

D and J Productions
6255 Sunset Blvd., # 1600
Los Angeles, CA 90028

LAW ENFORCEMENT LOCATION AGREEMENT

The City of Fort Myers on behalf of the Fort Myers Police Department ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this agreement (the "Property"). Owner hereby gives permission to D and J Productions and its employees, agents, contractors and suppliers ("Producer") to enter upon and use the Property located at _____, commencing on _____ and continuing through _____ (subject to change on account of weather conditions or change in production schedule) for the purpose of photographing, filming and recording (including, without limitation, sound recording) certain scenes for use in and in connection with the unscripted detective television series "Cold Justice" (the "Program") and for any additional uses as described below. The Property shall include, without limitation, the grounds at such address and all buildings and rooms and other structures located thereon (including, but not limited to, balconies and patios), together with access to and egress from the Property. Producer may use the Property until _____. Producer will have the right to use the Property for additional filming as may be necessary and payment will be prorated from the charges (if any) listed below.

Owner acknowledges and agrees that Owner will not be paid compensation for Producer's use of the Property under this agreement nor for Producer's exercise of the rights granted by Owner under this agreement. Owner further acknowledges and agrees that the consideration Owner will receive for Producer's use of the Property and/or Producer's exercise of its rights under this agreement is the opportunity for publicity that the Property and/or Owner will receive if Producer decides to include photographs, film, or recordings made on the Property in any of its productions.

Producer may place all necessary facilities and equipment on the Property and agrees to remove them after completion of work and leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, Producer will replace them. Producer may, if it elects, include any and all signs on the Property and any tradenames, trademarks, copyrights and logos of Owner on the Property (collectively, the "Owner's Marks") in the photographs, film and recordings. Owner represents and warrants that the Property is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances and is free of latent defects or illegal conditions of which Owner is or should be aware except those of which Owner has notified Producer.

Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Owner harmless from any claims and demands of any person or persons arising out of or based upon personal injuries or property damage resulting from the negligence or willful misconduct of Producer, its officers, employees, agents or representatives while Producer is engaged in the aforementioned use of the Property, except to the extent that Owner contributes to such injury or damage.

If Owner claims that Producer is responsible for any such damage or injury, or both, Owner must notify Producer in writing of any damage to the Property within five (5) business days of the date that Producer vacates the Property and Owner must notify Producer of any injury within ninety (90) days of the date that Producer vacates the Property, each writing shall include a detailed listing of all property damage and injuries for which Owner claims Producer is responsible. Owner shall cooperate fully with Producer in the investigation of such claims, and permit Producer's investigators to inspect the property claimed to be damaged.

Owner acknowledges and agrees that Producer has the right to photograph, film and record the Property, and to broadcast, exhibit and otherwise exploit the photographs, film and recordings of the Property and any and all furnishings, works of art and other objects located in or around the Property, as well as the Owner's Marks, in and in connection with the Program in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in

perpetuity. Without in any way limiting the foregoing, all rights of every kind in and to all photographs, film and recordings made on the Property (including, without limitation, all copyrights) shall be and remain vested in Producer, including, without limitation, the right to use and reuse all such photographs, film and recordings in and in connection with subsequent related productions, as well as in and in connection with advertisements, promotions, publicity, clips, and other materials, etc., in connection therewith. Neither Owner nor any tenant or any other party having an interest in the Property shall have any claim or action against Producer or any other party arising out of any use of the photographs, film and/or recordings. Owner's sole remedy for breach of this agreement by Producer shall be an action for money damages. In no event will Owner be entitled to injunctive or other equitable relief with respect to the use of any photographs, film and/or recordings made hereunder or the distribution and/or exhibition of the Program, and in no event will Owner be entitled to terminate this agreement. Producer has no obligation to include the Property in the Program or in any other production.

Owner represents and warrants that (a) Owner has the right to enter into this agreement and to grant Producer all rights provided by this agreement; (b) in the event that 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 Producer all rights provided hereunder; (c) the consent or permission of no other person or entity is necessary; and (d) Owner shall take no action, nor allow or authorize any third party to take any action which might interfere with Producer's authorized use of the Property. Owner shall indemnify, defend and hold Producer harmless for any breach of the representations and warranties. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in 768.28, Florida Statutes.

Owner shall keep in strictest confidence and shall not disclose to any participant or other third party at any time (i.e., prior to, during, or after the taping or exhibition of the Program) any information or materials concerning or relating to Producer or to Oxygen Media LLC and/or NBCUniversal (collectively, "Network"), the business of Producer or the Network, or any program produced by Producer and/or exhibited by the Network, including, without limitation, any information concerning or relating to the Program, that Owner reads, hears or otherwise acquires or learns in connection with or as a result of Owner's participation on the Program which is not otherwise available to the public through legal sources (collectively, "Confidential Information"). Owner acknowledges and agrees that the Confidential Information is confidential and the exclusive property of Producer and/or the Network. At no time will Owner ever, directly or indirectly, divulge in any manner, or use or permit others to use, any of the Confidential Information unless such Confidential Information has otherwise become available to the public through legal sources. Owner's obligations with respect to confidentiality as set forth in this paragraph shall continue in perpetuity or until terminated by the Network in writing, subject to any law or court ruling requiring release. In no event shall Owner have the right to terminate its confidentiality obligations under this agreement. The Owner is subject to Chapter 119 of the Florida Statutes and the obligations in this paragraph shall not apply to "Public Records" as defined under Florida Statute Section 119.011.

This agreement and all matters or issues collateral thereto shall be governed by the internal, substantive laws of the State of Florida without regard to the conflicts of laws provisions thereof.

Owner will defend, indemnify and hold harmless Producer, its licensees, successors and assigns, their respective parent, subsidiary and affiliated companies, and each of their respective officers, directors, agents, representatives and employees, from and against any and all third-party claims, actions, damages, liabilities, losses, costs and expenses (including, without limitation, attorneys' fees and court costs whether or not in connection with litigation) that in any way arise out of or result from Owner's negligence or willful misconduct or Owner's breach of this agreement. The parties acknowledge that Producer shall control the defense of any claim(s) brought against Producer, provided that Owner shall assume the defense if so requested by Producer. The termination of this agreement shall not affect the continuing indemnity obligation of Owner as set forth herein. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in 768.28, Florida Statutes.

Owner agrees that Producer may license, assign and otherwise transfer this agreement and all rights granted by Owner to Producer under this agreement to any person or entity. Oxygen Media LLC and NBCUniversal are express intended third-party beneficiaries of this Agreement, with full standing to enforce each, every, any and all of its provisions as if each was an express party thereto.

Producer shall have the right to cancel this agreement at any time prior to Producer's use of the Property. Upon Producer's cancellation of this agreement, neither Producer nor Owner shall have any obligations whatsoever under this agreement, and Owner shall immediately refund to Producer any and all sums previously paid by Producer pursuant to this agreement (if any). If any provisions of this agreement are held to be void or unenforceable, all other provisions of this agreement shall continue in full force and effect.

This is the entire agreement. No other authorization is necessary to enable Producer to use the Property for the purpose contemplated. Nothing in this agreement shall limit or restrict any rights otherwise enjoyed by Producer under law or agreement.

[Signature page to follow]

Law Enforcement Location Agreement

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the dates shown below to be effective the day and year first shown above.

CITY OF FORT MYERS, FLORIDA
a Municipal Corporation

ATTEST:

By: _____
Randall P. Henderson, Jr., Mayor Gwen Carlisle, MMC, City Clerk

Date: _____

By: _____
Saeed Kazemi, P.E., City Manager

Date: _____

APPROVED AS TO FORM:

Grant W. Alley, City Attorney

D AND J PRODUCTIONS

By: _____ Witness: _____
(Type name of signee here)

Title: _____ Name: _____

Date: _____ Witness: _____
Name: _____