

Dated: January 15, 2015
Cont #: COLLIN17

FESTIVAL LICENSE AGREEMENT

This Festival License Agreement ("Agreement") is made as of January 15, 2015, by and between Elvis Presley Enterprises, Inc., a Tennessee corporation, having its principal office at 3734 Elvis Presley Boulevard, Memphis, Tennessee 38116 ("Licensor") and The Corporation of the Municipality of the Town of Collingwood o/a The Collingwood Elvis Festival, having its principal office at 97 Hurontario Street, Collingwood, Ontario, L9Y 2L9, Canada ("Licensee").

WHEREAS, Licensor is the owner of (i) the trademarks ELVIS, ULTIMATE ELVIS TRIBUTE ARTIST CONTEST™ and the accompanying logo (the "Logo") attached as Exhibit A (the "Marks"), and (ii) all copyright rights in and to the Ultimate Elvis Tribute Package (the "Package" and together with the Marks, the "Property");

WHEREAS, Licensee desires to use (i) the ELVIS Mark as part of the name of the festival: The Collingwood Elvis Festival, taking place on July 23-26, 2015, at Eddie Bush Memorial Arena (the "venue"), and (ii) the other Property in connection with the development, organization, preparation, presentation, and promotion of an official licensed Elvis Presley tribute artist contest (the "Contest"), which contest will take place on July 26, 2015, at the Festival; and

WHEREAS, one promotional benefit of the Contest is that the winner of the Contest will be awarded a spot in the qualifying rounds of the ULTIMATE ELVIS TRIBUTE ARTIST CONTEST™ to be held in Memphis, Tennessee during Elvis Week in August, 2015, provided that Licensee complies with the terms and conditions of this Agreement.

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

1. LICENSE GRANT.

(a) Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive license during the Term to use:

(i) the ELVIS Mark solely as part of the name of The Collingwood Elvis Festival on promotional materials, including, without limitation, advertising, point of sale materials, website, signage, and other advertising materials (the "Promotional Materials");

(ii) the ULTIMATE ELVIS TRIBUTE ARTIST CONTEST and Logo Marks solely on Promotional Materials;

(iii) the Package in connection with the development, preparation, organization, presentation, and promotion of the Contest at the Festival. Licensor reserves any rights, benefits and opportunities not expressly granted to Licensee under this Agreement.

Dated: January 15, 2015
Cont #: COLLIN17

(b) In connection with Licensor's promotion, commercialization and exploitation of the Ultimate Elvis Tribute Artist Contest (including via Internet, television, promotional materials, and/or merchandise), Licensor shall have the perpetual right on a gratis basis to reference the Contest and use still photographs and audiovisual materials associated with the Contest in any manner, media, and platforms, whatsoever, now or hereafter known.

(c) LICENSEE AGREES THAT IT SHALL ABIDE BY THE ULTIMATE ELVIS TRIBUTE ARTIST CONTEST OFFICIAL RULES AND GUIDELINES PROVIDED IN THE PACKAGE.

(d) With the exception of using the Marks to promote the Contest taking place at the Contest venue, Licensee shall have no right to utilize any Licensor Intellectual Property, including as part of any co-branded campaign with Licensee's marks and/or logos.

2. TERM.

The term of this Agreement shall begin on January 15, 2015, and end on December 31, 2015 (the "Term"), unless sooner terminated in accordance with the provisions of this Agreement.

3. APPROVAL RIGHTS/QUALITY CONTROL.

(a) LICENSEE AGREES THAT IT SHALL ABIDE BY THE ULTIMATE ELVIS TRIBUTE ARTIST CONTEST OFFICIAL RULES AND GUIDELINES PROVIDED IN THE PACKAGE.

(b) LICENSEE SHALL ENSURE THAT AT LEAST TEN (10) ELVIS TRIBUTE ARTISTS PERFORM IN THE CONTEST. IF LICENSEE IS NOT ABLE TO FIELD A GROUP OF TEN ELVIS TRIBUTE ARTIST CONTESTANTS TO PERFORM IN THE CONTEST, THEN LICENSOR, IN ITS SOLE DISCRETION, MAY CHOOSE TO DISQUALIFY THE WINNER FROM COMPETING IN THE QUALIFYING ROUNDS OF THE CONTEST IN MEMPHIS, TENNESSEE.

(c) Licensee shall promptly advise Licensor of all activities and performances, other than the Contest, that Licensee or the venue hosting the Contest intend to have in association with the Contest and Festival. All such activities and performances that concern or relate to Elvis Presley or Elvis Presley tribute artists shall be pre-approved by Licensor (such approved activities and/or performances shall be hereinafter referred to as "Approved Activities").

(d) All Promotional Materials must be pre-approved in writing by Licensor prior to Licensee's use of such Promotional Materials. If Licensor fails to approve the Promotional Materials submitted by Licensee within fifteen (15) business days after receipt of Licensee's submission, such failure shall constitute a disapproval of the submission. If any Promotional Materials are approved by Licensor, Licensee may thereafter use such Promotional Materials to promote the Contest. Licensee shall maintain the same quality in the Promotional Material as in the samples approved by Licensor. All submissions shall be sent to Licensor's address provided

Dated: January 15, 2015
Cont #: COLLIN17

in Paragraph 11(a). Notwithstanding the foregoing, subject to Licensor's approval rights set forth in this Agreement, (i) Licensee shall have the right to use the Marks to promote the Contest taking place at a Contest and/or Festival venue, which right shall not be deemed a "co-branding" for the purpose of this Agreement, and (ii) a venue host shall have the right to list and inform its patrons that said Contest is taking place, along with other events taking place, at said venue.

(e) Other than as pre-approved by Licensor in writing, Licensee may not use the Marks in a co-branding or commercial tie-in arrangement, nor combine the Marks with any other logo, design, symbol, trademark, service mark, company or corporate name or commercial slogan.

(f) Licensee shall not advertise the Marks or other Licensor Intellectual Property on billboard, radio, or television without the prior written consent of Licensor.

(g) All use of the Marks on Promotional Materials shall be of the highest quality consistent with the standing of the Licensor Intellectual Property. Licensee may not use the Property in any manner which would disparage or tarnish or dilute the distinctive quality of the Property or the reputation and goodwill embodied in the Property or which would reflect adversely on Licensor.

(h) Licensee shall seek Licensor's prior written approval with respect to all sponsors for the Festival and/or Contest, provided that EPE shall have five (5) business days within which to respond to any request for approval and approval shall not be unreasonably withheld. If Licensor does not respond in writing to such request within such five (5) business day period, then such request shall be deemed disapproved. Notwithstanding the foregoing, Licensee shall have no right to (i) retain any sponsor whose sponsorship would be derogatory to Elvis Presley, his heirs, EPE, and/or the Elvis Presley brand, and (ii) unless otherwise approved by Licensor, retain any sponsor that operates a hotel, casino, or is involved in gaming, or a live entertainment production.

(i) Legal Notices. The following legends shall appear at least once on each piece of Promotional Material:

Elvis™, Elvis Presley™ and Ultimate Elvis Tribute Artist Contest™; Rights of Publicity and Persona Rights: ABG EPE IP LLC.

(j) Licensee will not intentionally defame or bring damage to Elvis Presley or Licensor, nor utilize the tribute artists in any other fashion other than as performers in the Contest or as performers during the Festival as part of other Approved Activities (e.g., the performers will not be asked to participate in a pie eating contest or run a half marathon). Neither the Contest nor the other Approved Activities shall contain derogatory or defamatory references to Elvis Presley and/or Licensor, and Licensee shall only utilize the Property in good taste.

(k) Prior to the participation of any tribute artist in the Contest, Licensee acknowledges that it will require such tribute artist to execute the Ultimate Elvis Tribute Artist

Dated: January 15, 2015
Cont #: COLLN17

Contest Release Form (the "Release") which is contained in the Package, and Licensee shall promptly deliver to Licensor all Releases.

(l) Licensee shall ensure that it has a sound system of sufficient quality for the Contest.

(m) Licensee shall ensure that the judges it selects to judge the Contest act fairly and unbiased in their voting and are not inappropriately affiliated with any of the Elvis Tribute Artist contestants. If Licensor determines, in its own discretion, that Licensee has failed to comply with the quality control standards set forth in this Paragraph, such failure will be deemed a material default under this Agreement, and Licensor shall have the right to terminate this Agreement, as provided for in Paragraph 9 and the Contest winner shall be disqualified from the qualifying rounds of the Ultimate Elvis Tribute Artist Contest in Memphis, Tennessee. Promptly after the Contest, Licensee shall send to Licensor all judges sheets for verification by Licensor.

(n) Unless otherwise agreed, any approval required by this Agreement to be obtained from Licensor must be in writing and may be withheld by Licensor for any reason deemed justifiable in the sole determination of Licensor.

4. SALE OF MERCHANDISE.

(a) Any merchandise (e.g., t-shirts, mugs, posters) promoted, sold or distributed at the Contest, Festival or otherwise by Licensee that incorporates the name, likeness or image of Elvis Presley (the "Elvis Identification Rights"), Marks, or any other trademarks or copyrights owned by Licensor (or similar thereto or derivative thereof), including without limitation, the name of the Festival (collectively, the "Licensor Intellectual Property") must be either (a) purchased from Licensor or (b) purchased from companies officially licensed by Licensor. At no time will Licensee allow unlicensed merchandise to be sold or distributed. Licensor shall provide Licensee with a list of approved companies that Licensee may contact regarding the sale of merchandise bearing the Licensor Intellectual Property.

(b) In connection with the Festival and/or Contest, Licensee may manufacture and sell those items of merchandise identified on Exhibit B that incorporate the Festival and/or Contest name (the "Licensed Products"). In order to maintain the quality reputation of the Licensor Intellectual Property, Licensee shall submit to Licensor for prior written approval a pre-production submittal of the proposed Licensed Product. Licensee shall not manufacture, sell, or distribute the Licensed Product before obtaining Licensor's prior written approval. Licensee shall maintain the same quality in the Licensed Product sold as in the samples approved by Licensor. The following legends shall appear at least once on each Licensed Product: Elvis Presley™; Rights of Publicity and Persona Rights: ABG EPE IP LLC. Photo © 2014 ABG EPE IP LLC. If Licensor determines, in its own discretion, that Licensee has failed to comply with the quality control standards set forth in this Paragraph, such failure will be deemed a material default under this Agreement, and Licensor shall have the right to terminate this Agreement, as provided for in Paragraph 9.

Dated: January 15, 2015
Cont #: COLLIN17

(c) Licensee shall maintain the same quality in the Licensed Product(s) produced as in the samples approved by Licensor. Upon commencement of manufacture and distribution of the Licensed Product(s) after all required approvals have been given by Licensor, Licensee shall submit, at its own cost, one production sample of each of the Licensed Product(s).

(d) If Licensee is utilizing a third party printer or manufacturer ("Manufacturer") to make the Promotional Materials or Licensed Products, Licensee shall have the proposed Manufacturer sign in triplicate an original agreement identical to the attached Exhibit C (the "Manufacturer's Agreement"). Licensee shall deliver the Manufacturer's Agreement signed by Licensee and the proposed Manufacturer to Licensor, and Licensee shall obtain Licensor's signature on the Manufacturer's Agreement before the manufacture of the Promotional Materials or Licensed Products.

(e) Other than as described herein, Licensee may not manufacture, distribute, and/or sell any items of merchandise whatsoever bearing the Licensor Intellectual Property.

5. FEES.

(a) In consideration of the use of the Property, Licensee agrees to pay Licensor a guaranteed and non-refundable fee in the amount of Eight Thousand dollars (\$8,000.00). With respect to the sale of Licensed Products authorized under Paragraph 4(b), Licensee shall pay to Licensor an administrative fee in the amount of Five Hundred Dollars (\$500.00). The payments are due as follows:

Advance, Due at Signing:	\$3,000.00
March 1, 2015:	\$3,000.00
May 31, 2015:	\$2,500.00

(b) OTHER THAN FOR AN EVENT OF FORCE MAJEURE (DEFINED BELOW), IF LICENSEE CANCELS THE FESTIVAL AND/OR CONTEST FOR ANY REASON INCLUDING A FAILURE TO GET

A NUMBER OF ELVIS TRIBUTE ARTISTS TO PERFORM IN THE CONTEST, LICENSEE ACKNOWLEDGES THAT IT SHALL STILL BE OBLIGATED TO PAY THE LICENSE FEE UPON THE DUE DATES SPECIFIED HEREIN.

(c) Licensee will be solely responsible for all clearance fees, public performance fees, and royalties associated with the music used and/or broadcast throughout the Contest, including any fees that are due to ASCAP, BMI, or SESAC.

(d) Force Majeure. Neither party shall be liable for a failure to perform any of its obligations hereunder (other than Licensee's use of Property, quality control and approval obligations hereunder) when such failure is caused by or results from (i) strike, blacklisting, boycott or sanctions however incurred; (ii) acts of God, public enemies, authority of law, embargo, quarantine, riot, insurrection or war; (iii) inability to obtain raw materials; or (iv) any other cause beyond their respective control. In the event either party is unable to perform its

Dated: January 15, 2015
Cont #: COLLIN17

material obligations hereunder as a consequence of any of the contingencies set forth in this Paragraph for a period of ninety (90) days or more, either party hereto may terminate this Agreement, which termination shall relieve each party of any liability to the other based upon such termination.

6. BROADCAST/VIDEO RIGHTS.

(a) Broadcast of Contest. If Licensee has recording equipment available, subject to Paragraph 6(b), Licensee is permitted to videotape and/or film the Contest in its entirety.

(b) Use of Footage. With the exception of permitting news organizations to use and/or film portions of the Contest for news programming purposes only, Licensee shall have no right to broadcast, sell or distribute any filmed or videotaped version of all or any part of the Contest without Licensors prior written consent. If Licensee videotapes the Contest, Licensee agrees to supply Licensors with a copy of all of the footage of the Contest (including edited versions and unedited versions), in a digital format (the "Licensee Footage") and Licensee grants Licensors the irrevocable and perpetual right to use, distribute, exhibit, edit, reproduce, transfer, publicly and privately display, broadcast, transmit and exploit such Licensee Footage throughout the universe in perpetuity on a gratis basis, in any and all media, manners and platforms now or hereafter known.

(c) Third Party Videotaping of the Contest. Licensee shall post a sign near the stage which states the following:

"Commercial reproduction, distribution or transmission of any part of the Ultimate Elvis Tribute Artist Contest™ without the prior written permission of Elvis Presley Enterprises, Inc. is not permitted."

(d) Licensors Footage. Licensors shall have the right to videotape and/or film the Contest and the Festival, including other Approved Activities (the "Licensors Footage") and shall be the owner of all copyrights in and to such Licensors Footage, and shall have the irrevocable and perpetual right to use, distribute, exhibit, edit, reproduce, transfer, publicly and privately display, broadcast, transmit and exploit such Licensors Footage throughout the universe in perpetuity, in any and all media, manners and platforms now or hereafter known.

7. OWNERSHIP.

(a) Ownership of Property. Licensee acknowledges that, as between Licensee, on the one hand, and Licensors, on the other, Licensors is the exclusive owner, to the extent Licensors may own such rights under applicable law, of all right, title and interest in and to the Property and is also the owner of the secondary meaning and goodwill attached to the Property in connection with the business and services for which the same has been, is or shall be used. Uses of the Property by Licensee shall be deemed to have been made by Licensors for purposes of registration of the Property, and all uses of the Property by Licensee shall inure to the benefit of Licensors. Licensee shall not acquire any ownership rights to the Property by virtue of this Agreement, and Licensee shall not at any time challenge or otherwise contest the title or any

Dated: January 15, 2015
Cont #: COLLIN17

rights of Licensors to the Property or the validity of the license being granted, or otherwise do or suffer to be done any act or thing which may in any way adversely affect any rights of Licensors in and to the Property. Licensee agrees that it will, at any time both during the Term and thereafter, execute such documents, as Licensors may deem necessary or desirable for effecting the provisions of this Paragraph.

(b) Damages for Unauthorized Use. Licensee acknowledges that the Property possesses special, unique, and extraordinary characteristics, which make difficult the assessment of monetary damages which Licensors would sustain by Licensee's unauthorized use. Licensee recognizes that Licensors would suffer irreparable injury by such unauthorized use and agrees that injunctive and other equitable relief are appropriate in the event of a breach of this Agreement by Licensee. Such remedy shall not be exclusive of any other remedies available to Licensors.

8. INDEMNIFICATION AND INSURANCE.

(a) Licensee agrees to indemnify, hold harmless and defend Licensors with legal counsel acceptable to Licensors from and against all demands, claims, injuries, losses, damages, actions, suits, causes of action, proceedings, judgments, liabilities and expenses, including attorney's fees, court costs and other legal expenses, arising out of or connected with (i) the breach by Licensee of this Agreement or any warranties or representations made by Licensee herein; (ii) any claim or action for personal injury or death arising from the staging of the Festival, Contest, or other Approved Activities; (iii) any actual or alleged infringement by Licensee of any copyrights, trademarks, publicity rights or any proprietary rights of any third party; (iv) any breach by Licensee of any statutory or regulatory law or order; and (v) any use of the Property which is contrary to the terms of this Agreement. Licensee is responsible for Guild or Union fees where applicable.

(c) Licensee agrees to provide comprehensive general liability insurance including, without limitation, coverage to protect against any and all injury to persons or property as a consequence of the operation of the Contest. Such liability insurance shall not have a limit of less than one million dollars (\$1,000,000), combined single limit for the bodily injury and property damage. Certificates of insurance relating to the coverage listed above shall be furnished by Licensee to Licensors upon Licensors's request.

9. TERMINATION.

(a) Licensors's Right to Terminate Agreement. Licensors may terminate this Agreement effective immediately and may withdraw its endorsement of the Contest if Licensee commits any material breach of any provision of this Agreement. Upon termination, the Contest winner shall be disqualified from the qualifying rounds of the Ultimate Elvis Tribute Artist Contest in Memphis, Tennessee.

(b) Post Termination Rights. After the expiration or termination of this Agreement, all rights granted to Licensee under this Agreement shall revert to Licensors, and Licensee shall refrain from further use of the Property or any further reference to the Property, either directly or

Dated: January 15, 2015
Cont #: COLLIN17

indirectly, or from use of any other Licensor Intellectual Property in connection with the Festival, Contest, or any future festivals, contests, activities, or performances.

10. SURVIVAL.

Upon any expiration or termination of this Agreement, neither party shall have any obligations to the other except as set forth in Paragraphs 5-11 hereof which shall survive the termination of this Agreement, as well as the provisions of this Agreement which by their terms or by implication are to have continuing effect after the termination or expiration of this Agreement.

11. MISCELLANEOUS.

(a) Notices. All notices and statements to be given hereunder, shall be given or made at the respective address of the parties as set forth below unless notification of a change of address is given in writing. Any notice shall be sent by registered or certified mail or by reputable overnight courier service, and shall be deemed to have been given at the time it is mailed.

Licensor:

ELVIS PRESLEY ENTERPRISES, INC.
3734 Elvis Presley Blvd.
Memphis, TN 38116
Attention: Marketing Department

Licensee shall send payments to the addresses set forth below or at such other address Licensor may specify in the future:

ELVIS PRESLEY ENTERPRISES, INC.
P. O. Box 2082
Memphis, TN 38101-2082

Licensee:

The Corporation of the Municipality of the Town of Collingwood
o/a The Collingwood Elvis Festival
97 Hurontario Street
Collingwood, Ontario L9Y 3Z5
Canada

(b) Assignment. Licensee shall not assign, transfer or sublicense any of its rights under this Agreement or delegate any of its obligations under this Agreement without Licensor's prior written approval. Any attempted assignment, transfer, sublicense or delegation by Licensee without such approval shall be void and a material breach of this Agreement. Subject to the

Dated: January 15, 2015
Cont #: COLLIN17

foregoing, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

(c) Waiver. No waiver of any term or condition of this Agreement shall be deemed to have been made unless expressed in writing and approved in writing by an executive of Licensors.

(d) Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable, in whole or in part, the remaining terms and provisions shall be unimpaired.

(e) Independent Parties. Licensee is an independent contractor and not an agent, partner, joint venturer, affiliate or employee of Licensors.

(f) Governing Law/Jurisdiction. This Agreement will be deemed to have been executed in the State of Tennessee and will be construed and interpreted according to the laws of that State without regard to its conflicts of law principles or rules. The parties agree that any legal action or proceeding with respect to this Agreement shall be brought in the United States District Court for the Western District of Tennessee or, if such court does not have jurisdiction, in any court of general jurisdiction in Shelby County, Tennessee. Licensee consents to the personal jurisdiction of such courts, agrees to accept services of process by mail and hereby waives any jurisdictional or venue defenses otherwise available to it.

(g) Entire Agreement. This Agreement and the Ultimate Elvis Tribute Artist Contest Official Rules and Guidelines constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, supersedes any and all prior and contemporaneous negotiations, understandings or agreements in regard to such subject matter and is intended as a final expression of their agreement and may be amended only by written instrument expressly referring to this Agreement setting forth such amendment and signed by Licensors and Licensee.

(h) Attorney's Fees. If Licensors brings any legal action or other proceeding to interpret or enforce the terms of this Agreement, then Licensors shall be entitled to recover reasonable attorneys' fees and any other costs incurred, in addition to any other relief to which it is entitled.

(i) Headings. The captions for each Paragraph have been inserted for the sake of convenience and shall not be deemed to be binding upon the parties for the purpose of interpretation of this Agreement.

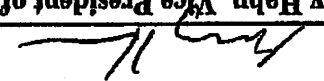
(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


(k) Confidentiality. This Agreement and contents hereof constitute a confidential business relationship between the parties. Each party acknowledges that significant damage could be done to the other one should the terms of this Agreement become public knowledge.


Dated: January 15, 2015
Cont #: COLLIN17

Both parties agree that they will not reveal the terms of this Agreement to any third party (excluding agents, attorneys, representatives and others with whom they have legal obligation to disclose) and that they will exercise reasonable precautions to insure that neither they nor their employees or agents shall allow the terms of the agreement to become public knowledge.

ELVIS PRESLEY ENTERPRISES, INC.
"LICENSOR"

By: 
Gary Hahn, Vice President of Marketing & Media
Date: 04/13/2015

The Corporation of the Municipality of the Town of Collingwood
o/a The Collingwood Elvis Festival
"LICENSEE"
By: 
Dean Collier
Title: Director of Parks, Recreation & Culture
Date: March 13, 2015


Rosemarie O'Brien
Fest. Gen. Mgr
March 13, 2015

Dated: January 15, 2015
Cont #: COLLIN17

EXHIBIT A

Logo



— *Ultimate* —
ELVIS
TRIBUTE ARTIST CONTEST™
— 2015 —

In Partnership with Elvis Presley Enterprises, Inc.

©EPE, Inc. Reg. US Pat. & TM Off.

Dated: January 15, 2015
Cont #: COLLIN17

EXHIBIT B

LICENSED PRODUCTS

Promotional Materials
Product List - TBD

Dated: January 15, 2015
Cont #: COLLIN17

EXHIBIT C

MANUFACTURER'S AGREEMENT

This Manufacturer's Agreement is made pursuant to the License Agreement between Elvis Presley Enterprises, Inc. ("EPE") and the undersigned **The Corporation of the Municipality of the Town of Collingwood o/a The Collingwood Elvis Festival** ("Licensee"), a copy of which is attached hereto and made a part hereof ("License Agreement"). The term of this Agreement shall begin on January 15, 2015, and end on August 31, 2015, unless sooner terminated in accordance with Paragraph 9 of the License Agreement.

Manufacturing Company Name

Manufacturer Company Address (City, State, Zip, Country)

Manufacturing Location Address (City, State, Zip Country)

Contact Person

Telephone Number

Fax Number

List the Licensed Product(s) you will manufacture. (Attach a separate sheet, if necessary to list all of the Licensed Product(s)).

Manufacturer desires to manufacture and sell to Licensee the above listed Licensed Product(s) bearing the name, likeness and image of Elvis Presley and in and to the trademark(s) listed in Exhibit F (herein after referred to as the "Property"). Such Licensed Product(s) shall be manufactured only at Manufacturing Location. In consideration of EPE's approval of the manufacture by Manufacturer of any Licensed Product(s) listed in Exhibit A of the License Agreement bearing the Property, the parties agree as follows:

Manufacturer acknowledges the validity of and EPE's sole title to the Property. Manufacturer agrees that its right to manufacture Licensed Product(s) with the Property thereon is in all respects subject to the terms and conditions in the License Agreement, including, but not limited to, the termination provisions and restrictions on the use of the Property. Manufacturer agrees that the provisions of the License Agreement shall take precedence over and supersede any agreements between Licensee and Manufacturer. Manufacturer shall sell Licensed Product(s) with the Property thereon only to Licensee. Manufacturer agrees that its manufacture of Licensed Product(s) shall give Manufacturer no right to use the Property or to sell Licensed Product(s) bearing the Property beyond the expiration or termination of the License Agreement. If Licensee's right to use the Property expires or terminates, Manufacturer agrees to make no claim against Elvis Presley Enterprises, Inc. for any reason.

Manufacturer will conform to all local laws and customs regarding hiring practices, wage and working conditions. Under no circumstances will Manufacturer involve the production of Licensed Product(s) in an environment where underage labor is employed. Manufacturer will not utilize factories or production facilities that force work to be performed by unpaid laborers or those who must otherwise work against their will.

Manufacturer further represents and warrants that it has adopted the Fair Labor Association Workplace Code of Conduct (the "Code") listed below:

- (a) Forced Labor: There shall not be any use of forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise.
- (b) Child Labor: No person shall be employed at an age younger than 15 (or 14 where the law of the country of manufacture allows) or younger than the age for completing compulsory education in the country of manufacture where such age is higher than 15.
- (c) Harassment or Abuse: Every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse.
- (d) Nondiscrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.
- (e) Health and Safety: Employers shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities.
- (f) Freedom of Association and Collective Bargaining: Employers shall recognize and respect the right of employees to freedom of association and collective bargaining.
- (g) Wages and Benefits: Employers recognize that wages are essential to meeting employees' basic needs. Employers shall pay employees, as a floor, at least the minimum wage required by local law or the prevailing industry wage, whichever is higher, and shall provide legally mandated benefits.
- (h) Hours of Work: Except in extraordinary business circumstances, employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture or, where the laws of such country do not limit the hours

Dated: January 15, 2015
Cont #: COLLIN17

of work, the regular work week in such country plus 12 hours overtime and (ii) be entitled to at least one day off in every seven day period.

j) Overtime Compensation: In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

j) In addition to complying with all applicable laws and regulations of the country of manufacture, companies must comply with this code, and must require their licensees, contractors and suppliers to do the same.

If Manufacturer is found not to be in compliance with the above requirements, it will no longer be permitted to be a manufacturer or Licensed Product(s).

ELVIS PRESLEY ENTERPRISES, INC.

MANUFACTURER

By: _____
Gary Hahn, Vice President of Marketing & Media

By: _____

Title: _____

Date: _____

Date: _____

The Corporation of the Municipality of the Town of Collingwood

O/A The Collingwood Elvis Festival

By: _____

Title: _____

Date: _____