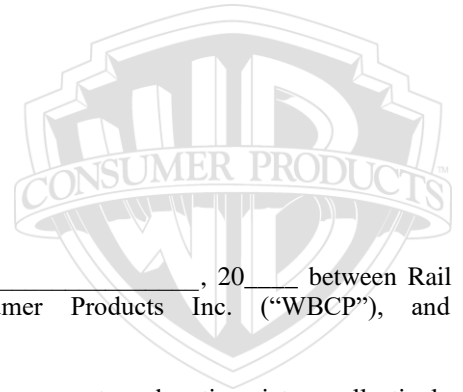


**EXHIBIT 6**  
**#582682-PE-AMD3**



**TRAIN EVENT AGREEMENT**

THIS TRAIN EVENT AGREEMENT (“Train Event Agreement”) is made as of \_\_\_\_\_, 20\_\_\_\_ between Rail Events, Inc., (“REI”) on behalf of itself and of Warner Bros. Consumer Products Inc. (“WBCP”), and \_\_\_\_\_ (“Host Venue”).

WHEREAS, WBCP owns and/or controls the copyright and trademarks in and to the literary property and motion picture collectively identified as ***THE POLAR EXPRESS*** (the “Licensed Property”), including the right to license the Licensed Property,

WHEREAS, Host Venue wishes to develop, build, operate, advertise and promote an admission-based, live railway presentation, based upon and themed to the Licensed Property, that may include a combination of elements such as live performances; live readings of *The Polar Express* book (written by Chris Van Allsburg); appearances by and visits with Santa Claus; use of music and/or audio tracks from the Licensed Property; service of food and/or beverages to guests; sale and distribution of Licensed Products; distribution of Premiums; and other activities determined on a case-by-case basis between Host Venue and REI (collectively, a “Train Event”),

WHEREAS, REI has been properly licensed and empowered by WBCP to: (i) negotiate with and sublicense rights in and to the Licensed Property to a Host Venue specifically for the purpose of the operation of the Train Event which includes activities and requirements specified in the Train Event Guidelines (attached hereto as ***Schedule A***); and (ii) administer this Train Event Agreement to Host Venue,

WHEREAS Host Venue acknowledges and agrees that, notwithstanding the terms of this Train Event Agreement, WBCP has or will grant rights to other third parties, located in the United States and the rest of the world, to use the Licensed Property in connection with the operation of events similar or identical to the Train Event, and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, REI and Host Venue agree as follows:

**1. TRAIN EVENT:**

(a) **Grant of Rights.** Subject to the terms and conditions of this Train Event Agreement, during the Term (as defined in subparagraph (c) below), Host Venue shall have the non-exclusive right to: (i) design, develop, construct and operate a Train Event solely at the Authorized Venue identified below; (ii) advertise and promote the Train Event using Collateral Materials (defined in Paragraph 3(a) below) that are developed, manufactured and distributed by Host Venue through the Territory identified below; (iii) sell and/or distribute Licensed Products (defined in Paragraph 5 below) in connection with the Train Event at the Authorized Venue; and (iv) provide opportunities for guests to purchase photo captures (the “Photo Captures”) as part of the Train Event.

(b) **Authorized Venue & Territory.**

(i) **Authorized Venue:** Host Venue’s right to conduct the Train Event is limited to the following authorized venue (the “Authorized Venue”):

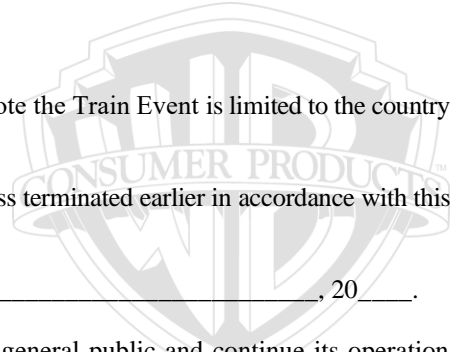
\_\_\_\_\_  
Authorized Venue Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Country

\_\_\_\_\_  
Main Telephone



(i) **Territory:** Host Venue’s right to advertise, market and promote the Train Event is limited to the country where the Authorized Venue is located (the “Territory”).

(c) **Term.** The term of this Train Event Agreement shall be as follows, unless terminated earlier in accordance with this Agreement (the “Term”):

Beginning \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_.

(d) **Operational Period:** Host Venue shall open the Train Event to the general public and continue its operation during the Holiday Season only (the “Operational Period”). “Holiday Season” shall mean \_\_\_\_\_ unless approved otherwise in advance and in writing by REI. For the avoidance of doubt, advertising and promotion of the Train Event may occur at any time during the Term for any upcoming Operational Period.

2. **TRAIN EVENT GUIDELINES.** Unless otherwise approved in advance and in writing by REI, the Train Event must adhere to and be conducted in accordance with the Train Event Guidelines, attached hereto as *Schedule A*, which schedule may be revised by REI from time to time. Additionally:

(a) A written site layout and operating plan should be submitted to REI by Host Venue at least four (4) months in advance of the Operational Period. A representative of REI will review Host Venue’s operating plan and make suggestions and recommendations pertaining to the enhancement of the Train Event as well as address anticipating parking, space needs, logistics, traffic patterns, operating scenarios, rental equipment, food, retail, staffing levels, and/or other Train Event details.

(b) Host Venue agrees and understands that, in the event there is a conflict between the terms of this Train Event Agreement and the Train Event Guidelines (or any revisions made thereto), the terms of this Train Event Agreement shall control.

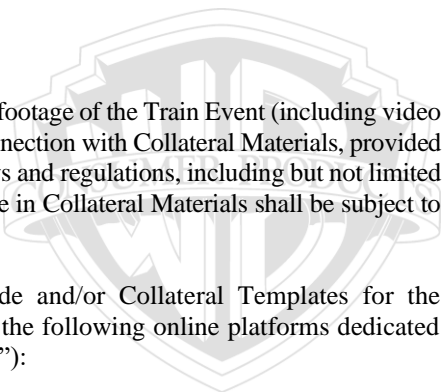
(c) Any additions, alterations and/or changes to the Train Event subsequent to REI’s final approval of the overall Train Event are prohibited unless Host Venue receives the advance written consent of REI.

(d) REI and WBCP shall each have the right to inspect the operation of the Train Event, in person and at any time.

3. **ADVERTISING & MARKETING:** REI shall provide Host Venue with WBCP-approved templates (that incorporate, display, exploit or otherwise use the Licensed Property) that may be customized and used by Host Venue for the specific purposes of advertising and promoting the Train Event in the Territory (collectively, the “Collateral Templates”). Use of Collateral Templates shall be subject to the following terms and conditions:

(a) Collateral Templates may be used for advertising and promotion through and on signage at the Authorized Venue and Train Event tickets; printed promotional materials and billboards; electronic media such as radio and internet/online (including Host Venue’s applicable Dedicated Online Platform, as described in subsection (d) further below); and other print media such as newspapers and/or magazines (collectively, the “Collateral Materials”). For the avoidance of doubt, Collateral Templates may be deemed as part of the Style Guide (as defined in Paragraph 14(b) below), where applicable.

(b) **Television Commercials.** Host Venue understands and agrees that no television commercials may be created and/or distributed in connection with the advertising and promotion of the Train Event without the prior written approval of WBCP, in WBCP’s sole discretion. If Host Venue wishes to utilize television commercials for said purposes, Host Venue must submit the following materials in the successive stages to REI no less than six (6) weeks in advance of the desired initial broadcast date in order to provide adequate time for such submissions to process through WBCP’s brand assurance approval systems: (1) initial concept; (2) storyboard, including written text; (3) rough edit; and (4) final version of the commercial.

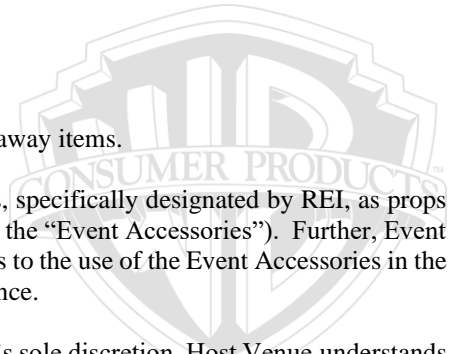
- 
- (c) For the avoidance of doubt, REI may permit Host Venue to record and use footage of the Train Event (including video captures of such footage, still photos and/or filmed b-roll content) in connection with Collateral Materials, provided that Host Venue ensures that such footage complies with all applicable laws and regulations, including but not limited to privacy laws, and provided further that such use of any recorded footage in Collateral Materials shall be subject to WBCP's approval via REI.
- (d) **Dedicated Online Platform.** Host Venue may use the Style Guide and/or Collateral Templates for the development, hosting, servicing, maintenance and update of one (1) of the following online platforms dedicated to the promotion of the Train Event (each a "Dedicated Online Platform"):
- A website; or
  - A webpage on Host Venue's pre-existing website.

The Dedicated Online Platform shall be produced at Host Venue's sole cost and expense. The development and design of the Dedicated Online Platform shall be subject to REI's prior approval (in consultation with WBCP). Further, it is understood and agreed that:

- (i) Host Venue may distribute and sell tickets to the Train Event through the Dedicated Online Platform.
- (ii) The Dedicated Online Platform shall be subject to any terms required by WBCP's affiliate, Warner Bros. Advanced Digital Services, specific to the registration and ownership of the URL if Host Venue's Dedicated Online Platform is a website. For the avoidance of doubt, in the event Host Venue's Dedicated Online Platform is a website, Host Venue agrees that the URL of said website shall be registered in WBCP's name and owned by WBCP.

For the purposes of this Train Event Agreement, the Dedicated Online Platform shall be deemed part of Collateral Materials, where applicable.

4. **MUSIC LICENSE:** Host Venue understands and agrees that it is required to utilize music from *The Polar Express* original motion picture soundtrack (the "Soundtrack Music") in connection with the Train Event. Host Venue understands and agrees that it shall be solely responsible for: (1) obtaining all necessary music rights from the copyright proprietors of the Soundtrack Music, as well as from any other person(s) or entity(ies), including performing rights societies, as may own and/or control such Soundtrack Music rights; and (ii) at its sole expense, the payment of any fees and/or expenses arising from Host Venue's securing of such Soundtrack Music rights. At its sole discretion, WBCP via REI may advise Host Venue as to where to secure such Soundtrack Music rights.
5. **LICENSED PRODUCTS.** As part of the Train Event, Host Venue shall be permitted to sell and distribute products that incorporate, display, exploit or otherwise use the Licensed Property (the "Licensed Products"). Host Venue understands and agrees that:
- (a) Licensed Products may only be sourced from REI and/or from licensees under current contract with WBCP with rights granted to said licensees to distribute and sell Licensed Products in the country where the Authorized Venue is located (each a "WBCP Licensee").
- (b) Upon Host Venue's request at least ninety (90) days in advance of the Operational Period, REI shall provide Host Venue with a list of WBCP licensees from whom Host Venue may source Licensed Products for the ultimate resale and distribution at the Train Event by Host Venue.
- (c) **Premiums.** In support of the Train Event, certain Licensed Products, specifically designated by REI (and subject to certain usage as instructed by REI in advance on a case-by-case basis), may be used as give-away items during the Train Event (the "Premiums"). Host Venue understands and agrees that:
- (i) Premiums may only be sourced from REI. Additionally, Host Venue must submit a request to REI of the total number of Premiums that Host Venue wishes to purchase from REI at least ninety (90) days in advance of the official opening of the Train Event to ensure adequate stock and timely delivery of Premiums from REI.



- (ii) Premiums may not be sold and may only be used as free give-away items.
- (d) **Event Accessories.** Host Venue may utilize certain Licensed Products, specifically designated by REI, as props to enhance the quality and presentation of the Train Event (collectively, the “Event Accessories”). Further, Event Accessories must not be made available for purchase and any exceptions to the use of the Event Accessories in the Train Event must be approved, on a case-by-case basis, by REI in advance.

Unless approved otherwise in advance and in writing directly by REI and in REI’s sole discretion, Host Venue understands and agrees that, other than as set forth under this Train Event Agreement, Licensed Products may not be used for the purposes of promoting any other products and/or services of Host Venue; used as tie-in and/or prizing for charity events, restaurant and/or lodging partnerships; and/or used to generate revenue through any other activities and/or sales.

**6. SPONSORSHIPS:** REI may permit Host Venue to sell local sponsorships only (no national sponsorships) to third party sponsors (“Sponsorships”), which may include, without limitation, sponsor-logo placement at the Authorized Venue and/or in Collateral Materials promoting the Train Event, provided however, that each Sponsorship must be approved in advance and in writing by WBCP via REI. Additionally:

- (a) Any uses of the Licensed Property in connection with Sponsorships must appear separate and apart from any Sponsor’s products or services and must not interact with, point toward, touch, hold or otherwise approve or endorse such Sponsor’s products or services. Additionally, in no manner shall any Sponsorships suggest an approval or endorsement by WBCP and/or of any person associated with the Licensed Property with any of the Sponsor’s products or services.
- (b) **In-Kind Sponsorships.** Host Venue may secure certain Sponsorships where the consideration due to Host Venue is only in the promotional and/or marketing value of such Sponsorships and not in actual cash or actual monetary payment (the “In-Kind Sponsorships”). Such In-Kind Sponsorships must be approved in advance and in writing by WBCP on a case-by-case basis.
- (c) **Exempt Sponsors.** WBCP and REI acknowledge that certain sponsors may be exempt from making monetary payments to Host Venue, including, but not limited to, local government entities and/or non-profit railway preservation foundations (the “Exempt Sponsors”). However, the parties agree that each such Exempt Sponsor must be approved in advance and in writing by WBCP on a case-by-case basis.
- (d) Host Venue shall make good faith efforts to give first consideration to affiliates and licensees of WBCP to be included as potential sponsors in connection with the Train Event.
- (e) For the avoidance of doubt, Sponsorships, other than In-Kind Sponsorships and Exempt Sponsors, shall be subject to the Royalty Rate set forth in Paragraph 9(c) below.

**7. DE-INSTALL PERIOD & SELL-OFF PERIOD:**

- (a) **De-Install Period.** Upon the conclusion of the Operational Period or the expiration or termination of this Train Event Agreement, Host Venue shall de-install and remove all Licensed Property from the Train Event and the entirety of the Authorized Venue within **ninety days (90) days** (the “De-install Period”).
- (b) **Sell-Off Period.** Subject to the terms in Paragraph 21 below, upon the expiration of this Train Event Agreement, Host Venue may continue to distribute and sell its remaining inventory of Licensed Products at its own gift shop/retail area located within the premises of the Authorized Venue, if applicable, for a period of six (6) months (the “Sell-Off Period”). In the event this Train Event Agreement is terminated pursuant to Paragraph 20 below, said Sell-Off Period shall be forfeited by Host Venue and any remaining inventory of Licensed Products in Host Venue’s possession at the time of such termination shall be shipped, at Host Venue’s sole expense, to a location specified by REI.

8. **COMPLIMENTARY TICKETS; DISCOUNTED TICKETS; FREE ADMISSIONS ALLOWANCE:**

- (a) **Complimentary Tickets.** Host Venue shall make available (at Host Venue’s expense) to REI and WBCP (and/or REI/WBCP’s respective designees), at will-call or as otherwise instructed by REI and/or WBCP, and subject to reservations scheduled in advance, a maximum of **thirty (30)** free general admission tickets, each for REI and WBCP, to the Train Event.
- (b) **Discounted Tickets.** On a case-by-case basis, subject to REI’s approval in its sole discretion and reasonable verification, and subject to the terms set forth in Paragraph 10 below, Host Venue may grant discounts on ticket purchases in connection solely with the following:
  - (i) Dynamic pricing (also referred to as “surge pricing”, “demand pricing” or “time-based pricing”) which means the pricing strategy where discounted admission prices are offered based upon current market demands (such as seasonality, competitor pricing, and other external factors in the marketplace);
  - (ii) Discounts offered for military, senior, and/or group ticket purchases, provided that the total number of such discounted purchases by each Host Venue do not exceed the number approved in advance and in writing by REI and subject to REI’s reasonable verification; and
  - (iii) American Automobile Association offered discounts and/or other business-to-business promotional discount offers.

For the avoidance of doubt, Host Venue understands and agrees that it is restricted from granting discounts on ticket purchases to any subsidiary of Host Venue; any other person, firm, or corporation affiliated with Host Venue; or its officers, directors or major stockholders related to all of the foregoing.

- (c) **Free Admissions Allowance.** Host Venue shall be permitted to provide a limited number of admissions, free of charge, solely for the following purposes and not for resale (the “Free Admissions Allowance”):
  - (i) Admissions provided to dress-rehearsal run-throughs and/or media or public-relations run-throughs of the Train Event that are conducted prior to the official opening of Train Events to the general public; and
  - (ii) General admissions to the Train Event used for the purposes of donations to charities (provided such charities are approved in advance and in writing by WBCP in its sole discretion); special promotions, including as prize for game/contest events approved in advance by REI; and/or as gifts to VIPs, special guests and/or Sponsors.
  - (iii) Admissions provided for infants and/or children under the age of 2 years that do not fill a designated seat (each a “Lap Child”), provided that any such Lap Child is accompanied by a parent or guardian who is a purchased-ticket passenger. Notwithstanding the foregoing, in the event a Host Venue chooses to charge admission for a Lap Child, such ticket admission shall be subject to payment of applicable Royalties.

The total number of the Free Admissions Allowance must be approved in advance and in writing by REI, in REI’s sole discretion. For the avoidance of doubt, no Royalties shall be paid by Host Venue to REI on such Free Admissions Allowance.

9. **ROYALTIES:** Host Venue shall pay to REI the following royalties (collectively, the “Royalties”)

- (a) With respect to sales of admissions to the Train Event (the “Admissions Royalties”):

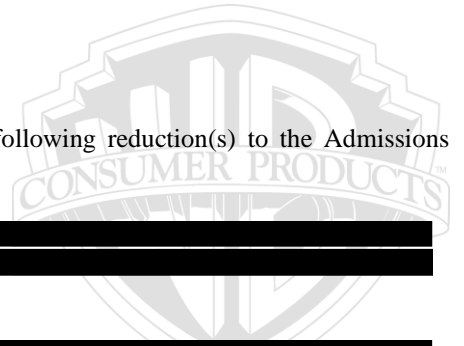
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Additionally, the parties agree that, during each Operational Period, the following reduction(s) to the Admissions Royalty Rate may apply:

- (i) [REDACTED]  
[REDACTED] or
- (ii) [REDACTED]  
[REDACTED] or
- (iii) [REDACTED]  
[REDACTED]

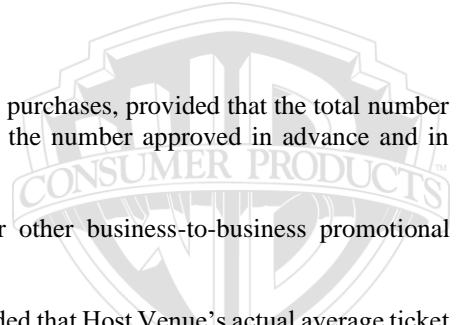
The term “Net Ticket Revenues” shall mean Host Venue’s Adjusted Ticket Sales less the Credit Card/Ticket Fee Deduction. “Adjusted Ticket Sales” shall mean all amounts collected, billed and/or owed to Host Venue for sales of admissions to the Train Event, less Sales Taxes (defined further below) and Allowable Deductions (defined in Paragraph 10 below). For the avoidance of doubt, this includes sales of premium ticket packages which include an admission to the Train Event plus a Premium. The “Credit Card/Ticket Fee Deduction” shall refer to an amount equal to [REDACTED] of Adjusted Ticket Sales, for the purpose of offsetting ticketing processing costs and/or credit card transaction fees.

- (b) With respect to sales of Photo Captures: [REDACTED] of Host Venue’s Photo Revenues. “Photo Revenues” shall mean all amounts collected, billed and/or owed to a Host Venue for sales of Photo Captures at the Train Event, less Sales Taxes and credit card transaction fees (if applicable). For the avoidance of doubt, in the event Host Venue hires a third party photographer for Photo Captures, Host Venue understands and agrees that deductions for any third party photographer commissions and/or fees shall not be permitted.
- (c) With respect to Sponsorships: Subject to the terms in Paragraph 6 above, [REDACTED] of Host Venue’s Sponsorship Revenues. “Sponsorship Revenues” means all amounts collected by Host Venue from any cash component of Sponsorships utilized in or at the Train Event.

For the purposes of this Paragraph 9, the term “Sales Taxes” shall mean any sales, excise or value added taxes required to be collected solely in connection with the purchase of admissions to the Train Event and/or the purchase of Photo Captures, as applicable, and payable to taxing authorities, as separately stated on invoices. The term “Sales Taxes” excludes any and all other taxes, including, without limitation, net income taxes, franchise taxes, withholding taxes, real estate taxes, business license taxes and any other taxes not required to be collected in connection with the purchase of admissions to the Train Event and/or the purchase of Photo Captures.

**10. ALLOWABLE DEDUCTIONS:** In connection solely with the calculation of Net Ticket Revenues (as defined in Paragraph 9(a) above), the term “Allowable Deductions” shall mean the following only:

- (a) Sales Taxes (as defined in Paragraph 9 immediately above);
- (b) A historic preservation fee (verified by a valid copy of an historic preservation agreement issued to Host Venue);
- (c) Admission discounts granted by Host Venue, as separately stated on invoices or credit memos, in connection solely with the following (collectively, the “Discount Deductions”):
  - (i) Dynamic pricing (also referred to as “surge pricing”, “demand pricing” or “time-based pricing”) which means the pricing strategy where discounted admission prices are offered based upon current market demands (such as seasonality, competitor pricing, and other external factors in the marketplace);



- (ii) Discounts offered for military, senior, and/or group admission purchases, provided that the total number of such discounted purchases by Host Venue do not exceed the number approved in advance and in writing by REI and subject to REI's reasonable verification;
- (iii) American Automobile Association offered discounts and/or other business-to-business promotional discount offers;

For the avoidance of doubt, no cap shall be placed on Discount Deductions provided that Host Venue's actual average ticket yield for the entire Operational Period does not fall below the targeted average yield Host Venue provided to REI prior to the start of the Operational Period. In the event Host Venue's actual average ticket yield drops below its targeted average yield as a result of Discount Deductions calculated from Net Ticket Revenues, REI shall have the right, in its sole discretion, to cap or disallow some or all Discount Deductions.

**11. PAYMENTS.** Host Venue's payment of Royalties must be submitted to REI within ten (10) business days following the last Train Event conducted by Host Venue during the Operational Period. Additionally, with respect to said payments, the following terms and conditions shall apply:

- (a) Host Venue shall submit payments to:

If Host Venue chooses to deliver payments by check, Host Venue shall deliver such payments to the following:

RAIL EVENTS, INC.  
Attention: Mr. Rick Silverman  
479 Main Ave  
Durango, CO 81301  
For payment questions: [REDACTED]

If Host Venue chooses to deliver payments by wire transfer or ACH, Host Venue shall deliver such payments to the following:

ALPINE BANK  
1099 Main Avenue  
Durango, CO 81301  
USA  
Routing Number: [REDACTED]  
Account Number: [REDACTED]  
Account Name: Rail Events, Inc.  
Reference: Host Venue name/holiday season year (e.g., "Holiday Season 2020")

- (b) **Late Payments.** If Host Venue fails to pay Royalties when due, Host Venue shall be required to pay default interest on any unpaid Royalties at either, as applicable, the lesser of the highest interest rate allowed under the laws of the state where the Train Event is held, or at a rate of [REDACTED] per annum from the date such Royalties were due to the date that payment of such Royalties is actually made by Host Venue.
- (c) **Taxes.** Host Venue shall obtain all governmental permits necessary to pay the amounts due REI as and when required under this Train Event Agreement. Host Venue shall pay and shall be solely responsible for all taxes, levies, charges and other governmental and municipal impositions and fees, however denominated, imposed, assessed or levied against Host Venue, including without limitation, sales tax, goods and services tax, value added tax, consumption tax, customs, duties, import permits, assessments, excise fees, and any national, state, county, city and other taxes arising from Host Venue's performance under this Train Event Agreement and/or for the provision of any rights, Style Guide or other items by REI to Host Venue hereunder. For the avoidance of doubt, where the Territory is comprised of more than one jurisdiction for withholding tax purposes, or where Host Venue is distributing outside of its country of residence, incorporation or organization, which the Parties acknowledge is the country in which Host Venue's office is located as indicated in Paragraph 22 below ("Host Venue's Country of Origin"), Host Venue acknowledges and agrees that REI shall not be liable for (and REI shall not be charged for) any intra-territorial withholding taxes incurred by Host Venue from Host Venue's performance under this

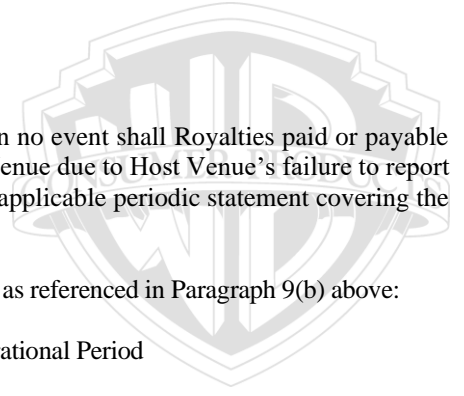
Train Event Agreement and/or for the provision of any rights, Style Guide or other items by REI to Host Venue hereunder. Host Venue acknowledges and agrees that the only withholding tax that may be deducted under this Train Event Agreement shall be withholding tax, if any, imposed by the taxing authorities of Host Venue's Country of Origin, as described in this Paragraph.

- (d) **Indirect Taxes.** All amounts payable by Host Venue to REI in connection with this Train Event Agreement are exclusive of any sales tax, goods and services tax, value-added or similar tax required under any applicable law ("Indirect Tax"). If any Indirect Tax is required under applicable law, such Indirect Tax will be added to the amounts payable by Host Venue under this Train Event Agreement and will be calculated by grossing up such amounts by the appropriate rate of Indirect Tax. Host Venue shall pay such Indirect Tax to REI together with the corresponding amount payable to REI in connection with this Train Event Agreement, unless it is Host Venue's obligation under applicable local law to account for such Indirect Tax directly to the applicable taxing authority, in which case Host Venue will pay such Indirect Tax directly to the applicable taxing authority and pay the corresponding amount payable under this Train Event Agreement to REI
- (e) **Exchange Rates.** All payments of royalties and any other amounts payable to REI hereunder shall be paid in U.S. Dollars. If applicable, each such payment shall be converted to U.S. Dollars at the applicable exchange rate quoted by OANDA.com published as of the date such payment is actually paid to REI, provided, however, if the conversion of any payment to REI hereunder is made after the applicable due date for such payment, Host Venue shall be solely responsible and liable for any decline in value of the non-U.S. currency after such date and will pay to REI the difference (together with any required interest) when the payment is remitted. Host Venue will bear all costs for such conversion and exchange. Further, Host Venue will indicate on each statement related to any converted payment the amount of the payment in the original currency before conversion, the actual exchange rate used to convert the payment and the amount of the payment in U.S. dollars. Upon REI's request, Host Venue will furnish REI with external evidence with respect to the authenticity of the exchange rate used.
- (f) **Notification of Tax Requirements.** If the Territory is other than the United States, Host Venue shall provide REI with reasonable advance notice of any requirement that REI file tax returns or other government documents under any applicable laws in the Territory with respect to any payments remitted by Host Venue to REI hereunder and, upon REI's request, Host Venue shall prepare and file any such tax returns or other government documents on REI's behalf on or before the applicable due date. Further, if any new or revised law(s) are promulgated in the Territory establishing fees, taxes or other impositions relating to any payments to be remitted by Host Venue to REI hereunder, Host Venue shall use commercially reasonable efforts to notify REI immediately of such new or revised law(s).
- (g) REI's receipt of the Royalty payments herein shall be free and clear of all costs, expenses and taxes and REI and WBCP shall have no liability therefor, and without offset, counterclaim or reduction for any claim or offset asserted by Host Venue based upon any theory of default or breach by WBCP or REI hereunder.
- (h) Upon Host Venue's default under this Train Event Agreement for non-payment of monies to REI, and thereafter, upon REI's request, Host Venue will provide REI with: (i) a letter of credit issued in favor of REI from a financial institution approved by REI in an amount up to the revenue and Royalties due; and/or (ii) such other form of security acceptable to REI.

**12. STATEMENT REPORT:** Simultaneously with Host Venue's submission of Royalty payments (pursuant to Paragraph 11 immediately above), Host Venue shall furnish to REI, within ten (10) business days following the last Train Event conducted by Host Venue during the Operational Period, a complete and accurate (certified as such in writing by an officer or other authorized principal representative of Host Venue) Statement Report, attached hereto as **Schedule B**, showing:

- (a) With respect to Admissions Royalties, as referenced in Paragraph 9(a) above:
  - (i) Total number of admissions sold in connection with the preceding Operational Period;
  - (ii) The gross sales price(s) of such admissions sold;
  - (iii) Itemization of Sales Taxes and the Allowable Deductions from such gross sales price(s);
  - (iv) The Credit Card/Ticket Fee Deduction; and
  - (v) A calculation of total Admission Royalties due to REI based off of Host Venue's Net Ticket Revenues.





For the avoidance of doubt, Host Venue understands and agrees that, in no event shall Royalties paid or payable to REI be recalculated, repayable, or otherwise credited back to Host Venue due to Host Venue's failure to report Allowable Deductions or the Credit Card/Ticket Fee Deduction on the applicable periodic statement covering the reporting period during which such deductions accrued.

- (b) With respect to Royalties due in connection with sales of Photo Captures, as referenced in Paragraph 9(b) above:
  - (i) Total number of Photo Captures sold, during the preceding Operational Period
  - (ii) The gross sales price(s) of such Photo Captures sold;
  - (iii) Itemization of deductions for Sales Taxes and/or credit card transaction fees (if applicable); and
  - (iv) A calculation of total Photo Capture Royalties due to REI based off of Host Venue's Photo Revenues.
- (c) With respect to Royalties due in connection with Sponsorships, as referenced in Paragraph 9(c) above: Total amount of Sponsorship Revenues collected in connection with the preceding Operational Period; and calculation of Sponsorship Royalties due to REI based off of Host Venue's Sponsorship Revenues.

**13. RESERVATION OF RIGHTS:** WBCP reserves all rights in and to the Licensed Property not expressly granted to Host Venue hereunder.

**14. LICENSED PROPERTY; STYLE GUIDE; ARTWORK; WORK MADE FOR HIRE:**

- (a) **Licensed Property.** Host Venue acknowledges that the Licensed Property and all depictions, expressions and derivations thereof (including, without limitation, the depictions of the Licensed Property set forth in the Style Guide), and all copyrights, trademarks and other intellectual property rights therein (to the extent any such rights exist), are owned exclusively by WBCP, and Host Venue shall have no interest in or claim thereto, except for the limited right to use the same pursuant to this Train Event Agreement and subject to its terms and conditions. No licenses are granted or implied hereunder with respect to any intellectual property rights of WBCP except as expressly set forth in this Train Event Agreement. Host Venue undertakes to ensure that any and all usage of the Licensed Property associated with the Train Event, including any and all related trademark(s) and character(s) associated therewith, shall be displayed and/or utilized only in such form and in such manner as has been specifically set forth in the Style Guide, Train Event Guidelines and/or as approved by WBCP in advance and in writing and in the sole discretion of WBCP. Host Venue may not use Licensed Property and/or Style Guide for any purposes other than as permitted under this Train Event Agreement. Host Venue acknowledges that WBCP shall have the right to cause REI to terminate this Train Event Agreement immediately and without notice in the event Host Venue asserts any rights (other than those specifically granted pursuant to this Train Event Agreement) in or to the Licensed Property (including, without limitation, the Style Guide).
- (b) **Style Guide.** Host Venue shall depict the Licensed Property only in accordance with: (a) materials that have been approved in advance by WBCP and provided to REI by WBCP, that set forth the style, format and characterization of the Licensed Property; and (b) if applicable, any Artwork (as defined in subparagraph (c) immediately below) that depicts, uses and/or derives from the Licensed Property that is created by or for Host Venue and approved by WBCP via REI (collectively, the "Style Guide"). For the purposes of this Train Event Agreement, Collateral Templates (as defined in Paragraph 3 above) shall be deemed as part of the Style Guide.
- (c) **Artwork.** The term "Artwork" means all pictorial, graphic, visual, audio, audio-visual, digital, literary, animated, artistic, dramatic, sculptural or musical works or any other type of creation, whether finished or not, tangible or intangible, including, but not limited to, animation, drawings, designs, sketches, images, tooling and tooling aids, illustrations, film, video, electronic, digitized or computerized information, software (in object, source and executable code), on-line elements, music, text, dialogue, stories, visuals, effects, scripts, voiceovers, logos, one-sheets, promotional pieces, packaging, display materials, printed materials, photographs, interstitials, notes, shot logs, character profiles and translations, including all copyrights, trademarks and other intellectual property rights therein (to the extent any such rights exist) and all tangible embodiments thereof that is either: (i) created by Host Venue, solely or jointly with Licensor or any third party, in connection with the exploitation of the Licensed Property pursuant to this Agreement; or (ii) created by or on behalf of Licensor or an affiliate of Licensor and provided to Host Venue in connection with the exploitation of the Licensed Property pursuant to this Agreement. Notwithstanding the foregoing,

the parties agree that the term “Artwork” excludes any elements of the Train Events, Licensed Products and/or Collateral Materials created by Host Venue, solely or jointly with any third party, or licensed to Host Venue from a third party, that do not use, exploit or derive from any of the Licensed Property, including, for example, any original, independently created Host Venue-artwork used in the Train Event, Collateral Materials and/or packaging, advertising, and products that does not use, exploit or derive from any of the Licensed Property.

- (d) **Work Made For Hire.** Host Venue agrees that any Artwork (as defined in subparagraph (c) immediately above) created by Host Venue, solely or jointly with Licensor or any third party, in connection with the exploitation of the Licensed Property pursuant to this Agreement will be deemed, to the extent possible, a “work made for hire” for Licensor under the U.S. Copyright Act (or a “commissioned work” or other designated type of work under any other applicable similar laws of other jurisdictions that provide that such work is owned by the party that commissions or otherwise directs another party to create such work). Licensor will be deemed the author and the exclusive owner of such Artwork, and all copyrights, trademark rights and other intellectual property rights therein (to the extent any such rights exist), in perpetuity and throughout the universe, in all media now known and, to the extent permitted under applicable law, any and all media later devised. To the extent any such Artwork cannot be deemed a “work made for hire” as set forth above, Host Venue hereby assigns to Licensor all right, title and interest in and to such Artwork, including all copyrights, trademark rights and other intellectual property rights therein (to the extent any such rights exist), in perpetuity and throughout the universe, and all extensions and reversions of the same. Host Venue shall execute, at Licensor’s request and expense, all documents and other instruments necessary or desirable to confirm such assignment. Host Venue hereby irrevocably appoints Licensor as Host Venue’s attorney-in-fact for the purpose of executing such documents on Host Venue’s behalf, which appointment is coupled with an interest. If Host Venue has any rights, including without limitation “artist’s rights” or “moral rights,” in such Artwork that cannot be assigned, Host Venue hereby waives any such rights and agrees that it will not seek to enforce such rights against Licensor in any location and, further, agrees that Licensor will have the right to revise, condense, abridge, expand, adapt, change, modify, add to, subtract from, re-title, re-draw, re-color, translate and otherwise modify such Artwork without the consent of Host Venue. In the event that any of the above-referenced rights cannot be assigned or waived, Host Venue hereby grants to Licensor, an exclusive, worldwide, irrevocable, perpetual, fully-paid, royalty-free, freely transferable license to use, reproduce, distribute, create derivative works of, publicly perform, publicly display and digitally transmit such Artwork for any purpose in any and all media now known and, to the extent permitted under applicable law, any and all media later devised (including, without limitation, all paper, canvas, transparencies and other two dimensional media used to depict drawings, designs, written information and the like, all metal, plastic, wood and other three dimensional media used to create sculptures, molds, models and the like, and all cassettes, computer hard drives, DVDs, CD-Roms and other electronic storage media used to store voice-recordings, software programs, digital, optical, numerical, magnetic data and the like). Host Venue reserves no rights whatsoever in or to the Artwork. Host Venue acknowledges that Licensor will have the right, without limitation of any other rights and remedies to which Licensor may be entitled, at law, in equity or otherwise, to terminate this Agreement immediately and without notice in the event Host Venue asserts any rights (other than those specifically granted pursuant to this Agreement) in or to the Artwork or any of the other Licensed Property. In no event will Licensor be required to attribute to Host Venue, any of Host Venue’s employees or any third party recognition or otherwise identify any such party as an author, creator or contributor to any Artwork created by Host Venue, solely or jointly with Licensor or any third party. Host Venue acknowledges that the rights granted to Host Venue under this Agreement constitute consideration given by Licensor for the rights granted, assigned and/or waived by Host Venue under this Paragraph.

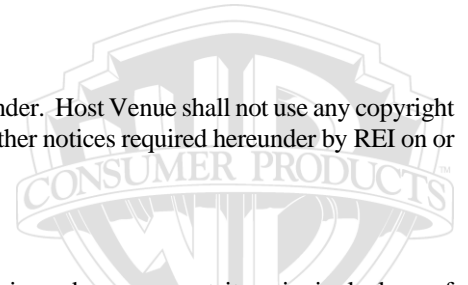
15. **LEGAL NOTICE:** Host Venue understands and agrees that the following copyright and trademark notice (or such other copyright and trademark notice(s) as WBCP may require or approve via REI) (the “Legal Notice”) must be included, as instructed by REI, on all Collateral Materials and/or any applicable components of the Train Event designated by REI, including but not limited to, architectural structures, background scenery and any other elements, that incorporate, display, exploit or otherwise use the Licensed Property:

**THE POLAR EXPRESS and all related characters and elements © & ™ Warner Bros. Entertainment Inc. (sXX)** (The year date shall be as instructed by Licensor)

If the book is specifically referenced in materials, the following line must also be included:

**Based on THE POLAR EXPRESS book and characters © & ™ 1985 by Chris Van Allsburg. Used by permission of Houghton Mifflin Company. All rights reserved.**

Host Venue undertakes to assure usage of Legal Notice(s) solely as approved hereunder. Host Venue shall not use any copyright or trademark notices that conflict with, confuse or negate the Legal Notice or any other notices required hereunder by REI on or in connection with the Train Event and/or the Collateral Materials.



**16. BOOKS AND RECORDS:**

- (a) **Right to Audit.** Host Venue shall, at its sole expense, keep, maintain and preserve, at its principal place of business, complete and accurate books of account and records relating to Host Venue’s performance under this Train Event Agreement, including without limitation, purchase orders, inventory records, invoices, correspondence, detailed documentation for outside photography vendor sales, and other relevant records. Host Venue shall maintain and keep all such books of account and records for at least four (4) years after the expiration of the Sell-Off Period (as defined in Paragraph 7(b) above) or the termination of this Train Event Agreement. Such records shall be available for inspection and audit at any time or times during or after the Term during reasonable business hours and upon ten (10) days prior notice by REI and/or WBCP (or their respective duly authorized nominees) . Host Venue agrees not to cause or permit any interference with REI and/or WBCP (or their respective duly authorized nominees) in the performance of their duties. During such inspections and audits, REI and/or WBCP shall have the right to take extracts and/or make and retain copies of Host Venue’s records and to inspect stocks of physical Licensed Products as it deems necessary.
- (b) **Deficiencies.** If an audit, conducted pursuant to the terms described immediately, discloses a deficiency between the amount to be due to REI and/or WBCP and the amount actually received by or credited to REI and/or WBCP (the “Deficiency”), then Host Venue shall, upon REI’s and/or WBCP’s demand, promptly pay the Deficiency plus interest at a rate of one-half percent (1.5%) per month (or the maximum rate permissible by law, if less) from the date such Deficiency was due to the date of payment. If the Deficiency exceeds five percent (5%) of all Royalties paid by Host Venue during the period covered by such audit, then Host Venue shall reimburse REI and/or WBCP for the reasonable costs and expenses of such audit. The exercise by REI and/or WBCP to audit, or the acceptance of payments from Host Venue hereunder shall not prejudice any rights and remedies of REI and/or WBCP hereunder, including but not limited to, disputing the accuracy of any payment submitted by Host Venue.

**17. INDEMNIFICATION:**

- (a) **Indemnification.** During the Term, and continuing after the expiration or termination of this Train Event Agreement, Host Venue shall indemnify, hold harmless and defend REI and/or WBCP (at WBCP’s option), their respective affiliates, officers, directors, employees, consultants and agents (the “Licensor Indemnified Parties”), from and against any and all liability, damage, cost and expense (including, without limitation, all reasonable attorney fees) incurred by any of the Licensor Indemnified Parties in connection with any third party claim or suit brought or made against any of the Licensor Indemnified Parties, arising from or related to any actual or alleged: (i) breach of Host Venue’s representations, warranties or covenants hereunder; (ii) unauthorized use of the Licensed Property by Host Venue, its parent(s), subsidiaries, contractors, designers, distributors and/or vendors and any representative, employees, affiliates and/or agents; (iii) infringement or misappropriation of any third party intellectual property right including, without limitation, any infringement or misappropriation arising from or related to the use of any third party trademark or copyright (except trademarks or copyrights in the Licensed Property used in accordance with the terms of this Train Event Agreement), design, patent, process, method or device or the violation or infringement of any other right of any third party; (iv) non-compliance by Host Venue with any applicable laws or regulations; (v) defects and/or inherent dangers (whether obvious or hidden) in the Train Event or any other aspect or component of or relating thereto; (vi) any negligent or intentional harm inflicted on visitors to the Train Event or any personal injury, death or property damage arising out of or relating to the Train Event, the premises of Host Venue and/or Host Venue’s activities, equipment, or property, or the acts or omissions of Host Venue’s employees or representatives; (vii) harm resulting from the Train Event, Licensed Products, or any other aspect or component of or related thereto (excluding the Licensed Property) or the development, production, advertising, promotion or distribution thereof; and (viii) Host Venue’s own or Host Venue’s agents’ and/or designees’ construction and/or operation of any Train Event. REI and/or WBCP shall provide Host Venue with prompt written notice of any such claim or suit. If the Licensor Indemnified Parties decide to allow Host Venue to conduct the defense and/or settlement negotiations of any such claim or suit, the Licensor Indemnified Parties may participate, individually or collectively and with counsel of their own choice, in such defense and/or settlement negotiations, and, in any event, each of the Licensor Indemnified Parties will have the right to approve any settlement agreement purporting to bind such Licensor Indemnified Party. Host Venue shall notify

REI of all claims, lawsuits, correspondence, and customer complaints, including without limitation, on social media and/or in blogs, regarding the Licensed Property, Train Event, Licensed Products and/or any other components relating thereto, under any of the foregoing policies of insurance or otherwise promptly upon the filing or knowledge thereof. It is agreed and understood the terms of this Paragraph shall survive the expiration or termination of this Train Event Agreement.

(b) **Insurance.** Host Venue shall obtain and maintain in effect throughout the Term, at its own expense, comprehensive general liability insurance, including contractual liability coverage; workers compensation and employer's liability coverage, where applicable in accordance with local laws; and other customary public risks coverage (e.g., bodily/personal injury, property damage, and/or death/casualty loss), in connection with Host Venue's operation of all aspects of the Train Event (collectively, the "Insurance"). Said Insurance shall be in amounts no less than [REDACTED] per occurrence, combined single limits, and provide adequate protection for Host Venue and REI and/or WBCP against any claims or suits arising from Licensee's performance hereunder, including, without limitation, any claims or suits identified in subparagraph (a) immediately above. Additionally, Host Venue agrees and understands that:

- (i) Any Insurance carrier utilized by Host Venue must have an A.M. Best rating of A- or better;
- (ii) The Insurance shall be primary and not contributory with respect to any insurance carried by REI and/or WBCP; and
- (iii) It waives all rights of subrogation and recovery of damages (to the extent such damages are covered by the Insurance described above) (the "Waiver of Subrogation").

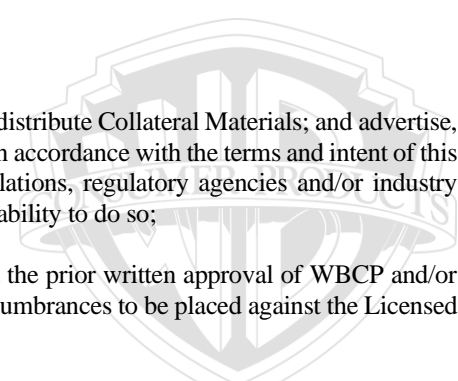
Within forty-five (45) days of the full execution of this Train Event Agreement, Host Venue shall submit to REI a certificate of Insurance that: (i) includes REI, WBCP and their affiliates as additional insured parties; and (ii) states the Waiver of Subrogation (as defined in subparagraph (b)(iii) above). Host Venue must provide REI with at least thirty (30) days prior written notice of any termination of or material modification to such certificate. Upon REI's receipt of such notice, REI may purchase replacement insurance from an insurance carrier of REI's choice and Host Venue agrees to immediately reimburse REI for any and all costs associated therewith.

(c) **Limitation on Liability.** The parties agree that in any arbitration or court action arising out of this Train Event Agreement, the damages that may be awarded shall be limited to actual damages suffered. In no event shall any party be liable for any special, incidental, consequential, exemplary or punitive damages, or any claim for loss of profits, loss to business or loss to business opportunities, even if the other parties have been advised of the possibility of such damages.

18. **GOODWILL:** Host Venue recognizes the great value of the publicity and goodwill associated with the Licensed Property and acknowledges: (i) such goodwill is exclusively that of WBCP; and (ii) that the Licensed Property has acquired a secondary meaning as WBCP's trademarks and/or identifications in the mind of the purchasing public. Host Venue further recognizes and acknowledges that a breach by Host Venue of any of its covenants, agreements or undertakings hereunder will cause WBCP irreparable damage, which cannot be readily remedied in damages in an action at law, and may, in addition thereto, constitute an infringement of WBCP's copyrights, trademarks and/or other proprietary rights in, and to the Licensed Property, thereby entitling WBCP to equitable remedies, and costs and expenses to protect same, including but not limited to attorneys' fees, court costs and related fees.

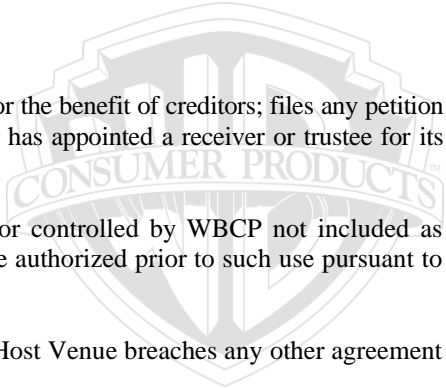
19. **HOST VENUE REPRESENTATIONS AND WARRANTIES:** Host Venue represents and warrants that:

- (a) It will not attack the title of WBCP (or third parties that have granted rights to WBCP) in and to the Licensed Property or any copyright or trademarks pertaining thereto, nor will it attack the validity of the license granted hereunder;
- (b) It shall not engage or participate in any activity or course of action that could diminish or tarnish the image or reputation of the Licensed Property or cause confusion as to the ownership of the Licensed Property;

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- (c) It shall advertise, promote and operate the Train Event; manufacture and distribute Collateral Materials; and advertise, promote, sell and distribute the Licensed Products, in an ethical manner; in accordance with the terms and intent of this Agreement; in compliance with any applicable laws, government regulations, regulatory agencies and/or industry standards; and shall not take any action that would prevent or impede its ability to do so;
  - (d) It will not create any expenses chargeable to WBCP and/or REI without the prior written approval of WBCP and/or REI in each and every instance. It will not cause or allow any liens or encumbrances to be placed against the Licensed Property or the Train Event (or any components thereof);
  - (e) It will protect to the best of its ability its right to advertise, promote and operate the Train Event; and sell and/or distribute the Licensed Products; and
  - (f) It will not operate the Train Event and/or sell and/or distribute Licensed Products outside of the Authorized Venue;
  - (g) It will not discriminate in any ways that are prohibited by state and/or federal laws regarding Host Venue's own employees and/or guests of the Train Event;
  - (h) It will report to REI all customer complaints that are circulated and/or published through blogs and/or otherwise and of which Host Venue becomes aware, regarding the Train Event;
  - (i) It has obtained all approvals necessary to execute and perform this Train Event Agreement; has completed all due diligence as necessary or appropriate regarding its operation of the Train Event; has read this Train Event Agreement (including all Exhibits and Schedules hereto); and gathered information necessary to understand the economics and requirements set forth under this Train Event Agreement. No representations or warranties have been expressed or given by WBCP and/or REI regarding the profitability of the Train Event and all such representations or warranties are expressly disclaimed.
  - (j) Any and all artwork created by Host Venue, solely or jointly with any third party, that does not use, exploit or derive from any of the Licensed Property, including any trademarks, trade names and/or logos associated with Host Venue, shall be wholly original with or fully cleared by Host Venue and shall not copy or otherwise infringe the rights of any third parties;
  - (k) It shall adhere to the WarnerMedia Ethical Sourcing Guidelines, as provided by WBCP via REI, which may be revised by WBCP from time to time, in the sole discretion of WBCP.

**20. DEFAULT AND TERMINATION:** Without prejudice to any rights which WBCP and/or REI may have, whether pursuant to the provisions of this Train Event Agreement, or otherwise in law, or in equity, or otherwise, REI shall have the right to immediately terminate this Train Event Agreement upon written notice to Host Venue upon the occurrence of any one or more of the following events (each a "Default"):

- (a) Host Venue proceeds with any aspect of the Train Event or otherwise without REI's and/or WBCP's prior written approval as provided for under this Train Event Agreement;
- (b) Host Venue fails to make any payments and/or deliver Statement Reports required hereunder on the due date;
- (c) Host Venue fails to give access to the premises where the Train Event is conducted and/or access to the books of account and/or records pursuant to the provisions hereof to REI's and/or WBCP's authorized representatives for the purposes permitted hereunder;
- (d) Host Venue or any of its officers, directors, employees, agents or affiliates take any action in connection with the Train Event which damages or reflects adversely upon REI and/or Warner Bros. Entertainment Inc. or WBCP;
- (e) Host Venue otherwise breaches any provision of this Train Event Agreement;

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- (f) Host Venue is unable to pay its debts when due; makes any assignment for the benefit of creditors; files any petition under the bankruptcy or insolvency laws of any jurisdiction; appoints or has appointed a receiver or trustee for its business or property;
  - (g) Host Venue uses, in any manner, any property or properties owned or controlled by WBCP not included as Licensed Property under this Train Event Agreement (except as may be authorized prior to such use pursuant to any separate, written agreement(s) between the parties hereto);
  - (h) Host Venue or any affiliate or entity under common control with or of Host Venue breaches any other agreement in effect between such entity and REI or WBCP; and/or
  - (i) Host Venue is dissolved, wound up or otherwise ceases to exist.

In addition to the right to terminate this Train Event Agreement, REI shall be entitled to pursue, collectively or as an alternative to termination, any and all claims for damages, liabilities, penalties, losses, costs, causes of action and/or expenses, including without limitation, reasonable attorney's fees, court costs and/or other fees and expenses arising out of, connected with, or related to such Defaults.

**Delivery of Materials.** Upon expiration or termination of this Train Event Agreement for any reason, or upon demand by REI and/or WBCP at any time, Host Venue shall promptly deliver (at Host Venue's sole expense and to a location as instructed at a later date) to REI and/or WBCP (as designated by REI) all Licensed Property, Style Guide, Train Event Guidelines, and/or all Artwork, whether finished or not, including drawings, drafts, photographs, sketches, illustrations, screens, data, digital files and information, copies or other items, information or things created in the course of preparing the Train Event and all materials provided to Host Venue by REI and/or WBCP hereunder, or, at WBCP's option and instruction, shall destroy some or all of the foregoing and shall confirm to REI and/or WBCP in writing that Host Venue has done so.

- 21. UPON EXPIRATION OR TERMINATION:** Upon the expiration or termination of this Train Event Agreement, Host Venue shall: (a) immediately cease operating the Train Events and commence the De-install Period (as defined in Paragraph 7(a) above); and (b) immediately cease the manufacture and distribution of Collateral Materials. If Host Venue has complied with all of the terms of this Train Event Agreement, including, but not limited to, the complete and timely payment of Royalties, then Host Venue may continue, on a non-exclusive basis only, during the Sell-Off Period (as defined in Paragraph 7(b) above), subject to the compliance with all other terms of this Train Event Agreement, to distribute and sell its remaining inventory of Licensed Products within the gift shop/retail area within the premises of the Authorized Venue. In the event this Train Event Agreement is terminated by REI and/or WBCP for any reason, Host Venue shall immediately close down the operation of the Dedicated Online Platform and will be deemed to have forfeited its Sell-Off Period. If Host Venue has any remaining inventory of Licensed Products following the Sell-Off Period, Host Venue may donate said remaining inventory to charity or charities that must be approved in advance and in writing by WBCP in WBCP's sole discretion, or, at WBCP's option via REI, destroy such remaining inventory and furnish to REI an affidavit attesting to the destruction of said remaining inventory. In addition to, and without limitation of, all other remedies to which REI and/or WBCP may each be entitled to, pursuant to this Train Event Agreement, at law, in equity or otherwise (including injunctive relief), if Host Venue conducts the Train Event after the expiration of the De-Install Period or the termination of this Train Event Agreement; and/or, sells and/or distributes Licensed Products after the expiration of the Sell-Off Period or the termination of this Train Event Agreement, REI and/or WBCP shall each have their own recourse to all other legal remedies available to each of them. From and after the expiration or termination of this Train Event Agreement, all rights granted to Host Venue hereunder shall forthwith revert to REI. Notwithstanding the expiration or termination of this Train Event Agreement, all of Host Venue's financial obligations pursuant to this Train Event Agreement (including payment of Royalties, Statement Reports, and/or bookkeeping) shall continue to survive to the extent any payments have accrued and are due, owing and/or as may be collected by REI.

22. **NOTICES:** Any notice or other communication required or permitted shall be delivered in writing by mail (postage prepaid), courier, facsimile or email to the following parties:

For REI:

RAIL EVENTS, INC.  
Attention: Mr. Rick Silverman  
479 Main Avenue  
Durango, CO 81301 USA  
Fax: (970) 385-8880  
Email: [REDACTED]

HOST VENUE:

\_\_\_\_\_  
Name of Host Venue

Attention: \_\_\_\_\_  
Name of Primary Contact

\_\_\_\_\_  
Address (line 1)

\_\_\_\_\_  
Address (line 2)

\_\_\_\_\_  
Fax (if applicable)

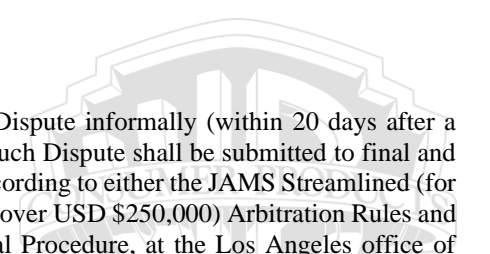
\_\_\_\_\_  
Email of Primary Contact

23. **RELATIONSHIP OF THE PARTIES:** Nothing in this Train Event Agreement will be construed as creating: (a) an employer-employee relationship between REI or WBCP and Host Venue; or (b) an agency relationship, a partnership, or a joint venture between the parties. Neither party is the representative of the other party for any purpose, and neither party has the power or authority to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever.

24. **ASSIGNABILITY:** Host Venue shall not assign, delegate, transfer or sublicense (collectively, "Transfer") its rights under this Train Event Agreement under any circumstance. Any attempted or purported Transfer by Licensee in violation of this Paragraph will be null and void and shall constitute a material default and breach of this Train Event Agreement by Host Venue. REI and/or WBCP may, at any time and without consent, assign, transfer or pledge this Train Event Agreement and all rights, benefits and obligations. This Train Event Agreement, and any rights or obligations under this Train Event Agreement, may be assigned by REI and/or WBCP at any time and Host Venue hereby grants its consent to such assignment. Subject to the foregoing, this Train Event Agreement will be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns

25. **FORCE MAJEURE:** The parties shall be excused from performance under this Train Event Agreement while and to the extent they are unable to perform by reason of power outages, war, pandemics, fire, storm, flood, earthquake, explosion, rebellion, labor dispute, insurrection, action of the elements, or other acts of God. It is understood, however, that excuse from performance for such reasons shall not toll or extend the Term of this Train Event Agreement. Additionally, if the reason excusing performance hereunder continues for a period of six (6) months or longer, then either party shall have the right to terminate this Agreement immediately by providing written notice to the other party

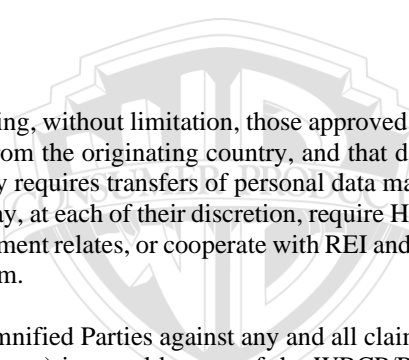
26. **GOVERNING LAW; DISPUTE RESOLUTION:** This Train Event Agreement shall be construed in accordance with the laws of the State of California of the United States of America without regard to its conflicts of law, provisions and, for all defaults, controversies, claims or disputes arising under Paragraphs 3, 4, 13, 14, 15, 19, 27 and 29 hereof, all parties hereby agree and submit to the jurisdiction of the courts of competent jurisdiction in Los Angeles County, California for any and all litigation and to the JAMS Los Angeles offices for any arbitration arising under said Paragraphs. Any and all controversies, claims or disputes arising out of or related to 3, 4, 13, 14, 15, 19, 27 and 29 of this Train Event Agreement or the interpretation, performance or breach thereof, including, but not limited to, alleged violations of state or federal statutory or common law rights or duties, and the determination of the scope or applicability of this Train Event Agreement to arbitrate (such controversies, claims or disputes are collectively defined as "Dispute"), shall, except as set forth in subparagraphs (b) and (c), below, shall be resolved according to the procedures set forth in subparagraph (a), below, which shall constitute the sole dispute resolution mechanism hereunder for such Paragraphs, provided, however, that any right of termination granted to WBCP under any of such Paragraphs shall be exercisable by WBCP prior to the institution of any such arbitration:

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- (a) **Arbitration:** In the event that the parties are unable to resolve any Dispute informally (within 20 days after a Dispute is declared by any party in writing to the other parties), then such Dispute shall be submitted to final and binding arbitration. The arbitration shall be initiated and conducted according to either the JAMS Streamlined (for claims under USD \$250,000) or the JAMS Comprehensive (for claims over USD \$250,000) Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure, at the Los Angeles office of JAMS, or its successor (“JAMS”) in effect at the time the request for arbitration is made (the “Arbitration Rules”). The arbitration shall be conducted in Los Angeles County before a single neutral arbitrator appointed in accordance with the Arbitration Rules. At the request of any party, the arbitration proceeds may be transcribed. The arbitrator shall follow California law and the Federal Rules of Evidence in adjudicating the Dispute. The parties waive the right to seek punitive damages and the arbitrator shall have no authority to award such damages, but the arbitrator shall be entitled to grant any other relief requested by a party and/or to award such other relief, including damages, as the arbitrator determines to be warranted. The arbitrator will provide a detailed written statement of decision, which will be part of the arbitration award and admissible in any judicial proceeding to confirm, correct or vacate the award. Unless the parties agree otherwise, the neutral arbitrator and the members of any appeal panel shall be former or retired judges or justices of any California state or federal court with experience in matters involving the entertainment industry. If either party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction in Los Angeles County or, at the enforcing party’s option in any other court which shall have jurisdiction over the party against whom the award is imposed. The party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys’ fees, incurred in enforcing the award, to be paid by the party against whom enforcement is ordered.
- (b) **Injunctive Relief:** Notwithstanding the foregoing, any party shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of this Train Event Agreement) in the state and federal courts of Los Angeles County or any other court which has jurisdiction over the party against which the injunction is sought.
- (c) **Other Matters:** Any Dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of this Train Event Agreement), designated to be resolved by arbitration pursuant to Paragraph 26 hereof) that may not be subject to arbitration pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Los Angeles County but may be enforced in any court which has jurisdiction over the party against which the relief is granted. In the event of such litigation, the prevailing party shall be entitled to recover all reasonable costs and expenses of such litigation, including but not limited to attorneys’ fees, court costs and related fees and expenses.
- (d) **Other Governing Law.** For all other claims, controversies, disputes or Defaults which are addressed in Paragraph 20 above and/or which arise under the terms of this Train Event Agreement (other than under Paragraphs 3, 4, 13, 14, 15, 19, 27 and 29), all actions, proceedings and litigation (including but not limited to injunctive relief) shall be brought exclusively in any court (state or federal) which has jurisdiction within LaPlata County within the State of Colorado.
- (e) Unless expressly prohibited by applicable law, Host Venue hereby expressly waives the right to trial by jury of any matter, claim or dispute arising under this Train Event Agreement.

## 27. DATA CONTROLLER.

- (a) Host Venue acknowledges that it is a separate data controller of any personal data it processes in the performance of its obligations under this Train Event Agreement and shall, and shall procure that Host Venue’s personnel shall, in performing its obligations under this Train Event Agreement, comply in all respects with relevant data protection and/or privacy laws, regulations, instruments or codes of practice relating thereto (“Data Protection Laws”), and otherwise in accordance with this Paragraph 27 and any policies that have been notified to Host Venue from WBCP and/or REI.



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- (b) If Host Venue relies on an international data transfer mechanism (including, without limitation, those approved by the European Commission) to legitimize the transfer of personal data from the originating country, and that data transfer mechanism is held to be invalid, or any data protection authority requires transfers of personal data made pursuant to such mechanism to be suspended, then REI and/or WBCP may, at each of their discretion, require Host Venue to cease processing personal data to which this Train Event Agreement relates, or cooperate with REI and/or WBCP to facilitate the use of an alternative approved transfer mechanism.
  - (c) Host Venue shall be liable for and shall indemnify the WBCP/REI Indemnified Parties against any and all claims, actions, liabilities, losses, damages and expenses (including legal expenses) incurred by any of the WBCP/REI Indemnified Parties which arise directly or indirectly out of or in connection with Host Venue's data processing activities under this Train Event Agreement, including, without limitation, those arising out of any third party demand, claim or action, including by a data protection authority, or any breach of contract, negligence, fraud, willful misconduct, breach of statutory duty or non-compliance with any applicable Data Protection Laws by Host Venue or Host Venue's personnel.

**28. WAIVER/MODIFICATION; SEVERABILITY:**

- (a) **Waiver/Modification.** No amendment to or modification of this Train Event Agreement will be binding unless agreed to in writing and signed by a duly authorized representative of both parties. No waiver of any term or condition of this Train Event Agreement by a party will be effective unless agreed to in writing and signed by a duly authorized representative of such party. No written waiver by a party will excuse the performance of any acts other than those specifically referred to therein. REI's failure to enforce, or the waiver by REI of a breach of, any provision of this Train Event Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
- (b) **Severability.** If any term or provision of this Train Event Agreement is held to be invalid or unenforceable by any court of competent jurisdiction or any other authority vested with jurisdiction, such holding will not affect the validity or enforceability of any other term or provision hereto and this Train Event Agreement will be interpreted and construed as if such term or provision, to the extent the same will have been held to be invalid, illegal or unenforceable, had never been contained herein. The parties agree to replace any invalid, illegal or unenforceable provision with a valid, legal and enforceable provision that most closely approximates the intent and economic effect of the invalid, illegal or unenforceable provision.

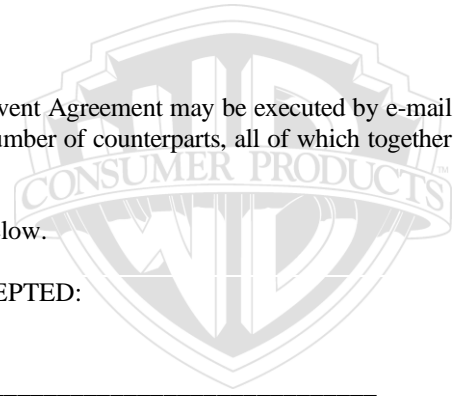
**29. CONFIDENTIALITY:** Host Venue hereby acknowledges the proprietary and confidential nature of the information that WBCP and/or REI may provide to Host Venue, or that Host Venue might gain access to as the result of the privileged relationship created by this engagement (the "Confidential Information") and agrees to: (a) hold the Confidential Information in strict confidence, using no less than a reasonable degree of care to protect such Confidential Information; (b) use the Confidential Information solely as necessary to use the Licensed Property as authorized hereunder (the "Permitted Use"); (c) if Host Venue is a business entity rather than an individual, disclose the Confidential Information only to Host Venue's employees with a need to know such Confidential Information in connection with the Permitted Use and who have signed confidentiality agreements or are otherwise legally bound by confidentiality obligations consistent with, and no less restrictive than, the terms of this paragraph; and (d) return (to either WBCP or REI) or destroy (upon the written direction of WBCP or REI) all tangible and intangible materials containing the Confidential Information promptly following the expiration or termination of this Train Event Agreement. Host Venue acknowledges and agrees that the Confidential Information is highly confidential and that unauthorized use or disclosure of such Confidential Information will result in serious, irreparable harm for which WBCP's and/or REI's remedies at law would be inadequate. Accordingly, Host Venue acknowledges and agrees that if any such unauthorized use or disclosure occurs, WBCP and/or REI will be entitled, in addition to any other available remedies, at law, in equity, or otherwise, to the issuance of injunctive or other equitable relief.

**30. TIME OF ESSENCE:** Time is of the essence in the performance by the parties of the terms and obligations of this Train Event Agreement.

**31.** The terms which by their nature are intended to survive the expiration or termination of this Train Event Agreement shall survive.

32. **EXECUTION BY E-MAIL, FAX AND IN COUNTERPARTS.** This Train Event Agreement may be executed by e-mail (evidenced by written confirmation of e-mail transmittal), facsimile and in any number of counterparts, all of which together will constitute one instrument.

In Witness Whereof, each party has executed this Train Event Agreement as indicated below.



AGREED and ACCEPTED:

AGREED and ACCEPTED:

**RAIL EVENTS, INC. on behalf of itself  
and of Warner Bros. Consumer Products Inc.**

\_\_\_\_\_  
(Name of Host Venue)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_