

NZK Productions Inc.
3601 W. Olive Ave., Suite 700
Burbank, CA 91505
PH: (818) 972-0292 / FAX: (818) 977-0522

Dated: 3/29/2018

Trade-out Provider: Virginia Tourism Authority, dba Virginia Tourism Corporation ("Company")
Address: 901 E. Cary Street, Suite 900, Richmond Virginia 23219
Contact Name: Mitchell A. Rosenfeld
Telephone No.: 804.545.5522
E-mail: mrosenfeld@virginia.org

RE: "THE BACHELORETTE" SEASON 14/ TRADE-OUT AGREEMENT /
VIRGINIA TOURISM AUTHORITY

This agreement (the "Agreement") between NZK Productions Inc. (hereinafter "Producer") and Virginia Tourism Authority, dba Virginia Tourism Corporation (hereinafter "Company," "you," or "your") concerning the use of certain merchandise and/or services as specified in Section 1 below and the attached Exhibit "A", ("Trade-out Item(s)"), in connection with the above-referenced television program known as "The Bachelorette" and any related program or version thereof (hereinafter the "Series"). For the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Trade-Out Item(s) Provided to Producer.** Company will provide to Producer the Trade-out Item(s) specified in Exhibit A attached hereto.
2. **Trade-Out Item(s) Provided to Company.** In consideration for the Trade-out Item(s) provided in Exhibit A attached hereto, Producer shall film the applicable Series episode of "The Bachelorette" in Virginia, ensure that the Series episode of "The Bachelorette" filmed in Virginia is aired during Season 14, and Company shall receive the following:

Exposures:

- a) One (1) in-show signage shot of the LOVE sign in the applicable Series episode during which the Trade-out Item(s) are featured;
- b) One (1) verbal mention of "Virginia is for Lovers" within the applicable Series episode during which the Trade-out Item(s) is/are featured;
- c) One (1) end credit substantially in the form of "Promotional consideration provided by Virginia is for Lovers" within the applicable Series episode during which the Trade-out Item(s) are featured;
- d) A live link on the "As Featured on" section of the official network website, which will state "Virginia is for Lovers, www.virginia.org";
- e) Permission to issue one (1) press release, no earlier than one (1) week prior to the initial broadcast of the episode in which Virginia is featured in the Series, to publicize that Company provided the Trade-out Item(s) for the Series, provided that (i) the press release

- shall be used for publicity purposes only, including but not limited to internal press kit materials for Company; (ii) Company shall not issue any such press release after ninety (90) days; (iii) such publicity shall not contain the likeness of any participant in the Series; and (iv) such publicity shall be submitted in advance to Producer for approval, which approval shall not unreasonably be delayed or withheld;
- f) Copies of b-roll footage shot by Producer, excluding footage that includes cast members, after the episode airs for internal purposes only;
 - g) A Travel Guide Video, approximately three (3) to six (6) minutes in length, containing highlights from the Series' episode in which the Trade-out Items are featured, including clips featuring the cast ("Video"), which Company may use solely on its website for a period of up to one (1) year following the initial televised broadcast of the Series episode containing the Trade-out Items. Company agrees and acknowledges that it is not entitled to make any alterations to the Video. If the Company would like to extend its use of the Video beyond the foregoing time frame, Producer agrees to have a good faith discussion about the possibility of extending same following Company's written request;
 - h) A copy of the episode, after it airs, for internal purposes only;
 - i) Permission to use social media to help promote the Series (1) no earlier than one (1) week prior to the initial broadcast of the episode in which the Trade-out (s) is/are featured in the Series, to publicize that Company provided the Trade-out Item(s) for the Series, provided that (i) the use of social media shall be used for publicity purposes only, including but not limited to internal press kit materials for Company; (ii) Company shall use social media to help promote the Series for a period of no more than ninety (90) days; (iii) such social media shall not contain the likeness of any participant in the Series; and (iv) such publicity shall be submitted in advance to Producer for approval, which approval shall not unreasonably be delayed or withheld; and
 - j) Permission to do a Bachelorette inspired or romance inspired itinerary ("Itinerary") to promote on Company's website after the initial broadcast of the episode in which the Trade-out Item(s) are featured, provided that:
 - 1. the use of the Series name is used solely to promote the Itinerary;
 - 2. the Itinerary is promoted online only and only on the Company website;
 - 3. neither the names and photos of the Series participants nor the Series logo may be used unless separate permission is obtained;
 - 4. Company will not launch the Itinerary until the broadcast date of the Series episode during which the Trade-Out Items are featured and will cease promoting the Itinerary 90 days thereafter; and
 - 5. the Itinerary, as it is to appear online, shall be submitted to Producer for approval, which shall not be unreasonably withheld.

All aspects of screen credit(s) shall be at Producer's discretion. Producer cannot guarantee that the Series episode taped and delivered containing the credit(s) will air (e.g., some episodes may be preempted or cancelled by broadcasters for newsworthy events, technical difficulties, force majeure occurrences; etc.). All of the foregoing shall be contingent on a national television broadcast of an episode in which the Trade-out Item(s) appear.

3. **Publicity.** Producer will exclusively control all publicity related to this Agreement, the Series, and the Trade-out Item(s) inclusion within the Series. Accordingly, Company agrees not to issue or authorize any publicity with respect to this Agreement, the Series, and/or the Trade-out Item(s) inclusion within the Series, or reach out to any Series cast members without the prior written approval of a duly authorized officer of Producer (which may be granted or withheld in Producer's sole discretion) except as otherwise expressly provided in this Agreement.

4. **Confidentiality.** Except as required by law or the valid order of a court of competent jurisdiction, Company shall keep in strictest confidence and shall not disclose to any third party at any time (i.e., prior to, during, or after the taping or exhibition of any episode of the Series) any information or materials of any kind, including without limitation, any information or materials concerning or relating to Producer or any other person or entity involved in any manner with the Series or concerning or relating to the Series that Company reads, hears or otherwise acquires or learns in connection with this Agreement or otherwise (collectively, the "Information and Materials"). Company acknowledges and agrees that the Information and Materials are confidential and the exclusive property of Producer, its licensees, successors and assigns. During and after the time that this Agreement continues in effect, Company will not directly divulge in any manner, or use, or knowingly permit others to use, any of the Information or Materials. The termination of this Agreement shall not affect the continuing confidentiality obligations of Company as set forth herein except as required by law or the valid order of a court of competent jurisdiction.

5. **Representations and Warranties.** Each party represents and warrants to the other that it in fact has the unfettered right to enter into this Agreement, that the person signing on behalf of the organization has actual authority to bind and commit said party to this Agreement, and that the rights granted herein will not violate the rights or interest of any third party(ies).

6. **Trademarks.** Company grants to Producer a nonexclusive, limited use, worldwide, royalty free license to use and display the Company name, logos, supplied still photos or video footage, copyrights and/or trademarks (collectively, the "Company Marks") only in connection with the Trade-out Item(s) and the Series in all forms of media. Notwithstanding the foregoing, Producer acknowledges that Company owns all rights in and to the Company Marks, and agrees that it will not in any way dispute or do anything to impair the validity of Company's rights in the Company Marks or Company's sole ownership and right to use and control the use of its Company Marks.

7. **Federal Law.** Other than the specific consideration expressly addressed in this Agreement, Company represents and warrants that it has not paid or accepted, and shall not pay or accept, any money, services or other valuable consideration for the inclusion of any plug, reference or product identification or any other matter in connection with this Agreement or the Series. All parties understand that the furnishing of any monies, other than as outlined in this Agreement, to anyone associated with Producer for the broadcast of any matter in the Series without disclosing the same to an officer of the Producer prior to broadcast may constitute a violation of federal law.

8. **Assignment.** Producer may assign all or part of this Agreement so long as such assignment is to a related party or entity. Company may not assign duties or obligations created under this Agreement.

9. **No Obligation.**

- a) Nothing herein shall obligate Producer to produce, distribute or exhibit the Series in which the applicable Trade-out Item(s) are to be featured, in whole or in part. In the event that (i) Producer fails to film the Series episode in Virginia or (ii) the applicable network fails to air, for any reason whatsoever, the Series episode filmed in Virginia, the Producer agrees to refund Company all amounts previously paid of the sum of Five Hundred and Thirty-Six Thousand One Hundred and Thirty Dollars and Thirty-Eight Cents (\$536,130.38) (the "Total Aggregate Value") as set forth in Exhibit A attached hereto. For the avoidance of doubt, in such event Company shall not owe any additional amounts that may be due as set forth in Exhibit A attached hereto. Payment shall be made by Producer to Company within (a) thirty

(30) days following the Producer's decision to not film the Series' episode in Virginia or (b) ninety (90) days following the network's refusal to air the episode. In no event will Company be entitled to injunctive relief or any consequential damages.

- b) The value of any Exposure not provided by Producer shall be determined by good faith negotiation of the parties, it being understood and agreed that not all such Exposures are of equal value. Company agrees that the total aggregate value of all Exposures, and Producer's liability for the cost thereof, shall not exceed the Total Aggregate Value. Producer shall make payment to Company of the amount(s) determined pursuant to good faith negotiation, not to exceed the Total Aggregate Value, within thirty (30) days following the conclusion of good faith negotiations.

10. **Non-Performance or Other Breach.**

- a) Without waiving any rights to damages or other relief that Producer may have, if Company at any time (i) materially breaches any provision of this Agreement, or (ii) at any time is unable, fails, neglects or refuses to perform fully any one or more of Company's obligations under this Agreement (including, without limitation, Company's obligation to deliver the Trade-out Item(s) as provided for in Exhibit A attached hereto), and Company has failed to cure such breach or non-performance within a reasonable period of time following receipt of Producer's written notice to Company thereof, then Producer shall not be required to comply with its obligations in Paragraph 2 of this Agreement with respect to such non-performance or incapacity.
- b) Without waiving any rights to damages or other relief that Company may have, if Producer at any time (i) materially breaches any provision of this Agreement, or (ii) at any time is unable, fails, neglects or refuses to perform fully any one or more of Producer's obligations under this Agreement after Company has provided Producer with written notice and a reasonable opportunity to cure such breach or non-performance, Producer's liability to Company will be as set forth in Paragraph 9 above. In no event will Company be entitled to injunctive relief or consequential damages as a result of Producer's breach.

11. **Force Majeure.** If, as a result of an act of God, force majeure, war, blackout, riot, epidemic, fire, earthquake, casualty, lock-out, labor dispute, strike or threat thereof, order or decree of any governmental agency or tribunal, or any other similar or dissimilar contingency, either party is not able to perform its obligations under this Agreement, the other party shall have the right to suspend its performance hereunder, and further, if such party so elects, to extend the period of time during which it may perform its obligations. However, if the applicable Series episode is not filmed in Virginia, or if the episode does not air, due to an event of force majeure, Producer shall refund to Company all amounts previously paid of the Total Aggregate Value (i.e., \$536,130.38) as set forth in Exhibit A attached hereto and Company shall not owe any additional amounts that may be due as set forth in Exhibit A attached hereto.

12. **Applicable Laws and Courts.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Courts of the Commonwealth of Virginia. The Producer shall comply with all applicable federal, state, and local laws, rules, and regulations.

13. **Miscellaneous Provisions.** The following general provisions shall apply to this Agreement:

- a) The waiver by either party of a specific breach of, or default under this Agreement by the

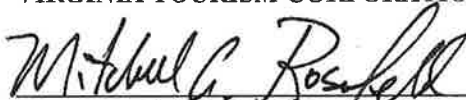
other party shall not be deemed a waiver of any subsequent breach or default.

- b) If any provision or section of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected and those provisions shall remain in full force and effect.
- c) No modification of this Agreement or any part hereof shall be effective unless in writing and duly executed by both parties. This Agreement shall constitute the entire understanding of the parties. No covenants, agreements, representations (whether oral or otherwise) or warranties of any kind whatsoever have been relied upon by any party hereto, except as specifically set forth in this Agreement. All prior discussions and negotiations have been and are merged and integrated into this Agreement and are fully superseded hereby.
- d) The Producer agrees to use reasonable efforts to provide the Company with a completed confidential production expenditure report (attached hereto); provided, however, Producer's failure to complete such form shall not be a breach of this Agreement.
- e) This Agreement may be executed in counterparts, each of which (when executed and delivered) shall constitute an original instrument, and all of which together shall constitute one and the same instrument. A facsimile signature shall be deemed an original signature for this Agreement.

Please indicate your acceptance of the terms of this Agreement, as well as those set forth in the attached exhibit by signing below where indicated. In the event the terms and provisions of this Agreement conflict or contradict with an exhibit attached hereto or any other contract entered into by the parties, then the terms and provisions of this Agreement shall prevail and apply.

AGREED TO AND ACCEPTED BY:

**VIRGINIA TOURISM AUTHORITY, DBA
VIRGINIA TOURISM CORPORATION**


Signature of Authorized Representative

Print Name: Mitchell A. Rosentfeld

Title: VP of Operations + Finance

Date: 3/29/2018

NZK PRODUCTIONS INC.


Signature of Authorized Representative

Print Name: Marianne Magnusson

Title: Production Counsel

Date: 3/29/18

EXHIBIT "A"

to Trade-out Agreement between NZK Productions Inc. ("NZK", "Producer") and Virginia Tourism Authority dba Virginia Tourism Corporation ("Company") dated March 29, 2018.

1. The Trade-out Item(s) consist of:

<i>Item Description</i>	<i>Number of Item(s) Provided</i>	<i>Retail Value: \$550,000</i>
-------------------------	-----------------------------------	--------------------------------

Prior to execution of this Agreement, Company provided Producer with hotel and ground transportation costs for five (5) people for scout trip to Virginia from February 17-21, 2018.

Company will provide Producer with a financial contribution in the total sum of Five Hundred and Thirty-Six Thousand One Hundred and Thirty Dollars and Thirty-Eight Cents (\$536,130.38) ("Payment"). This total Payment includes a Three Hundred Thousand Dollar (\$300,000) payment to sponsor costs of the Series episode in which Virginia is featured, and a total of Two Hundred and Thirty-Six Thousand One Hundred and Thirty Dollars and Thirty-Eight Cents (\$236,130.38) which shall be used to help defray the costs of rooms, meals, production space, internet and parking at the Graduate and Quirk hotels (please see attached grids for more detail).

Payment is due according to the following schedule: 1) fifty percent (50%) upon execution of this Agreement and within thirty (30) days after Company's receipt of Producer's invoice therefor; and 2) the remaining fifty percent (50%) following completion of filming for the Series and within thirty (30) days after Company's receipt of Producer's invoice therefor. The following shall be deemed the date of payment: the date of postmark in all cases where payment is made by mail.

2. Scheduled tape date of applicable Series episode: April 6-10, 2018.
3. Anticipated initial airdate of applicable Series episode: July 2, 2018.
4. Applicable Series episode number: 1406

Company Initials MAZ NZK Initials [Signature]