

(This "SCHEDULE I" is posted on the internet at www.columbiaconventioncenter.com and is made a part of the License Agreement as described in paragraph "10" thereof.)

SCHEDULE I
TO COLUMBIA METROPOLITAN CONVENTION CENTER
LICENSE AGREEMENT

GENERAL TERMS AND CONDITIONS

In addition to the terms and conditions set forth in the License Agreement (the "Agreement") which incorporates this Schedule I by reference, the Authority and the Customer agree to the following additional terms and conditions. THESE GENERAL TERMS AND CONDITIONS SHALL BE DEEMED A PART OF AND READ AS CONTAINED IN THE AGREEMENT. All capitalized terms have the meanings set forth in the Agreement.

1. Control of Building: In licensing the Licensed Area to the Customer, the Authority does not relinquish the right to control the management thereof or to enforce all rules adopted by the Authority from time to time for the proper use of the Licensed Area and the Center by the Customer, its employees, agents, contractors and/or other persons admitted to the Licensed Area by the Customer. The Authority's employees and agents may enter the Licensed Area, at any time and on any occasion. The Authority reserves the right to eject any objectionable person or persons from the Licensed Area, the Center and the grounds of the Center, and the Customer hereby waives all rights and claims of damages against the City and the Authority that may be sustained through the exercise of such right.

2. Center Services: The Authority will furnish heat, air conditioning, light, and water in its discretion and as the Center Vice President/General Manager may determine the reasonable needs of the Customer. In no case will the Authority furnish any of the aforementioned services in amounts or degrees beyond installed capacities of said services. The Authority shall have no obligation to furnish cleaning services which may be required to properly care for the Licensed Area during the License Period, said obligation being that of the Customer. The Customer shall furnish at the Customer's expense all necessary labor required for setting up, presenting and dismantling of all equipment provided by the Customer and other property of the Customer utilized during the License Period. The Authority will provide cleaning services only at the end of the License Period based upon normal use of the Licensed Area, with the Customer responsible for the increased cost of such services to the extent the Licensed Area contains excessive trash, difficult to remove items (e.g., confetti, glitter, or flower petals) or other conditions for which the Customer is responsible.

3. Law Observance: The Customer agrees that every person connected with the Customer's occupancy and use of the Licensed Area shall abide by, conform to and comply with all the laws of the United States and the State of South Carolina, and all of the ordinances of the City, together with the rules and regulations of the Authority for operation and management of the Center and all areas therein. The Customer will not do, or allow to be done, anything in the Licensed Area or the Center or its grounds during the term of this Agreement, in violation of applicable law. This covenant shall apply to the Customer, its employees, agents and/or other persons admitted to the Licensed Area by the Customer. The Customer will immediately desist from and correct all violations of applicable law upon notice from the Authority. The Customer shall be responsible for, indemnify, and hold harmless the Authority from any violations of all laws (excluding, however, any violations of law by the Authority), including but not limited to copyright laws, by every person connected with the Customer's occupancy and use of the Licensed Area.

The Customer agrees to pay promptly all taxes, excise or license fees and to obtain all licenses or permits for use of the Licensed Area as required by law, and agrees to provide evidence of same to the Authority

upon request. The Customer also agrees to advise all exhibitors offering goods for sale that applicable sales tax reports must be filed, and taxes paid, designating that sales were made in the Center.

4. **Indemnification and Assumption of the Risk:** Customer shall hold harmless and indemnify the Authority from any claims asserted by any person connected with the Customer's occupancy and use of the Licensed Area arising from the exposure to COVID-19 or any other naturally occurring disease during a public health emergency or at any other time, including attorney's fees and costs. Any and all persons who enter the Licensed Area during a declared public health emergency knowingly and voluntarily assume the risk of potential exposure to Covid-19 and related illnesses. Any person's voluntary presence within the Licensed Area is deemed to be a full release of liability to the Authority for any personal injury, including death, or other loss suffered from exposure to or contraction of a naturally occurring disease as a result of their presence on the premises or any negligence of the Authority. Customer is responsible for the communication of and compliance with all applicable public health guidelines and the Authority's associated policies during its use of the Licensed Area.

5. **Floor Plans and Event Requirements.** For events with booth space, exhibitors or and/or vendors, prior to the Customer making commitments to any parties regarding use of any portion of the Licensed Area, including assignments of exhibit space, the Customer shall provide the Authority with a full and complete floor plan for the event (including a description of all required electrical, communications systems, and plumbing work) and receive the Authority's written approval thereof. At least four (4) weeks prior to the commencement of the License Period, the Customer shall confirm the continued accuracy of the approved floor plans or such approval for any updates thereto, as well as specify required room or hall set-ups, staging, personnel requirements, and food and beverage requirements. The Customer shall be responsible for all added costs incurred because of late delivery of such materials, which shall be charged in the Authority's reasonable discretion. The Authority reserves the right to require the Customer to make reasonable changes, deletions or additions to the foregoing to assure the efficient operation of the Center for the subject event and other activities being conducted in the Center at such time.

6. **Evacuation of Facility:** Should it become necessary in the judgment of the Authority to evacuate the Center because of bomb threat or for other reasons of public safety, the Customer will retain possession of the Licensed Area for sufficient time after such evacuation to complete presentation of his activity without an increase in the Minimum License Fee, provided that such time does not interfere with another future user of the Licensed Area. If it is not possible to complete presentation of the activity, the Minimum License Fee and the Additional Charges, if any, shall be forfeited, prorated, or adjusted at the discretion of the Authority and the Customer hereby waives any claim for damages or compensation from the Authority.

7. **Responsibility for Property:** The Authority assumes no responsibility whatsoever for any property placed in the Center, including the Licensed Area, by the Customer. The Authority is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of the Center, including the Licensed Area, by the Customer, unless it is proved that such loss, injury or damage is caused by the Authority's gross negligence or willful misconduct.

8. **Removal of Properties:** In the event that goods, wares, merchandise and property of any and all kinds and description, are left in the Center after the termination of this Agreement, then the Authority shall be and is hereby authorized to remove from the Center at the expense of the Customer, all such goods, wares, merchandise and property of any and all kinds and description. The Authority shall not be liable for any damage or loss to said goods, wares, merchandise or other property which may be sustained, either by reason of such removal or the place to which it may be removed, and the Authority is hereby expressly released from any and all claims for damages of whatever kind or nature. The Authority reserves the right to remove from the Center all effects of the Customer or any person connected to the Customer's occupancy of the Licensed Area remaining in the Center after termination of this Agreement at expense of the Customer and to charge One Hundred and no/100 Dollars (\$100.00) per day for late removal of any property remaining in the Center, or the actual expense incurred in removal and storage of such property if undertaken by the Authority, whichever is greater.

9. Seating Capacity: At no time shall the Customer sell or otherwise dispose of, or permit to be sold or otherwise dispose of, tickets in excess of the seating capacity of the Licensed Area. Further, in areas where seating is not provided the Customer shall at no time admit a larger number of persons than legally permitted or that can safely and freely move about. Further, the Customer will not permit chairs or other objects to be or remain in the passageways or exit ways and will keep all passageways and exit ways clear at all times. Sidewalks, grounds, entries, passages, vestibules, halls, elevators, abutting streets and all ways of access to public utilities of the Licensed Area shall not be obstructed by the Customer, its employees or agents, or used for any purpose other than ingress to and egress.

10. Defacement of Center: The Customer shall not injure or mar, or in any manner deface the Licensed Area, and shall not cause or permit anything to be done whereby the Center and the Licensed Area shall be in any manner injured or marred or defaced, nor shall the Customer drive or permit to be driven, any nails, hooks, tacks, screws or bolts in any part of the Center, including the Licensed Area, nor shall the Customer make or allow to be made any alteration of any kind therein or thereon, nor any adhesive tape or stickers at any location therein. The Customer shall not sell, dispense or give away or permit the sale, dispensing or giving away of gas filled balloons or adhesive stickers in the Licensed Area or in any of the halls, passageways or approaches thereto. If the Licensed Area, or any portion of the Center or its grounds, during the term of this Agreement shall be damaged by the act, default or negligence of the Customer, or by the Customer's agents, employees, or any other persons admitted to the Licensed Area by the Customer, the Customer will pay to the Authority upon demand, such sum as shall be necessary to restore the damaged area to the original condition, ordinary wear and use excepted.

11. Care of Premises: The Customer agrees to cause the Licensed Area to be kept clean and orderly and generally cared for in a reasonable manner during the term of this Agreement.

12. Approval of Services: The Authority reserves the right to approve decorators, contractors or other service people or agencies employed or engaged by the Customer, who must complete a Third Party Provider Agreement before working in the Center and provide evidence of insurance in certain instances.

13. Signs and Posters: The Customer will not post or allow to be posted or exhibited signs, advertisements, show bills, lithographs, posters, or cards of any description inside or in front of or on any part of the Center except in regular locations provided by the Authority therefore, and will use, post or exhibit only such advertisements, show bills, lithographs, posters, or cards as related to the performance or exhibition or event to be given in the Licensed Area, and for such period of time as designated in writing by the Center Vice President/General Manager. The Customer further agrees not to allow any advertising media to imply that the Authority is sponsoring or endorsing the event covered by the Agreement without the written consent of the Authority.

14. Lost Articles: The Authority shall have the sole right to collect and have the custody of articles left in the Center by the persons attending any event given or held in the Licensed Area, and the Customer or any person in the Customer's employ shall not collect or interfere with the collection or custody of such articles.

15. Assignments: The Customer shall not assign this Agreement or suffer any use of the Licensed Area other than as specified in the Agreement, or sublet the Licensed Area or any part thereof, without the prior written consent of the Authority.

16. Fire Hazards: The Customer shall not do or permit to be done anything in or upon any portion of the Center, including the Licensed Area, or bring or keep anything therein or thereupon which will in any way conflict with the conditions of any insurance policy upon the Center or part thereof, or in any way increase the rate of fire insurance upon the Center or on property kept therein, or in any way conflict with the laws relating to fires or with the regulations of the fire department, or with any of the rules, regulations or ordinances of the City or in any way obstruct or interfere with the rights of the other users of the Center or injure or annoy them. The Customer shall not, without the written consent of the Authority, put up or operate any engine, motor, or machinery on the premises, or use oils, explosives, fireworks (including sparklers), burning fluids, camphene, kerosene, naphtha, or gasoline for either

mechanical or other purposes. The Customer may not use hazer or fogger machines without prior written approval of the Authority and will be responsible for the cost of a fire watch during the Function. The Customer further agrees that all decorative material used in the Licensed Area must be flameproof and that all matters involving safety be resolved by the decision of the Center Vice President/General Manager.

The Center is a "No Smoking" facility. The Customer agrees to notify all agents, employees, or any other persons admitted to the Licensed Area by the Customer that smoking is prohibited inside the Center.

17. Discretionary Matters: Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of the Authority and/or the Center Vice President/General Manager.

18. Vacating of Licensed Area: The Customer agrees to vacate, quit and surrender the Licensed Area to the Authority at the end of the License Period in the same condition as the Licensed Area was made available to the Customer at the start of the License Period.

19. Workmen's Compensation: The Customer agrees to hold the City and the Authority harmless and to indemnify them against any claims or liability for compensation under the South Carolina Workmen's Compensation Act arising out of injuries sustained by any employees of the Customer or of any contractor or sub-contractor under the Customer.

20. Damage to Premises: The Customer acknowledges that the Licensed Area together with all furniture, fixtures and equipment located therein have been delivered to the Customer in an undamaged condition. The Customer agrees that if the Licensed Area, any portion of the Center, or any furniture, fixture or equipment located in the Licensed Area and made available for the Customer's use hereunder shall be damaged during the term of this Agreement by the act, default or negligence of the Customer, or of the Customer's employees, agents, contractors, patrons, guests, or any person admitted to the Licensed Area by the Customer, the Customer will pay to the Authority upon demand such sum as shall be necessary to restore said area to an undamaged condition. The Customer hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the Licensed Area or to any portion of the Center by the consent of the Customer or by or with the consent of any person acting for or on behalf of the Customer.

21. Attorney's Fees, Litigation Expenses: If the Customer defaults in the payment of the Minimum License Fee or any other amount or charge for which the Customer is liable hereunder or in the performance of any obligation in the part of the Customer to be performed hereunder, then in such event the Customer covenants and agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by the Authority in the collection of such amounts or charges and/or in the protection or enforcement of the Authority's rights hereunder.

22. Control, Custody, and Handling of Receipts: In the handling, control, custody, and keeping of receipts and refunds, whether the same are received through the box office or otherwise, the Authority is acting for the accommodation and sole benefit of the Customer, and that as to such receipts and funds the Authority shall be responsible only for gross neglect or willful misconduct.

23. Performance Approval: The Authority retains approval right of performance, exhibition or entertainment to be conducted in the Licensed Area, and the Customer agrees that no such activity or part thereof shall be given or held if the Authority provides written objection on the grounds of character offensive to the public morals, failure to uphold event advertising claims or violation of any laws or the Authority's rules and regulations.

24. Non-Discrimination: In its use and occupancy of the Licensed Area, the Customer shall not discriminate against any person or class by reason of age, sex, handicap, color, race, creed, religion or national origin.

25. Successors and Assigns: All terms and conditions of this Agreement shall be binding upon the parties, their heirs, successors, and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same shall be in writing signed by the duly authorized agent or agents of the parties hereto.

26. Copyrights: The Customer will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used or incorporated in any activity conducted in, on or about the Licensed Area. The Customer agrees to indemnify, defend and hold harmless the City and the Authority from any claims or costs, including legal fees, which might arise from any claims related to the use of any such materials.

27. Parking: Parking rights and privileges are reserved by the Authority with respect to any parking on the grounds of the Center and the Authority shall not be required to provide any specific parking to the Customer unless agreed in writing by the Authority. The Customer may be responsible for costs associated with a parking lot attendant is determined to be necessary by the Authority for any Function. Public parking facilities in the area will afford the Customer, its employees, agents and guests spaces for parking at prevailing rates for the area.

28. Customer Property: The Authority will make reasonable efforts to accept delivery of property addressed to the Customer one (1) business day prior to event for a handling charge of five (\$5) dollars per box. Any shipments received prior to one (1) business day prior to an event will be charged the then prevailing handling charge per box for earlier deliveries, and the Customer will indemnify and hold harmless the City and the Authority for any loss or damage to such property in the receipt, handling, care or custody of such property at any time. The Customer further indemnifies the City and the Authority from any claims or costs related to claims from any third party for loss or damage to property located on or about the Center during the time covered by this Agreement.

29. Interruption or Termination of Function: The Authority retains the right to cause the interruption of any performance or other activity in any Licensed Area in the interest of public safety and to likewise cause the termination of such performance when in the sole judgment of the Authority such action is necessary in the interest of public safety.

30. Advertising: The Customer agrees that all advertising of the event will be honest and true and will include accurate information on event times and ticket prices, if applicable.

31. Non-Exclusive Right: The Authority shall retain the right to use and/or license use of such portions of the Center as may not be covered by this Agreement. The Authority also retains the right to reenter any part of the Licensed Area should such part become vacant; and to determine that such unused portion may be offered for other use with receipts there from going to the Authority with an appropriate adjustment on the Customer's Minimum License Fee.

32. ADA Compliance: To the Authority's knowledge, the Center, as a place of "public accommodation", is in compliance with the Americans With Disabilities Act, as amended (the "ADA"). If the Customer determines that any violation of the ADA exists with respect to the Center, the Customer shall promptly notify the Authority in writing and the Authority shall endeavor to comply with the ADA in all material respects. The Customer shall comply with the ADA with respect to all activities conducted within the Licensed Area.

The Authority and the Customer shall jointly endeavor to identify organizations or individuals that can provide any auxiliary aids and services that are required by the ADA.

33. Relocation of Licensed Premises: If the Authority, in good faith but in its sole discretion, deems it necessary for the safe and orderly operation of the Center, the Authority may substitute comparable facilities for those designated above as the Licensed Area for any Function. The Customer agrees that any such relocation of Licensed Area will not constitute a breach of this Agreement.

34. **Arbitration:** At the sole and exclusive option of the Authority, any dispute, argument or claim arising out of or related directly or indirectly to this Agreement between the Authority and the Customer may be submitted to binding arbitration in Columbia, South Carolina in accordance with the rules of the American Arbitration Association.

35. **Interpretation:** All references to the City or the City of Columbia include the Columbia Public Facilities Corporation. All references to the Center, unless the context clearly requires otherwise, include the Licensed Area, all interior and exterior portions of the Center, its grounds and all parking areas operated by the Authority for use by the Customer and visitors to the Center. All references to indemnification or liability of the Authority shall include, within the coverage of such provision, shareholders, the members, board of directors, officers, employees and agents of the Authority and any other persons or entities to whom the Authority may have an obligation to protect, defend or indemnify, which specifically includes the City of Columbia.

36. **Force Majeure.** Irrespective of any provision to the contrary contained in this Agreement, neither the Authority nor the Customer shall be liable for its failure to perform its obligations under this Agreement if such non-performance is due to: (i) acts of God; (ii) war; (iii) government regulations; (iv) acts of terrorism; (v) strikes or work stoppages; (vi) civil disorder; (vii) curtailment or delay in transportation facilities preventing at least 25% of the anticipated participants of the Customer from attending the Event; (viii) floods, fire, earthquakes and other disasters or catastrophes; (ix) global health conditions (including but not limited to any epidemic, pandemic or disease outbreak such as COVID-19); (x) unreasonable and extreme inclement weather; (xi) public utility failure; (xii) declaration of a “severe” (Level Red) risk of terrorist attack by the US Department of Homeland Security; (xiii) issuance of a travel advisory for the region in which the Center is located by the World Health Organization; or (xiv) any other emergency beyond the control of either party. This Agreement may be terminated by written notice from one party to the other without a cancellation charge for any of the above reasons if it becomes inadvisable, illegal or impossible to provide the License Facilities or hold the Event (or to continue the Event for the full term of the License Period if the Event has commenced). In the event of termination of this Agreement due to any of the above reasons, any unearned and unpaid portion of the License Fee shall abate, or, if previously paid, shall be refunded by the Authority to the Customer.

37. **Cumulative Remedies:** All rights, powers and privileges conferred hereunder upon the Authority shall be cumulative and shall not be restricted to those given by law.

38. **Notices:** All notices required or permitted to be given to any party pursuant to this Agreement shall be in writing and delivered personally, or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, or by facsimile or email. If given by facsimile or email, the notice shall be deemed to have been given upon receipt of a confirmation or reply, respectively. All other such notices to either party shall be deemed to have been provided when delivered, if delivered personally or refused by those individuals or entities addressed below. The designation of the individuals to be so notified and the addresses of such persons or entities for the purpose of notice may be changed from time to time by written notice to the other party, in a manner provided herein for giving notice, which shall be deemed effective ten (10) days after such written notice of change is furnished to the other party.

To Authority: Vice President/General Manager
Columbia Metropolitan Convention Center
1101 Lincoln Street
Columbia, South Carolina 29201

To Customer: At the address set forth on page 1 of the Agreement

39. **Entire Agreement:** This Agreement contains the complete and exclusive agreement between the parties and is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this Agreement has been or is relied upon by any party. Each party has relied upon its own examination of the full Agreement and the provisions thereof, the counsel or its own

advisors, and the warranties, representation and the covenants expressly contained herein. No modification or amendment of this Agreement shall be in force unless in writing executed by all parties hereto.

40. Headings: The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

41. Waiver: No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

42. Severability: In the event any provision of this Agreement or the application thereto to any person or circumstance shall be inapplicable, invalid, illegal or unenforceable in any respect, the remainder of this Agreement and application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

43. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of South Carolina.

44. Counterparts/Signatures: This Agreement may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement. Signature pages may be assembled to create a fully executed instrument, and signature pages may be provided by telephonic facsimile (FAX), portable document format (PDF) or other electronic means (which in each case shall constitute an electronic signature), and, upon receipt, shall be deemed original signature pages binding upon the parties submitting the same.