

Prepared by:

John C. Gillespie, Esquire

TEMPORARY ACCESS EASEMENT

THIS TEMPORARY ACCESS EASEMENT ("TEMPORARY ACCESS EASEMENT") granted on this 9TH day of may, 2023 by and between the TOWNSHIP OF HAINESPORT, a body corporate and public of the State of New Jersey, with principal offices at 1401 Marne Highway, Hainesport, New Jersey (hereinafter referred to as the "Township") and PMS II LLC, a limited liability company, with an address of PO Box 9, Hainesport, New Jersey ("PMS II LLC"), along with its agents, employees, successors, representatives, assigns, including but not limited to Thomas Dambo Art ApS, a Private Limited Company, with the address Salløvvej 3, 4621 Gadstrup, Denmark (hereinafter referred to as the "Artist"). (The Township and PMS II LLC are collectively referred to herein as the "Parties").

BACKGROUND STATEMENT

WHEREAS, the Township owns property located at 1404 NJ-38, Hainesport, New Jersey, known as Block 100, Lots 10 and 11 on the tax maps of the Township of Hainesport (the "Property"); and

WHEREAS, the Township intends to develop the Property into a passive, waterfront municipal park; and

WHEREAS, PMS II LLC has presented the Township with an opportunity to have a sculpture in the shape of a troll (the "Project") installed by the Artist on the Property; and

WHEREAS, the Project will consist of demolishing the existing residence and other structures on the property, the installation and maintenance of the sculpture, striping the existing concrete area from the former pottery site to create parking, creating an accessible pathway; and any additional steps necessary to facilitate the Project; and

WHEREAS, said Project necessitates the installation and continued maintenance of the sculpture by the Artist, his team, PMS II LLC, and other personnel such as contractors, subcontractors, gardeners,

landscape planners, maintenance crews, carpenters, engineers, and volunteers upon the Township's Property; and

WHEREAS, the development of said Project results in the need for a temporary access easement on a portion of the Township's Property; and

WHEREAS, the Township has agreed to grant a temporary access easement on a portion of Township's Property to enable the Artist to install the Project and PMS II LLC to facilitate the installation and continued maintenance of the sculpture and surrounding area.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of a payment in the sum of \$1.00, paid by PMS II LLC to the Township, the receipt of which the Township acknowledges, the Township does hereby grant to PMS II LLC and the Artist a temporary access easement across the Township's herein described property, subject to the terms and conditions set forth herein.

1. Temporary Access Easement. Commencing on the day the Troll is delivered and/or the date the Project begins (whichever last occurs), and continuing for a period of ten (10) years thereafter, PMS II LLC and the Artist shall have the right and permission to enter upon the Township's Property for the purpose of installation, construction, and maintenance of the Project. A description of the easement area ("Easement Area") is shown on Exhibit A attached hereto. This Temporary Access Easement shall include the right to enter with equipment, personnel and materials, for the purposes of installation, construction and continued maintenance of the Project. The parties acknowledge that no part of the project shall encroach upon any area that is not included in the Easement Area. Nothing herein shall vest PMS II LLC or the Artist with any interest in title to the Easement Area. Nothing herein shall be deemed to make the Township, PMS II LLC, and the Artist partners, joint venturers, or co-owners of the Easement Area.

2. Term. The Temporary Access Easement shall automatically expire ten years after the first day the Troll is built, without the necessity of any formal document of termination. Each party reserves the right to seek an extension of the Temporary Access Easement, from the other, but nothing herein contained shall require either party to make such request, or to grant such request.

3. Ownership. Upon delivery and installation of the Project, PMS II LLC is to receive an exclusive license granted by the Artist for the term of the Temporary Access Easement, subject to extension, per the terms of PMS II LLC and the Artist's Agreement on Delivery of the Work of Art, which is included as Exhibit B.

4. Marketing, Merchandising, and Press Coverage. The Township has the right to use photographs, videos, and/or descriptions of the Project on the Township's platforms including but not limited to its website and social media, with the purpose of informing the public about the Project and/or advertising and promoting the overall Property. The Township agrees to credit the Artist at all times, when feasible, with the "Title of the Project by artist Thomas Dambo" in addition to providing a link to the Artist's website, www.thomasdambo.com. The Township agrees to "tag" the Artist on social media, when feasible, using the applicable social media channel tagging process. Likewise, PMS II LLC and the Artist may use photographs, videos, and/or descriptions of the Project on their own platforms including but not limited to their websites and social media, with the purpose of informing about the Project. PMS II LLC and the Artist agree to "tag" the Township on social media, when feasible. The Township agrees to enter into a separate agreement with the Artist if the Township wishes to prepare, produce, or sell any merchandise containing the Project's image or likeness. PMS II agrees to arrange for the Artist to be available, either online or in person, for interviews and photo sessions for press coverage and/or other promotional and informational opportunities related to the Project.

5. Cost. PMS II LLC is solely responsible for the costs of the Project, including but not limited to the construction, installation, and maintenance of the project which may include the cost of tools, contractors, gardeners, landscape planners, maintenance crews, carpenters, engineers, and any other item or personnel necessary. Upon the expiration of the Temporary Access Easement, PMS II LLC is solely responsible for disassembling and removing the installation.

6. Claims and Insurance. PMS II LLC shall obtain and maintain and cause its agents to maintain proper insurance covering all risks associated with entry upon the Easement Area, installation, construction, and maintenance of the Project. Each Party agrees to add the other to its insurance policy as

an additional named insured party. The Township reserves the right to inspect and approve the coverage prior to its execution. Nothing herein contained shall be deemed to confer upon any third person any right against the Township and nothing herein shall be deemed to waive, limit or modify any immunity, privilege conferred upon the Township by the New Jersey Tort Claims Act.

7. Installation, Maintenance; Restoration. The Township reserves the right to approve the concept drawing provided by the Artist prior to any installation. PMS II LLC agrees to consult the Township and seek its approval upon receiving the concept drawing from the Artist. Any substantial material changes to the concept drawing that develop during the course of the Project require additional approval from the Township. PMS II LLC and the Artist are in no way permitted to make any substantial and/or permanent changes within the Easement Area, such as casting concrete, without the Township's express approval made in writing. PMS II LLC agrees to maintain or facilitate the maintenance of the Project throughout the term of the easement. This includes ensuring that the area is free from trash and that the sculpture remains in good condition and is free from graffiti or other damage. Upon completion of the construction of the Project and the expiration of the Temporary Access Easement, PMS II LLC shall be solely responsible for the removal of the Project and restoration of the Easement Area.

8. Township's Reserved Rights. The Township shall have the right to use and allow the Easement Area to be used for any purpose which is not inconsistent with this Temporary Access Easement.

9. Indemnification. Each Party shall indemnify, hold harmless, and defend the other, its officers and employees, consulting professionals, agents and their successors and assigns, from and against all claims, suits, liability, damages or actions of any kind or character made upon or brought against either or both, their officers, employees, consulting professionals, agents, and their successors and assigns for or on account of any injuries or damage which may arise out of, in the course of, as a result of or in consequence of any act or omission of, either Party, their employees, agents, contractors or sub-contractors and the Artist, its employees, agents, contractors or sub-contractors in the performance of the installation of the Project or any other matter related to or occurring on the Easement Area, or in the use of the Easement Area or the negligence in the operation of, or any improper material or equipment used, by or on account

of either Party, their servants, agents, contractors or employees, and the Artist, its servants, agents, contractors or employees relative to the Easement Area. This indemnification shall include reasonable attorneys' fees, costs and all other reasonable and necessary expenses incurred by the defense of any claim or suit.

10. Amendments. Any changes, modifications or amendments to this Agreement must be made in writing and executed by all Parties.

11. Default. In the event that any Party shall fail or refuse to perform, or otherwise become in default of any of the terms and conditions of this Agreement, then the non-defaulting Party(s) shall be entitled to proceed with those remedies available to it at law or in equity.

12. Recording. This Agreement shall be recorded in the County Clerk's Office for Burlington County, New Jersey.

13. Severability. Should any covenant or restriction herein contained or any subsection, sentence, clause, phrase, or term of this Temporary Access Easement be declared to be void, invalid, illegal, or unenforceable for any reason, by the adjudication of any court or other tribunal having jurisdiction, such a declaration shall not effect the validity of the remaining provisions which are hereby declared to be severable and which shall continue to remain in full force and effect.

14. Governing Law. This Temporary Access Easement shall be construed and interpreted, and the rights of the parties determined in accordance with the laws of the State of New Jersey.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have fixed their hands and seals this 15TH
day of MAY, 2023.

ATTEST:

By: Paula L. Kosko
Name: Paula L. Kosko, RMC
Title: Township Clerk

TOWNSHIP OF HAINESPORT

By: Gerard Clauss
Name: Gerard Clauss
Title: Mayor

ATTEST:

By: Tara Wicker
Name: TARA WICKER
Title: Deputy Clerk.

PMS II LLC

By: Tristan Sykes
Name: TRISTAN Sykes
Title: MANAGER

STATE OF NEW JERSEY :
: ss
COUNTY OF BURLINGTON :

ON THIS, the 15th day of May, 2023, before me, a Notary Public, the undersigned officer, personally appeared Gerard Clauss, who acknowledged himself to be the Mayor of Hainesport Township and who I am satisfied is the person named in and who executed the within instrument and he did severally acknowledge that he signed, sealed and delivered the same as the act and deed of the said Township for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

FLORENCE K. NEWCOMB
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/9/2024

Notary Public *Florence K. Newcomb*

STATE OF NEWJERSEY :
: ss
COUNTY OF BURLINGTON :

ON THIS, the 15th day of May, 2023, before me, a Notary Public, the undersigned officer, personally appeared Tristan Sytk, who acknowledged himself/herself to be the President of PMS II LLC and who I am satisfied is the person named in and who executed the within instrument and he/she did severally acknowledge that he/she signed, sealed and delivered the same as the act and deed of the said PMS II LLC for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

FLORENCE K. NEWCOMB
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/9/2024

Notary Public *Florence K. Newcomb*

Exhibit A
Easement Area

1. The easement area is located within the boundaries of the property described in the deed of gift, and is subject to the same terms and conditions as the property.

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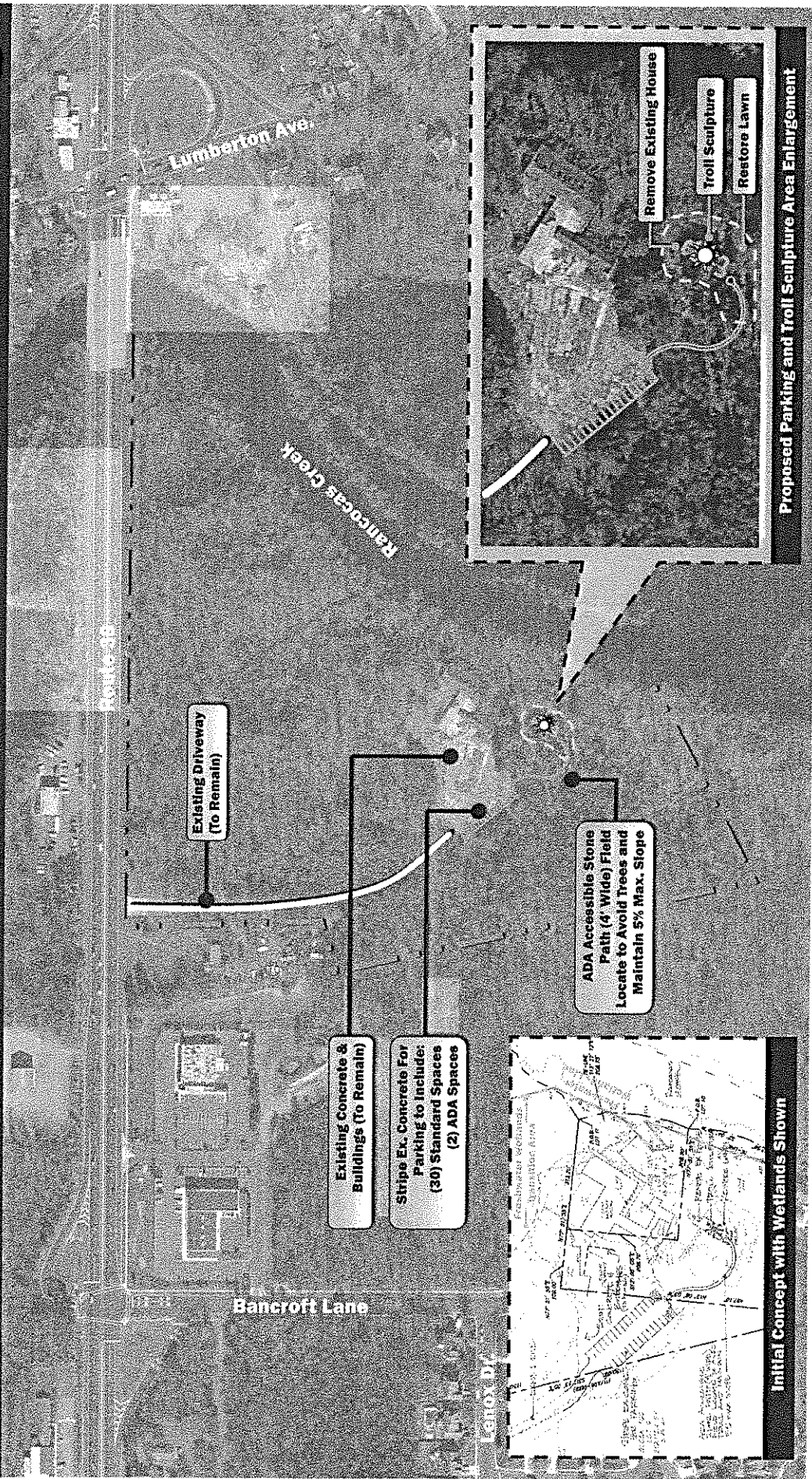
2. The easement area is located within the boundaries of the property described in the deed of gift, and is subject to the same terms and conditions as the property.



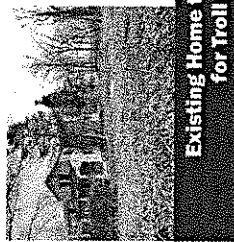
Creek Turn Park



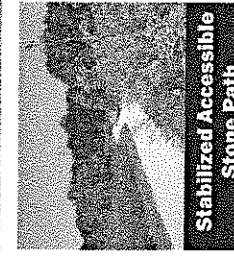
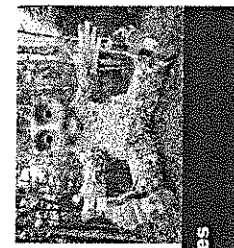
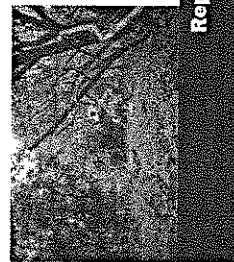
Township of Hainesport, Burlington County NJ
January 11, 2023



Existing Concrete Area for Parking



Existing Home to be Demolished for Troll Sculpture



Representative Troll Sculptures (Actual Design Pending)

Stabilized Accessible Stone Path

Troll Sculpture Plan - Not to Scale

Prepared by Taylor Design Group, Inc.
Mount Laurel, NJ
Scott D. Taylor, LIA, AICP, PP, LEED AP



Exhibit B

PMS II LLC and the Artist's Agreement on Delivery of the Work of Art

Agreement on delivery of Work of Art

Between: Thomas Dambo Art ApS (The Artist)
Company reg. number.: 42497266
Salløvej 3
4621 Gadstrup
Denmark

And PMSII LLC
PO Box 9
City of Hainesport NJ 08036
USA

Each separately referred to as Part, together referred to as the Parties.

1. The Parties and the subject of the Agreement

- 1.1 Client is the benefit of the parks system and residents of Hainesport Township, New Jersey, USA .
- 1.2 The Artist is an acknowledged and critically acclaimed artist and designer who has created and delivered his unique works of art and designs throughout the world. The Artist's works are based on ideas and philosophy of recycling and including the surrounding environment in his works. The Artist has his own team of employees and other associated professionals to assist him constructing and creating the works. Artist Thomas Dambo is the sole owner of Dambo Art ApS and has a team of employees and other associated professionals to assist him constructing and creating The Work covered by the Agreement as well as tasks to be performed in connection with this. The Artist is entitled to appoint any of its competent employees for the performance of all specific tasks in relation to this agreement (the Agreement).
- 1.3 On the basis of email correspondences and online meetings between The Artist and The Client, The Client has requested The Artist to design, create, produce and deliver one (1) of the Artist's renowned troll sculptures, from reclaimed materials, mainly wood (in the following

referred to as "The Work") to The Client under the terms of this Agreement. Examples of The Artist's similar work can be found in Appendix A - troll examples and locations

2. The Work and the scope of The Artist services as well as the Client's obligations

- 2.1 On a date agreed between TD Art and The Client, 1-2 representatives from TD Art, makes a site visit to the location of The Client, to experience the location, and brainstorm on the concept for the Work. This visit will take place no later than 3rd of March 2023. All travel expenses associated with the visit are paid by The Client.
- 2.2 No later than March 5 2023 The Artist submits by e-mail to The Client a uniquely created concept drawing for The Artist's characteristic Trolls with the purpose of constructing The Work in reclaimed wood, and other materials.
- 2.3 Submission of the concept drawings to The Client is provided that the Agreement is signed by both Parties and that the first installment of the contract sum is paid to The Artist cf. section 5.2. From Appendix B appears in more detail how concept drawings are expected to be designed and delivered. The result may vary from the concept drawings together with any specifics mentioned in Appendix A, in terms of for instance choices of material, as engineers, gardeners or other specialists later involved may suggest different designs of the construction without changing The Artist's expression of The Work.
- 2.4 The Artist has full artistic freedom in terms of the creation of the concept drawings as long as the drawing generally comply with the following overall criteria agreed by both Parties and concept is generally approved by the client:
Expressions and designs of The Work must generally correspond to the examples shown in Appendix A (photos/ drawings), however considered, that the material used in The Work may vary from materials mentioned in Appendix A. The size of The Work will be on a similar scale to the sculptures on the pictures in Appendix A. The size will vary in each Work, based on The Work's specific positions, features, and functions.
- 2.5 No later than March 15 2023 The Client approves the concept drawing based on which The Artist prepares and constructs the unique sculpture, The Work, to be installed at the location shown in Appendix A.
- 2.6 It is important to point out that The Work is a *work of art*, as opposed to for instance a design installation, a piece of furniture, a trademark or part of a decoration. The Artist has full artistic freedom in the execution of The Work. The Artist will follow the measures agreed (with the possibility of deviations of up to approximately 10%) .

In this connection, it should also be clarified that the finished result will differ from the concept drawing as the concept drawing does not reflect in detail the materials used nor the construction method that The Artist often uses, thus there may be details in the concept drawing that appear differently in the final Work.

Furthermore, the environment in which The Work is to be built in - and often also should appear as part of - will entail a need for specific adaptations, or maybe a need to change the specific location (within the designated area) which may lead to changes in the proportions, and as a result the external scope may deviate from the concept drawing, expected by no more than 10%, however.

Additionally, The Artist is entitled to change the choice of material for instance due to challenges in obtaining the originally intended material for the selected location or lack of permission to cast concrete in the area, in which case changes in The Work's appearance than outlined in the concept drawing is to be expected.

None of the above-mentioned changes and alterations constitute The Artist's breach of this Agreement or affects the determination of when The Work is finally delivered according to section 2.11. The Artist notifies The Client of changes that The Artist deems relevant to the Client and which may entail that The Client requests changes, cf. section 2.7.

- 2.7 If The Client wishes to make changes to The Work prior to the final delivery such changes must be approved by The Artist. All changes are subject to The Client's sole expenses. All such expenses must be submitted to and approved in writing by The Client before the process of implementing the changes may begin.
- 2.8 Most preparatory work for The Work takes place outside The Client's location, for instance in Denmark, according to The Artist's specific and exclusive choices.
- 2.9 All parts of The Work are to be assembled, installed, and embedded in areas within more or less secluded nature.
- 2.10 Parts of the preparatory work in relation to building The Work at the locations, for example construction of specific parts, may take place outside the premises, for instance in Denmark, according to The Artist's specific and exclusive choices. Any expenses related to transporting these parts to The Client's premises will be at The Client's sole expense, regardless of from

which place the parts are to be transported. The costs for freight are charged separately and continuously according to invoice and are paid according to the payment terms in the invoice, for which the Client's advanced approval of additional costs is required. The Artist will arrange the shipping, The Client must provide The Artist with all necessary information to realize the shipping and assist in the procedure if necessary, according to The Artist's instructions. The Artist takes out the usual insurance on the freight, that the limits and costs are to be mutually agreed upon. The sole responsibility for the freight passes to The Client as soon as The Artist has transferred the freight to a shipping company. The Client is solely responsible for any risks and losses exceeding the insurance coverage. Any delay due to customs withholding of the freight or the like does not imply The Artist's breach of the Agreement in any way and postpone the schedule according to the provisions in section 3.6 and 3.7.

- 2.11 The Artist is considered to have finally delivered The Work when all the individual parts of The Work according to the approved concept drawing and subsequent adjustments have been assembled and installed and when The Artist has provided The Client/The Client's staff with a written standard instruction on the maintenance of The Work in a sustainable way in accordance with The Artist's work in general.
- 2.12 The Client has the right to refuse that The Work has been delivered contractually, if the result deviates significantly from the approved concept drawing and expected subsequent adjustments according to section 2.6 and later written agreed changes thereto as set out in section 2.7, and if The Client has given written notice thereof incl. justification to The Artist within 14 days of delivery. Otherwise, The Client cannot refuse approval.
- 2.13 If The Client rightfully refuses to approve The Work as contractually delivered, immediately The Artist must receive a deadline of 120 days from the refuse of approval, to get the situation in order. In the event The Artist has not solved the situation for his own account and deliver contractually within the deadline, The Client has the right to consider The Work as not delivered contractually and withhold the last installment, cf. section 5.2.

3. Project phases, timeline, delays, force majeure

- 3.1 The production of The Work takes place in the following 5 project phases, see Appendix B:
 - 1. Design and concept development of The Work
 - 2. Construction of premade parts in workshop on a location to be decided by The Artist.

3. Shipping of preproduced parts to The Client's location.
 4. Preparations by client.
 5. Installation , preparation of maintenance plan, handover to The Client.
- 3.2 The Parties have agreed on the timeline for the project phases of section 3.1, stipulated in Appendix B. As set out in Appendix B the time limits that appears from the timeline is on the condition, that both Parties' have signed the Agreement no later than January 15 2023 and that all deadlines of The Client are met according to Appendix B.
- 3.3 For phases 1, 3, 4 and 5 The Client is required to provide and pay all costs/fees in terms of professionally competent staff including, estimate of costs to be provided in advance, but not limited to gardeners, landscaping planners, maintenance crew, carpenters, engineers etc to cooperate with The Artist as set out in Appendix B. The response time of the staff regarding questions from The Artist is not to exceed more than 7 days from The Artists request.
- 3.4 The Client makes available, at The Client's exclusive cost, and no later than 10 days after The Artist's request, all relevant tools, lifts, etc. necessary to assemble and install The Work, as set out in Appendix B.
- 3.5 The Artist must be provided all the necessary information requested by The Artist for instance regarding The Client's location as well as The Client's staff must perform the relevant work requested by The Artist, which is to be made known to the client in advance.
- 3.6 Delay of delivery of The Work according to Appendix B due to external factors, of which The Artist or its contractors have no control, for instance - but not limited to - due to extreme weather conditions and epidemics and legal restrictions as well as specific authority recommendations in terms hereof, is never to be considered breach of the Agreement, if The Artist:
- A. As soon as possible gives notice by e-mail to The Client of the delay containing,
 - B. explanation the reason for delay and,
 - C. provides an estimated timeframe of the delay as well as a statement of The Artists approach to reduce the delay in the attempt to be able to make a contractual delivery within the agreed timeline.
- 3.7 In case of delay due to external factors, of which The Artist or its staff/contractors have no control, including all factors controlled by The Client or its staff/contractors, the timeline in Appendix B is changed accordingly.

3.8 In case of delays for more than 30 consecutive days of delay due to factors controlled by The Client and which prevents The Artist from completing The Work and delivering contractually, The Artist has the right to cancel the Agreement. However, this right depends on The Artist giving written notice (by e-mail) to The Client with notice of termination of the Agreement if the conditions are not settled within 10 business days from the date of the notice. The written notice can be given after 21 consecutive business days delay of the above character but not later than 40 days after the first day of delay. The same right for The Artist applies if delays of the above character occur periodically over a period of business 60 days, resulting in The Artist being prevented completing his work and delivering contractually. In this case The Artist must give written notice (by e-mail) to The Client with notice of termination of the Agreement in the event of any further delays of this nature.

3.9 Neither Party shall be under any liability whatsoever to the other Party for failure or delay in the performance of any of its obligations by reason of force majeure, such as war, labor disputes, accidents, shortages of materials, acts of government authorities or any matters (whether of the same nature as the foregoing) which are beyond the control of the Party unable to perform its obligations. In case of failure or delay of more than 60 days due to force majeure, both Parties may cancel the Agreement. Force majeure can only be invoked if a Party informs the other Party in writing and without undue delay of the cause, expected extent and expected duration of the inability to fulfill its obligations. If one of the Parties, due to force majeure, is prevented from fulfilling its obligations under this Agreement, the other Party shall have the right to withhold its corresponding benefit but shall in addition have no claim against the Party.

4. Rights, credits, marketing etc.

4.1 The Client receives upon payment of the last installment cf. section 5.2 an exclusive license to The Work for 10 years.

4.2 The license is subject to the following: The Client has the right to exhibit The Work only at the agreed locations. The two premade and portable sculptures, may only be moved to locations approved in writing in e-mail, by The Artist. The Client must not modify The Work in any way, without written approval by The Artist. The Client has a duty to maintain The Work according to The Artist's instructions, cf. section 2.11 and to bear all maintenance costs. The Client may not transfer the license to any third Party.

The maintenance of the license also requires that The Client does not perform, or allows others to perform, acts that infringe The Artist's exclusive rights to The Work, including The Work's title, nor the rights to The Artist's name and image.

4.3 After the end of the license period, the Parties may either agree on an extension of the license period or a new license. If the Parties, however, do not agree to an extension of the license period or a new license within 30 days after the end of the license period, then The Client is obliged to remove The Work at its own expense and strictly according to The Artist instructions. In that event it should be noted that it is important for The Artist that the materials are recycled as far as possible, and that removal takes place in a sustainable way. If The Artist grants a third Party a license for The Work or makes use of all or some of the parts of The Work for own purposes, The Artist will bear the cost for removal and subsequent storage. The Client is not entitled to take steps removing The Work without having consulted The Artist up front. The Client is in all respects helpful in arranging the relocation of The Work. Cleaning up or restoring of the area where The Work has been located is the sole responsibility of The Client

4.4 The Client has the right to use photographs of The Work on The Client's own platforms (website, social medias etc.) to inform about The Work and the specific context in which The Work is included. This right cannot be extended to use The Work as a part of a logo and landmark etc. for the Client, nor as part of advertising and promotion of the Client, the Clients products, or services of third party / third party's products or services. At all times The Artist must be credited with the following: ["Title of The Work by artist Thomas Dambo"] in addition to - where possible - a link to the website www.thomasdambo.com. When using photographic images of The Work as part of SoMe, The Artist must be "tagged" where possible. The Client must "tag" The Artist's social media channel relevant to the given media of the post within the first 4 lines of text. The Artist's channels are the following:

Facebook: <https://www.facebook.com/thomasdambos>

Instagram: <https://www.instagram.com/thomasdambo/>

Youtube: <https://www.youtube.com/user/ThomasDambo>

Twitter: <https://twitter.com/thomasdambo>

The Artist has at any time the right to pre- approve the Client's use of photographs of The Work as well as the use of the title of The Work and Thomas Dambo's name, regardless of whether the use is made by The Client or by a third Party connected to The Client in any way whatsoever, except without the client's prior knowledge and expressed approval.

The Client does not have the right to prepare, produce, sell or similar any merchandise containing The Work, the title of The Work or other references to The Work and/or Thomas Dambo. The rights to merchandising are not covered by the present Agreement and agreement on this must be entered into between the Parties separately and in writing and based on The Artist's standard terms for merchandising.

4.5 The Artist agrees to be available for interviews and photo sessions for press coverage to a reasonable extent and otherwise by further agreement, either online or in person.

- 4.6 Any intellectual property rights to The Work, incl. copyright, the title of The Work and rights to the design, belong exclusively to The Artist. The same applies to sketches, molds, and drafts etc. of any kind produced by The Artist, whether used in the final work or not. Any parts produced for The Work, regardless of used in the final Work, belong to The Artist. There is no transfer of any intellectual property rights from The Artist to The Client under this Agreement.
- 4.7 The Client furthermore acknowledges that all rights, conceptual rights, copyrights, design rights, trademark rights as other rights to the prospectus, ideas, and other elements presented to the Client or which appear from The Artist's public profiles on the Internet, or which can be experienced as published works around the world, exclusively belong to The Artist.
- 4.8 The Client agrees that any of The Client's involvement (financially or otherwise) of implementation, execution, creation etc. of sculptures and the like according to the same principles, using the same materials with the same type of expression, etc. (not exhaustive examples) which is in line with The Artist's work, ideas and expressions and which may even give the impression that The Artist is participating, approving or involved, inevitably entails parasitizes on The Artist's efforts and reputation and/or plagiarism/ unauthorized copying of The Artist's concept and copyrights. Such violations of The Artist's rights are expected to lead to for instance injunction and claims of compensation to The Artist. Furthermore, such actions constitute The Client's material breach of this Agreement.
- 4.9 The Artist is prevented from producing a work identical to The Work delivered to The Client. However, The Artist is not prevented from producing Works under the theme "Trolls" with the same type of troll as delivered to The Client. Furthermore, The Artist is not prevented from taking photographs, video//live footage etc. of The Work and to use these on its websites, in all social media and in any material presented to future customers. However, in no event The Artists may display The Work together with other art works from The Client's location or The Client's private quarters etc. without prior permission from The Client. Finally, The Artist is not prevented from using identical Parts (for instance feet or head) of The Work integrated in, or otherwise connected to, other works by The Artist, if such other works are not identical or have the same overall expression as The Work.
- 4.10 In case of third-Party violation or need for enforcement of the rights in terms of third-Party cf. this section, The Artist has the exclusive right to take proceedings in court.
- 4.11 Failure to comply with this section constitutes a material breach of the Agreement.
- 4.12 The Artist agrees that no work or reproductions will otherwise devalue the originality or attraction value of the piece contracted and produced for The Client

5. Contract sum, payment, and other expenses.

5.1 The contract sum for The Work is agreed to the total amount 85,000 EURO to be paid to The Artist in the following 5 installments upon reception of invoice according to the terms stated in this:

1: 10% Paid by The Client upon the signing of this Agreement.

2: 20% no later than ten (10) calendar days after delivery of, and approval of the Final Concept of The Work.

3: 20 % no later than ten (10) calendar days after delivery of pre produced parts at the Client's premises.

4: 30% no later than ten (10) calendar days after the beginning of Phase 5.

5: 20% no later than ten (10) calendar days after Final Delivery of The Work, as provided hereunder.

In no event is The Client required to claim repayment of amounts already paid to The Artist. In addition to the contract sum, The Client pays for transport of any part of Work to The Client location as well as proper insurance, see for instance section 6.2.

5.2 In addition to the contract sum and other costs mentioned in this Agreement The Client provides and pays for proper budgeted accommodation for The Artist and his staff/contractors throughout these people's stay at or nearby the location during phase 1-5 and possibly prior to phase 1. Appendix B further describes The Artist's requirements for accommodation, catering and other conditions regarding The Artist's stay in connection with the creation of The Work.

5.3 Furthermore, The Artist may request reimbursement for pre-approved expenses associated with travel and accommodations for members of The Artist's team, upon delivery of an invoice and receipts, plus per diem (as set forth below), and the details of which shall be as set forth on Appendix B. The Client shall reimburse The Artist for travel expenses in connection with bringing up to 7 additional people from Denmark or other locations to the location of installation. In addition to those accommodations described under Appendix B, each member

of The Artist's team shall be provided with a per diem of 40 EURO per person per day for meals.

6. Warranties and liability

- 6.1 The Artist guarantees that The Work is created and produced by The Artist and that it does not violate any third-Party rights.
- 6.2 Both Parties have taken out proper insurance against injuries to third Parties and third Parties' property. The Artist has taken out insurance through the Danish insurance company TRYG. The Artist's limitation of liability equals the insurance coverage of DKK 15,000,000. Equivalent to Approx. EURO 2,016,458 depending on the current exchange rate.
- 6.3 The Artist shall not be liable in respect of The Client or The Client's employees in the event they suffer injuries and loss during their work with The Work unless such injuries and loss arises directly from The Artist's gross negligence, gross misconduct, or intent.
- 6.4 The Artist does not guarantee The Work's durability and The Artist cannot be held liable for damages as a result of wear and tear, etc. of any sort. The same applies to planting etc. which surrounds or is part of The Work.
- 6.5 The Client is solely liable for any damage to The Work, The Artist's equipment as well as The Artist himself, incl. his employees and contractors, incurred in connection with the installation of The Work on The Client's location unless such damage arises directly from The Artist's negligence, misconduct, or intent. Regarding force majeure, see section 3.10.
- 6.6 Neither Party shall be liable to the other Party for any *indirect* loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Party, its employees or agents or otherwise) which arise out of a breach of or in connection with this Agreement, whether or not the Party has been advised of the possibility of those damages and whether or not any or all of those damages are attributable to a Party's acts or omissions.
- 6.7 It is essential to point out that The Work is a *work of art*, not an installation designed for, for instance, playing or other physical activities. Similarly, it should be emphasized that The Work to some extent is produced by materials that are perishable and which must be constantly maintained by The Client according to The Artists instructions.
- 6.8 The Artist is at no time liable for damages or losses of any kind inflicted on The Client or on a third Party, in connection with The Work. This applies any kind of damage to the surroundings as well as to The Work itself. The Client guarantees that The Artist will be reimbursed for claims

as a result of such damages and losses. The Client indemnifies The Artist any claims for payment of such amounts as well as costs for handling such claims, incl. all legal and similar costs arising from acts with than those listed in Section 6.5.

- 6.9 Depending on The Artist's choice, major repairs of The Work due to for instance wear and tear incl. damage from wind and weather, other than defect, or possible vandalism, must be performed by The Artist or his employees at The Client's sole expense. If the location is outside Denmark, the expenses cover transport, accommodation, and meals, assisting workers etc. on the same terms as for the construction of The Work, see appendix B. Regardless of the location in question, The Artist receives 22,000 DKK (+ 2% in inflation difference per year from signing of this agreement)pr. day he contributes to the repairs. If it is not possible for The Artist to be present at the location to supervise the repair, instead The Artist can choose to be a consultant (online) on all repairs against an hourly payment of 2,500 DKK. In either event The Artists has the right to approve all steps taken in connection with the repairs incl. the type of personnel hired for this purpose. All amounts to The Artist according to this section are paid against invoice from The Artist with payment terms as stated in the invoice.

7. Termination, assignment, breach

- 7.1 This Agreement cannot be terminated by either Party except where expressly stipulated in the Agreement. If the Agreement is fully or partially terminated or lapses for whatever reason, any provisions relating to rights, liability and reimbursement are maintained.
- 7.2 Neither Party has the rights to assign their rights or obligations under the Agreement to a third Party, however, The Artist is entitled to transfer his rights to a group affiliated company.

8. Confidentiality

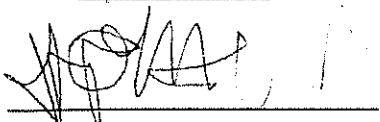
- 8.1 Neither Party shall disclose the terms of this Agreement or any confidential information relating to the affairs of the other Party, which may come to its knowledge during or in connection with this Agreement, to any third Party, other than their respective professional advisers who are bound by a similar professional duty of confidence. This clause shall however not apply to any information made legally public.

9. Law and venue additional terms etc.

- 9.1 In the event of any inconsistency between the terms of the Agreement and the Appendixes, the terms of the Agreement shall prevail.

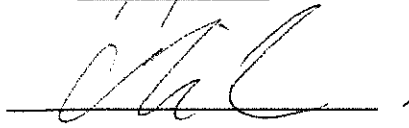
THOMAS DAMBO

- 9.2 With assistance from The Client, The Artist, shall be responsible for applying for and securing all required visas and/or work permits in relation to this Event. Any costs related to this procedure, conveyed in advance, is to be covered by The Client.
- 9.3 For the avoidance of doubt, it is clarified that obtaining building permit - where required - is the Client's sole responsibility, with the assistance of the Artist, and must be in place, well in advance of The Artist commencing his work on the location.
- 9.4 The Agreement must be signed to be binding on both Parties. The Agreement and Appendixes constitute the Parties' overall Agreement, and draft Agreements, correspondence, minutes, and the like prior to the signing of the Agreement may not be invoked by any of the Parties. Changes to the terms of the Agreement must be drafted in writing and accepted by both Parties.
- 9.5 The Agreement must be interpreted in accordance with Danish law. Venue is the Courts of Denmark.

Date: 2/2-23

Thomas Winther Pedersen, Artis

Date: 1.31.23

Tristan Sylk

Date: 02/02/2023

CEO, Mimi Larsson Drewsen

Appendixes:

- A: Troll examples and location
- B: Timeline for the project phases as well as staff, necessary preparations and equipment delivered by The Client. Requirements for accommodation.

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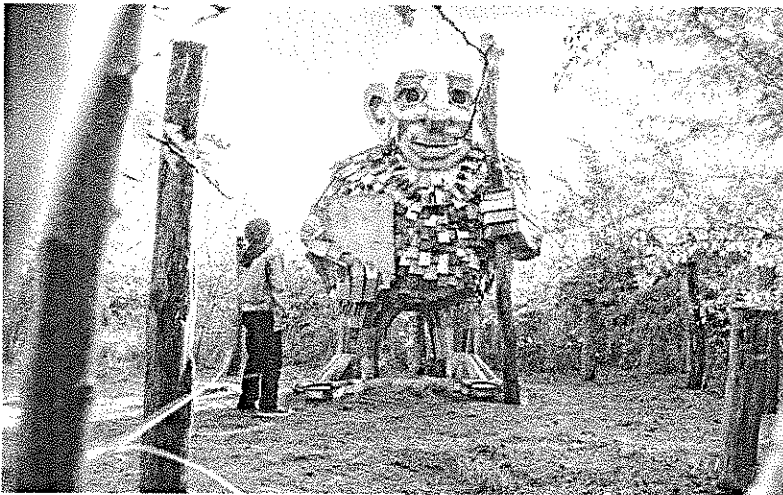
Appendix A

Troll Examples

A1 - Examples of Similar sculptures

The Work will be of various sizes dependent on concept but in similar scale to these examples of similar scale works done by The Artist, from his recognized exhibition of troll sculptures made from reclaimed wood.

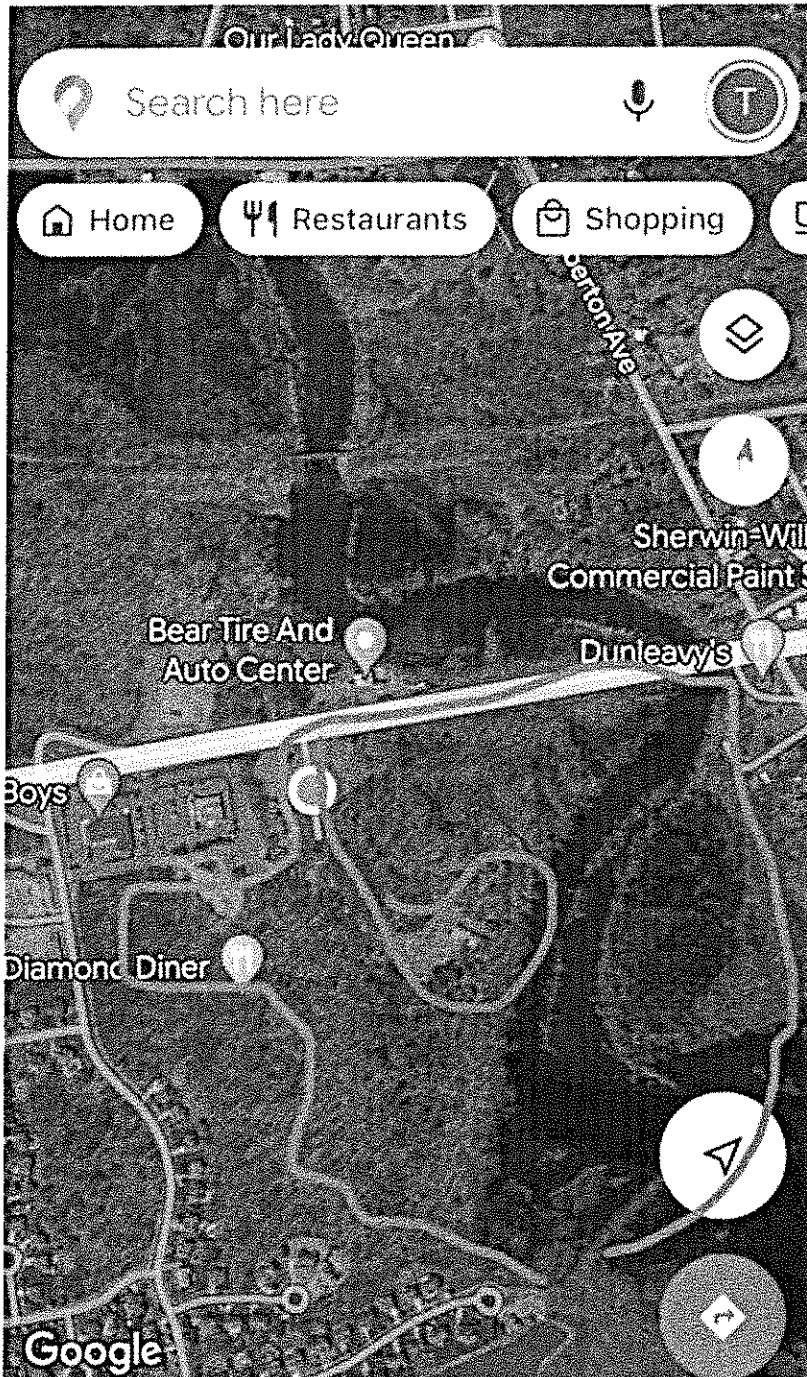
Figure 1: Examples of Thomas Dambos trolls in similar scale



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A2 Location

The location of The Work will be in the area marked with blue on this map, and in the suggestive plan by The Client. Final placement to be decided during site visit in February 2023



[illegible]

Appendix B

Timeline and project phases

Timeline:

Phase 1: Design and development	1 February 2023 - 1 April 2023
Phase 2: Preproduction	15 March 2023 - 15 April 2023
Phase 3: Shipping of preproduced parts	20 April 2023 - 1 June 2023
Phase 4: Preparations by The Client	1 February 2023 - 1 June 2023
Phase 5: Construction and installation onsite	12 June 2023 - 23 June 2023

"The Artist" refers to The Artist Thomas Dambo and/or The Artist's staff and/or contractors.

During all phases, it is essential that The Artist has full and ongoing access to The Client and the Clients' employees and contractors who are relevant for the completion the project and the construction of the work in the selected area. Lack of ongoing access to these people could lead to delays during the present phase as well as in all forthcoming phases for which The Artist cannot be hold reliable. The access may be in the form of telephone, email, skype or otherwise agreed between the parties.

Phase 1: Design and development - (1 February 2023 - 1 April 2023)

- During phase 1 The Artist's site visit during February 2023 The Artist and Client will locate and agree on locations for The Work, and discuss potential ideas and concepts. The Location will be agreed in writing (e-mail)

Alternatively: The Parties have jointly decided on the following location of the Work based on documentation delivered to The Artist by The Client such as pictures, video, map locations etc.

In case of a site visit, The Client must pay all travel expenses related to this for The Artist and 1 of his assistants.

- Based on the chosen location(s), and inputs from The Client, The Artist submits by e-mail to The Client concept drawings for his characteristic Trolls, with a short description of concept, expected materials, expected dimensions, and preparation needs.
- On the basis of the concept drawings and comments from The Client, The Artist will develop a plan for making and installing The Work together with a list of materials, possible preparation needs to the locations, necessary machinery and tools for installation and final dates for installation (Phase 5), to be send by e-mail to The Client no later than 1st of April 2023

Phase 2: Preproduction (15 March 2023 - 15 April 2023)

- The Artist will pre-produce certain parts for The Work at a location outside of The Client's premises, to be chosen by The Artist. For this purpose - and depending on the material used - this work may be performed by subcontractors engaged by The Artist.

Phase 3: Shipping of preproduced parts (20 April 2023 - 1 June 2023)

- The Artist organizes shipping of the preconstructed parts of The Work to The Clients location. The Client must without undue delay provide The Artist with all necessary information to realize the shipping and assist in the procedure by, and if deemed necessary by The Artist, engaging a customs broker to assist with the shipment, at the Client's expense.
- Upon delivery of the preconstructed parts of The Work at The Client's premises The Client must handle any off-loading of the truck, and store the parts of The Work indoors and secure until The Artist arrives for the installation phase.

Phase 4: Preparations by The Client (1 February 2023- 1 June 2023)

- Based on instructions given by The Artist, The Client must prepare the chosen location for The Work necessary prior to the beginning of Phase 5. This preparation can include, but not be limited to trimming of surrounding trees, removal of physical obstacles, modifications to the

surface level, and/or the making of concrete foundations. All preparations will be made at The Client's sole expense.

- Based on the material list sent by The Artist during Phase 1, The Client must source the reclaimed and natural materials, (for example pallet wood, leftover construction wood, wood from damaged trees etc) as well as assist The Artist in purchasing any necessary materials for creating The Work. All expenses for materials such as new construction wood, electronics, rope, steel for inner constructions etc which cannot be reclaimed or collected for free will be purchased at The Client's sole expense.

Phase 5: Construction and installation on site (31 July 2023 - 14 August 2023)

- The Artist (incl. team) arrives at the Client's premises to construct, install and embed the Work on or around 12th of June The Artist's team will consist of up to 6 of The Artists employees or contractors.
- Final delivery of The Work will take place no later than August 14th 2023.
- When necessary and requested by The Artist, The Client provides full collaboration by its staff and makes available at The Artists request, in good quality, and at The Clients sole expense, tools and machinery for heavy lifting, ground preparation, transportation of materials etc. to install the Work, for instance (but not be limited to):
 - Telescope lift
 - Safety lines
 - Gardening tools
 - Ground Drill
 - Welding equipment
 - Excavator
 - Pick-up trucks
 - Table saw
 - Chop saw
 - Circular sander
 - Band saw
 - Air compressor

- Nail guns
- Jigsaws
- Impact drivers
- Screwguns
- battery chargers
- Double Dewalt Chargers
- batteries
- batteries
- Saws-all
- electrical planer
- grinder
- cordless grinder
- hammers
- bit extenders
- Various blades, bits and screws

At all times The Client is fully responsible for its staff and equipment and controls the equipment made available. Any materials needed for the tools e.g., nails for the nail guns will be paid for by The Client.

- During phase 5 The Client, at The Client's sole expense, must provide an indoor workshop space of minimum 60 square meters, with electricity and a toilet close to the chosen locations of The Work. Alternatively, a large tent, with generators, and a mobile toilet must be setup on the premises allowing The Artist and team to work during rain.
- During phase 5 The Client must provide a minimum of 4 full time staff members with carpentry experience, to assist the build. The staff members will work alongside Artist's team for 37 hours a week. All expenses related to The Client's staff will be at The Client's sole expense.
- During phase 5 The Client, at The Client's sole expense, must provide a team of minimum 4 volunteers to assist the build for 8 hours per day. Each volunteer must sign up for a minimum of 4 hours per shift, and for minimum 4 days during phase 5. All coordination, insurance, catering etc of the volunteers is the responsibility of The Client at The Client's sole expense.
- During phase 5 The Client, at The Client's sole expense, must provide bicycles, golfcards or similar transportation for The Artist's team to quickly get around inside The Client's premises.

If requested by The Artist The Client must also provide up to 2 rental cars for The Artist, at The Client's sole expense.

- During phase 5 The Client must, at The Client's sole expense, provide housing for The Artist and The Artist's team. The housing option can be a hotel, rental house or similar and must be approved by The Artist prior to the Artist's (incl. team) arrival and must as a minimum meet the following requirements:
 - Maximum of 2 miles from The Client's premises. If further away The Client must provide pick up and drop off of each member of the Artist's team, Monday-Friday, at The Client's sole expense, if a rental car isn't provided – see above.
 - Each member of the Artist's team must have their own private room with electricity, heating/air-condition, wardrobe/closet, a comfortable bed, a door and minimum 1 window.
 - A minimum of 2 bathrooms/showers.
 - A fully equipped kitchen
 - common area with a TV, and preferably also outdoor common area, for example a porch.
 - Each member of the Artist's team must have at their disposal a bicycle at the location of accommodation.
- During phase 5, each member of the Artist's team shall be provided with a per diem of \$40 USD per person per day for meals, unless all meals are provided by The Client. All meals provided by the client during phase 5 must include nutritious vegetarian and vegan options.
- After the delivery of The Work, a standards maintenance plan is provided to The Client by The Artist.