Public Records Request #3733

The following materials have been gathered in response to public records request #3733. These materials include:

- Framework Agreement for the 2020 Republican National Convention
- 2020 Republican National Convention Arena License Agreement

This information was provided as a response to a public records request on 6/8/20 and is current to that date. There is a possibility of more current information and/or documents related to the stated subject matter.

Further Information

For further information about this request or the Citywide Records Program, please contact:

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FRAMEWORK AGREEMENT

FOR

THE 2020 REPUBLICAN NATIONAL CONVENTION

THIS FRAMEWORK AGREEMENT FOR THE 2020 REPUBLICAN NATIONAL CONVENTION (this "**Agreement**"), dated July 20, 2018 (the "**Effective Date**") is by and among (a) **CLT HOST 2020, INC.**, a nonprofit corporation organized under the laws of the State of North Carolina (the "**Host Committee**"); (b) the **REPUBLICAN NATIONAL COMMITTEE**, an unincorporated political committee organized in the District of Columbia with its principal offices located at 310 First Street, S.E., Washington, D.C. 20003, and inclusive of any committee or organization formed by the Republican National Committee to act as its agent for purposes of arranging and managing the Convention (the "**RNC**"); (c) the **CITY OF CHARLOTTE, NORTH CAROLINA**, a municipal corporation of the State of North Carolina, with its principal offices located at City Hall, 600 East Fourth Street, Charlotte, NC 28202 (collectively, with all divisions, departments and agencies thereof, the "**City**"); (d) the **CHARLOTTE REGIONAL VISITORS AUTHORITY**, a political subdivision of the City, with its principal offices located at 501 South College Street, Charlotte, NC 28202 (the "**CRVA**"); and (e) the **COUNTY OF MECKLENBURG, NORTH CAROLINA**, a political subdivision of the State of North Carolina, with its principal offices located at City Hall, 600 East Fourth Street, Charlotte, NC 28202 (collectively, with all divisions, departments and agencies thereof, the "**County**"). (Each of the above is sometimes referred to as a "**Party**" or collectively as the "**Parties.**")

WITNESSETH:

WHEREAS, the RNC desires that Charlotte, North Carolina serve as the site of the 2020 Republican National Convention (the "**Convention**"); and

WHEREAS, the Host Committee desires that the City serve as the site of the Convention and in connection therewith the Host Committee desires to provide or cause to be provided certain facilities, goods, equipment, and services, and to undertake certain obligations on behalf of the RNC in this Agreement; and

WHEREAS, the Host Committee has obtained the support of the City, the County, the CRVA, and certain other entities to support the Host Committee in serving as the host for the Convention; and

WHEREAS, the City's Mayor and Charlotte City Council have acknowledged that the Convention will improve and expand the City's economy and the economy of the region; and

WHEREAS, the County has acknowledged that the Convention will improve and expand the economy of the County; and

WHEREAS, Charlotte Arena Operations, LLC (the "**Hornets**") possesses the exclusive right to license that certain facility known as the Spectrum Center, located at 333 East Trade Street, Charlotte, NC 28202 (the "**Convention Arena**"); and

WHEREAS, CRVA possesses the exclusive right to license those certain facilities known as (a) the Charlotte Convention Center, located at 501 South College Street, Charlotte, NC 28202 ("**Charlotte Convention Center**"), (b) the NASCAR Hall of Fame, located at 400 East M.L.K. Jr. Boulevard, Charlotte, NC 28202 ("**NASCAR Hall of Fame**"), (c) the Bojangles' Coliseum, located at 2700 East Independence Boulevard, Charlotte, NC 28205 ("**Bojangles' Coliseum**") and (d) Ovens Auditorium, located at 2900 East Independence Boulevard, Charlotte, NC 28205 ("**Ovens Auditorium**"); and

WHEREAS, Speedway Motorsports, Inc. possesses the exclusive right to license that certain facility known as Charlotte Motor Speedway, located at 5555 Concord Parkway South, Concord, NC 28027 ("**CMS**"); and

WHEREAS, the City possesses the exclusive right to license that certain facility known as the Charlotte Transit Center, located at 310 East Trade Street, Charlotte, NC 28202 ("**Charlotte Transit Center**"); and

WHEREAS, the Host Committee intends to make available to the RNC the Convention Arena, the Charlotte Convention Center, the NASCAR Hall of Fame, Bojangles' Coliseum, Ovens Auditorium, CMS and Knights Stadium as venues for the Convention and uses related thereto; and

WHEREAS, the Parties wish to set out their respective duties and obligations to one another in connection with the Convention;

NOW, THEREFORE, in consideration of (a) the RNC's selection of the City and the County as the site for the Convention, and (b) the mutual covenants contained herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1.
DEFINITIONS

Section 1.1 Defined Terms. In addition to the terms defined in the foregoing recitals, the following words and phrases, as used in capitalized form, in this Agreement, whether singular or plural, have the respective meanings set forth below:

"**ADA**" means the Americans with Disabilities Act, 42 U.S.C. § 12181 *et seq.* (as amended from time to time).

"**Additional Costs**" has the meaning set forth in Section 7.7(a).

"**Agreement**" has the meaning set forth in the Preamble hereof.

"**Ancillary Facilities**" means those City Licensed Facilities or CRVA Licensed Facilities (other than the Convention Complex) selected by the RNC for the purpose of (a) conducting meetings of various committees related to the Convention and (b) engaging in other business and other activities related to the Convention.

"**Bojangles' Coliseum**" has the meaning set forth in the Recitals hereof.

"**Budget**" has the meaning set forth in Exhibit A.

"**Caldwell Parking Lot**" has the meaning set forth in Section 5.1(e).

"**Charlotte Convention Center**" has the meaning set forth in the Recitals hereof.

"**Charlotte Transit Center**" has the meaning set forth in the Recitals hereof.

"**City**" has the meaning set forth in the Preamble hereof.

"**City Attorney's Office**" has the meaning set forth in Section 9.3(b).

"**City Cooperation and Assistance Agreements**" has the meaning set forth in Section 7.4(f).

"**City Licensed Facilities**" has the meaning set forth in Section 4.1(a)(iii).

"**City Telecom Assets and Services**" has the meaning set forth in Section 7.5(a).

"**City/County Indemnitees**" has the meaning set forth in Section 10.1.

"**CMS**" has the meaning set forth in the Recitals hereof.

"**Convention**" has the meaning set forth in the Recitals hereof.

"**Convention Arena**" has the meaning set forth in the Recitals hereof.

"**Convention Complex**" means, collectively: (a) the Convention Arena; (b) the News Media Work Space; (c) the RNC office space; (d) the Charlotte Transit Center; and (e) all additional property required by the U.S. Secret Service to be incorporated into the secured perimeter as determined by the Security Plan.

"**Convention Facilities**" means the Convention Complex and all offices, hotel space and hospitality space provided by the Host Committee in connection with the Convention.

"**Convention Funds**" has the meaning set forth in Section 3.2(a).

"**Convention Period**" means the twelve (12) day period, as determined by the RNC on or before September 15, 2018 (or such later date as mutually agreed to by the City and the RNC in writing) either (i) beginning at 12:01 a.m. Local Time on July 12, 2020, or later and ending at 11:59 p.m. Local Time on July 23, 2020; or (ii) beginning at 12:01 a.m. Local Time on August 16, 2020, or later and ending at 11:59 p.m. Local Time on August 27, 2020; or (iii) beginning at 12:01 a.m. Local Time on August 23, 2020, or later and ending at 11:59 p.m. Local Time on September 3, 2020. Upon notice by the RNC on or before December 1, 2019, the Convention Period may begin up to seven (7) days before or after the start date set forth in this definition, provided that the duration of the Convention Period shall not exceed twelve (12) days unless extended pursuant to Section 3.1(b).

"**Convention Period Extension**" has the meaning set forth in Section 3.1(b).

"**County**" has the meaning set forth in the Preamble hereof.

"**County Attorney's Office**" has the meaning set forth in Section 9.5(b).

"**CRVA**" has the meaning set forth in the Preamble hereof.

"**CRVA Licensed Facilities**" has the meaning set forth in Section 5.1(f).

"**Customary Facility Services**" means all electrical (*e.g.*, for overhead lighting, vertical transportation, household wall outlets) and other power, air conditioning, heating, ventilation, air condition (HVAC), water, toilets and restroom facilities, telephone, general cleaning/janitorial services, trash and

recycle removal, basic security, box office services, and medical assistance necessary to the operation and occupation of a subject facility.

"**Effective Date**" has the meaning set forth in the Preamble hereof.

"**EMS Services**" means the emergency medical services specified under the Security Plan.

"**Essential City Services**" means the services provided in the ordinary course of business by the City or its affiliates, including, but not limited to, police, fire, emergency medical services, traffic control, trash removal and sanitation, on a scale necessary to host the Convention.

"**Guest Experience Package**" means the comprehensive package of amenities and experiences for all attendees to the Convention and other Convention attendees, including, without limitation, the welcoming party or ceremony, welcoming activities, delegate receptions, special events, decorations, and volunteer support that the Host Committee shall provide on behalf of the Convention.

"**Hard Assets**" has the meaning set forth in Section 7.7(a).

"**Hornets**" has the meaning set forth in the Recitals hereof.

"**Host Committee**" has the meaning set forth in the Preamble hereof.

"**Insurance Coverages**" has the meaning set forth in Section 10.3.

"**Insured Parties**" has the meaning set forth in Section 10.4.

"**Knights Stadium**" means the facility known as BB&T Ballpark, located at 324 South Mint Street, Charlotte, North Carolina 28202.

"**Law Enforcement Conduct**" has the meaning set forth in Section 10.1.

"**Lead Local Agency**" has the meaning set forth in Section 6.1(b).

"**License Period**" means the Convention Period plus additional lead-up time in advance of the Convention Period, which shall be three (3) days, and one (1) day following the conclusion of the Convention Period, unless a longer or shorter period is either (i) provided in this Agreement or (ii) agreed to in writing by the Host Committee and applicable licensor for a particular facility by the Release Date.

"**Local Time**" means local time in Charlotte, North Carolina.

"**Losses**" has the meaning set forth in Section 10.1.

"**Metropolitan Area**" means the Charlotte/Mecklenburg metropolitan area.

"**NASCAR Hall of Fame**" has the meaning set forth in the Recitals hereof.

"**News Media Work Space**" shall mean the Convention Arena, Charlotte Transit Center, the Charlotte Convention Center, and/or other Ancillary Facility as chosen by the RNC (provided that such location can reasonably be included within the secured perimeter established by the Security Plan or within a reasonable distance thereof), or some combination of such facilities, as decided by the RNC in its sole discretion, as well as all parks and parking lots owned or controlled by the City or County that surround such facilities and including auxiliary areas for trailer parking and satellite truck parking.

"**Official Convention Event**" means each event, activity, or meeting sponsored by the RNC or the Host Committee, which events, activities and meetings are associated with but do not comprise the Convention.

"**Official Convention Event Venue**" means each venue designated by the RNC to be used to carry out Official Convention Events.

"**Ovens Auditorium**" has the meaning set forth in the Recitals hereof.

"**Party**" or "**Parties**" has the meaning set forth in the Preamble hereof.

"**Reimbursable Costs**" means costs the City reasonably deems necessary to meet its obligations under this Agreement, excluding those ordinary costs of providing services which the City would otherwise reasonably incur if the Convention were not held in the City.

"**Release Date**" means the earlier of: (i) January 31, 2019, or (ii) the date on which the Host Committee notifies the City that the RNC does not intend to use a City Licensed Facility or CRVA Licensed Facility pursuant to the terms hereof.

"**RNC**" has the meaning set forth in the Recitals hereof.

"**RNC Indemnitees**" has the meaning set forth in Exhibit B.

"**Security Grant**" has the meaning set forth in Section 7.7(a).

"**Security Plan**" has the meaning set forth in Section 7.4(a).

"**Special Event**" means an event or activity sponsored by an entity or organization other than the RNC or the Host Committee, which event or activity is associated with but does not comprise the Convention.

"**Special Event Venue**" means each venue that may be used under this Agreement to carry out Special Events.

"**Technology and Telecommunications Plan**" has the meaning set forth in Section 7.5(a).

"**Traffic Control Plan**" has the meaning set forth in Section 7.6(a).

"**Transit Center License Period**" has the meaning set forth in Section 4.1(a)(i).

"**Transportation Plan**" has the meaning set forth in Section 8.5.

"**Uptown Charlotte**" means the central business district of Charlotte, North Carolina.

ARTICLE 2.
THE CONVENTION & HOST COMMITTEE

Section 2.1 Convention to be Held in the City. The City hereby agrees that, provided the RNC holds the Convention in the City during the Convention Period, the City shall support the Convention as set forth herein. The County hereby agrees that, provided the RNC holds the Convention in the County during the Convention Period, the County shall support the Convention as set forth herein. The CRVA hereby agrees that, provided the RNC holds the Convention in the County during the Convention Period, the CRVA shall support the Convention as set forth herein.

Section 2.2 The Host Committee. The Host Committee has been established to perform and provide support, hospitality, and welcoming functions in connection with the Convention. The Host Committee agrees that, provided the RNC holds the Convention in the City and the County during the Convention Period, the Host Committee shall support the Convention as set forth herein.

ARTICLE 3.
NATURE OF OBLIGATIONS OF THE PARTIES

Section 3.1 Obligations of the RNC.

(a) *Convention*. The RNC agrees to hold the Convention in Charlotte, North Carolina during the Convention Period.

(b) *Extension of the Convention Period*. In the event that the RNC, despite its best efforts, is not able to complete the Convention within the time period stated in the definition of "Convention Period," the Parties will use their reasonable best efforts to extend the Convention Period for those facilities and with respect to those services that are essential to continue the Convention until the Convention adjourns *sine die* (the "**Convention Period Extension**"). All time references in this Agreement shall refer to such time in the City. A Convention Period Extension may also occur by the mutual written consent of all Parties.

Section 3.2 Obligations of the Host Committee. The Host Committee agrees to host the Convention in the City and the County and to fully and timely perform all of its obligations set forth in this Agreement and to use best efforts to assist the City, the County and the CRVA in performing their respective obligations under this Agreement.

(a) *Convention Funds*. With the exception of the Security Grant, the Host Committee shall be solely responsible for raising the sum of all necessary funds (the "**Convention Funds**") to account for all costs and expenses it incurs in hosting the Convention, all pursuant to a budget (and schedule) to be further discussed and agreed between the RNC and the Host Committee. In addition, the Host Committee agrees that it shall obtain as security for its obligations hereunder a letter of credit or other security guaranty satisfactory to the RNC with respect to any shortfall in its fundraising efforts on behalf of the Convention. The form, terms and amount of such security shall be as further agreed solely between the RNC and the Host Committee. For the avoidance of doubt, neither the RNC, the City, the County, nor the CRVA shall be responsible for raising the Convention Funds or paying for the Host Committee's obligations, which shall be the sole responsibility of the Host Committee.

(b) *Additional Non-Financial Obligations*. For a period of six (6) months from the Effective Date, the Host Committee and the RNC shall negotiate in good faith to reach agreement on the additional non-financial obligations of the Host Committee to the RNC, including such provisions as the RNC shall require for the provision of office space; administration; parking; access to key venues; security;

transportation; and other matters necessary or appropriate to host the Convention. A non-exclusive list of the key Host Committee obligations, to be more fully defined and agreed between the Host Committee and the RNC, is set forth on Exhibit A hereto. During such six (6) month period, the Host Committee shall also work to obtain such other contracts and instruments as may be requested by the RNC for the Convention, including access to the Convention Arena, Knights Stadium and CMS, as well as such other venues as the RNC may request.

(c) *Use of Union Labor.* To the extent permitted by law, to the extent, if any, such labor is available in the region, and except as otherwise expressly agreed by the RNC, all services, goods, equipment, supplies and materials to be provided or procured by the Host Committee hereunder shall be performed or supplied by firms covered by current union collective bargaining agreements with the unions which have jurisdiction for the work or services to be performed.

(d) *Labor Agreement.* The Host Committee agrees that it will, within one (1) year of the Effective Date, as necessary or appropriate conclude and execute with unions of potential jurisdiction in the Metropolitan Area an agreement obligating the Host Committee to utilize firms employing or contracting with members of those unions to the maximum extent feasible and obligating the unions to refrain from supporting, participating in or sanctioning any strike, sympathy strike, walkout, work stoppage or other labor action that would interfere with or delay work necessary to put on the Convention, or engage in hand-billing or picketing (including, but not limited to, informational picketing) at the Convention Facilities.

(e) *Outreach Efforts.* The RNC and the Host Committee recognize the importance of supporting local businesses (including women, and minority-owned or other historically underutilized businesses) in contracting for goods and services for the Convention and shall take same into account in fulfilling their respective obligations in this Agreement. To that end, the Host Committee shall make every reasonable effort to identify and solicit bids from businesses of various sizes owned by minorities, women and persons with disabilities, as contractors and as employees, involved in the performance of the responsibilities of the Host Committee hereunder. The Host Committee agrees to develop and implement a comprehensive community outreach plan within one (1) year (or earlier if possible) of the Effective Date.

(f) *Contracting Goals.* The Host Committee and the RNC will use their reasonable best efforts to ensure that, of the aggregate dollar value of all contracts for goods, equipment, services and supplies entered into by the Host Committee pursuant to this Agreement, a significant portion of such contracts will be awarded to minority-owned, women-owned, and persons with disabilities owned business enterprises

(each as categorized in accordance with the vendor directory prepared pursuant to Section 3.2(g)). To accomplish this, the Host Committee will consult with the City's Charlotte Business INClusion Program, and with appropriate representatives of the minority-owned, women-owned and persons with disabilities owned business community to help determine the best way to accomplish these goals. The Host Committee agrees to identify and track contracts awarded to businesses owned by minorities, women, and persons with disabilities and to report on such to the RNC on a regular basis.

(g) *Vendor Directory*. Within one (1) year of the Effective Date, the Host Committee will provide (if already prepared), or cause to be prepared, an online directory for use by the RNC and others obtaining goods, equipment, services and supplies in connection with the Convention, which shall include as a line item local businesses owned by minorities, women and persons with disabilities, and shall be updated quarterly beginning in October 2019.

Section 3.3 Obligations of the City. The City hereby agrees to perform all of its obligations as set forth in this Agreement.

Section 3.4 Obligations of the County. The County hereby agrees to perform all of its obligations as set forth in this Agreement.

Section 3.5 Obligations of CRVA. The CRVA hereby agrees to perform all of its obligations as set forth in this Agreement.

ARTICLE 4.
LICENSE OF FACILITIES BY CITY

Section 4.1 Grant of License to City Licensed Facilities.

(a) *City Licensed Facilities*.

(i) The City grants to the Host Committee, for the exclusive benefit and use of the Host Committee and the RNC, during the six (6) day period beginning at 3:00 a.m. Local Time on the Saturday prior to the day the Convention starts and ending at 11:59 p.m. Local Time on the day the Convention ends, and during such additional time before and after the Convention as may be required by the U.S. Department of Homeland Security or its subsidiary agencies and divisions, including the U.S. Secret Service, (the "**Transit Center License Period**"), an exclusive license to access, occupy and use the Charlotte Transit Center in conjunction with the Security Plan, the Transportation Plan, as a portion of the News Media Work Space, or for other purposes, including but not limited to storage and parking in

connection with the Convention. The Host Committee will pay the City the cost to relocate Charlotte Transit Center operations to the extent such cost is not covered by the Security Grant. The City agrees that the Host Committee and the RNC, subject to the approval of the RNC in all respects, shall have the right to hang signs in the Charlotte Transit Center and bring in equipment and displays. If the City consents to the Host Committee making modifications to the Charlotte Transit Center pursuant to Section 4.1(b), then the Host Committee shall have the option, by written notice to the City to extend the Transit Center License Period to 3:00 a.m. Local Time two (2) days before the Transit Center License Period would otherwise start and ending at 11:59 p.m. Local Time on the day after the Convention ends. By the end of the Transit Center License Period, the Host Committee shall return the Charlotte Transit Center to its original condition at the time the Host Committee took possession, normal wear and tear excepted. To the extent necessary, the City shall secure such waivers, consents, amendments or releases, or take any and all necessary steps so that the City can provide the Host Committee with all of the benefits of this Section 4.1(a) without interference.

(ii) *Parking Lot.* During the Convention Period and at all other times as may be set forth in the Security Plan, the City shall hold for the exclusive use of the RNC and such other persons as the RNC or the Host Committee shall authorize the parking lot identified as Parcel 1 on Exhibit C, subject to standard fees and other standard terms required by the City for the use of City facilities. If the RNC notifies the City at least ninety (90) days before the beginning of the Convention Period that the use of Parcel 1 is not required, the right to such use will be released, and neither the RNC nor the Host Committee will incur any fees thereto.

(iii) The facilities described in Sections 4.1(a) and (b) are referred to as the "**City Licensed Facilities**." The licenses granted by the City under this Section 4.1 expressly include the right to sublicense such facilities to the RNC or any affiliate of the RNC.

(b) To the extent that the City Licensed Facilities need to be changed, constructed or equipped in any way for a Convention-related purpose, the Host Committee, at its cost, shall perform the work or obtain any equipment necessary, provided that no modifications to the City Licensed Facilities will be made without the City's prior written consent, which the City may grant or deny in its sole discretion. Any such changes or construction to the City Licensed Facilities shall be in compliance with applicable building codes, and any such construction shall be of such nature that the City Licensed Facilities can be surrendered in the same condition as existed prior to the Convention, reasonable wear and tear except, unless the City agrees in writing that any such construction or change shall be left intact.

Section 4.2 City Access to Convention Complex. Notwithstanding the rights granted to the Host Committee for the benefit of the RNC under Section 4.1, the Host Committee shall provide the City with reasonable access to the Convention Complex for the performance of any of its obligations hereunder. The Host Committee agrees that in no event shall authorized employees of the City be prevented from performing and carrying out their governmental functions and purposes; or responding to any police, fire, or medical emergency, in, at, or around the Convention Complex (including, without limitation, all areas designated as limited access by the RNC) or responding to any public safety or security situation of the City.

Section 4.3 Damage to or Destruction of City Licensed Facilities. In the event of any partial destruction or injury to any City Licensed Facility, the City shall, without charge to the RNC or the Host Committee, cause the damaged facility or facilities to be repaired on an urgent and priority basis so as to afford access thereto and use thereof as contemplated by this Agreement unless (a) such destruction or injury is caused by the negligence of the Host Committee or the RNC in which case the costs of such repair shall be paid for by the Host Committee, or (b) the extent of the damage site renders it economically impracticable to repair the City Licensed Facility.

ARTICLE 5.
LICENSE OF FACILITIES BY CRVA

Section 5.1 Grant of License to CRVA Licensed Facilities. The CRVA agrees to provide the Host Committee, for the benefit of the RNC, with licenses to access, occupy and use the following facilities during the License Period on the dates specified below as to each venue, subject to the terms and conditions hereof:

(a) *Charlotte Convention Center*. The CRVA grants to the Host Committee, for the exclusive benefit and use of the Host Committee and the RNC, an exclusive license to access, occupy and use the Charlotte Convention Center as an Official Convention Event Venue, News Media Work Space, or Ancillary Facility on a rent-free basis or Special Event Venue with payment of the CRVA's standard fees and charges for use of the facility, or any combination of the above, for the period, in the areas and under the terms and conditions set forth in a Charlotte Convention Center license agreement between the Host Committee and the CRVA. Access within the Charlotte Convention Center will be restricted to areas available to the public generally when the facility is open for operating, except as required by the Security Plan.

(b) *NASCAR Hall of Fame*. The CRVA grants to the Host Committee, for the exclusive benefit and use of the Host Committee and the RNC, an exclusive license to access, occupy and use the NASCAR Hall of Fame as an Official Convention Event Venue, Ancillary Facility, or Special Event Venue with payment of the CRVA's standard fees and charges for use of the facility for the period set forth in Section 5.1(h), pursuant to a standard venue license agreement, provided that the Host Committee shall notify the CRVA if all or any portion of NASCAR Hall of Fame will not be used on any of such day(s) by the Release Date. Host Committee acknowledges that the NASCAR Hall of Fame is a cultural museum and that the Host Committee, the RNC or any sublicensee of either may not change, alter, relocate, handle or modify any artifact or exhibit in the museum. Access within the NASCAR Hall of Fame will be restricted to areas available to the public generally when the facility is open for operation, except as required by the Security Plan.

(c) *Bojangles' Coliseum*. The CRVA grants to the Host Committee, for the exclusive benefit and use of the Host Committee and the RNC, an exclusive license to access, occupy and use the Bojangles' Coliseum as an Official Convention Event Venue, Ancillary Facility, or Special Event Venue with payment of the CRVA's standard fees and charges for use of the facility for the license period set forth in Section 5.1(h), pursuant to a standard venue license agreement, provided that the Host Committee shall notify the CRVA if all or any portion of Bojangles' Coliseum will not be used on any of such day(s) by the Release Date. Access within the Bojangles' Coliseum will be restricted to areas available to the public generally when the facility is open for operating, except as required by the Security Plan.

(d) *Ovens Auditorium*. The CRVA grants to the Host Committee, for the exclusive benefit and use of the Host Committee and the RNC, an exclusive license to access, occupy and use Ovens Auditorium as an Official Convention Event Venue, Ancillary Facility, or Special Event Venue with payment of the CRVA's standard fees and charges for use of the facility for the license period set forth in Section 5.1(h), pursuant to a standard venue license agreement, provided that the Host Committee shall notify the CRVA if all or any portion of Ovens Auditorium will not be used on any of such day(s) by the Release Date. Access within Ovens Auditorium will be restricted to areas available to the public generally when the facility is open for operating, except as required by the Security Plan.

(e) *Caldwell Parking Lot*. The CRVA agrees to work in good faith with the Host Committee to make available as much of the parking lot areas as possible in the parking area located at the corner of Caldwell Street and Stonewall Street (the "**Caldwell Parking Lot**"), based on the CRVA's reasonable determination of the CRVA's needs for the parking spaces, including operational and construction needs.

(f) The facilities described in Sections 5.1(b)–(d) are referred to collectively as (the "**CRVA Licensed Facilities**").

(g) The licenses granted by the CRVA under this Section 5.1 expressly include the right to sublicense such facilities to the RNC or any affiliate of the RNC.

(h) The license period for the CRVA Licensed Facilities will be from 12:01 a.m. Local Time on the Friday before the candidate acceptance speech during the Convention through 12:01 p.m. Local Time on the following Friday, with a move-in period of three (3) days and a move-out period of one (1) day. The Host Committee shall notify the CRVA in writing if it intends to use a CRVA Licensed Facility on or before the Release Date. In addition, the Host Committee shall notify the CRVA in writing if it intends to use any part of the Caldwell Parking Lot at least ninety (90) days before the beginning of the Convention Period.

(i) To the extent that the CRVA Licensed Facilities need to be altered on a non-construction basis or equipped in any way, the Host Committee, at its cost, shall perform the work or obtain any equipment necessary. Any such changes to the CRVA Licensed Facilities shall not be structural or require the removal or relocation of any building structure or fixtures, shall be in compliance with applicable building codes, and any such changes shall be of such nature that the CRVA Licensed Facilities can be and will be surrendered in the same condition as existed prior to the Convention, unless the CRVA agrees in writing that any such change shall be left intact.

ARTICLE 6.
OBLIGATIONS OF THE COUNTY

Section 6.1 Obligations of the County. The County hereby agrees that, provided the RNC holds the Convention in the City during the Convention Period, the County shall support the Convention as set forth below:

(a) *Permitting.* The County agrees to fully cooperate in all aspects with the City, the Host Committee, the RNC and their respective advisors and consultants to make appropriate County personnel available to assist in the planning process, and in obtaining all requisite licenses, permits, consent, inspections, and similar approvals necessary to host the Convention. The County shall use best efforts to expedite the review and approval process for any permitting matters, including without limitation, special event permits, zoning or other variances, inspections, design reviews, licenses or other approvals to the extent necessary to permit the design, construction, installation, demolition, removal and restoration activities, and logistical movements, to be undertaken in connection with the Convention. The County and

City shall provide a joint collaborative permitting process to serve the Host Committee and the RNC with respect to such permitting matters. The County shall designate an appropriate County official to serve as principal point of contact for the Host Committee and the RNC with respect to such permitting matters.

(b) *Dedication of Resources*. The County, at its own expense, will dedicate available resources and engage, including to the degree reasonable and possible for the services of the Mecklenburg County Sheriff's Office, to assist with security and related law enforcement and protective services required during the License Period and will cooperate fully with the City, by and through the Charlotte-Mecklenburg Police Department, which has been designated as the lead local agency (the "**Lead Local Agency**"). The Parties recognize and agree that the Mecklenburg County Sheriff is a separate elected official and that Convention-related costs incurred by the Mecklenburg County Sheriff's Office at the Lead Local Agency's request will be subject to reimbursement under the Security Grant on the same basis as those of other law enforcement agencies through a Cooperation and Assistance Agreement between the Mecklenburg County Sheriff's Office and the Lead Local Agency. The County agrees to use its best efforts to obtain the assistance of the Mecklenburg Sheriff as necessary in hosting the Convention.

(c) *Certain Activities*. Except in response to an emergency situation, the County shall not initiate, and will take necessary steps to impose, prevent, or restrict any and all projects or activities funded or otherwise controlled by the County that would materially impair or otherwise materially and negatively impact or encumber the facilities, assets, roads, sidewalks, or major routes or paths of ingress or egress, or public spaces in or near Uptown Charlotte to the extent that such projects or activities will not be wholly completed by May 31, 2020. The Host Committee shall provide the County with reasonable access to the Convention Complex for the performance of any of its obligations hereunder. The Host Committee agrees that in no event shall authorized employees of the County be prevented from performing and carrying out their governmental functions and purposes; or responding to any fire, or medical emergency, in, at, or around the Convention Complex (including, without limitation, all areas designated as limited access by the RNC) or responding to any public safety or security situation of the City.

(d) *Public Records Requests*. The County agrees that in the event a third party makes a public records request at any time after August 31, 2018 and prior to November 1, 2020 for documents regarding the activities of the RNC or Host Committee, including any communications between the County and the officers of the Host Committee, the County shall use reasonable efforts to provide the Host Committee and the RNC with reasonable written notice of such request. For the avoidance of doubt, such notice is not required to occur prior to the release of such documents.

(e) *Parks and Parking Lots.* The County agrees to work in good faith with the Host Committee to make available as much of the county owned parking lot areas as possible in the surface parking lots identified in Exhibit D based on the County's reasonable determination of the County's needs for the parking spaces, including business and operational needs. Further, unless otherwise required by business or operational needs of the County, during the Convention Period, and at all other times as may be set forth in the Security Plan, the County shall work in good faith to hold for the exclusive use of the RNC and such other persons as the RNC or the Host Committee shall authorize the parks and parking lots set forth in Exhibit D, subject to such standard fees and other standard terms and use required by the County for the use of County facilities. The foregoing notwithstanding, the County agrees to grant the RNC and Host Committee a right of first refusal for the use of any County park identified in Exhibit D for the Convention Period outlined herein. If the RNC notifies the County at least ninety (90) days before the beginning of the Convention Period that such use is not required, then the right to such use will be released, and neither the RNC nor the Host Committee will incur any fees thereto.

(f) *Damage.* In the event of any partial destruction or injury to any County property under use pursuant to this Agreement, beyond normal and customary use, the Host Committee shall either cause the damaged property to be repaired and restored to standard contemplated prior to access thereto and use thereof as contemplated by this Agreement or pay the County for the actual out-of-pocket cost of the repair at the County's discretion unless such destruction or injury is caused by the negligence of the County in which case the costs of such repair shall be paid for by the County unless the extent of the damage site renders it economically impracticable to repair the designated property.

ARTICLE 7.
PROVISION OF SERVICES BY THE CITY

Section 7.1 Permitting. Except as otherwise provided in this Agreement, the Host Committee agrees to secure from the City all appropriate authority, including, without limitation, licenses, permits, and similar consents and grants, including the payment of the City's standard permit fees, required for the Convention Complex and the Official Convention Event Venues. The City agrees to fully cooperate in all respects with the County, the Host Committee, the RNC and their respective advisors and consultants and to make appropriate City personnel available to assist in the planning process, and in obtaining all requisite licenses, permits, consents, inspections, and similar approvals necessary to host the Convention. The City shall use best efforts to expedite the review and approval process for any and all permitting matters, including, without limitation, special event permits, zoning or other variances, inspections, design reviews, licenses or other approvals to the extent necessary to permit the design, construction, installation,

demolition, removal and restoration activities, and logistical movements, to be undertaken in connection with the Convention. The City and County shall provide a collaborative joint permitting process to serve the Host Committee and the RNC with respect to such permitting matters. The City hereby agrees to designate appropriate City officials to serve as the: (a) principal point of contact for the Host Committee and the RNC with respect to such permitting matters and (b) primary City contact for all matters related to the Convention.

Section 7.2 Provision of Services Generally. Subject to the terms and conditions hereof, the City shall supply Essential City Services in and around the Convention Complex and shall supply both Customary Facility Services and Essential City Services in and around the City Licensed Facilities.

Section 7.3 Emergency Medical Services. Subject to the terms and conditions hereof, the City shall provide or cause to be provided in conjunction with the County, the following EMS Services:

(a) first aid stations in or around the Convention Complex in such number and at such locations, with such staff as necessary to service a special event of the size and nature of the Convention;

(b) emergency medical services on a 24-hour basis throughout the Convention Period for the benefit of the Convention, and the City shall, in consultation with the Host Committee and the RNC, determine the number and location of any such emergency medical services personnel and the scope of such emergency medical services;

(c) such other services as required by an emergency medical plan prepared by the City in consultation with the Host Committee and the RNC, which shall be implemented in coordination with the Host Committee and the RNC; and

(d) such other services as required by the Security Plan.

Section 7.4 Security and Related Protective Services.

(a) *Security Plan.* During the Convention Period, the City will provide police, fire, security, bomb disposal, EMS Services and emergency and rescue services in and around the Convention Complex and at all official Convention-related meetings and activities in the Metropolitan Area as designated in a security plan developed by the City in consultation with the Host Committee and the RNC, and in cooperation with the U.S. Department of Homeland Security and its subsidiary agencies and divisions, including the U.S. Secret Service, and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies ("**Security Plan**"), provided that the Host Committee will

provide: (i) private security within the Convention Arena to assist in securing property, equipment and supplies prior to and after the Convention Period; (ii) such safes and secured storage facilities as needed for RNC equipment; (iii) such alarm systems, photo identification / digital access systems and package scanners as may be needed for the Convention offices; and (iv) such other facilities, equipment, software, staff and resources as may be required under this Agreement. The City will provide such personnel in sufficient numbers and manner as are needed, as set forth in the Security Plan, to keep order and provide for the safety of all persons at the Convention Complex and attending Convention-related activities in the Metropolitan Area. The City specifically agrees to increase its usual complement of such personnel or enter into such inter-jurisdictional mutual assistance arrangements pursuant to the Security Plan. Without limiting the generality of the foregoing, the City shall, during the Convention Period, provide:

(i) police escorts for all RNC personnel delivering credentials to state delegations at their respective hotels;

(ii) armed security patrols for each of the Convention operating offices for credentialing, transportation, media and staging from the date each such office is open for operations through and including the last day of the Convention Period;

(iii) armed security patrols for any parking lot or transportation staging area in which RNC-owned or operated vehicles are stored in bulk, throughout the period of such storage;

(iv) security barriers (other than the barrier around the secured perimeter of the Convention Complex, which will be provided by the Secret Service);

(v) ingress and egress enforcement (provided that the RNC is responsible for issuing credentials);

(vi) security at City Licensed Facilities and CRVA Licensed Facilities;

(vii) scanning of mail for RNC offices in Charlotte, North Carolina;

(viii) security at the Convention-related hotels in the Metropolitan Area during the Convention Period; and

(ix) special security protection for delegates and other dignitaries to be identified in accordance with the Security Plan.

(b) *Equipment.* As part of and as provided in the Security Plan, the City agrees to provide installation and operation of magnetometers, hand scanners, package scanners/x-ray machines and such other equipment as may be indicated, in accordance with reasonable and customary industry standards, to secure properly all agreed points of entry to the Convention Complex, and personnel necessary to set up, operate and maintain these systems, sufficient to provide for the orderly and expeditious ingress and egress of all Convention attendees into the Convention Complex, during the Convention Period and during a period of time prior to the Convention Period as shall be provided in the Security Plan.

(c) *Fire.* During the Convention Period and at other times as may be set forth in the Security Plan, the City shall provide firefighting services as reasonably necessary.

(d) *Security Liaison.* The City shall designate and provide a high ranking law enforcement officer (or officers) to plan and supervise all such security services, to serve as liaison to the Host Committee, the RNC, and the Hornets personnel, to cooperate with the U.S. Department of Homeland Security (and its subsidiary divisions and agencies, including the U.S. Secret Service) and such other federal, state and local law enforcement and emergency services agencies as may be involved in developing and implementing the Security Plan, and to coordinate with such security personnel as the Host Committee, the Hornets or the RNC may provide within and without the Convention Complex. The City-designated officer (or officers) shall be available on a twenty-four (24) hour basis, seven (7) days a week, by cellular telephone, beginning on February 15, 2020.

(e) *Security Escorts.* The Security Plan will make provision for escorts for certain vehicles as necessary and for security on all buses in use by the RNC or its designees for official Convention business during the Convention Period. Such escorts and security will be provided by the City and other law enforcement agencies as set forth in the Security Plan.

(f) *City Cooperation and Assistance Agreements.* Given that other municipalities, counties, and/or state agencies and entities will likely be involved in the delivery and fulfillment of the City's obligations under the Agreement, the City shall prepare, in consultation with the Host Committee and the RNC, cooperation and assistance agreements to be entered into by the City and such other municipalities, counties, agencies and other entities necessary to accomplish these obligations ("**City Cooperation and Assistance Agreements**"). The City Cooperation and Assistance Agreements shall confirm that the signatories will cooperate and assist the City as necessary in fulfilling its obligations, including but not limited to the expediting of permits as set forth in this Article 7. The majority of the City Cooperation and Assistance Agreements shall be executed no later than six (6) months prior to the Convention, and the

remainder of the City Cooperation and Assistance Agreements shall be executed as soon as possible thereafter.

(g) The Host Committee agrees that the Lead Local Agency shall receive and distribute the Security Grant pursuant to the terms and conditions hereof and imposed by the federal and/or state government and any other agreements the City or the Lead Local Agency may enter into with other providers of police, fire, emergency medical services and traffic, and as provided by the RNC, as shall be adequate to the needs of a convention of the size and unique nature of the Convention and as specified in the Security Plan.

(h) The City agrees that during the Convention Period, matters relating to issuing credentials to individuals for ingress to and egress from the Convention Complex shall be subject to the ultimate authority of the RNC, subject to the City's access requirements set forth in this Agreement and the Security Plan. Matters relating to law enforcement both within and outside the Convention Complex during the Convention Period shall be subject to the ultimate authority of the Lead Local Agency.

(i) To the extent funded by the Security Grant and deemed reasonably necessary by the City, the City shall pay for, among other equipment and services, all costs for (A) security consultants retained in connection with the Convention, and (B) professional law enforcement liability insurance.

(j) The Host Committee shall use best efforts to secure the agreement of the City, the Hornets, CRVA, or the County, as applicable, to provide first aid stations and security personnel inside the Convention Complex as customarily provided for a special event at the Convention Complex and that such medical and security personnel shall cooperate fully with the city to insure public safety.

Section 7.5 Technology and Telecommunications Services.

(a) The City will reasonably cooperate with the Host Committee and the RNC in the development and implementation of a technology and telecommunications plan (the "**Technology and Telecommunications Plan**"). Such cooperation may include the use of City owned or controlled technology assets, lines, utilities, cables, service areas, panels, junctions, contract rights or equipment useful for purposes of the Convention ("**City Telecom Assets and Services**"), taking into account the impact on City operations, security risks, cost and the City's contractual obligations. Notwithstanding any other provision in this Agreement, the Parties agree that the City will not charge the Host Committee or the RNC for any reasonable use of City Telecom Assets and Services, except to the extent such use results in Reimbursable Costs to the City that are not funded by the Security Grant. To the extent that the City

provides any equipment to the Host Committee or the RNC as part of the Technology and Telecommunications Plan, the Host Committee agrees to promptly return to the City such equipment after the Convention Period, in good and operable condition, reasonable wear and tear excepted.

(b) The Host Committee will provide for all other technology needs relating to the Convention, including without limitation all computers, computer networks (local area and wide area), servers, cloud platforms, cabling, software licenses and maintenance agreements, printers, copiers, scanners, cameras, projectors, email systems, directors, computer aided design systems, Internet, text service, voting and credentialing service, electronic wire services, security systems and equipment (including but not limited to network intrusion detection, firewalls, log and system reviewing tools, auditing and other tools), helpdesk, human resources software, multimedia editing software, backup systems, and all necessary installation, implementation and operational personnel.

(c) The Host Committee will further provide for all other communication needs relating to the Convention, including without limitation a communications system with Voice of Internet Protocol and such other features as the RNC may require, phones, fiber, cable and wire to make the communications system operable, wireless voice and data devices, two-way radios, wireless service, local and long distance telephone service, audio and video transmission facilities and service, satellite/cable television service, RF frequency coordination and language interpretation services.

Section 7.6 Transportation Liaison and Planning.

(a) The City, in consultation with the RNC, the Host Committee and the U.S. Secret Service, will develop and implement a traffic control plan ("**Traffic Control Plan**") for the Convention that may include the closing of streets. The City will assign an appropriate City official or consultant to assist in planning, coordinating and implementing all traffic control services and to serve as liaison with the RNC, the Host Committee, any consultants engaged by the Host Committee at the RNC's direction, and other Host City Party personnel commencing on the Effective Date. The City shall assign such additional personnel as are reasonably required to help plan and implement the transportation services required for the Convention, and to help design plans for overall transportation coordination during the Convention.

(b) The City, at no cost to the RNC, shall provide, during the Convention Period, adequate traffic control personnel to facilitate the orderly flow of traffic into, from, and between the Convention Complex, the CRVA Licensed Facilities, and the Special Event Venues used by the RNC pursuant to this Agreement, each of the hotels housing participants of the Convention, and area airports, pursuant to such Traffic Control Plan. The Traffic Control Plan will provide for exclusive use by the RNC of space sufficient

for the parking of buses as close as possible to the Convention Complex to permit convenient and efficient debarkation and embarkation to and from the Convention Complex. The Traffic Control Plan will include, without limitation, reasonable provisions, subject to applicable law, for ensuring vehicular and pedestrian movements related to the Convention through the public property surrounding or adjacent to the Convention Complex, and the other CRVA Licensed Facilities and the Special Event Venues, as necessary, as well as the closing of streets or other public byways, the provision of restricted traffic lanes.

(c) The Host Committee will provide for all other transportation needs relating to the Convention, including without limitation transportation for Convention delegates and attendees to and from airports, hotels, housing accommodations, the Convention Arena, Convention offices and other Convention facilities.

Section 7.7 Federal Security Grant.

(a) The Parties anticipate that certain financial assistance will be provided by the federal government to the City in an amount and under terms reasonably consistent with past presidential nominating conventions, which is anticipated to be approximately fifty million dollars ($50,000,000) (the "**Security Grant**") to reimburse the City for the Reimbursable Costs to be incurred by the City in meeting its obligations under this Agreement, including without limitation all security, EMS Services, technology and insurance to be provided or acquired by the City in connection with the Convention. The City shall use its reasonable good faith commercial efforts to keep security related spending in connection with the Convention within the amount of the Security Grant and shall keep the Host Committee reasonably informed regarding same, consistent with the City's paramount obligations to keep people safe during the Convention. If at any time the City reasonably determines that it will incur Reimbursable Costs in fulfilling its obligations under this Agreement that will exceed the amount of the Security Grant (collectively, "**Additional Costs**"), it shall give prompt written notice of same to the Host Committee, and the Host Committee shall then be required to pay such Additional Costs to the City as to the extent set forth below. In calculating Additional Costs subject to reimbursement by the Host Committee, (i) the Host Committee shall be entitled to a credit on a dollar-for-dollar basis for the actual cost of any tangible personal property or other capital assets ("**Hard Assets**") procured through the Security Grant for or on behalf of the City which are retained by the City following the Convention and have residual value to the City (as determined by the Chief of Police in consultation with the Host Committee using such Chief of Police's reasonable good faith judgment in making such determination), before any reimbursement of Additional Costs by the Host Committee over the amount of the Security Grant is due; and (ii) the Host Committee will only be responsible for Additional Costs to the extent such Additional Costs would have been eligible for

reimbursement under the Security Grant had the amount of the Security Grant not been exceeded. Subject to compliance with state and federal procurement requirements, the Host Committee shall be entitled to consult with the City in formulating its budget for, and otherwise assist with the procurement of goods and services for which the Host Committee might be responsible for reimbursement hereunder. In addition, in the event the City notifies the Host Committee that Additional Costs have been or are likely to be incurred, the City and the Host Committee agree to work in good faith to identify third-party sources of funding for such Additional Costs and to work with other state, county and local law enforcement agencies to secure resources.

(b) In the event that the Security Grant has not been duly appropriated and committed for the benefit of the City on or before March 1, 2020, the City and Host Committee agree that they shall cooperate in good faith for a period of thirty (30) days in an effort to locate alternative sources of funding to reimburse the City for such Reimbursable Costs. If, despite such good faith efforts, the City and Host Committee have not located adequate alternative sources of funding to reimburse the City for such Reimbursable Costs on or before March 31, 2020, the City shall have the right to terminate this Agreement by giving notice in compliance with Section 11.9 of this Agreement. In such event, all Parties shall be relieved of any further liabilities or obligations under this Agreement; provided, however, the Host Committee shall reimburse the City for all Reimbursable Costs that the City paid or became obligated to pay to third parties prior to issuing such termination notice, to the extent such Reimbursable Costs are actually paid by the City and would have been reimbursable under the Security Grant had it been issued with the same terms as those security grants issued in connection with past presidential nominating conventions (collectively, the "**Termination Reimbursement**"). In calculating the Termination Reimbursement, the Host Committee shall be entitled to a credit on a dollar-for-dollar basis for the actual Reimbursable Costs attributable to Hard Assets that will be retained by the City and will have residual value to the City (as determined by the Chief of Police in consultation with the Host Committee using such Chief of Police's reasonable good faith judgment in making such determination). At all times following the Effective Date until the date on which the Security Grant is appropriated, the City shall seek to include in each and every contract for Reimbursable Costs to which the City becomes party a right to cancel such contract at no cost in the event that this Agreement were to terminate pursuant to this Section 7.7(b). For any such contract involving an amount in excess of one hundred thousand dollars ($100,000), whether annually or in the aggregate, where the City is unable to secure a right to cancel or where the cost or terms of such cancellation right is material, the City will consult with the Host Committee within a reasonable period of time prior to entering into such contract. If the City elects to terminate this Agreement pursuant to this Section 7.7(b) and the Security Grant is subsequently duly appropriated and committed within a time period that will reasonably allow the Parties to proceed with

the Convention, then the Parties shall incur all obligations under this Agreement as though it had not been terminated, with reasonable allowance for the period during which termination was in effect.

ARTICLE 8.
OTHER COVENANTS OF THE CITY

Section 8.1 Enforcement of Taxicab Rates under City Ordinance; Cost Controls on Self-Service, Attendant and Valet Parking. The City agrees to enforce the rates of fare and other regulations applicable to the operation of taxicabs in the City pursuant to the City's Passenger Vehicle for Hire Ordinance. The Host Committee agrees to use best efforts to secure the agreement of hotel and non-City venues providing hotel accommodations, Official Convention Event Venues and Special Event Venues, as applicable, that their vehicle parking rates and valet parking rates during the Convention Period are reasonable and consistent with the rates charged for non-special events during the prior calendar year.

Section 8.2 Certain Activities. Except in response to an emergency situation, the City shall not approve permits for and will take necessary steps to impose restrictions on any and all projects or activities that would materially impair or otherwise materially and negatively impact or encumber the facilities, assets, roads, sidewalks, or major routes or paths of ingress or egress, or public spaces in or near Uptown Charlotte or Charlotte Douglas International Airport, to the extent that such projects or activities will not be wholly completed by May 31, 2020 as reasonably determined by the City following consultation with the Host Committee and the RNC. Notwithstanding the foregoing, nothing in this Section 8.2 shall be construed to prohibit the City from proceeding with work currently planned to implement the City's construction and development plans for Charlotte Douglas International Airport.

Section 8.3 Public Records Requests and Confidentiality. The City agrees that in the event a third party makes a public records request at any time after August 31, 2018 and prior to November 1, 2020 for documents regarding the activities of the RNC or Host Committee, including any communications between the City and the officers of the Host Committee, the City shall use reasonable efforts to provide the Host Committee and the RNC with reasonable written notice of such request. For the avoidance of doubt, such notice is not required to occur prior to the release of such documents.

Section 8.4 Advertising Displays.

(a) To the extent permitted by law and the City's contracts with third parties, the City shall permit the Host Committee and its assigns to hang or display signage relating to the Convention in and

around the Convention Complex, on the City's rights-of-way and on City-owned facilities, including areas surrounding Charlotte Douglas International Airport and Concord Regional Airport.

(b) The Host Committee, in consultation with the RNC, shall submit to the City for review and approval a comprehensive general signage plan for the temporary display of signage in Uptown Charlotte and such other areas as reasonably requested by the Host Committee or the RNC in the plan. The City shall, subject to the City's zoning and other ordinances, allow private entities to appropriately display signage in accordance with the approved plan during the Convention Period, up to thirty (30) days prior to the Convention Period and up to one (1) week following the Convention Period. To the extent permitted by law, the City shall not permit the display of signage in the immediate vicinity or in view of the Convention Complex except as provided in the approved plan. Both Parties acknowledge that the signage plan contemplated by this Section 8.4(b) shall be amendable and subject to further City review at all times after its initial submission.

Section 8.5 Cooperation with RNC and Host Committee. The City shall assist the RNC and the Host Committee in the development and implementation of a parking plan and a transportation plan (the "**Transportation Plan**"), provided that the Host Committee shall provide and pay for all buses, vehicles, fuel, public transportation vouchers and other associated out-of-pocket costs. The City shall assist the RNC and the Host Committee with implementing the Guest Experience Package and promoting the Convention, provided that the Host Committee shall pay all associated out-of-pocket costs.

ARTICLE 9.
REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 9.1 Representations and Warranties of the Host Committee. The Host Committee hereby represents and warrants as follows:

(a) The Host Committee is a nonprofit corporation established for a public benefit and charitable purpose that has filed or will file for status as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, validly subsisting under the laws of the State of North Carolina, and has the corporate power and authority and the legal right to execute, deliver, and perform this Agreement.

(b) The Host Committee has taken all necessary corporate action to authorize and approve the execution, delivery, and performance of this Agreement by the Host Committee.

(c) The execution, delivery, and performance of this Agreement by the Host Committee does not conflict with or constitute, on the part of the Host Committee, a violation of, breach of, or default under

any provision of its Articles of Incorporation or Bylaws, or any statute, indenture, resolution, mortgage, deed of trust, note agreement, or other agreement or instrument to which the Host Committee is a party or by which the Host Committee is bound, or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the Host Committee or any of its activities or properties.

(d) To the best of the Host Committee's actual knowledge, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, pending or threatened before any court, public board, or body, against or affecting the Host Committee, wherein an unfavorable decision, ruling, or finding would materially adversely affect the transactions contemplated by this Agreement or which would adversely affect the validity or enforceability of this Agreement.

(e) Neither the Host Committee nor any person has, on its behalf, agreed to pay any commission, percentage, or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this Agreement.

Section 9.2 Representations and Warranties of the RNC. The RNC hereby represents and warrants as follows:

(a) The RNC is an unincorporated association validly created by and existing under *The Rules of the Republican Party* as adopted on July 18, 2016 by the 2016 Republican National Convention at Cleveland, Ohio.

(b) The RNC has taken all actions necessary to approve and authorize the execution, delivery, and performance of this Agreement by and on behalf of the RNC.

(c) This Agreement has been duly and validly authorized, executed, and delivered by the RNC and, assuming the due authorization and execution hereof by the other Parties, constitutes a valid, legal, and binding obligation of the RNC enforceable in accordance with its terms.

(d) The execution, delivery, and performance of this Agreement do not conflict with, or constitute on the part of the RNC, a violation of, breach of, or default under, any statute, rule, indenture, resolution, mortgage, deed of trust, note agreement, or other agreement or instrument to which the RNC is a party or by which the RNC is bound, or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the RNC or any of its activities or properties.

(e) To the best of the RNC's knowledge, after due investigation, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, pending or threatened before any court, public

board, or body, against or affecting the RNC wherein an unfavorable decision, ruling, or finding would materially adversely affect the transactions contemplated by this Agreement or which would adversely affect the validity or enforceability of this Agreement.

Section 9.3 Representations and Warranties of the City. The City hereby represents and warrants as follows:

(a) The City is a municipal corporation created and existing pursuant to the Constitution and laws of the State of North Carolina and has the full legal right, power, and authority to enter into and perform this Agreement.

(b) The City has taken all action required in the opinion of the City Attorney's Office ("**City Attorney's Office**") to authorize and approve the execution, delivery, and performance of this Agreement by and on behalf of the City.

(c) This Agreement has been duly and validly authorized, executed, and delivered by the City and, assuming the due authorization and execution hereof by the other Parties, constitutes a valid, legal, and binding obligation of the City enforceable in accordance with its terms.

(d) The execution, delivery, and performance of this Agreement by the City does not, in any material respect, violate or constitute a breach of or default under the City's Charter or any applicable provisions of the Constitution or any law or administrative regulation of the State of North Carolina or of the U.S., or, to the knowledge of the City Attorney's Office, any applicable judgment, decree, loan agreement, note, resolution, ordinance, agreement, or other instrument presently in effect to which the City is a party or is otherwise bound, the consequence, cure or correction of which would materially and adversely affect the financial condition or results of operations of the City as a whole.

(e) To the knowledge of the City Attorney's Office, after due inquiry within the City Attorney's Office, except for matters which in the opinion of the City Attorney's Office are without merit or are not material, there is no action or proceeding pending against the City in court or threatened in writing against the City, a final adverse determination of which would reasonably be expected to materially adversely affect the transactions contemplated by this Agreement or which would adversely affect the validity or enforceability against the City of, or its ability to perform, this Agreement.

(f) Neither the City nor any person so authorized to act on the City's behalf has agreed to pay any commission, percentage, or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this Agreement.

(g) The City warrants that any City Licensed Facilities under its exclusive control to be used in connection with the Convention shall be compliant with ADA, including, without limitation, (i) the City's policies, practices, procedures, and eligibility criteria; (ii) the provision of auxiliary aids and services within all such City Licensed Facilities; (iii) architectural, communications, and transportation barriers within all such City Licensed Facilities; and (iv) the availability of wheelchair seating spaces in any and all assembly areas in such City Licensed Facilities.

Section 9.4 Representations and Warranties of the CRVA. The CRVA hereby represents and warrants as follows:

(a) The CRVA is a political subdivision of the City created and existing pursuant to the Constitution and laws of the State of North Carolina and has the full legal right, power, and authority to enter into and perform this Agreement.

(b) The CRVA has taken all action required in the opinion of its counsel to authorize and approve the execution, delivery, and performance of this Agreement by and on behalf of the CRVA.

(c) This Agreement has been duly and validly authorized, executed, and delivered by the CRVA and, assuming the due authorization and execution hereof by the other Parties, constitutes a valid, legal, and binding obligation of the CRVA enforceable in accordance with its terms.

(d) The execution, delivery, and performance of this Agreement by the CRVA does not, in any material respect, violate or constitute a breach of or default under the City's Charter or any applicable provisions of the Constitution or any law or administrative regulation of the State of North Carolina or of the U.S., or, to the knowledge of its counsel, any applicable judgment, decree, loan agreement, note, resolution, ordinance, agreement, or other instrument presently in effect to which the CRVA is a party or is otherwise bound, the consequence, cure or correction of which would materially and adversely affect the financial condition or results of operations of the CRVA as a whole.

(e) To the knowledge of the CRVA's counsel, after due inquiry, except for matters which in the opinion of such counsel are without merit or are not material, there is no action or proceeding pending against the CRVA in court or threatened in writing against the CRVA, a final adverse determination of which would reasonably be expected to materially adversely affect the transactions contemplated by this Agreement or which would adversely affect the validity or enforceability against the CRVA of, or its ability to perform, this Agreement.

(f) Neither the CRVA nor any person so authorized to act on the CRVA's behalf has agreed to pay any commission, percentage, or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this Agreement.

(g) The CRVA warrants that any CRVA Licensed Facilities under its exclusive control to be used in connection with the Convention shall be compliant with the ADA, including, without limitation, (i) the City's policies, practices, procedures, and eligibility criteria; (ii) the provision of auxiliary aids and services within all such CRVA Licensed Facilities; (iii) architectural, communications, and transportation barriers within all such CRVA Licensed Facilities; and (iv) the availability of wheelchair seating spaces in any and all assembly areas in such CRVA Licensed Facilities.

Section 9.5 Representations and Warranties of the County. The County hereby represents and warrants as follows:

(a) The County is a political subdivision created and existing pursuant to the Constitution and laws of the State of North Carolina and has the full legal right, power, and authority to enter into and perform this Agreement.

(b) The County has taken all action required in the opinion of the County's Department of Law Attorney ("**County Attorney's Office**") to authorize and approve the execution, delivery, and performance of this Agreement by and on behalf of the County.

(c) This Agreement has been duly and validly authorized, executed, and delivered by the County and, assuming the due authorization and execution hereof by the other Parties, constitutes a valid, legal, and binding obligation of the County enforceable in accordance with its terms.

(d) The execution, delivery, and performance of this Agreement by the County does not, in any material respect, violate or constitute a breach of or default under the County's Charter or any applicable provisions of the Constitution or any law or administrative regulation of the State of North Carolina or of the U.S., or, to the knowledge of the County Attorney's Office, any applicable judgment, decree, loan agreement, note, resolution, ordinance, agreement, or other instrument presently in effect to which the County is a party or is otherwise bound, the consequence, cure or correction of which would materially and adversely affect the financial condition or results of operations of the County as a whole.

(e) To the knowledge of the County Attorney's Office, after due inquiry within the County Attorney's Office, except for matters which in the opinion of the County Attorney's Office are without merit or are not material, there is no action or proceeding pending against the County in court or threatened

in writing against the County, a final adverse determination of which would reasonably be expected to materially adversely affect the transactions contemplated by this Agreement or which would adversely affect the validity or enforceability against the County of, or its ability to perform, this Agreement.

(f) Neither the County nor any person so authorized to act on the County's behalf has agreed to pay any commission, percentage, or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this Agreement.

ARTICLE 10.
INDEMNITY AND INSURANCE

Section 10.1 Indemnification of the County, the City and the CRVA. The Host Committee agrees to defend, indemnify and hold harmless (i) the County, and (ii) the City, together with the CRVA and their respective elected officials, officers, employees and agents (collectively, the "**City/County Indemnitees**") from and against any and all claims, liabilities, obligations, losses, penalties, damages, charges, costs and expenses, including reasonable fees and disbursements of accountants or attorneys (collectively, "**Losses**") that may be incurred by or asserted against the City/County Indemnitees, in any way directly or indirectly related to the Convention, to the extent arising out of (a) the negligence or willful misconduct of the Host Committee, the RNC or their respective employees or agents, (b) breach by the Host Committee or its employees or agents of this Agreement, (c) the negligence of the City/County Indemnitees, or (d) the Law Enforcement Conduct of the City/County Indemnitees.

The indemnity in this Section 10.1 shall not extend to acts or omissions that are solely the result of the gross negligence or the willful misconduct of the City/County Indemnitees. Notwithstanding any other provision in this Section 10.1, the indemnity in this Section 10.1 shall, without limitation, also extend to the following law enforcement activities of the City/County Indemnitees, or the City/County Indemnitees' approved law enforcement activities for others: (i) false arrest, detention or imprisonment; (ii) malicious prosecution; (iii) assault and battery; (iv) violation of civil rights; (v) violation of property rights; or (vi) failure of the City/County Indemnitees and its employees to follow departmentally approved policy(ies) or procedure(s) (collectively, the "**Law Enforcement Conduct**").

Section 10.2 Limitation of Liability. Neither the RNC, the City, the County, nor the CRVA shall be liable to the Host Committee for the performance of any obligations, covenants or agreements to be performed by the Host Committee hereunder or under any other associated agreements in connection herewith.

Section 10.3 Limitation of Liability With Respect to Insurance Coverages. Excluding Losses arising from failure by the Host Committee to procure the Insurance Coverages (as defined below) as required pursuant to the terms of this Agreement, no Party shall be required to expend, in order to indemnify another Party under or by virtue of any indemnity set forth in Section 10.1, in excess of the amounts required to procure the insurance coverages as shown in Exhibit B, as adjusted by the Insured Parties to the extent permitted in this Agreement (the "**Insurance Coverages**"), of which such indemnifying Party is the beneficiary, named insured or loss payee under Section 10.4. For clarity, with the exception of Losses arising from failure by the Host Committee to procure the Insurance Coverages as required pursuant to the terms of this Agreement, the City/County Indemnitees sole recourse with respect to the indemnity obligations set forth in Section 10.1 and any associated Losses shall be against the Insurance Coverages or any amounts actually obtained by the Host Committee from such Insurance Coverages as a result of any such indemnity claims, and the Host Committee's sole obligations with respect to any of its indemnification obligations set forth in this Agreement shall be to (i) provide notice of any indemnification claims asserted under any such indemnification obligations to the applicable insurer(s) under the relevant Insurance Coverages, (ii) to comply with any other conditions precedent to coverage in accordance with the relevant Insurance Coverages (but only to the extent such compliance is within the control of the Host Committee), and (iii) to otherwise reasonably cooperate with the applicable insurer(s) in seeking coverage as provided under the relevant Insurance Coverages. Notwithstanding any provision of this Agreement to the contrary, (a) the RNC shall not be liable to the Host Committee or to any other Party for loss of or damage to any item of personal property, equipment or supplies, it being understood that any claim whatsoever against the RNC for such loss or damage will be covered by insurance and, to the extent not covered by insurance, the RNC will be indemnified for such loss or damage by the Host Committee and (b) no Party, nor any one acting on their behalf, directly or indirectly, shall bring any claim against any officer, director, employee or agent of the Host Committee for indemnification under this Article 10 under any legal theory that would subject such individual to personal liability.

Section 10.4 Insurance Coverages. No later than three (3) months before the Convention, the Host Committee shall obtain, at its cost, Insurance Coverages in such amounts and forms as the City, the County and the RNC shall mutually agree, but not less favorable in amount or coverage than as shown on Exhibit B, and shall provide upon request to the City or the County, as applicable, one or more certificates of insurance evidencing such Insurance Coverages. Except for workers' compensation, each of the Insurance Coverages shall name the RNC, the Host Committee, the City and the County as additional insureds or loss payees (collectively, the "**Insured Parties**"). Payment and full satisfaction of any and all deductibles owed as to any of the Insurance Coverages obtained by the Host Committee shall be the sole

responsibility of the Host Committee, and the Host Committee's failure to comply with this provision shall be deemed a failure to procure Insurance Coverages in conformance with this Section 10.4. Notwithstanding any other provision in Article 10, the Host Committee shall defend, indemnify and hold harmless the Insured Parties for any and all Losses incurred by the Insured Parties which are directly or indirectly related to the Host Committee's failure to procure Insurance Coverages in conformance with this Section 10.4.

Section 10.5 Terms of Insurance Policies. All policies of insurance shall be in full force and effect with respect to their coverage for any occurrence during appropriate periods contemplated by this Agreement, shall require at least thirty (30) days written notice to the RNC, the City and the County prior to cancellation thereof, and shall include express provisions in which the insurer (a) waives its subrogation rights against, and (b) agrees to defend the Insured Parties. No policy procured shall impose any obligation upon the RNC, the City, the CRVA or the County whatsoever to pay any deductible, self-insured retention or self-insured participation in connection with any claim. Original copies of all policies shall be furnished to the Insured Parties, as applicable.

Section 10.6 Contractor Insurance. The Host Committee shall require in each of its agreements with any Contractor, as a precondition to payment thereunder, that such Contractor provide a certificate of insurance naming the Insured Parties as additional insureds on all such agreements, and evidencing at least the coverages set forth in Exhibit B hereto with respect to all contemplated operations of such contractor and any subcontractors of that contractor.

Section 10.7 Waiver of Subrogation. Notwithstanding anything to the contrary herein, the RNC and the Host Committee (each on behalf of itself and its insurers), hereby waive all rights of subrogation against, the CRVA, the City and the County for any and all losses of and damage to or destruction of property (including all personal property of the RNC and the Host Committee and the alterations to the Convention Facilities).

ARTICLE 11.
GENERAL PROVISIONS

Section 11.1 Limitations on Liability. Nothing in this Agreement shall be construed to deem any Party to be a partner, joint venturer, employee, or agent of any other Party, it being intended that each such Party is and shall remain an independent party solely responsible for its own actions. No Party shall be liable under any contract or obligation of any kind, or other legal theory, for any of the other Parties, except with respect to those contracts or obligations which a Party may have separately entered into, or for

any acts or omissions of any other Party, or any other Party's respective members, officers, directors, officials, employees, agents, vendors, contractors, and subcontractors at any tier. No Party shall be liable to any other Party, under any legal theory, for any consequential, special, punitive, indirect or other damages or liabilities of any kind.

Section 11.2 Additional Actions and Documents. Recognizing that time is of the essence, each of the Parties agrees to use its best efforts to take or cause to be taken such further actions; to execute, deliver, and file or cause to be executed, delivered, and filed, such further documents; to reasonably cooperate to achieve the intended goals of this Agreement; and to use best efforts to obtain such consents, as may be necessary or as may be reasonably requested in order fully to effectuate the purposes, terms and conditions of this Agreement. Such actions shall include, without limitation, fully and effectively resolving, settling or resisting and defending against any action by any third party which would interfere with the full and timely performance of this Agreement by the City or the Host Committee.

Section 11.3 Assignment. Except as expressly provided herein, no portion of this Agreement or any right or obligation hereunder may be assigned, in whole or in part, whether by operation of the law or otherwise, by any Party without the prior written consent of the other Parties.

Section 11.4 Amendment. No amendment, modification, or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Parties against whom enforcement thereof is sought, subject to the approval of the RNC and the Host Committee.

Section 11.5 Survival. All covenants, agreements, statements, representations, and warranties made in this Agreement shall survive the execution and delivery of this Agreement and any investigation, audit, or inspection made by any other person, entity, or organization.

Section 11.6 Waiver. No waiver of, no delay in exercising (with the exception of the prompt and timely notification of claims), and no omission to exercise, any rights or remedies by any Party shall be construed as a waiver by such Party of any other rights or remedies that such Party may have under this Agreement.

Section 11.7 Severability of Provisions. The provisions of this Agreement shall be severable and divisible, and the invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

Section 11.8 Headings; Exhibits. The Article and Section headings in this Agreement are solely for the convenience and reference of the Parties and are not intended to be descriptive of the entire contents

of any such Articles or Sections and shall not limit or otherwise affect any of the terms or provisions hereof. Exhibits attached hereto are hereby made a part of this Agreement.

Section 11.9 Notices.

(a) Any notice, payment, demand, request, or other communication required or permitted to be given hereunder by any Party to any other shall be effected by electronic mail with a read receipt requested; or either (i) personal delivery in writing; or (ii) registered or certified first class mail or FedEx or UPS, postage prepaid and return receipt requested. The following postal and electronic mail addresses shall be used to give notice:

If intended for the Host Committee:

CLT Host 2020, Inc.
Attention: John Lassiter, President
201 South College Street
Suite 1690
Charlotte, NC 28202
E-mail: notices@charlottein2020.com

Copy (which shall not constitute notice) to:

Moore & Van Allen PLLC
Attention: Counsel, CLT Host 2020, Inc.
100 N. Tryon Street
Suite 4700
Charlotte, NC 28202
E-mail: clthost2020@mvalaw.com

If intended for the RNC:

Republican National Committee
Attention: Richard Walters, Chief of Staff
310 First Street, S.E.
Washington, D.C. 20003
E-mail: cos@gop.com

Copy (which shall not constitute notice) to:

Republican National Committee
Attention: John R. Phillippe Jr., Chief Counsel
310 First Street, S.E.
Washington, D.C. 20003
E-mail: counsel@gop.com

If intended for the City:

City of Charlotte
Attention: Marcus D. Jones, City Manager
Charlotte-Mecklenburg Government Center
600 East Fourth Street
Charlotte, NC 28202
E-mail: mjones@ci.charlotte.nc.us

Copy (which shall not constitute notice) to:

City of Charlotte
Attention: Robert E. Hagemann, City Attorney
Charlotte-Mecklenburg Government Center
600 East Fourth Street
Charlotte, NC 28202
E-mail: rhagemann@charlottenc.gov

If intended for the County:

County of Mecklenburg, North Carolina
Attention: Dena Diorio
Charlotte-Mecklenburg Government Center
600 East Fourth Street
Charlotte, NC 28202
E-mail: Dena.Diorio@mecklenburgcountync.gov

Copy (which shall not constitute notice) to:

County of Mecklenburg, North Carolina
Attention: Tyrone Wade
Charlotte-Mecklenburg Government Center
600 East Fourth Street
Charlotte, NC 28202
E-mail: TyroneC.Wade@mecklenburgcountync.gov

If intended for the CRVA:

Charlotte Regional Visitors Authority
Attention: Tom Murray, Chief Executive Officer
501 S. College Street
Charlotte, NC 28202
E-mail: tom.murray@crva.com

Copy (which shall not constitute notice) to:

Grier Furr & Crisp, P.A.
Attention: J. Cameron Furr, Jr.
101 Independence Center
101 N. Tryon Street
Suite 1240
Charlotte, NC 28246
E-mail: cfurr@grierlaw.com

(b) The representatives for any Party and any Party's address or email address may be changed by written notice to the other Parties. Each notice, demand, request, or other communication transmitted in the manner described in Section 11.9(a) shall be deemed sufficiently given, served, sent, and received at such time as it is delivered to the addressee (with the return receipt, delivery receipt, or the affidavit of messenger being deemed conclusive evidence of such delivery), or at such time as delivery is refused by the addressee.

Section 11.10 Breach and Cure. The Parties expressly agree that either Party's material breach of any of the material terms and conditions of this Agreement may result in irreparable harm to the other Party, and the harmed Party shall, in addition to any other remedy provided herein or by law or in equity, be entitled to seek appropriate equitable relief, including injunctive relief and specific performance, in a forum as provided in Section 11.12 of this Agreement. Notwithstanding the foregoing, in the absence of irreparable harm, each Party may seek relief in the courts as set forth in Section 11.12 only after providing written notice to the other Parties of such breach and the expiration of thirty (30) days' notice from the date of such notice by which the other Party may cure breach, to the extent such breach can be cured.

Section 11.11 Compliance with Laws and Rules and Regulations. The Parties shall comply with, and use their best efforts to cause to be complied with by any contractors, subcontractors, volunteers, or consultants, the requirements of all applicable laws, statutes, regulations, and ordinances in the performance of this Agreement, including, without limitation, building codes; laws pertaining to health, fire, or public safety; all applicable laws pertaining to the sale, distribution and consumption of liquor; and non-discrimination laws.

Section 11.12 Governing Law and Forum Selection. This Agreement and all disputes arising under this Agreement shall be governed, construed, and decided in accordance with the laws of the State of North Carolina. The Parties further agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any arising out of or related to this Agreement, or the relationship created or evidenced thereby, shall be brought exclusively in the Mecklenburg County Court. Notwithstanding the foregoing,

any Party may remove any such suit, action, claim, or proceeding to the U.S. District Court for the Western District of North Carolina so long as subject matter jurisdiction is established. Subject to the preceding sentence, the Parties further agree not to raise any objection to any lawsuit, action, claim, or legal proceeding which is brought in either of these two (2) forums, and the Parties expressly consent to the jurisdiction and venue of these two (2) forums. The Parties further agree that service of original process in any such lawsuit, action, claim, or legal proceeding may be duly effected by mailing a copy thereof, by certified mail, postage prepaid to the addresses specified in Section 11.9. The Parties further hereby waive trial by jury in any legal proceeding involving, directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of or related to this Agreement or the relationship created or evidenced hereby.

Section 11.13 Entire Agreement. This Agreement (including all Exhibits hereto) contains and constitutes the entire agreement of the Parties with respect to the subject matter it covers and supersedes all prior or other negotiations, representations, and agreements between the Parties and their representatives.

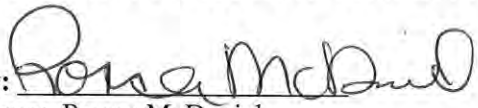
Section 11.14 Statutory and Constitutional Rights. Nothing in this Agreement shall be construed to limit the statutory or constitutional rights of freedom of speech or freedom of assembly that would apply during the Convention, and any provision contrary to those rights shall be null and void.

Section 11.15 Counterparts. This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument. For purposes of executing this Agreement, a document signed and transmitted by facsimile or electronic mail attaching a PDF or similar file shall be treated as an original document, the signature of any Party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, each Party has caused this Agreement to be signed in its name by its duly authorized officer, all as of the Effective Date.

REPUBLICAN NATIONAL COMMITTEE

By: 
Name: Ronna McDaniel
Title: Chairwoman

[*Signatures Continue on Next Page*]

IN WITNESS WHEREOF, each Party has caused this Agreement to be signed in its name by its duly authorized officer, all as of the Effective Date.

CLT HOST 2020, INC.

By: _____
Name: John Lassiter
Title: President

[*Signatures Continue on Next Page*]

IN WITNESS WHEREOF, each Party has caused this Agreement to be signed in its name by its duly authorized officer, all as of the Effective Date.

CITY OF CHARLOTTE

By: _____
Name: Marcus D. Jones
Title: City Manager

ATTEST:

By: _____
Name: EMILY A KUNZE
Title: DEPUTY City Clerk for the City of Charlotte

[*Signatures Continue on Next Page*]

IN WITNESS WHEREOF, each Party has caused this Agreement to be signed in its name by its duly authorized officer, all as of the Effective Date.

CHARLOTTE REGIONAL VISITORS AUTHORITY

By: _____
Name: Tom Murray
Title: Chief Executive Officer

[*Signatures Continue on Next Page*]

IN WITNESS WHEREOF, each Party has caused this Agreement to be signed in its name by its duly authorized officer, all as of the Effective Date.

COUNTY OF MECKLENBURG, NORTH CAROLINA

By: _____
Name: Leslie Johnson
Title: Acting County Manager

ATTEST:

By: _____
Name: Patrice House
Title: Notary

PATRICE HOUSE NOTARY My Comm. Exp. 10.9.18 PUBLIC MECKLENBURG COUNTY, NC

EXHIBIT A

The Host Committee will accomplish the following tasks and achieve the following objectives:

(1) Prepare a budget for the Convention (the "**Budget**"), which such budget shall include the Host Committee's best estimate of the reasonable costs of the Host Committee's carrying out of its obligations under this Agreement. The Budget shall include certain budget categories and line items deemed "Transferable" and others deemed "Non Transferable." Transferable budget items shall be those which the RNC shall have the right, in its sole discretion, to cause the Host Committee to transfer freely among Transferable budget categories or line items. Non Transferable shall be budget items which the RNC shall not have the right to cause the Host Committee to transfer freely among Transferable budget categories or line items. Priority of fundraising objectives as between Transferable and Non Transferable budget items, schedules and timeframes, treatment of in kind donations, bank accounts, and other financial matters will be fully addressed in the Budget.

(2) In conjunction with the RNC, the City and the County, develop appropriate loss prevention and other security plans for a safe and secure Convention. In that respect, the RNC and the Host Committee recognize the importance of protecting the First Amendment free speech and assembly rights of all citizens, and in that spirit will work to develop plans that allow for all citizens to be able to use their rights in a safe and secure environment in connection with the Convention.

(3) As requested by the RNC from time to time, secure all necessary venues for hosting the Convention, including securing the agreement of the Hornets, the Convention Arena, the Charlotte Convention Center, the NASCAR Hall of Fame, the Charlotte Transit Center, Charlotte Motor Speedway, and such adjacent and nearby areas and activities, including parking lots, for the exclusive use of the RNC and the Convention.

(4) Secure written agreements with hotels in Charlotte, North Carolina and surrounding areas for the benefit of and allocation to the RNC during the Convention.

(5) Secure appropriate office space for the exclusive use of the RNC, inclusive of all required supplies, equipment, phone, and internet services customary for an office, for such personnel as the RNC may request.

(6) Secure the Charlotte Convention Center for use as all or part of the News Media Work Space. This secured space will include space for credentialing, media access, special and exclusive venue usage and such other usages as the RNC may request.

(7) Establish a protocol for hiring and retention of contractors, labor, service providers (including, but not limited to, the construction and modification of furnishings and fixtures at the Convention Arena and the Charlotte Convention Center), and such other services as shall be necessary to host the Convention. In that respect, the Host Committee and the RNC recognize and agree that usage of local area labor and businesses, and of minority, women-owned and historically underutilized businesses, is of critical importance, and shall take such into account in the Host Committee's hiring, retention and contracting practices in connection with the Convention.

(8) Provide or secure appropriate lighting, sound system/acoustics, electricity, HVAC, water, bus, cars and other transportation, toilets, janitorial services, trash collection, medical services, security, parking, IT and related technology, facilities management, signage and such other services, furnishings and related goods and services as the RNC shall request in order to host the Convention.

(9) Provide delegate experience packages and retain volunteers and other staff for the use of the RNC as the RNC shall designate from time to time.

EXHIBIT B

HOST COMMITTEE INSURANCE REQUIREMENTS

(1) The Host Committee shall, in accordance with Section 10.5 of the Agreement, obtain and maintain, at the Host Committee's cost, insurance not less favorable in amount and scope to that shown as follows:

(a) Commercial general liability insurance with a combined single limit for bodily injury, personal injury and property damage in the amount of at least ten million dollars ($10,000,000) per occurrence; provided, however, the RNC, the Host Committee, the City's Insurance and Risk Manager and the County may by mutual written agreement decrease the amount of primary coverage required under this Section 1(a) by increasing the excess umbrella coverage required under Section 1(m) of this Exhibit B by the amount of the reduction in primary coverage. The commercial general liability insurance policy shall cover all risks usually covered by such policies, including coverage for the following: (i) death; (ii) personal injury liability, including assault and battery, false arrest, false detention or imprisonment, emotional distress (if such cover is reasonably available), fire damage legal liability, malicious prosecution, libel, slander, infringement of intellectual property rights, defamation or violation of rights of privacy, wrongful entry and eviction or other invasion of rights or private occupancy; (iii) incidental medical malpractice liability; (iv) independent contractors; (v) products and completed operations liability; (vi) premises medical payments liability; and (vii) host liquor liability; provided, however, such policy may provide for appropriate exclusions for acts of terrorism and other exclusions related to terrorism as mutually agreed between the Host Committee and the RNC; provided, further, the Insured Parties may agree to exclude coverage for intellectual property rights if it is not feasible to obtain such coverage.

(b) Real and personal property insurance with replacement cost coverage written on a standard all-risk basis with limits sufficient to cover the full value of all property listed or described in any schedule provided by the Insured Parties and located in the Metropolitan Area, written on a per-occurrence basis, for any damage to real or personal property, fixtures, appliances and furnishings located in the Metropolitan Area and owned by the any of the Insured Parties or for which such Party is legally liable, and to be used in connection with the Convention, including coverage for the following: (i) papers and records insurance covering the loss of or damage to papers, pamphlets, records, and magnetic and electronic storage media; (ii) office contents

insurance covering both rental and owned office equipment; and (iii) business interruption coverage. In no case shall the per-occurrence limit be less than one million dollars ($1,000,000) without the express written approval of the RNC.

(c) Commercial automobile liability insurance covering owned, non-owned and hired automobiles, with per-occurrence coverage of not less than five million dollars ($5,000,000) for bodily injury and not less than one million dollars ($1,000,000) property damage expressly applicable to all motor vehicles not owned by the Insured Parties; provided, however, the RNC, the Host Committee, the City's Insurance and Risk Manager and the County may by mutual written agreement decrease the amount of primary coverage required under this Section 1(c) by increasing the excess umbrella coverage required under Section 1(m) of this Exhibit B by the amount of the reduction in primary coverage.

(d) Money and securities insurance covering all cash, checks, financial instruments and other negotiable instruments in or on the Convention Facilities against all loss, including burglary and robbery, with per-occurrence limits of not less than one hundred thousand dollars ($100,000) for each loss.

(e) Accidental death and dismemberment insurance providing coverage in addition to any coverage supplied by the accidental medical payment insurance above, covering all attendees in an amount no less than one hundred thousand dollars ($100,000) per occurrence.

(f) Directors' and officers' liability insurance expressly covering all directors and officers of the Host Committee and the RNC and its affiliates (including the Republican Party), together with their respective directors, officers, employees, agents, attorneys, volunteers, consultants and consulting staff (collectively, the "**RNC Indemnitees**") written on a claims-made basis, if available, in the amount of one million dollars ($1,000,000) per occurrence.

(g) Workers Compensation insurance coverage for all employees of the Host Committee to comply with the laws of the State of North Carolina and Employers Liability with a limit of not less than one million dollars ($1,000,000).

(h) Workers Compensation insurance coverage for all employees of the City, the CRVA, the County and other public entities (including, without limitation, law enforcement personnel from other public agencies) who provide services relating to the Convention during the Convention Period.

(i) Voluntary worker's compensation insurance for all voluntary workers of the Insured Parties working on Convention-related services, with limits equal to or greater than the maximum awards under the State of North Carolina worker's compensation law.

(j) To the extent not paid for through the Security Grant, police professional law enforcement legal liability insurance covering police, fire, rescue and safety personnel providing services in connection with the Convention and with a governmental immunity endorsement (with the City being the primary insured on this policy).

(k) Network Liability (privacy) insurance in an amount of not less than five million dollars ($5,000,000) per claim to cover claims and losses with respect to network risks (*e.g.*, data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.), and intellectual property infringement (excluding patent and trade secret infringement), such as copyrights, trademarks, service marks and trade dress, including civil, regulatory and statutory damages (to the extent insurable by law) as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information.

(l) Employment Practices Liability in an amount no less than one million dollars ($1,000,000) that shall also cover third-party claims. The policy shall run from the contract term and extend one (1) year beyond the end of the Convention.

(m) Umbrella or excess liability insurance with a two hundred fifty million dollar ($250,000,000) combined single limit for bodily injury and property damage following the form of the underlying primary commercial general liability policy.

(n) Coverage insuring the City-owned facilities against risks associated with construction, restoration, the Convention and the other activities of the City, the Host Committee and RNC in the such City-owned facilities conducted pursuant thereto.

(2) The Insured Parties will evaluate the need for other types of insurance relating to the Convention, including without limitation insurance covering terrorism, and the Host Committee will purchase such insurance if the Insured Parties mutually agree that it is needed and feasible to obtain.

(3) Host Committee shall require that all contractors provide a certificate of insurance naming the RNC and other RNC Indemnitees as additional insureds, evidencing the following coverage with respect to all contemplated operations of such contractor and any subcontractors thereof, in such amounts as the

RNC and the Host Committee shall agree from time to time, so as to avoid creating a barrier for small businesses to perform work relating to the Convention:

(a) Commercial general liability insurance, primary and umbrella, with coverage extensions that may include: (i) owners and independent contractors protective liability; (ii) premises operations liability; (iii) products and completed operations liability; (iv) premises medical payments liability; (v) personal injury liability; (vi) incidental medical malpractice liability and (vii) contractual liability.

(b) If any such contractor is to undertake any major construction, improvements or betterments, all-risk blanket builder's floater policy (builder's risk policy), covering, if applicable, materials, equipment and fixtures at 100% of replacement value.

(c) Worker's Compensation and Disability Coverage maintained with respect to employees of contractors and their subcontractors equal to or greater than the limits required under applicable state law.

(d) Comprehensive commercial automobile liability insurance covering owned, non-owned and hired automobiles.

(e) For any contractor providing architectural, engineering, medical, legal or other services of a professional nature, professional errors and omissions coverage.

(f) Umbrella or excess liability insurance for bodily injury and property damage following the form of the underlying primary commercial general liability policy.

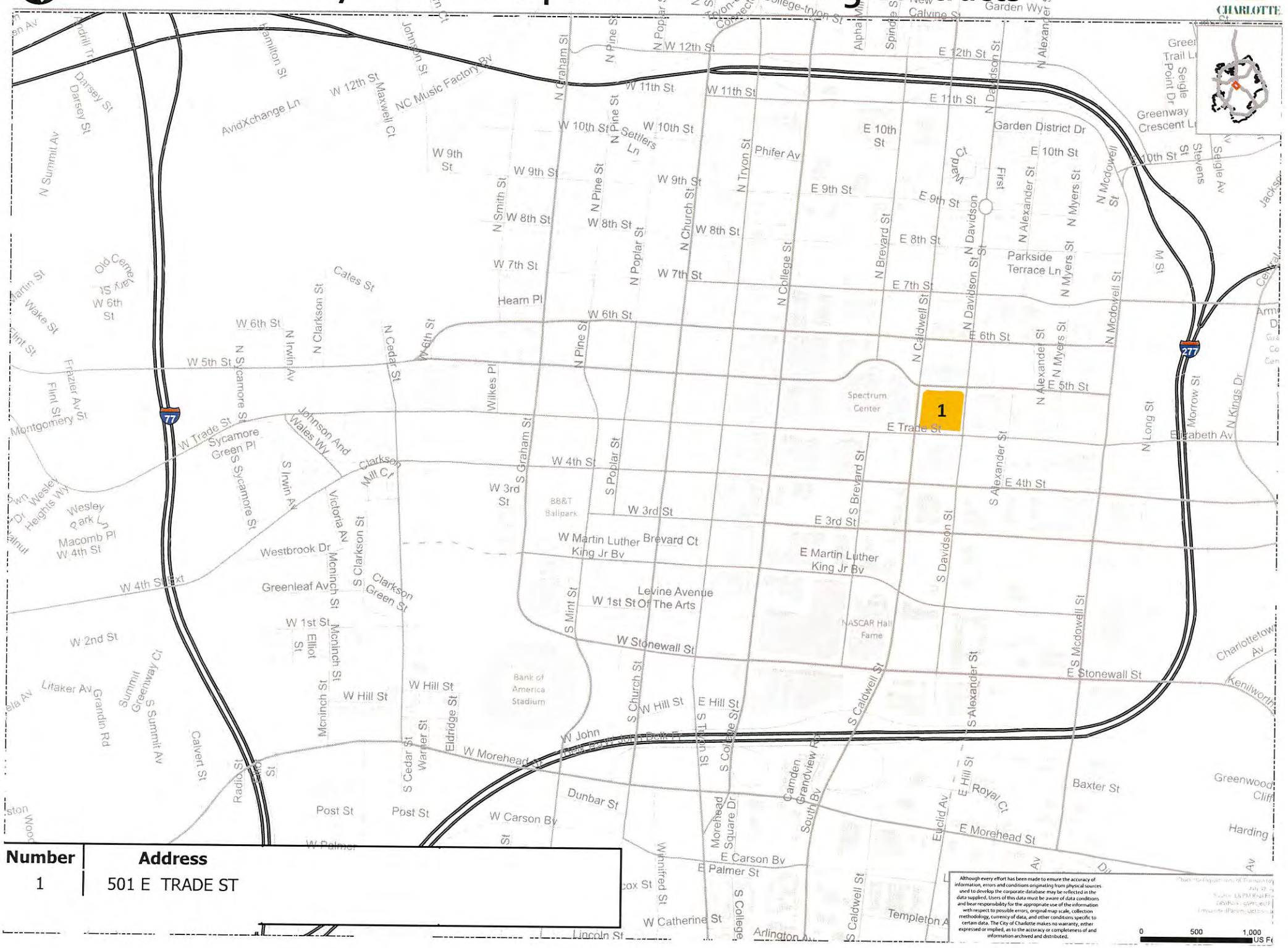
The RNC may modify or waive specific coverages, or require additional specific coverages, for particular contractors depending on the circumstances.

EXHIBIT C

PARKING LOT LICENSED BY THE CITY

[See attached.]

City-Owned Properties With Parking Contracts



Number	Address
1	501 E TRADE ST

Although every effort has been made to ensure the accuracy of information, errors and conditions originating from physical sources used to develop the corporate database may be reflected in the data supplied. Users of this data must be aware of data conditions and bear responsibility for the appropriate use of the information with respect to possible errors, original map scale, collection methodology, currency of data, and other conditions specific to certain data. The City of Charlotte makes no warranty, either expressed or implied, as to the accuracy or completeness of and information archived and distributed.

0 500 1,000 US Ft

EXHIBIT D

PARKS AND PARKING LOTS LICENSED BY THE COUNTY

Parks:

1. Frazier Park
2. Marshall Park
3. Romare Bearden Park
4. First Ward Park

Parking Lots:

1. Ray's Splash Planet – surface parking
2. Mecklenburg County Aquatic Center – surface parking
3. 4th Street Parking Deck – deck and surface parking
4. Old CMS – surface parking
5. Hal Marshall Building – surface parking
6. HM Annex – surface parking
7. BWP – surface parking
8. 4th and Graham – surface parking
9. North Meyers lot – surface parking

ARENA LICENSE AGREEMENT

2020 Republican National Convention Arena License Agreement

THIS ARENA LICENSE AGREEMENT (this "**Arena License Agreement**") is entered into as of the 20th day of July, 2018 (the "**Effective Date**"), by and among the Republican National Committee, an unincorporated political committee organized in the District of Columbia (including any committee or organization formed by the Republican National Committee to act as its agent for purposes of arranging and managing the Convention, collectively, the "**RNC**"); CLT Host 2020, Inc., a North Carolina nonprofit corporation (the "**Host Committee**"); the City of Charlotte, North Carolina, a municipal corporation of the State of North Carolina (together with all divisions, departments and agencies thereof, collectively, the "**City**"); Charlotte Regional Visitors Authority, a political subdivision of the City ("**CRVA**"); and Charlotte Arena Operations, LLC, a Delaware limited liability company ("**Arena Company**") (each, a "**Party**" and collectively, the "**Parties**");

WHEREAS, the Host Committee, the RNC, the City, CRVA and the County of Mecklenburg, North Carolina, a political subdivision of the State of North Carolina (the "**County**"), entered into an agreement dated July 20, 2018, providing for the terms and conditions upon which the 2020 Republican National Convention (the "**Convention**") will be hosted in Charlotte, North Carolina (the "**Framework Agreement**");

WHEREAS, the City owns the Arena and desires to ensure that the Arena License Agreement contains certain provisions to provide adequate financial protection to the City;

WHEREAS, the Framework Agreement provides for the Host Committee to enter into an Arena Licensing Agreement whereby the Arena Company grants to the Host Committee (a) a license to use the Spectrum Center facility located at 333 East Trade Street, Charlotte, NC 28202 (the "**Convention Hall**") for the Convention and (b) rights to alter said facilities as the RNC deems necessary to hold the Convention; and

WHEREAS, the Host Committee desires to be responsible for making all required payments to the Arena Company necessary to secure the license to the facilities described herein and for the Convention Hall expenses, alterations, construction and restoration described herein;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the Parties agree as follows:

1. LICENSES OF PREMISES

1.1. Arena License Agreement. Subject to the terms and conditions set forth in this Arena License Agreement, Arena Company hereby grants to the Host Committee the license and privilege to use the Arena and all parking lots and other buildings and areas of any kind in the area bounded by East Trade Street, the transit corridor, Fifth Street and North Caldwell Street in which Arena Company and/or CRVA, as of the Effective Date, enjoys any right, license or easement whatsoever (to the extent of Arena Company's rights thereunder) (the "**Licensed Premises**"). The City and the Host Committee will negotiate in good faith to include the street level retail controlled by the City on the Convention Hall site for use by the Host Committee as part of the Licensed Premises under mutually agreeable terms which shall be set forth in an addendum to this Arena License Agreement.

1.2. Sub-License to RNC. The Host Committee shall have the right to assign its rights and/or sublicense to such areas to the RNC and to such other users as approved by the RNC, and it is intended that

the Host Committee will sub-license to the RNC. The Host Committee shall be responsible for and shall pay to Arena Company all licensing fees and all costs of the RNC's use of the Licensed Premises, defined and described as Event Costs herein.

2. DEFINITIONS

For the purposes of this Arena Licensing Agreement:

"**Arena Operating Agreement**" means the Arena Use and Operating Agreement executed on or about January 13, 2003 between the City, the CRVA and the Arena Company (or their predecessors).

"**Business Day**" means a day that is not a Saturday, Sunday, or a holiday observed by the City.

"**Business Hours**" means all hours falling between 9 a.m. and 5 p.m. Local Time on a Business Day.

"**Contractor**" means any person or entity, other than the Arena Company, the CRVA or the City, with whom or which the Host Committee enters into a contract for the provision of goods, equipment, facilities, or services, and which the Host Committee is obligated to provide in accordance with this Arena License Agreement.

"**Convention Facilities**" means and includes, collectively, all of the following: the Licensed Premises; the hotel designated by the RNC as its headquarters ("**Headquarters Hotel**"); and the Convention Offices (as defined below).

"**Convention Offices**" means and includes, collectively, any office space provided by the Host Committee for use by the RNC in connection with the Convention.

"**Convention Period**" means the twelve (12) day period, as determined, and as communicated in writing to Arena Company, by the RNC on or before September 15, 2018 (or such later date as mutually agreed to by the City, the Arena Company and the RNC in writing) either (i) beginning at 12:01 a.m. Local Time on July 12, 2020 or later and ending at 11:59 p.m. Local Time on July 23, 2020; (ii) beginning at 12:01 a.m. Local Time on August 16, 2020 or later and ending at 11:59 p.m. Local Time on August 27, 2020; or (iii) beginning at 12:01 a.m. Local Time on August 23, 2020 or later and ending at 11:59 p.m. Local Time on September 3, 2020.

"**Event Costs**" means all marginal costs for labor, food and beverage, janitorial service, utilities, communications, and similar goods and services which the Host Committee shall be responsible to pay the Arena Company in addition to the License Fee as set forth in detail at Article 4 and Article 5 for the grant of the License described herein.

"**Excluded Areas**" means the following portions of the Licensed Premises during the following specified periods:

> At all times prior to the date that is fourteen (14) days prior to the commencement of the Convention Period, the basketball practice court and weight training areas; and
>
> At all times prior to the date that is seven (7) days prior to the commencement of the Convention Period, the Hornets Locker Room and executive offices.

"**License Fee**" means all amounts that the Host Committee is obligated to pay the Arena Company for the license to the License Premises granted to the RNC under this Arena License Agreement, as set forth in Article 5.

"**Limited Access Period**" means the period from February 1, 2019 through 8:00 a.m. Local Time on the date the Unlimited Access Period begins.

"**Local Time**" means local time in Charlotte, North Carolina.

"**Losses**" means any and all claims, liabilities, obligations, losses, penalties, damages, charges, costs, and expenses, including reasonable fees and disbursements of accountants or attorneys.

"**Post-Convention Period**" means a period of twenty-one (21) days beginning at 8:01 a.m. Local Time on the day immediately following the date on which the Convention Period concludes.

"**Subcontractor**" means any subcontractor to a Contractor, at any tier.

"**Unlimited Access Period**" means the period from and including 8:00 a.m. Local Time on the date that is thirty (30) days prior to the commencement of the Convention Period (subject to the NBA Contingency) through and including 8:00 a.m. Local Time on the date following the end of the Convention Period.

3. TERMS OF LICENSE

3.1. Use of and Access to Licensed Premises. The Arena Company, CRVA and the City hereby grant to the Host Committee a license to use and access the Licensed Premises as follows:

3.1.1. Limited Access. During the Limited Access Period, the Host Committee and the RNC shall have the right to enter and use the Licensed Premises at times reasonably determined to be mutually convenient to Arena Company and the Host Committee and the RNC for preliminary studies and surveys, and such preliminary construction and installation activities as may be desired or required by the Host Committee and the RNC and other persons (including media) approved by the RNC, in such manner as not to interfere, in the reasonable judgment of Arena Company, with the preparation for, conduct of or viewing of any event taking place in the Licensed Premises or with (i) the operation of and the business of Arena Company and authorized tenants of the Licensed Premises; or (ii) the office and administrative operations of Arena Company and authorized tenants of the Licensed Premises. Notwithstanding any of the provisions of this Section 3.1.1 to the contrary, Arena Company agrees to make the Licensed Premises available exclusively to the Host Committee and the RNC for the purpose of conducting the Fall Media Walk-Through and the Spring Media Walk-Through at no additional license fee charge (provided that the Host Committee shall pay to Arena Company all Reimbursable Expenses associated with such walk-throughs), the dates, services and hours of which will be mutually agreed upon by the RNC and the Arena Company. In support of the foregoing, Arena Company shall reasonably cooperate with the RNC in its efforts to prepare for and conduct the Fall and Spring Media Walk-Through events (at no cost to the Arena Company).

3.1.2. Unlimited Access. During the Unlimited Access Period, the RNC shall have the exclusive right (subject to the NBA Contingency), at any time that the RNC or other persons (including media) approved by the RNC shall determine in its sole discretion, to enter and use all portions of the Licensed Premises (except the Excluded Areas) for construction, installation, organization and all other activities related to the Convention, for the conduct of the Convention and for dismantling, removal, and restoration of facilities and equipment thereafter. During the Unlimited Access Period, access to the

Licensed Premises shall be under the exclusive control and direction of the RNC (subject to the NBA Contingency) and shall be restricted exclusively to persons authorized by the RNC; provided, however, the RNC shall not (except during the Convention Period) unreasonably restrict access to the Licensed Premises by the Host Committee and Arena Company and their respective employees, agents and contractors with a need for such access to assist those Parties in fulfilling their obligations hereunder or under the Arena Operating Agreement, or unreasonably restrict access to the Licensed Premises which is reasonably required by personnel of Arena Company and authorized tenants of the Licensed Premises in order to enter and exit the Excluded Areas.

3.1.3. Post-Convention Period. During the Post-Convention Period, the RNC and the Host Committee shall have the non-exclusive, unrestricted right to enter and use the Licensed Premises for purposes of removing their property and accomplishing the Restoration Work (as defined in Section 6.1 hereof). During the first ten (10) days of the Post-Convention Period, access to the Licensed Premises shall be under the exclusive control and direction of the RNC and shall be restricted exclusively to persons authorized by the RNC; provided, however, during those ten (10) days, the RNC shall not unreasonably restrict access to the Licensed Premises by the Host Committee and Arena Company and their respective employees, agents and contractors with a need for such access, or unreasonably restrict access to the Licensed Premises which is reasonably required by personnel of Arena Company and authorized tenants of the Licensed Premises in order to enter and exit the Excluded Areas. Notwithstanding anything to the contrary in this Section 3.1.3, the Host Committee and the RNC shall use their commercially reasonable best efforts to make the Excluded Areas fully available to Arena Company following the conclusion of the fifth (5th) day of the Post-Convention Period.

3.1.4. Secured Spaces. During the Unlimited Access Period, the RNC may designate a reasonable number of specific rooms within the Licensed Premises as containing confidential or proprietary information; and Arena Company will provide the RNC with the only set of keys to each such room; provided, however, Arena Company may retain an emergency set of keys to each such room. In addition, beginning on the fourteenth (14th) calendar day prior to the first (1st) day of the Unlimited Access Period, subject to the provisions of Section 3.1.2, the RNC shall be afforded access to and use of a reasonable number of secured spaces or storage areas or rooms for storage of equipment and supplies, and shall be provided keys to such spaces, areas or rooms.

3.1.5. NBA Contingency. Notwithstanding anything to the contrary herein, the Parties acknowledge that the National Basketball Association (the "**NBA**") requires Arena Company to hold and reserve the Licensed Premises for exclusive use for NBA playoff games on certain dates during the months of April, May and June each year in the event that the Charlotte Hornets NBA team participates in, and/or advances through, the NBA playoffs (the "**NBA Contingency**"). As such, the Parties acknowledge and agree that in the event the RNC selects the Convention Period to commence on any date prior to August 16, 2020, then, notwithstanding anything to the contrary herein, the RNC's and Host Committee's access to the Licensed Premises during the Limited Access Period or the Unlimited Access Period, as applicable, shall be restricted and limited due to the NBA Contingency, as determined by Arena Company in its sole reasonable discretion. Arena Company will work in good faith to provide the Host Committee and RNC with access to the Licensed Premises during any period covered by the NBA Contingency (*e.g.*, to install and distribute cabling); provided, however, no such access or use by the Host Committee or RNC shall be permitted that would interfere with any required participating team or league access or the staging, presentation and/or viewing of any NBA playoff games occurring at the Licensed Premises during the period of such NBA Contingency.

3.1.6. Access Credentials. During the Unlimited Access Period, access credentials to the Convention Hall will be issued only by the RNC, subject to the provisions of Section 3.1.2 above and the Convention Security Plan. The RNC shall issue access credentials to those persons identified by Arena

Company, subject to reasonable background checks and RNC approval, as needing access to the Convention Hall during the Unlimited Access Period. During the Unlimited Access Period, the RNC shall determine the time, place, and manner of access required by Arena Company and its representatives, employees, and concessionaires for the purposes of carrying out the terms of this Arena License Agreement, and shall grant such persons access to the Convention Hall, subject to authorization and credentials issued by the RNC and subject to the RNC's determination. Notwithstanding credentialing during the Convention Period, the RNC reserves the right to regulate all access to appropriate individuals at all times and at the Convention Hall in accordance with the Convention Security Plan; provided, however, that nothing in this Arena License Agreement shall prevent authorized employees of the City from performing and carrying out their governmental functions and purposes; or responding to any police, fire, or medical emergency in, at, or around the Convention Hall; including, without limitation, all areas designated as restricted areas by the RNC, or responding to any public safety or security situation on the Premises. Notwithstanding anything to the contrary herein, Arena Company shall have no liability hereunder or otherwise to the RNC or the Host Committee with respect to any of the Arena Company's obligations hereunder to the extent that the RNC's exercise of its rights and authority under this section prevents or impairs Arena Company's ability to perform its obligations hereunder.

3.1.7. Keys. Arena Company shall provide to the RNC the number of keys, access cards or other like access items that are necessary and appropriate to utilize the above described rights of Unlimited Access. The Host Committee agrees to cause the RNC to return all such keys, access cards or other like access items to Arena Company at the conclusion of the period of Unlimited Access. Upon the commencement of the Unlimited Access Period, Arena Company shall provide keys, access cards or other like access items to non-RNC personnel only upon written authorization by the RNC.

3.2. Access and Rights to Suites. The license granted to the RNC during the Unlimited Access Period and Post-Convention Period shall include the use of all suites in the Licensed Premises and their sponsorship rights, without any additional compensation of any kind.

3.3. Partial Assignment of Rights and Sublicense of Space. During the Unlimited Access Period, the RNC will have the exclusive right to assign its rights with respect to portions of the Licensed Premises and to sublicense the right to use space in and on the Licensed Premises (except the Excluded Areas). All rights granted to the RNC under any provision of this Arena License Agreement to exclusive use of or access to any room, space or facility within or related to the Licensed Premises includes the right to assign its rights with respect to portions of the Licensed Premises and to sublicense such right to any other person or entity at the sole discretion of the RNC for use in connection with the Convention. Notwithstanding any assignment or sublicense hereunder pursuant to the foregoing, the Host Committee shall remain liable to the Arena Company for all amounts due hereunder.

3.4. Casualty.

3.4.1. Notification. In the event there is any damage or injury to the Licensed Premises or any portion thereof as a result of a fire or other casualty, at any time from the Effective Date to the conclusion of the Unlimited Access Period, Arena Company shall immediately notify the Host Committee and RNC in writing of such event, describing the circumstances of the fire or other casualty, and the estimated time it will take to complete the repairs. All repairs to the Licensed Premises (other than the Alterations or personal property of the RNC or Host Committee, or repairs related to the Restoration Work), except for repairs required as a result of the negligence or willful misconduct of the RNC, the Host Committee, or their respective officers, directors, employees, Contractors, invitees or agents, shall be the

sole responsibility of the Arena Company, unless otherwise provided for in the Arena Operating Agreement.

3.4.2. Inability to Restore. If, as reasonably determined by the RNC, the Licensed Premises shall be rendered unusable for the purposes contemplated by this Arena License Agreement, except for any damage or injury due to the negligence or willful misconduct of the RNC or the Host Committee, or their respective officers, directors, employees, Contractors, invitees or agents, and the RNC, following good faith consultations with the Host Committee, the City and the Arena Company, shall determine that necessary repairs cannot be effected in such a manner as not to interfere with RNC's use of the Licensed Premises when and as contemplated by this Arena License Agreement, the RNC may, in its sole discretion, terminate this Arena License Agreement as to the Arena Company by written notice to the Arena Company and the Host Committee. Following such a termination, except as set forth in Section 3.4.3, neither the Arena Company nor the City shall have any further obligation or liability to the Host Committee, the RNC, or any other Party, including without limitation, any obligation to identify or provide a replacement or substitute facility for the Convention. Furthermore, in the event the RNC does not terminate this Arena License Agreement with respect to the Arena Company following such a casualty event, neither the Arena Company nor the City shall have any liability to the RNC, the Host Committee or any other Party if the work required to repair the Licensed Premises is not completed in time for the use of the Licensed Premises contemplated by this Arena License Agreement. The Host Committee retains the right to propose to the RNC substitute facilities that are suitable for the purpose contemplated by this Arena License Agreement and the Framework Agreement and the RNC agrees, in good faith, to consider those substitute facilities. To the extent that RNC incurs expenses as a result of the events described in this Section 3.4.2 which would not have been incurred in the absence of such events, including expenses related to the investigation and consideration of alternative sites for, and relocation of, the Convention, the Host Committee shall reimburse RNC for all such expenses. The RNC shall have sole discretion to determine where the Convention shall be located in such circumstances.

3.4.3. Effect of Termination Following Casualty. In the event this Arena License Agreement is terminated pursuant to this Section 3.4 (other than as a result of a casualty event or damage that, in either case, is caused by the negligence or willful misconduct of the Arena Company), (a) if such termination occurs prior to the Unlimited Access Period, the initial installment of the License Fee shall be retained by the Arena Company and the Host Committee shall have no obligation to pay any further installments of the License Fee, and (b) if such termination occurs during the Unlimited Access Period, (i) the initial installment of the License Fee shall be retained by the Arena Company, and (ii) the remaining installments of the License Fee shall be reduced pro rata based upon the number of days that had elapsed in the Unlimited Access Period as of the effective date of the termination.

3.4.4. Damage to or Partial Destruction of the Licensed Premises. In the event of any partial destruction or injury to the Licensed Premises, the Arena Company and the City shall, consistent with their obligations under the Arena Operating Agreement and without charge to the RNC or the Host Committee, cause the damage or destruction to be repaired so as to avoid impairment of the use or access contemplated by this Arena License Agreement unless: (a) such destruction or injury is caused by the negligence of the Host Committee or the RNC, in which case the costs of such repair shall be paid for by the Host Committee, or (b) the extent of the damage to the Licensed Premises renders it economically impracticable to repair as reasonably determined by the Arena Company or the City.

3.5. Personal Property on Premises. The Host Committee and RNC agree that all property brought onto the Licensed Premises by either the Host Committee and/or RNC or any of their invitees shall be at the risk of that Party and that neither the Arena Company, the City nor the CRVA shall be liable to either the Host Committee, the RNC or any such invitee for any loss or damage of such property (including

without limitation, loss or damage due to theft, electricity, gas, water or rain which may leak or flow from or into any part of the Licensed Premises, from fire or explosion, or from any other or similar cause whatsoever), regardless if such loss or damage is caused by the negligence of Arena Company, the City, the CRVA or their respective employees, agents, contractors or invitees, unless (1) such loss or damage is caused by the negligence of Arena Company, the City, the CRVA or their respective employees, agents, contractors or invitees and (2) such property is not covered or would not have been by covered the insurance required to be obtained and maintained by the Host Committee hereunder (whether or not such insurance is actually obtained or maintained), excluding the payment of any deductible in accordance with such insurance.

3.6. Maintenance of Convention Hall Condition. The Arena Company, the City and the CRVA each agree, respectively, (but only to the extent of their respective individual responsibility under the Arena Operating Agreement), that they will maintain the Convention Hall in compliance with all laws and in a good state of repair, reasonable wear and tear excepted, up to the time at which the Unlimited Access Period commences, and, during the Unlimited Access Period, will keep the structural supports, exterior walls of the Convention Hall, including windows, doors and passageways from the lobby and the street, and the adjacent sidewalks and entrance lobby, and mechanical systems in good order and repair, substantially free of rubbish and other obstructions; provided, however, that the foregoing shall not be construed to require Arena Company, the City or CRVA to take any action with respect to any conditions caused by the Host Committee or the RNC, their officers, employees, invitees, agents or contractors, as to all of which the Host Committee shall remain responsible, as provided herein.

4. LICENSED PREMISES FACILITIES AND SERVICES

In addition to the facilities, goods, furnishings, equipment and other properties and services listed in Article 3 of this Arena License Agreement, Arena Company hereby agrees to provide, or cause to be provided, to the RNC the following, in consideration of the payments by the Host Committee to the Arena Company set forth in Article 5 and at no charge to the RNC (but subject to reimbursement by the Host Committee to the extent constituting Reimbursable Expenses):

4.1. General Seating. During the Unlimited Access Period, Arena Company will provide, and RNC shall have the use of, all permanently installed seats in the stands and skyboxes located in the Convention Hall, consisting of approximately seventeen thousand (17,000) permanent seats, and all portable cushioned seats of the type typically used for floor seating that are in the Arena Company's possession as of such date as agreed to by the RNC and Arena Company. Host Committee shall be responsible for obtaining and delivering such additional portable seats capable of being linked together as are mutually agreed by the Arena Company and the RNC. Arena Company shall be responsible for setting up and removing all portable seats.

4.2. Skyboxes. Arena Company agrees to make all skyboxes and existing anchor booths in the Convention Hall available for the exclusive use and control of the RNC during the Unlimited Access Period; to obtain from all persons and entities owning or holding any interest in or right to use such skyboxes such licenses, leases, assignments or releases of such interest and rights, if any, as may be necessary to provide RNC with such exclusive use; and to indemnify, defend and hold the RNC and the Host Committee harmless from and against any and all Losses resulting or arising from the failure to make such skyboxes available for the use of the licensees thereof.

4.3. Multimedia Facilities. The broadcast studio and sound stage located near the loading docks and the control room, including any Avid post-production workstations and facilities therein, shall be deemed included within the Licensed Premises and RNC shall have the right to use all equipment and facilities located therein during the Unlimited Access Period. It is agreed that Arena Company shall make

its personnel available to operate the equipment within the broadcast studio and control room under the direction of the RNC. The Host Committee shall pay for the services of such personnel and such other personnel as RNC determines are needed to be hired by or contracted for by the Host Committee to support operations in the multimedia control room.

4.4. Concessions. Arena Company shall have the right (either directly or indirectly through its concessionaire(s)) to distribute, dispense and sell food and beverages in all areas of the Licensed Premises during the Convention Period. The RNC and the Host Committee shall have the right to close any concession stand(s) or food court(s) during the Unlimited Access Period and shall have the right to limit the menu of food and beverages served during the Unlimited Access Period by any concession stand or food court. Arena Company has an exclusive concessionaire for food and beverage services in the Convention Hall. Notwithstanding such exclusive status, however, Arena Company shall, if so requested by the Host Committee or RNC, use its best efforts to secure a binding commitment from such concessionaire to waive exclusivity and allow the Host Committee and RNC to select additional caterers. Arena Company agrees that the prices for food and beverages sold at the Convention Hall will not be increased during the Unlimited Access Period above the highest price level otherwise in effect during the period beginning on the opening day of the 2019-2020 sports season.

4.5. Restrooms. Arena Company shall provide that, throughout the Unlimited Access Period, the Licensed Premises shall have a minimum of twenty-four (24) men's, twenty-three (23) women's, and nine (9) family restrooms operational and available. All restrooms will be accessible to and usable by persons with disabilities. Restroom facilities shall be cleaned and re-supplied by Arena Company throughout the Unlimited Access Period as often as necessary in order for said facilities to be maintained in accordance with the highest standards of cleanliness and utility, it being understood and agreed that while the Convention is in session, said facilities shall be cleaned and re-supplied with no less frequency than at least once every two (2) hours.

4.6. Janitorial Service. During the Unlimited Access Period, Arena Company shall cause the Licensed Premises to be cleaned as necessary to assure that all facilities, spaces, and rooms to be used during the Unlimited Access Period are clean and in good order during such period. During the Convention Period, Arena Company shall cause the Licensed Premises to be cleaned as necessary to assure that all facilities, spaces and rooms are clean, presentable and in good order at the start of each session of the Convention, such cleaning service to include balloon and confetti clean-up.

4.7. Signage and Scoreboard.

4.7.1. Arena Company Signage. At the RNC's request, Arena Company shall cause the covering, during the Convention Period, of any commercial signage or advertising display which is in any area of the Licensed Premises; provided, however, Arena Company shall not be obligated to cover any signage incorporating the name of Spectrum Center in any areas exterior to the Convention Hall. In the event the RNC does not request any scoreboard or videoboard to be covered, the RNC shall have the right, during the Unlimited Access Period, to make use of such scoreboards or videoboards and the personnel and facilities needed to control them. RNC shall have the right, at no cost to the RNC (but at the cost of the Host Committee), to make use of the scoreboards and videoboards during the Limited Access Period during such walk-throughs, meetings, and visits as are permitted under this Arena License Agreement during such Limited Access Period. Neither the Host Committee nor the RNC shall at any time themselves remove or permanently relocate or alter any advertising displays or scoreboards within or upon the Licensed Premises or any areas adjacent thereto without the prior written consent of Arena Company, which consent will not be unreasonably withheld.

4.7.2. Convention Signage. The Host Committee and RNC shall have the right to place and maintain, during the Unlimited Access Period, in the Licensed Premises, such signs, letterings and displays as are incident and relate to the conduct of the Convention. Arena Company shall have the right to approve exterior signage with RNC or Host Committee sponsorship recognition to protect the interests of Arena Company founding and name in title sponsors. Prior to the conclusion of the Unlimited Access Period, the Host Committee shall remove all signs, lettering and displays from each area of the Licensed Premises and shall repair any damage to the Licensed Premises caused by the erection, maintenance or removal of such signs, letterings or displays.

4.8. Electrical Power. Arena Company shall provide electrical capacity not to exceed that described in Exhibit A hereto, for general use of the Licensed Premises as contemplated herein during the periods of construction and other preparation prior to the Convention Period, during the Limited Access Period and Unlimited Access Period and during the Convention Period and Post-Convention Period, and for the lighting and electrical systems, the telephone and photocopy room and other rooms, facilities and equipment to be provided as contemplated herein. Arena Company shall assume the cost of all power usage during the Limited Access Period. The Host Committee shall assume the cost of providing all power usage in excess of that provided for in Exhibit A, during the Unlimited Access Period, and must contract with a vendor for, or otherwise provide, management of the power and its distribution.

4.9. Air Conditioning. During the Convention Period, the Convention Hall shall be air-conditioned so as to remain no higher than 72 degrees Fahrenheit, with relative indoor humidity not to exceed fifty percent (50%), and comfortably ventilated. Such conditions are to be maintained under the conditions of occupancy and lighting intensity contemplated by this Arena License Agreement even if such conditions were maintained continuously, without interruption, throughout the Convention Period. During the remainder of the Unlimited Access Period, those indoor portions of the Licensed Premises (other than the Convention Hall) shall be maintained at 72 degrees. During the Unlimited Access Period, Arena Company shall make available twenty-four (24) hours a day the services of an engineer on staff to operate, maintain, and immediately repair the Licensed Premises' air conditioning system.

4.10. Water. During the Unlimited Access Period, Arena Company shall provide a supply of hot and cold running water, sufficient for the Convention attendees and the activities contemplated by this Arena License Agreement, continuously for restroom facilities, drinking fountains, skyboxes and other installations and activities on the Licensed Premises for which hot and cold running water is appropriate.

4.11. Master Antenna. Arena Company shall provide RNC, during the Convention Period, with use of the Licensed Premises distributed RF master antenna television system.

4.12. Carts. At a date, time, and location determined by the RNC, the Arena Company shall provide motorized carts for the use of the Host Committee and the RNC within the Licensed Premises during the Unlimited Access Period in the amount reasonably determined by the RNC.

4.13. Wheelchairs. Upon request by the RNC, Arena Company shall make available no less than one hundred (100) wheelchairs for use by the RNC during the Convention Period.

4.14. Use of Services and Facilities.

4.14.1. Limited Access Period. Arena Company shall have authority, during the Limited Access Period, to establish reasonable schedules for the use and availability of services and facilities in the Licensed Premises, including entrances, exits, truck ramps, receiving areas, marshalling areas, storage areas, passenger and freight elevators, and to reasonably determine when and the extent to which the sharing

of any such services and facilities is necessary or desirable. The Host Committee and RNC agree to comply with any schedules so established and to cooperate in any sharing arrangements so determined.

4.14.2. Unlimited Access Period. During the Unlimited Access Period, the schedule for use of such services and facilities by any Party shall be coordinated through Arena Company's operations department, the Construction Manager, the Host Committee's operations manager and the person designated by the RNC to manage onsite operations at the Convention Hall (the "**RNC's Hall Manager**"). During the Convention Period such services and facilities shall be under the control of the RNC; however, the RNC agrees to consult with Arena Company and the Host Committee to afford Arena Company and the Host Committee reasonable access to such services and facilities.

4.15. Personnel – General. During the Unlimited Access Period, the services of the personnel of Arena Company, including operations personnel including maintenance, operations and engineering staff, shall be available during Business Hours, and thereafter as necessary, at no cost to the RNC, to perform the responsibilities of Arena Company hereunder and to assist RNC and the Host Committee in the planning and execution of the Convention.

4.16. Limitation of Arena Company Obligations.

4.16.1. General. Except as otherwise expressly provided in this Arena License Agreement, Arena Company shall not be required to provide or pay for the personnel, services, equipment or materials necessary for the conduct of the Convention, including any necessary construction, wiring finishing or similar such work, the arrangements for which shall be made in accordance with Article 6 herein and the Framework Agreement. Arena Company shall have no obligation to perform any construction upon, or alteration of the Licensed Premises, nor shall Arena Company have any obligation to provide any extraordinary services, except as otherwise provided in this Arena License Agreement.

4.16.2. Filings and Permits – Convention. The Host Committee shall have the responsibility to obtain and provide, at the sole expense of the Host Committee, all filings, permits and approvals from any federal, state or local governmental department or regulatory agency which may be required for the conduct of the Convention (except for building and construction or building permits).

4.16.3. Construction Permits. Each Contractor shall be responsible for obtaining and providing, at its sole cost and expense, all filings, permits and approvals from any federal, state or local governmental department or regulatory agency which may be required for any construction or other work to be performed by such Contractor.

4.16.4. Insurance. The Host Committee, at its sole expense, shall ensure that adequate provisions are made to protect the Licensed Premises and the property of Arena Company, including the maintenance of insurance satisfactory in nature and amount to Arena Company and the City. Arena Company has reviewed the insurance requirements in Article 11 and Exhibit B hereof, and Article 10 and Exhibit B of the Framework Agreement, and agrees that said policies and coverage are acceptable for purposes of this Section 4.16.4.

4.17. Emergency Medical Facilities. During the Convention Period, Arena Company shall permit, or provide if requested by the RNC, at least two (2) ambulances and fully staffed and equipped first aid offices suitable for use as emergency medical facilities, within the Licensed Premises. Such facilities shall be open and available for use throughout the Convention Period, and shall be staffed with qualified medical personnel. The Host Committee will indemnify, defend and hold the Arena Company harmless from and against any and all Losses resulting or arising from the provision of medical services at such

emergency medical facilities absent gross negligence or willful misconduct on the part of the Arena Company, its agents, employees or representatives.

4.18. Security Within Licensed Premises. During the Unlimited Access Period, including the Convention Period, Arena Company shall provide security within the Licensed Premises at all points inside the secured entrances to the Licensed Premises at no cost to the RNC to assist in securing property, equipment, and supplies. During the Convention Period, Arena Company shall make available its normal full complement of security and guest services personnel or ushers for "major" shows at no additional cost to the RNC to assist the RNC in providing security within the Licensed Premises as reasonably directed by the RNC.

5. LICENSE FEE AND EVENT COSTS

5.1. Payment of License Fee by Host Committee.

5.1.1. License Fee. In consideration for use of the Licensed Premises, the Host Committee agrees to pay Arena Company a license fee (the "**License Fee**") of five million five hundred thousand dollars ($5,500,000), payable in installments as follows: ten percent (10%) wired on or before October 1, 2018; forty percent (40%) wired on or before the date sixty (60) calendar days prior to the start of the Convention Period; and the remaining fifty percent (50%) wired on or before the date seven (7) calendar days prior to the start of the Convention Period.

5.1.2. Reimbursable Expenses. It is understood and agreed that the License Fee set forth in Section 5.1.1 only includes use of the Licensed Premises and costs that would exist irrespective of the occurrence of the Convention. If (i) any additional facilities or services are requested by the Host Committee, the RNC or any other Party to be provided by the Arena Company or the CRVA, including without limitation, any or all of those facilities and services required to be provided by the Arena Company or the CRVA pursuant to Article 4 hereof, or (ii) the terms of the Arena License Agreement or certain requests made by the RNC/Host Committee result in the Arena Company or the CRVA being required to make or incur additional expenditures above and beyond current non-event staffing or equipment (collectively (i) and (ii), and including, without limitation, Event Costs and the expenses (or comparable expenses) identified in Article 4 and Exhibit C hereto as requested, the "**Reimbursable Expenses**"), then, unless such Reimbursable Expenses have been directly paid for by the Host Committee or a third party on behalf of the Host Committee, the Host Committee agrees to reimburse the Arena Company for such Reimbursable Expenses in accordance with Section 5.1.3 and such amounts shall be in addition to and outside of the amount of the Licensee Fee set forth in Section 5.1.1. For clarity, Exhibit C is illustrative of some of the expenses that will be reimbursable to Arena Company by the Host Committee, but the Parties expressly acknowledge and agree that Exhibit C does not include the complete list of all expenses that will be reimbursed.

5.1.3. Payment of Reimbursable Expenses. Any amounts required to be paid by the Host Committee pursuant to Section 5.1.2 above shall be payable as follows:

(a) Any Reimbursable Expenses incurred by the Arena Company or the CRVA through March 31, 2020 and not previously reimbursed may be invoiced by the Arena Company on April 1, 2020, and such invoice shall be paid in full by the Host Committee on or before April 30, 2020; and

(b) After April 15, 2020, any Reimbursable Expenses not previously reimbursed may be invoiced by the Arena Company at any time, and such invoices shall be paid by the Host Committee within five (5) Business Days thereof from the Reimbursable Expenses Reserve (as defined below); provided, however, if there are no amounts in the Reimbursable Expenses Reserve at any time, amounts

due pursuant to any such invoice shall be paid in cash by the Host Committee within five (5) Business Days thereof.

5.1.4. Reimbursable Expenses Reserve. On or before April 1, 2020, the Arena Company shall deliver to the Host Committee, following consultation with the Host Committee and the RNC, a good faith estimate of the Reimbursable Expenses that Arena Company and the CRVA will incur from such date through the completion of the Restoration Work, which may be based upon the Reimbursable Costs incurred prior to such date, a reasonable forecast of the additional facilities and services to be provided by, and/or additional expenditures to be incurred by, the Arena Company and the CRVA from such date through the completion of the Restoration Work, and/or similar expenses incurred by the host location of prior conventions or incurred by the Arena Company with respect to prior events at the Convention Hall. The Host Committee shall deposit such estimated amount in an escrow account for the benefit of the Arena Company and for payment towards the Reimbursable Expenses incurred by the Arena Company (the "**Reimbursable Expenses Reserve**") as follows: (1) fifty percent (50%) of such amount shall be deposited in the Reimbursable Expenses Reserve on or prior to April 20, 2020 and (2) fifty percent (50%) of such amount shall be deposited in the Reimbursable Expenses Reserve on or prior to the date thirty (30) days prior to the start of the Convention Period; provided, however, Arena Company and the Host Committee shall perform a "true-up" of the estimate of the total Reimbursable Expenses sixty (60) days prior to the start of the Convention Period and the remaining amount of the estimated Reimbursable Expenses based on such "true-up" shall be deposited by Host Committee in the Reimbursable Expense Reserve on or prior to the date that is thirty (30) days prior to the start of the Convention Period. The Host Committee and RNC hereby agree that the Reimbursable Expenses Reserve shall be used only for payment of the Reimbursable Expenses and for no other purpose. Following the completion of the Restoration Work and the payment in full of all Reimbursable Expenses, any amounts remaining in the Reimbursable Expenses Reserve shall be refunded to the Host Committee.

5.2. Additional Costs. In addition to (and without limitation of) the fees and costs provided for in Section 5.1 and Exhibit C, the Host Committee shall be solely obligated to pay for the further costs specified below (including, as applicable through the reimbursement of such costs as Reimbursable Expenses):

5.2.1. Arena Company Relocation Costs. Host Committee shall pay for any and all costs associated with Arena Company's relocation of equipment, property and merchandise in connection with the Convention and with Arena Company's relocation of personnel (including associated office rental costs) in the event the RNC or the Host Committee requests use of administrative office space in the Licensed Premises.

5.2.2. Costs of Seating. If additional seating is required, as specified in Section 4.1, the Host Committee shall be responsible for all costs of providing, removing, and otherwise associated with such seating.

5.2.3. Multimedia Facilities. The Host Committee shall pay for the services of all multimedia services personnel as described in Section 4.3, and such other personnel as RNC determines are needed to be hired by or contracted for by the Host Committee to support operations in the multimedia control room.

5.2.4. Arena Company Signage. To the extent that Arena Company is required to expend funds to fulfill its obligation under Section 4.7.1 to cover commercial signage and/or advertising, the Host Committee shall reimburse Arena Company for reasonable costs.

5.2.5. Electrical. The Host Committee shall assume the cost of providing all power usage in excess of that provided for in Exhibit A, as set forth in Section 4.8, during the Unlimited Access Period, the Convention Period, and the Post-Convention Period.

6. FACILITIES/AMENITIES TO BE PROVIDED BY THE HOST COMMITTEE

6.1. Definitions. As used in this Arena License Agreement, the following terms shall have the following meanings:

"**Alterations**" shall mean collectively any and all additions or changes to the Licensed Premises reasonably requested, authorized and approved by the RNC, including the installation of platforms, podiums, risers, floor decking, sub-structure false floor, decorations, carpeting, painting, special security signaling systems, electronic voting stands, offices, skybox modifications, carpeting, electronic voting stands, orchestra platform, press stands, camera fixtures and platforms, writing press stands, lighting; sound, telephone, electrical, computer, communications, heating and cooling lines, conduit and equipment; the construction, relocation or demolition of any interior walls or partitions; and any work (in addition to that enumerated above) of a nature that would require a building permit from the City or the County.

"**Construction Work**" shall mean all work necessary to complete any Alterations.

"**Construction Manager**" shall mean a firm specializing in construction management or general contracting work which shall be designated the construction manager for all Construction Work and Restoration hereunder pursuant to Section 6.3 hereof.

"**Original Condition**" shall mean the condition in which the Licensed Premises were in at the commencement of the Unlimited Access Period, subject to subsequent deterioration from such condition due exclusively to ordinary wear and tear and any variations thereof agreed to by the Host Committee, the City and the Arena Company. Notwithstanding the foregoing, if, at the commencement of the Unlimited Access Period, any alterations have already been made by the Host Committee or any of its Contractors or agents, the "Original Condition" shall be deemed to be, with respect to components of the Licensed Premises which are affected by such alterations, the condition which the Licensed Premises would have been in at the commencement of the Unlimited Access Period but for such alterations.

"**Plans**" shall mean all architectural, space design, mechanical, electrical, lighting, and other plans and specifications necessary for the bidding of and obtaining all requisite permits for all Construction Work and Restoration.

"**Restoration**" shall mean all work necessary to restore the Licensed Premises to their Original Condition which is necessitated by alterations made by the RNC, by the Host Committee, or any of their Contractors or agents, or by media users in accordance with Section 6.5 hereof (including but not limited to Alterations), or by damage due to accident, negligence, vandalism, or any cause other than ordinary wear and tear.

"**Restoration Amount**" shall mean, as of the first (1st) day of the Unlimited Access Period, the aggregate of all amounts identified under any construction contracts entered into by the Host Committee, as of such date, for Restoration Work, plus twenty percent (20%).

"**Restoration Deadline**" shall mean 11:59 p.m. Local Time on the date which is twenty-one (21) days following the completion of the Convention Period.

"**Restoration Work**" shall mean all work necessary to complete the Restoration.

"**Unanticipated Restoration Work**" shall mean all Restoration Work other than Restoration Work included in contracts let for Alterations. Unanticipated Restoration Work shall include requirements to repair, replace or restore alterations made to the Licensed Premises by the Host Committee, the RNC, or any of their Contractors or agents or media users that do not constitute "Alterations" as defined herein, and requirements to repair, replace or restore any components of the Licensed Premises which have been damaged by accident, negligence, vandalism, or any cause other than ordinary wear and tear.

6.2. Alterations. The Host Committee hereby agrees to cause to be designed and constructed at the Licensed Premises the Alterations, in accordance with specifications and schedules established by the RNC, in accordance with all applicable laws, codes and ordinances, and otherwise in accordance with the terms and conditions of this Article 6. Arena Company, City and CRVA hereby authorize the Host Committee to make any and all Alterations which the Host Committee is obligated to make pursuant to the terms of this Arena License Agreement, which are authorized by the RNC to be made at the expense of a third party or which are otherwise agreed to be made by agreement of the Host Committee and RNC; provided, however, such Alterations shall be made in strict accordance with the provisions of this Article 6; provided, further, all Restoration Work that is necessitated by such Alterations and by the use of the Licensed Premises shall be completed at the sole cost and expense of the Host Committee in accordance with the requirements of this Article 6. All Alterations may be made only from and after the commencement of the Unlimited Access Period unless Arena Company otherwise agrees.

6.3. Designation of and Agreement with Construction Manager. The RNC shall select the Construction Manager in consultation with the Host Committee and the Joint Representative. The Construction Manager shall enter into a Construction Management Agreement with the Host Committee, pursuant to which the Construction Manager shall manage and be responsible and assume all risk and responsibility for all Construction Work and Restoration Work (and any amounts payable pursuant to Section 6.6.5, unless the failure to meet the Restoration Deadline was due to (i) the acts or omissions of the Arena Company, the City or the CRVA, or (ii) an event of force majeure not caused by the RNC, the Host Committee, the Construction Manager or any of their respective representatives), which is required to be performed pursuant to this Arena License Agreement (the "**Construction Management Agreement**"). The RNC shall prepare the form of the Construction Management Agreement and the final agreement shall be subject to the approval of the Joint Representative, not to be unreasonably withheld or delayed. The Construction Management Agreement shall contain, among other provisions, provision for the following:

6.3.1. Construction Manager's Schedule. The Construction Manager shall be responsible for preparing, on the basis of the Plans approved pursuant to the provisions of Section 6.4, a schedule for all Construction Work and Restoration Work (the "**Schedule**"), including a plan for the Restoration work, which shall include provision for acquiring sufficient quantities of materials requiring advance purchase which may be necessary for the Restoration Work. Such Schedule shall be updated and supplemented as additional Plans are approved. The Schedule shall at all times give strict adherence to the requirement that all Restoration Work must be completed by the Restoration Deadline.

6.3.2. Walk-throughs. The Construction Manager shall participate in the Walk-throughs referred to in Section 6.6 hereof.

6.3.3. Insurance and Indemnity Requirements. The Construction Manager shall at all times comply with, and cause all Contractors to comply with, the insurance requirements of this Arena Licensing Agreement (including Exhibit B) and the Framework Agreement unless such requirements have been waived by the RNC with consent of Arena Company and the City. The Construction Management Agreement shall require the Construction Manager to indemnify, defend and hold harmless the Arena Company, and its members, managers, agents, employees, successors and assigns, and the City, together with the CRVA and their respective elected officials, officers, employees and agents, from any and all

claims, costs, liabilities, or demands arising out of or related the performance of the Construction Work and construction of the Alterations and Restoration Work. The Host Committee and RNC agree that neither the Arena Company, the City nor the CRVA shall be liable to either the Host Committee, the RNC or any such other Party for any loss of or damage to the Alterations, regardless if such loss or damage is caused by the negligence of Arena Company, the City, the CRVA or their respective employees, agents, contractors or invitees, unless (1) such loss or damage is caused by the negligence of Arena Company, the City, the CRVA or their respective employees, agents, contractors or invitees and (2) such property is not covered or would not have been by covered the insurance required to be obtained and maintained by the Host Committee hereunder (whether or not such insurance is actually obtained or maintained), excluding the payment of any deductible in accordance with such insurance.

6.3.4. Procurement Documents. All procurement documents for Construction Work and all contracts entered into as a result thereof shall state separately the portion of the contract price relating to Restoration Work.

6.3.5. Conformity with Plans. The Construction Manager shall not be authorized to perform any Construction Work or Restoration Work unless it is in receipt of Plans therefor which have been approved in writing by the Host Committee, the RNC and the Joint Representative, which such approval shall not be unreasonably withheld. Any changes in Plans shall require the approval of said Parties, which such approval shall not be unreasonably withheld.

6.3.6. Approval of Bidding List. Arena Company shall have the right to approve the bidding list for all contracts for Construction Work and Restoration Work, which such approval shall not be unreasonably withheld.

6.3.7. Payment and Performance Bond. The Construction Manager shall be required to post a payment and performance bond in the full amount of the cost of the Alterations and Restoration Work for the benefit of Arena Company as obligee. The Payment and Performance Bond shall be from a U.S. federally registered surety or bonding agency that is registered to conduct business in the State of North Carolina and subject to the approval of the Arena Company, which approval shall not be unreasonably withheld. The Payment and Performance Bond shall be conditioned upon the full and faithful performance of each and every term, condition and provision of the Construction Management Agreement and the payment of obligations arising thereunder, and shall be subject to approval by the City and the Arena Company as to form, content and surety, which approval shall not be unreasonably withheld. The Construction Manager shall pay all premiums chargeable for the bond, and the bond shall contain a provision that it shall not terminate prior to completion of the Alterations and Restoration Work and acceptance thereof by the Arena Company and the City. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Construction Management Agreement, the Construction Manager shall promptly furnish a copy of the bonds or shall permit a copy to be made.

6.4. Preparation of Plans and Contracts for Alterations.

6.4.1. Joint Representative. The City, Arena Company and CRVA will jointly designate a City employee as the "**Joint Representative**" of the City, Arena Company, and CRVA, with responsibility for ensuring that all approvals required to be made by such Joint Representative on behalf of such Parties, as set forth in this Section 6.4, have to the extent necessary been cleared with those parties. The City, Arena Company and CRVA agree to consult in good faith with the Host Committee and RNC

regarding the selection by the City, Arena Company and CRVA of the individual chosen to serve as such Joint Representative.

6.4.2. Approval and Requirements. No Construction Work or Restoration Work may be performed in the Licensed Premises other than pursuant to Plans and the applicable construction contracts therefor, or change orders or modifications thereto, which, in each case, have been approved in writing by the Joint Representative. All such approvals may be given only by the Joint Representative. All Plans and change orders shall be initially agreed upon by the Host Committee and RNC and submitted to the Joint Representative for review and approval (which shall not be unreasonably withheld). It is hereby agreed that all Plans for any phase of the Construction Work shall include a requirement that, and the Host Committee shall cause, the Licensed Premises be restored to their Original Condition on or before the Restoration Deadline.

6.4.2.1. Time for Approval. All plans submitted to the Joint Representative shall be approved or commented upon by the Joint Representative within seven (7) Business Days of their receipt by the Joint Representative, except that during the period from and including the thirtieth (30th) day prior to the Convention Period through and including the twenty-first (21st) day prior to the Convention Period, such period shall be reduced to two (2) Business Days, and during the twenty (20) day period prior to the Convention Period, such period shall be reduced to eight (8) Business Hours; notwithstanding the foregoing, in the event that, within such eight (8) Business Hour period, the Joint Representative notifies the Host Committee that it will be impossible to comply with such requirement, the Host Committee shall grant a reasonable extension, not to exceed two (2) Business Hours, to enable Arena Company to give adequate review to any proposed Plans or change orders. The Host Committee and RNC shall use their best efforts to cause all initial Plans to be submitted to the Joint Representative prior to January 1, 2020 so that the accelerated review periods are minimized.

6.4.3. Disapproval of Plans. If the Joint Representative disapproves any plans, designs and specifications, he/she shall provide in a written notice the reasons in detail, except that such reasons may be provided orally during the twenty (20) day period prior to the Convention Period. Such writing (or reasons provided orally) shall be provided to the Construction Manager on the Licensed Premises or, if such individual is not on the Licensed Premises, the disapproval notice shall, during the Unlimited Access Period, be delivered to a site on the Licensed Premises designated for such purposes by the Host Committee and, during the Limited Access Period, to a person designated by the Host Committee and RNC. If the Joint Representative fails to disapprove Plans, designs or specifications within the time periods set forth in Section 6.4.2, then such Plans, designs or specifications shall be deemed approved. Neither the City, the Arena Company nor CRVA shall be responsible by reason of approval or disapproval by the Joint Representative of any such Plans, designs or specifications for any defects in design or workmanship with respect to any construction in or alteration or restoration of any area in the Licensed Premises; provided, however, to the extent the City or Arena Company insists upon any changes to the Plans, designs and specifications, such Party shall be liable for any design defects and for any incremental damage to the Licensed Premises resulting from such changes, except to the extent such defects or damage are due to the negligence or willful misconduct of RNC, the Host Committee or their Contractors.

6.5. Media.

6.5.1. Media Alterations. The RNC may authorize any media outlet to construct or cause to be constructed alterations to a skybox or skyboxes or such other spaces or facilities as are assigned or sublicensed by the Host Committee or the RNC to such media outlet; provided, however, the selection of the general contractor and all Subcontractors by such media outlet shall be subject to the approval of the Construction Manager, all plans for such Alterations shall be subject to the provisions of Sections 6.2, 6.3 and 6.4 hereof, and such media outlet shall be required to execute a user agreement with the Host

Committee, which agreement shall be in form and substance reasonably satisfactory to Arena Company and the RNC, and which shall require the media outlet at its own expense to (i) identify the amount required to accomplish Restoration with respect to any such Alternations in accordance with all of the terms, conditions and requirements of this Article 6 that are otherwise applicable to Alterations performed by the RNC or Host Committee; and (ii) to timely accomplish such Restoration with respect to all such alternations in accordance with all of the terms, conditions and requirements of this Article 6 that are otherwise applicable to Alterations performed by the RNC or the Host Committee.

6.5.2. [Reserved]

6.6. Restoration; Walk-throughs.

6.6.1. Initial Walk-through. Prior to the commencement of the Unlimited Access Period, the Host Committee, the RNC, the Joint Representative and the Construction Manager shall conduct an inspection of the Licensed Premises ("**Initial Walk-through**") for the purpose of memorializing the Original Condition. Those parties shall record, by written narrative or photographic or videotape record, as appropriate, all conditions of the Licensed Premises which are damaged or in any condition other than "new" or "like new." In the event that any Alterations have theretofore been made, the nature of such Alterations shall also be recorded and the nature of the required Restoration as a result thereof described. The record of the Initial Walk-through shall be distributed to those parties and shall be initialed by the Parties and the Construction Manager.

6.6.2. Second Walk-through. On the first (1st) day of the Post-Convention Period, the RNC, Host Committee, Joint Representative and the Construction Manager shall conduct an inspection of the Licensed Premises ("**Second Walk-through**") for the purpose of recording, by written narrative or photographic or videotape records, as appropriate, all Unanticipated Restoration Work. The record of the Second Walk-through shall be distributed to those parties and shall be initialed by the Parties and the Construction Manager. In the event that the Joint Representative reasonably determines that any Unanticipated Restoration Work may not be completed on or before the Restoration Deadline without the use of expanded shifts, overtime or double shifts or additional contractors ("**Extraordinary Measures**"), the Host Committee shall approve contracts for such work which specify Extraordinary Measures.

6.6.3. Restoration Work. Immediately upon the commencement of the Post-Convention Period, the Construction Manager shall commence, on behalf of and at the expense of the Host Committee, the Restoration Work, which shall consist of all Restoration Work included in the contracts let for the Alterations and all Unanticipated Restoration Work. The Restoration Work shall be completed reasonably promptly but in any event on or before the Restoration Deadline. At any time during the Post-Convention Period, the Joint Representative may call a meeting of the Parties to determine whether, based on the progress to date, it appears that any component of the Restoration Work is unlikely to be finished prior to the Restoration Deadline, and if such is the case, (i) the Host Committee shall approve a change order in the appropriate contract or contracts incorporating such work authorizing Extraordinary Measures in order to effectuate such completion by the Restoration Deadline, (ii) the Arena Company may take any action by whatever means the Arena Company may deem necessary or appropriate to effectuate such completion by the Restoration Deadline, including without limitation, correcting, furnishing, performing or otherwise completing the Restoration Work, by itself or through others, and the Host Committee shall promptly reimburse the Arena Company for all costs thereof through the Restoration Reserve, or by making immediate payment to the Arena Company by the Host Committee. The remedies described in this Article 6 for the failure to complete the Restoration Work by the Restoration Deadline shall be considered separate and cumulative and shall be in addition to any other remedy existing at law or in equity.

6.6.4. Final Walk-through. On the date of the Restoration Deadline, the RNC, the Host Committee, the Joint Representative and the Construction Manager shall conduct an inspection of the Licensed Premises ("**Final Walk-through**") for the purpose of recording, by written narrative or photographic or videotape records, as appropriate, all incomplete aspects of the Restoration. The record of the Final Walk-through shall be distributed to the Parties and shall be initialed by the RNC, the Joint Representative and the Construction Manager. The preparation of such record shall be without prejudice to Arena Company's rights under this Section 6.6. Without limiting the rights and remedies to which Arena Company may otherwise be entitled hereunder, the Host Committee shall promptly, by authorization of Extraordinary Measures, cause all work needed to complete the Restoration Work, and that is disclosed by the Final Walk-through, to be completed as soon as possible.

6.6.5. Liquidated Damages for Failure to Meet Restoration Deadline. Notwithstanding any other provision of this Arena License Agreement, the Parties agree that, in the event that the Host Committee has not completed the Restoration Work by the Restoration Deadline, the Host Committee shall pay the Arena Company one hundred and ten thousand dollars ($110,000) in liquidated damages for each day that completion of the Restoration is delayed beyond the Restoration Deadline. The Parties agree that such liquidated damages represent their best current estimate of the damages that will be caused to the Arena Company by such delays and that the amount so payable represents compensation to the Arena Company for such delay damages and is not a penalty. Notwithstanding anything to the contrary herein, the Host Committee and the RNC shall have no liability hereunder or otherwise to the Arena Company to the extent that the Arena Company's exercise of its rights and authority under this Arena License Agreement prevents or impairs the Host Committee or the RNC's ability to perform their respective obligations hereunder.

6.6.6. RNC Responsibilities. RNC shall cooperate in the Restoration Work by vacating the Licensed Premises and removing all of its personal property as soon as possible after the end of the Convention Period. In all events, the vacating of the Licensed Premises shall be completed by the end of the Post-Convention Period.

6.6.7. Arena Company Rights. The Arena Company shall have the right to designate additional representatives (other than the Joint Representative) to participate in any walk-through conducted under this Arena License Agreement.

6.7. Restoration Reserve. Not later than the first (1st) day of the Unlimited Access Period, the Host Committee shall furnish evidence to Arena Company and the City of the deposit, in an escrow account, of a restoration reserve, which shall be in the amount of the Restoration Amount plus the aggregate of all amounts identified under Section 6.5 hereof as being necessary to accomplish Restoration with respect to media alterations except to the extent such amounts identified under Section 6.5 have been bonded for the benefit of, or paid in advance to, Arena Company by media users, plus any additional amounts required to be added to the Restoration Reserve pursuant to the terms hereof (collectively, the "**Restoration Reserve**"). In the event Host Committee fails to provide evidence to Arena Company and the City of such Restoration Reserve as of the first (1st) day of the Unlimited Access Period, then, notwithstanding anything to the contrary in this Arena License Agreement, the first (1st) day of the Unlimited Access Period will be delayed until the Host Committee provides such evidence. In the event that the Restoration Amount subsequently increases by the awarding of additional contracts or change orders, or new contracts are entered into to perform Unanticipated Restoration Work, the Restoration Reserve shall be immediately increased accordingly (and in any event not later than five (5) days following the increase of such Restoration Amount), which, for the avoidance of doubt, shall include the aggregate amount of such Unanticipated Restoration Work plus twenty percent (20%) of such amount. It is understood and agreed that the failure of the amount deposited in the Restoration Reserve, at any time, to fully cover the actual cost of completing the Restoration Work, shall be a material breach by the Host Committee of this Arena License Agreement.

The Host Committee and RNC hereby agree that the Restoration Reserve shall be used only for payment of the costs of the Restoration Work and for no other purpose. In addition, in the event that the Restoration Work is not completed by the Restoration Deadline, the Host Committee hereby agrees to disburse, on the first (1st) Business Day following the Restoration Deadline, to Arena Company, the balance of the Restoration Reserve. Arena Company shall hold such amount disbursed in a segregated account in trust for the Host Committee and shall be entitled to disburse said funds in payment of amounts due under the Construction Management Agreement, either at the request of the Host Committee or at the request of the Construction Manager. Upon completion of the Restoration Work, and payment in full therefore, any amounts remaining in the Restoration Reserve shall be returned to the Host Committee together with a full accounting of the disbursement of all funds.

6.8. Specific Additional Services and Facilities. In addition to any and all of the obligations of the Host Committee set forth under the Framework Agreement and this Arena License Agreement, the Host Committee shall have the following obligations and rights, none of which shall constitute obligations of the City, with regard to the Licensed Premises:

6.8.1. Food Service. The Host Committee shall have the right to provide food service, sufficient to provide hot meals for RNC and the Host Committee staff persons and RNC and Host Committee Contractors (including workers otherwise entitled to meal penalties), during the Unlimited Access Period. The Host Committee shall have the right to hire outside catering or food service providers to provide such meals within the Licensed Premises.

6.8.2. Storage; Other. The Host Committee shall provide or cause to be constructed sufficient storage space at the Licensed Premises for the basketball floors, ice resurfacing machine(s), seating removed for any reason and for other furnishings and equipment not utilized for the Convention. If sufficient space for such storage is not available at the Licensed Premises, then at the Host Committee's expense, Arena Company shall procure space at a site other than the Licensed Premises in consultation with the RNC. In addition, the Host Committee shall provide and pay for other facilities and equipment needs as may be requested by the RNC in and around the Licensed Premises, including pipe and drape, signage in and about the Licensed Premises, holding rooms, backstage offices, furniture, office supplies, voice and data connectivity, candidate space, voice data equipment and room, photocopy room, news service studio, makeup / hair dressing room, rehearsal room, speech teleprompter control room, security offices, cabling and outlets.

6.9. Work Requested from Arena Company. Any personnel, services, equipment or materials to be furnished by Arena Company or the CRVA other than those required to be furnished under the Arena License Agreement shall be requested and authorized by such Party through a Work Authorization Form in a form to be mutually agreed, signed by the Construction Manager and (in the case of a request by the Host Committee) by the Host Committee's operations manager or (in the case of work requested by the RNC) by the RNC's Hall Manager. All such personnel, services, equipment and materials furnished by Arena Company or the CRVA to the Host Committee or RNC (including any of the Host Committee's or RNC's contractors or vendors) pursuant to any Work Authorization Form shall constitute Reimbursable Expenses pursuant to Section 5.1 and shall be paid for in accordance with such Section 5.1, at the rates specified in the Work Authorization Form.

6.10. Blueprints. The Host Committee will provide the production in print form and electronically, and the duplication, of all blueprints reasonably requested by and at sole direction of the RNC only for use by RNC staff. Arena Company and the City shall, on or before a date to be mutually determined by the RNC and the City, provide to the RNC accurate blueprints in electronic (CAD) form of the parking lot(s) which the City has agreed to allow the Host Committee to use under the Framework Agreement.

7. UNION LABOR & OUTREACH TO BUSINESSES OWNED BY MINORITIES, WOMEN AND PERSONS WITH DISABILITIES

7.1. Use of Union Labor. To the extent permitted by law, to the extent, if any, such labor is available in the region, and except as otherwise expressly agreed by the RNC, all services, goods, equipment, supplies and materials to be provided or procured by the Host Committee hereunder shall be performed or supplied by firms covered by current union collective bargaining agreements with the unions which have jurisdiction for the work or services to be performed.

7.2. Outreach To Businesses Owned By Minorities, Women and Persons With Disabilities. In performing its obligations under this Arena License Agreement the Host Committee will comply with Sections 3.2(e) through (g) of the Framework Agreement regarding outreach to businesses owned by minorities, women and persons with disabilities.

8. PERSONS WITH DISABILITIES

8.1. With respect to the Licensed Premises, the Host Committee and the Arena Company shall endeavor in good faith to ensure that all of the Licensed Premises, communications services and other spaces, structures, services and facilities of whatsoever nature to be provided or procured under this Arena License Agreement shall meet the applicable requirements of the Americans with Disabilities Act, and the applicable provisions of local laws, including the applicable building codes and other applicable provisions of the Constitution and the laws of North Carolina. In the event that it is determined by an agency or court of competent jurisdiction, prior to or during the Convention Period, that any modification or alteration to any of the Licensed Premises must be made to meet such requirements, the Host Committee shall be responsible for procuring such modification or alteration at its sole expense.

9. INTELLECTUAL PROPERTY AND MERCHANDISING

9.1. It is understood and agreed that, as among the RNC, the Host Committee, and the Arena Company, and as between the RNC and any Subcontractor, the RNC shall have all copyright, trademark and other intellectual property rights in and to the Convention proceedings, the production of the Convention, all elements of the production of the Convention and of the design of the Convention Hall, and in and to the official Convention logo and any other designs or logos developed by or for the RNC or any Contractor or Subcontractor, for use in connection with the Convention. All of the proceedings, designs, logos, works and marks referred to or described in the preceding sentence shall become and remain the exclusive property of the RNC and, to the extent permitted by law, shall be deemed works for hire created for the RNC for purposes of the Copyright Law of 1976; and all copyright and any other rights in and to such writings and materials shall belong to the RNC. Each of the Host Committee and Arena Company hereby assign to the RNC all of the proceedings, designs, logos, works and marks referred to or described above. Host Committee and Arena Company shall obtain such assignments from each Subcontractor. It is understood and agreed that Arena Company shall at all times retain all copyright, trademark, and other intellectual property rights in and to the name and logo and the Spectrum Center name and logo, and any other intellectual property rights owner or later acquired by Arena Company and not specifically related to the Convention, and that neither the Host Committee nor the RNC shall have any right to use such name or logo or other right in or on any merchandise of whatsoever nature except as specifically authorized by Arena Company.

9.2. The RNC or its designee(s) shall have the sole and exclusive right to sell or otherwise distribute, throughout the world, any program or other publications, novelty or souvenir of or pertaining to the Republican Party, the RNC or any of their affiliated organizations, the Convention, the attendees, or

any candidate of the Republican Party within the Licensed Premises. If any such sales within the Licensed Premises are made through Arena Company or its authorized vendors (a) the RNC or its designee(s) shall supply all such merchandise; and (b) Arena Company shall be entitled to retain thirty percent (30%) of the gross revenues (exclusive of sales tax collected) derived therefrom, which amount shall be payable within ten (10) days following the conclusion of the Convention Period. Arena Company is not entitled to any other compensation or fee, other than the thirty percent (30%) commission referenced herein, for such services. Arena Company shall not have the right to sell and distribute sports-related licensed merchandise within the Licensed Premises during the Convention Period without the written approval of the RNC, which may be withheld in its sole discretion. The Host Committee shall not, without the express prior written approval of the RNC, sell, distribute, or promote any merchandise that would infringe or violate any exclusive copyright, trademark or other intellectual property right of the RNC (or its exclusive licensee(s)).

10. SECURITY

10.1. Convention Security Plan. The Parties acknowledge that a convention security plan (the "**Convention Security Plan**") will be developed under the Framework Agreement. The Convention Security Plan will include, without limitation, provisions for securing the Convention Hall and Associated Areas, and the public property surrounding or adjacent to the foregoing, as necessary. Arena Company agrees to reasonably coordinate (at no cost to Arena Company) with the Host Committee, the RNC and the City in their efforts to prepare and implement the Convention Security Plan.

10.2. Crowd Control. The Host Committee has secured the agreement of the City to provide adequate personnel to control ingress to and egress from, without limitation, the Convention Hall and, if so provided in the Convention Security Plan, the construction and maintenance of security barriers or other obstacles at the Convention Hall or elsewhere, the blockage of traffic, the closing of streets, the provision of restricted traffic lanes, and the provision of official escorts for certain vehicles (including, without limitation, vehicles transporting delegates) as specified in the Convention Security Plan. Arena Company shall reasonably cooperate (at no cost to Arena Company) with the Host Committee, the RNC and the City in their efforts to prepare and implement such control.

10.3. Ingress and Egress. The Parties agree that during the Unlimited Access Period, with respect to the Convention Hall, matters relating to control of ingress to and egress from such areas shall be subject to the ultimate authority of the RNC, to the extent not inconsistent with the Convention Security Plan. The Parties acknowledge that matters relating to law enforcement both within and outside the Convention Hall during the Convention Period shall be subject to the ultimate authority of the Chief of Police of the City.

10.4. Traffic Control Plan. The Parties acknowledge that as a part of the Convention Security Plan, a traffic control plan (the "**Traffic Control Plan**") will be developed under the terms of the Framework Agreement. Arena Company shall reasonably cooperate with the Host Committee, the RNC and the City in their efforts to prepare and implement the Traffic Control Plan.

11. LIABILITY, INDEMNIFICATION AND INSURANCE

11.1. Indemnification of RNC. The Host Committee agrees to defend, indemnify and hold harmless the RNC, the Republican Party, the RNC and their respective affiliates, together with their respective directors, officers, employees, agents, attorneys, volunteers, consultants and consulting staff (the "**RNC Indemnitees**"), from and against any and all Losses which may be imposed upon, incurred by or asserted against the RNC Indemnitees in any matter arising out of or related to:

(a) use of the Convention Facilities by the RNC or any other person or entity using the Convention Facilities with the permission of or as the invitee, licensee or guest of the Host Committee, the City, Arena Company, the CRVA or the RNC;

(b) performance by the Host Committee, Arena Company, CRVA, or the City of their respective obligations under this Arena License Agreement, the Framework Agreement, or any agreements entered into by the Host Committee with Contractors, or by those Contractors with Subcontractors, or otherwise relating to performance under this Arena License Agreement or the Framework Agreement;

(c) losses relating to equipment, personal property or supplies furnished to the RNC by, at the expense of, or as an in-kind donation to or for the benefit of, the Host Committee, whether or not covered by insurance;

(d) the negligence or willful misconduct of the Host Committee, the RNC or their respective employees or agents, breach by the Host Committee or its employees or agents of this Arena License Agreement, the negligence of the City Indemnitees, or the Law Enforcement Conduct (as defined in the Framework Agreement) of the City Indemnitees.

(e) any other acts or omissions of the City, the Host Committee, Arena Company, CRVA or their respective officers, managers, employees, agents, Contractors, other contractors, Subcontractors or vendors at any tier, or

(f) any other activities (including activities by any or all of the RNC Indemnitees) contemplated by this Arena License Agreement or the Framework Agreement.

The indemnity in this Section 11.1 shall not extend to acts or omissions that are solely the result of gross negligence or willful misconduct of the RNC Indemnitees.

11.2. Indemnification of City and CRVA. The Host Committee agrees to defend, indemnify and hold harmless the City, together with the CRVA and their respective elected officials, officers, employees and agents (the "**City Indemnitees**"), from and against any and all Losses which may be imposed upon, incurred by or asserted against the City Indemnitees in any matter arising out of or related to:

(a) use of the Convention Facilities by the RNC or any other person or entity using the Convention Facilities with the permission of or as the invitee, licensee or guest of the Host Committee, the City, CRVA, Arena Company, or the RNC;

(b) performance by the Host Committee, the Arena Company, the CRVA or the City of their respective obligations under this Arena License Agreement or the Framework Agreement, or any agreements entered into by the Host Committee with Contractors, or by those Contractors with Subcontractors, or otherwise relating to performance under this Arena License Agreement or the Framework Agreement;

(c) losses relating to equipment, personal property or supplies furnished to the RNC by, at the expense of, or as an in-kind donation to or for the benefit of, the Host Committee, whether or not covered by insurance; or

(d) any other activities (including activities by any or all of the City Indemnitees) contemplated by this Arena License Agreement or the Framework Agreement.

The indemnity in this Section 11.2 shall not extend to acts or omissions that are solely the result of gross negligence or willful misconduct of the City Indemnitees.

11.3. Host Committee Indemnification of the Arena Company. The Host Committee hereby agrees to indemnify, defend and hold harmless the Arena Company, and its respective affiliates, directors, members, managers, officers, employees, agents, attorneys, volunteers, consultants, and consulting staff (the "**Arena Indemnitees**") from and against any and all Losses which may be imposed upon, incurred by or asserted against them in any matter arising out of or related to:

(a) the use of the Licensed Premises by the Host Committee and the RNC in connection with the Convention (other than any Losses arising out of or related to any act or event described in Section 11.4(a) or 11.4(b));

(b) the breach by Host Committee and/or the RNC of any of their respective covenants or representations and warranties under this Arena License Agreement or any related agreements entered into by Host Committee or to which the Host Committee and one or more of the City Indemnitees or the RNC Indemnitees are otherwise bound; or

(c) the negligent act or omission or willful misconduct of Host Committee and/or the RNC or their respective employees, agents, Contractors or invitees (including any personal injuries or death or any damage to property).

Notwithstanding anything in this Section 11.3 to the contrary, Host Committee shall not be obligated to indemnify, defend or hold harmless the Arena Indemnitees, to the extent such Losses are caused by fraud, gross negligence or willful misconduct of the Arena Indemnitees.

11.4. Indemnification by Arena Company. Subject to the waivers included in Sections 3.5, 6.3.3 and 11.11 hereof, the Arena Company hereby agrees to indemnify, defend and hold harmless the City Indemnitees, the Host Committee, and its respective officers, directors, employees, invitees and agents, (the "**Host Committee Indemnitees**") and the RNC Indemnitees, from and against any and all Losses which may be imposed upon, incurred by or asserted against them in any matter arising out of or related to:

(a) the breach by Arena Company of any of its covenants or representations and warranties under this Arena License Agreements or any related agreements entered into by Arena Company or to which the RNC, the City, the Host Committee and Arena Company are otherwise bound; or

(b) the negligent act or omission or willful misconduct of Arena Company or its employees, agents, contractors or invitees (including any personal injuries or death or any damage to property).

Notwithstanding anything in this Section 11.4 to the contrary, Arena Company shall not be obligated to indemnify, defend or hold harmless the RNC Indemnitees, the City Indemnitees or the Host Committee on account of the consequences of any fraud, gross negligence or willful misconduct of the RNC Indemnitees, the City Indemnitees or the Host Committee.

11.5. Indemnification by the RNC. The RNC hereby agrees to indemnify, defend and hold harmless the City Indemnitees, the Host Committee Indemnitees, and the Arena Indemnitees from and against any and all Losses which may be imposed upon, incurred by or asserted against the City Indemnitees, the Host Committee Indemnitees or the Arena Indemnitees in any matter arising out of or related to the performance or breach of the obligations and representations of the RNC under this Arena Licensing Agreement, the Framework Agreement, or any related agreements entered into by the RNC or to

which the RNC, the City, the Host Committee, CRVA and Arena Company are otherwise bound. Notwithstanding anything in this paragraph to the contrary, the RNC shall not be obligated to indemnify, defend, or hold harmless the City Indemnitees, Host Committee Indemnitees or Arena Indemnitees on account of the consequences of fraud, any negligence, or willful misconduct of the City Indemnitees, the Host Committee Indemnitees, or the Arena Indemnitees.

11.6. Limitation of Liability. Neither the RNC, the City nor the CRVA shall be liable to Arena Company for the performance of any obligations, covenants or agreements to be performed by the Host Committee hereunder or under the Framework Agreement, as to all of which Arena Company shall be entitled to have recourse only to the Host Committee and any insurance provided and any bonds posted hereunder or pursuant to this Arena License Agreement or the Construction Management Agreement. Arena Company shall not be liable to the City, the CRVA or to the RNC for the performance of any obligations, covenants or agreements to be performed by the Host Committee hereunder, as to all of which the City and the RNC shall be entitled to have recourse only to the Host Committee and any insurance provided pursuant to this Arena License Agreement.

11.7. Limitation of Liability to Insurance Limits. Excluding Losses arising from a failure of the Host Committee to procure the Insurance Coverages (as defined below) as required pursuant to the terms hereof, no Party shall be required to expend, in order to indemnify another Party under or by virtue of any indemnity set forth in this Article 11, in excess of the amounts required to procure the Insurance Coverages, of which such indemnifying Party is beneficiary, named insured or loss payee under Section 11.8, except that the Host Committee shall be liable to indemnify the RNC Indemnitees and the City Indemnitees as provided in Sections 11.1(c) and 11.2(c) without regard to whether such loss or damage is covered by insurance. For clarity, with the exception of Losses arising from failure by the Host Committee to procure the Insurance Coverages (as defined below) as required pursuant to the terms hereof, the sole recourse of the RNC Indemnitees, the City Indemnitees and the Arena Indemnitees with respect to the indemnity obligations set forth in this Article 11 and any associated Losses shall be against the Insurance Coverages or any amounts actually obtained by the Host Committee from such Insurance Coverages as a result of any such indemnity claims, and the Host Committee's sole obligations with respect to any of its indemnification obligations set forth herein shall be to (i) provide notice of any indemnification claims asserted under any such indemnification obligations to the applicable insurer(s) under the relevant Insurance Coverages, (ii) to comply with any other conditions precedent to coverage in accordance with the relevant Insurance Coverages (but only to the extent such compliance is within the control of the Host Committee), and (iii) to otherwise reasonably cooperate with the applicable insurer(s) in seeking coverage as provided under the relevant Insurance Coverages. Notwithstanding any provision of this Arena License Agreement to the contrary, the RNC shall not be liable to the Host Committee or to any other Party for loss of or damage to any item of personal property, equipment or supplies, it being understood that any claim whatsoever against the RNC for such loss or damage will be covered by insurance and, to the extent not covered by insurance, will be indemnified by the Host Committee.

11.8. Insurance. The Host Committee shall, in consultation with the RNC, the City and Arena Company, obtain and maintain such polices of insurance, issued by such companies duly authorized to do business in North Carolina as are acceptable to the RNC, the City and the Arena Company (each, in its sole discretion), and in accordance with the specifications set forth on Exhibit B hereto (such insurance policies, collectively, the "**Insurance Coverages**"). All insurance policies required to be maintained pursuant to this Arena License Agreement by any Party shall be placed with insurance companies admitted to do business in the State of North Carolina and carrying a current rating of at least "A-" by A.M. Best. The Host Committee will deliver to the RNC, the City and Arena Company in accordance with a schedule to be mutually agreed by the Host Committee, Arena Company, the City and the RNC, reasonably reflecting the times at which the various risks to be covered may be presented, appropriate insurance certificates and binders evidencing that such insurance policies are in full force and effect providing for at least the

coverages set forth on Exhibit B hereto. The Host Committee shall be the primary named insured on such insurance policies and shall name the City, the Arena Company (and all of its affiliates) and each of the RNC Indemnitees as additional insured or loss payee, as applicable, in each and every policy described in this section and Exhibit B, except for Workers Compensation.

11.9. Terms of Insurance Policies. All policies of insurance shall be in full force and effect with respect to their coverage for any occurrence during appropriate periods contemplated by this Arena License Agreement, shall require at least thirty (30) days written notice to the RNC, the City and Arena Company prior to cancellation thereof, and shall include express provisions in which the insurer (a) waives its subrogation rights against, and (b) agrees to defend, the City, the Host Committee, the Arena Indemnitees and the RNC Indemnitees. No policy procured shall impose any obligation upon the RNC, the Arena Company, the CRVA or the City whatsoever to pay any deductible, self-insured retention or self-insured participation in connection with any claim. Original copies of all policies shall be furnished to the RNC, the Host Committee, the City and Arena Company as applicable.

11.10. Contractor Insurance. The Host Committee shall require in each of its agreements with any Contractor, as a precondition to payment thereunder, that such Contractor provide a certificate of insurance naming the Host Committee, the City, the CRVA the RNC Indemnitees and the Arena Company Indemnitees as additional insureds on all such agreements; naming the Arena Company Indemnitees as additional insured, with respect to any Construction Work or Restoration work, and evidencing at least the coverages set forth in Exhibit B hereto with respect to all contemplated operations of such Contractor and any Subcontractors of that Contractor.

11.11. Waiver of Subrogation. Notwithstanding anything to the contrary herein, the RNC and the Host Committee (each on behalf of itself and its insurers), hereby waives all rights of subrogation against the Arena Company, the CRVA and the City for any and all losses of and damage to or destruction of property (including all personal property of the RNC and the Host Committee and the Alterations).

12. COMPLIANCE WITH LAWS

12.1. Each of the Parties shall comply, and assure that any agents, Contractors, other contractors, Subcontractors and vendors engaged by them in the performance of this Arena License Agreement comply, with all applicable laws and regulations, including: the ADA; all federal, state and local campaign finance laws; laws relating to fair employment practices; laws pertaining to health, fire or public safety; all applicable laws pertaining to the sale, distribution and consumption of liquor; and all other applicable laws. In connection with the performance of work under this Arena License Agreement, no Party shall: discriminate against any person because of race, creed, color, religion, sex, age, national origin, disability or sexual orientation; or refuse to hire or promote, or discharge or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of that person's race, color, religion, national origin, gender, age, military status, sexual orientation, marital status or physical or mental disability. The Parties further agree to insert the foregoing provision in all contracts and subcontracts entered into in furtherance of the transactions contemplated by this Arena License Agreement.

13. DEFAULT AND REMEDIES AVAILABLE

13.1. Termination by Host Committee and the RNC. The Host Committee and the RNC shall each have the right to terminate this Arena License Agreement as to Arena Company in the event that Arena Company materially breaches any material term or condition of this Arena License Agreement, provided that (a) the terminating Party has provided written notice of such material breach to each of the other Parties, and (b) Arena Company has failed to cure or remedy such breach within thirty (30) calendar days after receipt of such notice. In the event of termination, in addition to any remedies set forth in this Arena

License Agreement, the Host Committee and RNC shall have all other remedies available to them under applicable law or in equity, including injunctive relief and specific performance.

13.2. Termination by Arena Company. Arena Company shall have the right to terminate this Arena License Agreement as to the Host Committee and the RNC in the event that the Host Committee or the RNC materially breaches any material term or condition of this Arena License Agreement and the Host Committee and/or the RNC has failed to cure or remedy such breach within thirty (30) calendar days following receipt of such notice; provided, however, any failure by the Host Committee to fully pay to Arena Company any amounts due pursuant to Article 5 or Article 6 or to fully fund the reserves set forth in Article 5 or Article 6 prior to the Convention Period in either case shall result in Arena Company having the right to delay the commencement of the Convention Period until such amounts have been fully paid or funded, even if the thirty (30) day cure period has not expired.

13.3. Effect of Termination. For the avoidance of doubt, the Parties acknowledge and agree that following any termination of this Arena License Agreement, the Host Committee shall remain liable for the reimbursement of any Reimbursable Expenses and for the completion of all Restoration Work.

14. ARBITRATION AND DISPUTE SETTLEMENT

14.1. Arbitration. During the Unlimited Access Period and the Post-Convention Period, any failure to reach agreement, dispute or claim arising out of or relating to this Arena License Agreement, any modification or extension hereof or any breach hereof (including the question of whether any particular matter is arbitrable hereunder), as among the Host Committee, the RNC, the City or Arena Company shall be settled exclusively by arbitration in Charlotte, N.C., in accordance with the Commercial Rules of the American Arbitration Association then in force, except as modified by this Arena License Agreement. The Party requesting arbitration shall serve upon the other Party that is party to the dispute or claim and upon the American Arbitration Association a written demand for arbitration stating the substance of the dispute or claim and the contention of the Party requesting arbitration, and the name, address and telephone number of an arbitrator appointed by it. The Party receiving such demand and the American Arbitration Association shall each appoint an additional arbitrator within twelve (12) hours after receipt of such demand for arbitration (if the panel of arbitrators shall not previously have been designated). There shall be no pre-hearing discovery, and the arbitrators shall convene to hear the dispute or claim within twenty-four (24) hours after receipt of such demand for arbitration. The hearing shall not be continued or recessed, and each Party shall have one (1) hour after commencement of the hearing to present oral and documentary evidence. The arbitrators shall announce an award to the Parties by telephone or in person within one (1) hour after conclusion of the hearing, shall enter an award in writing within twenty-four (24) hours and shall serve notice thereof in writing upon each of the parties thereto. The Parties agree to abide by all awards rendered in such arbitration proceedings, and all such awards and decisions may be filed by the prevailing Party with any court of competent jurisdiction as a basis for judgment and the issuance of execution thereon. Such judgment shall not be open to review except to the extent permitted by federal law. The fees of the arbitrators(s), attorney fees and related reasonable expenses of arbitration shall be awarded to the prevailing Party as determined by the arbitrator(s).

Any Party may apply to the arbitrators seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved.

During the Limited Access Period, the forgoing provision shall apply, except the twelve (12) hour deadline shall be extended to five (5) Business Days, and the twenty-four (24) hour deadline shall be extended to at least five (5) Business Days and no more than ten (10) Business Days.

The arbitration provisions set forth in this section shall not govern any disputes that (i) may arise between or among the City, the CRVA or the Arena Company, all of which are governed by the Arena Operating Agreement, or (ii) involve a Party not subject to the Arbitration provisions hereof, except, in each case, to the extent such disputes will cause a delay in the Construction Work or Convention time line.

15. REPRESENTATIONS AND WARRANTIES OF ARENA COMPANY

Arena Company hereby represents and warrants to each of the other Parties as follows:

15.1. Arena Company has full legal right, power and authority to enter into and perform this Arena License Agreement.

15.2. Arena Company has taken all action necessary to authorize and approve the execution, delivery and performance of this Arena License Agreement on behalf of Arena Company.

15.3. This Arena License Agreement has been duly and validly authorized, executed and delivered by Arena Company and, assuming the due authorization and execution hereof by the other Parties, constitutes the legal, valid and binding obligation of Arena Company enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally and by principles of public or governmental policy limiting the enforceability of indemnification provisions.

15.4. The execution, delivery, and performance of this Arena License Agreement by Arena Company does not conflict with, or constitute on the part of Arena Company, a violation of, breach of, or default under any provision of its Certificate of Formation, limited liability company operating agreement or other constitutional documents or any statute, indenture, resolution, mortgage, deed of trust, note agreement or other agreement or instrument to which Arena Company is party or by which Arena Company is bound, or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over Arena Company or any of its activities or properties.

15.5. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, pending before any court, public board, or body, or, to Arena Company's knowledge, threatened, against or affecting Arena Company, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by, or the validity or enforceability of, this Arena License Agreement.

15.6. Neither Arena Company nor any person in its behalf has paid or agreed to pay any commission, percentage or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this Arena License Agreement.

16. REPRESENTATIONS AND WARRANTIES OF THE HOST COMMITTEE, THE CITY AND THE RNC

The representations and warranties of each of the Host Committee, the City and the RNC set forth in the Framework Agreement as in effect on the Effective Date are hereby incorporated by reference in their entirety and without giving effect to any termination or amendment of the Framework Agreement following the Effective Date.

17. MISCELLANEOUS PROVISIONS

17.1. Admission to the Convention. Admission to the Convention shall be solely by unpaid private invitation of the RNC (other than access to the Convention Hall to the extent granted or permitted

hereunder, or pursuant to the Convention Security Plan, including with respect to credentialing requirements herein).

17.2. Further Assurances. Each of the Parties agrees to take or cause to be taken such further actions, to execute, deliver and file or cause to be executed, delivered and file such further documents, and to use best efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Arena License Agreement. Such actions shall include fully and effectively settling or resisting and defending against any action by any third party which would interfere with the full and timely performance of this Arena License Agreement by any Party.

17.3. Liability. Nothing in this Arena License Agreement shall be construed to constitute any Party to be a partner, joint venturer, employee or agent of any other Party, nor shall any Party have authority to bind the other in any respect, it being intended that each Party shall remain an independent contractor, and except as otherwise provided herein, solely responsible for its own actions. The RNC and its affiliated organizations shall not be liable under any contracts or obligations of the Host Committee apart from this Arena License Agreement and the Framework Agreement, or for any acts or omissions of the Host Committee or its officers, directors, members, employees, agents, Contractors, Subcontractors or vendors at any time, except as otherwise provided herein or therein. The Host Committee shall not be liable under any contracts or obligations of the RNC apart from the Framework Agreement and the Arena License Agreement, or for any acts or omissions of RNC or its officers, directors, employees or agents at any time, except as otherwise specifically provided herein or therein. Arena Company and its affiliates, the CRVA and the City shall not be liable under any contracts or obligations of the RNC or the Host Committee apart from the Framework Agreement and the Arena License Agreement, as applicable, or for any acts or omissions of the RNC or the Host Committee or their respective officers, directors, members, employees or agents at any time, except as otherwise specifically provided herein. Arena Company and its affiliates shall not be liable for the obligations of the City or the CRVA under this Arena License Agreement, or for any acts or omissions of the City or the CRVA or their respective officers, directors, members, employees or agents at any time, except as otherwise specifically provided herein. The City and the CRVA shall not be liable for any obligations of the Arena Company under this Arena License Agreement, or for any acts or omissions of the Arena Company or its affiliates or any of their respective officers, directors, members, employees or agents at any time, except as otherwise specifically provided herein. Nothing in this Arena License Agreement shall affect the rights or obligations of the Arena Company, the City and the CRVA under the Arena Operating Agreement, except that the Restoration Work shall be paid for as provided in this Arena License Agreement and shall not be City's obligation as "Capital Work" as defined in the Arena Operating Agreement. For the avoidance of doubt, in the event the Host Committee fails to complete or pay for the Restoration Work, as between the City, the CRVA and the Arena Company and without prejudice to any right or remedy of the Arena Company against the Host Committee for the failure to complete or pay for the Restoration Work, the Arena Company shall be responsible for the completion of the Restoration Work.

17.4. Notices. All notices, demands, requests or other communications relating to this Arena License Agreement shall be in writing and shall be sent by electronic mail or mailed by first class mail, postage prepaid and return receipt requested, or transmitted by hand delivery, or by facsimile, addressed as follows:

If to the City:

City of Charlotte
Attention: Marcus D. Jones, City Manager
Charlotte-Mecklenburg Government Center
600 East Fourth Street

Charlotte, NC 28202
E-mail: mjones@ci.charlotte.nc.us

With a copy (which shall not constitute notice) to:

City of Charlotte
Attention: Robert E. Hagemann, City Attorney
Charlotte-Mecklenburg Government Center
600 East Fourth Street
Charlotte, NC 28202
E-mail: rhagemann@charlottenc.gov

If to the Host Committee:

CLT Host 2020, Inc.
Attention: John Lassiter, President
201 South College Street
Suite 1690
Charlotte, NC 28202
E-mail: notices@charlottein2020.com

With a copy (which shall not constitute notice) to:

Moore & Van Allen PLLC
Attention: Counsel, CLT Host 2020, Inc.
100 N. Tryon Street
Suite 4700
Charlotte, NC 28202
E-mail: clthost2020@mvalaw.com

If to the RNC:

Republican National Committee
Attention: Richard Walters, Chief of Staff
310 First Street, S.E.
Washington, D.C. 20003
E-mail: cos@gop.com

With a copy (which shall not constitute notice) to:

Republican National Committee
Attention: John R. Phillippe Jr., Chief Counsel
310 First Street, S.E.
Washington, D.C. 20003
E-mail: counsel@gop.com

If to Arena Company:

Charlotte Arena Operations, LLC
Attention: Joe Pierce, Vice President and General Counsel
Donna Julian, Senior Vice President of Arena and Event Operations
333 East Trade Street
Charlotte, NC 28202
E-mail: JPierce@hornets.com

If to CRVA:

Charlotte Regional Visitors Authority
Attention: Tom Murray, Chief Executive Officer
501 S. College Street
Charlotte, NC 28202
E-mail: tom.murray@crva.com

With a copy (which shall not constitute notice) to:

Grier Furr & Crisp, P.A.
Attention: J. Cameron Furr, Jr.
101 Independence Center
101 N. Tryon Street
Suite 1240
Charlotte, NC 28246
E-mail: cfurr@grierlaw.com

Each Party's address may be changed by written notice to the other Parties. Each notice, demand, request or other communication transmitted in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit of messenger or (with respect to a facsimile) the message confirmation being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee.

17.5. Severability. If any one or more of the covenants, agreements, provisions or terms of this Arena License Agreement, or any other agreement, document or writing given pursuant to or in connection with this Arena License Agreement, is held invalid for any reason whatsoever, then the covenants, agreements, provisions or terms will be deemed severable from the remaining covenants, agreements, provisions or terms of this Arena License Agreement and will in no way affect the validity or enforceability of the other provisions of this Arena License Agreement.

17.6. Survival. All representations, warranties and indemnities made in this Arena License Agreement shall survive the termination of this Arena License Agreement and any investigation, audit or inspection made by any other Party.

17.7. Waiver. Neither the waiver by any Party of a breach of or default under any of the provisions of this Arena License Agreement, nor the failure of any Party to enforce any of the provisions of this Arena License Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any other provisions, rights or privileges hereunder. No failure or delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

17.8. Assignment and Binding Effect. This Arena License Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns; provided, however, this Arena License Agreement shall not be assignable by any Party without the prior written consent of the other Parties except, in the case of assignment by the RNC, to another organization affiliated with the Republican Party.

17.9. Amendment. No amendment, modification or discharge of this Arena License Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement thereof is sought.

17.10. Entire Agreement. This Arena License Agreement (including the Exhibits hereto) constitutes the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements, commitments, understandings or proposals with respect to the matters provided for herein; however, this Arena License Agreement is intended to operate in conjunction with the Framework Agreement.

17.11. Headings. Paragraph headings contained in this Arena License Agreement are inserted for convenient reference only, shall not be deemed to be a part of this Arena License Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

17.12. Certain Interpretations. In this Arena License Agreement: (i) the words "herein" and "hereunder" and similar words refer to this Arena License Agreement as a whole (and not only to the particular sentence, clause, paragraph or exhibit where they appear); (ii) terms used in the plural include the singular, and vice versa, unless the context otherwise requires; (iii) the words "including," "included," "include" and variations thereof are deemed to be followed by the words "without limitation" or "but not limited to" (regardless of whether some uses of those words contain such following words); (iv) "or" is used in the sense of "and/or" and "any" is used in the sense of "any or all"; (v) with respect to all dates and time periods in or referred to in this Arena License Agreement, time is of the essence; (vi) "affiliate" or "affiliated" means, with respect to any particular person or entity, any other person or entity directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such person or entity, whether by ownership or control of voting securities, by contract or otherwise; and (vii) nothing in this Arena License Agreement creates any leasehold estate or any right of or status as a tenant.

17.13. Governing Law. This Arena License Agreement, the rights and obligations of the Parties, and any disputes or claims relating thereto, shall be governed by and construed in accordance with the laws of the State of North Carolina. This Arena License Agreement will be interpreted without reference to any law, rule, or custom construing this Arena License Agreement against the Party that drafted this Arena License Agreement.

17.14. Execution in Counterparts. This Arena License Agreement may be executed in one or more counterparts and by the Parties on separate counterparts, each of which, when so executed, will be deemed to be an original. The counterparts when taken together will constitute one and the same agreement. Executed copies delivered by facsimile or other electronic means will be deemed to be originals and binding on the Parties.

17.15. Time is of the Essence. All times, wherever stated in this Arena License Agreement, shall be of the essence of this Arena License Agreement.

17.16. Examination of Records. The Host Committee agrees that any duly authorized representative of the City shall, until the expiration of three (3) years after the final payment under this Arena License Agreement, have access to and the right to examine any books, documents, papers, and records of the Host Committee involving transactions related to this Arena License Agreement.

17.17. Framework Agreement. The Parties acknowledge that the Arena Company is not a party to the Framework Agreement and therefore has no obligations thereunder.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties have caused this Arena License Agreement to be duly executed on their behalf as of the Effective Date.

THE RNC:

REPUBLICAN NATIONAL COMMITTEE

By:
Name: Ronna McDaniel
Title: Chairwoman

[*Signatures Continue on Next Page*]

IN WITNESS WHEREOF, the Parties have caused this Arena License Agreement to be duly executed on their behalf as of the Effective Date.

THE HOST COMMITTEE:

CLT HOST 2020, INC.

By: _____
Name: John Lassiter
Title: President

[*Signatures Continue on Next Page*]

IN WITNESS WHEREOF, the Parties have caused this Arena License Agreement to be duly executed on their behalf as of the Effective Date.

THE CITY:

CITY OF CHARLOTTE

By: _____
Name: Marcus D. Jones
Title: City Manager

ATTEST:

By: _____
Name: EMILY A KUNZE
Title: DEPUTY City Clerk for the City of Charlotte

[*Signatures Continue on Next Page*]

IN WITNESS WHEREOF, the Parties have caused this Arena License Agreement to be duly executed on their behalf as of the Effective Date.

CRVA:

CHARLOTTE REGIONAL VISITORS AUTHORITY

By: _____
Name: Tom Murray
Title: Chief Executive Officer

[*Signatures Continue on Next Page*]

IN WITNESS WHEREOF, the Parties have caused this Arena License Agreement to be duly executed on their behalf as of the Effective Date.

ARENA COMPANY:

CHARLOTTE ARENA OPERATIONS, LLC

By: _____
Name: Fred A. Whitfield
Title: President

[Signature Page to Arena License Agreement]

EXHIBIT A

Electrical Power Specifications

SPECTRUM CENTER EXISTING ELECTRICAL CAPACITY & DISTRIBUTION

Show power on Convention Hall floor: Stage right, 5- 400 am breakers and 1-200 am. Each equipped with cam-lock tie ins.

Stage left—5-400 amp breakers, 3-200 amps, 1-100 amp, 1-60 amp all equipped with cam lock tie ins.

All show power is 120/208 volt 3 phase.

Down stage center on each side of the floor are 1-200 amp breakers, with cam-lock tie ins.

Front of house has 1-400 amp breaker with cam-lock tie ins. This power is also 120/208 volt 3 phase.

Show power consist of 6-200 amp breakers and 4-100 amp breakers, also 120/208.

Concourse power is derived from electrical rooms in each quadrant of the building. The main power to the building is feed from 2 separate sub stations from Duke Energy. The chiller and boiler plant are fed from separate switch gear from the rest of the building.

Building is equipped with a 2.5 MW generator. The generator provides secondary power for building life safety systems and other critical infrastructure.

On 5th Street there are 4-200 amp breakers, 10/208 for uplink trucks.

On the catwalk there are 2-400 amp breakers for show power 120/208 3 phase.

EXHIBIT B

Insurance Requirements

1. The Host Committee shall, in accordance with Section 11.8 of the Arena License Agreement, obtain and maintain, at the Host Committee's cost, insurance not less favorable in amount and scope to that shown as follows:

(a) Commercial general liability insurance with a combined single limit for bodily injury, personal injury and property damage in the amount of at least ten million dollars ($10,000,000) per occurrence; provided, however, the RNC, the Host Committee, the City Manager and the County may by mutual written agreement decrease the amount of primary coverage required under this Section 1(a) by increasing the excess umbrella coverage required under Section 1(m) of this Exhibit B by the amount of the reduction in primary coverage. The commercial general liability insurance policy shall cover all risks usually covered by such policies, including coverage for the following: (i) death; (ii) personal injury liability, including assault and battery, false arrest, false detention or imprisonment, emotional distress (if such cover is reasonably available), fire damage legal liability, malicious prosecution, libel, slander, infringement of intellectual property rights, defamation or violation of rights of privacy, wrongful entry and eviction or other invasion of rights or private occupancy; (iii) incidental medical malpractice liability; (iv) independent contractors; (v) products and completed operations liability; (vi) premises medical payments liability; and (vii) host liquor liability; provided, however, such policy may provide for appropriate exclusions for acts of terrorism and other exclusions related to terrorism as mutually agreed between the Host Committee and the RNC; provided, further, the RNC, the Host Committee, Arena Company, the City and the County (collectively, the "**Insured Parties**") may agree to exclude coverage for intellectual property rights if it is not feasible to obtain such coverage.

(b) Real and personal property insurance with replacement cost coverage written on a standard all-risk basis with limits sufficient to cover the full value of all property listed or described in any schedule provided by the Insured Parties and located in the Charlotte/Mecklenburg metropolitan area, written on a per-occurrence basis, for any damage to real or personal property, fixtures, appliances and furnishings located in the Charlotte/Mecklenburg metropolitan area and owned by the any of the Insured Parties or for which such Party is legally liable, and to be used in connection with the Convention, including coverage for the following: (i) papers and records insurance covering the loss of or damage to papers, pamphlets, records, and magnetic and electronic storage media; (ii) office contents insurance covering both rental and owned office equipment; and (iii) business interruption coverage. In no case shall the per-occurrence limit be less than one million dollars ($1,000,000) without the express written approval of the RNC.

(c) Commercial automobile liability insurance covering owned, non-owned and hired automobiles, with per-occurrence coverage of not less than five million dollars ($5,000,000) for bodily injury and not less than one million dollars ($1,000,000) property damage expressly applicable to all motor vehicles not owned by the Insured Parties; provided, however, the RNC, the Host Committee, Arena Company, the City Manager and the County may by mutual written agreement decrease the amount of primary coverage required under this Section 1(c) by increasing the excess umbrella coverage required under Section 1(m) of this Exhibit B by the amount of the reduction in primary coverage.

(d) Money and securities insurance covering all cash, checks, financial instruments and other negotiable instruments in or on the Convention Facilities (as defined in the Framework Agreement) against all loss, including burglary and robbery, with per-occurrence limits of not less than one hundred thousand dollars ($100,000) for each loss.

(e) Accidental death and dismemberment insurance providing coverage in addition to any coverage supplied by the accidental medical payment insurance above, covering all attendees in an amount no less than one hundred thousand dollars ($100,000) per occurrence.

(f) Directors' and officers' liability insurance expressly covering all directors and officers of the Host Committee and the RNC and its affiliates (including the Republican Party), together with their respective directors, officers, employees, agents, attorneys, volunteers, consultants and consulting staff (collectively, the "**RNC Indemnitees**") written on a claims-made basis, if available, in the amount of one million dollars ($1,000,000) per occurrence.

(g) Voluntary worker's compensation insurance for all voluntary workers of the Insured Parties working on Convention-related services, with limits equal to or greater than the maximum awards under the State of North Carolina worker's compensation law.

(h) Workers Compensation insurance coverage for all employees of the Host Committee to comply with the laws of the State of North Carolina and Employers Liability with a limit of not less than one million dollars ($1,000,000).

(i) Workers Compensation insurance coverage for all employees of the Arena Company, the City, the CRVA, the County and other public entities (including, without limitation, law enforcement personnel from other public agencies) who provide services relating to the Convention during the Convention Period.

(j) To the extent not paid for through the Security Grant (as defined in the Framework Agreement), police professional law enforcement legal liability insurance covering police, fire, rescue and safety personnel providing services in connection with the Convention and with a governmental immunity endorsement (with the City being the primary insured on this policy).

(k) Network Liability (privacy) insurance in an amount of not less than five million dollars ($5,000,000) per claim to cover claims and losses with respect to network risks (*e.g.*, data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.), and intellectual property infringement (excluding patent and trade secret infringement), such as copyrights, trademarks, service marks and trade dress, including civil, regulatory and statutory damages (to the extent insurable by law) as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information.

(l) Employment Practices Liability in an amount no less than one million dollars ($1,000,000) that shall also cover third-party claims. The policy shall run from the contract term and extend one (1) year beyond the end of the Convention.

(m) Umbrella or excess liability insurance with a two hundred fifty million dollar ($250,000,000) combined single limit for bodily injury and property damage following the form of the underlying primary commercial general liability policy.

(n) Coverage insuring the Licensed Premises against risks associated with the Construction Work, the Restoration Work, the Convention and the other activities of the Arena Company, the City, the Host Committee and RNC in the Licensed Premises conducted pursuant thereto.

2. The Insured Parties will evaluate the need for other types of insurance relating to the Convention, including without limitation insurance covering terrorism, and the Host Committee will purchase such insurance if the Insured Parties mutually agree that it is needed and feasible to obtain.

3. Host Committee shall require that all contractors provide a certificate of insurance naming the RNC and other RNC Indemnitees and Arena Company as additional insureds, evidencing the following coverage with respect to all contemplated operations of such contractor and any subcontractors thereof, in such amounts as the RNC and the Host Committee shall agree from time to time, so as to avoid creating a barrier for small businesses to perform work relating to the Convention:

(a) Commercial general liability insurance, primary and umbrella, with coverage extensions that may include: (i) owners and independent contractors protective liability; (ii) premises operations liability; (iii) products and completed operations liability; (iv) premises medical payments liability; (v) personal injury liability; (vi) incidental medical malpractice liability and (vii) contractual liability.

(b) If any such contractor is to undertake any major construction, improvements or betterments, all-risk blanket builder's floater policy (builder's risk policy), covering, if applicable, materials, equipment and fixtures at 100% of replacement value.

(c) Worker's Compensation and Disability Coverage maintained with respect to employees of contractors and their subcontractors equal to or greater than the limits required under applicable state law.

(d) Comprehensive commercial automobile liability insurance covering owned, non-owned and hired automobiles.

(e) For any contractor providing architectural, engineering, medical, legal or other services of a professional nature, professional errors and omissions coverage.

(f) Umbrella or excess liability insurance for bodily injury and property damage following the form of the underlying primary commercial general liability policy.

The RNC may modify or waive specific coverages, or require additional specific coverages, for particular contractors depending on the circumstances.

For clarity, each of the insurance policies set forth on this Exhibit B shall name the Insured Parties as additional insureds.

EXHIBIT C

REIMBURSABLE EXPENSES*

Pre-Convention Unlimited Access Period and Post-Convention Period*

Guest Services

Security - Arena Company

Box Office Sellers

CRVA - Engineering

CRVA - Operations

Security - (Allied Barton)

Regular Cleaning

Convention Period

Guest Services

Security - Arena Company

Police

Fire

Security - Show Pros

Box Office Sellers

CRVA - Operations

CRVA - Engineering

Regular Cleaning

IT Staffing/Supplies

Phone Usage

Copier Usage

Office Supplies

Wheelchair Rentals

Motorized Carts

AVID Usage & Supplies

Scoreboard/Video Board Usage

Signage/Marketing

Stagehands

Other Staffing Overtime

Other Equipment Rental

Additional Staffing

Employee Shuttle

Tech Ops Personnel

Ambulance Expense

Parking Lot Rental

Convention Hall Event Catering

Additional CRVA Services

*The Expenses set forth on this Exhibit C do not constitute an exhaustive or complete list of the actual expenses that will qualify as Reimbursable Expenses under this Arena License Agreement.