

LOCATION AGREEMENT

CAROLE BASKIN ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this Agreement (the "Property"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby gives permission to Royal Goode Productions, LLC (and its successors, assignees, licensees, designees, employees, agents, contractors and suppliers) (collectively, "Company") to enter upon and use the Property (either accurately, simulated, in combination with other sets and/or locations, and/or otherwise) located at 1202 EAST ST TAMIA, FLORIDA, commencing on or about 5.16.19. Company may continue in possession of the Property until the completion of all photographing and recording for which Company may desire the use of the Property, over a period of about THIRTY (30) days (subject to change on account of weather conditions or changes in production schedule) for the purpose of preparation of production, rehearsing, photographing, filming and recording (including, without limitation, sound recording) certain scenes for use in and in connection with the audiovisual series currently entitled "Big Cats" (the "Series") and for any additional uses as described below. If Company requires use of the Property for additional time periods in connection with the Series, Owner shall permit Company to re-enter upon and again use the Property for such purpose.

1. **USE OF PROPERTY:** Owner acknowledges and agrees that Company has the right to photograph, film and record the Property and to exhibit and otherwise exploit the photographs, film and recordings of the Property and any and all designs, sets, structures, furnishings, works of art and other objects located in or around the Property, as well as the Owner's trade names, trademarks, trade dress, service marks, copyrights, verbiage and logos of Owner or visible on the Property (collectively, the "Owner's Marks") for use in and in connection with the Series (the "Recordings"). Company shall have the right to place all necessary facilities, personnel, vehicles, props, equipment, temporary sets and structures onto the Property and to make non-permanent changes to the Property. Company agrees to remove any items brought to, temporary structures built on and to reverse any temporary changes made to the Property after completion of production. Company agrees to leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted and events beyond Company's control. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, Company will replace them. Further, Owner grants permission to Company to: (a) replicate and/or duplicate the Property (or any part thereof), by constructing a set at a separate location, for the purpose of completing Company's scheduled work, or for future filming, retakes, added scenes, advertisements and/or promotions (the "Duplicates"); (b) refer to the Property by any fictitious name; and/or (c) attribute any fictitious events as occurring on the Property. Company may use the Property until all scenes requiring the Property have been completed. Nothing in this Agreement shall limit or restrict any rights otherwise enjoyed by Company under law.
2. **OWNERSHIP OF RECORDINGS:** All rights of every kind in and to the Recordings and Duplicates (including, without limitation, all copyrights) shall be and remain vested in Company, including, without limitation, the right to exhibit, distribute and otherwise exploit the Series and Recordings, to use and reuse the Recordings and Duplicates in and in connection with the Series, subsequent related and unrelated productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips and other materials, etc. for the Series and in any ancillary exploitation thereof, including, without limitation, publications, soundtracks and merchandising in all manner and media, now known or hereafter devised, in all languages, throughout the universe, in perpetuity. Company shall have the right, in its sole discretion, to alter or edit the Recordings (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 Series.
3. **NO OBLIGATION TO USE:** Company shall not be obligated to actually use the Recordings, Duplicates, the Owner's Marks or the Property, nor to exercise any of the rights granted to Company hereunder, nor to actually produce or exploit the Series, nor to continue production or exploitation thereof, if commenced, nor to make any references to the Property in the Series nor in other motion pictures or productions or otherwise.
4. **SUSPENSION/EXTENSION:** If due to illness of actors, director or other essential artists and/or crew, weather conditions, defective film, equipment, fire, flood, epidemic, earthquake, explosion, accident, riot, war (declared or undeclared), blockade, embargo, act of public enemy, civil disturbance, labor dispute, strike, lockout, inability to secure sufficient labor, power, essential commodities, necessary equipment, adequate transportation or transmission facilities, or death or disability of key personnel rendering services on the Series, any applicable law or any act of God, or any other occurrence beyond Company's control, Company is unable to start work on the date designated above and/or work in progress is interrupted during use of the Property by Company, then Company shall have the right to use the Property at a later date to be mutually agreed upon by the parties and/or to extend the period of use set forth in this Agreement.
5. **INSURANCE/NOTICE OF ALLEGED DAMAGE:** Company agrees to use reasonable care to prevent damage to the Property. Company shall provide Owner, prior to the use of the Property, with evidence of commercial general liability insurance in an amount of One Million Dollars (\$1,000,000) naming Owner as an additional insured party thereon. If requested by Company, the undersigned agrees, at the conclusion of Company's use hereunder, to jointly inspect the Property to identify any claimed damage. Whether or not such joint inspection occurs, if Owner claims that Company is responsible for any actual and verifiable damage or injury, or both, Owner must notify Company in writing within forty-eight (48) hours after completion of Company's use of the Property (including any additional use), which writing shall include a detailed listing of all alleged property damage and injuries for which Owner claims Company is responsible. Owner shall cooperate fully with Company in the investigation of such claims, and permit Company's investigators to inspect the property claimed to be damaged.

6. **REPRESENTATIONS & WARRANTIES:** Owner represents and warrants that: (a) Owner has the full right, power and authority to enter into this Agreement and to grant Company all rights provided by this Agreement; (b) Owner will take no action nor allow or permit or authorize any third party to take any action which might interfere, delay, or in any way impede Company's full use and quiet enjoyment of the Property in accordance with the terms hereof; and (c) the Property is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances, is free of latent defects or illegal conditions of which Owner is or should be aware except those of which Owner has notified Company and Owner will maintain the Property in useable condition for all uses contemplated hereunder. If 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 Company all rights provided hereunder. No other authorization is necessary to enable Company to use the Property as contemplated.
7. **INDEMNIFICATION:** Owner hereby agrees to indemnify Company, and its parents, subsidiaries and affiliates, all distributors, exhibitors, stations, sponsors and advertising agencies of the Series or other productions incorporating the Recordings and all of the officers, directors, agents, contractors, employees and shareholders of each of the foregoing from and against any and all losses, liabilities, damages, expenses, claims and costs (including attorneys' fees) caused by, arising from, or related to any act or omission of Owner, Owner's employee, agents and/or contractors or any breach or alleged breach of the representations, warranties or agreements made by Owner in this Agreement. Company will indemnify and hold Owner harmless from any actual and verifiable third party claims, demands or actions arising out of or based upon personal injuries or property damage resulting from the breach, gross negligence or willful misconduct of Company, while Company is engaged in the aforementioned use of the Property.
8. **NO USE OF COMPANY'S MARKS/CONFIDENTIALITY:** Owner shall not use any name, logo, Series title, trademark or other proprietary mark of Company or of its licensees or assigns in any manner. Owner shall not (and shall not authorize others to) publicize, advertise or promote the appearance of the Property in the Series, unless specifically authorized in writing, by Company or the exhibitor of the Series. Owner acknowledges and understands the valuable and proprietary nature of the Series and any information Owner obtains or learns as a result of Company's use and filming of the Property, including, without limitation, information and photographs regarding Company, Series participants (e.g., actors, producers, crew, etc.), the set, storylines and methods of production and any other non-public information (whether written, electronic, graphic or any other form) shall be considered "**Confidential Material.**" Owner shall not disclose Confidential Material to any third parties, unless authorized by Company, in writing, or required by law. Owner's confidentiality obligations hereunder shall apply to any and all media, including, without limitation, any social networking site; microblogging service; user-generated or user-uploaded content website; online forum, discussion thread or comment section; personal website or blog; user modified website; or any other website, service, platform, Series, application or other form or method of communication, whether now known or hereafter devised (e.g., Facebook and Twitter). Owner 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 Company and/or the exhibitor of the Series entitling Company 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 Owner.
9. **RELEASE:** Neither Owner nor any tenant or any other party having an interest in the Property shall have any claim or action against Company the exhibitor or distributor of the Series, or any other party arising out of any use of the Recordings. Owner releases Company and its parents, subsidiaries, and affiliates, all distributors, exhibitors, stations, sponsors and advertising agencies of the Series or other productions incorporating any audio and video recordings taken on or of the Property, and all of the officers, directors, agents, contractors, employees and shareholders of each of the foregoing from any and all claims, demands and costs arising from or related to any of the use of the recordings made on the Property as contemplated herein, including, without limitation, claims for trade libel, defamation, invasion of privacy, copyright infringement, trademark infringement and/or dilution.
10. **COMPANY'S RIGHT TO CANCEL PRIOR TO PRODUCTION:** Company shall have the right to cancel this Agreement at any time prior to Company's use of the Property. Upon Company's cancellation of this Agreement, neither Company nor Owner shall have any obligations whatsoever under this Agreement, and Owner shall immediately refund to Company any and all sums previously paid by Company pursuant to this Agreement. Owner acknowledges that it has not entered into this Agreement in reliance upon any representation (written or oral, express or implied) of Company not contained herein.
11. **ASSIGNMENT:** The Agreement is non-assignable by Owner. Company may assign this Agreement, in whole or in part, or any of its rights, obligations, options, or privileges hereunder to any third party. This Agreement shall inure to the benefit of Company, its licensees, successors, and assigns. If Company's assignee, designee, or successor-in-interest produces the Series in lieu of Company, all references in this Agreement to Company shall be deemed references to said assignee, designee, or successor-in-interest.
12. **REMEDIES:** Owner's sole remedy for breach of this Agreement by Company shall be an action at law for compensatory money damages (but not punitive or consequential). Owner agrees not to seek, nor shall Owner be entitled to, injunctive or other equitable relief. Owner shall not be entitled to terminate or rescind this Agreement, nor to enjoin, restrain or otherwise impair Company's development, production, exhibition, advertising, promotion or other exploitation of the Series, or any other rights of Company hereunder. Nothing contained in this Agreement shall grant, transfer or convey any right or interest to the Owner in or to any film, stock, negative, disc, element, tape or other material of any kind or nature whatsoever owned by Company. No security interest, lien or other encumbrance shall be granted in any property of Company in favor of the Owner pursuant to this Agreement.

13. **CONTROLLING LAW/VENUE:** This Agreement was fully negotiated and entered into, and shall be governed by and construed and enforced in accordance with and governed by the intellectual property laws of the United States (including without limitation U.S. copyright law) and the laws of the State of New York without regard to its rules on conflicts of laws or any other rules that would result in the application of a different body of law. The parties consent to the exclusive jurisdiction and venue of the federal and state courts in New York County, New York for purposes of any proceeding arising out of or relating to this Agreement.

14. **MISCELLANEOUS:** This Agreement and each provision contained herein will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity and will not invalidate the remainder of such provision or the remaining provisions of this Agreement, which will remain in full force and effect. All notices and payments to Owner shall be sent to the above address (or, in the case of notices, to the above mailing address or e-mail address); it being understood and agreed that any date or time period which is or ends on a non-business day (i.e., Saturday, Sunday or industry holiday) shall be automatically extended to the next business day. The descriptive headings of the several paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The language of all parts of this Agreement will in all cases be construed as a whole according to its fair meaning and not strictly for or against any of the parties. The identity of the drafter or the relative bargaining power of the parties will not be considered in construing or interpreting any provision hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and which taken together shall constitute one and the same instrument. Scanned and electronic signatures provided hereto will be deemed original for all purposes hereunder. Owner will duly execute and deliver (or procure the due execution and delivery to Company of) any additional documents which Company may reasonably require to evidence its rights. Owner hereby appoints Company, or its nominee, as Owner's irrevocable attorney-in-fact, with the right but not the obligation, to prepare or complete any such documents and to execute the same in my name, or obtain execution thereof by others. This Agreement constitutes the binding terms of the Agreement between the parties and supersedes all prior oral or written agreements regarding the subject matter hereof. This Agreement may not be changed, modified, renewed, extended, or discharged or any covenant or provision hereof waived except by an agreement in writing signed by the parties.

IN WITNESS WHEREOF, the undersigned has executed this agreement as of the date written below.

Date: 5.16.19

ROYAL GOODE PRODUCTIONS, LLC
("Company")
By: [Signature]
Its: REBEKA CHAIKIN

ACCEPTED AND AGREED:
[Signature]
("Owner")

By: CAROLE BASKIN
Business Address: 12802 EAST STREET
TAMPA, FLORIDA 33625
Phone: _____

ALT: If property agent signs on Owner's behalf, please complete the following:

I, _____, warrant and represent that I am the authorized agent and representative of the above named Owner of the Property, and I have been expressly authorized by Owner to license Company the right to use the Property and grant to Company all the rights granted to Company under this Agreement, and I have, by my signature above, bound Owner to the terms and conditions of this Agreement.

Signature of Agent for Owner Agent's Address

Print Name of Agent Agent's Telephone Number