foregoing, Host acknowledges that this Agreement does not grant Host the right to use the names or likenesses of any persons who have rendered or are rendering services in connection with the Pageant and the Program.

5. Insurance:

(a) Host and Producer each agree to maintain comprehensive commercial general liability insurance for the Pageant and other related events in the amount of not less than (i) One Million (\$1,000,000) United States Dollars per occurrence for death or bodily injury and (ii) Two Million (\$2,000,000) United States Dollars general aggregate including coverage for liability arising out of the consumption of food and/or alcoholic beverages

obtained at any and all hosted events.

(b) Host and Producer each agree to provide additional umbrella liability insurance of not less than Twenty Million (\$20,000,000) United States Dollars per occurrence.

(c) Host agrees to provide and maintain automobile insurance, as required in Paragraph 3(j) of this Agreement, on any vehicle, including owned, non-owned, hired or borrowed, in limits not less than One Million (\$1,000,000) United States Dollars per accident.

(d) Host agrees to provide and maintain special property insurance of not less than One Million (\$1,000,000) United States Dollars for damage to property occurring in any one occurrence arising out of, or in any way connected with or caused by, directly or indirectly, the conduct of the Pageant or any element thereof.

(e) Host agrees to maintain workers' compensation insurance and occupational disease insurance in compliance with statutory requirements, for Host's employees who perform operations under this Agreement.

(f) All insurance coverage, as set forth in subparagraphs (a)-(e) above, shall be issued by a carrier licensed to do business in the State of New York that has an A.M. Best Rating of B+vii or greater. Each party shall be named as an additional insured in each such insurance policy maintained by the other party. Each party shall provide the other party with certificates of insurance evidencing the required coverage with an endorsement naming the other party as an additional insured thereof no later than thirty (30) days following execution of this Agreement. Each party agrees to renew all insurance policies and documents and on renewal, to furnish the other party renewal certificates of insurance before the expiration date of the policy in question. Said insurance coverage shall be in effect for a period commencing not later than thirty (30) days prior to the scheduled telecast date of the Finals Show of the Pageant and ending not earlier than midnight, three (3) days subsequent to the date of the Finals Show of the Pageant. Each party agrees that it shall not reduce the policy limits, restrict coverage, cancel, fail to renew or otherwise alter or amend in any material respect its respective insurance policies without the other party's written consent. The insurance policies shall provide that at least thirty (30) days prior written notice to each party of any intent to reduce policy limits, restrict coverage, cancel or otherwise alter or amend in any material respect the policy. As between Host and Producer, Host's liability insurance shall be primary to and not excess of, and without right of contribution from, any insurance provided for the benefit of Producer.

6. Director Liability

No directors, officers, partners, stockholders or employees of Universe or Host, or their affiliated or related companies, whether past, present or future, shall have any personal liability arising out of or in connection with this Agreement by reason of said person's

status as such, except for such individual's act to bind Universe or Host without authority.

7. Force Majeure:

(a) Any delay or failure of either party to perform its obligations hereunder and/or any impairment, interruption, prevention, suspension, postponement or discontinuance of Producer's production operations and/or normal broadcasting operations shall be excused to the extent that it is caused by an event or occurrence beyond its reasonable control such as, by way of example and not by way of limitation, acts of God, fires, floods, earthquakes, windstorms, hurricanes, public disasters, explosions, riots, insurrections, civil unrests, epidemics or diseases, natural disasters, wars (declared or undeclared), acts of public enemy, casualty, accidents, sabotage or labor problems (including strikes, walkouts and lockouts), provided the party claiming *force majeure* promptly notifies the other party of the event of *force majeure*, the anticipated duration of the event of *force majeure*, and the steps being taken to remedy the delay or failure. Should the event of *force majeure* continue beyond thirty (30) days, or such shorter time period as necessary should there be a need for urgent action, Producer may terminate this Agreement upon written notice to Host, it being expressly understood that in such event, Universe shall be free to conduct the Pageant at an alternative facility, either directly or through a hosting arrangement with a third party.

8. Standard Terms and Conditions

This Agreement is subject to the Standard Terms and Conditions attached hereto as Appendix I and incorporated herein by reference.

9. Entire Agreement

This Agreement, including the Standard Terms and Conditions attached hereto, collectively constitutes the entire agreement between Producer and Host with respect to the subject matter hereof, all previous understandings whether oral or written having been merged herein. No representations or warranties have been made other than those expressly set forth herein. This Agreement may not be changed, modified, renewed, extended, or discharged or any covenant or provision hereof waived except by an agreement in writing signed by the party against whom enforcement of the change, modification, renewal, extension, discharge or waiver is sought.

Please confirm your acceptance of the foregoing by signing below where indicated.

MISS UNIVERSE L.P., LLLP

By: _____
Paula M. Shugart, President

DRAFT
9/22/2014

AGREED AND ACCEPTED:

CITY OF DORAL

By: _____
(signature)

(print name)

Title: _____

Date: _____

DRAFT

Appendix I

Standard Terms and Conditions

1. NO LIMITATION; NO OBLIGATION TO EXHIBIT Nothing herein shall be construed as limiting Producer's right to exhibit, distribute and otherwise exploit any Program in any manner. Furthermore, nothing herein shall be construed as limiting Producer's and NBC's right, which shall be exercisable in Producer's and NBC's sole discretion (as applicable), to exhibit and/or otherwise exploit any Program and any edited versions of any Program (including, without limitation, any versions containing only some or none of the Integration) after the initial telecast of any such Program; provided, however, that no additional fee beyond the amount set forth in the Agreement shall be payable by with respect to any exhibition of any Program that is made after the initial telecast. Nothing in the Agreement shall obligate the Network to exhibit, or obligate Producer or NBC to cause to be exhibited, any Program or any part thereof, or to otherwise use or exploit any Program or any part thereof, or subject only to Producer's refund obligations (as applicable), to exhibit or otherwise use or exploit the footage of the Integration and/or any Host Materials (as defined below) and any decision to do so is in the sole and exclusive discretion of Producer and NBC (as applicable).
2. OWNERSHIP Host shall not have, and shall not claim, any interest in any Pageant and any Program, and Host acknowledges and agrees all right, title and interest in and to the Pageant(s) and the Program(s) and in and to any and all photographs, film and video and sound recordings and/or any other material made or taken by or for Producer or NBC pursuant to the Agreement (including, without limitation, all rights under copyright) (the "Program Materials") are the sole and exclusive property of Producer and/or NBC (as applicable). Without in any way limiting the foregoing, Host acknowledges and agrees that Producer and NBC shall have the right to use, telecast and otherwise exploit, and to license, assign and otherwise transfer to third parties the right to use, telecast and otherwise exploit, any and all Program Materials (including, without limitation, in and in connection with advertisements, promotions, publicity, clips, merchandising, etc.) throughout the universe in any and all media now known or hereafter devised in perpetuity, and Host shall have no claim or action against Producer or any other party arising out of any use of the Program Materials. Notwithstanding the foregoing, Host is not granting any rights to produce any merchandise that incorporates any trademarked or copyrighted material owned by Host, other than in the Program(s) (including in any footage and photographs therefrom). The breach, revocation, voiding or cancellation of the Agreement shall not affect Producer's or NBC's rights under this paragraph with respect to the Pageant(s), the Program(s) or the Program Materials. Host agrees that it will not make any commercial or any other use of the Integration or any other material owned or controlled by Producer or NBC, except as otherwise expressly set forth in the Agreement or pre-approved in writing by Producer and NBC. If, pursuant to the terms of the Agreement, Host creates material for and/or provides material, products and/or services to Producer or NBC and/or requests that any material, products and/or services be integrated into the Program(s) (or if, pursuant to this Agreement, rights in and to material previously created by or for Host are to be transferred or otherwise conveyed to Producer or NBC), then all such material (collectively, "Host Materials") shall conform to the programming and operating policies of the Network. Producer shall have the right to require Host to edit and modify any and all Host Materials to the extent the Network deems necessary to conform to the public interest and to the standards, programming and operating policies of the Network. Host hereby assigns to Producer and Producer's successors, licensees and assigns all results and proceeds of all on-screen services rendered for or on behalf of Host in any Program containing the Integration.
3. INTELLECTUAL PROPERTY
 - (a) Host acknowledges that Producer is the owner of the following trademarks, logos, trade names and service marks: MISS USA; MISS UNIVERSE; MISS TEEN USA; "Woman with Stars" logo; MISS USA crown design; MISS UNIVERSE crown design; and MISS TEEN USA crown design (collectively the "Producer Marks") and all goodwill associated therewith and has certain merchandising and other rights in and to the Producer Marks. Host shall have no right to utilize any Producer Marks, except as otherwise expressly set forth in the Agreement or pre-approved by Producer in writing.
 - (b) Host agrees that it will do nothing inconsistent with Producer's ownership of the Producer Marks and that it will not apply for registration, seek to obtain ownership, or contest or challenge Producer's ownership of the Producer Marks or any similar, related or derivative right, in any state or nation. Producer retains all rights to the Producer Marks except for the limited license, if any, expressly granted to Host in the Agreement. All uses of the Producer Marks by Host shall at all times inure to the benefit of Producer. Host's right, if any, to use the Producer Marks shall be subject to Producer's then current quality control standards.
 - (c) Host hereby grants to Producer and NBC a non-exclusive royalty-free license to reproduce, distribute, perform, transmit and otherwise use Host's trademarks, logos, symbols, trade names, service marks, copyrights and other proprietary trade designations protected by law (collectively, the "Host Marks") and the Host Materials, subject to the terms hereof and in and in connection with the Pageant(s), the Integration and any Program as it may be exhibited, advertised, promoted and otherwise exploited in all media now known or hereafter devised throughout the universe in perpetuity. Without limiting the foregoing, Host acknowledges and agrees that Producer and NBC shall have the right to use the Host Marks and the Host Materials in any material created or caused to be created by or for Producer and/or NBC hereunder for use in or in connection with any Program (including, without limitation, in or in connection with advertisements, promotions, publicity, clips, merchandising, etc.) as it may be exhibited, advertised, promoted and otherwise exploited in any and all media now known or hereafter devised throughout the universe in perpetuity.
4. CONFIDENTIALITY; PUBLICITY
 - (a) Host agrees to keep highly confidential the terms of the Agreement and any and all information learned by Host in connection with the Agreement, including, without limitation, any and all information regarding any Pageant, any Program and any information about Producer, Donald Trump, NBC, the Network and/or any Program cast members, crew, or scripts (collectively, "Confidential Information") and shall use the same care in protecting such information as is afforded Host's other confidential information, but no less than reasonable care. Host shall not disclose any of Producer's and/or NBC's Confidential Information to any

third party without the express prior written consent of Producer and NBC. This paragraph shall be inoperative as to particular portions of the Confidential Information disclosed to Host if such information (i) is or becomes generally available to the public other than as a result of a disclosure by Host, its Affiliates (as defined below) or its representatives, (ii) was available to Host, its Affiliates or its representatives on a non-confidential basis prior to its disclosure to Host by Producer or NBC, (iii) is or becomes available to Host or its Affiliates or representatives on a non-confidential basis from a source other than Producer or NBC when such source is entitled, to the best of Host's knowledge, to make the disclosure, or (iv) was independently developed by Host, its Affiliates, or its Representatives without reference to such Confidential Information. Notwithstanding the foregoing, Host may divulge the business and financial terms of this Agreement to its Affiliates, employees, and financial and legal advisors on a need to know basis. Furthermore, nothing herein shall prevent Host from disclosing any information required by law.

(b) As between Producer and Host, any publicity, paid advertisements, press notices or other material information with respect to this Agreement, any Pageant and any Program shall be under the sole control of Producer. Therefore, Host shall not personally release, nor consent to or authorize any person or entity to release, such information without the express prior written approval of Producer. Host is not guaranteed any right hereunder to view the Integration prior to its exhibition by the Network.

(c) An "Affiliate" of any party hereto means any entity directly or indirectly controlled by, controlling or under common control with such party.

5. HOST'S WARRANTIES Host represents and warrants that:

(a) Host has the sole right and authority to enter into and fully perform this Agreement and to grant all of the rights granted by Host hereunder;

(b) Host has obtained all necessary rights from third parties who hold any right in any element of the Host Materials to enable Producer and NBC to use such Host Materials as contemplated hereunder ("Third Party Rights"), and the license granted to Producer and NBC in Paragraph 3(c) above includes such Third Party Rights.

(c) Host is and will remain free to fulfill its obligations under this Agreement and there exists no other agreement or understanding that conflicts or interferes with or makes impossible the performance of its obligations hereunder;

(d) With regard to all Host Materials, [i] the Host Materials are Host's sole creation (except as otherwise set forth expressly in the Agreement and except for material in the public domain), and nothing contained therein infringes or violates the rights of any third party; [ii] Except as otherwise specified in the Agreement, Host owns and/or otherwise controls all rights in and to the Host Materials that Host is to deliver to Producer or NBC (except for material in the public domain); [iii] Host has not granted or otherwise conveyed and will not grant or convey any right or interest that Host has in or to the Host Materials that would interfere with the rights granted to Producer or NBC hereunder; and [iv] to the best of Host's knowledge (including that which Host should have known in the exercise of reasonable prudence), there are no adverse claims, pending litigation, or threat of litigation against Host involving the Host Materials;

(e) With respect to any products furnished and/or provided by Host to Producer or NBC, all such products will be free from defects, will function properly when used for their intended purpose, will perform in accordance with manufacturer's standard warranties, and will comply with all applicable federal, state and local laws, rules, regulations, codes and ordinances;

(f) With respect to any services to be performed by Host under the Agreement, [i] all such services will be performed in a professional, timely and competent manner, in accordance with all applicable federal, state and local laws, rules, regulations, codes, ordinances, licensing requirements and union requirements, including, without limitation, all environmental and health and safety laws, rules, regulations, codes, ordinances, orders and requirements; [ii] all employees provided by Host to perform services hereunder will be fully qualified, experienced and trained to perform the services required under this Agreement and will have all necessary safety training; [iii] Host shall have a valid, binding and subsisting written agreement with all employees who provide on-screen services for or on behalf of Host in any Program in connection with the Integration pursuant to which Host is the employer of such employee and all the results and proceeds of such employee's services which are or will be required in connection with any on-screen services rendered in connection with the Agreement are work-for-hire owned exclusively by Host; [iv] all services will be performed in accordance with Producer's specifications and requirements; [v] all employees provided by Host hereunder will comply with all rules and regulations of Producer; and [vi] Host shall inform and require each of its employees to abide by the confidentiality requirements set forth in these Standard Terms and Conditions; and

(g) With regard to all Locations, [i] the Locations are free from latent defects of which Host is or should be aware except those of which Host has notified Producer in writing and [ii] the Locations are maintained in compliance with all applicable federal, state and local laws, rules, regulations, codes and ordinances.

(h) Any advertisements, promotions, communications, messaging, publicity, sweepstakes or other materials created by, for, or at the direction of Host that include any references to the Pageant(s) and/or the Program(s) shall be true and correct, be supported by adequate substantiation (that will be provided to the Network upon request) and shall comply with all applicable federal, state and local laws, rules, regulations, codes and ordinances.

6. PRODUCER'S WARRANTIES

(a) Producer has the sole right and authority to enter into and fully perform this Agreement;

(b) Producer is and will remain free to fulfill its obligations under this Agreement and there exists no other agreement or understanding that conflicts or interferes with or makes impossible the performance of its obligations hereunder; and

(c) Producer owns and/or controls all rights in the Producer Marks and the authorized use of the Producer Marks by Host will not infringe upon or violate the rights of any third party.

7. INDEMNIFICATION

(a) Host will defend, indemnify and hold Producer and NBC and their respective partners, parents, subsidiaries, Affiliates, assigns and licensees, and each of the foregoing entities' officers, directors, employees, representatives and agents, harmless from and against any and all third-party claims, damages, liabilities, demands, and causes of action, and any expenses associated therewith (including reasonable attorneys' fees and court costs, whether or not in connection with litigation) arising out of or resulting from [i] Host's breach of, or any claim that Host breached, any of its obligations, representations or warranties made in this Agreement; [ii] the negligence or willful misconduct of Host and/or its agents, representatives or employees; [iii] any Host Materials; and [iv] any advertisements, promotions, communications, messaging, publicity, sweepstakes or other materials created by, for, or at the direction of Host that include any references to the Pageant(s) and/or the Program(s). The parties acknowledge that Producer shall control the defense of any claim brought against Producer and NBC shall control the defense of any claim brought against NBC, provided that Host shall assume the defense if so requested by Producer and/or NBC (as applicable) and provided further that if such request is made, Producer and/or NBC (as applicable) shall have the right to approve the selection of legal counsel engaged for such defense (which approval shall not be unreasonably withheld) and Producer and/or NBC (as applicable) shall have the right to participate fully in the defense of the claim, demand or suits.

(b) Producer will defend, indemnify and hold Host and its parents, subsidiaries, Affiliates, assigns and licensees, and each of the foregoing entities' officers, directors, employees, representatives and agents, harmless from and against any and all third-party claims, damages, liabilities, demands, and causes of action, and any expenses associated therewith, arising out of or resulting from Producer's breach of, or any claim that Producer breached, any of its obligations, representations or warranties made in this Agreement; however, Producer shall not be obligated to defend, indemnify or hold Host harmless from claims, damages, liabilities, demands, and causes of action arising out of or resulting from [i] any Host Materials and/or any advertisements, promotions, communications, messaging, publicity, sweepstakes or other materials created by, for, or at the direction of Host that include any references to the Pageant(s) and/or the Program(s); [ii] any breach or alleged breach by Host of Host's obligations, representations or warranties; or [iii] the negligence or willful misconduct of Host and/or its agents, representatives or employees. Producer shall control the defense of any claim for which it is the indemnitor; provided, however, that Host shall have a right of consultation, at Host's sole cost and expense, with respect to the selection of counsel, the defense, and any settlement negotiations, but Producer shall have sole decision-making authority over such matters and all other aspects of the case.

(c) The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement. The indemnitor's obligations to indemnify the indemnitee are conditioned upon [i] the indemnitee's advising the indemnitor of the claim in a timely fashion, and [ii] the indemnitee's full cooperation in the defense of the claim or litigation. The assumption of the defense of any claim by the indemnitor shall not release the indemnitee from any claim the indemnitor may have against the indemnitee for breach of this Agreement.

8. FEDERAL COMMUNICATIONS ACT

(a) Host represents and warrants that it has not given or agreed to give, and shall not give or agree to give, anything of value (except as set forth in the Agreement) to any person, corporation or other entity in consideration of entering into the Agreement or for obtaining exposure within any Program.

(b) Host understands that the furnishing of any money, service or other valuable consideration to anyone for the exhibition of any matter in any Program (including, without limitation, any consideration furnished to Host in exchange for Host furnishing any valuable consideration to anyone for the telecast of any matter in any Program) without disclosing the same to the Network prior to exhibition may constitute a violation of Network policy. With respect to any Host Materials, Host understands that it may be a federal offense for Host not to inform Producer before the exhibition of any Program that Host has (a) taken or agreed to take anything of value to promote a product, service or business in any Program; or (b) used any material in connection with the products and/or services to be provided by Host hereunder in connection with the Integration that would promote any product, service or business if Host knows the person and/or entity providing such material to Host gave Host something of value for the promotion.

(c) It is also agreed that Network policy may require that a video disclaimer be telecast in the credits of any Program disclosing receipt of the production assistance in connection with the Agreement, and that such disclosures may relate to entities other than Host. The exact language, placement and duration of any disclaimer will be determined by Producer and NBC in their sole discretion.

9. TERMINATION

(a) Without waiving any rights to damages or other relief that Producer may be entitled to, if Host at any time (i) breaches any material provision of this Agreement, (ii) is unable, fails, neglects or refuses to perform any of its material obligations under this Agreement, or (iii) commits an act of moral outrage or is otherwise brought into public disrepute, then Producer shall have the right to terminate the Agreement if Host fails to cure such breach or non-performance (to the extent that such breach or non-performance is curable) twenty (20) days (ten [10] days in the case of failure to pay) after Producer has provided Host with written notice of such breach or non-performance. In the event Producer provides written notice of such breach or non-performance, Producer shall have the right to suspend performance of the Hostship Rights for the notice period unless and until the breach or non-

performance is cured. In addition, and without waiving any rights to damages or other relief that Producer may be entitled to, if Host enters into any arrangement of composition with its creditors, or if a proceeding in bankruptcy, receivership, or insolvency is instituted by or against Host or its property (a "Host Bankruptcy Event"), or if the condition of the affairs of Host shall, in the reasonable opinion of Producer, so change as to impair Host's ability to perform one or more of its obligations under this Agreement, then Producer shall have the right to terminate the Agreement immediately upon notice to Host. Furthermore, any default or breach by Host of, and/or grounds for termination under, any other agreement between Host on the one hand, and Producer or any Affiliate of Producer on the other hand, will be a default, breach and/or ground for termination under this Agreement, and any default or breach by Host of, and/or grounds for termination under, the Agreement will be a default, breach and/or grounds for termination under any and all other agreements between Producer or any Affiliate of Producer on the one hand, and Host on the other hand. In the event that Producer elects to terminate the Agreement pursuant to this paragraph 9, Producer shall have no further obligation to Host, except that if such election is based on a Host Bankruptcy Event, Producer shall reimburse Host for any cash fee paid to Producer by Host in connection with the Hostship Rights for which Host has not and will not receive equitable consideration in return, less the costs and expenses incurred by Producer as a direct result of the termination of the Agreement.

(b) Without waiving any rights to damages or other relief that Host may be entitled to, if Producer at any time (i) breaches any material provision of this Agreement, or (ii) is unable, fails, neglects or refuses to perform any of its material obligations under this Agreement, then Host shall have the right to terminate the Agreement if Producer fails to cure such breach or non-performance (to the extent that such breach or non-performance is curable) within twenty (20) days after Host has provided Producer with written notice of such breach or non-performance. In addition, and without waiving any rights to damages or other relief that Host may be entitled to, if Producer enters into any arrangement of composition with its creditors, or if a proceeding in bankruptcy, receivership, or insolvency is instituted by or against Producer or its property (a "Producer Bankruptcy Event"), or if the condition of the affairs of Producer shall, in the reasonable opinion of Host, so change as to impair Producer's ability to perform one or more of its obligations under this Agreement, then Host shall have the right to terminate the Agreement immediately upon notice to Producer. In the event that Host elects to terminate the Agreement pursuant to this paragraph 9, Host shall have no further obligation to Producer, except that if such election is based on a Producer Bankruptcy Event, Host shall pay Producer any cash fee in connection with the Hostship Rights for which Host has and will receive equitable consideration in return, less the costs and expenses incurred by Host as a direct result of the termination of the Agreement.

10. FORCE MAJEURE Neither party shall be liable for failure to perform or delay in performing any obligation under the Agreement if such failure or delay is due to fire or flood or hurricane or earthquake or similar act of God, lockout or strike or other labor dispute, war (declared or undeclared), embargo, epidemic, disease, substantial interruption in, or substantial delay or failure of, technical facilities, accident, damage, destruction or any other cause beyond the control of such party ("Force Majeure Event"). Either party may terminate the Agreement, without liability to the other party, if the Force Majeure Event continues for such time as to defeat the purpose of the Agreement, and the parties will negotiate in good-faith the pro-rata portion of the Cash Fee that will be refunded to Host.

11. NOTICE; COMPUTATION OF TIME PERIOD; MANNER OF DELIVERY Any notice, communication, consent, approval or disapproval and request therefore required or permitted to be sent hereunder shall be made in writing and sent by personal delivery or by certified mail (return receipt requested, postage prepaid), Federal Express, or fax, at the respective addresses given above (or such other addresses as are given in writing in accordance with this provision). Notice shall be deemed given on the date personally delivered or delivery by facsimile or Federal Express to such party or three (3) days following its deposit in the United States mail. All notices from Producer must be given by the Producer Business & Legal Affairs Department. Whenever the last day on which a notice can be given falls on a weekend or holiday observed by Producer, such notice may be validly given on the next day (that is not on a weekend or holiday) following the weekend or holiday. Notwithstanding the foregoing, with respect to any provision in the Agreement that requires Producer's approval or consent, at Producer's option, Producer may communicate its decision to Host by e-mail (and such decision need not be communicated by the Producer Business & Legal Affairs Department). Either party may, in writing, on ten (10) days' notice, inform the other party of a new or changed address or addressee to which notices under the Agreement should be sent.

12. APPLICABLE LAW, FORUM AND REMEDIES

(a) The Agreement shall be construed and enforced in accordance with the internal, substantive law of the State of New York, applicable to contracts negotiated, executed, and fully performed within that State, regardless of where performance of the Agreement may actually occur and without regard to the conflict of laws principles thereof.

(b) All parties consent to the sole and exclusive personal jurisdiction and venue in the federal and state courts in the City and County of New York, New York, and agree that all litigation regarding the Agreement, any breach of the Agreement, the relations of the parties and any and all disputes between the parties shall be submitted to and determined by said courts, which shall have sole and exclusive jurisdiction.

(c) Host agrees that given the nature of the entertainment industry, and the irreparable damage to Producer that would result from delaying or preventing the exhibition or distribution of any Program, Host's rights and remedies in the event of a breach or alleged breach of the Agreement by Producer shall be limited to Host's right, if any, to recover damages in an action of law, and in no event shall Host be entitled by reason of any breach or alleged breach to injunctive or other emergency or equitable relief that prohibits or prevents Producer or NBC from distributing, exhibiting, or licensing the right to exhibit or distribute, any Program produced hereunder, or otherwise preventing any licensee from exhibiting or distributing any such Program.

13. LIMITATIONS ON LIABILITY The parties waive the right to seek punitive or exemplary damages and in no event shall either party be liable for such damages.

14. NO RELATIONSHIP: ASSIGNMENT Producer and Host are independent contractors, and the Agreement is not intended to and shall not be construed to create a joint venture or partnership between said parties or constitute either of them as agents of the other. Host shall not assign, subcontract, encumber, or otherwise transfer voluntarily, involuntarily or by operation of law the Agreement or any of Host's rights or obligations under the Agreement without the prior written consent of Producer, which consent Producer may grant or withhold in its sole discretion.

15. ENTIRE AGREEMENT This Agreement constitutes the entire agreement between Producer and Host with respect to the subject matter hereof, all previous understandings whether oral or written having been merged herein. No representations or warranties have been made other than those expressly set forth herein. This Agreement may not be changed, modified, renewed, extended, or discharged or any covenant or provision hereof waived except by an agreement in writing signed by the party against whom enforcement of the change, modification, renewal, extension, discharge or waiver is sought.

16. CONSTRUCTION The captions of this Agreement are inserted solely for convenience and shall not affect the meaning or construction of any of the terms, provisions, covenants and conditions of this Agreement. The language of this Agreement will in all cases be construed simply according to its fair and plain meaning and not strictly for or against either party.

17. SEVERABILITY If any provision, sentence or clause of this Agreement is held to be indefinite, invalid, or otherwise unenforceable, the balance of the Agreement will continue unimpaired and in full force and effect; provided, however, that the aggregate of all such provisions found to be invalid or unenforceable does not materially affect the benefits and obligations of the parties to this Agreement as a whole.

18. WAIVER No waiver by either party of any covenant or provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same, or any other, covenant or provision.

19. COUNTERPARTS This Agreement may be signed in multiple counterparts, each of which shall be deemed an original instrument and all of the counterparts together will constitute one and the same instrument. Facsimile signatures shall be as binding and conclusive as if they were original signatures.

PLANET HOLLYWOOD RESORT & CASINO

MISS UNIVERSE L.P., LLLP

Steve Van Der Molen
Director of Sales, In Market East Region

Andrea E. Berner
Vice President Business and Legal Affairs

Date: _____

Date: _____