

KB

Permit 571-19-V00684

**Orlando Venues
400 West Church Street, Street 200
Orlando, FL 32801
Phone: (407) 440-7000
Fax: (407) 440-7001**

THIS AGREEMENT, made this 24th day of May, 2019 between the CITY OF ORLANDO, FLORIDA, acting through the Orlando Venues, (hereinafter sometimes referred to as "Permitter" or "City") represented by the Chief Venues Officer of the Orlando Venues, (hereinafter referred to as "CVO") and **Donald J. Trump for President, Inc.**, hereinafter referred to as the "Permittee".

Address for the Permittee is listed as:

Donald J. Trump for President, Inc.
Attn: Megan Powers
725 Fifth Avenue
New York, NY 10022
703-780-9394
mpowers@donaldtrump.com

EIN: 47-3609578

1. PREMISES USED: For and in consideration of the sum hereinafter specified, the City grants to the Permittee the use of the **Amway Center** (the "Premises") subject to the terms and conditions contained herein. Premises legal boundaries shall be defined extending to Hughey Avenue on the east; South Street on the south; Division Avenue on the west, and Church Street on the north - when Church Street is closed the boundary is extended to the north curb of Church Street. Permittee represents that such Premises are being used solely for the purpose of presenting:

**Donald J. Trump Rally ("Event")
June 17, 2019 – Load In Day
June 18, 2019 – Event Day
7:00 AM – 12:00 AM – Load In Day
4:00 PM – Doors on Event Day
8:30 PM – Event Ends on Event Day
Estimated Attendance – 17,000**

2. TERMS: Permittee agrees to pay to Permitter the following sums for use of the Premises:

- (a) Premises Use Fee of \$15,000.00 plus applicable tax for Load In Day and Premises Use Fee of \$15,000.00 plus applicable tax for Event Day.
- (b) Total Event Expenses are estimated at one-hundred forty-five thousand seven-hundred and seventy-one dollars and thirty-four cents (\$145,771.34) which includes Use Fee, expenses and taxes.
- (c) A 50% Deposit (\$72,885.67) is due by June 3, 2019 with remainder of balance due by June 10, 2019. In the event any event details change which affects the cost estimate prior to event date, the adjusted balance due will be the difference of the new cost estimate minus the deposit previously paid will be due by June 10, 2019.
- (d) Video and ribbon board are to be used and included in the cost estimate. Building sponsorships are required to run 50% of the time per City/OECE Agreement if video and/or ribbon boards are utilized.
- (e) Premises use fee and any applicable equipment or services are subject to tax as provided by law.
- (f) Load-In permitted to begin at 6:00am on day of Load-In and load-out to be complete by 2:00am post-event, unless otherwise agreed to in writing in advance.
- (g) Building Exclusive Areas (including but not limited to NBA Locker Rooms and Practice Court), ICON Suite, Suites, One80 Lounge and BankUnited Vault Room are not included in the Premises Use Fees.
- (h) Concessions will be sold with the exception of Alcohol. Alcohol sales are NOT permittee. All revenues from Concession sales retained by Permitter.
- (i) Merchandise sales: Building sells – 70/30 after the deduction of taxes, credit card commissions and bootleg security, if requested, 90/10 media after the deduction of taxes, credit card commissions and

- bootleg security, if requested.
If Permittor Sells – Buyout of \$1 per person scanned into event.
- (j) Permittor has complete control on Capacity of Venue
 - (k) Permittee will work directly with Law Enforcement Agencies for all Police Services provided outside of Venue.
 - (l) Permittee will provide and pay for all fencing/barricading of perimeter surrounding the Venue.
 - (m) Permittee will provide volunteers and the volunteer duties will be outlined in advance of Event Date and approved by Permittor.
 - (n) All payments and other sums due hereunder shall be made payable to the "City of Orlando" and delivered to the Booking Department, Orlando Venues, 400 West Church Street, Suite 200, Orlando, FL 32801.
 - (o) All sums due owing to the city under this permit or any addendum thereto, shall bear interest at the rate of eighteen percent (18%) per annum computed on a daily basis from date invoiced until the date of payment.
 - (p) A \$500.00 retainer may be held by Permittor at settlement to cover expenses that may arise after settlement and are directly related to this event. Any damage to the facility or additional expense greater than the retainer will be billed within ten business days and payment will be due upon receipt.
 - (q) In event of cancellation of this event (except as provided in Paragraph 23), minimum of \$30,000.00 plus any verifiable expenses, which the Permittor has incurred for the event, will be due.

3. SPONSORS:

- (a) All rights to advertising and signage in the Premises by the Permittee are subordinate to the advertising and signage rights of Orlando Events Center Enterprises, LLC, as detailed in the Events Center Use Agreement and as amended between the City of Orlando, Florida and Orlando Events Center Enterprises, LLC ("City/OECE Agreement," a copy is available upon request).
- (b) Permittee shall not permit or display, advertising, distributing, promoting and/or sampling of products or services in the categories shown on the attached Exhibit A and as it may be amended in the future. Permittee specifically acknowledges that the Exclusive Building Advertising Categories are subject to be supplemented and changed as provided for in the City/OECE Agreement and Permittee must not conflict with the categories that are in effect at the time of its Amway Center Event.
- (c) Any sponsorship for the Permittee either on site or in advertising for this event at Amway Center must be presented in writing to the CVO and are subject to his approval.
- (d) Permittee shall not obscure, mask, alter, cover or obstruct (electronically or otherwise) any fixed or permanent signage on Premises; provided however, unless the obstruction would be caused in order to accommodate the stage or production requirements (including the bowl configuration) of the event and only if it is not possible to reasonably host the event without causing the obstruction.

4. SUPPORT SERVICES AND PERSONNEL:

- (a) All contractors and personnel providing services are subject to the approval or rejection of the CVO or designee.
- (b) Unless the CVO permits otherwise, Permittor shall provide all personnel and services in support of the Permittee's activities, including but not limited to, production personnel, ticket sellers, ticket takers, door guards, ushers, security or emergency medical personnel, porter/matrons, telephone service, and other services, equipment and installations incidental to the event, even though such services, equipment and installations are in addition to regular services.
- (c) For the support services and personnel described above in subparagraph b, above, Permittee shall pay Permittor according to the charges for support services and personnel established and on file.
- (a) The Permittee shall be responsible for making arrangements with the CVO for all program requirements in staffing. Such arrangements shall be coordinated, and approved by the CVO at least fourteen (14) days before the beginning of the term of the agreement. In the event the Permittee fails to do so, then the decision of the CVO shall control and the Permittee shall be financially responsible for all charges for such services and equipment so furnished.

5. TICKETS:

- (a) ~~The Venues Box Office will be the primary box office for this event and all tickets sold will follow the terms and conditions of the Venues agreement with Ticketmaster (supplier of ticketing services). All money received from the sales of tickets for this event shall at all times be under the charge and control of the CVO or designee and shall remain so until completion of the event and until the full and satisfactory settlement for all rent and charges incurred in connection with the event have been settled.~~
- (b) ~~The CVO must approve any consignment of tickets or other outlets other than established Ticketmaster outlets.~~
- (c) ~~Number of complimentary tickets shall be reviewed and approval of the Venues CVO.~~

6. CONCESSIONS, MERCHANDISE, AND CATERING: The City reserves for itself or its agents, contractors or concessionaires the sole right to the following sales and services:

- (a) Sales and serving of all foods and confections for consumption on or off the Premises. For this Event, there are to be no sales of Alcohol.
- (b) Sales of all souvenirs, novelties, programs and other merchandise.
- (c) Permittee or Permittee's representatives shall not give away or sell items under the terms of this Agreement without the written permission of the CVO.
- (d) All revenues from Concession sales retained by Permittor.

7. UTILITIES: Permittor will provide customary lighting, heating, air conditioning, electricity, and water for the event at no additional costs to Permittee unless specified. The Permittee will pay the costs of special or nonevent required or requested lighting, electrical, or other utility needs. It is specifically understood that in the event Permittor is unable to furnish any of the foregoing services resulting from the circumstances beyond the control of Permittor, then such failure shall not be considered a breach of this Agreement.

8. CLEAN-UP: Permittor will be responsible for cleaning the facilities before and after use at Permittee's expense.

9. PREMISES AS IS: The Permittee accepts the Premises as is.

10. RIGHTS RESERVED: The right is reserved by the CVO to protect other bookings and take whatever actions are necessary to enforce such right. The CVO reserves the right to refuse any booking or cancel any booking, if in his sole discretion the attraction is not of sufficient quality to warrant showing. In the case of such cancellation, the Permittee's only legal claims shall be for a refund of the rental deposit.

11. PERMITTEE'S COST AND TAXES: Permittee shall obtain at his own cost, licenses and permits as required by law and pay all federal, state and local taxes, fees and charges prescribed by law.

12. CONTROL OF PREMISES: The Premises, including keys thereto, shall be at all times under the control of the CVO and other duly authorized representatives of Permittor and they shall have the right to enter the Premises at all times during the period covered by this Agreement and shall have free access at all times to all space occupied by the Permittee. The entrances and exits of said Premises shall be locked and unlocked at such times as may be reasonably required by Permittee for its use of the Premises; but the CVO or designee shall have final determination as to when entrances and exits shall be unlocked and locked.

13. HOLD HARMLESS: In consideration for the use of the Premises described herein, the Permittee hereby agrees to defend and indemnify and hold harmless the City from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of action, including attorney's fees and attorney's fees on appeal of any kind and nature ("Claims") arising out of any acts or omissions in connection with: i) the use or occupancy of the

facility, or the use or occupancy of the facility by the Permittee or its students, licensees, performers, agents, servants, employees, customers, patrons or invitees, ii) arising out of or in any way connected with the operation or conduct of any athletic game, exhibition, show or business of the Permittee, or permitted or allowed by the Permittee, iii) or conducted in, upon or about said facility, or iv) arising out of or in any way connected with any act or omission of the Permittee or its students, licensees, performers, agents, servants, employees, customers, patrons or invitees, resulting from injury to personal property, or loss of life or property of any kind or nature whatsoever sustained during the term hereof, in or about the facility, or resulting from the use of the facility beyond the stated term hereof. For the avoidance of doubt, the Permittee's indemnification obligations hereunder shall not extend to any Claims arising out of any acts or omissions by the City.

14. **INSURANCE:** ~~INSURANCE:~~ The Permittee shall, at its own cost and expense, promptly procure, pay for and maintain a policy of insurance in a company or companies acceptable to the City protecting and listing the City of Orlando, Florida as additional insured against any and all of the foregoing, with the following coverage limits:

Facility	Bodily Injury*	Property Damage	Additional Insured
Amway Center	\$1,000,000	\$1,000,000	City of Orlando, Florida

*Injury to, or death of one or more persons as a result of any one occurrence.

Said policies shall provide that no cancellation shall be effective unless notice thereof shall have been sent to the City at least thirty (30) days prior to the effective date of such cancellation. In the event Permittee fails to provide such certificate, Permitter may obtain such policy at Permittee's expense or cancel the subject Event. The City shall not be responsible for any loss or damage to machinery, equipment, paraphernalia, costumes, clothing, scenery, trunks, exhibit materials, musical instruments or cases for same, or any other property of the Permittee caused by theft, fire, riot, strikes, Acts of God or any other course of whatever nature or kind unless such losses or damages arise from the negligence or willful misconduct of City, its agents, employees or representatives.

15. **ASSIGNMENT:** The Permittee shall not assign or sublet to others the space covered by this Agreement or any other portions of said property without the expressed written consent of the City. This contract may not be assigned to any third parties without the advanced written permission of the other party.

16. **TERMINATION:** The City may terminate any grant of space to the Permittee if use of the Premises shall in any way conflict with Federal, State or local laws, or if the occupancy shall operate to discredit the City. Any ruling that the occupancy may discredit the City may be appealed to the CVO in writing within seven (7) days of such ruling. All notices required or permitted under this Agreement may be given personally or by certified mail, with return receipt, postage paid, addressed to such party at the address herein or at such address as one party may from time to time notify the other in writing.

17. **FINAL DECISIONS:** The CVO shall decide any matters not herein expressly provided for and such decision shall be binding upon Permittee.

18. **DEFAULT:** Permittee shall be in default of this Agreement:

- (a) If it fails to pay any amounts due under this Agreement.
- (b) If it breaches any material provision of this Agreement or of any rules and regulations promulgated by Permitter.
- (c) If it violates any applicable laws or ordinances during its use of the Premises, or
- (d) If it should dissolve or cease doing business as a viable concern or become insolvent or bankrupt.

If such default of Permittee is not cured within ten (10) business days of receipt of written notice from City of such default, Permitter may have one or more of the following remedies in its discretion: a) Declare the entire rental for the balance of the term due and payable; b) Re-enter the Premises without

being liable for damage therefore, re-let the property or any part thereof, or operate the same, for the balance of the term, receive rents there from and apply them first to expenses of making necessary repairs to the Premises, attorney's fees and all other reasonable expenses of Permitter in re-entering the Premises and re-letting the Premises; and second, to the payment of the rent hereunder; Permittee shall pay the full amount of the rental in case the Premises shall not be re-let; c) Terminate this permit by giving the Permittee written notice of termination which shall not excuse breaches of this permit which have already occurred, nor be a waiver of any rights which the City might have for past, current or future breaches. Upon termination, the relation of the parties shall be the same as if the term had fully expired and the said Permitter may re-enter the said Premises and hold the same as of its former estate therein, remove all persons there from and resort to any legal proceeding to obtain such possession and Permittee shall, notwithstanding re-entry, pay the full amount of said rental as herein agreed to be paid together with any other costs, expenses or damages incurred by Permitter as a result of the breach of this Agreement; d) Pursue any other remedies available to Permitter either at law or equity.

19. LIENS: The Permittee hereby grants to the City a first lien on all property of the Permittee in or upon the Premises, including receipts of the Permittee, whether from ticket sales or any other source, to secure the payment of rent, taxes, utilities, charges, or damages herein contemplated to be paid by the Permittee, and for the purpose of securing the performance of any and all covenants, conditions or obligations arising under this Agreement. In the event of default, Permitter may take possession of any and all said property including box office receipts and hold the same until such default has been remedied and if not remedied or satisfied within a reasonable period of time of such default, the City may advertise such property or properties for sale and upon such sale shall apply the proceeds there from to the satisfaction of any amounts due the Permitter and shall pay to the Permittee any sums remaining. This remedy is not exclusive, and the City may, at its discretion, pursue any appropriate remedy to recover all or any deficits remaining from the above mentioned rents, charges, and other sums.

20. REMOVAL OF PERMITTEE: It is expressly understood that the Permittee will vacate the Premises immediately upon the termination of the term herein. If Permittee fails to surrender the Premises to the Permitter at the end of the term, then Permitter may remove from the Premises all effects remaining therein and store the same wherever it sees fit at Permittee's cost, expense, and risk. Permitter shall not be liable to Permittee on account of so removing and storing any items. In addition, Permittee shall be liable to Permitter for any claim or damages suffered by Permitter resulting from Permittee's failure to surrender the Premises to Permitter.

21. LIQUIDATED DAMAGES: The parties agree that in the event of the cancellation of this Agreement by the Permittee, the damages would be difficult to ascertain. In the event Permittee for any reason cancels this contract prior to the beginning of the term, Permitter shall be entitled to any verifiable expenses and the minimum Premises Use Fee of \$30,000.00 as liquidated damages and not as a penalty.

22. WAIVER OF RIGHTS: No single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. Permitter shall be under no obligation to re-let the Premises. In the event the program is cancelled by the Permittee, the City shall have the right to retain all monies previously paid as rental for the program and Permittee shall pay the balance of the rental to City upon demand; provided, however, that if the City obtains another Permittee for the date(s) of the program or any part thereof, the rental amount of the replacement program, less the costs incurred by the City in securing such replacement program, shall be utilized to off-set any rental payments paid to or owed to the City.

23. FORCE MAJEURE: If the Premises is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this Agreement by the City impossible, then this Agreement shall be terminated, the Permittee shall be liable for rent, charges for support personnel and services, additional utility charges which have accrued only as to the time of termination; provided, however, if such impossibility of performance shall be due to the act or omissions of Permittee, its agents, employees, members, licensees, or invitees, then Permittee shall be liable for the entire rent charged hereunder as well as all accrued charges in addition to such other damages as may result from such acts or omissions. Permittee hereby waives any claim for damages or compensation from the City on account of such termination.

24. TIME IS OF THE ESSENCE in this Agreement.

25. GOVERNING LAW: The laws of the State of Florida shall govern this Agreement and any suit brought hereunder shall be brought within the City of Orlando/County of Orange.

26. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties and supercedes all previous understandings. This Agreement may not be modified except by written consent of the parties hereto.

27. RESPONSIBILITY: The Permittee expressly assumes full responsibility for all persons connected with Permittee's use of the Premises, including all of its employees, agents, members, invitees, and licensees. Permitter reserves the right through its CVO and representatives to eject any objectionable person within its reasonable discretion.

28. APPLICABLE LAW: If any of the terms of this Agreement shall to any extent be held to be invalid or unenforceable under applicable law, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

29. TAXES: The Permittee shall be responsible for filing of Federal, State and local tax returns and payment of all taxes due. Permitter reserves the rights to collect and/or withhold sales tax for ticket sales, or other taxable items, and remit the same directly to the Florida Department of Revenue.

30. DISCRIMINATION: No person, group or association shall be excluded from use of the facility because of race, color, creed, disability, sex or national origin.

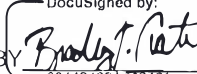
31. PATENT: Permittee assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any event covered under the Agreement; and Permittee agrees to indemnify and hold harmless the City, from all damages, costs and expenses in law or equity for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by Permittee, or its performers and exhibitors, in connection with this Agreement and will defend the City, from any such suit or action, whether it be groundless or fraudulent. Permittee must provide Permitter with copies of its music copyright licenses (including but not limited to BMI, ASCAP and SESAC) at least five (5) days prior to the beginning of the Event Date.

32. PROHIBITED ITEMS:

The Permittee <input checked="" type="checkbox"/> DOES NOT <input type="checkbox"/> DOES allow patrons with weapons to be permitted to enter its event(s).

IN WITNESS WHEREOF the parties have affixed their signatures as follows:

PERMITTEE:

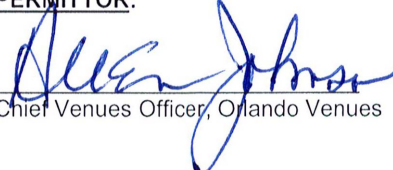
DocuSigned by:

BY _____
034424691-462483
Title Treasurer

Bradley Crate

Print Name

DATE: 5/31/2019

PERMITTOR:



Chief Venues Officer, Orlando Venues

Allen Johnson

Print Name

DATE: 5/31/19

**EXHIBIT A
EXCLUSIVE BUILDING ADVERTISING CATEGORIES
AS DETAILED IN THE CITY/OECE EVENTS CENTER USE AGREEMENT FIRST AMENDMENT
(AS OF NOVEMBER 20, 2015)**

Airlines

Regardless of the structure of the entity providing such services, the Airlines category includes:

1. Common carriage passenger air transport service and related services [Occupied Sponsor 1]
2. Charter or on-demand passenger air transport services and related services

Soft Drinks

Regardless of the packaging for delivery and consumption (e.g.: frozen or concentrate) or included ingredients or enhancements, the Soft Drinks category includes:

1. Colas and other flavored carbonated and non-carbonated non-alcoholic soft drinks and related products [Occupied Sponsor 2]
2. Fruit juice and fruit flavored drinks and related products [Occupied Sponsor 2]
3. Chilled coffee drinks and related products [Occupied Sponsor 2]
4. Chilled teas and related products [Occupied Sponsor 2]
5. Bottled water and enhanced water and related products [Occupied Sponsor 2]
6. Sports and electrolyte replacement and recovery beverages and related products [Occupied Sponsor 2]
7. Ready-to-eat packaged salty snack food products and related products and services. [Occupied Sponsor 2]

Financial Services

Regardless of the structure of the entity providing such services (e.g. bank or credit union), the financial services category includes:

1. Commercial and personal checking and savings accounts and related products and services [Occupied Sponsor 3]
2. Investment and retirement accounts and related products and services [Occupied Sponsor 3]
3. Commercial, business, and personal lending and related products and services [Occupied Sponsor 3]
4. Credit cards, debit cards, preloaded payment cards, merchant services, ATMs, and related products and services [Occupied Sponsor 3]
5. Insurance and related products and services
6. Payroll Processing and related products and services [Occupied Sponsor 3]

Telecom

Regardless of the mechanism for providing or transmitting the services and products (e.g.: cable or satellite or wireless), the Telecom category includes:

1. Video production and distribution and related products and services

2. Television channels, networks, or systems including streaming and on-demand services, and Multichannel Video Programming Distributors (as defined by the FCC) which includes cable operators, BRS/EBS providers, direct broadcast satellite services, television receive-only satellite program distributors, satellite master antenna television system operators, wireline video providers, and competitive local exchange carriers using IPTV, and related products and services (provided, however, the broadcaster of an Other Event may receive Temporary Advertising Signage during the Other Event but only to the extent that the signage is limited to recognizing or identifying the entity as the broadcaster of the Other Event).
3. Telephone service and related products and services
4. Wireless phone services and related products and services
5. Infrastructure networking for the delivery of video and digital content and related products and services
6. Data transmission, cloud, security, and storage products and services [Occupied Sponsor 4]
7. Home and office security and video monitoring systems and related products and services
8. Secure systems for commercial and military grade communication and related products and services [Occupied Sponsor 4]

Healthcare and Wellness

Regardless of the structure of the entity providing such services (e.g.: doctor's office or walk in clinic), the healthcare and wellness category includes:

1. Healthcare services related to the treatment or diagnosis of medical conditions and related products and services [Occupied Sponsor 5]
2. Services related to imaging and related products and services [Occupied Sponsor 5]
3. Rehabilitation and related healthcare products and services [Occupied Sponsor 5]
4. Fitness technology and equipment including that which tracks and monitors health related statistics and related products and services

Naming Rights Sponsor

Regardless of the structure of the entity providing such services, the category of the Naming Rights sponsor includes:

1. Direct selling companies and related products and services [Occupied Sponsor 6]
2. Cosmetics and related products and services [Occupied Sponsor 6]
3. Skin Care and related products and services [Occupied Sponsor 6]
4. Hair Care and related products and services [Occupied Sponsor 6]
5. Vitamins, Minerals, Supplements and related products and services [Occupied Sponsor 6]

Entertainment

Regardless of the structure of the entity providing such services, the entertainment category includes:

1. Vessels that transport passengers on or through water while providing entertainment, food, and/or lodging and related products and services [Occupied Sponsor 7]
2. Theme, amusement or entertainment parks, facilities, or establishments and related products and services [Occupied Sponsor 7]
3. Casinos and gaming enterprises and related products and services
4. Season-long and Daily Fantasy Sports and related products and services

ADDENDUM

This Addendum to the Agreement between the City of Orlando, Florida, acting through the Orlando Venues (“Permitter”) and Donald J. Trump for President, Inc. (“Permittee”) shall be deemed executed as of the date signed by both parties. All addendums, non-disclosure agreements, schedules, or other exhibits attached to the Agreement are incorporated into the Agreement. All terms and conditions of the Agreement shall remain in full force and effect, except that if there shall be any conflict between a provision in this Addendum and the Agreement, the Addendum shall prevail.

The Parties agree to strike in its entirety Section 2(i) of the Agreement and insert in its place the following, “Campaign Merchandise: Permittee is hereby authorized by Permitter to sell political campaign merchandise in exchange for federal political contributions at the Event. Permittee shall be the sole and exclusive seller of such merchandise at the Event. All proceeds from the sale of campaign merchandise shall be retained by the Campaign as they are deemed contributions required to be disclosed to the Federal Elections Commission pursuant to federal law.”

The Parties agree to strike in its entirety Section 21 of the Agreement titled “Liquidated Damages” and insert in its place the following:

CANCELLATION: Notwithstanding anything to the contrary, Permitter acknowledges that Permittee is the authorized campaign committee of the President of the United States of America, and that Permittee therefore may be forced to cancel or postpone the Event at any time, upon prompt notice to Permitter, due to the President’s obligations in relation to a pending or occurred national emergency or crisis (including natural disasters) beyond the control of Permittee. In such case, Permittee’s cancellation will not be deemed a breach of this Agreement, and no obligation, performance, or payment contemplated under this agreement, will be owed by either party and any payments shall be reimbursed to Permittee. Permittee, however, shall reimburse Permitter for any costs incurred by Permitter in connection with the Event as of the cancellation date.

CONFIDENTIALITY/NON-DISCLOSURE

Subject to and except as provided by Florida law and subject to the Florida Public Records laws, Permittee understands that Permitter may come into the possession of confidential information that pertains to the Permittee’s business, including but not limited to, records, papers, reports, descriptive and pictorial material, printed or written technical information, drawings, reproductions, samples, models, lists, strategies and procedures. Permitter acknowledges that any and all of the foregoing, along with any and all other information provided to, generated by, or otherwise becoming known to Permitter in connection with or incident to this Agreement, is privileged and confidential information in any form, and Permitter further agrees not to retain, duplicate, distribute, or otherwise use any such information, in any manner, or for any purpose. Permitter agrees that confidential information will not be willfully or negligently divulged or made accessible to any third party. Confidential information as described above is the exclusive property

of the Permittee and will be immediately returned to the Permittee upon the Permittee's request or upon termination of this Agreement.

Permittee and Permitter agree not to disclose the negotiations, terms, or existence of the Agreement to any third-party, through any medium, until such time as Permittee has formally announced the scheduling of the Event on Permittee's campaign website, <https://donaldjtrump.com>.

LIABILITY

During the term of this Agreement, Permittee assumes the risk of liability for, and agrees to indemnify and hold safe and harmless, and covenants to defend Permitter from and against all claims, liabilities, losses, damages and expenses (including reasonable legal expenses), arising out of Permittee's use of the Premises. Permittee shall not be liable for or indemnify or hold harmless Permitter in the event of Permitter's or Permitter's employees' or agents' negligence or misconduct or otherwise caused by any other occupant, if applicable, of the Premises.

INDEMNIFICATION

Permitter shall indemnify, defend, reimburse, and hold harmless Permittee and its members, employees, directors, officers, agents, and volunteers against any and all claims, demands, liabilities, actions, damages, costs, and expenses related thereto (including reasonable legal expenses) and all damages and liabilities of any kind or nature whatsoever, arising out of, or attributable to, the negligence or misconduct of Permitter or Permitter's employees or agents under the terms of this Agreement. Nothing herein is intended to act as a waiver of the Permitter's sovereign immunity pursuant to Section 768.28, Florida Statutes, and notwithstanding anything in this Agreement to the contrary, under no circumstances shall Permitter be liable to Permittee under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28, Florida Statutes, which limits are hereby made applicable to all manner of claims against the Permittee or Permitter related to this Agreement and are not confined to tort liability.

EVENT SECURITY

Permitter recognizes that U.S. Secret Service shall operate in connection with the Event and that U.S. Secret Service shall solely and directly coordinate any law enforcement services necessary for the Event. As such, no law enforcement costs shall be coordinated by Permitter, charged through Permitter to Permittee, or shall otherwise be reimbursable expenses in connection with this Agreement. Permittee shall be permitted, as necessary, to provide private security contractors at its own expense to operate in conjunction with the Event.

FAIR MARKET VALUE

Permitter represents the Use Fee paid by Permittee to Permitter pursuant to the terms of the Agreement constitutes fair market value of the use of space.

BOX OFFICE/TICKETS

Permitter acknowledges that the Event will be a free ticketed political rally, and that such tickets will be offered free of charge and distributed exclusively by Permittee.

[signature page follows]

Authorized representatives of the parties have caused this Addendum to be executed by signing below.

**For Permitter:
Inc.:**

By: *Allen Johnson*
Printed Name: Allen Johnson
Title: Chief Venue Officer
Date: 5/31/19

For Donald J. Trump for President,

DocuSigned by:
By: *Bradley Crate*
03442469A862463
Printed Name: Bradley Crate
Title: Treasurer
Date: 5/31/2019