

TERMS AND CONDITIONS YVR FILMING LICENCE

1. **Entire Agreement**: - When duly executed by authorized officers of both parties, this document and any attachments mentioned as forming part of this Licence constitute the entire Licence between the parties with respect to the subject matter hereof, and any representation or statements heretofore made with respect to such subject matter whether oral or written, are merged herein. This Licence may be altered or amended only by written instrument executed by both parties hereto.
2. **Ground Lease** - This Licence is subject to the terms of the "Ground Lease" which means the lease agreement dated June 30, 1992 and registered in the New Westminster Land Title Office under No. BF247009 made between Her Majesty the Queen in right of Canada as Landlord and Vancouver International Airport Authority as Tenant and includes any Instrument as defined therein, all as may be amended from time to time. The Licensor and Licensee acknowledge and agree that the Ground Lease requires that this Licence contain certain covenants, obligations and agreements and the parties agree those provisions are incorporated into this Licence as if they were set forth in this Licence and to the extent of a conflict between the terms of the Ground Lease and the specific terms of this Licence, the terms of the Ground Lease shall prevail and the Licensee agrees to do all things necessary to enable compliance by the Licensor with the Ground Lease. No Member of the House of Commons shall be admitted to any share or part of this Licence or to any benefit to arise therefrom.
3. **Payment of Fees** - The Licensee shall pay all fees herein reserved at the time and in the manner in this Licence set forth, without any abatement or deduction whatever.
4. **Payment of Interest** - If the fees herein are not paid by the date set for payment, the Licensee shall pay interest on the unpaid fees at the rate of 1.5 percent per month (18% per annum) from the date the fees are due and payable until fully paid after and before judgement.
5. **Assignment** - The Licensee shall not assign or transfer this Licence in whole or in part except to a corporation defined as an "affiliate" under the Canada Business Corporations Act without the prior written consent of the Licensor.
6. **Compliance with Regulations and Directives** - The Licensee shall abide by and comply forthwith at its expense with all laws, regulations, requirements and recommendations made by federal, provincial, municipal or other authorities and all directions as may be issued from time to time by the Licensor concerning the operation of the Airport.
7. **Access** - The Licensor's directors, officers, employees and agents and any other person the Licensor may authorize shall, at all times and for all purposes have full and free access to the areas used by the Licensee pursuant to this Licence.
8. **Risks** - The Licensor shall not be responsible in any way for any injury to any person or for any loss of or damage to any property belonging to the Licensee, its officers, invitees, agents or employees including any loss or damage caused by theft, breakage, steam, water, rain or snow, or attributable to electric or other wiring or caused by smoke unless such loss, damage or injury was caused due to the negligence of the Licensor or persons for whom it is in law responsible. Under no circumstances shall the Licensor be liable for indirect or consequential damage by reason of interruptions to any service or facility or for any business loss.
9. **Indemnification** - The Licensee shall indemnify and hold harmless the Licensor, its directors, officers, agents and employees from and against all liabilities, losses, suits, claims, demands, fines, damages,

costs and expenses (including all costs for investigation and defence thereof) based upon or attributable to this Licence or any actions taken or things done by the Licensee, its officers, invitees, agents or employees unless such damage or injury was caused due to the negligence of the Licensor or any other person for whom it is in law responsible.

10. **Damage** - Any damage which may, during the existence of this Licence be occasioned to the Licensor's property or any part thereof, or works connected therewith, by the Licensee or the activities of the Licensee, shall forthwith upon notice thereof from the Licensor given orally or in writing, be repaired, rebuilt, replaced and restored by the Licensee to the reasonable satisfaction of the Licensor, or the Licensor may, at its option, repair such damage in which case the Licensee shall upon demand forthwith repay and reimburse the Licensor for all reasonable costs and expenses connected therewith or incidental thereto.
11. **Insurance** - The Licensee shall maintain at all times during the currency of this Licence general liability insurance, for an amount of coverage and in a form acceptable to the Licensor. Proof of required insurance shall be provided to the Licensor before the Licensee commences any activities under this Licence.
12. **Default or Breach** - Upon default or breach in respect of any provision or condition herein, the Licensor may, on reasonable notice, retake possession of any areas used by the Licensee under this Licence and thereupon, the Licensee shall forthwith remove its property from the said premises and upon its failure to do so, the said property shall become the property of and shall vest in the Licensor, without any right of compensation on the part of the Licensee therefor.
13. **Advertising** - The Licensee shall obtain written approval of the Licensor for all signs and advertising materials and the Licensee shall ensure that all services, signs and printed material are provided in both English and French, with equal prominence given to the two languages.
14. **Nuisance** - The Licensee shall not do or permit to be done any act or thing at the Airport which is or would constitute a nuisance to the lands or premises of the Licensor, to the operations of the Airport, to the occupiers of any lands or premises at the Airport or to the public generally.
15. **Cancellation** - This Licence may be cancelled at any time by either party by notice in writing delivered to the other party or sent by facsimile or mail to the last known address.
16. **Prohibited Use** - The Licensee is prohibited from using any photograph, film or other visual image depicting a sign, logo or scene readily identifiable with the Airport. The Licensee shall not use any photograph, film or other visual image depicting a trade-mark, trade name, brand name, logo, certification mark, distinguishing guise, trade dress, corporate name, business name, or other similar indicia or marking of any other party, without the express prior written consent of such party to such use.
17. **Security** - As security for the payment of fees hereunder and the performance of all of the obligations of the Licensee, the Licensee shall provide a security deposit in the amount set out on the preceding page. In the event the Licensee fails to pay to the Licensor any fees or any other sum payable by the Licensee to the Licensor, the Licensor may, in addition to any other right or remedy, deduct the amount owed from the security deposit. At the end of the term of this Licence and upon payment by the Licensee to the Licensor of all sums owing under this Licence, the Licensor shall return the security deposit to the Licensee, without interest.
18. **Ownership of the photography** - Subject to Paragraph 16 of this Licence, the Licensee, its successors, assigns and licensees shall own all rights of every kind in and to all video and sound recordings, motion pictures or photographs made, recorded and/or developed in and about the license

area, including the irrevocable right to use throughout the world, in perpetuity, any such recordings, motion pictures or other photographs of the said license area, and to exhibit, perform and exploit the same in all media by any method or means now known or hereafter devised, including without limitation publicity for such television motion pictures sponsored, sustaining, subscription, pay or other category of television, including video cassettes, video discs or other reproduction or exhibition devices of any kind, and to use all of the foregoing in the advertising and publicizing of the television motion pictures or programs, without liability to the Licensor.