



INTERWOVEN

S T U D I O S

**TO CONFIRM YOUR STUDIO BOOKING,
PLEASE SIGN AND E-MAIL THIS FORM BACK TO YOUR INTERWOVEN CONTACT**

This Sub-License Agreement ("Agreement") is made and entered into as of [____], 20[___], by and between Interwoven Studios, LLC, a California limited liability company (herein called "Licensor") and [____] ("Sub-Licensee").

WHEREAS, Licensor is the licensee under a certain License Agreement dated April 03, 2025 (the "Original License") between Licensor and Television City Studios, LLC ("Owner"), for the premises located at located at 7800 Beverly Boulevard, Los Angeles, CA 90036 (the "Property") commonly known as Stage 58, Stage 59 and the Digital Stage Space depicted on Exhibit A attached the Original License (the "Original License Space");

WHEREAS, Licensor desires to grant a sub-license a portion or the entirety of the Original License Space to Sub-Licensee, and Sub-Licensee desires to accept the grant of such sub-license from Licensor, on the terms and conditions set forth herein; and

WHEREAS, Licensor has obtained the necessary consent of the Owner, or confirms that no such consent is required under the Original License Agreement, to enter into this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Basic Provisions and Definitions.

1.1 Space: That certain portion of the Original License Space commonly known as Interwoven West Hollywood (Stages 58, 59 or Digital Space at TVC) depicted on Exhibit A attached hereto (the "Space").

1.2 Term: Commencing and concluding on dates specified at bottom of Agreement. (the "Term").

1.3 Permitted Use. For the purposes of conducting production and photography related activities, including but not limited to, filming, photoshoots, and dressing room use, and no other use.

1.4 Fee. Sub-Licensee shall pay fees for its use of the Space in accordance with the Fee Schedule shared in the Estimate File provided by Interwoven Studios (collectively, the "Fee"). Sub-Licensee shall make all payments to Licensors either by wire transfer or automated clearing house payment to such account or accounts as Licensors may designate from time to time.

Section 2. License.

2.1 Grant. Licensors hereby grants to Sub-Licensee the use of the Space for the Term, solely for the Permitted Use (as defined in Section 1.3) and solely on the terms and conditions herein provided. Sub-Licensee shall confine its use to the Space and such portion of the Property solely as necessary to gain access to the Space. Neither the Sub-Licensee, nor their respective agents, officers, employees, representatives, consultants, vendors, contractors, subcontractors, guests or invitees (collectively, "Sub-Licensee Parties") shall use the remainder of the Property for any other purpose whatsoever.

2.2 Condition and Acceptance. SUB-LICENSEE HAS INSPECTED AND SHALL ACCEPT THE SPACE ON THE COMMENCEMENT DATE IN ITS THEN "AS IS" AND "WHERE IS" PHYSICAL AND ENVIRONMENTAL CONDITION. NEITHER LICENSOR NOR OWNER, NOR ANY OF THEIR RESPECTIVE AGENTS OR EMPLOYEES HAVE MADE ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION REGARDING THE SPACE OR THE PROPERTY OR THE FITNESS OF THE SPACE FOR ANY PARTICULAR USE. SUB-LICENSEE RELEASES AND DISCHARGES LICENSOR, STUDIO AND THEIR RESPECTIVE MANAGERS, MEMBERS AND LENDERS FROM ANY CLAIM, SUIT OR OTHER LIABILITY WHATSOEVER RELATED TO OR ARISING FROM THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE SPACE OR THE PROPERTY.

2.3 Surrender. At expiration or termination of the Term, Sub-Licensee shall surrender the Space to Licensors broom clean, in good order and condition, and restored to its original condition. Prior to the expiration of the Term, Sub-Licensee shall remove all its equipment and all of its other goods and property (collectively, the "Personal Property") on or in the Space and repair any damage to the Space and/or the Property occasioned by such removal. This Section shall survive the termination or expiration of this Agreement.

Section 3. Use.

3.1 Alterations. Sub-Licensee shall not make any alterations, changes or modifications on, of or to the Space or the Property without prior written approval from Licensors. Sub-Licensee shall not permit any lien to be filed or levied against the Space or the Property.

3.2 Compliance with Laws and Requirements. Sub-Licensee shall, at its cost, comply with local, state and federal laws, orders and regulations, agreements, easements and restrictions of record, including insurance policies, and the reasonable rules and restrictions now or hereafter promulgated by Licensor or Owner (collectively, "Requirements"), to the extent applicable to the Space or Sub-Licensee's use of the Space, including, without limitation, any approvals, permits and licenses necessary for the Permitted Use. If any Requirement becomes applicable to the Space or the Property, which arises solely out of Sub-Licensee's use of the Space or any such approvals, permits and licenses, Sub-Licensee shall, at its expense, comply with the same. Sub-Licensee shall not conduct any dangerous or offensive activities or keep any hazardous, dangerous or offensive materials, substances or articles in or about the Space. The Space shall be used for lawful purposes only.

3.3 Interference; Visitors. Sub-Licensee shall not interfere with Licensor's or Owner's activities in any manner at the Property or otherwise. Licensor expressly reserves each of Licensor's and Owner's right to revoke the permission to access the Property for any reason. All activities conducted on the Property by Sub-Licensee or Sub-Licensee Parties pursuant to this Agreement shall be conducted in accordance with and shall be subject to the rights of tenants under any leases or other agreements of the Property.

Section 4. Entry.

4.1 Right of Entry. Licensor and Owner shall have free access to the Space at any time for any reason, including, without limitation, for the purpose of inspection of and showing the Space, provided such access shall not materially and unreasonably interfere with Sub-Licensee's use of the Space.

4.2 Risk; Waiver. All Personal Property in the Space shall be at Sub-Licensee's risk. Licensor shall not provide security, insurance or other protection for the Personal Property. Licensor and Owner shall not be liable for and Sub-Licensee releases and discharges Licensor and Owner from any claim, suit or other liability whatsoever for any injury or damage to person or property, including, without limitation, the Personal Property, from any cause whatsoever. Sub-Licensee agrees to obtain a waiver of subrogation from its insurance carrier for any property in the care, custody or control of Licensor or Owner.

Section 5. Lighting, Electrical Equipment, Grip, Rigging:

5.1 Any and all lighting, theatrical lighting, moving lights, projectors, video walls, media servers, consoles, power distribution, wired and wireless networking, electrical, truss, rigging, grip equipment (including, without limitation, scaffolding, pipe, green beds, steel deck, technical fabrics and backings), generators, aerial and construction equipment (collectively "Equipment") and expendables used by Sub-Licensee on the Property shall be obtained by Sub-Licensee exclusively from Owner's Lighting and Grip Department or directly through MBS Equipment Company's Lighting and Grip Department or an affiliate thereof ("MBSE"), as additional services not covered by the Fee. Any and all lighting and grip expendables shall be purchased by Sub-Licensee exclusively from

Studio's Expendable Department (or MBSE's, as applicable), as additional services at Owner's (or MBSE's, as applicable) then current standard rates for same. Sub-Licensee also agrees that Sub-Licensee will be charged for "Globe" rental as additional services; however, there is no charge for "burnouts" as long as they are returned intact and undamaged. Notwithstanding the foregoing, moving lights, truss and motor or specialty gear shall not be considered common Equipment and shall be subject to Owner's (or MBSE's, as applicable) standard pricing relating thereto.

5.2 Sub-Licensee shall pay Owner (or MBSE, as applicable), as an additional charge, for all canceled Equipment orders received by Owner (or MBSE, as applicable) within eight (8) business hours of the requested delivery time: (a) a 20% restocking fee (except with respect to cancelled sub-rentals) and (b) with respect to cancelled sub-rentals, all cancellation fees incurred in connection therewith. Equipment retained for more than eight (8) business hours shall be charged for an additional day. Before use of the Equipment, Sub-Licensee agrees to test the Equipment in accordance with reasonable industry standards and to ensure the Equipment is in working order. Other than what is set forth herein, Sub-Licensee acknowledges that the Equipment is rented/leased without warranty except as required by law or otherwise stated in this Agreement.

5.3 Sub-Licensee agrees to pay Owner (or MBSE, as applicable) for any missing and/or damaged Equipment, as identified by Owner (or MBSE, as applicable) in its sole and absolute discretion, promptly upon receipt of an invoice therefore. If Sub-Licensee is unable to return any Equipment prior to the deadline for returning such Equipment, Sub-Licensee may submit a written request to Owner (or MBSE, as applicable) for an extension of the deadline for returning such Equipment prior to the expiration of such deadline. During any such period of extension, and during any period when such Equipment is thought to be missing but is later returned, Sub-Licensee shall be responsible for daily charges for such Equipment until returned. If no such request is submitted by Sub-Licensee or approved by Owner (or MBSE, as applicable), the Equipment shall be deemed to be missing, and Sub-Licensee will be invoiced for all missing Equipment at current replacement prices.

5.4 If any of the Equipment is damaged, lost, stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of Licensee's or any sub-licensee's use, maintenance, or possession thereof, Sub-Licensee will promptly notify Owner (or MBSE, as applicable) of the occurrence, and will file all necessary accident reports, including those required by law and those required by applicable insurers. Sub-Licensee, its employees, sub-licensees and agents will cooperate fully with Owner (or MBSE, as applicable) and all insurers providing insurance under this Agreement in the investigation and defense of any claims.

5.5 If any item of Equipment is returned damaged, or if any such item is not returnable for any reason (including, without limitation, destruction, confiscation, or theft), Sub-Licensee shall pay to Owner (or MBSE, as applicable) the replacement value of such item, provided that if any item is returned in a repairable but damaged condition, Sub-Licensee shall pay Owner (or MBSE, as applicable), immediately upon receipt of an invoice therefore, the estimated cost of such repairs as determined by Owner (or MBSE, as applicable), and Owner (or MBSE, as applicable) alone will determine whether or not any such damage is the result of reasonable wear

and tear. In addition, Sub-Licensee agrees to pay Owner (or MBSE, as applicable) for lost rentals of any such Equipment missing or damaged through the replacement or repair date. The acceptance of the return of any item of Equipment is not a waiver by Owner (or MBSE, as applicable) of any claims that it may have against Sub-Licensee, nor a waiver of claims for latent or patent damage to such Equipment.

Section 6. Insurance and Indemnification.

6.1 Insurance. Sub-Licensee shall, at its own expense, always maintain in full force and effect during the Term of the Agreement insurance policies acceptable to Licensors. The policies shall name (i) Licensors, (ii) Owner [Television City Studios, LLC], (iii) Hackman Capital Partners, LLC, (iv) Television City Productions, LLC, (v) Television City Services, LLC, (vi) Television City Equity, LLC (vii) MBS Production Services, LLC, (viii) MBS Asset Management, LLC, and (ix) any other person or entities that Licensors or Owner may reasonably require from time to time in writing, as additional insureds (the "Additional Insureds") in the case of liability insurance and loss payee in the case of property insurance, and shall contain cross-liability endorsements. Coverages shall be primary without any right of contribution from the Additional Insureds or their insurers, whether or not the Additional Insureds are deemed to have any degree of fault or negligence. Each of said policies shall also include a waiver of subrogation provision or endorsement in favor of the Licensors and Owner. Sub-Licensee shall provide a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the requirements set forth in this Section 6.1 before Sub-Licensee may use or occupy the Space.

6.2 Sub-Licensee/Vendor Insurance. Sub-Licensee shall require that all vendors, contractors and/or subcontractors brought onto the Space and/or Property (collectively, "Vendors") maintain the minimum insurance coverage set forth in Section 6.1, at Vendor's expense, and shall provide a certificate of insurance to Licensors for the applicable Vendor evidencing coverage required in this Agreement and the Vendor shall provide waivers and indemnifications in favor of the Additional Insureds at least as broad as those set forth in this Agreement.

6.3 Indemnification. Sub-Licensee shall defend, indemnify and save harmless Licensors, the Additional Insureds and each of their respective affiliates, owners, partners, shareholders, officers, agents and employees, from and against any cost, loss, damage or expense (other than arising from Licensors' gross negligence or intentional misconduct), including, without limitation, attorneys' fees arising out of, pertaining to or involving (i) any occurrence on or in, or the use of, the Space or the Property by Sub-Licensee and Sub-Licensee Parties, and/or (ii) Sub-Licensee's failure to perform or observe this Agreement.

Section 7. Miscellaneous. If any provision of this Agreement or its application to any person or circumstance is declared invalid or unenforceable, the remaining provisions of this Agreement and the application of such provision shall not be affected thereby. All provisions in this Agreement are binding on, inure to the benefit of, and are enforceable by, the respective successors and assigns of Licensors and Sub-Licensee. The sub-license granted hereunder is personal to Sub-Licensee and Sub-Licensee shall not enter into any assignment or other transfer of this Agreement. Any transfer in

violation of this Agreement shall be void and of no effect. This Agreement shall be interpreted under the laws of California. The captions are for the parties' convenience only and shall not modify the interpretation of the Section or subsection from that which is indicated by its text alone. This Agreement is the product of negotiation and shall be interpreted in accordance with its fair and apparent meaning and not for or against either party. This Agreement contains the entire agreement between the parties with respect to the Space and the subject matter hereof and all prior negotiations or agreements, whether oral or written, are superseded and merged herein. This Agreement may not be changed or amended except in writing signed by both parties. All representations, warranties and indemnities made or provided herein shall survive the expiration or termination of the Agreement and remain in full force and effect. All of the party's rights and privileges, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of the Agreement, will survive expiration or termination and will be enforceable by such party and its successors and assigns.

CLIENT SIGNATURE_____

DATE _____

PRINT NAME _____

AGREED UPON STAGE RATE AND OTHER CHARGES/FEES

please refer to Interwoven Estimate file

JOB DATES _____

BILLING CONTACT _____

BILLING EMAIL _____

BILLING ADDRESS _____