

PRODUCTION AGREEMENT

This Production Agreement is made and entered into as of July 20, 2018 (the "Agreement") by and between Exclusive Sports Marketing, Inc. a Florida corporation with its principal place of business at 18 NW 18 Street, Delray Beach, FL 33444 ("A1A"), and Beach Majors, GmbH, an Austrian corporation, with its principal place of business at Linsengasse 57, 9020 Klagenfurt, Austria ("BM") and ACT Productions, Inc., a Florida corporation with its principal place of business at 407 Lincoln Road, Suite 302, Miami Beach, FL 33139 ("ACT") (collectively the "Parties").

WITNESSETH

WHEREAS, BM and ACT produce the Beach Volleyball Major Series in Fort Lauderdale, with the next event scheduled for Load-In January 17 – February 4, 2019, event days February 5 – February 10, 2019 and Load-Out February 11 – February 21, 2019 ("Volleyball"); and

WHEREAS, A1A produces the A1A Marathon in Fort Lauderdale, with the next scheduled for Load-In February 15 – February 16, 2019, event day February 17, 2019 and Load-Out February 19, 2018 ("Marathon") (Volleyball and Marathon collectively the "Events"); and

WHEREAS, The Events will overlap on their Load-Out and Load-In schedules, with Volleyball's Load-Out continuing through Marathon;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto do hereby promise and agree to and with each other as follows:

1. **Terms.** The Events shall both require use of Fort Lauderdale South Beach Park at 1100 Seabreeze Blvd, Fort Lauderdale, FL 33316. Volleyball's activations will require use of the beach area and parking lot. Marathon's activations shall require the use of the parking lot. The following measures shall be taken to ensure the Events are not negatively impacted by their overlapping schedules:
 - (a) BM and ACT shall completely vacate the South Beach Park parking lot by no later than Thursday, February 14, 2019 at 11:59 PM. All equipment, personnel and belongings related to and controlled by Volleyball and BM and ACT shall be removed from the parking lot and/or moved to the beach (sand) area of South Beach Park. Any exception whatsoever (e.g., dumpsters) must be approved in writing by an authorized representative of A1A.
 - (b) On Sunday, February 17, 2019, BM and ACT shall cease work on the beach (sand) area until A1A concludes at 4:00PM on Sunday, February 17, 2019. The work cease shall include use of heavy machinery and crew working to build structures in / on the beach (sand) area. However, the work cease shall not include office personnel working from within any office trailers on the beach (sand) area.
 - (c) BM shall cordon off its construction site on the beach during A1A's use of the area and post a security guard to prevent any members of the public from accessing and or interacting with the site.
 - (d) BM must have all equipment removed from parking lot premises no later than 11:59 PM on Thursday, February 14, 2019 including all signage, vehicles or any other temporary structures, equipment, debris and/or alterations present in the south parking lot specifically for the purpose of Volleyball. BM shall be charged a fee of Two Thousand Five Hundred

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Dollars (\$2,500.00) per hour for every hour equipment is still on parking lot property between 11:59 PM on February 14, 2019 and 7:00AM on February 18, 2019. BM may begin reloading into the south parking lot prior to 7:00AM on February 18, 2019 if given the go ahead to do that directly by A1A management.

- (e) A1A shall be completely vacated from the parking lot area by 7:00AM on Monday, February 18, 2019, to facilitate BM's continued load out procedure, including removal of all signage, vehicles or any other temporary structures, equipment, debris and/or alterations present in the south parking lot specifically for the purpose of Marathon. A1A shall be charged a fee of Two Thousand Five Hundred Dollars (\$2,500.00) per hour for every hour equipment is still on south parking lot property beginning at 7:01AM on Monday February 18, 2019 until all such elements are removed, unless directed otherwise by BM management and with the following exceptions: i.) A1A's rental dumpsters shall remain in the parking lot until they can be picked up on Monday, February 18, 2019. A1A shall use best efforts to have said dumpsters removed as early as possible on that day; ii.) A1A's sand sculpture shall be removed on Monday, February 18, 2019. A1A shall use best efforts to have said sand sculpture removed as early as possible on that day. In the event of circumstances beyond their control A1A is unable to remove all equipment and signage, A1A agrees to continue removal until complete by no later than 6:00 PM on February 18, 2019 and ensure that all equipment is moved to outside the fenced area of the south end of the parking lot or within the fenced area of the north end of the parking lot, such decision to be made on site by BM staff and communicated with Marathon staff, in order to allow BM to continue load out unless otherwise communicated by authorized BM staff.
- (f) The parties shall examine ways to share resources to their mutual benefit for production and infrastructure elements. Any such agreements shall be made separately from this Agreement and shall be subject to City of Fort Lauderdale's approval of any such items and their mutual use on the events in the specified timelines.

2. **Representations and Warranties.** The Parties hereby represent, warrant and agree that they have the full right power and authority to enter into this Agreement and perform all of their obligations hereunder;

3. **Indemnification.**

- (a) The Parties agree to protect, defend, indemnify, and hold harmless each other and their affiliates and their respective directors, officers, employees, agents and representatives, and the participants in the Events from and against any and all expenses, damages, losses, penalties, assessments, fines, liabilities, investigations, mediations, arbitrations, claims, suits, actions, judgments and costs (including, without limitation, reasonable attorney's fees and disbursements) whatsoever (collectively, the "Claims"), whether suit is instituted or not, and, if instituted, whether at any trial or appellate level, and whether raised by the parties hereto or any third party, arising out of, with respect to or in connection with (i) any breach by either Party or its directors, officers, members, managers, employees, subcontractors, agents or representatives of any provision of this Agreement, including, without limitation, any representations, warranties and covenants contained herein, and (ii) any act or omission of either Party or its directors, officers, members, managers, employees, subcontractors, agents or representatives, including, without limitation, under any contracts entered into by either Party; (iii) any claim made in connection with the Events that is not covered by the respective Company's insurance policies and/or (iv) any Claims by any provider of services or property to either Party. The indemnification obligations of the Parties shall survive the termination or expiration of this Agreement.

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(b) The indemnified party ("Indemnified Party") under this Section 7 shall give the indemnifying party ("Indemnifying Party") under this Section 7 prompt written notice of any Claim, including any documentation it may have in its possession relating thereto. The Indemnifying Party, at its sole cost and expense, shall conduct the defense of any third party Claim and all negotiations for its settlement or compromise unless otherwise mutually agreed to in writing between the Parties (provided, however, that the Indemnifying Party shall keep the Indemnified Party informed of all settlement and litigation matters and the Indemnifying Party shall not have the right to bind the Indemnified Party to any agreement without its prior written consent, which consent will not be unreasonably withheld or delayed). The Indemnified Party shall reasonably cooperate with the Indemnifying Party in the defense of any third party Claim at the Indemnifying Party's expense.

4. **Assignment.** This Agreement is not assignable by either party without prior written consent of the other party, and notwithstanding such permitted assignment, delegation or subcontracting, neither Party shall be released from its duties and obligations hereunder.

5. **Choice of Law; Jurisdiction.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, without regard to any conflicts of law provisions that would result in the application of the law of any other jurisdiction.

6. **Notice.** Except as otherwise specifically provided in this Agreement, all notices or designations required or permitted hereunder shall be in writing and shall be delivered personally, sent by first class, registered or certified mail, return receipt requested, postage prepaid, by overnight courier or by facsimile addressed as follows:

If to A1A: Exclusive Sports Marketing, Inc.
18 NW 18 Street,
Delray Beach, FL 33444
Attention: Matt Lorraine
Telephone: 561-504-2001

If to BM: Beach Majors GmbH
Linsengasse 57
9020 Klagenfurt
Austria
Attention: Hannes Jagerhofer, CEO
Telephone: +43/1/470 72 470

If to ACT: ACT productions, Inc.
407 Lincoln Road, Suite 302
Miami Beach, FL 33139
Attention: Bruce Orosz President
Telephone: 305-538-3809

or to such other addresses as the parties may designate in writing. Notices shall be deemed given upon personal delivery, on the date upon which the return receipt is signed or delivery is refused if mailed, on the date of transmission with confirmed answer back if by facsimile if sent on a business day or on the date delivered if by overnight courier if delivered on a business day.

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7. **Headings.** Paragraph headings have been inserted in this Agreement as a matter of convenience of reference only. Such headings are not part of this Agreement and shall not be used in the interpretation of any provisions of this Agreement.
8. **Parties in Interest.** Every covenant, term, provision and agreement contained in the Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns.
9. **Entire Agreement; Modifications.** This Agreement (including any Exhibits hereto) constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings and commitments. No amendments or modifications of this Agreement shall be effected unless made in writing and signed by both Parties.
10. **Construction.** This Agreement has been negotiated freely and openly by the parties, and it shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.
11. **Severability.** Every provision of the Agreement is intended to be severable. If any term or provision of the Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of the Agreement.
12. **Waivers; Time of the Essence.** Except as otherwise provided herein, no waiver of any of the provisions of the Agreement shall be valid or effective unless in writing and signed by the waiving party; and no waiver of any breach or condition of the Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Contractor acknowledges and agrees that time is of the essence in performance of this Agreement.
13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and of which together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery thereof.
14. **Force Majeure.** In the event either of the Events is canceled by reason of any act beyond A1A's or BM's reasonable control, including, but not limited to, civil war, acts of God, fire or flood, inclement weather which could affect the health or safety of participants, natural disaster, strike, isolated instances of violence, terrorism, labor or material shortages, natural disasters, riots, civil commotion, acts of the public enemy or any law, regulation, order or direction of any government authority, then this Agreement shall be terminated and both Parties shall be relieved of their respective responsibilities hereunder.

IN WITNESS WHEREOF, A1A, BM and ACT have caused their duly authorized officers to execute this Agreement as of the date first above written.

Exclusive Sports Marketing, Inc. ("A1A") Beach Majors GmbH ("BM")

By: Matthew J. Lorcine

By: _____

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Matthew Lorraine,
CEO

Stefan Wanlmueller,
Project Manager, USA

ACT Productions, Inc. ("ACT")

By: 

Bruce Orosz,
President

