

**PENNSYLVANIA CONVENTION CENTER AUTHORITY  
DIGITAL SIGNAGE ADVERTISING AGREEMENT**

**THIS DIGITAL SIGNAGE ADVERTISING AGREEMENT** (the "Agreement") is made as of September 30, 2011, by and between the Pennsylvania Convention Center Authority, an agency and instrumentality of the Commonwealth of Pennsylvania (the "Authority") and Maggiano's Holding Corporation, a Delaware corporation d/b/a Maggiano's Little Italy (the "Advertiser").

**WHEREAS**, the Authority controls and operates the Digital Signage Network (the "Digital Signage") in the Pennsylvania Convention Center; and

**WHEREAS**, the Advertiser wishes to promote itself, its products, or its services on the Digital Signage in the Pennsylvania Convention Center.

**NOW THEREFORE**, in consideration of the foregoing, the mutual promises and covenants contained herein and intending to be legally bound hereby, the Authority and the Advertiser agree as follows:

**1.0 Relationship of Parties**

- 1.1 If this Agreement is made with a media buying service or an agency representing an Advertiser, all references herein to the "Advertiser" will apply to and include the media buying service or agency.
- 1.2 If this Agreement is made with an agency, the agency may not assign this Agreement except to another agency that succeeds to its business of representing Advertiser and provided the successor agency assumes all obligations hereunder. Advertiser may, upon notice to the Authority, change its agency. Advertiser may not otherwise assign this Agreement.

**2.0 Delivery of Advertising and Production Materials**

- 2.1 All advertising materials to be displayed ("Content") on the Digital Signage shall at all times meet the specifications and guidelines provided by the Authority from time to time ("Specifications"), and shall comply with all applicable laws. All Content and materials furnished by Advertiser to the Authority (i) shall not be contrary to the public interest, (ii) shall conform to the Authority's then existing programming and operating policies and standards, and (iii) are subject to the Authority's prior approval and continuing right to reject or cause Advertiser to edit the Content. Neither the Authority nor any of its affiliates, contractors or vendors will be liable for loss or damage to Advertiser's materials or Content.

- 2.2 The Advertiser shall, in accordance with the Specifications and at its sole expense, produce and deliver the Content to the Authority at least ten (10) days prior to the Start Date shown on Exhibit "A" attached to and made part of this Agreement.

The Authority shall, at its own cost, program and install the Content on the Digital Signage on the Start Date. If the Content has not been delivered in a timely manner or if it does not conform to the Specifications, the Authority may, in its sole discretion, (i) install the Content, or (ii) notify Advertiser that the Content is not being installed until a conforming version is provided. Notwithstanding any failure on the part of Advertiser to comply with the requirements set forth in this Section 2.2, Advertiser shall timely make all payments set forth on Exhibit "A," commencing on the Start Date shown on Exhibit "A" for the entire term hereof.

- 2.3 Advertiser acknowledges and agrees that the Authority has no right to control the materials, form or content of other networks, displays or advertising in the vicinity of the Digital Signage locations and that the Authority shall, in its absolute discretion, control the materials, form and content of all other advertising materials and content displays on the Digital Signage and in the surrounding areas without Advertiser having any right of consent or approval with respect thereto.

### **3.0 Obligations of the Authority**

- 3.1 All approved advertising material or Content will be installed on the Digital Signage and maintained by the Authority.
- 3.2 The Authority may reject any Content or other advertising material, art or copy, submitted by Advertiser for any reason. In addition, the Authority may require any Content or other advertising material, art or copy to be removed at anytime once posted.
- 3.3 The Authority has the right to remove any Content at the request of the show management of any conventions and/or other events held in the Pennsylvania Convention Center.
- 3.4 The Authority retains exclusive control of the maintenance and operation of the Digital Signage and the digital network structures on which they are displayed.

### **4.0 General**

- 4.1 Force Majeure. If the Digital Signage or all or any other part of Convention Center is rendered unusable by fire or other casualty, or by reason of power interruptions, labor disputes or strikes, civil disorder, government action, acts of God or any reason beyond the control of the Authority, the Authority shall have the right to terminate this Agreement by delivery of notice to Advertiser. The Authority shall not be liable for any loss or damage suffered by Advertiser if this Agreement is terminated pursuant to

this provision. Any delay or failure by the Authority to perform hereunder as a result of force majeure will not constitute a breach of this Agreement.

4.2 Termination and Loss of Service.

(a) The Authority may upon notice to Advertiser, terminate this Agreement at any time (i) upon material breach by Advertiser or (ii) if the Authority does not receive timely payment on billings. Upon such termination all unpaid, accrued charges hereunder will immediately become due and payable and Advertiser will pay, as liquidated damages, a sum equal to 75% of the remaining unpaid amounts shown on Exhibit "A." Advertiser may, upon notice to the Authority, terminate this Agreement at any time upon material breach by the Authority. Upon such termination, the Authority will pay as liquidated damages a sum equal to the actual non-cancelable out-of-pocket cost necessarily incurred by Advertiser prior to the date of termination for production and delivery of the Content, advertising material, art or copy hereunder which was not displayed for any portion of the agreed upon term, not to exceed the amount paid by the Advertiser for the respective portion of the agreed upon term. Neither party will have any liability to the other upon breach or termination, except as provided in this Paragraph 4.1(a), Paragraphs 2.1, 2.2, and 4.4. Advertiser may not seek specific performance or any other equitable remedy related to this Agreement.

(b) Notwithstanding anything to the contrary herein, the Authority shall be given a reasonable amount of time to cure a default, but in no event less than thirty (30) days.

4.3 Terms of Payment. The Authority will, from time to time at intervals following commencement of service, bill Advertiser at the address provided by Advertiser in Paragraph 4.7 of this Agreement. Advertiser will pay the Authority within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when due, in addition to amounts payable thereunder, the Authority will be promptly reimbursed a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law.

4.4 Indemnification. Advertiser agrees that it will indemnify and hold the Authority, the City of Philadelphia, and the Commonwealth of Pennsylvania harmless against all liabilities, including, without limitation, claims, demands, causes of action, suits, damages, loss, expenses, and costs, together with reasonable attorney's fees and disbursements arising out of a breach by Advertiser of this Agreement or arising out of the Content, advertising material, art or copy furnished by Advertiser. The Authority agrees that it will indemnify and hold Advertiser harmless against all liability (except for consequential damages, i.e., lost profits, revenue or advertising opportunity) but including claims, demands, debts, or obligations, together with reasonable attorneys' fees and disbursements, arising from the sole negligence of the Authority. The indemnification of Advertiser by the Authority contained in this paragraph is expressly limited by and subject to the provisions of the Pennsylvania Convention Center Authority Act, 64 PA C.S. 6001 et seq. or any amendment thereof and all other provisions of applicable law as well as by the limits of the Authority's available insurance.

4.5 Compliance.

(a) The Authority's obligations hereunder are subject to and subordinate to the terms and conditions of any applicable federal, state and local laws and regulations.

(b) All Content and advertising materials furnished by Advertiser hereunder will at all times comply with all applicable federal, state and local laws and regulations.

4.6 Applicable Law: Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. With respect to any suit, action or proceeding relating to this Agreement, Advertiser hereby irrevocably submits to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania and the United States District Courts in the Commonwealth of Pennsylvania.

4.7 Entire Agreement. This Agreement contains the entire understanding between the parties and cannot be changed or terminated orally. Failure of either party to enforce any of the provisions hereof will not be construed as general relinquishment or waiver of that or any other provision. All notices hereunder will be in writing or via e-mail, deemed given on the date of dispatch, and addressed to Advertiser and the Authority at the following addresses:

**For the Advertiser**

If via e-mail to:

brooke.salinas@brinker.com

If via mail to:

Maggiano's Little Italy  
Attn: Brooke Salinas  
6820 LBJ Freeway  
Dallas, TX 75240

**For the Authority**

If via e-mail to:

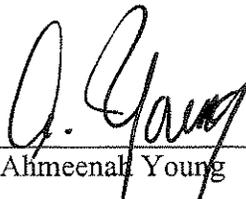
egibbard@paconvention.com

If via mail to:

Pennsylvania Convention Center Authority  
Attn: Ellie Gibbard  
One Convention Center Place  
1101 Arch Street  
Philadelphia, PA 19107-2299

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date set forth above.

**Pennsylvania Convention Center Authority**

  
By: Ahmeenah Young

Title: President & CEO

**Maggiano's Holding Corporation, a  
Delaware corporation d/b/a Maggiano's  
Little Italy**

  
By: Brooke Salinas

Title: Marketing Manager/Authorized Agent

## EXHIBIT A

### Digital Signage Advertising

Start Date	October 1, 2011
End Date	September 30, 2013
Number of Months	24
Monthly Invoice Amount	\$750.00
Total Invoice Amount	\$18,000.00

### Broad Street Atrium Video Display Wall Advertising

Start Date	
End Date	
Projected Attendance for Events Occurring Between Start Date and End Date	
Price Per Projected Attendee	
Total Invoice Amount	

#### Digital Advertising Technical Specifications:

Digital advertisements can be up to fifteen (15) seconds in length, and will run on the Digital Signage a minimum of four (4) times per hour.

Most file types can be converted to the proper format to run content on the Digital Signage. The digital media players are able to play the following types of files: MPEG 2 (.mp2), PowerPoint (.ppt), bitmap (.bmp), and JPEG (.jpg). All images should be 1280 x 720 pixels (720p) and should have a 16x9 aspect ratio. The digital media players will not play audio.