

**LICENSE AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE
AND TRAFFIC SPORTS USA, INC. FOR USE OF LOCKHART STADIUM**

This License Agreement for use of Lockhart Stadium ("Agreement") is made and entered into this ____ day of _____ 2012, by and between the City of Fort Lauderdale, a Florida municipality, ("Licensor" or "City"), whose address is 100 N. Andrews Ave., Fort Lauderdale, Florida, and Traffic Sports USA, Inc., a Florida corporation ("Licensee"), whose address is 501 Brickell Key Drive, Suite 407, Miami, Florida 33131.

WITNESSETH

WHEREAS, Licensor owns Lockhart Stadium located at 1350 N.W. 55th Street, Fort Lauderdale, Florida;

WHEREAS, Licensor is willing to permit Licensee to use Lockhart Stadium under the terms and conditions set forth in this Agreement; and

WHEREAS, Licensee owns the Fort Lauderdale Strikers, a professional soccer team that is scheduled to play its regular 2013 home games at Lockhart Stadium,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein expressed, the faithful performance of all such covenants and agreements, and other good and valuable consideration, the receipt of which is acknowledged, the Licensor and the Licensee agree as follows:

1. The Licensor does hereby grant to the Licensee the use of Lockhart Stadium (the "Facility"), as shown on attached Exhibit A, as more fully described below:

Dates: Licensee shall have use of the Facility, including the playing field, perimeter bleacher seating areas, north side locker rooms and concession facilities, south side box office, press box, portables/office space and all other restroom and concession facilities as well as the surrounding parking areas as depicted on attached Exhibit A, for the period from January 1, 2013 through December 31, 2013 (the "License Period"). Subject to the prior approval of the City's Parks and Recreation Director, Licensee may use that portion of the adjacent Fort Lauderdale Stadium for overflow parking for events, including third party events ("Overflow Parking").

Responsibilities of Licensee:

A. In exchange for the use of the Facility as described above, Licensee agrees to assume the following costs and maintenance responsibilities:

- Payment of all utilities incurred for the use of the Facility. All accounts for utilities associated with the Facility shall remain in the name of the Licensor. Licensor will provide Licensee with an accounting of the utility charges incurred monthly and Licensee agrees to pay any amount due to Licensor as directed in any accounting promptly within ten (10) business days.
- Licensee shall be responsible to maintain the Facility except as provided in Paragraph 3(A) herein. In the event Licensee uses the Overflow Parking areas, Licensee shall be responsible for any clean-up and trash removal associated with the use.

B. Licensee shall provide all equipment, goals and appropriate supplies attendant to their operations. Notwithstanding the foregoing, Licensee shall be entitled to use any of the existing equipment located at the Facility.

C. Licensee acknowledges and agrees to coordinate with the Licensor's designee the use of the Facility by the City of Fort Lauderdale Parks & Recreation Department by organizations and groups sponsored by Licensor, as well as the City of Fort Lauderdale Police and Fire Departments for training purposes. Where Licensee allows the use of the playing field by organizations and groups sponsored by Licensor, Licensee agrees to charge the same rate for the use of the field as listed in the current Athletic Rate schedule published by Licensor.

D. As a condition precedent to the effectiveness of this Agreement, Licensee shall provide to the Licensor a certificate of commercial general liability insurance with an AM Best's A-rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Licensor's risk manager, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage, including coverage for premises/operations, products/completed operations, contractual liability, independent contractors, and liability arising out of the indemnification provision. As a condition precedent to the effectiveness of this Agreement, Licensee shall provide to the Licensor a certificate of business auto liability insurance with an AM Best's A- rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Licensor's risk manager, in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned autos and other vehicles, hired autos and other vehicles, heavy equipment, non-owned autos and other vehicles. The commercial general liability policy shall name the City of Fort Lauderdale, a Florida municipality, as an additional insured. In addition, as a condition precedent to the effectiveness of this Agreement, Licensee shall provide to the Licensor a certificate of worker's compensation insurance, including employer's liability, with an AM Best's A- rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Licensor's risk manager, with limits not less than \$100,000 per accident, \$500,000 disease (policy limit), and \$100,000 disease (each employee) in compliance with all state and federal laws. Licensee shall provide to the Licensor at least thirty (30) days' written notice by registered or certified mail, return receipt requested, addressed to the Licensor's risk manager, prior to cancellation or modification of any required insurance.

E. The Licensee shall protect and defend at the Licensee's expense, counsel being subject to the Licensor's approval, and indemnify and hold harmless the Licensor and the Licensor's officers, employees, and agents from and against any and all losses, penalties, damages, settlements, judgments, claims, costs, charges, fines, expenses, or liabilities of every and any kind, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of the Licensee's use of the Facility.

F. Licensee will comply with all applicable laws of the United States, and of the State of Florida, all ordinances of the City of Fort Lauderdale, all rules and requirements of the Police Department, Fire Department, and other municipal authorities of the City of Fort Lauderdale, and any other applicable local laws, ordinances and regulations and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything at the Facility during the terms of this Agreement in violation of any such laws, ordinances, rules or requirements, and if the attention of said Licensee is called to any such violation on the part of the said Licensee, or any person employed by or admitted to the said Facility by said Licensee, such Licensee will immediately desist from and correct the violation.

G. That Licensee shall not admit to the Facility a larger number of persons than the seating capacity thereof will accommodate or in excess of capacities indicated by applicable codes or as approved by the Licensor's Fire Marshal.

H. Licensee shall not discriminate in the use of the Facility against any person because of race, creed, color, religion, age, gender, marital status, disability, sexual preference, or national origin.

I. The Licensor shall have no responsibility for any items or materials left at the Facility or surrounding properties.

2. Other Provisions:

A. That Licensee (and Licensor during third party Events) reserves the right to eject any person or persons from said Facility for any lawful reason.

B. If the Facility, or any part thereof, shall be destroyed by fire, or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the Licensor impossible, then and thereupon this Agreement shall terminate, and all advance license fees are to be refunded to the Licensee.

C. Licensor reserves the right, without any liability therefore, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons or guests.

D. The Licensee further represents that it has inspected the Facility and that the same is in proper condition for the use contemplated. Licensee shall surrender the Facility in the same condition as prior to Licensee's use, ordinary wear and tear excepted.

E. Parking areas are to be used for parking of vehicles only and for no other purpose unless authorized by Licensor. Notwithstanding the foregoing, Licensor acknowledges that the parking areas may be used for events, including third party Events such as festivals and pre-game activities associated with the Fort Lauderdale Strikers.

F. Licensee shall ensure that no animals are brought into the Facility with the exception of service animals.

G. Licensee shall maintain a clear, unobstructed fire lane into the Facility, and shall provide designated emergency exits from the Facility. The Licensee shall not permit the entrance doors or gates to be locked during any period when the public is allowed into the site, unless otherwise agreed to by the Licensor.

H. No collections, whether for charity or otherwise, shall be made or attempted without prior notice being given to the Licensor. Notice as contemplated by this subparagraph may be provided by electronic mail to the representative designed by the Licensor pursuant to this Agreement.

I. Licensee must refer to the Facility as "Lockhart Stadium" on all advertising and signage.

J. Licensee shall provide Licensor with prior notice of any third party Events that take place outside of the Lockhart Stadium within the areas depicted on the attached Exhibit A. Notice as contemplated by this subparagraph may be provided by electronic mail to the representative designed by the Licensor pursuant to this Agreement.

3. Reimbursements, Staffing:

A. Licensor shall continue to be responsible for any repairs required by any Federal, State, County or City laws, ordinances or regulations or as required to allow the use of the Facility as provided in this Agreement. Notwithstanding the foregoing, Licensee shall not injure, mar, or in any manner deface the Facility, and shall not make, nor allow to be made any alterations of any kind therein without the Licensor's written permission or as otherwise provided for by this License Agreement. Any damage whatsoever occurring during the term of this License Agreement as a result of the use of the Facility or the Overflow Parking areas by Licensee shall be the responsibility of the Licensee, and an itemized list and invoice will be presented to Licensee for all costs of damages incurred. Charges shall be based on replacement and labor costs for the items damaged. A detailed damage and cost statement shall be issued to Licensee by Licensor within ten (10) business days after final inspection of the licensed Facility by Licensor. Licensee shall pay Licensor the amount indicated on such invoice for damages within thirty (30) days following Licensee's receipt thereof.

B. Licensee and/or Licensor is responsible for obtaining any and all mandatory City of Fort Lauderdale permits for any third party Events to be held at the Facility as provided in Section 5 below, and Licensee will pay for and coordinate the scheduling of police officers and emergency services personnel with the appropriate City of Fort Lauderdale departments to meet all City of Fort Lauderdale requirements.

4. Termination or Cancellation:

A. Either party shall have the right to terminate and rescind this Agreement in its entirety or in part immediately upon the happening of any of the following events:

- a) The failure by either party to perform, keep and observe any of the terms, covenants and conditions herein contained on the part of the other party to be performed, kept or observed; or
- b) For just cause, acts of God or other unusual circumstances affecting this Agreement. The party terminating or canceling this Agreement shall give written notice to the other party of such intent to cancel or terminate this Agreement at least fourteen (14) days prior to the effective time of such cancellation and/or termination.

5. Sublicensing, Entire Agreement; Default, Surrender of Facility:

A. Licensee shall not assign this Agreement, or sublicense the licensed Facility or any part thereof without the prior written consent of the Licensor, except that Licensee may sublicense to exhibitors in accordance with an expositions floor plan approved by Licensor. Licensee shall not undertake or participate in any business, exhibit or activity at the Facility other than herein specified.

B. Notwithstanding the foregoing, during the License Period, the parties agree that Licensee will have full programming control of the Facility, including the use of the Facility by third parties. It is further understood by the parties that Licensee shall be entitled to retain all revenue received from the use of the Facility by Licensee or any third parties, provided, however, that Licensee shall pay to the Licensor's Airport Enterprise Fund eleven percent (11%) of all gross receipts received as a result. "Gross receipts" is defined as any revenue

received as part of the Licensee's use of the Facility or provided by any sublicensing agreement, including ticket sales, entrance fees, fence advertising, parking facilities, concessions sold, rented or operated.

C. Airport Enterprise Fund – On or within 14 days after January 1, 2014, Licensee shall pay to the Licensor's Airport Enterprise Fund 11% of all gross receipts received from any activities at the Facility for which a charge is made, including 11% of all gross receipts received from fence advertising, parking facilities and concessions sold, rented or operated, in full compliance with Resolution No. 7016 of the City Commission of the City of Fort Lauderdale and such resolution's supporting documents. Licensee shall allow City, the City's designee, and any agency of the federal government to review and audit Licensee's records, books, and ledgers, of gross receipts received from any and all activities at the Facility, all of which are hereby deemed public records, at any reasonable time.

D. Audit – The City, the City's designee, and any agency of the federal government shall have the right to audit and inspect any and all books, ledgers, records, reports, documents, and such other supporting evidence of Licensee's gross receipts received from any and all activities at the Facility to verify compliance with the terms and conditions of this License Agreement. Licensee shall provide such records in hard copy or machine-readable form, or both, as requested. Licensee shall maintain such books and records and associated documents for a period of five years or for so long thereafter as any dispute remains unresolved or as long as required by the Florida public records law and records retention schedules, whichever is longer. Licensee shall include the "right to audit provisions" in all agreements with subcontractors and any other business entities providing goods or services in direct or indirect support of this contract. In the event the City, the City's designee, or any agency of the federal government exercises this right to audit, Licensee shall provide adequate and appropriate space as well as access to photocopy machines and the right to interview Licensee's current and former employees.

E. All terms and conditions of this Agreement shall be binding upon the parties, their heirs or representatives, and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto, unless the same be in writing and mutually signed by the duly authorized signatories of the Licensor and the Licensee.

F. The following Exhibits which are attached to this Agreement become part of the Agreement with the same force and effect as though written into the body thereof:

Area Map Depicting Stadium Event Site – Exhibit "A"

1958 FAA Letter - Exhibit "B"

6. Aviation, Emergency:

The facility use granted hereby shall be subject to the superior rights of the United States Government, as set forth in the Quitclaim Deed recorded in Deed Book 579, Page 130, Official Records of Broward County, Florida. Any use of the Stadium by the Team shall be for general recreation purposes, shall not interfere with the operation and development of the Fort Lauderdale Executive Airport, shall not pose an airport hazard, and shall comply in all respects with the letter dated September 9, 1958, from David C. Kelley, District Airport Engineer, to W. J. Veeder, City Manager, a copy of which is attached as Exhibit "B". Either party may terminate this Agreement unilaterally at any time that an

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agency of the United States Government disapproves of this Agreement or at any time that an agency of the United States Government finds this Agreement to be in violation of any restriction or covenant governing the property subject to this Agreement, except that before such termination, the parties agree to confer in good faith with each other and with the Federal Aviation Administration in an effort to obviate such termination.

This Agreement is subordinate to any emergency use invoked pursuant to Section 252.42, Florida Statutes (2011), as amended or revised, or pursuant to any applicable emergency management program or plan.

7. Facility Use:

The Licensee's use of the Facility is not an interest in real property.

8. Severability:

In the event any paragraph, section, sentence, or clause contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such holding shall not affect the remainder of this Facility Use Agreement, which shall remain in full force and effect.

9. Paragraph Headings:

Paragraph headings contained in this Agreement are for convenience only, and such paragraph headings shall not be construed in any substantive manner.

10. Choice of Law, Venue:

This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

11. No Waiver:

Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other breach of such provision or of any breach of any other provision of this Agreement.

12. Notice:

Any notice required or permitted to be given or served by either party to this Agreement shall be deemed to have been given or served when made in writing, by certified or registered mail, addressed as follows:

Licensors: Phil Thornburg, Director of Parks & Recreation
City of Fort Lauderdale
1350 W. Broward Boulevard
Fort Lauderdale, FL 33312

with copy to: Harry Stewart, City Attorney
City of Fort Lauderdale City Hall
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

Licensee: Aaron Davidson, Vice President
Traffic Sports USA, Inc.
501 Brickell Key Drive, Suite 407

Miami, FL 33131

with copy to:

Janna P. Lhota, Esq.
Holland & Knight LLP
515 East Las Olas Boulevard, Suite 1200
Fort Lauderdale, FL 33301

All payments to be made by Licensee to Licensor under this Agreement shall be made to the City at the above address. The addresses may be changed from time to time by either party by service notice as required above.

[Remainder of Page Intentionally Left Blank]

13. FAA Authority: Prior to the effectiveness of this License Agreement, the Federal Aviation Administration must acknowledge in writing that there is no objection to the terms of the License Agreement.

14. Radon Gas: In accordance with Florida law, the following disclosure is hereby made: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

IN WITNESS WHEREOF, the parties execute this License Agreement as follows:

TRAFFIC SPORTS USA, INC.:

(Corporate Seal)

WITNESSES:

Signature

By: _____
Print Name

Title: _____

Print Name

ATTEST:

By: _____
Print Name

Signature

Title: _____

Date: _____

Print Name
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____ as _____ (title) for Traffic Sports USA, Inc., a Florida Corporation.

(SEAL)

Notary Public, State of Florida
(Signature of Notary Public – State of Florida)

(Print, Type, or Stamp Commissioned
Name of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

CITY OF FORT LAUDERDALE

By: _____
John P. "Jack" Seiler, Mayor

ATTEST:

By: _____
Jonda K. Joseph, City Clerk

By: _____
Lee R. Feldman, ICMA-CM, City Manager

Approved as to form:

By: _____

Name: _____

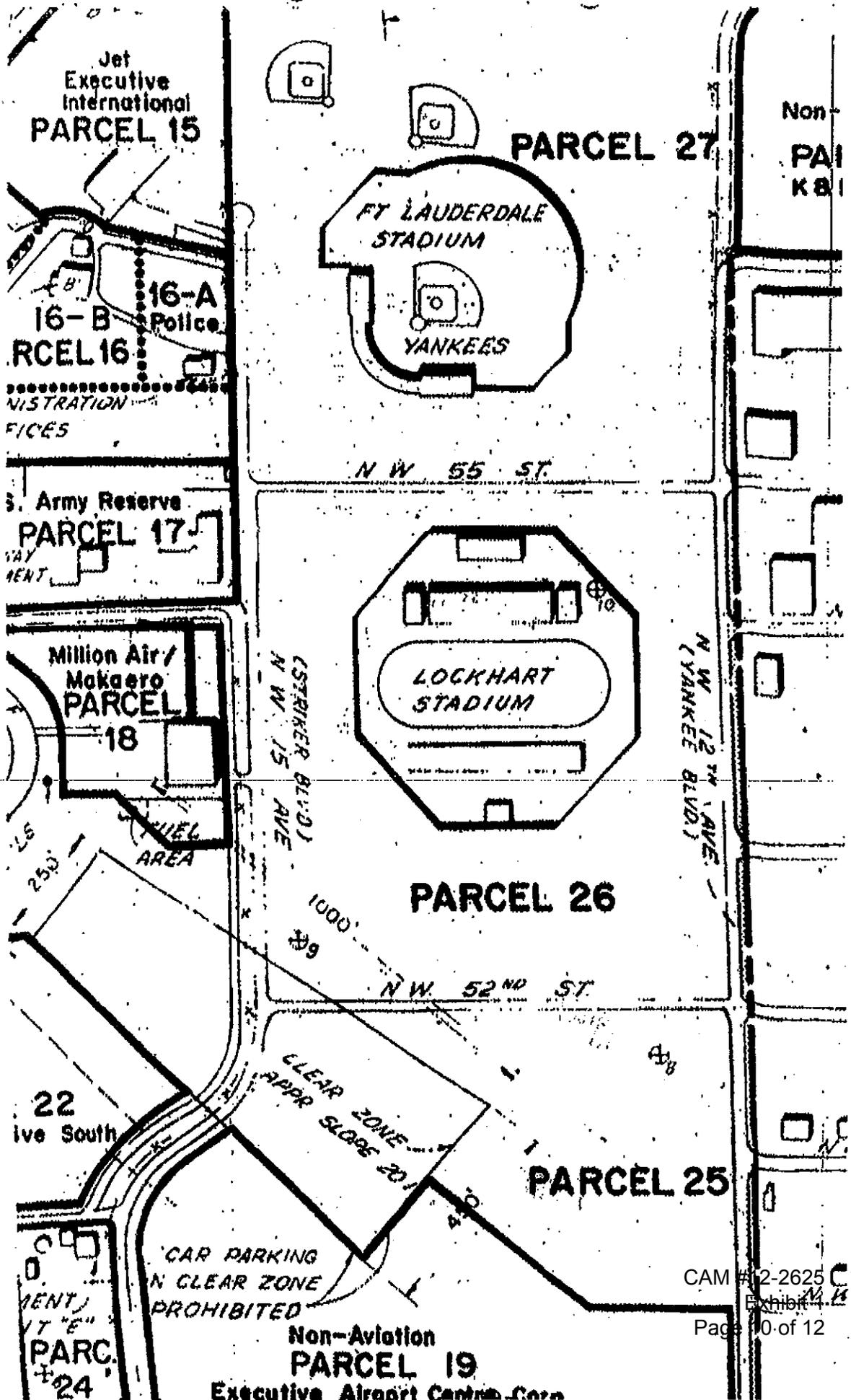


EXHIBIT B

Post Office Box 226
International Airport Branch
Miami 48, Florida

September 9, 1958

File

Mr. W. J. Veeder
City Manager
Ft. Lauderdale, Florida

SUBJECT: Fort Lauderdale Municipal Airport
(West Prospect Field)
Fort Lauderdale, Florida
Request for Permit

Dear Mr. Veeder:

Reference is made to your letter of July 14, 1958, with which you transmitted a request from the City of Ft. Lauderdale for authority to utilize a portion of the subject airport, identified as "Area C", for the construction of a general recreation area, including a municipal stadium, baseball diamond, and appurtenances. The area in question proposes the use of the north 100 acres of Area C.

It is noted that the proposed development of the land in question will be financed by and constructed by the City of Ft. Lauderdale. There will be no transfer of title nor will there be any lease agreement. Rather, the City will remain in possession and control of the tract of land in question. It is concluded, therefore, that all of the provisions and restrictions of the instrument of disposal, with the exception of the national emergency use provision which was previously released, will remain in full force and effect.

It is noted that in the preamble of the Resolution constituting the request of the City, identified as Resolution No. 7016 dated July 1, 1958, it is recited that "whereas, . . . the City agrees to pay 5% of all gross receipts received from any recreational activities for which a charge is made in "Area C" to the Civil Aeronautics Administration; and . . ." etc. Obviously, this statement will require revision inasmuch as no funds are paid directly to this Administration, but the City is required to establish a separate airport account to which all such funds will be credited as recited in numbered paragraph 3 below.

It has been determined that the proposed locations and heights of the structures to be erected do not conflict with the requirements of Technical Standard Order M18 or other design and clearance standards. It is not anticipated that there will be any interference to future night operations by the installation of floodlights proposed for erection on the stadium. In fact, it is believed that in addition to providing a

source of revenue for airport purposes, the proposed development will stimulate interest in the airport as an airport and promote its further development as such.

In view of the foregoing considerations, you may consider this letter to be this Administration's authorization to so utilize the land in question for general recreation purposes as outlined in Resolution No. 7016, subject to the following conditions:

- (1) No structure will be erected on the land to a height which would constitute an obstruction to the aeronautical use of the airport as determined by the applicable standards of Civil Aeronautics Administration's Technical Standard Order N18.
- (2) No use of the land or structures erected thereon will be made or permitted which would interfere with the operation and development of the airport or which would constitute an airport hazard.
- (3) Five percent of all gross receipts received from any recreational activities for which a charge is made in "Area C", including 5% of all gross receipts received from fence advertising, parking facilities and concessions sold, rented or operated on said "Area C", will be paid into the airport account and devoted exclusively to the operation, maintenance, improvement, and development of the airport as a public airport.

It is recommended that the master plan for the airport be revised at the earliest opportunity to include the proposed and future airport development as well as non-aviation development.

Sincerely yours,

David C. Kelley
District Airport Engineer
Airports District Office #5

FMFitzGerald:ls APDO #5
9-9-58

cc: FW-400

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AND, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
STATE OF FLORIDA: