

Close Out Statement Regarding
Miss Universe/City of Doral Principal Hosting
Agreement

WHEREAS, MISS UNIVERSE L.P., LLLP, a Delaware limited liability limited partnership with its principal office at 1370 Avenue of the Americas, New York, New York 10019 ("Producer"), and the City of Doral ("Host") collectively the "Parties," executed the Principal Hosting Agreement in connection with the 2014 MISS UNIVERSE® Pageant ("Program") on September 17, 2014 ("Agreement"); and

WHEREAS, the Agreement is hereby incorporated herein in its entirety; and

WHEREAS, In connection with Producer's efforts to assist Host in offsetting and reducing the Cash Fee payment due and payable from Host to Producer pursuant to the Agreement, Producer helped manage and assisted in finalizing commitments from potential sponsors and developers ("Sponsors"):

WHEREAS, Producer agreed to maintain the responsibility to formalize contractual relationships with, and collect financial commitments from, the Sponsors. Producer further agreed that the net revenue received from any of the Sponsors would be credited to Host and applied to the third and final payment referenced in Paragraph 3(a) of the Agreement. The Parties hereby agreed that, if any payments made by the Host to the Producer in accordance with the Agreement and any funds paid to the Producer by the Sponsors and/or other sponsors collaboratively obtained in the aggregate pursuant to Section 4 hereof exceed the Host fee, then, subject to the provisions of this Addendum (including the assignment and retention by Producer of a reasonable percentage of fees received based on Host inventory not available but used per Sections 3 and 4 of this Agreement), Producer shall pay to the Host any mutually agreed upon overage within thirty (30) days of the Pageant.

WHEREAS, Host agreed that any contractual obligations entered into between Producer and the foregoing Sponsors would be deducted from the corresponding contractual obligations between Producer and Host pursuant to the Agreement. By way of example but not limitation, if one of the Sponsors referred to herein paid for Twenty (:20) seconds in the Program, such :20 would be reduced from the Three (3:00) minutes reserved for Host pursuant to Section 2(a)(ii) of the Agreement. If Host requested that any of the foregoing Sponsor obligations not reduce Host's contractual inventory or Host did not maintain the requisite inventory to fulfill the request and Producer agreed to accommodate such request, the parties agreed to assign a reasonable percentage of that particular Sponsor fee to be retained by Producer and not subtracted from Host's fee payable to Producer.

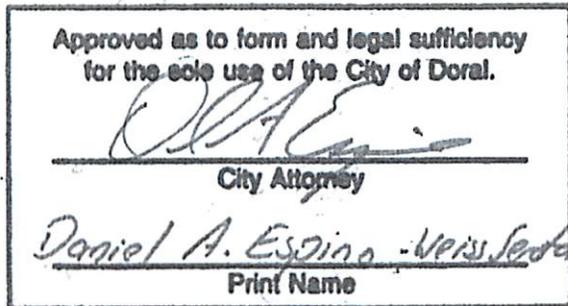
WHEREAS, The Parties further agreed that any revenue received from sponsorships entered into as a result of the joint efforts of the parties other than those listed herein or otherwise referred to in the Agreement would be split evenly by the parties so long as the contractual obligations therein are also split jointly. Again, by way of example but not limitation, if an additional sponsor was approached jointly and agreed to pay for Thirty (:30) seconds in the Program, Host agreed that Fifteen (:15) seconds of that time would be reduced from the Three (3:00) minutes reserved for Host pursuant to Section 2(a)(ii) of the Agreement. If Host requested that any of the sponsor obligations referred to in this paragraph not reduce Host's contractual inventory or Host did not maintain the requisite inventory to fulfill the request and Producer agreed to accommodate such request, the

Parties agreed to assign a different percentage split for such sponsor.

NOW THEREFORE, the Parties agree as follows:

1. Host did not incur any additional expenses with respect to the fulfillment of any of the Sponsor obligations incurred; and
2. Funds needed to fulfill obligations to Sponsors not available in Host's inventory (including but not limited to tickets, events, web videos, etc.) came from the Sponsor amounts and/or Producer; and
3. Subject to the Agreement and this Close Out Statement between the Parties, a total of One Million US Dollars (\$1,000,000) has been credited to the Host; and
4. Host does not owe Producer any additional funds to fulfill its obligations under the Agreement

IN WITNESS HEREOF, the Parties have executed, or caused their duly authorized representatives to execute, this Agreement as of the day and year set forth below.



HOST
CITY OF DORAL

By: [Signature] - (E. Lawler)

Dated: 4.29.15

PRODUCER:
MISS UNIVERSE L.P., LLLP

By: [Signature]

Dated: 4/29/15