



FACILITY LICENSE AGREEMENT

THIS AGREEMENT, made in duplicate this 4th day of June, 2019,

BETWEEN:

TN ARENA LIMITED PARTNERSHIP, by its General Partner, TN Arena Inc.
Hereinafter called the Licensor,

- and -

Janelle Nadeau

Hereinafter called the Licensee;

The Licensor is the operator of a Performing Arts Theatre at 364 Smith Street, in Winnipeg, Manitoba, Canada ("The Burton Cummings Theatre"), and is in the business of licensing certain areas of The Burton Cummings Theatre to third party Licensees.

In consideration of the covenants and agreements herein and of the performance by the Licensor of all such covenants and agreements, the Licensor does hereby license unto the Licensee, and the Licensee does hereby license, certain specified areas of The Burton Cummings Theatre as set forth on *Schedule A* hereto (the "Licensed Premises"). The Licensed Premises are to be used solely for the purpose of a concert performance (hereinafter called the "Event") and for no other purpose whatsoever, without the written consent of the Licensor endorsed on this license for the term of:

<i>Name of Event:</i>	NADEAU ENSEMBLE
<i>Event date(s):</i>	Thursday, December 5, 2019
<i>Event time(s):</i>	Doors: 7:00 PM / Show 8:00 PM
<i>Move-in time:</i>	8:00 AM – Thursday, December 5, 2019
<i>Move-out time:</i>	To commence immediately following the event and to be concluded by no later than 2:00 AM on Friday, December 6, 2019.
<i>Admission Price(s) for Event:</i>	\$TBD plus \$1.50 Capital Replacement Fee (CRF) and Ticketmaster service charges.
<i>Ticket on-sale date for Event:</i>	TBD (upon received and cleared deposit).
<i>Permitted Use of Licensed Premises:</i>	Concert – Live band/artist performance.

1. **Grant of License.** The Licensor hereby grants to the Licensee the license to use the Licensed Premises on the dates, during the times and for the purposes set forth above. The Licensee covenants and agrees to accept and use the Licensed Premises in the manner and subject to the terms and conditions contained in this Agreement.
2. **Services Supplied by the Licensor.** unless otherwise noted in Schedule "B":

2.1 Licensor agrees to provide the following basic building services:

- a) Heat and water presently installed in Licensed Premises for the ordinary operations of The Burton Cummings Theatre, accidents and unavoidable delays excepted.
- b) Light from the lighting equipment presently installed in the Licensed Premises only for the purpose aforesaid, accidents and unavoidable delays excepted.

Facility Staff & Services. Licensor further agrees to provide, at the expense of the Licensee:

- a) All patron medical services required as is deemed necessary by BCT management and Licensee, acting reasonably, to staff the building during the Event.
- b) Such doormen, ticket takers, and ushers/customer services as are deemed necessary by BCT management and Licensee, acting reasonably, to staff the building during the Event.
- c) All Security personnel required as is deemed necessary by BCT management and Licensee, acting reasonably, to staff the building during the Event.
- d) Electrician(s), as is deemed necessary by BCT management and Licensee, acting reasonably.
- e) All stagehands, set up, and technical services required by Licensee shall be provided by NASCO, the Licensor's designated contractor at the Licensee's expense.
- f) All catering, food services, and food services support shall be provided by Centerplate, the Licensor's designated contractor at the Licensee's expense.
- g) Licensor reserves the right to assign contract services to a third party provider of its choice for the provision of any services within the facility at Licensee's expense.

2.3 **Nature of Services.** The Licensor shall be the sole judge of the nature, quality and duration of the foregoing services to be provided to the Licensee and the Licensor shall not be liable for any stop order or interruption of any of the said services.

3. **License Fee.** The Licensee shall to pay to the Licensor, the facility license fee (the "License Fee") at the rate and on the terms outlined in *Schedule B*.

4. **Event Cancellation.** Should the contracted date(s) for any reason be cancelled or postponed by the Licensee which would result in ticket refunds being made, the Licensee shall then be responsible for all the total costs actually incurred by the Licensor in this regard to the extent such costs exceed box office revenues held by The Burton Cummings Theatre.

5. **House Package Fee and Reimbursables.** In addition to the License fee, Licensee shall reimburse the Licensor for the following services unless otherwise noted in Schedule "B":

- a) The costs associated with the provision of facility staff, services, or equipment at the rates and on the terms outlined in *Schedule B*, whether such services are provided by the Licensor or by Licensor-approved service and/or equipment providers, including without limitation those specified in Paragraph 2.2.
- b) The costs associated with the provision of Licensor-approved contractors, personnel, services or equipment including but not limited to stagehands, spotlight operators, lighting control operators or other technicians, tradeshow services suppliers, supplementary power suppliers, and all decorations, production elements, equipment and properties required for the Event.
- c) Storage rental for all such property remaining on the Licensed Premises after the date of the Event (or such later date as may be set out on page 1 of this Agreement), all expenses incurred by the Licensor to remove such property, together with any loss or damage sustained by the Licensor as a result of the Licensee's failure to comply with the terms hereof. The Licensee agrees that any amounts payable under this paragraph shall be determined solely by the Licensor.

6. **Ticket Fees & Procedures.** The Licensee acknowledges and agrees that:
- a) The Licensor, through Ticketmaster or the Licensor's designate, shall control and sell all admission tickets for the Event, and shall collect and/or remit fees, taxes, or levies as outlined in *Schedule B*. Subject to headline artist policies, as communicated in writing to Licensor by Licensee, Licensee agrees to abide by the Licensor's policies in effect from time to time as applicable to group sales, sponsorship agreements and obligations, complimentary ticket requirements and refunds.
 - b) The Licensee shall not admit to Licensed Premises a larger number of persons than the seating capacity thereof will accommodate or can safely or freely move about in the Licensed Premises and the decision of the Licensor's Manager in this respect shall be final.
 - c) In the handling, control, custody, and disbursement of ticket sale receipts and funds, whether the same are received through the Ticketmaster ticketing operation or otherwise, the Licensor is acting for the accommodation and sole benefit of the Licensee and that as to such receipts, funds and disbursements the Licensor shall be responsible only for neglect or bad faith or willful misconduct.
 - d) All proceeds derived from the sale of tickets to the Event shall remain in the custody of the Licensor, until settlement.
 - e) If the Licensee fails, for any reason whatsoever, to complete the Event as scheduled or advertised, the Licensee agrees that the Licensor shall retain the ticket proceeds, in whole or in part, as the Licensor may deem necessary, for the purpose of refunding the purchasers the admission prices paid for such tickets and/or settling claims arising under the provisions of this Agreement.
 - f) Any complimentary tickets provided to or to the order of the Licensee are for free distribution for artists, sponsors, VIPs, media and staff and may not, under any circumstances be sold at any price.
7. **Settlement.** Subject to the terms of this Agreement, the net Event proceeds are to be disbursed to the Licensee immediately following the Event but no later than two (2) business days following the Event. Should a balance owing remain outstanding by the Licensee to the Licensor, the Licensee agrees to pay within two (2) business days following the Event. It is further agreed that any sum due the Licensor from the Licensee for the use of Licensed Premises or any accommodations, service or material, or any catering service provided by the Licensor's concessionaire to the Licensee, its employees, agents, contractors, or invitees, represents a first charge against Ticketmaster box office ticket proceeds.
8. **Withholding Tax.** In circumstances where the Licensee is a non-Canadian resident, the Licensor is obligated by paragraph 153(1)(g) of the Canadian Income Tax Act and subsection 105(1) of the Canadian Income Tax Regulations to withhold 15% of ticket sales (net of GST), less License fee and Reimbursables (described in Schedule B), as a Withholding Tax. The Licensor shall remit the Withholding Tax in a timely manner to Canada Revenue Agency, and provide the Licensor, by the last day of February of the subsequent calendar year, a T4A-NR at the address provided for in Paragraph 28.
9. **Privacy.** Any information received from the Licensor's ticketing agent's database of names from ticket sales for the Event shall only be dealt with in strict accordance with all applicable legislation pertaining to the collection, storage and use of personal information. Such ticket sales databases shall belong to both the Licensor and Licensee and both parties agree that data will be dealt with in strict accordance with applicable legislation pertaining to collection, storage and use of personal information.
10. **Insurance.** The Licensee shall provide, prior to the Event, the Licensor with a certificate of insurance, evidencing commercial general liability insurance, at a minimum of \$5,000,000.00 (Five Million Dollars). Such policy to list as additional insured for this Event only TN Arena LP, TN Arena Inc., True North Sports & Entertainment Limited, True North Entertainment Complex LP, TN Hockey LP, and TN Hockey Inc. with respects to any acts or omissions of the Licensee, its agents, employees, representatives or

contractors. The Licensee shall also carry (and shall cause all of its contractors and subcontractors to carry) all coverages under all applicable workers' compensation and similar legislation at all times during the term of this Agreement.

If pyrotechnics will be present during the performance(s), the Licensee (or the applicable pyro provider of the artist) shall provide, in advance of the event, a pyrotechnic special effects permit (conditions and requirements attached in addendum). The Licensee (or the applicable pyro provider of the artist) shall strictly comply with all of the conditions set out by that permit, as well as obtain a certificate of insurance, with liability limits in a minimum amount of \$5,000,000.00 (Five Million Dollars) and naming TN Arena LP, TN Arena Inc., True North Sports & Entertainment Limited, True North Entertainment Complex LP, TN Hockey LP, TN Hockey Inc., and The City of Winnipeg, as additional insured for the event. The Licensee shall ensure, acting reasonably, that all pyrotechnics are supervised by a licensed, qualified technician.

Furthermore, the insurance coverage shall not apply to any claims arising or resulting from the use of the Licensed Premises which are due to the negligent acts or omissions of the Licensor, its employees, contractors, representatives, invitees, agents or assigns.

11. **Assignment.** The Licensee shall not assign this license nor suffer any use of Licensed Premises other than herein specified, nor sublicense the Licensed Premises or any part thereof without the prior written consent of the Licensor.
12. **Facility Guidelines & Restricted Uses.** The Licensee shall not use nor permit to be used for decorations or for any other purpose flammable materials including but not limited to tissue paper and crepe paper. All decorative materials shall be treated with flame proofing and approved by the City of Winnipeg's Building Inspector before same are installed. Further the Licensee shall not do nor permit to be done anything in or upon any portion of Licensed Premises by its employees or allow its employees to bring or keep anything therein or thereupon which shall in any way conflict with the conditions of any insurance policy upon the Licensed Premises or any part thereof that the Licensee is informed of prior to the fact, or in any way knowingly conflict with the provisions of Licensor's fire insurance upon the Licensed Premises or on property kept therein, or in any way obstruct or interfere with the rights of other users of The Burton Cummings Theatre or injure or annoy them.
13. **Licensee Representations, Warranties and Covenants.** The Licensee hereby represents, warrants and covenants as follows and acknowledges that the Licensor is relying upon the same in entering into this Agreement:
 - a) Neither the Licensee's use of the Licensed Premises nor the Event (or any part thereof) nor any other matter or thing in anyway connected with the Licensee's activities under this Agreement shall violate or infringe upon any copyright, right of publicity or privacy or any other statutory or common law right of any person, firm or corporation or defame any person, firm or corporation, including, without limitation, the Licensor or any member of the audience.
 - b) The Licensee has secured all necessary rights in and with respect to the live performance of copyrighted materials to be used at the Event or otherwise and has made all appropriate payments in connection therewith.
 - c) The Licensee has made timely payment and will continue to make timely payment to all performing rights societies and other licensing bodies or agencies in connection with the Licensee's use of proprietary material.
 - d) The Licensee shall provide to the Licensor a full set of ground plans, sections and technical specifications in a timely manner so as to enable the Licensor to accommodate the needs of the Licensee.
 - e) The Licensee shall not permit the Licensed Premises to be used for lodging rooms, or for any improper, immoral or objectionable purpose or any purpose not expressly permitted hereunder. Licensor acknowledges that the Event as contemplated is not an improper, immoral or objectionable purpose.

- f) The Licensee shall abide by and conform to all rules and regulations from time to time adopted or prescribed by the Licensor and given to the Licensee for the government and management of the Licensed Premises.
- g) The Licensee shall comply with all laws of the Government of Canada and of the Province of Manitoba, all bylaws of the City of Winnipeg, and all rules and requirements of the police and fire departments or other Municipal authorities of the City of Winnipeg, and will obtain and pay for all necessary permits and licenses, and will not do nor suffer to be done anything on the Licensed Premises during the term of this license in violation of any such laws, bylaws, rules or requirements, and if the attention of the Licensee is called to any such violation on the part of the Licensee or of any person employed by or admitted to Licensed Premises by the Licensee, the Licensee will promptly desist from and correct such violation.
- h) The Licensee will not keep, possess or use or permit to be kept, possessed or used on Licensed Premises any alcoholic liquor of any kind except with the prior written consent of the Licensor and if purchased by the Licensor's concessionaire.
- i) The Licensed Premises and the entire The Burton Cummings Theatre is a non-smoking facility and all smoking will be conducted outside of The Burton Cummings Theatre in designated areas.
- j) The Licensee will not offer any form of 50/50 draws and/or lotteries for the Event without obtaining prior written consent from the Licensor.
- k) The Licensee shall permit nothing to be done in the Licensed Premises likely to endanger persons or property, and promptly to take all steps which may reasonably be required by the Licensor or its Manager to protect persons or property.
- l) The Licensee shall not injure, or mar, nor in any manner deface the Licensed Premises, and not to cause or permit anything to be done whereby the Licensed Premises shall be in any manner injured, marred or defaced and will not drive or permit to be driven nails, hooks, tacks or screws into any part of Licensed Premises and will not make or allow to be made any alterations of any kind herein without the prior approval of Licensor.
- m) No decorative or other material shall be nailed, tacked, screwed or otherwise physically attached to any part of the Licensed Premises or to any of the furnishings or fixtures of the Licensor. Material may be attached by means of cords, ropes, or ribbons or in any other way which will not mar, deface or damage Licensed Premises, furnishings or fixtures, provided the written consent of the Manager of the Licensor to the method of such attachment shall be first had and obtained. Helium balloons are not permitted on the Licensed Premises.
- n) The Licensee will not post or exhibit nor allow to be posted or exhibited signs, advertisements, show-bills, lithographs, seat hangers, posters or cards of any description inside or in front of or on any part of Licensed Premises, except upon the areas expressly provided by the Licensor therefor.
- o) Signage in the Licensed Premises is licensed to permanent sponsors and shall not be covered up with temporary event advertising. The Licensee agrees to adhere to the Licensor's founding sponsor protection guidelines. Such founding sponsor guidelines are available upon request.
- p) No performance, exhibition or entertainment shall be given or held on the Licensed Premises which shall be objected to by the Licensor within its reasonable discretion. Licensor agrees to the performance contemplated herein.
- q) No portion of the sidewalks, entries, passages, vestibules, halls, elevators or stairways of Licensed Premises shall be obstructed by the Licensee or used for any purpose other than for ingress and egress from the Licensed Premises. The doors, skylights, windows, radiators, electrical panels, fire panels, and house lighting attachments shall not be covered or obstructed by the Licensee.
- r) The Licensee shall not, without the written consent of the Licensor, put up or operate any engine or motor or machinery or use oils, burning fluids, camphene, kerosene, naphtha, acetylene or gasoline or other flammable substances on the Licensed Premises, or any other agent than electricity for illuminating the Licensed Premises.

- s) No person shall be denied admission to a performance because of race, creed, religion, sex, colour, ethnic or national origin, or political or economic opinions.
- t) Licensee shall abide by and comply with the Copyright Act of Canada, and regulations provided for by the Society of Composers, Authors and Music Publishers of Canada ("SOCAN") and Re:Sound, and shall be solely responsible to remit appropriate payment in relevant circumstances.
- u) Licensee shall be solely responsible to remit GST collected on ticket sales. In circumstances where the Licensee is a non-Canadian resident and is not a GST registrant, the Licensor can, on written request, remit relevant GST on the Licensee's behalf.

14. **Care of Licensed Premises.**

14.1 Notwithstanding Section 15 of this agreement, the Licensee hereby acknowledges that it will accept the Licensed Premises in the same condition as they are in on the date of execution of this Agreement subject to alterations or additions approved by the Licensee and the Licensor and the Licensee covenants and agrees to leave The Burton Cummings Theatre and the Licensed Premises and the equipment and furnishings therein in their original state as delivered to Licensee at the beginning of the Term, reimburse Licensor for the actual and documented cost of any damages which may occur thereto as a result of the acts or omissions of Licensee, its employees, agents or contractors in connection with Licensee's occupation and/or use thereof, reasonable wear and tear excepted, and will immediately remove any additional equipment or effects which may be brought into The Burton Cummings Theatre or on to the Licensed Premises by the Licensee. At the commencement of this Agreement, a representative of the Licensor and a representative of the Licensee shall inspect the Licensed Premises for the purposes aforesaid and in addition to any inspection referred to in paragraph 14.2. Licensee's liability for damages of the type described throughout Sections 14 or 15 (first paragraph) be subject to Licensor providing notice of and an opportunity to inspect such damages within 48 hours of the Event. Licensee shall not be liable for pre-existing conditions, damages caused by other events or damages caused by Licensor or its employees, agents or contractors.

14.2 Should the Licensee require alterations or additions to the Licensed Premises, prior approval must be obtained from the Licensor and all work must be supervised by a representative of the Licensor, undertaken by the Licensor's preferred contractors or contractors approved of in advance by the Licensor and done in accordance with fire and safety regulations. The Licensee shall be solely responsible for obtaining and maintaining all necessary permits and authorizations attendant to such alterations or additions and shall file copies thereof with the Licensor prior to commencing any work relating to such alterations or additions. Any such alterations or additions:

- a) shall only be of a temporary nature, to be removed immediately after the completion of the Event performance; and
- b) shall be undertaken with a view to restore fully to its original state;

Any alterations, additions, additional services or storage of the Licensor's property required for the Permitted Uses shall be for the full account of the Licensee. Professional consultants engaged by the Licensor, at its sole discretion, shall be for the full account of the Licensee. Notwithstanding the above, the Licensor may, at its sole discretion, retain alterations to the Licensed Premises at no cost to the Licensor.

14.3 The Licensee agrees that if the complete and satisfactory restoration of The Burton Cummings Theatre alterations and additions is not completed on or before the termination of this Agreement, then the Licensee shall be liable for any and all costs, losses and damages for the time required in excess of the term of this Agreement.

14.4 The Licensee hereby assumes responsibility for the character, acts and conduct of its employees, contractors and sub-contractors admitted to the Licensed Premises or to any portion thereof. The Licensor reserves the right to eject any objectionable person or persons from Licensed Premises in its reasonable business judgment, and the Licensee hereby waives all claims for damages arising from the exercise of such

right unless such damage arises from the negligence or willful misconduct of the Licensor, its agents, employees, representatives or contractors.

14.5 During the term of this Agreement, and more particularly, during the course of the Event being staged pursuant to this Agreement, the Licensor, its employees, agents, contractors, or invitees shall be afforded free and uninterrupted access and shall be entitled to view the Event being staged pursuant to this Agreement without charge by the Licensee provided such access is required for business purposes.

14.6 A representative of the Licensor, together with the Licensee, if the Licensee so desires, shall inspect The Burton Cummings Theatre immediately after the Licensee has vacated the Licensed Premises and estimate any damage suffered and the Licensee hereby covenants and agrees to reimburse Licensor for the actual and documented cost, if any, to make good all such damage, reasonable wear and tear excepted, caused by Licensee or its employees, agents or contractors.

14.7 The Licensor shall have the sole right to collect and have the custody of articles left in the Licensed Premises by persons attending any performance, exhibition or entertainment given or held in the Licensed Premises, and the Licensee or any person in Licensee's employ shall not collect nor interfere with the collection or custody of such articles.

15. **Remedies for Damage to Licensed Premises.** That if the Licensed Premises or any portion of Licensed Premises during the term of this license shall be damaged by the act, default, or negligence or willful misconduct of the Licensee or of the Licensee's agents, employees, contractors, patrons, Licensee will reimburse Licensor upon demand such actual and documented sum as shall be necessary to restore Licensed Premises to their condition as delivered to Licensee at the beginning of the Term, normal wear and tear excepted provided Licensee is given written notice of such damages and an invoice for repairs related thereto as between Licensor and Licensee, subject to the provisions of Section 14.1.

Furthermore, in case the Licensed Premises or any part thereof shall be destroyed or damaged by fire or any other cause, then and thereupon this license shall terminate and the Licensee shall pay the License Fee (if any) for Licensed Premises only up to the time of such termination, at the rate herein specified, and each party hereby waives any claim for damages or compensation should this license be so terminated, except where the cause for such termination is a result of the negligence or willful misconduct of a party.

If the aforesaid destruction or damage to the Licensed Premises occurs while the Event is in progress, or otherwise, the Licensor may turn off the lights, sound equipment, heat and any other equipment as necessary but while still maintaining the safety of the Licensed Premises and its occupants and may dismiss the audience and clear the Licensed Premises.

16. **Use of Name and Building Likeness.** The Licensee covenants and agrees not to employ persons, purchase or rent supplies and/or equipment or contract for services or incur any indebtedness or liability of any kind or nature in the name of the Licensor. The Licensee further covenants and agrees not to use the name and/or trademarks of the Licensor (including the name "The Burton Cummings Theatre" or any variation thereof) in the advertising or promotion of the Licensee's Event, whether in connection with this Agreement or otherwise, without first obtaining the written consent of the Licensor and the Licensee shall immediately refrain from such use on receipt of notice from the Licensor. The Licensor shall provide to the Licensee the format and design which the Licensee must use for all advertising using the name of The Burton Cummings Theatre or any variation thereof and/or likeness of The Burton Cummings Theatre or any part thereof. The Licensee shall promptly notify the Licensor of any matter or circumstance of which it is aware which may have an adverse effect on The Burton Cummings Theatre name or trademark or any other names or trademarks of the Licensor or of MTS Allstream Inc. and their respective affiliates.
17. **Advertising.** All advertising and promotion in connection with this Agreement and the Event shall be effected by the Licensee at its own expense. In the event that the Licensor arranges for advertising and/or promotion, on behalf and as instructed by the Licensee, the costs associated with the advertising and/or promotion shall be deducted from the amount payable to the Licensee during Settlement. Should event proceeds not be

sufficient to cover advertising expenses, as deemed by the Licensor at any time, Licensee agrees to settle all outstanding balances within thirty (30) days of receipt of invoices.

Furthermore, in the event that the event is cancelled or postponed, or alternatively if invoices for advertising services are received after the event and settlement, the Licensee assumes all responsibility for payment of such expenses within thirty (30) days.

18. **Merchandise**. The sale of programs, souvenirs, novelties, CD's or tapes for this Event shall be conducted as outlined in *Schedule B*.
19. **Reserved Seating**. Pursuant to *Schedule B*, complimentary reserved seat tickets, in pairs, are reserved by the Licensor on a per event basis and are not hereby released.
20. **Food & Beverage Considerations**. The Licensor shall have and does hereby reserve the right to exclusively operate and control all food and beverage concessions and to sell other merchandise including safety ear plugs, flowers, camera and film (subject to all performing artists' approval) throughout the Licensed Premises for the Event and retain all revenues therefrom.
21. **Indemnities**.

21.1 Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party, its directors, officers, agents and employees and their successors and assigns (collectively, the "Indemnified Entities"), from and against all penalties, claims, liabilities, demands, causes of action, suits, judgments, costs and expenses (collectively, "Claims"), of whatsoever nature or kind, including reasonable attorney's fees, that may be made against any and all of the Indemnified Entities, arising from or resulting from:

- a) the breach of any warranty or representation hereunder by the Indemnifying Party;
- b) failure of the Indemnifying Party to keep, perform and observe each any every one of the terms and conditions herein contained on the part of the Indemnifying Party to be kept, performed and observed;
- c) the willful or negligent conduct, act or omission of the Indemnifying Party or its contractors and subcontractors; and
- d) the failure of the Indemnifying Party to comply with and observe federal, provincial and local laws, orders, codes, regulations and ordinances to which the Indemnifying Party's business is subject.

For greater certainty, the foregoing indemnity by the Licensee in favour of the Licensor shall also apply in respect of any and all Claims for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or employees of the Licensee.

21.2 Notwithstanding section 23.1, the Licensee acknowledges and agrees that the Licensor is acting solely for the accommodation and benefit of the Licensee in the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to The Burton Cummings Theatre either prior to, during, or subsequent to the term of this Agreement, and the Licensor shall not be liable for any Claim arising therefrom unless caused by the gross negligence or willful misconduct of the Licensor or its employees, agents or contractors.

22. **Default**. In the event that:
- a) the Licensee fails or refuses to make any of the payments it is required to make herein pursuant to this Agreement at the time that the same are due and payable; or
 - b) Intentionally deleted.
 - c) the Licensee fails to comply with any material terms or conditions or honour any of its covenants contained herein and such failure continues for a period of forty-eight hours (or

- as soon as reasonably practicable thereafter if a cure is not reasonably possible within 48 hours) after the Licensor gives written notice of such failure to the Licensee; or
- d) the Licensee fails to hold the Event as advertised or scheduled herein, or as otherwise agreed to; or
 - e) any of the representations, warranties or covenants of the Licensee hereunder are untrue in any respect; or
 - f) the Permitted Uses is proposed to be changed in any respect from those set forth in *Schedule A*;

(each of the foregoing being referred to herein as a "Default"), then the Licensor may, in addition to any and all rights and remedies it may have hereunder by law at its option, and without notice to the Licensee or recourse to process of law, immediately pursue any one or more of the following remedies:

- g) refuse to deliver possession of the Licensed Premises until all of the payments have been made and all failures rectified and retain any moneys already paid and the Licensee shall be liable to the Licensor for any balance remaining unpaid as specified herein;
- h) re-enter and take possession of the Licensed Premises;
- i) remove or procure the removal from the Licensed Premises of all persons including, without limitation, the Licensee and its Patrons and the Licensee shall have no further claim in respect thereof;
- j) remove or procure the removal from the Licensed Premises of the Licensee's stage settings, scenery, equipment and property, place or cause to be placed the Licensee's said property in a storage warehouse at the Licensee's expense and risk, to all of which the Licensee hereby grants permission and specifically waives any right and/or claim;
- k) turn off the lights, sound equipment, mechanical equipment, heat in the Licensed Premises;
- l) grant the use of the Licensed Premises as agent of the Licensee for all or part of the term provided in this Agreement, in which event the Licensor shall retain any payments previously made and the Licensee shall be liable to the Licensor for any deficiency in License Fees received;
- m) deduct from and retain from amounts otherwise payable by the Licensor to the Licensee under this Agreement an amount sufficient to cure the Default; and
- n) terminate this Agreement by written or oral notice to the Licensee, in which event the Licensor shall retain all moneys paid by the Licensee and the Licensee shall be liable for any damages to the Licensor by reason of the Licensee's Default.

23. **Notice of Cancellation.** In the event of cancellation of the Event for any reason whatsoever, the Licensee shall have the obligation, at its own expense, to promptly inform the public of such cancellation through regular information media and, in the event of the Licensee's failure to so inform the public, the Licensor reserves the right to make such cancellation announcements at the cost of the Licensee.

24. **Force Majeure.** In the event of impossibility or impracticability of performance by the Licensor or Licensee because The Burton Cummings Theatre or any part is destroyed or damaged or rendered unfit for occupancy; or in case of emergency or strike, fire, flood, civil commotion, Act of God, shortage of or inability to obtain utilities, any law, ordinance, rule or regulation, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by either party impossible, then and thereupon this Agreement shall terminate and the Licensee shall pay the license fee (if any) for the Licensed Premises only up to the time of such termination, at the rate herein specified, and each party hereby waives any claim for damages or compensation should this Agreement be so terminated.

25. **Other Provisions.**

- a) The Licensor reserves the right to take photographs for its own internal purposes and not for resale or commercial benefit of The Burton Cummings Theatre; and only if expressly approved by the performing artist(s).

- b) Event broadcasting privileges both radio and television are hereby reserved to the Licensee and that all revenue and expenses associated with the broadcast shall belong to the Licensee.
- c) The Licensor reserves the right to distribute to the audience announcements and literature concerning future attractions to be held on the Licensed Premises, and to use concourse and other related space for commercial displays, product demonstrations, interactive technologies, and advertising.
- d) Licensee over the signature solely of the authorized officer who executes this Agreement on behalf of the Licensee, may issue written orders subject, however, to the absolute discretion and approval of the Licensor, or its Manager, the execution of which orders shall be at the sole expense of the Licensee.
- e) All terms and conditions of this written Agreement shall be binding upon the parties, their heirs, executors, administrators, successors and assigns, and cannot be varied or waived by any oral representation or promise. This Agreement may be modified only by written instrument between the parties.
- f) The execution of the Agreement by facsimile or telecopier and in one or more counterparts shall constitute satisfactory execution and delivery.
- g) All monetary sums referenced within this contract shall be in Canadian dollars, unless otherwise specified. Federal GST and Provincial PST will be assessed on all applicable costs charged to the Licensee.
- h) This Agreement shall in no way constitute or give rise to a partnership, joint venture or agency between the parties. All the obligations and rights under the terms of this Agreement shall be carried on by each party as an independent contractor and not as an agent from any of the other parties hereto.
- i) This Agreement shall be binding upon and ensure to the benefit of the parties and their respective successors and assigns.
- j) Time shall be of the essence of this Agreement.
- k) No delay or omission of any party to exercise rights or powers under this Agreement shall impair any such right or power or shall be construed to be a waiver of any default or acquiescence therein. No waiver of any default shall be construed, taken, or held to be a waiver of any other default, or waiver, acquiescence in, or consent to any further or succeeding default of the same nature.
- l) This Agreement contains the entire understanding between the parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may be amended only by the written consent of the parties hereto.

26. **Contact Information.** For the purposes of communications and notices, as required from time to time, the following contact information for the respective licensor and licensee are as follows:

Licensor:

TN Arena Limited Partnership
345 Graham Avenue, 2nd Floor
Winnipeg, MB R3C 5S6
Attention: Kevin Donnelly, Sr. Vice President, Venues & Entertainment
Fax No.: (204) 926-5555

Licensee:

Janelle Nadeau
618-7008 River Parkway
Richmond, BC
V6X 0R1

IN WITNESS WHEREOF the Licensor and the Licensee have executed these presents in duplicate the day and year shown at the top of page one (1).

TN ARENA LIMITED PARTNERSHIP, by its General Partner TN Arena Inc.

By: _____

Name: KEVIN DONNELLY

Title: SVP, VENUES & ENTERTAINMENT

Janelle Nadeau

By: 

Name: Janelle Nadeau July 25, 2019

Title: _____

**THE BURTON CUMMINGS THEATRE
FACILITY LICENSE AGREEMENT**

SCHEDULE "A" – LICENSED PREMISES

Forming part of the License Agreement dated the 4th day of June, 2019,

Between

TN ARENA LIMITED PARTNERSHIP, by its General Partner, TN Arena Inc.

- and -

Janelle Nadeau

For the purposes of this Agreement, Licensed Premises are defined as:

- Stage Area
- Dressing Rooms
- Vestibule
- Main Floor Foyer
- Balcony 1 Foyer
- Balcony 2 Foyer
- Patron seating areas, Main Floor, 1st Balcony, 2nd Balcony

**THE BURTON CUMMINGS THEATRE
FACILITY LICENSE AGREEMENT**

SCHEDULE "B"

Forming part of the License Agreement dated the 4th day of June, 2019,

Between

TN ARENA LIMITED PARTNERSHIP, by its General Partner, TN Arena Inc.

- and –

Janelle Nadeau

1. Event Deposit: **\$1,500.00 CAD + GST due prior to onsale. 50% of estimated expenses due 30 days prior to the event date. Balance of expenses due prior to public doors on date of event.**
2. License Fee: Calculated to be the minimum of \$1,500.00 or 10% of gross ticket receipts whichever is greater to a maximum of \$4,000.00 CAD plus GST. Gross ticket receipts are defined as total ticket receipts net of the GST and the CRF.
3. House Package Fee: in the amount of \$2,000.00 CAD plus GST. The House Package Fee listed represents a 3.5 hour event, including ingress, performance, and egress. Should the Event conclude more than 3.5 hours after the published start time, the Licensee shall be responsible for any additional out of pocket costs incurred by the Licensor. The house package amount will be adjusted post show to reflect actual resources needed and used. The House Package includes:
 - a. Patron Medical Services;
 - b. Doormen, ticket takers, ushers, customer services;
 - c. 40 hours of Security. An additional fee will be assessed if more than 40 hours are needed. For Events with less than 1000 paid attendance and a final Security deployment of less than 40 hours, a credit for unused Security hours will be calculated at the hourly staff rate and issued to Licensee;
 - d. Up to two (2) phone/fax lines and access to venue wireless internet, as available;
 - e. Furnished dressing rooms, as available.
4. Reimbursables, to be paid at event settlement, charged at Licensor's or Licensor-approved contractor's current rates and upon presentation of Licensor or contractor invoices, shall include but are not limited to charges for:
 - Catering;
 - Stagehands and/or Spotlight Operator(s);
 - Parking costs;
 - Additional Show Power (eg. Generators);
 - Any labour costs related to in-house PA removal and restore if required by Event and/or Licensee;
 - Any costs related to equipment, services, or personnel utilized by the Licensee, or fees referenced in the License agreement that are not included in the House Package and/or license fee will be charged to the Licensee on an a la carte basis in addition to the House Package and/or license fee;
 - Pyrotechnics are subject to a separate insurance policy accepted by our insurer and is subject to local licenses, inspection and operation. Any and all costs are outside and in addition to House Package, License Fee and any charges listed.
5. Ticket Fees:
 - a. The CRF of one dollar, fifty cents (\$1.50) on each ticket sold.
 - b. Ticketing convenience fees, which include credit card and transaction costs.

6. SOCAN and Re:Sound: Applicable current rate to be paid by Licensee directly to SOCAN and Re:Sound.
7. The Licensee acknowledges that the twenty-four (24) seats located in Loges 3 and 4, are reserved by the Licensor on a per event basis and are not hereby released.
8. Merchandise:

Licensor shall control the sale of all merchandise sold for this event and shall receive a fee of:

- 10% of the total sales for CD's, DVD's and tapes; and
- 20% of the total sales for programs, souvenirs, and novelties.

Where total sales is defined as gross sales less 5% federal GST and 8% provincial PST and credit card costs with the sales staff (vendors) being provided by the Licensor at own expense.

Federal GST and provincial PST will be collected by the vendors and corresponding applicable taxes shall be remitted by the Licensor.