

REVISED
LEXINGTON CENTER CORPORATION
CONVENTION CENTER LICENSE AGREEMENT
License # 1405031
Date Issued: October 30, 2013

SUMMARY OF BASIC TERMS

The following Basic Terms are incorporated into the License Agreement entered into by and between Lexington Center Corporation ("CORPORATION") and ("LICENSEE").

LICENSEE: LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

LICENSEE'S ADDRESS: 150 East Main Street, Lexington, Kentucky 40507

LICENSEE'S CONTACT: Sharaan Collins

CONTACT INFORMATION: (859) 258-3615
scollins@lexingtonky.gov

EVENT NAME: CPAAA Banquet

EVENT LICENSE FEE: \$2200.00

DEPOSIT: No deposit required.

PAYMENTS DUE: All payments will be due upon receipt of the final invoice.

OTHER CONDITIONS: Ancillary Services – Corporation May Require Payment of Deposits or fees for Ancillary Services Prior to Licensee's Event.

CANCELLATION FEE: As stipulated in Section 7.1.

LICENSE DUE: IN ORDER TO CONFIRM YOUR SPACE, LICENSE FEE AND DATES, THIS AGREEMENT MUST BE EXECUTED AND RETURNED BY NOVEMBER 20, 2013.

LICENSE PERIOD: May 6, 2014

LICENSED AREA(S): Bluegrass Ballroom 2 and Bluegrass Pre-function

SPACE & DATES SCHEDULE

Tuesday, May 6, 2014

Bluegrass Ballroom 2

Bluegrass Pre-function

Banquet

Displays/Reception

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into by and between Lexington Center Corporation, a Kentucky corporation, with corporate offices located at 430 West Vine Street, Lexington, Kentucky 40507 ("CORPORATION") and Lexington Fayette Urban County Government, with primary offices located at 150 East Main Street, Lexington, Kentucky 40507 ("LICENSEE").

SECTION 1 GRANT OF LICENSE; LICENSE PERIODS

CORPORATION hereby grants to LICENSEE the exclusive right to use certain areas within the Lexington Center Corporation and/or any other facility ("Facilities") as set forth in the Summary of Basic Terms (the "Licensed Area(s)"). LICENSEE, its guest, exhibitors, patrons or invitees, shall have the exclusive right to use the Licensed Area(s) during the dates and times set forth in the Summary of Basic Terms (the "License Periods") in connection with the Event set forth in the Summary of Basic Terms. LICENSEE, its guests, exhibitors, patrons or invitees also shall have the non-exclusive right to use the restrooms and other areas in and adjacent to the Facilities (including but not limited to the Lobby area of the Facilities, and the outside areas adjacent to and surrounding the Facilities) that are available for public or common use ("Common Areas") for ingress and egress to the Licensed Area(s). Except as otherwise stated herein, LICENSEE acknowledges that neither it, nor its attendees, exhibitors, contractors, patrons or invitees of any kind may use the Common Areas for marketing, promotion, exhibition or any other use related to the activities occurring in the Licensed Area(s) without the consent of CORPORATION, except for registration and other similar administrative services, subject to reasonable conditions and restrictions placed on such use by CORPORATION. The license includes:

- a) Heat, ventilation and air conditioning within normal comfort ranges as may be provided by existing permanent systems during occupancy excluding move-in, set-up and move-out. Full heating and air conditioning is available during move in, set up and move out at an additional cost.
- b) Custodial service including delivery of clean premises prior to occupancy. Interim service as necessary to public areas and restrooms as well as cleaning at the conclusion of the lease term will be provided. Removal of excessive waste material, peculiar to a particular activity (animal waste, sawdust, soil or large volume of exhibitor waste, etc.), is not provided and subject to additional charge.
- c) Public address system as permanently installed including one (1) wired microphone (use of sound engineer, additional speakers, microphones (including wireless) will be available as an Ancillary Service); system use by outside providers subject to additional fees.
- d) Maximum banquet seating (Linens not included)
- e) Up to 800 square feet of single tier staging. Fabric drape (color as available in CORPORATION inventory) approximately eight (8) feet high for use as a stage backdrop. Additional staging requirements will be available as Ancillary Services;
- f) Illumination of the Licensed Area(s) as afforded by the permanent Facility fixtures. "Work Light" system is provided during move in, set up and strike. Simultaneous use of dual systems not permitted.
- g) Electrical service to serve stage or audiovisual presentations (a single drop up to 3-3,000 watt outlets).

LICENSEE understands and agrees that this Agreement is a license for use of the specified Licensed Area(s) and Common Areas, and an agreement for services, and that it is not and does not constitute a lease or other rental agreement that would confer on LICENSEE any rights as a tenant under Kentucky landlord-tenant laws, including any rights to prior notice or cure under such laws, and LICENSEE's right to occupy and use the Licensed Area(s), common areas and services may be terminated in accordance with the terms set forth in this Agreement.

In the event LICENSEE's use of the Licensed Area(s) commences prior to or extends beyond the time periods set forth in the Summary of Basic Terms, the License Periods shall be deemed to include such time periods and all terms and conditions of this Agreement shall apply to the extended periods. CORPORATION may charge an additional license fee for such extended use.

SECTION 2 SERVICES

2.1 Exclusive Services. The following services required by LICENSEE in connection with its Event and/or use of the Licensed Area(s) or the Facilities shall be provided exclusively by CORPORATION or providers under contract with CORPORATION ("Contract Providers"): Electric, Telecommunications/Data/Fiber/Internet; Security in the loading dock areas and the facility perimeter; Sound (In-house system); Rigging Points; Food and Beverage/Novelties/Concession and Sales, Catering either by CORPORATION or its exclusive caterer (except novelties and merchandise germane to the Event as approved by CORPORATION).

2.2 Approved Services. LICENSEE may obtain other services it requires from its own providers ("Service Contractors") in accordance with Section 8.5.

2.3 Ancillary Services. CORPORATION may provide other services, equipment, materials, and staffing, upon LICENSEE's request, subject to its Policies, Rules and Regulations and the availability of inventory and staffing.

2.4 Ticketing Services. (none)

SECTION 3 LICENSE FEE, CHARGES FOR SERVICES; PAYMENT

3.1 License Fee. LICENSEE shall pay CORPORATION the License Fee set forth in the Summary of Basic Terms.

3.2 Fees For Ancillary Services. In addition to the License Fee, LICENSEE shall pay for services, to the extent used by LICENSEE, at the rates in effect on the first day of the Event. CORPORATION may in its discretion require payment of deposits on the fees for Ancillary Services prior to LICENSEE's Event.

3.3 Payment. The Deposit is due and payable upon execution of this Agreement. Alternatively, incremental deposits if applicable shall be made on the dates and in the amounts set forth in the Summary of Basic Terms. All deposits are non-refundable, unless this Agreement is canceled pursuant to the Force Majeure provision in Section 7.2. Any unpaid License Fee, payment for ancillary services or other amounts owed to CORPORATION are due and payable upon presentation of an invoice to LICENSEE. Invoices that remain unpaid after thirty (30) days, shall accrue interest on the unpaid balance at the rate of one and one-half percent (1.5%) per month.

SECTION 4 POLICIES, RULES AND REGULATIONS AND EXPOSITION SERVICES

4.1 Policies. LICENSEE agrees to comply with CORPORATION's Policies, Rules and Regulations (collectively "PR&Rs", in existence as of the date of this Agreement or as amended thereafter, all of which are incorporated herein and made a part hereof by this reference) governing the use of the Facilities and acknowledges receipt of a copy of the same. See Rules and Regulations in Exhibit 4.1 attached hereto. LICENSEE understands these Policies, Rules and Regulations may be amended prior to LICENSEE's Event and agrees to comply with any such amendments. CORPORATION will use its best reasonable efforts to provide written notice to LICENSEE of any such changes, but LICENSEE acknowledges and agrees that it retains the responsibility to keep itself apprised of the current PR&Rs.

4.2 Utility Services and Floor Plans. LICENSEE, for exhibition purposes, shall provide the CORPORATION, prior to any sale of exhibit space, one (1) copy of the prepared floor plan for the

CORPORATION's approval. CORPORATION approval in writing shall be secured before any exhibit space is granted by LICENSEE. LICENSEE shall provide to CORPORATION final floor plans, with exhibitors listed, at least five (5) working days prior to initial move in. With the written approval of CORPORATION, a limited number of exhibitors may be placed in the common areas adjacent to the Licensed Area(s) provided such exhibits do not interfere with ingress/egress through the common areas to other Facility activities. CORPORATION shall not be responsible for the loss or damage to exhibit materials placed in the Licensed Area(s) or the common area(s).

CORPORATION reserves to itself the right to serve as the Official Electrical, Compressed Air, Plumbing and Telephone Contractor on the leased premises. CORPORATION will provide electrical, compressed air, plumbing and telephone service assistance to show as may be afforded from available site supplies. Said services will be provided at additional costs under the direction of LEXPO Exposition Services.

SECTION 5 INDEMNIFICATION; INSURANCE

5.1 Indemnification. To the extent allowable by law, LICENSEE shall indemnify, hold harmless and defend the CORPORATION and its officers, directors, agents and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorneys fees), arising out of, caused by or resulting from, in whole or in part, any act, omission, negligence, fault or violation of law or ordinance, associated with the use or occupancy of the Facilities by LICENSEE, its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or express permission of LICENSEE. This shall not be deemed a waiver of sovereign immunity or any other third party defense available to Licensee.

5.2 Liability. Subject to the limitations of Kentucky law applying to LICENSEE as an agency of the Commonwealth of Kentucky, LICENSEE agrees to be responsible for claims or demands arising or resulting from LICENSEE'S negligence or misconduct during its use of the premises. CORPORATION agrees to be responsible for claims or demands arising from CORPORATION'S negligence or misconduct concerning the premises. In no event shall CORPORATION be liable for any claims or demands except as such claims arise from the negligence or misconduct concerning the premises. In no event shall CORPORATION be liable for any claims or demands except as such claims arise from the negligence or misconduct of CORPORATION.

SECTION 6 BREACH; RIGHT TO CURE; REMEDIES

In the event LICENSEE fails to perform or comply with any of the material covenants or provisions of this Agreement, CORPORATION shall provide LICENSEE written notice to cure the default within a commercially reasonable time, as determined by CORPORATION, except notice and time to cure shall not be required when the breach involves public safety, immediate waste or damage to the Facilities or CORPORATION's equipment. If LICENSEE fails to timely cure the default or if the breach involves public safety or property damage or waste, CORPORATION shall have the right, without further notice, to invoke any or all of the following remedies:

- (1) Require additional security from or for LICENSEE;
- (2) Terminate this Agreement and revoke the License granted hereunder;
- (3) Enter and take possession of the Licensed Area(s) and remove all persons and property, without instituting any legal proceedings;
- (4) Withhold all payments made to CORPORATION and apply the same to offset CORPORATION's compensatory or liquidated damages; and
- (5) Institute legal proceedings to recover damages.

SECTION 7 CANCELLATION BY LICENSEE; LIQUIDATED DAMAGES; FORCE MAJEURE

7.1 Cancellation; Cancellation Fee. If LICENSEE cancels its Event, its use of some portion of the Licensed Area(s), some portion of its License Periods, or terminates this Agreement for any reason other than those set forth in Section 7.2, deposits paid shall be forfeited and applied to offset CORPORATION's damages as provided herein.

The parties agree that the damages to CORPORATION resulting from cancellation of the Event or any portion of the Licensed Area(s) or License Periods, or termination of this Agreement, would be extremely difficult to determine because of the loss of revenue from ancillary and other services anticipated by this Agreement. Because of this difficulty in determining the resulting damages, the parties agree that, in the event of cancellation or termination, LICENSEE shall pay to CORPORATION a cancellation fee in the amount set forth below as determined by the type of cancellation and the proximity of the cancellation date to the Event move-in date. LICENSEE agrees to pay the Cancellation fee to CORPORATION within thirty (30) days of notice of cancellation.

CANCELLATION FEE PAYABLE UPON CANCELLATION OF EVENT

<u>Event Move-in Date from Cancellation Date</u>	<u>Amount of Cancellation Fee</u>
Less than 360 days	100% of License Fee for the cancelled Licensed Area(s) or License Period plus ancillary services expensed as of date of cancellation.

In the event the CORPORATION cancels the license to use the Facility for reasons other than those specified in Section 7.2, the CORPORATION shall assist LICENSEE with relocating its event to a comparable venue. If no suitable alternative is found, the CORPORATION shall be liable to the LICENSEE for liquidated damages as set forth above. Should an alternative location be secured, then the CORPORATION shall pay LICENSEE, as damages, communication expenses for notifying attendees of the location change and the difference in occupancy costs associated with the new meeting space compared to the Facility costs. This paragraph shall be the sole remedy for the CORPORATION'S cancellation without cause or for reasons other than as set forth in Section 7.2. There shall be no consequential damages paid by CORPORATION.

7.2 Force Majeure. Either party may terminate or suspend its obligations under this Agreement if such obligations are delayed, prevented or rendered impractical as a result of fire, flood, riot, earthquake, casualty, civil commotion, Act of God, or any law, ordinance, rule or regulation, applicable to the CORPORATION facilities, which becomes effective after the date of this Agreement, provided and to the extent such occurrence is beyond the reasonable control of the party whose performance is affected. In such event the affected party shall not be liable to the other for delay or failure to perform its obligations, except there shall be a prorata reduction in any fees payable or otherwise due under this Agreement and/or a refund of any deposits paid.

SECTION 8 LICENSEE'S RIGHTS AND OBLIGATIONS

8.1 Inspection. LICENSEE shall have the right to inspect the Facilities and the Licensed Area(s) prior to executing this Agreement to determine that they are reasonably suited for the uses contemplated by LICENSEE. LICENSEE shall have the right to a joint inspection prior to and after the License Period to assess the condition of the Facilities and the Licensed Area(s) and to determine damage, if any, resulting from LICENSEE's activities. CORPORATION warrants that the Facilities and Licensed Area(s) will be in a suitable condition for the uses contemplated by the LICENSEE during the Licensed Periods.

8.2 Licensed Area(s) "as is". LICENSEE agrees to accept the Licensed Area(s) "as is" without any obligation for the CORPORATION to alter or make changes in its physical facilities.

8.3 Compliance with Laws. Each party shall promptly comply and cause its agents, servants, employees, contractors, patrons, guests, licensees or invitees to promptly comply with all applicable laws, ordinances, rules, and regulations of all federal, state, county and city governments, departments, commissions, boards and officers. LICENSEE shall abide by such rules, bylaws and regulations as may, from time to time, be adopted by the NCAA which affect Rupp Arena and activities conducted therein.

8.4 Licenses and Permits. LICENSEE shall obtain any licenses and permits required by federal, state, county or city laws and shall permit inspection by appropriate agencies or departments.

8.5 Service Contractors. Upon request and at least thirty (30) days prior to the beginning of License Period, LICENSEE shall submit to CORPORATION a list of all persons or entities who will provide a service to or on behalf of LICENSEE during the License Period (herein "Service Contractors"). CORPORATION may require its approval of certain Service Contractors prior to services being rendered.

8.6 Non-discrimination. LICENSEE acknowledges and understands that CORPORATION has a comprehensive policy of non-discrimination in all aspects of its business activities. LICENSEE agrees that, in connection with its Event and its use of the Facilities and Licensed Area(s), neither LICENSEE, nor its agents, employees, exhibitors or contractors shall discriminate against any person with respect to employment, contracting, admission, or services or privileges offered to attendees of LICENSEE's Event, in violation of Federal, State or local laws.

8.7 Defacement of Facility; Damage to Equipment. LICENSEE shall pay the actual cost to replace, repair and/or restore, in CORPORATION's discretion, any part of the Facilities or CORPORATION's equipment (ordinary wear and tear excepted) that was defaced or damaged by LICENSEE, its agents, employees, exhibitors, or invitees. Payment shall be made within thirty (30) days of written demand by CORPORATION.

8.8 Payment of Taxes. LICENSEE acknowledges and understands that it shall collect, where required by law, and pay and deliver to the proper governmental authority, any and all license and permit fees and taxes assessed in connection with the LICENSEE's use of the Licensed Area(s).

8.9 Sale of Novelties and Merchandise. The sale of novelties, souvenirs, programs and other merchandise items are reserved to the CORPORATION and its designated contractors. Notwithstanding CORPORATION's exclusive rights with respect to the sale of novelties and merchandise, LICENSEE may distribute or sell items that are specifically germane to the nature or purpose of LICENSEE or its Event, as determined by CORPORATION, provided CORPORATION's prior written approval is obtained.

SECTION 9 RIGHT OF ENTRY; EJECTION OF DISORDERLY PERSONS; SECURITY; CAPACITY AND EXITS

9.1 Control of Facilities. In using the Licensed Area(s) hereinbefore mentioned, the CORPORATION does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of the Facilities. The Facilities, including the Licensed Area(s) which is subject to this Agreement, shall at all times be under the charge and control of the CORPORATION.

9.2 CORPORATION's Right of Entry. The Facilities, including the Licensed Area(s), shall at all times be under the charge and control of the CORPORATION, whose duly authorized representatives shall have the right to enter the Licensed Area(s) at any time, provided such entry does not interfere with LICENSEE's use.

9.3 Ejection of Disorderly Person. CORPORATION shall have the right to refuse entrance to, or remove and eject from the Facilities, any person associated with LICENSEE or present at LICENSEE's Event whose conduct is objectionable, disorderly, disruptive, or in violation of any law. The indemnification provisions of this Agreement shall apply to any claim or cause of action arising from such ejection.

9.4 Security Levels. CORPORATION shall be the provider of security in the loading dock areas and for the Facilities perimeter. The LICENSEE may be required to contract for Event security staffing within Licensed Area(s). All Security Staffing Contractors hired by LICENSEE for Event related security must be approved by CORPORATION in advance of providing services within the Facilities. CORPORATION shall have the sole right to determine the minimum level of all security required for LICENSEE's Event. All Security and staffing plans must be submitted to CORPORATION at least thirty (30) days in advance for approval.

9.5 Common Areas. LICENSEE acknowledges that in addition to the uses of the Licensed Area(s), as stated in Section 1 of this Agreement, CORPORATION and various parts thereof and areas therein may or will be used for installation, holding or presentation, and removal of activities, events, and engagements other than the Event, as stated in Paragraph 1, and that in order for the facility to operate as efficiently as practicable, it may or will be necessary to coordinate the use or availability of services and facilities of CORPORATION, including without limitation, entrances, exits, receiving areas, marshaling areas, storage areas, and concession areas requiring scheduling or sharing. LICENSEE agrees that CORPORATION shall have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and the extent to which the sharing of any such services and facilities is necessary or desirable and LICENSEE agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall LICENSEE enter or use any area or facility of CORPORATION other than those stated in Paragraph 1 of this Agreement without first obtaining CORPORATION's consent and approval.

9.6 Capacity and Exits. No portion of any passageway or exitway shall be blocked or obstructed in any manner whatsoever, and no exit door or exitway shall be locked, blocked or bolted while the facility is in use by LICENSEE. All designated exits shall be maintained in such a manner as to be visible at all times.

SECTION 10 GENERAL PROVISIONS

10.1 Event Durations. N/A

10.2 No Collection of Money, Etc. LICENSEE shall not collect, or cause or permit the collection of money or goods, whether for political, charitable or other causes on the premises without the prior written consent of CORPORATION.

10.3 Concessions and Catering Exclusivity. The sale or service of food, beverage, concessions or catering are exclusively reserved to CORPORATION or its designated contractor during the License Period. Neither LICENSEE nor its agent(s) shall give away or sell any food or beverage in the Licensed Area(s) or Facilities during the License Period.

10.4 Facilities Name. All notices, announcements, advertisements or invitations shall refer to the location of the Event as Lexington Convention Center.

10.5 No Hazardous Substances. LICENSEE agrees not to bring into the Facilities any materials, substances, equipment or other object which is likely to endanger the life of, or cause bodily injury to, any person on the premises or be hazardous to the health of any person on the premises.

10.6 LICENSEE Risk of Loss. LICENSEE agrees that all of its property and equipment and the property of others brought into or near the Facilities of CORPORATION shall be at the risk of LICENSEE and CORPORATION shall not be liable to LICENSEE or others for any loss or damage to any such property.

10.7 Abandoned Equipment and Lost or Misplaced Articles. Any equipment or personal property belonging to LICENSEE or its agents, servants, employees, contractors, invitees, patrons, guests, which remains in the Facilities or the Licensed Area(s) after the License Period, shall be deemed abandoned and may be disposed of by CORPORATION at LICENSEE's sole expense. CORPORATION shall assume no responsibility for losses caused by theft, disappearance or abandonment of equipment or personal property.

10.8 Applicable Law, Venue and Jurisdiction. This Agreement shall be governed by and construed in accordance with Kentucky law. Any action by a party to this Agreement to enforce or interpret the terms hereof shall be maintained in the Fayette Circuit Court. LICENSEE consents to the foregoing and agrees that this Agreement has been entered into in the Commonwealth of Kentucky which constitutes sufficient minimum contacts with CORPORATION to permit the Courts of Kentucky to assert jurisdiction over LICENSEE in any action.

10.9 Attorneys Fees. The prevailing party in any action or proceeding brought to enforce or interpret any provision of this Agreement or to recover damages resulting from breach shall be awarded reasonable attorneys fees in addition to any other remedy.

10.10 Delivery of Notices. All notices shall be in writing and shall be deemed to have been given upon personal delivery or the next day following deposit of same in any United States mail post office box, with first class postage pre-paid and addressed as follows:

To CORPORATION: Lexington Center Corporation
 Attention: William B. Owen
 430 West Vine Street
 Lexington, KY 40507

To LICENSEE: At the address set forth in the Summary of Basic Terms.

10.11 Partial Invalidity. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

10.12 Assignment; Subletting Licensed Area(s). LICENSEE shall not assign this Agreement or any interest herein or permit the use of the Licensed Area(s) or any part thereof by any other party, except that LICENSEE shall have the right to permit its exhibitors to use the Licensed Area(s) in conjunction with LICENSEE's Event. Any substantive change in the nature of LICENSEE's Event, without CORPORATION's prior written consent, shall constitute a material breach of this Agreement.

10.13 Americans with Disabilities Act (ADA). CORPORATION acknowledges and agrees that it is responsible for complying the ADA requirements for the permanent building access accommodations such as, but not limited to, permanently installed wheelchair ramps, elevator standards, permanent seating accessibility, door width standards and restroom accessibility. LICENSEE acknowledges it is responsible for complying with ADA non-permanent accessibility requirements such as, but not limited to, accessibility of non-permanent seating and auxiliary aids for the visually impaired, hearing impaired and mobility impaired.

10.14 Copyrights; Recording and Broadcast Rights. Should LICENSEE present or allow the presentation of any composition work or other material covered by copyright, LICENSEE shall be responsible for the payment of all royalties due and LICENSEE agrees to indemnify and hold CORPORATION harmless for any loss, damages, or expenses, including reasonable attorney fees, incurred resulting from any claim of infringement of such copyright(s). Except as otherwise agreed in writing, CORPORATION reserves all rights for outgoing telecasts, broadcasts or streaming webcasts originating from CORPORATION's Facilities during the term of this Agreement, except for radio or television news clips.

10.15 Right to Quiet Enjoyment. CORPORATION warrants that the Licensed Area(s) shall be operational and free from any substantial interference or disturbance directly related to any construction work on the Facilities. In the event construction causes a substantial interference with LICENSEE's Event, CORPORATION shall use its best efforts to mitigate any disruption. In no event, however, will CORPORATION be liable for any consequential damages to LICENSEE, including claims for lost or reduced income resulting from the interference or disturbance. CORPORATION's liability, if any, shall be limited to a return of the License Fee for any period of time that LICENSEE is unable to use the Licensed Area(s) because of the interference or disturbance.

10.16 Survival. The indemnification provisions set forth in this Agreement and all provisions hereof which by their terms must necessarily be formed after the termination of this Agreement or expiration of the License Period shall survive such termination or expiration.

10.17 Amendments to Agreement. This Agreement may not be amended or modified except in writing signed by the parties; provided however that if LICENSEE requests (orally or in writing) an amendment to any of the terms set forth in the Summary of Basic Terms and CORPORATION agrees to such change and confirms the change in writing to LICENSEE, said change shall be incorporated into this Agreement and have the same effect as a signed amendment hereto.

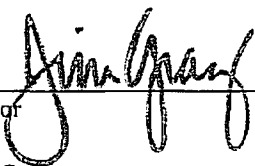
10.18 Counterparts; Facsimile or Scanned Signatures. This Agreement may be signed in counterparts, and the counterparts taken together shall be deemed an original executed agreement. A signature may be delivered to the parties by fax or scanned and e-mailed document, and such fax or scanned signature shall be accepted and effective as an original signature.

10.19 Effective Date of Agreement. The effective date of this Agreement shall be the date it is executed by the CORPORATION.

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

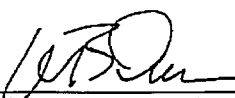
LEXINGTON CENTER CORPORATION

By: _____
Jim Gray, Mayor



Date: 12-9-13

By: _____
William B. Owen, President and CEO



Date: 12-15-13

EXHIBIT 4.1

Rules and Regulations Lexington Center Corporation (LCC)

In order to assist our users, the following list of Rules & Regulations is provided to answer the most frequent inquiries regarding the CORPORATION's policies:

General Information

CORPORATION is a non-smoking facility. With approval of the CORPORATION in writing, an area may be designated as a smoking area for private events.

There is no free parking in lots owned and operated by CORPORATION.

A five-percent (5%) convenience fee will be added to deposits and settlement charges paid by credit card.

LICENSEE (or exhibitor) is responsible for the security of items in meeting rooms and exhibit areas. CORPORATION shall not be responsible for damage or loss of property.

The use or distribution of helium filled balloons is prohibited without prior approval. Approval would require a signed waiver of responsibility for costs associated with removal of said inflatables. Other common event decorations that require advance authorization include but are not limited to candles, glitter and confetti. Additional fees may be incurred for cleanup of these items.

Attachment of signs, display materials, decorations, etc. to wall surface, windows, lecterns or drapery is prohibited.

The hanging of signs and banners from ceilings must be approved and installed by CORPORATION personnel only as an Ancillary Service.

Pets are prohibited with the exception of those authorized by CORPORATION due to the nature of the event, or guide, signal and service animals.

Exhibits using water features (i.e. fountains, hot tubs) are prohibited in carpeted areas.

Food and Beverage

The sale, service, or distribution of food or beverage products is an activity that is restricted to those licensed by the CORPORATION. This includes, but is not restricted to, food/beverage items used as traffic promoters in trade shows such as coffee, popcorn, sodas, bottled water, bar service, etc.

Trade Show vendors may request authorization to sample food items specific to their business by submitting the Food Sampling Authorization form to CORPORATION prior to the event. Vendors requesting permission to sell food items must submit the Food Sale and Distribution Authorization form for CORPORATION approval. Should approval be granted these vendors are subject to a \$50/day food vendor fee.

The Lexington – Fayette County Health Department may have additional requirements for exhibitors that are serving any food products. Please contact the local representative, Shana Davis, at 859-899-4263 for compliance information.

Food preparation is not permitted in carpeted areas.

Possession, distribution and consumption of alcoholic beverages is prohibited except through properly authorized vendors. CORPORATION, at its discretion, may require full payment of estimated host bar costs one week prior to event.

Events seeking an alcohol sponsor must discuss this in advance with their Sales or Event Manager to ensure steps are taken to adhere to KRS statutes governing the sale of alcohol.

As stipulated by KRS Statute 243.036, the auction of any alcoholic beverage requires a temporary permit issued by the Alcohol Beverage Control Board. The application process takes 30-45 days to complete. A permit must be presented in order for the item to be sold. For further details and the application, please contact the ABC Board at 859.258.3796.

Fire and Safety Regulations

This Facility is located in a School Zone as defined by the Gun Free School Zone Act 18 U.S.C. adopted November 29, 1990 (the Act). All persons are prohibited from possessing firearms on the premises unless such possession is authorized by exceptions listed in the Act. Licensor also reserves the right to restrict or prohibit possession of other weapons such as knives and other dangerous weapons.

All exit doors must be fully operable and unobstructed during all times of occupancy. Exit signs shall remain illuminated and fully visible.

Use of the Facilities for a trade show or public exhibit purposes requires a detailed floor plan depicting the intended use of the area. Floor plan will be submitted to the CORPORATION for review and approval by the Center and local fire marshal where appropriate. Displays located in corridors shall be located to one side leaving an eight foot wide clear walking path. Approval of plans shall be obtained prior to sale or allocation of space to potential exhibitors.

Rigging plans must be submitted for approval for events that require equipment in excess of 100 lbs. to be suspended from the ceiling. Rigging of AV equipment and/or production equipment must be performed by CORPORATION staff or its authorized representatives as an Ancillary Service.

Any use of open flames or smoke generating substances or equipment must receive prior approval.

All decorations and construction materials must be non-combustible or flame retardant (documentation is required). This includes, but is not limited to, organic decorations such as mulch, hay bales, etc.

Electrical devices must be installed, operated, and maintained in accordance with manufacturers' intended use and applicable codes. In any case, electrical devices that create a hazard to life or property are not permitted.

Internal combustion equipment and motor vehicles may be displayed under the following conditions:

- Fuel supply limited to that necessary for installation and removal of equipment.
- Fuel tanks must have pressure released by removing fuel cap after vehicle has reached display position, and then the fuel cap must be locked or sealed.
- Electrical power supply must be disconnected.
- Keys must be removed from ignition and will be retained at CORPORATION Security Headquarters.
- Motor vehicles are prohibited in carpeted areas, unless under the direction of CORPORATION management, to take precautions for protection of CORPORATION property.
- Any use of motorized vehicle in the Facilities is subject to prior approval of the CORPORATION. Use of motorized vehicles during public occupancy of Facility is prohibited.

A maximum of two 20' x 20' tents are allowed per 15,000 square feet of space rented with the following conditions:

- Tents must be non-combustible and flame-proof.
- Tents must be open on all four sides.
- If more than one tent, tents must be spaced at least 20 feet apart.
- No open flames permitted in tents.
- Each tent must be equipped with Type ABC fire extinguisher.
- Exhibitor personnel must occupy tent during show hours.
- Electrical service must be turned off at the conclusion of each show day.

The use, display, or storage of flammable liquids, including LP gas, is prohibited except as authorized by local and state fire regulations. Complying vendors using propane for the purpose of authorized food preparation are subject to the following limitations:

- Compressed gas cylinders must be firmly secured in an upright position.
- Propane storage tanks may be no larger than 5 pounds per booth.
- Booths using propane shall be located no closer than 100 feet apart.
- Additional propane tanks must be stored outside of the building.
- Food preparation is not permitted in carpeted areas.