



LOCATION AGREEMENT

Date: (“**Effective Date**”)

Silver Lake Improvement Association (“**Owner**”) is the owner of and/or controls all rights with respect to the property (the “**Property**”) that is the subject of this contract (the “**Agreement**”). For good and valuable consideration in the amount of \$_____ (the “**Fee**”), the receipt and sufficiency of which is hereby acknowledged, Owner hereby gives permission to _____ and its employees, agents, contractors and suppliers (“**Producer**”) to enter upon and use and take possession of the Property located at 1523 Griffith Park Boulevard (Sunset Triangle Plaza) on or about _____, (subject to change on account of weather conditions or change in production schedule as determined by Producer) and Producer may continue in possession of the Property until the completion of all photographing and recording for which Producer may desire the use of the Property (the “**Term**”), for the purpose of photographing, filming and recording (including, without limitation, sound recording) certain scenes for potential use in and in connection with the audio/visual program currently entitled “Exposure” (working title) (the “**Program**”), and for any additional uses as described below. Producer will have the right to use the Property for additional filming as may be necessary.

Notwithstanding anything to the contrary in this Agreement, in the event that Producer’s use of the Property is prevented or hampered by weather or occurrences beyond Producer’s control (including, but not limited to, delays related to weather or pandemic) (each, a “**Force Majeure Event**”), Producer shall have the right to use the Property for an amount of additional time equal to the time that was not used due to the Force Majeure Event, commencing at a mutually agreeable time following the end of the Force Majeure Event.

Other than the Fee, Owner acknowledges and agrees that Owner will not be paid compensation for Producer’s use of the Property under this Agreement nor for Producer’s exercise of the rights granted by Owner under this Agreement. Owner shall be responsible for all taxes and other obligations that arise in connection with Owner’s receipt of the Fee.

Producer may place all necessary facilities and equipment on the Property and agrees to remove them after completion of work and leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted. Producer may make and remove preparations for photography including erecting and maintaining temporary audio visual sets, structures and scenery on the Property as Producer may desire. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, Producer will replace them. Producer may, if it elects, include any and all signs on the Property and any tradenames, trademarks, copyrights and logos of Owner or visible on the Property (collectively, the “**Owner’s Marks**”) in the Photographs (as hereinafter defined). Owner represents and warrants that the Property is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances and is free of latent defects or illegal conditions of which Owner is or should be aware, except those of which Owner has notified Producer. Owner agrees to abide by any

security protocols, health and safety guidelines, confidentiality, and social media policies for the Program which are provided to Owner by Producer in writing.

Owner hereby agrees to indemnify, defend, and hold harmless Producer, any networks/distribution platforms exhibiting the Program (each a “**Network**”), _____, the sponsors and advertisers connected with the Program, any other distributors, licensees or assignees of the Program or any recordings, photography, or other materials in connection with the Program, the contestants participating in the Program, all other persons and entities connected with the Program, all of their respective parents, subsidiaries, related and affiliated entities, licensees, successors, and assigns, all of their respective directors, officers, principals, executives, on-air talent, employees, agents, contractors, partners, shareholders, representatives and members, and all of their respective heirs, next of kin, spouses, guardians, representatives, executors, administrators, successors, licensees and assigns. (the “**Indemnified Parties**”) from and against any and all losses, liabilities, damages, expenses, claims and costs (including attorneys’ fees) caused by, arising from, or related to (a) the use of the Photographs (as hereinafter defined) as permitted herein; (b) any act or omission of Owner, Owner’s employees, agents and/or contractors; (c) the breach or alleged breach of any representation or warranty made by Owner contained herein; and/or (d) the condition of the Property existing prior to any material changes to the Property caused by Company.

If Owner claims that Producer is responsible for any such damage or injury, or both, Owner must notify Producer in writing within five (5) business days of the date that Producer vacates the Property, which writing shall include a detailed listing of all property damage and injuries for which Owner claims Producer is responsible. Owner shall cooperate fully with Producer in the investigation of such claims, and permit Producer’s investigators to inspect the property claimed to be damaged.

Owner acknowledges and agrees that Producer has the right to photograph, film and record the Property, and to broadcast, exhibit and otherwise exploit any and all photographs (audio visual scenes, stills, videotape or otherwise) and audio recordings (collectively, the “**Photographs**”) of, on, in, at and about and of the Property, together with all scenery, equipment buildings and other property thereon, and any and all furnishings, works of art and other objects located in or around the Property, as well as the Owner’s Marks, in any and all manner and media whatsoever, whether now known or hereafter devised, in any and all languages, throughout the universe in perpetuity. Without in any way limiting the foregoing, all rights of every kind in and to all Photographs (including, without limitation, all copyrights and the irrevocable and perpetual right to exhibit in any and all media, throughout the universe, any and all Photographs made of, on, in at and about and of the Property) shall be and remain vested in Producer, including, without limitation, the right to use and reuse all such Photographs for any purposes including, without limitation, in and in connection with the Program and subsequent related and unrelated productions of any kind, for and/or in connection with Program advertisers, sponsors, and/or product integration partners, as well as in and in connection with advertisements, promotions, publicity, marketing, advertising (including promoting the Program’s availability on products and/or services capable of exhibiting the Program) and in merchandising, sound recordings, commercial/promotional tie-ins, and partnership marketing campaigns, clips, audio/visual content and/or photographs related to such advertisers, sponsors, and/or product integration partners and other materials and in advertising, marketing, promotion, and publicity material for Samsung and any other advertisers, sponsors, and product integration partners for the Program. Producer shall have the right, in its sole discretion, to alter or edit the Photographs (and any names, insignias and signs located thereon and any logos, trademarks, service marks, trade dress and verbiage contained on

such signs) for use in the Program or otherwise. Owner waives any right to object to any use (including any editing/dubbing/translating/ subtitling in all languages) of the Photographs by Producer or Network for any reason. Owner shall not be permitted to revoke, rescind, or terminate this Agreement.

Neither Owner nor any tenant or any other party having an interest in the Property shall have any claim or action against any of the Indemnified Parties or any other party arising out of any use of the Photographs. Owner's sole remedy for breach of this Agreement by Producer shall be an action for money damages. In no event will Owner be entitled to seek or obtain injunctive or other equitable relief, and in no event will Owner be entitled to terminate this Agreement. Producer has no obligation to include the Property in the Program or in any other production or to otherwise use any Photographs.

Without limiting the preceding paragraph, the rights granted in this Agreement include the right to photograph all structures, artwork, sculptures, displays, trademarks, names, and signs located on the Property (including, but not limited to, the exterior and interior of such structures and the names, logos, verbiage, trademark and tradenames), the right to refer to the Property by its correct name or any fictitious name, the right to attribute fictitious events as occurring on the Property, and the right to replicate the Property.

Owner represents and warrants that Owner has the right to enter into this Agreement and to grant Producer all rights provided by this Agreement. In the event that Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this Agreement and to grant Producer all rights provided hereunder. Owner agrees not to make any commercial or any other use of the fact that the Property appeared or may appear in the Program or in any of Producer's productions or the fact that the Property appeared or may appear in any Photographs or by any third party authorized by Producer.

Owner agrees that any and all information disclosed to or obtained by Owner, representatives, employees, and/or agents of the Property (each a "**Party**" and collectively the "**Parties**") concerning or relating to the Program, including but not limited to the premise and concept of the Program, the nature of certain events in the Program, Owner's and/or the Parties' participation in the Program as well as the activities occurring on and around the Property occurring in connection with the Program, the identity of any participants in the Program and the outcome of the Program (in the event the outcome occurs on the Property including, without limitation, the participants in, details of and outcomes of challenges and/or other activities in the Program including, without limitation winners and prizes in connection therewith) (collectively, the "**Confidential Information**"), includes trade secret information and shall be strictly confidential, and Owner hereby agrees not to disclose, and to cause each of the Parties not to disclose, any such Confidential Information to any individual or entity. Owner acknowledges and agrees that any disclosure of such Confidential Information by Owner or any Party in violation of this Agreement shall constitute a material breach of this Agreement and shall cause Producer and Network irreparable injury. Owner agrees that in the event of any disclosure by Owner or any Party in violation of this Agreement, Owner shall be liable to Producer and Network and Owner agrees that Producer and Network shall have the right to utilize all available remedies under the law, including both financial and injunctive relief, to seek retribution for any breach of this confidentiality provision by Owner or any Party. Owner expressly agrees that Producer and Network shall be entitled to any and all relief available to Producer and Network as reasonable compensation for the significant harm which will be incurred by Producer and Network as a result of any such disclosure and/or breach of this Agreement by Owner and/or any Party. In addition, if requested by Producer, Owner will assist Producer in securing a confidentiality waiver from each Party.

Owner agrees not to make or authorize any other person to make any statement to any media service with respect to the Program, Producer or any assignee (including without limitation the Network), or otherwise publicize, advertise or promote Owner's and/or the Property's appearance on the Program, without Producer's prior written approval in each instance. In addition, Owner will not itself, and will not authorize others to, prepare or assist in the preparation of any written work, any audio work, visual work or any audio-visual work that depicts, concerns, or relates in any way to Owner's and/or the Property's involvement in the Program. All contact with the media regarding the Program or Owner's participation in the Program must be organized and sanctioned by the press officer of Producer in connection with the Program or by a duly authorized representative of Producer and/or Network.

Owner shall not at any time use the names, logos, trade names or trademarks of Producer, Network, or Samsung for any purpose, including without limitation, in connection with any media appearance or other types of appearances Owner may make at any time, or in connection with any kind of advertising, promotion, publicity, merchandise, tie-in, product or service (including over the Internet).

The terms and conditions of this Agreement shall be interpreted and governed by New York law applicable to contracts entered into and to be wholly performed in New York without reference to choice of law rules. The parties consent to the jurisdiction and venue of the courts of the State of California in the County of Los Angeles or the federal courts located in the County of Los Angeles. If any controversy or claim arising out of or relating to this Agreement, or the breach of any term hereof, cannot be settled through direct discussions, the parties agree to endeavor to first settle the controversy or claim by mediation conducted in the County of Los Angeles and administered by JAMS under its applicable rules, before commencing any proceedings permitted under this paragraph. If a dispute is not otherwise resolved through direct discussions or mediation, the controversy or claim, including the scope or applicability of this agreement to arbitrate, shall be resolved by final and binding confidential arbitration conducted in the County of Los Angeles, and administered by JAMS in accordance with the Streamlined Arbitration Rules and Procedures of JAMS or subsequent versions thereof, including the optional appeal procedure (the "JAMS Rules," available at www.jamsadr.com, including, without limitation, the rules providing for limited discovery and other exchange of information and, to the maximum extent permitted by law, the rule providing that each party shall pay *pro rata* its share of JAMS fees and expenses). The JAMS Rules for selection of mediators and arbitrators shall be followed, except that the mediator or arbitrator shall be (i) an experienced mediator or arbitrator (as applicable) who is experienced in the entertainment industry and licensed to practice law in New York or (ii) a retired judge. Notwithstanding the above requirements, if a party files suit in court or files an arbitration before first seeking to mediate, in direct violation of this paragraph, the other party does not have to request mediation to enforce the right to compel arbitration as required under this paragraph. Upon the conclusion of any arbitration proceedings, the arbitrator shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision reached and shall deliver such documents to each party to the dispute. The arbitrator shall not have the authority to grant any remedies the parties to any dispute have waived herein.

Owner agrees that Producer may license, assign and otherwise transfer this Agreement and all rights granted by Owner to Producer under this Agreement to any person or entity. Owner shall not be permitted to assign or otherwise transfer this Agreement.

Producer shall have the right to cancel this Agreement at any time prior to Producer's use of the Property. Upon Producer's cancellation of this Agreement, neither Producer nor Owner shall have any obligations whatsoever under this Agreement. If any provisions of this Agreement are held to be void or unenforceable, all other provisions of this Agreement shall continue in full force and effect.

If any event, including, but not limited to, force majeure, an act of God, actual or threatened war, actual or threatened acts of terrorism, riot, civil unrest, fire, earthquake, casualty, epidemic, pandemic, significant disease outbreak, isolation order, quarantine, labor dispute, strike, act of any federal, state, or local authority, death, default or refusal to perform of key personnel, (including, without limitation, unavailability or failure of the showrunner, executive producer, producer, director, any other production personnel or any member of the cast to perform for any reason (including, without limitation, death, illness, incapacity, disfigurement, failure, refusal or neglect)) or any other reason beyond Producer's reasonable control whether foreseeable or unforeseeable, materially interferes with Producer's development, production, or distribution activities, materially interferes with the economic purpose of the Agreement, or presents a risk to any of Producer's employees or independent contractors, this Agreement and all aspects hereof, including, but not limited to, all of Producer's obligations and periods of time for Producer to act or exercise rights, shall automatically suspend without any further action on the part of Producer for a period of time equal to the duration of the interfering event. In addition to the foregoing suspension of this Agreement due to an interfering event, Producer shall have the right to terminate this Agreement at any time in its sole discretion during the pendency of the interfering event.

This is the entire Agreement. No other authorization is necessary to enable Producer to use the Property for the purpose contemplated. This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be terminated, rescinded or amended, except by a written agreement signed by both Producer and Owner. Nothing in this Agreement shall limit or restrict any rights otherwise enjoyed by Producer under law or Agreement. Any signed copy of this Agreement transmitted via email or facsimile (or executed electronically via DocuSign or a similar service) shall be deemed an original copy hereunder. Owner acknowledges that the rights granted herein shall inure to the benefit of Producer and Producer's successors, licensees, and assigns, and distributors of the Project. Any waiver of any term of this Agreement in a particular instance shall not be a waiver of such term for the future. The invalidity or unenforceability of any term of this Agreement shall in no way affect the validity or enforceability of any of the remainder of this Agreement.

ACCEPTED AND AGREED:

PRODUCER

OWNER

By:

By:

Print Name/Title:

Print Name/Title:

Show: (working title)

Address: P.O. Box 291274
Los Angeles, CA 90029

Date:

Date: