

**JUPITER ENTERTAINMENT, LLC
and
DISCOVERY COMMUNICATIONS, LLC**

LOCATION CONTRACT

DeKalb County, Georgia ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this contract (the "Property"). Owner hereby gives permission to JUPITER ENTERTAINMENT, LLC and DISCOVERY COMMUNICATIONS, LLC and its employees, agents, contractors, representatives and suppliers ("Producers") to enter upon and use the Property located at: DeKalb County Police Department, 1960 West Exchange Place, Tucker, GA 30084 on date(s) to be agreed to by the parties, (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 television program currently entitled "In Pursuit with John Walsh" (the "Program") and for any additional uses as described below. Producers may use the Property until all scenes requiring the Property have been completed. Producers 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 Producers' use of the Property under this contract nor for Producers' exercise of the rights granted by Owner under this contract. Owner further acknowledges and agrees that the consideration Owner will receive for Producers' use of the Property and/or Producers' exercise of its rights under this contract is the opportunity for publicity that the Property and/or Owner will receive if Producers decides to include photographs, film, or recordings made on the Property in any of its productions.

Producers 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, Producers will replace them. Producers may, if it elects, include any and all signs on the Property and any trade names, trademarks, copyrights and logos of Owner or visible 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 Producers.

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

If Owner claims that Producers is responsible for any such damage, Owner must notify Producers in writing within five (5) business days of the date that Producers vacates the Property, which writing shall include a detailed listing of all property damage for which Owner claims

Producers is responsible. Owner shall cooperate fully with Producers in the investigation of such claims, and permit Producers' investigators to inspect the property claimed to be damaged.

Owner acknowledges and agrees that Producers has the right, but not the obligation 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 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 Producers, including, without limitation, the right to use and reuse all such photographs, film and recordings in and in connection with subsequent related and unrelated productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips, and other materials, etc. Neither Owner nor any tenant or any other party having an interest in the Property shall have any claim or action against Producers or any other party arising out of any use of the photographs, film and/or recordings. Owner's sole remedy for breach of this contract by Producers shall be an action for money damages. In no event will Owner be entitled to injunctive or other equitable relief, and in no event will Owner be entitled to terminate this contract.

Owner represents and warrants that Owner has the right to enter into this contract and to grant Producers all rights provided by this contract. 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 contract and to grant Producers all rights provided hereunder. Owner agrees not to make any commercial or any other use of the fact that the Property appeared or may appear in the Program or in any of Producers' productions.

If any controversy or claim arising out of or relating to this contract, or the breach of any term hereof, cannot be settled through direct discussions, the parties agree to endeavor to first settle the controversy or claim by confidential mediation in the County of DeKalb. If a dispute is not otherwise resolved through direct discussions or confidential mediation, the controversy or claim, including the scope or applicability of this agreement to arbitrate, shall be resolved by final and binding confidential arbitration conducted in the County of DeKalb.

Upon the conclusion of any arbitration proceedings, the arbitrator shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision reached and shall deliver such documents to each party to the dispute. The arbitrator shall not have the authority to grant any remedies the parties to any dispute have waived herein. Owner and Producers agree to submit to the *in personam* jurisdiction of the Superior Court of the State of Georgia for the County of DeKalb and the United States District Court for the Central District of Georgia for purposes of confirming any such award and entering judgment thereon. The Owner and Producers each waive any and all objections that they may have as to jurisdiction or venue in any of the above courts.

Owner agrees that Producers may license, assign and otherwise transfer this contract and all rights granted by Owner to Producers under this contract to any person or entity, specifically excluding the right to enter upon and use the Property, which shall not be licensed, assigned, or transferred by Producers.

Producers shall have the right to cancel this contract at any time prior to Producers' use of the Property. Upon Producers' cancellation of this contract, neither Producers nor Owner shall have any obligations whatsoever under this contract, and Owner shall immediately refund to Producers any and all sums previously paid by Producers (if any) pursuant to this contract.

This is the entire contract. This contract may not be amended except by a writing executed by authorized representatives of both parties. If any provisions of this contract are held to be void or unenforceable, all other provisions of this contract shall continue in full force and effect. No other authorization is necessary to enable Producers to use the Property for the purpose contemplated. Nothing in this contract shall limit or restrict any rights otherwise enjoyed by Producers under law or contract.

(SIGNATURES ON NEXT PAGE)

JUPITER ENTERTAINMENT, LLC

DEKALB COUNTY, GEORGIA

By: _____

Print name: _____

Title: _____

Date: _____

MICHAEL L. THURMOND
CHIEF EXECUTIVE OFFICER

ATTEST:

BARBARA SANDERS-NORWOOD
CLERK TO CHIEF EXECUTIVE OFFICER AND
BOARD OF COMMISSIONERS

APPROVED AS TO FORM:

COUNTY ATTORNEY
DEKALB COUNTY LAW DEPARTMENT

