

LOCATION AGREEMENT

This Agreement is made between RED HEN PRODUCTIONS, LLC, D/B/A Soul Proprietors ("Producer") and _____ ("Owner") as of _____ (date) in connection with a film competition and reality show currently entitled "Soul Proprietors" (the "Show").

1. PERMISSION

Owner hereby irrevocably grants to Producer (and its successors, assigns, licensees, employees, agents, independent contractors and suppliers, all of whom are included in the term "Producer" for purposes of entry upon and use of the Property) permission to enter upon, photograph, record and use the Property (either accurately, simulated, in combination with other sets and/or locations and/or otherwise) for the periods set forth in Paragraph 4 below, and to bring all necessary personnel, equipment and temporary sets onto the Property, for the purpose of making still and motion pictures and sound recordings of, on and/or about the property.

2. PROPERTY

Property means that certain real property located at and described as follows:

(including, without limitation, all interior and exterior areas of the Property, certain personal property (furniture and fixtures, as agreed upon by Producer and Owner) located in, on and/or about the Property, and Owner's name, address, logo, trademark, slogan, or any other identification, as depicted in, on, and/or about the Property).

3. SCOPE OF USE

The Producer is entitled to reasonable access to the Property on the below dates, provided that the Owner shall not be prevented from reasonable access to and use of the balance of the building. The Owner shall use reasonable efforts to refrain from using the Property in a manner which materially and adversely affects the Producer's use of the Property in accordance with the terms hereof.

4. DATES

The Property shall be available for use by Producer commencing approximately _____ and continuing until approximately _____ inclusive. If Producer requires use of the Property prior or subsequent to the foregoing dates, then Producer may so use the Property on mutually agreeable dates and times.

5. FEES

No fees shall be payable for use of the Property. Owner acknowledges and agrees that it will benefit from publicity from the Show, if and when it is televised.

6. FACILITIES

Producer agrees to remove all equipment after completion of its use of the Property and to leave the Property in as good condition as when entered upon by the Producer, reasonable wear and tear excepted. Producer will use reasonable care to prevent damage to

Property and will indemnify owner from any damages and/or losses arising out of personal injuries or property damage resulting from any act of negligence by Producer in connection with use of Property by Producer. Producer agrees to maintain liability and property damage insurance covering the use of the Property by Producer in customary and adequate levels.

7. RIGHTS

All rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made hereunder in connection with use of the Property by Producer shall be and remain the sole and exclusive property of Producer, including, without limitation, the perpetual and irrevocable right and license to use and re-use said photography and/or said sound recordings in connection with any motion pictures, television productions (including, without limitation, the Show or any other movies-for-television, television mini-series and television series, whether produced for exhibition on network television, free over-the-air syndicated television, pay cable, basic cable, pay-per-view, DBS, internet or otherwise) or any other production (including, without limitation, home video productions) as Producer shall elect in any and all media whether now known or hereafter devised, and in connection with advertising, publicizing, exhibiting and exploiting such motion pictures, television productions or other productions in any manner whatsoever and at any time in any part of the universe. Neither Owner nor any other party now or hereafter claiming an interest in the Property and/or interest through Owner shall have any right of action against Producer or any other party arising from or based upon any use or exploitation of said photography and/or said sound recordings, whether or not such use is or is claimed to be defamatory, untrue or censorable in nature.

8. USAGE

Producer is not obligated actually to use the Property or to include any of said photography and/or said sound recordings in any motion picture. Owner may not terminate or rescind the permission granted to Producer hereunder to use and photograph the Property. In the event of any claim by Owner against Producer, whether or not material, Owner shall be limited to Owner's remedy at law for damages, if any, and Owner may not enjoin, restrain or interfere with use of the Property as provided in this Agreement or the production, distribution, exhibition or exploitation of any motion pictures, television productions (including, without limitation, movies-for-television, television mini-series and television series, whether produced for exhibition on network television, free over-the-air syndicated television, pay cable, basic cable, pay-per-view, DBS, internet or otherwise) or any other production (including, without limitation, home video productions) or the exploitation of any of Producer's rights hereunder.

9. OWNER'S WARRANTIES

Owner represents, warrants and agrees that:

(a) Owner is the sole and exclusive legal tenant of the Property and has the full right, power and authority to grant Producer the rights granted to Producer hereunder without having to obtain consents from any other person;

(b) Owner will take no action nor allow or permit or authorize any third party to take any action which might interfere with Producer's full use and quiet enjoyment of the Property in accordance with the terms hereof; and

(c) Owner will pay all taxes and timely do all other acts as are required to maintain the Property in useable condition for all uses by Producer contemplated hereunder.

Owner agrees to indemnify and hold Producer harmless from and against any and all claims, demands, liabilities and expenses (including, without limitation, reasonable attorneys fees and costs) arising from or in connection with any breach of any of Owner's representations, warranties or agreements set forth herein. Owner hereby agrees to co-operate with Producer in connection with limiting the access of persons not connected with the film to the Property on those dates specified in Paragraph 4 above.

10. PROMOTION

Owner affirms that no one acting for Owner gave or agreed to give anything of value to Producer, to any member of the production staff, to anyone associated with the Picture or the network broadcasting the Picture or to anyone else for mentioning Owner's name or the name of the Property in the Picture.

11. MISCELLANEOUS

This agreement is the entire agreement of the parties with respect to the subject matter hereof and cannot be modified or cancelled except by written instrument signed by both parties. This agreement shall be interpreted in accordance with the laws of the State of Georgia. Owner acknowledges that it has not entered into this Agreement in reliance upon any representation (written or oral, express or implied) of Producer not contained herein. Owner agrees that Producer may assign this Agreement and its rights hereunder to any third party. This Agreement shall inure to the benefit of and be binding upon the parties respective successors, licensees and assigns. Paragraph headings are for convenience only and are of no legal force or effect whatsoever.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

OWNER:

By: _____

Name: _____

Its: _____

PRODUCER:

RED HEN PRODUCTIONS, LLC

By: _____

Name: Deborah Brannigan

Its: President