

PHOTOGRAPHY LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE CLICKING "I AGREE". This is a legal agreement between you ("You", "Your" or "Licensee", either an individual or a single legal entity) and **CITYSCAPE PROPERTY MANAGEMENT CORP.** ("Licensor"). Please print and retain a copy for your records. By clicking "I AGREE" or by paying the License Fee, You indicate Your acceptance of the following License Agreement. If You do not agree to the terms of this License Agreement, do not click "I AGREE".

WHEREAS:

- A. The Licensor is the manager of the lands and buildings known as The Distillery Historic District, as shown outlined on Schedule "A" attached hereto (the "Complex"), which Complex, for the purpose hereof, excludes any residential apartment/condominium facilities or parking exclusively used by residential occupants; Pikto Inc., ("the Agent") is a tenant in the complex and has agreed to sell and distribute the Photography License Agreement of behalf of the Licensor.
- B. The Licensor has agreed to license to the Licensee and the Licensee has agreed to license from the Licensor certain space within the Complex (the "Licensed Area"), **ONLY**, as highlighted in Schedule "A" attached hereto; For clarity, only outdoor public spaces are included in the Licensed Area and no indoor spaces or outdoor tenant spaces, such as restaurant patios, are included in the Licensed Area.
- C. The Licensor and the Licensee agree that the terms of this License Agreement (hereinafter called the "Agreement") will govern their relationship.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. LICENSE

The Licensor hereby grants to the Licensee and the Licensee hereby accepts the grant from the Licensor of the non-exclusive right to use the Licensed Area located in the Complex during the Term (as defined in Section 2 hereof), for the purpose of conducting the Event (as defined in Section 5 hereof). The Licensee acknowledges that the Licensor has initiated a program referred to as "Artcart" whereby various temporary carts may be placed by Licensor throughout the Complex during the Term affording street vendors an opportunity to sell their wares. In addition the Licensee acknowledges that the Complex is used for indoor and outdoor festivals and events, which may draw very large numbers of people during the Term. Nothing in this Agreement shall be construed as creating a "landlord" and "tenant" relationship.

2. TERM

Subject to the provisions of this Agreement, the term ("Term") of this license shall be the day of the Event (as defined below), during the hours specified on your order form.

If:

- (i) the Licensee breaches the terms of this Agreement; or
- (ii) the Licensor is unable to continue to make the Licensed Area available for use by the Licensee during the Term due to Force Majeure (as defined in Section 12 hereof),

the Licensor may immediately terminate the Agreement by delivering notice of termination to the Licensee either at the address for notices set out in Section 10 below or, during the Term, in person in the Licensed Area. Upon termination in accordance with this Section 2, the Licensee shall immediately cease its conduct of the Event and comply with the provisions of Section 4(b) hereof.

3. LICENSE FEE

Upon submission of the order form, the Licensee shall pay to the Licensor the Licensee fee (the "License Fee") in the amount set out on Your order form, plus applicable taxes. The License Fee shall **not** be refundable, regardless of whether the Event is prevented from taking place as a result of inclement weather, or any other cause whatsoever, however in the case of poor weather we will offer You the opportunity to reschedule the Event.

4. LICENSEE'S OBLIGATIONS

- (a) The Licensee hereby accepts the Licensed Area in "as-is, where is" condition.
- (b) The Licensee covenants with the Licensor that upon termination of the Term, the Licensee shall make good any damages caused to the Licensed Area and shall leave the Licensed Area in a neat, clean and broom swept condition.
- (c) The Licensee shall not make any improvements, alterations, modifications or renovations to the Licensed Area without first obtaining the approval of the Licensor, which approval may be unreasonably withheld. Without limiting the generality of the foregoing, the Licensee may not remove or cover any identifiable trade-marks or signs in the Licensed Area.
- (d) The Licensee shall conduct the Event on the Licensed Area in such a manner so as to minimize any interference or disruption with the activities conducted by the Licensor's other tenants/licensees on the Complex.
- (e) The Licensee shall ensure that the Event is of moral and reputable character, and that all photographs taken during the Event (i) are free of any direct or indirect meaning which is derogatory to, or an exploitative representation or portrayal of, any person or group of persons, (ii) are unlikely, in light of prevailing community standards, to cause offense and (iii) will not injure the name, reputation or standing of the Licensor, in any way, directly or indirectly.
- (f) The Licensee shall not take photographs in any tenant spaces nor shall it block any entrances or stairways to tenant spaces. The Licensee shall not climb on any structures, or artifacts or ladders.

5. USE

The Licensee shall not cause, suffer or permit the Licensed Area to be used for any purpose other than for conducting photography (the "Event"). On the day of the Event, the Licensee shall report to the guardhouse in order to gain access to the Licensed Area within the Complex.

6. LICENSOR'S NON-LIABILITY

The Licensor and the Agent make no representations or warranty whatsoever about the conditions of the Licensed Area during the Term, including without limitation, the number of people or vendors that may be present in the Licensed Area, the noise-level or cleanliness of the Licensed Area, including the presence of ice, snow, slush or mud in the Licensed Area, due to weather conditions or otherwise. The Licensee agrees that the Licensor, the Agent and Cityscape Development Corp., Dundee Distillery District Limited Partnership, Dundee Distillery District Commercial Limited Partnership, Dundee Distillery District (GP) Inc., Dundee Distillery District (GP) Commercial Inc., and Dundee Realty Corporation, 2007414 Ontario Inc., 2007416 Ontario Inc., 2007417 Ontario Inc., 2007419 Ontario Inc., Dundee Realty Management Corp. (collectively the "Affiliated Companies") shall not be liable or responsible in any way for any injury, death, loss or damage to any person or property owned by or being the responsibility of the Licensee in the Licensed Area, or any interference with or disturbance or disruption of the Event, no matter how same shall be caused and whether or not such loss or damage or interference, disturbance or disruption is caused or contributed to by the negligence of the Licensor, the Agent and the Affiliated Companies or in law responsible. Without limiting the generality of the foregoing, the Licensor, the Agent and the Affiliated Companies shall not be liable or responsible for any injury, death, loss or damage to any person or property caused or contributed to by any of the following: fire, explosion, steam, water, rain, snow, electricity, gas, falling wood or plaster, dampers or leaks from any pipes, appliances, plumbing works, roof, exterior walls or any other source whatsoever. Licensor and the Affiliated Companies shall not be liable or responsible in any way for any loss or damage, injury or death to any person or property caused by any other licensee or tenant or occupant of the Complex or by the public or by the construction of any public, quasi public or private work or utilities. All property owned by the Licensee or for which the Licensee is legally responsible, kept or stored in or about the Licensed Area shall be at the sole risk of the Licensee and the Licensee shall indemnify the Licensor, the Agent, and Affiliated Companies then save it harmless in respect of the same. Without in any way limiting or affecting the generality or interpretation of the foregoing provision, it is agreed that the Licensor, the Agent and Affiliated Companies shall in no event be liable for any indirect or consequential damage suffered by the Licensee.

7. INDEMNITY

The Licensee shall indemnify the Licensor, the Agent, and the Affiliated Companies and all of their servants, agents, employees, contractors and persons for whom the Licensor, the Agent, and the Affiliated Companies are in law responsible and all other licensees, tenants and occupants of the Complex and shall hold each of them harmless from and against any liabilities, claims, damages, losses and expenses, due to, arising from or to the extent contributed to by:

- (a) any breach by the Licensee of any of the provisions of this Agreement;
- (b) any interference with or disruption of the conduct of business by any tenant or occupant of premises in the Complex; and
- (c) any act or omission of the Licensee or its servants, employees, licensee, and any other persons for whom the Licensee is in law responsible, in and around the Licensed Area or the Complex.

8. REMEDIES

If the Licensee defaults in the performance of any obligation hereunder, then the Licensor may immediately terminate this Agreement.

