

EXECUTION COPY

**LICENSE AND OPERATING AGREEMENT  
MYTH LIVE**

This License And Operating Agreement (this "**License**"), made this 12<sup>th</sup> day of April, 2017, by and between [REDACTED]ht LLC, a Minnesota limited liability company ("**Owner**") and [REDACTED]M Productions, LLC, a New York limited liability company ("**Licensee**").

**1. IDENTITY OF PARTIES.**

- a) M[REDACTED]ht LLC, located at 3090 Southlawn Avenue, Maplewood, MN 55100 (hereinafter referred to in this Agreement as "**Owner**.")
- b) [REDACTED]M Productions, LLC, located at 25 West 39<sup>th</sup> Street, 14<sup>th</sup> Floor, New York, NY 10018 (hereinafter referred to as "**Licensee**.")

**2. DESCRIPTION OF LICENSED PREMISES.** Owner, for and in consideration of the fees to be paid and the covenants and agreements to be performed by Licensee as contained in this instrument, does hereby authorize the use by Licensee of the facility, known as Myth Live (the "**Venue**") situated at 3090 [REDACTED]wn Avenue, Maplewood, MN 55100, including all public areas, dressing rooms, toilets, ticket booths, offices, storage and equipment rooms, concession stands and areas, grounds adjacent to said Venue and other external venue parking and facilities (such grounds, parking and facilities to be deemed a part of the Venue for the purposes of this Agreement) and the unrestricted right of ingress, egress and access to any part of said Venue (except as specifically provided for in this Agreement).

**3. PURPOSE OF AGREEMENT.** The Venue is to be used hereunder only for the following purpose: a ticketed event featuring performances by musicians and DJs and related entertainment on two consecutive nights: February 2 and February 3, 2018 (the "**Event**"). The purpose is subject to the terms and conditions herein contained and subject to all federal, state and local laws and rules and regulations.

**4. TERM OF AGREEMENT.** The term of this License is for the period beginning at 9:00 am on Monday, January 29, 2018 and ending at 6:00 pm on Monday, February 5, 2018 (the "**Term**") subject to performance by Licensee of each and all of the covenants, conditions and agreements herein contained and subject to the Owner's rights to re-enter, cancel or otherwise terminate this Agreement as provided herein. The "**Primary Event Period**" shall be Friday February 2 through Sunday February 4, 2018. Licensee shall have exclusive access to the Venue during the Primary Event Period. Licensee shall have non-exclusive access to the Venue, including for move-in and other Event preparation (e.g., equipment set-up, sound checks, approved construction, credential process, etc.) at no additional charge throughout the Term.