

**LOCATION AGREEMENT**

Paramount Pictures Corporation  
5555 Melrose Avenue, Hollywood, CA 90038

Name of Production (the "Picture"): **"THE MANCHURIAN CANDIDATE"**

Address of Property  
(the "Premises"): Nassau County Courthouse  
412 Centre Street  
Fernandina Beach, FL 32034

Telephone Number: (904) 321-5700

This Location Agreement is dated as of January 22, 2004 and entered into by Paramount Pictures Corporation, its successors, assigns and licensees (collectively "Lessee") and Nassau County ("Lessor") in connection with the Premises. The terms and conditions follow:

1. Lessor, as owner of the Premises described herein (or as authorized representative of such owner), hereby grants to Lessee the right to enter and to photograph, reproduce, replicate and use (either accurately or with such liberties as Lessee may deem appropriate) the real and personal property, both exterior and interior of the Premises (including the name, trademark, signs, and identifying features thereof) and to bring personnel and equipment on the premises and remove same.

2. Lessee may have possession of the Premises on or about Tuesday, January 27, 2004, and may continue in possession thereof until the completion of Lessee's proposed scenes and work, estimated to require about one (1) days of occupancy over a period of about one (1) days, ending on or about Tuesday, January 27, 2004 (the "Term"). Notwithstanding the foregoing, if Lessee is unable to work on the Premises during any day during the Term because of an event of force majeure, including but not limited to illness of actors, producers, director, or other essential artists and crew, or **weather** conditions or any other occurrence beyond Lessee's control, Lessee shall have the right to use the Premises (without additional charge) for as many days as were missed commencing at a date to be mutually agreed upon.

3. In the event Lessee desires to photograph retakes or other scenes or in the event of damaged or imperfect film or equipment, Lessee may re-enter and use the Premises for such period as may be reasonably necessary therefor, commencing at any mutually agreed upon time within eighteen (18) months after the end of the Term, and in such event the rental rate specified herein (pro rata if applicable) shall apply.

4. Provided the premises are actually used for photography, in full consideration for all of Lessor's obligations under this Agreement and all rights being granted to Lessee, Lessee agrees to pay to Lessor the sum of \$ 500.00 ("Basic Payment") for the Term. Any extension of the Term by Lessee shall be paid at the rates set forth above. The Basic Payment shall be paid as follows: All payments shall be made on a day by day basis, for each day of use, and at the rates set forth above, and any outstanding balance shall be paid upon the signing by Lessor of a location release after completion of Lessee's occupancy of the Premises.

At any time up to the date that the Premises are actually used for photography, Lessee may elect not to use the Premises by giving Lessor notice of such election, in which case neither party shall have any obligation whatsoever.

5. Lessee agrees to hold Lessor free from any third party claims for damage or injury arising during Lessee's occupancy of the Premises and caused by Lessee's negligence. Lessor agrees to hold Lessee free from any third party claims for damage or injury arising during Lessee's occupancy of the Premises and caused by Lessor's negligence. Lessee agrees to leave the Premises in as good order and condition as when received by Lessee, reasonable wear, tear, force majeure, and permitted use excepted, and Lessee shall have the right to remove all of its sets, structure, and other material and equipment from the Premises.

6. Lessee and Lessor agree to jointly inspect the Premises prior to and following Lessee's use, specifying in writing all existing damage, if any. Lessor agrees to submit in writing within (five) 5 days of vacating the Premises a detailed list of all property damage for which Lessor claims Lessee is responsible and shall permit Lessee's representatives to inspect such damage.

7. Lessee shall not be obligated to make any actual use of photography, recordings, depictions, or other references to the Premises in any motion picture or otherwise.

8. Lessor represents that Lessor is the owner and/or authorized representative of the Premises and that Lessor has the authority to grant Lessee the permission and rights herein granted, and that no one else's permission is required. In the event that any question arises regarding Lessor's authority to grant the permission and rights herein granted, Lessor agrees to indemnify Lessee and hold Lessee harmless from all claims made against Lessee as a result of Lessor's breach of the representation of authority contained in this paragraph, including attorney's fees.

9. All rights of every kind in every media (whether now known or unknown) in and to all photography and sound recordings made by Lessee hereunder shall be solely owned in perpetuity by Lessee, and neither Lessor nor any tenant or other party now or hereafter having an interest in the Premises shall have any right of action, including without limitation any right to injunctive relief, against Lessee and/or any other party arising out of any use or non-use of said photography or sound recordings. Lessor agrees that Lessor will not assert or maintain against Lessee any claim of any kind or nature whatsoever, including but not limited to those based upon invasion of privacy or other civil rights, defamation, copyright infringement, libel, or slander, in connection with the exercise of the permission or rights herein granted.

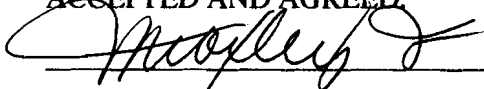
10. This Agreement includes the right to use the photography and sound recordings (or any part thereof) made by Lessee hereunder in connection with the Picture and to re-use them in connection with other motion picture, television, or other productions as Lessee may elect, and in connection with the exhibition, advertising, and exploitation thereof in any media, now known or unknown, and/or in any manner whatever at any time in any part of the world in perpetuity.

11. Lessor's sole remedy for Lessee's default hereunder shall be limited to the recovery of monetary damages only, not exceeding the compensation and/or repair amounts set forth in this Agreement, and in no event shall any of the rights acquired or to be acquired by Lessee hereunder be affected or impaired. For the avoidance of doubt, in no event shall Lessor have the right to enjoin the development, production, distribution, or exploitation of the Picture.

12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York applicable to agreements of this nature and Lessor hereby consents to the jurisdiction of said State.

13. This Agreement is entered into as of the date indicated below, represents the entire agreement between the parties, and may be amended only in writing signed by the parties.

ACCEPTED AND AGREED:



Signature of Owner and/or  
Authorized Agent ("Lessor")

J. M. Oxley Jr.

Print Name  
CLERK of Circuit Court

1/21/04

Date 59-186-3042

Tax I.D.#/SS#

PARAMOUNT PICTURES  
CORPORATION  
("Lessee")

By: 

Its: LOCATION MANAGER



January 22, 2004

Mr. Chip Oxley  
Clerk of Courts  
Nassau County Florida  
416 Centre Street  
Fernandina Beach, FL 32034

Via Facsimile: (904) 277-7305

Dear Mr. Oxley,

The following information is an outline of our requests and requirements for our proposed filming activities, currently scheduled to take place on Tuesday, January 27<sup>th</sup>, 2004:

- Location:** Nassau County Courthouse  
416 Centre Street  
Fernandina Beach, FL 32034
- Times:** Approx. 4-6 hours between the hours of 6:00am and 8:00pm
- Police Assistance:** Four (4) Off-Duty City of Fernandina Beach Police.
- Scene Description:** "Ext. Opposing Campaign Stops - Courthouse" Political Campaign Montage
- Traffic Control:**
- We will need to be able stop vehicular and pedestrian traffic on the street, in front of the Courthouse on Centre Street, intermittently for picture and sound for periods of three to five minutes at a time.
  - We will also need to control pedestrian traffic going in and out of the Courthouse during our shoot...Can we arrange to direct people to an alternate entrance?
- Equipment Parking:** We would like to park our equipment trucks on both sides of 5<sup>th</sup> Street from Centre Street to Ash Street, and possibly in a portion of the Courthouse Parking Lot as well.
- Miscellaneous:**
- We will need to clear the parking spaces directly in front of the Courthouse on Centre Street and adjacent to the Courthouse on 5<sup>th</sup> Street, for picture.
  - We will coordinate with the City of Fernandina Beach to have the two (2) handicap parking signs in front of the Courthouse temporarily removed for picture.
  - We would like permission to cover the two (2) signs in the exterior entry of the Courthouse temporarily for picture.
  - We would like permission to temporarily remove the A-frame sign on the Courthouse steps for picture.
  - We would like to be able to utilize a room in the Courthouse to "hold" and change our extras.

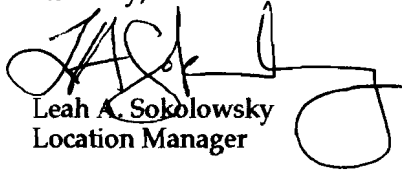
- In addition, could we arrange to have access to your restroom facilities for our cast and crew?
- We will contact any and all affected business owners/neighbors prior to our scheduled shoot to make them aware of our proposed filming activities.

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Please let me know if you have any questions or concerns regarding the information I have outlined above. You may reach me at (305) 798-7041 or (904) 277-1022.

I greatly appreciate your time and assistance with this matter. I look forward to working with you, and would like to thank you for your support of our movie and the Film Industry here in Florida.

Sincerely,



Leah A. Sokolowsky  
Location Manager