

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this "**Agreement**") dated as of July 6, 2015, among National [REDACTED], LLC, a Delaware limited liability company (the "**Company**"), [REDACTED] Events Holdings, LLC, a Delaware limited liability company ("**Holdings**"), the Guarantors (such term and each other capitalized term used but not defined herein having the meaning given to it in Article I), [REDACTED] ("**Nissen**"), each of the purchasers listed on Schedule A hereto (each a "**Purchaser**" and, collectively, the "**Purchasers**") and [REDACTED] AGENCY SERVICES, LLC, as agent for the Secured Parties (in such capacity, the "**Senior Agent**") and as agent for the Unsecured PIK Noteholders (in such capacity, the "**Unsecured PIK Noteholder Agent**", and together with the Senior Agent, the "**Agent**").

WITNESSETH:

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, the Company has agreed to sell to the Purchasers and each Purchaser, acting severally and not jointly, has agreed to purchase from the Company, such Purchaser's share (as set forth on Schedule A) of (i) up to \$25,000,000 in aggregate original principal amount of the Company's 11% Senior Secured Notes due 2020 in the form of Exhibit A-1 hereto of which (x) \$12,500,000 aggregate original principal amount shall be issued on the Initial Closing Date (the "**Initial Senior Secured Notes**") and (y) up to \$12,500,000 aggregate original principal amount shall be issued on one or more Subsequent Closing Dates, if any shall occur (the "**Subsequent Senior Secured Notes**" and, together with the Initial Senior Secured Notes, the "**Senior Secured Notes**") and (ii) up to \$15,000,000 in aggregate original principal amount of the Company's 8% Senior Unsecured PIK Notes due 2022 in the form of Exhibit A-2 hereto of which (x) \$7,500,000 aggregate original principal amount shall be issued on the Initial Closing Date (the "**Initial Unsecured PIK Notes**") and (ii) up to \$7,500,000 aggregate original principal amount shall be issued on one or more Subsequent Closing Dates, if any shall occur (the "**Subsequent Unsecured PIK Notes**" and, together with the Initial Unsecured PIK Notes, the "**Unsecured PIK Notes**", and together with the Senior Secured Notes, the "**Notes**").

WHEREAS, the obligations of the Company to the Noteholders and the Agent under this Agreement and the Notes will be guaranteed by the Guarantors, such Guarantee to be in the form of Exhibit B hereto (with respect to the Senior Notes, the "**Senior Secured Notes Guarantee**" and with respect to the Unsecured PIK Notes, the "**Unsecured PIK Notes Guarantee**").

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, Holdings has agreed to sell to the Purchasers and each Purchaser, acting severally and not jointly, has agreed to purchase from Holdings on the Initial Closing Date such Purchaser's share (as set forth in Schedule A) of 48 Class A Units representing membership interests in Holdings (the "**Purchased Units**").

WHEREAS, the holders of the Purchased Common Units from time to time will be entitled to the benefits of the Amended and Restated Limited Liability Company Agreement of Holdings in the form of Exhibit C hereto (the "**Holdings LLC Agreement**"), dated as of the date hereof.

WHEREAS, the Credit Parties have duly authorized the creation and issuance of the Notes, the Guarantees and the Purchased Units, as applicable, and the execution and delivery of this Agreement and the other Transaction Documents.

WHEREAS, all things necessary to make this Agreement, the Notes (when issued and delivered hereunder), the Guarantees (when validly endorsed on the Notes), the Purchased Units, the