R2018-14: RESOLUTION AMENDING RESOLUTION 2018-08 APPROVING A 1 SPECIAL EVENT PERMIT ISSUED TO MOSAIC NORTH AMERICA, LLC. ON 2 BEHALF OF BUD LIGHT FOR THE "BUD LIGHT GETAWAY CONCERT" ON 3 JULY 14, 2018 TO CHANGE THE VENUE FROM THE KINGS HIGHWAY 4 PAVILION SITE TO THE OCEANFRONT PAVILION SITE. 5

Applicant/Purpose: Mosaic North America/Brad Fogle on behalf of The Bud Light Getaway Concert & to confirm City co-sponsorship.

7 8 9

10

11

12

13

14

15 16

17

18

19

20

21

22

6

#### **Brief:**

- Mosaic North America & Bud Light have teamed to produce "The Bud Light Getaway Concert" scheduled for 7/14/18, at the Burroughs & Chapin Pavilion Place. Contestants from across the southeast will be eligible to win an allexpenses paid "Getaway" to Myrtle Beach where they will be treated to:
  - o A-list Musical Acts (Sam Hunt, Ludacris, other Artist TBD).
  - o Food Trucks and Food Vendors.
  - Bud Light & Specialty Vendors.
  - o Special Effects throughout the festival area.
  - The event promoter will host contest winners from the southeast & will also sale tickets, capping the event to 3000 participants only.
  - This event was originally approved in R2017-08 w/ the location in the Pavilion site between Kings Highway & Ocean Boulevard.
  - The promoter has asked for reconsideration to hold the event on the Oceanfront Pavilion site.

23 24 25

26

27

28 29

30

31

32

33

#### **Issues:**

- In proposed resolution Council recognizes that:
  - The event will be held on the Oceanfront Pavilion site, to include the 8<sup>th</sup> Ave Street-end for load in/out (Ocean Boulevard will remain open).
  - o The event venue will be surrounded by an 8' chain-link fence w/ hydrobarriers for protection of concert participants.
  - o Manager is authorized to make minor changes as he deems necessary.
  - o Businesses are authorized to display temporary welcome signs.
  - The City welcomes event participants.
- The Special Events Committee voted unanimously for approval as amended.

34 35

Public Notification: Normal meeting notification.

36 37 38

#### **Alternatives:**

- Do not pass resolution.
- Amend resolution.

40 41 42

39

Increased business license, A-Tax, & hospitality fee revenues Financial Impact: attributable to crowds drawn by "2018 Bud Light Getaway Concert".

43 44 45

Manager's Recommendation: I recommend approval of the Special Event Permit as amended.

46 47 48

Attachment(s): Proposed resolution, application, & site plan.

# 11 12

# CITY OF MYRTLE BEACH **COUNTY OF HORRY** STATE OF SOUTH CAROLINA

**RESOLUTION AMENDING RESOLUTION 2018-**08 APPROVING A SPECIAL EVENT PERMIT ISSUED TO MOSAIC NORTH AMERICA, LLC. ON BEHALF OF BUD LIGHT FOR THE "BUD LIGHT **GETAWAY CONCERT" ON JULY 14. 2018 TO** CHANGE THE VENUE FROM THE KINGS **HIGHWAY PAVILION** SITE TO THE OCEANFRONT PAVILION SITE.

13 14

WHEREAS. Mosaic North America / Brad Fogle in conjunction with Bud Light has planned a destination event to be known as the "Bud Light Getaway Concert" (the "Event") for July 14, 2018, from 4:00 p.m. until 11:00 p.m.: and

16 17 18

15

WHEREAS, the Event will include nationally recognized artist: and

19 20 21

WHEREAS, the Event will also include special effects, food, and merchandise vendors; and

22 23

WHEREAS, the Event will be limited to 3,000 spectators and contest winners; and

24 25

26

WHEREAS, the City will benefit from the fact that this Event will be promoted to the entire Southeast Region of the United States, and is the first of several nationwide events which are to take place in the 2018/2019; and

27 28 29

WHEREAS, R2018-08 was originally approved on February 27, 2018, and authorized the Event to take place on the Pavilion site between Kings Highway and Ocean Boulevard; and

31 32 33

30

WHEREAS, the promoter has asked for reconsideration to move the Event to the Oceanfront Pavilion Site, and

34 35 36

WHEREAS, this revised proposal was unanimously approved by City's Special Events **Technical Review Committee.** 

37 38 39

#### NOW, THEREFORE, BE IT RESOLVED that:

40 41

1. The "Bud Light Getaway Concert" is hereby declared a Special Event to be held on July 14, 2018.

42 43

2. The attached amended site plan is hereby adopted by reference.

44 45 3. The City Manager is authorized to make changes as he deems necessary in keeping with the nature of the event and as circumstances dictate.

46 47

4. Between July 7 and July 14, 2017, area businesses are authorized to display temporary signs to welcome Event participants.

48

5. City Council extends a warm invitation and welcome to area residents and outof-town visitors to enjoy the "Bud Light Getaway Concert" on July 14, 2017.

49 50

SIGNED, SEALED and DATED, this 13th day of March 2018.

51

1			
2		BRENDA BETHUNE, MAYOR	
3 4	ATTEST:	DRENDA DETTIONE, MATOR	
4	ATTEST.		
5			
0 7	JOAN GROVE, CITY CLERK		

## APPLICATION FOR SPECIAL EVENTS PERMIT

Within the City of Myrtle Beach, SC (Please print legibly or type)
(Must be submitted 30 days prior to the event)

1. Name of Activity/Event: Getaway			
2. Type and Purpose of Event: See attached document for details around event			
3. Location of Event; The Burroughs and Chaplin Pavillon Place	26		
4. Organization: Mosale North America			
5. Applicant: Grayson Wambach			
6. Brad Fogle	Grayson Wambach		
Primary contact person 320 N. Elizabeth St, Chicago, IL 60607	Alternate contact person's name 320 N. Elizabeth St, Chicago, IL 60607		
Primary address	Alternate address		
312-617-9889	260-580-6255		
Primary telephone/fax number brad.fogle@mosaic.com	Alternate telephone/fax number grayson.wambach@mosalc.com		
Primary email address	Alternate email address		
7. Date(s) of event: July 14, 2018 Hours of operation:			
9. Expected attendance: 3,000 people			
10. Charitable Benefactor (if applicable): N/A Is group a non-profit organization:   Yes No If no, what portion of proceeds will go to charitable or			
11. How will you publicize the event? Social media and sweepstakes			
12. Are public funds being used?	s B No		
13. Does the applicant intend to gate the eve If so, please detail the amount of the fee and describe to ensure the event stays property and will include the area agreed on by	e as to how the event will be gated: The event will be gated parties involved.		
to sweepstakes winners as	Sold (amount TBD) and given away		
14. Entertainment Description (show on site p	Well. 3,000 person, Ucop. ()		
boach thermal experiences scattered throughout, food trucks cosing both sides of the fo			
Speakers/microphone needed: □ Yes □ No	Electrical hook-ups needed: A Yes D No		
15. Is a fireworks display planned in conjunc	ction with this event?		

(Fireworks displays require a SC State Permit obtained by a SC Licensed Pyrotechnician.

The fee of approximately \$300 - \$600 is based upon when the permit is issued. (15 or more days prior to the event \$300; 14 days or less \$600).

If yes, describe in detail on a separate sneet the vendors are specifically contracted or regularly services being vended and indicate whether the vendors are specifically contracted or regularly
21. Vendors: Will vendors be present at this event?  # Yes   No   No   Will vendors be present at this event?
31 Nepdoks:
(If the parade is planned for state or municipal roads, please provide written permission or approval from SCDOT and/or the City of Myrtle Beach.)
20. Parades: Is there a parade planned with this event?   Nes. please state the day, time, location, and anticipated number of participants, routes, times, staging if yes, please state the day, time, location, and alternate dates:
The applicant agrees that all alcohol sales at the event will cease no later than one hour before the scheduled end of each day of the festival. $\blacksquare$ Yes $\square$ No
real enchance
If so, Name TBD
the person(s) who will apply for the siconoir percentage from
Telephone TED  Telephone Telephone Telephone Telephone away, and the vendor is not a license holder for on-site consumption, list alcohol will be sold or given away, and the beverage license:
Telephone is to on-site consumption, list
180, 148,116
Do the alcohol vendors presently hold a license for on-premise consumption?  BY as Yes INO  BY AS IND  HE AND THE STORY OF
Have the City and State permits been applied for and/or obtained?  Permits approved for the events will be amended if ABC permits are not granted. Applicants are required to provide proof of issuance before the event.
List the exact locations and times for alcohol sales:  Times: 4pm-10pm
Y TO ANY
If yes, provide the following information:    Make provide the following information: □ Spirituous Liquor □ Beer □ Wine
Will Siconolic Develages be made available to the present of the p
<ol> <li>Alcoholic beverages be made available to the public?</li></ol>
All accounts a series of the s
18. Parking requirements:(show on site plan): No. of spaces available TBD No. of handicap TBD If required, has permission been granted for use of Event location by entity other than the City of Myrtle Beach?   Myrtle Beach?   Yes   No If yes, please attached proof of authorization.
17. Signage: Will any signs, banners or pennants be posted or hung? Describe the proposed location(s) and include specific details on site plan. See site plan.
Ground Lesse Agreement to sign and confirm.
16. 10 What extent have been received? Have initiated conversation with the property owner and have received.
16. To what extent has the applicant communicated with adjacent property owners, and
bns granwo vtraciono tragalise diim batalianna in manara in manara and

licensed. Please indicate exact location of vendors on the site plan.
22. FOOD SERVICE: Will food be prepared at this event?
23. Prior Events: Is this a first time event?  Yes I No Has this event occurred five (5) or more times in the preceding years?  Yes I No If so, please list the years:
24. Emergency Medical Services: An approved EMS plan is required to receive a permit for the event. Please attach appropriate documentation (attach additional pages as necessary). (Call City of Myrtle Beach Fire Department at 918-1109 for questions.)
25. Security Plan: (Call City of Myrtle Beach Police Department at 918-1366 for questions.)  Has the Police Department approved a security plan? □ Yes ■ No Detail your security plans during event. (attach additional pages as necessary).  (The plan shall specify  a. The number of POST-certified off-duty law enforcement personnel and private security guards which the applicant plans to hire — where the number of off-duty law enforcement personnel shall be the same or more than the number of private security guards. b.The arrangements the applicant has made for hiring them. c. Details of the plan for payment.
If no, you must engage qualified security consultants to provide the Police Department with a security plan for approval. A security plan must be approved in order to receive a permit for this event.
If yes, please attach appropriate documentation.
26. Cleanup of Event Area:  Detail your plan to keep site and adjacent public and private property free of trash and debris generated by this activity:  We will have large waste management dumpsters, variety of trash cans, and recycling on premise. Enough to account for the amount of people on site. See attached document for post event details.
If using a private sanitation company, give name, contact person and telephone number:
Will additional trash receptacles need to be placed in the event area? ☐ Yes ■ No ☐ If Yes, please contact the City of Myrtle Beach Solid Waste Division (843-918-2160), and they will assist in determining the number of receptacles needed as well as the cost for providing the additional service. If this service is used, payment is due five (5) days before the event.
27. Street Closings: (Please attach documents from SCDOT and/or City of Myrtle Beach authorizing this closure.) Streets to be closed: TBD Day/Dates: TBD Closing Time: TBD
Opening Time: TBD

- 28. Insurance: (Certificate of Insurance to be sent to City of Myrtle Beach Risk Department; for questions call 918-1007.)
  - 1) Coverage shall be written on an occurrence basis and provide Premises/Operations: Independent Contractors: Products/Completed Operations: Contractual and Broad Form Property Damage.

2) Minimum Limits of Liability will be \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

- 3) The City of Myrtle Beach shall be named as "additional insured" and the policy endorsed to require that the City be provided thirty (30) days written notice of coverage modification or cancellation.
- 4) A certificate of insurance will be provided to the City ten (10) days prior to the beginning date of the event permitted herein.
- 5) Additional limits or coverages may be required by the Risk Manager to address specific special or unusual hazards.

29.	Special	Requirements:
-----	---------	---------------

Are there any special or unusual requirements that may be imposed or created by virtue of the proposed event activity? ■ Yes □ No

If Yes, please explain: See attached document for further event details.

## SITE PLAN

(The site plan must accompany your Special Event application or the application will be considered incomplete and returned to the applicant.)

### Site Plan Size Requirement:

The City may be able to provide a base map of the area upon request. Must be presented on 8 1/2" x 11" letter size paper

#### Site Plan must include the following:

- 1) Location and number of all structures with respect to the existing buildings, property lines, roads and walkways. to include
  - Tents/detail description of size/state if tent is fully or partially enclosed/number of tents; Indicate activity in each tent.
  - Grandstands/size/capacity O
  - Stage include electrical hook-ups and engineer certification
  - All electrical hook-ups/generators
  - All speakers/hook-ups
  - Vendor booths, size and description of goods sold п
  - Refreshment stands
  - Restroom accommodations (include number of handicap accessible); please advise if you а will require a source of potable water.
  - **Tables**
  - Trash and recycling receptacles
  - Signs with size indicated (must identify all signs visible from public roadway)
  - Parking areas/include handicap spaces available and number
  - Vehicle/trailer locations
  - Perimeter fencing, barricades, barriers, and all entry/exit points.

# Additional applications/licenses or permits required:

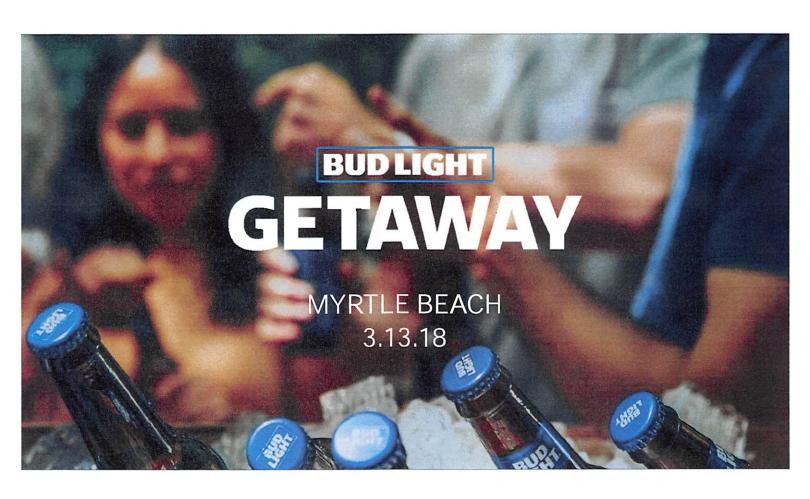
- 1) Tent permit from City Construction Services Department (843-918-1111).
- 2) Business licenses from City Business Office for all vendors (843-918-1151). (The business license form is also available on the City website.
- 3) Liquor license and/or beer/wine license from the State of South Carolina.
- 4) Street closure permits from SCDOT and/or the City of Myrtle Beach.

# REVIEW YOUR APPLICATION PRIOR TO SUBMITTAL !!

Please fill out the application completely. All applications are considered new and "same as last year" is not an appropriate answer. A complete application includes the required site plan of the correct size and security plans described herein.

By my signature below, I certify that I have actual authority to make this application, and to bind the organization, if any, sponsoring the event, and that I, or the organization, will be financially responsible for any costs or fees that may be imposed for the Event.

may be imposed to	or the Event.			
Date Submitted:	11/13/2017	Signature of Applicant:	Grayson Wamback	



# OVERVIEW OF THE DAY

SATURDAY JULY 14, 2018

## 5PM-11PM



# CITY REQUESTS

# REQUESTS DETAILS TIMING

Road Closure	8 <sup>th</sup> avenue, east of Ocean (dead end area only)	July 12 <sup>th</sup> – 15 <sup>th</sup>
Reserved Street Parking North Side of 8th Avenue		July 14 <sup>th</sup>
Noise Ordinance	Late Variance (til 4a)	July 14 <sup>th</sup> –15 <sup>th</sup>

# **OPERATIONS**

# LOCAL PARTNERSHIPS

Charity

Surfriders Grand Strand

Beer

**Better Brands** 

Jason Hayes/Brenda Bethune

Land Lease

Burroughs & Chapin

Pat Walsh

Advertising & Admin

**Dtwn Redevelopment Corp** 

Lauren Clever

Parking Lots

Single lot @ 8th and Ocean Blvd

Chris Walker

Catering

Palmetto Event Productions

Amie Lee

**Pyrotecnics** 

Recycling/Waste

Waste Management

Ed Marr

Pyrotechnico

Justin Pruett

Hotels

Chamber of Commerce

Brad Dean, Mikki Walls

# All Paid Ticket Proceeds Locally Donated

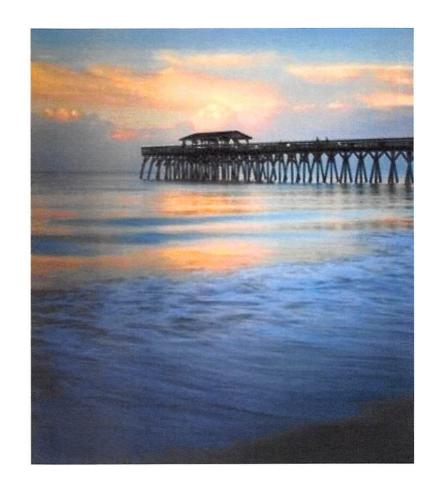


## Overview:

 Non-profit keeps the beaches and waves clean in Myrtle Beach and the greater Carolinas

## Why it makes sense for us:

Keeping the summer
 Getaway's clean for years to come



# **SECURITY**

MANAGERS	S
EVENTS	GUARD
SPECIAL	LOCAL

LOAD IN	9th-11th	2	12
	12 <sup>th</sup> -13 <sup>th</sup>	6	12
EVENT	14 <sup>th</sup>	6	46
LOAD OUT	15 <sup>th</sup> -16 <sup>th</sup>	2	12



#### **FENCING**

- 8'H chain link fencing with mesh graphics surrounding footprint
  - 3,200 sq ft of branded mesh graphics ext. facing at entrance
  - Unbranded mesh surrounding all other perimeter

#### **EMS PLAN**

- · First Aid (fully enclosed) tent inside footprint
- · Ambulance staged just outside footprint on 8th Ave

Security will be provided by PATRIOT GROUP, a global security firm that has worked with Anheuser–Busch/Bud Light since 2014.

Security will be onsite 24/7, beginning Monday, July 9<sup>th</sup>. They will develop, plan, and manage security for Getaway's outer, middle, and inner perimeters, including ensuring orderly cue lines, checking ID's for consumers entering the site, and overseeing EMS.

# **ENTRANCE PLAN**

#### **GENERAL ADMISSION**

- Patriot Group will check all IDs; all consumers will be required to have a valid 21+ ID
- · Tickets will be scanned
- Consumers will walk through Magnetometer
   + bag check
- (13) Brand Ambassador's will be on hand to welcome consumers, attach FastBar wristband, and "activate" wristband with consumer phone #
- All guests will receive (1) complimentary Bud Light at the Welcome Bar

We'll pre-screen the first (500) consumers and place in holding area for entry when gates open.

#### VIP

- There will be a separate, expedited entrance for VIP, Media, and Influencers
- MOSAIC will check names on the VIP RSVP list
- PATRIOT will check IDs, conduct bag check, + handheld wand screening
- (2) Brand Ambassadors will be on hand for FastBar wristband and activation

# FOOD & BEVERAGE

# PALMETTO EVENT PRODUCTIONS will oversee F&B operations

- Obtain a temporary ABL-900 license (Application Packet for Special Event Beer, Wine and Alcoholic Liquor) for the event for beer sales
- Schedule bar staff (bartenders, runners)
- Coordinate product and cold storage through BETTER BRANDS
- · Oversee (6) food trucks

All selling onsite is cashless, through FastBar RFD wristbands.

#### POTENTIAL FOOD VENDORS

- Charleston Flats
- Kurbside Katering
- Trojan Cow Food Truck
- Roy's Nutz & Buttz
- Benito's Brick Oven
- Lowcountry Lobster
- · Braised in the South LLC
- Happy Thai Food Truck LLC
- Downtown Curbside Kitchen
- JP Italiano

# WASTE MANAGEMENT & RESTROOMS

#### WASTE MANAGEMENT

#### LOAD IN

- Roll-off container will be provided for bulk waste materials (including construction items) from the event set-up
- Smaller, 8 yard dumpster will be provided for any food waste, small rubbish, and non-bulk items

#### ON SITE EVENT

- · Staff on-site to provide valet collection services
- · Materials will be taken off site in real time
- · 100 barrels placed around the site
  - 50 for solid waste
  - · 50 for recycling

#### RESTROOMS

#### **GENERAL ADMISSIONS**

- · (27) restrooms
- (3) ADA restrooms

#### VIP

- · (2) trailer restrooms
- (1) ADA restroom

#### вон

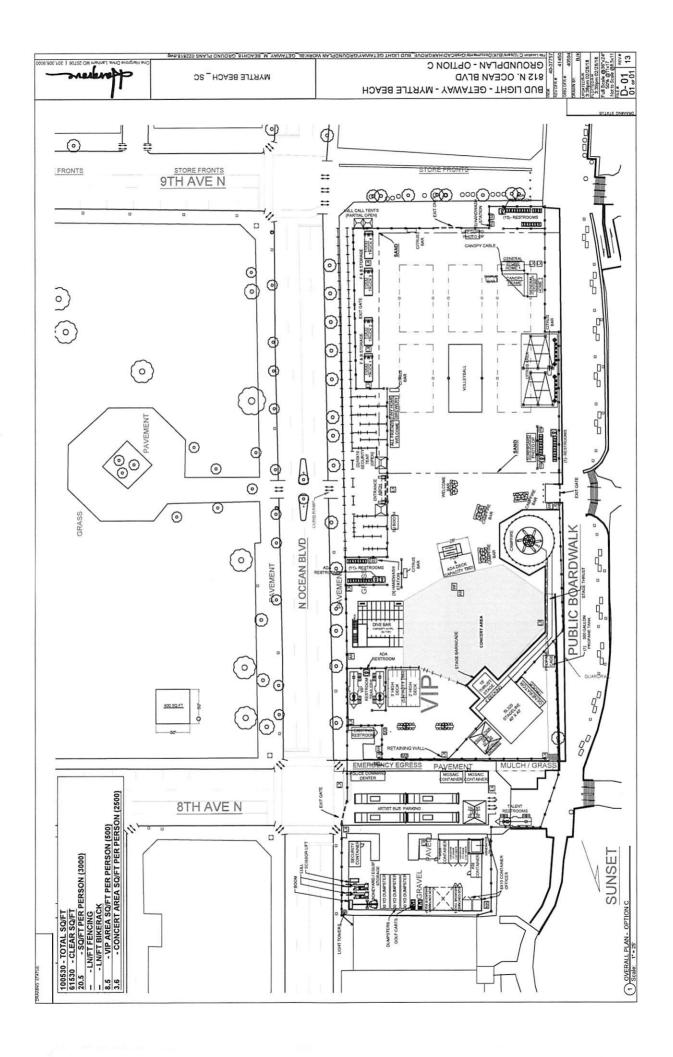
· (1) talent trailer restroom



# HOTELS / HOSPITALITY

Currently in discussions with surrounding hotels regarding room blocks for brand team, talent, production, invited media and influencers.





#### SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease") made and entered into as of			
the day of, 20 (the "Effective Date"), between MYRTLE BEACH			
DOWNTOWN REDEVELOPMENT CORPORATION, a South Carolina corporation			
("Sublessor"), and Mosaic Sales Solutions US Operating Co.,			
LLC			
Sublessor and Sublessee are at times collectively referred to hereinafter as the "Parties" or			
individually as the "Party."			
WITNESSETH:			
In consideration of the mutual covenants and agreements contained herein, the Parties hereto agree for themselves, their successors and assigns, as follows:			
1. <b>PREMISES</b> . Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor for the term specified below, and upon all of the conditions set forth herein, that certain tract or parcel of land located in or near the City of Myrtle Beach, Horry County, South Carolina, as shown on <b>EXHIBIT "A"</b> , attached hereto and made a part hereof (the " <b>Premises</b> ").			
2. <u>TERM</u> . The term of this Sublease shall commence on <u>July 7</u> , 20 <u>18</u> and end on <u>July 17</u> , 20 <u>18</u> , (the " <u>Term</u> ") unless sooner terminated pursuant to any provision hereof, including earlier termination of the Ground Lease.			
3. <b>GROUND LEASE</b> . Sublessor is the tenant of the Premises by virtue of a lease, (the "Ground Lease"), a copy of which is attached hereto made a part hereof as <b>EXHIBIT</b> "B", wherein Myrtle Beach Farms Company, Inc. is the landlord (the "Landlord"). This Sublease is and shall at all times be subject and subordinate to the Ground Lease. The terms, conditions and respective obligations of Sublessor and Sublessee to each other under this Sublease shall be the terms and conditions of the Ground Lease.			
4. <u>ADMINISTRATIVE FEE</u> . Sublessee shall pay to Sublessor a non-refundable fee of Five Hundred and no/100ths (\$500.00) Dollars immediately upon the full execution of this Sublease.			
5. <b>RENT</b> . Sublessee shall pay to Sublessor FIVE THOUSAND and ZERO/100ths (\$5,000.00) Dollars on the FIRST day of the Term.			
6. <u>USE OF PREMISES</u> . (a) Sublessee covenants and agrees that the Premises shall be used and occupied only for activities as described in <u>EXHIBIT "C"</u> and for no other purpose. (b) Sublessor shall require and provide Sublessee to display or install "Burroughs & Chapin Pavilion Place" signage at controlled entrance points based on the terms of the Ground Lease. Sublessor shall also require Sublessee to incorporate into all stage banners the "Burroughs & Chapin Pavilion Place" logo based on the terms of the Ground Lease.			
7. <u>UTILITIES</u> . Sublessee shall pay, prior to delinquency, all electricity,			

water, sewer, trash removal, and all other utility charges and costs of any kind for utilities used

this Sublease. Sublessor is not responsible for any interruptions or curtailments in utility services. Sublessor hereby reserves the right to grant perpetual utility and/or other easements over, under, and across the Premises to the applicable private, public, or governmental authorities for purposes of installing, constructing, reconstructing, using, operating, repairing, replacing, maintaining, relocating, and/or removing any utility lines and/or facilities. Sublessee agrees, from time to time within five (5) days of Sublessor's request, to execute and deliver to Sublessor any reasonable instruments presented to Sublessee by Sublessor which grant such utility and other easements over, across, and under the Premises to any applicable private, public, or governmental authorities for the purposes described hereinabove.

- 8. <u>IMPROVEMENTS</u>. (a.)Sublessee shall be solely responsible for the installation and maintenance of improvements on the Premises, as shown on <u>EXHIBIT "D"</u>, attached hereto and made a part hereof.
- 9. <u>INSURANCE</u>. Sublessee shall obtain, on or before the earlier of the Effective Date or Sublessee's entering the Premises for any purpose, and keep in force at all times thereafter during the Term of this Sublease, the following insurance coverages with respect to the Premises:
- Commercial general liability insurance, with contractual liability (a) broad form liability endorsement insuring against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of any construction work being done on the Premises, or arising out of the use or occupancy of the Premises, or in any way occasioned by or arising out of the activities of Sublessor, its agents, contractors, employees, guests, invitees, or licensees in the Premises, the limits of such policy or policies to be in amounts not less than [\$1,000,000.00 / \$10,000,000.00 DRC WILL FINALIZE AMOUNT OR SUBSTITUTE ALTERNATE COVERAGE DEPENDING ON THE EVENT AND INSTRUCTION FROM LANDLORD for each occurrence for bodily injury and property damage. It shall be stated on the certificate of insurance that the insurance shall be primary, non-contributory and not in excess. MYRTLE BEACH DOWNTOWN REDEVELOPMENT CORPORATION and MYRTLE BEACH FARMS COMPANY, INC. shall be named as "additional insured" and the policy endorsed to require that Sublessor and Landlord be provided ten (10) days written notice in the event of coverage modification or cancellation. A certificate of insurance must be provided to Sublessor fifteen (15) days prior to the beginning date of the event permitted herein.
- (b) Such other types of insurance in form and amount which Sublessor shall reasonably deem to be prudent for Sublessee to carry.
- observe and comply with all laws, rules, orders, zoning ordinances, regulations, and requirements applicable to the Premises and all buildings and improvements thereon, or to repairs or alterations thereof, and shall also at its own cost and expense promptly comply with all laws, rules, orders, and regulations. If Sublessee fails to comply with any of the foregoing requirements, Sublessor may, at its option and after twenty (20) days' written notice to Sublessee of its intention to do so, comply with the same for the account of Sublessee, and Sublessee shall upon demand pay to Sublessor the cost of such compliance including reasonable expenses, \interest, attorneys' fees, and costs incurred in connection therewith.

- and Sublessor's officers, directors, employees, and agents from liability or responsibility for any loss or damage to their respective property covered by insurance policies, or which would have been covered by insurance if Sublessee had complied with the terms and provisions of this Sublease. This release shall likewise apply to anyone claiming through or under Sublessee by way of subrogation or otherwise, even if the occurrence was caused by the fault or negligence of Sublessor or anyone under their control.
- Sublessor, its agents, contractors, servants, and employees harmless from and against any and all third party claims and demands (except such as result from the gross negligence or willful misconduct of Sublessor, or its agents, contractors, servants, or employees) for, or in connection with, any accident, injury, or damage whatsoever caused to any person or property arising, directly or indirectly, out of the business conducted in or the use and/or occupancy of the Premises or occurring in, on or about the Premises or any part thereof, or arising directly or indirectly, from any act or omission of Sublessee or any concessionaire or sub-tenant or their respective licensees, servants, agents, employees, or contractors, and from and against any and all costs, expenses, and liabilities incurred in connection with any such claims and/or proceedings brought thereon. The insurance coverage maintained by Sublessee pursuant to this Sublease shall specifically insure the contractual obligations of Sublessee as set forth in this Section and/or as provided in this Sublease.

This Section shall survive the termination or expiration of this Sublease.

- 13. MECHANIC'S LIENS. If any mechanic's lien or other lien or order for the payment of money shall be filed against the Premises or any building(s) or improvements thereon by reason of or arising out of any labor or material furnished or alleged to have been furnished to or for Sublessee at the Premises, or for or by reason of any change, alteration, or addition by Sublessee, or the cost or expense thereof, or any contract relating thereto, or against Sublessor, then Sublessee shall within thirty (30) days after the filing of any such lien cause the same to be cancelled and discharged of record by bond or otherwise at the expense of Sublessee, and shall defend on behalf of Sublessor, at Sublessee's sole cost and expense, any action, suit, or proceeding which may be brought thereon or for the enforcement of such lien or order, and Sublessee shall pay any damages and discharge any judgment entered thereon and shall indemnify and save harmless Sublessor from any claim or damage resulting therefrom. If Sublessee fails to perform its obligations under this Section, in addition to any other remedies available to Sublessor under this Sublease or otherwise, Sublessor may at its option discharge such lien, in which event Sublessee agrees to pay Sublessor a sum equal to the amount of the lien thus discharged by Sublessor plus Sublessor's internal administrative costs, attorneys' fees, Interest, expenses and damages thereby caused Sublessor.
- Sublessee's employees, agents, invitees, licensees, and contractors shall not cause, permit, or allow any substances, chemicals, materials, or pollutants (whether solid, liquid, or gaseous) deemed to be toxic or hazardous or the manufacture, storage, transport, or disposal of which is regulated, governed, restricted, or prohibited by any federal, state, or local agency or authority, or under any federal, state, or local law, ordinance, rule, or regulation related to the environment, health, or safety (collectively, "Environmental Laws"), including, without limitation, any oil,

gasoline, petroleum, petroleum by-products, hazardous substances, toxic substances, hazardous waste, asbestos, or asbestos containing materials (collectively, "Hazardous Materials") to be handled, placed, stored, dumped, released, manufactured, used, transported, or located on, in, under, or about the Premises; provided, however, Sublessee shall be permitted to use and otherwise handle on the Premises minor quantities of such Hazardous Materials as are ordinarily and typically used and handled as part of the Permitted Use so long as such Hazardous Materials are used and handled in accordance with all Environmental Laws. Upon the expiration or earlier termination of this Ground Lease, Sublessee shall, at Sublessee's sole cost and expense, remove all Hazardous Materials from the Premises, except to the extent placed upon the Premises by Sublessor.

- (b) Sublessee shall give Sublessor immediate written notice of any problem, spill, discharge, threatened discharge, or discovery of any Hazardous Materials on or about the Premises or claim thereof. If such problem, spill, discharge, threatened discharge, or discovery was caused by Sublessee or any of Sublessee's employees, agents, contractors, invitees, guests, or licensees, then such notice shall include a description of measures proposed to be taken by Sublessee to contain and/or remediate the release of such Hazardous Materials and any resultant damage to or impact on property, persons, and/or the environment (which term includes, without limitation, soil, surface water, or groundwater). Upon Sublessor's approval and at Sublessee's own cost and expense, Sublessee shall promptly take all steps necessary to clean up and remediate any release of such Hazardous Materials, comply with all Environmental Laws, and otherwise report and/or coordinate with Sublessor and all appropriate governmental agencies.
- (c) Sublessee shall indemnify, release, defend (with counsel acceptable to Sublessor), and hold Sublessor and Sublessor's agents, affiliates, representatives, officers, and employees harmless from and against all Liabilities (as defined below) suffered by, incurred by, or assessed against Sublessor and/or Sublessor's agents, affiliates, representatives, officers, and employees, whether incurred as a result of legal action taken by any governmental entity or agency, taken by any private claimant or taken by Sublessor, as a result of the presence, disturbance, discharge, release, removal, or cleanup of any Hazardous Materials on, in, upon, or about the Premises (except to the extent placed on the Premises by Sublessor), and/or other offsite property if caused directly or indirectly, in whole or in part, by the acts or omissions of Sublessee's agents, employees, contractors, representatives, or invitees. Sublessee's obligations and liabilities under this Section shall survive the expiration or earlier termination of this Sublease. "Liabilities" means all liabilities, expenses, demands, damages (including punitive, exemplary, and consequential damages), costs, losses, causes of action, claims, attorneys' fees, other professional fees, penalties, fines, assessments, and charges.
- 15. Surrender of Premises. Sublessee agrees, at the termination of this Sublease, whether by limitation, forfeiture, or otherwise, to quit, surrender, and deliver to Sublessor possession of the Premises with all the improvements thereon free from any liens thereon, in good condition and repair, ordinary wear and tear alone excepted, all of which shall become and remain the property of Sublessor. Sublessee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Sublease. Upon Termination of this Sublease, Sublessee shall return the Premises to the same condition as existed immediately prior to the Term of this Sublease, normal wear and tear excepted. Notwithstanding other

provisions contained in this Sublease, in the event Sublessee fails to comply with this Section, Sublessee shall pay to Sublessor Two Hundred Fifty and no/100ths (\$250.00) Dollars per day each day the Premises has not been returned to the same condition as existed immediately prior to the Term of this Sublease.

- 16. NO REPRESENTATION. Sublessee hereby agrees that the Premises shall be taken "As Is", "With All Faults", "Without any Representations or Warranties". Sublessee acknowledges that Sublessor has made no representations with respect to the physical condition of the Premises, the condition of any improvements thereon, or the laws, rules, orders, zoning, and building ordinances, regulations, and requirements of any authority applicable thereto, or that the Premises may be used for any purpose whatsoever.
- 17. Notice Shall be in writing addressed to the address of the party being notified at the address set forth below or to such other address as a party may from time to time designate by five days' Notice to the other party. Notice may be given by hand delivery, facsimile, nationally recognized express service which documents receipt of its deliveries, or by postage paid certified or registered mail with return receipt requested. Each Notice which is given, served, or sent in the manner specified in this Section shall be deemed to have been given and received as of the date it is delivered or as of the date on which delivery is refused or unclaimed by the addressee upon presentation. Notice addresses are as follows:

SUBLESSOR:	SUBLESSEE:
Downtown Redevelopment Corporation	Mosaic Sales Solutions US Operating Co., LLC
P.O. Drawer 2468	220 E Las Colinas Blvd
Myrtle Beach, South Carolina 29578-2468	<u>Irving, TX 75039</u>
Attention: David Sebok	Attention: Grayson Wambach
<u>Fax</u> : 843-918-1083	<u>Fax</u> :

18. <u>HOLDING OVER</u>. Sublessee may not remain upon the Premises after the day of expiration of the Term without Sublessor's written approval.

#### 19. **DEFAULT**.

(a) In the event there is a breach by Sublessee with respect to any of the provisions of this Sublease or its obligations under it, including the payment of rent, Sublessor shall give Sublessee written notice of such breach. After receipt of such written notice, Sublessee shall have five (5) days in which to cure any monetary breach and ten (10) days in which to cure any non-monetary breach, provided Sublessee shall have such extended period as may be required beyond the ten (10) days if the nature of the cure is such that it reasonably requires more than ten (10) days and Sublessee commences the cure within the ten (10) day period and thereafter continuously and diligently pursues the cure to completion. Sublessor may not maintain any action or effect any remedies for default against Sublessee unless and until Sublessee has failed to cure the breach within the time periods provided in this Section.

- (b) In the event there is a breach by Sublessor with respect to any of the provisions of this Sublease or its obligations under it, Sublessee shall give Sublessor written notice of such breach. After receipt of such written notice, Sublessor shall have ten (10) days in which to cure any such breach, provided Sublessor shall have such extended period as may be required beyond the ten (10) days if the nature of the cure is such that it reasonably requires more than ten (10) days and Sublessor commences the cure within the ten (10) day period and thereafter continuously and diligently pursues the cure to completion. Sublessee may not maintain any action or effect any remedies for default against Sublessor unless and until Sublessor has failed to cure the breach within the time periods provided in this Section.
- 20. **REMEDIES**. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Sublease and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

#### 21. **OTHER PROVISIONS**.

- (a) <u>Entire Agreement</u>. This Sublease contains the entire agreement of the parties and may not be amended, modified, released, or discharged, in whole or in part, except by an instrument in writing signed by the parties.
- (b) <u>Captions</u>. The captions contained in this Sublease are for convenience and reference only, and shall not be held to explain, modify, amplify, or aid in the interpretation, construction, or meanings of the provisions of this Sublease to which they relate.
- (c) <u>Provisions Severable</u>. If any provision of this Sublease shall to any extent be invalid or unenforceable, the remainder of this Sublease or the application of such provision or any portion thereof to any person or circumstances shall not be affected thereby, and each valid provision or portion thereof shall be enforceable to the fullest extent permitted by law.
- (d) <u>Relationship of Parties</u>. Nothing contained in this Sublease shall be construed to make the parties partners or joint venturers or to render either of said parties liable for the debts or obligations of the other, except as expressly provided in this Sublease.
- (e) <u>Nuisance</u>. Sublessee covenants that it will not create or maintain or allow others to create or maintain any nuisance on the Premises.
- (f) <u>Successors</u>. Subject to the provisions of this Sublease, the covenants, conditions, and agreements contained herein shall bind and inure to the benefit of Sublessor and Sublessee and their respective successors, heirs, and assigns.

- (g) <u>Applicable Law, Venue</u>. This Sublease shall be governed, construed, and enforced in accordance with the laws of the State of South Carolina. Venue for any dispute shall be proper solely in Horry County, South Carolina. <u>In addition, the parties agree to mandatorily refer any lawsuit, claim, and/or dispute resulting in litigation, to the Horry County Master In Equity for final disposition, or a Special Referee if the Master In Equity has a conflict of interest.</u>
- (h) <u>Waiver of Trial by Jury</u>. Sublessor and Sublessee hereby mutually, intentionally and knowingly waive any and all rights to trial by jury in any action, proceeding, claim, crossclaim, counterclaim, or third-party complaint brought by either party for any matters whatsoever arising out of, or in any way connected with, this Sublease, the relationship of Sublessor and Sublessee, the Premises, any business on the Premises, pre-lease discussion or negotiations, or any other matter whatsoever between or involving the parties.

Signatures commence on following page

**IN WITNESS WHEREOF**, the parties have executed this Sublease as of the Effective Date.

	SUBLESSOR:
WITNESSES:	Downtown Redevelopment Corporation a South Carolina corporation
Name:	By:
	Name:
Name:	Title:
	SUBLESSEE:
WITNESSES:	Mosaic Sales Solutions US Operating Co., LLC
Name:	By:
	Name:
Name:	Title:

# EXHIBIT "A"

## Premises (Site Plan)



# EXHIBIT "B"

## **Ground Lease (PROVIDED BY DRC)**

## EXHIBIT "C"

<u>Description of Sublessee Activities and Operations (including price for admission) and all</u>

<u>Permits, Licenses, and Insurance Certificates</u>

## EXHIBIT "D"

## Improvements Plan