

LOCATION AGREEMENT

This agreement ("Agreement") confirms that City of Starahan ("Owner") hereby does grant, to CON MAN PRODUCTION, LLC ("Producer"), and to its employees, agents, independent producers, contractors and suppliers, permission to enter upon and use the property located at 6601 104th Street, Starahan La 70123 ("Property") for the purpose of photographing and recording certain scenes for a motion picture currently entitled "SUPERCON" ("Picture") commencing on or about 07-25-2016 (subject to change on account of weather conditions or changes in production schedule), and continuing until completion of all scenes and work required.

Producer may place all necessary facilities and equipment, including temporary sets, on the Property, and agrees to remove the same after completion of work and leave the Property in as good condition as when it was received, reasonable wear and tear from uses permitted herein excepted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed by Producer, must be replaced.

Producer agrees to use reasonable care to prevent damage to the Property (reasonable wear and tear excepted, as set forth above), and will indemnify Owner, and all other parties lawfully in possession, of the Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of gross negligence on Producer's part in connection with the work hereunder.

Producer shall have the right to photograph, record and use in any manner whatsoever any name connected with the Property and any signs located thereon and any logos and verbiage contained on such signs in connection with or as part of the Picture and the right to refer to the Property by any real or fictitious name and the right to refer to any real or fictitious events as having occurred on the Property. Producer shall have the right to reproduce, exhibit, advertise, and exploit and license others to reproduce, exhibit, advertise, and exploit all of the photographs and recordings made hereunder in connection with the Picture in any and all media, whether now known or hereafter devised, throughout the universe in perpetuity, including, without limitation, the right to use or authorize the use of any portion(s) of the Picture containing the photographs and recordings made hereunder in other motion pictures.

Producer shall be the sole owner of all right, title and interest in and to the Picture and any photographs and recordings hereunder, and neither Owner nor tenant, or other party now or hereafter having an interest in the Property, shall have any right of action against Producer or any other party arising out of any use of said photographs and/or sound recordings, whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature.

Owner's sole remedy for any breach or alleged breach by Producer shall be an action at law to recover such damages as may have been actually suffered by Owner as a result thereof (if any). Owner shall not have the right to terminate or rescind this Agreement. In no event shall Owner seek or be entitled to injunctive or other equitable relief by reason of any breach or threatened breach of this Agreement, or for any other reason pertaining hereto, nor shall Owner be entitled to seek to enjoin or restrain the exhibition, distribution, advertising or exploitation of the picture.

Location fees are agreed upon as follows:

Usage fee of \$500.00.

All charges will be payable upon completion of all work contemplated, unless specifically agreed to the contrary. Producer is not obligated to actually use the Property or produce the Picture or include material shot

hereunder in the Picture. Producer may at any time elect not to use the Property by giving Owner written notice of such election, in which case neither party shall have any obligation hereunder. If Producer requires use of the Property for additional use in connection with the Picture, Owner shall permit Producer to re-enter upon and again utilize the Property for such purpose. The dates for such additional use shall be subject to Owner's approval, which approval Owner shall not unreasonably withhold and Owner shall be compensated for such additional use at a prorated basis.

Producer may assign its rights hereunder in whole or in part to any person, firm or corporation and this Agreement may be assigned by any assignee thereof. This Agreement and Owner's rights and obligations hereunder are not assignable by Owner and any purported assignment thereof will be null and void from the making thereof.

Owner hereby warrants that Owner has the right and authority to make and enter into this Agreement and to grant Producer the rights set forth herein. Producer shall not have to seek permission or make payment to any third party for the rights granted herein.

Owner hereby agrees to indemnify Producer, the applicable network, and their employees, licensees, successors, agents, assigns and designees from and against any and all losses, liabilities, damages, expenses and claims (including reasonable attorney's fees) as a result of (i) any breach of said representations and warranties or agreements made by Owner in this Agreement, or (ii) without limiting the foregoing, Owner's negligence.

Owner and Owner's employees or subcontractors will adhere to the confidentiality terms and conditions of Addendum A, which is attached hereto and by this reference hereby incorporated into this Agreement. This is the entire agreement. No other authorization is necessary to enable Producer to use the Property for the purpose herein contemplated. This Agreement supersedes and replaces all previous agreements.

CON MEN PRODUCTION, LLC

Lessor of Premises

By: M. McEllen
(Production Company's Signature)

By: Tina Miceli
(Lessor or Lessor's Agent)

Men McEllen
Print Name

Tina Miceli
Print Name

Asst Location Manager
Position

Mayor
Position

ADDENDUM A

CONFIDENTIALITY/UNAUTHORIZED USE AGREEMENT

Producer has strict policies with respect to the disposal, distribution and/or dissemination of production materials and/or information. It is essential that Owner not make any unauthorized use, reproduction, sale, and/or distribution of any production materials. Owner further agrees to hold strictly confidential and not to disclose at any time to the public, media, or any person or entity any production information, without Producer's prior written permission.

Owner agrees that Producer is the sole and exclusive owner of all rights in and to all elements of the Picture (including without limitation scripts, props, storyboards, etc). Should Owner be privy to and/or handle any production materials, elements and/or information, or should any production materials, elements, and/or information become known to Owner, Owner shall not at any time either directly or indirectly disseminate, duplicate, publish, dispose of, or distribute, in any manner whatsoever, whether to a single or to multiple recipient or onto the internet or replacement/successor/similar technologies, including without limitation through any and all social media or social networking technologies including without limitation Twitter, Facebook, blogs, multimedia messaging (e.g. SMS, MMS, email, etc and all future technologies or methods in the nature thereof) and the like, disclose any materials, elements and/or information of any kind, including on-set or location personal photographs or videos (whether by use of cell phone, camera or other recording device) dealing with or in any way relating to the development, production or exploitation of the Picture, or any element thereof - including, without limitation, the screenplay, underlying literary material, locations, props, artwork, cast members (including their names and/or likenesses), crew members (including their names and/or likenesses), creative elements, or the business or affairs of the Picture or of Producer (collectively, "Confidential Information and Materials"). Owner acknowledges and agrees that the Confidential Information and Materials derives independent economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure, distribution or use. Owner acknowledges that any breach by Owner with respect to the Confidential Information and Materials will cause irreparable injury to Producer, not readily measurable in money, and for which Producer, without waiving or limiting any other rights or remedies, shall be entitled to injunctive relief. At Producer's request, Owner agrees to return immediately to Producer any and all Confidential Information and Materials. Failure to comply with these policies may, at Producer's election, result in: (i) the immediate termination (as applicable) of any Agreement between Producer and Owner; (ii) the revocation of Owner's privilege of viewing or handling any Confidential Information and Materials; and (iii) the revocation of Owner's privilege of visiting production locations including without limitation the production office, Art Department, set, etc., and Producer may prosecute any such failure to comply to the full extent allowable under law (with both criminal and civil liability). Producer reserves all of its other rights and remedies in the event that Producer's policies with regard to Confidential Information and Materials are not complied with. The obligations set forth in this Addendum A shall survive any termination of the Agreement.