

Exhibit A
Description of the Land

Leasehold Estate created by that certain lease from City of Fort Lauderdale, a municipal corporation of Florida, as Lessor, and Fort Lauderdale Candlelight Corporation, a Florida corporation (now known as Bahia Mar Yachting Center, Inc.) dated September 1, 1962, recorded September 8, 1964 in Official Records Book 2870, page 530, as amended by Amendment dated September 8, 1964, recorded September 8, 1964 in Official Records Book 2870, page 582, as modified by Modification dated December 7, 1971, recorded December 6, 1972 in Official Records Book 5080, page 845, as amended by Amendment dated April 22, 1980, recorded June 13, 1980 in Official Records Book 8958, page 334, as assigned by Bahia Mar Yachting Center, Inc. to Bahia Mar Hotel and Yachting Center, Inc. by the Assignment of Lease recorded in Official Records Book 9066, page 472, as further assigned by Bahia Mar Hotel and Yachting Center, Inc., to Bahia Mar Associates, Limited by the Assignment of Lease recorded in Official Records Book 10204, page 761, as affected by Lessor's Statement recorded August 14, 1980 in Official Records Book 9066, page 465 and Lessor's Statement recorded in Official Records Book 9066, Page 469, as further assigned by Bahia Mar Associates, Limited to Rahn Bahia Mar, Ltd., by the Consent to Assignment of Leasehold Interest and Assignment and Assumption of Leasehold Interest dated June 29, 1994, recorded July 1, 1994 in Official Records Book 22333, page 886, as amended and restated by the Amended and Restated Lease Agreement dated January 4, 1995, recorded February 23, 1995 in Official Records Book 23168, page 347, and as amended by the First Amendment to Amended and Restated Lease Agreement dated July 1, 2014, and recorded in Official Records Book 50912, Page 1085, all of the public records of Broward County, Florida, demising for a term of years the following:

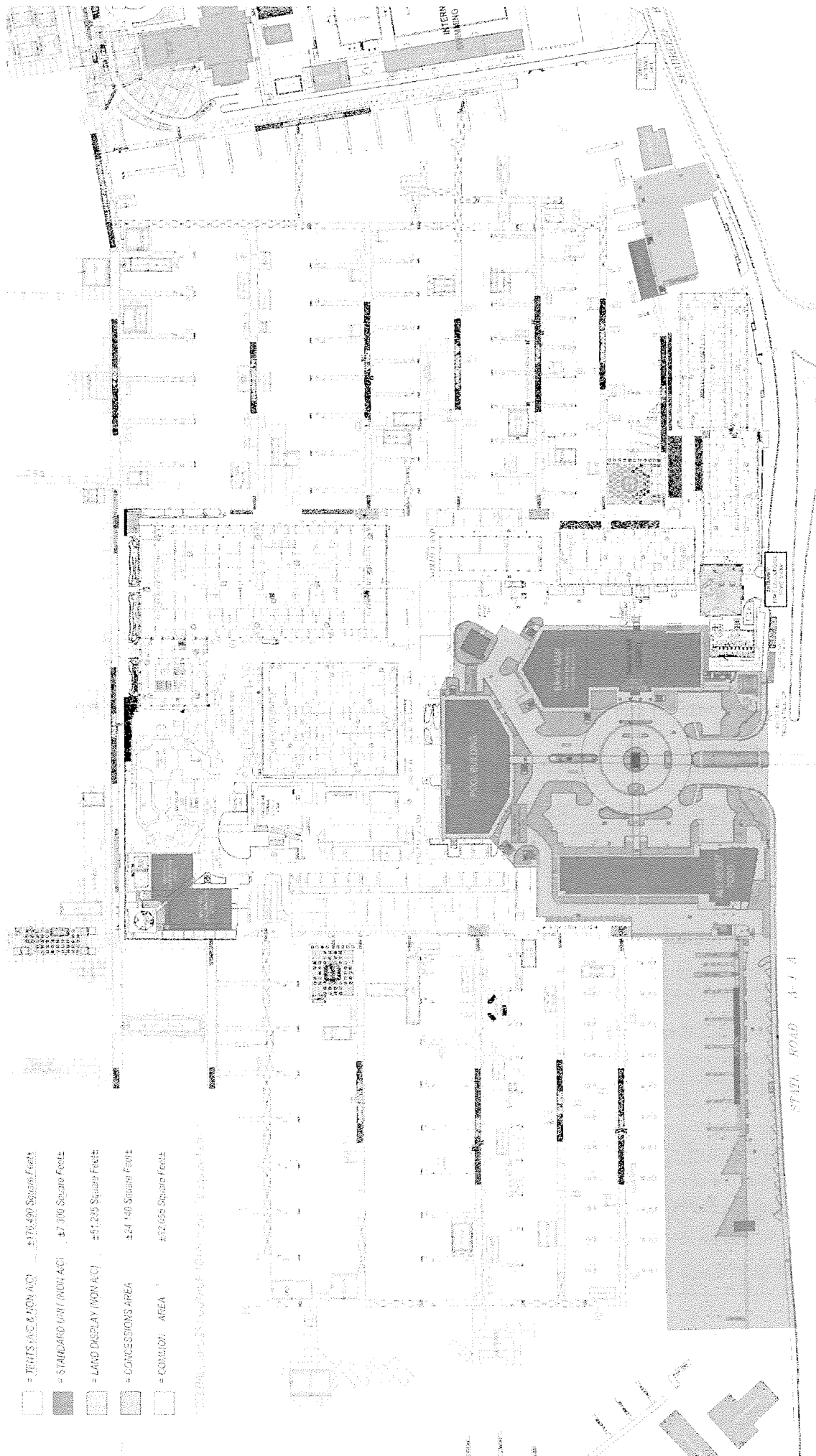
All that part of BAHIA MAR, according to the plat thereof recorded in Plat Book 35, page 39 of the public records of Broward County, Florida, lying West of the West right of way line of Seabreeze Boulevard, excepting therefrom Parcel No. 1 and also, excepting the North 80 feet of Parcel No. 34.

Exhibit B-1
Show Site



B-1-1

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LEGEND
 Excluded from Show Site

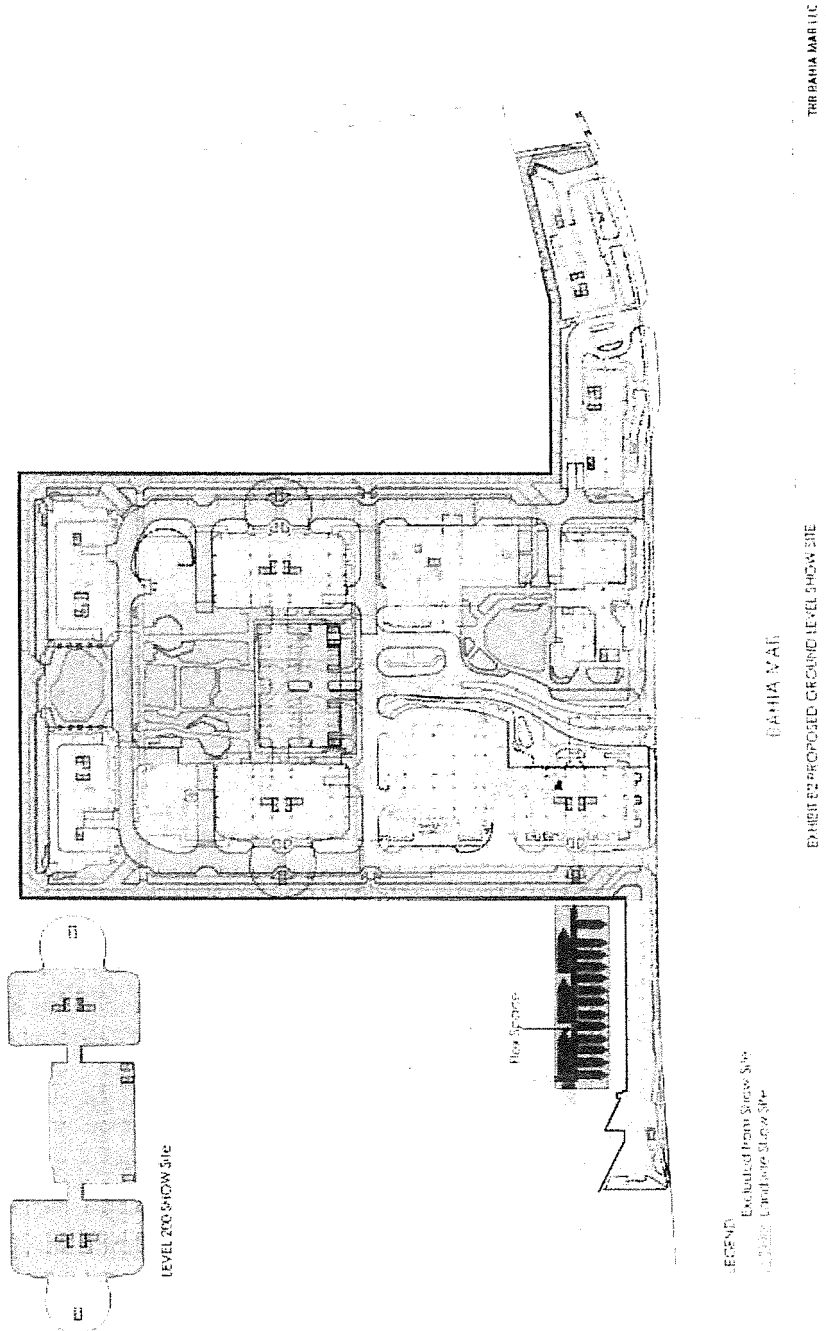
BAHIA MAR

EXHIBIT B | CURRENT SHOW SITE

TRR BAHIA MAR LLC
 6/25/2017

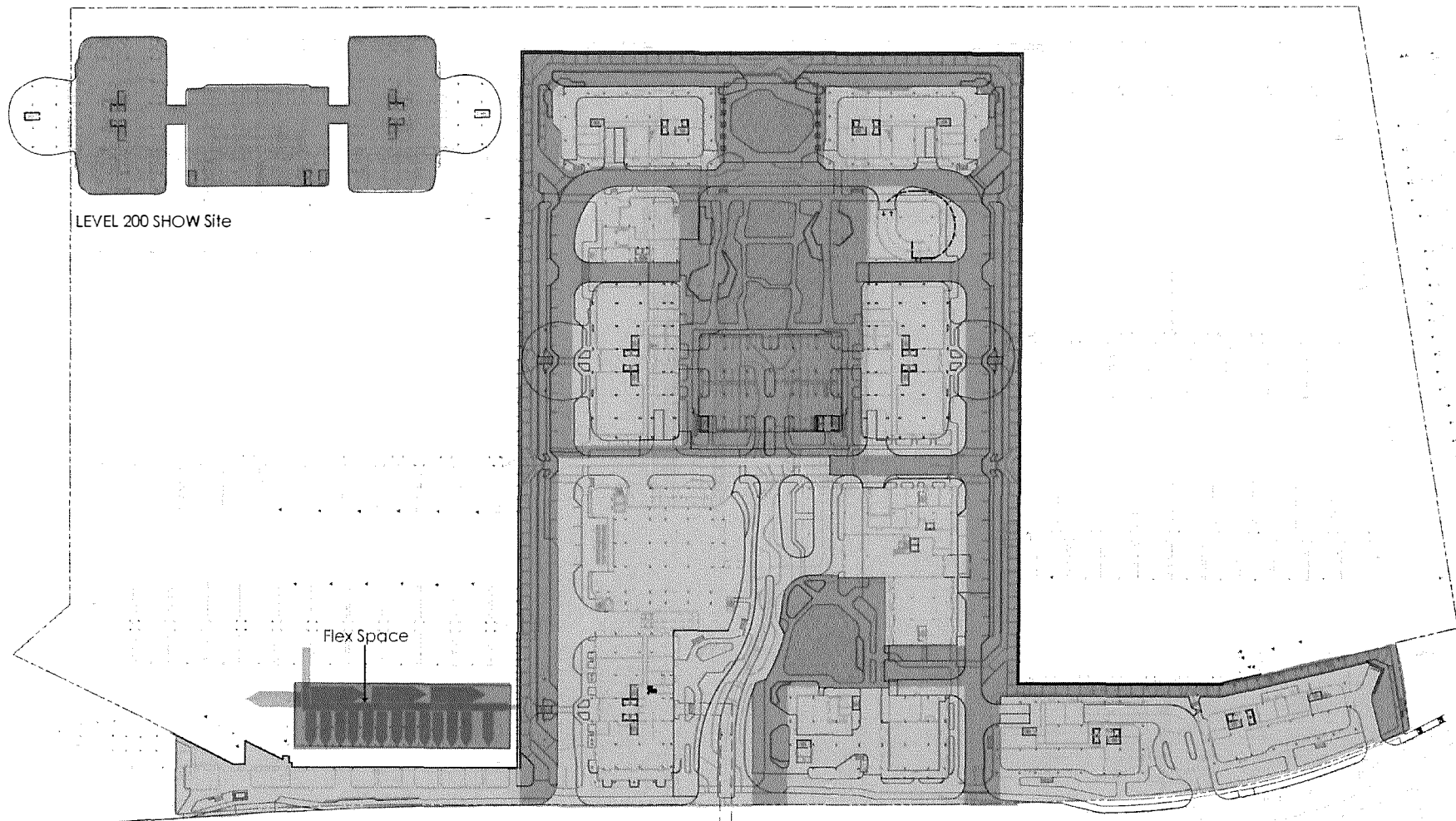
6001 LAUDERDALE INTERNATIONAL BOAT SHOW

Exhibit B-2
Specified Site Plan and Show Site





B-2-1

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LEGEND

-  Excluded from Show Site
-  Landside Show Site

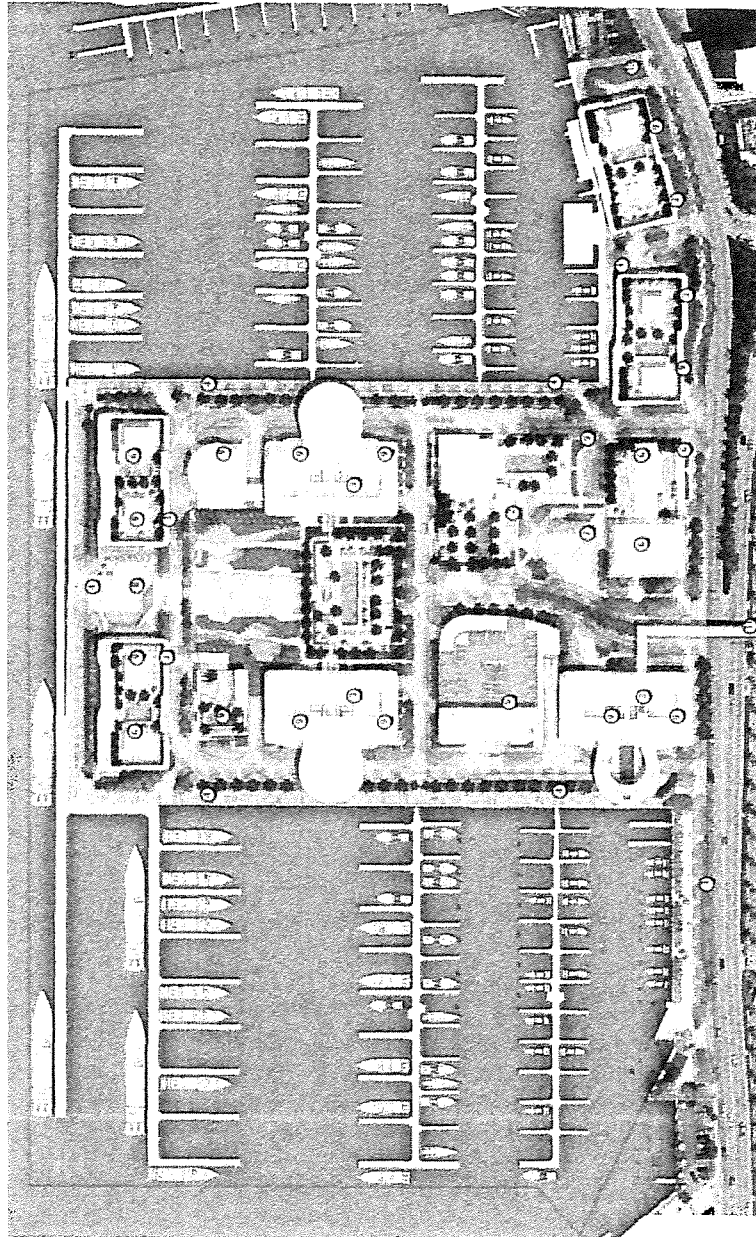
BAHIA MAR

EXHIBIT B2 PROPOSED GROUND LEVEL SHOW SITE

FORT LAUDERDALE INTERNATIONAL BOAT SHOW

TRR BAHIA MAR LLC

04/02/2017



- LEGEND
- 1. BAHIA MAR PLAZA
 - 2. BAHIA MAR TOWER
 - 3. RESIDENTIAL TOWER
 - 4. PROMENADE
 - 5. GOLF COURSE
 - 6. RESTAURANT
 - 7. RETAIL PLAZA
 - 8. MARINA
 - 9. GROUND LEVEL RETAIL
 - 10. GATEWAY PARK
 - 11. PEDESTRIAN BRIDGE CONNECTION

BAHIA MAR

ADVANCED STUDY PLAN: GROUND LEVEL
 1001 LAURENCE INTERNATIONAL ROAD, THOMAS

TRM BAHIA MAR LLC
 APRIL 11, 2017



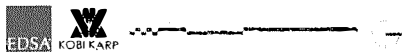


- LEGEND
- | | |
|----------------------|----------------------------------|
| 1. MARINA VILLAGE | 7. RETAIL PLAZA |
| 2. HOTEL | 8. MARINA PARK |
| 3. RESIDENTIAL TOWER | 9. GROUND LEVEL RETAIL |
| 4. PROMENADE | 10. GATEWAY PARK |
| 5. GROCERY | 11. PEDESTRIAN BRIDGE CONNECTION |
| 6. RESTAURANT | |

BAHIA MAR

ADVANCED STUDY PLAN: GROUND LEVEL

FORT LAUDERDALE INTERNATIONAL BOAT SHOW



TRR BAHIA MAR LLC
APRIL 17, 2017

Exhibit B-3
Flex Space

See Flex Space shown on Exhibit B-2

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B-3-1

**Exhibit C
Boat Show Dates**

	<u>Initial Set-Up Dates</u>		<u>Boat Show Operating Dates</u>	<u>Final Break-Down Dates</u>	
	Land	Water	Dates	Land	Water
2021	17-Oct	21-Oct	Nov 3-7	17-Nov	13-Nov
2022	16-Oct	20-Oct	Nov 2-6	16-Nov	12-Nov
2023	15-Oct	19-Oct	Nov 1-5	15-Nov	11-Nov
2024	13-Oct	17-Oct	Oct 30-Nov 3	13-Nov	9-Nov
2025	12-Oct	16-Oct	Oct 29-Nov 2	12-Nov	8-Nov
2026	18-Oct	22-Oct	Nov 4-8	18-Nov	14-Nov
2027	17-Oct	21-Oct	Nov 3-7	17-Nov	13-Nov
2028	15-Oct	19-Oct	Nov 1-5	15-Nov	11-Nov
2029	14-Oct	18-Oct	Oct 31-Nov 4	14-Nov	10-Nov
2030	13-Oct	17-Oct	Oct 30-Nov 3	13-Nov	9-Nov
2031	12-Oct	16-Oct	Oct 29-Nov 2	12-Nov	8-Nov
2032	17-Oct	21-Oct	Nov 3-7	17-Nov	13-Nov
2033	16-Oct	20-Oct	Nov 2-6	16-Nov	12-Nov
2034	15-Oct	19-Oct	Nov 1-5	15-Nov	11-Nov
2035	14-Oct	18-Oct	Oct 31-Nov 4	14-Nov	10-Nov
2036	12-Oct	16-Oct	Oct 29-Nov 2	12-Nov	8-Nov
2037	11-Oct	15-Oct	Nov 4-8	18-Nov	14-Nov
2038	17-Oct	21-Oct	Nov 3-7	17-Nov	13-Nov
2039	16-Oct	20-Oct	Nov 2-6	16-Nov	12-Nov
2040	14-Oct	18-Oct	Oct 31-Nov 4	14-Nov	10-Nov
2041	13-Oct	17-Oct	Oct 30-Nov 3	13-Nov	9-Nov
2042	12-Oct	16-Oct	Oct 29-Nov 2	12-Nov	8-Nov
2043	18-Oct	22-Oct	Nov 4-8	18-Nov	14-Nov
2044	16-Oct	20-Oct	Nov 2-6	16-Nov	12-Nov
2045	15-Oct	19-Oct	Nov 1-5	15-Nov	11-Nov
2046	14-Oct	18-Oct	Oct 31-Nov 4	14-Nov	10-Nov
2047	13-Oct	17-Oct	Oct 30-Nov 3	13-Nov	9-Nov
2048	18-Oct	22-Oct	Nov 4-8	18-Nov	14-Nov
2049	17-Oct	21-Oct	Nov 3-7	17-Nov	13-Nov
2050	16-Oct	20-Oct	Nov 2-6	16-Nov	12-Nov
2051	15-Oct	19-Oct	Nov 1-5	15-Nov	11-Nov
2052	13-Oct	17-Oct	Oct 30-Nov 3	13-Nov	9-Nov
2053	12-Oct	16-Oct	Oct 29-Nov 2	12-Nov	8-Nov
2054	18-Oct	22-Oct	Nov 4-8	18-Nov	14-Nov
2055	17-Oct	21-Oct	Nov 3-7	17-Nov	13-Nov
2056	15-Oct	19-Oct	Nov 1-5	15-Nov	11-Nov
2057	14-Oct	18-Oct	Oct 31-Nov 4	14-Nov	10-Nov
2058	13-Oct	17-Oct	Oct 30-Nov 3	13-Nov	9-Nov
2059	12-Oct	16-Oct	Oct 29-Nov 2	12-Nov	8-Nov
2060	17-Oct	21-Oct	Nov 3-7	17-Nov	13-Nov
2061	16-Oct	20-Oct	Nov 2-6	16-Nov	12-Nov
2062	15-Oct	19-Oct	Nov 1-5	15-Nov	11-Nov
2063	14-Oct	18-Oct	Oct 31-Nov 4	14-Nov	10-Nov
2064	12-Oct	16-Oct	Oct 29-Nov 2	12-Nov	8-Nov
2065	18-Oct	22-Oct	Nov 4-8	18-Nov	14-Nov
2066	17-Oct	21-Oct	Nov 3-7	17-Nov	13-Nov
2067	16-Oct	20-Oct	Nov 2-6	16-Nov	12-Nov
2068	14-Oct	18-Oct	Oct 31-Nov 4	14-Nov	10-Nov
2069	13-Oct	17-Oct	Oct 30-Nov 3	13-Nov	9-Nov
2070	12-Oct	16-Oct	Oct 29-Nov 2	12-Nov	8-Nov

C-1

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Exhibit D-1
Material Governmental Approvals

A final site plan approval obtained and any documents required by applicable Governmental Authority in connection therewith, including, but not limited to, any development agreements to be executed with the expiration of all appeal periods with respect thereto.

D-1-1

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37958.0008

Exhibit D-2
Redevelopment Credit

During any period of Redevelopment that reduces the Net Square Feet of the Landside during any Boat Show during the Term to less than the Landside Minimum Square Footage of 125,000 Net Square Feet, then to determine the "**Redevelopment Credit**," the Boat Show Parties shall provide to Bahia Mar: (i) a financial analysis reflecting the gross rental income ("**GRI**") received by the Boat Show Parties from the Landside during such Boat Show, (ii) a similar analysis reflecting the GRI for the same general Landside area during the latest two Boat Shows that were not impacted by Redevelopment, and (iii) a written request that this deficiency be included in the True-Up. Such portion of any True-Up shall be equal to the lesser of: (a) thirty percent (30%) of the difference between the current year's GRI and the average of the prior two year's GRI as noted in subsection (ii) above, and (b) the "**Redevelopment Credit Cap**" as noted below.

The "**Redevelopment Credit Cap**" for each Boat Show shall be as follows:

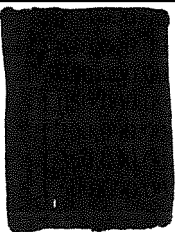

Years 1-5	
Years 6-10	
Years 11-15	
Years 16-20	
Years 21-25	
Years 26-30	
Years 31-35	
Years 36-40	
Beyond 40 years, add  to Cap every 5 years	

Exhibit E
Hold Harmless Agreement

INDEMNITY; INSURANCE; WAIVER: Neither Yachting Promotions, Inc., nor the Marine Industries Association of South Florida, nor Rahn Bahia Mar, LLC d/b/a Bahia Mar Resort & Yachting Center, nor Greater Fort Lauderdale/Broward County Convention Center, nor Hall of Fame Marina, nor Las Olas Marina, nor Hilton Fort Lauderdale Marina, nor 17th Street Marina Investments LLC (The Sails Marina), nor their officers, employees, representatives or agents (the "Indemnified Parties") shall be liable or responsible for any injury to the Exhibitor, or its employees, guests, or visitors while within the confines of the Exhibit Space, or while on any boat (or boarding device thereto) which the Exhibitor has at the Boat Show; nor shall they be liable for any loss, damage or claim to any vessels, vehicles or goods from any cause whatsoever while the same are in transit to or from the Boat Show, or while they are located at the Exhibit Space. Exhibitor acknowledges that safe operation, maintenance and docking of its vessels, vehicles and goods are its sole responsibility and waives and releases all claims, liabilities, damages and expenses of any kind against the Indemnified Parties for any losses, damages, liabilities or injuries of any kind in transit to, docking during, and exiting the Boat Show. Exhibitor hereby indemnifies and holds the Indemnified Parties harmless of any and all such claims, liabilities, damages and expenses (including attorneys' fees) arising from the foregoing injuries, losses or damages. The indemnity provisions contained herein shall survive the expiration or earlier termination of this Agreement. Exhibitor shall be responsible at its expense for obtaining commercial general liability insurance with minimum limits of one million dollars (\$1,000,000.00)1 per occurrence and shall provide a certificate of such insurance not less than 45 days prior to show opening, naming Yachting Promotions, Inc. as an additional insured.

1 \$1,000,000 to be increased by ten percent (10%) every five (5) years

Exhibit F
Operating Agreement

EXECUTION FORM

AGREEMENT

This Agreement ("Agreement") made this 10 day of February, 2016 by and between MARINE INDUSTRIES ASSOCIATION OF SOUTH FLORIDA, INC., a Florida not for profit corporation ("MIASF"), and YACHTING PROMOTIONS, INC., a Florida corporation ("YPI").

WHEREAS, MIASF has owned and sponsored in the past, and desires to own and sponsor in the future, the Fort Lauderdale International Boat Show ("Show"), and

WHEREAS, MIASF and YPI desire to maintain their longstanding relationship and to cultivate and foster continuous success in MIASF's ownership and the promotion and production of the Show for the benefit of all involved in the marine industries, and

WHEREAS, MIASF desires to have YPI provide certain services and YPI has agreed to act as the show contractor for the promotion, management and production of the Show, and

WHEREAS, MIASF and YPI have agreed to be bound by certain agreements, covenants and restrictions hereunder.

NOW, THEREFORE, it is mutually agreed as follows:


1. **BOAT SHOW NAME AND PRESENTATION:**

MIASF shall maintain and control the exclusive rights of ownership to the name "Fort Lauderdale International Boat Show" or any new name or title used to describe said Show, and the exclusive right to present the "Fort Lauderdale International Boat Show" each year at any time during the year.

2. **TERM**

The term of this Agreement shall extend through December 31, 2046.

3. **MIASF COMPENSATION/RENTAL EXPENSE.**

(a) YPI shall pay to MIASF an annual fee with respect to each Show deemed to be  (the "Annual Fee"). The annual amount being not less than the Minimum Fee per year as indicated below:

<u>Show Year</u>	<u>Minimum Fee</u>
2015 and 2016	[REDACTED]
2017 and 2018	
2019 and 2020	
2021-2022	
2023-2046	[REDACTED] provided how- ever, said figure shall increase [REDACTED] every five (5) years

(b) With respect to the Bahia Mar facility, and assuming no rent reduction, YPI shall pay MIA SF an Annual Fee as set forth in Section 3(a) above. If there is a Rent Reduction (as defined in Section 5(c) below) with respect to the Bahia Mar facility, then the same applies, but as provided in Section 5(c), fifty percent of the net Rent Reduction for the year in which it is reduced will be paid to the Joint Marketing Fund ("JMF"). For the sake of clarity, this means if the rent for the 2016 Show is reduced by [REDACTED] of such rent reduction equals [REDACTED] and YPI shall pay [REDACTED] of such [REDACTED] to the JMF for the life of this Agreement. This sum is in addition to the base fee plus the revenue and rent sums shared by MIA SF.

(c) The Minimum Fee shall be paid to MIA SF by the December 15th immediately following each Show, and the remainder of the Annual Fee, if any, shall be paid by the January 31st immediately following each Show.

(d) For the purposes of this Agreement, the following terms shall mean:

(i) "Gross Revenues" will be defined as Show revenues from all sources (including exhibition fees, food and beverage concessions, concession rental from third parties, sponsorships, advertising, equipment rentals, merchandise and the after-tax fair market value of "in kind" trade exchange actually received by YPI, parking, insurance, communications, electric services, and other convention services (such as shipping, equipment rental, labor and storage), provided, however, revenues from parking will be defined as net of direct rental costs associated therewith. No direct expenses or indirect expenses, overhead, or burden rates shall be offset against Gross Revenues.

(ii) "MIA SF Rental Expense" shall mean [REDACTED] of the aggregate site rental expense actually incurred and paid for all venues included in the Show.

4. PRODUCTION.

YPI shall have the responsibility for and control of all aspects of the production of the Show. YPI agrees to provide the necessary services to produce the Show, including without limitation: (i) solicitation of exhibitors; (ii) sales of exhibition space, space assignments and enhancements; (iii) creation and final approval of Show floor plan; (iv) necessary insurance coverage as required in Section 15 as well such insurance as may be required in connection with any agreement for the Bahia Mar site or any additional Show site; (v) pricing decisions for exhibitor space rates or ticket rates up to [REDACTED] (vi) contracting supervision, control and payment of all necessary personnel, contractors and/or suppliers; (vii) physical layout, set-up, floor management and break-down; (viii) coordination and control of all special events; (ix) regular monthly reports throughout the year to MIA SF concerning the production, sales and promotion of the Show, and (x) such other services and matters reasonably required by MIA SF related to the production of the Show. Notwithstanding the foregoing, (i) MIA SF shall have the reasonable right to review of all production matters in this Section 4, and (ii) MIA SF shall have the right to approve annual increases in exhibitor space rates or ticket rates in excess of [REDACTED] which approval shall not be unreasonably withheld, delayed or conditioned. The responsibilities detailed herein shall not serve to limit the responsibilities that YPI may have as a result of the agreement for the Bahia Mar site or any additional Show site.

5. PROMOTION.

(a) *Purpose.* The Promotion of the Show is a collaboration between YPI and MIA SF as to promotions, public relations and communications. This collaboration is intended for the best interests and positive image of MIA SF and of the Show and to provide YPI with reasonable input from MIA SF. Such provisions are not intended to grant to MIA SF a general or arbitrary right to dictate results regarding copy, public relations and creative direction. Subject to the procedures outlined herein, YPI is responsible for all promotion, marketing and advertising activities, and for all communications pertaining to the Show, with MIA SF collaboration, and reasonable review of any design, materials, public relations, content, programs and / or activities.

(b) *Procedures.*

(i) MIA SF shall, by January 31st in advance of each year's Show, assign a qualified committee (the "Committee") to perform the functions outlined herein.

(ii) At least one hundred fifty (150) days prior to each Show, the Committee and MIA SF shall have the right to review and provide input regarding: (A) YPI's strategy and plans for promoting the Show, (B) copies of all advertising materials, promotional materials, and proposed promotional campaigns for the Show, (C) FLJBS website, web-based content and materials, and smartphone applications and (D) the proposed use of the MIA SF logo, the name of the Show, and other materials designed or intended to define the image or brand of the Show.

(iii) Prior to each Show and prior to YPI's first use, YPI will prepare and deliver in writing to the Committee and MIA SF samples and progress reports of

promotional design and work progress, in reasonable detail, outlining the progress of all major activities related to MIASF and the Show promotion. YPI will provide the Committee with reasonable notice of and access to meetings on promotional work.

(iv) YPI and the Committee will consult regularly and reasonably cooperate in good faith to ensure that all material elements of the Show's promotional materials and design elements comport with the design, brand and quality control standards contemplated herein and are mutually agreeable to YPI, the Committee and MIASF.

(v) YPI shall consult with the Committee in advance on the contents and timing of any material public announcement, web-based announcements or press releases by or on behalf of YPI regarding the Show.

(c) *Rent Reduction.* At the option of the MIASF, [REDACTED] of any reduction of the MIASF Rental Expense attributable to the Bahia Mar facility for the 2015 Show (less the [REDACTED] of the rent savings included in the calculation) realized for the 2016 Show or thereafter (the "Rent Reduction") shall be contributed to an annual Joint Marketing Fund ("JMF") to be used to promote mutually agreed marketing goals and objectives. The JMF shall be used for promotional and marketing activities for the Shows as determined by majority vote of a seven (7) member joint promotional oversight committee ("JPOC"), consisting of two (2) MIASF members two (2) YPI members, and three (3) members mutually agreeable to YPI and MIASF, which members shall be chosen from public relations agencies, the Greater Fort Lauderdale Alliance and/or the Greater Fort Lauderdale Convention and Visitors Bureaus or any other group that the Parties mutually agree on that would benefit the Promotion of the Show. In addition to the foregoing, in the event MIASF or YPI receives funds from the municipality in which the Show site is located or trade group and organizations, including but not limited to the City of Fort Lauderdale, the Convention and Visitors Bureau, Visit Florida, Enterprise Florida, said funds shall be deposited in the JMF.

(d) *Special Event Promotion and the Quint Event(s).* Any net income (and net losses) generated by any special event promotions and / or the "Quint Events" after deducting all expenses, including third party production and promotion fees, shall be split [REDACTED] to YPI and [REDACTED] to MIASF, or, if mutually agreed by YPI and MIASF, be a contribution to the JMF. Special Event Promotions and / or the "Quint Events" means events mutually approved by YPI and MIASF and jointly produced by Quint or any other third party entities, such as charity dinners, car auctions and street concerts, all of which are held off of the Show's site.

6. INTELLECTUAL PROPERTY.

(a) YPI agrees to make a good faith effort to feature the MIASF's logo on all promotional materials, including programs, brochures, advertisements, public relations communication and the like for every Show produced under this Agreement. MIASF will be given the right to review any promotional materials containing the MIASF logo prior to the use and publication of the promotional materials.

(b) During the term of this Agreement, YPI will develop and own a website

devoted to exclusively promoting the Show 365 days per year that contains all pertinent consumer information about the Shows. Likewise, YPI shall also develop and own a smartphone application that is devoted exclusively to promoting the Show. During the term of this Agreement, YPI shall own the website and smartphone application. However, upon the expiration, cancellation and / or default of this Agreement by YPI, YPI shall transfer the promotion and ownership of the website, domain name and smartphone application to MIASF.

(c) Except as provided herein, YPI will not use the MIASF name or logo in or as a part of YPI's or its affiliates' corporate or other business entity or trade names, or in any documents or agreements pertaining to YPI's or its affiliates' business pursuits separate and apart from the Show without MIASF's reasonable prior approval. During the term of this Agreement it is acknowledged and agreed that YPI may list itself as the producer of the Fort Lauderdale International Boat Show and use the name "Fort Lauderdale International Boat Show" and promotional materials regarding the Show on its website. For the sake of clarity, nothing in this Agreement shall be construed to prohibit YPI from identifying itself as the "producer" of the Fort Lauderdale International Boat Show or use the name and other promotional materials about the Show by YPI or any of its affiliates to promote the Shows. Notwithstanding the foregoing, all YPI promotional materials shall include a statement that MIASF is the owner of the Show.

7. FINANCIAL REPORTING.

Within seventy-five (75) days after the conclusion of each Show, YPI shall provide to MIASF a report ("Show Report") detailing (i) the Gross Revenues for the Show, (ii) the fair market value of all "in kind" promotional exchanges associated with the Show, (iii) the final calculation of the IMF for the Show and the Special Event Promotion and Quint Net Income for the Show, and (iv) the MIASF Rental Expense for the Show. If requested in writing by MIASF, YPI shall provide MIASF and its professional representatives during the forty-five (45) day period immediately following delivery of the Show Report to MIASF access to YPI's business records relating directly to the elements of the Show Report during normal business hours (not to exceed seven (7) business days). If the MIASF shall object to any aspect of a Show Report in writing stating such objections with specificity, delivered to YPI with the forty-five (45) day period after delivery of the Show Report to MIASF, MIASF and YPI shall endeavor to resolve and settle such objection among themselves for a period of forty-five (45) days from delivery of MIASF's objection. If MIASF and YPI are unable to resolve all differences within such forty-five (45) day period, then the remaining unresolved items shall be referred to a mutually agreeable third party accounting firm (the "Arbiter") for resolution, whose determination shall be final and binding on MIASF and YPI for all purposes. The fees and expenses of the Arbiter shall be shared ten percent (10%) and ninety percent (90%) by MIASF and YPI, respectively. If MIASF does not object to a Show Report on a timely basis as provided above, then such Show Report shall be deemed to be final, uncontestable and binding on MIASF and YPI for all purposes.

8. ACCOUNTING FIRM

YPI agrees to employ a mutually acceptable accounting firm with an office in South Florida to provide accounting systems to be used and to prepare the Show Report. Any changes

in the accounting firm or the accounting system shall only be made with the prior written consent of both MIASF and YPI.

9. ACCOUNTING REPORTS.

YPI agrees that unless written permission is obtained from MIASF for a longer period of time, after the conclusion of each Show MIASF shall be paid the Annual Fee set forth in Section 3(a) within the timeframe specified in Section 3(c).

10. LIKE KIND EXCHANGES.

Except as provided below, at least sixty (60) days prior to each Show YPI shall provide in writing to MIASF a report ("Exchange Report") detailing all then proposed like-kind exchanges of products or services for promotional purposes (i) with an estimated fair market value in excess of \$100,000 or (ii) which might reasonably be expected to result in a net loss to the Show ("Proposed Exchanges"). MIASF shall have ten (10) business days after receipt of the Exchange Report to object to any such like-kind exchanges. Similarly, within the thirty (30) days immediately preceding any Show, YPI shall advise MIASF in writing of any additional Proposed Exchanges anticipated for the Show not addressed in the earlier Exchange Report. MIASF shall have five (5) business days to review and object to such Proposed Exchanges in writing. Any such Proposed Exchanges which are not objected to by MIASF in writing on a timely basis shall be deemed approved. MIASF and YPI shall work together in good faith to address and resolve any such Proposed Exchanges to which MIASF objects in writing on a timely basis. If MIASF and YPI are unable to resolve all objections, then the remaining unresolved items shall be referred to a mutually agreeable third party accounting firm (the "Arbiter") for resolution, whose determination shall be final and binding on MIASF and YPI for all purposes. The fees and expenses of the Arbiter shall be shared ten percent (10%) and ninety percent (90%) by MIASF and YPI, respectively.

11. KEY PERFORMANCE INDICATORS; THIRD PARTY BENEFICIARY.

On the first week of each calendar quarter, YPI agrees to meet with representatives of MIASF on key performance indicators and material production, pricing and logistic issues. In furtherance thereof, YPI agrees to share summary information regarding the following matters with MIASF and discuss the same with representatives of MIASF:

(i) material transportation, electric power, public safety and other similar logistic issues including quality of Show / Exhibit Infrastructure (tents, curtains, electric, lighting, Air Conditioning, docks, ramps, etc.);

(ii) results of customer and exhibitor surveys including sharing of name and contact information for all exhibitors, vendors, sponsors and attendees;

(iii) MIASF has authority to contact any exhibitor, vendors, sponsors and attendees, either through MIASF or a mutually agreeable third party, to solicit commentary on customer satisfaction; such survey conducted to be paid for by YPI;

(iv) site rental or leases in excess of [REDACTED] for any individual Show ("Material Contracts"), including submerged land leases.

Additionally, it is mutually agreed that MIA SF will be included as a third party beneficiary/signatory on all site rental agreements with annual rental expense in excess of [REDACTED]

12. CHANGE OF CONTROL

In the event of any anticipated or proposed sale of all or substantially all of the assets, businesses, or equity or membership interests in YPI or MIA SF, respectively, or any merger, reorganization or other similar change of control of YPI or MIA SF, each party agrees to use reasonable commercial efforts to allow the other party to participate in such process and assure that any proposed acquirer of YPI, MIA SF or their respective businesses are interested in preserving and enhancing the "Fort Lauderdale International Boat Show" in the future.

13. VIP DAY

YPI shall use reasonable commercial efforts to expand the Show schedule and include a "VIP Day" preceding public access to each Show for brokers, boat owners, captains and invited "VIP" guests, subject to contractual and logistical considerations and such VIP Day not imposing additional material costs or burdens on the production of a Show.

14. FUTURE SITE MODIFICATIONS OR EXPANSIONS

Other than the Bahia Mar property which is addressed in Section 3(d), YPI agrees to provide MIA SF with advance written notice of (i) material modifications to the land portion of the Show site proposed by landlord(s) involving an increase in Show site rental expense greater than \$100,000.00 per year, (ii) future material additions to the land portion of the current Show site involving site rental expense greater than \$100,000.00 per year, and (iii) material changes in the in-water exhibition space for the Show site involving a change in in-water exhibition space with a site rental expense in excess of \$100,000.00 per year. YPI and MIA SF mutually agree that no such material modifications or additions to the Show site shall be made without the written consent of both parties, which consents shall not be unreasonably withheld, conditioned or delayed.

15. INSURANCE; INDEMNITY

YPI agrees to procure public liability, personal injury and property damage insurance for each Show (including set-up and break down periods) in an amount of at least Ten Million Dollars (\$10,000,000.00) each for public liability, personal injury and property damage. Such insurance coverage shall be primary and without right of contribution. MIA SF shall be named as an "additional insured" and YPI shall provide certificates of insurance no later than 15 days prior to the commencement of each Show. YPI and MIA SF each agree to indemnify and hold the other party harmless from any loss, damage or claim caused by (i) such party's breach or violation of this Agreement, and (ii) such party's actions or inactions, including their respective officers, employees, agents, or invitees. Notwithstanding the foregoing, MIA SF shall have the

right to reasonably revise the insurance amount provided for herein, no more frequently than every five-years, to reflect the market requirements as determined by a mutually agreeable independent third party insurance advisor.

16. ARBITRATION.

Except for claims seeking injunctive or other equitable relief, any controversy or claim arising out of or relating to this Agreement or a breach thereof, shall be settled by binding arbitration in the Broward County, Florida area (or such other location as may be agreed to by the parties) to be administered by the American Arbitration Association ("AAA") in accordance with its then prevailing Commercial Rules of Arbitration. YPI and MIASF shall select an arbitrator from a list provided by the AAA that is mutually satisfactory to them. If YPI and MIASF are unable to agree on an arbitrator, then each shall choose an arbitrator from a list provided by the AAA. The two arbitrators so selected shall then select a third arbitrator mutually satisfactory to them from the list provided by the AAA. The single arbitrator so selected by the aforesaid procedure shall hear the dispute and decide it. The arbitrator selected shall not be a present or former officer, employee, consultant or representative of any of the parties or any of the Affiliates. The arbitrator shall have a background and training in the general areas of law covered by this Agreement. The arbitrator shall have the right to award costs, fees and expenses including, without limitation, the arbitrator's fees and reasonable attorneys' fees, to the prevailing party. A party shall be entitled to have judgment entered on the determination or decision of the arbitrator in any court of competent jurisdiction. The award of the arbitrator shall be binding and final on all parties. The foregoing provision shall not serve to modify the procedures set forth in Section 7 regarding MIASF's objection to Financial Reporting.

17. LIABILITIES.

Neither party shall have the right to contract for, incur liabilities on behalf of, or obligate the other party under any circumstances. Any party breaching this provision agrees to indemnify the other party for any losses incurred as a result of said breach, including but not limited to reasonable attorney fees through the appellate process. YPI agrees to include language in all material exhibitor contracts to the effect that "MIASF has no liability to exhibitors with respect to the Show."

18. ASSIGNMENT OF RIGHTS.

The parties agree that YPI shall not have the right to transfer, sell or assign its rights herein without prior written consent of the MIASF.

19. BOOKS AND RECORDS.

The Parties agree that when this Agreement expires, or in the event MIASF takes over production of the Show as anticipated by Section 22 of this Agreement, YPI shall deliver MIASF copies of lists of exhibitors, sponsors, vendors, attendees, equipment, suppliers, contractors, mailing lists, logos, forms, advertising materials and/or any other materials, information or data used to produce Shows hereunder.

20. SEVERABILITY.

The invalidity of any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part hereof, all of which are inserted conditionally on their being valid in law, and, in the event any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall be declared invalid by a court of competent jurisdiction, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, section or sections, subsection or subsections had not been inserted.

21. WAIVERS AND REMEDIES.

The waiver by any party hereto of any other parties prompt and complete performance, or breach or violation, of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation, and the waiver by any party hereto to exercise any right or remedy which it may possess hereunder shall not operate nor be construed as a bar to the exercise of such right or remedy by such party upon the occurrence of any subsequent breach or violation.

22. CONTINUITY OF SHOWS.

In the event YPI is in material breach of this Agreement or otherwise unable to perform hereunder (after written notice from MIA SF and a reasonable opportunity to cure of not less than 30 days), it is agreed that MIA SF shall have the right to proceed with the production of the Show. Under such circumstances, YPI shall provide MIA SF with all files, equipment, display materials and rights to all prepaid expenses and deposits, plus any other material or information MIA SF may need to produce any Show under which space contracts have been made. MIA SF agrees to pay YPI its reasonable out of pocket costs for the use of said items and reimburse YPI for its reasonable labor and transportation costs only for the Show immediately following YPI's breach or inability to perform, with all such charges in subsequent years being reasonable commercial rates as mutually agreed.

23. INDEMNIFICATION.

YPI does expressly declare and agree to indemnify and hold harmless MIA SF against loss, including attorney fees through the appellate process, from any and every claim or demand of every kind and character, including claims on exhibitor contracts, the Bahia Mar contracts, successor site contracts and claims for contribution, injuries, penalties and any and all damages which may be claimed from the MIA SF by reason of or arising from this Agreement or the effect thereof.

24. NOTICES.

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class, registered or certified mail, return receipt requested, to the parties at the addresses below:

MIASF Marine Industries Association of
South Florida, Inc.
2312 South Andrews Avenue
Fort Lauderdale, Florida 33316

YPI Yachting Promotions, Inc.
1115 NE 9th Avenue
Fort Lauderdale, FL 33304
Attn: Chief Executive Officer

Any party may change its address by giving written notice of said change to the other party hereto.

25. LAW GOVERNING.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida with the Parties agreeing to the venue of Broward County.

26. PARTIES BOUND.

This Agreement shall bind MIASF, YPI and their respective successors and permitted assigns.

27. AMENDMENT: ENTIRE AGREEMENT.

This Agreement may not be modified or altered except in writing signed by all the parties and attached hereto. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein and supersedes all prior representations, warranties, agreements, understandings and past practices, whether written or oral, between or among the parties hereto and any of their respective officers, directors, employees or representatives.

28. NON-COMPETE.

YPI agrees that it shall not engage either directly or indirectly in the promotion, management, ownership, control or supervision of any other boat show or similar expositions within Counties of Broward, Miami-Dade, Palm Beach within the State of Florida, during the term of this Agreement and for a period of [REDACTED] following the termination of this Agreement. YPI further agrees that MIASF shall be entitled to enforce the provisions of this paragraph by applying for an injunction under Section 42.33 of the Florida Statutes as the same presently exists or shall lawfully be amended or renumbered or otherwise, without the necessity of MIASF posting a bond. Such injunctive relief shall not be exclusive, but shall be in addition to any right or remedies MIASF may have for any breach of this Agreement, including but not limited to actual or liquidated damages.

Notwithstanding the above, MIASF hereby consents to YPI's promotion of the shows in Miami during the period of January through March and in Palm Beach during the period of February through April each year similar to the shows YPI currently promotes, without

limitation as to location, provided that the respective shows shall not leave the county where they currently take place, or participants.

29. COUNTERPARTS.

It is acknowledged that this Agreement may be executed in counterparts that may be transmitted by email. Each counterpart shall be enforceable as if it were an original whether or not it contains an original or email signature.

30. PREVAILING PARTY. In the event either YPI or MIA SF files a suit to enforce this Agreement or any provisions contained herein, the prevailing party in such suit (i.e., the party that recovers from the other the relief or a substantial portion of such relief sought whether by final judgment or otherwise) shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in connection with such suit.

31. CONSTRUCTION. YPI and MIA SF hereby acknowledge that each participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

32. WAIVER; MODIFICATION. Failure by either YPI or MIA SF to insist upon or enforce any of its rights shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.

33. AUTHORITY. Each party represents to the other that it has the requisite power and authority to enter into and to perform the terms of this Agreement.

34. EXHIBIT/DOCK SPACE. YPI shall provide to MIA SF dock space at a location chosen by MIA SF at each Show at no charge to MIA SF.

35. EMERGENCY MANAGEMENT PLAN. At least sixty (60) days prior to each Show YPI shall provide in writing to MIA SF an updated Emergency Management Plan for the Show.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused four (4) copies of this Agreement, each of which shall be deemed an original, to be executed on the date first written above.

WITNESSES:

Sentance Cohn
[Signature]

MARINE INDUSTRIES ASSOCIATION
OF SOUTH FLORIDA, INC., a Florida
not-for-profit corporation

By: [Signature]
2/15/16

Jane Palmer
[Signature]

YACHTING PROMOTIONS, INC.,
a Florida corporation

By: [Signature]
2/10/2016

DETROIT 29955-6 1363925v12

Exhibit G
Form of Boat Show Parties Estoppel Certificate

29409123.36
37958.0008

G-1

ESTOPPEL CERTIFICATE

Attn: _____

and

_____ [Lender]

Dated: _____ (the "Effective Date")

RE: Extended Boat Show Lease dated _____, 2017 (the "Lease") by and among Rahn Bahia Mar, LLC ("Bahia Mar"), Marine Industries Association of South Florida, Inc. ("MIASF") and Yachting Promotions, Inc. ("YPI") (MIASF and YPI are collectively referred to herein as the "Boat Show Parties") for the "Show Site" located in the City of Fort Lauderdale, Florida and more particularly described in the Lease (the "Property").

Gentlemen/Ladies:

The undersigned Boat Show Parties hereby certify and agree that as of the Effective Date:

1. A true and complete copy of the Lease is attached hereto as **Exhibit A**. Neither MIASF nor YPI has assigned its interest under the Lease. The Lease is in full force and effect and has not been modified, supplemented or amended in any way.

2. The term of the Lease commenced on December 1, 2020 and expires on November 30, 2050 and the Boat Show Parties have two (2) ten (10) year renewal options, subject to the terms of the Lease.

3. The Basic Rent under the Lease is currently [\$_____], and has been paid through [_____]. The Boat Show Parties have not prepaid any Basic Rent or other amounts to Bahia Mar, except as may be checked in Section 5 below.

4. The Captain's Quarters Rent under the Lease is currently [\$_____], and has been paid through [_____]. The Boat Show Parties have not prepaid any Captain Quarters Rent.

5. Bahia Mar [] IS OR [] IS NOT [CHECK ONE] holding a Supplemental Deposit from the Boat Show Parties in the amount of [_____].

6. The Boat Show Parties [] HAVE OR [] HAVE NOT [CHECK ONE] placed a Damages Deposit in the amount of [_____] in escrow with [_____] [insert name of Escrow Agent].

7. Neither of the Boat Show Parties nor, to the best of the Boat Show Parties' knowledge, Bahia Mar, are in default under the Lease, and no event has occurred and no condition exists, which with the giving of notice or the passage of time, or both, will constitute a default under the Lease by the Boat Show Parties or, to the best of the Boat Show Parties' knowledge, Bahia, Mar except _____ [none if left blank].

8. **[Such other matters as Bahia Mar may reasonably request.]**

9. This Estoppel Certificate shall bind the Boat Show Parties and may be relied upon by Rahn Bahia Mar, LLC, a Delaware limited liability company, its successors and assigns. and _____, its successors and assigns [Lender].

BOAT SHOW PARTIES:

MARINE INDUSTRIES ASSOCIATION OF SOUTH FLORIDA, INC.

By: _____
Name: _____
Title: _____

YACHTING PROMOTIONS, INC.

By: _____
Name: _____
Title: _____

[EXHIBIT A FOLLOWS]

EXHIBIT A

LEASE

[SEE ATTACHED]

Exhibit H
Memorandum of Lease

H-1

29409123.36
37958.0008

THIS INSTRUMENT PREPARED BY:

Danielle DeVito-Hurley, Esq.
Gunster, Yoakley & Stewart, P.A.
450 East Las Olas Blvd., Ste 1400
Fort Lauderdale, FL 33301

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into as of _____, 2017, by and among **RAHN BAHIA MAR, LLC**, a Delaware limited liability company, having an address at 1175 NE 125th Street, Suite 102, North Miami, FL 33161 ("**Bahia Mar**"), **MARINE INDUSTRIES ASSOCIATION OF SOUTH FLORIDA, INC.**, having an address at 2312 S. Andrews Avenue, Fort Lauderdale, FL 33316 ("**MIASF**"), and **YACHTING PROMOTIONS, INC.**, having an address at 711 Third Avenue, 8th FL, New York, NY 10017 ("**YPI**") (MIASF and YPI are jointly and severally referred to herein as the "**Boat Show Parties**").

WITNESSETH:

1. Bahia Mar is the ground lessee of that certain real property located in the City of Fort Lauderdale, State of Florida as more particularly described on **Exhibit A** attached hereto (the "**Complex**"). For good and valuable consideration and pursuant to that certain unrecorded Extended Boat Show Lease dated _____, 2017, as may be amended from time to time, by and among Bahia Mar and the Boat Show Parties (the "**Lease**"), Bahia Mar has leased to the Boat Show Parties, and the Boat Show Parties have leased from Bahia Mar, a portion of the Complex known as the "Show Site" as more particularly depicted on **Exhibit B** attached hereto, as the same may be relocated from time to time in accordance with the Lease, all on the terms, conditions and covenants contained in the Lease.

2. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Lease. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein.

3. The Lease is for a term of thirty (30) years commencing on December 1, 2020 and expiring on November 30, 2050.

4. The Boat Show Parties have the option to extend the term of the Lease for two (2) ten (10) year terms, each in accordance with the terms and conditions contained in the Lease.

5. The Lease contains the following provision prohibiting the Boat Show Parties from subjecting the Complex to any mechanic's liens:

"Mechanic's Liens. Boat Show Parties shall not permit any mechanic's liens to be filed against the Show Site or other portions of the Complex for any work performed, materials furnished, or obligation incurred by, through or at the request of the Boat Show Parties or any Specified Parties. If such a lien is filed, then Boat Show Parties shall, within ten days after Bahia Mar has delivered notice of the filing thereof to Boat Show Parties, either (1) pay the amount of the lien and cause the lien to be released of record, or (2) diligently contest such lien and deliver to Bahia Mar a bond or other security reasonably satisfactory to Bahia Mar. If Boat Show Parties fails to timely take either such action, then Bahia Mar may pay the lien claim, and any amounts so paid, including expenses and interest, shall be paid by Boat Show Parties to Bahia Mar within ten days after Bahia Mar has invoiced Boat Show Parties therefor. All materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracting with Boat Show Parties or any contractor or subcontractor of Boat Show Parties for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Show Site, at any time from the date hereof until the end of the Term, are hereby charged with notice that they look exclusively to Boat Show Parties to obtain payment for same. Nothing herein shall be deemed consent by Bahia Mar to any liens being placed upon the Show Site or other portions of the Complex or Bahia Mar's interest therein due to any work performed by or for Boat Show Parties or any of the Specified Parties."

It is the intent of the parties to the Lease that to the extent permitted under law, including, but not limited to, FS §713.10, no work performed by or through the Boat Show Parties shall affect or be a lien on any portion of the Complex (whether the fee interest or Bahia Mar's leasehold interest).

6. All grantees, occupants and users of the Complex are hereby placed on notice that the Boat Show Parties have the right of access to and use within the Term (subject to the terms of the Lease) of the Show Site to operate the Fort Lauderdale International Boat Show (the "Boat Show") during the Show Dates during the Term, which shall include, without limitation, the staging, mobilization, Complex restoration, repair and cleaning activities of the Boat Show during the Show Dates during the Term in accordance with the terms of the Lease (collectively, the "Boat Show Activities"). By the acceptance of a license, lease, deed or other conveyance or mortgage, leasehold, license or other interest, and by using any portion of the Complex, each such grantee, occupant and user automatically acknowledges, stipulates and agrees that none of the Boat Show Activities in accordance with the Lease shall be deemed nuisances, noxious or offensive activities under any applicable covenants or at law generally.

7. Upon any termination of the Lease, the Boat Show Parties shall execute such document as Bahia Mar may reasonably request evidencing such termination and terminating this Memorandum of record. The Boat Show Parties hereby indemnify and hold Bahia Mar harmless for all of its loss, cost and expense, including reasonable attorneys' fees and costs through all trial and appellate levels resulting from the Boat Show Parties failing to sign and record such documents within ten (10) days of written request after any such termination.

8. This Memorandum of Lease does not supersede, modify, amend or otherwise change the terms of the Lease. This Memorandum of Lease shall not be used in interpreting the provisions of the Lease and is not intended to vary the terms and conditions of the Lease. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the Lease shall control.

9. This Memorandum of Lease may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

10. This Memorandum of Lease shall be recorded, and shall become effective upon recordation, in the public records of Broward County, Florida, shall be a covenant running with the land and shall be binding on all parties having any right, title or interest in the Complex or any portion thereof until the expiration or earlier termination of the Lease. This Memorandum of Lease inures to the benefit of and shall be binding upon Bahia Mar and the Boat Show Parties and their respective successors and permitted assigns.

[TEXT AND SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Boat Show Parties and Bahia Mar have caused this Memorandum of Lease to be executed as of the date first written above.

WITNESSES:

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

BAHIA MAR:

RAHN BAHIA MAR, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

BOAT SHOW PARTIES:

MARINE INDUSTRIES ASSOCIATION OF SOUTH FLORIDA, INC.

By: _____

Name: _____

Title: _____

Date: _____

YACHTING PROMOTIONS, INC.

By: _____

Name: _____

Title: _____

Date: _____

[ACKNOWLEDGMENTS FOLLOW]

ACKNOWLEDGMENTS

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____ of Marine Industries Association of South Florida, Inc., for said corporation, who [] is personally known to me, or [] produced _____ as identification.

Notary Public

Printed Name of Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____ of Yachting Promotions, Inc., for said corporation, who [] is personally known to me, or [] produced _____ as identification.

Notary Public

Printed Name of Notary Public

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____ of Rahn Bahia Mar, LLC, for said company, who [] is personally known to me, or [] produced _____ as identification.

Notary Public

Printed Name of Notary Public

EXHIBIT A

[LEGAL DESCRIPTION OF COMPLEX]

EXHIBIT B.

[DEPICTION OF SHOW SITE]

GUARANTY

FOR VALUE RECEIVED, and in consideration for and as an inducement to RAHN BAHIA MAR, LLC its successor or assigns ("Landlord") to lease the Show Site pursuant to the Extended Boat Show Lease dated June 6, 2017 as amended ("Lease") between Landlord and MARINE INDUSTRIES ASSOCIATION OF SOUTH FLORIDA, INC. ("MIASF") and YACHTING PROMOTIONS, INC. d/b/a SHOW MANAGEMENT ("YPI") and their permitted successor and assigns (MIASF and YPI are jointly and severally, the "Tenant"), the undersigned does hereby guaranty to Landlord the punctual payment of the Basic Rent, Captain's Quarters Rent, Additional Rent and other charges (hereinafter collectively called "Rents"), the punctual payment of the "Supplemental Deposit" (as defined in the Lease), and the due performance of all other terms, covenants and conditions in said Lease on the part of YPI to be paid and/or to be performed thereunder, and if any default shall be made by YPI under said Lease that continues beyond any applicable notice and cure period under said Lease, the undersigned does hereby covenant and agree to pay to Landlord in each and every instance such sum or sums of money as YPI is or shall become liable for and/or obliged to pay under said Lease and/or fully satisfy and perform such other terms, covenants and conditions of said Lease on the part of YPI to be performed thereunder and to pay also any and all damages, expenses and attorneys' fees through all trial and appellate levels (hereinafter collectively called "Damages") that may be suffered or incurred by Landlord in consequence of the nonpayment of said Rents, the nonpayment of the Supplemental Deposit, or the non-performance of any such other terms, covenants and conditions of said Lease, such payments of Rents to be made monthly or at such other intervals as the same shall or may become payable under said Lease, including any accelerations thereof, such Supplemental Deposit to be made as the same shall or may become payable under said Lease, such performance of said other terms, covenants and conditions to be made when due under said Lease and such Damages to be paid when incurred by Landlord, all without requiring any notice from Landlord of such nonpayment, non-performance or non-observance or proof of notice or demand, all of which the undersigned hereby expressly waive, and the maintenance of any action or proceeding by the Landlord to recover any sum or sums that may be or become due under said Lease or to secure the performance of any of the other terms, covenants and conditions of said Lease or to recover Damages, shall not preclude the Landlord from thereafter instituting and maintaining subsequent actions or proceedings for any subsequent default or defaults of Tenant under said Lease.

The undersigned does hereby consent that, without affecting the liability of the undersigned under this Guaranty and without notice to the undersigned, time may be given by Landlord to Tenant for payment of Rents, payment of the Supplemental Deposit, and performance of said other terms, covenants and conditions, or any of them, and such time extended and indulgences granted, from time to time, shall not relieve the undersigned from any obligations hereunder. Furthermore, the Tenant may be dispossessed or the Landlord may avail itself of or exercise any or all of the rights and/or remedies against the Tenant provided by law or by said Lease, and may proceed either against the Tenant alone or any other guarantor alone or jointly against the Tenant, any other guarantor and the undersigned or against the undersigned alone without proceeding against the Tenant or any other guarantor.

Guarantor acknowledges and agrees that any default by any Tenant or their successors or assigns under the Lease shall constitute a default by YPI under the Lease and shall be guaranteed by this Guaranty.

Guarantor is a third party beneficiary of the transfer provisions of Section 12 of the Lease.

In the event of any bankruptcy, reorganization, winding-up or similar proceedings with respect to Tenant, no limitation of Tenant's liability under the Lease which may now or hereafter be imposed by any federal, state or other statute, law or regulations applicable to such proceedings, shall in any way limit the obligation of the undersigned hereunder, which obligations is co-extensive with Tenant's liability set forth in the Lease without regard to any such statutory limitation.

The undersigned does hereby further consent to any subsequent change, assignment, sublease, modification and/or amendment of said Lease in any of its terms, convenience or conditions, or in the Rents payable thereunder, and/or to any renewals or extensions thereof, all of which may be made without notice to or consent of the undersigned and without in any manner releasing or relieving the undersigned from liability under this Guaranty.

The undersigned does hereby further agree that in respect of any payments made by the undersigned hereunder, the undersigned shall not have any rights based on suretyship or otherwise to stand in place of the Landlord so as to compete with the Landlord as a creditor of Tenant, unless and until all claims of the Landlord under said Lease shall have been fully paid and satisfied.

As a further inducement to Landlord to make said Lease and in consideration thereof, Landlord and the undersigned hereby agree that in any action, proceeding or counterclaim brought by either the Landlord or the undersigned against the other on any matters whatsoever arising out of or in any way connected with said Lease or this Guaranty, that Landlord and the undersigned shall and do hereby waive a trial by jury. In the event of any controversy arising under or relating to the interpretation or implementation of this Guaranty or any breach thereof, the prevailing party shall be entitled to payment for all costs and attorneys' fees (both trial and appellate) incurred in connection therewith. This Guaranty or any of the provisions thereof cannot be modified, waived or terminated, unless in writing, signed by the Landlord.

This Guaranty shall be governed by Florida law and Broward County, Florida shall be the agreed upon venue for any litigation with respect to this Guaranty. The undersigned hereby agrees that service of process may be made by delivery of any pleadings with respect to any litigation pertaining to this Guaranty to 711 Third Avenue, 8th Floor, New York, New York 10017, Attn.: General Counsel, by certified mail, return receipt requested or by overnight courier service such as federal express and shall be deemed delivered when received or receipt refused or to such other address the undersigned may designate in writing to Bahia Mar at the address and in the manner set forth in the Lease.

The provisions of this Guaranty shall apply to, bind and inure to the benefit of the undersigned and the Landlord and their respective heirs, legal representatives, successors and assigns. The obligation of the undersigned (if more than one guarantor) shall be joint and severable.

INFORMA GROUP PLC, a public limited company registered in England

Dated: _____

By: _____

Name: _____

Title: _____

Address: _____

As a further inducement to Landlord to make said Lease and in consideration thereof, Landlord and the undersigned hereby agree that in any action, proceeding or counterclaim brought by either the Landlord or the undersigned against the other on any matters whatsoever arising out of or in any way connected with said Lease or this Guaranty, that Landlord and the undersigned shall and do hereby waive a trial by jury. In the event of any controversy arising under or relating to the interpretation or implementation of this Guaranty or any breach thereof, the prevailing party shall be entitled to payment for all costs and attorneys' fees (both trial and appellate) incurred in connection therewith. This Guaranty or any of the provisions thereof cannot be modified, waived or terminated, unless in writing, signed by the Landlord.

This Guaranty shall be governed by Florida law and Broward County, Florida shall be the agreed upon venue for any litigation with respect to this Guaranty. The undersigned hereby agrees that service of process may be made by delivery of any pleadings with respect to any litigation pertaining to this Guaranty to 711 Third Avenue, 8th Floor, New York, New York 10017, Attn.: General Counsel, by certified mail, return receipt requested or by overnight courier service such as federal express and shall be deemed delivered when received or receipt refused or to such other address the undersigned may designate in writing to Bahia Mar at the address and in the manner set forth in the Lease.

The provisions of this Guaranty shall apply to, bind and inure to the benefit of the undersigned and the Landlord and their respective heirs, legal representatives, successors and assigns. The obligation of the undersigned (if more than one guarantor) shall be joint and severable.

INFORMA GROUP PLC, a public limited company registered in England

Dated: June 6, 2017

By: 

Name: Thomas C. Etter

Title: General Counsel – Americas

Address: 711 Third Avenue, 8th Floor
New York, NY 10017