

2019-000190
081-2019-0190

USE LICENSE AGREEMENT

BY AND BETWEEN

AEG MANAGEMENT PR

AND

Departamento de Educación

DATED: March 20, 2019

CONTRACT # 2019-0090

License agreement should be executed on or before the next 30 days, otherwise dates will automatically be released.

USE LICENSE AGREEMENT

THIS USE LICENSE AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is dated as of the Wednesday, March 20, 2019 by and between AEG MANAGEMENT PR, a Delaware limited partnership ("AEG"), and Departamento de Educación, whose current address is PO Box 190759, San Juan Puerto Rico, 00919-0759 (the "Licensee").

BACKGROUND

AEG is the manager and/or operator of a facility commonly known as the Puerto Rico Convention Center (the "Facility"), located in the Convention Center District of San Juan, Puerto Rico, which is owned by the Puerto Rico Convention Center District Authority (the "Owner"). Licensee desires to use all or a portion of the Facility, as set forth below, for the purposes stated herein. Accordingly, AEG desires to grant to Licensee, and Licensee hereby accepts from AEG, 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) AEG hereby grants Licensee, upon the terms and conditions hereinafter expressed, a license to use those areas of the Facility described on 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 on 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. In the event Licensee vacates the Authorized Areas early, AEG shall be entitled to license any such space to another party without reimbursement to Licensee.

(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 AEG 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 AEG'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 AEG to represent a fair value for use of such additional areas of the Facility during such date(s) and time(s).

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(c) Licensee acknowledges that, in connection with AEG's management and operation of the Facility, AEG utilizes the services of certain third-party independent contractors (the "Third-Party Contractors"). Licensee hereby agrees that neither AEG nor the Owner shall be responsible in any way for the acts and/or omissions of any one or all of the Third-Party Contractors.

(d) Licensee acknowledges that the Facility is one component of a planned complex that includes, without limitation, an on-site hotel, retail shopping areas and residential complex, and a parking garage (such other non-Facility areas are collectively referred to herein as the "District"). Licensee further acknowledges that AEG will use reasonable efforts to minimize for Licensee any inconvenience or disturbance which may result from the operation, construction, expansion, renovation, and/or other use of the District, to the extent that the foregoing activities are within AEG's reasonable control. Licensee hereby agrees to hold AEG, Owner, and their respective officers, directors, agents, and employees harmless from and against any and all losses, liabilities, claims, damages, and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") arising out of any of the foregoing activities occurring at the District.

(e) Floor Plans, Descriptions, and Set-Up.

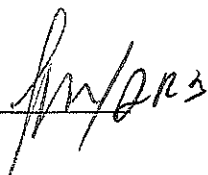
(i) At least eight (8) weeks prior to the first Event, Licensee shall provide to AEG, for AEG's and/or the Puerto Rico Fire Marshal's approval, five (5) copies of a full and complete floor plan for the Event. Based upon a review by AEG and/or such Fire Marshal of the foregoing plan, AEG may request Licensee, by written notice within ten (10) days after receiving the materials, to make such changes, deletions, and/or additions as AEG may, in its reasonable discretion, deem necessary or desirable. Failure by Licensee to make any such reasonable changes, deletions, or additions within seven (7) days after receipt of written notice thereof shall constitute a breach of this Agreement.

(ii) In addition to the floor plan delivered under clause (i) above, at least eight (8) weeks prior to the first Event, Licensee shall provide to AEG, for AEG's review (and/or the review of any consultant or representative engaged by AEG), five (5) copies of a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event.

(iii) At least [four (4) weeks] prior to the first Event, Licensee shall provide to AEG information relating to [room or hall set-up(s), staging, event personnel requirements, and food and beverage requirements].

(iv) Licensee shall be solely liable for any and all Losses arising from Licensee's failure to deliver to AEG the materials described in subparagraphs (i), (ii)

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and (iii) of this Section 1(e) within the specified time periods, including, without limitation, overtime pay and short-notice delivery fees.

2. Purpose.

(a) The Facility is to be used solely for the purpose of **Departamento de Educación / Convencion ocupacional.** Licensee shall not use the Facility, or permit the Facility to be used by any of its officers, directors, agents, employees, licensees, or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on, or near the Facility.

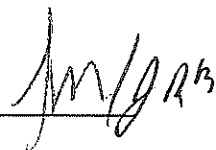
(b) Licensee shall be solely liable for any and all Losses occurring at the Facility (whether within or without an Authorized Area) caused to AEG, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to comply with any and all 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, (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(l) 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 the 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 AEG's General Rules and Regulations found in the Event Planning Guide, including fire and safety rules as required by AEG and/or local fire regulations, as such may exist from time to time. Without limiting the foregoing, Licensee shall obtain prior written approval from AEG's General Manager at the Facility for any pyrotechnic displays which Licensee anticipates may be performed at the Facility during the term of this Agreement. 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 AEG and such person's right to use the Facility may be revoked immediately by AEG.

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.

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(b) AEG 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 AEG to accomplish the foregoing, said failure resulting from circumstances beyond the control of AEG, shall not be considered a breach of this Agreement by AEG, 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 AEG (including any damages that may be incurred if such repair affects any future events or contracts).

(c) Licensee shall not make any alterations or improvements to the Facility without the prior written consent of AEG. 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 AEG, (i) be removed by Licensee, at Licensee's expense, immediately upon the conclusion of the Event, or (ii) become the property of the Owner. AEG 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 AEG for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. AEG assumes 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 the Event.

(d) Any debris, items, or materials left at the Facility by Licensee may be removed by AEG at Licensee's cost and at no liability or expense to AEG.

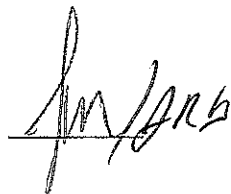
4. Term of License. The license granted in Section 1 above will be effective as of the date and time set forth on Exhibit A and will continue in effect, unless earlier terminated as set forth in Section 12, until the date and time set forth on Exhibit A.

5. License Fee, Merchandising Fee, Broadcast Fee and Reimbursable Service Expenses. In consideration of the grant of the license in Section 1 above, Licensee shall pay to AEG a license fee, merchandising fee, broadcast fee, and shall reimburse AEG 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 and Service Expenses. Licensee shall pay \$57,725.00 of license fee/Rental Fee (the "License Fee") And \$65,809.00 of the additional charges, as Stipulated In Attached Event Order Confirmation, for the **Grand Total of One Hundred Thousand Seven Hundred Eighty Four Dollars - \$129,784.00**

(b) Reimbursable Service Expenses.

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(i) AEG shall provide, as required for each Event, the following services (collectively, the “**Services**”), the expenditures for which are reimbursable by Licensee to AEG (“**Reimbursable Service Expenses**”): box office services (if any), ushers, supervisors, and receptionists; medical services for Event attendees, which services shall include ambulances, doctors, nurses, operations, supervisors, and 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; scoreboard operations; audio services; and special facilities, equipment and materials, or extra services furnished by AEG at the request of Licensee [which are set forth on Exhibit B].

(ii) AEG 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 AEG for actual costs incurred by AEG in connection with the Services as provided in Section 6 below.

6. Payment Terms.

(a) License Fee, Merchandising Fee, and Broadcast Fee. The License Fee, 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. Within **THIRTY (30)** days after AEG’s receipt of Licensee’s report delivered to AEG pursuant to Section 1(e) above, AEG shall deliver to Licensee an expense report estimate (“**Expense Report Estimate**”), setting forth AEG’s estimate of all expenses which AEG will incur in connection with the Services. Within **THIRTY (30)** days after the conclusion of an Event, AEG shall deliver to Licensee an expense report setting forth the expenses actually incurred by AEG 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 AEG 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, AEG will promptly pay to Licensee the amount of such excess. Notwithstanding anything to the contrary set forth in this Agreement, AEG’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 AEG a late charge of 1.5% per month on the unpaid balance or the maximum charge as allowable by applicable law.

(d) Security for Payment. In order to ensure the payment to AEG of any applicable fee including the License Fee, the Reimbursable Service Expenses, and any other amounts as may accrue from time to time under this Agreement, Licensee shall deliver into the custody of AEG, at least ten (10) days prior to the first Event, a certified

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check payable to AEG, performance bond, letter of credit or other security acceptable to AEG, in the amount TO BE DETERMINED BASED ON PRE-APPROVED BY LICENSE A ESTIMATE OF REIMBURSABLE SERVICES. Should Licensee fail to pay the License Fee, the Reimbursable Service Expenses, or any other amounts due to AEG in accordance with the terms of this Agreement, then AEG may apply the proceeds of said check, performance bond, letter of credit 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 AEG in this Agreement or in law or equity.

7. Revenues and Costs. AEG shall retain one hundred percent (100%) of all revenues generated in connection with parking lot fees and 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.

8. Taxes. Neither AEG nor Owner shall 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 fees, municipal 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.

9. Insurance.

(a) Licensee shall, at its own expense, secure and deliver to AEG not less than thirty (30) days prior to the first Event set forth on Exhibit A and shall keep in force at all times during the term of this Agreement:

(i) a comprehensive general liability insurance policy in form acceptable to AEG, including public liability and property damage, covering its activities hereunder, in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and One Million Dollars (\$1,000,000) for property damage, including blanket contractual liability, independent contractors, and products and completed operations. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to the following participants, legal liability activities or issues related to the Event hereunder: sporting events, high risk events (including, without limitation, rap concerts), performers, volunteers, animals, off-premise activities, and fireworks or other pyrotechnical devices;

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(ii) comprehensive automotive bodily injury and property damage insurance in form acceptable to AEG for business use covering all vehicles operated by Licensee, its officers, directors, agents and employees in connection with its activities hereunder, whether owned by Licensee, AEG, or otherwise, with a combined single limit of not less than One Million Dollars (\$1,000,000) (including an extension of hired and non-owned coverage); and

(iii) applicable workers compensation insurance for Licensee's employees, as required by applicable law.

(b) The following shall apply to the insurance policies described in clauses (i) and (ii) above:

(i) AEG and Owner shall be named as additional insureds thereunder. Not less than thirty (30) days prior to the first Event set forth on Exhibit A, Licensee shall deliver to AEG certificates of insurance evidencing the existence thereof, all in such form as AEG may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to each of AEG, **Corporate Headquarters 800 West Olympic Blvd., Suite 305. Los Angeles, CA 90015**, and Puerto Rico Convention Center, General Manager, PO Box 11188, San Juan Puerto Rico, 00910-1188 and Puerto Rico Convention District Authority, PO Box 19269, San Juan Puerto Rico, 00910-1269." If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Licensee shall deliver to AEG at least **THIRTY(30)** days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

(ii) The coverage provided under such policies shall be occurrence-based, not claims made.

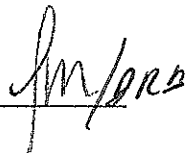
(iii) The coverage limits contained on such policies shall be on a per-occurrence basis only.

(iv) 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.

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

(d) The failure of the Licensee to provide insurance in accordance with this Section 10 shall be a breach of this Agreement and shall, notwithstanding any cure period set forth in Section 12 below, preclude the Event from taking place.

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10. Indemnification.

(a) Licensee shall indemnify, defend, and hold harmless AEG, Owner, and their respective officers, directors, agents, and employees (the "Indemnitees") from and against any and all Losses arising from (i) the matters described in Section 1(e)(iv) hereof, (ii) the matters described in Section 2(b) hereof, and/or (iii) personal or bodily injury to or death of persons or damage to the property of AEG or Owner to the extent caused by the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees.

(b) The provisions set forth in subparagraph (a) above shall survive termination or expiration of this Agreement.

11. Default, Termination and Other Remedies.

(a) Default. 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, or (iii) Licensee makes a general assignment for the benefit of creditors. AEG shall be in default under this Agreement if AEG fails to perform or fulfill any term, covenant, or condition contained in this Agreement and AEG fails to commence a cure thereof within five (5) business days after AEG has been served with written notice of such default. Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause (ii) above, 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 AEG may, in its discretion, require that such breach be cured in less than five (5) business days or immediately.

(b) Termination by Reason of Default. Upon a default pursuant to Section 11(a) hereof, the nonbreaching 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, AEG 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 AEG for the benefit of Licensee hereunder until the completion of an investigation relating to such violation.

(c) Termination by Reason of Labor Dispute. In addition to the remedies provided elsewhere in this Agreement, AEG shall have the right to terminate this Agreement in the event that a dispute occurs between Licensee and its employees or

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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, AEG 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 AEG by reason of this Agreement are unique and that AEG 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 AEG, 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(l) of this Agreement.

12. Liquidated Damages. If Licensee cancels any Event or significantly reduces the space reservation covered by this Agreement, Licensee agrees to pay to AEG the following amounts as liquidated damages and not as penalty and the parties agree that such amounts constitute a reasonable estimate and forecast of damages such cancellation or reduction of space may cause AEG and/or Owner:

(a) If Licensee cancels six (6) months or more before any Event, 50% of the Event Fee will be payable to AEG as liquidated damages.

(b) If Licensee cancels 90 calendar days or more (subject to (a) above) before any Event, 75% of the Event Fee will be payable to AEG as liquidated damages.

(c) If Licensee cancels less than 90 calendar days before any Event, 100% of the Event Fee will be payable to AEG as liquidated damages.

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

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(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 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 AEG.

(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 AEG. If approval is granted by AEG, then all monies received from such broadcast will be considered as broadcast revenues for the purpose of determining the Broadcast Fee due to AEG.

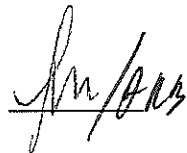
(f) Licensee shall not cause or permit beer, wine, or liquors of any kind to be sold, given away, or used upon the Facility except upon prior written permission of AEG.

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

(h) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Facility is in use. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.

(i) 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 AEG.

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(j) Licensee shall abide by and conform to all rules and regulations adopted or prescribed by AEG pursuant to a certain operating handbook, which may be amended from time to time by AEG, titled “**Event Planning Guide**”, a copy of which has been provided to Licensee and the terms of which are incorporated by reference herein.

(k) 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 AEG.

(l) 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 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 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 and other similar agencies. Licensee agrees hereby to produce evidence of such reports and payments to AEG, including evidence of compliance with the requirements of this paragraph to be provided to AEG in advance of any such Event. Provision of such evidence is a material condition of this Agreement. Licensee agrees to indemnify, defend, protect and hold harmless AEG, Owner, and all other Indemnitees (as defined in this Agreement) of and from all and all manner of Losses arising in any way from the use by Licensee of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States or any other country. The foregoing indemnity shall apply regardless of the means of publication 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, webcast, or on-line service providers, satellite or cable, and all other publication or performance means whatsoever, whether now known or developed after the date of this Agreement.

(m) Licensee shall not engage in the sale and/or distribution of food and/or beverages at the Facility.

(n) Licensee shall be entitled to limited advertising privileges. The form, content, and location of the advertising materials proposed to be used by Licensee in the facility, solely for its event, shall be subject to AEG for prior review and approval. 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 unless previously approved by AEG. Advertising and sponsor exclusivity, within certain sponsor product categories, can be granted by AEG. If a conflict in sponsors

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arises, these exclusivities will not be waived and no further consideration will be given to Licensee or Licensees sponsors. Any and all signage in Facility shall not be covered or digitally altered. AEG retains the exclusive rights to sell fixed advertising panel(s), the Facility's LED Messages, message boards and all other concourse, interior or exterior arena signage. Licensee shall have the right to sell sponsorship that is directly related to its Event, which includes certain elements such as, temporary banner signage inside event areas and supervised by AEG. Facility's LED and message board display associated with event sponsorship must be purchased by Licensee at prevailing rates and shall not conflict with any of the existing Facility sponsors. All temporary signage, message board, and LED requests must be made by Licensee in writing at least 30 days prior to the event. If the advertising is electronic, such request shall describe in detail the message content, location and nature of the advertising or sponsorship. A list of sponsors is available upon request.

(o) Any matter or action object of this Agreement that, according to the Laws, requires a public performance producer license shall be considered performed for all legal effects by the person that has been granted a public performance producer license issued by the Puerto Rico Treasury Department (a "**Government License Holder**"). Likewise, if any other license, permit, certification, authorization, accreditation, permission or endorsement, is required by reason of the matters or actions covered by this Agreement, it will be considered that they are performed for all legal effects by the Government License Holder having such license, permit, certification, authorization, accreditation, permission or endorsement. Licensee represents that he/she or the Government License Holder has all the required licenses, permits, certifications, authorizations, accreditations, permissions or endorsements required in connection with the actions or matters object of this Agreement and that the same will be readily available at the request of AEG, the Owner or the corresponding agency.

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 appraised 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

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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 AEG 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 revenue for the Event.

18. Construction of this Agreement

(a) Choice of Law and Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Puerto Rico. The parties to this Agreement acknowledge and agree that all disputes arising out of, or relating to, this Agreement and all actions to enforce it shall be governed and judged by the laws and the state courts of the Commonwealth of Puerto Rico. The parties hereby irrevocably submit to the jurisdiction of the Court of First Instance, Superior Court of San Juan, arising out of or relating to this Agreement. Insofar as permitted under the applicable law, this consent shall be self-operative and no further instrument or action shall be necessary in order to confer jurisdiction upon the parties in any court.

(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 AEG 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 an authorized officer of each of the parties hereto (which, in the case of AEG, shall include only a corporate level officer of AEG or the General Manager of AEG at the Facility). 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 TO MAKE, HAS MADE, OR WILL BE DEEMED TO HAVE MADE, ANY REPRESENTATION, WARRANTY, COVENANT, AGREEMENT, GUARANTEE, OR PROMISE WITH RESPECT TO THE FINANCIAL SUCCESS OR PERFORMANCE, AND/OR OTHER SUCCESS, OF THE EVENT. THE LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT ANY ASSESSMENT OF THE FINANCIAL SUCCESS OR PERFORMANCE, AND/OR OTHER SUCCESS, OF THE EVENT IS SOLELY THAT OF THE LICENSEE'S OWN DETERMINATION AND JUDGMENT.

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(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 AEG, 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. AEG 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, AEG 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 AEG. AEG shall be entitled to assign its rights and obligations hereunder to Owner or to any other management company retained by Owner to manage the Facility, and in such event, AEG 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 services 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

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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 AEG: AEG Management PR
PO Box 11188
San Juan, Puerto Rico 00910-1188
Attention: General Manager

If to Licensee: **Departamento de Educación**
PO Box 190759
San Juan, Puerto Rico 00919-0759
Attention: Martínez, Francisco

(d) Non-Exclusive Use. AEG 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 AEG, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, terrorist acts, strikes, labor disputes, failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, AEG is hereby released by Licensee from any damage so caused thereby.

(f) Acts and Omissions of Third Parties. Neither AEG nor Owner shall be liable in any way for any acts and/or omissions of any third party to this Agreement.

(g) Attorney's Fees. Should it become necessary for either party to enforce its rights under this Agreement, whether in suit or otherwise, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorney's fees and costs, including appeals and bankruptcy proceedings, in addition to any other relief to which the party attempting to enforce its rights hereunder may be entitled.

(h) Abandonment or Vacation of Facility. In the event that the Licensee fails, neglects or refuses to remove its property, or property of any of its subcontractors, from the authorized areas of the Facility or related parking lots and driveways promptly upon a termination for default or after the time specified for removal thereof, said property shall be deemed abandoned and the Facility shall have the right to remove, place in storage, or otherwise dispose of any such property at the sole cost and expense of Licensee.

20. Complimentary Tickets. Licensee to provide Operator/AEG with a minimum of (N/A) complimentary tickets per event. The amount of tickets will vary depending on the event.

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jm / gns

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

AEG Management PR

By: AEG Management PR

By: _____

Name: Jorge L. Perez

Title: General Manager

Date: 3/20/2019

Departamento de Educación
PO Box 190759
San Juan, Puerto Rico 00919-0759

By: _____

Name: Dr. Francisco J. Martínez Orozco

Title: Ayudante de la Secretaría de Ed

Date: 3/20/2019

*Norma J. Rolón
Directora Oficina Compras*

Initials (PRCC) _____ / _____

Initials (Licensee) _____

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EXHIBIT A TO USE LICENSE AGREEMENT
Puerto Rico Convention Center

Authorized Area	Day	Date	Time of Use	Purpose
Ballroom A, Chrysler Conference Room, Meeting Rooms:101,102,103 ,104,201,202,203 ,204,206,207,208& 209	Sunday	03/24/19	7:00 AM – 11:00 PM	Move In
Ballroom A, Halls ABC , Chrysler Conference Room, Meeting Rooms:101,102,103 ,104,201,202,203 ,204,206,207,208& 209	Monday	3/25/19	7:00 AM – 11:00 PM	Move in
Ballroom A, Halls ABC , Chrysler Conference Room, Meeting Rooms:101,102,103 ,104,201,202,203 ,204,206,207,208& 209	Tuesday	3/26/19	7:00 AM – 9:00 PM	Event Day
Ballroom A, Halls ABC , Chrysler Conference Room, Meeting Rooms:101,102,103 ,104,201,202,203 ,204,205,210 & 211	Wednesday	3/27/19	7:00AM – 9:00PM	Event Day
Ballroom A, Halls ABC , Chrysler Conference Room, Meeting Rooms:101,102,103 ,104,201,202,204, 205,210 & 211	Wednesday	3/27/19	9:00PM – 11:00PM	Move Out

**Loading Dock Hours are 7:00am to 11:00pm (Move in, Event and Move out)
 Charges may apply for additional time/hours required.

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[Handwritten Signature]

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EXHIBIT B TO USE LICENSE AGREEMENT

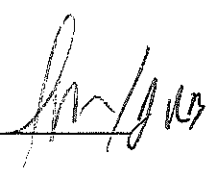
Puerto Rico Convention Center

1. Additional Reimbursable Service Expenses. At the request of Licensee, the following special facilities, equipment, materials, and extra services will be furnished by AEG for the Event: Departamento de Educación / Departamento de Educación - convencion ocupacional

2. Payment of License Fee, Merchandising Fee, and Broadcast Fee.

(a) Fixed License Fee: The fixed License Fee set forth in Section 5(a) above shall be paid in accordance with the following schedule:

<u>Installments value</u>	<u>Payment Due Date</u>
\$129,784.00	Upon Signature of Contract
\$ 129,784.00	

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