

LOCATION RELEASE

DATE: August 15, 2022
NAME: Pulaski County Sheriff's Office ("Owner")
ADDRESS: 2900 S Woodrow Street, Little Rock, AR 72204
PHONE: 501.340.5600
EMAIL: eric.sheriffhiggins@pcso.org

1. Owner hereby grants to [LUCKY 8 TV, INC.] ("Producer") and their respective parents, subsidiaries and affiliates, licensees, successors and assigns, the right to film/tape and record the principals, employees, contractors, inmates and vendors ("Personnel") of the Pulaski County Regional Detention Facility ("Property") within the Property where Producer follows Personnel at the Property and as the Personnel engage in their day to day business and interact with each other and others who visit Property for the purpose of photographing and recording certain scenes in connection with a television program (the "Program") during production thereof, and as necessary during any extension, reshooting or preparation of publicity or promotion therefor. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Producer and Owner agree as follows. Owner hereby grants to Producer the right to initially enter and use the Property on the days and hours mutually agreed upon by the parties (the "Filming Dates"). Owner acknowledges that the Filming Dates may be approximate. Owner shall not unreasonably withhold or delay its consent to any additional changes to the agreed upon Filming Dates. As Owner is responsible for maintaining the safety and security of the Property and its operations, employees, inmates, etc., Owner may temporarily suspend access to the Property for filming by Producer, its employees, contractors, and/or agents, upon notice to Producer.

2. All physical embodiments of filming, recording and photography on or of the Property shall hereinafter be known as the "Materials." Owner acknowledges that Producer 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. Producer shall have the irrevocable right to exploit the Materials throughout the world, an unlimited number of times, in perpetuity in any and all media (now known or hereafter invented) in connection with the Program, or otherwise, including without limitation, for advertising and promotional purposes. Notwithstanding Producer's ownership of all rights in and to the Materials, for the avoidance of doubt, where applicable, Owner shall retain ownership of all Owner's trademarks and logos ("Owner's Marks") as may be incorporated in the Materials. Producer may use Owner's Marks either orally and/or visually in and in connection with the Materials, the Program and in connection with the distribution, exhibition, advertising and exploitation of the Program, by any means or media (now known or hereafter invented) in perpetuity, throughout the world. Neither Owner nor Owner's representatives shall use Producer's or any affiliated companies' names, logos, trademarks or other proprietary marks in any manner without Producer's prior written approval. The Materials may be edited, cut, rearranged, adapted, dubbed or otherwise revised or modified by Producer in its sole discretion, and Owner waives the exercise of any "moral rights" and "droit moral" and any analogous rights however denominated in any jurisdiction in the world. Producer will own any so called "rental and lending rights" or similar rights with regard to the Materials and the Program.

3. Producer may place all necessary facilities and equipment on the Property and agree to remove the same after completion of its use and leave the Property in as good of condition as when entered upon by Producer. Owner shall not unreasonably withhold its consent to Producer if Producer needs to make minor, temporary changes to the Property for purposes of photographing and recording the Materials, including without limitation, placing filming signage on the Property, provided that Producer restores the Property in accordance with the provisions of this subsection. Producer will use reasonable care to prevent damage to the Property 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 Producer use of the Property.

4. Neither Owner, nor any tenant, nor 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 the Materials, whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature. In the event of any claim by Owner against Producer, Owner shall not be entitled to seek any injunctive or equitable relief in connection with any breach or alleged breach of this Location Agreement, and Owner's only remedy in the event of a breach shall be to seek damages. Owner may not enjoin, restrain or interfere with the production, promotion, distribution, exhibition or exploitation of the Program.

5. 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. Owner further acknowledges that Producer is not obligated to actually use the Property or produce the Program or include the Materials in the Program for which it was shot or otherwise.

6. Producer acknowledges and agrees that it may not, prior, during or after filming, put Owner to any expense it would not otherwise ordinarily incur, and any filming in connection herewith shall be done at no cost to the Facility, therefore, Producer shall pay Owner an all-inclusive fee of \$1,000 (the "Fee") per day during which Producer is filming at or in the Facility, for purposes of reimbursing Owner for expenses in connection with the filming on the Property and daily operating expenses related thereto. Producer shall have no obligation to compensate any Personnel while such Personnel are carrying out their daily duties and responsibilities in the ordinary course of business.

7. Owner acknowledges that Producer is photographing and recording such scenes in express reliance upon the foregoing. Owner represents and warrants that (a) the undersigned has all rights and authority to enter into this Location Agreement and to grant the rights granted hereunder and that no other authorization is necessary to enable Producer to use the Property for the purpose herein contemplated, (b) Owner has taken all reasonable precautions within its ordinary course of business to maximize safe conditions of the Property, in advance of Producer's entry on the Property on the Filming Date (c) any associated or third party's trademarks, servicemarks, products, related names, logos and trade names that are located or visible on the Property and not fully owned by Owner, are cleared for use by Producer as incorporated in the Materials and that Producer's use of the Materials in the Program will not infringe any third party's rights in such marks; and (d) the Property is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances (including without limitation, those relating to health and safety).

8. All decisions whatsoever, whether of a creative, editorial, or business nature, regarding the Program and exploitation thereof, shall be made solely by Producer, except in instances in which the Owner determines that filming of a specific event or in a particular location would impair security in the correctional facility setting. After Producer has a near final version of each episode of the Program (each an "Episode") and is prepared to submit such near final version of each Episode to the network for airing, Producer shall arrange for the Owner or a designee to screen a copy of the footage recorded at the Property contained in the near final version. Due to very tight production schedules in connection with the Program and other exigencies of production, Owner agrees to notify Producer within forty-eight (48) hours of any content Owner finds objectionable on the basis that the public airing of such material would result in a significant security risk for the Property or would be factually inaccurate as to the operations of the Property. Producer shall use good faith efforts to edit such material to address the Property's concerns prior to the airing of the Episode, provided that Producer shall have sole editorial discretion to determine the editorial content of the Program and each Episode thereof including, but not limited to, tone, theme, featured events and storyline.

9. Owner agrees to maintain the secrecy of all confidential information and any information related to the Program (whether confidential or not), including, without limitation, the identity of any Program participants, Property's participation in the Program, the events contained in the Program, and any information about Producer and/or network that Owner may learn in connection with its participation in the Program. Owner shall not issue any public statements (including without limitation via e-mail, the Internet, and/or any social networking site such as Facebook or Twitter) about the Program, Owner's participation or potential participation therein, or any other aspect thereof without Producer's written permission. Owner understands and agrees that network will control issuance of all publicity, press releases and press conferences related to the Program. Notwithstanding the foregoing, Owner may acknowledge its participation in the Program in response to unsolicited media inquiries after the broadcast of an episode in which Owner participates and appears (i.e., Owner may say it participated in the Program). Owner shall have no right to use the trademarks, logos, or trade names of Producer or the network or any of their parents, subsidiaries, related or affiliated entities or the names or logos related to the Program for any purpose whatsoever. Owner agrees that disclosure by it in violation of the foregoing shall constitute and be treated as a material breach of this Agreement.

All provisions hereof concerning the Materials, the Program and the potential inclusion of the Property in the Program shall be kept strictly confidential by Owner and Owner's representatives. Neither Owner nor Owner's representatives shall issue any press releases or public statements about Producer, or the Program without Producer's prior written permission.

10. Owner hereby confirms that during the filming of the Program on the Property, Owner shall not participate in any other television or new media program or film, in which the Property is featured or is the focus of such program, or any program that is similar in nature to the Program. Notwithstanding the foregoing, Owner may appear in news programming (e.g., local news features) and Owner may advertise and promote the

Property on television and on the Internet. For clarity, Owner's publicity and confidentiality obligations set forth above shall continue to apply with respect to any Owner activities permitted by this paragraph.

11. OWNER HEREBY UNCONDITIONALLY AND IRREVOCABLY RELEASES AND FOREVER DISCHARGES EACH OF THE PRODUCER, NETWORK, ALL NETWORKS TELECASTING THE PROGRAM OR ENTITIES OTHERWISE EXHIBITING, DISTRIBUTING OR OTHERWISE EXPLOITING ANY OR ALL OF THE PROGRAM, AND SPONSORS OF THE PROGRAM, AND EACH OF THEIR RESPECTIVE PARENTS, SUBSIDIARY ENTITIES, AFFILIATED AND RELATED COMPANIES, SUCCESSORS AND ASSIGNS AND THE OTHER PARTICIPANTS IN THE PROGRAM, AND EACH OF THEIR RESPECTIVE HEIRS, NEXT OF KIN, SPOUSES, GUARDIANS, LEGAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL CLAIMS, LIENS, AGREEMENTS, CONTRACTS, ACTIONS, SUITS, COSTS, ATTORNEYS' FEES, DAMAGES, JUDGMENTS, ORDERS AND LIABILITIES OF WHATEVER KIND OR NATURE IN LAW, EQUITY OR OTHERWISE, WHETHER NOW KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, AND WHETHER OR NOT CONCEALED OR HIDDEN (COLLECTIVELY, THE "RELEASED CLAIMS") ARISING OUT OF OR IN CONNECTION WITH APPLICATION OR PREPARATION FOR, PARTICIPATION AND APPEARANCE IN THE PROGRAM OR ACTIVITIES ASSOCIATED WITH THE PROGRAM, WHETHER OCCURRING BEFORE, DURING OR AFTER FACILITY'S ACTUAL APPEARANCE IN THE PROGRAM, OR PRODUCER'S OR ANY OF THE OTHER RELEASED PARTIES' DEVELOPMENT, PRODUCTION, DISTRIBUTION, AND EXPLOITATION OF THE PROGRAM, OR PRODUCER'S EXERCISE OF ANY RIGHTS GRANTED BY FACILITY IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY CLAIMS FOR LIBEL, SLANDER, DEFAMATION, TRADE LIBEL, PRODUCT DISPARAGEMENT, TRADEMARK INFRINGEMENT, COPYRIGHT INFRINGEMENT, BREACH OF VERBAL, WRITTEN OR IMPLIED CONTRACT, FRAUD, UNFAIR COMPETITION, INVASION OF RIGHT OF PRIVACY, PUBLICITY OR PERSONALITY, TORTIOUS OR WRONGFUL INTERFERENCE WITH CONTRACT OR PROSPECTIVE ECONOMIC ADVANTAGE, OR ANY OTHER CLAIM OR CAUSE OF ACTION (WHETHER BASED ON THE COMMON LAW OR FEDERAL OR STATE STATUTE).

12. This is the entire agreement. This Location Agreement and the acknowledgements, representations, releases, permission and agreements made herein shall be irrevocable and binding upon Owner, and Owner's, successors, parents, licensees and representatives. Termination of this Location Agreement, for any reason, shall not affect Producer's rights in the Materials. This paragraph shall survive the termination or the expiration of this Location Agreement. Producer may assign its rights in the Materials and/or Program, in whole or in part, to any individual or entity, without restriction. Disputes regarding any alleged breach of the terms of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas applicable to contracts made and entirely performed therein. All actions, proceedings or litigation brought by any party hereto relating to such disputes regarding the alleged breach of the terms of this Agreement shall be instituted and prosecuted exclusively within the State or federal courts situated within Pulaski County in the State of Arkansas, and the parties hereby agree and submit to the jurisdiction and venue of such courts for such purposes.

ACCEPTED AND AGREED TO BY OWNER:

PRINT NAME: Eric S. Higgins
SIGNATURE: Eric S. Higgins
DATE: 8-19-22

ACCEPTED AND AGREED TO BY PRODUCER:

PRINT NAME: GREG HENRY
SIGNATURE: [Signature]
DATE: 8/19/22