

SETTLEMENT AGREEMENT ("Agreement")

BETWEEN:

**DECOMMODIFICATION LLC, BURNING MAN PROJECT and
BLACK ROCK CITY, LLC doing business as BURNING MAN**

("Decommodification LLC")

- and -

BHAK JOLICOEUR

("Bhak Jolicoeur")

- and -

BURN BC ARTS COOPERATIVE

("Burn BC")

WHEREAS Decommodification LLC commenced an action against Bhak Jolicoeur and Burn BC in the Federal Court of Canada under Court File No. T-939-14 (the "**Action**");

AND WHEREAS the Federal Court issued a judgment dated January 13, 2015 (the "**Judgment**") in which, among other things, the Court permanently enjoined Burn BC, as well as its members, directors and all others over which they exercise control, from using the trade-marks BURNING MAN, DECOMPRESSION, BURN BC, burnbc.org, and BC DECOMPRESSION in association with the organizing, promoting or holding of any events such as those relating to arts, culture, community living or the like, a copy of which is attached as Schedule 1 hereto;

AND WHEREAS in the Judgment the Federal Court also ordered Burn BC to pay Decommodification LLC \$20,000 in damages and costs;

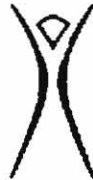
AND WHEREAS Decommodification LLC, Bhak Jolicoeur, and Burn BC (collectively "the Parties") wish to fully and finally resolve all disputes between them on amicable terms;

NOW THEREFORE, in consideration of these premises as well as the promises, mutual covenants and obligations herein contained, the Parties hereby agree as follows:

ARTICLE 1
UNDERTAKINGS AND RELEASES

1.1 Bhak Jolicoeur and Burn BC's Obligations – Bhak Jolicoeur and Burn BC agree that they will:

- (a) not adopt, promote, register or apply to register any of Decommodification LLC's marks, logos, designs or names (namely, BURNING MAN, DECOMPRESSION, BLACK ROCK CITY, FLAMBE LOUNGE, BURNING MAN BREW, and the Burning Man Logo shown below), or anything confusing with any of the foregoing, as or as part of any trade-mark, trade name, corporate name, business name, collective name, association name, cooperative name, domain name, social media account name, trading style, meta-tag (or other Internet search engine optimization tool or device) or re-directing domain name, anywhere in the world:



- (b) without limiting the foregoing, not do any such acts with the following logo:



- (c) not take any steps to directly or indirectly challenge, contest, dispute, interfere with or oppose Decommodification LLC's use, promotion, registration, or application to register its marks, logos, designs or names (BURNING MAN, DECOMPRESSION, BLACK ROCK CITY, FLAMBE LOUNGE, BURNING MAN BREW, and the Burning Man Logo shown at Article 1.1(a)) anywhere in the world, including, without limitation, its pending Canadian applications for BURNING MAN (App. No. 1,683,813) and DECOMPRESSION (App. No. 1,683,812).

- 1.2 Decommodification LLC's Obligations – Decommodification LLC agrees that provided that Bhak Jolicoeur and Burn BC execute this Agreement and comply with their obligations as set out in paragraph 1.1 above:
- (a) Decommodification LLC will not take any steps to enforce the monetary terms of the Judgment requiring payments of \$20,000 in damages and costs as against Bhak Jolicoeur or Burn BC; and
 - (b) Bhak Jolicoeur and Burn BC shall (subject to their obligations under this Agreement) be free to use "BURN BC" and "burnbc.org" as a trade-mark, trade name, corporate name, business name, collective name, association name, cooperative name, domain name, social media account name, trading style, or meta-tag, and so long as Bhak Jolicoeur or Burn BC do not use them in a way that implies any relationship (including of sponsorship, partnership, endorsement or affiliation) between Bhak Jolicoeur or Burn BC and Decommodification LLC, Decommodification LLC will not take any steps to enforce the terms of any judgment of the Federal Court prohibiting any such use of "BURN BC" and "burnbc.org" by Bhak Jolicoeur or Burn BC.
 - (c) For clarity, Decommodification LLC makes no claim to "THE CASCADIA BURN", "THE BURNING OF THE BABOON ROBOT", "THE BURN", "THE BURNING OF THE WICKER MAN", or "THE WICKER MAN BURN" Decommodification LLC agrees that Bhak Jolicoeur and Burn BC are free to use "BURN BC" and "burnbc.org" as a trade-mark, trade name, corporate name, business name, collective name, association name, cooperative name, domain name, social media account name, trading style, or meta-tag, and that Decommodification LLC releases any claims to "Burn BC" and "burnbc.org".
- 1.3 Entry of Consent Judgment – Decommodification LLC and Bhak Jolicoeur will each as part of their execution of this Agreement execute the Consent to Judgment that is attached as Schedule 2 to this Agreement. Decommodification LLC will attend at their cost to having the Consent Judgment entered on a without costs basis. Decommodification LLC and Bhak Jolicoeur agree that Decommodification LLC is free to move for entry of this Consent Judgment immediately upon execution of this Agreement by Bhak Jolicoeur.
- 1.4 Full and Final Mutual Release – the Parties hereby:
- (a) fully and finally release and discharge each other from and against all Claims and potential Claims whatsoever arising on or before the date this Agreement is executed by the Parties, including without limitation all Claims and potential Claims that directly or indirectly arise out of, relate to or in any way are connected with any facts, allegations, theories of harm or other matters raised in the Action; and

- (b) agree and understand that the release described in this Article 1.4 shall operate conclusively as an estoppel in the event of any Claim, action, complaint or other legal or other proceeding being brought in the future by them with respect to any of the matters covered by the release.
- 1.5 Clarification – For clarity, in the event that one or more of Bhak Jolicoeur or Burn BC do not comply with their obligations under the Judgment, their obligations under the Consent Judgment to be entered pursuant to Article 1.3, or their obligations under Article 1.1 of this Agreement, the Parties agree that Decommodification LLC shall be at liberty to take all steps as may be permitted by law to enforce the terms of the Judgment and/or the Consent Judgment against Bhak Jolicoeur and/or Burn BC, as applicable.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

- 2.1 The Parties represent and warrant to each other that:
 - (a) they have the power and authority to enter into this Agreement;
 - (b) they have not assigned or otherwise transferred or disposed of any of the Claims or potential Claims that are the subject of the release in Article 1.4.

ARTICLE 3 OTHER PROVISIONS

- 3.1 Further Assurances - The Parties shall, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the settlement contemplated by this Agreement, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.
- 3.2 Entire Agreement - This Agreement constitutes the entire agreement between the Parties hereto relating to the subject matter hereof and there are no understandings, representations or warranties of any kind except as expressly set forth herein. Any modification or amendment of this Agreement shall be in writing and shall be valid only when executed by the Parties hereto in their names by their representatives or duly authorized legal counsel.
- 3.3 Successors and Assigns - This Agreement enures to the benefit of and is binding upon the Parties as well as their respective successors, heirs, estates, executors, administrators, trustees and assigns.

- 3.4 Counterparts - This Agreement may be executed by the Parties in counterparts and may be executed and delivered by facsimile or electronic "pdf" format and all such counterparts and facsimiles or electronic "pdf" formats shall together constitute one and the same Agreement.
- 3.5 Legal Advice - The Parties acknowledge that they have received independent legal advice concerning this Agreement from their respective lawyers or that they have been given ample opportunity to do, that they have read this Agreement in its entirety and fully understand and appreciate the rights, obligations, and liabilities set out herein, and that they have signed this Agreement freely, voluntarily and without duress for the purpose of making full and final compromise, adjustment and settlement of all Claims. and/or potential Claims as aforesaid.
- 3.6 Governing Law and Attornment - This Agreement shall be governed and construed in accordance with the laws of the province of British Columbia and the laws of Canada applicable therein and shall be treated in all respects as a British Columbia contract.
- 3.7 English Language - The Parties have required that this Agreement and all documents relating to it be drawn up in English. *Les parties ont demandé que cette convention ainsi que les documents que s'y attachent soit rédigés en anglais.*

ARTICLE 4 DEFINITIONS

- 4.1 Additional Definitions – Wherever the following words and terms are used in this Agreement, they each shall be given the respective meanings ascribed to them, unless there is something in the subject-matter or context clearly inconsistent therewith:
- (a) **"Agreement"** means this Settlement Agreement including the Schedules attached hereto and any and all instruments supplemental hereto or in amendment or confirmation hereof.
 - (b) **"Claims"** includes claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions, informations or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, known or unknown, foreseeable or unforeseeable, discoverable or undiscoverable, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

Dated: this 21st day of December, 2015

DECOMMODIFICATION LLC

Signature:

Name:

Title:

Raymond Allen
Raymond Allen
General Counsel
"I have authority to bind this party"

Dated: this 21st day of December, 2015

BURNING MAN PROJECT

Signature:

Name:

Title:

Raymond Allen
Raymond Allen
General Counsel
"I have authority to bind this party"

Dated: this 21st day of December, 2015

BLACK ROCK CITY, LLC

Signature:

Name:

Title:

DWR
DOUG ROBERTSON
D.P. OF FIN.
"I have authority to bind this party"

Dated: this 21st day of December, 2015

Bhak Jolicoeur

Signature:



Title:

Avant-Garde Artist and Impresario

Dated: this 21st day of December, 2015

Burn BC Arts Cooperative

Signature:



Name:

Bhak Jolicoeur

Title:

Managing Director of Cultural Integrity

"I have authority to bind this party"



Witness Signature

James Reinert

Witness Name