



January 8, 2015

*Sent Via Electronic Mail*

Mr. Armando Alvarez  
President  
Solare Corp.  
3655 NW 78th Avenue  
Miami, FL 33166

**Re: Letter of Commitment  
Sponsorship & Production of "Salsa with Miss Universe" Event**

Dear Mr. Alvarez:

The City of Doral (the "City") is incredibly pleased to have your company, Solare, Corp. ("SOLARE"), collaborate with the City to participate in the 2014 Miss Universe Pageant and related events, which will be held in and near the City in January 2015 (the "Pageant"). Please allow this correspondence to serve as a binding, written commitment of the terms on which SOLARE has agreed to underwrite and produce a celebratory event, commonly known as "Salsa with Miss Universe" Event, featuring private salsa lessons for the Pageant contestants followed by a party open to the public, which is scheduled to occur on January 10, 2015 at Solare's place of business (the "Salsa Event"), and which the City has agreed to co-host and sanction as an official 2014 Miss Universe event.

SOLARE agrees and confirms, and the City acknowledges, that SOLARE shall be responsible for planning, promoting, producing, and underwriting the Salsa Event. To further induce the City into sanctioning the Salsa Event, SOLARE hereby agrees that the City shall be offered: all of the revenue generated from entrance ticket sales and the right to record, reproduce, display and disseminate audio and visual recordings of the Salsa Event for promotion of the City through various media, including, but not limited to, the City's integration video during the 2014 Miss Universe Pageant, Doral TV, the City and the Miss Universe Websites, and several social media platforms available to the City. The City authorizes SOLARE to use the City Logo for the promotion of the Salsa Event in various materials, including, but not limited to, invitations, flyers, brochures, banners, and/or electronic publications, provided that SOLARE seeks the prior approval of the City for each such use. The City shall also use its best, commercially practical, and reasonable efforts to promote the Salsa Event. The Parties understand that the City shall not be responsible for any costs associated in any way with Salsa Event, except for any costs associated with the City's own promotional efforts and that SOLARE shall indemnify and hold the City harmless for any and all losses, damages, and injuries that may arise in any manner whatsoever with the planning, promotion, and production of the Salsa Event.


Though it is in the intent of the Parties that the terms herein be binding, SOLARE and the City acknowledge that one or more additional writings may be produced for the execution of the Parties to further secure details of the relationship, including, but not limited to, sponsorship agreements, general and specific releases, and other authorizations, the approval of which shall not be unreasonably withheld. Given the special nature of the Salsa Event and the Pageant, the short period of time before the event date, the immediate actions that will be taken by each of the Parties in reliance of the promises of the other, and the inadequacy of monetary damages, the Parties agree that, in the event of a breach of this relationship,

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*Salsa with Miss Universe Event*  
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the non-breaching party shall be entitled to equitable relief, including, but not limited to injunctive and specific performance relief, as a remedy for any such breach. The availability of such relief does not preclude the non-breaching party from attempting to recover financial damages.

On behalf of the City of Doral, I extend my sincerest gratitude for your willingness to undertake the Salsa Event and for your generous support of the City of Doral and the Miss Universe Pageant! Know for certain that our combined efforts are working towards the success of an unprecedented opportunity for our community—one that will improve our local economy and allow the world to see the dynamism of the place where we live, work, learn, and play. If you wish to contact me to discuss or act upon any of the foregoing, please contact me at your convenience. My administration and I look forward to working with you in the weeks and months to come to make the Salsa Event a complete success.

Sincerely,

  
\_\_\_\_\_  
Edward A. Rojas  
City Manager  
City of Doral

**Acknowledgement**

The undersigned warrants that he/she is duly authorized to commit the company to the obligations represented herein and that, on behalf of the company, the terms of this letter of commitment have been knowingly and voluntarily read, understood, and accepted as of the date written below.

SOLARE CORP.

  
\_\_\_\_\_  
Armando Alvarez  
President

\_\_\_\_\_  
Date