

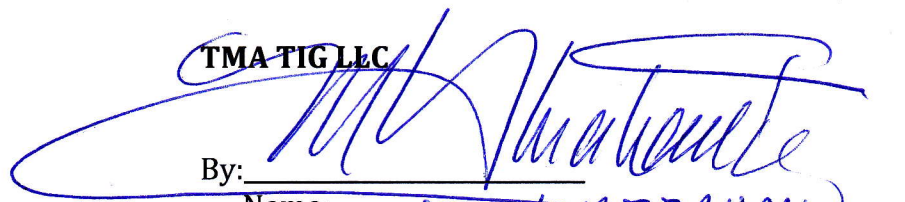
12.6 Entire Agreement. Together with the Local Marketing Agreement between the parties, this Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof, and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to the subject matter hereof. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof. This Agreement has been prepared by both parties hereto, and no inference of ambiguity against the drafter of a document therefore applies against any party hereto.

12.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original as against any party whose signature appears thereon, and all of which together will constitute the same instrument. This Agreement will become binding when one or more counterparts hereof, individually or taken together, will bear the signatures of all the parties reflected hereon as the signatories.

12.8 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct unless the overall intent of this Agreement would be frustrated in such event.

12.9 Disclosure. Any information disclosed by a party in any Schedule or Exhibit will be deemed to qualify all representations and warranties of such party set forth herein to which such information may reasonably be regarded as relevant, regardless of whether the specific representations and warranties refer specifically to such Schedule or Exhibit.

**In Witness Whereof,** the parties have duly executed this Agreement are of the date first above written.

**TMA TIG LLC**  
  
By: \_\_\_\_\_  
Name: **MARLEN ABBANALES**  
Title: **MANAGER**  
**Del Caribe Orlando, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_