



## Site License MOU

<b>Property Owner:</b>	100 East 9 <sup>th</sup> Street, LLC
<b>Over the Edge Event Site:</b>	The Lofts at 888 888 New Hampshire Street Lawrence, KS 66044
<b>Organizer</b>	Over the Edge USA Inc. With offices located at: 6555 Sugarloaf Parkway, Suite 307-180 Duluth, GA 30097
<b>Event Dates:</b>	August 24 & 25, 2018

WHEREAS, Over the Edge (the Organizer) wishes to use the site owned by the Property Owner, for an Over the Edge Event (as hereinafter defined) in connection with, and for the benefit of an Over the Edge Event as defined below.

WHEREAS, the Property Owner has agreed to allow the Organizer to manage and host a rappelling event at the property listed above which shall take place on the Event Dates indicated above.

### Terms and Conditions

1. The term of this Site License Memorandum of Understanding (this "MOU") will begin on the date it is signed by all the parties and will end 30 days post event date ("Term"), unless extended by the written agreement of all the parties. This MOU may be terminated immediately by the Organizer upon notice to the other parties if it: (i) becomes insolvent; (ii) files a petition in bankruptcy; or (iii) makes an assignment for the benefit of its creditors.
2. The parties acknowledge that no payments or reimbursements will be made under this MOU, but that the mutual obligations and benefits contained in this MOU constitute good and valuable consideration. First Management/888 Lofts will not be required to incur any costs associated with its performance under the MOU
3. Each of the Organizer and the Property Owner will have the obligations for which such Party is designated in Schedule "A" hereof.
4. For the purposes of this MOU, Over the Edge Event means the rappelling of individuals down a vertical surface and the direct rappelling related activities, as more fully described in the Site Inspection & Safety Plan ("SISP") developed by the Organizer for the Over the Edge Event, which is incorporated herein by reference, including but not limited to: training,



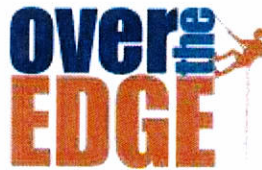
harnessing, roof top and base exclusion zones and staging areas that are supervised by the Organizer.

5. The Organizer represents and warrants that all of its obligations hereunder with respect to the Over the Edge Event shall be carried out in a professional manner, consistent with all safety and other standards set forth in the SISP. The Organizer shall comply with all laws, rules, ordinances and regulations of all federal, state or local political bodies having jurisdiction over the Over the Edge Event; and the Organizer shall obtain all necessary qualifications, permits and licenses for the Organizer to execute its duties under Schedule "A".
6. Subject to the conditions stated in Section 7 below, the Organizer shall indemnify, defend and hold the Property Owner Entities, all of the Property Owner Entities' employees, affiliates, officers, directors, mortgagees, agents and representatives, tenants and invitees (collectively, the "Property Owner Parties") completely harmless against all losses, claims, damages, costs and expenses (including reasonable attorney's fees) related to bodily injury (including death), personal injury, and property damage arising out of or relating to the Over the Edge Event including, without limitation, any participant's participation in the Over the Edge Event (collectively, "Claims") provided, however the foregoing indemnification obligation does not apply to any Claims arising from the gross negligence or wilful misconduct of any of the Property Owner Parties. For purposes of this MOU, the "Property Owner Entities" are the Property Owner First Management, Inc. and First Construction.
7. For purposes of this MOU, each of the Property Owner Parties is an "Indemnified Party". The Organizer shall be obligated to indemnify an Indemnified Party under Section 6 as to a Claim only if such Indemnified Party timely and materially complies with the reasonable requests of the Organizer and/or the Organizer's insurers for purposes of documenting, processing and evaluating any such Claim for insurance coverage purposes. For avoidance of doubt, a request of the Organizer shall be reasonable if such request relates to any item or action required by any of the Organizer's insurers as a condition of providing insurance coverage for such Claim. If the Indemnified Party so complies, and if a "suit" is brought against an Indemnified Party by reason of any Claim for which indemnity is provided to such Indemnified Party under Section 6 above, Organizer, upon notice from such party, shall resist and defend such action or proceeding, at Organizer's sole cost and expense. The obligations and conditions under Sections 6 and 7 shall survive the expiration or termination of this MOU. For purposes of this Section 7, a "suit" has the meaning given such term in the applicable insurance contract.
8. The Organizer shall obtain and keep in force through the Event Date and during the term of this MOU: (i) policies of commercial general liability insurance with reputable carriers with a minimum rating of A- (AM Best) and authorized to do business in the state in which the Over the Edge Event Site is located, with a minimum coverage of \$10,000,000.00, including coverage for bodily injury, death and property damage, liability against claims arising out of the Over the Edge Event; and (ii) workers' compensation and employer's liability insurance to meet Local and State requirements. The Property Owner Entities shall be named as additional insureds. The Organizer shall provide the Property Owner with a certificate evidencing such insurance together with such declaration pages or copies of the policy as



Owner may reasonably require fourteen (14) days prior to the Event Date. The Organizer's coverage is primary and non-contributory.

9. To the extent the building (including the roof thereof) or common areas of the Over the Edge Event Site sustain damage as a result of the Over the Edge Event, the Organizer shall be responsible for reimbursing Property Owner upon demand for the reasonable costs incurred by Property Owner in repairing any such damage or restoring or replacing the damaged portion of the building to the reasonable satisfaction of the Property Owner. The obligations of the Organizer under this provision shall survive the expiration or termination of this MOU.
10. Organizer will inspect the Over the Edge Event Site, including its roof and all other areas within which the Organizer shall execute its duties as listed in Schedule "A" hereof to find each to be suitable for the Over the Edge Event. Organizer accepts the roof of the building at the Over the Edge Event Site (including without limitation any roof anchors or other similar equipment existing on the roof) and each of such other areas in its as-is, where-is, with all faults condition, and acknowledges that Property Owner makes no representation or warranty of any kind with respect to the condition thereof. To the maximum extent permitted by applicable law, the Property Owner Entities hereby disclaim, and the Organizer waives the benefit of, any and all implied warranties, including implied warranties of fitness or suitability for a particular purpose.
11. Organizer specifically acknowledges that: (i) it is the Organizer's obligation, at its sole expense and risk, to provide the proper equipment to conduct the Over the Edge Event according to the SISP for purposes of ensuring the safety of the volunteers, instructors, and participants (for example, and not by limitation, Organizer is responsible for providing, installing and ensuring the proper use of a rappelling system); (ii) Organizer is not relying on the building at the Over the Edge Event Site containing any roof anchors or other similar equipment; and (iii) if any roof anchors or other similar equipment exist on the roof of the building at the Over the Edge Event Site, the use of such roof anchors or equipment by Organizer is at its sole risk without any representation or warranty by Property Owner as to the condition, capacity or soundness thereof.
12. Organizer must obtain the prior written consent of Property Owner for all equipment and systems to be used on the roof in connection with the Over the Edge Event and the manner in which such equipment and systems will be installed and used on the roof; however, Property Owner's approval of any such equipment or systems or the manner in which they will be installed and used shall in no way be deemed a representation or warranty by Property Owner or any Property Owner Entities that: (i) such equipment or systems are compliant with applicable laws or codes; (ii) are satisfactory for providing for the safety of Organizer or any volunteer, instructor or participant; and/or (iii) are satisfactory for providing for the protection of the building's roofing system. Organizer, at its sole expense and risk, shall be responsible for installing and operating all such equipment and systems in compliance with all applicable laws and codes and all safety and other standards set forth in the SISP.



No penetration to the roofing system of the building at the Over the Edge Event Site may be made by Organizer without the prior written consent of Property Owner (which consent may be withheld in Property Owner's sole discretion). Organizer agrees, if required by Property Owner, to use Property Owner's roofing contractor and pay such contractor's reasonable charges to make any penetrations to the building's roofing system.

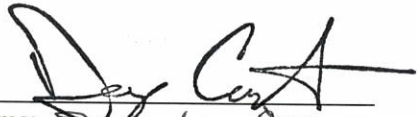
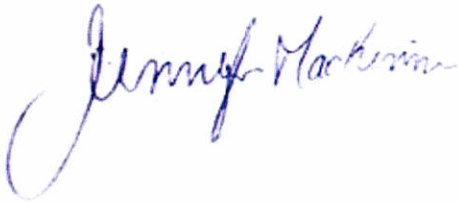
13. The right of Organizer to utilize the Over the Edge Event Site in accordance with this MOU shall constitute a revocable license only and shall not grant Organizer any property or ownership rights in the Over the Edge Event Site or create a partnership or joint venture between Organizer and Property Owner.
14. The Organizer agree that execution of the Over the Edge Event is contingent upon a physical site visit conducted by OTE technical personnel who will assess and verify that the property is a suitable location to host an event.
15. None of the parties shall be deemed to be in default of any provision of this MOU for failures in performance resulting from acts or events beyond its reasonable control (a "Force Majeure Event") for the duration of the Force Majeure Event. Such Force Majeure Events shall include but not be limited to, acts of God, civil or military authority, terrorists, civil disturbance, war, strikes, fires, other catastrophes, labor disputes, parts shortages, or other events beyond a party's reasonable control. "Force Majeure" events will not excuse the Organizer's indemnification or repair obligations.
16. **Anti-Terrorism Statement.** Property Owner hereby certifies that it does not advocate, support, assist or engage in, and has not advocated, supported, assisted or engaged in, any illegal or terrorist activity. Property Owner further certifies that it does not employ, support, assist or otherwise associate with any entities, organizations or individuals that Property Owner knows, or has reason to know, support terrorism, or that appear on any official terrorist lists published by the U.S. Government, the United Nations, the European Union, or the Property Owner's government. The Organizer represents that it shall supply a list of the rappelling participants to the Kansas Office of Emergency Management and Homeland Security, so that they may determine, to the extent such entities deem it necessary, whether any participants pose a threat or appear on any official terrorist lists published by the U.S. Government, the United Nations, the European Union, or the Property Owner's government.
17. If any of the provisions of this MOU, or the application thereof to any person or circumstances, shall to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and every provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.
18. This MOU is made under, and shall be governed, construed and interpreted by, and in accordance with, the laws of the State of which the Over the Edge Event Site exists, without regard to its choice of law or conflict of law provisions.



19. Property Owner and Organizer hereby warrant and represent to each other that each has the power and authority to enter into this MOU and the person executing this MOU on behalf of Property Owner or Organizer personally warrant and represent that he or she has the requisite authority to execute this MOU on behalf of Property Owner or Organizer.
20. Property Owner and Organizer expressly agree that if the signature of Property Owner and/or Organizer on this MOU is not an original, but is a digital, mechanical or electronic reproduction (such as, but not limited to, a photocopy, fax, e-mail, PDF, Adobe image, JPEG, telegram, telex or telecopy), then such digital, mechanical or electronic reproduction shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory.
21. This MOU contains the entire understanding of the parties with respect to the subject matter hereof.

*[Signatures on following page]*



<p>On behalf of the Property Owner:</p> <p>By:  Full Name: <u>Darryl Corbett</u> Title: <u>Manager</u> Date: <u>1/16/18</u></p>	<p>On behalf of Over the Edge USA, Inc</p> <p></p> <p>Per: Name: Jenn MacKinnon Title: Associate Director, Client Experience Date: January 11, 2018</p>
--	---



## Schedule A

### Property Owner Duties

- Adherence to the recommendations in the Site Inspection & Safety Plan
- Attendance at 45 & 7 Day Meetings at building's discretion (15 min duration, conference call)
- Coordinate with Over the Edge technical staff on davit arm set-up if necessary
- **Accept shipment and provide secure storage of gear:** two 4\*4 pallets (unless 3 or 4 rope event), approximately 750 – 1000 lbs **up to approximately 10 days prior to the event**
- Provide a registration area & staging area where participants can don their gear
- For staging area, please have available in the room **by 9:00 am pre-event day:**
  - 5 six foot tables, 2 chairs (set up in staging room)
  - Minimum of 3 electrical outlets in the staging room/area
- Attendance at On-Site Safety Meeting and building walk-through upon arrival of Over the Edge staff (1 hour duration – OTE provides agenda): Not-for-Profit Representative, Property Owner Representative, Chief Engineer, Security
- Advance confirmation of Event Schedule as found in Onsite Safety Meeting Agenda
- Emergency phone numbers and contacts
- Staff person with keys/access to all storage, staging, roof, training, passages/elevators between locations assigned to OTE staff, both the day prior to and the day of the event
- Cart or dolly for OTE technical staff to haul equipment to roof (crates stay in one place)
- 3 garbage cans – staging, training, roof
- Have someone present for crate pick-up after event (weekday), if applicable
- Notification of any roof work done between first point of contact and Event Day

### Organizer Duties

- Obtain permits for any municipal ordinances Copies of all permits should be delivered to Property Owner before the event is allowed to proceed.
- Work with Property Owner to provide rooftop security person
- Send information to all Event Volunteers thirty (30) days prior to Event Day outlining parking, lunch, directions, etc.; must include Event Map
- Provide signage for outlining travel routes within the Event Map
- Provide street/sidewalk/patio barriers if any closures are necessary
- Name and address of nearest hospital
- Attendance at On-Site Safety Meeting upon arrival of Over the Edge staff (1 hour duration – OTE provides agenda): Not-for-Profit Representative, Property Owner Representative, Chief Engineer, Security
- Provide:
  - Complete Media/VIP Schedule (5 copies)
  - Event Day Schedule (5 copies)
  - Event Volunteer Schedule (2 copies)



- Staging area: displays, music, video, décor, food
- Any additional items that need to be in place at building, per Site Inspection & Safety Plan or at the request of the building, prior to OTE arrival on site (i.e. plywood walkway on roof, step at railing, scaffolding, etc.)
- Distribute “Volunteer Duties” handout to volunteers and take escorts on a site-walk before event starts
- Name tags for ALL participants/staff/volunteers on event site (Avery brand stick on) – to be put on participants, NOT on helmets
- Have copies of Participant Waiver at registration for all media, participants and volunteers to sign; collected by OTE Staging Manager
- **Water on site in staging area, training area, exclusion zones and on roof**
- 4 sawhorses/police barriers for exclusion zones at bottom of rappels
- Lunch for all event/ropes volunteers and OTE staff on Event Day
- Responsible for all rappelling related activities associated or with this event, including but not limited to the roof top area, training area, and staging area
- Provide the Site Inspection & Safety Plan
- Perform the rigging of the ropes and the technical equipment for the event
- Clearly identify and pad hazards
- Inspect the building façade prior to and post event
- Provide barrier tape
- Provide personal protection equipment for media and VIP spectators
- Name Building entities as additional insured on insurance certificate for the event
- Obtain any permits required
- Provide the Agenda for the On-Site Meeting
- Follow up zero footprint philosophy as it relates to the site: there should be no trace of the event or activities leading up to event on the property within twenty-four (24) hours after the event has ended. Organizer will clean up all applicable equipment and items related to its specific duties after the Over the Edge Event in order to leave the Event Site in such condition.