

LOCATION RELEASE AND AGREEMENT

- For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned licensor ("Licensor") hereby grants to Factual Productions, LLC ("Producer") and its parents, affiliates, subsidiaries, licensees, and successors the right to enter upon and film, videotape, photograph and otherwise record the exterior, interior, and contents of the premises and building(s) located at the address named below ("Property"), Licensor's products, related names, trademarks, service marks, trade names, logos, copyrighted material and/or other materials (hereinafter the "Products and Marks") as well as any signs, murals and identifying insignias of the Property, in and in connection with the series currently entitled "The Story of Us" (the "Series") produced for NGC Network International, LLC and/or NGC Network US, LLC ("NGC"). In the exercise of such rights, Producer shall be permitted to enter upon the Property on the shoot date(s) noted below, with such personnel and equipment as may be necessary. All physical embodiments of filming, recording and photography made on and of the Property, including any Products and Marks, shall hereinafter be known as the "Materials."
- Producer may place all necessary facilities and equipment on the Property and agrees to remove same after completion of filming, and to leave the Property in as good a condition as it was when received. Producer will use reasonable care to prevent damage to the Property.
- Producer will indemnify Licensor and all other parties lawfully in possession of the Property, and hold each of them harmless from any claims and/or demands by 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 negligence on Producer's part in connection with Producer's use of the Property.
- Licensor acknowledges that Producer and/or NGC shall own all rights of every kind in and to the Materials, including copyright and all other intellectual property rights in the Materials, which shall be and remain vested in Producer and/or NGC, and neither Licensor, nor any tenant, nor any other party having an interest in the Property shall have any claim or right of action (including any claim for injunctive relief and/or money damages) against Producer or any other party arising out of any use of the Materials. Licensor further acknowledges that Producer is filming, recording, and photographing such scenes on the Property in express reliance upon the foregoing. Licensor represents and warrants that it has all rights and authority to enter into this Agreement and to grant all rights granted hereunder, and that the consent of no other person or entity is required to enable Producer to use the Products and Marks as described herein, nor will such use violate or infringe upon the trademark, trade name, copyright, artistic and/or other rights of any third parties. Notwithstanding Producer's and/or NGC's ownership of all rights in and to the Materials, for the avoidance of doubt, where applicable, Licensor shall retain ownership of all of Licensor's Products and Marks as may be incorporated in the Materials.
- Producer and/or NGC shall have the irrevocable right to use and re-use all or any part of the Materials, and to license others to do so, throughout the universe, an unlimited number of times, in perpetuity in any and all media now known or hereafter devised in connection with the above-referenced Series or any other program, NGC, or otherwise (collectively, the "Program") and in connection with the distribution, exhibition, sale, advertising, publicity and promotion thereof. Producer is not obligated to actually use the Property or to include the Materials in the Program, and is not obligated to give Licensor notice of such election.
- Licensor acknowledges that its involvement and/or participation in the Series will result in Licensor having access to confidential information and/or materials relating to the Series, Producer, and NGC. Licensor agrees to keep and retain in the strictest confidence any and all information, communications, imagery and other materials disclosed to or obtained by Licensor concerning or relating to the Series, Producer, and NGC, including without limitation information concerning cast, crew, content, schedule and locations (the "Confidential Information"). Licensor further agrees that whether on set or at any other location, neither Licensor nor any of its employees/representatives shall photograph, videotape, film or record in any manner, including via smartphone or other device, any cast or crew member or anything else related to the Series, Producer or NGC. Licensor expressly acknowledges that, due to the unique nature of the Confidential Information, Licensor's misappropriation or disclosure of the Confidential Information to any person or entity not authorized by Producer or NGC to have such information shall be deemed a material breach of this Agreement. Licensor therefore agrees that neither Licensor nor any of its employees/representatives shall at any time directly or indirectly reveal, report, publish, disclose, copy, reproduce, transfer or otherwise disseminate or use any of the Confidential Information. Licensor further agrees that Licensor nor any of its employees/representatives shall post or publish any recordings or images, in any form or medium including but not limited to the Internet, on Licensor's website or on sites such as YouTube, Vimeo, iFilm, Vine, Facebook, Instagram, Twitter, Snapchat or otherwise, nor shall Licensor sell, exhibit, distribute or broadcast any recordings or images in any manner. Licensor acknowledges that Producer and/or NGC shall be entitled to seek all remedies available at law or in equity as a remedy for any breach of this Agreement. Licensor understands that any breach of this Agreement may result in the immediate termination of Licensor's engagement in connection with the Series and/or any other involvement with Producer and/or NGC.
- Licensor agrees not to issue any press releases or other public statements, including, but not limited to, speaking to the press about its involvement in the Program or about NGC's or Producer's involvement in the Program without Producer's and/or NGC's respective prior written permission. Licensor agrees not to use NGC's name, logo, trademark or other proprietary mark in any manner without NGC's prior written approval.
- Termination of this Agreement, for any reason, shall not affect Producer's and/or NGC's right in the Materials. This paragraph shall survive the termination or expiration of 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 may not be modified except by another writing signed by the parties. This Agreement may be executed with a digital or facsimile signature or signature that is scanned and transmitted via email; such forms of signature shall be deemed to be original and fully binding.

ACCEPTED AND AGREED:

"LICENSOR"

"LICENSOR"

Signature

Printed Name

Title, if applicable

City of Oxford, 107 Courthouse Square, Oxford, MS 38655

Company Name, if applicable

Date

LOCATION / PROPERTY INFORMATION:

City of Oxford

(Filming in and around the City of Oxford)

Property Name and Address

Ashley Atkinson, City Clerk

Contact Name / Title

662.232.2312

Contact Phone / Email

Friday, August 4, 2017

Shoot Date(s) as currently scheduled

SOU Host Wraps

Shoot ID (for Production Company Use)