

LOCATION AGREEMENT

THIS LOCATION AGREEMENT (the “Agreement”) is entered into as of June 23, 2025, but effective as of March 17, 2025 by and between Overtime Sports, Inc. (“Overtime”), with an address of 20 Jay Street, Suite 600, Brooklyn, NY 11201, and Newport Independent School District acting through Newport High School (“Lessor”), with its principal place of business at 900 East 6th St., Newport, KY 41071, regarding the use of the Premises described below in connection with one or more audiovisual projects presently entitled “One Shot: Overtime Elite” and/or any other programs (collectively, the “Project”).

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including without limitation, the opportunity to have the Premises possibly appear in the Project, Lessor hereby irrevocably grants to Overtime and its agents, parents, affiliates, subsidiaries, licensees, successors and assigns (collectively, “Producer”) the right to enter upon and to use, record and photograph (including, without limitation, by means of motion picture, still, or video devise photography and/or audio recording) both the real and personal property located at the premises described as follows: 900 E 6th St, Newport, KY 41071 together with all scenery, equipment, buildings, or other property thereon (the “Premises”) in any manner whatsoever in connection with the Project, including, without limitation: (a) the exclusive use of the Premises together with access to and from said Premises for personnel and equipment for use in connection with the filming and/or recording of the Project, including, without limitation, for the purpose of erecting and maintaining temporary motion picture sets and structures, rehearsals and/or recording sound for such scenes as Producer may desire; (b) the right to photograph, record and use any structures, logos, signs and verbiage contained on the Premises (including the exterior and interior of the Premises, and the trademarks, trade names, logos and verbiage contained on such signs, all furnishings, works of art and other objects located in or around the Premises, and the trade names, trademarks and copyrights of Lessor); (c) the right to refer to the Premises or any part thereof by any fictitious name or address, or its real/actual name and the right visually and in dialogue to attribute any fictitious events and/or characters as occurring or appearing on the Premises; and (d) the right to replicate the Premises, and any and all structures, logos, signs and verbiage contained on the Premises, at another location, in Producer’s sole discretion.
2. Producer may take possession of the Premises commencing on 03/17/25 and continuing through and including 03/18/25 (the “Term”). The Premises shall be available for the exclusive use by Producer until the completion of all photography and recording for which Producer may desire to use the Premises. If the recording process is prevented or hampered by weather or any other occurrence beyond Producer’s control, or if Producer requires additional use of the Premises beyond the Term in connection with the Project, photography will be postponed to or completed on (as applicable) another date or dates that the Producer reasonably requests, for no consideration. The dates for such additional use shall be subject to Lessor’s approval, which approval shall not be unreasonably withheld or delayed. It is understood and agreed that Producer shall be permitted to terminate this Agreement at any time prior to the commencement of the Term within its sole discretion. In the event of any such termination by Producer, Lessor shall promptly refund any security (or other) deposit made by Producer, if applicable.
3. Producer will use reasonable care to prevent damage to the Premises and shall leave the Premises in substantially as good condition as when received, excepting reasonable wear and tear from use of the Premises for the purposes herein permitted. Producer shall have the right to remove all of its sets, structures and other material and equipment from the Premises. Producer shall have the right to make any necessary alterations and changes to the Premises and return and restore the Premises to its original condition upon completion. If Lessor claims that Producer is responsible for any damage or injury, or both, arising out of Producer’s use of the Premises, Lessor must notify Producer in writing within five (5) business days of the date that Producer vacates the Premises, which writing shall include a detailed listing of all claims of property damage and injuries for which Lessor claims Producer is responsible, or such claim(s), if any, shall be waived. Lessor shall cooperate fully with Producer in the investigation of any such claims, and permit Producer’s investigators to inspect the property claimed to be damaged.
4. Lessor hereby represents and warrants that: (a) Lessor is the owner, or the authorized agent for the owner, of the Premises and has the right and authority to make and enter into this Agreement and to grant Producer the use of Premises and each and all of the rights set forth herein; (b) it is not necessary for Producer to obtain the consent or permission of, or to pay any amounts to, any other person, corporation or entity in order to enable Producer to enjoy the full rights to the use of the Premises as described herein; (c) Lessor has not and will not take any action nor allow or authorize any third party to take any action which might interfere with the full use and enjoyment of the Premises by Producer as described herein; (d) Lessor is subject to no obligation or disability and there are no outstanding contracts or commitments of any kind which conflict with this Agreement or which might limit, restrict or impair Producer’s use and enjoyment of the Premises or the

rights granted to Producer hereunder; and (e) the Premises are maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances and are free of latent defects or illegal conditions of which Lessor is or should be aware except those of which Lessor has notified Producer. Lessor agrees to indemnify and hold harmless Producer, its parents, subsidiaries, affiliated and related entities, and each of their respective directors, officers, employees, agents, successors, designees, licensees, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, losses, liabilities, costs, expenses (including reasonable counsel fees), damages or recoveries which may be obtained against, imposed upon or suffered by Producer and/or any Indemnified Parties by reason of Lessor's breach of any of the representations, warranties, covenants, obligations and/or agreements contained in this Agreement.

5. Lessor releases and discharges Producer and the Indemnified Parties from any and all claims, demands or causes of actions Lessor and/or any of Lessor's employees, contractors, partners and/or agents may now have or may have in the future by virtue of or arising out of: (a) Producer's use of the Premises hereunder; (b) the condition of the Premises or any act or omission of Producer, its employees or representatives; and/or (c) the production, exhibition, distribution, exploitation, promotion and/or advertising of the Project or any other materials created hereunder (or any portion thereof) or any utilization of the rights granted herein, including, without limitation, any claim for libel, defamation, invasion of privacy or rights of publicity, infringement of copyright or trademark, or violation of any other rights.
6. Lessor hereby irrevocably grants to Producer the right, in perpetuity, throughout the universe, to use, in whole or in part, any and all film, videotapes, photographs, sound recordings or other reproductions of the Premises made hereunder, including without limitation, in and/or in connection with the production, exhibition, distribution, exploitation, promotion, and/or advertising of the Project or any part of the Project, merchandising or commercial tie-ins, programing services or promotion in any manner, in any and all languages, formats, manner and media, whether now known or hereinafter devised. Producer shall not be obligated to make any actual use of any photography, recordings, depictions, or other references to the Premises hereunder in any Project, motion picture or otherwise. Neither Lessor nor any other party now or hereafter having an interest in the Premises shall have any right of action against Producer or any other person or entity, including, without limitation, any right to injunctive relief against Producer and/or any other person or entity arising out of any use or non-use of any such photography, recordings, depictions, or other references to the Premises, whether or not such use is or may be claimed to be defamatory, untrue, or censurable in nature. All rights of every kind in and to all photography and sound recordings made hereunder (including all copyrights therein) shall be Producer's sole and exclusive property in perpetuity and Lessor shall receive no further consideration therefore and shall have no rights therein or claims thereto or to the proceeds thereof. Lessor will not use any information pertaining to Producer (including names, logo and service marks) for any purpose whatsoever. For the avoidance of doubt, all rights of any kind (including, without limitation, all copyrights) in and to the Project and all photographs, sound recordings and other recordings made by or on behalf of Producer on the Premises shall be solely owned by Producer.
7. All terms and conditions of this Agreement and all aspects and elements of the Project (including the script, sets, wardrobe, props and characters) are strictly confidential and may not be disclosed by Lessor to any third party, except to Lessor's legal representatives on a need-to-know basis and/or if required by law. Lessor shall not at any time without Producer's prior written approval, release or authorize the release of any information, advertising or publicity relating to this Agreement, the Project, Producer, or Producer's or the applicable network's personnel or operations. Lessor shall not make or authorize any photography, advertising or publicity in connection with the Project, including, but not limited to, Facebook, X (formerly Twitter), Instagram, TikTok, Snapchat, YouTube or any other similar website, without Producer's prior written consent, which consent can be withheld at Producer's sole discretion.
8. Lessor shall have no right to assign any of its rights, or delegate any of its obligations, hereunder, in whole or in part, to any person or entity, and any such purported assignment shall be void *ab initio*. Producer shall have the right to assign and transfer this Agreement and all or any of its rights and privileges hereunder, and to delegate all or any of its obligations hereunder, in whole or in part, to any person or entity without restriction, and any and all rights granted to Producer shall inure to the benefit of Producer and Producer's licensees, assigns, successors-in interest and affiliates, all of whom shall have the right to release, exploit and/or market the Project and/or any work based thereon under any trade name, brand, producing mark, trademark or other characteristic in as they may so elect. The rights granted to Producer hereunder are in addition to any rights Producer may have as a member of the public.
9. Lessor is aware that federal law prohibits "payola" and "plugola" and Lessor acknowledges that, among other things, it is unlawful to accept anything of value (except compensation payable hereunder) for promoting any product, service or entity or arranging for any person to appear on the air. Lessor warrants that Lessor will not violate any such law.

10. In the event of a breach of this Agreement, Lessor's remedies shall be limited solely to an action at law for monetary damages actually suffered, if any. In no event shall Lessor seek or be entitled to injunctive or other equitable relief in connection with this Agreement or for any other reason pertaining hereto, nor shall Lessor seek or be entitled to enjoin or restrain the development, production, exhibition, distribution, advertising, marketing, promotion and/or other exploitation of the Project.
11. This is the entire agreement between the parties, and supersedes any prior or contemporaneous agreements and understandings whether written or oral, between the parties with respect to the subject matter hereof. Except as otherwise provided herein, this Agreement cannot be terminated, rescinded or modified except in another writing signed by both parties hereto. This Agreement may be executed in counterparts by facsimile, scan (i.e., pdf), or email signatures, each part of which when executed shall be deemed an original for all purposes, and all of which when taken together shall constitute one and the same document, fully binding and with full legal force and effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties. This Agreement shall be construed, interpreted and governed exclusively by the internal laws of the State of Kentucky without regard to its conflicts of law principles and the parties consent, and waive any objections they may have, to the exclusive jurisdiction of the courts (state and federal) located within KY in connection with any dispute arising hereunder. All representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and any investigation made by Producer or on its respective behalf.

AGREED AND ACCEPTED:

OVERTIME SPORTS, INC.

NEWPORT INDEPENDENT SCHOOL DISTRICT -- LESSOR

By: _____
Authorized Signatory for Producer

By: _____
Authorized Signatory for Lessor

Date

Print Name

Address

Date

If agent signs on Lessor's behalf, please complete the following:

I, _____, warrant and represent that I am the authorized agent and representative of the above named owner of the Premises, and I have been expressly empowered and authorized by owner to license Producer the use of the Premises and grant to Producer all the rights granted to Producer under this Agreement, and I have, by my signature above, bound the owner to the terms, provisions, covenants, and conditions of this Agreement.

Agent for Lessor

Agent's Telephone Number