



Mayo Civic Center

PERMIT NO. 1706-65-65-69253

30 Civic Center Dr SE

Rochester, MN 55901

507- 328- 2220

LICENSE AGREEMENT

SUMMARY OF BASIC TERMS

The following basic terms are incorporated into the License Agreement (the "*Agreement*") among Legends Global ("*Operator*"), operating the Mayo Civic Center in Rochester, Minnesota as managing agent for the Corporation (as defined in the attached Terms and Conditions), Legends Global, ("*Exclusive Caterer*"), and Regents of the University of Minnesota through its Rochester Campus, ("*Licensee*"), that desires to use certain areas in the Mayo Civic Center.

LICENSE ISSUE DATE: 5/13/2026

Internal use ONLY

LICENSEE ADDRESS:

,

LICENSEE TELEPHONE:

EVENT TYPE: Internal Use

PURPOSE OF LICENSE:

TEST

EXPECTED ATTENDANCE:

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DESCRIPTION OF LICENSED SPACE AND DATE(S) OF USE (DATE(S) OF USE ARE ALSO REFERRED TO AS THE LICENSE PERIOD):

MOVE IN DATE: *WILL BE FIRST DATE OF LICENSED PERIOD UNLESS OTHERWISE STATED

MOVE OUT DATE: *WILL BE LAST DATE OF LICENSED PERIOD UNLESS OTHERWISE STATED

Date	Room	Time	Fees
7/4/2035	Ballroom (entire)	All Day	\$9,025.00

LICENSE FEE: \$9,025.00

LICENSE FEE DISCOUNT: \$0.00

Initial

NET LICENSE FEE:

\$9,025.00

FOOD AND BEVERAGE MINIMUM: The Food and Beverage minimum as outlined below is inclusive of management charge. Such amount is to be paid in addition to the License Fee, applicable local and state sales tax, and other fees set herein. Cash/credit bar sales, concession sales, labor charges, and equipment rental charges cannot be applied toward the minimum Food and Beverage total.

Food and Beverage Minimum Subtotal:	\$0.00
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Management Charge (25%):	\$0.00
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Total Food and Beverage Minimum:	\$0.00
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If the food and beverage minimum is not met, the difference will be charged as a food and beverage shortfall. No adjustments will be made to rental.

Cancellation of space being held under "Description of Licensed Space and Date(s) of Use" will not decrease the stated License Fee, including Food and Beverage minimum. Any addition of space will be charged at the rate prevailing at the time of the adjustment and will increase the stated License Fee.

ANCILLARY SERVICES CHARGES:

Certain services ("*Ancillary Services*") are not included in the basic License Fee. The Ancillary Services are listed in the Event Planning Guide and in Section 4.C of the License Agreement Terms and Conditions. Charges for Ancillary Services, if not sooner billed and paid, will be billed at close of the Event.

If total amount of equipment required by Licensee exceeds Operator's inventory, then Licensee shall pay for the cost of renting the additional equipment.

EXCEPTIONS TO THE USE OF OPERATOR-FURNISHED SERVICES AND PERSONNEL: NONE.

Room Re-set: There is no charge to reset rooms overnight. A room re-set charge, equal to the cost of that meeting room or 4 hours minimum labor charge, whichever is greater, will be assessed for all meeting rooms that require change-over from the initial set within the same daytime period.

Applied Graphics Fee (See Section 5.D): The amount calculated as specified in the Event Planning Guide, as in effect at the time of the Event, for approval, installation and removal of Applied Graphics.

CONTRACT DUE DATE:	date
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INSURANCE DUE DATE:	30 days prior to start of event
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DEPOSIT INVOICE SCHEDULE

Payment Terms. Licensee agrees to pay according to the following payment schedule. All deposits and payments shall be non-refundable, except as otherwise expressly set forth in this Agreement. Failure to make deposit and/or payment(s) as provided herein shall constitute immediate breach of this Agreement by Licensee. Note: "Prior" and "After" refer to first date of the License Period.

ALL DEPOSITS ARE NON-REFUNDABLE

Initial

A Full Estimate for Equipment, Audio Visual / Production, Services and Personnel, Security Charges, Food and Beverage, and any other Event-related charges and fees, less all deposit amounts paid, is to be sent to the Licensee along with an associated Net 0 (Due Upon Receipt) Invoice 14 days (2 weeks) prior to the Program Move-in Date. 100% of estimated expenses must be paid by no later than seven (7) days prior to Event.

After the close of Event, any approved additions, modifications, or on-consumption totals that occur will be invoiced at final settlement. If the actual charges to Licensee are less than the total deposits held by the Operator, the Operator shall refund the excess within 10 days after the date that Licensee vacates the Center, or upon settlement of final invoice.

Payment via check or automated clearing house (ACH) transfer are the preferred payment methods. A 3.5% surcharge applies to all credit card payments.

In addition, at least 21 days before the date of the Event (or at the time it signs this Agreement, if less than 21 days before the Event), Licensee shall provide Legends Global with a valid credit card and signature, or, at Legends Global's option, an irrevocable authorization to Licensee's bank for an automated clearing house (ACH) transfer, for payment of any remaining Service charges. Licensee hereby authorizes Legends Global to bill any remaining Service charges via ACH transfer or credit card on file.

Within 30 days after receiving an invoice therefor, Licensee shall reimburse Legends Global a commercially reasonable amount for any of the following services that are required for the Event (collectively, the "Services"): Event public safety services; such as personnel for security, crowd control, traffic control, nursing/medical personnel; utility hook-ups, including electricity, gas, cold water, and waste removal and custodial services in Authorized Areas; electricians and mechanical plant staff; audio services; bulk trash removal, as described in the Event Planning Guide; Services to comply with Licensee's obligations concerning Applied Graphics, such as, but not limited to, costs of production, installation, and removal; and special facilities, equipment and materials, or extra services furnished by Legends Global at the request of Licensee.

BY SIGNING THIS AGREEMENT AND SUBMITTING AN ADVANCE PAYMENT OR DEPOSIT TO Legends, LICENSEE IS MERELY MAKING AN OFFER TO Legends TO ENTER INTO THIS AGREEMENT. THIS AGREEMENT WILL NOT BECOME BINDING ON THE PARTIES UNTIL Legends EXECUTES AND DELIVERS THIS AGREEMENT. Until Legends executes and delivers this Agreement, any advance payment that Legends deposits shall be held in trust for Licensee and shall be refunded to Licensee if the Agreement is not accepted by Legends. LICENSEE MAY NOT RELY ON ANY VERBAL ASSURANCES MADE BY Legend's PERSONNEL OR UPON THE AVAILABILITY OF ANY REQUESTED DATES, AUTHORIZED AREAS OR USES UNTIL Legends EXECUTES AND DELIVERS THIS AGREEMENT.

LICENSE AGREEMENT

Terms and Conditions

Mayo Civic Center
30 Civic Center Dr SE
Rochester, MN 55901

PERMIT NO: 1706-65-65-69253

Mayo Civic Center
("Licensee")

Operator, the Exclusive Caterer and Licensee hereby agree as follows:

SECTION 1.DEFINITIONS.

Initial

As used in this Agreement, the following terms have the following meanings:

- 1.A. Corporation (The): Minnesota's Rochester Convention & Visitors Bureau, a Minnesota nonprofit corporation that manages the Center on behalf of the City of Rochester, which owns the Center.
- 1.B. Center: The Mayo Civic Center, located in Rochester, MN
- 1.C. Event: The event described in the Summary Sheet.
- 1.D. Exclusive Caterer (The): Legends Global, which provides food and beverage service for the Center under an exclusive agreement with Operator or the Corporation, or any other person then providing food and beverage service for the Center under an exclusive agreement with Operator or with the Corporation.
- 1.E. Estimated Food and Beverage Fee: The estimated charges and costs for the food and beverage services for the Event, as shown in the Summary Sheet, which may also include Estimated Bar Charges.
- 1.F. Event Planning Guide: The booklet containing, among other things, facility regulations, policies and procedures for use of the Center, is subject to further changes as described in Section 10.J. The Event Planning Guide is incorporated into this Agreement. Any violation of the Event Planning Guide is a breach of this Agreement.
- 1.G. General Manager: Operator's chief executive and operating manager for the Center.
- 1.H. License Fee: The fee for Licensee's use of the Licensed Area, as shown in the Summary Sheet as the "Net License Fee". The License Fee does not include Ancillary Services Charges (as defined in Section 3.A), and does not include charges and costs for food and beverage services.
- 1.I. License Period: The License Period set forth in the Summary Sheet
- 1.J. Licensed Areas: The areas in the Center shown in the Summary Sheet as the "Licensed Space" and including the foyer space assigned to the designated meeting rooms and ballrooms, but excluding any other exterior space, concourse space, atrium areas, connectors, and other public space or common areas.
- 1.K. Licensee: The person shown as "Licensee" in the Summary Sheet.
- 1.L. Operator: Legends Global, who has been designated and authorized by the Corporation as manager and operator of all the other parts of the Center, to act on the Corporation's behalf on all matters contained in this Agreement, and any successor manager exercising similar functions under a written agreement with the Corporation. All waivers or releases granted by Licensee of any rights against Operator or its agents and employees are also waivers and releases, to the same extent, of any rights against the Corporation, its agents and employees.
- 1.M. Person: (whether or not capitalized) includes any natural person, corporation, general or limited partnership, limited liability company, other incorporated or unincorporated association, trust, governmental body or other entity.
- 1.N. Summary Sheet: Defined as the Summary of Basic Terms, located at the beginning of this Agreement, is an integral part of this Agreement.

SECTION 2. SCOPE OF LICENSE.

- 2.A. Grant Of License:

Operator hereby grants Licensee the exclusive right during the License Period, subject to all rights of Operator and its employees reserved in this Agreement, to enter and use the Licensed Areas for the Event.

2.B. Common Areas:

In addition to the Licensed Areas, and except as otherwise provided in this Agreement or the Event Planning Guide, Licensee's license includes the non-exclusive right to use the common areas of the Center to provide access, ingress and egress for its use of the Licensed Areas, in common with others to whom Operator has granted or may grant the right to use the common areas. Common areas include, but are not limited to, lobbies, stairways, hallways, escalators, elevators, restrooms, and all other exterior and interior areas available for public use, but do not include the atrium areas of the Center.

Operator may license portions of the common areas from time to time, and during the hours and days so licensed, the areas so licensed will be treated not as common area, but as Licensed Space (if licensed to Licensee) or as private areas within the Center (if licensed to any person other than Licensee).

SECTION 3. FEES, CHARGES, AND PAYMENT

3.A. License Fee; Ancillary Services Charges:

Licensee shall pay to Operator the License Fee for the license granted in this Agreement, payable as set forth in the Summary Sheet. If Operator permits Licensee to use the Licensed Areas before or after the License Period, the License Fee will be increased pro-rata.

In addition, Licensee shall pay Operator a fee (the "*Ancillary Service Charges*") for all Ancillary Services provided to Licensee by Operator.

3.B. Deposit:

Simultaneously with the execution and delivery of this Agreement, Licensee shall pay Operator the Deposit shown in the Summary Sheet. As outlined in the Summary Sheet, Licensee shall pay an additional deposit, in an amount estimated by Operator, for Ancillary Services charges ("*Ancillary Service Deposit*").

All deposits are non-refundable, except as otherwise expressly provided in this Agreement.

The Deposit and the Ancillary Service Deposit will be credited against the fees and charges incurred by Licensee to Operator. No interest will be payable to Licensee on any deposit. If the actual charges to Licensee are less than the total deposits held by the Operator, the Operator shall refund the excess within 10 days after the date that Licensee vacates the Center, or upon settlement of final invoice.

3.C. Move-In/Move-Out Days:

Move-in or move-out days required by Licensee are limited to those shown in the Summary Sheet. Any additional move-in or move-out days shall be at Operator's written permission to licensee and rates added in accordance with the rates shown in the Summary Sheet, pro-rated accordingly.

3.D. Credit Card Required:

At least 21 days before the date of the Event, Licensee shall provide Operator with a valid credit card and signature, or, at Operator's option, an irrevocable authorization to Licensee's bank for an automated clearing house (ACH) transfer, for payment of any remaining Ancillary Service Charges. Licensee hereby authorizes Operator to bill any remaining Ancillary Service Charges via ACH transfer or credit card on file. A 3.5% surcharge applies to all credit card payments.

3.E. Food And Beverage Charges:

The Exclusive Caterer shall provide Licensee with the food and beverage services and other items as described on the attached and/or subsequent Banquet Event Order forms (each a "*BEO*" and collectively, the "*BEOs*"), which are incorporated into this Agreement and made a part of this Agreement.

The Exclusive Caterer will not be obligated to commence service until the Exclusive Caterer has received the deposit set forth in the BEOs, as outlined on the Summary Sheet. Catering deposits are non-refundable, except as

otherwise expressly provided in this Agreement. Licensee shall pay the Exclusive Caterer the remaining balance of the Estimated Food and Beverage Fee in accordance with the schedule shown on the Summary Sheet.

3.F. Bar Charges:

The Estimated Food and Beverage Fee may be partially based on certain estimated bar charges (the "*Estimated Bar Charges*"). At the end of the Event, the Exclusive Caterer shall notify Licensee of the actual amount of bar charges. If the Estimated Bar Charges exceed the actual bar charges, then Operator shall credit the difference to Licensee on final invoice. If the actual bar charges exceed the Estimated Bar Charges, Licensee shall pay the difference to the Operator.

3.G. Special Labor and Special Items:

The Estimated Food and Beverage Fee is based on the times indicated on the BEOs. Additional service time will necessitate additional labor, in addition to the Estimated Food and Beverage Fee. The costs associated with any special labor hired by the Exclusive Caterer and the costs for any special smallwares, tables, chairs, decorative elements, linen or equipment rented by the Exclusive Caterer at Licensee's request, will all be charged to Licensee as part of the total food and beverage fee and will be noted on the BEOs.

3.H. Management Charge:

All food, beverage, and related items are subject to a management charge. This management charge is not a tip or gratuity. Additional payment for tips or gratuity for service, if any, is voluntary and at Licensee's discretion.

3.I. Taxes:

Licensee shall pay applicable taxes and other applicable governmental charges on all sales and services rendered in connection with the Event and on all fees payable under this Agreement.

3.J. Payment:

Following the close of Licensee's Event, Operator shall bill Licensee for all food and beverage fees incurred in excess of the Estimated Food and Beverage Fee and all other amounts owing to the Exclusive Caterer or Operator remaining unpaid after application of the Deposit and any Ancillary Service Deposit. Licensee shall pay the bills on or before the date indicated in the Summary Sheet.

3.K. Set-Up Requirements:

At least eight weeks before the first day of the Licensed Period, Licensee shall provide to Operator, for review of Operator and its consultants, a complete description of Licensee's anticipated needs for all set-up for the Event, including, without limitation, any staging, lighting, video boards, rigging from or to the physical structure of the Center or its fixtures, electrical, communications systems, and plumbing work, and any materials in connection with Applied Graphics.

After Licensee has approved the room sets, any changes made within 72 hours of the first day of the Licensed Period will result in an additional License Fee for the room, equal to ½ of the daily License Fee of the affected space, in addition to any room re-set charges.

SECTION 4. SERVICES.

4.A. Exclusive Services:

ASM Global shall provide services for the Event as described in Building Services section of the Event Planning Guide. Any services that the Event Planning Guide describes as being subject to fees or charges by Operator are Ancillary Services. Operator will provide Ancillary Services upon execution of Operator's standard order forms. Licensee shall pay Operator for all Ancillary Services ordered, at the rates shown on Operator's forms, or if the rates are not there expressly listed, at Operator's then-standard rates charged for that Ancillary Services or Services.

Licensee must order all internet and high speed data connection services from Operator's designated provider.

Any resale of Operator-provided exclusive services on the part of Licensee or Licensee's subcontractors is a material breach of this Agreement, and will subject Licensee to a resale fee equal to 115% of Operator's undiscounted list price for those services, in effect as of the Event date, in addition to any other remedy Operator may have.

Licensee shall not order, purchase, serve or provide any food or beverages at the Event except through the Exclusive Caterer. Event security, crowd control and traffic control services are exclusive to the Mayo Civic Center and shall be ordered through the proper channels.

4.B. Services Provided by Operator Included in License Fee:

Operator shall furnish the following services to Licensee on Event show days, without charge, but only to the extent of existing available inventory and in consideration of the needs of other licensees or Operator's tenants: normal air conditioning or heat, overhead lighting, restroom facilities and janitorial services consisting of cleaning of common public areas, not including aisle or exhibit booth cleaning, in accordance with the Event Planning Guide. Operator's inability to furnish any of the foregoing due to circumstances beyond its reasonable control will not be a breach of Agreement.

4.C. Services Not Included in License Fee:

Licensee shall pay for all services, equipment and personnel not provided for in Section 4.B, and including but not limited to the following other services, equipment and personnel, in addition to the License Fee:
Event public safety services; such as personnel for security, crowd control, and traffic control.

1. Nursing/medical personnel.
2. Stagehand, rigging, and stage lighting and operation.
3. Sound or audio visual equipment, set-up and operation including technicians (other than set-up and operation of the Center's normal P.A. System).
4. Production of audio visual or other media presentations.
5. Insurance (see Section 6).
6. Equipment as outlined in equipment rental list.
7. Bulk trash removal, as described in the Event Planning Guide.
8. Food and beverage service.
9. Exhibit, aisle, and booth cleaning services (if applicable).
10. Move-in and move-out air conditioning, heat, or both, any of which are supplied at Licensee's request.
11. Room re-set charges, as described in the Summary Sheet.
12. Telecommunications and utility services.
13. Services to comply with Licensee's obligations concerning Applied Graphics, such as, but not limited to, costs of production, installation, and removal.
14. Parking.
15. Other services, if any, that the Event Planning Guide describes as ancillary, or as subject to additional fees or charges.

Operator reserves the right to reasonably determine the number of personnel required to perform any of the services described in this Agreement, whether provided at Licensee's expense or by Licensee.

If Licensee contracts with third persons to perform any services at or in the Center, Licensee shall see to it that the services are performed in conformity with the Facility Event Planning Guide as in effect at the time of the Convention, Trade Show, Consumer Show, or other Event. Licensee shall make adherence to the Event Planning Guide a condition of all agreements and directives with third parties for shipments and services connected with the Event.

Licensee must use Operator-furnished services and personnel unless specifically excluded in the Summary Sheet. Operator will provide Licensee with a written estimate of all additional charges for services provided by Operator and may revise the estimate from time to time. Operator may reject any request for an updated estimate if information is received less than 45 days before the first date of the Event. Operator may require Licensee to

tender a deposit in the total amount of the original estimate, and any increases reflected by revised estimates, within 30 days of delivery of the revised estimate.

Operator will review, in advance of the Event, security staffing levels and may reasonably require Licensee to increase or change its security arrangements and, Licensee shall promptly comply with any such request and shall bear the cost of any such charges.

4.D. Food and Beverage Services:

The Exclusive Caterer shall provide Licensee with the food and beverage services and other items as described on the BEO. To the extent that it becomes necessary for the Exclusive Caterer to enter into agreements with third parties for Licensee's Event, Licensee hereby appoints the Exclusive Caterer to be Licensee's agent to execute all such agreements, Licensee agrees to pay the fees and applicable taxes, and Licensee agrees to be responsible for the obligations of Licensee contained in all such agreements.

Licensee must notify the Exclusive Caterer of the guaranteed number of people attending the Event at least seven full business days before the first day of the Licensed Period (the "*Guarantee*"). Holidays under Minnesota or federal law and weekends are not included as business days. If the actual number of guests that attend the Event is greater than 120% of the Guarantee, Licensee will be subject to an additional charge as determined by the Exclusive Caterer. There will be no reduction in the Estimated Food and Beverage Fee if the actual number of guests that attend the Event is fewer than the Guarantee. Notwithstanding the foregoing, the Exclusive Caterer will prepare the Event for the lesser of (i) 105% of the Guarantee, or (ii) the Guarantee plus 30 persons, which overage, in either case, will be at Licensee's cost if Licensee pre-sets or utilizes any of this overage.

Licensee must use the services of the Exclusive Caterer for all food and beverage services for Licensee's Event. All menu selections must be made at least 30 days before the first day of the Licensed Period. No food or beverages of any kind may be brought into or removed from the Center by either Licensee or Licensee's guests without the Exclusive Caterer's prior written approval, which approval may be withheld in Exclusive Caterer's sole discretion.

The Exclusive Caterer is permitted to serve alcoholic beverages only to individuals who are at least 21 years of age and will check identification of Licensee and any of Licensee's guests that appear to the Exclusive Caterer to be under 30 years of age. If the Exclusive Caterer believes, in its sole discretion, that Licensee or any of Licensee's guests are intoxicated, the Exclusive Caterer shall be permitted, in its sole discretion, to discontinue or limit alcohol service at the Event, and to request that Licensee, and/or any of its guests leave the Center, all without any refund of the Estimated Food and Beverage Fee.

Licensee waives all disputes or complaints relating to the food and beverage services under this Agreement that are not submitted in writing to the Exclusive Caterer within seven days after the Event.

4.E. Toxic and Nontoxic Waste Disposal:

Licensee shall dispose of all non-toxic fluids, chemicals, petroleum-based products, perishable items or any other non-dry and non-toxic material, in a manner acceptable to Operator.

Licensee shall contain and dispose of any material considered to be toxic under applicable state and federal laws in the manner required thereby. The disposal of toxic material will be the sole responsibility, liability and expense of Licensee. Operator may intervene in the interest of the safety of person and property at the Center.

Licensee shall comply, and cause by its employees, agents, contractors and invitees to comply, with any waste recycling policies required by law or set forth in the Event Planning Guide. Licensee shall pay for any costs or liabilities incurred by Operator due to any failure by Licensee or its employees, agents, contractors and invitees to comply with the waste recycling policies, rules and regulations, and shall indemnify Operator and the Corporation against any fines or penalties imposed as a result of those violations, and any legal fees or other expenses (other than internal costs) incurred by Operator or the Corporation to contest any of the foregoing.

SECTION 5. REPAIR AND RETURN OF CENTER/REVIEW OF EVENT PLANNING GUIDE.

5.A. Repair and Return of the Center:

Licensee may, upon request to Operator, conduct an inspection with Operator of the Licensed Areas, and any existing damage or problems found in the inspection must be noted in writing. Before Licensee's use of the

Licensed Areas, Operator shall repair all damage or problems noted during inspection if, in Operator's reasonable discretion, the repairs are necessary for Licensee's use of the Licensed Areas.

If the Center or any portion thereof, or any equipment or other personal property of the Center, is damaged or lost by any act, omission, default or negligence of Licensee or Licensee's agents, subcontractors, employees, patrons, invitees, guests, or any persons admitted to the Center by Licensee, then Licensee shall pay to Operator upon demand a sum equal to the cost of repairing and restoring Center to its condition as it existed before the loss or damage (including repair or, if necessary, replacement of any lost or damaged personal property), or, at the option and approval of Operator, shall make or cause to be made the restoration and repairs at its own expense.

5.B. Safety Procedures/Regulations:

Licensee shall review and punctually comply with the safety procedures, requirements and precautions set forth in the Event Planning Guide, and shall supervise its exhibitors, employees, and other persons acting directly or indirectly under Licensee's direction, supervision, or control to insure compliance with those procedures, requirements and precautions. Any failure to observe any of the safety procedures, requirements and precautions on the part of Licensee, its employees, exhibitors, or any of the other persons described in this paragraph, or failure by any of the same reasonably to prevent violations thereof by their or Licensee's invitees, will be a breach of this Agreement by Licensee.

5.C. Renovations:

Licensee acknowledges that the Center is now or may in the future be under renovation, expansion or remodeling, that construction is or in the future may be in progress at the Center, and that the affected portions of the Center may be inaccessible during construction, renovation or remodeling. Licensee shall, and shall cause its employees, agents, contractors, patrons, guests, licensees, and invitees to, comply with all reasonable rules and directives of Operator and the Corporation in connection with any construction, renovation, expansion or remodeling, including but not limited to keeping out of any area posted as being restricted, using mutually agreed-upon comparable meeting space, venue or location provided in lieu of any compromised Licensed Areas, and the use of alternate routes to and from areas of the Center open to Licensee, the public, or both. Licensee acknowledges that the construction, renovation, remodeling or expansion of the Center on the part of the Corporation will not be a breach of Operator's obligations under this Agreement, will not subject Operator or the Corporation to any liability to Licensee, and will not obligate Operator or the Corporation to reimburse Licensee for space that may be under renovation at time of the Event, unless the space is rendered unusable by the renovation and Operator fails to provide Licensee with other mutually agreed-upon comparable space for the Event.

5.D. Signs and Graphics; Applied Graphics:

Licensee, its employees, agents, contractors, patrons, guests, licensees, and invitees, shall not deface, remove, block, or obscure the view of any temporary or permanent signs, graphics, posters, barricades, banners, directional markings or other similar items at the Center. Licensee shall pay Operator the Applied Graphics Fee, as set forth in the Event Planning Guide, for use of any part of the Center, whether or not in the Licensed Area, to affix any materials of any kind, including but not limited to adhesive material, banners, signage, Gobo's and/or any other merchandising that is affixed to the Center ("*Applied Graphics*"). Licensee must use only the Operator's exclusive installer for installation and removal of any Applied Graphics. The Applied Graphics Fee does not include the cost for production of materials. Graphics, materials and location(s) of exact placement on or within Common Areas are subject to Operator's prior approval, which must be obtained at least 30 days before installation. Licensee is responsible for allowing adequate time for review and revision. Production and installation of materials shall be at the sole cost of Licensee. The Applied Graphics Fee, plus any costs of production performed by Operator, are due 21 days before the first day of the Licensed Period.

SECTIONS 6. INDEMNIFICATION: INSURANCE.

6.A. Indemnification:

Each of Corporation and Licensee agrees that it will be responsible for its own actions and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts or omissions of the other party or results thereof. Licensee's liability is governed by the provisions of the Minnesota Tort Claims Act, Minnesota

Statutes Sec. 3.736 and other applicable law. Corporation's liability is governed by the provisions of Minnesota Statutes, Chapter 466. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THIS LEASE.

6.B. Insurance:

(a) Commercial General Liability Each party shall maintain Commercial General Liability insurance on an occurrence basis with limits of not less than \$1,000,000 per claim, \$3,000,000 per occurrence, and \$5,000,000 aggregate, or such higher limits as either party may reasonably maintain. Licensee shall include Corporation as an additional insured with respect to liability arising out of Licensee's use and occupancy of the Licensed Space. Corporation shall include Regents of the University of Minnesota as an additional insured. Such coverage shall apply on a primary and non-contributory basis, to the extent available in the commercial insurance market.

(b) Excess / Umbrella Liability (if maintained) To the extent either party maintains excess or umbrella liability insurance, such coverage shall apply on a follow-form basis over the underlying liability policies.

(c) Property Insurance

- Corporation shall maintain property insurance covering the Building and Corporation's improvements on a replacement cost basis against risks of direct physical loss or damage, subject to commercially reasonable deductibles.
- Licensee shall maintain insurance covering its personal property, fixtures, and equipment located in the Licensed Space.

(d) Workers' Compensation Each party shall maintain workers' compensation insurance in accordance with applicable law.

(e) Insurance Requirements and Evidence

- Unless self-insured, policies shall be placed with insurers rated A- VII or better by AM Best, or equivalent.
- Each party shall provide certificates of insurance upon request.
- Each party shall endeavor to provide prior written notice of cancellation or material change in accordance with policy provisions.

6.C Waiver of Subrogation and Release To the extent permitted by applicable law and subject to the availability of insurance, each party waives and releases the other from liability for loss or damage to property to the extent such loss is covered by property insurance maintained by the releasing party. Each party shall use commercially reasonable efforts to obtain from its property insurer a waiver of subrogation in favor of the other party, to the extent such waiver is available without additional cost or on commercially reasonable terms. This waiver shall apply only to the extent of insurance proceeds actually received and shall not apply to losses to the extent not covered by insurance (including deductibles).

SECTION 7. BREACH; REMEDIES.

7.A. Curable Breach: Right To Cure:

Licensee's failure to perform any act required under this Agreement (including the Event Planning Guide or any BEO) when due will be a material breach of this Agreement, time being in all cases of the essence.

If the breach occurs more than 30 days before the beginning of the License Period, Licensee will have five days after notice from Operator (or, if pertaining to food and beverage service, from the Exclusive Caterer) to cure the breach by performing the act required.

If the breach occurs 30 days or less before beginning of the License Period, Licensee will have 24 hours after notice from Operator (or, if pertaining to food and beverage service, from the Exclusive Caterer) to cure the breach by performing the act required.

If Licensee fails so to cure its breach, Operator and the Exclusive Caterer, independently or jointly, may invoke any or all of the remedies set forth in Section 7.C. below.

7.B. Other Material Breach:

Licensee will also be in material breach of this Agreement, and Operator and the Exclusive Caterer, independently or jointly, may invoke any or all of the remedies set forth below in Section 7.C below, if Licensee:

(1) or the Event, or both, causes, permits or threatens any material waste, injury or damage to the Center or its contents , or any physical injury to any person who is an agent, officer, employer, contractor or licensee of Operator, the Corporation, or the Exclusive Caterer;

- (2) files a petition in bankruptcy or of insolvency or for reorganization or arrangement or for appointment of a receiver or trustee of all or a portion of Licensee's assets, or if a petition seeking any or all of those remedies is filed against Licensee; or
- (3) makes an assignment for the benefit of creditors.

7.C. Remedies:

If Licensee is in breach of this Agreement, Operator and the Exclusive Caterer, independently or jointly, may at their option invoke any or all of the following remedies:

- (1) Require of Licensee additional security for Licensee's performance of its obligations under this Agreement;
- (2) Operator may, without further notice to Licensee, terminate this Agreement and revoke the License granted under this Agreement, except that if termination is due solely to Licensee's violation of Section 8.D(ii) and, at or before the time of the violation, Licensee has not yet entered the Licensed Areas, Operator shall return Licensee's deposit(s) held by Operator, less any out-of-pocket expenditures by Operator, and the Exclusive Caterer shall return Licensee's deposit(s) held by the Exclusive Caterer, less any out-of-pocket expenditures by the Exclusive Caterer, the same being Licensee's sole remedy for any claim arising from the termination;
- (3) Without further notice to Licensee and without the necessity of resorting to any legal proceedings, Operator may enter and take exclusive possession of and remove all persons and property from the Center and its facilities, and take possession of Operator's equipment;
- (4) Without further notice and without need to resort to any legal proceedings, Operator and the Exclusive Caterer, independently or jointly may withhold all sums on deposit with them from or on behalf of Licensee, and may apply to any claim that either or both of them may have against Licensee, all sums which the party holding the deposit has or may come into its possession for or on behalf of Licensee; and
- (5) Operator and the Exclusive Caterer, independently or jointly may bring action against Licensee to recover any fees due under this Agreement and any damages sustained by reason of Licensee's breach.

Licensee hereby waives any rights that Licensee may have to prior notice or hearing before the exercise of any of the remedies in this Agreement. Licensee represents that it has undertaken to obtain the advice of legal counsel or to advise itself of any such rights.

7.D. Cancellation by Licensee:

Licensee understands that Operator and the Exclusive Caterer will suffer substantial harm if Licensee cancels the Event. If Licensee cancels this Agreement before or during its Event, except for reasons set forth in the Force Majeure section of this Agreement, Licensee must pay Operator a sum equal to 75 percent of the total estimated charges including license fee, Food and Beverage Minimum, and Audio Visual Minimum, and acknowledges that the same is a fair approximation of the advertising, clean-up, and legal charges to be incurred by Operator, and the other losses to be sustained by Operator, in consequence of the cancellation. All non-refundable deposits paid will be applied thereto. If after this Agreement has been signed by both parties Licensee notifies Operator that Licensee wishes to terminate this Agreement or cancel any space and Operator thereafter licenses the cancelled space in whole or in part for the dates of the Event, Licensee will only be responsible for the License Fee for space that was not resold, and for any shortfall between the License Fee for the cancelled space and the amount for which Operator licensed the cancelled space to another user.

In addition, if the cancellation is 120 days or less before the Event, Licensee shall also pay the Exclusive Caterer the food and beverage cancellation fee as set forth in the Event Planning Guide, which Licensee acknowledges to be a fair and reasonable approximation of the losses that the Exclusive Caterer would sustain in consequence of the cancellation.

All non-refundable deposits of the Estimated Food and Beverage Fee will be used and applied to the food and beverage cancellation fee.

SECTION 8. OBLIGATIONS OF LICENSEE.

8.A. Compliance with Laws:

Licensee shall, at its own expense, promptly comply, and cause its agents, servants, employees, contractors, patrons, guests, licensees or invitees to promptly comply, with all laws, ordinances, orders, rules, regulations and

requirements of all federal, state, county and city governments, departments, commissions, boards and officers having jurisdiction.

8.B. Licenses and Permits:

Licensee shall, at its own expense, obtain any licenses and permits required by federal, state, county, or city laws, ordinances and policies, and shall permit inspection by appropriate departments of agencies of federal, state, county, or city governments.

8.C. Service Contractors:

At least 14 days before the first day of the License Period, Licensee shall submit to Operator a written list of all persons who will provide a service on behalf of or to Licensee or Licensee's exhibitors during the License Period, together with verification that each such person is in compliance with the Worker's Compensation program of the state having jurisdiction over that person for any injury or sickness the person's employees may suffer in the course and scope of employment at the Center during the License Period.

8.D. Objectionable Uses:

Licensee shall not use or permit use of the Center in any way that (i) is in violation of any laws of the United States, the State of Minnesota, the County of Olmsted, or the City of Rochester, or (ii) in the sole discretion of Operator or the Corporation would either bring discredit or opprobrium on Operator or the Corporation, or be beneath the standards of good taste and excellence prevalent locally. Licensee must obtain Operator's prior written approval of any fireworks displays and delivery of any fireworks-related equipment and materials, which Operator may condition or withhold in its sole discretion. Operator's approval will not relieve Licensee of the obligation to comply with all applicable laws, safety regulations, and insurance requirements.

8.E. Non-Discrimination:

It is the policy of Operator, the Exclusive Caterer, and the Corporation not to permit unlawful discrimination at the Center against any person. Licensee, during or in connection with the Event, shall not discriminate or knowingly allow discrimination against any person, or directly or indirectly display, circulate, publicize or mail any advertisement, notice or communication which states or implies that any facility or service will be refused or restricted, or that the patronage or presence of any person would be unwelcome, objectionable, unacceptable, undesired, or not solicited, because of sex, race, color, religion, ancestry, national origin, marital status, disability, or other basis prohibited by law.

8.F. Deliveries:

Unless written arrangements are made in advance, signed by Licensee and Operator, and deposit made for any matter to be delivered to the Center for the account of Licensee, Licensee alone, and not Operator, shall be responsible for payment and receipt of any items to be delivered to Licensee at the Center. In no event will Operator be held responsible for any loss or damage to any such items. No employee or agent of Operator has the authority to waive or vary the terms of this paragraph.

SECTION 9. OPERATOR'S RIGHT OF ENTRY.

Operator reserves the right to enter the Licensed Areas at any time to conduct inspections, to preserve the Licensed Areas or other parts of the Center from harm, to protect the safety of personnel of Operator or other persons, to prevent the willful violation of any terms of this Agreement, to perform Operator's obligations under this Agreement, or for any other reason in Operator's sole discretion, but in so doing, Operator shall take reasonable steps to avoid the disruption of Licensee's Event to the extent feasible in the circumstances.

SECTION 10. GENERAL PROVISIONS.

10.A. Copyrights and Proprietary Material:

Licensee at its own expense shall obtain all necessary licenses and shall pay all costs and fees arising from the use or performance of copyrighted music or dramatic materials, or any other property subject to any copyright,

trademark, patent or other proprietary right which is used or incorporated in the Event. Licensee shall indemnify and defend Operator and the Corporation (with counsel selected by Operator and the Corporation) against any liability, claims or costs, including attorney's fees arising from the use of any such materials or any claim of infringement or violation of the rights of the owner.

10.B. Applicable Law:

The laws of the State of Minnesota, without giving effect to principles of conflicts of law, govern all matters arising under or in connection with this Agreement, including all tort claims.

10.C. Delivery of Notices:

All notices must be in writing, and must be sent by Federal Express, UPS, United States registered or certified mail, messenger service or any similar type service keeping written or electronic records of delivery. Notices to Licensee for breach of this Agreement will be addressed to Licensee at the address provided in the Summary Sheet or at any of the offices designated in writing by Licensee and provided to Operator, and will be deemed to have been given to Licensee upon delivery to Licensee's address. Operator's receipt of proof of delivery (including refusal to accept delivery or inability to deliver) from the respective delivery service will be deemed proof of Licensee's receipt of the notice.

All other notices, requests, demands, instructions, or any other communications to be given to any party under this Agreement must be sent as follows:

TO OPERATOR:

Legends Global
Attention: General Manager
Mayo Civic Center
30 Civic Center Dr SE
Rochester, MN 55901

TO LICENSEE: At the address set forth in the Summary Sheet.

Any party may change its address for notice by giving written notice of the change in the manner provided in this Agreement. Unless and until written notice is received, the last address stated in this Agreement will be deemed to continue in effect for all purposes under this Agreement.

10.D. Force Majeure:

Should Licensee be unable to take possession of the Premises or present the Event due to an Event of Force Majeure, neither Licensor nor Licensee shall have any liability under the Agreement and Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments less any expenses incurred by the Corporation, Operator or Exclusive Caterer in preparing for the Event. The term "Event of Force Majeure" shall mean any and all acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental or quasi-governmental entities, wars or warlike action, arrest or other restraint of government (civil or military), blockades, insurrections, riots, vandalism, terrorism or terrorist

threats, epidemics, pandemics, labor strikes, lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, breakage or accidents to equipment or machinery, threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction, radioactive contamination, accidents, pandemics, or any other causes, whether of the kind herein enumerated or otherwise that are not reasonably within the control or caused by the party claiming the right to delay the performance on account of such occurrence; provided, however, in no circumstances shall the monetary inability of a party to perform any obligation contained in this Agreement be construed to be an Event of Force Majeure. Upon removal or cessation of the Event of Force Majeure, the parties' respective rights and obligations hereunder shall be reinstated for any and all subsequent sessions of the Event remaining in the Licensed Period (if any).

10.E. Partial Invalidity:

If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement, or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will be unaffected by that unenforceability and will be valid and be enforceable to the fullest extent permitted by law.

10.F. Assignment: Subletting Licensed Areas:

The License Fee, Food and Beverage Waiver, and other terms of this Agreement, were negotiated in light of the identity of Licensee and the nature of the Event, based, in part, on Operator's estimation of the room nights and hotel tax to be generated, the number of probable attendees, the publicity for the Center, and the financial benefits of the Event to the City of Rochester. Licensee shall not assign this Agreement or any interest in this Agreement or permit the use of the Licensed Areas or any part thereof by any party without the advance written consent of Operator. Licensee shall not sub-license any of the Licensed Areas without the prior written consent of Operator, except that Licensee may permit its exhibitors, if any, to use the licensed areas in conjunction with Licensee's Event. Any purported assignment or sub-license in violation of this Agreement will be a material breach of this Agreement, will be void and confer no rights upon the purported assignee or sub-licensee against Operator, the Exclusive Caterer, or the Corporation, and will subject Licensee to a resale fee equal to 115% of Operator's undiscounted list price for use of the Licensed Area (and for any associated services) in effect as of the Event date. Any substantive change in the nature of Licensee's Event, without the prior written consent of Operator, will be a material breach of this Agreement. Operator may grant or withhold its consent to a proposed assignment, sub-license, or change in the Event, in its sole discretion.

10.G. Americans with Disabilities Act (ADA);

To the best of the Corporation's knowledge, the Center is in compliance with the American with Disabilities Act (ADA) and all regulations thereunder. Operator is responsible for ADA compliance as to the permanent building access accommodations, such as, but not limited to, wheelchair ramps, elevator standards, door width standards and restroom accessibility. Licensee shall be responsible for compliance with all non-permanent accessibility requirements, such as, but not limited to, seating accessibility, auxiliary aids for the visually impaired, hearing impaired and mobility impaired.

10.H Assumption of Risk and Waiver

The Corporation and Operator may require that the Event be conducted in accordance with preventative measures designed to reduce the spread of contagious or infectious diseases, such as COVID-19; however, neither the Corporation nor Operator can guarantee that Licensee or its guests will not become infected with or exposed to a contagious or infectious disease as a result of attending the Event or visiting the Center. Licensee assumes the risks of any such infection or exposure and accepts sole responsibility for any injury to Licensee and its employees, agents, representatives and guests that any of them may experience or incur in connection with attending the Event or visiting the Center.

10.I. Section Headings:

Section headings, numbers, letters, and emphasis marks have been inserted for convenience of reference only, and if there is any conflict between any such headings, numbers, letters, or emphasis marks and the text of this Agreement, the text will control.

10.J. Survival:

The indemnification provisions set forth in this Agreement, the provisions of Section 10.h and all other provisions of this Agreement which by their terms must necessarily be performed after the termination or expiration of this Agreement, survive termination or expiration of the Agreement.

10.K. Amendments:

This Agreement, with the exception of the Event Planning Guide, may not be amended or modified except in writing signed by the parties; provided, however, that if Licensee should verbally request an amendment to the terms set forth in the Summary Sheet and Operator and the Exclusive Caterer agree to the change and confirm the same in writing to Licensee, the agreed change will be incorporated into this Agreement and have the same effect as a signed amendment. Operator reserves the right at any time to amend the Event Planning Guide as Operator in its reasonable judgment determines to be necessary, but except for amendments made in response to changes in applicable laws or regulations, changes with respect to business or market conditions, or for reasons of public safety or insurance considerations, no amendment to the Event Planning Guide may materially increase Licensee's obligations or materially decrease Licensee's rights under this Agreement. Amendments to the Event Planning Guide will become binding on Licensee five days after notice to Licensee that the Event Planning Guide has been amended, accompanied either by a copy of the amendment or by a URL from which the amended Event Planning Guide is available.

10.L. Limitations on Damages:

Except for Licensee's obligations under Section 6.A and Section 10.H, no party will be liable for, and each of the parties hereby waives, any special, consequential, incidental, indirect or ancillary damages arising in any way of the formation, termination, performance or non-performance of this Agreement, or Licensee's use or non-use of the Center.

10.M. Electronic Commerce:

To be valid, any acceptance, execution or validation of this Agreement or any communication or notice required under this Agreement, must either be (a) manually signed and delivered either by hard copy or as an email attachment, or by telephone facsimile, or (b) signed by secured digital signature and delivered as an email attachment or by a third-party signature service. No purported offer, acceptance, counteroffer, or binding agreement in connection with this transaction may be made by automated agent, electric agent, electronic mail, electronic signature (other than a secured digital signature or a manual signature transmitted by email or fax), telephonic voice mail, sound recording, or other electronic means of any kind, all as defined in the Uniform Electronic Transaction Act, the Electron Signatures in Global and National Commerce Act ("*ESIGN*", 15 U.S. Code Sections 7001 et seq.), or any similar state or federal legislation. This section cannot be waived except by manually signed, written consent of both parties.

10.O. No Oral Agreements:

This Agreement is the entire agreement of the parties concerning the Event and Licensee's use of the Center, and incorporates all prior negotiations and understandings relating thereto. No party is relying on any representation made by or on behalf of another party that is not set forth in this Agreement. No officer, director, employee, agent, representative or sales person of any party to this Agreement, or of the Corporation or of any other person,

has the authority to make, has made, or will be deemed to have made, any representation, warranty, covenant, agreement, guarantee, or promise with respect to the financial success or performance, or other success, of the Event. Licensee hereby acknowledges that any assessment of the financial success or performance, or other success, of the Event is solely that of Licensee's own determination and judgment.

10.P. Event Guide

The "Event Guide" is hereby incorporated into this Agreement by reference unless otherwise amended by separate addendum. By signing below, Licensee confirms it was provided access to the Event Guide and acknowledges it is bound by the terms thereof.

10.Q. No Distribution or Promotion of Products.

Licensee will not, in connection with the Event, distribute, advertise or promote products, brands, or other items without the written permission of Operator.

OPERATOR, Legends Global as managing agent for the Minnesota's Rochester Convention & Visitors Bureau:

By (Signature): _____ Date Signed _____
Name (Print Name): _____
Title: _____

LICENSEE ACKNOWLEDGES RECEIPT, BEFORE THE EXECUTION OF THE FOREGOING AGREEMENT, OF A COMPLETE COPY OF THE EVENT PLANNING GUIDE.

LICENSEE: Regents of the University of Minnesota through its Rochester Campus

By (Signature): _____ Date Signed _____
Name (Print Name): _____
Title: _____