



December 1, 2014

**Sent Via Electronic Mail**

Dr. Alberto Pierini  
President  
Doral Pro Health, Corp.  
8353 NW 36<sup>th</sup> Street  
Doral, FL 33166

**Re: Letter of Commitment  
Delegation & Production 2014 Miss Universe Doral Parade & Cultural Festival**

Dear Dr. Pierini:

The City of Doral (the "City") is incredibly pleased to have Doral Pro Health, Corp ("DPH"), collaborate with the City to participate in the 2014 Miss Universe Pageant and related events, which will be held in and near the City in January 2015 (the "Pageant"). Please allow this correspondence to serve as a binding, written commitment of the terms on which DPH has agreed to underwrite and produce for the City a food, arts, and culture festival, commonly referred to as the 2014 Miss Universe Doral Parade Cultural & Festival, tentatively scheduled to occur on January 11, 2015, an official 2014 Miss Universe event available to the City as Host of the Pageant (the "Festival").

DPH agrees and confirms, and the City acknowledges, that DPH shall be responsible for planning, promoting, producing, and underwriting the Festival, which will feature food, music, art and artists of the countries of all Pageant contestants, as well as a parade. The Parties hereby agree that DPH shall present a plan to the City as to the final lay-out and program of the Festival, for the City's approval. To further induce the City into delegating the production of the event to DPH, DPH hereby agrees that the City shall be offered: a percentage of the net revenue generated from the Festival to be determined by mutual agreement; the right to record, reproduce, display and disseminate audio and visual recordings of the Festival for promotion of the City through various media, including, but not limited to, the City's integration video during the 2014 Miss Universe Pageant, Doral TV, the City and the Miss Universe Websites, and several social media platforms available to the City; and the right to audit the financial records of DPH associated with the Festival. In exchange for the foregoing, the City agrees to delegate the production of the event and all benefits incident therewith to DPH, but the event shall remain a City event and the City shall remain a co-host of the Festival. The City authorizes DPH to use the City Seal and/or Logo, as well as the use of the Miss Universe name and logo—to the same extent as the City is authorized pursuant to the Principal Host Agreement—for the promotion of the Festival in various materials, including, but not limited to, invitations, flyers, brochures, banners, and/or electronic publications, provided that DPH seeks the prior approval of the City for each such use. The City shall also use its best, commercially practical, and reasonable efforts to promote the Festival. The Parties understand that the City shall not be responsible for any costs associated in any way with Festival, except for any costs associated with the City's own promotional efforts. It is understood that the City shall make provisions for Festival, as a City event, to be covered under the City's insurance, provided that individual vendors that perform any service for the Festival will be independently insured in accordance with City policies. This insurance coverage notwithstanding, DPH shall indemnify and hold the City harmless for any and

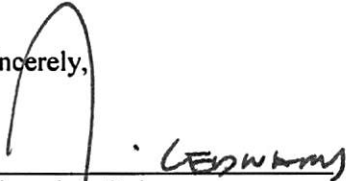
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all losses, damages, and injuries that may arise in any manner whatsoever with actions or omission of DPH in the planning, promotion, and production of the Festival.

Though it is in the intent of the Parties that the terms herein be binding, DPH and the City acknowledge that one or more additional writings may be produced for the execution of the Parties to further secure details of the relationship, including, but not limited to, sponsorship agreements, general and specific releases, and other authorizations, the approval of which shall not be unreasonably withheld. Given the special nature of the Festival and the Pageant, the short period of time before the event date, the immediate actions that will be taken by each of the Parties in reliance of the promises of the other, and the inadequacy of monetary damages, the Parties agree that, in the event of a breach of this relationship, the non-breaching party shall be entitled to equitable relief, including, but not limited to injunctive and specific performance relief, as a remedy for any such breach. The availability of such relief does not preclude the non-breaching party from attempting to recover financial damages.

On behalf of the City of Doral, I extend my sincerest gratitude for your willingness to undertake the Miss Universe Doral Parade & Cultural Festival and to work with the City of Doral and the Miss Universe Pageant! I relish in knowing that our combined efforts are advancing the incredible work of Doral Pro Health, Corp., as well as an unprecedented opportunity for our community—one that will improve our local economy and allow the world to see the dynamism of the place where we live, work, learn, and play. If you wish to contact me to discuss or act upon any of the foregoing, please contact me at your convenience. My administration and I look forward to working with you in the weeks and months to come to make the Festival a complete success.

Sincerely,

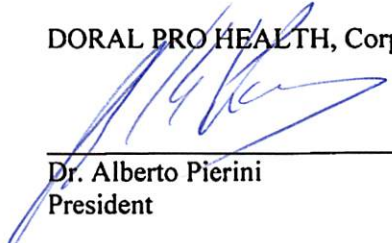
  
Edward A. Rojas  
City Manager  
City of Doral

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Acknowledgement

The undersigned warrants that he/she is duly authorized to commit the company to the obligations represented herein and that, on behalf of the company, the terms of this letter of commitment have been knowingly and voluntarily read, understood, and accepted as of the date written below.

DORAL PRO HEALTH, Corp.

  
Dr. Alberto Pierini  
President

12-1-2014  
Date