

NON-FILMING LOCATION AGREEMENT  
("Agreement")

In consideration on the payment of the sum of \$\_\_\_\_\_ (\$\_\_\_\_\_), The City of Loganville ("Lessor") hereby grants to TBDP2, LLC (hereafter "Producer"), its licensees, successors and assigns, the right to enter upon and use for the following non-filming "location" purposes:

Parking Trucks Trailers and personal vehicles in Main St. Parking Lot, Loganville Health Dept. Lot / Loganville Toddler Park Lot, City Hall Parking Lot and the Gym Parking Lot at a rate of 1,200.00 per day of use.

the property to be used are located at

1. City Hall side lot - 135 Main St.
2. Main St lot- 289 Main St., Broad St. and 4409 Pecan St
3. Health Dept. lot & Toddler Park lot - 4385 Pecan St.

Loganville, GA 30052 (the "Property"), on \_\_\_\_\_ DATE \_\_\_\_\_ [\_\_\_/\_\_\_/\_\_\_] in connection with the audiovisual program currently entitled "Zoltar S2" (the "Program").

Producer agrees to use reasonable care to prevent damage to the Property. Producer agrees to restore the Property as nearly as possible to its original condition at the time of Producer's taking possession of the Property, reasonable wear and tear from permitted uses excepted. Lessor agrees to submit to Producer in writing, within five (5) days of Producer vacating the Property a detailed list of all claimed property damage for which Producer is responsible, provided, however, that if such list is not provided to Producer by Lessor in accordance with the terms hereunder, then Lessor agrees that the Property has been satisfactorily restored to the Property's prior condition in accordance with the terms and conditions of this Agreement. Producer shall have the right to inspect the alleged damage. In the event that any actual and verifiable damages to the Property is caused directly by Producer's use of the Property, Producer agrees to pay for all necessary repairs.

Producer hereby agrees to indemnify and hold the undersigned harmless from any and all claims and demands of any person or persons arising out of or based upon personal injuries or property damage resulting directly from the gross negligence or willful misconduct of Producer while engaged in the aforementioned use of the Property; provided, that such claims do not arise out of the tortious conduct of or contractual breach by Lessor.

The dates for Producer's use of the Property are subject to change on account of change in production schedule and/or occurrences beyond Producer's control, including without limitation, any labor controversy, strike or threat of strike, act of God, weather conditions, epidemic and/or pandemic, governmental action, regulation, or decree, or for any other customary "force majeure" reason, 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 reasons (including, without limitation, death, illness, incapacity, disfigurement, failure, refusal or neglect). There shall be no additional compensation in the event Producer changes the dates it uses the Property. The parties acknowledge the existence of the current COVID-19 global pandemic. This Agreement is based on the parties' expectation that production of the Program will commence and proceed as scheduled. However, the parties acknowledge that Producer's ability to produce the Program as scheduled is uncertain. If production of the Program as scheduled is prevented, suspended, or postponed by reason of (and including but not limited to): (i) a high prevalence of COVID-19 (as determined by Producer in its sole discretion); (ii) a COVID-19 related government statute, regulation, or order; or (iii) the COVID-19 related absence, illness, or injury of any cast or crew member, the parties agree that any such event shall be considered a force majeure event and that Producer shall have the right to change the Date(s) it uses the Property.

It is further agreed that Lessor's rights and remedies in the event of a failure or an omission constituting a breach of this Agreement shall be limited to Lessor's right, if any, to recover monetary damages in a grievance/arbitration (in accordance with the arbitration provision below), but in no event shall Lessor be entitled by reason of any such breach to terminate this Agreement, or to enjoin or restrain the distribution, exhibition or other exploitation of any television program, motion picture or other production, or any subsidiary or allied rights with respect thereto and/or the advertising, promotion, publicizing or merchandising thereof, nor will Lessor have the right to terminate Lessor's services or obligations hereunder by reason of such breach.

Lessor represents and warrants that Lessor is the sole owner or the agent for the owner of the Property, that Lessor is fully authorized to enter into this Agreement, that Lessor has the right to grant Producer the right to use the Property as set forth hereunder and to grant each and all of the rights granted herein and that no further permission or consent of any other person or entity is necessary for Lessor to grant Producer the rights granted herein. Furthermore, Lessor represents and warrants that Lessor will take no action nor allow or permit or authorize any third party to take any action which might interfere with Producer's full use and quiet enjoyment of the Property in accordance with the terms hereof; Lessor will maintain the Property in useable condition for all uses by Producer contemplated hereunder; and it is not necessary for Producer to pay any amounts to, any person, firm or corporation in order to enable Producer to enjoy the full rights to the use of the Property as described herein. Lessor will indemnify and hold harmless Producer, and Producer's successors, licensees and assigns, and any person claiming under or through Producer, and Producer's officers, directors, shareholders, employees, agents and representatives of each of the foregoing persons and entities, from and against any liabilities, losses, claims, demands, costs (including, without limitation, reasonable attorneys' fees) and expenses arising in connection with Lessor's breach or alleged breach of any above representations or agreements.

Except as otherwise authorized by Producer and/or the telecaster or other exhibitor of the Program, Lessor shall not (and shall not authorize others to) publicize, advertise or promote the appearance of the Property in the Program. Lessor acknowledges and understands the valuable and proprietary nature of the Program and any information Lessor obtains or learns as a result of Producer's use of and filming the Property, including but not limited to information and photographs regarding the Producer, the Program participants, the set, storylines, premise and concept and methods of production shall be considered "Confidential Material". Lessor further acknowledges that Lessor may not disclose such Confidential Material to any third parties by any means, including, without limitation, via social media outlets such as Facebook, Instagram, TikTok, YouTube, Snapchat and Twitter, unless such information is already in the public domain or is required by law. Further, Lessor shall not use any name, logo, Program title, trademark or other proprietary mark of Producer or of its licensees or assigns in any manner. Lessor is strictly prohibited from taking any photographs or making any recordings of any kind of the activities of Producer (including, without limitation, the cast, crew, and/or the sets). Lessor agrees that any violation of the foregoing provisions shall constitute and be treated as a material breach of this Agreement, which will cause irreparable harm to Producer and/or the telecaster or other exhibitor of the Program entitling Producer to seek or obtain injunctive and other equitable relief (without posting bond) to prevent and/or cure any breach or threatened breach of this paragraph by Lessor. In addition, Lessor shall abide by any security, confidentiality and/or social media policies provided by Producer or exhibitor in writing.

Lessor is aware that federal law prohibits "payola" and "plugola," and Lessor acknowledges that it is unlawful to accept anything of value (except the payments payable hereunder) for promoting any product, service or company, or arranging for any person or product to appear, on the air. Lessor covenants that Lessor shall not violate any such law.

This Agreement shall be governed by and interpreted pursuant to the laws of the state of California applicable to agreements executed and to be wholly performed within said state. The parties consent to the jurisdiction and venue of the state of California in the city and county of Los Angeles. Except as otherwise provided in this Agreement, any dispute arising hereunder shall be resolved solely through binding arbitration conducted in Los Angeles, California under and pursuant to the JAMS Streamlined (for claims under US\$250,000.00) or the JAMS Comprehensive (for claims over US\$250,000.00) Arbitration Rules and Procedures ("JAMS Rules"), as said rules may be amended from time to time with full rights of discovery as

permitted in accordance with California law. It is agreed that the arbitration shall be before a single arbitrator familiar with entertainment law. The parties hereby expressly waive any and all rights to appeal, or to petition to vacate or modify, any arbitration award issued in a dispute arising out of this Agreement. Each party hereby irrevocably submits to the jurisdiction of the state and federal courts for the county of Los Angeles in connection with any petition to confirm an arbitration award obtained pursuant to this Section. Any award shall be final, binding, and non-appealable. The parties agree to accept service of process in accordance with JAMS Rules. The arbitration will be confidential and conducted in private and will not be open to the public or media. No matter relating to the arbitration (including, but not limited to, the testimony, evidence or result) may be: (i) made public in any manner or form; (ii) reported to any news agency or publisher; and/or (iii) disclosed to any third party not involved in the arbitration.

This Agreement will inure to the benefit of and will be binding upon the parties' respective affiliates, successors, licensees, assigns, heirs and representatives. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties hereto. If any provision of this Agreement is adjudged to be void or unenforceable, same shall not affect the validity of this Agreement or of any other provision hereof.

ACCEPTED AND AGREED:

PRODUCER

LESSOR

\_\_\_\_\_  
Producer Representative (print) Title

\_\_\_\_\_  
Lessor's Representative (print) Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature