

LOCATION AGREEMENT

Maple, Inc.
(Name of Owner of Property)
9 E 71st St
(Address)
New York, NY 10021
(City, State, Zip Code)

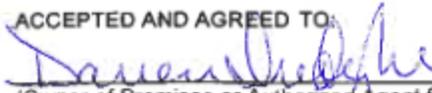
Dated as of: Thursday, April 16 2015

Location and Description of Property: 9 E 71st St, New York, NY 10021 – Exterior Filming Only

Commencing on or about:
Shoot: Tuesday, April 21, 2015

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you hereby grant to SHADOW INFIRMARY PRODUCTIONS, LLC ("Producer") and its licensees, successors and assigns the right to enter and remain on the Property until all scenes and work are completed and to photograph, film, tape, record and reproduce the Property and scenes thereon (interior and/or exterior, including signage) (such photography, film, tape and other recordings collectively, the "Recordings"), and the exclusive right (but not the obligation) to use, reproduce, exhibit and otherwise exploit the Recordings, in whole or in part, in any and all media now known or hereafter devised, throughout the world, in perpetuity.
2. Producer may: (a) bring personnel, equipment, props and temporary sets onto the Property, provided Producer shall remove the same upon completion of work and all sets, props and equipment shall remain Producer's property and shall not become fixtures by reason of their use on the Property; (b) visit, story-board, or otherwise inspect the Property at reasonable times to plan and set up prior to photography; (c) re-enter the Property after completion of principal photography for the purpose of making added scenes and retakes; and (d) use the real and/or a fictionalized name(s) for the Property. The rights granted herein are in addition to and shall not limit any rights which Producer may have or enjoy as a member of the public.
3. You realize that in photographing or otherwise recording the Property, which is at substantial cost to Producer, Producer is relying upon the rights and privileges granted hereunder, and you will not receive and will not claim any further consideration.
4. Producer shall solely and exclusively own and control all rights, title and interest of whatever nature (including without limitation all copyrights) in and to the Recordings, throughout the world, in perpetuity.
5. Producer hereby agrees to hold you harmless of and from any and all liability and loss that you may suffer or incur by reason of any accidents or other damage to the Property negligently caused by Producer (ordinary wear and tear excepted). Your sole remedy for a breach by Producer of any of Producer's obligations hereunder shall be an action at law for money damages, it being agreed that in no event shall you, your successors and assigns, or any other party now or hereafter having an interest in the Property, seek or be entitled to injunctive or other equitable relief, to rescind, revoke or restrain this agreement or any of the rights or privileges granted hereunder, or to enjoin, prevent or otherwise interfere with the distribution, exhibition or other exploitation of the Recordings.
6. You agree that before, during and after the term hereof, you shall not disclose, publish, distribute, make use of or otherwise exploit, whether orally, in writing or by any electronic or other means (including, without limitation, via newspapers, magazines, television or radio programs, websites, blogs, social networks, posts, e-mails, texts, photos, etc.), any material or information regarding Producer's use of the Property and/or the motion picture(s) being produced by Producer, including without limitation any script(s), plot(s), locations, footage, characters, or the identity of the production, the network, or any performer, writer, director or other personnel.
7. You hereby represent and warrant that you own and/or control the Property and have the full right, power and authority to enter into this agreement and grant the rights herein granted, and that the consent of no other party is necessary for Producer to use the Property or to exercise or enjoy the full rights and privileges granted herein. You agree to indemnify and hold Producer and its licensees, successors and assigns harmless from and against any and all loss, costs, liability, damages or claims of any nature arising from or relating to a breach of the foregoing warranty.
8. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument

Very truly yours,
SHADOW INFIRMARY PRODUCTIONS, LLC
By: _____

ACCEPTED AND AGREED TO:

(Owner of Premises or Authorized Agent for Owner)

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
Maple, Inc.

Business name (disregarded entity name, if different from above)

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
6100 Red Hook Quarter B3

City, state, and ZIP code
St Thomas, USVI 00802

Last account number(s) here (optional)

Requestor's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Doreen Dudgeon Date ▶ 4-

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

- Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
- Certify that the TIN you are giving is correct for you are waiting for a number to be issued.
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

- withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.