



January 13, 2015

*Sent Via Electronic Mail*

Mr. Herman Echevarria  
President & CEO  
Venue the Magazine, Inc.  
848 Brickell Avenue, 4<sup>th</sup> Floor  
Miami, FL 33131

*Re: Letter of Commitment  
Sponsorship & Production of "2014 Miss Universe After Party"*

Dear Mr. Echevarria:

The City of Doral (the "City") is incredibly pleased to have your company, Venue the Magazine, Inc. ("Venue"), 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 Venue has agreed to underwrite and produce a celebratory event, commonly known as "the 2014 Miss Universe After Party" Event, featuring, which is scheduled to occur on January 25, 2015 at the Trump National Doral Resort (the "After Party"), and which the City has agreed to co-host and sanction as an official 2014 Miss Universe event.


Venue agrees and confirms, and the City acknowledges, that Venue shall be responsible for planning, promoting, producing, and underwriting the After Party. To further induce the City into sanctioning the After Party, Venue hereby agrees that the City shall be offered: access to a certain number of City guests into the VIP area of the Party (which number will be mutually agreed upon once the capacity for the venue is finalized); revenue generated from certain event sponsors generated by the City and approved by Venue and the right to record, reproduce, display and disseminate audio and visual recordings of the After Party for promotion of the City through various media, including, but not limited to, Doral TV, the City and the Miss Universe Websites, and several social media platforms available to the City. The City authorizes Venue to use the City Logo for the promotion of the After Party in various materials, including, but not limited to, invitations, flyers, brochures, banners, and/or electronic publications, provided that Venue 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 After Party. The Parties understand that the City shall not be responsible for any costs associated in any way with After Party, except for any costs associated with the City's own promotional efforts and that Venue 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 After Party.

Though it is in the intent of the Parties that the terms herein be binding, Venue 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 After Party 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, 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 After Party 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 After Party a complete success.

Sincerely,

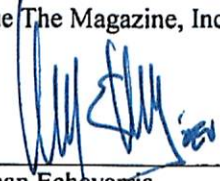
  
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Edward A. Rojas  
City Manager  
City of Doral

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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.

Venue ~~The Magazine, Inc.~~

  
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Herman Echevarria  
President & CEO

  
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Date