



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-2016-0706-NT0001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Red Rock Films**, hereinafter referred to as the “production company,” subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as “**21st Century Carrier.**”

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION:

- Escorted access to NAS Fallon to film CVW-8 work-ups.
- Escorted embark aboard USS HERBERT WALKER BUSH (CVN-77) to film work-ups.
- Escorted embark aboard CVN-77 while deployed to the Fifth Fleet AOR to film underway operational activities.
- Escorted embark aboard CVN-77 during its return transit to homeport.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company’s rights in and to the photography and sound recordings made hereunder; the production company’s decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, **CDR** (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the **06 July 2016** version of the treatment/narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired.

DoD _____

Production Company _____

Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of **"21st Century Carrier."** The estimated amount shall be detailed and included (e.g., "see Attachment 2," etc.). The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099. For each of these individuals, the production company shall provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.

b. Hotel accommodations equivalent to those provided to the production company's crew.

8. By approving DoD production assistance for **"21st Century Carrier,"** DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any

DoD _____

Production Company _____

claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of "**21st Century Carrier.**" This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or other DoD-authorized publicly accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "Re-enactment" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than three (3) seconds and reappearing every subsequent ten (10) seconds for a period of three (3) seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story

DoD _____

Production Company _____

or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of **5** pages including **0** attachments. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of “**21st Century Carrier.**”

FOR THE DEPARTMENT OF DEFENSE

FOR **RED ROCK FILMS**

Signature and Date

Signature and Date

(b)(6)
DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

Sari Wiener
Head of Production
Red Rock Films
625 Sligo Avenue
Silver Spring, MD 20910

DoD _____

Production Company _____



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20160708-T-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **James Kelty and Associates, Inc.**, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as "A Navy Chaplain's Road to Sainthood."

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. **With DoD project officer escort and Pacific Fleet approval, Cmdr. (b)(6) (b)(6) will travel to Vietnam on tentative dates of 29 August – 7 September 2016. DoD project officer will ensure production adheres to historical elements and will coordinate with Vietnam Embassy public affairs officer.**

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the [enter date] version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired.

DoD (b)(6)

Production Company JAC

Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of "**A Navy Chaplain's Road to Sainthood.**" The estimated amount shall be detailed and included (e.g., "see Attachment 2," etc.). The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099. For each of these individuals, the production company shall provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.

b. Hotel accommodations equivalent to those provided to the production company's crew.

8. By approving DoD production assistance for "**A Navy Chaplain's Road to Sainthood,**" DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any

DoD (b)(6)

Production Company *JUL*

claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of "A Navy Chaplain's Road to Sainthood." This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or other DoD-authorized publicly accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "Re-enactment" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than three (3) seconds and reappearing every subsequent ten (10) seconds for a period of three (3) seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story

DoD (b)(6)

or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.


12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of five pages including no attachment(s). Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of "**A Navy Chaplain's Road to Sainthood.**"

DoI (b)(6) 

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

[Redacted]

July 16

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR JAMES KELTY AND ASSOCIATES,

James C. Kelty 7-11-2016
Signature and Date

James Kelty
President/ Producer
1493 Burton Drive
Cambria, CA 93428

DoD

(b)(6)

Production Company JK

**DEPARTMENT OF THE NAVY
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT**

**“Admiral Rickover and the Nuclear Navy”
PBS**

The United States Navy (the “Navy”) hereby agrees with Manifold Productions, Inc. (hereinafter referred to as “the Production Company”), subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production (the “Production”) of “Admiral Rickover and the Nuclear Navy” to be released by PBS.

The Production must be authentic in its portrayal of actual persons, places, military operations, and historical events. Fictional portrayals must depict a feasible interpretation of military life, operations, and policies.

The Production will be of informational value and considered to be in the best interest of public understanding of the U.S. Armed Forces, the Department of Defense and the Navy. The Production may provide information to the general public relating to, or enhancing, the U.S. Armed Forces recruiting and retention programs.

The Production should not appear to condone or endorse activities by private citizens or organizations when such activities are contrary to U.S. Government policy.

Official activities of military personnel in assisting the Production must be within the scope of normal military activities. With the exception of assigned Project Officer(s) and Technical Advisor(s), official personnel shall not be assigned to perform functions outside the scope of their normal duties.

LIST OF NAVY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

The Production Company will liaison with the Project Officer to request specific military equipment and/or personnel. The Project Officer will attain support materials and personnel as available. Project Officer will provide Navy contacts and establish cooperation between supporting Command and Production Company.

This agreement is subject to immediate revocation due to noncompliance with the terms herein with the possible consequence of the temporary suspension or permanent withdrawal of the use of some or all of the attached Navy resources identified to assist this project. **A list of supporting assets is outlined in Appendix A.**

It is agreed between the Navy and the Production Company as follows:

PREPARED BY
3 March 2011

(b)(6)

Producer's initials MO
Project officer's initials _____

(b)(6)

1. The Production Company agrees to consult with the Navy Documentary Project Officer in all phases of pre-production, production, and post-production that involves the Navy or depicts the Navy.
2. The operational capability and readiness of the Navy will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief or humanitarian assistance operations may temporarily or permanently preclude the use of Navy resources previously agreed to.
3. Permission to enter controlled military establishments carries with it the requirement to observe all military rules and regulations to include a waving of all rights to be filmed/photographed as part of an approved production. All personnel onboard the Navy installation filmed, photographed, interviewed or recorded during the Production are considered to be on duty and are precluded by regulation from receiving any compensation from the Production Company or any other party as a result of their appearance in the Production or subsequent authorized productions or use of their name, likeness or life story, or other rights for any purpose.
4. The Production Company will not ask individual service members or civilian employees of Navy organizations or private organizations affiliated with the Navy or its contractors to sign "personal releases," "location releases," "agreements," "contracts," or "standard forms." This document shall serve as permission to record images of all personnel onboard the Navy installation.
5. There will be no deviation from established Navy safety standards. The Navy Project Officer in addition to the public affairs officers at individual commands will coordinate such standards and compliance. The Navy agrees to provide the Production Company advance notice of such safety or conduct standards upon request by the Production Company.
6. All Navy property damaged or used by the Production Company and all Navy facilities damaged or used by the Production Company in connection with the Production will be restored by the Production Company to the same or better condition as when they were made available for the Production Company's use.
7. As a condition of Navy assistance, the Production Company agrees:
 - a. To indemnify and hold harmless the Navy, their agencies, officers, and employees, against any claims (including claims for personal injury and death, damage to property, and reasonable attorney's fees) directly arising from the Production Company's possession or use of Navy property in connection with this Production, but shall not in any event indemnify or hold harmless the Navy, their agencies, officers, and/or employees from and/or against any claims arising from defects in property and/or negligence on the part of the Navy, their agencies, officers, and/or employees;
 - b. To maintain insurance in amounts and under terms and conditions as may be required by the Navy to protect its interests in the property involved.

PREPARED BY:
3 March 2011

(b)(6)

Producer's initials JAP
Project officer's initials _____

(b)(6)

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8. Further, the Production Company will:

a. Not carry onto DoD property controlled substance or alcoholic beverage without prior coordination with the Navy project officer or on-site representative;

b. Not carry onto DoD property any real or prop firearms, weapons, or explosives or any special effects devices or equipment, which cause or simulate explosion, flashes, smoke, flares, fire, loud noises, etc., without prior approval from the Navy documentary project officer or assignee(s);

9. For any additional Navy assistance required beyond those previously identified in the Navy requirements list, the Production Company must obtain prior approval from the Navy Project Officer, who will coordinate such requirements with the Navy component(s) involved.

10. The Footage shall only be used for inclusion in the Production and will not be reused for or sold for use in other productions or episodes without Navy approval. "Footage" shall be defined as all material (photography and sound recording) taken or shot at Navy installations, exclusive of interviews, in the process of making this production. The Production Company and its assignees shall have the right to exploit the Footage in connection with the Production, including the right to use such photographs, recordings and interviews contained in the Footage, in any and all media and ancillary markets, now known or hereafter devised (including, without limitation, television, basic and/or pay cable, television exhibition, home video, internet, interactive media and theme parks), including promotional material relative thereto, throughout the World in perpetuity.

11. The Production Company agrees to place a credit in the Production acknowledging the Navy assistance provided. At a minimum, the credit shall read: "United States Navy". However, the Production can add credit of Project Officer and other Navy Commands that provided support for the production. This should be coordinated with the Project Officer. Such acknowledgements shall be in keeping with the industry customs and practices. Because a Navy credit is widely construed as an implied endorsement of a Production's content, the Navy Project Officer will be allowed to view the roughly edited Production containing the Footage prior to authorizing screen credit should they make that request.

12. The Production Company agrees to provide two (2) DVD copies to the Navy for historical purposes, when such DVD becomes available for commercial distribution. The Navy agrees to exhibit the DVD only for internal informational or morale purposes.

13. The undersigned Navy and Production Company representatives will initial each page of this license agreement. All rights of every kind in and to the Footage shall be solely owned in perpetuity by the Production Company and any licensee or assignee ("successor") of the Production Company, and neither the Navy nor any Navy personnel or civilian employees shall have any right of action, including, without limitation, any right to injunctive relief against the Production Company or its successor and/or any other party arising out of use or nonuse of the Footage and other rights granted hereunder.

PREPARED BY (b)(6)
3 March 2011

Producer's initials MP
Project officer's initials _____

(b)(6)

AGREED TO AS OF 3 March 2011

(b)(6)


FOR THE PRODUCTION COMPANY

(b)(6)

Project Officer
Naval Sea Systems Command
1240 Isaac Hull Ave SE
Washington Navy Yard, D.C., 20376

Michael Pack
Producer
Manifold Productions, Inc
5508 Surrey Street
Chevy Chase, MA 20815
301-941-0445

(b)(6)

A copy of this agreement signed by both parties will be sent to the Public Affairs Officer of all commands involved in the Production.

PREPARED BY: (b)(6)
3 March 2011

Producer's initials MP
Project officer's initials (b)(6)

Appendix A

With approval of the appropriate local Public Affairs Officer, the production company is authorized:

1. To perform introductory visits at Navy facilities related to the subject matter of the documentary.
2. To film at agreed upon locations on Navy facilities. Depending on the filming locations, security review of film may be required prior to release.
3. To have access to unclassified Naval historical items and archives that are relevant to the history of Admiral Rickover and the Nuclear Navy.

Deviation from this schedule must be approved by The Navy Office of Information documentary Project Officer.

PREPARED BY: (b)(6)
3 March 2011

Producer's initials MP
Project officer's initials (b)(6)

**U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-2014-0914-ND-00001**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with Red Rock Films hereinafter referred to as the “Production Company,” subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television show known at this time as “Air Warriors.”

**LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF
PRODUCTION [see Attachment 1].**

It is agreed between DoD and the production company that:

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company’s rights in and to the photography and sound recordings made hereunder; the production company’s decisions with respect to these recordings shall be final.

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the August 22, 2014 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request
5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.
6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of "Air Warriors." The estimated amount shall be detailed and included.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company shall provide:

8. By approving DoD production assistance for "Air Warriors," DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of "Air Warriors." This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on “The Pentagon Channel” or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.
- f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. The roughly edited version must include subtitles or include voiceover in English so that the content may be reviewed accurately. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the “Special Thanks” section (if any), substantially in the form of “Special Thanks to the United States Department of Defense,” with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of four pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of Air Warriors.

FOR THE DEPARTMENT OF DEFENSE

FOR RED ROCK FILMS

Signature and Date

Signature and Date

(b)(6)

DoD Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

Sari Wiener
Director of Production
Red Rock Films
4207 Rosemary Street
Chevy Chase, M.D 20815

ATTACHMENT 1

The United States Department of Defense (hereinafter referred to as “DoD” acting on behalf of the United States of America, hereby agrees with Red Rock Films, (hereinafter referred to as “Production Company”) subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a Production Company feature documentary TV series known as Air Warriors. This contract is an attachment to the production assistance agreement between the Production Company and the DoD dated 12 Sep 2014.

U.S.Navy

1. Access to Naval Air Station Whidbey Island, Wash. Sept. 22-23, 2014
2. Access to Electronic Attack Squadron VAQ-132 personnel and aircraft
3. Access to a static display Growler with pilot for a "Walk and Talk" interview and capture of beauty shots.
4. Access to Growler training simulator to capture b-roll.
5. Clearance to capture Growler flight b-roll during duration of shoot with on-site approval.
6. Clearance for interview with (b)(6) regarding his experiences flying the Prowler during Operation Desert Storm. (b)(6) is currently a contractor working at VAQ-132.
7. Clearance for interview with (b)(6) regarding his experiences flying the Growler during Operation Odyssey Dawn. (b)(6) is currently stationed at NAS Patuxent River.

FOR THE DEPARTMENT OF DEFENSE

FOR RED ROCK FILMS

Signature and Date

(b)(6)
DoD Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301
Chevy Chase, M.D 20815

Signature and Date

Sari Wiener
Director of Production
Red Rock Films
4207 Rosemary Street



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-052714-T-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with the Indigo Films hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television show known at this time as All World Access.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With escort and approval from NAVINFO West and local command, to embark and film USS Constitution's Independence Day turnaround cruise, July 4, 2014.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.

2. DoD has approved production assistance as in the best interest of DoD, based on the May 27, 2014 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support

DoD _____

Production Company 

to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of All World Access. The estimated amount shall be detailed and included.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company shall provide:

- a. Roundtrip travel, lodging and per diem from Los Angeles, CA to Boston, MA for one NAVINFO West Project Officer to arrive one day before filming and depart day after.


8. By approving DoD production assistance for All World Access, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of All World Access. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at

DoD _____

Production Company 

its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company

DoD _____

Production Company 

from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of four pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of All World Access.

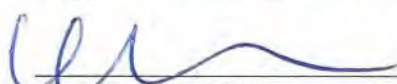
FOR THE DEPARTMENT OF DEFENSE

Signature and Date

(b)(6)

DoD Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR INDIGO FILMS

 5/30/14

Signature and Date

Name Lindsay Kelliner
Title Coordinating Producer
Address 155 N Redwood Dr.
Ste 250
San Rafael, CA 94903

DoD _____

Production Company 



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20170407-N-T-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **American Pickers 9 Productions Inc.**, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as **American Pickers**.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. **With Naval History and Heritage Command approval and escort, permission to film b-roll and interview tentatively scheduled for either May 16, 2017 at the Washington Navy Yard.**
2. **A bell previously belonging to the USS Cole was unknowingly purchased by the hosts of the show, and they will be returning it to NHHC Headquarters Historic Artifact Collection. Segment will include interview with the head of the NHHC curator branch, Ms. Karen France.**

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.

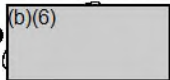
2. DoD has approved production assistance as in the best interest of DoD, based on the **April 7, 2017** version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

DoD (b)(6)

Production Company *KVA*

3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.
4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.
5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.
6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of **American Pickers**. The estimated amount shall be detailed and included (e.g., "see Attachment 2," etc.). The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.
7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099. For each of these individuals, the production company shall provide:
 - a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.
 - b. Hotel accommodations equivalent to those provided to the production company's crew.
8. By approving DoD production assistance for **American Pickers**, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.
9. As a condition of DoD assistance, the production company shall:

DoD



a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of **American Pickers**. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

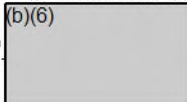
d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials only for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or other DoD-authorized publicly accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "Re-enactment" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than three (3) seconds and reappearing every subsequent ten (10) seconds for a period of three (3) seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. The DoD agrees to provide feedback in writing to the production within three (3) business days of receipt of the rough cut of the program. If the DoD fails to provide the production company with its comments within said three (3) business days, the DoD shall be deemed to have approved the rough cut of the program and the production company shall be free to complete the program without any further comment from the DoD. Such comment and approval shall not be unreasonably withheld. This is to allow DoD to confirm the military

DoD



sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. Subject to broadcaster approval, the production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of **five (5)** pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of

DoD (b)(6)

Production Company *RWZ*

use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of **American Pickers**.

FOR THE DEPARTMENT OF DEFENSE


(b)(6)

Signature and Date

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR AMERICAN PICKERS 9
PRODUCTIONS INC.

 5/4/17
Signature and Date

Reina Nishida-Lee
Line Producer
161 Avenue of the Americas, 5th Floor
New York, NY 10013

DoD

(b)(6)



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20162502-ND-002

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **BOSS Outdoor Productions**, hereinafter referred to as the “production company,” subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television show known at this time as ***The American Rifleman***.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With approval from the Navy Office of Information West and Joint Base Pearl Harbor–Hickam to provide escorted access in mid-March 2016 aboard Navy property to capture original broll supporting an episode highlighting the firearms and firepower used during World War II battles fought in the Pacific.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company’s rights in and to the photography and sound recordings made hereunder; the production company’s decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the February 25, 2016 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these

DoD (b)(6)

Production Company

circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request
5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.
6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of *The American Rifleman*. The estimated amount shall be detailed and included.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD.
8. By approving DoD production assistance for *The American Rifleman*, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of *The American Rifleman*. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

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Production Company 

- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.
- f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from

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Production Company 

using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of four pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of *The American Rifleman*.

FOR THE DEPARTMENT OF DEFENSE

FOR BOSS OUTDOOR PRODUCTIONS

(b)(6)

Signature and Date

(b)(6)

DoD Documentaries Officer
OASD(PA)
The Pentagon

 2-25-2016
Signature and Date

616 Fairway Court

Covington, Louisiana 70435

(504)355-6371

DoD (b)(6)

Production Company 



**U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20170314-T-001**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **C-SPAN's American History TV**, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as **American Artifacts**.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. Access to Washington Navy Yard to support the following:
 - a. Filming of Washington Navy Yard Tour on April 10, 2017 conducted by Thomas Freeza, Exhibit Specialists for National Museum of U.S. Navy.
2. Archival stock footage to support tour.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the February 8, 2017 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

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3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of [enter title of production] . The estimated amount shall be detailed and included (e.g., "see Attachment 2," etc.). The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099. For each of these individuals, the production company shall provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.

b. Hotel accommodations equivalent to those provided to the production company's crew.

8. By approving DoD production assistance for **American Artifacts**, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

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9. As a condition of DoD assistance, the production company shall:

- a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of **American Artifacts**. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.
- b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.
- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or other DoD-authorized publicly accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.
- f. Identify any and all re-enactments by placing the word "Re-enactment" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than three (3) seconds and reappearing every subsequent ten (10) seconds for a period of three (3) seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated.

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11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a link so that the entire program will be viewable to DoD at any time via c-span.org link after its initial first air date. R.H.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of five (5) pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of **American Artifacts**.

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FOR THE DEPARTMENT OF DEFENSE

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Signature and Date

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DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR C-SPAN's American History TV

 3-27-17
Signature and Date

Richard Hall
Producer & Video Journalist
400 North Capitol St. NW.
Suite 650
Washington, D.C. 20001

DoD

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U.S. DEPARTMENT OF DEFENSE
TELEVISION SHOW PRODUCTION ASSISTANCE AGREEMENT
20140108-T-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with the Wild Dream Films hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television show known at this time as Ancient Impossible.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With Navy escort and local command approval, to film aboard designated aircraft carrier and interview Navy-approved shipboard representatives in support of Ancient Impossible. (Embark currently scheduled for April 3, 2014 aboard USS Ronald Reagan.)
2. All filming requests will be approved by USS REAGAN PAO with the concurrence of NAVINFO West Project Officer.
3. No access to carrier control areas, such as Reactor Dept. spaces.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the March 5, 2014 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired.

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Production Company

Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of Ancient Impossible. The estimated amount shall be detailed and included.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

- Approximate cost of aboard-ship lodging, per diem, etc., for film crew and project officer, estimated at \$50.00 per person to be paid upon embarkation. CASH ONLY.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD.

8. By approving DoD production assistance for Ancient Impossible, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of Ancient Impossible. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies

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Production Company

officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

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Production Company 

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of four pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of Ancient Impossible.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

DoD Officer
OASD-PA Room 2D982

Pentagon, Washington, DC 20301

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FOR WILD DREAM FILMS

Signature and Date


Katie Gilbert
Producer
122 Bute Street
Cardiff, United Kingdom CF10 5AE

Production Company

NOT USED

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Production Company 



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-06022014-D-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with the Jukeboxer Productions hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television show known at this time as **Around the World...Under the Sea: A Cold War Tale.**

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With local command approval and escort, to film approved exterior and interior areas of Submarine Force Library Museum in Groton, Connecticut. Tentative filming dates are June 11-12, 2014.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the June 2, 2014 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative

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Production Company *KDF*

impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of *Around the World...Under the Sea: A Cold War Tale*. The estimated amount shall be detailed and included.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

--No additional costs incurred.--

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company shall provide:

--No additional travel expenses incurred.--

8. By approving DoD production assistance for *Around the World...Under the Sea: A Cold War Tale*, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of *Around the World...Under the Sea: A Cold War Tale*. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

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b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography

DoD (b)(6)

Production Company KDF

and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of four pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of Around the World...Under the Sea: A Cold War Tale.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

(b)(6)
DoD Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR JUKEBOXER PRODUCTIONS

Kevin D. Finch 6/3/2014
Signature and Date

Name *Kevin D. Finch*
Title *Producer / Director*
Address *335 Thoroughbred Circle
Lexington, VA 24450*

DoD (b)(6)

Production Company *KDF*

OFFICIAL REQUEST FOR DOD PRODUCTION ASSISTANCE

We are pleased that you are interested in producing a product involving the United States Navy. This office was established to aid motion picture and television producers arrange official production assistance with the Department of Defense (DoD) and the Department of the Navy (DoN). Final approval of Navy assistance rests in Washington, DC, by concurrence of the Navy Chief of Information (CHINFO).

You will be assigned a Project Officer. That Officer will be your liaison to the US Navy. Please ensure that if you have any questions or changes to your request that you contact your Project Officer. To ensure film productions do not interfere with the Navy's mission, the production company must not contact a naval command directly. The Project Officer will attain resources, support materials, and personnel as available. The Project Officer will provide Navy contacts and establish cooperation between the supporting command and production company when appropriate.

NAVINFO WEST considers many requests for Navy support on a daily basis. So, it is important to ensure your request is submitted early, with **DISTRIBUTION and FUNDING** in place. We fully understand and respect the deadlines your production must meet and we will do our very best to assist you and accommodate your request. However, we must also consider other projects we are working on, the needs of the US Navy, and the missions of each potential supporting command.

Principles Governing Assistance:

1. The production must be consistent with the goals and aims of the DoD and DoN and/or be in the national/Navy's best interest.
2. Military operations, historical incidents, persons, and places are to be depicted in such a manner as to give a true portrayal or interpretation of military life. Standards of dignity and propriety will be a consideration.
3. Operational readiness of the armed forces shall not be impaired by cooperating with the production. The production company must reimburse the government for any extra expenses incurred during the production assistance.
4. There will be no deviation from established DoD safety standards.

Please fill out the following form and e-mail it back to your Project Officer. A very detailed description of the type of assistance your project is required. Lack of details and specific items could delay the approval process. Thank you for your interest in the United States Navy!

In order to evaluate your request for DoD assistance, please provide the following information:

We will not consider requests without supporting documents.

Please accompany your request with a professional-grade treatment/script and full documentation verifying funding and distribution. All documents submitted are treated as strictly confidential.

Prerequisites for assistance are:

1. Full funding and distribution
2. A full script or treatment provided for review
3. Willingness to comply to our production assistance requirements:
 - a. Rough cut review before production officially airs. (Solely for fact-checking, not editorial.)
 - b. Roundtrip travel and lodging for escorting project officer from Los Angeles to filming destination.

PRODUCTION INFO:

Project title/Working title:

Around the World ... Under the Sea: A Cold War Tale

PRODUCER/ PRODUCTION POINT OF CONTACT (POC):

Name: Kevin Finch

Company: Box 4 Productions and Jukeboxer Productions

Title: Producer/Director

Address: 204 W. Washington St.

City: Lexington State: VA

Zip code 24450

Country: USA

Email: finchk@wlu.edu and kfinch13@hotmail.com

Phone Number: 317-997-1808 (cell) 540-458-8218 (office)

FUNDING (List all relevant contributors and contact information.) As per DoD policy, full funding must be in place before Navy approval can take place.

Lenfest Grant, Washington and Lee University

Provide documentation verifying funding.

DISTRIBUTION (include point of contact info and agreement documentation verifying distribution): As per DoD policy, distribution must be secured and verified before Navy approval can take place.

Targeted distribution:

American Heroes Channel

PBS

Provide documentation verifying distribution.

SYNOPSIS (brief narrative description/treatment of the project):

Please see attached treatment.

WEBSITE LINKS:

REQUEST (assistance requested from Navy): (Please BE SPECIFIC). Include broll/archive requests and/or specific personnel requested to be interviewed.)

We would like to use the Submarine Force Museum in Groton, Connecticut as a backdrop for an interview with (b)(6) We would conduct the interview on Thursday, June 12, 2014. We would like to shoot b-roll of Triton artifacts in the museum on Wednesday, June 11, also in the museum.

REQUESTED FILM DATE/DATE ASSISTANCE REQUESTED:

(Include crew size, list of gear and equipment to be brought onto base/ship, and filming time length required)

Dates: June 11 and 12, 2014

Crew: Two: Director of Photography David N. Hodge; Producer/Director Kevin Finch

Gear: Sony HD Video camera, tripod, light kit, wireless microphone, support gear.

NOTES (any additional information to support your request):

Producer/Director Kevin Finch has covered other Navy stories and produced other works involving the Navy.

- **Covered 9/11 in Washington and interviewed personnel from Crane Naval Weapons Center who were in the Pentagon at the time**
- **Covered pre-commissioning activities of the USS Abraham Lincoln in Norfolk**
- **Wrote a cable network documentary, narrated by former ABC News anchor/reporter Steve Bell, on (b)(6) a POW in North Vietnam**

Please accompany your request with a professional-grade treatment/script and relevant documentation verifying funding and distribution. All documents submitted are treated as strictly confidential.

Upon receipt of the above information, we will evaluate your request and respond with our decision.

U.S. DEPARTMENT OF DEFENSE PRODUCTION ASSISTANCE AGREEMENT
DoD – Betty White’s Smartest Animals in America
(Project #DoD-2014-0717-NT-00002)

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Icon Films**, hereinafter referred to as the “Production Company,” subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of the television series presently known as “Betty White’s Smartest Animals in America”, hereinafter referred to as the “TV series.”

LIST MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION
(Attachment 1).

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist the production. In the event of dispute, the Production Company will be given a written notice of non-compliance by the DoD project officer. The Production Company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, in no event shall the DoD be entitled to rescind, interfere, and/or enjoin Production Company’s ownership, use, production, broadcast, exhibition, distribution, marketing, advertising, publicity, promotion or other exploitation of the rights granted to it and/or any material produced hereunder and nothing contained herein shall restrict any of the Production Company’s right in and to the photography and sound recordings made hereunder; the Production Company’s decisions with respect to these recordings will be final.

It is agreed between DoD and the Production Company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer or his designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of the TV series. The DoD project officer is the military technical advisor and all military coordination must be approved and coordinated through him. The Production Company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involve or depict the U.S. military. In addition to the DoD project officer, the DoD may assign a military subject matter expert (SME) to the production to oversee specific aspects of the TV series.
2. Any and all Marine Corps assistance and/or participation will be coordinated with the Marine Corps Motion Picture and Television Liaison Office in Los Angeles and will be detailed in separate addendums to this PAA. A representative of the Marine Corps Motion Picture and Television Liaison Office will be on-site at the production company's expense for any filming on Marine Corps property and/or with Marine Corps personnel.

3. The Production Company will cast actors, extras, doubles, and stunt personnel portraying Servicemembers who conform to individual Military Service regulations governing age, height and weight, uniform, grooming, appearance, and conduct standards. DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of these portrayals cannot be resolved in negotiation between the Production Company and DoD within the 72-hour cure period; provided, however, in the event of disagreement, the Production Company’s decisions shall be final and binding but the DoD may elect to terminate any future DoD assistance to the Production Company in connection with the TV series (but nothing contained herein shall restrict any of the Production Company’s rights in and to the photography and sound recordings made hereunder). The DoD project officer will provide written guidance specific to each Military Service being portrayed.
4. DoD has approved production assistance as in the best interest of DoD, based on a review by NAVINFOWEST, SPAWAR and OSD of each episode. The Production Company must obtain, in advance, DoD concurrence for any subsequent changes to the military depictions made to either the picture or the sound portions of the TV series, before the TV series is exhibited to the public. The Production Company agrees to advise the DoD project officer of these changes, including those that may be made during post-production; provided, however, in the event of disagreement, the Production Company’s decisions with respect to such changes, if any, shall be final and binding; provided further, that in the event of a disagreement, the DoD may elect to terminate any future assistance to the Production Company in connection with the TV series (but nothing contained herein shall restrict any of the Production Company’s rights in and to the photography and sound recordings made hereunder).
5. The operational capability and readiness of the Military Service will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief or sequestration may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.
6. There will be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee will coordinate such standards and compliance therewith. DoD will provide the Production Company advance notice of such safety or conduct standards upon request by the Production Company.
7. All DoD property or facilities damaged, used, or altered by the Production Company in connection with the production will be restored by the Production Company to the same or better condition, normal wear and tear excepted, as when they were made available for the Production Company’s use.
8. The Production Company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of the TV series. The estimated amount will be detailed and included upon request by the Production Company.

- a. DoD agrees to provide statements of charges assessed by each installation or DoD component providing assets to assist in the production within 45 days from the last day of the month in which TV series is completed. Reimbursements are to be restored to each specific account from which they are drawn to assist the production.
 - b. The Production Company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.
 - c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within 45 days from the last day of the month in which TV series is completed.
9. The Production Company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD project officer, the DoD Director of Entertainment Media or his or her designee, and any other assigned military technical advisor(s), subject matter expert(s) and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the Production Company will provide:
- a. Round trip travel and transportation to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.
 - b. Round trip travel and transportation to screening locations where it is essential that DoD personnel be present, as deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.
 - c. A full-size vehicle (with fuel and with loss, damage, and collision automobile insurance paid for by the production company) for his or her personal use during the TV series filming, including for his or her stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided. Note: Personnel may opt to use private owned conveyance and submit reimbursement claim for mileage/fuel.
 - d. Hotel accommodations equivalent to those provided to the Production Company’s crew.
 - e. A dedicated, on-location trailer room or other comparable work space with full Internet access, desk, seating, and en-suite toilet.
10. By approving DoD production assistance for the TV series, DoD hereby provides a general release to the Production Company for the use of any and all photography and sound recordings of any and all Servicemembers, equipment, and real estate, subject to the limitations in paragraph 13 of this agreement.

11. As a condition of DoD assistance, the production company will:

- a. Indemnify and hold harmless DoD, its agencies, officers, and employees against and claims (including claims for personal injury and death, damage to property, and reasonable outside attorneys’ fees) arising from the Production Company’s possession or use of DoD property or other assistance in connection with this production of the TV series, to include pre-production, post-production, and DoD-provided orientation or training. This provision will not in any event indemnify or hold harmless DoD, its agencies, officers and / or employees from or against any claims arising from defects in DoD property and/or negligence and / or willful misconduct on the part of DoD, its agencies, officers or employees.
- b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The Production Company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.
- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the TV series, and to allow DoD the use of Production Company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials are for the purpose of communicating how DoD is assisting in the TV series. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on “The Pentagon Channel” or other publicly- accessible media source, which imagery will not be posted on any DoD Media until after the initial theatrical release of the TV series. Either at the time DoD has provided production assistance to production company or shortly thereafter, both Production Company and DoD public affairs personnel will work together on making a determination of when will be an appropriate time to make such imagery available on the DoD website or on “The Pentagon Channel” or other publicly-accessible media. Therefore no DoD personnel will photograph actual TV series, talent, or sets without the prior approval of the Production Company.

12. The Production Company will provide the DoD project officer with whatever internal communications equipment it is supplying to Production Company crew members to communicate on the set during production of military-themed sequences. The Production Company will also supply the DoD project officer with earphones to monitor military-themed dialogue and other sound recording during these periods.
13. The Production Company will screen for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated; to allow DoD to confirm the military sequences conforms to the agreed script, but only to the extent required to allow DoD to confirm that the tone of the military sequences substantially conforms to the scripted sequence agreed upon by DoD; provided, however, in the event of disapproval by the DoD, the Production Company’s decisions with respect to such changes, if any, shall be final and binding; provided further, that in the event of a disapproval, the DoD may elect to terminate any future assistance to the Production Company in connection with the TV series (but nothing contained herein shall restrict any of the Production Company’s rights in and to the photography and sound recordings made hereunder).
14. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the Production Company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.
15. The Production Company will also provide the opportunity to the DoD Project Officer and the Director of Entertainment Media in Washington, D.C. to screen the completed production, prior to its public exhibition.
16. Subject to studio approval and restrictions, the Production Company will use its best efforts to place a credit in the end titles, substantially in the form of “Military Assistance Courtesy of the United States Department of Defense,” acknowledging the military assistance provided, all other aspects at Studio’s sole discretion. Such acknowledgment(s) shall be in keeping with industry customs and practices, shall be of the same size and font used for other similar credits in the end titles. Any inadvertent failure to accord such credit will not be a breach of this Agreement.
17. The Production Company will provide DoD with five (5) copies of all promotional and marketing materials (e.g., electronic press kits, one-sheets) for internal information and historical and public purposes in documenting DoD assistance to the production.
18. The Production Company will provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes, following the initial video release of the TV series. DoD will not exhibit these DVDs or copy them. DoD is allowed to use short clips from them in official presentations for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose. In the event any talent is depicted in any such clips, DoD understands that it must, at its own expense, obtain all required authorization; clearances,

consents, and releases from such talent prior to using such clips in said presentation.

19. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD project officer and assigned official technical advisor(s) and subject matter expert(s), whose activities must be consistent with their authorized additional duties. Military personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service regulations. In such cases, these conditions apply:
 - a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.
 - b. The DoD project officer will ensure that Military personnel will comply with standards of conduct regulations in accepting employment.
 - c. The Production Company is responsible for any disputes with unions governing the hiring of non-union actors or extras.
20. The Production Company may make donations or gifts in-kind to morale, welfare, and recreation programs of the military unit(s) involved; however, donations of this kind are not at all required, and are not in any manner a consideration in the determination of whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD project officer.
21. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.
22. This agreement consists of nine (8) pages which includes one (1) Attachment. Each page will be initialed by the undersigned DoD and production company representatives. Production Company shall be the sole owner of any and all rights to the TV series, in any and all media, whether now known or hereafter devised, in perpetuity, throughout the universe, including all rights granted herein, which include all rights of every kind in and to the photography and recordings made in and about the DoD Property, DoD materials, and insignia, solely in connection with the TV series. Production Company shall have the unfettered right to license, assign, and otherwise transfer any or all rights acquired in this Agreement to any person or entity. DoD will not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography or sound recordings.
23. Pursuant to the terms and conditions of this Agreement, Production Company has the right to enter locations designated by DoD and to photograph, reproduce, replicate, fictionalize, and use the real and personal property, exterior and interior premises (including the name, signs, and identifying features thereof) and to bring personnel and equipment on the DoD designated premises and remove the same.

24. DoD and Military Service seals are protected by law from unauthorized use, but these seals and or various emblematic devices may be used in this production for technical accuracy. Whether such use is appropriate will be determined by the Office of the Assistant Secretary of Defense for Public Affairs, in consultation with the Military Services. This agreement in no way grants the Production Company any ownership rights or licenses or other permissions to use any DoD seals, emblems, or other identifying indicators for any purpose other than in this production.
25. All U.S. DoD uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use still and motion photography and sound recordings of U.S. Department of Defense uniformed and civilian personnel, obtained during the course of this production, and through DoD archival sources. However, none of these materials will be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the Production Company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.
26. The Production Company will place a credit in the end titles immediately above the “Special Thanks” section (if any), substantially in the form of “Special Thanks to the United States Department of Defense,” with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

FOR THE DEPARTMENT OF DEFENSE

FOR ICON FILMS

Signature/Date

(b)(6)

Director, Entertainment Media
The Pentagon, Room 2E966
Washington, D.C. 20301-1400

Signature/Date

Rebecca Lee
Production Manager
Betty White’s Smartest Animals in America
3rd Floor College House, 32-36 College Green
Bristol, UK BS15SP

ATTACHMENT 1

The United States Department of Defense (hereinafter referred to as “DoD” acting on behalf of the United States of America, hereby agrees with Icon Films, (hereinafter referred to as “Production Company”) subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a Production Company feature TV series known as “Betty White’s Smartest Animals in America.” This contract is an attachment to the production assistance agreement between the Production Company and the DoD dated 17 July 2014.

U.S. Navy

1. Approval for use of excerpts from the SPAWAR produced video “Navy Marine Mammal Humanitarian Mine Action (HMA)”.

FOR THE DEPARTMENT OF DEFENSE

FOR ICON FILMS

Signature/Date

(b)(6)

Director, Entertainment Media
The Pentagon, Room 2E966
Washington, D.C. 20301-1400

Signature/Date

Rebecca Lee
Production Manager
Betty White’s Smartest Animals in America
3rd Floor College House, 32-36 College Green
Bristol, UK BS15SP



U.S. DEPARTMENT OF DEFENSE
TELEVISION SHOW PRODUCTION ASSISTANCE AGREEMENT
DoD-003-09July2013

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with Tremendous! Entertainment hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television show known at this time as Bizarre Foods.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. Pending availability and local command approval, to film in available spaces aboard USS Mesa Verde (LPD 19) and USS Arlington (LPD 24) on or about July 9-17, 2013.
2. To interview willing and available U.S. Navy personnel on or about July 9-17, 2013.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the July 09, 2013 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative

Do (b)(6)

Production Company

impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of Bizarre Foods. The estimated amount shall be detailed and included.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company shall provide:

--No DoD travel or accommodations are required for this production.--

No additional required

in this production

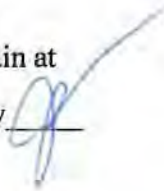
8. By approving DoD production assistance for Bizarre Foods, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of Bizarre Foods. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at

Do (b)(6)

Production Company 

its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

still to be worked out on details of releases & what will be shot

f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

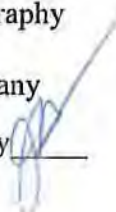
10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

- DoD to review rough cut of program & provide changes within 72 hrs.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company

DoD (b)(6)

Production Company 

from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.


16. This agreement consists of four pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of Bizarre Foods.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

(b)(6)
DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301


FOR TREMENDOUS! ENTERTAINMENT

 7/8/13
Signature and Date

Erin Anzalone *Jane E. Durkee*
Line Producer *Chief Operating Officer and*
Vice-President
10100 Viking Dr., Suite 200
Eden Prairie, MN 55344

JANE E. DURKEE
CHIEF OPERATING OFFICER
TREMENDOUS! ENTERTAINMENT, INC.
jane@tremendousinc.com

Do (b)(6)

Production Company 



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20170330-T-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **The Country Network**, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as **Brave Men-Music Video**.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. **With local command approval and escort, permission to film b-roll of various locations April 7, 2017 on Naval Station Norfolk.**
2. **Tentative film locations to include a ship (if available), squadron hangar, meet and greet with uniformed Sailors, b-roll of working Sailors, and singer, Colton James, performing in front of a crowd of Sailors.**
3. **Project will highlight the diversity of the Navy and feature both male and female Sailors.**

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

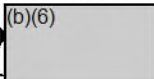
1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the **March 30, 2017** version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

DoD (b)(6)

Production Company Dm

3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.
4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.
5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.
6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of [enter title of production] . The estimated amount shall be detailed and included (e.g., "see Attachment 2," etc.). The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.
7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099. For each of these individuals, the production company shall provide:
 - a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.
 - b. Hotel accommodations equivalent to those provided to the production company's crew.
8. By approving DoD production assistance for **Brave Men-Music Video**, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.
9. As a condition of DoD assistance, the production company shall:

DoD



a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of **Brave Men-Music Video**. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or other DoD-authorized publicly accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "Re-enactment" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than three (3) seconds and reappearing every subsequent ten (10) seconds for a period of three (3) seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation

DoD (b)(6)

Production Company Dm

from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

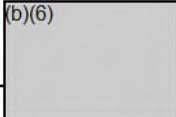
12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of **five (5)** pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of **Brave Men-Music Video**.

DoD  (b)(6)

Production Company Dm

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR THE COUNTRY NETWORK

Don Mills

Signature and Date

Don Mills
Senior Producer
6125 Airport Freeway
Haltom City, TX 76117

DoD (b)(6)



**U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-0524-NT-001-2016**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby expresses its intent, subject to the provisions herein, to provide to **Asylum Entertainment**, hereinafter referred to as the "production company," the assistance itemized in this Production Assistance Agreement (Agreement) in conjunction with the production of a documentary known at this time as **BREAKTHROUGH**. This Agreement expresses the terms under which DoD intends to provide assistance. This Agreement does not authorize the obligation of any United States funding, nor should it be construed as a contract, grant, cooperative agreement, other transaction, or any other form of procurement agreement.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION – SEE ATTACHMENT ONE

The DoD will make reasonable efforts to provide the assistance requested in the request for DoD documentary assistance, to the extent approved by DoD, and subject to the limitations contained herein.

This Agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD project officer. The production company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. If such Agreement is either suspended or terminated, the sole right of the Production Company to appeal such decision is to the DoD designee responsible for coordinating assistance for documentary productions. The requirements in Department of Defense Instruction 5410.16 shall apply to this Agreement.

It is understood between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor, and all military coordination must go through him or her. The production company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involves or depicts the U.S. military. The local unit/installation public affairs officer, or a designated official, may serve as the official onsite DoD representative for this project and will act as the interface between the film crew and military units providing both filming and logistical support.

2. DoD has approved production assistance as in the best interest of DoD, based on the January 6, 2016, version of the script, treatment, or narrative description to the extent agreed upon by DoD. The production company must obtain, in advance, DoD concurrence for any subsequent

DoD (b)(6)

Production Company *SM*

changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

3. The operational capability and readiness of the Military Components will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There will be no deviation from established DoD safety and conduct standards. The DoD project officer, or his or her designee, will coordinate such standards and compliance therewith. DoD will provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production will be restored by the production company to the same or better condition, cleaned and free of trash, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of **BREAKTHROUGH**. The estimated amount will be detailed and included in this Agreement or as an attachment to it.

7. The production company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, including, but not limited to fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

8. The production company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD project officer, the DoD documentary officer, or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and the DoD documentary officer.

b. Hotel accommodations equivalent to those provided to the production company's crew.

9. By approving DoD production assistance for **BREAKTHROUGH**, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in this Agreement (e.g., including, but not limited to, Paragraphs 11-14).

10. As a condition of DoD assistance, the production company will:

DoD (b)(6)

a. Indemnify and hold harmless the DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of **BREAKTHROUGH**. This provision will not in any event require production company to indemnify or hold harmless the DoD, its agencies, officers, or employees from or against any claims arising from defects in DoD property or negligence on the part of DoD, its agencies, officers, or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are may be used to show DoD viewers how DoD is assisting in the production; such materials may be viewed by the general public if posted on an open DoD web site or other publicly-accessible media source. Therefore, no DoD personnel will photograph actual filming without the prior approval of the production company.

11. The production company will screen for the DoD project officer, and the DoD documentary officer, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated to allow DoD to confirm the military sequences conforms to the agreed-upon script, treatment, or narrative description; to preclude release or disclosure of sensitive, security-related, or classified information; and to ensure that the privacy of DoD personnel is not violated. Should DoD determine that material in the production compromises any of the preceding concerns, DoD will alert the production company of the material, and the production company will remove the material from the production.

12. If the recording or imagery to be used in the production captures medical treatment being performed on DoD personnel, the project officer shall require the production company to gain written consent from such DoD personnel. In the case of DoD personnel who are deceased or incapacitated, the project officer shall require the production company to gain written consent from the next of kin of the deceased or incapacitated DoD personnel.

13. All Department of Defense uniformed and civilian personnel who are photographed or

DoD



Production Company

A handwritten signature in black ink, appearing to be "SM".

sound recorded by the documentary production company are considered to be on duty and are precluded from receiving any compensation from the production company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. Military personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service regulations. In such cases, these conditions apply:

a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.

b. The DoD project officer will ensure that DoD personnel will comply with standards of conduct regulations in accepting employment.

c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

14. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

15. The production company will identify any and all re-enactments in the production by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the production.

16. The production company will use its best efforts to place a credit in the end titles immediately above the "Special Thanks" section (if any) substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) will be in keeping with industry customs and practices, and will be of the same size and font used for other similar credits in the end titles.

17. The production company will provide a minimum of five digital videodisc (DVD) copies of the completed production within seven working days of initial broadcast to DoD, for internal briefings and for historical purposes. DoD will not exhibit these DVDs publicly or copy them; however, DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance, for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose.

18. The undersigned parties warrant that they have the authority to agree to the terms of this

DoD

(b)(6)



Production Company

A handwritten signature in black ink, appearing to be the initials "JM".

Agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

19. This Agreement consists of **six (6)** pages including no attachments. Each page will be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

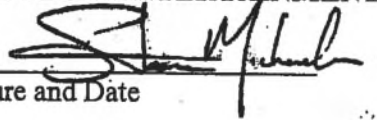
(b)(6)

Signature and Date

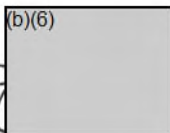
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DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR ASYLUM ENTERTAINMENT

 5/24/16
Signature and Date

Name: Steve Michaels
CEO & President
15503 Ventura Blvd., Ste. 240
Encino, CA 91436

DoD 

ATTCHMENT 1

1. DoD project officer or his/her designee to provide escorted access to Dahlgren Naval Base Virginia and Navy Base San Diego. Filming, still photography and pre-approved, on-camera interviews conducted by the production company are authorized to capture those events approved by NAVINFOWEST, SURFPAC and SMWDC.

2. Tentative film support schedule:

DAY ONE May 27th, 2016 – Dahlgren Naval Base, VA

Film WTI graduation ceremony

Film 1 hour interview with (b)(6)

Film 1 hour of “b-roll and hero shots” of (b)(6) working with colleagues, working in office, discussing matters with colleagues (can be staged).

Film 4 hours of “b-roll” of WTI candidate daily work life, including brief interviews with newly patched WTIs about what the program is, and what it means to them.

DAY TWO TBD Date in July, 2016 – Naval Base San Diego, CA

Film (b)(6) briefing WTIs

Film interview with (b)(6)

Film b-roll of WTIs working together.

Film interview with (b)(6)

Film b-roll of (b)(6) working

DAY THREE TBD Date +1 in July, 2016 – Onboard Cruiser/Destroyer pier side, San Diego, CA.

Film simulator event in CIC of battleship with full CIC staff.

Film b-roll of WTIs on battleship.

Film mini interview with (b)(6) on deck of ship.

Do

(b)(6)



**U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20170523-NT-001**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **High Noon Entertainment**, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as **Cake Boss**.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. **With local command approval and escort, permission to film aboard USS Kearsarge May 24, 2017 during Fleet Week New York. Segment will be approximately 10 minutes and include b-roll at various locations aboard the ship, interview with Sailors, and cooking with culinary specialists in the galley.**
2. **Tentative film schedule outlined in Attachment 1.**

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer (b)(6)

(b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.

2. DoD has approved production assistance as in the best interest of DoD, based on the May 23, 2017 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

3. The operational capability and readiness of the Military Service shall not be impaired.

DoD (b)(6)

Production Company

Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of [enter title of production] . The estimated amount shall be detailed and included (e.g., "see Attachment 2," etc.). The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099. For each of these individuals, the production company shall provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.


b. Hotel accommodations equivalent to those provided to the production company's crew.

8. By approving DoD production assistance for *Cake Boss*, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any

DoD (b)(6)

Production Company 

claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of *Cake Boss*. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

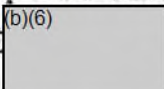
d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or other DoD-authorized publicly accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company. No still or motion photography captured by the DoD will be released prior to the segment's air date.

f. Identify any and all re-enactments by placing the word "Re-enactment" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than three (3) seconds and reappearing every subsequent ten (10) seconds for a period of three (3) seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated. DoD shall have three (3) business days to ensure the production complies with the guidelines set forth in this Agreement. In the event DoD does not suggest any changes to the production within such three (3) business day period, the production shall be deemed approved by DoD and in compliance with this Agreement.

DoD



Production Company

A handwritten signature in blue ink, appearing to be "A.A.", written over the Production Company name.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.


12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of six (6) pages including one (1) attachment. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of Cake Boss.

DoI (b)(6) 

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR HIGH NOON ENTERTAINMENT

Signature and Date

Duke Hartman
3035 South Parker Road, Ste 500
Denver, CO 80014

ATTACHMENT 1

1. DoD project officer or her designee to provide escorted access to USS Kearsarge (LHD 3). Filming still photography and pre-approved on-camera interviews conducted by the production company are authorized to capture those events

DoD

(b)(6)

Production Company

- approved by NAVINFOWEST and USS Kearsarge.
2. Tentative film support schedule:

May 24, 2017- USS Kearsarge(LHD 3)

0900 - Production team arrives.

Film Parade of Ships and set up for KSG mooring

1030 - KSG moors

1130- Production team boards and cake is loaded onto ship

1145- Ship tour and filming

- Interview Sailors and ship/ CSG leadership
- Tour of galley with opportunity to have Cake Boss interview culinary specialists and work on the line with them

1400 - Filming concludes; production crew departs

1830 - USFF Hosted Ship reception

- Navy will provide production photographs & b-roll of cake cutting and reception

DoD



Production Company

A handwritten signature in blue ink, appearing to be "DA", written over the text "Production Company".



The United States Department of Defense (hereinafter referred to as "DoD") acting on behalf of the United States of America, hereby agrees with War Rabbit (hereinafter referred to as the "Production Company") subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of the documentary "Cannon Shot." This contract is an addendum to the already existing production assistance agreement between the Production Company and the DoD dated 17Feb2016.

It is agreed between DoD and Production Company that this agreement is hereby amended to include approved production assistance as in the best interest of DoD, based on the reviewed and approved treatment dated 17Feb2016.

It is agreed between DoD and Production Company that existing filming opportunities to the agreement is hereby amended to include the following items:

- With approval from NAVINFO West and coordination through United States Naval Academy, escorted access to film the St. John's College croquet team's "challenge" to the Naval Academy croquet team in King Hall at the Academy prior to the Annapolis Cup match.

Deviation from this agreement must be approved by the DoD Project Officer. The undersigned DoD and Production Company representatives will initial each page of this license agreement. This addendum includes one page.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)
 [Redacted Signature and Date]

Signature and Date

(b)(6)
 [Redacted Name]

DoD Documentary Officer
 OASD-PA Room 2D982
 Pentagon, Washington, DC 20301

FOR WAR RABBIT LLC

Brian O'Hare

30 September 2016
 Signature and Date

Brian O'Hare
 Producer
 Los Angeles, CA

Name of DoD project officer for Navy-specific support:

(b)(6)
 [Redacted Name]

Public Affairs Officer
 United States Naval Academy
 121 Blake Road
 Annapolis, MD 21402

DoD (b)(6)
 [Redacted]

Production Company BO

Prepared by (b)(6) 7SEP2016



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20161702-ND-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with War Rabbit, hereinafter referred to as the “production company,” subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary film known at this time as *Cannon Shot*.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With approval from the Chief of Navy Information and the US Naval Academy, to capture relevant USNA b-roll and interviews in support of the documentary film that will chronicle the historic rivalry between the US Naval Academy and St. John’s College, and the croquet match known as the Annapolis Cup.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company’s rights in and to the photography and sound recordings made hereunder; the production company’s decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the February 2016 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these

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Production Company BO

circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of *Cannon Shot*. The estimated amount shall be detailed and included.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

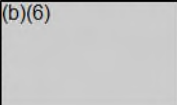
7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD.

8. By approving DoD production assistance for *Cannon Shot*, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of *Cannon Shot*. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

DoD  (b)(6)

Production Company BO

- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore, no DoD personnel will photograph actual filming without the prior approval of the production company.
- f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice. Further, the production effort itself will not – in any way, shape or form – focus on or glamorize the intake or use of alcohol at the croquet match. It is understood that B Roll footage may show certain match attendees with alcohol in their hands as a natural circumstance of the coverage; however, there will not be any dialogue or focus on the element of alcohol during the match.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

Do (b)(6)

Production Company BO

12. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of four pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of *Cannon Shot*.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

DoD Documentaries Officer
OASD(PA)
The Pentagon

DoD (b)(6)

FOR WAR RABBIT

 22 Feb16

Signature and Date

Brian O'Hare

Producer, War Rabbit LLC

Los Angeles, CA

Production Company BO

ADDENDUM:

The U.S. Naval Academy Public Affairs Office will provide total support to the documentary crew in allowing the following access/interviews for the production:

- B Roll of the yard
- Access to Bancroft Hall to capture morning formation and chow calls
- Interviews with the croquet match players
- Interviews with 28th Company Officer and midshipmen
- Video coverage of a parade and publicly accessible events throughout the Spring semester
- Video footage of Brigade Boxing, Army-Navy football and other sporting events
- Video footage of noon meal formation and King Hall lunch
- B Roll footage of STEM classes and functions
- Specific footage of the incredible diversity (racial, sexual and otherwise) that exists at USNA
- Interviews with Academy leadership during the match itself

Do (b)(6)

**U. S. DEPARTMENT OF DEFENSE
PRODUCTION ASSISTANCE AGREEMENT
June 5, 2012**

The United States Department of Defense (hereinafter referred to as "DoD"), acting on behalf of the United States of America, hereby agrees with **Bravo Platoon Film Productions, LLC**, hereinafter referred to as "the production company," subject to the provisions herein, to provide assistance listed in Appendix A in conjunction with the production of a **feature motion picture** known at this time as "**Captain Phillips**".

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD Project Officer. The production company will have a seventy-two (72) hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the seventy-two hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings will be final.

It is agreed between DoD and the production company as follows:

1. The DoD Project Officer, (b)(6), is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD Project Officer or his / her designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect during the production phase of "**Captain Phillips**". The DoD Project Officer is the military technical advisor, and all military coordination must go through him / her. The production company agrees to consult with the DoD Project Officer in all phases of pre-production and production that involve and / or depict the U.S. military.

2. The production company agrees to cast actors, extras, doubles, and stunt personnel portraying military men and women who conform to individual Military Service regulations governing age, height / weight, uniform, grooming, appearance, and conduct standards; provided, however, that the foregoing shall not apply to doubles of actors. DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of their portrayals cannot be resolved in negotiation between the production company and DoD within the seventy-two hour cure-period. The DoD Project Officer will provide written guidance specific to each Military Service being portrayed.

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DoD


Production Company

(Updated June 5, 2012)

3. DoD has approved military assistance as in the best interest of DoD's training, recruiting, and customary community relations and public affairs activities, based on the **March 15, 2012** version of the script. The production company must obtain, in advance from DoD, concurrence for any subsequent changes being proposed to the military depictions made to either the picture or the sound portions of the production, before it is exhibited to the public.

4. The operational capability and readiness of the Armed Forces will not be impaired. Unforeseen operational commitments, mechanical difficulties, contingencies affecting national security, or other emergency circumstances such as disaster relief, may temporarily or permanently preclude the use of military resources. Under these circumstances, the United States will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

5. There will be no deviation from established DoD safety and conduct standards. The on-scene DoD safety officer will coordinate such standards and compliance therewith through the DoD Project Officer or his/her designee. DoD agrees to provide the production company advance notice of such safety or conduct standards upon request by the production company.

6. All DoD property, facilities, vessels or aircraft damaged, used or altered by the production company in connection with the production will be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use, except if such arises from defects in DoD property and/or negligence or willful misconduct on the part of the DoD, its agents, agencies, officers and/or employees.

7. The DoD assistance to be provided in Appendix A fulfills legitimate DoD operational and training missions, and/or supports DoD recruiting, community relations and public affairs objectives. The provision of such assistance should not result in a significant increase in cost from that which would otherwise be incurred by DoD. However, if there is a significant increase in cost, then the production company will reimburse the U.S. Government for the additional significant expenses incurred as a result of the assistance rendered for the production of "**Captain Phillips**". The estimated amount of any additional significant expenses incurred will be detailed and provided in advance of incurred expenses

a. DoD agrees to provide statements of charges assessed by each installation or DoD component providing assets to assist in the production within 45 days from the end of the month in which filming is completed.

(b)(6)

DoD

Production Company

(Updated June 5, 2012)

Reimbursements are to be restored to each specific account from which they are drawn to assist the production.

b. The production company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred for the assistance provided, as discussed in Appendix A, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within 45 days from the end of the month in which filming is completed.

8. The production company will provide the travel, lodging, per diem and incidental expenses for the DoD Project Officer, the DoD Director of Entertainment Media or his / her designee, and any other assigned military advisor(s) whose presence may be required by DoD. For each of these individuals, the Production Company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is military portrayal and / or involvement, at times deemed appropriate by the DoD Project Officer and DoD Director of Entertainment Media.

b. A vehicle (with fuel and loss/damage/collision automobile insurance paid for by the Production Company) for his / her official use during the filming and his / her stay at the location where the production is taking place; if parking at the location(s) is not available, the Production Company will furnish transportation to / from the lodging location to the production site.

c. Hotel accommodations equivalent to those provided to the Production Company's crew.

d. The Production Company will provide these DoD representatives with reasonably adequate workspace on set (which DoD representatives shall share) from which such DoD representatives can reasonably (but subject to the limitations of any location at which the production is being filmed) conduct business in support of the production company hereunder.

9. By approving military production assistance for "**Captain Phillips**", DoD hereby agrees to a general release to the production company for use of any and all photography and sound recordings of any and all U.S. military people, equipment, and real estate, subject to the limitations described in Paragraph 13.

10. As a condition of DoD assistance, the production company agrees:

(b)(6)

DoD

Production Company

(Updated June 5, 2012)

a. To indemnify, defend, and hold harmless the DoD, its agencies, officers, and employees, against any claims (including claims for personal injury and death, damage to property, and reasonable outside attorneys' fees) arising from the production company's presence on or aboard, or possession or use of, DoD property or other assistance in connection with this production of "**Captain Phillips**", to include pre-production, post-production, and DoD-provided orientation and / or training. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and/or employees from and/or against any claims arising from defects in DoD property and/or negligence or willful misconduct on the part of DoD, its agencies, officers and/or employees, unless those personnel are engaged in actions directed by the production company outside the scope of their normal military activities.

b. To maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests taking into account the unique nature of DoD aircraft and vessels, and naming the DoD as an additional insured on all policies listed below (except worker's compensation), prior to the commencement of production involving DoD; specifically, the production company shall maintain (i) Commercial General Liability (ii) Excess/Umbrella Liability (iii) Marine Liability (iv) Aircraft Liability and (v) through its payroll services company, Worker's Compensation insurance, in reasonable and customary amounts for filming activities of this nature, but not less than \$15,000,000 combined aggregate limits and

c. To provide proof of such liability insurance, including the amount and the rationale for the amount of insurance maintained. DoD will confirm in writing that the amount of such insurance meets the terms of this paragraph.

d. To not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD Project Officer or his / her designee.

e. To not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without prior approval from the DoD Project Officer and the supporting installation.

f. To allow DoD personnel access to the production site(s) to monitor the filming, and to conduct still and motion photography of DoD people and assets that are directly supporting the filming; also to allow DoD the use of production company-generated publicity and marketing materials, such as production stills and electronic press kits following the completion and release of such by the production company (unless approved earlier in writing by the production company). These materials are for the purpose of communicating to internal DoD viewers how the U.S. military's is assisting in the filming. However, some of the imagery may be viewed by the general public if posted on an open DoD web site

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or on "The Pentagon Channel," or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming, talent, or sets without prior approval by the production company.

11. The production company agrees to provide the DoD Project Officer with whatever internal communications equipment it is supplying to production company crew members to communicate on the set during production of military-themed sequences. The production company will also supply the DoD Project Officer with earphones to monitor military-themed dialogue and other sound recording during these periods.

12. The production company agrees to screen military-themed photography for the DoD Project Officer, and to provide the DoD Project Officer and the DoD Director of Entertainment Media – or their designees – with a viewing of the roughly edited, but final version of the production (the "rough cut") at a stage in editing when changes can be accommodated, but only to the extent required to allow DoD to confirm that the tone of the military sequences substantially conforms to the scripted sequences agreed upon by DoD. The production company will bear the travel, lodging, per diem and incidental expenses incurred in transporting the DoD Project Officer and the DoD Director of Entertainment Media – or their designees – to the location where the rough cut screening will be held to the extent that the location is outside of 50 miles from any location at which the DoD Project Officer and the Director of Entertainment Media or their designees (as applicable) are assigned as their duty station or workplace.

13. All photography and sound recordings made with DoD assistance and all DoD photography and sound recordings released for this production ("DoD Media") will not be reused or sold for use in other productions without DoD approval. It is understood that different versions of the picture (e.g., foreign language versions, home video versions, television/airline versions, extended versions, etc.) shall not be considered to be separate productions for purposes of the foregoing restriction. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video, video games and theme parks) or from using clips in promotional material relative thereto; however in doing so, the tone of the military aspects in such exploitation must substantially conform to that agreed upon by DoD during the filming of the production, unless further DoD approval is obtained. Production company is hereby granted the right to fix, reproduce, release, distribute, exhibit, perform, transmit, broadcast, advertise, promote and otherwise exploit the DoD Media (and all other results and proceeds of this Agreement) in all versions of the production, in perpetuity, in any and all media and markets whether now known and used, now known and hereafter used, or hereafter known or devised and used, in any and all languages whether now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) and the right to use the DoD Media (and all other results and proceeds of

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(Updated June 5, 2012)

Production Company

this Agreement) in advertising, promotion, or publicity related thereto. Nothing in this agreement, however, is intended as a trademark license. This agreement does not grant the Production Company permission to use any DoD names, trademarks, service marks, certification marks, collective marks, collective membership marks (individually and collectively "trademark(s)"), and/or other DoD symbols, seals, emblems, logos, or insignia as a trademark in connection with any product or service, whether or not associated with the exploitation of the production in any market. Notwithstanding anything to the contrary set forth in this Agreement, the production company shall not be entitled to any less rights than it would otherwise have as a member of the general public that is not a party to this agreement.

14. The production company will also provide an official DoD screening of the completed production in Washington DC, prior to the initial domestic release of the production. An alternative screening location may be authorized by DoD, in negotiation with the production company. In this case, the production company will be expected to pay the travel and lodging expenses incidental to attending the screening by the DoD Project Officer and the Director of Entertainment Media or their designees to the extent that the location is outside of 50 miles from any location at which the DoD Project Officer and the Director of Entertainment Media or their designees (as applicable) are assigned as their duty station or workplace.

15. The production company agrees to place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one (1) clear line above and one (1) clear line below such credit acknowledging the military assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, shall be of the same size and font used for other similar credits in the end titles.

16. The production company agrees to provide DoD with five (5) copies of a reasonable amount of final domestic promotional and marketing materials (e.g., electronic press kits, one-sheets, and television advertisements) for internal information and historical purposes in documenting DoD assistance to the production.

17. The production company agrees to provide a minimum of ten (10) DVD copies of the completed production to DoD for internal briefings and for historical purposes, at such time, if ever, as DVDs of the production become generally commercially available. DoD agrees not to exhibit these DVDs or to copy them. Such DVDs shall be sent to Robert Anderson at 10880 Wilshire Blvd, Suite 1220, Los Angeles, California, 90024. DoD is allowed to use short clips from them in official presentations by uniformed and civilian DoD personnel who were directly involved in providing DoD assistance, for the sole purpose of illustrating DoD's support to the production. DoD shall be responsible for actor or other third party clearances or payments required in connection therewith, if any. However, DoD

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is prohibited from making these clips available to any other party for any other purpose.

18. Official activities of military personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD Project Officer and assigned official Technical Advisor(s), wherein, it must be consistent with their authorized additional duties. Military personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing service regulations. In such cases, the following applies:

a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.

b. The DoD Project Officer will ensure that Military personnel shall comply with standards of conduct regulations in accepting employment.

c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

19. The production company may offer to make donations or gifts in kind to Morale, Welfare and Recreation programs of the military unit(s) involved, however, donations of this kind are not at all required, and are not in any manner a consideration in the determination of whether or not a production should receive DoD assistance. Offers of donations must be coordinated through the DoD Project Officer for acceptance in accordance with applicable procedures.

20. The production company may request, through the DoD Project Officer, promotional assistance for the movie; such request must be in sufficient detail (e.g., requested support, location, costs to be covered by production company) to permit a complete evaluation by the appropriate DoD official before he decides whether to approve the request.

21. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

22. DoD (including the DoD Project Officer) understands that it is an essential term of this agreement that the Production Information (as defined below) be maintained in the strictest confidence and that the DoD (and the DoD agrees to use best efforts to ensure that third parties working with the DoD) not to duplicate, disclose, report, reveal, assign, sell or transfer, either directly or indirectly, any Production Information without the production company's prior written consent. "Production Information" shall mean any information or material proprietary to the production company or not known generally to the public which

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(Updated June 5, 2012)

Production Company

the DoD may obtain knowledge of or access to including without limitation any and all such information relating to this Agreement, the Picture and its production and exploitation, including the screenplay, budget, schedule, plans, drawings, designs, specifications, ideas, concepts, models, costumes, techniques or special effects for the Picture or other creative, business and/or physical production elements relating to the Picture and/or the production company including without limitation its business, executives and financial information.

23. To the extent that production company is obligated hereunder to provide any travel, accommodations and the like, such obligation is expressly conditioned upon such individual making all travel arrangements, including, without limitation, the purchase or booking of airline tickets and accommodations, through Company's travel/location department.

24. This agreement consists of 10 pages including **1 attachment**; each page will be initialed by the undersigned DoD and production company representative. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor and / or any other party arising out of use or non-use of said photography and / or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of "**Captain Phillips**".


FOR THE DEPARTMENT OF
DEFENSE

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Signature/Date (b)(6)

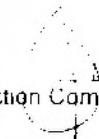
(b)(6)
Chief of Information
1200 Navy Pentagon
Washington DC 20350-1200

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DoD

FOR PRODUCTION COMPANY


Signature/Date

Gary Martin
BRAVO PLATOON FILM PRODUCTIONS, LLC
10202 W. Washington Blvd
Thalberg 1501
Culver City, CA 90232


Production Company

Appendix A

With permission of the local Navy chain of command, the Production Company is authorized:

1. To film aboard the Arleigh Burke-class destroyer USS TRUXTUN (DDG-103) pier side and underway, as well as filming external imagery of a LHD and FFG, as needed on or about 15-30 June 2012:
 - a. Filming shall not exceed 12 hours per day.
 - b. Filming exterior imagery of other U.S. Navy ships in the immediate area will be authorized.
 - c. Embarking 3 PAX on a DDG prior to filming for light testing and measurement. A demonstration of RHIB and SCAN Eagle launch is authorized.
 - d. Filming and observing the firing of an M203 40mm white illumination round fired at sea for the purpose of sound stage replication is authorized.
 - e. Filming an LHD making a high speed figure eight, and TRUXTUN in company with LHD and FFG from a studio helicopter is authorized.
 - f. Adequate parking for 5+ trucks and 5+ trailers as close to the pier as practicable. If parking facilities unavailable, a suitable base camp elsewhere on base, and parking near the pier suitable for operating shuttles.
 - g. Casting off-duty Navy personnel as extras is authorized.
2. To film aboard Naval aircraft and at air facilities at Naval Station Norfolk, as needed on or about 15-30 June 2012:
 - a. Filming of a civilian G5 aircraft at Naval Station Norfolk is authorized.
 - b. Filming from a Navy provided Seahawk helicopter (SH-60) with a civilian cameraman is authorized during daylight hours. Filming with a Navy Combat Camera photographer, using a SONY camera, is authorized during nighttime hours. Bravo requests availability on or about the week of 25-30 June.
 - c. Filming of Navy helicopter circling the life boat (day and night), landing on FFG at dusk or at night is authorized.
3. Subject to availability, an active duty SEAL adviser to assist the production.

Subject to training schedules, information security and operational needs, DoD will use its best efforts to (a) Authorize film actor SEALS to board a Navy C-130,

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(Updated June 5, 2012)

Production Company

(b) Give permission to film a SEAL team performing a night jump, including footage of them descending into the water after the jump, and (c) use B-roll footage from SCAN Eagle, and of SEALs jumping out of a C-130 at night with an inflatable boat; (d) Cooperate in good faith with the production company and third party stock footage companies in connection with the production company's acquisition of existing stock footage.

Deviation from this schedule must be approved in writing by the DoD Project Officer.

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(Updated June 5, 2012)

Production Company



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20161002-ND-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with CBS News Inc., hereinafter referred to as "CBS News" or the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary series known at this time as *CBS News NCIS Documentary Series*.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

- SEE ATTACHMENT ONE -

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer, with oversight from CHINFO (b)(6) is the military technical advisor and all military coordination must go through her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military and NCIS.

2. DoD has approved production assistance as in the best interest of DoD, based on the January 5, 2015 version of the treatment of cases that CBS News will pursue. The production company must obtain, in advance, DoD concurrence for any additional cases proposed to the military for inclusion in the *CBS News NCIS Documentary Series*.

3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

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Production Company LD

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of *CBS News NCIS Documentary Series*. The estimated amount shall be detailed and included. The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or her designee, and any other assigned military or civilian technical and safety advisor(s) whose presence may be required by DoD. The production company shall also be charged for the travel, lodging, per diem and incidental expenses for the DoD civilians, including retired NCIS special agents, requested to participate on camera in the project.

8. By approving DoD production assistance for *CBS News NCIS Documentary Series*, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, DoD civilians, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of *CBS News NCIS Documentary Series*. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be reasonably required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other

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Production Company

controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. Any editing or alteration of production company-generated publicity and marketing materials must be preapproved by the production company. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. In lieu of the standard rough cut review, the production company shall provide the DoD project officer or her designee with the opportunity to review raw footage at the end of each day to preclude inadvertent release of sensitive or classified information and to ensure that the privacy of DoD personnel is not violated. In an interview situation, where DoD will have a project officer or her designee present, that a DoD representative will have the opportunity during the interview to alert the production team of an area that raises either security concerns or is something that could impact pending litigation in that particular case. CBS News agrees not to publish anything that could impact security or pending litigation. The production company shall also provide the DoD project officer or her designee with areas of questioning that CBS News plans to cover in the interviews for each case.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel (with the exception of those currently or formerly receiving medical care), real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the limitations in paragraph 12.

12. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production shall be reused or sold for use in other

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Production Company 40

productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto. For the avoidance of any doubt, and without limiting the foregoing, the parties agree that the production company is permitted to license the *CBS News NCIS Documentary Series* to the Discovery Channel and/or Investigation Discovery.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.


15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of seven pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity in all media throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of *CBS News NCIS Documentary Series*.

FOR THE DEPARTMENT OF DEFENSE

FOR CBS NEWS INC.

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Signature and Date 2/25/16

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Production Company KD

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DoD Documentaries Officer
OASD(PA)
The Pentagon

ATTACHMENT ONE

1. With approval from the Chief of Navy Information and the Naval Criminal Investigative Service, to capture relevant b-roll and NCIS special agent interviews in support of the six-part, CBS News documentary series highlighting the proposed, adjudicated cases outlined below. The series will highlight the investigative efforts and extraordinary dedication of the Department of the Navy personnel involved in these cases.

**PROPOSED CASES:
(As of January 5, 2016)**

- 1.) The Murder of Elise Makdessi and Quincy Brown Murder

Two Navy personnel found dead, both worked at Oceana Naval Station—one stabbed, one shot—in the apartment of Eddie and Elise Makdessi apartment in Virginia Beach. Eddie, a civilian, claimed Brown killed his wife and then Eddie shot Brown but that was a lie.

- 2.) The Murder of Navy Petty Officer Lea Brown and Michael Patton

Model Sailor, Petty Officer Lea Brown and her friend Michael Patton, were found beaten and shot once in the head in an apparent execution style, targeted double murder, outside Washington DC. But NCIS investigation uncovered that a ruthless civilian gang picked them at random to rob and kill.

- 3.) The Cold Case Murder of Marilyn Allen aka Operation Jambalaya
(DoD/USMC PAA Addendum Required)

MUST BE COORDINATED AND APPROVED THROUGH:

USMC Motion Picture and Television Office

10880 Wilshire Blvd

Los Angeles, CA 90024

(310) 235-7274

<http://www.hqmc.marines.mil/divpa/Units/LosAngelesPublicAffairs/FAQ.aspx>

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Production Company

Marilyn Allen's body was found on base at Camp Pendleton and her murder remained a mystery for years. But then an abused woman came forward in New Orleans to disclose that her boyfriend—former Marine Roosevelt Gipson--had bragged of a murder similar to Allen's. Undercover Operation Jambalaya was launched and NCIS got the killer.

4.) The Murder of Meghan Landowski

Young ballet dancer Meghan Landowski, 16, was raped and stabbed to death in her Portsmouth, VA house by a 17-year-old civilian neighbor and talented violinist Robert Barnes. Landowski, a naval dependent, was the step-daughter of Hospital Corpsman First Class, Chris Shortt.

5.) Homegrown Terrorism, Cyber Crime

Petty Officer Nicholas Knight, of the USS Harry Truman, and his friend, civilian Daniel Krueger, hacked into the Smart Web database, accessed personnel records of 220,000 service members and posted it online. The threat could have been great had it not been thwarted by NCIS agents.

6.) Cold Case Murder of Jean Marie Tahan

NCIS Special Agent Kiyomi Griffey in coordination with Honolulu Special Agent Kiyomi Griffey was also involved with solving the 1989 cold case murder of Jean Marie Tahan. Her skull was found in 97 fragments in Beaufort, SC but a forensic anthropologist pieced the fragments together and created a sketch that led to the identification of Tahan, six years later. This case highlights work of agent and forensic team to solve crimes.

7.) Cold Case Murder of Combs and Ellis

Sailors Combs and Ellis from the USS Constellation were best friends. In 1993, they went out to look at a truck that was for sale and also had a few beers around a campfire near San Diego. In the morning, they were found shot dead. Sixteen years went by before new DNA technique used and partial hand prints found at the scene led to two civilian thieves who were out to steal the sailors' truck.

8.) Murder of Kimberly O'Neal
(DoD/USMC PAA Addendum Required)

MUST BE COORDINATED AND APPROVED THROUGH:

USMC Motion Picture and Television Office

10880 Wilshire Blvd

Los Angeles, CA 90024

(310) 235-7274

<http://www.hqmc.marines.mil/divpa/Units/LosAngelesPublicAffairs/FAQ.aspx>

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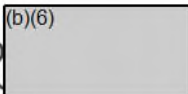
Production Company *KD*

Gunnery Sgt, Archie O'Neil Jr., a Marine, just back from Iraq, was convicted of murdering his mistress of one year, Kimberly O'Neal in California on northern part of Camp Pendleton. O'Neal, at the time worked at DHS but was also a naval dependent, married to another marine. Three NCIS Marine Special Agents assigned to the case traveled to Kuwait to apprehend O'Neil before he committed any other crimes.

DESIRED DoD FILMING LOCATIONS:

- Oceana Air Naval Base
- Fort Myers Navy Station
- Naval Medical Center, Portsmouth, Va.
- USS Truman
- Naval Base Beaufort SC
- Naval Base San Diego
- Tactical Exercise (REACT) Florida or S. California
- Small boat exercise Florida or S. California
- Agents on firing line, live fire arm training (location TBA)
- Federal Law Enforcement Training Center (NCIS agent training) Glynco, GA (DHS)
- NCIS Headquarters and field offices in DC, San Diego, and Hawaii

DoD



Production Company *KO*



**U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20161109-T-001**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby expresses its intent, subject to the provisions herein, to provide to **CMT Productions Inc.**, hereinafter referred to as the "production company," the assistance itemized in this Production Assistance Agreement (Agreement) in conjunction with the production of a documentary known at this time as **CMT Hot 20 Countdown**. This Agreement expresses the terms under which DoD intends to provide assistance. This Agreement does not authorize the obligation of any United States funding, nor should it be construed as a contract, grant, cooperative agreement, other transaction, or any other form of procurement agreement.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

- 1. With Navy escort and local command approval, permission to film various at locations on Naval Support Activity Bahrain. Filming tentatively scheduled for a total of two days from November 27 and 28, 2016. Filming to include:**
 - **Interviews and b-roll of Sailors**
 - **Lunch meet and greet with talent**
 - **Pre-show and AFE/CMT Big and Rich concert**

The DoD will make reasonable efforts to provide the assistance requested in the request for DoD documentary assistance, to the extent approved by DoD, and subject to the limitations contained herein.

This Agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD project officer. The production company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. If such Agreement is either suspended or terminated, the sole right of the Production Company to appeal such decision is to the DoD designee responsible for coordinating assistance for documentary productions. The requirements in Department of Defense Instruction 5410.16 shall apply to this Agreement.

It is understood between DoD and the production company that:

1. The DoD project officer, (b)(6)
(b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor, and all military coordination must go through him or her. The production company will consult with the DoD project officer in all phases of pre-production, production,

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Production Company cbm

and post-production that involves or depicts the U.S. military. The local unit/installation public affairs officer, or a designated official, may serve as the official onsite DoD representative for this project and will act as the interface between the film crew and military units providing both filming and logistical support.

2. DoD has approved production assistance as in the best interest of DoD, based on the **October 28, 2016**, version of the script, treatment, or narrative description to the extent agreed upon by DoD. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

3. The operational capability and readiness of the Military Components will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There will be no deviation from established DoD safety and conduct standards. The DoD project officer, or his or her designee, will coordinate such standards and compliance therewith. DoD will provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production will be restored by the production company to the same or better condition, cleaned and free of trash, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of **CMT Hot 20 Countdown**. The estimated amount will be detailed and included in this Agreement or as an attachment to it.

7. The production company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, including, but not limited to fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

8. The production company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD project officer, the DoD documentary officer, or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and the DoD documentary officer.

DoD (b)(6)

Production Company cbm

b. Hotel accommodations equivalent to those provided to the production company's crew.

9. By approving DoD production assistance for **CMT Hot 20 Countdown**, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in this Agreement (e.g., including, but not limited to, Paragraphs 11-14).

10. As a condition of DoD assistance, the production company will:

a. Indemnify and hold harmless the DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of **CMT Hot 20 Countdown**. This provision will not in any event require production company to indemnify or hold harmless the DoD, its agencies, officers, or employees from or against any claims arising from defects in DoD property or negligence on the part of DoD, its agencies, officers, or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are may be used to show DoD viewers how DoD is assisting in the production; such materials may be viewed by the general public if posted on an open DoD web site or other publicly-accessible media source. Therefore, no DoD personnel will photograph actual filming without the prior approval of the production company.

11. The production company will screen for the DoD project officer, and the DoD documentary officer, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated to allow DoD to confirm the military sequences conforms to the agreed-upon script, treatment, or narrative description; to preclude release or disclosure of sensitive, security-related, or classified information; and to ensure that the privacy of DoD personnel is not violated. Should DoD determine that material in the production compromises any of the preceding concerns, DoD will alert the production company of the material, and the production company will remove the material from the production.

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12. If the recording or imagery to be used in the production captures medical treatment being performed on DoD personnel, the project officer shall require the production company to gain written consent from such DoD personnel. In the case of DoD personnel who are deceased or incapacitated, the project officer shall require the production company to gain written consent from the next of kin of the deceased or incapacitated DoD personnel.

13. All Department of Defense uniformed and civilian personnel who are photographed or sound recorded by the documentary production company are considered to be on duty and are precluded from receiving any compensation from the production company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. Military personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service regulations. In such cases, these conditions apply:

- a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.
- b. The DoD project officer will ensure that DoD personnel will comply with standards of conduct regulations in accepting employment.
- c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

14. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

15. The production company will identify any and all re-enactments in the production by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the production.

16. The production company will use its best efforts to place a credit in the end titles immediately above the "Special Thanks" section (if any) substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) will be in keeping with industry customs and practices, and will be of the same size and font used for other similar credits in the end titles.

17. The production company will provide a minimum of five digital videodisc (DVD) copies of

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Production Company cbm

the completed production within seven working days of initial broadcast to DoD, for internal briefings and for historical purposes. DoD will not exhibit these DVDs publicly or copy them; however, DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance, for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose.

18. The undersigned parties warrant that they have the authority to agree to the terms of this Agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

19. This Agreement consists of six (6) pages including one attachment. Each page will be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR CMT PRODUCTIONS INC.

Cynthia Mangrum

Signature and Date

~~Quinn Brown~~ Cynthia Mangrum
~~Vice President of Production~~ Sr. Dir, Business & Legal Affairs
330 Commerce
Nashville, TN 37201

DoD

(b)(6)

ATTACHMENT 1

1. DoD project officer or his/her designee to provide escorted access to Naval Support Activity Bahrain. Filming, still photography and pre-approved, on-camera interviews conducted by the production company are authorized to capture those events approved by NAVINFOWEST, NAVCENT, and NSA Bahrain.
2. Tentative film support schedule:

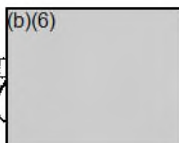
FILMING DAY ONE: November 27, 2016

- Spotlight one Sailor or Division through daily duties
- Song Requests and interviews with Sailors for Hot 20 Countdown

FILMING DAY TWO: November 28, 2016

- Command morning PT with CMT host Cody Alan
- Lunch meet and greet with Big & Rich
- Filming pre-show b-roll, autographs, line to the concert, meet and greet
- Sound check b-roll
- Interview with base commanding officer and select Sailors
- Concert from 1900-2030: Audience footage and pre-selected Sailor to join band on stage during performance

DoI





**U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-0721-NT-001-2016**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby expresses its intent, subject to the provisions herein, to provide to **Woodcut Media**, hereinafter referred to as the "production company," the assistance itemized in this Production Assistance Agreement (Agreement) in conjunction with the production of a documentary known at this time as **COMBAT SHIPS**. This Agreement expresses the terms under which DoD intends to provide assistance. This Agreement does not authorize the obligation of any United States funding, nor should it be construed as a contract, grant, cooperative agreement, other transaction, or any other form of procurement agreement.

**LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF
PRODUCTION – SEE ATTACHMENT ONE**

The DoD will make reasonable efforts to provide the assistance requested in the request for DoD documentary assistance, to the extent approved by DoD, and subject to the limitations contained herein.

This Agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD project officer. The production company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. If such Agreement is either suspended or terminated, the sole right of the Production Company to appeal such decision is to the DoD designee responsible for coordinating assistance for documentary productions. The requirements in Department of Defense Instruction 5410.16 shall apply to this Agreement.

It is understood between DoD and the production company that:

1. The DoD project officer, (b)(6), is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor, and all military coordination must go through him or her. The production company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involves or depicts the U.S. military. The local unit/installation public affairs officer, or a designated official, may serve as the official onsite DoD representative for this project and will act as the interface between the film crew and military units providing both filming and logistical support.

2. DoD has approved production assistance as in the best interest of DoD, based on the January 6, 2016, version of the script, treatment, or narrative description to the extent agreed upon by DoD. The production company must obtain, in advance, DoD concurrence for any subsequent

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Production Company

changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

3. The operational capability and readiness of the Military Components will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There will be no deviation from established DoD safety and conduct standards. The DoD project officer, or his or her designee, will coordinate such standards and compliance therewith. DoD will provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production will be restored by the production company to the same or better condition, cleaned and free of trash, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of **COMBAT SHIPS**. The estimated amount will be detailed and included in this Agreement or as an attachment to it.

7. The production company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, including, but not limited to fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

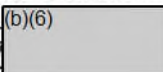
8. The production company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD project officer, the DoD documentary officer, or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company will provide:


a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and the DoD documentary officer.

b. Hotel accommodations equivalent to those provided to the production company's crew.

9. By approving DoD production assistance **COMBAT SHIPS**, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in this Agreement (e.g., including, but not limited to, Paragraphs 11-14).

10. As a condition of DoD assistance, the production company will:

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Production Company 

a. Indemnify and hold harmless the DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of **COMBAT SHIPS**. This provision will not in any event require production company to indemnify or hold harmless the DoD, its agencies, officers, or employees from or against any claims arising from defects in DoD property or negligence on the part of DoD, its agencies, officers, or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are may be used to show DoD viewers how DoD is assisting in the production; such materials may be viewed by the general public if posted on an open DoD web site or other publicly-accessible media source. Therefore, no DoD personnel will photograph actual filming without the prior approval of the production company.

11. The production company will screen for the DoD project officer, and the DoD documentary officer, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated to allow DoD to confirm the military sequences conforms to the agreed-upon script, treatment, or narrative description; to preclude release or disclosure of sensitive, security-related, or classified information; and to ensure that the privacy of DoD personnel is not violated. Should DoD determine that material in the production compromises any of the preceding concerns, DoD will alert the production company of the material, and the production company will remove the material from the production.

12. If the recording or imagery to be used in the production captures medical treatment being performed on DoD personnel, the project officer shall require the production company to gain written consent from such DoD personnel. In the case of DoD personnel who are deceased or incapacitated, the project officer shall require the production company to gain written consent from the next of kin of the deceased or incapacitated DoD personnel.

13. All Department of Defense uniformed and civilian personnel who are photographed or

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sound recorded by the documentary production company are considered to be on duty and are precluded from receiving any compensation from the production company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. Military personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service regulations. In such cases, these conditions apply:

- a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.
- b. The DoD project officer will ensure that DoD personnel will comply with standards of conduct regulations in accepting employment.
- c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

14. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.


~~15. The production company will identify any and all re-enactments in the production by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the production.~~

16. The production company will use its best efforts to place a credit in the end titles immediately above the "Special Thanks" section (if any) substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) will be in keeping with industry customs and practices, and will be of the same size and font used for other similar credits in the end titles.

17. The production company will provide a minimum of five digital videodisc (DVD) copies of the completed production within seven working days of initial broadcast to DoD, for internal briefings and for historical purposes. DoD will not exhibit these DVDs publicly or copy them; however, DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance, for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose.

18. The undersigned parties warrant that they have the authority to agree to the terms of this

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Production Company 

Agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

19. This Agreement consists of six (6) pages including no attachments. Each page will be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR WOODCUT MEDIA


Signature and Date

Jenni Day
Head of Production
Wessex House, Upper Market Street
Eastleigh, Hampshire, S0509FD

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ATTCHMENT 1

1. DoD project officer or his/her designee to provide escorted access to Submarine Force Museum in Groton, CT. Filming, still photography and pre-approved, on-camera interviews conducted by the production company are authorized to capture content approved by NAVINFOWEST and NAVAL HISTORY AND HERITAGE COMMAND in accordance with the treatment provided by Woodcut Media.

2. Tentative film support schedule:

DAY ONE July 28th, 2016

Conduct interviews with NHHHC and Subforce museum approved historians.
Collect B-Roll of USS Nautilus.
Verify all historical accounts with the Naval History and Heritage Command.

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U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DOD-20140212-D-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with the Hamilton Land and Cattle Inc. hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television show known at this time as "D-Day's Sunken Secrets".

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With command approval, to interview designated Naval History and Heritage Command representative(s).

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the February 12, 2014 version of the narrative description provided by WGBH. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken in order to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these

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circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of D-Day's Sunken Secrets. The estimated amount shall be detailed and included.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

--No additional cost required.--

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company shall provide:

--No additional cost required.--

8. By approving DoD production assistance for D-Day's Sunken Secrets, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of D-Day's Sunken Secrets. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

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Production Company 

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc. without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee those portions of the production that are military sequences and/or recordings shot pursuant to this Agreement at the roughly edited version of the production at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed narrative description so as to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

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Production Company *AH*

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto, worldwide in perpetuity.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of four pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of D-Day's Sunken Secrets.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

(b)(6)

DoD Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

(b)(6)

DoD

FOR HAMILTON LAND & CATTLE, INC.

Signature and Date

Name Dona Hamilton
Title President, Hamilton Land & Cattle Inc
Address 511 6th Ave. #535
NY NY 10011

Production Company QH



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20170404-T-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **NHK Enterprises**, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as **Deep Ocean**.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. **With Naval History and Heritage Command approval and escort, permission to film b-roll and interview on April 19/20, 2017 at the National Museum of the U.S. Navy.**
2. **Segment will include interview with Mr. Don Walsh who will discuss his historic 1960 expedition in Trieste in the Mariana Trench, as a Navy lieutenant. The interview will take place at the Trieste exhibit in the museum.**


This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) [redacted] is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.

2. DoD has approved production assistance as in the best interest of DoD, based on the **April 4, 2017** version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

DoD (b)(6) [redacted]

Production Company 

3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of [enter title of production] . The estimated amount shall be detailed and included (e.g., "see Attachment 2," etc.). The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099. For each of these individuals, the production company shall provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.

b. Hotel accommodations equivalent to those provided to the production company's crew.

8. By approving DoD production assistance for **Deep Ocean**, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

DoD (b)(6)

9. As a condition of DoD assistance, the production company shall:

- a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of **Deep Ocean**. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.
- b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.
- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or other DoD-authorized publicly accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.
- f. Identify any and all re-enactments by placing the word "Re-enactment" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than three (3) seconds and reappearing every subsequent ten (10) seconds for a period of three (3) seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated.

DoD (b)(6)

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.


13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of **five (5)** pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of **Deep Ocean**.

DoD (b)(6)

Production Company 

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR THE NHK ENTERPRISES

hirose manabu April/08/2017
Signature and Date

Manabu Hirose
Director
4-14 Kamiyama-cho
Shibuya-ku, Tokyo 150-0047, Japan

DoD (b)(6)

Navy Office of Information West Production Information & Request Form

We are pleased that you are interested in producing a product involving the United States Navy. This office was established to aid motion picture and television producers arrange official production assistance with the Department of Defense (DoD) and the Department of the Navy (DoN). Final approval of Navy assistance rests in Washington, DC, by concurrence of the Navy Chief of Information (CHINFO).

You will be assigned a Project Officer. That Officer will be your liaison to the US Navy. Please ensure that if you have any questions or changes to your request that you contact your Project Officer. To ensure film productions do not interfere with the Navy's mission, the production company must not contact a naval command directly. The Project Officer will attain resources, support materials, and personnel as available. The Project Officer will provide Navy contacts and establish cooperation between the supporting command and production company when appropriate.

NAVINFOWEST considers many requests for Navy support on a daily basis. So, it is important to ensure your request is submitted early, with **DISTRIBUTION and FUNDING** in place. We fully understand and respect the deadlines your production must meet and we will do our very best to assist you and accommodate your request. However, we must also consider other projects we are working on, the needs of the US Navy, and the missions of each potential supporting command.

Principles Governing Assistance:

1. The production must be consistent with the goals and aims of the DoD and DoN and/or be in the national/Navy's best interest.
2. Military operations, historical incidents, persons, and places are to be depicted in such a manner as to give a true portrayal or interpretation of military life. Standards of dignity and propriety will be a consideration.
3. Operational readiness of the armed forces shall not be impaired by cooperating with the production. The production company must reimburse the government for any extra expenses incurred during the production assistance.
4. There will be no deviation from established DoD safety standards.

Please fill out the following form and e-mail it back to your Project Officer. A very detailed description of the type of assistance your project is required. Lack of details and specific items could delay the approval process. Thank you for your interest in the United States Navy!

Title of project: DEEP OCEAN

Date this request is being submitted: March/10/17

Production type (Documentary, Entertainment, News, Other?): TV documentary

Distributor/Network: NHK, the Japanese public television and networks in Europe and US

Distributor point of contact information (phone number or email address):

Rie Koko 516-449-1689

Synopsis/storyline/objective:

This is a 3-part science series titled, DEEP OCEAN, that explores the animals, ecology, geology and unknowns in deep oceans. One of the segments is about Don Walsh and his expedition in Trieste in the Mariana Trench. Mr. Walsh visits Trieste at the National Museum of the U.S. Navy and talks about his historic expedition in 1960.

Who is the intended audience for your production? General audience

Specific request for Navy support: We would like to get permission to film at the National Museum of the U.S. Navy when we interview Mr. Walsh about Trieste and his expedition. Once we have permission to film in the museum, I don't think we need Navy support when we film.

Producer: Manabu Hirose c/o Rie Koko, Associate Producer

Production Company: NHK Enterprises

Address: 4-14 Kamiyama-cho, Shibuya-ku, Tokyo 150-0047, Japan

Phone Numbers: US Phone number – 516-449-1689

Fax: none

Email: rkokommp@gmail.com

Website(s) <http://pf.nhk-ep.co.jp/detail/2034>
<https://www.nhk-ep.co.jp/en/>

IMDB Link:

***Who will be signing the agreement on behalf of Production Company (Name, Title, Address, Phone, Email)?:** Manabu Hirose, 4-14 Kamiyama-cho, Shibuya-ku, Tokyo 150-0047, Japan

Email: rkokommp@gmail.com

Date of Shoot: 1 or 2 days during the week of April 17, preferably 4/20-21

Number of people for film crew (include their citizenship status):

3 Japanese citizen crew members (Producer/director, cameraman & sound recordist)

1 Japanese citizen with US greencard

1 American citizen (Mr. Don Walsh)

Location: The National Museum of the U.S. Navy

Date Show Will Air: Later this year

MC1 David Holmes

Project Officer

Navy Office of Information West

Motion Picture and Television Office

10880 Wilshire Blvd. Suite 1220

Los Angeles, CA 90024-4113

Mr.davidholmes@gmail.com

Tel: 310-235-7481

Fax: 310-235-7856

**U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-2014-0924-ND-00001**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with Paraiso Pictures hereinafter referred to as the “Production Company,” subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television show known at this time as “Drug Wars.”

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION [see Attachment 1].

It is agreed between DoD and the production company that:

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company’s rights in and to the photography and sound recordings made hereunder; the production company’s decisions with respect to these recordings shall be final.

1. The DoD project officer, Lieutenant Commander Mark Correa, is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the 2014 version of the treatment or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request
5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.
6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of “Drug Wars.” The estimated amount shall be detailed and included.
7. The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.
8. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company shall provide:
9. By approving DoD production assistance for “Drug Wars,” DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.
10. As a condition of DoD assistance, the production company shall:
 - a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys’ fees) arising from the production company’s possession or use of DoD property or other assistance in connection with this production of “Drug Wars.” This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.
 - b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.
 - c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other

controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on “The Pentagon Channel” or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

11. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. The roughly edited version must include subtitles or include voiceover in English so that the content may be reviewed accurately. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

12. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

13. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company

from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

14. The production company shall place a credit in the end titles immediately above the “Special Thanks” section (if any), substantially in the form of “Special Thanks to the United States Department of Defense,” with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

15. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

16. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

17. This agreement consists of five pages which includes one attachment. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of Drug Wars.

FOR THE DEPARTMENT OF DEFENSE

FOR PARAISO PICTURES

Signature and Date

Signature and Date

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

Alex Pereira
CEO
Paraiso Pictures
17001 Collins Ave. #2105
Miami, FL 33160

DoD _____

September 24, 2014

Paraiso Pictures _____

(b)(6)

ATTACHMENT 1

The United States Department of Defense (hereinafter referred to as “DoD” acting on behalf of the United States of America, hereby agrees with Paraiso Pictures, (hereinafter referred to as “Production Company”) subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a Production Company feature documentary TV series known as ‘Drug Wars.’ This contract is an attachment to the production assistance agreement between the Production Company and the DoD dated 24 Sep 2014.

U.S.Navy

1. Provide DoD escorted access to Naval Base San Diego, CA. on Oct. 6, 2014
2. Provide DoD escorted access to ship piers for the purpose of filming arrival, mooring ops, and off-load evolutions of CGC BOUTWELL.
3. Authorized approval to conduct videography and sound recording of arrival, mooring operations, and off-load evolutions of CGC BOUTWELL.

FOR THE DEPARTMENT OF DEFENSE

FOR PARAISO PICTURES

Signature and Date

(b)(6)

DoD Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

Signature and Date

Alex Pereira
CEO
Paraiso Pictures
17001 Collins Ave, #2105
Miami, FL 33160



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20130924-00003

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with Heartfelt Productions, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as The Empowerment Project.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION


1. With local command approval, to interview Vice Admiral Michelle Howard, Deputy CNO for Operations, Plans, and Strategy (N3/N5) on or about Sept. 29, 2013.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the September 24, 2013 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support.

DoD _____

Production Company 

to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of The Empowerment Project. The estimated amount shall be detailed and included. The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

-- No charges for this production.--

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company shall provide:

-- No charges for this production.--

8. By approving DoD production assistance for The Empowerment Project, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of The Empowerment Project. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be

DoD _____

Production Company 

required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised

DoD _____

Production Company 

(including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of four pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of The Empowerment Project.

(b)(6)
FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)
DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR HEARTFELT PRODUCTIONS

Ashley Hammen 9-25-13

Signature and Date

Ashley Hammen
Name: [production representative]

Ashley Hammen
Associate Producer

Title and Address

Heartfelt Productions
931 W. Wolcott Ave
Apt. #3
Chicago, IL 60622

DoD (b)(6)

Production Company *AH*

U.S. DEPARTMENT OF DEFENSE
PRODUCTION ASSISTANCE AGREEMENT
DoD-0428-ND-001-2016

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby expresses its intent, subject to the provisions herein, to provide to *GunnyTime LLC*, hereinafter referred to as the "production company," the assistance itemized in this Production Assistance Agreement (Agreement) in conjunction with the production of a television series known at this time as *GunnyTime with R. Lee Ermey (Second Season)*. This Agreement expresses the terms under which DoD intends to provide assistance. This Agreement does not authorize the obligation of any United States funding, nor should it be construed as a contract, grant, cooperative agreement, other transaction, or any other form of procurement agreement.

LIST OF MILITARY RESOURCES REQUESTED TO BE PROVIDED IN SUPPORT OF PRODUCTION. With approval from the Navy Office of Information West; Expeditionary Strike Group Three, Surface Forces Pacific and Commander, Third Fleet to provide escorted access aboard the USS MAKIN ISLAND (LHD-8) in order to film live-fire exercises, unclassified weapon technology, and crew from May 31-June 03, 2016. The DoD will make reasonable efforts to provide the assistance requested in the request for production assistance, to the extent approved by DoD, and subject to the limitations contained herein.

This Agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD project officer. The production company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. If such Agreement is either suspended or terminated, the sole right of the Production Company to appeal such decision is to the DoD designee responsible for coordinating production assistance for entertainment media operations ("DoD Director of Entertainment Media"). The requirements in Department of Defense Instruction 5410.16 shall apply to this Agreement.

It is understood between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this Agreement are met. The DoD project officer or his or her designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of *GunnyTime with R. Lee Ermey (Second Season)*. The DoD project officer is the military technical advisor, and all military coordination must go through him or her. The production company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involves or depicts the U.S. military.

DoD (b)(6)

Production Company 

2. The production company will cast actors, extras, doubles, and stunt personnel portraying Service members who conform to individual Military Service regulations governing age, height and weight, uniform, grooming, appearance, and conduct standards. DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of these portrayals cannot be resolved in negotiation between the production company and DoD within the 72-hour cure period. The DoD project officer will provide written guidance specific to each Military Service being portrayed.

3. DoD has approved production assistance as in the best interest of DoD, based on the April 28th, 2016 version of the script to the extent agreed upon by DoD. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

4. The operational capability and readiness of the Military Components will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

5. There will be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee will coordinate such standards and compliance therewith. DoD will provide the production company advance notice of such safety or conduct standards upon request.

6. All DoD property or facilities damaged, used, or altered by the production company in connection with the production will be restored by the production company to the same or better condition, cleaned and free of trash, normal wear and tear excepted, as when they were made available for the production company's use.

7. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of *GunnyTime with R. Lee Ermey (Second Season)*. The estimated amount will be detailed and included (e.g., "see Attachment 2," etc.). Unless otherwise agreed upon, the production company agrees to post advance payment or a letter of credit in the amount estimated to comprise the total additional DoD expenses or deposit such funds that may be reasonably necessary. The payment or letter of credit will be submitted to the military component(s) designated to provide the assistance, or to another DoD agency, as deemed appropriate by DoD.

a. DoD agrees to provide statements of charges assessed by each installation or DoD component providing assets to assist in the production within 45 days from the last day of the month in which filming is completed.

DoD (b)(6)
(b)(6)

Production Company

b. The production company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, including, but not limited to fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within 45 days from the last day of the month in which filming is completed.

8. The production company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD project officer, the DoD Director of Entertainment Media or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099.

For each of these individuals, the production company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.

b. A full-size vehicle (with fuel and with loss, damage, and collision automobile insurance paid for by the production company) for his or her personal use during the filming, including for his or her stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided.

c. Hotel accommodations equivalent to those provided to the production company's crew.

d. A dedicated, on-location trailer room or other comparable work space with full Internet access, desk, seating, and ensuite toilet.

9. By approving DoD production assistance for [enter title of production], DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in this Agreement (e.g. Paragraphs 12-13).

10. As a condition of DoD assistance, the production company will:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of *GunnyTime with R. Lee Ermey (Second Season)*, to include pre-production, post-production, and DoD-provided orientation or training. This provision will not in any event require production company to indemnify or hold harmless DoD, its agencies,

DoD (b)(6)

Production Company ML

officers and or employees from or against any claims arising from defects in DoD property or negligence on the part of DoD, its agencies, officers, or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials may be used to show DoD viewers how DoD is assisting in the production; such materials may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore, no DoD personnel will photograph actual filming, talent, or sets without the prior approval of the production company.

11. The production company will provide the DoD project officer with whatever internal communications equipment it is supplying to production company crew members to communicate on the set during production of military-themed sequences. The production company will also supply the DoD project officer with earphones to monitor military-themed dialogue and other sound recording during these periods.

12. The production company will screen for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated to allow DoD to confirm the military sequences conforms to the agreed script treatment, or narrative description; to preclude release or disclosure of sensitive, security-related, or classified information; and to ensure that the privacy of DoD personnel is not violated. Should DoD determine that material in the production compromises any of the preceding concerns, DoD will alert the production company of the material, and the production company will remove the material from the production. The production company will bear the travel, lodging, per diem, and incidental expenses incurred in transporting the DoD project officer and the DoD Director of Entertainment Media, or their designees, to the location where the screening is held.

13. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the production

Do (b)(6)

Production Company

company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

14. The production company will also provide an official DoD screening of the completed production in Washington, D.C., prior to public exhibition. An alternative screening location may be authorized by DoD, in negotiation with the production company. In this case, the production company will pay the travel and lodging expenses incidental to the attendance at the screening of the DoD project officer and the Director of Entertainment Media or their designees.

15. The production company will place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) will be in keeping with industry customs and practices, and will be of the same size and font used for other similar credits in the end titles.

16. The production company will provide DoD with five copies of all promotional and marketing materials (e.g., electronic press kits, one-sheets, and television advertisements) for internal information and historical purposes in documenting DoD assistance to the production.

17. The production company will provide a minimum of ten digital videodisc (DVD) copies of the completed production to DoD for internal briefings and for historical purposes, by overnight shipment to arrive the day following the first domestic airing or commercial distribution of the production. DoD will not exhibit these DVDs publicly or copy them; however, DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance, for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose.

18. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD project officer and assigned official technical advisor(s), whose activities must be consistent with their authorized additional duties. DoD personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service or Department regulations. In such cases, these conditions apply:

a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.

b. The DoD project officer will ensure that DoD personnel will comply with standards of conduct regulations in accepting employment.

c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

DoI (b)(6)

Production Company 

19. The production company may make donations or gifts in-kind to morale, welfare, and recreation programs of the military unit(s) involved; however, donations of this kind are not at all required, and are not in any manner a consideration in the determination of whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD project officer and must comply with law and DoD policies.

20. The undersigned parties warrant that they have the authority to enter into this Agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

21. This Agreement consists of six pages. Each page will be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)
Signature and Date

FOR GUNNYTIME LLC

Bill Rogin 4/28/16
Signature and Date

Name of DoD Representative:

(b)(6)
DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

Name of Production Company Representative:

BILL ROGIN
EXECUTIVE PRODUCER
GUNNYTIME LLC

Title and Address

427 N. CANON DR.
SUITE 215
BEVERLY HILLS, CA 90210

Do (b)(6)



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
20141103-AFD-00217-1411-[2014]

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with Eye Productions, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with production of a television series known as HAWAII FIVE-O Episode 513.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION
[see Attachment 1].

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The Air Force project officer, (b)(6) is the official Air Force representative responsible for ensuring that the terms of this agreement are met. The Air Force project officer is the Air Force technical advisor and all Air Force coordination for the specified scenes in Episode 513 must go through him. The production company shall consult with the Air Force project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. Air Force.
2. The production company will cast actors, extras, doubles, and stunt personnel portraying service members who conform to individual military service regulations governing age, height, weight, uniform, grooming, appearance and conduct standards. DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of these portrayals cannot be resolved in negotiation between the production company and DOD within the 72 hour cure period, provided in the event of disagreement the production company's decisions shall be final and binding but the DoD may elect to terminate any future DoD Assistance to the production company in connection with HAWAII FIVE O, but nothing contained herein shall restrict any of the production companies rights in and to the photography and sound recordings made hereunder). The DoD Project officer will provide written guidance subject to each military service being portrayed.

Do (b)(6)

3. DoD has approved production assistance as in the best interest of DoD, based on the Studio Network Outline 10-27-14 version of the script. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the Air Force depictions made to either the picture or the sound portions of HAWAII FIVE O before it is exhibited to the public. The production company agrees to advise the DoD Project officer of these changes, including those that may be made during post production, provided, however, that in the event of disagreement, the Production Company's decisions with respect to such changes, if any, shall be final and binding; provided further, that in the event of a disagreement, the DoD may elect to terminate all future assistance to the Production Company in connection with HAWAII FIVE O (but nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder.)

4. The operational capability and readiness of the Military Service will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

5. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request by the Production Company.

6. All DoD property or facilities damaged, used or altered by the production company in connection with the production will be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

7. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of HAWAII FIVE-O, episode 5-13. The estimated amount shall be detailed and included (see Attachment 2).

- a.) DoD agrees to provide statements of charges assessed by each installation or DoD component providing assets to assist in the production within 45 days from the last day of the month in which filming is completed. Reimbursements are to be restored to each specific amount from which they are drawn to assist the production.
- b.) The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

8. The production company will be charged for the travel, lodging, industry-standard per diem, and incidental expenses for the Air Force project officer. For this individual, the production company will provide:

DoD (b)(6)

- a. Round-trip air transportation and ground transfers to the production location(s) at which there is an Air Force portrayal or involvement, at times deemed appropriate by the DoD project officer.
- b. A full-sized vehicle (with fuel, and with loss, damage, and collision automobile insurance paid for by the production company) for his or her personal use during the filming period, including for his or her stay at the production location(s). If parking at the location is not available, transportation to and from the lodging location to the production site will be provided.
- c. Hotel accommodations equivalent to those provided to the production company's crew.
9. By approving DoD production assistance for HAWAII FIVE-O Episode 5-13, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 13 of this agreement.
10. As a condition of DoD assistance, the production company will:
- a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and reasonable outside attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of HAWAII FIVE-O Episode 5-13. This provision will not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.
- b. Provide proof of adequate industry standard liability insurance, naming DoD as additional insured entity prior to the commencement of production involving DoD, and to maintain at its sole expense, and to provide a certificate of insurance, in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.
- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media

DoD

(b)(6)

source, which imagery will not be posted on any DoD Media until after the initial broadcast of that particular episode of HAWAII FIVE-O. Either at the time DoD has provided production assistance to production company or shortly thereafter, both the production company and DoD public affairs personnel will work together on making a determination on when will be an appropriate time to make such imagery available on the DoD Website or "The Pentagon Channel" or other publicly accessible media. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

11. The production company will provide the DoD Project Officer with whatever internal communications equipment it is supplying to Production Company crew members to communicate on the set during production of military-themed sequences. The Production Company will also supply the DoD Project Officer with earphones to monitor military-themed dialogue and other sound recording devices during these periods.

12. The production company will screen for the DoD project officer or his designee, the roughly edited version of the production at a stage in editing when changes can be accommodated; to allow DoD to confirm the military sequences conforms to the agreed script, but only to the extent required to allow DoD to confirm that the tone of the military sequences substantially conforms to the scripted sequence agreed upon by DoD; provided however, in the event of disapproval by DoD, the Production Company's decisions with respect to such changes, if any, shall be final and binding; provided further, that in the event of disapproval, DoD may elect to terminate all future assistance to the Production Company in connection with HAWAII FIVE-O; (but nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder).

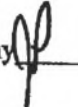
13. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

14. The Production Company will also provide the DoD Project Officer with a screening copy of the completed production episode, prior to the episode's public exhibition.

15. Subject to network approval and restrictions, the production company will use its best efforts to place a credit in the end titles, substantially in the form of "Military Equipment and Assistance Courtesy of the United States Department of Defense" acknowledging the military assistance provided, all other aspects at studio's sole discretion. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles. Any inadvertent failure to accord such credit will not be a breach of this agreement.

16. The Production Company will provide DoD with five copies of all promotional and marketing materials (e.g. electronic press kits, one-sheets) for internal information and historical purposes in documenting DoD assistance to the production.

DoD (b)(6)

Production Company 

17. The Production Company will provide a minimum of five (5) digital video (DVD) or Blu-Ray copies of the completed production to DoD for internal briefings and for historical purposes, following the initial domestic network broadcast of HAWAII FIVE-O episode 5-13. DoD will not duplicate these DVDs or exhibit them. DoD is allowed to use short clips from them in official presentations by uniformed and civilian DoD personnel who were directly involved in providing DoD Assistance, for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose.

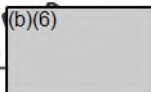
18. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities with the exception of the DoD Project officer and assigned official technical advisor(s), whose activities must be consistent with their authorized additional duties. Military personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service regulations. In such cases, these conditions apply:

- a. Contractual obligations are solely between those individuals and the production company; however, they should be consistent with industry standards
- b. The DoD Project officer will ensure that military personnel will comply with standards of conduct regulations in accepting off-duty employment
- c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

19. The production company may make donations or gifts in-kind to morale, welfare, and recreation programs of the military unit involved; however, donations of this kind are not at all required, and are not in any manner a consideration in the determination of whether or not a production should receive DoD Assistance. All such donations must be coordinated through the DoD project officer.

20. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

DoD



Production Company

A handwritten signature in black ink, appearing to be "JP", written over a horizontal line.

21. This agreement consists of six pages and one attachment. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to exhibition, promotion, and marketing of HAWAII FIVE O Episode 5-13.

FOR THE DEPARTMENT OF DEFENSE

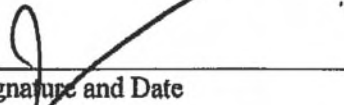
(b)(6)

Signature and Date

(b)(6)

Director, Entertainment Media
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR EYE PRODUCTIONS


Signature and Date

Name: Jeff Downer

Co-executive Producer, 510 18th Ave
Title and Address Honolulu, HI 96816

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Production Company 

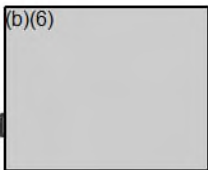
US DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
20141103-AFD-00217-1411-[2014]

Attachment 1

The US Air Force agrees to provide access to Joint Base Pearl Harbor-Hickam for the dates Nov 10-12 2014, subject to permission of the installation commander, and fully revocable at any time; to cast, crew and production members as agreed upon by the conditions set forth in the PAA number above, for the purpose of filming HAWAII FIVE-O, episode 5-13; specifically, access to a C-17A on DV-spot 1.

No other specified US Air Force assets are requested at this time. However, further requests shall be considered subject to availability and the terms set forth in the PAA attached, and numbered above.

Nothing Follows////////////////////////////////////

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Production Company _____

The United States Department of Defense (hereinafter referred to as "DoD") acting on behalf of the United States of America, hereby agrees with Eye Productions Inc., (hereinafter referred to as "the Production Company") subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a CBS television series known as "Hawaii Five-0." **This contract is an addendum to the already existing production assistance agreement between the Production Company and the DoD dated 14 August 2012.**

It is agreed between DoD and the Production Company that existing filming opportunities listed in the agreement is hereby amended to include the following items:

1. To film at sunrise on the Ford Island pier (JBPHH) at the bow of the USS MISSOURI Memorial ship one scene featuring a CBS Hawaii 5-0 actor (MCGarrett) wearing Navy dress white uniform saluting the ARIZONA Memorial
2. No base camp will be established. A 10-15 person production crew in several vehicles will be escorted by JBPHH PAO and USS MISSOURI PAO the morning of 08 MAR 17 for a half day of production to set up, film and break down the scene.

Deviation from this schedule must be approved by the Navy Office of Information and Joint Base Pearl Harbor Public Affairs Officer. The undersigned DoD and Production Company representatives will initial each page of this license agreement.

This addendum includes one (1) page.

FOR THE DEPT. OF DEFENSE

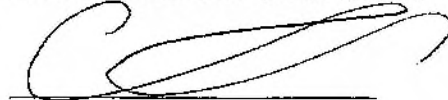
(b)(6)

Signature/Date

(b)(6)

Director, Entertainment Media
The Pentagon, Room 2E966
Washington, D.C. 20301-1400

FOR THE PRODUCTION COMPANY



Signature/Date

Craig Cannold
Producer, Eye Productions Inc.
510 18th Avenue
Honolulu, HI 96816

For DoD (2-2)

Production Company

Prepared by (b)(6)



U.S. DEPARTMENT OF DEFENSE
TELEVISION SHOW PRODUCTION ASSISTANCE AGREEMENT
DoD-001-09August2013

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with the British Broadcasting Corporation hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television show known at this time as Horizon - Comets.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With Navy escort and local command approval, to film areas of the Coso Hot Springs on Naval Air Weapons Station China Lake on or about September 15, 2013.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the August 09, 2013 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

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Production Company CH

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of Horizon - Comets. The estimated amount shall be detailed and included.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

--No additional costs to DoD for this production--

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company shall provide:

--No DoD travel or accommodations are required for this production.--

8. By approving DoD production assistance for Horizon - Comets, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.


9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of Horizon - Comets, to the extent directly arising from the negligent act or omission of the production company or its employees, servants and/or agents. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

DoD
(b)(6)

- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Any such use must not take unfair advantage of the BBC brand or misuse the BBC's trademarks. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.
- f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).
10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice. The DoD agrees to provide feedback in writing to the production company within five business days of receipt of the roughly edited segment of the production, and the BBC shall make amendments to correct any agreed factual inaccuracies and remove any material that may be considered to contain sensitive or classified information or to constitute an unjustifiable infringement of DoD personnel or violation of the Uniform Code of Military Justice. If the DoD fails to provide the production company with its comments within said five business days, the DoD shall be deemed to have no comments to make on the segment. To ensure the journalistic integrity of the production, the production company shall retain final editorial control.
11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care,

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Production Company CH

real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "With Thanks" section (if any), substantially in the form of "With Thanks to the United States Department of Defense." Such acknowledgement(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles. The award of a credit shall be subject to the production company's Editorial Guidelines.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of four pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of Horizon - Comets.

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FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date (b)(6)

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

(b)(6)
D

FOR BRITISH BROADCASTING CORPORATION

C. Hutchings 27/08/13

Signature and Date

Chloe Hutchings
Contracts Executive
BBC TV Locations
MC4D101, Media Centre
201 Wood Lane, London, W12 7TP

Production Company CH



U.S. DEPARTMENT OF DEFENSE
TELEVISION SHOW PRODUCTION ASSISTANCE AGREEMENT
DOD-20140324-T-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with the Leopard Films USA hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television show known at this time as "House Hunters International – Rota, Spain."

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

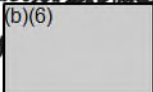
1. With Navy escort and local command approval, to film interior and exterior of David Glasgow Farragut DODEA school onboard Naval Station Rota, Spain.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, ^{(b)(6)} [redacted] is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the March 24, 2014 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact ~~of the~~ to the production caused by the premature withdrawal or change in support

DoD



Production Company TT

to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of House Hunters International – Rota, Spain. The estimated amount shall be detailed and included.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

--No additional costs to DoD for this production--

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company shall provide:

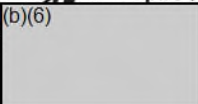
--No DoD travel or accommodations are required for this production.--

8. By approving DoD production assistance for House Hunters International – Rota, Spain, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of House Hunters International – Rota, Spain. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an

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additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

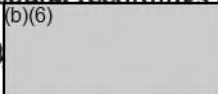
f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other

DoD



Production Company TT

productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.


16. This agreement consists of four pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of House Hunters International – Rota, Spain.

(b)(6)
FOR THE DEPARTMENT OF DEFENSE


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Signature and Date (b)(6)
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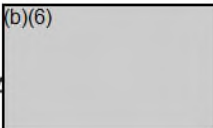
DoD Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR LEOPARD FILMS USA


3/25/14
Signature and Date

Tiffany Tran
Production Manager
127 E. 26th Street
New York, NY 10036

 - Dominique Brunella
Senior line producer

DoD 



U.S. DEPARTMENT OF DEFENSE
TELEVISION SHOW PRODUCTION ASSISTANCE AGREEMENT
DoD-20131003-0001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with Nutopia Limited hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television show known at this time as How We Got To Now.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. Pending availability and local command approval, to film in available spaces and to interview willing and available command-designated U.S. Navy spokesperson(s) at Directorate of Time on or about Oct. 18, 2013.
2. Pending availability and local command approval, to film in approved areas and to interview willing and available command-designated U.S. Navy spokesperson (s) aboard designated submarine on or about Oct. 25, 2013.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the Oct. 3, 2013 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired.

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Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of How We Got To Now. The estimated amount shall be detailed and included. The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company shall provide:

--No DoD travel or accommodations are required for this production.--

8. By approving DoD production assistance for How We Got To Now, DoD hereby provides a general release to the production company for the use worldwide in all media in perpetuity of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of How We Got To Now. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an

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Production Company CM

additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.
- f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice. It is acknowledged and agreed by the DoD that the production company shall have final editorial control over the production, while strictly ensuring sensitive or classified material is not disclosed

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

DoD (b)(6)

Production Company RM

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be used outside the context of the production or the advertising or promotion of the production or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting worldwide in perpetuity the production in any and all media and ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall endeavour to place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles. The foregoing credit shall be subject to broadcaster approval.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of four pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of How We Got To Now.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

DoD

(b)(6)

FOR NUTOPIA TV

Signature and Date

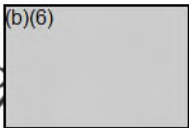
ROBERT MCFARLAND
10/10/2013

1st Floor - Kirkman House
12/14 Whitfield St
London W1T 2RF - UK

Production Company MM

NOT USED

DoD



**U.S. DEPARTMENT OF DEFENSE PRODUCTION ASSISTANCE AGREEMENT
DoD - HUNTER KILLER Productions, LLC (Project #DoD- 2015-0116-NF-00001)**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **HUNTER KILLER Productions, LLC** hereinafter referred to as the “Production Company,” subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of the feature film presently known as HUNTER-KILLER, hereinafter referred to as the “Film.”

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist the production. In the event of dispute, the Production Company will be given a written notice of non-compliance by the DoD Project Officer.

The Production Company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, in no event shall the DoD be entitled to rescind, interfere, and/or enjoin Production Company’s ownership, use, production, broadcast, exhibition, distribution, marketing, advertising, publicity, promotion or other exploitation of the rights granted to it and/or any material produced hereunder and nothing contained herein shall restrict any of the Production Company’s right in and to the photography and sound recordings made hereunder; the Production Company’s decisions with respect to these recordings will be final.

Specifically:

1. It is agreed between DoD and the Production Company that HUNTER-KILLER is an action feature film which features U.S. Navy forces engaging in hostile defensive actions outside the territorial waters of the United States against a competent military adversary and includes a senior leader hostage rescue; a distressed submarine crew rescue; modern unclassified submarine warfare tactics, techniques and procedures (TTPs) demonstrating the professionalism of the commanding officer and crew of Virginia-class and Los Angeles-class fast attack submarines. This film is an opportunity for the DoD and the USN to showcase the discipline of the crew, command structure, and communications. This film represents a unique opportunity to introduce to the public female submarine crew-member integration, and illumination of some of the mystery of undersea operations.
2. The film script was screened for thematics and approved 18 December 2014 by the Principal Director for Russia, Ukraine, and Eurasia Policy International Security Affairs in the Office of the Under Secretary of Defense for Policy in correspondence to the DoD Director of Entertainment Media in the Pentagon.

HUNTER KILLER Productions, LLC – Department of Defense Production Assistance Agreement

3. The film script dated 13 January 2015 was reviewed and approved for Navy participation by the Navy's Chief of Information (CHINFO), in a "not to interfere with current missions basis, and at no additional or unreimbursed cost to the government."
4. Wherever feasible in the 2015 production window and the fleet's planned schedule, CHINFO requests Type Commanders (TYCOMS) in the Pacific Fleet area of responsibility to map existing ship and aircraft training evolutions coordinated through COMMANDER, FLEET FORCE COMMAND, COMMANDER, UNITED STATES PACIFIC FLEET, COMMANDER SUBMARINE FORCE, and COMMANDER, UNITED STATES THIRD FLEET to surface, air and sub-surface assets relevant to scenes in the film depicting U.S. forces engaged in warfighting, patrol and rescue operations.
5. CHINFO's Office of Community Outreach (OI-6) has designated the Navy Office of Information West, Los Angeles, CA as the lead coordinating office. The Director, (b)(6) is designated the official DoD Project Officer, serving as the representative responsible for ensuring that the terms of this agreement are met. The DoD Project Officer is the entry point for the Production Company to request scouting, access or support from all of the services in the DoD including requests for base access, equipment, facilities, ships or aircraft for the United States Navy or Navy Reserve; United States Air Force, Air Force Reserve or Air National Guard; United States Army, Army Reserve or National Guard; United States Marine Corps; or United States Coast Guard.
6. The DoD Project Officer or his designee will coordinate cradle to grave with the Production Company's representatives all aspects of DoD representation in the film including sets, props, wardrobe, special effects, locations, art and graphics to best depict or portray the military in an accurate light. In addition to the DoD Project Officer, the Navy type commander (COMSUBPAC memo addendum two) will assign a military subject matter expert (SME) post-command Virginia-class commanding officer to the production to provide subject matter expertise on all matters relative to submarine warfare, submarine communications, and submarine operations. The COMSUBPAC SME will ensure that all access or depictions of submarine operations are cleared and sanitized of any sensitive or classified information prior to production personnel being allowed access.
7. Adversary portrayal, equipment and warships depicted of the enemy will not be supported directly by this PAA or the DoD Project Officer. War engagements must be a combination of Production Company generated graphics, museum ships, sets, or arrangements with other government or commercial leasing companies that offer access to desired military components.
8. Stock footage. The Production Company will be authorized access to search DoD released imagery of fleet and submarine operations now available in the public domain to be included in the film where appropriate to display submarine warfare, strike-group formations, patrol air and sea, and search and rescue operations.
9. Scouting locations. It is acknowledged that production has requested scouting opportunities for a Virginia-class and Los Angeles-class submarine (Pearl Harbor, HI). NAVINFOWEST will



HUNTER KILLER Productions, LLC – Department of Defense Production Assistance Agreement

make best efforts to coordinate scouts including all advance clearances, logistics, and DoD escorted base access per productions request. Production members with U.S. citizenship (not dual-citizenship) will have credentials vetted for access through appropriate DoD channels to COMSUBPAC for submarine and base access. Foreign nationals identified by production with a need for access will be asked to go through their embassy home of record military liaison office once the PAA is signed to begin the vetting process through COMSUBPAC to OSD. All scouts must be accompanied by the DoD Project Officer or designee.

10. Location filming. It is acknowledged that production has requested filming opportunities from a main base camp to be established in Whittier (Anchorage) Alaska for approximately two months beginning 13 April 15 (to simulate northern arctic conditions of Russian naval base). Second unit opportunities will be coordinated concurrently and to book-end main unit through COMSUBPAC and COMTHIRDFLT to document current relevant operations and exercises, work-ups, test firings of torpedos/missiles, maneuvering at sea, command center communications (unclas), and second unit access to showcase submarine crew engagement, embed several actors for background filming, document prep for sea and anchor detail, general quarters, loading supplies for rapid response departure, and other scenes needing “realism” in proximity to the depicted platforms. NAVINFOWEST will make best efforts to coordinate these requests through the type commanders public affairs staffs including SME engagement, all advance clearances, logistics, and DoD escorted base access per productions request.
11. The Production Company will cast actors, extras, doubles, and stunt personnel portraying Servicemembers who conform to individual Military Service regulations governing age, height and weight, uniform, grooming, appearance, and conduct standards. DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of these portrayals cannot be resolved in negotiation between the Production Company and DoD within the 72-hour cure period; provided, however, in the event of disagreement, the Production Company’s decisions shall be final and binding but the DoD may elect to terminate any future DoD assistance to the Production Company in connection with the Film (but nothing contained herein shall restrict any of the Production Company’s rights in and to the photography and sound recordings made hereunder). The DoD Project Officer will provide written guidance specific to each Military Service being portrayed.
12. DoD has approved production assistance as in the best interest of DoD, based on the 13 January, 2015 version of the script. The Production Company must obtain, in advance, DoD concurrence for any subsequent changes to the military depictions while in production which do not conform to the terms herein or DoD may terminate any further assistance as set forth below. The DoD Project Officer will expedite change requests on behalf of production to appropriate officials so as not to delay scheduled filming as much as possible, made to either the picture or the sound portions of the Film, before the Film is exhibited to the public. The Production Company agrees to advise the DoD Project Officer of these changes, including those that may be made during post- production; provided, however, in the event of disagreement, the Production Company’s decisions with respect to such changes, if any, shall be final and binding; provided further, that in the event of a disagreement, the DoD may elect to terminate any future assistance to the Production Company in connection with the Film (but nothing contained herein shall restrict any of the Production Company’s rights in and to the photography and sound recordings made

DoD (b)(6)

04 Feb 2015 V3

HUNTER KILLER Productions, LLC

(Prepared by (b)(6)

Page 3 of 10



13. The operational capability and readiness of the Military Service will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief or sequestration may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the Production Company.
14. There will be no deviation from established DoD safety and conduct standards. The DoD Project Officer or his designee will coordinate such standards and compliance therewith. DoD will provide the Production Company advance notice of such safety or conduct standards upon request by the Production Company.
15. All DoD property or facilities damaged, used, or altered by the Production Company in connection with the production will be restored by the Production Company to the same or better condition, normal wear and tear excepted, as when they were made available for the Production Company's use.
16. The Production Company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of the Film. The estimated amount will be detailed and included upon request by the Production Company. In the event any such assistance requested by Production Company will result in additional expenses, DoD shall notify Production Company in writing and in advance of such costs.
 - a. DoD agrees to provide statements of charges assessed by each installation or DoD component providing assets to assist in the production within 45 days from the last day of the month in which Filming is completed. Reimbursements are to be restored to each specific account from which they are drawn to assist the production.
 - b. The Production Company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.
 - c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within 45 days from the last day of the month in which Filming is completed.
 - d. SEC. 862. REIMBURSEMENT OF DEPARTMENT OF DEFENSE FOR ASSISTANCE PROVIDED TO NONGOVERNMENTAL ENTERTAINMENT-ORIENTED MEDIA PRODUCERS.
 - e. IN GENERAL--Subchapter II of chapter 134 of title 10, United States Code, is amended by inserting after section 2263 the following new section: § 2264. Reimbursement for assistance provided to nongovernmental entertainment-oriented media producers
 - f. IN GENERAL--There shall be credited to the applicable appropriations account or fund from which the expenses described in subsection (b) were charged any amounts received by the Department of Defense as reimbursement for such expenses.
 - g. DESCRIPTION OF EXPENSES--The expenses referred to in subsection (a) are any expenses (1) incurred by the Department of Defense as a result of providing assistance



HUNTER KILLER Productions, LLC – Department of Defense Production Assistance Agreement

Production Company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved. Policy limits of \$1 Million per occurrence, \$3Million in aggregate are hereby approved.

- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD Project Officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD Project Officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of Production Company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials are for the purpose of communicating how DoD is assisting in the filming. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source, which imagery will not be posted on any DoD Media until after the initial theatrical release of the Film. Either at the time DoD has provided production assistance to Production Company or shortly thereafter, both Production Company and DoD public affairs personnel will work together on making a determination of when will be an appropriate time to make such imagery available on the DoD website or on "The Pentagon Channel" or other publicly-accessible media. Therefore no DoD personnel will photograph actual Filming, talent, or sets without the prior approval of the Production Company.

20. The Production Company will provide the DoD Project Officer with whatever internal communications equipment it is supplying to Production Company crew members to communicate on the set during production of military-themed sequences. The Production Company will also supply the DoD Project Officer with earphones to monitor military-themed dialogue and other sound recording during these periods.
21. The Production Company will screen for the DoD Project Officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated; to allow DoD to confirm the military sequences conforms to the agreed script, but only to the extent required to allow DoD to confirm that the tone of the military sequences substantially conforms to the scripted sequence agreed upon by DoD; provided, however, in the event of disapproval by the DoD, the Production Company's decisions with respect to such changes, if any, shall be final and binding; provided further, that in the event of a disapproval, the DoD may elect to terminate any future assistance to the Production Company in connection with the Film (but nothing contained herein shall restrict any of the Production Company's rights in and to the photography and sound recordings made hereunder).
22. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the Production Company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including,



HUNTER KILLER Productions, LLC – Department of Defense Production Assistance Agreement

without limitation, television, web content, home video, theme parks, merchandizing and publishing) or from using clips in promotional material advertising and commercial tie-ins relative thereto.

23. The Production Company will also provide the opportunity to the DoD Project Officer and the Director of Entertainment Media in Washington, D.C. to screen the completed production, prior to its public exhibition.
24. Subject to studio approval and restrictions, the Production Company will use its best efforts to place a credit in the end titles, substantially in the form of "Military Equipment and Assistance Courtesy of the United States Department of Defense," acknowledging the military assistance provided, all other aspects at Studio's sole discretion. Such acknowledgment(s) shall be in keeping with industry customs and practices, shall be of the same size and font used for other similar credits in the end titles. Any inadvertent failure to accord such credit will not be a breach of this Agreement.
25. The Production Company will provide DoD with five (5) copies of all promotional and marketing materials (e.g., electronic press kits, one-sheets) for internal information and historical and public purposes in documenting DoD assistance to the production.
26. The Production Company will provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes, following the initial video release of the Film. DoD will not exhibit these DVDs or copy them. DoD is allowed to use short clips from them in official presentations for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose. In the event any talent is depicted in any such clips, DoD understands that it must, at its own expense, obtain all required authorization; clearances, consents, and releases from such talent prior to using such clips in said presentation.
27. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD Project Officer and assigned official technical advisor(s) and subject matter expert(s), whose activities must be consistent with their authorized additional duties. Military personnel in an off-duty, non-official status may be hired by the Production Company to perform as actors, extras, etc., provided there is no conflict with existing Service regulations and approved by the individuals' chain of command. In such cases, these conditions apply:
 - a. Contractual agreements are solely between those individuals and the Production Company; however, they should be consistent with industry standards.
 - b. The DoD Project Officer will ensure that Military personnel will comply with standards of conduct regulations in accepting employment.
 - c. The Production Company is responsible for any disputes with unions governing the hiring of non-union actors or extras.
28. The Production Company may make donations or gifts in-kind to morale, welfare, and recreation programs of the military unit(s) involved; however, donations of this kind are not at all required.

HUNTER KILLER Productions, LLC – Department of Defense Production Assistance Agreement and are not in any manner a consideration in the determination of whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD Project Officer.

29. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.
30. This agreement consists of eight (8) pages plus (2) attachments. Each page will be initialed by the undersigned DoD and Production Company representatives. Production Company shall be the sole owner of any and all rights to the Film, in any and all media, whether now known or hereafter devised, in perpetuity, throughout the universe, including all rights granted herein, which include all rights of every kind in and to the photography and recordings made in and about the DoD Property, DoD materials, and insignia, solely in connection with the Film and to exploit all rights set forth above. Production Company shall have the unfettered right to license, assign, and otherwise transfer any or all rights acquired in this Agreement to any person or entity. DoD will not have any right of action, including, without limitation, any right to injunctive relief against the Production Company or its successor or any other party arising out of use or non-use of said photography or sound recordings.
31. Pursuant to the terms and conditions of this Agreement, Production Company has the right to enter locations designated by DoD and to photograph, reproduce, replicate, fictionalize, and use the real and personal property, exterior and interior premises (including the name, signs, and identifying features thereof) and to bring personnel and equipment on the DoD designated premises and remove the same.

FOR THE DEPARTMENT OF DEFENSE

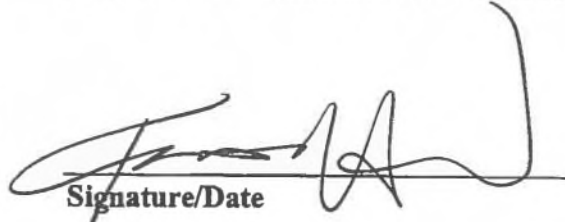
FOR HUNTER KILLER PRODUCTIONS, LLC

(b)(6)

Signature/Date

(b)(6)

Director, Entertainment Media
The Pentagon, Room 2E966
Washington, D.C. 20301-1400



Signature/Date

Kenneth Halsband
HUNTER KILLER Productions, LLC
9242 Beverly Boulevard Suite 300
Beverly Hills, CA 90210

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(Prepared by
Page 8 of 10

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04 Feb 2015 V3

HUNTER KILLER Productions, LLC



ATTACHMENT 1

The United States Department of Defense (hereinafter referred to as “DoD” acting on behalf of the United States of America, hereby agrees with **HUNTER KILLER Productions, LLC** (hereinafter referred to as “Production Company”) subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a Production Company feature film known as HUNTER-KILLER. As of this writing, no formal assets for support have been identified. A scene by scene storyboard will be developed and submitted by production to coordinate and collaborate filming opportunities.

FOR THE DEPARTMENT OF DEFENSE

FOR HUNTER KILLER PRODUCTIONS, LLC

(b)(6)

Signature/Date

(b)(6)

Director, Entertainment Media
The Pentagon, Room 2E966
Washington, D.C. 20301-1400



Signature/Date

Kenneth Halsband
HUNTER KILLER Productions, LLC
9242 Beverly Boulevard Suite 300
Beverly Hills, CA 90210

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Prepared by (b)(6)
Page 9 of 10

04 Feb 2015 V3

HUNTER KILLER Productions, LLC





DEPARTMENT OF THE NAVY
COMMANDER SUBMARINE FORCE
UNITED STATES PACIFIC FLEET
BLDG 819
1430 MORTON STREET
PEARL HARBOR, HI 96880-4884

8 Jan 15

From: Commander Submarine Force, U.S. Pacific Fleet
To: Chief of Information, Navy Department, Washington, DC,
20350-1200

Subj: TYPE COMMANDER ENDORSEMENT OF SUPPORT TO RELATIVITY FILMS
SCREENPLAY, HUNTER-KILLER

1. Commander Submarine Force, U.S Pacific Fleet (CSP) representatives have reviewed and leadership has approved support to the latest draft version of the proposed Relativity Films screenplay, HUNTER-KILLER. CSP has participated throughout the submission of several iterations of revision notes to the Relativity Films producers through Navy Office of Information West (NAVINFOWEST) liaison officials in Hollywood for the U.S. Navy Chief of Information (CHINFO).

2. HUNTER-KILLER is an action feature film which includes hostage rescue; a distressed submarine crew rescue; and modern unclassified tactics, techniques and procedures (TTPs) of the commanding officer and crew of Virginia-class and Los Angeles-class fast attack submarines.

3. Messages and themes indicative of the Navy core values of honor, courage and commitment are threaded throughout the screenplay. This is an opportunity to showcase submarine platforms and warfare capabilities against a competent adversary, as well as demonstrate the professionalism and discipline of the crew, command structure and communications, female crew member integration, and illumination of some of the mystery of undersea operations.

4. CSP has assigned a subject matter expert (SME), a senior staff, post-command officer, to review with public affairs the script's thematics and weave in key talking points relevant to the submarine community.

5. CSP has been informed that the film script has initial support from both CHINFO and the Office of the Secretary of Defense (OSD).

6. With CHINFO concurrence and OSD approval, CSP is prepared to:

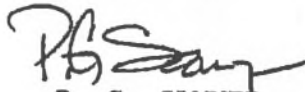
Subj: TYPE COMMANDER ENDORSEMENT OF SUPPORT TO RELATIVITY FILMS
SCREENPLAY, HUNTER-KILLER

a. Provide escorted access to a Virginia-class submarine for an upcoming January 2015 scout visit at Joint Base Pearl Harbor-Hickam.

b. Continue to provide a SME as available to ensure all ships spaces are sanitized, unclassified TTPs are demonstrated, and all production support requests are vetted through NAVINFO WEST and approved on a "not to interfere with mission/no cost to the government basis" during the first quarter of 2015.

c. As available, a senior SME will be provided to the production company, coordinated through the director of NAVINFO WEST, for key locations and studio filming days as a liaison to the production company to provide on-set dialog and depict action scenes accurately (all travel and per diem expenses are incurred by the production studio).

7. CSP concurs with CHINFO and OSD in viewing this feature film as a unique opportunity to highlight the capabilities of modern U.S. Submarines as well as the professionalism, extensive training and leadership of its officers and crew.


P. G. SAWYER

U.S. DEPARTMENT OF DEFENSE
PRODUCTION ASSISTANCE AGREEMENT
DoD-2016-0623-NT-00001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby expresses its intent, subject to the provisions herein, to provide to Hunter Killer Productions, INC., hereinafter referred to as the "production company," the assistance itemized in this Production Assistance Agreement (Agreement) in conjunction with the production of a feature motion picture known at this time as "Hunter Killer." This Agreement expresses the terms under which DoD intends to provide assistance. This Agreement does not authorize the obligation of any United States funding, nor should it be construed as a contract, grant, cooperative agreement, other transaction, or any other form of procurement agreement.

The DoD will make good faith efforts to provide the assistance requested in the request for production assistance, to the extent approved by DoD, and subject to the limitations contained herein.

This Agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD Project Officer. The production company will have a 3 business day cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 3 business day cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. If such Agreement is either suspended or terminated, the sole right of the Production Company to appeal such decision is to the DoD designee responsible for coordinating production assistance for entertainment media operations ("DoD Director of Entertainment Media"). The requirements in Department of Defense Instruction 5410.16 shall apply to this Agreement.

It is understood between DoD and the production company that:

1. The DoD Project Officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this Agreement are met. The DoD Project Officer or his or her designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of "Hunter Killer." The DoD Project Officer is the military technical advisor, and all military coordination must go through him or her. The production company will consult with the DoD Project Officer in all phases of pre-production, production, and post-production that involves or depicts the U.S. military.

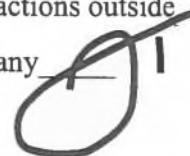
LIST OF MILITARY RESOURCES REQUESTED TO BE PROVIDED IN SUPPORT OF PRODUCTION:

A. It is agreed between DoD and the Production Company that HUNTER-KILLER is an action feature film which features U.S. Navy forces engaging in hostile defensive actions outside

DoD (b)(6)

Production Company

DoD-2016-0623-NT-00001



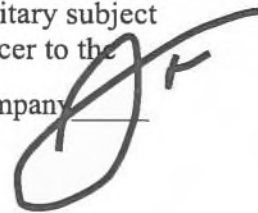
the territorial waters of the United States against a competent military adversary and includes a senior leader hostage rescue; a distressed submarine crew rescue; modern unclassified submarine warfare tactics, techniques and procedures (TTPs) demonstrating the professionalism of the commanding officer and crew of Virginia-class and Los Angeles-class fast attack submarines. This film is an opportunity for the DoD and the USN to showcase the discipline of the crew, command structure, and communications. This film represents a unique opportunity to introduce to the public female submarine crew-member integration, and illumination of some of the mystery of undersea operations.

- B. The film script was screened for thematics and approved 18 December 2014 by the Principal Director for Russia, Ukraine, and Eurasia Policy International Security Affairs in the Office of the Under Secretary of Defense for Policy in correspondence to the DoD Director of Entertainment Media in the Pentagon. The 26 May 2016 script revision does not warrant an additional screening by the Principal Director for Russian, Ukraine and Eurasia Policy International Security Affairs.
- C. The film script dated 26 May 2016 was reviewed and approved for Navy participation by the Navy's Chief of Information (CHINFO), in a "not to interfere with current missions basis, and at no additional or unreimbursed cost to the government."
- D. Wherever feasible in the 2016 production window and the fleet's planned schedule, CHINFO requests Type Commanders (TYCOMS) in the Pacific Fleet area of responsibility to map existing ship and aircraft training evolutions coordinated through COMMANDER, FLEET FORCE COMMAND, COMMANDER, UNITED STATES PACIFIC FLEET, COMMANDER SUBMARINE FORCE, and COMMANDER, UNITED STATES THIRD FLEET to surface, air and sub-surface assets relevant to scenes in the film depicting U.S. forces engaged in warfighting, patrol and rescue operations.
- E. CHINFO's Office of Community Outreach (OI-6) has designated the Navy Office of Information West, Los Angeles, CA as the lead coordinating office. The Director, (b)(6) (b)(6) is designated the official DoD Project Officer, serving as the representative responsible for ensuring that the terms of this agreement are met. The DoD Project Officer is the entry point for the Production Company to request scouting, access or support from 11 of the services in the DoD including requests for base access, equipment, facilities, ships or aircraft for the United States Navy or Navy Reserve; United States Air Force, Air Force Reserve or Air National Guard; United States Army, Army Reserve or National Guard; United States Marine Corps; or United States Coast Guard.
- F. The DoD Project Officer or his designee will coordinate cradle to grave with the Production Company's representatives all aspects of DoD representation in the film including sets, props, wardrobe, special effects, locations, art and graphics to best depict or portray the military in an accurate light. In addition to the DoD Project Officer, the Navy type commander (COMSUBPAC) will assign a military subject matter expert (SME) post-command Virginia-Class commanding officer to the

DoD (b)(6)

Production Company

DoD-2016-0623-NT-00001



production to provide subject matter expertise on all matters relative to submarine warfare, submarine communications, and submarine operations. The COMSUBPAC SME will ensure that all access or depictions of submarine operations are cleared and sanitized of any sensitive or classified information prior to production personnel being allowed access.

- G. Adversary portrayal, equipment and warships depicted of the enemy will not be supported directly by this PAA or the DoD Project Officer. War engagements must be a combination of Production Company generated graphics, museum ships, sets, or arrangements with other government or commercial leasing companies that offer access to desired military components.
- H. Stock footage. The Production Company will be authorized access to search DoD released imagery of fleet and submarine operations now available in the public domain to be included in the film where appropriate to display submarine warfare, strike-group formations, patrol air and sea, and search and rescue operations.
- I. Scouting locations. It is acknowledged that production has requested scouting opportunities for a Virginia-Class and Los Angeles-Class submarine in Pearl Harbor, HI. NAVINFOWEST will make best efforts to coordinate scouts including all advance clearances, logistics, and DoD escorted base access per production request. Production members with U.S. citizenship (not dual-citizenship) will have credentials vetted for access through appropriate DoD channels to COMSUBPAC for submarine and base access. Foreign nationals identified by production with a need for access will be asked to go through their embassy home of record military liaison office once the PAA is signed to begin the vetting process through COMSUBPAC to OSD. All scouts must be accompanied by the DoD Project Officer or designee.
- J. Location filming. It is acknowledged that production has requested filming opportunities for a Virginia-Class submarine in Pearl Harbor, HI. Details regarding filming request are as follows:
 - a. Time frame: September-October 2016
 - b. Duration of filming: 3 days.
 - c. No access to the engine room will be permitted. Requested submarine spaces for filming include the following:
 - i. Torpedo room;
 - ii. Limited portions of auxiliary machinery room (AMR);
 - iii. Wardroom;
 - iv. Crew's mess;
 - v. Galley;
 - vi. Lock out trunk from Forward Compartment Upper Level (FCUL);

DoD (b)(6)

Production Company



- vii. 3-inch launcher space;
- viii. Commanding Officer's Stateroom (COSR);
- ix. Limited portions of control room with all displays secured;
 - x. Berthing areas;
 - xi. Selected passageways;
 - xii. Topside;
 - xiii. Bridge.

d. Requested filming scenes:

- i. Overhead topside view of submarine using a drone or possibly JLG with all mast and antennae lowered;
- ii. Submarine CO reporting to ship / embarking ship;
- iii. Ship's force vans arriving on pier simulating personnel returning from liberty;
- iv. Loading countermeasures into 3-inch launchers;
- v. Meetings in COSR;
- vi. Wartime planning meetings in wardroom;
- vii. Personnel emerging from lock out trunk into FCUL;
- viii. Emergent loading of food/supplies/equipment;
- ix. Crew assembling in pier;
 - x. Crew rapidly responding to Battle Stations and ship's casualties from bunks/passageways;
 - xi. Selected crew members transiting ship in FFEs and faking out fire hoses;
 - xii. Torpedo tube loading/overview of torpedo room;
 - xiii. Crew meals/galley;
 - xiv. Various scenes of personnel moving through passageways;
 - xv. Personnel on bridge of submarine;
 - xvi. Set up of deck skid and torpedo shipped from torpedo room to deck skid and back to torpedo room;
- xvii. DC wet trainer.

e. Support requested from the submarine crew/submarine squadron/ Naval Submarine Support Command (NSSC) /COMSUBPAC PAO/ Navy Region:

- i. Escorts for filming crew;
- ii. Permission from Navy Region to fly a drone at approximately 100 foot altitude to obtain overview of submarine. (It is possible a JLG could be substituted);
- iii. Extras to be featured in the film on a volunteer paid basis;
- iv. Access to submarine pier and laydown of filming equipment;
- v. Submarine moored at a specific pier;
- vi. No significant maintenance occurring topside of the submarine or internal filming spaces;
- vii. Staging of pier-side equipment such as pallets /food/N2 bottles

DoI (b)(6)

- /wood crates for simulated parts;
- viii. COMSUBPAC PAO obtaining security clearance for the film crew, including some foreign national personnel, to access submarine on escort basis;
 - ix. COMSUBPAC PAO arranging transportation for film crew from visitor's center to submarine pier on daily basis;
 - x. Sounding of ship's alarms;
 - xi. Security review of film.

2. The production company will cast actors, extras, doubles, and stunt personnel portraying Service members who conform to individual Military Service regulations governing age, height and weight, uniform, grooming, appearance, and conduct standards. DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of these portrayals cannot be resolved in negotiation between the production company and DoD within the 3 business day cure period. The DoD Project Officer will provide written guidance specific to each Military Service being portrayed.

3. DoD has approved production assistance as in the best interest of DoD, based on the 26 May 2016 version of the script to the extent agreed upon by DoD. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

4. The operational capability and readiness of the Military Components will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

5. There will be no deviation from established DoD safety and conduct standards. The DoD Project Officer or his or her designee will coordinate such standards and compliance therewith. DoD will provide the production company advance notice of such safety or conduct standards upon request.

6. All DoD property or facilities damaged, used, or altered by the production company in connection with the production will be restored by the production company to the same or better condition, cleaned and free of trash, normal wear and tear excepted, as when they were made available for the production company's use.

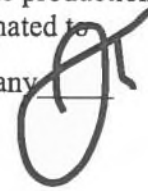
7. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of "Hunter Killer." The estimated amount will be detailed and provided to the production company in advance of rendering assistance requiring reimbursement. Unless otherwise agreed upon, the production company agrees to post advance payment or a letter of credit in the amount estimated to

DoD

(b)(6)

Production Company

DoD-2016-0623-NT-00001



comprise the total additional DoD expenses or deposit such funds that may be reasonably necessary. The payment or letter of credit will be submitted to the military component(s) designated to provide the assistance, or to another DoD agency, as deemed appropriate by DoD.

a. DoD agrees to provide statements of charges assessed by each installation or DoD component providing assets to assist in the production within 45 days from the last day of the month in which filming is completed.

b. The production company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, including, but not limited to fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within 45 days from the last day of the month in which filming is completed.

8. The production company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD Project Officer, the DoD Director of Entertainment Media or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099.

For each of these individuals, the production company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD Project Officer and DoD Director of Entertainment Media.

b. A full-size vehicle (with fuel and with loss, damage, and collision automobile insurance paid for by the production company) for his or her personal use during the filming, including for his or her stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided.

c. Hotel accommodations equivalent to those provided to the production company's crew.

d. A dedicated, on-location trailer room or other comparable work space with full Internet access, desk, seating, and ensuite toilet.

9. By approving DoD production assistance for "Hunter Killer," DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in this Agreement (e.g. Paragraphs 12-13).

Do (b)(6)



10. As a condition of DoD assistance, the production company will:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of "Hunter Killer," to include pre-production, post-production, and DoD-provided orientation or training. This provision will not in any event require production company to indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property or negligence on the part of DoD, its agencies, officers, or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD Project Officer or his or her designee.


d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD Project Officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials may be used to show DoD viewers how DoD is assisting in the production; such materials may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore, no DoD personnel will photograph actual filming, talent, or sets without the prior approval of the production company.

11. The production company will provide the DoD Project Officer with whatever internal communications equipment it is supplying to production company crew members to communicate on the set during production of military-themed sequences. The production company will also supply the DoD Project Officer with earphones to monitor military-themed dialogue and other sound recording during these periods.

12. The production company will screen for the DoD Project Officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated to allow DoD to confirm the military sequences conforms to the agreed script treatment, or narrative description; to preclude release or disclosure of sensitive, security-related, or classified information; and to ensure that the privacy of DoD personnel is not violated. Should DoD determine that material in the production compromises

DoD (b)(6)

Production Company 

DoD-2016-0623-NT-00001

any of the preceding concerns, DoD will alert the production company of the material, and the production company will remove the material from the production. The production company will bear the travel, lodging, per diem, and incidental expenses incurred in transporting the DoD Project Officer and the DoD Director of Entertainment Media, or their designees, to the location where the screening is held.

13. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

14. The production company will also provide an official DoD screening of the completed production in Washington, D.C., prior to public exhibition. An alternative screening location may be authorized by DoD, in negotiation with the production company. In this case, the production company will pay the travel and lodging expenses incidental to the attendance at the screening of the DoD Project Officer and the Director of Entertainment Media or their designees.

15. The production company will place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) will be in keeping with industry customs and practices, and will be of the same size and font used for other similar credits in the end titles.

16. The production company will provide DoD with five copies of all promotional and marketing materials (e.g., electronic press kits, one-sheets, and television advertisements) for internal information and historical purposes in documenting DoD assistance to the production.

17. The production company will provide a minimum of ten digital videodisc (DVD) copies of the completed production to DoD for internal briefings and for historical purposes, by overnight shipment to arrive the day following the first domestic airing or commercial distribution of the production. DoD will not exhibit these DVDs publicly or copy them; however, DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance, for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose.

18. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD Project Officer and assigned official technical advisor(s), whose activities must be consistent with their authorized additional duties. DoD personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service or Department regulations. In such cases, these conditions apply:

DoD (b)(6)

Production Company 

a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.

b. The DoD Project Officer will ensure that DoD personnel will comply with standards of conduct regulations in accepting employment.

c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

19. The production company may make donations or gifts in-kind to morale, welfare, and recreation programs of the military unit(s) involved; however, donations of this kind are not at all required, and are not in any manner a consideration in the determination of whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD Project Officer and must comply with law and DoD policies.

20. The undersigned parties warrant that they have the authority to enter into this Agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

21. Notwithstanding anything to the contrary contained herein, in the event of any breach of this Agreement by Production Company, DoD's only remedy shall be damages at law, and, without limiting the generality of the foregoing, DoD shall not have any equitable remedies including without limitation, not having the right to injunctive relief.

22. This Agreement consists of 9 pages including 0 attachments. Each page will be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

FOR HUNTER KILLER PRODUCTIONS
INC.

(b)(6)
[Redacted Signature and Date]

Signature and Date

(b)(6)
[Redacted Name]

Director, Entertainment Media
The Pentagon, Room 2E966
Washington, D.C. 20301-1400

 **June 24, 2016**
Signature and Date

John Thompson
President of Production, Millenium
6423 Wilshire Blvd
Los Angeles, CA 90048

DoD (b)(6)
[Redacted DoD Signature]

Production Company 



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20170418-NT-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **TwoFour Broadcast LTD**, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as **Impossible Engineering**.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With Naval Air Warfare Center-Aircraft Division approval and escort, permission to film b-roll at Naval Air Station Patuxent River, scheduled for a total of one day April 25, 2017.
2. Segment will discuss how the aircraft carrier's catapult technology was adapted for roller coasters, specifically the world's tallest rollercoaster, Kingda Ka. B-roll to be filmed includes: squadron carrier take-off training, the catapult car, and inside the engineering room where the steam pressure is accumulated prior to launch. No on-camera interviews.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.

2. DoD has approved production assistance as in the best interest of DoD, based on the **April 17, 2017** version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military

DoD

(b)(6)

Production Company LC

depictions made to either the picture or the sound portions of the production before these changes are undertaken.

3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of [enter title of production]. The estimated amount shall be detailed and included (e.g., "see Attachment 2," etc.). The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099. For each of these individuals, the production company shall provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.

b. Hotel accommodations equivalent to those provided to the production company's crew.

8. By approving DoD production assistance for **Impossible Engineering**, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

DoD (b)(6)

Production Company AC

9. As a condition of DoD assistance, the production company shall:

- a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of **Impossible Engineering**. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.
- b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.
- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or other DoD-authorized publicly accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.
- f. Identify any and all re-enactments by placing the word "Re-enactment" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than three (3) seconds and reappearing every subsequent ten (10) seconds for a period of three (3) seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated.

DoD (b)(6)

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

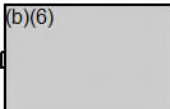
12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of five (5) pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of **Impossible Engineering**.

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FOR THE DEPARTMENT OF DEFENSE

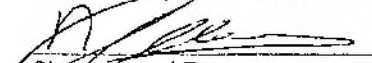
(b)(6)

Signature and Date

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR TWOFOUR BROADCAST LTD


Signature and Date

Annabel Clarke
Assistant Producer
3 Bush Park
Plymouth, Devon United Kingdom, PL67RG

DoD (b)(6)



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20170418-NT-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **TwoFour Broadcast LTD**, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as **Impossible Engineering**.

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2. Segment will discuss how the aircraft carrier's catapult technology was adapted for roller coasters, specifically the world's tallest rollercoaster, Kingda Ka. B-roll to be filmed includes: squadron carrier take-off training, the catapult car, and inside the engineering room where the steam pressure is accumulated prior to launch. No on-camera interviews.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.

2. DoD has approved production assistance as in the best interest of DoD, based on the **April 17, 2017** version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military

DoD (b)(6)

Production Company LC

depictions made to either the picture or the sound portions of the production before these changes are undertaken.

3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.
4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.
5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.
6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of [enter title of production]. The estimated amount shall be detailed and included (e.g., "see Attachment 2," etc.). The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.
7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099. For each of these individuals, the production company shall provide:
 - a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.
 - b. Hotel accommodations equivalent to those provided to the production company's crew.
8. By approving DoD production assistance for **Impossible Engineering**, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

DoD (b)(6)



9. As a condition of DoD assistance, the production company shall:

- a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of **Impossible Engineering**. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.
- b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.
- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or other DoD-authorized publicly accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.
- f. Identify any and all re-enactments by placing the word "Re-enactment" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than three (3) seconds and reappearing every subsequent ten (10) seconds for a period of three (3) seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated.

DoD (b)(6)

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of five (5) pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of **Impossible Engineering**.

DoD (b)(6)

Production Company AC

FOR THE DEPARTMENT OF DEFENSE

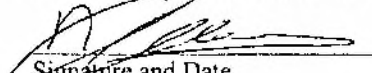
(b)(6)

Signature and Date

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR TWOFOUR BROADCAST LTD


Signature and Date

Annabel Clarke
Assistant Producer
3 Bush Park
Plymouth, Devon United Kingdom, PL67RG

DoD

(b)(6)



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20170323-T-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Video by Cuneo**, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as **In His Words**.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. **Access to Joint Base Pearl Harbor for ONE day** of filming on April 28, 2017 in support of documentary discussing the Director's father's first-hand naval experiences during WWII while stationed on USS New Mexico. Narrative taken from father's letters, diaries, and interviews with former shipmates.
2. **Interview with Mr. Jim Neuman**, base historian, to discuss the base's layout in 1945 to include where Navy ships were docked and life on base.
 - a. B-roll to support interview to include identified areas where WWII battle ships were docked and repaired and the base galley.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.

DoD (b)(6)

Production Company 

2. DoD has approved production assistance as in the best interest of DoD, based on the **March 7, 2017** version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of [enter title of production]. The estimated amount shall be detailed and included (e.g., "see Attachment 2," etc.). The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099. For each of these individuals, the production company shall provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.

b. Hotel accommodations equivalent to those provided to the production company's crew.

DoD (b)(6)

8. By approving DoD production assistance for **In His Words**, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of **In His Words**. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or other DoD-authorized publicly accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "Re-enactment" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than three (3) seconds and reappearing every subsequent ten (10) seconds for a period of three (3) seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

DoD (b)(6)

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated.

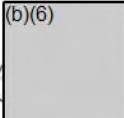
11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

DoD  (b)(6)

Production Company 

16. This agreement consists of **five (5)** pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of **In His words**.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR VIDEO BY CUNEO



Signature and Date

3/23/17

Maryann Cuneo
Producer/Director
260 Tavistock Rd.
Cherry Hill, NJ 08034

DoD (b)(6)

Production Company 



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20160317-ND-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with *Original Productions LLC* hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television program known at this time as *Jay Leno's Garage*.

LIST OF MILITARY RESOURCES TO BE PROVIDED
SEE ATTACHMENT ONE

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.


It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the [enter date] version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

DoD (b)(6)

Production Company *AAH*

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.
5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.
6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of *Jay Leno's Garage*. The estimated amount shall be detailed and included (e.g., "see Attachment 2," etc.). The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.
7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099. For each of these individuals, the production company shall provide:
 - a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.
 - b. Hotel accommodations equivalent to those provided to the production company's crew.
8. By approving DoD production assistance for *Jay Leno's Garage*, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.
9. As a condition of DoD assistance, the production company shall:
 - a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of *Jay Leno's Garage*. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.

Do (b)(6) 

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or other DoD-authorized publicly accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company. None of this imagery will be released prior to the air date of the production.

f. Identify any and all re-enactments by placing the word "Re-enactment" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than three (3) seconds and reappearing every subsequent ten (10) seconds for a period of three (3) seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

DoD (b)(6)

Production Company *MM*

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of **five** pages including **one** attachment(s). Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of *Jay Leno's Garage*.

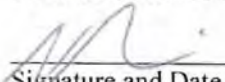
FOR THE DEPARTMENT OF DEFENSE

(b)(6)


(b)(6)
DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

D (b)(6)

FOR ORIGINAL PRODUCTIONS LLC

 3/24/16
Signature and Date

Name: Neil Mavelle
Title: Production Counselor
Address: 308 W. Verdugo Ave
Barbark, CA 91502

Production Company 

ATTACHMENT ONE

LIST OF MILITARY RESOURCES TO BE PROVIDED

- With approval from the Navy Office of Information West; Surface Forces Pacific, and Commander, Third Fleet to provide escorted access aboard USS Navy facilities and vessels in order to film LCAC and amphibious operations on May 9, 2016.

Proposal and Synopsis:

ACU-5

Film all aspects of the LCAC platform to showcase its capabilities both on and off-shore as well as displaying the unit cohesion and teamwork required in order to maintain and pilot this exemplary Navy Vessel.

AMPHIBIOUS OPERATIONS

Film an LCAC conducting well-deck operations with a designated vessel to display the complexity and teamwork required to dock onboard an amphibious vessel.

Do (b)(6)

U.S. DEPARTMENT OF DEFENSE
TELEVISION SERIES PRODUCTION ASSISTANCE AGREEMENT
DoD-2016-2017-NT-00001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Turner North Center Productions, Inc.**, hereinafter referred to as the "Production Company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television series known at this time as "**The Last Ship: Season Four and Five**"

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION:

1. NAVINFOWEST will coordinate with COMNAVSURFPAC, COMTHIRDFLT and COMNAVAIRFOR to map existing training operations from October 2016 - August 2017 to enable production onboard active duty Arleigh Burke-Class Destroyers with accompanying air element detachments in order to simulate the USS Nathan James (DDG-151) (a fictitious DDG portrayed in the series). Assets provided in support of **The Last Ship: Season Four and Five** will be on a per episode addendum basis.
2. NAVINFOWEST in coordination with COMNAVSURFPAC will identify subject matter experts in the Surface Warfare Community to serve as tech advisors to the writers group.


It is agreed between the DoD and the Production Company that:

All written notices required to be sent to the Production Company pursuant to this Agreement shall be sent to William Phillips, VP Production, at 3500 W. Olive Ave., 14th Floor, Burbank, CA 91505, with a courtesy copy to the Legal Department at 3500 W. Olive Ave., 15th Floor, Burbank, CA 91505. Only William Phillips (william.phillips@turner.com)/(818-729-7367) has authority hereunder to issue any approvals on behalf of Production Company. Without limiting the foregoing, DoD shall Cc William Phillips at william.phillips@turner.com on all production notes, script comments, approvals and disapprovals. If William Phillips is unavailable, Production Company hereby designates Mark Weissman (mark.weissman@turner.com) (818-729-7428) as an alternate for the purpose of receiving all notices and issuing any approvals on behalf of Production Company.

1. The DoD project officer, (b)(6), is the official DoD representative responsible for ensuring that the terms of this Agreement are met. The DoD project officer, or his or her designee, will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of "**The Last Ship: Season Four and Five.**" The DoD project officer is the primary liaison between the Production Company and the DoD; all military coordination for assets, personnel and subject matter expertise as required must go through him or her. Military portrayal which does not incorporate active-duty assets, equipment or personnel shall be coordinated by a technical adviser on the Production Company's staff. The Production Company will consult with the DoD project officer in all pre-production, production, and post-production that involves or depicts the U.S. military.

(b)(6)
DoD
(b)(6)
Page 1 of 9

October 25, 2016

Turner 

Turner North Center Productions, Inc., The Last Ship: Season Four and Five
Department of Defense Production Assistance Agreement

2. The Production Company will cast actors, extras, double and stunt personnel portraying Service members who substantially conform (or can be given the appearance of conforming, on-screen) to individual Military Service regulations, of which the Production Company is notified in advance, governing age, height and weight, uniform, grooming, and appearance, and conduct standards. The DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of these portrayals cannot be resolved in good faith negotiation between the Production Company and the DoD within a 72-business hour cure-period the DoD's approval of reasonable deviations from such regulations in light of the story of "**The Last Ship: Season Four and Five**" shall not be unreasonably withheld. The DoD project officer will provide written guidance about such regulations specific to each Military Service member being portrayed.

3. The DoD has approved production assistance as in the best interest of DoD, based scripts and story overviews reviewed and approved by the DoD for Episodes 401-403. Episodes 404-410 and 501-510 will be approved based on preliminary synopsis and subject matter expert review, and some comments excepted by TNT. The Production Company may schedule on-location or set filming for any of ten episodes with the caveat that additional episodes outside of Episodes 401-403 onboard Navy installations, ships, or of personnel will require an addendum to this Production Assistance Agreement, and the DoD maintains its right to rough cut review of all scenes and episodes.

In connection with such assistance, the Production Company must use reasonable efforts to obtain in advance, the DoD concurrence (such the DoD concurrence not to be unreasonably withheld or delayed with consideration to be made for the exigencies of production and the nature of the storyline) for any subsequent, material changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

4. The operational capability and readiness of the Military Components will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, the DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the Production Company.

a. In the event support of this production negatively impacts the ability of Naval Base San Diego, Naval Air Station North Island or Naval Base Ventura personnel to complete their primary mission, the commanding officer of Naval Base San Diego, Naval Air Station North Island or Naval Base Ventura reserves the right to withdraw support of the production.

5. There will be no deviation from established DoD safety and conduct standards. The DoD project officer, or his or designee, will coordinate such standards and compliance therewith. DoD will provide the Production Company advance notice of such safety or conduct standards upon request.

Turner North Center Productions, Inc., The Last Ship: Season Four and Five
Department of Defense Production Assistance Agreement

a. Per OPNAVINST 5720.2M, the Production Company understands and agrees that personnel who are pregnant are not allowed onboard a U.S. Navy ship after the 20th week of pregnancy. The commanding officer of the ship is permitted to restrict this timeline as he/she deems necessary to prevent mishaps on board.

6. The Production Company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of "**The Last Ship: Season Four and Five**"; provided that Production Company has advance written approval of such expenses. The estimated amount will be detailed when assessed. Unless agreed upon otherwise, the Production Company agrees to post advance payment or a letter of credit in the amount estimated to comprise the total additional DoD expenses or deposit such funds that may be reasonably necessary. The payment or letter of credit will be submitted to the Military Component(s) designated to provide the assistance, or to another DoD agency, as deemed appropriate by the DoD.

a. The DOD agrees to provide statements of charges assessed by each installation or DoD Component providing assets to assist in the production within forty-five (45) days from the last day of the month in which filming is completed. Reimbursements are to be restored to each specific account from which they are drawn to assist the production.

b. The Production Company will be charged for only those expenses that are considered to be additional costs to the DoD in excess of those that would otherwise have been incurred, including but not limited to: fuel, resultant depot maintenance, expendable supplies, travel and per diem (at basic crew rate), civilian overtime, and lost or damaged equipment.

c. If the final aggregate of such costs and charges is less than previously anticipated, the DoD agrees to remit the exact amount of the difference of any funds posted within forty-five (45) days from the last day of the month in which filming is completed.

7. The Production Company will be charged for, or at Production Company's election, shall provide the travel, lodging, daily per diem and incidental expenses (to be approved by Production Company in advance) for the DoD project officer, the DoD Director of Entertainment Media or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by the DoD and who are required to travel more than one hundred (100) miles from their residence or ordinary place of business, and provided that production company is notified of such individuals in advance and shall not be required to so provide for more than three (3) such individuals. For each of these individuals, the Production Company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at

(b)(6)
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(b)(6)
Page 3 of 9

October 25, 2016

Turner



Turner North Center Productions, Inc., The Last Ship: Season Four and Five
Department of Defense Production Assistance Agreement

which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.

b. A full-size vehicle capable of transporting four (4) adults comfortably (with fuel and with loss, damage, and collision automobile insurance paid for by the Production Company) for his or her personal use during the filming, including for his or her stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided. No more than two (2) such vehicles will be required at any one time.


c. Hotel accommodations equivalent to those provided to the Production Company's crew.

d. A dedicated, on-location trailer, room or other comparable work space with full Internet & Wi-Fi access, desk, seating, and en-suite toilet.

8. Without limiting any rights of Production Company under the Production Assistance Agreement executed **October 1, 2016**, the DoD hereby provides a general release and grants to the Production Company the right to make and use all photography and sound recordings of any and all Service members (including their name, voice and likeness), equipment, uniforms, vessels, DoD and/or Navy logos, trademarks, services marks, indicia, names trade dress, slogans, signs, copyrightable works, artwork and photographs, and real estate, and mock-up and/or reproduce any of the foregoing, in and in connection with television series (which for purposes of this paragraph shall include "**The Last Ship: Season Four and Five**," any episodes, future seasons and subsequent productions), including, without limitation, the advertising and promotion thereof, throughout the universe, in perpetuity, subject to the limitations in Paragraph 12 of this Agreement. Without limiting the generality of the foregoing, the DoD agrees that the rights granted hereunder shall include: the perpetual, worldwide royalty-free right of Production Company, its successors, assigns and licensees to edit, telecast, cable cast, stream, rerun, record, publish, reproduce, perform, use, license, print, distribute and/or otherwise exploit, in any manner and in any medium or forum, whether now known or hereafter devised, the production, in whole or in part or any element thereof (including, without limitations, any name, marks and logos), without any consideration to the DoD or any service members. The DoD represents and warrants that its contract with all current and former service members gives the DoD the right to grant Production Company the name, voice and likeness rights of such Service members, and that the DoD has the authority and right to enter into this Agreement and to grant Production Company all of the rights set forth herein. DoD shall indemnify and hold harmless Production Company, its parent, affiliates, successors, assigns, licensees and their respective officer, directors, employees, agents and representatives from any and all claims, damages and expenses (including reasonable outside attorney fees) arising out of breach by the DoD of its representations, warranties or agreements contained herein.

(b)(6)
DoD
(b)(6)
Page 4 of 9

October 25, 2016

Turner 

Turner North Center Productions, Inc., The Last Ship: Season Four and Five
Department of Defense Production Assistance Agreement

9. As a condition of DoD assistance, the Production Company will:

a. Indemnify and hold harmless the DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the Production Company's possession or use of DoD property or other assistance in connection with this production of "**The Last Ship: Season Four and Five**," to include: pre-production, post-production and DoD-provided orientation or training. This provision will not in any event obligate Production Company to indemnify or hold harmless the DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property or negligence on the part of the DoD, its agencies, officers, or employees, a breach by the DoD of this Agreement, or the application of any DoD or Navy guidelines, rules, policies, regulations, or orders of any officers.

b. Provide proof of adequate industry standard liability insurance, naming the DoD as an additional insured entity prior to the commencement of production involving the DoD. The Production Company will maintain, at its sole expense, insurance in such reasonable amounts and under such terms and conditions as may be required by the DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic or other controlled substance; or alcoholic beverages without prior coordination with the DoD project officer and the commanding officer of Naval Base San Diego or his or her designees.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval (not to be unreasonably withheld) of the DoD project officer and the commanding officer of Naval Base San Diego and Naval Air Station North Island.

e. At reasonable times mutually agreed upon by the DoD and Production Company, allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow the DoD the use of Production Company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials are for the purpose of communicating to internal DoD viewers how the DoD is assisting in the filming and may not be released or made available to the general public without the prior written consent of Production Company. However, notwithstanding the foregoing, after the initial U.S. telecast of the applicable episode, some of the imagery may be viewed by the general public if posted on an open the DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore, no DoD personnel will photograph actual filming, talent, crew, or sets without the prior written approval of both the Production Company and the individuals who would appear in such photography.

Turner North Center Productions, Inc., The Last Ship: Season Four and Five
Department of Defense Production Assistance Agreement

f. The Production Company will adhere to the base Security Officer's process for base access and departure. All production crew members must submit their name, date of birth and full social security number to the Project Officer, no later than 14 business days in advance; if a production crew member is denied access they are not authorized to access to any DoD installation.

g. The Production Company must adhere to all guidelines put forth by the base Port Operations officer regarding vehicle and equipment limitation on or around the supporting pier.

h. The Production Company will adhere to all requirements and inspections deemed necessary in support of the production.

i. The Production Company must work with the DoD project officer to seek approval via Naval Base San Diego and Naval Air Station North Island Environmental Programs to discharge any materials into Naval Base San Diego or Naval Air Station North Island's harbors, and ensure best management practices are followed to ensure materials are not inadvertently discharged as a result of production activities in, on or around the ship or pier.

j. The Production Company is required to provide local air permits or certificates of air quality control for any generators used on Naval Base San Diego and Naval Air Station North Island.

10. The Production Company will provide the DoD project officer with whatever internal communications equipment it is supplying to Production Company crew members to communicate on the set during production of military-themed sequences. The Production Company will also supply the DoD project officer with earphones to monitor military-themed dialogue and other sound recordings during these periods.

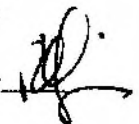
11. The Production Company will screen military-themed photography for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated; to allow DoD to confirm that military sequences conform to the agreed script. The Production Company may host the screening of the roughly edited version at the Production Company's office, or at Production Company's election provide, a digital copy. For the avoidance of doubt, DoD does not have an approval right pursuant to this paragraph.

12. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused in other productions without DoD approval unless such productions are related to "**The Last Ship: Season Four and Five**" (e.g., subsequent "The Last Ship" productions, such as companion pieces [e.g., behind the scenes

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October 25, 2016

Turner



Turner North Center Productions, Inc., The Last Ship: Season Four and Five
Department of Defense Production Assistance Agreement

pieces, subsequent episodes, prequels, sequels, and theatrical versions.] For the avoidance of doubt, the foregoing will not prohibit the Production Company from exploiting the production (in whole or in part, or any element thereof) in any manner, media and all ancillary markets, now known or hereafter devised (including, without limitation, theatrical, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The Production Company will provide the project officer or other designated DoD official with a courtesy screening of the completed production at the Production Company's office, or at Production Company's election, provide a screener copy prior to public exhibition.

14. The Production Company will place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgement(s) will be keeping with industry customs and practices, and will be of the same size and font used for other similar credits in the end titles.

15. The Production Company will provide DoD with five (5) copies of all promotional and marketing materials [e.g., electronic press kits, on-sheets and television advertisements] that Production Company sends to the general public for internal information and historical purposes in documenting DoD assistance to the production.

16. The Production Company will provide DoD a minimum of five (5) digital video disc (DVD) copies of the completed production, when the DVD is commercially available to the general public. Such copies may be used solely by DoD for internal briefings and for historical purposes. DoD will not exhibit these DVDs or to copy them. DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose.

17. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD project officer and assigned official technical advisor(s), whose activities must be consistent with their authorized additional duties. Service members in an off-duty, non-official status may be hired by the Production Company to perform as actors, extras, etc., provided there is no conflict with existing Service regulations. In such cases, these conditions apply:

a. Contractual agreements are solely between those individuals and the Production Company; however they should be consistent with industry standards.

b. The DoD project officer will ensure that Service members will comply with standards of conduct regulations in accepting employment.

DoD

(b)(6)

Page 7 of 9

October 25, 2016

Turner



Turner North Center Productions, Inc., The Last Ship: Season Four and Five
Department of Defense Production Assistance Agreement

c. The Production Company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

18. The Production Company may make donations or gifts in-kind to morale, welfare, and recreation programs of the unit(s) involved; however, donations of this kind are not at all required, and are not in any manner a DoD consideration in the determination of whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD project officer.

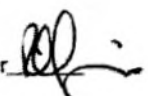
19. The DoD agrees to take all reasonable steps to ensure its personnel and service members, (a) keep all information about production confidential, including, without limitation, any elements thereof, such as sets, costumes, shooting locations, stories, scripts, season pickups, spoilers, plots, endings results or information regarding any characters, participants, cast or crew members (collectively, "Program Elements"); (b) not issue any statement to a member of the press, or authorize or participant in any publicity or other dissemination of information about, or which mentions, the production, Production Company or any Program Elements without Production Company's advance written approval; (c) not make any public statement or disseminate any information about Production Company, the Production or any Program Elements, whether by oral, written or electronic means (including, without limitation, via email, text message, blogging or social media websites such as Twitter and Facebook); (d) except otherwise expressly permitted in this Agreement, not use or authorize the use of any personal or third party camera or recording device (include, without limitation, a cell phone) to take photographs or recordings (whether audio and/or visual) of any activities related to the production or any cast, crew, other personnel, sets or other Program Elements; DoD agrees that the Production Company will exclusively own all rights to any such photographs or recordings as a "work-made-for-hire" (and DoD alternatively hereby assigns or shall cause to be assigned all such rights to Production Company) and DoD will notify personnel of the foregoing.

20. The undersigned parties warrant that they have the authority to enter into this Agreement and to grant the rights granted herein, and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein. The rights granted to Production Company in this Agreement are in addition to, and do not limit the rights that Production Company would ordinarily enjoy in the absence of this Agreement.

21. This Agreement consists of nine (9) pages. Each page shall be initialed by the undersigned DoD and Production Company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the Production Company and any licensee or assignee successor of the Production Company; any usage of the footage of DoD provided vessels or aircraft for

(b)(6)
DoD
(b)(6)
Page 8 of 9

October 25, 2016

Turner 

Turner North Center Productions, Inc., The Last Ship: Season Four and Five
Department of Defense Production Assistance Agreement

purposes other than in or connection with The Last Ship must be approved by DoD in advance; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the Production Company or its successor or any other party arising out of use or non-use of said photography and or sound recordings.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)


Director, Entertainment Media
The Pentagon
Room 2E966
Washington, DC 20301-1400

Name of DoD project officer:

(b)(6)

Navy Office of Information, West
10880 Wilshire Blvd., Suite 1220
Los Angeles CA 90024
951-496-6944

FOR TURNER NORTH CENTER
PRODUCTIONS INC.

 1-3-17
Signature and Date

William F. Phillips
Vice President, Original Production
3500 W. Olive Ave., 15th Floor
Burbank, CA 91505
818-729-7367

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Page 9 of 9

October 25, 2016

Turner 



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20160816-T-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby expresses its intent, subject to the provisions herein, to provide to **WGBH Educational Foundation & Ark Media**, hereinafter referred to as the "production company," the assistance itemized in this Production Assistance Agreement (Agreement) to be rendered in conjunction with the production of a documentary known at this time as "**Lidla Celebrates America**." This agreement expresses the terms under which DoD intends to provide assistance. This Agreement does not authorize the obligation of any United States funding, nor should it be construed as a contract, grant, cooperative agreement, other transaction, or any other form of procurement agreement.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

The DoD will make reasonable efforts to provide the assistance requested in the request for DoD documentary assistance, to the extent approved by DoD, and subject to the limitations contained herein.

This Agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. If such Agreement is either suspended or terminated, the sole right of the Production Company to appeal such decision is to the DoD designee responsible for coordinating assistance for documentary productions. The requirements in Department of Defense Instruction 5410.16 shall apply to this Agreement.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military. The local unit/installation public affairs officer, or a designated official, may serve as the official onsite DoD representative for this project and will act as the interface between the film crew and military units providing both filming and logistical support.

2. DoD has approved production assistance as in the best interest of DoD, based on the July 7, 2016 version of the script, treatment, or narrative description to the extent agreed upon by DoD.

DoD (b)(6)

The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, cleaned and free of trash, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of "Lidia Celebrates America." The estimated amount shall be detailed and included in this Agreement or as an attachment to it. The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, including, but not limited to fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

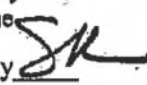
7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099. For each of these individuals, the production company shall provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.

b. Hotel accommodations equivalent to those provided to the production company's crew.

8. By approving DoD production assistance for "Lidia Celebrates America," DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the

DoD (b)(6)

Production Company 

limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

- a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of "Lidia Celebrates America." This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.
- b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.
- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or other DoD-authorized publicly accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.
- f. Identify any and all re-enactments by placing the word "Re-enactment" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than three (3) seconds and reappearing every subsequent ten (10) seconds for a period of three (3) seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated.

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11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of six (6) pages including one (1) attachment. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of "Lidia Celebrates America."

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Production Company 

FOR THE DEPARTMENT OF DEFENSE

INC

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Signature and Date

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR WGBH EDUCATIONAL
FOUNDATION & ARK MEDIA

Susan L. Kantrowitz

Signature and Date

August 25, 2016

~~Anne Adams~~ Susan L. Kantrowitz

~~Senior Program Producer~~ Vice President & General Counsel

One Guest Street
Boston, MA 02135

Do (b)(6)

Production Company *SK*

ATTACHMENT 1

1. DoD project officer or his/her designee to provide escorted access to USS George Washington (CVN 73) and Naval Base Norfolk. Filming, still photography and pre-approved, on-camera interviews conducted by the production company are authorized to capture those events approved by NAVINFOWEST, FFC, AIRLANT.
2. Tentative film support schedule:

DAY ONE: September 18, 2016-- Naval Base Norfolk
6-8 p.m.: Film TBD locations around base

DAY TWO: September 19, 2016- onboard USS George Washington (CVN 73)/pierside
Filming from 7 a.m.-7 p.m.
Film meal prep in kitchen
Film Sailors eating prepared meal on mess decks
Film interviews with two culinary specialists
Film interviews with two previously selected Sailors
Film interview with either CO/XO/CMC
Film b-roll at TBD locations on ship

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**U.S. DEPARTMENT OF DEFENSE
PRODUCTION ASSISTANCE AGREEMENT
DoD- 20120920-N-00007**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with *Georgia Film Fund Seventeen, LLC*, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a feature motion picture known at this time as *Lone Survivor*.

LIST OF MILITARY RESOURCES REQUESTED IN SUPPORT OF PRODUCTION
[see Appendix A and B].

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD project officer. The production company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein will restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings will be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring the terms of this agreement are met. The DoD project officer or his or her designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of *Lone Survivor*. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involves or depicts the U.S. military.

2. The production company will cast actors, extras, doubles, and stunt personnel portraying servicemembers who conform to individual military service regulations governing age, height and weight, uniform, grooming, appearance, and conduct standards. DoD reserves the right to suspend support in the event disagreement regarding the military aspects of these portrayals cannot be resolved in negotiation between the production company and DoD within the 72-hour cure-period. The DoD project officer will provide written guidance specific to each military service being portrayed.

DoD (b)(6)
Producer: (b)(6)
Prepared by (b)(6)

3. DoD has approved production assistance as in the best interest of DoD, based on the 12 Sept., 2012, ECHO-version script. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

4. The operational capability and readiness of the military service will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

5. There will be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee will coordinate such standards and compliance therewith. DoD will provide the production company advance notice of such safety or conduct standards upon request.

6. All DoD property or facilities damaged, used, or altered by the production company in connection with the production will be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

7. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of *Lone Survivor*. The estimated amount will be detailed and included (see Appendix C). The production company agrees to post advance payment or a letter of credit in the amount estimated to comprise the total additional DoD expenses. The payment or letter of credit will be submitted to the military component(s) designated to provide the assistance, or to another DoD agency, as deemed appropriate by DoD.

a. DoD agrees to provide statements of charges assessed by each installation or DoD component providing assets to assist in the production within 45 days from the last day of the month in which filming is completed. Reimbursements are to be restored to each specific account from which they are drawn to assist the production.

b. The production company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within 45 days from the last day of the month in which filming is completed.

DoD: (b)(6)
Producer: (b)(6)
Prepared by (b)(6)

8. The production company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD project officer, the DoD Director of Entertainment Media or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.

b. A full-size vehicle (with fuel and with loss, damage, and collision automobile insurance paid for by the production company) for his or her personal use during the filming, including for his or her stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided.

c. Hotel accommodations equivalent to those provided to the production company's crew.

d. A dedicated, on-location trailer room or other comparable work space with full Internet access, desk, seating, and en-suite toilet.

9. By approving DoD production assistance for *Lone Survivor*, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all service members, equipment, and real estate, subject to the limitations in paragraph 13 of this agreement.

10. As a condition of DoD assistance, the production company will:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of *Lone Survivor*, to include pre-production, post-production, and DoD-provided orientation or training. This provision will not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property or negligence on the part of DoD, its agencies, officers, or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

DoD (b)(6)
Producer: (b)(6)
Prepared by (b)(6)

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the filming. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming, talent, or sets without the prior approval of the production company.

11. The production company will provide the DoD project officer with whatever internal communications equipment it is supplying to production company crew members to communicate on the set during production of military-themed sequences. The production company will also supply the DoD project officer with earphones to monitor military-themed dialogue and other sound recording during these periods.

12. The production company will screen military-themed photography for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated; to allow DoD to confirm the military sequences conforms to the agreed script. The production company will bear the travel, lodging, per diem, and incidental expenses incurred in transporting the DoD project officer and the DoD Director of Entertainment Media, or their designees, to the location where the screening is held.

13. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

14. The production company will also provide an official DoD screening of the completed production in Washington, D.C., prior to public exhibition. An alternative screening location may be authorized by DoD, in negotiation with the production company. In this case, the production company will pay the travel and lodging expenses

DoD: (b)(6)
Producer: (b)(6)
Prepared by (b)(6)

incidental to the attendance at the screening of the DoD project officer and the Director of Entertainment Media or their designees.

15. The production company will place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) will be in keeping with industry customs and practices, and will be of the same size and font used for other similar credits in the end titles.

16. The production company will provide DoD with ten (10) copies of all promotional and marketing materials (e.g., electronic press kits, one-sheets, and television advertisements) for internal information and historical purposes in documenting DoD assistance to the production.

17. The production company will provide a minimum of twenty (20) blu-ray/digital video combo (BLU-RAY/DVD) copies of the completed production to DoD for internal briefings and for historical purposes, by overnight shipment to arrive the day following the domestic airing or commercial distribution of the production. DoD will not exhibit these BLU-RAY/ DVDs or copy them. DoD is allowed to use short clips from them in official presentations by service members and DoD civilian personnel who were directly involved in providing DoD assistance, for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose.

18. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD project officer and assigned official technical advisor(s), whose activities must be consistent with their authorized additional duties. Military personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing service regulations. In such cases, these conditions apply:

- a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.
- b. The DoD project officer will ensure military personnel will comply with standards of conduct regulations in accepting employment.
- c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

19. The production company may make donations or gifts in-kind to morale, welfare, and recreation programs of the military unit(s) involved; however, donations of this kind are not required and are not in any manner a consideration in the determination of

DoD (b)(6)
Producer: (b)(6)
Prepared (b)(6)

whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD project officer.

20. The undersigned parties warrant they have the authority to enter into this agreement and the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

21. This agreement consists of sixteen (16) pages including Appendix A, B, C, Enclosure 1 and certificate of insurance. Each page will be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder will be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company. DoD will not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of *Lone Survivor*.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)
[Redacted Signature and Date]

Signature and Date

(b)(6)
[Redacted Name]

Director, Entertainment Media
Department of Defense
The Pentagon, Room 2E966
Washington, D.C. 20301-14

FOR PRODUCTION COMPANY

[Handwritten Signature] 10-2-2012
Signature and Date

Louis G. Friedman
Georgia Film Fund Seventeen, LLC.
1-25 Studios 9201
Pan American HWY N.E.
Albuquerque, NM 87113
505-226-2000

Name of DoD project officer:

(b)(6)
[Redacted Name]

Navy Office of Information, West
10880 Wilshire Blvd., Suite 1220
Los Angeles, CA 90024
310-235-7481/6263

DoD Producer: (b)(6)
Prepared by: (b)(6)

Appendix A

With approval of the local SAF/ PAYE public affairs officer, and mission allowing, the production company is authorized:

1. To have access to and film in designated areas on Kirtland Air Force Base, NM, from on or about 8 October, 2012 to 16 November, 2012 as required for production of the project.
2. To have access to film and utilize military assets as outlined in Appendix B.
3. To bring onto Kirtland Air Force Base, NM materials, either pre-fabricated or those requiring minimal assembly for filming sets. All materials brought onto base will only be allowed if all materials are removed from base shooting locations.
4. To utilize military emblems, logos, ratings, ranks or insignias as outlined in Enclosure 1, subject to DoD approval and copyright/ registered trademark permission.
5. Will provide, at their expense, a cleaning crew that will pick up any materials, food, trash or other items brought onto Kirtland AFB and left behind following production.

Deviation from this schedule must be approved by the DoD-assigned motion picture Project Officer.

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Producer (b)(6)
Prepared by (b)(6)

Appendix B

With approval of DoD, the production company is authorized on or about 1 November, 2012 to 11 November, 2012, and mission allowing, to utilize for filming:

U.S. Air Force Request:

1. Two (2) HH-60 Pave Hawk Helicopters depicted as parked or taxi in BG, in flight CSAR, landing and takeoff and CSAR at CHILLILI.
2. One (1) C-130 Hercules depicted as parked or taxi and/or loading operations in BG.
3. Two (2) A-10 Warthog gunships depicted as parked or taxi in BG and CAS sortie.

Flight Line Vehicles:

1. One (1) Fuel Truck depicted as parked or driving in BG. Operators will be Kirtland AFB Personnel.
2. Two (2) Aircraft Auxiliary Power Units (generators) depicted as parked in BG.
3. One (1) Emergency Vehicle depicted as parked or driving in BG. Operators will be Kirtland AFB Personnel.
4. One (1) aircraft tow tractor depicted as parked or positioning an aircraft in BG. Operators will be Kirtland AFB Personnel.
5. One (1) wrecker truck depicted as parked or driving in BG. Operators will be Kirtland AFB Personnel.

Personnel:

1. Four (4) Pararescumen to depict Navy SEALs during fastroping sequence and CSAR personnel.

Deviation from the above provided assets and personnel must be approved by the DoD-assigned Project Officer.

DoD: (b)(6)
Producer: (b)(6)
Prepared by: (b)(6)

Appendix C

All assets utilized in filming for the production will have an estimated cost for use to be determined and agreed upon by the DoD, and will be provided to the production company as soon as assets are secured for the project. Estimates will be provided no later than the day of filming.

Estimates presented to the production company are intended as costs to be paid/reimbursed to DoD in the event any military asset cannot be considered as training.

Asset cost estimates will be based on an hourly usage rate for items not considered as training. DoD will make every reasonable attempt to minimize cost of use.

DoD: (b)(6)
Producer: (b)(6)
Prepared by: (b)(6)



**U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20161027-T-001**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby expresses its intent, subject to the provisions herein, to provide to **Exploration Production Inc.**, hereinafter referred to as the "production company," the assistance itemized in this Production Assistance Agreement (Agreement) in conjunction with the production of a documentary known at this time as **Mighty Planes, C-2 Greyhound**. This Agreement expresses the terms under which DoD intends to provide assistance. This Agreement does not authorize the obligation of any United States funding, nor should it be construed as a contract, grant, cooperative agreement, other transaction, or any other form of procurement agreement.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. DoD project officer or his/her designee to provide escorted access to Naval Station Norfolk, Wallops Flight Facility and USS George Washington (CVN 73). Filming, still photography and pre-approved on-camera interviews conducted by the production company are authorized to capture those events approved by Commander Navy Installations Command, Naval Station Norfolk, Navy Office of Information West, USS George Washington (CVN 73) and Wallops Flight Facility.

The DoD will make reasonable efforts to provide the assistance requested in the request for DoD documentary assistance, to the extent approved by DoD, and subject to the limitations contained herein.

This Agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD project officer. The production company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. If such Agreement is either suspended or terminated, the sole right of the Production Company to appeal such decision is to the DoD designee responsible for coordinating assistance for documentary productions. The requirements in Department of Defense Instruction 5410.16 shall apply to this Agreement.

It is understood between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor, and all military coordination must go through him or her. The production company will consult with the DoD project officer in all phases of pre-production, production,

DoD (b)(6)

Production Company 

and post-production that involves or depicts the U.S. military. The local unit/installation public affairs officer, or a designated official, may serve as the official onsite DoD representative for this project and will act as the interface between the film crew and military units providing both filming and logistical support.

2. DoD has approved production assistance as in the best interest of DoD, based on the **June 20, 2016**, version of the script, treatment, or narrative description to the extent agreed upon by DoD. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

3. The operational capability and readiness of the Military Components will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There will be no deviation from established DoD safety and conduct standards. The DoD project officer, or his or her designee, will coordinate such standards and compliance therewith. DoD will provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production will be restored by the production company to the same or better condition, cleaned and free of trash, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of **Mighty Planes, C-2 Greyhound**. The estimated amount will be detailed and included in this Agreement or as an attachment to it.

7. The production company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, including, but not limited to fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

8. The production company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD project officer, the DoD documentary officer, or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and the DoD documentary officer.

DoD (b)(6)

Production Company 

b. Hotel accommodations equivalent to those provided to the production company's crew.

9. By approving DoD production assistance for **Mighty Planes, C-2 Greyhound**, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in this Agreement (e.g., including, but not limited to, Paragraphs 11-14).

10. As a condition of DoD assistance, the production company will:

a. Indemnify and hold harmless the DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of **Mighty Planes, C-2 Greyhound**. This provision will not in any event require production company to indemnify or hold harmless the DoD, its agencies, officers, or employees from or against any claims arising from defects in DoD property or negligence on the part of DoD, its agencies, officers, or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are may be used to show DoD viewers how DoD is assisting in the production; such materials may be viewed by the general public if posted on an open DoD web site or other publicly-accessible media source. Therefore, no DoD personnel will photograph actual filming without the prior approval of the production company.

11. The production company will screen for the DoD project officer, and the DoD documentary officer, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated to allow DoD to confirm the military sequences conforms to the agreed-upon script, treatment, or narrative description; to preclude release or disclosure of sensitive, security-related, or classified information; and to ensure that the privacy of DoD personnel is not violated. Should DoD determine that material in the production compromises any of the preceding concerns, DoD will alert the production company of the material, and the

DoD

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Production Company 

production company will remove the material from the production.

12. If the recording or imagery to be used in the production captures medical treatment being performed on DoD personnel, the project officer shall require the production company to gain written consent from such DoD personnel. In the case of DoD personnel who are deceased or incapacitated, the project officer shall require the production company to gain written consent from the next of kin of the deceased or incapacitated DoD personnel.

13. All Department of Defense uniformed and civilian personnel who are photographed or sound recorded by the documentary production company are considered to be on duty and are precluded from receiving any compensation from the production company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. Military personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service regulations. In such cases, these conditions apply:

- a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.
- b. The DoD project officer will ensure that DoD personnel will comply with standards of conduct regulations in accepting employment.
- c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

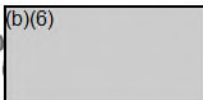
14. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

15. The production company will identify any and all re-enactments in the production by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the production.

16. The production company will use its best efforts to place a credit in the end titles immediately above the "Special Thanks" section (if any) substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) will be in keeping with industry customs and practices, and will be of the same size and font used for other similar credits in the end titles.

DoD

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A handwritten signature in black ink, appearing to be a stylized name, located to the right of the "Production Company" text.

17. The production company will provide a minimum of five digital videodisc (DVD) copies of the completed production within seven working days of initial broadcast to DoD, for internal briefings and for historical purposes. DoD will not exhibit these DVDs publicly or copy them; however, DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance, for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose.

18. The undersigned parties warrant that they have the authority to agree to the terms of this Agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

19. This Agreement consists of six (6) pages including one attachment. Each page will be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR EXPLORATION PRODUCTION INC.



Signature and Date

Leah Borkwood
Director of Production
Exploration Production Inc.
9 Channel Nine Court
Scarborough, ON M1S4B5
Canada

DoD

(b)(6)

Production Company



ATTACHMENT 1

1. DoD project officer or his/her designee to provide escorted access to Wallops Flight Facility, Naval Station Norfolk, and USS George Washington (CVN 73). Filming, still photography and pre-approved on-camera interviews conducted by the production company are authorized to capture those events approved by Commander Navy Installations Command, Naval Station Norfolk, Navy Office of Information West, USS George Washington (CVN 73) and Wallops Flight Facility.
2. Tentative film support schedule:

FILMING SESSION ONE: November 7-10, 2016 – Wallops Air Field

Film aircraft and four (4) training pilots arriving from Naval Base Norfolk to Wallops.
Film b-roll of the C2 Greyhound and the E2 Hawkeye.

Go Pro automated footage inside the cockpit of the TWO greyhound planes used in training, day and night.

Film aircraft taking off and landing from exterior.

Film maintenance being performed on the planes – both C2 and E2.

Follow-footage of the 4 trainees in general briefings.

Follow-footage and interviews with instructors as permitted.

On-the-fly interviews with the 4 training pilots as opportunity presents itself.

Film b-roll of trainees off-time activities (working out, eating meals, etc.)

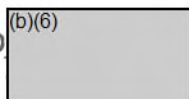
Wrap-up footage as trainings transition from Wallops to USS George Washington (students packing up and getting ready to leave – at hotel, we are working to clear that location for filming, just in case).

FILMING SESSION TWO: Tentatively December 4-8, 2016- aboard USS George Washington (CVN 73)/Naval Base Norfolk

Film carrier qualifications

Film TBD locations

DoD



U.S. DEPARTMENT OF DEFENSE
PRODUCTION ASSISTANCE AGREEMENT
DoD-0420-ND-001-2016

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby expresses its intent, subject to the provisions herein, to provide to **Lazarus Films**, hereinafter referred to as the "production company," the assistance itemized in this Production Assistance Agreement (Agreement) in conjunction with the production of a television series known at this time as **Mission Resolve**. This Agreement expresses the terms under which DoD intends to provide assistance. This Agreement does not authorize the obligation of any United States funding, nor should it be construed as a contract, grant, cooperative agreement, other transaction, or any other form of procurement agreement.

LIST OF MILITARY RESOURCES REQUESTED TO BE PROVIDED IN SUPPORT OF PRODUCTION. With approval from the Navy Office of Information West; Navy Region Southeast, Expeditionary Strike Group Three and Surface Forces Atlantic to provide access to sailors participating in the Damage Control Olympics held by *Resolve Maritime Academy* and follow-up interviews. The DoD will make reasonable efforts to provide the assistance requested in the request for production assistance, to the extent approved by DoD, and subject to the limitations contained herein.

This Agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD project officer. The production company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. If such Agreement is either suspended or terminated, the sole right of the Production Company to appeal such decision is to the DoD designee responsible for coordinating production assistance for entertainment media operations ("DoD Director of Entertainment Media"). The requirements in Department of Defense Instruction 5410.16 shall apply to this Agreement.

It is understood between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this Agreement are met. The DoD project officer or his or her designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of **Mission Resolve**. The DoD project officer is the military technical advisor, and all military coordination must go through him or her. The production company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involves or depicts the U.S. military.

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Production Company



2. The production company will cast actors, extras, doubles, and stunt personnel portraying Service members who conform to individual Military Service regulations governing age, height and weight, uniform, grooming, appearance, and conduct standards. DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of these portrayals cannot be resolved in negotiation between the production company and DoD within the 72-hour cure period. The DoD project officer will provide written guidance specific to each Military Service being portrayed.

3. DoD has approved production assistance as in the best interest of DoD, based on the **April 20th, 2016** version of the script to the extent agreed upon by DoD. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

4. The operational capability and readiness of the Military Components will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

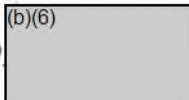
5. There will be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee will coordinate such standards and compliance therewith. DoD will provide the production company advance notice of such safety or conduct standards upon request.

6. All DoD property or facilities damaged, used, or altered by the production company in connection with the production will be restored by the production company to the same or better condition, cleaned and free of trash, normal wear and tear excepted, as when they were made available for the production company's use.

7. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of *Mission Resolve*. The estimated amount will be detailed and included (e.g., "see Attachment 2," etc.). Unless otherwise agreed upon, the production company agrees to post advance payment or a letter of credit in the amount estimated to comprise the total additional DoD expenses or deposit such funds that may be reasonably necessary. The payment or letter of credit will be submitted to the military component(s) designated to provide the assistance, or to another DoD agency, as deemed appropriate by DoD.

a. DoD agrees to provide statements of charges assessed by each installation or DoD component providing assets to assist in the production within 45 days from the last day of the month in which filming is completed.

DoD



Production Company

A handwritten signature in black ink, appearing to be "JMA", written over the printed name "Production Company".

b. The production company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, including, but not limited to fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within 45 days from the last day of the month in which filming is completed.

8. The production company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD project officer, the DoD Director of Entertainment Media or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099.

For each of these individuals, the production company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.

b. A full-size vehicle (with fuel and with loss, damage, and collision automobile insurance paid for by the production company) for his or her personal use during the filming, including for his or her stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided.

c. Hotel accommodations equivalent to those provided to the production company's crew.

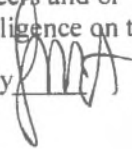
d. A dedicated, on-location trailer room or other comparable work space with full Internet access, desk, seating, and ensuite toilet.

9. By approving DoD production assistance for [enter title of production], DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in this Agreement (e.g. Paragraphs 12-13).

10. As a condition of DoD assistance, the production company will:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of [enter title of production], to include pre-production, post-production, and DoD-provided orientation or training. This provision will not in any event require production company to indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property or negligence on the

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Production Company 

part of DoD, its agencies, officers, or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials may be used to show DoD viewers how DoD is assisting in the production; such materials may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore, no DoD personnel will photograph actual filming, talent, or sets without the prior approval of the production company.

11. The production company will provide the DoD project officer with whatever internal communications equipment it is supplying to production company crew members to communicate on the set during production of military-themed sequences. The production company will also supply the DoD project officer with earphones to monitor military-themed dialogue and other sound recording during these periods.

12. The production company will screen for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated to allow DoD to confirm the military sequences conforms to the agreed script treatment, or narrative description; to preclude release or disclosure of sensitive, security-related, or classified information; and to ensure that the privacy of DoD personnel is not violated. Should DoD determine that material in the production compromises any of the preceding concerns, DoD will alert the production company of the material, and the production company will remove the material from the production. The production company will bear the travel, lodging, per diem, and incidental expenses incurred in transporting the DoD project officer and the DoD Director of Entertainment Media, or their designees, to the location where the screening is held.

13. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or

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Production Company 

hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

14. The production company will also provide an official DoD screening of the completed production in Washington, D.C., prior to public exhibition. An alternative screening location may be authorized by DoD, in negotiation with the production company. In this case, the production company will pay the travel and lodging expenses incidental to the attendance at the screening of the DoD project officer and the Director of Entertainment Media or their designees.

15. The production company will place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) will be in keeping with industry customs and practices, and will be of the same size and font used for other similar credits in the end titles.

16. The production company will provide DoD with five copies of all promotional and marketing materials (e.g., electronic press kits, one-sheets, and television advertisements) for internal information and historical purposes in documenting DoD assistance to the production.

17. The production company will provide a minimum of ten digital videodisc (DVD) copies of the completed production to DoD for internal briefings and for historical purposes, by overnight shipment to arrive the day following the first domestic airing or commercial distribution of the production. DoD will not exhibit these DVDs publicly or copy them; however, DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance, for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose.

18. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD project officer and assigned official technical advisor(s), whose activities must be consistent with their authorized additional duties. DoD personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service or Department regulations. In such cases, these conditions apply:

a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.

b. The DoD project officer will ensure that DoD personnel will comply with standards of conduct regulations in accepting employment.

c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

19. The production company may make donations or gifts in-kind to morale, welfare, and

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recreation programs of the military unit(s) involved; however, donations of this kind are not at all required, and are not in any manner a consideration in the determination of whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD project officer and must comply with law and DoD policies.

20. The undersigned parties warrant that they have the authority to enter into this Agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

21. This Agreement consists of 6 pages including 0 attachment(s). Each page will be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)
[Redacted Signature and Date]

Signature and Date

(b)(6)
[Redacted Name]

Name of DoD Representative:

Title and Address

Lozaeus Films LLC
FOR [ENTER PRODUCTION COMPANY]

[Handwritten Signature] 4.21.15
Signature and Date

Name of Production Company Representative:

Jessica Anzabach owner
Title and Address

167 N. Commerce Way
Suite 110
Bethlehem PA 18017

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[Redacted]

Production Company *[Handwritten Signature]*



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20140512-T-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with the Optomen Productions hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television show known at this time as **Monumental Mysteries.**

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With escort and local command approval, to capture footage of USS Squalus memorial and local signage on Portsmouth Naval Shipyard. Tentative film date is May 21, 2014.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.

2. DoD has approved production assistance as in the best interest of DoD, based on the May 12, 2014 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support

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to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of Monumental Mysteries. The estimated amount shall be detailed and included.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

- No additional expenses incurred.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company shall provide:

- No DoD travel costs incurred.

8. By approving DoD production assistance for Monumental Mysteries, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of Monumental Mysteries. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an

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Production Company EH

additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

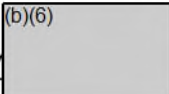
d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s). Small-scale re-enactments may be accommodated without the requirement of on-screen text, but must be approved on a case-by-case basis at the discretion of the NAVINFO West project officer.

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

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Production Company ett

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of four pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of Monumental Mysteries.

~~FOR THE~~ DEPARTMENT OF DEFENSE

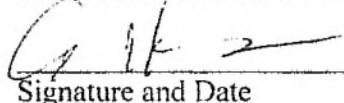
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Signature and Date (b)(6)

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DoD Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301


FOR OPTOMEN PRODUCTIONS

 5/13/14
Signature and Date

Eryana Hundhausen
Associate Producer
225 Varick Street #400
NY, NY 10014

DoD

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Production Company 

OFFICIAL REQUEST FOR DOD PRODUCTION ASSISTANCE

We are pleased that you are interested in producing a product involving the United States Navy. This office was established to aid motion picture and television producers arrange official production assistance with the Department of Defense (DoD) and the Department of the Navy (DoN). Final approval of Navy assistance rests in Washington, DC, by concurrence of the Navy Chief of Information (CHINFO).

You will be assigned a Project Officer. That Officer will be your liaison to the US Navy. Please ensure that if you have any questions or changes to your request that you contact your Project Officer. To ensure film productions do not interfere with the Navy's mission, the production company must not contact a naval command directly. The Project Officer will attain resources, support materials, and personnel as available. The Project Officer will provide Navy contacts and establish cooperation between the supporting command and production company when appropriate.

NAVINFOWEST considers many requests for Navy support on a daily basis. So, it is important to ensure your request is submitted early, with **DISTRIBUTION and FUNDING** in place. We fully understand and respect the deadlines your production must meet and we will do our very best to assist you and accommodate your request. However, we must also consider other projects we are working on, the needs of the US Navy, and the missions of each potential supporting command.

Principles Governing Assistance:

1. The production must be consistent with the goals and aims of the DoD and DoN and/or be in the national/Navy's best interest.
2. Military operations, historical incidents, persons, and places are to be depicted in such a manner as to give a true portrayal or interpretation of military life. Standards of dignity and propriety will be a consideration.
3. Operational readiness of the armed forces shall not be impaired by cooperating with the production. The production company must reimburse the government for any extra expenses incurred during the production assistance.
4. There will be no deviation from established DoD safety standards.

Please fill out the following form and e-mail it back to your Project Officer. A very detailed description of the type of assistance your project is required. Lack of details and specific items could delay the approval process. Thank you for your interest in the United States Navy!

In order to evaluate your request for DoD assistance, please provide the following information:

Please accompany your request with a professional-grade treatment/script and documentation verifying funding and distribution. All documents submitted are treated as strictly confidential.

PRODUCTION INFO:

Project title/Working title: Monumental Mysteries

PRODUCER/ PRODUCTION POINT OF CONTACT (POC):

Name: Eryana Hundhausen
Company: Optomen Productions
Title: Associate Producer
Address: 225 Varick Street, Suite 400
City: New York State: NY

Zip code 10014
Country: USA
Email: eryana.sunarso@optomenusa.com
Phone Number: 212-208-7511 (office) 862-354-1264 (cell)

FUNDING (List all relevant contributors.) As per DoD policy, full funding must be in place before Navy approval can take place. **N/A as discussed over the phone**

DISTRIBUTION (include point of contact info and agreement documentation verifying distribution): As per DoD policy, distribution must be secured and verified before Navy approval can take place. **N/A as discussed over the phone** Point of contact at Travel Channel is: Bonnary Lek, 301-244-7703, bonnary.lek@travelchannel.com

SYNOPSIS (brief narrative description/treatment of the project):

Travel Channel historical series called "Monumental Mysteries." Now in it's third season, the show examines unusual and unexpected stories behind the incredible monuments and landmarks across the nation. Each episode features 6 different monuments.

We wish to film b-roll of the USS Squalus (SS-192) memorial on the mall of the Portsmouth Naval Shipyard, along with some b-roll and signage of the yard on **Wednesday, May 21st** for a 6-7 minute segment about the USS Squalus disaster in 1939. Using location b-roll, archival material, reconstruction, and historian interview (which we film separately in another location), we will cover the tragic sinking of the vessel and the harrowing and heroic rescue of crewmembers aboard.

WEBSITE LINKS: <http://www.travelchannel.com/tv-shows/monumental-mysteries>

REQUEST (assistance requested from Navy): (Please **BE SPECIFIC). Include broll/archive requests and/or specific personnel requested to be interviewed.)** We wish to request official permission from the DoD to film b-roll of the USS SQUALUS monument on the mall, as well as some exteriors and signage of the Portsmouth Naval Shipyard in Kittery, ME.

REQUESTED FILM DATE/DATE ASSISTANCE REQUESTED:

(Include crew size, list of gear and equipment to be brought onto base/ship, and filming time length required)

Date: **Wednesday, May 21, 2014**

Crew: 3-4 people – Producer, Associate Producer (me), Cameraman, Production Assistant is possible. We are a low-impact crew.

Equipment: Camera, Tripod, Portable / small Jib, Portable dolly.

Filming Duration: 2-3 hours needed to film.

NOTES (any additional information to support your request): We have worked with the Navy on past productions, mostly "Mysteries at the Museum" on Travel Channel with host Don Wildman. "Monumental Mysteries" is a successful spinoff currently in its third season.

Please accompany your request with a professional-grade treatment/script and documentation verifying funding and distribution. All documents submitted are treated as strictly confidential.

Upon receipt of the above information, we will evaluate your request and respond with our decision.



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20161213-T-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Optomen Productions LLC**, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as **Mysteries at the Museum**.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With local command escort and approval, permission to film the interiors, exteriors, and TBD artifacts at the National Museum of Naval Aviation. Tentatively scheduled for a total of two days on December 17-18, 2016, in support of segment on Julia McWilliams, who would later become Julia Childs, and her task of creating a shark repellent for the U.S. Navy, while assigned to the OSS/CIA's Emergency Rescue Equipment Division.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.

2. DoD has approved production assistance as in the best interest of DoD, based on the **December 9, 2016** version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these

DoD (b)(6)

Production Company KK

changes are undertaken.

3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of **Mysteries at the Museum**. The estimated amount shall be detailed and included (e.g., "see Attachment 2," etc.). The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099. For each of these individuals, the production company shall provide:

- a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.
- b. Hotel accommodations equivalent to those provided to the production company's crew.

Not applicable. Local Navy support provided.

8. By approving DoD production assistance for **Mysteries at the Museum**, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the

DoD (b)(6)

Production Company KK

limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of **Mysteries at the Museum**. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or other DoD-authorized publicly accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "Re-enactment" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than three (3) seconds and reappearing every subsequent ten (10) seconds for a period of three (3) seconds until complete. This activity will occur for every instance of a re-enactment in the product(s). Small-scale reenactments may be accommodated without the requirement of on-screen text, but must be approved on a case-by-case basis at the discretion of the NAVINFO West Project Officer.

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed

DoD

(b)(6)

script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of five pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the

DoD (b)(6)

Production Company KK

exhibition, promotion, and marketing of **Mysteries at the Museum.**

FOR THE DEPARTMENT OF DEFENSE

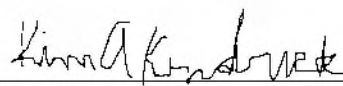
FOR OPTOMEN PRODUCTIONS LLC

(b)(6)

Signature and Date

(b)(6)

DOD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

 12/14/16
Signature and Date

Kim Kendrick
Associate Producer
225 Varick St., 4th Fl.
New York, NY 10014

DoD (b)(6)



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20161213-T-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Optomen Productions LLC**, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as **Mysteries at the Museum**.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With local command escort and approval, permission to film the interiors, exteriors, raft artifact at the National Museum of Naval Aviation, and TBD interview with subject matter expert. Tentatively scheduled for a total of one day on March 11, 2017, in support of segment discussing raft employed by Harold Dixon and his crew to survive for thirty days at sea during World War II.
2. Approved interview questions outlined in Attachment 1.


This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder, the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.

2. DoD has approved production assistance as in the best interest of DoD, based on the **March 8, 2017** version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

DoD (b)(6)

Production Company 

3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of **Mysteries at the Museum**. The estimated amount shall be detailed and included (e.g., "see Attachment 2," etc.). The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099. For each of these individuals, the production company shall provide:


a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.

b. Hotel accommodations equivalent to those provided to the production company's crew.

Not applicable. Local Navy support provided.

8. By approving DoD production assistance for **Mysteries at the Museum**, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

DoD (b)(6)


Production Company 

9. As a condition of DoD assistance, the production company shall:

- a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of **Mysteries at the Museum**. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.
- b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.
- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or other DoD-authorized publicly accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.
- f. Identify any and all re-enactments by placing the word "Re-enactment" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than three (3) seconds and reappearing every subsequent ten (10) seconds for a period of three (3) seconds until complete. This activity will occur for every instance of a re-enactment in the product(s). Small-scale reenactments may be accommodated without the requirement of on-screen text, but must be approved on a case-by-case basis at the discretion of the NAVINFO West Project Officer.

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated.

DoD (b)(6)

Production Company 

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.


13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of six (6) pages including one (1) attachment. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of **Mysteries at the Museum**.

DoD (b)(6)

Production Company 

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR OPTOMEN PRODUCTIONS LLC

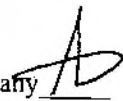
Signature and Date

Alex Goldstein
Associate Producer
225 Varick St., 4th Fl.
New York, NY 10014

3/8/17

Do (b)(6)

Page 5 of 6
2016

Production Company 

ATTACHMENT 1

APPROVED INTERVIEW QUESTIONS FOR TBD SUBJECT MATTER EXPERT

1. Describe the raft?
2. What are its dimensions and characteristics?
3. What was the war in the Pacific like during World War II?
4. Describe the USS Enterprise?
5. Who was Harold Dixon?
6. How did his plane go down?
7. What unique ways and innovative tactics were employed by him and his men to survive?
8. How many days did they spend at sea before returning?
9. What was the public's reaction upon their return?
10. How were they commended for their service?
11. What legacy do they have today?

Do [(b)(6)]



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20160928-T-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Optomen Productions LLC**, hereinafter referred to as the “production company,” subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as **Mysteries at the Museum**.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With local command escort and approval, permission to film the interiors, exteriors, a poster and other TBD artifacts at the Naval War College, and interview with Liz DeLucia, Naval War College Director of Education and Public Outreach. Tentatively scheduled for a total of one day on October 6, 2016, in support of a segment on Operation Coldfeet, a Cold War espionage mission conducted by the Navy and CIA.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company’s rights in and to the photography and sound recordings made hereunder; the production company’s decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.

2. DoD has approved production assistance as in the best interest of DoD, based on the **September 27, 2016** version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these

DoD (b)(6)

Production Company *NVA*

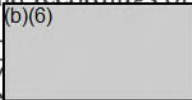
changes are undertaken.

3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.
4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.
5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.
6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of **Mysteries at the Museum**. The estimated amount shall be detailed and included (e.g., "see Attachment 2," etc.). The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.
7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099. For each of these individuals, the production company shall provide:
 - a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.
 - b. Hotel accommodations equivalent to those provided to the production company's crew.

Not applicable. Local Navy support provided.

8. By approving DoD production assistance for **Mysteries at the Museum**, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the

DoD



Production Company NVA

limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

- a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of **Mysteries at the Museum**. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.
- b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.
- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or other DoD-authorized publicly accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.
- f. Identify any and all re-enactments by placing the word "Re-enactment" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than three (3) seconds and reappearing every subsequent ten (10) seconds for a period of three (3) seconds until complete. This activity will occur for every instance of a re-enactment in the product(s). Small-scale reenactments may be accommodated without the requirement of on-screen text, but must be approved on a case-by-case basis at the discretion of the NAVINFO West Project Officer.

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed

DoD

A handwritten signature in black ink, appearing to be "NVA".

script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of five pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the

DoD

(b)(6)

Production Company 

exhibition, promotion, and marketing of **Mysteries at the Museum.**

FOR THE DEPARTMENT OF DEFENSE

FOR OPTOMEN PRODUCTIONS LLC

(b)(6)

[Redacted signature and date]

Signature and Date

(b)(6)

[Redacted signature and date]

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301


Signature and Date

Nick Adrian
Associate Producer
225 Varick St., 4th Fl.
New York, NY 10014

Do

(b)(6)
[Redacted signature and date]



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-00001-131206

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with Optomen Productions, Inc., hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as *Mysteries at the Museum*.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. Pending availability and local command approval, to support use of Navy archival footage relating to Operation Frequent Wind and to allow exterior filming of National Museum of Naval Aviation for broll purposes.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.

2. DoD has approved production assistance as in the best interest of DoD, based on the Dec. 6, 2013 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative

DoD (b)(6)

Production Company EW

impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of Mysteries at the Museum. The estimated amount shall be detailed and included. – None required.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment. – None required.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. – None required

8. By approving DoD production assistance for Mysteries at the Museum, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of Mysteries at the Museum. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

DoD (b)(6)

Production Company 

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s). Small-scale re-enactments may be accommodated without the requirement of on-screen text, but must be approved on a case-by-case basis at the discretion of the NAVINFO West project officer.

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company

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Production Company 

from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of four pages including one attachment. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of Mysteries at the Museum.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)
[Redacted Signature and Date]

Signature and Date

(b)(6)
[Redacted Name]

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR Optomen Productions, Inc.

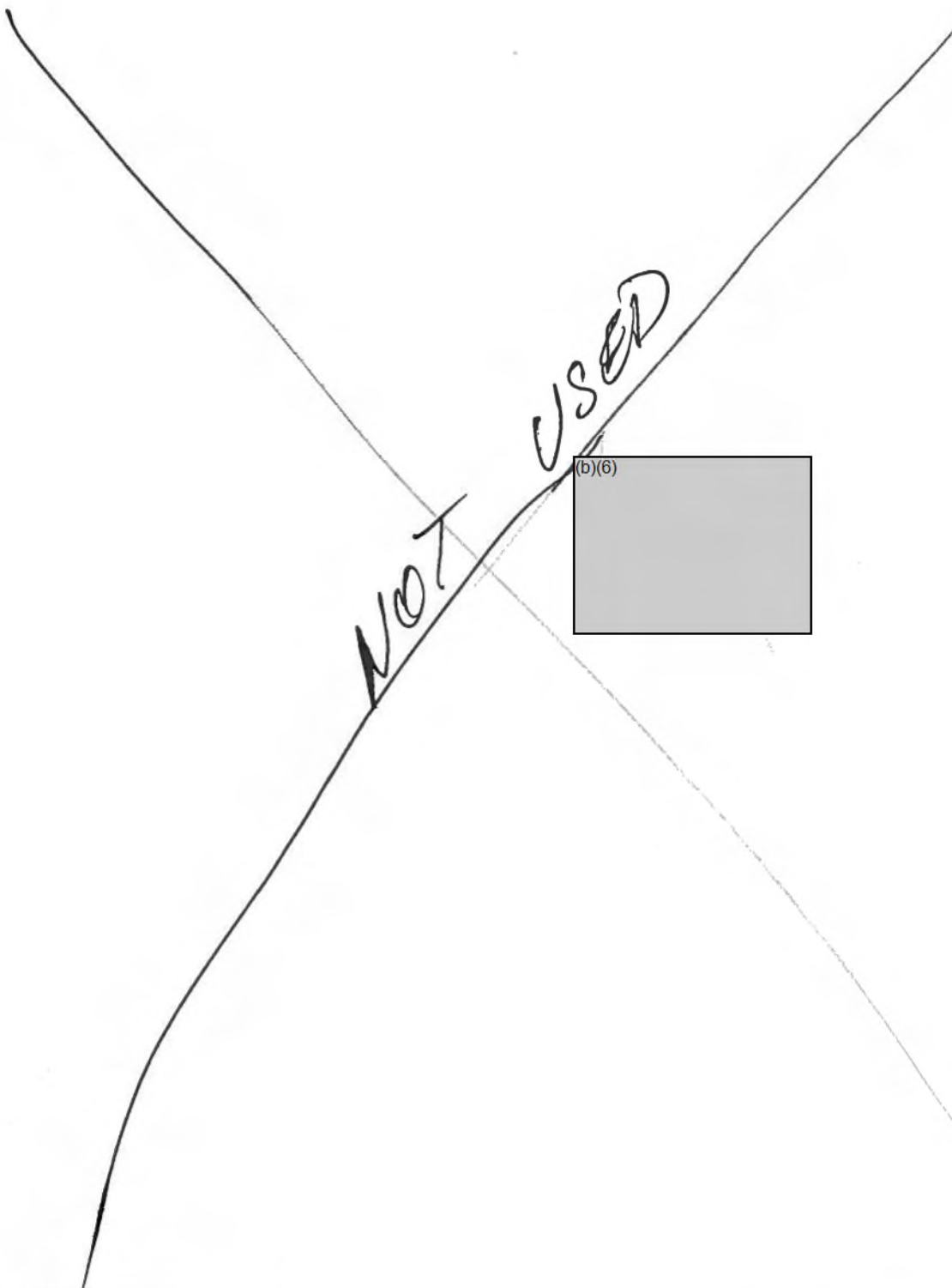
Liz West 1/10/14
[Handwritten Signature and Date]

Signature and Date

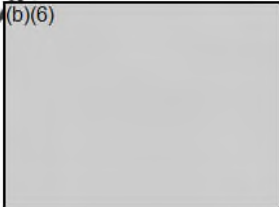
Liz West
Project Manager
225 Varick Street, Suite 400
New York, NY 10014

DoI (b)(6)
[Redacted]

Production Company *EW*



NOT USED



DoD



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20160712-T-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Optomen Productions LLC**, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as **Mysteries at the Museum**.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With Navy escort and local command approval, permission to film the interiors, exteriors, a TBD John Paul Jones-related artifact at the Naval Academy Museum, and the crypt of John Paul Jones in the Naval Academy Chapel TBD. Tentatively scheduled for a total of one day on July 25, 2016, in support of a segment on John Paul Jones' role in the 1779 creation of the Serapis (or "Franklin") flag.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the [enter date] version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

DoD (b)(6)

3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of **Mysteries at the Museum**. The estimated amount shall be detailed and included (e.g., "see Attachment 2," etc.). The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099. For each of these individuals, the production company shall provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.

b. Hotel accommodations equivalent to those provided to the production company's crew.

Not applicable. Local Navy support provided.

8. By approving DoD production assistance for **Mysteries at the Museum**, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

DoD

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9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of **Mysteries at the Museum**. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

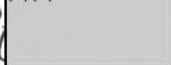
e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or other DoD-authorized publicly accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "Re-enactment" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than three (3) seconds and reappearing every subsequent ten (10) seconds for a period of three (3) seconds until complete. This activity will occur for every instance of a re-enactment in the product(s). Small-scale reenactments may be accommodated without the requirement of on-screen text, but must be approved on a case-by-case basis at the discretion of the NAVINFO West Project Officer.

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or

DoD

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classified information; to ensure that the privacy of DoD personnel is not violated.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

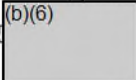
12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of five pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of **Mysteries at the Museum**.

DoD  (b)(6)

FOR THE DEPARTMENT OF DEFENSE

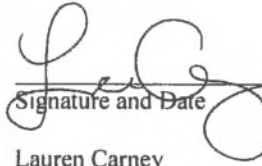
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Signature and Date

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR OPTOMEN PRODUCTIONS LLC

 7-21-16
Signature and Date

Lauren Carney
Associate Producer
225 Varick St., Suite 400
New York, NY 10014

Do (b)(6)



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20161213-T-002

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Optomen Productions LLC**, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as **Mysteries at the Museum**.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With local command escort and approval, permission to film the interiors, exteriors, TBD artifacts, and interview with subject matter expert Mr. Hill Goodspeed at the National Museum of Naval Aviation. Tentatively scheduled for a total of two days on December 17-18, 2016, in support of segment on USS Akron, the U.S. Navy's first aircraft carrier of the sky. Segment will discuss its 1933 crash caused by poor weather.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the **December 9, 2016** version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these

DoD (b)(6)

Production Company *KK*

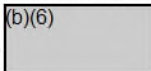
changes are undertaken.

3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.
4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.
5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.
6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of **Mysteries at the Museum**. The estimated amount shall be detailed and included (e.g., "see Attachment 2," etc.). The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.
7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099. For each of these individuals, the production company shall provide:
 - a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.
 - b. Hotel accommodations equivalent to those provided to the production company's crew.

Not applicable. Local Navy support provided.

8. By approving DoD production assistance for **Mysteries at the Museum**, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the

DoD_



Production Company KK

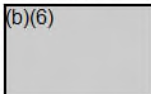
limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

- a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of **Mysteries at the Museum**. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.
- b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.
- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or other DoD-authorized publicly accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.
- f. Identify any and all re-enactments by placing the word "Re-enactment" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than three (3) seconds and reappearing every subsequent ten (10) seconds for a period of three (3) seconds until complete. This activity will occur for every instance of a re-enactment in the product(s). Small-scale reenactments may be accommodated without the requirement of on-screen text, but must be approved on a case-by-case basis at the discretion of the NAVINFO West Project Officer.

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed

DoD,



script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of five pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the

DoD (b)(6)

Production Company *KK*

exhibition, promotion, and marketing of **Mysteries at the Museum.**

FOR THE DEPARTMENT OF DEFENSE

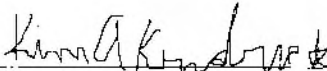
FOR OPTOMEN PRODUCTIONS LLC

(b)(6)

Signature and Date

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

 12/14/16
Signature and Date

Kim Kendrick
Associate Producer
225 Varick St., 4th Fl.
New York, NY 10014

DoD (b)(6)



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20142603-T-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with the Optomen Productions, LLC hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television show known at this time as Mysteries at the Museum, Season 6.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With local command approval (Navy History and Heritage Command) and escort, to film available dive artifacts.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the March 26, 2014 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact of prejudice to the production caused by the premature withdrawal or change in support

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Production Company ATG

to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of Mysteries at the Museum, Season 6. The estimated amount shall be detailed and included.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

--No additional expenses incurred.--

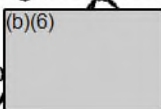
7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company shall provide:

--No additional expenses incurred.--

8. By approving DoD production assistance for Mysteries at the Museum, Season 6, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of Mysteries at the Museum, Season 6. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

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Production Company ATB

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s). Small-scale re-enactments may be accommodated without the requirement of on-screen text, but must be approved on a case-by-case basis at the discretion of the NAVINFO West project officer.

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

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Production Company ATP

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

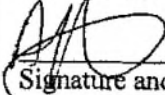
16. This agreement consists of four pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of Mysteries at the Museum, Season 6.

FOR THE DEPARTMENT OF DEFENSE
(b)(6)

(b)(6)
DoD Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

(b)(6)
DoD

FOR OPTOMEN PRODUCTIONS, LLC

 4/14/2014
Signature and Date

Aaron Bengtson
Associate Producer
225 Varick Street #400
NY, NY 10014

Production Company AJB



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20160624-T-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with Optomen Productions LLC, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as "Mysteries at the Museum."

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With Navy escort and local command approval, permission to film the interiors, exteriors, a WWII era hydrophone and signage at the Naval Undersea Museum. Tentatively scheduled for a total of one day on July 14, 2016, in support of episode about how the Navy and Dr. Martin Johnson utilized Pistol Shrimp during WWII to help mask submarines from enemy sonar.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the [enter date] version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired.

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Production Company AF

Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.
5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.
6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of Mysteries at the Museum. The estimated amount shall be detailed and included (e.g., "see Attachment 2," etc.). The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.
7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099. For each of these individuals, the production company shall provide:
 - a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.
 - b. Hotel accommodations equivalent to those provided to the production company's crew.Not applicable. Local Navy support provided.

8. By approving DoD production assistance for Mysteries at the Museum, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

DoD (b)(6)

Production Company AF

- a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of Mysteries at the Museum. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.
- b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.
- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or other DoD-authorized publicly accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.
- f. Identify any and all re-enactments by placing the word "Re-enactment" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than three (3) seconds and reappearing every subsequent ten (10) seconds for a period of three (3) seconds until complete. This activity will occur for every instance of a re-enactment in the product(s). Small-scale reenactments may be accommodated without the requirement of on-screen text, but must be approved on a case-by-case basis at the discretion of the NAVINFO West Project Officer.

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated.

DoD (b)(6)

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

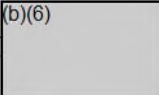
12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of five pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of Mysteries at the Museum.

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Production Company AF

FOR THE DEPARTMENT OF DEFENSE

FOR OPTOMEN PRODUCTIONS LLC

(b)(6)

Signature and Date

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

Andy Fram 6/28/16
Signature and Date

Andy Fram
Associate Producer
225 Varick St., 4th flr
New York, NY 10014

DoD

(b)(6)



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20170512-T-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Optomen Productions LLC**, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as **Mysteries at the Museum**.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With local command escort and approval, permission to film the interiors, exteriors, and war game ship model at the Naval War College Museum. Tentatively scheduled for a total of one day on May 19, 2017, in support of segment discussing a brief history of a naval camouflage invention "Dazzle/Razzle Dazzle" in 1917 during World War I.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.

2. DoD has approved production assistance as in the best interest of DoD, based on the **May 12, 2017** version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

3. The operational capability and readiness of the Military Service shall not be impaired.
DoD (b)(6) Production Company GAH

Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of **Mysteries at the Museum**. The estimated amount shall be detailed and included (e.g., "see Attachment 2," etc.). The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099. For each of these individuals, the production company shall provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.

b. Hotel accommodations equivalent to those provided to the production company's crew.

Not applicable. Local Navy support provided.

8. By approving DoD production assistance for **Mysteries at the Museum**, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

Do (b)(6)

Production Company GAM

- a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of **Mysteries at the Museum**. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.
- b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.
- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or other DoD-authorized publicly accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.
- f. Identify any and all re-enactments by placing the word "Re-enactment" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than three (3) seconds and reappearing every subsequent ten (10) seconds for a period of three (3) seconds until complete. This activity will occur for every instance of a re-enactment in the product(s). Small-scale reenactments may be accommodated without the requirement of on-screen text, but must be approved on a case-by-case basis at the discretion of the NAVINFO West Project Officer.

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated.

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11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of five (5) pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of **Mysteries at the Museum**.

Do (b)(6)

FOR THE DEPARTMENT OF DEFENSE

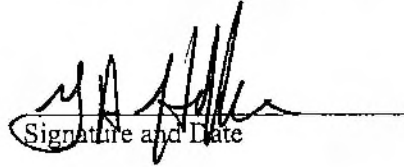
FOR OPTOMEN PRODUCTIONS LLC

(b)(6)

Signature and Date

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301



Signature and Date

Jerry Holleran
Associate Producer
225 Varick St., 4th Fl.
New York, NY 10014

DoD

(b)(6)



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20142603-T-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with the Optomen Productions, LLC hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television show known at this time as *Mysteries at the Museum*, Season 6.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With local command approval (Navy History and Heritage Command) and escort, to film available dive artifacts.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6), is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the March 26, 2014 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact of prejudice to the production caused by the premature withdrawal or change in support

DoD (b)(6)

Production Company A76

to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of Mysteries at the Museum, Season 6. The estimated amount shall be detailed and included.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

--No additional expenses incurred.--

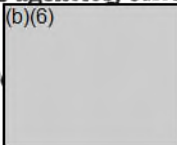
7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company shall provide:

--No additional expenses incurred.--

8. By approving DoD production assistance for Mysteries at the Museum, Season 6, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of Mysteries at the Museum, Season 6. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

(b)(6)
D 

Production Company Act 3

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s). Small-scale re-enactments may be accommodated without the requirement of on-screen text, but must be approved on a case-by-case basis at the discretion of the NAVINFO West project officer.

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

Do (b)(6)

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of four pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of Mysteries at the Museum, Season 6.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

DoD Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

(b)(6)

DoD

FOR OPTOMEN PRODUCTIONS, LLC



4/14/2014

Signature and Date

Aaron Bengtson
Associate Producer
225 Varick Street #400
NY, NY 10014

Production Company AJB



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20150615-ND-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with PF Pictures, hereinafter referred to as the “production company,” subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television show known at this time as *Untitled National Security and Climate Change Film*.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With approval from the Navy Office of Information West, CNRMA, Naval Station Norfolk and NAVFAC Mid-Atlantic, to capture B-roll footage at Naval Station Norfolk on June 17, 2015.
2. Conduct an interview with NAVFAC Commanding Officer, CAPT Rios, in Norfolk, VA on a date to be determined.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company’s rights in and to the photography and sound recordings made hereunder; the production company’s decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the June 04, 2015 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as

DoD _____

Production Company _____

disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of *Untitled National Security and Climate Change Film*. The estimated amount shall be detailed and included.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD.

8. By approving DoD production assistance for the *Untitled National Security and Climate Change Film*, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of the *Untitled National Security and Climate Change Film*. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be

DoD _____

Production Company _____

required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than three seconds and reappearing every subsequent 10 seconds for a period of three seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised

DoD _____

Production Company _____

(including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The DOD and its component agencies and military branches use and own all rights, title, and interest in and to various DOD names, trademarks, service marks, certification marks, collective marks, collective membership marks, and/or other words, symbols, seals, emblems, logos, insignia, patches, images, colors, uniform designs, names of battles, names of ships, aircraft, and other weapons platforms (individually and collectively "DOD Indicators"). The Production Company may display DOD Indicators in the footage of the production for purposes of depicting costumes, props, and/or scenes. However, nothing in this agreement grants or is intended to grant the Production Company any ownership rights or licenses or other permissions to use any DOD Indicators in any other context. The Production Company will not register or apply to register anywhere in the world a trademark, service mark, certification mark, collective mark, and/or collective membership mark (individually and collectively "trademarks") consisting of or containing in whole or in part any DOD Indicator.

Further, the Production Company will not register any domain names, Facebook user or profile names, Twitter names, or other social media identifiers based on and/or incorporating DOD Indicators without the consent of the appropriate DOD component. If the Production Company wishes to use any DOD Indicators on or in connection with marketing and promotion of the production, product tie-ins, merchandise, souvenirs, or the like, it first must apply for and be granted an appropriate license from the DOD and/or relevant DOD component. Any application by the Production Company seeking a license to use a DOD Indicator will be reviewed by the DOD or appropriate DOD component according to its standard licensing policies, and decisions regarding whether to grant a license and, if so, under what terms, will be made by the DOD or relevant DOD component in accordance with existing licensing policies.

The mere fact that the title of the production is composed in whole or in part of a DOD Indicator does not excuse the Production Company from this paragraph's prohibitions against applying to register and/or obtaining a registration for a trademark consisting of or containing any DOD Indicator, nor does the mere fact that the title of the production is composed in whole or in part of a DOD Indicator excuse the Production Company from this paragraph's prohibitions against using DOD Indicators outside the footage of the production, such as in connection with marketing and promotion of the production, product tie-ins, merchandise, souvenirs, or the like, without first applying for and being granted an appropriate trademark license from the DOD and/or the relevant DOD component.

14. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

15. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not

DoD _____

Production Company _____

exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

16. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

17. This agreement consists of five pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of *Untitled National Security and Climate Change Film*.

FOR THE DEPARTMENT OF DEFENSE

FOR PF PICTURES

Signature and Date

(b)(6)

DoD Documentaries Officer
OASD(PA)
The Pentagon

Signature and Date

Sophie Robinson
Executive Producer
26 Broadway, Suite 107
Brooklyn, NY 11249

DoD_____

Production Company_____

**U.S. DEPARTMENT OF DEFENSE PRODUCTION ASSISTANCE AGREEMENT
DoD-NAUTILUS (Project #DoD-2013-0313-NF-00002)**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Nautilus Productions US, LLC**, hereinafter referred to as the "Production Company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of the feature film presently known as NAUTILUS, hereinafter referred to as the "Film."

**LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF
PRODUCTION [see Attachment 1].**

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist the production. In the event of dispute, the Production Company will be given a written notice of non-compliance by the DoD project officer. The Production Company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, in no event shall the DoD be entitled to rescind, interfere, and/or enjoin Production Company's ownership, use, production, broadcast, exhibition, distribution, marketing, advertising, publicity, promotion or other exploitation of the rights granted to it and/or any material produced hereunder and nothing contained herein shall restrict any of the Production Company's right in and to the photography and sound recordings made hereunder; the Production Company's decisions with respect to these recordings will be final.

It is agreed between DoD and the Production Company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer or his designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of the Film. The DoD project officer is the military technical advisor and all military coordination must be approved and coordinated through him. The Production Company will consult with the DoD project officer in all phases of pre-production, production, and postproduction that involve or depict the U.S. military. In addition to the DoD project officer, the DoD may assign a military subject matter expert (SME) to the production to oversee specific aspects of the Film.
2. The Production Company will cast actors, extras, doubles, and stunt personnel portraying Servicemembers who conform to individual Military Service regulations governing age, height and weight, uniform, grooming, appearance, and conduct standards. DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of these portrayals cannot be resolved in negotiation between the Production Company and DoD within the 72-hour

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DoD

March 27, 2013

Nautilus Productions US, LLC

(b)(6)

Page 1 of 10

cure period; provided, however, in the event of disagreement, the Production Company's decisions shall be final and binding but the DoD may elect to terminate any future DoD assistance to the Production Company in connection with the Film (but nothing contained herein shall restrict any of the Production Company's rights in and to the photography and sound recordings made hereunder). The DoD project officer will provide written guidance specific to each Military Service being portrayed.

3. DoD has approved production assistance as in the best interest of DoD, based on the March 13, 2013 version of the script. The Production Company must obtain, in advance, DoD concurrence for any subsequent changes to the military depictions made to either the picture or the sound portions of the Film, before the Film is exhibited to the public. The Production Company agrees to advise the DoD project officer of these changes, including those that may be made during post-production; provided, however, in the event of disagreement, the Production Company's decisions with respect to such changes, if any, shall be final and binding; provided further, that in the event of a disagreement, the DoD may elect to terminate any future assistance to the Production Company in connection with the Film (but nothing contained herein shall restrict any of the Production Company's rights in and to the photography and sound recordings made hereunder).
4. The operational capability and readiness of the Military Service will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief or sequestration may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.
5. There will be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee will coordinate such standards and compliance therewith. DoD will provide the Production Company advance notice of such safety or conduct standards upon request by the Production Company.
6. All DoD property or facilities damaged, used, or altered by the Production Company in connection with the production will be restored by the Production Company to the same or better condition, normal wear and tear excepted, as when they were made available for the Production Company's use.
7. The Production Company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of the Film. The estimated amount will be detailed and included upon request by the Production Company.
 - a. DoD agrees to provide statements of charges assessed by each installation or DoD component providing assets to assist in the production within 45 days from the last day of the month in which Filming is completed. Reimbursements are to be restored to each specific account from which they are drawn to assist the production.
 - b. The Production Company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred,

Nautilus Productions US, LLC – NAUTILUS – Department of Defense Production Assistance Agreement

such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

- c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within 45 days from the last day of the month in which Filming is completed.
8. The Production Company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD project officer, the DoD Director of Entertainment Media or his or her designee, and any other assigned military technical advisor(s), subject matter expert(s) and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the Production Company will provide:
- a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.
 - b. Round-trip air transportation and ground transfers to screening locations where it is essential that DoD personnel be present, as deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.
 - c. A full-size vehicle (with fuel and with loss, damage, and collision automobile insurance paid for by the production company) for his or her personal use during the filming, including for his or her stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided.
 - d. Hotel accommodations equivalent to those provided to the Production Company's crew.
 - e. A dedicated, on-location trailer room or other comparable work space with full Internet access, desk, seating, and en-suite toilet.
9. By approving DoD production assistance for the Film, DoD hereby provides a general release to the Production Company for the use of any and all photography and sound recordings of any and all Servicemembers, equipment, and real estate, subject to the limitations in paragraph 13 of this agreement.
10. As a condition of DoD assistance, the production company will:
- a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and reasonable outside attorneys' fees) arising from the Production Company's possession or use of DoD property or other assistance in connection with this production of the Film, to include pre-production, post-production, and DoD-provided orientation or training. This provision will not in any event indemnify or hold harmless DoD, its agencies, officers and / or employees from or against any claims arising from defects in DoD property and/or negligence and / or willful misconduct on the part of DoD, its agencies, officers, or employees.
 - b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The Production Company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its

interests in the property involved.

- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of Production Company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials are for the purpose of communicating how DoD is assisting in the filming. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source, which imagery will not be posted on any DoD Media until after the initial theatrical release of the Film. Either at the time DoD has provided production assistance to production company or shortly thereafter, both Production Company and DoD public affairs personnel will work together on making a determination of when will be an appropriate time to make such imagery available on the DoD website or on "The Pentagon Channel" or other publicly-accessible media. Therefore no DoD personnel will photograph actual Filming, talent, or sets without the prior approval of the Production Company.

- 11. The Production Company will provide the DoD project officer with whatever internal communications equipment it is supplying to Production Company crew members to communicate on the set during production of military-themed sequences. The Production Company will also supply the DoD project officer with earphones to monitor military-themed dialogue and other sound recording during these periods.
- 12. The Production Company will screen for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated; to allow DoD to confirm the military sequences conforms to the agreed script, but only to the extent required to allow DoD to confirm that the tone of the military sequences substantially conforms to the scripted sequence agreed upon by DoD; provided, however, in the event of disapproval by the DoD, the Production Company's decisions with respect to such changes, if any, shall be final and binding; provided further, that in the event of a disapproval, the DoD may elect to terminate any future assistance to the Production Company in connection with the Film (but nothing contained herein shall restrict any of the Production Company's rights in and to the photography and sound recordings made hereunder).
- 13. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the Production Company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including,

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March 27, 2013


Nautilus Productions US, LLC

without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

14. The Production Company will also provide the opportunity to the DoD Project Officer and the Director of Entertainment Media in Washington, D.C. to screen the completed production, prior to its public exhibition.
15. Subject to studio approval and restrictions, the Production Company will use its best efforts to place a credit in the end titles, substantially in the form of "Military Equipment and Assistance Courtesy of the United States Department of Defense," acknowledging the military assistance provided, all other aspects at Studio's sole discretion. Such acknowledgment(s) shall be in keeping with industry customs and practices, shall be of the same size and font used for other similar credits in the end titles. Any inadvertent failure to accord such credit will not be a breach of this Agreement.
16. The Production Company will provide DoD with five (5) copies of all promotional and marketing materials (e.g., electronic press kits, one-sheets) for internal information and historical and public purposes in documenting DoD assistance to the production.
17. The Production Company will provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes, following the initial video release of the Film. DoD will not exhibit these DVDs or copy them. DoD is allowed to use short clips from them in official presentations for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose. In the event any talent is depicted in any such clips, DoD understands that it must, at its own expense, obtain all required authorization; clearances, consents, and releases from such talent prior to using such clips in said presentation.
18. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD project officer and assigned official technical advisor(s) and subject matter expert(s), whose activities must be consistent with their authorized additional duties. Military personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service regulations. In such cases, these conditions apply:
 - a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.
 - b. The DoD project officer will ensure that Military personnel will comply with standards of conduct regulations in accepting employment.
 - c. The Production Company is responsible for any disputes with unions governing the hiring of non-union actors or extras.
19. The Production Company may make donations or gifts in-kind to morale, welfare, and recreation programs of the military unit(s) involved; however, donations of this kind are not at all required, and are not in any manner a consideration in the determination of whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD project

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March 27, 2013

Nautilus Productions US, LLC 

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Page 5 of 10

Nautilus Productions US, LLC - NAUTILUS - Department of Defense Production Assistance Agreement

officer.

20. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.
21. This agreement consists of six (6) pages including one (1) Attachment. Each page will be initialed by the undersigned DoD and production company representatives. Production Company shall be the sole owner of any and all rights to the Film, in any and all media, whether now known or hereafter devised, in perpetuity, throughout the universe, including all rights granted herein, which include all rights of every kind in and to the photography and recordings made in and about the DoD Property, DoD materials, and insignia, solely in connection with the Film. Production Company shall have the unfettered right to license, assign, and otherwise transfer any or all rights acquired in this Agreement to any person or entity. DoD will not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography or sound recordings.
22. Pursuant to the terms and conditions of this Agreement, Production Company has the right to enter locations designated by DoD and to photograph, reproduce, replicate, fictionalize, and use the real and personal property, exterior and interior premises (including the name, signs, and identifying features thereof) and to bring personnel and equipment on the DoD designated premises and remove the same.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)
[Redacted Signature/Date]

Signature/Date

(b)(6)
[Redacted Name]

Director, Entertainment Media
The Pentagon, Room 2E966
Washington, D.C. 20301-1400

FOR NAUTILUS PRODUCTIONS US, LLC

 3/29/13

Signature/Date

Ty Warren
Executive Vice President of Production
Legendary Pictures
4000 Warner Blvd, Bldg 76
Burbank, CA 91522

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March 27, 2013

Nautilus Productions US, LLC 

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ATTACHMENT 1

The United States Department of Defense (hereinafter referred to as “DoD” acting on behalf of the United States of America, hereby agrees with Nautilus Productions US, LLC, (hereinafter referred to as “Production Company”) subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a Production Company feature film known as NAUTILUS. This contract is an attachment to the production assistance agreement between the Production Company and the DoD dated 27 March 2013.

U.S. Navy

1. Commander, U.S. Naval Forces, U.S. Third Fleet (3rd Fleet) in San Diego, CA has coordinated with USS Nimitz (CVN 68) to embed a Production Company splinter unit onboard USS Nimitz 9 – 11 April (subject to mission change) for the purpose of filming available flight operations, subject to safety conditions set by the Commanding Officer, USS Nimitz, for day and night flight operations to include jets, helicopters, touch n goes, flyovers, and flight maneuvers. Splinter unit camera crew will load equipment package 01 April at Naval Air Station North Island, Ca., and conduct a production planning strategy meeting with the key players including NAVINFOWEST escort, NAUTILUS small unit director, 3rd Fleet, and USS Nimitz officials. Production will offload the equipment upon ship’s return to NAS NI approx. 18 April. The Production Company, escorted by NAVINFOWEST, will be flown out to the flight deck of the Nimitz while underway, and flown back off upon completion of the shoot.
2. NAVINFOWEST will make reasonable efforts to coordinate with 3rd Fleet, U.S. Naval Air Forces Pacific (AIRPAC) and Naval Region Southwest (responsible for NAS NI) to identify opportunities for additional aircraft carrier footage onboard a pier-side carrier on or about April through June 2013, to accomplish the following scenes with the approval of the commanding officer: sounding general quarters and manning battle-stations drills; simulated battle operations on the bridge, CDC, bridge wings, manning the watch, over the shoulder shots of Sailors looking to sea, sickbay, crew mess and quarters, and hangar bay ops. The Production Company will provide updated one-line shot lists to coordinate between 3rd Fleet, AIRPAC, NAVINFOWEST and Navy Region Southwest. Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
3. NAVINFOWEST will make reasonable efforts to coordinate with Commander Task Force 70 (CTF-70) in Japan to provide escort and embed opportunities onboard the USS George Washington Carrier Strike Group underway to film formation operations at sea (pending ship’s scheduling and regular operations/training/exercise schedule, and approval of ship’s commanding officer) to include ships in formation, flight operations, general quarters, underway air (with the potential for civilian helicopter to document battle- group operations and possibly, subject to safety considerations and higher command approval, allow for a landing and take-off from the flight deck. Any failure by

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March 27, 2013

Nautilus Productions US, LLC

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Nautilus Productions US, LLC – NAUTILUS – Department of Defense Production Assistance Agreement

DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.

4. NAVINFOWEST will make reasonable efforts to coordinate 1.5 day LIDAR and plates filming opportunity for an Independence-class Littoral Combat Ship (LCS) with Commander, U.S. Naval Surface Force, Pacific Fleet (SURFOR), for the purpose of 3d modeling and computer generated graphics development. The ship has been requested to be in "drydock" or very still waters to accomplish the LIDAR effort (date subject to ship's schedule). Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
5. NAVINFOWEST will make reasonable efforts to coordinate with Navy Region Hawaii PAO for access to the museum foundation Battleship USS MISSOURI on or about 10 July for the purpose of filming deck operations as a substitute for USS BAIROKO (1954), filming inside ship's corridor, bridge and bridge wings. Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
6. NAVINFOWEST will make reasonable efforts to coordinate with NAS Lemoore to film sound and/or video for available F/A-18 Hornet fighter jets conducting touch n goes, fly overs, start up; and to scan available stationary jets for CGI recreation (subject to schedules). Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
7. NAVINFOWEST will make reasonable efforts to coordinate with SURFOR for the availability of an Arleigh Burke-class Destroyer for the purpose of scanning and recreation for CGI. Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
8. NAVINFOWEST will make reasonable efforts to coordinate with Navy Region Hawaii PAO for the development of a homecoming scene involving Navy and Air Force assets on Joint Base Hickam and Pearl Harbor (preferred aircraft on ground C-17) and other aircraft as background. Event will include Air Force or Navy Band, extras simulating families, Soldiers/Airman/Sailors (actors in uniform) returning from deployment, and hangar bay/runway to re-enact arrival on or about 30 June/01 July. Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
9. NAVINFOWEST will make reasonable efforts to coordinate with Navy Region Hawaii PAO to try and locate an H-19 or similar 1954-era helicopter to help re-enact the Bikini Atoll Sequence during the period 07 – 09 July (subject to availability of aircraft and access during filming schedule). Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
10. NAVINFOWEST will make reasonable efforts to coordinate with Commander, U.S. Naval Forces, US Seventh Fleet PAO, Navy Region Hawaii and appropriate Destroyer/Cruiser squadrons in Pearl Harbor for an opportunity to film an enacted burial

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March 27, 2013

Nautilus Productions US, LLC

(b)(6)
Page 8 of 10

Nautilus Productions US, LLC – NAUTILUS – Department of Defense Production Assistance Agreement

at sea ceremony (pending ship schedules unless another local opportunity with actors becomes available). Supplemental scheduling could occur with 3rd Fleet and Navy Region Southwest units (actual or simulated). Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.

11. NAVINFOWEST will make reasonable efforts to coordinate opportunities to simulate Navy personnel, aircraft, ship scenes on stages, dialog, uniformed actors and appropriate good order and discipline during key events throughout the film to ensure the Navy's interests are best represented by the Production Company. Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.

It is understood that all flight operations and flight plans must be reviewed with 3rd Fleet, AIRPAC, SURFOR, Seventh Fleet, and Commander Task Force 70 as well as the Commanding Officers of the individual units prior to execution. If ships schedules restrict the ability to accomplish the Production's Company's goals in the timeframe allotted, NAVINFOWEST will make best efforts to further accommodate appropriate shooting opportunities with Commander, Fleet Forces Command and Atlantic Fleet Air and Surface units as available.

U.S. Air Force

1. Pending availability, the USAF PA will make reasonable efforts to provide one (1) Pave Hawk helicopter for CGI recreation to photograph/scan and to film take offs at Nellis AFB (or similar base in California/Nevada area), pending flight plan approval and subject to budget estimate per flight hour. Filming is requested to occur May 13-14, 2013. Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
2. Pending availability, the USAF PA will make reasonable efforts to provide for filming/photographing of a C-17 to be used for depicting troops offloading from a deployment at Joint Base Pearl Harbor-Hickam. Filming is requested to occur at Joint Base Pearl Harbor-Hickam June 28-30, 2013. Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
3. The USAF PA will provide a liaison and subject matter expert to observe the Para-jumper rescue scene following the scripted train wreck on location in Vancouver, BC in April 03.
4. Pending availability, the USAF PA will make reasonable efforts to provide for a static C-17 at Joint Base Pearl Harbor-Hickam to allow for filming of two configurations – inside and outside-- to show passenger-seats configuration and a Halo jump setting as well as use of exterior green screen to simulate HALO jump. Use of the C-17 will not exceed 3-continuous days to include rigging, filming and wrap (tear down-removal of all equipment). Production company acknowledges that it is responsible for all associated costs, including but not limited to, lighting, cooling, moving and military personnel required to configure the aircraft to its requested specifications. Requested rigging,

(b)(6)
DoD
(b)(6)
Page 9 of 10

March 27, 2013

Nautilus Productions US, LLC

filming and wrap should occur during 28 June-July 1, 2013 in conjunction with para 2 above. Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.

U.S. Army

1. The U.S. Army will make reasonable efforts to provide an Apache (AH-64), a BlackHawk (UH-60), a variant of the High Mobility Multipurpose Wheeled Vehicle (HMMWV), a variant of the Family of Medium Tactical Vehicles (FMTV) and a variant of the Stryker Light Armored Vehicle for the purpose of LIDAR 3d modeling and Computer Generated Imagery (GI) at a time during the Production Company's filming schedule that does not impede on U.S. Army active missions. Any failure to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
2. The U.S. Army will make reasonable efforts to provide three (3) High Mobility Multipurpose Wheeled Vehicles (HMMWVs), two (2) troop transport trucks, approximately thirty (30) Army personnel (as extras), and one (1) Black Hawk helicopter in flight; (pending flight plan approval and subject to budget estimate per flight hour if training mission unavailable) for purpose of filming rescue/humanitarian/FEMA-type scene in Waikiki, Hawaii on or about 13 JULY 2013. Any failure to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
3. The U.S. Army will make reasonable efforts to provide subject matter experts as necessary to assist the DoD project officer for filming of scenes depicting the U.S. Army. Any failure to provide for items in this aforementioned paragraph will not be a breach of this Agreement.

This Attachment includes four (4) pages.

FOR THE DEPARTMENT OF DEFENSE

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Signature/Date

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Director, Entertainment Media
The Pentagon, Room 2E966
Washington, D.C. 20301-1400

FOR NAUTILUS PRODUCTIONS US, LLC

Signature/Date 3/29/13

Ty Warren
Executive Vice President of Production
Legendary Pictures
4000 Warner Blvd, Bldg 76
Burbank, CA 91522

(b)(6)
DoD
(b)(6)
Page 10 of 10

March 27, 2013

Nautilus Productions US, LLC

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U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20170516-NT-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Wargaming Group LTD**, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as **Naval Legends- US Naval Aviation**.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. **With Navy escort and local command approval, permission to film agreed locations and interviews, in support of a segment discussing the history of US naval aviation highlighting an exhibit in the National Naval Aviation Museum at Pensacola, FL**
2. **Aircraft outlined in Attachment 1.**
3. **Interview questions outlined in Attachment 2.**

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the **April 6, 2017** version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired. Do (b)(6)



Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of **Naval Legends- US Naval Aviation**. The estimated amount shall be detailed and included (e.g., "see Attachment 2," etc.). The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099. For each of these individuals, the production company shall provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.

b. Hotel accommodations equivalent to those provided to the production company's crew.

8. By approving DoD production assistance for **Naval Legends- US Naval Aviation**, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any

DoD (b)(6)



claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of **Naval Legends- US Naval Aviation**. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or other DoD-authorized publicly accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "Re-enactment" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than three (3) seconds and reappearing every subsequent ten (10) seconds for a period of three (3) seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story

DoD (b)(6)



or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of **seven (7)** pages including **two (2)** attachments. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of.

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FOR THE DEPARTMENT OF DEFENSE

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Signature and Date

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301



FOR WARGAMING GROUP LTD

WARGAMING
GROUP LIMITED

Signature and Date

Evangelos Georgiou
Managing Director
105 Agion Omologiton Avenue
1080 Nicosia, Cyprus

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Production Company



ATTACHMENT 1

1. DoD project officer or his designee to provide escorted access to National Naval Aviation Museum, Pensacola, FL. Filming still photography and pre-approved on-camera interviews conducted by the production company are authorized to capture those events approved by NAVINFOWEST and NHHC.
2. Tentative list of aircraft to be filmed:
 - BFC-2 Goshawk
 - F4B-4
 - F6C Hawk
 - F7C
 - FF1
 - VE-7 Bluebird
 - F4F-3 Wildcat, F4F-3 Wildcat (Sunken Treasures)
 - F6F-5 Hellcat
 - F7F Tigercat
 - L-8 Ghost Ship, ZPG-2 Snowbird, K-48
 - SB2U Vindicator
 - SBD Dauntless BuNo 2106
 - SB2C Helldiver
 - FG-1D Corsair
 - F8F Bearcat
 - F2H-4 Banshee
 - F3D Skyknight
 - F3H Demon
 - F6U Pirate
 - F9F-6 Cougar
 - FH-1 Phantom
 - FJ-2 Fury
 - FJ-4 Fury
 - F4D Skyray
 - A6M2 Zero
 - N1K2 Shiden-Kai (George)

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Production Company 

ATTACHMENT 2

1. List of approved on-camera interview questions in reference to aircraft listed in Attachment 1:

- When was this type of plane developed and mass-produced?
- What are the design features of this plane?
- Why was this plane used by Navy (Army)?
- What feedback did pilots give about this plane?
- In which combat did this plane participate?
- If this plane was CV based, from which CVs did it operate on?
- What are some performance characteristics of the plane?
- Did this plane achieve any record (even unofficial)?
- What are some positive and negative sides did this plane has in comparison with enemy planes of the same type
- Which requirements Navy board has for planes? Was it possible for the Navy to reduce/cut some requirements if a new plane has outstanding characteristics?

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**U.S. DEPARTMENT OF DEFENSE
PRODUCTION ASSISTANCE AGREEMENT
DoD - NCIS: Episode #310 "Love Boat"
DoD-2016-0809-NT-0002**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby expresses its intent, subject to the provisions herein, to provide to "CBS Television Studios, a division of CBS Studios Inc.," hereinafter referred to as the "production company," the assistance itemized in this Production Assistance Agreement (Agreement) in conjunction with the production of a television series known at this time as "NCIS." This Agreement expresses the terms under which DoD intends to provide assistance. This Agreement does not authorize the obligation of any United States funding, nor should it be construed as a contract, grant, cooperative agreement, other transaction, or any other form of procurement agreement.

LIST OF MILITARY RESOURCES REQUESTED TO BE PROVIDED IN SUPPORT OF PRODUCTION:

1. Provide "CBS Television Studios, a division of CBS Studios Inc." access to Naval Base Ventura County (Port Hueneme) on or about August 17-18, 2016 for the purpose of preparing areas for picture on and in the vicinity of the Self Defense Test Ship (SDTS). Preparation to include rigging lights, pre-staging set dressing, production vehicles, production staff POV and production support equipment. SDTS support crew will be on-site during the agreed upon time window to support as needed, to include movement of equipment via ship crane.
2. Provide "CBS Television Studios, a division of CBS Studios Inc." access to the Naval Base Ventura County (Port Hueneme) and the SDTS on 19 August 2016 for purposes of filming. SDTS support crew will be on-site during the agreed upon time window to support as needed.
3. Provide "CBS Television Studios, a division of CBS Studios Inc." access to the Naval Base Ventura County (Port Hueneme) and the SDTS on 22 August 2016 for purposes of removing all production equipment. SDTS support crew will be on-site during the agreed upon time window to support as needed, to include movement of equipment via ship crane.
4. NBVC PAO will designate approximately 25 Sailors (Male/Female) to support production as background extras. Sailors volunteering must be on Chain of Command approved leave status and be within Navy PFA standards. The Production Company agrees to provide compensation for all participants at the higher industry rate for extras.
5. The Production Company agrees to reimburse the DoD for any additional costs incurred as a direct result of supporting production, to include augmenting base security forces as

DoD (b)(6)

well as any additional government/civilian contractor SDTS support crew. Based on the Government Stabilized Billing hourly rate of \$132.00 and the contractor hourly billing rate of \$57.00, the anticipated cost for the nine SDTS contractor support crew required to support production is roughly \$7,000. This cost will be determined by the number of hours contractors are required to be on-site and will be notated in the invoice following completion of production.

The DoD will make reasonable efforts to provide the assistance requested in the request for production assistance, to the extent approved by DoD, and subject to the limitations contained herein.

This Agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD project officer. The production company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. If such Agreement is either suspended or terminated, the sole right of the Production Company to appeal such decision is to the DoD designee responsible for coordinating production assistance for entertainment media operations ("DoD Director of Entertainment Media"). The requirements in Department of Defense Instruction 5410.16 shall apply to this Agreement.

It is understood between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this Agreement are met. The DoD project officer or his or her designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of "NCIS." The DoD project officer is the military technical advisor, and all military coordination must go through him or her. The production company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involves or depicts the U.S. military.

2. The production company will cast actors, extras, doubles, and stunt personnel portraying Service members who conform to individual Military Service regulations governing age, height and weight, uniform, grooming, appearance, and conduct standards. DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of these portrayals cannot be resolved in negotiation between the production company and DoD within the 72-hour cure period. The DoD project officer will provide written guidance specific to each Military Service being portrayed.

3. DoD has approved production assistance as in the best interest of DoD, based on based on the 05 August 2016 version of the script to the extent agreed upon by DoD. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the

DoD (b)(6)

military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

4. The operational capability and readiness of the Military Components will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

5. There will be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee will coordinate such standards and compliance therewith. DoD will provide the production company advance notice of such safety or conduct standards upon request.

6. All DoD property or facilities damaged, used, or altered by the production company in connection with the production will be restored by the production company to the same or better condition, cleaned and free of trash, normal wear and tear excepted, as when they were made available for the production company's use.

7. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of "NCIS." The estimated amount will be detailed and included in a PAA Addendum or official correspondence leading up to production support. Unless otherwise agreed upon, the production company agrees to post advance payment or a letter of credit in the amount estimated to comprise the total additional DoD expenses or deposit such funds that may be reasonably necessary. The payment or letter of credit will be submitted to the military component(s) designated to provide the assistance, or to another DoD agency, as deemed appropriate by DoD.

a. DoD agrees to provide statements of charges assessed by each installation or DoD component providing assets to assist in the production within 45 days from the last day of the month in which filming is completed.

b. The production company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, including, but not limited to fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within 45 days from the last day of the month in which filming is completed.

8. The production company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD project officer, the DoD Director of Entertainment Media or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be

DoD (b)(6)

required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099.

For each of these individuals, the production company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.

b. A full-size vehicle (with fuel and with loss, damage, and collision automobile insurance paid for by the production company) for his or her personal use during the filming, including for his or her stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided.

c. Hotel accommodations equivalent to those provided to the production company's crew.

d. A dedicated, on-location trailer room or other comparable work space with full Internet access, desk, seating, and ensuite toilet.

9. By approving DoD production assistance for "NCIS," DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in this Agreement (e.g. Paragraphs 12-13).


10. As a condition of DoD assistance, the production company will:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of "NCIS," to include pre-production, post-production, and DoD-provided orientation or training. This provision will not in any event require production company to indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property or negligence on the part of DoD, its agencies, officers, or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

DoD (b)(6)



d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials may be used to show DoD viewers how DoD is assisting in the production; such materials may be viewed by the general public if posted on an open DoD web site or other publicly-accessible media source. Therefore, no DoD personnel will photograph actual filming, talent, or sets without the prior approval of the production company.

11. The production company will provide the DoD project officer with whatever internal communications equipment it is supplying to production company crew members to communicate on the set during production of military-themed sequences. The production company will also supply the DoD project officer with earphones to monitor military-themed dialogue and other sound recording during these periods.

12. The production company will screen for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated to allow DoD to confirm the military sequences conforms to the agreed script treatment, or narrative description; to preclude release or disclosure of sensitive, security-related, or classified information; and to ensure that the privacy of DoD personnel is not violated. Should DoD determine that material in the production compromises any of the preceding concerns, DoD will alert the production company of the material, and the production company will remove the material from the production. The production company will bear the travel, lodging, per diem, and incidental expenses incurred in transporting the DoD project officer and the DoD Director of Entertainment Media, or their designees, to the location where the screening is held.

13. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

14. The production company will also provide an official DoD screening of the completed production in Washington, D.C., prior to public exhibition. An alternative screening location may be authorized by DoD, in negotiation with the production company. In this case, the production company will pay the travel and lodging expenses incidental to the attendance at the screening of the DoD project officer and the Director of Entertainment Media or their designees.

DoD (b)(6)

15. The production company will place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) will be in keeping with industry customs and practices, and will be of the same size and font used for other similar credits in the end titles.

16. The production company will provide DoD with five copies of all promotional and marketing materials (e.g., electronic press kits, one-sheets, and television advertisements) for internal information and historical purposes in documenting DoD assistance to the production.

17. The production company will provide a minimum of ten digital videodisc (DVD) copies of the completed production to DoD for internal briefings and for historical purposes, by overnight shipment to arrive the day following the first domestic airing or commercial distribution of the production. DoD will not exhibit these DVDs publicly or copy them; however, DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance, for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose.

18. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD project officer and assigned official technical advisor(s), whose activities must be consistent with their authorized additional duties. DoD personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service or Department regulations. In such cases, these conditions apply:

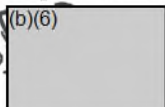
a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.

b. The DoD project officer will ensure that DoD personnel will comply with standards of conduct regulations in accepting employment.

c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

19. The production company may make donations or gifts in-kind to morale, welfare, and recreation programs of the military unit(s) involved; however, donations of this kind are not at all required, and are not in any manner a consideration in the determination of whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD project officer and must comply with law and DoD policies.

20. The undersigned parties warrant that they have the authority to enter into this Agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

DoD  (b)(6)

21. This Agreement consists of seven pages. Each page will be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

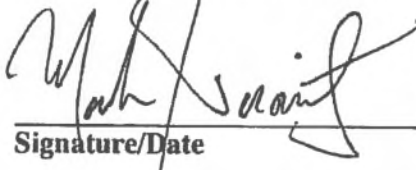
(b)(6)

Signature/Date

(b)(6)

Director, Entertainment Media
The Pentagon, Room 2E966
Washington, D.C. 20301-1400

FOR "CBS TELEVISION STUDIOS, A
DIVISION OF CBS STUDIOS INC."

 8-15-16

Signature/Date

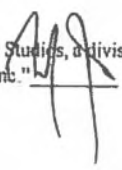
Mark Horowitz
NCIS Series
Valencia Studio West
28343 Avenue Crocker #1
Valencia, CA 91355

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DoD:

Page 7 of 7

Aug. 15, 2016

"CBS Television Studios, a division of
CBS Studios Inc." 

U.S. DEPARTMENT OF DEFENSE PRODUCTION ASSISTANCE AGREEMENT

DoD - NCIS: Episode #259 “Twenty Klicks”

(Project #DoD-2014-0718-NT-00001)

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Belisarius Productions**, hereinafter referred to as the “Production Company,” subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of the television series presently known as NCIS, hereinafter referred to as the “TV series.”

LIST MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION
(Attachment 1).

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist the production. In the event of dispute, the Production Company will be given a written notice of non-compliance by the DoD project officer. The Production Company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, in no event shall the DoD be entitled to rescind, interfere, and/or enjoin Production Company’s ownership, use, production, broadcast, exhibition, distribution, marketing, advertising, publicity, promotion or other exploitation of the rights granted to it and/or any material produced hereunder and nothing contained herein shall restrict any of the Production Company’s right in and to the photography and sound recordings made hereunder; the Production Company’s decisions with respect to these recordings will be final.

It is agreed between DoD and the Production Company that:

1. The DoD project officer, (b)(6), is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer or his designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of the TV series. The DoD project officer is the military technical advisor and all military coordination must be approved and coordinated through him. The Production Company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involve or depict the U.S. military. In addition to the DoD project officer, the DoD may assign a military subject matter expert (SME) to the production to oversee specific aspects of the TV series. The DoD project officer will consult with NCIS HQ Public Affairs representatives on content, storylines, core values for agent depictions, and appropriate cases/re-enactments. NCIS HQ PA will review scripts and outlines in a timely manner and advise NAVINFOWEST any issues, concerns or suggested revisions to content. DoD representatives are not compensated by production for their time. However, all travel expenses incurred are the express responsibility of production.

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DoD
Page 1 of 8

July 18, 2014

Belisarius Productions



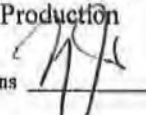
2. Any and all Marine Corps assistance and/or participation will be coordinated with the Marine Corps Motion Picture and Television Liaison Office in Los Angeles and will be detailed in separate addendums to this PAA. A representative of the Marine Corps Motion Picture and Television Liaison Office will be on-site at the production company's expense for any filming on Marine Corps property and/or with Marine Corps personnel.
3. The Production Company will cast actors, extras, doubles, and stunt personnel portraying Servicemembers who conform to individual Military Service regulations governing age, height and weight, uniform, grooming, appearance, and conduct standards. DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of these portrayals cannot be resolved in negotiation between the Production Company and DoD within the 72-hour cure period; provided, however, in the event of disagreement, the Production Company's decisions shall be final and binding but the DoD may elect to terminate any future DoD assistance to the Production Company in connection with the TV series (but nothing contained herein shall restrict any of the Production Company's rights in and to the photography and sound recordings made hereunder). The DoD project officer will provide written guidance specific to each Military Service being portrayed.
4. DoD has approved production assistance as in the best interest of DoD, based on a review by NAVINFOWEST, NCIS HQ PA and OSD of each episode. The Production Company must obtain, in advance, DoD concurrence for any subsequent changes to the military depictions made to either the picture or the sound portions of the TV series, before the TV series is exhibited to the public. The Production Company agrees to advise the DoD project officer of these changes, including those that may be made during post- production; provided, however, in the event of disagreement, the Production Company's decisions with respect to such changes, if any, shall be final and binding; provided further, that in the event of a disagreement, the DoD may elect to terminate any future assistance to the Production Company in connection with the TV series (but nothing contained herein shall restrict any of the Production Company's rights in and to the photography and sound recordings made hereunder).
5. The operational capability and readiness of the Military Service will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief or sequestration may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.
6. There will be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee will coordinate such standards and compliance therewith. DoD will provide the Production Company advance notice of such safety or conduct standards upon request by the Production Company.
7. All DoD property or facilities damaged, used, or altered by the Production Company in connection with the production will be restored by the Production Company to the same or better condition, normal wear and tear excepted, as when they were made available for the Production

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DoD
Page 2 of 8

July 18, 2014

Belisarius Productions



8. The Production Company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of the TV series. The estimated amount will be detailed and included upon request by the Production Company.
 - a. DoD agrees to provide statements of charges assessed by each installation or DoD component providing assets to assist in the production within 45 days from the last day of the month in which TV series is completed. Reimbursements are to be restored to each specific account from which they are drawn to assist the production.
 - b. The Production Company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.
 - c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within 45 days from the last day of the month in which TV series is completed.

9. The Production Company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD project officer, the DoD Director of Entertainment Media or his or her designee, and any other assigned military technical advisor(s), subject matter expert(s) and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the Production Company will provide:
 - a. Round trip travel and transportation to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.
 - b. Round trip travel and transportation to screening locations where it is essential that DoD personnel be present, as deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.
 - c. A full-size vehicle (with fuel and with loss, damage, and collision automobile insurance paid for by the production company) for his or her personal use during the TV series filming, including for his or her stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided. Note: Personnel may opt to use private owned conveyance and submit reimbursement claim for mileage/fuel.
 - d. Hotel accommodations equivalent to those provided to the Production Company's crew.
 - e. A dedicated, on-location trailer room or other comparable work space with full Internet access, desk, seating, and en-suite toilet.



10. By approving DoD production assistance for the TV series, DoD hereby provides a general release to the Production Company for the use of any and all photography and sound recordings of any and all Servicemembers, equipment, and real estate, subject to the limitations in paragraph 13 of this agreement.

11. As a condition of DoD assistance, the production company will:

- a. Indemnify and hold harmless DoD, its agencies, officers, and employees against and claims (including claims for personal injury and death, damage to property, and reasonable outside attorneys’ fees) arising from the Production Company’s possession or use of DoD property or other assistance in connection with this production of the TV series, to include pre-production, post-production, and DoD-provided orientation or training. This provision will not in any event indemnify or hold harmless DoD, its agencies, officers and / or employees from or against any claims arising from defects in DoD property and/or negligence and / or willful misconduct on the part of DoD, its agencies, officers or employees.
- b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The Production Company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.
- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the TV series, and to allow DoD the use of Production Company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials are for the purpose of communicating how DoD is assisting in the TV series. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on “The Pentagon Channel” or other publicly- accessible media source, which imagery will not be posted on any DoD Media until after the initial theatrical release of the TV series. Either at the time DoD has provided production assistance to production company or shortly thereafter, both Production Company and DoD public affairs personnel will work together on making a determination of when



will be an appropriate time to make such imagery available on the DoD website or on “The Pentagon Channel” or other publicly-accessible media. Therefore no DoD personnel will photograph actual TV series, talent, or sets without the prior approval of the Production Company.

12. The Production Company will provide the DoD project officer with whatever internal communications equipment it is supplying to Production Company crew members to communicate on the set during production of military-themed sequences. The Production Company will also supply the DoD project officer with earphones to monitor military-themed dialogue and other sound recording during these periods.
13. The Production Company will screen for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated; to allow DoD to confirm the military sequences conforms to the agreed script, but only to the extent required to allow DoD to confirm that the tone of the military sequences substantially conforms to the scripted sequence agreed upon by DoD; provided, however, in the event of disapproval by the DoD, the Production Company’s decisions with respect to such changes, if any, shall be final and binding; provided further, that in the event of a disapproval, the DoD may elect to terminate any future assistance to the Production Company in connection with the TV series (but nothing contained herein shall restrict any of the Production Company’s rights in and to the photography and sound recordings made hereunder).
14. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the Production Company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.
15. The Production Company will also provide the opportunity to the DoD Project Officer and the Director of Entertainment Media in Washington, D.C. to screen the completed production, prior to its public exhibition.
16. Subject to studio approval and restrictions, the Production Company will use its best efforts to place a credit in the end titles, substantially in the form of “Military Equipment and Assistance Courtesy of the United States Department of Defense,” acknowledging the military assistance provided, all other aspects at Studio’s sole discretion. Such acknowledgment(s) shall be in keeping with industry customs and practices, shall be of the same size and font used for other similar credits in the end titles. Any inadvertent failure to accord such credit will not be a breach of this Agreement.
17. The Production Company will provide DoD with five (5) copies of all promotional and marketing materials (e.g., electronic press kits, one-sheets) for internal information and historical and public purposes in documenting DoD assistance to the production.



18. The Production Company will provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes, following the initial video release of the TV series. DoD will not exhibit these DVDs or copy them. DoD is allowed to use short clips from them in official presentations for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose. In the event any talent is depicted in any such clips, DoD understands that it must, at its own expense, obtain all required authorization; clearances, consents, and releases from such talent prior to using such clips in said presentation.
19. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD project officer and assigned official technical advisor(s) and subject matter expert(s), whose activities must be consistent with their authorized additional duties. Military personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service regulations. In such cases, these conditions apply:
- a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.
 - b. The DoD project officer will ensure that Military personnel will comply with standards of conduct regulations in accepting employment.
 - c. The Production Company is responsible for any disputes with unions governing the hiring of non-union actors or extras.
20. The Production Company may make donations or gifts in-kind to morale, welfare, and recreation programs of the military unit(s) involved; however, donations of this kind are not at all required, and are not in any manner a consideration in the determination of whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD project officer.
21. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.
22. This agreement consists of eight (8) pages which includes one (1) attachment. Each page will be initialed by the undersigned DoD and production company representatives. Production Company shall be the sole owner of any and all rights to the TV series, in any and all media, whether now known or hereafter devised, in perpetuity, throughout the universe, including all rights granted herein, which include all rights of every kind in and to the photography and recordings made in and about the DoD Property, DoD materials, and insignia, solely in connection with the TV series. Production Company shall have the unfettered right to license, assign, and otherwise transfer any or all rights acquired in this Agreement to any person or entity. DoD will not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said ph(b)(6) sound recordings.

23. Pursuant to the terms and conditions of this Agreement, Production Company has the right to enter locations designated by DoD and to photograph, reproduce, replicate, fictionalize, and use the real and personal property, exterior and interior premises (including the name, signs, and identifying features thereof) and to bring personnel and equipment on the DoD designated premises and remove the same.
24. DoD and Military Service seals are protected by law from unauthorized use, but these seals and or various emblematic devices may be used in this production for technical accuracy. Whether such use is appropriate will be determined by the Office of the Assistant Secretary of Defense for Public Affairs, in consultation with the Military Services. This agreement in no way grants the Production Company any ownership rights or licenses or other permissions to use any DoD seals, emblems, or other identifying indicators for any purpose other than in this production.
25. All U.S. DoD uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use still and motion photography and sound recordings of U.S. Department of Defense uniformed and civilian personnel, obtained during the course of this production, and through DoD archival sources. However, none of these materials will be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the Production Company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.
26. The Production Company will place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Director, Entertainment Media
The Pentagon, Room 2E966
Washington, D.C. 20301-1400

Do
Page 7 of 8

FOR BELISARIUS PRODUCTIONS


7/21/2014
Signature/Date

Mark Horowitz
NCIS Series
Valencia Studio West
28343 Avenue Crocker #1
Valencia, CA 91355

July 18, 2014

Belisarius Productions 

ATTACHMENT 1

The United States Department of Defense (hereinafter referred to as “DoD” acting on behalf of the United States of America, hereby agrees with Belisarius Productions, (hereinafter referred to as “Production Company”) subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a Production Company feature TV series known as “NCIS.” This contract is an attachment to the production assistance agreement between the Production Company and the DoD dated 18 July 2014.

U.S. Navy

1. Provide 1 x U.S. Navy Pilot (H-60 rated) to act as on set Subject Matter Expert (SME) and Technical Advisor. The SME under the direction of the DoD Project Officer shall provide direction on scenes depicting MH-60 flight crew conducting flight operations (simulated), shore-to-ship PAX transfer, SAM missile evasive maneuvers IAW NWP/MTTPs, and emergency distress calls IAW NATOPS/ACP procedure.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

(b)(6)

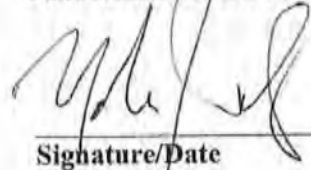
Signature/Date

(b)(6)

(b)(6)

Director, Entertainment Media
The Pentagon, Room 2E966
Washington, D.C. 20301-1400

FOR BELISARIUS PRODUCTIONS



Signature/Date

28 July 2014

Mark Horowitz
NCIS Series
Valencia Studio West
28343 Avenue Crocker #1
Valencia, CA 91355

(b)(6)

July 18, 2014

Belisarius Productions



ADDENDUM 6

VFA-204 PRODUCTION SUPPORT FOR
NCIS: NEW ORLEANS

The United States Department of Defense (hereinafter referred to as “DoD” acting on behalf of the United States of America, hereby agrees with **Danni Productions, LLC**, (hereinafter referred to as “Production Company”) subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a Production Company feature documentary TV series known as “**NCIS: New Orleans.**” This contract is an attachment to the Production Assistance Agreement between the Production Company and the DoD dated September 9, 2014.

U.S. Navy

1. Access to Naval Air Station Joint Regional Base New Orleans (NAS JRB NOLA) for preparation, duration of filming and load-out, beginning on or about August 27, 2015.
2. Utilize the area authorized by NAS JRB NOLA for base camp and crew parking, so long as use does not interfere with base operations, for preparation, duration of filming and load-out, beginning on or about August 27, 2015. Useable areas will be designated by base CO, base security and base PAO.
3. Access NAS JRB NOLA airfield to include taxi way and ramp for filming VFA-204 air demo on or about August 27, 2015. All airfield movement and production will adhere to safety and security guidelines set forth by NAS JRB NOLA Commanding Officer, Air Field Manager, Operations Officer and Security Officer. The Production Company will have all gear removed from runway and ramp following completion of filming.
4. Commanding Officer, Strike Fighter Squadron Two Zero Four (VFA-204) in coordination with Commander Naval Air Forces Reserve (CNAFR) and Commander Tactical Support Wing (CTSW) with the approval from CO NAS JRB NOLA conduct F/A-18 low-level air demo. Date/Time to be provided by VFA-204 OPS based on aircraft availability.
5. Commanding Officer, VFA-204 in coordination with CTSW and approval from CNAFR FAA conduct approximately 5 passes with 2xF-18 aircraft simulating a military convoy CAS approach (~1000-2500ft AGL) IVO Crescent City Connection Bridge NOLA on date to be determined by flight clearance and VFA-204 OPS. One additional aviator or squadron rep equipped with PRC-radio (or equivalent) requested at Crescent City Connection Bridge base camp with the film crew IOT maintain comms between film and flight crew.

NOTE: Danni Productions is fully aware that the DoD will not be held responsible for lack of production support due to aircraft unavailability due maintenance, weather restrictions, FAA airspace restrictions or squadron operational tasking by higher authority.

Danni Productions, LLC, NCIS: New Orleans
Department of Defense Production Assistance Agreement Addendum

FOR THE DEPARTMENT OF DEFENSE

FOR DANNI PRODUCTIONS, LLC.

Signature and Date

(b)(6)

Director, Entertainment Media
The Pentagon
Room 2E966
Washington, DC 20301-1400

Signature and Date

Joseph Zolfo
Producer
NCIS: New Orleans
2000 Avenue of the Stars
Los Angeles, CA 90067

Name of DoD Project Officer:

(b)(6)

Navy Office of Information, West
10880 Wilshire Blvd., Suite 1220
Los Angeles CA 90024

ADDENDUM FOR EPISODE 203

ATTACHMENT 2

The United States Department of Defense (hereinafter referred to as “DoD” acting on behalf of the United States of America, hereby agrees with **Danni Productions, LLC**, (hereinafter referred to as “Production Company”) subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a Production Company feature documentary TV series known as “**NCIS: New Orleans.**” This contract is an attachment to the production assistance Agreement between the Production Company and the DoD dated August 29, 2014.

U.S. Navy

1. Access to Naval Air Station Joint Regional Base New Orleans (NAS JRB NOLA) for preparation, duration of filming and load-out, beginning on or about August 4, 2015 through August 7, 2015.
2. Utilize the area authorized by NAS JRB NOLA for base camp and crew parking, so long as use does not interfere with base operations, for preparation, duration of filming and load-out, beginning on or about August 4, 2015 through August 7, 2015. Useable areas will be designated by base CO, base security and base PAO.
3. Film interiors at VFA-204 hangar to include available aircraft and attached personnel, on or about August 5, 2015. Production must have all gear removed from the VFA-204 hangar no later than close of business August 7, 2015.
4. Film at VR-54 hangar to include available aircraft and attached personnel, on or about August 5. Production must have all gear removed from the VR-54 hangar no later than close of business August 7, 2015.
4. Access NAS JRB NOLA 6,000 foot runway and ramp for filming on or about August 5, 2015. All operations must adhere to safety and security guidelines set forth by NAS JRB NOLA operations officer, security officer and Commanding Officer, NAS JRB NOLA. Production must have all gear removed from runway and ramp following completion of filming August 5, 2015.
5. Access NAS JRB NOLA Flight Line (one-hundred feet from control tower) to include available static aircraft, for preparation, duration of filming and load-out, beginning on or about August 4, 2015 through August 7, 2015. All operations must adhere to safety and security guidelines set forth by NAS JRB NOLA operations officer, security officer and Commanding Officer, NAS JRB NOLA. Production must have all gear removed from the Flight Line no later than close of business August 7, 2015.
6. With the approval of Commander, NAS JRB NOLA, access for two Boeing PT-17 Stearman aircraft provided by Blackhawk Flight Foundation, Inc. to land at NAS JRB NOLA on August 5, 2015, remain on base for filming and depart August 6, 2015. All operations must adhere to safety and security guidelines set forth by NAS JRB NOLA operations officer, security officer and Commanding Officer, NAS JRB NOLA.

Danni Productions, LLC, NCIS:New Orleans
Department of Defense Production Assistance Agreement Addendum

7. Access NAS JRB NOLA taxiway for duration of filming on or about August 6. All operations must adhere to safety and security guidelines set forth by NAS JRB NOLA operations officer, security officer and Commanding Officer, NAS JRB NOLA. Production must have all gear removed from taxiway following completion of filming August 6, 2015.
8. Access NAS JRB NOLA old operation building for preparation, duration of filming and load-out, beginning on or about August 4, 2015 through August 7, 2015. Production must have all gear removed from operations building no later than close of business August 7, 2015.

FOR THE DEPARTMENT OF DEFENSE

FOR DANNI PRODUCTIONS, LLC.

Signature and Date

Signature and Date

(b)(6)
Director, Entertainment Media
The Pentagon
Room 2E966
Washington, DC 20301-1400

Joseph Zolfo
Producer
NCIS: New Orleans
2000 Avenue of the Stars
Los Angeles, CA 90067

Name of DoD project officer:

(b)(6)
Navy Office of Information, West
10880 Wilshire Blvd., Suite 1220
Los Angeles CA 90024
951-295-9843

Danni Productions, LLC, NCIS: New Orleans
Department of Defense Production Assistance Addendum

ADDENDUM FOR B-ROLL
NAVAL AIR STATION JOINT RESERVE BASE NEW ORLEANS

ADDENDUM 1

The United States Department of Defense (hereinafter referred to as "DoD" acting on behalf of the United States of America, hereby agrees with **Danni Productions, LLC**, (hereinafter referred to as "Production Company") subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a the television series presently known as "NCIS: New Orleans: Season One." This contract is an addendum to the Production Assistance Agreement between the Production Company and the DoD dated August 29, 2014.

U.S.Navy

1. With approval from JRB NOLA Commanding Officer, authorize Danni Productions access to Naval Air Station Joint Reserve Base New Orleans (NAS JRB NOLA) for the purpose of filming establishing "B-roll" shots on or about November 18 through November 20, 2014.
2. Provide Danni Productions escorted access by the DoD Project Officer (b)(6) (b)(6) and designated JRB NOLA representative(s).
3. Authorize base access for production personnel, production vehicles, and use of production equipment with the intended purpose of filming B-roll of JRB NOLA to include exterior of buildings, roadways, airfield tarmac, and flight/ground operations.

NOTE: Filming of United States Marine Corps (USMC), buildings, personnel, aircraft or equipment is not covered by this addendum and therefore not authorized. Requests for USMC filming opportunities will be coordinated directly with the USMC Film Liaison Office.

Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Addendum.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

Director, Entertainment Media
The Pentagon Room 2E966
Washington, DC 20301-1400

FOR DANNI PRODUCTIONS, LLC.

Signature and Date

Joseph Zolfo
Producer
NCIS: New Orleans
2000 Avenue of the Stars
Los Angeles, CA 90067

ADDENDUM FOR B-ROLL
NAVAL AIR STATION JOINT RESERVE BASE NEW ORLEANS

ADDENDUM 1

The United States Department of Defense (hereinafter referred to as "DoD" acting on behalf of the United States of America, hereby agrees with **Danni Productions, LLC**, (hereinafter referred to as "Production Company") subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a the television series presently known as "NCIS: New Orleans: Season One." This contract is an addendum to the Production Assistance Agreement between the Production Company and the DoD dated August 29, 2014.

U.S.Navy

1. With approval from JRB NOLA Commanding Officer, authorize Danni Productions access to Naval Air Station Joint Reserve Base New Orleans (NAS JRB NOLA) for the purpose of filming establishing "B-roll" shots on or about November 18 through November 20, 2014.
2. Provide Danni Productions escorted access by the DoD Project Officer (b)(6) (b)(6) and designated JRB NOLA representative(s).
3. Authorize base access for production personnel, production vehicles, and use of production equipment with the intended purpose of filming B-roll of JRB NOLA to include exterior of buildings, roadways, airfield tarmac, and flight/ground operations.

NOTE: Filming of United States Marine Corps (USMC), buildings, personnel, aircraft or equipment is not covered by this addendum and therefore not authorized. Requests for USMC filming opportunities will be coordinated directly with the USMC Film Liaison Office.

Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Addendum.

FOR THE DEPARTMENT OF DEFENSE

FOR DANNI PRODUCTIONS, LLC.

Signature and Date

(b)(6)

Director, Entertainment Media
The Pentagon Room 2E966
Washington, DC 20301-1400

Signature and Date

Joseph Zolfo
Producer
NCIS: New Orleans
2000 Avenue of the Stars
Los Angeles, CA 90067

ADDENDUM 6

VFA-204 PRODUCTION SUPPORT FOR
NCIS: NEW ORLEANS

The United States Department of Defense (hereinafter referred to as "DoD" acting on behalf of the United States of America, hereby agrees with **Danni Productions, LLC**, (hereinafter referred to as "Production Company") subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a Production Company feature documentary TV series known as "**NCIS: New Orleans.**" This contract is an attachment to the Production Assistance Agreement between the Production Company and the DoD dated September 9, 2014.

U.S. Navy

1. Access to Naval Air Station Joint Regional Base New Orleans (NAS JRB NOLA) for preparation, duration of filming and load-out, beginning on or about August 27, 2015.
2. Utilize the area authorized by NAS JRB NOLA for base camp and crew parking, so long as use does not interfere with base operations, for preparation, duration of filming and load-out, beginning on or about August 27, 2015. Useable areas will be designated by base CO, base security and base PAO.
3. Access NAS JRB NOLA airfield to include taxi way and ramp for filming VFA-204 air demo on or about August 27, 2015. All airfield movement and production will adhere to safety and security guidelines set forth by NAS JRB NOLA Commanding Officer, Air Field Manager, Operations Officer and Security Officer. The Production Company will have all gear removed from runway and ramp following completion of filming.
4. Commanding Officer, Strike Fighter Squadron Two Zero Four (VFA-204) in coordination with Commander Naval Air Forces Reserve (CNAFR) and Commander Tactical Support Wing (CTSW) with the approval from CO NAS JRB NOLA conduct F/A-18 low-level air demo. Date/Time to be provided by VFA-204 OPS based on aircraft availability.
5. Commanding Officer, VFA-204 in coordination with CTSW and approval from CNAFR FAA conduct approximately 5 passes with 2x F-18 aircraft simulating a military convoy CAS approach (~1000-2500ft AGL) IVO Crescent City Connection Bridge NOLA on date to be determined by flight clearance and VFA-204 OPS. One additional aviator or squadron rep equipped with PRC-radio (or equivalent) requested at Crescent City Connection Bridge base camp with the film crew IOT maintain comms between film and flight crew.

NOTE: Danni Productions is fully aware that the DoD will not be held responsible for lack of production support due to aircraft unavailability due maintenance, weather restrictions, FAA airspace restrictions or squadron operational tasking by higher authority.

Danni Productions, LLC, NCIS: New Orleans
Department of Defense Production Assistance Agreement Addendum

FOR THE DEPARTMENT OF DEFENSE

(b)(6)
[Redacted Signature and Date]

Signature and Date

(b)(6)
[Redacted]

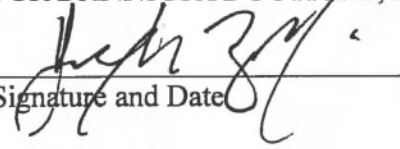
Director, Entertainment Media
The Pentagon
Room 2E966
Washington, DC 20301-1400

Name of DoD Project Officer:

(b)(6)
[Redacted]

Navy Office of Information, West
10880 Wilshire Blvd., Suite 1220
Los Angeles CA 90024

FOR DANNI PRODUCTIONS, LLC.


Signature and Date

Joseph Zolfo
Producer
NCIS: New Orleans
2000 Avenue of the Stars
Los Angeles, CA 90067

(b)(6)
[Redacted]

Danni Productions, LLC, NCIS: New Orleans
Department of Defense Production Assistance Addendum
ADDENDUM 4

**USS COLE (DDG 67) PRODUCTION SUPPORT FOR:
NCIS: NEW ORLEANS**

The United States Department of Defense (hereinafter referred to as "DoD" acting on behalf of the United States of America, hereby agrees with **Danni Productions, LLC**, (hereinafter referred to as "Production Company") subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a the television series presently known as "NCIS: New Orleans." This contract is an addendum to the Production Assistance Agreement between the Production Company and the DoD dated September 9, 2014.

U.S. NAVY

1. Commanding Officer, Helicopter Sea Combat Squadron Two Six (HSC-26) in coordination with Expeditionary Strike Group 2 (ESG 2) provide helicopter airlift embark for 1 x DoD Project Officer and 3 x Production Company personnel and equipment from Lakefront Airport New Orleans to USS COLE (DDG 67) on 4/22/2015.
2. Commanding Officer, USS COLE, authorize the OSD (PA) designated DoD Project Officer (b)(6) permission to provide the Production Company film crew escorted access onboard USS COLE from 4/22 thru 4/23, 2015 with the intended purpose of filming USN life-at-sea onboard a DDG to include various watch stations, navigational detail, sea & anchor detail, mess decks, wardroom and crew berthing.
3. Commanding Officer, USS COLE, provide berthing and meals for 4 males (1 x O-4; 3 x Production Company personnel) on 4/22 thru 4/23, 2015. Prior to embark request S-5 DIV provide approximate cost per person for berthing & meals in order for the Production Company to reimburse COLE Supply Dept.

The DoD is authorizing the Production Company access to USS COLE to film B-roll with the understanding that all footage used in future episodes will be reviewed and approved by the DoD Project Officer prior to airing. Any failure by DoD to provide for items in the aforementioned paragraphs will not be a breach of this Addendum.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

Director, Entertainment Media
The Pentagon
Room 2E966
Washington, DC 20301-1400

FOR DANNI PRODUCTIONS, LLC.

Signature and Date

Joseph Zolfo
Producer
NCIS: New Orleans
200 Avenue of the Stars
Los Angeles, CA 90067

U.S. DEPARTMENT OF DEFENSE PRODUCTION ASSISTANCE AGREEMENT
DoD - NCIS: Episode #263 “The San Dominick”
(Project #DoD-2014-0902-NT-00003)

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Belisarius Productions**, hereinafter referred to as the “Production Company,” subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of the television series presently known as NCIS, hereinafter referred to as the “TV series.”

LIST MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION
(Attachment 1).

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist the production. In the event of dispute, the Production Company will be given a written notice of non-compliance by the DoD project officer. The Production Company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, in no event shall the DoD be entitled to rescind, interfere, and/or enjoin Production Company’s ownership, use, production, broadcast, exhibition, distribution, marketing, advertising, publicity, promotion or other exploitation of the rights granted to it and/or any material produced hereunder and nothing contained herein shall restrict any of the Production Company’s right in and to the photography and sound recordings made hereunder; the Production Company’s decisions with respect to these recordings will be final.

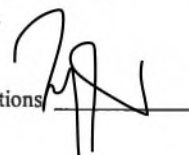
It is agreed between DoD and the Production Company that:

1. The DoD project officer, (b)(6), is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer or his designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of the TV series. The DoD project officer is the military technical advisor and all military coordination must be approved and coordinated through him. The Production Company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involve or depict the U.S. military. In addition to the DoD project officer, the DoD may assign a military subject matter expert (SME) to the production to oversee specific aspects of the TV series. The DoD project officer will consult with NCIS HQ Public Affairs representatives on content, storylines, core values for agent depictions, and appropriate cases/re-enactments. NCIS HQ PA will review scripts and outlines in a timely manner and advise NAVINFOWEST any issues, concerns or suggested revisions to content. DoD representatives are not compensated by production for their time. However, all travel expenses incurred are the express responsibility of production.

Do (b)(6)
Page 1 of 8

Sept. 2, 2014

Belisarius Productions



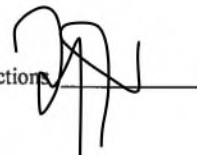
2. Any and all Marine Corps assistance and/or participation will be coordinated with the Marine Corps Motion Picture and Television Liaison Office in Los Angeles and will be detailed in separate addendums to this PAA. A representative of the Marine Corps Motion Picture and Television Liaison Office will be on-site at the production company's expense for any filming on Marine Corps property and/or with Marine Corps personnel.
3. The Production Company will cast actors, extras, doubles, and stunt personnel portraying Servicemembers who conform to individual Military Service regulations governing age, height and weight, uniform, grooming, appearance, and conduct standards. DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of these portrayals cannot be resolved in negotiation between the Production Company and DoD within the 72-hour cure period; provided, however, in the event of disagreement, the Production Company's decisions shall be final and binding but the DoD may elect to terminate any future DoD assistance to the Production Company in connection with the TV series (but nothing contained herein shall restrict any of the Production Company's rights in and to the photography and sound recordings made hereunder). The DoD project officer will provide written guidance specific to each Military Service being portrayed.
4. DoD has approved production assistance as in the best interest of DoD, based on a review by NAVINFOWEST, NCIS HQ PA and OSD of each episode. The Production Company must obtain, in advance, DoD concurrence for any subsequent changes to the military depictions made to either the picture or the sound portions of the TV series, before the TV series is exhibited to the public. The Production Company agrees to advise the DoD project officer of these changes, including those that may be made during post- production; provided, however, in the event of disagreement, the Production Company's decisions with respect to such changes, if any, shall be final and binding; provided further, that in the event of a disagreement, the DoD may elect to terminate any future assistance to the Production Company in connection with the TV series (but nothing contained herein shall restrict any of the Production Company's rights in and to the photography and sound recordings made hereunder).
5. Production Company acknowledges that the operational capability and readiness of the Military Service will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief or sequestration may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the Production Company.
6. There will be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee will coordinate such standards and compliance therewith. DoD will provide the Production Company advance notice of such safety or conduct standards upon request by the Production Company.
7. All DoD property or facilities damaged, used, or altered by the Production Company in connection with the production will be restored by the Production Company to the same or better condition, normal wear and tear excepted, as when they were made available for the Production Company's use.



8. The Production Company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of the TV series. The estimated amount will be detailed and included upon request by the Production Company.
 - a. DoD agrees to provide statements of charges assessed by each installation or DoD component providing assets to assist in the production within 45 days from the last day of the month in which TV series is completed. Reimbursements are to be restored to each specific account from which they are drawn to assist the production.
 - b. The Production Company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.
 - c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within 45 days from the last day of the month in which TV series is completed.

9. The Production Company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD project officer, the DoD Director of Entertainment Media or his or her designee, and any other assigned military technical advisor(s), subject matter expert(s) and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the Production Company will provide:
 - a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.
 - b. A full-size vehicle (with fuel and with loss, damage, and collision automobile insurance paid for by the production company) for his or her personal use during the TV series filming, including for his or her stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided. Note: Personnel may opt to use private owned conveyance and submit reimbursement claim for mileage/fuel.
 - c. Hotel accommodations equivalent to those provided to the Production Company’s crew.
 - d. A dedicated, on-location trailer room or other comparable work space with full Internet access, desk, seating, and en-suite toilet.

10. By approving DoD production assistance for the TV series, DoD hereby provides a general release to the Production Company for the use of any and all photography and sound recordings of any and all Servicemembers, equipment, and real estate, subject to the limitations in paragraph 13 of this agreement.



11. As a condition of DoD assistance, the Production Company will:

- a. Indemnify and hold harmless DoD, its agencies, officers, and employees against and claims (including claims for personal injury and death, damage to property, and reasonable outside attorneys’ fees) arising from the Production Company’s possession or use of DoD property or other assistance in connection with this production of the TV series, to include pre-production, post-production, and DoD-provided orientation or training. This provision will not in any event indemnify or hold harmless DoD, its agencies, officers and / or employees from or against any claims arising from defects in DoD property and/or negligence and / or willful misconduct on the part of DoD, its agencies, officers or employees.
- b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The Production Company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.
- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the TV series, and to allow DoD the use of Production Company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials are for the purpose of communicating how DoD is assisting in the TV series. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on “The Pentagon Channel” or other publicly- accessible media source, which imagery will not be posted on any DoD Media until after the initial network broadcast of the episodes of the TV series. Either at the time DoD has provided production assistance to production company or shortly thereafter, both Production Company and DoD public affairs personnel will work together on making a determination of when will be an appropriate time to make such imagery available on the DoD website or on “The Pentagon Channel” or other publicly-accessible media. Therefore no DoD personnel will photograph actual TV series, talent, or sets without the prior approval of the Production Company.

12. The Production Company will provide the DoD project officer with whatever internal communications equipment it is supplying to Production Company crewmembers to communicate on the set during production of military-themed sequences. The Production

DoD (b)(6)
Page 4 of 8

Sept. 2, 2014

Belisarius Productions



Company will also supply the DoD project officer with earphones to monitor military-themed dialogue and other sound recording during these periods.

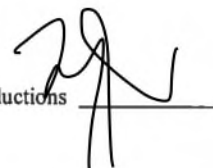
13. The Production Company agrees to use its best efforts to screen military themed footage for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited but final version of the production at a stage in editing when changes can be accommodated to allow DoD to confirm the military sequences conforms to the script, but only to the extent required to allow DoD to confirm that the tone of the military sequences substantially conforms to the scripted sequence agreed upon by DoD; provided, however, in the event of disapproval by the DoD, the Production Company’s decisions with respect to such changes, if any, shall be final and binding; provided further, that in the event of a disapproval, the DoD may elect to terminate any future assistance to the Production Company in connection with the TV series (but nothing contained herein shall restrict any of the Production Company’s rights in and to the photography and sound recordings made hereunder).
14. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the Production Company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.
15. The Production Company will also provide the DoD project officer and the Director of Entertainment Media in Washington, D.C. with a screening DVD copy of the completed production, prior to its public exhibition.
16. The Production Company will provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes, following the initial network broadcast of the TV series. DoD will not exhibit these DVDs or copy them. DoD is allowed to use short clips from them in official presentations for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose. In the event any talent is depicted in any such clips, DoD understands that it must, at its own expense, obtain all required authorization; clearances, consents, and releases from such talent prior to using such clips in said presentation.
17. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD project officer and assigned official technical advisor(s) and subject matter expert(s), whose activities must be consistent with their authorized additional duties. Military personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service regulations. In such cases, these conditions apply:
 - a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.

DoD
Page 5 of 8

(b)(6)

Sept. 2, 2014

Belisarius Productions



- b. The DoD project officer will ensure that Military personnel will comply with standards of conduct regulations in accepting employment.
 - c. The Production Company is responsible for any disputes with unions governing the hiring of non-union actors or extras.
18. The Production Company may make donations or gifts in-kind to morale, welfare, and recreation programs of the military unit(s) involved; however, donations of this kind are not at all required, and are not in any manner a consideration in the determination of whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD project officer.
 19. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.
 20. This agreement consists of nine (9) pages which includes one (1) Attachment. Each page will be initialed by the undersigned DoD and production company representatives. Production Company shall be the sole owner of any and all rights to the TV series, in any and all media, whether now known or hereafter devised, in perpetuity, throughout the universe, including all rights granted herein, which include all rights of every kind in and to the photography and recordings made in and about the DoD Property, DoD materials, and insignia, solely in connection with the TV series. Production Company shall have the unfettered right to license, assign, and otherwise transfer any or all rights acquired in this Agreement to any person or entity. DoD will not have any right of action, including, without limitation, any right to injunctive relief against the Production Company or its successor or any other party arising out of use or non-use of said photography or sound recordings.
 21. Pursuant to the terms and conditions of this Agreement, Production Company has the right to enter locations designated by DoD and to photograph, reproduce, replicate, fictionalize, and use the real and personal property, exterior and interior premises (including the name, signs, and identifying features thereof) and to bring personnel and equipment on the DoD designated premises and remove the same.
 22. DoD and Military Service seals are protected by law from unauthorized use, but these seals and or various emblematic devices may be used in this production for technical accuracy. Whether such use is appropriate will be determined by the Office of the Assistant Secretary of Defense for Public Affairs, in consultation with the Military Services. This agreement in no way grants the Production Company any ownership rights or licenses or other permissions to use any DoD seals, emblems, or other identifying indicators for any purpose other than in this production.
 23. All U.S. DoD uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use still and motion photography and sound recordings of U.S. Department of Defense uniformed and civilian personnel, obtained during the course of this production, and

DoD (b)(6)



through DoD archival sources. However, none of these materials will be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the Production Company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

24. The Production Company will use its best efforts to place a credit in the end titles, subject to network approval and restrictions, substantially in the form of “Military Equipment and Assistance Courtesy of the United States Department of Defense,” with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided all other aspects at studio’s sole discretion. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles. Any inadvertent failure to accord such credit will not be a breach of this agreement.

FOR THE DEPARTMENT OF DEFENSE

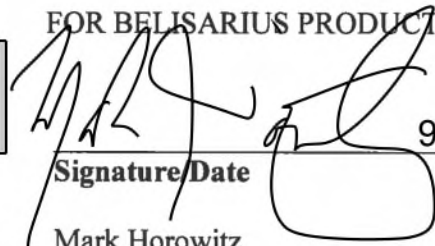
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Signature/Date

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Director, Entertainment Media
The Pentagon, Room 2E966
Washington, D.C. 20301-1400

FOR BELISARIUS PRODUCTIONS

 9/2/2014

Signature/Date

Mark Horowitz
Executive Producer
NCIS Series
2000 Avenue of the Stars
Los Angeles, CA 90067



ATTACHMENT 1

The United States Department of Defense (hereinafter referred to as “DoD” acting on behalf of the United States of America, hereby agrees with Belisarius Productions, (hereinafter referred to as “Production Company”) subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a Production Company feature TV series known as “NCIS.” This contract is an attachment to the production assistance agreement between the Production Company and the DoD dated 2 September 2014.

U.S. Navy

1. Provide CBS Television Studios access to Naval Base Ventura County (Port Hueneme) via Victoria Gate on September 4, 2014 for the purpose of pre-staging production support trailers, Production Vehicles, Production Staff POV, Catering vehicles, 40-ton Champion Crane, and production support equipment in vicinity of Bldg #542 adjacent to SDTS pier. Note: Shore power or water not requested or required.
2. Provide additional DoD/Contracted security personnel to provide additional security of base camp on 4-5 Sept 2014 and required to open Victoria Gate during non-working hours. Note: The Production Company agrees to all cover costs associated with augmenting base security forces in support of this production.
3. Provide sufficient Federal Firefighting Department personnel and equipment as deemed necessary by NBVC Fire Chief in order to provide firefighting response in support of helicopter flight operations on board SDTS. Note: Firefighting response assessment in support of production conducted by Asst. Chief John Akins (NBVC FFD) on 28 Aug 2014.
4. Provide use of SDTS ship crane (port side) for the purpose of production equipment on-load/off-load on 4-5 Sept 2014. Note: The Production Company agrees to cover all costs associated with inspecting/operating/rigging crane during crane operations in support of the production.
5. NBVC PAO will designate approximately 20 Sailors (Male/Female) to support production as background extras. Sailors volunteering must be on Chain of Command approved leave status and be within Navy PFA standards. The Production Company agrees to provide compensation for all participants at the higher industry rate for extras.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)


Signature/Date

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Director, Entertainment Media
The Pentagon, Room 2E966
Washington, D.C. 20301-1400

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FOR BELISARIUS PRODUCTIONS

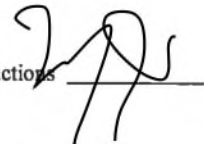
 9/2/2014

Signature/Date

Mark Horowitz
Executive Producer
NCIS Series
2000 Avenue of the Stars
Los Angeles, CA 90067

Sept. 2, 2014

Belisarius Productions



**U.S. DEPARTMENT OF DEFENSE PRODUCTION ASSISTANCE AGREEMENT
DoD - NCIS: New Orleans (Project #DoD-2014-0829-NT-00002)**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Danni Productions, LLC**, hereinafter referred to as the "Production Company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of the television series presently known as NCIS: New Orleans, hereinafter referred to as the "TV series."

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION [see Attachment 1].

It is agreed between DoD and the Production Company that:

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist the production. In the event of dispute, the Production Company will be given a written notice of non-compliance by the DoD project officer. The Production Company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, in no event shall the DoD be entitled to rescind, interfere, and/or enjoin Production Company's ownership, use, production, broadcast, exhibition, distribution, marketing, advertising, publicity, promotion or other exploitation of the rights granted to it and/or any material produced hereunder and nothing contained herein shall restrict any of the Production Company's right in and to the photography and sound recordings made hereunder; the Production Company's decisions with respect to these recordings will be final.

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer or his designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of the TV series. The DoD project officer is the military technical advisor and all military coordination must be approved and coordinated through him. The Production Company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involve or depict the U.S. military. In addition to the DoD project officer, the DoD may assign a military subject matter expert (SME) to the production to oversee specific aspects of the TV series. The DoD project officer will consult with NCIS HQ Public Affairs representatives on content, storylines, core values for agent depictions, and appropriate cases/re-enactments. NCIS Communications Directorate will review scripts and outlines in a timely manner and advise NAVINFOWEST any issues, concerns or suggested revisions to content. DoD representatives are not compensated by production for their time. However, all travel expenses incurred are the express responsibility of production.



Danni Productions, LLC – NCIS: New Orleans – Department of Defense Production Assistance Agreement

2. Any and all Marine Corps assistance and/or participation will be coordinated with the Marine Corps Motion Picture and Television Liaison Office in Los Angeles and will be detailed in separate addendums to this PAA. A representative of the Marine Corps Motion Picture and Television Liaison Office will be on-site at the production company's expense for any filming on Marine Corps property and/or with Marine Corps personnel.
3. The Production Company will cast actors, extras, doubles, and stunt personnel portraying Servicemembers who conform to individual Military Service regulations governing age, height and weight, uniform, grooming, appearance, and conduct standards. DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of these portrayals cannot be resolved in negotiation between the Production Company and DoD within the 72-hour cure period; provided, however, in the event of disagreement, the Production Company's decisions shall be final and binding but the DoD may elect to terminate any future DoD assistance to the Production Company in connection with the TV series (but nothing contained herein shall restrict any of the Production Company's rights in and to the photography and sound recordings made hereunder). The DoD project officer will provide written guidance specific to each Military Service being portrayed.
4. DoD has approved production assistance as in the best interest of DoD, based on a review by NAVINFOWEST, NCIS Communications Directorate and OSD of each episode. The Production Company must obtain, in advance, DoD concurrence for any subsequent changes to the military depictions made to either the picture or the sound portions of the TV series, before the TV series is exhibited to the public. The Production Company agrees to advise the DoD project officer of these changes, including those that may be made during post- production; provided, however, in the event of disagreement, the Production Company's decisions with respect to such changes, if any, shall be final and binding; provided further, that in the event of a disagreement, the DoD may elect to terminate any future assistance to the Production Company in connection with the TV series (but nothing contained herein shall restrict any of the Production Company's rights in and to the photography and sound recordings made hereunder).
5. Production Company acknowledges that the operational capability and readiness of the Military Service will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief or sequestration may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the Production Company.
6. There will be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee will coordinate such standards and compliance therewith. DoD will provide the Production Company advance notice of such safety or conduct standards upon request by the Production Company.
7. All DoD property or facilities damaged, used, or altered by the Production Company in connection with the production will be restored by the Production Company to the same or better condition, normal wear and tear excepted, as when they were made available for the Production Company's use.



8. The Production Company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of the TV series. The estimated amount will be detailed and included upon request by the Production Company.
 - a. DoD agrees to provide statements of charges assessed by each installation or DoD component providing assets to assist in the production within 45 days from the last day of the month in which TV series is completed. Reimbursements are to be restored to each specific account from which they are drawn to assist the production.
 - b. The Production Company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.
 - c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within 45 days from the last day of the month in which TV series is completed.

9. The Production Company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD project officer, the DoD Director of Entertainment Media or his or her designee, and any other assigned military technical advisor(s), subject matter expert(s) and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the Production Company will provide:
 - a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.
 - b. A full-size vehicle (with fuel and with loss, damage, and collision automobile insurance paid for by the production company) for his or her personal use during the TV series filming, including for his or her stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided.
 - c. Hotel accommodations equivalent to those provided to the Production Company's crew.
 - d. A dedicated, on-location trailer room or other comparable work space with full Internet access, desk, seating, and en-suite toilet.

10. By approving DoD production assistance for the TV series, DoD hereby provides a general release to the Production Company for the use of any and all photography and sound recordings of any and all Servicemembers, equipment, and real estate, subject to the limitations in paragraph 13 of this agreement.

11. As a condition of DoD assistance, the Production Company will:
 - a. Indemnify and hold harmless DoD, its agencies, officers, and employees against and claims (including claims for personal injury and death, damage to property, and reasonable outside attorneys' fees) arising from the Production Company's possession or use of DoD property or other assistance in connection with this production of the TV series, to include pre-production, post-production, and DoD-provided orientation



- or training. This provision will not in any event indemnify or hold harmless DoD, its agencies, officers and / or employees from or against any claims arising from defects in DoD property and/or negligence and / or willful misconduct on the part of DoD, its agencies, officers or employees.
- b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The Production Company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.
 - c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
 - d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.
 - e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the TV series, and to allow DoD the use of Production Company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials are for the purpose of communicating how DoD is assisting in the TV series. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source, which imagery will not be posted on any DoD Media until after the initial network broadcast of the episodes of the TV series. Either at the time DoD has provided production assistance to production company or shortly thereafter, both Production Company and DoD public affairs personnel will work together on making a determination of when will be an appropriate time to make such imagery available on the DoD website or on "The Pentagon Channel" or other publicly-accessible media. Therefore no DoD personnel will photograph actual TV series, talent, or sets without the prior approval of the Production Company.
12. The Production Company will provide the DoD project officer with whatever internal communications equipment it is supplying to Production Company crew members to communicate on the set during production of military-themed sequences. The Production Company will also supply the DoD project officer with earphones to monitor military-themed dialogue and other sound recording during these periods.
13. The Production Company agrees to use its best efforts to screen military themed footage for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited but final version of the production at a stage in editing when changes can be accommodated to allow DoD to confirm the military sequences conforms to the script, but only to the extent required to allow DoD to confirm that the tone of the military sequences substantially conforms to the scripted sequence agreed upon by DoD; provided, however, in the event of disapproval by the DoD, the Production Company's decisions with respect to such changes, if any, shall be final and binding; provided further, that in the event of a disapproval, the



Danni Productions, LLC – NCIS: New Orleans – Department of Defense Production Assistance Agreement
DoD may elect to terminate any future assistance to the Production Company in connection with the TV series (but nothing contained herein shall restrict any of the Production Company's rights in and to the photography and sound recordings made hereunder).

14. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the Production Company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.
15. The Production Company will also provide the DoD project officer and the Director of Entertainment Media in Washington, D.C. with a screening DVD copy of the completed production, prior to its public exhibition.
16. The Production Company will provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes, following the initial network broadcast of the TV series. DoD will not exhibit these DVDs or copy them. DoD is allowed to use short clips from them in official presentations for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose. In the event any talent is depicted in any such clips, DoD understands that it must, at its own expense, obtain all required authorization; clearances, consents, and releases from such talent prior to using such clips in said presentation.
17. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD project officer and assigned official technical advisor(s) and subject matter expert(s), whose activities must be consistent with their authorized additional duties. Military personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service regulations. In such cases, these conditions apply:
 - a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.
 - b. The DoD project officer will ensure that Military personnel will comply with standards of conduct regulations in accepting employment.
 - c. The Production Company is responsible for any disputes with unions governing the hiring of non-union actors or extras.
18. The Production Company may make donations or gifts in-kind to morale, welfare, and recreation programs of the military unit(s) involved; however, donations of this kind are not at all required, and are not in any manner a consideration in the determination of whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD project officer.
19. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

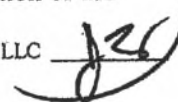
DoD (b)(6)

(Prepared by (b)(6))

Page 5 of 8

Aug 29, 2014

Danni Productions, LLC



20. This agreement consists of eight (8) pages which includes one (1) Attachment. Each page will be initialed by the undersigned DoD and production company representatives. Production Company shall be the sole owner of any and all rights to the TV series, in any and all media, whether now known or hereafter devised, in perpetuity, throughout the universe, including all rights granted herein, which include all rights of every kind in and to the photography and recordings made in and about the DoD Property, DoD materials, and insignia, solely in connection with the TV series. Production Company shall have the unfettered right to license, assign, and otherwise transfer any or all rights acquired in this Agreement to any person or entity. DoD will not have any right of action, including, without limitation, any right to injunctive relief against the Production Company or its successor or any other party arising out of use or non-use of said photography or sound recordings.
21. Pursuant to the terms and conditions of this Agreement, Production Company has the right to enter locations designated by DoD and to photograph, reproduce, replicate, fictionalize, and use the real and personal property, exterior and interior premises (including the name, signs, and identifying features thereof) and to bring personnel and equipment on the DoD designated premises and remove the same.
22. DoD and Military Service seals are protected by law from unauthorized use, but these seals and or various emblematic devices may be used in this production for technical accuracy. Whether such use is appropriate will be determined by the Office of the Assistant Secretary of Defense for Public Affairs, in consultation with the Military Services. This agreement in no way grants the Production Company any ownership rights or licenses or other permissions to use any DoD seals, emblems, or other identifying indicators for any purpose other than in this production.
23. All U.S. DoD uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use still and motion photography and sound recordings of U.S. Department of Defense uniformed and civilian personnel, obtained during the course of this production, and through DoD archival sources. However, none of these materials will be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the Production Company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.
24. The Production Company will use its best efforts to place a credit in the end titles, subject to network approval and restrictions, substantially in the form of "Military Equipment and Assistance Courtesy of the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided all other aspects at studio's sole discretion. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles. Any inadvertent failure to accord such credit will not be a breach of this agreement.

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(Prepared by (b)(6)
Page 6 of 8

Aug 29, 2014

Danni Productions, LLC



Danni Productions, LLC – NCIS: New Orleans – Department of Defense Production Assistance Agreement

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature/Date

(b)(6)

Director, Entertainment Media
The Pentagon, Room 2E966
Washington, D.C. 20301-1400

FOR DANNI PRODUCTIONS, LLC

Joseph Zolfo 9/12/14
Signature/Date

Joseph Zolfo
Producer
NCIS: New Orleans
2000 Avenue of the Stars
Los Angeles, CA 90067

(b)(6)

DoD
(Prepared by (b)(6)
Page 7 of 8

Aug 29, 2014

Danni Productions, LLC

JZ

ATTACHMENT 1

The United States Department of Defense (hereinafter referred to as “DoD” acting on behalf of the United States of America, hereby agrees with Danni Productions, LLC, (hereinafter referred to as “Production Company”) subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a Production Company feature TV series known as NCIS: New Orleans. This contract is an attachment to the production assistance agreement between the Production Company and the DoD dated 29 Aug 2014.

U.S.Navy

1. NAVINFOWEST will make reasonable efforts to coordinate all logistics requests through Navy Region SE Public Affairs to include location scouting, set design and familiarization access to DoD property in the JRB New Orleans and Navy installations Southeast Region. All requests to DoD and USN bases, ships, squadrons, units/commands will be coordinated by the NAVINFOWEST project officer through the region and base Public Affairs Officers and security staffs, always subject to local commanding officer’s consent and approvals/guidance and execution in a not-to-interfere-with-missions basis and at no additional cost to the government. Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
2. This agreement is intended to provide formal guidance to Navy commands supporting the DoD project officer for the entire season of filming. Adherence to reflecting Navy core values (Honor, Courage and Commitment) in every episode are to be considered red lines and must include appropriate adjudication/accountability. “Red lines” include military portrayals of discrimination on the basis of race, age, color and creed; egregious violations of the Uniformed Code of Military Justice; espionage; mutiny, etc.

FOR THE DEPARTMENT OF DEFENSE

FOR DANNI PRODUCTIONS, LLC

(b)(6)
[Redacted Signature/Date]

Signature/Date

John Zolfo 9/12/14
[Handwritten Signature and Date]

Signature/Date

(b)(6)
Director, Entertainment Media
The Pentagon, Room 2E966
Washington, D.C. 20301-1400

Joseph Zolfo
Producer
NCIS: New Orleans
2000 Avenue of the Stars
Los Angeles, CA 90067

(b)(6)
DoD
(Prepared by (b)(6))
Page 8 of 8

Aug 29, 2014

Danni Productions, LLC

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[Handwritten Initials]



Danni Productions, LLC, NCIS: New Orleans
Department of Defense Production Assistance Agreement Addendum

The United States Department of Defense (hereinafter referred to as "DoD" acting on behalf of the United States of America, hereby agrees with **Danni Productions, LLC**, (hereinafter referred to as "Production Company") subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a TV series known as "**NCIS: New Orleans.**" This contract is an attachment to the production assistance Agreement between the Production Company and the DoD dated August 29, 2014.

It is agreed between DoD and Production Company that this agreement is hereby amended to include approved production assistance as in the best interest of DoD, based on the reviewed and approved script dated 21 March 2016.

It is agreed between DoD and Production Company that existing filming opportunities to the agreement is hereby amended to include the following items:

U.S. Navy:

1. Provide access to USNS YANO to production company crew members for preparation beginning on or about 29 March 2016. Individual access is subject to having been cleared through U.S. Navy-mandated security screening process.
2. Provide access to film those interior and exterior locations onboard USNS YANO which have been approved by USNS Yano and the DoD project officer on or about 30 March 2016. Production company must have all gear removed from USNS Yano no later than close of business 30 March 2016.

Deviation from this agreement must be approved by the DoD Project Officer. The undersigned DoD and Production Company representatives will initial each page of this license agreement. This addendum includes one page.

FOR THE DEPARTMENT OF DEFENSE

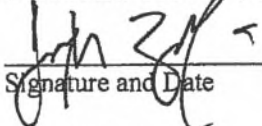
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[Redacted Signature and Date]

Signature and Date

(b)(6)
[Redacted Name]

Director, Entertainment Media
The Pentagon
Room 2E966
Washington, DC 20301-1400

FOR DANNI PRODUCTIONS, LLC.


Signature and Date

Joseph Zolfo
Producer
NCIS: New Orleans
2000 Avenue of the Stars
Los Angeles, CA 90067

DoD project officer:

(b)(6)
[Redacted Name]

Navy Office of Information West
10880 Wilshire Blvd, Suite 1220
Los Angeles, CA 90024
310-235-7481

(b)(6)
[Redacted Name]
DoD
Page 1 of 1

23 March, 2016


Danni



U.S. DEPARTMENT OF DEFENSE
TELEVISION SHOW PRODUCTION ASSISTANCE AGREEMENT
20140109-DoD-D-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with the Revelations Productions LLC hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television show known at this time as New Race for Space.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With Navy escort and local command approval, to film NASA/JPL SIAD Design Verification Test on Naval Air Weapons Station China Lake.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6), is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the January 09, 2014 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support

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to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of New Race for Space. The estimated amount shall be detailed and included.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

--No additional costs to DoD for this production--

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company shall provide:

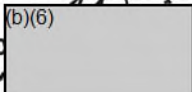
--No DoD travel or accommodations are required for this production.--

8. By approving DoD production assistance for New Race for Space, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of New Race for Space. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an

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additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.


e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the segments of the production into which any DoD Service members, equipment, or real estate is incorporated ("Segments") at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice. To ensure journalistic integrity, the production company shall retain final editorial control over all other aspects of this production. Due to the constraints of the production schedule, the DoD agrees to provide feedback with five (5) business days of receiving the Segments for review. If the DoD fails to provide feedback by the end of the review period as stipulated herein, the DoD will be deemed to have completed the review without reservation and the Segments shall be deemed approved.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care,

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Production Company 

real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles substantially in the form of "Special Thanks to the United States Department of Defense," in acknowledgment of the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of four pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of New Race for Space.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6) _____

DoD Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

DoD (b)(6) _____

FOR REVELATIONS PRODUCTIONS, LLC

Erika Schroeder 1/30/14

Signature and Date

Erika Schroeder
Executive in Charge of Production, "NRS"
Revelations Productions LLC
1221 2nd Street, 4th Floor
Santa Monica, CA 90401

Production Company *U*

U.S. DEPARTMENT OF DEFENSE PRODUCTION ASSISTANCE AGREEMENT
DoD - NCIS: Episode #281 "The Lost Boys" and Episode #282 "Neverland"
(Project #DoD-2015-0417-NT-00001)

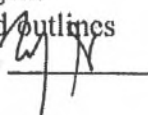
The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **CBS Television Studios, a Division of CBS Studio Inc.**, hereinafter referred to as the "Production Company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of the television series presently known as NCIS, hereinafter referred to as the "TV series."

LIST MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION
(Attachment 1).

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist the production. In the event of dispute, the Production Company will be given a written notice of non-compliance by the DoD project officer. The Production Company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, in no event shall the DoD be entitled to rescind, interfere, and/or enjoin Production Company's ownership, use, production, broadcast, exhibition, distribution, marketing, advertising, publicity, promotion or other exploitation of the rights granted to it and/or any material produced hereunder and nothing contained herein shall restrict any of the Production Company's right in and to the photography and sound recordings made hereunder; the Production Company's decisions with respect to these recordings will be final.

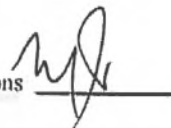
It is agreed between DoD and the Production Company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer or his designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of the TV series. The DoD project officer is the military technical advisor and all military coordination must be approved and coordinated through him. The Production Company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involve or depict the U.S. military. In addition to the DoD project officer, the DoD may assign a military subject matter expert (SME) to the production to oversee specific aspects of the TV series. The DoD project officer will consult with NCIS HQ Public Affairs representatives on content, storylines, core values for agent depictions and appropriate cases/re-enactments. NCIS HQ PA will review scripts and outlines



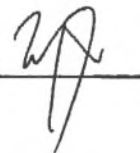
CBS Television Studios, a Division of CBS Studios INC. – NCIS: Episode #281 “The Lost Boys” and Episode #282 “Neverland”–
in a timely manner and advise NAVINFOWEST any issues, concerns or suggested revisions to content. DoD representatives are not compensated by production for their time. However, all travel expenses incurred are the express responsibility of production.

2. Any and all Marine Corps assistance and/or participation will be coordinated with the Marine Corps Motion Picture and Television Liaison Office in Los Angeles and will be detailed in separate addendums to this PAA. A representative of the Marine Corps Motion Picture and Television Liaison Office will be on-site at the production company's expense for any filming on Marine Corps property and/or with Marine Corps personnel.
3. The Production Company will cast actors, extras, doubles, and stunt personnel portraying Servicemembers who conform to individual Military Service regulations governing age, height and weight, uniform, grooming, appearance, and conduct standards. DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of these portrayals cannot be resolved in negotiation between the Production Company and DoD within the 72-hour cure period; provided, however, in the event of disagreement, the Production Company's decisions shall be final and binding but the DoD may elect to terminate any future DoD assistance to the Production Company in connection with the TV series (but nothing contained herein shall restrict any of the Production Company's rights in and to the photography and sound recordings made hereunder). The DoD project officer will provide written guidance specific to each Military Service being portrayed.
4. DoD has approved production assistance as in the best interest of DoD, based on a review by NAVINFOWEST, NCIS HQ PA and OSD of each episode. The Production Company must obtain, in advance, DoD concurrence for any subsequent changes to the military depictions made to either the picture or the sound portions of the TV series, before the TV series is exhibited to the public. The Production Company agrees to advise the DoD project officer of these changes, including those that may be made during post- production; provided, however, in the event of disagreement, the Production Company's decisions with respect to such changes, if any, shall be final and binding; provided further, that in the event of a disagreement, the DoD may elect to terminate any future assistance to the Production Company in connection with the TV series (but nothing contained herein shall restrict any of the Production Company's rights in and to the photography and sound recordings made hereunder).
5. The operational capability and readiness of the Military Service will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief or sequestration may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.
6. There will be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee will coordinate such standards and compliance therewith. DoD will provide the Production Company advance notice of such safety or conduct standards upon request by the Production Company.

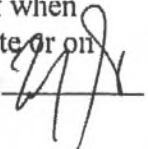


7. All DoD property or facilities damaged, used, or altered by the Production Company in connection with the production will be restored by the Production Company to the same or better condition, normal wear and tear excepted, as when they were made available for the Production Company’s use.
8. The Production Company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of the TV series. The estimated amount will be detailed and included upon request by the Production Company.
 - a. DoD agrees to provide statements of charges assessed by each installation or DoD component providing assets to assist in the production within 45 days from the last day of the month in which TV series is completed. Reimbursements are to be restored to each specific account from which they are drawn to assist the production.
 - b. The Production Company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.
 - c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within 45 days from the last day of the month in which TV series is completed.
9. The Production Company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD project officer, the DoD Director of Entertainment Media or his or her designee, and any other assigned military technical advisor(s), subject matter expert(s) and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the Production Company will provide:
 - a. Round trip travel and transportation to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.
 - b. Round trip travel and transportation to screening locations where it is essential that DoD personnel be present, as deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.
 - c. A full-size vehicle (with fuel and with loss, damage, and collision automobile insurance paid for by the production company) for his or her personal use during the TV series filming, including for his or her stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided. Note: Personnel may opt to use private owned conveyance and submit reimbursement claim for mileage/fuel.
 - d. Hotel accommodations equivalent to those provided to the Production Company’s crew.

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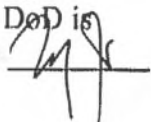


- e. A dedicated, on-location trailer room or other comparable work space with full Internet access, desk, seating, and en-suite toilet.
10. By approving DoD production assistance for the TV series, DoD hereby provides a general release to the Production Company for the use of any and all photography and sound recordings of any and all Servicemembers, equipment, and real estate, subject to the limitations in paragraph 13 of this agreement.
11. As a condition of DoD assistance, the production company will:
- a. Indemnify and hold harmless DoD, its agencies, officers, and employees against and claims (including claims for personal injury and death, damage to property, and reasonable outside attorneys’ fees) arising from the Production Company’s possession or use of DoD property or other assistance in connection with this production of the TV series, to include pre-production, post-production, and DoD-provided orientation or training. This provision will not in any event indemnify or hold harmless DoD, its agencies, officers and / or employees from or against any claims arising from defects in DoD property and/or negligence and / or willful misconduct on the part of DoD, its agencies, officers or employees.
 - b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The Production Company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.
 - c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
 - d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.
 - e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the TV series, and to allow DoD the use of Production Company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials are for the purpose of communicating how DoD is assisting in the TV series. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on “The Pentagon Channel” or other publicly- accessible media source, which imagery will not be posted on any DoD Media until after the initial theatrical release of the TV series. Either at the time DoD has provided production assistance to production company or shortly thereafter, both Production Company and DoD public affairs personnel will work together on making a determination of when (b)(6) be an appropriate time to make such imagery available on the DoD website or on



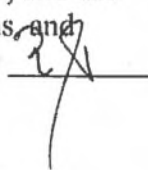
“The Pentagon Channel” or other publicly-accessible media. Therefore no DoD personnel will photograph actual TV series, talent, or sets without the prior approval of the Production Company.

12. The Production Company will provide the DoD project officer with whatever internal communications equipment it is supplying to Production Company crewmembers to communicate on the set during production of military-themed sequences. The Production Company will also supply the DoD project officer with earphones to monitor military-themed dialogue and other sound recording during these periods.
13. The Production Company will screen for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated; to allow DoD to confirm the military sequences conforms to the agreed script, but only to the extent required to allow DoD to confirm that the tone of the military sequences substantially conforms to the scripted sequence agreed upon by DoD; provided, however, in the event of disapproval by the DoD, the Production Company’s decisions with respect to such changes, if any, shall be final and binding; provided further, that in the event of a disapproval, the DoD may elect to terminate any future assistance to the Production Company in connection with the TV series (but nothing contained herein shall restrict any of the Production Company’s rights in and to the photography and sound recordings made hereunder).
14. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the Production Company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.
15. The Production Company will also provide the opportunity to the DoD Project Officer and the Director of Entertainment Media in Washington, D.C. to screen the completed production, prior to its public exhibition.
16. Subject to studio approval and restrictions, the Production Company will use its best efforts to place a credit in the end titles, substantially in the form of “Military Equipment and Assistance Courtesy of the United States Department of Defense,” acknowledging the military assistance provided, all other aspects at Studio’s sole discretion. Such acknowledgment(s) shall be in keeping with industry customs and practices, shall be of the same size and font used for other similar credits in the end titles. Any inadvertent failure to accord such credit will not be a breach of this Agreement.
17. The Production Company will provide DoD with five (5) copies of all promotional and marketing materials (e.g., electronic press kits, one-sheets) for internal information and historical and public purposes in documenting DoD assistance to the production.
18. The Production Company will provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes, following the initial video release of the TV series. DoD will not exhibit these DVDs or copy them. DoD is



CBS Television Studios, a Division of CBS Studios INC., – NCIS: Episode #281 “The Lost Boys” and Episode #282 “Neverland”–
allowed to use short clips from them in official presentations for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose. In the event any talent is depicted in any such clips, DoD understands that it must, at its own expense, obtain all required authorization; clearances, consents, and releases from such talent prior to using such clips in said presentation.

19. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD project officer and assigned official technical advisor(s) and subject matter expert(s), whose activities must be consistent with their authorized additional duties. Military personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service regulations. In such cases, these conditions apply:
 - a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.
 - b. The DoD project officer will ensure that Military personnel will comply with standards of conduct regulations in accepting employment.
 - c. The Production Company is responsible for any disputes with unions governing the hiring of non-union actors or extras.
20. The Production Company may make donations or gifts in-kind to morale, welfare, and recreation programs of the military unit(s) involved; however, donations of this kind are not at all required, and are not in any manner a consideration in the determination of whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD project officer.
21. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.
22. This agreement consists of nine (9) pages which includes one (1) Attachment. Each page will be initialed by the undersigned DoD and production company representatives. Production Company shall be the sole owner of any and all rights to the TV series, in any and all media, whether now known or hereafter devised, in perpetuity, throughout the universe, including all rights granted herein, which include all rights of every kind in and to the photography and recordings made in and about the DoD Property, DoD materials, and insignia, solely in connection with the TV series. Production Company shall have the unfettered right to license, assign, and otherwise transfer any or all rights acquired in this Agreement to any person or entity. DoD will not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography or sound recordings.
23. Pursuant to the terms and conditions of this Agreement, Production Company has the right to enter locations designated by DoD and to photograph, reproduce, replicate, fictionalize, and use the real and personal property, exterior and interior premises (including the name, signs, and



CBS Television Studios, a Division of CBS Studios INC., – NCIS: Episode #281 “The Lost Boys” and Episode #282 “Neverland”–
identifying features thereof) and to bring personnel and equipment on the DoD designated premises and remove the same.

24. DoD, U.S. Coast Guard, and the Military Service seals are protected by law from unauthorized use, and these seals may NOT be used for non-official purposes. However, the Military Services may approve the use of various Military Service emblematic items as more fully set forth below. There is no such substitute for the Department of Defense Seal, and there is NO optional graphic that would represent the Department of Defense. The Office of the Assistant Secretary of Defense for Public Affairs shall act as the liaison for all Service Trademark Licensing Offices of DoD and the U.S. Coast Guard to secure appropriate approval for use of Military Service emblematic items. The DoD and its component Military Services as well as the U. S. Coast Guard use and own all rights, title, and interest in and to various names, trademarks, service marks, certification marks, collective marks, collective membership marks, and/or other words, symbols, seals, emblems, logos, insignia, patches, images, colors, uniform designs, names of battles, names of ships, aircraft, and other weapons platforms (individually and collectively and hereinafter referred to as (“DoD Indicators”). The Production Company may display DoD Indicators in the footage of the production for purposes of depicting costumes, props, and/or scenes. However, nothing in this agreement grants or is intended to grant the Production Company any ownership rights or licenses or other permissions to use any DoD Indicators in any other context. The Production Company will not register or apply to register anywhere in the world a trademark, service mark, certification mark, collective mark, and/or collective membership mark (individually and collectively “trademarks”) consisting of or containing in whole or in part any DoD Indicator. If the Production Company wishes to use DoD Indicators on or in connection with marketing and promotion of the production, product tie-ins, merchandise, souvenirs, or the like, it first must apply for and be granted an appropriate license from the appropriate DoD component or the U.S. Coast Guard Trademark Licensing Program Office. Any application by the Production Company seeking a license to use a DoD Indicator will be reviewed by the DoD component or U.S. Coast Guard according to its standard licensing policies, and decisions regarding whether to grant a license and, if so, under what terms, will be made by the DoD component or U.S. Coast Guard in accordance with existing licensing policies. In the event of any conflict between this section and any other section of this agreement, the provisions of this section control.
25. All U.S. DoD uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use still and motion photography and sound recordings of U.S. Department of Defense uniformed and civilian personnel, obtained during the course of this production, and through DoD archival sources. However, none of these materials will be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the Production Company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

(b)(6)



26. The Production Company will place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

FOR THE DEPARTMENT OF DEFENSE

FOR CBS TELEVISION STUDIOS

Signature/Date

Signature/Date

(b)(6)

Director, Entertainment Media
The Pentagon, Room 2E966
Washington, D.C. 20301-1400

Mark Horowitz
Executive Producer
NCIS Series
28343 Avenue Crocker
Valencia, CA 91355

(b)(6)



ATTACHMENT 1

The United States Department of Defense (hereinafter referred to as “DoD” acting on behalf of the United States of America, hereby agrees with Belisarius Productions, (hereinafter referred to as “Production Company”) subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a Production Company feature TV series known as “NCIS.” This contract is an attachment to the production assistance agreement between the Production Company and the DoD dated 2 September 2014.

U.S. Navy

1. Provide CBS Television Studios access to Naval Base Ventura County (NAS Point Mugu) via Gate 3 (Las Posas Gate) on April 23, 2015 for the purpose of preparing areas for picture in vicinity of 6th Street and C parking lot and NGIS Buildings 232, 233 and 234. Preparation to include cutting grass and pre-staging set dressing, production vehicles, production staff POV and production support equipment.
2. Provide CBS Television Studios access to Naval Base Ventura County (NAS Point Mugu) via Gate 3 (Las Posas Gate) on April 24, 2015 for the purpose of preparation and filming for episodes #281 and #282 in the vicinity of 6th Street and C parking lot, NGIS Buildings 232, 233 and 234 and VR-55 Hangar 34.
3. Provide CBS Television Studios access to a static VR-55 C-130 on the VR-55 flight line on 24 April 2015 for purposes of filming. C-130 provided will be configured without cargo rollers and will have aircrew and auxiliary power cart standing by for the duration of filming to support as needed, to include raising and lowering the cargo ramp.
4. NBVC PAO will designate approximately 20 sailors (Male/Female) to support production as background extras. Sailors volunteering must be on Chain of Command approved leave status and be within Navy PFA standards. The Production Company agrees to provide compensation for all participants at the higher industry rate for extras.
5. Provide additional DoD/Contracted security personnel to provide additional security for base camp on 24 April 2015 and to open Gate 3 (Las Posas Gate) from 0400-2100 (working hours 0600-1800).
Note: The Production Company agrees to all cover costs associated with augmenting base security forces in support of this production.



FOR THE DEPARTMENT OF DEFENSE

(b)(6)

[Redacted Signature/Date]

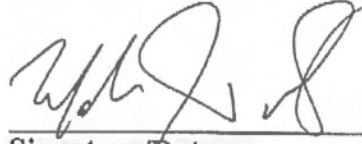
Signature/Date

(b)(6)

[Redacted Signature/Date]

Director, Entertainment Media
The Pentagon, Room 2E966
Washington, D.C. 20301-1400

FOR CBS TELEVISION STUDIOS



Signature/Date

Mark Horowitz
Executive Producer
NCIS Series
28343 Avenue Crocker
Valencia, CA 91355

(b)(6)



**U.S. DEPARTMENT OF DEFENSE
PRODUCTION ASSISTANCE AGREEMENT
DoD-2013-0222-NF-00001**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with Germ Free Productions, Inc. hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production and marketing of a feature motion picture known at this time as "*Planes*" tentatively scheduled for release in theatres in the United States on August 8, 2013 (the "Picture") and not any subsequent sequels, shorts, or other related releases (except as detailed below).

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF THE PRODUCTION AND MARKETING OF THE PRODUCTION (see Appendix A).

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. However, nothing contained herein will restrict any of the production company's rights in and to the Picture, the photography and sound recordings made hereunder (including the rights as detailed in paragraphs 6 and 12, which provisions shall remain in full force and effect); the production company's decisions with respect to the Picture and these recordings will be final. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD Project Officer. The production company will have a 72-hour period to cure, or to begin to cure such non-compliance if the same cannot be cured within such 72-hour period, after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production (but nothing contained herein shall restrict any of production company's rights in and to the photography and sound recordings made hereunder).

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her.
2. There will be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee will coordinate such standards and compliance there with. DoD will provide the production company advance notice of such safety or conduct standards upon request.
3. By approving DoD assistance for the Picture, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12 of this agreement.
4. As a condition of DoD assistance, the production company will:
 - a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims or liabilities (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of the Picture to include pre-production, post-production, and DoD-provided orientation or training. This

DoD:

Producer: (b)(6)

Prepared by (b)(6)

provision will not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property or negligence on the part of DoD, its agencies, officers, or employees. DoD shall indemnify and hold harmless production company and its affiliates and agencies, and each of their officers, directors, and employees against any claims and liabilities arising from (i) defects in DoD property or negligence on the part of DoD, its agencies, officers, or employees; (ii) the unauthorized use of any Picture materials provided to the DoD pursuant to this agreement; (iii) the alleged infringement of any third party intellectual property right by the Website in connection with the display of any Picture marketing materials pursuant to paragraph 4.d. below; and (iv) the breach of its obligations, warranties, and representations.

b. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

c. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

d. Subject to any third party rights and clearances required, allow DoD the use of production company generated publicity and marketing materials, such as production stills and electronic press kits to the extent that such use is consistent with the marketing strategy for Planes and does not appear to be an endorsement of DoD by production company (as determined by the production company in its sole discretion). These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the filming. However, some of the imagery may be viewed by the general public if posted on an open DoD web site (the "Website") or released on "The Pentagon Channel" or other publicly-accessible media source. If the DoD publicly displays any publicity and marketing materials of the Picture, the DoD must include (i) all credits, copyright notices and trademark notices, in their entirety and the display of all such publicity and marketing materials must be less than (10) minutes in total length; and (ii) promotional messaging as follows "Planes" In Theatres August 9, 2013 or "Available on DVD and Blu-Ray" and "©Disney". DoD must display all publicity and marketing materials in their entirety and may not alter or edit such materials without production company's express written consent. Therefore no DoD personnel will photograph actual filming, talent, or sets without the prior approval of the production company and the DoD shall be solely responsible for the clearance or release of any non-DoD personnel in such photographs taken by the DoD.

5. The production company will screen military-themed photography for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the marketing materials that include depictions of the military at a stage in editing when changes can be accommodated; to allow DoD to confirm the military sequences conforms to DoD standards of dignity and propriety. DoD has approved production assistance as in the best interest of DoD, based on the Fall 2012 version of the Picture. The DoD acknowledges that production company has fulfilled obligations as provided in this paragraph 5 as relates to the Picture by providing the screening of the Fall 2012 version of the Picture, and the Picture shall be deemed in compliance with this Paragraph 5. DoD agrees to keep the script and any information or documents delivered or disclosed to it concerning the script, characters, themes or plots or any other information or documents which may be disclosed to DoD confidential and shall not disclose them to any third party other than to its employees, contractors or agents who need to know such information for the purpose of DoD's performance of its obligations under this Agreement.

6. The DoD irrevocably grants to the production company and its successors and assigns the right to use and to photograph (including without limitation by means of motion picture, still or video device photography) the locations, equipment and other resources provided by DoD hereunder, including both real and personal property

DoD:
Producer: (b)(6)

Prepared by (b)(6)

and any signs located on the property (including the exterior and interior of such property and the names, logos and verbiage contained on such signs), the right to refer to the property by its correct name or any fictitious name, and the right to attribute fictitious events as occurring on the property. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions (other than release of any sequels to the motion picture known at this time as "Planes") without DoD approval. The foregoing will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto. The foregoing shall not prohibit the production company from exploiting the Picture, including all footage described hereunder, in any and all ancillary markets and media, now known or hereafter devised (including, without limitation, television, home video, interactive media and theme parks) or from using clips or stills in advertising and/or promotional and/or marketing and/or publicity materials relative thereto, in perpetuity throughout the universe and in all media now known and unknown. The rights herein granted also include the right to duplicate and/or recreate all or a portion of DoD facilities, equipment and/or other DoD resources and to use the same in the Picture and in any and all ancillary markets and media now known or hereafter devised, and in connection with any advertising and/or promotion and/or publicity in connection with any and all of the foregoing.

7. The production company will also provide an official DoD screening of the completed production in Washington, D.C., prior to public exhibition. An alternative screening location may be authorized by DoD, in negotiation with the production company. In this case, the production company will pay the travel and lodging expenses incidental to the attendance at the screening of the DoD project officer and the Director of Entertainment Media or their designees.

8. The production company will place a credit in the end titles of the Picture (and not in any marketing materials or subsequent sequels, shorts, or related releases) immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) will be in keeping with industry customs and practices, and will be of the same size and font used for other similar credits in the end titles. No casual or inadvertent failure to accord credit hereunder shall constitute a breach of this agreement.

9. The production company will provide DoD with five copies of all promotional and marketing materials (e.g., electronic press kits, one-sheets, and television advertisements) that include DoD photography and sound recordings for internal information and historical purposes in documenting DoD assistance to the production upon request by DoD.

10. The production company will provide a minimum of ten digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes, upon request by DoD, if and when such DVDs of the Picture are commercially available, if ever. DoD will not exhibit these DVDs or to copy them. However, DoD is prohibited from making these clips available to any other party for any other purpose.

11. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

12. This agreement consists of five pages including one attachment page titled "Appendix A". Each page will be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to

DoD:

Producer: (b)(6)

Prepared by (b)(6)

all photography and sound recordings made hereunder will be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company. DoD will not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography or sound recordings. This agreement may be executed in counterparts, each of which will be an original and all of which together will constitute one and the same instrument. This agreement may be executed by the parties by exchanging facsimile or other electronically transmitted signatures. This paragraph 12 shall survive the termination of this agreement.

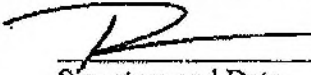
FOR THE DEPARTMENT OF DEFENSE

FOR GERM FREE PRODUCTIONS, INC.

Signature and Date

Signature and Date

(b)(6)
Director, Entertainment Media
U.S. Department of Defense
The Pentagon
Room 2E966
Washington, DC 20301-1400


David Baral, Treasurer
Germ Free Productions, Inc.
15821 Ventura Blvd #500
Encino, CA 91436

Name of DoD project officer:

(b)(6)
Navy Office of Information, West
10880 Wilshire Blvd., Suite 1220
Los Angeles, CA 90024
310-235-7481

DoD: _____
Producer: (b)(6)
Prepared by (b)(6)

Appendix A

With approval of the local chain of command and Public Affairs Officer, the production company is authorized:

1. With Commander, Naval Air Forces approval, to embark eight individuals on board USS Carl Vinson (CVN 70) for a period of 24 hours, on or about February 28, 2013 for the purpose of participating in a distinguished visitor tour;
2. To film flight operations for creative/artistic guidance in the production of the Picture and for use in promotional materials to market the Picture;
3. To film and record sound of ship's personnel as they demonstrate a boatswain's whistle for use in the Picture and in promotional materials;
4. To film the filmmakers of the Picture as they tour the ship for promotion materials to market the Picture, including but not limited to use of such materials as bonus materials in the DVD; and
5. To use officers or such other individuals designated by the DoD as military subject matter experts for script review.
6. To use Navy footage of filmmakers as they land aboard the ship and disembark the aircraft in promotional materials for the Picture.

Deviation from this schedule must be approved by the DoD-assigned Project Officer.

DoD: _____
Producer: (b)(6)

Prepared by (b)(6)

Addendum for Rise of the Machines
PAA: (DoD-20131021-0001)

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

Production company is granted use of DoD-generated and approved imagery, so long as imagery remains within defined parameters of existing PAA, DoD-20131021-0001, supporting Rise of the Machines.

(b)(6)



(b)(6)



Documentary Project Officer
Navy Office of Information West
10880 Wilshire Blvd, Suite 1220
Los Angeles, CA 90024

U.S. DEPARTMENT OF DEFENSE
TELEVISION SHOW PRODUCTION ASSISTANCE AGREEMENT
DoD-20131021-0001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with Windfall Films hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television show known at this time as Rise of the Machines.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

- Pending availability and local command approval, to film in approved spaces and interview command-designated U.S. Navy spokespersons aboard USS Ronald Reagan (CVN 76) while embarked from Oct. 30 – Nov. 2, 2013.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the Oct. 21, 2013 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative

(b)(6)

Page 1 of 4

DoD

[Signature]

impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request and will be administered by U.S. Navy personnel while production personnel embark ships or aircraft.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of Rise of the Machines. The estimated amount shall be detailed and included. The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

(a) Film crew's berthing and meals from Oct. 30 – Nov. 3 2014 (4 nights) for four personnel at an estimated cost of \$110.00 USD per night/per person.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD.

-None required-

8. By approving DoD production assistance for Rise of the Machines, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of Rise of the Machines. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

(b)(6)

DoD

Page 2 of 4

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company. Any such release of material to the general public by DoD, aside from the aforementioned DoD sources, will require Producer's prior written approval to ensure compliance with Producer's obligations to third parties (including broadcasters and distributors), such Producer approval not to be unreasonably withheld.

f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice. DoD agrees to deliver feedback within five working days of receipt of rough cut to allow project officers and local commands involved to review imagery.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed

(b)(6)

DoD

Page 3 of 4

and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of four pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of Rise of the Machines.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982

(b)(6)

DD

FOR WINDFALL FILMS

Signature and Date

Name SUSAN LEE
Title LINE PRODUCER
Mailing address 140 SHEPHERDESS WALK
LONDON N1 7LB

Page 4 of 4

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**U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-[20161004-AFT-168-1609]-[2016]**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby expresses its intent, subject to the provisions herein, to provide to RTT Productions Inc., hereinafter referred to as the "production company," the assistance itemized in this Production Assistance Agreement (Agreement) in conjunction with the production of a variety show known at this time as Rock The Troops. This Agreement expresses the terms under which DoD intends to provide assistance. This Agreement does not authorize the obligation of any United States funding, nor should it be construed as a contract, grant, cooperative agreement, other transaction, or any other form of procurement agreement.

LIST OF MILITARY RESOURCES REQUESTED TO BE PROVIDED IN SUPPORT OF PRODUCTION [or "see Attachment 1"] The DoD will make reasonable efforts to provide the assistance requested in the request for production assistance, to the extent approved by DoD, and subject to the limitations contained herein.

- Access to Joint Base Pearl Harbor-Hickam, Hickam Field
- Two C-17, two C-135, and two F-22 static displays
- Access to service members for various creative sketches (TBD)

This Agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD project officer. The production company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. If such Agreement is either suspended or terminated, the sole right of the Production Company to appeal such decision is to the DoD designee responsible for coordinating production assistance for entertainment media operations ("DoD Director of Entertainment Media"). The requirements in Department of Defense Instruction 5410.16 shall apply to this Agreement.

It is understood between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this Agreement are met. The DoD project officer or his or her designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of Rock The Troops. The DoD project officer is the military technical advisor, and all military coordination must go through him or her. The production company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involves or depicts the U.S. military.

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2. The production company will cast actors, extras, doubles, and stunt personnel portraying Service members who conform to individual Military Service regulations governing age, height and weight, uniform, grooming, appearance, and conduct standards. DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of these portrayals cannot be resolved in negotiation between the production company and DoD within the 72-hour cure period. The DoD project officer will provide written guidance specific to each Military Service being portrayed.

3. DoD has approved production assistance as in the best interest of DoD, based on the Oct. 4, 2016, version of the script to the extent agreed upon by DoD. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

4. The operational capability and readiness of the Military Components will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

5. There will be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee will coordinate such standards and compliance with DoD and will provide the production company advance notice of such safety or conduct standards upon request.

6. All DoD property or facilities damaged, used, or altered by the production company in connection with the production will be restored by the production company to the same or better condition, cleaned and free of trash, normal wear and tear excepted, as when they were made available for the production company's use.

7. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of Rock The Troops. The estimated amount will be detailed and included (e.g., "see Attachment 2," etc.). Unless otherwise agreed upon, the production company agrees to post advance payment or a letter of credit in the amount estimated to comprise the total additional DoD expenses or deposit such funds that may be reasonably necessary. The payment or letter of credit will be submitted to the military component(s) designated to provide the assistance, or to another DoD agency, as deemed appropriate by DoD.

a. DoD agrees to provide statements of charges assessed by each installation or DoD component providing assets to assist in the production within 45 days from the last day of the month in which filming is completed.

b. The production company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred,

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Production Company 

including, but not limited to fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within 45 days from the last day of the month in which filming is completed.

8. The production company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD project officer, the DoD Director of Entertainment Media or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099.

For each of these individuals, the production company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.

b. A full-size vehicle (with fuel and with loss, damage, and collision automobile insurance paid for by the production company) for his or her personal use during the filming, including for his or her stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided.

c. Hotel accommodations equivalent to those provided to the production company's crew.

d. A dedicated, on-location trailer room or other comparable work space with full Internet access, desk, seating, and ensuite toilet.

9. By approving DoD production assistance for Rock The Troops, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in this Agreement (e.g. Paragraphs 12-13).

10. As a condition of DoD assistance, the production company will:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of Rock The Troops, to include pre-production, post-production, and DoD-provided orientation or training. This provision will not in any event require production company to indemnify or hold harmless DoD, its agencies, officers and/or employees from or against any claims arising from defects in DoD property or negligence on the part of DoD, its agencies, officers, or employees.

DoD

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Production Company 

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials may be used to show DoD viewers how DoD is assisting in the production; such materials may be viewed by the general public if posted on an open DoD Web site or other publicly-accessible media source. Therefore, no DoD personnel will photograph actual filming, talent, or sets without the prior approval of the production company.

11. The production company will provide the DoD project officer with whatever internal communications equipment it is supplying to production company crew members to communicate on the set during production of military-themed sequences. The production company will also supply the DoD project officer with earphones to monitor military-themed dialogue and other sound recording during these periods.

12. The production company will screen for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated to allow DoD to confirm the military sequences conform to the agreed script treatment, or narrative description; to preclude release or disclosure of sensitive, security-related, or classified information; and to ensure that the privacy of DoD personnel is not violated. Should DoD determine that material in the production compromises any of the preceding concerns, DoD will alert the production company of the material, and the production company will remove the material from the production. The production company will bear the travel, lodging, per diem, and incidental expenses incurred in transporting the DoD project officer and the DoD Director of Entertainment Media, or their designees, to the location where the screening is held.

13. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, Web content, home video and theme parks) or from using clips in promotional material relative thereto.

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Production Company 

14. The production company will place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) will be in keeping with industry customs and practices, and will be of the same size and font used for other similar credits in the end titles.

15. The production company will provide DoD with five copies of all promotional and marketing materials (e.g., electronic press kits, one-sheets, and television advertisements) for internal information and historical purposes in documenting DoD assistance to the production.

16. The production company will provide a minimum of ten digital videodisc (DVD) copies of the completed production to DoD for internal briefings and for historical purposes, by overnight shipment to arrive the day following the first domestic airing or commercial distribution of the production. DoD will not exhibit these DVDs publicly or copy them; however, DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance, for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose.

17. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD project officer and assigned official technical advisor(s), whose activities must be consistent with their authorized additional duties. DoD personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service or Department regulations. In such cases, these conditions apply:

a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.

b. The DoD project officer will ensure that DoD personnel will comply with standards of conduct regulations in accepting employment.

c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

18. The production company may make donations or gifts in-kind to morale, welfare, and recreation programs of the military unit(s) involved; however, donations of this kind are not at all required, and are not in any manner a consideration in the determination of whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD project officer and must comply with law and DoD policies.

19. The undersigned parties warrant that they have the authority to enter into this Agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

DoD

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Production Company 

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attachments

20. This Agreement consists of six pages including no. Each page will be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

FOR RTT PRODUCTIONS INC.

(b)(6)

Signature and Date

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

WU Oct. 6, 2016
Signature and Date

Bill Urban
Producer
12400 Wilshire Blvd. Suite 1275
Los Angeles, CA 90025

DoD (b)(6)

Production Company *W*



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD20130911-00002

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with HRTV, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as Saratoga War Horse.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With local command approval and escort, to interview commanding officer or designated official, of Naval Support Activity Saratoga Springs regarding Saratoga War Horse.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the September 11, 2013 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

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Production Company 

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of Saratoga War Horse. The estimated amount shall be detailed and included. The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company shall provide:

a. Round-trip air transportation and ground transfers to the production location (s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.

b. Hotel accommodations equivalent to those provided to the production company's crew.

8. By approving DoD production assistance for [enter title of production] , DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of Saratoga War Horse. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at

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Production Company 

its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.


f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company

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Production Company 

from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of four pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of Saratoga War Horse.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date *12/10*

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

(b)(6)

FOR HRTV

Signature and Date

Name: [production representative]

Amy J. Zimmerman
Executive Producer - HRTV

Title and Address

285 W. Huntington Dr.
Arcadia, CA 91007

Production Company *[Signature]*



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20140224-D-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with K2 Communications, El Segundo, CA hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary feature film known at this time as "SEAPOWER - 3D IMAX Experience."

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6), is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military. Services and commands may assign additional project officers supporting the DoD project officer to facilitate coordination including members of the U.S. Navy, U.S. Marine Corps, U.S. Merchant Marine, Military Sealift Command, and the U.S. Coast Guard as necessary to develop the film.
2. DoD has approved production assistance as in the best interest of DoD, based on the February 24, 2014 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

Background

On 14 August 2013, the Navy's CHINFO approved research, scouting and advance logistics coordination between NAVINFOWEST and K2 Communications to prepare for the IMAX feature film treatment and pre-planning production. The IMAX film along with its unique distribution channels and long shelf life stand to provide the Navy, Marine Corps and their stakeholders with an epic cinematography experience showcasing the broad range of modern

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Production Company *PK*

military missions, ships and aircraft and the highly-trained technically-savvy men and women who perform them in Air, Surface, Submarine and Amphibious warfare around the globe.

Primary filming will take place at TBA scheduled military events in a not-to-interfere-with-mission basis between June 2014 and June 2015 (USN and USMC will evaluate opportunities, coordinate internal approvals and provide addendums for execution). Additional filming is authorized to be coordinated through TYCOMS at supporting Navy and Marine Corps installations in the Southern California operating area, or when necessary at other DoD locations to film approved unique ships, planes or aircraft not available locally.

CHINFO's approval is accompanied by the full-range of USN support utilizing NAVINFOWEST to lead the pre and post coordination through appropriate public affairs staffs from Commander, U. S. Fleet Forces Command; Commander, U.S. Pacific Fleet; Commander, U.S. Pacific Air Forces; Commander, U.S. Surface Forces Pacific; Commander, Submarine Forces Pacific, and Commander, Third Fleet and designated ships and aircraft.

USMC participation will be requested through the Director of the Marine Corps Motion Picture and Television Liaison Office.

NAVY LEAGUE/K2 COMMUNICATIONS PROPOSED TREATMENT & APPROACH

The type and scope of military threats to the security of the U.S. and its allies have changed dramatically in the post 9/11 environment of the 21st century, making the U.S. Navy and its Marine Corps partner's mission to protect and defend more complex and challenging than ever before.

Potential enemies are developing new and more sophisticated weaponry, nuclear submarines, and other ships of war, while terrorist organizations are devising new and different suicide and other missions with small craft that can inflict great damage in shallow waters. Pirates threaten commercial shipping lanes, and drug lords ship their illegal contraband in our territorial waters.

Keenly aware of the ever evolving new threats, the Navy has responded with a strategy (Navy 21) to meet these new challenges, including the development of new assets which can deal with them most effectively. Unfortunately, neither the congress nor the public is sufficiently informed of the nature or seriousness of these new threats, which has been a factor in eroding the strong support our military needs keep us safe and secure.

Proposal

The "SEAPOWERS - 3D IMAX Experience" documentary film will educate key domestic and global audiences regarding the challenges of addressing the significantly different and varied new military challenges of the post 9/11 world.

K2 Communications requests to establish the framework and epic grandeur imagery of the film for the audience by showcasing the modern Navy and Marine Corps team within the

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Production Company 

most spectacular and comprehensive of multi-nation maritime training exercises (RIMPAC 2014 off Oahu, Hawaii).

K2 Communications intends to seamlessly introduce the audience to the quality, professionalism, and variety of skill sets of Sailors and Marines, from line and staff officers to technicians, from carrier pilots to deckhands, and from senior officers to enlisted special ops as they carry out their duties with honor, courage, commitment and professionalism.

As with prior K2 Communications' military themed films (Fighter Pilot and Rescue), K2 requests access and escort to conduct interviews with active duty personnel to develop an on-camera narrative that explores their missions, jobs and training while developing the larger storyline of air, surface, sub-surface and amphibious operations superiority.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

- Escorted access to Navy for scouts, production filming and interviews
- Escorted access to regional exercises and work-ups featuring opportunities to demonstrate the modern Navy platforms, weapons systems, operators in action
- Coordination with RIMPAC exercise leads and planning staffs to ensure International partners incorporated in filming and approvals
- Coordinate with NAVAIR, NAVSEA and SPAWAR officials for incoming high technology systems (eg., X-47, RAILGUN, LASERS)
- Military air (rotary/fixed wing) as available for coordination and cross-decking within CSG during exercises for filming and transportation of crews from ship to shore.
- Advisers for civilian air and air space coordination and deconfliction during aerals
- Independence and Freedom class of LCS pierside and underway, simulator
- DDG 1000 Zumwalt class destroyer sea trials
- Fast attack and ballistic missile submarines (unclas) pierside and underway
- Nimitz and Ford-class carriers underway, flight ops
- Big deck amphibious ships with compliment of small craft
- Navy aviators (multiple fixed wing and rotary aircraft, squadrons and deployed, training and work ups, possibly F35 B and C)
- Navy F/A 18 Super Hornet ground and flight operations
- Visit, Board, Search and Seizure small boat ops
- MSC UNREP/VERTREP including transfer of fuel/ammunition/stores
- MPS squadron fully-loaded transiting
- Humanitarian and Disaster Relief Mission Medical/Dental opportunities
- Naval Construction Force (Seabee) opportunities
- Navy Special Forces training opportunities
- Ballistic Missile Defense (BMD) capability opportunities

SIGNIFICANT EXERCISE OPPORTUNITIES AT RIMPAC 2014

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Production Company 

- Prior 27 Jun Forces arrive Hawaii
- 27 Jun – 07 Jul Harbor Phase
- 08-24 Jul Force Integration Phase
 - 08-09 Jul - Ship's sail
 - 08-19 Jul - Serialized training
 - 20-24 Jul - Advanced integration trg
- 25 Jul PHOTOEX
- 26 – 29 Jul Freeplay Phase
- 30-31 Jul Replenishment / return to port

Production Planning Timeline (tentative)

March - April, 2014..... Pre-production, RIMPAC planning

June - August 2014 Primary shooting window RIMPAC

August 2014 – March, 2015..... Primary shooting window Southern California OPS

April – August 2015 Post-production

Fall - 2015 World Premiere/film release

3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

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Production Company *RK*

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of "SEAPOWERS - 3D IMAX Experience." The estimated amount shall be detailed and included.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company shall provide:

8. By approving DoD production assistance for "SEAPOWERS - 3D IMAX Experience," DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of "SEAPOWERS - 3D IMAX Experience." This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These

DoD (b)(6)

Production Company *PK*

materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations

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Production Company *RK*

by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

"SEAPOWERS - 3D IMAX Experience" Distribution Targets.

Theatrical Venue Opportunities: 250 giant screen theaters worldwide that play documentary films (120 in U.S.).

The film will be cut into different lengths to meet the requirements of different viewing audiences. The average theater booking is for 6 months or longer at predominantly science and aviation museums with educational missions.

150 specialty theater opportunities. Growing number of digital 3D large format theaters in smaller aviation and science institutions, theme parks, and full dome planetariums showing documentary films. Opportunities for commercial digital 3D Theaters (special engagements).

Military-themed museums.

Domestic and global 2D, HD and 3D TV networks in 60+ countries.

DVD: Standard and Blu-Ray (HD and HD 3D)

Internet streaming and downloads, eg. Hulu, Netflix, iTunes

Airline Entertainment networks, and airports.

SCHOOLS. Education outreach in the schools for Science, Technology, Engineering and Math (STEM) program as film content will provide basis for companion education materials for classroom use to inspire students who attend the film on field trips (roughly 20% of most museums' audience). Materials posted on film web site.

Recruitment. Potential Navy/Marine recruitment activities.

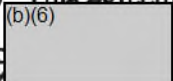
Social media. Short form clips from film and film productions for You Tube, Yahoo, military affinity sites, Facebook posts.


Mobile. Film trailer and short form content distribution.

VIP launch events, media previews, publicity as film rolls out.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of eight pages. Each page shall be initialed by the undersigned

Dc 

Production Company 

DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of "SEAPOWER - 3D IMAX Experience."

FOR THE DEPARTMENT OF DEFENSE,

(b)(6)

Signature and Date

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DoD Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR K2 Communications

Robert Kresser

Signature and Date

Name *Robert T Kresser*
Title *CEO*
Address *880 Apollo St.*

El Segundo, Ca. 90245

DoD

(b)(6)

RK-2/24/14

Production Company

RK



U.S. DEPARTMENT OF DEFENSE
PRODUCTION ASSISTANCE AGREEMENT
DoD-2016-0826-NT0001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby expresses its intent, subject to the provisions herein, to provide to Danni Productions, LLC, hereinafter referred to as the "production company," the assistance itemized in this Production Assistance Agreement (Agreement) in conjunction with the production of a television series known at this time as "NCIS: New Orleans." This Agreement expresses the terms under which DoD intends to provide assistance. This Agreement does not authorize the obligation of any United States funding, nor should it be construed as a contract, grant, cooperative agreement, other transaction, or any other form of procurement agreement.

LIST OF MILITARY RESOURCES REQUESTED TO BE PROVIDED IN SUPPORT OF PRODUCTION:

1. NAVINFOWEST will make reasonable efforts to coordinate all logistics requests through Navy Region SE Public Affairs to include location scouting, set design and familiarization access to DoD property in the JRB New Orleans and Navy installations Southeast Region. All requests to DoD and USN bases, ships, squadrons, units/commands will be coordinated by the NAVINFOWEST project officer through the region and base Public Affairs Officers and security staffs, always subject to local commanding officer's consent and approvals/guidance and execution in a not-to-interfere-with-missions basis and at no additional cost to the government. Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
2. This Agreement is intended to provide formal guidance to Navy commands supporting the DoD project officer for the entire season of filming. Adherence to reflecting Navy core values (Honor, Courage and Commitment) in every episode are to be considered red lines and must include appropriate adjudication/accountability. "Red lines" include military portrayals of discrimination on the basis of race, age, color and creed; egregious violations of the Uniformed Code of Military Justice; espionage; mutiny, etc.
3. With regards to production assistance for "NCIS: New Orleans" episode #305 currently titled "Course Correction," the DoD project officer will work with NAS JRB Belle Chasse public affairs staff to coordinate production support logistics. Anticipated support to include access to NAS JRB Belle Chasse to film agreed upon scenes from episode #305 in and around a static C-130 and hangar bay provided by VR-54. This access and support will be provided on or about 1 and 2 September 2016.

The DoD will make reasonable efforts to provide the assistance requested in the request for production assistance, to the extent approved by DoD, and subject to the limitations contained herein.

This Agreement is subject to revocation due to non-compliance with the terms herein, with the

DoD (b)(6)

possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD project officer. The production company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. If such Agreement is either suspended or terminated, the sole right of the production company to appeal such decision is to the DoD designee responsible for coordinating production assistance for entertainment media operations ("DoD Director of Entertainment Media"). However, in no event shall the DoD be entitled to rescind, interfere, and/or enjoin production company's ownership, use, production, broadcast, exhibition, distribution, marketing, advertising, publicity, promotion or other exploitation of the rights granted it and/or any material produced hereunder and nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings will be final. The requirements in Department of Defense Instruction 5410.16 shall apply to this Agreement.

It is understood between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this Agreement are met. The DoD project officer or his or her designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of "NCIS: New Orleans." The DoD project officer is the military technical advisor, and all military coordination must go through him or her. The production company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involves or depicts the U.S. military.
2. The production company will cast actors, extras, doubles, and stunt personnel portraying Service members who conform to individual Military Service regulations governing age, height and weight, uniform, grooming, appearance, and conduct standards. DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of these portrayals cannot be resolved in negotiation between the production company and DoD within the 72-hour cure period. The DoD project officer will provide written guidance specific to each Military Service being portrayed; provided, however in the event of disagreement, the production company's decisions shall be final and binding but the DoD may elect to terminate any future DoD assistance to the production company in connection with "NCIS: New Orleans" (but nothing contained herein shall restrict any of production company's rights in and to the photography and sound recordings made hereunder).
3. DoD has approved production assistance as in the best interest of DoD, based on a review by NAVINFOWEST, NCIS Communications Directorate and OSD of each episode. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before "NCIS: New Orleans" is exhibited to the public. The production company agrees to advise the DoD project officer of these changes, including those that may be made during post-production;

DoD (b)(6)

provided, however, in the event of disagreement, the production company's decisions with respect to such changes, if any, shall be final and binding; provided, further that in the event of a disagreement, the DoD may elect to terminate any future assistance to the production company in connection with "NCIS: New Orleans" (but nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder).

4. The operational capability and readiness of the Military Components will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

5. There will be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee will coordinate such standards and compliance therewith. DoD will provide the production company advance notice of such safety or conduct standards upon request.

6. All DoD property or facilities damaged, used, or altered by the production company in connection with the production will be restored by the production company to the same or better condition, cleaned and free of trash, normal wear and tear excepted, as when they were made available for the production company's use.

7. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of "NCIS: New Orleans." The estimated amount will be detailed and included in a PAA Addendum or official correspondence leading up to production support. Unless otherwise agreed upon, the production company agrees to post advance payment or a letter of credit in the amount estimated to comprise the total additional DoD expenses or deposit such funds that may be reasonably necessary. The payment or letter of credit will be submitted to the military component(s) designated to provide the assistance, or to another DoD agency, as deemed appropriate by DoD.

a. DoD agrees to provide statements of charges assessed by each installation or DoD component providing assets to assist in the production within 45 days from the last day of the month in which filming is completed. Reimbursements are to be restored to each specific account from which they are drawn to assist the production company.

b. The production company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, including, but not limited to, fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within 45 days from the last day of the month in which filming is completed.

DoD (b)(6)

8. The production company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD project officer, the DoD Director of Entertainment Media or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099.

For each of these individuals, the production company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.

b. A full-size vehicle (with fuel and with loss, damage, and collision automobile insurance paid for by the production company) for his or her personal use during the filming, including for his or her stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided.

c. Hotel accommodations equivalent to those provided to the production company's crew.

d. A dedicated, on-location trailer room or other comparable work space with full Internet access, desk, seating, and ensuite toilet.

9. By approving DoD production assistance for "NCIS: New Orleans," DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in this Agreement (e.g. Paragraphs 12-13).

10. As a condition of DoD assistance, the production company will:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and reasonable outside attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of "NCIS: New Orleans," to include pre-production, post-production, and DoD-provided orientation or training. This provision will not in any event require production company to indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and/or negligence and/or willful misconduct on the part of DoD, its agencies, officers, or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

DoD (b)(6)

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and, on a case by case basis, upon the DoD's request, to make best efforts to allow DoD the use of production company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials are for the purposes of communicating how DoD is assisting in the production. However some of the imagery may be viewed by the general public if posted on an open DoD web site or other publicly-accessible media source, which imagery will not be posted on any DoD Media until after the initial network broadcast of the episodes of "NCIS: New Orleans." Either at the time DoD has provided production assistance to production company or shortly thereafter, both production company and DoD public affairs personnel will work together on making a determination of when will be an appropriate time to make such imagery available on the DoD website or on other publicly-accessible media. Therefore, no DoD personnel will photograph actual filming, talent, or sets without the prior approval of the production company.

11. The production company will provide the DoD project officer with whatever internal communications equipment it is supplying to production company crew members to communicate on the set during production of military-themed sequences. The production company will also supply the DoD project officer with earphones to monitor military-themed dialogue and other sound recording during these periods.

12. The production company will screen for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the military themed footage at a stage in editing when changes can be accommodated to allow DoD to confirm the military sequences conforms to the agreed script treatment, or narrative description, but only to the extent required to allow DoD to confirm that the tone of the military sequence substantially conforms to the scripted sequence agreed upon by DoD and/or that material in the production does not release or disclose sensitive, security-related, or classified information; provided, however, in the event of disapproval by the DoD, the production company's decisions with respect to such changes, if any, shall be final and binding; provided further, that in the event of a disapproval the DoD may elect to terminate any future assistance to the production company in connection with "NCIS: New Orleans" (but nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder). Notwithstanding the foregoing, should DoD determine that material in the production releases or discloses sensitive, security-related, or classified information, the production company will remove the material from the production.

DoD (b)(6)

13. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

14. The production company will also provide the DoD project officer and the Director of Entertainment Media in Washington, D.C., or their designees, with a screening DVD copy of the completed production, prior to its public exhibition.

15. The production company will use best efforts to place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided, all other aspects at production company's sole discretion. Such acknowledgment(s) will be in keeping with industry customs and practices, and will be of the same size and font used for other similar credits in the end titles. Any inadvertent failure to accord such credit will not be a breach of this Agreement.

16. On a case by case basis, upon the DoD's request, the production company will make best efforts to provide DoD with available promotional and marketing materials (e.g., electronic press kits, one-sheets, and television advertisements) for internal information and historical purposes in documenting DoD assistance to the production.

17. The production company will provide a minimum of five (5) digital videodisc (DVD) copies of the completed production to DoD for internal briefings and for historical purposes, following the initial network broadcast of "NCIS: New Orleans." DoD will not exhibit these DVDs publicly or copy them; however, DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance, for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose. In the event any talent is depicted in any such clips, DoD understands that it must, at its own expense, obtain all required authorization, clearances, consents, and releases from such talent prior to using such clips in said presentation.

18. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD project officer and assigned official technical advisor(s), whose activities must be consistent with their authorized additional duties. DoD personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service or Department regulations. In such cases, these conditions apply:

a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.

DoD (b)(6)

b. The DoD project officer will ensure that DoD personnel will comply with standards of conduct regulations in accepting employment.

c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

19. The production company may make donations or gifts in-kind to morale, welfare, and recreation programs of the military unit(s) involved; however, donations of this kind are not at all required, and are not in any manner a consideration in the determination of whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD project officer and must comply with law and DoD policies.

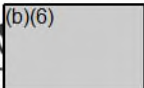
20. The undersigned parties warrant that they have the authority to enter into this Agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

21. This Agreement consists of eight (8) pages. Each page will be initialed by the undersigned DoD and production company representatives. Production company shall be the sole owner of any and all rights to "NCIS: New Orleans," in any and all media, whether now known or hereafter devised, in perpetuity, throughout the universe, including all rights granted herein, which include all rights of every kind in and to the photography and recordings made in and about the DoD Property, DoD materials, and insignia, solely in connection with "NCIS: New Orleans." Production company shall have the unfettered right to license, assign, and otherwise transfer any or all rights acquired in this Agreement to any person or entity. DoD will not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography or sound recordings.

22. Pursuant to the terms and conditions of this Agreement, production company has the right to enter location designated by DoD and to photograph, reproduce, replicate, fictionalize, and use the real and personal property, exterior and interior premises (including the name, signs, and identifying features thereof) and to bring personnel and equipment on the DoD designated premises and remove the same.

23. DoD and Military Service seals are protected by law from unauthorized use, but these seals and or various emblematic devices may be used in this production for technical accuracy. Whether such use is appropriate will be determined by the Office of the Assistant Secretary of Defense for Public Affairs, in consultation with the Military Services. The Agreement in no way grants the production company any ownership rights or licenses or other permissions to use any DoD seals, emblems, or other identifying indicators for any purpose other than in this production.

24. All on duty U.S. DoD personnel who are photographed or sound recorded are precluded from receiving any compensation from the production company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story, or other rights for any purpose. By this Agreement, DoD

DoD  (b)(6)

grants to production company a general release to use still and motion photography and sound recordings of on duty U.S. Department of Defense personnel, obtained during the course of this production, and through DoD archival sources. However, none of these materials will be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

Name of DoD Representative:

(b)(6)

Title and Address

Pentagon Rm 2E906
Wash DC 20301-1400

FOR DANNI PRODUCTIONS, LLC

Joseph Zolfo - 8/26/16
Signature and Date

Name of Production Company Representative:

Joseph Zolfo

Producer, 800 distributors Row
Title and Address
Harahan, LA 70123

DoD

(b)(6)

Production Company

[Signature]

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>Donni Productions, LLC</u>	
	2 Business name/disregarded entity name, if different from above <u>8</u>	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) <u>800 Distributors Row, 2nd Floor</u>	Requester's name and address (optional)
	6 City, state, and ZIP code <u>Houma, LA 70123</u>	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.


Social security number				
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Employer identification number				
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27	-	3774	074	

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 ▶ <u></u>	Date ▶ <u>8/26/16</u>
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or 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. See *What is FATCA reporting?* on page 2 for further information.



U.S. DEPARTMENT OF DEFENSE
PRODUCTION ASSISTANCE AGREEMENT
DoD-2016-0826-NT0001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby expresses its intent, subject to the provisions herein, to provide to Danni Productions, LLC, hereinafter referred to as the "production company," the assistance itemized in this Production Assistance Agreement (Agreement) in conjunction with the production of a television series known at this time as "NCIS: New Orleans." This Agreement expresses the terms under which DoD intends to provide assistance. This Agreement does not authorize the obligation of any United States funding, nor should it be construed as a contract, grant, cooperative agreement, other transaction, or any other form of procurement agreement.

LIST OF MILITARY RESOURCES REQUESTED TO BE PROVIDED IN SUPPORT OF PRODUCTION:

1. NAVINFOWEST will make reasonable efforts to coordinate all logistics requests through Navy Region SE Public Affairs to include location scouting, set design and familiarization access to DoD property in the JRB New Orleans and Navy installations Southeast Region. All requests to DoD and USN bases, ships, squadrons, units/commands will be coordinated by the NAVINFOWEST project officer through the region and base Public Affairs Officers and security staffs, always subject to local commanding officer's consent and approvals/guidance and execution in a not-to-interfere-with-missions basis and at no additional cost to the government. Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
2. This Agreement is intended to provide formal guidance to Navy commands supporting the DoD project officer for the entire season of filming. Adherence to reflecting Navy core values (Honor, Courage and Commitment) in every episode are to be considered red lines and must include appropriate adjudication/accountability. "Red lines" include military portrayals of discrimination on the basis of race, age, color and creed; egregious violations of the Uniformed Code of Military Justice; espionage; mutiny, etc.
3. With regards to production assistance for "NCIS: New Orleans" episode #305 currently titled "Course Correction," the DoD project officer will work with NAS JRB Belle Chasse public affairs staff to coordinate production support logistics. Anticipated support to include access to NAS JRB Belle Chasse to film agreed upon scenes from episode #305 in and around a static C-130 and hangar bay provided by VR-54. This access and support will be provided on or about 1 and 2 September 2016.

The DoD will make reasonable efforts to provide the assistance requested in the request for production assistance, to the extent approved by DoD, and subject to the limitations contained herein.

This Agreement is subject to revocation due to non-compliance with the terms herein, with the

DoD (b)(6)

possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD project officer. The production company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. If such Agreement is either suspended or terminated, the sole right of the production company to appeal such decision is to the DoD designee responsible for coordinating production assistance for entertainment media operations ("DoD Director of Entertainment Media"). However, in no event shall the DoD be entitled to rescind, interfere, and/or enjoin production company's ownership, use, production, broadcast, exhibition, distribution, marketing, advertising, publicity, promotion or other exploitation of the rights granted it and/or any material produced hereunder and nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings will be final. The requirements in Department of Defense Instruction 5410.16 shall apply to this Agreement.

It is understood between DoD and the production company that:

1. The DoD project officer, (b)(6), is the official DoD representative responsible for ensuring that the terms of this Agreement are met. The DoD project officer or his or her designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of "NCIS: New Orleans." The DoD project officer is the military technical advisor, and all military coordination must go through him or her. The production company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involves or depicts the U.S. military.
2. The production company will cast actors, extras, doubles, and stunt personnel portraying Service members who conform to individual Military Service regulations governing age, height and weight, uniform, grooming, appearance, and conduct standards. DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of these portrayals cannot be resolved in negotiation between the production company and DoD within the 72-hour cure period. The DoD project officer will provide written guidance specific to each Military Service being portrayed; provided, however in the event of disagreement, the production company's decisions shall be final and binding but the DoD may elect to terminate any future DoD assistance to the production company in connection with "NCIS: New Orleans" (but nothing contained herein shall restrict any of production company's rights in and to the photography and sound recordings made hereunder).
3. DoD has approved production assistance as in the best interest of DoD, based on a review by NAVINFOWEST, NCIS Communications Directorate and OSD of each episode. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before "NCIS: New Orleans" is exhibited to the public. The production company agrees to advise the DoD project officer of these changes, including those that may be made during post-production;

DoD (b)(6)



provided, however, in the event of disagreement, the production company's decisions with respect to such changes, if any, shall be final and binding; provided, further that in the event of a disagreement, the DoD may elect to terminate any future assistance to the production company in connection with "NCIS: New Orleans" (but nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder).

4. The operational capability and readiness of the Military Components will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

5. There will be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee will coordinate such standards and compliance therewith. DoD will provide the production company advance notice of such safety or conduct standards upon request.

6. All DoD property or facilities damaged, used, or altered by the production company in connection with the production will be restored by the production company to the same or better condition, cleaned and free of trash, normal wear and tear excepted, as when they were made available for the production company's use.

7. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of "NCIS: New Orleans." The estimated amount will be detailed and included in a PAA Addendum or official correspondence leading up to production support. Unless otherwise agreed upon, the production company agrees to post advance payment or a letter of credit in the amount estimated to comprise the total additional DoD expenses or deposit such funds that may be reasonably necessary. The payment or letter of credit will be submitted to the military component(s) designated to provide the assistance, or to another DoD agency, as deemed appropriate by DoD.

a. DoD agrees to provide statements of charges assessed by each installation or DoD component providing assets to assist in the production within 45 days from the last day of the month in which filming is completed. Reimbursements are to be restored to each specific account from which they are drawn to assist the production company.

b. The production company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, including, but not limited to, fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within 45 days from the last day of the month in which filming is completed.

DoD (b)(6)

8. The production company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD project officer, the DoD Director of Entertainment Media or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099.

For each of these individuals, the production company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.

b. A full-size vehicle (with fuel and with loss, damage, and collision automobile insurance paid for by the production company) for his or her personal use during the filming, including for his or her stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided.

c. Hotel accommodations equivalent to those provided to the production company's crew.

d. A dedicated, on-location trailer room or other comparable work space with full Internet access, desk, seating, and ensuite toilet.

9. By approving DoD production assistance for "NCIS: New Orleans," DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in this Agreement (e.g. Paragraphs 12-13).

10. As a condition of DoD assistance, the production company will:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and reasonable outside attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of "NCIS: New Orleans," to include pre-production, post-production, and DoD-provided orientation or training. This provision will not in any event require production company to indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and/or negligence and/or willful misconduct on the part of DoD, its agencies, officers, or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

DoD (b)(6)

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and, on a case by case basis, upon the DoD's request, to make best efforts to allow DoD the use of production company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials are for the purposes of communicating how DoD is assisting in the production. However some of the imagery may be viewed by the general public if posted on an open DoD web site or other publicly-accessible media source, which imagery will not be posted on any DoD Media until after the initial network broadcast of the episodes of "NCIS: New Orleans." Either at the time DoD has provided production assistance to production company or shortly thereafter, both production company and DoD public affairs personnel will work together on making a determination of when will be an appropriate time to make such imagery available on the DoD website or on other publicly-accessible media. Therefore, no DoD personnel will photograph actual filming, talent, or sets without the prior approval of the production company.

11. The production company will provide the DoD project officer with whatever internal communications equipment it is supplying to production company crew members to communicate on the set during production of military-themed sequences. The production company will also supply the DoD project officer with earphones to monitor military-themed dialogue and other sound recording during these periods.

12. The production company will screen for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the military themed footage at a stage in editing when changes can be accommodated to allow DoD to confirm the military sequences conforms to the agreed script treatment, or narrative description, but only to the extent required to allow DoD to confirm that the tone of the military sequence substantially conforms to the scripted sequence agreed upon by DoD and/or that material in the production does not release or disclose sensitive, security-related, or classified information; provided, however, in the event of disapproval by the DoD, the production company's decisions with respect to such changes, if any, shall be final and binding; provided further, that in the event of a disapproval the DoD may elect to terminate any future assistance to the production company in connection with "NCIS: New Orleans" (but nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder). Notwithstanding the foregoing, should DoD determine that material in the production releases or discloses sensitive, security-related, or classified information, the production company will remove the material from the production.

DoD (b)(6)

13. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

14. The production company will also provide the DoD project officer and the Director of Entertainment Media in Washington, D.C., or their designees, with a screening DVD copy of the completed production, prior to its public exhibition.

15. The production company will use best efforts to place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided, all other aspects at production company's sole discretion. Such acknowledgment(s) will be in keeping with industry customs and practices, and will be of the same size and font used for other similar credits in the end titles. Any inadvertent failure to accord such credit will not be a breach of this Agreement.

16. On a case by case basis, upon the DoD's request, the production company will make best efforts to provide DoD with available promotional and marketing materials (e.g., electronic press kits, one-sheets, and television advertisements) for internal information and historical purposes in documenting DoD assistance to the production.

17. The production company will provide a minimum of five (5) digital videodisc (DVD) copies of the completed production to DoD for internal briefings and for historical purposes, following the initial network broadcast of "NCIS: New Orleans." DoD will not exhibit these DVDs publicly or copy them; however, DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance, for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose. In the event any talent is depicted in any such clips, DoD understands that it must, at its own expense, obtain all required authorization, clearances, consents, and releases from such talent prior to using such clips in said presentation.

18. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD project officer and assigned official technical advisor(s), whose activities must be consistent with their authorized additional duties. DoD personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service or Department regulations. In such cases, these conditions apply:

a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.

DoD (b)(6)

b. The DoD project officer will ensure that DoD personnel will comply with standards of conduct regulations in accepting employment.

c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

19. The production company may make donations or gifts in-kind to morale, welfare, and recreation programs of the military unit(s) involved; however, donations of this kind are not at all required, and are not in any manner a consideration in the determination of whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD project officer and must comply with law and DoD policies.

20. The undersigned parties warrant that they have the authority to enter into this Agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

21. This Agreement consists of eight (8) pages. Each page will be initialed by the undersigned DoD and production company representatives. Production company shall be the sole owner of any and all rights to "NCIS: New Orleans," in any and all media, whether now known or hereafter devised, in perpetuity, throughout the universe, including all rights granted herein, which include all rights of every kind in and to the photography and recordings made in and about the DoD Property, DoD materials, and insignia, solely in connection with "NCIS: New Orleans." Production company shall have the unfettered right to license, assign, and otherwise transfer any or all rights acquired in this Agreement to any person or entity. DoD will not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography or sound recordings.

22. Pursuant to the terms and conditions of this Agreement, production company has the right to enter location designated by DoD and to photograph, reproduce, replicate, fictionalize, and use the real and personal property, exterior and interior premises (including the name, signs, and identifying features thereof) and to bring personnel and equipment on the DoD designated premises and remove the same.

23. DoD and Military Service seals are protected by law from unauthorized use, but these seals and or various emblematic devices may be used in this production for technical accuracy. Whether such use is appropriate will be determined by the Office of the Assistant Secretary of Defense for Public Affairs, in consultation with the Military Services. The Agreement in no way grants the production company any ownership rights or licenses or other permissions to use any DoD seals, emblems, or other identifying indicators for any purpose other than in this production.

24. All on duty U.S. DoD personnel who are photographed or sound recorded are precluded from receiving any compensation from the production company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story, or other rights for any purpose. By this Agreement, DoD

DoD (b)(6)

grants to production company a general release to use still and motion photography and sound recordings of on duty U.S. Department of Defense personnel, obtained during the course of this production, and through DoD archival sources. However, none of these materials will be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

Name of DoD Representative:

(b)(6)

Title and Address

Pentagon Rm 2E906
Wash DC 20301-1400

FOR DANNI PRODUCTIONS, LLC

Joseph Zolfo 8/26/16
Signature and Date

Name of Production Company Representative:

Joseph Zolfo

Producer, 800 distributors Row
Title and Address
Harrahcum, LA 70123

DoD

(b)(6)

Production Company

[Signature]

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>Donni Productions, LLC</u>	
	2 Business name/disregarded entity name, if different from above <u>8</u>	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <u>800 Distributors Row, 2nd Floor</u>	Requester's name and address (optional)
	6 City, state, and ZIP code <u>Houma, LA 70123</u>	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.


Social security number				
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or				
Employer identification number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;">27</td> <td style="width: 25%;">-</td> <td style="width: 25%;">3774</td> <td style="width: 25%;">074</td> </tr> </table>	27	-	3774	074
27	-	3774	074	

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 ▶ <u></u>	Date ▶ <u>8/26/16</u>
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or 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. See *What is FATCA reporting?* on page 2 for further information.



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20150130-ND-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with Pilgrim Studios, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television show known at this time as *Somebody's Gotta Do It*.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

- See Attachment 1

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, ^{(b)(6)} [redacted] is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the February 9, 2015 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

DoD ^{(b)(6)} [redacted]

Production Company 

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of *Somebody's Gotta Do It*. The estimated amount shall be detailed and included.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

■ No additional costs incurred.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD.

For each of these individuals, the production company shall provide:

(b)(6)


- a. Roundtrip travel from Los Angeles to Gulfport, MS.
- b. Lodging, per diem and ground transportation.

8. By approving DoD production assistance for *Somebody's Gotta Do It*, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of *Somebody's Gotta Do It*. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

Do (b)(6)


Production Company 

- b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.
- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company. DoD agrees not to release any photos, print stories or generated publicity materials until the episode officially airs.
- f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

Do (b)(6)



12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of five pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of *Somebody's Gotta Do It*.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

DoD Documentary Officer

OASD(PA)/CPO 2D982
The Pentagon, Washington, D.C. 20301

DoD (b)(6)

FOR PILGRIM STUDIOS

 2/10/15
Signature and Date

Jeannette Gardzewski
Line Producer

12020 Chandler Blvd., Suite 200
North Hollywood, CA 91607

Production Company 

Attachment 1

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With approval and coordination through NAVINFO WEST, the Army National Guard's Camp Shelby Joint Forces Training Center and Naval Construction Group 2, to provide Camp Shelby escorted base access to document Naval Mobile Construction Battalion 1's Field Training Exercise (FTX) scheduled on Feb. 23 - 25, 2015 (see below).
2. Filming, still photography and pre-approved, on-camera interviews conducted by the production company are authorized to capture events related to the FTX.
3. Filming will be executed on a not-to-interfere-with-mission-readiness basis. No FTX events can be redone or reset for the sake of filming opportunities due to the graded training environment.
4. Sufficient protective gear and Navy uniform items will be issued to host. Host may be required to don certain protective gear in order to safely participate in some events.

FTX SCHEDULE OF EVENTS

23FEB

-1400 Initial site visit and scout for production team. Exact time TBD.

24 FEB

-0800 Receive mission in-Brief from NMCB 1.

-0900 Conduct Engineering Recon Mission (Convoy w/ scenarios to include simulated IEDs/VBIED)

-1200 Opportunity to visit other sites that NMCB 1 has located at Camp Shelby to view/work with some of the various other tasks the unit will be required to perform.

25 FEB

+0430 Mission and Convoy brief

-0730 Convoy departs for FOB 1 (Location of the Bridge mission) Would like to have your team ride along with Mike in full gear.

-0900 Convoys arrives. Conduct actions on the objective and secure the site. Can expect some "civilian" role player interaction.


-1000 Launch Bridge. Mike would be able to be one of the team members

-1130 Convoys continues to push to FOB 1 across the Bridge

-1200 Conduct FOB operations and camp setup. Entrenching (fighting positions), concertina wire, tent setup, camp laydown.

-1300 Expect tactical scenarios to be carried out through the day that will require the unit to react while still being required to complete the mission.

DoD (b)(6)

Production Company 



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20150618-ND-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with Pilgrim Studios, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television show known at this time as CNN's *Somebody's Gotta Do It*.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

- See Attachment 1

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the May 18, 2015 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.
4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.

Do (b)(6)

Production Company 

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of *Somebody's Gotta Do It*. The estimated amount shall be detailed and included.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

- \$50 per each production member embarked for one night onboard CVN-74 to cover food and embark fees.
- \$65 per each production member embarked for two nights onboard CVN-74 to cover food and embark fee.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD.

For the DoD project officer, (b)(6) the production company shall provide:

- \$14 per day for cost of food onboard the ship.

8. By approving DoD production assistance for *Somebody's Gotta Do It*, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of *Somebody's Gotta Do It*. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

Do (b)(6)

Production Company 

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company. DoD agrees not to release any photos, print stories or generated publicity materials until the episode officially airs.

f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

Do: (b)(6)

Production Company 

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of five pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of *Somebody's Gotta Do It*.

FOR THE DEPARTMENT OF DEFENSE

FOR PILGRIM STUDIOS

(b)(6)

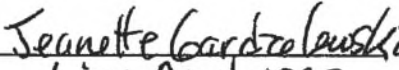
Signature and Date

(b)(6)

DoD Documentary Officer


OASD(PA)/CPO 2D982
The Pentagon, Washington, D.C. 20301

 6/19/15
Signature and Date


Line Producer

12020 Chandler Blvd., Suite 200
North Hollywood, CA 91607

Do (b)(6)

Production Company 

Attachment 1

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. With approval and coordination through NAVINFO WEST, CNAP and the USS JOHN C. STENNIS (CVN-74), to provide escorted ship access to document ship and flight deck operations during Composite Training Unit Exercise (COMPTUEX) scheduled on or about JUL 27 - 29, 2015 (see below).
2. Filming, still photography and pre-approved, on-camera interviews conducted by the production company are authorized to capture events related to the Training Exercise. All production company participation/filming onboard CVN-74 will be under close supervision. Additionally, all production company participation in flight deck operations/support will be in a U/I (under instruction) capacity.
3. Filming will be executed on a not-to-interfere-with-mission-readiness basis. No COMPTUEX events can be redone or reset for the sake of filming opportunities due to the graded training environment.
4. Sufficient protective gear and Navy uniform items will be issued to host. Host may be required to don certain protective gear in order to safely participate in some events.

COMPTUEX SCHEDULE OF EVENTS
(subject to change)

11JUN

1000: Scout for production team onboard USS CARL VINSON pier-side Naval Base Coronado.

27JUL

TBD: Embark main crew/gear via walk-on CVN-74 pier-side Naval Base Coronado (NBC).

TBD: CVN-74 departs NBC.

TBD: Filming b-roll onboard CVN-74 at sea.

28JUL

TBD: FON Mike Rowe.

TBD: Safety Briefs.

TBD: Filming onboard CVN-74 at sea.

29JUL

TBD: Filming onboard CVN-74 at sea.

TBD: FOFF entire crew/gear to NBC.

Do (b)(6)



**U.S. DEPARTMENT OF DEFENSE DOCUMENTARY
PRODUCTION ASSISTANCE AGREEMENT DoD-20170713-N-
T-0001**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby expresses its intent, subject to the provisions herein, to provide **Smithsonian’s National Air & Space Museum**, hereinafter referred to as the “production company,” the assistance itemized in this Production Assistance Agreement (Agreement) in conjunction with the production of a documentary known at this time as **STEM in 30**. This Agreement expresses the terms under which DoD intends to provide assistance. This Agreement does not authorize the obligation of any United States funding, nor should it be construed as a contract, grant, cooperative agreement, other transaction, or any other form of procurement agreement.

**LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF
PRODUCTION**

- 1. With Navy escort and local command approval, permission to film agreed locations and interviews aboard USS Dwight D. Eisenhower (CVN 69), July 25-26, 2017, in support of episode exploring the technology, engineering and teamwork behind US Navy aircraft carrier flight operations.**
- 2. Filming locations outlined in Attachment 1.**
- 3. Interview questions outlined in Attachment 2.**


The DoD will make reasonable efforts to provide the assistance requested in the request for DoD documentary assistance, to the extent approved by DoD, and subject to the limitations contained herein.

This Agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD project officer. The production company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. If such Agreement is either suspended or terminated, the sole right of the Production Company to appeal such decision is to the DoD designee responsible for coordinating assistance for documentary productions. The requirements in Department of Defense Instruction 5410.16 shall apply to this Agreement.

It is understood between DoD and the production company that:

1. The DoD project officer, (b)(6) _____
(b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor, and all military coordination must go through him or her. The production company will consult with the DoD

DoD _____

Production Company 

project officer in all phases of pre-production, production, and post-production that involves or depicts the U.S. military. The local unit/installation public affairs officer, or a designated official, may serve as the official onsite DoD representative for this project and will act as the interface between the film crew and military units providing both filming and logistical support.

2. DoD has approved production assistance as in the best interest of DoD, based on the **July 13, 2017** version of the script, treatment, or narrative description to the extent agreed upon by DoD. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

3. The operational capability and readiness of the Military Components will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There will be no deviation from established DoD safety and conduct standards. The DoD project officer, or his or her designee, will coordinate such standards and compliance therewith. DoD will provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production will be restored by the production company to the same or better condition, cleaned and free of trash, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of **STEM in 30**. The estimated amount will be detailed and included in this Agreement or as an attachment to it.

7. The production company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, including, but not limited to fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

8. The production company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD project officer, the DoD documentary officer, or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and the DoD documentary officer.

DoD _____

Production Company _____



b. Hotel accommodations equivalent to those provided to the production company's crew.

9. By approving DoD production assistance for **STEM in 30**, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in this Agreement (e.g., including, but not limited to, Paragraphs 11-14).

10. As a condition of DoD assistance, the production company will:

a. Indemnify and hold harmless the DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of **STEM in 30**. This provision will not in any event require production company to indemnify or hold harmless the DoD, its agencies, officers, or employees from or against any claims arising from defects in DoD property or negligence on the part of DoD, its agencies, officers, or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

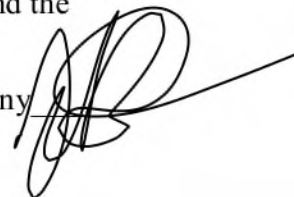
d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are may be used to show DoD viewers how DoD is assisting in the production; such materials may be viewed by the general public if posted on an open DoD web site or other publicly-accessible media source. Therefore, no DoD personnel will photograph actual filming without the prior approval of the production company.

11. The production company will screen for the DoD project officer, and the DoD documentary officer, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated to allow DoD to confirm the military sequences conforms to the agreed-upon script, treatment, or narrative description; to preclude release or disclosure of sensitive, security-related, or classified information; and to ensure that the privacy of DoD personnel is not violated. Should DoD determine that material in the production compromises any of the preceding concerns, DoD will alert the production company of the material, and the production company will remove the material from the production.

DoD _____

Production Company _____



12. If the recording or imagery to be used in the production captures medical treatment being performed on DoD personnel, the project officer shall require the production company to gain written consent from such DoD personnel. In the case of DoD personnel who are deceased or incapacitated, the project officer shall require the production company to gain written consent from the next of kin of the deceased or incapacitated DoD personnel.

13. All Department of Defense uniformed and civilian personnel who are photographed or sound recorded by the documentary production company are considered to be on duty and are precluded from receiving any compensation from the production company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. Military personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service regulations. In such cases, these conditions apply:

a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.

b. The DoD project officer will ensure that DoD personnel will comply with standards of conduct regulations in accepting employment.

c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

14. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

15. The production company will identify any and all re-enactments in the production by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the production.

16. The production company will use its best efforts to place a credit in the end titles immediately above the "Special Thanks" section (if any) substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) will be in keeping with industry customs and practices, and will be of the same size and font used for other similar credits in the end titles.

17. The production company will provide a minimum of five digital videodisc (DVD) copies of the completed production within seven working days of initial broadcast to DoD, for internal

DoD _____

Production Company



briefings and for historical purposes. DoD will not exhibit these DVDs publicly or copy them; however, DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance, for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose.

18. The undersigned parties warrant that they have the authority to agree to the terms of this Agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

19. This Agreement consists of eight (8) pages including two (2) attachment. Each page will be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

FOR SMITHSONIAN'S NATIONAL AIR &
SPACE MUSEUM

Signature and Date

 7/15/17
Signature and Date

(b)(6)

Documentary Officer
PA Room 2D982
Pentagon, Washington, DC 20301

Jonathan Boyette DoD
Production Specialist OASD-
600 Independence Ave
Washington, D.C, 20560

DoD _____

Production Company 

ATTACHMENT 1

1. DoD project officer or his designee to provide escorted access to USS Dwight D. Eisenhower(CVN 69).
2. Tentative film support schedule:
 - COD to CVN
 - GoPro in cockpit looking out windscreen
 - GoPro in cabin area looking at show hosts
 - GoPro in cabin area looking out window
 - Flight deck during flight operations
 - Between catapults 1&2- F-18 launch & recovery
 - Flight deck-NO flight operations
 - 360 camera shot in middle of deck
 - LSO platform with LSO
 - B-roll of Fresnel system
 - B-roll of arresting wire
 - B-roll of catapult
 - Arresting gear under deck-NO flight operations
 - Interview with arresting gear crew member
 - Arresting gear under deck during flight operations
 - B-roll
 - Interview with CO or XO
 - Ward room
 - Hangar
 - Quick interviews with crewmembers on how they contribute to flight operations.
 - What's your name?
 - How do you contribute to getting planes on or off the ship?
 - Vultures row during flight operations
 - B-roll of catapulting
 - B-roll of trapping
 - Cutaways of crewmembers using hand signals
 - Cut away of arresting cable recoiling
 - Cut away of tail hook releasing cable
 - Enlisted mess hall
 - Questions with various crew members
 - What is your name?
 - Where are you from?
 - What is your job here on the carrier?
 - Why did you join the Navy?
 - Various departments (fire, dental, laundry, starbucks, air boss, media, culinary, etc)
 - B-roll of department signs

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Production Company 

- GoPro footage walking to each location
- CVN to NSN
 - GoPro in cockpit looking out windscreen
 - GoPro in cabin area looking at show hosts
 - GoPro in cabin area looking out window

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ATTACHMENT 2

Interviewees

- * CO and/or XO
- * LSO
- * Arresting gear crew member
- * Multiple Sailors in Mess hall
- * Multiple Sailors in Hangar

Interview questions:

1. Introduce yourself (Name, title, current job, etc)
2. Tell about what you currently do
3. What is your education background?
4. What previous jobs did you have?
5. What was your worst job?
6. How have these different jobs prepared you for what you do now?
7. What advice would you give to students? Or what piece of advice would you go back and give to your middle school self?
8. Can you tell us about any influential teachers you had?
9. What is your favorite book? Why?
10. How important is it to be able to communicate well (Spoken, written, etc.)?
11. Have you ever had an "aha" moment when learning something? Can you tell us about it?
12. Who are your heroes?
13. How do you feel/what do you do when you get asked a question and don't know the answer?
14. What hobbies do you have?
15. What inspired you?
16. What does it take to master something beyond just learning something?
17. Have you ever experienced failure? How did you deal with it?



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20160219-T-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **The Documentary Group**, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as **The Age of Aerospace**.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. One day interview with Mr. Hill Goodspeed, Historian and Artifact Collection Manager at the Naval Aviation Museum in Pensacola, Fl.
 - a. Interview to discuss early development of carrier-based jet fighters during the 1940's, carrier-based operations during the Cold War, and unique engineering challenges of designing a carrier-capable aircraft.
 - b. Interview questions see attachment 1.
2. Interview will take place in New York, NY on 17 Feb 17.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the **December 20, 2016** version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

DoD (b)(6)

3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of [enter title of production] . The estimated amount shall be detailed and included (e.g., "see Attachment 2," etc.). The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099. For each of these individuals, the production company shall provide:

- a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.
- b. Hotel accommodations equivalent to those provided to the production company's crew.

8. By approving DoD production assistance for **The Age of Aerospace**, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

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Production Company TY

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of **The Age of Aerospace**. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or other DoD-authorized publicly accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "Re-enactment" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than three (3) seconds and reappearing every subsequent ten (10) seconds for a period of three (3) seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production

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Production Company TY

or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

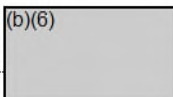
13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of **fifteen (15) pages** including **one (1) attachment**. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of **The Age of Aerospace**.

DoD



FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

David E. Evans
DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR THE DOCUMENTARY GROUP

Signature and Date

Tom Yellin
President
114 W. 26th Street, 7th Floor
New York, NY 10001

2/16/17

DoD



Production Company TY

ATTACHMENT

1. The production company is authorized to ask only those questions from the proceeding list approved by Naval History and Heritage Command, National History of Naval Aviation and NAVINFO West during the interview.

2. Tentative film support schedule:

DAY ONE:

- February 17, 2017- Interview with Mr. Hill Goodspeed at The Documentary Group office
New York, NY.

INTERVIEW QUESTIONS

GENERAL

--In general aviation terms, how difficult is it to land and take off from a carrier? Is it one of the most challenging types of flying imaginable?

--Can you compare runways—lengths/widths etc.—on a carrier as opposed to on land?

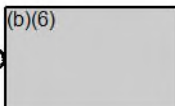
--Can you explain, in very general terms, why Navy planes need to be heavier and more robust than other planes?

--Can you talk about the other mechanics of Navy planes—tail hook etc. that affect design?

--How do these weight and airframe requirements influence performance?

--Obviously there was a big shift in how operations worked when the Navy transitioned from props to jets.

--Can you give us a sense of how they differed and why; in terms of how often planes were taking off, how long they could stay up, etc.?

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NAVAL AVIATION IN WW2

--How would you characterize Naval strategy prior to Pearl Harbor? From what we understand, it was focused around the battleship, with naval aviation playing a secondary role?

--How did Pearl Harbor and the Battle of Midway affect Naval strategy—particularly regarding the importance of carriers?

--How would you characterize the role that aircraft carriers and aviation played in Naval strategy at the end of WW2?

--What roles did the Navy have for aircraft during WW2? (Fighters, bombers etc.?)

--What kinds of planes were they? (piston engine, straight wing)

--How would you characterize their performance in terms of speed, altitude, range etc...?

--Was there an increase in demand for Navy planes and pilots during the war, and if so, how would you characterize that increase?

--Can you give us a sense of how many aircraft carriers and planes were built for the Navy during WW2?

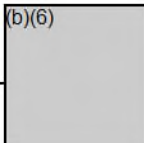
--Can you describe the class of aircraft carrier during the WW2 years? How many planes it could carry, straight angle etc...

--On the straight angled deck, pilots needed to be able to accept a wave off...can you talk about that?

--In this era, how did planes stop if they missed the hook?

--Can you give us a general sense of what a catapult does on a carrier? What kinds of catapults were used, and how often?

DoD



JET ENGINES

-- We've been told that in the early 1940's, there was disagreement among officers at the Bureau of Aeronautics about whether the Navy should pursue jet engine technology. Can you give us some background about that and why that was?

-- Can you compare how different it is to fly a carrier plane with a piston engine vs. a jet engine? What were the limitations/advantages of the early jet planes? What were the limitations/advantages of a piston engine?

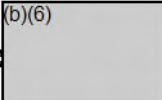
--How would you characterize the development of the piston engine in the early 1940's? (*The Developmental History of the McDonnell FD-1 or FH-1 Phantom*, prepared by the Historian's Office in the Naval Air Systems Command observes "Very early in aviation history, engineers recognized that their attempts to improve maneuverability at high speed and high altitude were restricted by the power and size of piston engines, and it was generally understood that jet propulsion could alleviate many of these limitations.") Can you expand on that in terms of time period, general concepts?

--Can you explain WHY piston engine planes really couldn't go beyond a certain speed or above a certain altitude?

-- (If this hasn't been covered in the questions above...) *The Developmental History of the McDonnell FD-1 or FH-1 Phantom* says the Navy faced three problem areas in developing jets: "One of these areas was the design of airframes for high-speed flight...The other problem was take-off and low-speed flight...The third area of concern was the jet engine's high fuel consumption." Can you talk about these three areas and explain them a bit?

--When did the Navy begin working with Westinghouse on developing a jet engine?

--Is there anything you can tell us, in terms of characterizing the Navy's level of interest (or concern) about jet technology at the time? (The Army Air Forces had been working with GE and Bell since September of 1941. Was there pressure on the Navy to pursue the same technology?)

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McDONNELL/XFD-1 PHANTOM

--As we understand it, James S. McDonnell had a phone conversation with an admiral at the very end of 1942. He invited Mr. Mac to come to Washington to discuss building the Navy's first carrier capable jet... Can you tell us anything about this series of events that led to the contract in JAN 1943 for the XFD-1?

--Which other companies did the Navy approach about building a jet fighter and what was the timing of those contracts?

--*The Developmental History of the McDonnell FD-1 or FH-1 Phantom* states "It may have seemed risky for the Navy to take such a radical innovation to a small, new company such as McDonnell, but the company's being new and small was actually in its favor." Can you explain that?

--We've learned that Mr. McDonnell and his company began research into jet propulsion for aircraft in 1940. Is there any record or indication that his company's early research played a role in getting the Navy contract?

--What information did the Navy have about McDonnell's work on the XP-67 and is there any evidence that it may have influenced the decision to award him the XFD-1 contract?

--Can you make any observations about Mr. McDonnell's relationships with Navy officials during this time period? Did he have a strong network of relationships? Was he trusted, respected etc...?

--How would you describe the XFD-1 in terms of airframe design?

--What engines did it have and how many?

--One of the chief McDonnell engineers, Kendall Perkins, wrote that they initially had an idea to put as many as 6 engines into the wings. Do you know anything about that?

--What were some of its distinguishing features? (Twin-engine, any particular handling characteristics?)

--Are there any characteristics of the XFD-1 that can be traced directly to the XP-67?

--What was the thinking for the twin engine design—were there particular advantages for the Navy?

--Many people we've interviewed credit McDonnell for having led the way on twin engine design? Is that a fair characterization?

DoD (b)(6)

McDONNELL/XFD-1 PHANTOM (cont.)

--People have also told us that the Navy prefers a twin-engine design. Is that true, and if so, why?

--How would you characterize the development of the XFD-1 generally? Slow, rapid?

--In January of 1946, Mr. McDonnell was aboard the USS FDR's shakedown cruise. In his thank-you letter to the captain, he wrote, "It was quite an instructive trip as regards aircraft carrier operating technique, and at the same time it led us to think of several items which will make the handling of our jet-fighters easier when they come aboard." Could you tell us, very generally, what would have happened on this shakedown cruise? What Mr. McDonnell would have seen, what he might have learned etc...?

--Were there any important changes made to the XFD-1 prior to its carrier trials in July of 1946?

--Can you tell us about the carrier trials? When, where, the pilot, the name of the carrier etc.?

--How many take-offs and landings were accomplished?

--Were there any wave-offs?

--Was a catapult used for takeoffs?

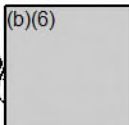
-- How would you characterize the carrier trials in terms of Naval aviation history? (*The Developmental History of the McDonnell FD-1 or FH-1 Phantom* says "Beyond that date, serious doubts about the adaptability of jet-powered aircraft to carrier aviation were laid to rest.")

--When did the Navy give McDonnell a production order for the FD-1? How many did they order?

--What kind of performance did the XFD-1 achieve? Was this different than what it was projected to achieve?

--How did the FD-1 compare with other Naval carrier based fighters of the day?

--How many FD-1's were ultimately built?

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McDONNELL/XFD-1 PHANTOM (cont.)

--How would you characterize the FD-1's place in Naval history? (A stepping stone? Revolution?)

-- *The Developmental History of the McDonnell FD-1 or FH-1 Phantom concludes: "It [the FD-1] was ordered and designed to determine the feasibility of jet-powered aircraft operating from carriers. It proved the concept was feasible. It also proved correct those early aerodynamicists who believed that jet-propulsion's problems could be solved through development. It demonstrated that the Navy could enter the age of jet aviation, and could best enter it with aircraft powered by all turbojet engines." Would you agree with that assessment?*

--The Navy did not take delivery of the first production models until after WW2 had ended. In the immediate post-war era, military budgets were drastically reduced? How did that affect the Navy's orders with McDonnell?

--Is it fair to say that the Navy's need to replace its piston-engine planes with jets insulated McDonnell to some extent from the post-war cuts?

THE F2-H BANSHEE

--What can we say about the fact that McDonnell got a contract for the F2-H before the XFD-1 had even completed carrier trials? Was it an indication of the Navy's confidence in McDonnell?

--Can you describe the Banshee in terms of its design characteristics? ("*Grown up Phantom I*", pressurized cabin, straight wing, ejection seat etc.)

--Why was a jet engine a ready source for cockpit pressurization and air conditioning?

--What kinds of altitudes became possible with cockpit pressurization?

--Why was the Banshee designed as a straight wing fighter? Was there concern that a swept wing jet would be even more difficult to make carrier-capable?

-- When did the Banshee come online and what was its mission?

--The Banshee emerged during the early years of the Cold War, when there was considerable tension between the Army, Navy and newly created Air Force. Can you give us a sense of what was going on—from a military perspective—during that time? (Admiral's revolt etc...)

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THE F2-H BANSHEE (cont.)

--In the early Cold War years—the late 40's to mid-50's—the military strategies were predominantly predicated on the idea that the next war would be fought with nuclear weapons. Can you talk about that?

--How did that apply to the Navy? And to Naval Aviation?

--More generally (not just with the Navy), is it right to say that the Korean War was really where jet fighters made their debut? If so, what set them apart during the Korean conflict?

-- How did the Korean War revalidate the usefulness of carriers for the Navy?

--In Korea, when you compare the Air Force jet fighters to the Navy's, how did they compare?

--What sort of a role did the Banshee play in Korea?

-- Can you help us understand—in very simplified terms—what various missions the planes were needed for...Interceptor, air superiority (air to air?), light attack (same as air to ground?)

--For Navy fighters, is it fair to say that there are basically three important missions? (*1. Defend the carrier. 2. Defend the strike aircraft and 3. Participate in strike/attack if possible*)

--Around this time, there were some important technological developments...

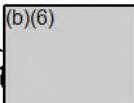
--Can you tell us about the angled deck? Why it was important...

--What about the steam catapult?

--What about inflight refueling?

--The ejection seat?

--How would you characterize general fighter development in these immediate post-war years, in terms of the rate of innovation and advancing state-of-the art?

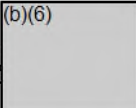
DoI  (b)(6)

The F3-H Demon

- When did the Demon come online?
- What role was it designed for?
- What were its basic design characteristics (swept wing, single engine, etc.)
- What sort of technological advances had been made that enabled a swept wing plane to be carrier-capable?
- What kind of engine did it have initially?
- Can you talk about why it was such a disaster initially?
- Tell us what happened.
- There were Congressional hearings...what happened with those?
- What were the lessons learned?
- Ultimately, the Demon received a new engine...can you tell us about that?
- We have interviewed a Navy test pilot who did a lot of the water injection tests on the Demons with the new engines. He said that there were icing issues that resulted in modifications being made to the engine that decreased its power and performance. Can you tell us about that?

The F-4 Phantom

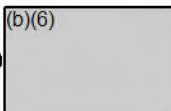
- How would you characterize the F-4 Phantom, in terms of its importance in Naval aviation history?
- When did it come online?
- Originally the Navy hadn't thought they'd need an interceptor for the carriers, is that right? But then the Soviets developed a bomber that was a threat... (Tu-16 badger)
- Can you tell us about the fly-off between the F-4 and the F8U-3?

DoD  (b)(6)

The F-4 Phantom (cont.)

- What were the factors that decided the Navy on the F-4?
- What was the initial reception?
- What were some of its distinguishing innovations (*RIO, Mach 2, twin engine?*)
- Why was the introduction of the RIO so important to the success of the F-4?
- Can you talk about the ways in which the F-4 was a generation leap in technology? Some people have said that it was the first plane that was a true weapons system...
- However others have said that the F-4 represented early adolescence of a systems airplane? How would you characterize it?
- At the time, there was a significant rivalry between the Navy and the Air Force. How unusual was it that the Air Force was convinced to buy the F-4?
- How and when did that come about?
- A point someone made to us the other day is that it's easier to adapt a Navy fighter for use in the Air Force than to take an Air Force plane and put it on a carrier. Do you agree with that, and if so, can you explain why that is?
- How would you characterize the F-4's role in Vietnam?
- Many modifications were made to the F-4 during Vietnam. Can you talk about some of them?
- What were the lessons learned, in terms of design?
- (This may have been covered earlier, but if not...) in the early years of the Cold War, the military had a model of war that they thought would be primarily nuclear-centric. Can you talk about how Vietnam re-oriented military thinking and what implications that had for Navy preparedness, strategy etc...?
- A similar question: Can you talk about the early casualties in Vietnam... One thing we've been told is that in WWII dog-fighting tactics was still an integral part of aviator training. That really dissipated and interception became the principal mission in the early Cold War. That led to problems in Vietnam. Can you talk about that ... (development of Top Gun etc.)?

DoD



The F-4 Phantom (cont.)

-- Can you talk about how important the multi-mission concept was for the F-4? How was that built into the initial design of the plane?

--The F-4 has been described as one of the first fighters that was a true weapons system...do you agree with that and can you talk about what that means, especially for the Navy?

-- How would you characterize the F-18's current role in Naval aviation, and how would you characterize its relationship (if any) to the F-4?

DoD (b)(6)

**U.S. DEPARTMENT OF DEFENSE
PRODUCTION ASSISTANCE AGREEMENT
DoD-20131025-NT-00010**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Turner North Center Productions, Inc.**, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television series known at this time as **"The Last Ship," Season One.**

LIST OF MILITARY RESOURCES REQUESTED TO BE PROVIDED IN SUPPORT OF PRODUCTION:

See Appendix A

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD project officer. The production company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-business hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production if the non-compliance has not been cured. However, nothing contained herein will restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings will be final. Any obligations of production company set forth in this Agreement are limited to the period of active DoD support and access to U. S. military active duty sets, assets, equipment or active duty personnel ("Term").

All written notices required to be sent to production company pursuant to this Agreement shall be sent to William Phillips, VP Production, at 3500 W. Olive Ave., 14th Floor, Burbank, CA 91505, with a courtesy copy to the Legal Department at 3500 W. Olive Ave., 15th Floor, Burbank, CA 9150. Only William Phillips (william.phillips@turner.com) / (818) 729-7367 has authority hereunder to issue any approvals on behalf of production company. Without limiting the foregoing, DoD shall cc William Phillips at william.phillips@turner.com on all production notes, script comments, approvals and disapprovals. If William Phillips is unavailable, production company hereby designates Mark Weissman (mark.weissman@turner.com / (818) 729-7428) as an alternate for purpose of receiving all notices and issuing any approvals on behalf of production company. It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer or his or her designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of "The Last Ship." The DoD project officer is the primary liaison between the production company and the DoD; all military coordination for assets, personnel and subject matter expertise as required must go through him or her. Military portrayal which does not incorporate active-duty assets, equipment or personnel shall be coordinated by a technical adviser on the production company's staff. The production company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involves or depicts the U.S. military.

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Production (b)(6)
Prepared by (b)(6)

2. The production company will cast actors, extras, doubles, and stunt personnel portraying service members who substantially conform (or can be given the appearance of conforming on-screen) to individual Military Service regulations, of which production company is notified in advance, governing age, height and weight, uniform, grooming, and appearance, and conduct standards (DoD acknowledges this has been satisfied in the pilot episode). DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of these portrayals cannot be resolved in good faith negotiation between the production company and DoD within the 72-business hour cure-period (DoD's approval of reasonable deviations from such regulations in light of the story of "The Last Ship" shall not be unreasonably withheld). The DoD project officer will provide written guidance about such regulations specific to each Military Service being portrayed.

3. DoD has approved production assistance as in the best interest of DoD, based scripts reviewed and approved by DoD for Episodes 101 – 103. Episodes 104-109 are approved based on preliminary synopsis and subject matter expert review and some comments excepted by TNT. The Production Company may schedule on-location or set filming for any of nine episodes with the caveat that additional episodes outside of Episodes 101-103 on board Navy installations, ships, or of personnel will require an addendum to this Production Assistance Agreement, and DoD maintains its right to rough cut review of all scenes and episodes.

In connection with such assistance, the production company must use reasonable efforts to obtain in advance, DoD concurrence (such DoD concurrence not to be unreasonably withheld or delayed with consideration to be made for the exigencies of production and the nature of the storyline) for any subsequent, material changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

4. The operational capability and readiness of the Military Components will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

a. In the event support of this production negatively impacts the ability of Naval Base San Diego personnel to complete their primary mission, the commanding officer of Naval Base San Diego reserves the right to withdraw support of the production.

5. There will be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee will coordinate such standards and compliance therewith. DoD will provide the production company advance notice of such safety or conduct standards upon request.

a. Per OPNAVINST 5720.2M, the Production Company understands and agrees that personnel who are pregnant are not allowed on board a U.S. Navy ship after the 20th week of pregnancy. The commanding officer of the ship is permitted to restrict this timeline as he/she deems necessary to prevent mishaps on board.

6. All DoD property or facilities damaged, used, or altered by the production company in connection with the production will be restored by the production company to the same or better condition, cleaned and free of trash, normal wear and tear excepted, as when they were made available for the production company's use.

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Production (b)(6)
Prepared by (b)(6)

7. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of "The Last Ship"; **provided that production company has advance written approval of such expenses.** The estimated amount will be detailed when assessed. Unless agreed upon otherwise, the production company agrees to post advance payment or a letter of credit in the amount estimated to comprise the total additional DoD expenses or deposit such funds that may be reasonably necessary. The payment or letter of credit will be submitted to the Military Component(s) designated to provide the assistance, or to another DoD agency, as deemed appropriate by DoD.

a. DoD agrees to provide statements of charges assessed by each installation or DoD Component providing assets to assist in the production within (forty-five) (45) days from the last day of the month in which filming is completed. Reimbursements are to be restored to each specific account from which they are drawn to assist the production.

b. The production company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, including, but not limited to fuel, resultant depot maintenance, expendable supplies, travel and per diem (at basic crew rate), civilian overtime, and lost or damaged equipment.

c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within forty-five (45) days from the last day of the month in which filming is completed.

8. The production company will be charged for or, at production company's election, shall provide the travel, lodging, per diem, and incidental expenses (to be approved by production company in advance) for the DoD project officer, the DoD Director of Entertainment Media or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD and who are required to travel more than one hundred (100) miles from their residence or ordinary place of business, and provided that production company is notified of such individuals in advance and shall not be required to so provide for more than three (3) such individuals. For each of these individuals, the production company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.

b. A full-size or mid-size vehicle capable of transporting four (4) adults comfortably (with fuel and with loss, damage, and collision automobile insurance paid for by the production company) for his or her personal use during the filming, including for his or her stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided. No more than two (2) such vehicles will be required at any one time.

c. Hotel accommodations equivalent to those provided to the production company's crew.

d. A dedicated, on-location trailer room or other comparable work space with full Internet access, desk, seating, and en-suite toilet.

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9. Without limiting any rights of production company under the Production Assistance Agreement executed October 18, 2012, DoD hereby provides a general release and grants to the production company the right to make and use all photography and sound recordings of any and all service members (including their name, voice, and likeness), equipment, uniforms, vessels, DoD and/or Navy logos, trademarks, services marks, indicia, names, trade dress, slogans, signs, copyrightable works, artwork and photographs, and real estate, and mock-up and/or reproduce any of the foregoing, in and in connection with television series (which for purposes of this paragraph shall include "The Last Ship" pilot, season one, any episodes, future seasons, and subsequent productions), including, without limitation, the advertising and promotion thereof, throughout the universe, in perpetuity, subject to the limitations in Paragraph 13 of this Agreement. Without limiting the generality of the foregoing, DoD agrees that the rights granted hereunder shall include the perpetual, worldwide royalty-free right of production company, its successors, assigns and licensees to edit, telecast, cablecast, stream, rerun, record, publish, reproduce, perform, use, license, print, distribute and/or otherwise exploit, in any manner and in any medium or forum, whether now known or hereafter devised, the production, in whole or in part or any element thereof (including, without limitation, any names, marks, logos), without any consideration to DoD or any Service members. DoD represents and warrants that its contract with all current and former Service members gives DoD the right to grant production company the name, voice and likeness rights of such Service members, and that DoD has the authority and right to enter into this Agreement and to grant production company all of the rights set forth herein. DoD shall indemnify and hold harmless production company, its parent, affiliates, successors, assigns, licensees and their respective officers, directors, employees, agents, and representatives from any and all claims, damages and expenses (including reasonable outside attorney fees) arising out of a breach by DoD of its representations, warranties or agreements contained herein.

10. As a condition of DoD assistance, the production company will:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of "**The Last Ship**," to include pre-production, post-production, and DoD-provided orientation or training. This provision will not in any event obligate production company to indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property or negligence on the part of DoD, its agencies, officers, or employees, a breach by DoD of this Agreement, or the application of any DoD or Navy guidelines, rules, policies, regulations, or orders of any officers.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will maintain, at its sole expense, insurance in such reasonable amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer and the commanding officer of Naval Base San Diego or his or her designees.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior

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Production (b)(6)
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approval (not to be unreasonably withheld) of the DoD project officer and the commanding officer of Naval Base San Diego.

e. At reasonable times mutually agreed upon by DoD and production company, allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the filming and may not be released or made available to the general public without the prior written consent of production company. However, notwithstanding the foregoing, after the initial U.S. telecast of the applicable episode, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming, talent, crew, or sets without the prior written approval of both the production company and the individuals who would appear in such photography.

f. The Production Company will adhere to the base Security Officer's process for base access. All production crew members must submit their name to the Project Officer in advance; if a production crew member is denied access they are not authorized to access Naval Base San Diego.

g. The Production Company must adhere to all guidelines put forth by the base Port Operations officer regarding vehicle and equipment limitations on the supporting pier.

h. The Production Company will adhere to all requirements and inspections deemed necessary in support of the production.

i. The Production Company must work with the DoD project officer to seek approval via Naval Base San Diego Environmental Program to discharge any materials into Naval Base San Diego's harbor, and ensure best management practices are followed to ensure materials are not inadvertently discharged into Naval Base San Diego's harbor, as a result of production activities on the ship or the pier.

j. The Production Company is required to provide local air permits or certificates of air quality control for any generators used on Naval Base San Diego.

11. The production company will provide the DoD project officer with whatever internal communications equipment it is supplying to production company crew members to communicate on the set during production of military-themed sequences. The production company will also supply the DoD project officer with earphones to monitor military-themed dialogue and other sound recording during these periods.

12. The production company will screen military-themed photography for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated; to allow DoD to confirm the military sequences conforms to the agreed script. The production company may host the screening of the roughly edited version at the production company's office, or at production company's election provide a digital copy. For the avoidance of doubt, DoD does not have an approval right pursuant to this paragraph.

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Production (b)(6)
Prepared by (b)(6)

13. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused in other productions without DoD approval unless such productions are related to "The Last Ship" (e.g., subsequent "The Last Ship" productions, such as companions pieces [e.g., behind the scenes pieces], subsequent episodes, prequels, sequels, and theatrical versions) For the avoidance of doubt, the foregoing will not prohibit the production company from exploiting the production(in whole or in part, or any element thereof) in any manner, media and all ancillary markets, now known or hereafter devised (including, without limitation, theatrical, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

14. The production company will provide the project officer of other designated DoD official with a courtesy screening of the completed production at the production company's office, or at production company's election, provide a screener copy prior to public exhibition. 15. The production company will place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) will be in keeping with industry customs and practices, and will be of the same size and font used for other similar credits in the end titles.

16. The production company will provide DoD with five (5) copies of all promotional and marketing materials (e.g., electronic press kits, one-sheets, and television advertisements) that production company sends to the general public for internal information and historical purposes in documenting DoD assistance to the production.

17. The production company will provide DoD a minimum of five (5) digital video (DVD) copies of the completed production, when the DVD is commercially available to the general public. Such copies may be used solely by DoD for internal briefings and for historical purposes, . DoD will not exhibit these DVDs or to copy them. DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance, for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose.

18. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD project officer and assigned official technical advisor(s), whose activities must be consistent with their authorized additional duties. Service members in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service regulations. In such cases, these conditions apply:

a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.

b. The DoD project officer will ensure that Service members will comply with standards of conduct regulations in accepting employment.

c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

19. The production company may make donations or gifts in-kind to morale, welfare, and recreation programs of the ~~mission~~ unit(s) involved; however, donations of this kind are not at all required, and are not in any manner a

DoD (b)(6)
Production (b)(6)
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consideration in the determination of whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD project officer.

20. DoD agrees to, and agrees to take all reasonable steps to ensure its personnel and service members, (a) keep all information about the production confidential, including, without limitation, any elements thereof, such as sets, costumes, shooting locations, stories, scripts, season pickups, spoilers, plots, endings results or information regarding any characters, participants, cast or crew members (collectively, "Program Elements"); (b) not issue any statement to a member of the press, or authorize or participate in any publicity or other dissemination of information about, or which mentions, the production, production company, or any Program Elements without production company's advance written approval; (c) not make any public statement or disseminate any information about production company, the Production or any Program Elements, whether by oral, written or electronic means (including, without limitation, via email, text message, blogging or social media websites such as Twitter and Facebook); (d) except as otherwise expressly permitted in this agreement, not use or authorize the use of any personal or third party camera or recording device (including, without limitation, a cell phone) to take photographs or recordings (whether audio and/or visual) of any activity related to the production or of any cast, crew, other personnel, sets or other Program Elements; DoD agrees that production company will exclusively own all rights to any such photographs or recordings as a "work-made-for-hire" (and DoD alternatively hereby assigns or shall cause to be assigned all such rights to production company) and DoD will notify personnel of the foregoing.

21. The undersigned parties warrant that they have the authority to enter in to this agreement and to grant the rights granted herein, and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein. The rights granted to production company in this agreement are in addition to and do not limit the rights that production company would ordinarily enjoy in the absence of this agreement.

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DoI (b)(6)
Production (b)(6)
Prepared by (b)(6)

22. This agreement consists of eight pages including one attachment. Each page will be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder will be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company. DoD will not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography or sound recordings.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

Director, Entertainment Media
The Pentagon
Room 2E966
Washington, DC 20301-1400

(b)(6)

Name of DoD project officer:

(b)(6)

10880 Wilshire Blvd., Suite 1220
Los Angeles, CA 90024

(b)(6)

FOR TURNER NORTH CENTER PRODUCTIONS, INC.

 11-7-13
Signature and Date

William F. Phillips
Vice President, Original Production
3500 W. Olive Ave., 14th Floor
Burbank, CA 91505
818-729-7367

DoD (b)(6)
Production (b)(6)
Prepared by (b)(6)

APPENDIX A

With permission of the local Navy chain of command, the Production Company is authorized to:

1. Access Naval Base San Diego (NBSD) for preparation, duration of filming and load-out, beginning on or about November 6, through November 29, 2013.
2. Utilize the area authorized by NBSD for base camp and crew parking, so long as use does not interfere with base operations, for preparation, duration of filming and load-out, beginning on or about November 6, 2013 through November 29, 2013.
3. Access NBSD Pier 2 for preparation, duration of filming and load-out, beginning on or about November 6, 2013 through November 29, 2013.
4. Hold a casting call on board NBSD on or about October 30, 2013.
5. With the approval of Commander, Naval Base San Diego, access NBSD harbor via boat on or about November 8, 2013 through November 15, 2013. All boat operations must adhere to the safety and security guidelines set forth by NBSD operations officer, harbor master, security officer and Commanding Officer, USS Dewey (DDG 105).
6. Film aboard USS Dewey (DDG 105), and available attached personnel, pier-side at NBSD on or about November 11, 2013 through November 22, 2013. Production must have all gear removed from the ship and pier no later than close of business November 29, 2013.
7. With the approval of Commander, Naval Air Forces Pacific (CNAF) and the local chain of command, the DoD project officer will make reasonable efforts to coordinate with CNAF to film available Navy helicopter squadron training operations in the San Diego region. Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
8. With the approval of Commander, U.S. Third Fleet (C3F) and the local chain of command, the DoD project officer will make reasonable efforts to coordinate with C3F to embark a small crew on board available DDGs as they train in the San Diego region. Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.

DoI (b)(6)
Production (b)(6)
Prepared by (b)(6)

U.S. DEPARTMENT OF DEFENSE
TELEVISION SERIES PRODUCTION ASSISTANCE AGREEMENT
DoD-2015-1016-NT-00001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Turner North Center Productions, Inc.**, hereinafter referred to as the "Production Company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television series known at this time as "**The Last Ship: Season Three**"

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION:

1. NAVINFOWEST will coordinate with COMNAVSURFPAC, COMTHIRDFLT and COMNAVAIRFOR to map existing training operations from October 2015 - May 2016 to enable production onboard active duty Arleigh Burke-Class Destroyers with accompanying air element detachments in order to simulate the USS Nathan James (DDG-151) (a fictitious DDG portrayed in the series). Assets provided in support of **The Last Ship: Season Three** will be on a per episode addendum basis.

It is agreed between the DoD and the Production Company that:

All written notices required to be sent to the Production Company pursuant to this Agreement shall be sent to William Phillips, VP Production, at 3500 W. Olive Ave., 14th Floor, Burbank, CA 91505, with a courtesy copy to the Legal Department at 3500 W. Olive Ave., 15th Floor, Burbank, CA 91505. Only William Phillips (william.phillips@turner.com)/(818-729-7367) has authority hereunder to issue any approvals on behalf of Production Company. Without limiting the foregoing, DoD shall Cc William Phillips at william.phillips@turner.com on all production notes, script comments, approvals and disapprovals. If William Phillips is unavailable, Production Company hereby designates Mark Weissman (mark.weissman@turner.com) (818-729-7428) as an alternate for the purpose of receiving all notices and issuing any approvals on behalf of Production Company.

1. The DoD project officer, (b)(6), is the official DoD representative responsible for ensuring that the terms of this Agreement are met. The DoD project officer, or his or her designee, will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of "**The Last Ship: Season Three.**" The DoD project officer is the primary liaison between the Production Company and the DoD; all military coordination for assets, personnel and subject matter expertise as required must go through him or her. Military portrayal which does not incorporate active-duty assets, equipment or personnel shall be coordinated by a technical adviser on the Production Company's staff. The Production Company will consult with the DoD project officer in all pre-production, production, and post-production that involves or depicts the U.S. military.

2. The Production Company will cast actors, extras, double and stunt personnel portraying Service members who substantially conform (or can be given the appearance of conforming,

Turner North Center Productions, Inc., The Last Ship: Season Three
Department of Defense Production Assistance Agreement

on-screen) to individual Military Service regulations, of which the Production Company is notified in advance, governing age, height and weight, uniform, grooming, and appearance, and conduct standards. The DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of these portrayals cannot be resolved in good faith negotiation between the Production Company and the DoD within a 72-business hour cure-period the DoD's approval of reasonable deviations from such regulations in light of the story of **"The Last Ship: Season Three"** shall not be unreasonably withheld. The DoD project officer will provide written guidance about such regulations specific to each Military Service member being portrayed.

3. The DoD has approved production assistance as in the best interest of DoD, based scripts and story overviews reviewed and approved by the DoD for Episodes 201-203. Episodes 204-213 will be approved based on preliminary synopsis and subject matter expert review, and some comments excepted by TNT. The Production Company may schedule on-location or set filming for any of thirteen episodes with the caveat that additional episodes outside of Episodes 201-203 onboard Navy installations, ships, or of personnel will require an addendum to this Production Assistance Agreement, and the DoD maintains its right to rough cut review of all scenes and episodes.

In connection with such assistance, the Production Company must use reasonable efforts to obtain in advance, the DoD concurrence (such the DoD concurrence not to be unreasonably withheld or delayed with consideration to be made for the exigencies of production and the nature of the storyline) for any subsequent, material changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

4. The operational capability and readiness of the Military Components will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, the DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the Production Company.

a. In the event support of this production negatively impacts the ability of Naval Base San Diego, Naval Air Station North Island or Naval Base Ventura personnel to complete their primary mission, the commanding officer of Naval Base San Diego, Naval Air Station North Island or Naval Base Ventura reserves the right to withdraw support of the production.

5. There will be no deviation from established DoD safety and conduct standards. The DoD project officer, or his or designee, will coordinate such standards and compliance therewith. DoD will provide the Production Company advance notice of such safety or conduct standards upon request.

a. Per OPNAVINST 5720.2M, the Production Company understands and agrees that personnel who are pregnant are not allowed onboard a U.S. Navy ship after the 20th week of

Turner North Center Productions, Inc., The Last Ship: Season Three
Department of Defense Production Assistance Agreement

pregnancy. The commanding officer of the ship is permitted to restrict this timeline as he/she deems necessary to prevent mishaps on board.

6. The Production Company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of "**The Last Ship: Season Three**"; provided that Production Company has advance written approval of such expenses. The estimated amount will be detailed when assessed. Unless agreed upon otherwise, the Production Company agrees to post advance payment or a letter of credit in the amount estimated to comprise the total additional DoD expenses or deposit such funds that may be reasonably necessary. The payment or letter of credit will be submitted to the Military Component(s) designated to provide the assistance, or to another DoD agency, as deemed appropriate by the DoD.

a. The DOD agrees to provide statements of charges assessed by each installation or DoD Component providing assets to assist in the production within forty-five (45) days from the last day of the month in which filming is completed. Reimbursements are to be restored to each specific account from which they are drawn to assist the production.

b. The Production Company will be charged for only those expenses that are considered to be additional costs to the DoD in excess of those that would otherwise have been incurred, including but not limited to: fuel, resultant depot maintenance, expendable supplies, travel and per diem (at basic crew rate), civilian overtime, and lost or damaged equipment.

c. If the final aggregate of such costs and charges is less than previously anticipated, the DoD agrees to remit the exact amount of the difference of any funds posted within forty-five (45) days from the last day of the month in which filming is completed.

7. The Production Company will be charged for, or at Production Company's election, shall provide the travel, lodging, daily per diem and incidental expenses (to be approved by Production Company in advance) for the DoD project officer, the DoD Director of Entertainment Media or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by the DoD and who are required to travel more than one hundred (100) miles from their residence or ordinary place of business, and provided that production company is notified of such individuals in advance and shall not be required to so provide for more than three (3) such individuals. For each of these individuals, the Production Company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.

Turner North Center Productions, Inc., The Last Ship: Season Three
Department of Defense Production Assistance Agreement

- b. A full-size vehicle capable of transporting four (4) adults comfortably (with fuel and with loss, damage, and collision automobile insurance paid for by the Production Company) for his or her personal use during the filming, including for his or her stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided. No more than two (2) such vehicles will be required at any one time.
- c. Hotel accommodations equivalent to those provided to the Production Company's crew.
- d. A dedicated, on-location trailer, room or other comparable work space with full Internet & Wi-Fi access, desk, seating, and en-suite toilet.

8. Without limiting any rights of Production Company under the Production Assistance Agreement executed October 1, 2014, the DoD hereby provides a general release and grants to the Production Company the right to make and use all photography and sound recordings of any and all Service members (including their name, voice and likeness), equipment, uniforms, vessels, DoD and/or Navy logos, trademarks, services marks, indicia, names trade dress, slogans, signs, copyrightable works, artwork and photographs, and real estate, and mock-up and/or reproduce any of the foregoing, in and in connection with television series (which for purposes of this paragraph shall include "**The Last Ship: Season Three**," any episodes, future seasons and subsequent productions), including, without limitation, the advertising and promotion thereof, throughout the universe, in perpetuity, subject to the limitations in Paragraph 12 of this Agreement. Without limiting the generality of the foregoing, the DoD agrees that the rights granted hereunder shall include: the perpetual, worldwide royalty-free right of Production Company, its successors, assigns and licensees to edit, telecast, cable cast, stream, rerun, record, publish, reproduce, perform, use, license, print, distribute and/or otherwise exploit, in any manner and in any medium or forum, whether now known or hereafter devised, the production, in whole or in part or any element thereof (including, without limitations, any name, marks and logos), without any consideration to the DoD or any service members. The DoD represents and warrants that its contract with all current and former service members gives the DoD the right to grant Production Company the name, voice and likeness rights of such Service members, and that the DoD has the authority and right to enter into this Agreement and to grant Production Company, its parent, affiliates, successors, assigns, licensees and their respective officer, directors, employees, agents and representatives from any and all claims, damages and expenses (including reasonable outside attorney fees) arising out of breach by the DoD of its representations, warranties or agreements contained herein.

9. As a condition of DoD assistance, the Production Company will:

- a. Indemnify and hold harmless the DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees)

Turner North Center Productions, Inc., The Last Ship: Season Three
Department of Defense Production Assistance Agreement

arising from the Production Company's possession or use of DoD property or other assistance in connection with this production of "The Last Ship: Season Three," to include: pre-production, post-production and DoD-provided orientation or training. This provision will not in any event obligate Production Company to indemnify or hold harmless the DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property or negligence on the part of the DoD, its agencies, officers, or employees, a breach by the DoD of this Agreement, or the application of any DoD or Navy guidelines, rules, policies, regulations, or orders of any officers.

b. Provide proof of adequate industry standard liability insurance, naming the DoD as an additional insured entity prior to the commencement of production involving the DoD. The Production Company will maintain, at its sole expense, insurance in such reasonable amounts and under such terms and conditions as may be required by the DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic or other controlled substance; or alcoholic beverages without prior coordination with the DoD project officer and the commanding officer of Naval Base San Diego or his or her designees.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval (not to be unreasonably withheld) of the DoD project officer and the commanding officer of Naval Base San Diego and Naval Air Station North Island.

e. At reasonable times mutually agreed upon by the DoD and Production Company, allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow the DoD the use of Production Company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials are for the purpose of communicating to internal DoD viewers how the DoD is assisting in the filming and may not be released or made available to the general public without the prior written consent of Production Company. However, notwithstanding the foregoing, after the initial U.S. telecast of the applicable episode, some of the imagery may be viewed by the general public if posted on an open the DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore, no DoD personnel will photograph actual filming, talent, crew, or sets without the prior written approval of both the Production Company and the individuals who would appear in such photography.

f. The Production Company will adhere to the base Security Officer's process for base access and departure. All production crew members must submit their name to the Project Officer, no later than 72 business-hours in advance; if a production crew member is denied access they are not authorized to access to any DoD installation.

Turner North Center Productions, Inc., The Last Ship: Season Three
Department of Defense Production Assistance Agreement

g. The Production Company must adhere to all guidelines put forth by the base Port Operations officer regarding vehicle and equipment limitation on or around the supporting pier.

h. The Production Company will adhere to all requirements and inspections deemed necessary in support of the production.

i. The Production Company must work with the DoD project officer to seek approval via Naval Base San Diego and Naval Air Station North Island Environmental Programs to discharge any materials into Naval Base San Diego or Naval Air Station North Island's harbors, and ensure best management practices are followed to ensure materials are not inadvertently discharged as a result of production activities in, on or around the ship or pier.

j. The Production Company is required to provide local air permits or certificates of air quality control for any generators used on Naval Base San Diego and Naval Air Station North Island.

10. The Production Company will provide the DoD project officer with whatever internal communications equipment it is supplying to Production Company crew members to communicate on the set during production of military-themed sequences. The Production Company will also supply the DoD project officer with earphones to monitor military-themed dialogue and other sound recordings during these periods.

11. The Production Company will screen military-themed photography for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated; to allow DoD to confirm that military sequences conform to the agreed script. The Production Company may host the screening of the roughly edited version at the Production Company's office, or at Production Company's election provide, a digital copy. For the avoidance of doubt, DoD does not have an approval right pursuant to this paragraph.

12. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused in other productions without DoD approval unless such productions are related to "**The Last Ship: Season Three**" (e.g., subsequent "The Last Ship" productions, such as companion pieces [e.g., behind the scenes pieces, subsequent episodes, prequels, sequels, and theatrical versions.] For the avoidance of doubt, the foregoing will not prohibit the Production Company from exploiting the production (in whole or in part, or any element thereof) in any manner, media and all ancillary markets, now known or hereafter devised (including, without limitation, theatrical, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The Production Company will provide the project officer of other designated DoD official

Turner North Center Productions, Inc., The Last Ship: Season Three
Department of Defense Production Assistance Agreement

with a courtesy screening of the completed production at the Production Company's office, or at Production Company's election, provide a screener copy prior to public exhibition.

14. The Production Company will place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgement(s) will be keeping with industry customs and practices, and will be of the same size and font used for other similar credits in the end titles.

15. The Production Company will provide DoD with five (5) copies of all promotional and marketing materials [e.g., electronic press kits, on-sheets and television advertisements] that Production Company sends to the general public for internal information and historical purposes in documenting DoD assistance to the production.

16. The Production Company will provide DoD a minimum of five (5) digital video disc (DVD) copies of the completed production, when the DVD is commercially available to the general public. Such copies may be used solely by DoD for internal briefings and for historical purposes. DoD will not exhibit these DVDs or to copy them. DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose.

17. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD project officer and assigned official technical advisor(s), whose activities must be consistent with their authorized additional duties. Service members in an off-duty, non-official status may be hired by the Production Company to perform as actors, extras, etc., provided there is no conflict with existing Service regulations. In such cases, these conditions apply:

a. Contractual agreements are solely between those individuals and the Production Company; however they should be consistent with industry standards.

b. The DoD project officer will ensure that Service members will comply with standards of conduct regulations in accepting employment.

c. The Production Company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

18. The Production Company may make donations or gifts in-kind to morale, welfare, and recreation programs of the unit(s) involved; however, donations of this kind are not at all required, and are not in any manner a DoD consideration in the determination of whether or not a

Turner North Center Productions, Inc., The Last Ship: Season Three
Department of Defense Production Assistance Agreement

production should receive DoD assistance. These donations must be coordinated through the DoD project officer.

19. The DoD agrees to take all reasonable steps to ensure its personnel and service members, (a) keep all information about production confidential, including, without limitation, any elements thereof, such as sets, costumes, shooting locations, stories, scripts, season pickups, spoilers, plots, endings results or information regarding any characters, participants, cast or crew members (collectively, "Program Elements"); (b) not issue any statement to a member of the press, or authorize or participant in any publicity or other dissemination of information about, or which mentions, the production, Production Company or any Program Elements without Production Company's advance written approval; (c) not make any public statement or disseminate any information about Production Company, the Production or any Program Elements, whether by oral, written or electronic means (including, without limitation, via email, text message, blogging or social media websites such as Twitter and Facebook); (d) except otherwise expressly permitted in this Agreement, not use or authorize the use of any personal or third party camera or recording device (include, without limitation, a cell phone) to take photographs or recordings (whether audio and/or visual) of any activities related to the production or any cast, crew, other personnel, sets or other Program Elements; DoD agrees that the Production Company will exclusively own all rights to any such photographs or recordings as a "work-made-for-hire" (and DoD alternatively hereby assigns or shall cause to be assigned all such rights to Production Company) and DoD will notify personnel of the foregoing.

20. The undersigned parties warrant that they have the authority to enter into this Agreement and to grant the rights granted herein, and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein. The rights granted to Production Company in this Agreement are in addition to, and do not limit the rights that Production Company would ordinarily enjoy in the absence of this Agreement.

21. This Agreement consists of nine (9) pages. Each page shall be initialed by the undersigned DoD and Production Company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the Production Company and any licensee or assignee successor of the Production Company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the Production Company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of "**The Last Ship: Season Three.**"

Turner North Center Productions, Inc., The Last Ship: Season Three
Department of Defense Production Assistance Agreement

FOR THE DEPARTMENT OF DEFENSE

FOR TURNER NORTH CENTER
PRODUCTIONS INC.

Signature and Date

(b)(6)

Director, Entertainment Media
The Pentagon
Room 2E966
Washington, DC 20301-1400

Signature and Date

William F. Phillips
Vice President, Original Production
3500 W. Olive Ave., 15th Floor
Burbank, CA 91505
818-729-7367

Name of DoD project officer:

(b)(6)

Navy Office of Information, West
10880 Wilshire Blvd., Suite 1220
Los Angeles CA 90024

(b)(6)

U.S. DEPARTMENT OF DEFENSE
TELEVISION SERIES PRODUCTION ASSISTANCE AGREEMENT
DoD-2014-1016-NT-00001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Turner North Center Productions, Inc.**, hereinafter referred to as the "Production Company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television series known at this time as "**The Last Ship: Season TWO**"

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION:

1. NAVINFOWEST will coordinate with SURFPAC, COMTHIRDFLT, AIRPAC and other Fleet Forces Commands to map existing training operations from October 2014- May 2015 to enable production onboard active duty Arleigh Burke-Class Destroyers with accompanying air element detachment in order to simulate the USS Nathan James (a fictitious DDG portrayed in the series). Assets provided in support of **The Last Ship: Season TWO** will be on a per episode addendum basis.
2. [see Attachment 1].

It is agreed between DoD and the Production Company that:

All written notices required to be sent to the Production Company pursuant to this Agreement shall be sent to William Phillips, VP Production, at 3500 W. Olive Ave., 14th Floor, Burbank, CA 91505, with a courtesy copy to the Legal Department at 3500 W. Olive Ave., 15th Floor, Burbank, CA 9150. Only William Phillips (william.phillips@turner.com)/(818) 729-7367) has authority hereunder to issue any approvals on behalf of Production Company. Without limiting the foregoing, DoD shall Cc William Phillips at william.phillips@turner.com on all production notes, script comments, approvals and disapprovals. If William Phillips is unavailable, Production Company hereby designates Mark Weissman (mark.weissman@turner.com)/(818) 729-7428) as an alternate for the purpose of receiving all notices and issuing any approvals on behalf of Production Company.

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this Agreement are met. The DoD project officer, or his or her designee, will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of "**The Last Ship: Season TWO.**" The DoD project officer is the primary liaison between the Production Company and the DoD; all military coordination for assets, personnel and subject matter expertise as required must go through him or her. Military portrayal which does not incorporate active-duty assets, equipment or personnel shall be coordinated by a technical adviser on the Production Company's staff. The Production Company will consult with the DoD project officer in all pre-production, production, and post-production that involves or depicts the U.S. military.

Turner North Center Productions, Inc., The Last Ship: Season TWO
Department of Defense Production Assistance Agreement

2. The Production Company will cast actors, extras, double and stunt personnel portraying Service members who substantially conform (or can be given the appearance of conforming, on-screen) to individual Military Service regulations, of which the Production Company is notified in advance, governing age, height and weight, uniform, grooming, and appearance, and conduct standards. DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of these portrayals cannot be resolved in good faith negotiation between the Production Company and DoD within a 72-business hour cure-period DoD's approval of reasonable deviations from such regulations in light of the story of "**The Last Ship: Season TWO**" shall not be unreasonably withheld. DoD project officer will provide written guidance about such regulations specific to each Military Service member being portrayed.

3. DoD has approved production assistance as in the best interest of DoD, based scripts and story overviews reviewed and approved by DoD for Episodes 201-203. Episodes 204-213 will be approved based on preliminary synopsis and subject matter expert review, and some comments excepted by TNT. The Production Company may schedule on-location or set filming for any of thirteen episodes with the caveat that additional episodes outside of Episodes 201-203 onboard Navy installations, ships, or of personnel will require an addendum to this Production Assistance Agreement, and DoD maintains its right to rough cut review of all scenes and episodes.

In connection with such assistance, the Production Company must use reasonable efforts to obtain in advance, DoD concurrence (such DoD concurrence not to be unreasonably withheld or delayed with consideration to be made for the exigencies of production and the nature of the storyline) for any subsequent, material changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

With approval from the Navy Exchange Command, authorize TNT the ability to purchase uniform items specific to portrayal of Navy Sailors.

4. The operational capability and readiness of the Military Components will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the Production Company.

a. In the event support of this production negatively impacts the ability of Naval Base San Diego, or Naval Air Station North Island personnel to complete their primary mission, the Commanding Officer of Naval Base San Diego, or Naval Air Station North Island reserves the right to withdraw support of the production.

Turner North Center Productions, Inc., The Last Ship: Season TWO
Department of Defense Production Assistance Agreement

5. There will be no deviation from established DoD safety and conduct standards. The DoD project officer, or his or her designee, will coordinate such standards and compliance therewith. DoD will provide the Production Company advance notice of such safety or conduct standards upon request.

a. Per OPNAVINST 5720.2M, the Production Company understands and agrees that personnel who are pregnant are not allowed onboard a U.S. Navy ship after the 20th week of pregnancy. The commanding officer of the ship is permitted to restrict this timeline as he/she deems necessary to prevent mishaps on board.

6. The Production Company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of "**The Last Ship: Season TWO**"; provided that Production Company has advance written approval of such expenses. The estimated amount will be detailed when assessed. Unless agreed upon otherwise, the Production Company agrees to post advance payment or a letter of credit in the amount estimated to comprise the total additional DoD expenses or deposit such funds that may be reasonably necessary. The payment or letter of credit will be submitted to the Military Component(s) designated to provide the assistance, or to another DoD agency, as deemed appropriate by DoD.

a. DOD agrees to provide statements of charges assessed by each installation or DoD Component providing assets to assist in the production within forty-five (45) days from the last day of the month in which filming is completed. Reimbursements are to be restored to each specific account from which they are drawn to assist the production.

b. The Production Company will be charged for only those expenses that are considered to be additional costs to the DoD in excess of those that would otherwise have been incurred, including but not limited to: fuel, resultant depot maintenance, expendable supplies, travel and per diem (at basic crew rate), civilian overtime, and lost or damaged equipment.

c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within forty-five (45) days from the last day of the month in which filming is completed.

7. The Production Company will be charged for, or at Production Company's election, shall provide the travel, lodging, per diem and incidental expenses (to be approved by Production Company in advance) for the DoD project officer, the DoD Director of Entertainment Media or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD and who are required to travel more than one hundred (100) miles from their residence or ordinary place of business, and provided that production company is notified of such individuals in advance and shall not be required to so provide for more than three

Turner North Center Productions, Inc., The Last Ship: Season TWO
Department of Defense Production Assistance Agreement

(3) such individuals. For each of these individuals, the Production Company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.

b. A full-size or mid-size vehicle capable of transporting four (4) adults comfortably (with fuel and with loss, damage, and collision automobile insurance paid for by the Production Company) for his or her personal use during the filming, including for his or her stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided. No more than two (2) such vehicles will be required at any one time.

c. Hotel accommodations equivalent to those provided to the Production Company's crew.

d. A dedicated, on-location trailer, room or other comparable work space with full Internet access, desk, seating, and en-suite toilet.

8. Without limiting any rights of Production Company under each Production Assistance Agreement executed October 18, 2012, and October 16, 2014, DoD hereby provides a general release and grants to the Production Company the right to make and use all photography and sound recordings of any and all Service members (including their name, voice and likeness), equipment, uniforms, vessels, DoD and/or Navy logos, trademarks, services marks, indicia, names trade dress, slogans, signs, copyrightable works, artwork and photographs, and real estate, and mock-up and/or reproduce any of the foregoing, in and in connection with television series (which for purposes of this paragraph shall include "**The Last Ship: Season TWO**, any episodes, future seasons and subsequent productions), including, without limitation, the advertising and promotion thereof, throughout the universe, in perpetuity, subject to the limitations in Paragraph 12 of this Agreement. Without limiting the generality of the foregoing, DoD agrees that the rights granted hereunder shall include: the perpetual, worldwide royalty-free right of Production Company, its successors, assigns and licensees to edit, telecast, cable cast, stream, rerun, record, publish, reproduce, perform, use, license, print, distribute and/or otherwise exploit, in any manner and in any medium or forum, whether now known or hereafter devised, the production, in whole or in part or any element thereof (including, without limitations, any name, marks and logos), without any consideration to DoD or any Service members. DoD represents and warrants that its contract with all current and former Service members gives DoD the right to grant Production Company the name, voice and likeness rights of such Service members, and that DoD has the authority and right to enter into this Agreement and to grant Production Company all of the rights set forth herein. DoD shall indemnify and hold harmless Production Company, its parent, affiliates, successors, assigns, licensees and their respective officers, directors, employees, agents and representatives from any and all claims, damages and expenses (including reasonable outside attorney fees) arising out of breach

Turner North Center Productions, Inc., The Last Ship: Season TWO
Department of Defense Production Assistance Agreement

by DoD of its representations, warranties or agreements contained herein.

9. As a condition of DoD assistance, the Production Company will:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the Production Company's possession or use of DoD property or other assistance in connection with this production of "The Last Ship: Season TWO," to include: pre-production, post-production and DoD-provided orientation or training. This provision will not in any event obligate Production Company to indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property or negligence on the part of DoD, its agencies, officers, or employees, a breach by DoD of this Agreement, or the application of any DoD or Navy guidelines, rules, policies, regulations, or orders of any officers.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The Production Company will maintain, at its sole expense, insurance in such reasonable amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer and the commanding officer of Naval Base San Diego or his or her designees.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval (not to be unreasonably withheld) of the DoD project officer and the commanding officer of Naval Base San Diego and Naval Air Station North Island.

e. At reasonable times mutually agreed upon by DoD and Production Company, allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of Production Company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the filming and may not be released or made available to the general public without the prior written consent of Production Company. However, notwithstanding the foregoing, after the initial U.S. telecast of the applicable episode, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming, talent, crew, or sets without the prior written approval of both the Production Company and the individuals who would appear in such

Turner North Center Productions, Inc., The Last Ship: Season TWO
Department of Defense Production Assistance Agreement

photography.

f. The Production Company will adhere to the base Security Officer's process for base access. All production crew members must submit their name to the Project Officer, no later than 72 business-hours in advance; if a production crew member is denied access they are not authorized to access Naval Base San Diego or Naval Air Station North Island.

g. The Production Company must adhere to all general guidelines (of which Production Company has advance written notice) put forth by the base Port Operations officer regarding vehicle and equipment limitation on or around the supporting pier.

h. The Production Company will adhere to all reasonable inspections deemed necessary in support of the production.

i. The Production Company must work with the DoD project officer to seek approval via Naval Base San Diego and Naval Air Station North Island Environmental Programs to discharge any materials into Naval Base San Diego or Naval Air Station North Island's harbors, and ensure best management practices are followed to ensure materials are not inadvertently discharged as a result of production activities in, on or around the ship or pier.

j. To the extent required by law, Production Company shall provide or request its generator vendor to provide, air permits or certificates of air quality control for any generators used by Production Company on Naval Base San Diego and Naval Air Station North Island.

10. The Production Company will provide the DoD project officer with whatever internal communications equipment it is supplying to Production Company crew members to communicate on the set during production of military-themed sequences. The Production Company will also supply the DoD project officer with earphones to monitor military-themed dialogue and other sound recordings during these periods.

11. The Production Company will screen military-themed photography for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated; to allow DoD to confirm that military sequences conform to the agreed script. The Production Company may host the screening of the roughly edited version at the Production Company's office, or at Production Company's election provide, a digital copy. For the avoidance of doubt, DoD does not have an approval right pursuant to this paragraph.

12. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused in other productions without DoD approval unless such productions are related to "**The Last Ship: Season TWO**" (e.g., subsequent "**The Last Ship**" productions, such as companion pieces [e.g., behind the scenes

Turner North Center Productions, Inc., The Last Ship: Season TWO
Department of Defense Production Assistance Agreement

pieces], subsequent episodes, prequels, sequels, and theatrical versions.) For the avoidance of doubt, the foregoing will not prohibit the Production Company from exploiting the production (in whole or in part, or any element thereof) in any manner, media and all ancillary markets, now known or hereafter devised (including, without limitation, theatrical, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The Production Company will provide the project officer of other designated DoD official with a courtesy screening of the completed production at the Production Company's office, or at Production Company's election, provide a screener copy prior to public exhibition.

14. The Production Company will place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgement(s) will be keeping with industry customs and practices, and will be of the same size and font used for other similar credits in the end titles.

15. The Production Company will provide DoD with five (5) copies of all promotional and marketing materials [e.g., electronic press kits, on-sheets and television advertisements] that Production Company sends to the general public for internal information and historical purposes in documenting DoD assistance to the production.

16. The Production Company will provide DoD a minimum of five (5) digital video disc (DVD) copies of the completed production, when the DVD is commercially available to the general public. Such copies may be used solely by DoD for internal briefings and for historical purposes. DoD will not exhibit these DVDs or to copy them. DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose.

17. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD project officer and assigned official technical advisor(s), whose activities must be consistent with their authorized additional duties. Service members in an off-duty, non-official status may be hired by the Production Company to perform as actors, extras, etc., provided there is no conflict with existing Service regulations. In such cases, these conditions apply:

a. Contractual agreements are solely between those individuals and the Production Company; however they should be consistent with industry standards.

b. The DoD project officer will ensure that Service members will comply with standards of conduct regulations in accepting employment.

Turner North Center Productions, Inc., The Last Ship: Season TWO
Department of Defense Production Assistance Agreement

c. The Production Company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

18. The Production Company may make donations or gifts in-kind to morale, welfare, and recreation programs of the unit(s) involved; however, donations of this kind are not at all required, and are not in any manner a DoD consideration in the determination of whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD project officer.

19. DoD agrees to take all reasonable steps to ensure its personnel and Service members, (a) keep all information about production confidential, including, without limitation, any elements thereof, such as sets, costumes, shooting locations, stories, scripts, season pickups, spoilers, plots, endings results or information regarding any characters, participants, cast or crew members (collectively, "Program Elements"); (b) not issue any statement to a member of the press, or authorize or participant in any publicity or other dissemination of information about, or which mentions, the production, Production Company or any Program Elements without Production Company's advance written approval; (c) not make any public statement or disseminate any information about Production Company, the Production or any Program Elements, whether by oral, written or electronic means (including, without limitation, via email, text message, blogging or social media websites such as Twitter and Facebook); (d) except otherwise expressly permitted in this Agreement, not use or authorize the use of any personal or third party camera or recording device (include, without limitation, a cell phone) to take photographs or recordings (whether audio and/or visual) of any activities related to the production or any cast, crew, other personnel, sets or other Program Elements; DoD agrees that the Production Company will exclusively own all rights to any such photographs or recordings as a "work-made-for-hire" (and DoD alternatively hereby assigns or shall cause to be assigned all such rights to Production Company) and DoD will notify personnel of the foregoing.

20. The undersigned parties warrant that they have the authority to enter into this Agreement and to grant the rights granted herein, and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein. The rights granted to Production Company in this Agreement are in addition to, and do not limit the rights that Production Company would ordinarily enjoy in the absence of this Agreement.

21. This Agreement consists of nine (9) pages. Each page shall be initialed by the undersigned DoD and Production Company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the Production Company and any licensee or assignee successor of the Production Company; any usage of the footage of DoD provided vessels or aircraft for

Turner North Center Productions, Inc., The Last Ship: Season TWO
Department of Defense Production Assistance Agreement

purposes other than in or in connection with The Last Ship must be approved by DoD in advance; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the Production Company or its successor or any other party arising out of use or non-use of said photography and or sound recordings.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)
[Redacted Signature and Date]

Signature and Date

(b)(6)
Director, Entertainment Media
The Pentagon
Room 2E966
Washington, DC 20301-1400

Name of DoD project officer:

(b)(6)
Navy Office of Information - West
10880 Wilshire Blvd., Suite 1220
Los Angeles CA 90024

(b)(6)
[Redacted]

FOR TURNER NORTH CENTER
PRODUCTIONS INC.

 11-13-14
Signature and Date

William F. Phillips
Vice President, Original Production
3500 W. Olive Ave., 15th Floor
Burbank, CA 91505
818-729-7367



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20140820-001-N-D

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with the High Noon Entertainment hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television show known at this time as The Trip 2015.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

- I. With NAVINFO West and Navy Region Hawaii approval and escort:
 - a. Capture authorized broll while aboard a Navy-operated memorial shuttle craft.
 - b. Capture broll of Ford Island.
- II. Filming is tentatively scheduled for Sept. 8, 2014.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the August 20, 2014 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these

DoD (b)(6)

Production Company (PS)

circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of The Trip 2015. The estimated amount shall be detailed and included.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

--No additional costs incurred.--

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company shall provide:

--No travel expenses incurred.--

8. By approving DoD production assistance for The Trip 2015, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:


a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of The Trip 2015. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

DoD (b)(6)

Production Company 

- b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.
- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.
- f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).
10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.
11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

DoD (b)(6)

Production Company 

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of four pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of The Trip 2015.

FOR THE DEPARTMENT OF DEFENSE

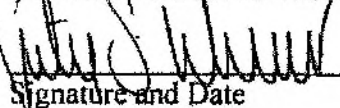
(b)(6)

Signature and Date

(b)(6)

Director, Community & Public Outreach
OASD(PA)/CPO 2D982
The Pentagon


FOR HIGH NOON ENTERTAINMENT

 8/20/14
Signature and Date

Peter Woronov
Executive Producer
The Trip 2015/Travel Channel

DoD

(b)(6)

Production Company 



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20130621-ND-00006

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with Long Pond Media, LLC hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as The Great Food Truck Race.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION
[See Attachment 1]

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the June 21, 2013 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

DoD (b)(6)

Production Company

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of The Great Food Truck Race. The estimated amount shall be detailed and included (e.g., "see Attachment 2," etc).

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company shall provide:

a. Round-trip air transportation and ground transfers to the production location (s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.

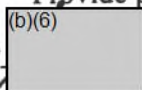
b. Hotel accommodations equivalent to those provided to the production company's crew.

8. By approving DoD production assistance for The Great Food Truck Race , DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of The Great Food Truck Race. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an

DoD  (b)(6)

Production Company 

additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other

DoD (b)(6)

Production Company 

productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of five pages including one attachment. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of The Great Food Truck Race.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

[Redacted Signature/Date]

Signature/and Date 7/10

(b)(6)

[Redacted Signature/Date]

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR RELATIVITY REAL MEDIA, LLC

 6/21/2013

Signature and Date

Name: FRANCESCO GIUSEPPE PACE

LINE PRODUCER 1040 N. LAS PALMAS AVE
Title and Address LA, CA 90038

DoD _____

Production Company 

Attachment 1

With approval and supervision of the appropriate local Public Affairs Officer, the Production Company is authorized;

1. To shoot footage and reaction interview(s) of the designated Navy representative in uniform while performing duties as a Navy Executive Chef guest judge for The Great Food Truck Race on or about Saturday, June 22, 2013.

DoI (b)(6)

U.S. DEPARTMENT OF DEFENSE
TELEVISION SERIES PRODUCTION ASSISTANCE AGREEMENT
DoD-2014-1016-NT-00001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Turner North Center Productions, Inc.**, hereinafter referred to as the "Production Company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television series known at this time as "**The Last Ship: Season TWO**"

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION:

1. NAVINFOWEST will coordinate with SURFPAC, COMTHIRDFLT, AIRPAC and other Fleet Forces Commands to map existing training operations from October 2014- May 2015 to enable production onboard active duty Arleigh Burke-Class Destroyers with accompanying air element detachment in order to simulate the USS Nathan James (a fictitious DDG portrayed in the series). Assets provided in support of **The Last Ship: Season TWO** will be on a per episode addendum basis.
2. [see Attachment 1].

It is agreed between DoD and the Production Company that:

All written notices required to be sent to the Production Company pursuant to this Agreement shall be sent to William Phillips, VP Production, at 3500 W. Olive Ave., 14th Floor, Burbank, CA 91505, with a courtesy copy to the Legal Department at 3500 W. Olive Ave., 15th Floor, Burbank, CA 9150. Only William Phillips (william.phillips@turner.com)/(818) 729-7367) has authority hereunder to issue any approvals on behalf of Production Company. Without limiting the foregoing, DoD shall Cc William Phillips at william.phillips@turner.com on all production notes, script comments, approvals and disapprovals. If William Phillips is unavailable, Production Company hereby designates Mark Weissman (mark.weissman@turner.com)/(818) 729-7428) as an alternate for the purpose of receiving all notices and issuing any approvals on behalf of Production Company.

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this Agreement are met. The DoD project officer, or his or her designee, will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of "**The Last Ship: Season TWO.**" The DoD project officer is the primary liaison between the Production Company and the DoD; all military coordination for assets, personnel and subject matter expertise as required must go through him or her. Military portrayal which does not incorporate active-duty assets, equipment or personnel shall be coordinated by a technical adviser on the Production Company's staff. The Production Company will consult with the DoD project officer in all pre-production, production, and post-production that involves or depicts the U.S. military.

Turner North Center Productions, Inc., The Last Ship: Season TWO
Department of Defense Production Assistance Agreement

2. The Production Company will cast actors, extras, double and stunt personnel portraying Service members who substantially conform (or can be given the appearance of conforming, on-screen) to individual Military Service regulations, of which the Production Company is notified in advance, governing age, height and weight, uniform, grooming, and appearance, and conduct standards. DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of these portrayals cannot be resolved in good faith negotiation between the Production Company and DoD within a 72-business hour cure-period DoD's approval of reasonable deviations from such regulations in light of the story of "**The Last Ship: Season TWO**" shall not be unreasonably withheld. DoD project officer will provide written guidance about such regulations specific to each Military Service member being portrayed.

3. DoD has approved production assistance as in the best interest of DoD, based scripts and story overviews reviewed and approved by DoD for Episodes 201-203. Episodes 204-213 will be approved based on preliminary synopsis and subject matter expert review, and some comments excepted by TNT. The Production Company may schedule on-location or set filming for any of thirteen episodes with the caveat that additional episodes outside of Episodes 201-203 onboard Navy installations, ships, or of personnel will require an addendum to this Production Assistance Agreement, and DoD maintains its right to rough cut review of all scenes and episodes.

In connection with such assistance, the Production Company must use reasonable efforts to obtain in advance, DoD concurrence (such DoD concurrence not to be unreasonably withheld or delayed with consideration to be made for the exigencies of production and the nature of the storyline) for any subsequent, material changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

With approval from the Navy Exchange Command, authorize TNT the ability to purchase uniform items specific to portrayal of Navy Sailors.

4. The operational capability and readiness of the Military Components will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the Production Company.

a. In the event support of this production negatively impacts the ability of Naval Base San Diego, or Naval Air Station North Island personnel to complete their primary mission, the Commanding Officer of Naval Base San Diego, or Naval Air Station North Island reserves the right to withdraw support of the production.

Turner North Center Productions, Inc., The Last Ship: Season TWO
Department of Defense Production Assistance Agreement

5. There will be no deviation from established DoD safety and conduct standards. The DoD project officer, or his or her designee, will coordinate such standards and compliance therewith. DoD will provide the Production Company advance notice of such safety or conduct standards upon request.

a. Per OPNAVINST 5720.2M, the Production Company understands and agrees that personnel who are pregnant are not allowed onboard a U.S. Navy ship after the 20th week of pregnancy. The commanding officer of the ship is permitted to restrict this timeline as he/she deems necessary to prevent mishaps on board.

6. The Production Company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of "**The Last Ship: Season TWO**"; provided that Production Company has advance written approval of such expenses. The estimated amount will be detailed when assessed. Unless agreed upon otherwise, the Production Company agrees to post advance payment or a letter of credit in the amount estimated to comprise the total additional DoD expenses or deposit such funds that may be reasonably necessary. The payment or letter of credit will be submitted to the Military Component(s) designated to provide the assistance, or to another DoD agency, as deemed appropriate by DoD.

a. DOD agrees to provide statements of charges assessed by each installation or DoD Component providing assets to assist in the production within forty-five (45) days from the last day of the month in which filming is completed. Reimbursements are to be restored to each specific account from which they are drawn to assist the production.

b. The Production Company will be charged for only those expenses that are considered to be additional costs to the DoD in excess of those that would otherwise have been incurred, including but not limited to: fuel, resultant depot maintenance, expendable supplies, travel and per diem (at basic crew rate), civilian overtime, and lost or damaged equipment.

c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within forty-five (45) days from the last day of the month in which filming is completed.

7. The Production Company will be charged for, or at Production Company's election, shall provide the travel, lodging, per diem and incidental expenses (to be approved by Production Company in advance) for the DoD project officer, the DoD Director of Entertainment Media or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD and who are required to travel more than one hundred (100) miles from their residence or ordinary place of business, and provided that production company is notified of such individuals in advance and shall not be required to so provide for more than three

Turner North Center Productions, Inc., The Last Ship: Season TWO
Department of Defense Production Assistance Agreement

(3) such individuals. For each of these individuals, the Production Company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.

b. A full-size or mid-size vehicle capable of transporting four (4) adults comfortably (with fuel and with loss, damage, and collision automobile insurance paid for by the Production Company) for his or her personal use during the filming, including for his or her stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided. No more than two (2) such vehicles will be required at any one time.

c. Hotel accommodations equivalent to those provided to the Production Company's crew.

d. A dedicated, on-location trailer, room or other comparable work space with full Internet access, desk, seating, and en-suite toilet.

8. Without limiting any rights of Production Company under each Production Assistance Agreement executed October 18, 2012, and October 16, 2014, DoD hereby provides a general release and grants to the Production Company the right to make and use all photography and sound recordings of any and all Service members (including their name, voice and likeness), equipment, uniforms, vessels, DoD and/or Navy logos, trademarks, services marks, indicia, names trade dress, slogans, signs, copyrightable works, artwork and photographs, and real estate, and mock-up and/or reproduce any of the foregoing, in and in connection with television series (which for purposes of this paragraph shall include "**The Last Ship: Season TWO**, any episodes, future seasons and subsequent productions), including, without limitation, the advertising and promotion thereof, throughout the universe, in perpetuity, subject to the limitations in Paragraph 12 of this Agreement. Without limiting the generality of the foregoing, DoD agrees that the rights granted hereunder shall include: the perpetual, worldwide royalty-free right of Production Company, its successors, assigns and licensees to edit, telecast, cable cast, stream, rerun, record, publish, reproduce, perform, use, license, print, distribute and/or otherwise exploit, in any manner and in any medium or forum, whether now known or hereafter devised, the production, in whole or in part or any element thereof (including, without limitations, any name, marks and logos), without any consideration to DoD or any Service members. DoD represents and warrants that its contract with all current and former Service members gives DoD the right to grant Production Company the name, voice and likeness rights of such Service members, and that DoD has the authority and right to enter into this Agreement and to grant Production Company all of the rights set forth herein. DoD shall indemnify and hold harmless Production Company, its parent, affiliates, successors, assigns, licensees and their respective officers, directors, employees, agents and representatives from any and all claims, damages and expenses (including reasonable outside attorney fees) arising out of breach

Turner North Center Productions, Inc., The Last Ship: Season TWO
Department of Defense Production Assistance Agreement

by DoD of its representations, warranties or agreements contained herein.

9. As a condition of DoD assistance, the Production Company will:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the Production Company's possession or use of DoD property or other assistance in connection with this production of "The Last Ship: Season TWO," to include: pre-production, post-production and DoD-provided orientation or training. This provision will not in any event obligate Production Company to indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property or negligence on the part of DoD, its agencies, officers, or employees, a breach by DoD of this Agreement, or the application of any DoD or Navy guidelines, rules, policies, regulations, or orders of any officers.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The Production Company will maintain, at its sole expense, insurance in such reasonable amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer and the commanding officer of Naval Base San Diego or his or her designees.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval (not to be unreasonably withheld) of the DoD project officer and the commanding officer of Naval Base San Diego and Naval Air Station North Island.

e. At reasonable times mutually agreed upon by DoD and Production Company, allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of Production Company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the filming and may not be released or made available to the general public without the prior written consent of Production Company. However, notwithstanding the foregoing, after the initial U.S. telecast of the applicable episode, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming, talent, crew, or sets without the prior written approval of both the Production Company and the individuals who would appear in such

Turner North Center Productions, Inc., The Last Ship: Season TWO
Department of Defense Production Assistance Agreement

photography.

f. The Production Company will adhere to the base Security Officer's process for base access. All production crew members must submit their name to the Project Officer, no later than 72 business-hours in advance; if a production crew member is denied access they are not authorized to access Naval Base San Diego or Naval Air Station North Island.

g. The Production Company must adhere to all general guidelines (of which Production Company has advance written notice) put forth by the base Port Operations officer regarding vehicle and equipment limitation on or around the supporting pier.

h. The Production Company will adhere to all reasonable inspections deemed necessary in support of the production.

i. The Production Company must work with the DoD project officer to seek approval via Naval Base San Diego and Naval Air Station North Island Environmental Programs to discharge any materials into Naval Base San Diego or Naval Air Station North Island's harbors, and ensure best management practices are followed to ensure materials are not inadvertently discharged as a result of production activities in, on or around the ship or pier.

j. To the extent required by law, Production Company shall provide or request its generator vendor to provide, air permits or certificates of air quality control for any generators used by Production Company on Naval Base San Diego and Naval Air Station North Island.

10. The Production Company will provide the DoD project officer with whatever internal communications equipment it is supplying to Production Company crew members to communicate on the set during production of military-themed sequences. The Production Company will also supply the DoD project officer with earphones to monitor military-themed dialogue and other sound recordings during these periods.

11. The Production Company will screen military-themed photography for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated; to allow DoD to confirm that military sequences conform to the agreed script. The Production Company may host the screening of the roughly edited version at the Production Company's office, or at Production Company's election provide, a digital copy. For the avoidance of doubt, DoD does not have an approval right pursuant to this paragraph.

12. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused in other productions without DoD approval unless such productions are related to "**The Last Ship: Season TWO**" (e.g., subsequent "**The Last Ship**" productions, such as companion pieces [e.g., behind the scenes

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Turner North Center Productions, Inc., The Last Ship: Season TWO
Department of Defense Production Assistance Agreement

pieces], subsequent episodes, prequels, sequels, and theatrical versions.) For the avoidance of doubt, the foregoing will not prohibit the Production Company from exploiting the production (in whole or in part, or any element thereof) in any manner, media and all ancillary markets, now known or hereafter devised (including, without limitation, theatrical, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The Production Company will provide the project officer of other designated DoD official with a courtesy screening of the completed production at the Production Company's office, or at Production Company's election, provide a screener copy prior to public exhibition.

14. The Production Company will place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgement(s) will be keeping with industry customs and practices, and will be of the same size and font used for other similar credits in the end titles.

15. The Production Company will provide DoD with five (5) copies of all promotional and marketing materials [e.g., electronic press kits, on-sheets and television advertisements] that Production Company sends to the general public for internal information and historical purposes in documenting DoD assistance to the production.

16. The Production Company will provide DoD a minimum of five (5) digital video disc (DVD) copies of the completed production, when the DVD is commercially available to the general public. Such copies may be used solely by DoD for internal briefings and for historical purposes. DoD will not exhibit these DVDs or to copy them. DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose.

17. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD project officer and assigned official technical advisor(s), whose activities must be consistent with their authorized additional duties. Service members in an off-duty, non-official status may be hired by the Production Company to perform as actors, extras, etc., provided there is no conflict with existing Service regulations. In such cases, these conditions apply:

a. Contractual agreements are solely between those individuals and the Production Company; however they should be consistent with industry standards.

b. The DoD project officer will ensure that Service members will comply with standards of conduct regulations in accepting employment.

Turner North Center Productions, Inc., The Last Ship: Season TWO
Department of Defense Production Assistance Agreement

c. The Production Company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

18. The Production Company may make donations or gifts in-kind to morale, welfare, and recreation programs of the unit(s) involved; however, donations of this kind are not at all required, and are not in any manner a DoD consideration in the determination of whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD project officer.

19. DoD agrees to take all reasonable steps to ensure its personnel and Service members, (a) keep all information about production confidential, including, without limitation, any elements thereof, such as sets, costumes, shooting locations, stories, scripts, season pickups, spoilers, plots, endings results or information regarding any characters, participants, cast or crew members (collectively, "Program Elements"); (b) not issue any statement to a member of the press, or authorize or participant in any publicity or other dissemination of information about, or which mentions, the production, Production Company or any Program Elements without Production Company's advance written approval; (c) not make any public statement or disseminate any information about Production Company, the Production or any Program Elements, whether by oral, written or electronic means (including, without limitation, via email, text message, blogging or social media websites such as Twitter and Facebook); (d) except otherwise expressly permitted in this Agreement, not use or authorize the use of any personal or third party camera or recording device (include, without limitation, a cell phone) to take photographs or recordings (whether audio and/or visual) of any activities related to the production or any cast, crew, other personnel, sets or other Program Elements; DoD agrees that the Production Company will exclusively own all rights to any such photographs or recordings as a "work-made-for-hire" (and DoD alternatively hereby assigns or shall cause to be assigned all such rights to Production Company) and DoD will notify personnel of the foregoing.

20. The undersigned parties warrant that they have the authority to enter into this Agreement and to grant the rights granted herein, and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein. The rights granted to Production Company in this Agreement are in addition to, and do not limit the rights that Production Company would ordinarily enjoy in the absence of this Agreement.

21. This Agreement consists of nine (9) pages. Each page shall be initialed by the undersigned DoD and Production Company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the Production Company and any licensee or assignee successor of the Production Company; any usage of the footage of DoD provided vessels or aircraft for

Turner North Center Productions, Inc., The Last Ship: Season TWO
Department of Defense Production Assistance Agreement

purposes other than in or in connection with The Last Ship must be approved by DoD in advance; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the Production Company or its successor or any other party arising out of use or non-use of said photography and or sound recordings.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

Director, Entertainment Media
The Pentagon
Room 2E966
Washington, DC 20301-1400

Name of DoD project officer:

(b)(6)

Navy Office of Information - West
10880 Wilshire Blvd., Suite 1220
Los Angeles CA 90024

(b)(6)

FOR TURNER NORTH CENTER
PRODUCTIONS INC.

 11-13-14
Signature and Date

William F. Phillips
Vice President, Original Production
3500 W. Olive Ave., 15th Floor
Burbank, CA 91505
818-729-7367

(b)(6)

Turner North Center Productions, Inc., The Last Ship: Season THREE
Department of Defense Production Assistance Agreement

ADDENDUM FOR EPISODES 301-302

ATTACHMENT 1

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Turner North Center Productions, Inc.**, hereinafter referred to as the "Production Company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television series known at this time as "**The Last Ship: Season THREE.**" This contract is an addendum to the Production Assistance Agreement between the Production Company and the DoD dated October 16, 2014.

U.S. NAVY

1. Commanding Officer, Naval Base Ventura County (NBVC) authorize designated production cast, crew and ground support vendors permission to access Naval Base Ventura County (NBVC) via gate #2 and transit to Hangar 34, for the purpose of pre-staging, set-up, filming, break down and load-out, commencing on or about November 1 through November 4, 2015.
2. Commanding Officer, Naval Base Ventura County in coordination with NBVC Security and tenant commands. Provide a designated utility parking lot or open area to be used as Production Company base camp, production vehicle parking, equipment trailer parking, prop vehicle staging, catering setup, mobile lavatory trailers, so long as use does not interfere with normal base operations, for preparation, duration of filming and load-out. Note: Useable areas of designated utility parking lot will be identified by NBVC PAO as noted during Tech Scout survey.
3. Commanding Officer, Naval Base Ventura County in coordination with NBVC Security/Fire Dept., authorize access and transportation of Chinese replica prop weapons (handguns and automatic rifles, RPG launchers) for the purpose of filming hostile force engagement. Note: All prop weapons have been certified "safe and in-op" IAW film industry standards and transported in locked security containers and will be made available for inspection prior to NBVC entry and at any stage of filming.
4. Commanding Officer, Naval Base Ventura County in coordination with NBVC Security, Fire and Safety Depts. authorize use of small load pyrotechnics commonly referred to as "squibs," "flash bangs" and "sim rounds" for the purpose of simulating gun fire engagement scenes. Note: The Production Company First Assistant Director (1AD) will provide the Project Officer a 1-hour, 30-minute, and 5-minute notification prior to discharging any pyrotechnic that could emit a spark, flash, smoke, sound simulating an explosion or gun discharge.

Turner North Center Productions, Inc., The Last Ship: Season THREE
Department of Defense Production Assistance Agreement

5. Commanding Officer, Naval Base Ventura County in coordination with NBVC Fire, Safety, and AFM authorize filming of vehicle roll-over sequence scene on date/time TBD in vicinity of Hangar 34 and conducted by film industry certified stunt men. **Note:** DoD personnel are not authorized to participate in any scenes involving the high probability of personnel injury.
6. Commander, Naval Air Forces Reserves (CNAFR) authorize Commanding Officer, Fleet Logistics Support Squadron 55 (CO VR-55) permission to provide access to 1 x C-130 on 2-3 November, 2015 with the intended purpose of filming interior, exterior, and scenes surrounding aircraft. **Note:** Feasibility of support approved by CNAFR with the understanding that aircraft engines will not be powered-up in support of filming. Any depiction of propellers turning will need to be inserted utilizing CGI/VFX in post-production.
7. Commanding Officer, VR-55 in coordination with NBVC Air Field Manager (AFM), authorize flight line/tarmac access in vicinity of hangar 34 for approximately 8 equipment vehicles (3 x vans; 5 stake trucks) for the purpose of staging equipment and props and quick access to production equipment during filming. **Note:** VR-55 Maintenance/Safety Dept. to conduct training with Production Company TRANSP0 personnel on proper method of conducting vehicle FOD checks, maximum speeds allowable on flight-line, and chocking of vehicles if required by AFM.
8. Commanding Officer, VR-55 authorize the Production Company permission to set-up craft service area to include a snack/geedunk cart, coffee mess, ice coolers in an area approximately 20'x30' inside hangar 34. **Note:** No open flames, direct water drainage to deck or portable power generator will be authorized inside hangar 34.
9. Commanding Officer, VR-55 designate maintenance CPO/PO1 as POC and LNO to assist with aircraft movement requests, aircraft cargo door operations, aircraft lighting request, aircraft hangar bay door operations and hangar bay exterior lighting requests.
10. Commanding Officer, VR-55 identify 12 volunteers on a leave/liberty status from 2-3 November 2015 to participate as background and extras in support of filming. **Note:** specific requirements submitted to VR-55 CMC & NBVC PAO via SEPCOR.

TURNER NORTH CENTER PRODUCTIONS, INC

1. In accordance with the Production Assistance Agreement signed 16 Oct 2014, provide per diem, incidental costs and hotel lodging in Camarillo, CA for the DoD Project Officer from 1-4 November 2015 for the purpose of coordinating equipment pre-staging, production and break down. Provide per diem, incidental costs and hotel lodging in Camarillo, CA for the Navy Project Officer from 2-4 November 2015.

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(Prepared by Deputy)
Page 2 of 3

October 28, 2015

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Turner North Center Productions, Inc., The Last Ship: Season THREE
Department of Defense Production Assistance Agreement

2. Provide meals and access to craft services for all NBVC personnel (approximately 20) and VR-55 personnel (approximately 20) involved in direct support of film production, prepping, escorting and breakdown.

3. Provide all DoD personnel volunteering as "Background/Extras" payment equivalent to the Independent Film Industry (non-Union) rate.

Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)
[Redacted Signature]

Signature and Date
(b)(6) [Redacted Date]

Director, Entertainment Media
The Pentagon
Room 2E966
Washington, DC 20301-1400


DoD Project Officer:

(b)(6)
[Redacted Name]

Navy Office of Information, West
10880 Wilshire Blvd., Suite 1220
Los Angeles CA 90024

(b)(6)
[Redacted Signature]

FOR TURNER NORTH CENTER
PRODUCTIONS INC.


Signature and Date 10/30/15

William F. Phillips
Vice President, Original Production
3500 W. Olive Ave., 15th Floor
Burbank, CA 91505
818-729-7367

The United States Department of Defense (hereinafter referred to as "DoD") acting on behalf of the United States of America, hereby agrees with **Turner North Center Productions, Inc.**, (hereinafter referred to as "the Production Company") subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a TNT television series known as "**The Last Ship.**" This contract is an addendum to the already existing production assistance agreement between the Production Company and the DoD dated 07 November 2013.

It is agreed between DoD and the Production Company that this agreement is hereby amended to include approved production assistance as in the best interest of DoD, based on the reviewed and approved Episode 105 script dated 15 November 2013.

It is agreed between DoD and the Production Company that existing filming opportunities listed in Appendix A to the agreement is hereby amended to include the following items:

1. To film USS Kidd (DDG 100) and USS Howard (DDG 83) as the ships return and/or depart Naval Base San Diego.

Deviation from this schedule must be approved by the DoD Project Officer. The undersigned DoD and Production Company representatives will initial each page of this license agreement.

This addendum includes one page.

FOR THE DEPARTMENT OF DEFENSE


(b)(6)

Signature and Date

(b)(6)

Director, Entertainment Media
The Pentagon
Room 2E966
Washington, D.C. 20301-1400

FOR TURNER NORTH CENTER
PRODUCTIONS, INC.

 1-19-13
Signature and Date

William F. Phillips
Vice President, Original Production
3500 W. Olive Ave., 15th Floor
Burbank, CA 91505
818-729-7367


Name of DoD project officer:

(b)(6)

Navy Office of Information, West
10880 Wilshire Blvd., Suite 1220
Los Angeles, CA 90024

(b)(6)

(b)(6)

Producer: 

Prepared by (b)(6)

The United States Department of Defense (hereinafter referred to as "DoD") acting on behalf of the United States of America, hereby agrees with **Turner North Center Productions, Inc.**, (hereinafter referred to as "the Production Company") subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a TNT television series known as "The Last Ship." This contract is an addendum to the already existing production assistance agreement between the Production Company and the DoD dated 06 January 2014.

It is agreed between DoD and the Production Company that this agreement is hereby amended to include approved production assistance as in the best interest of DoD, based on the reviewed and approved Episode 106-109 scripts as of 11 March 14.

It is agreed between DoD and the Production Company that existing filming opportunities listed in Appendix A to the agreement is hereby amended to include the following items:

1. Access Naval Base San Diego (NBSD) for preparation, duration of filming and load-out, beginning on or about 16 March 2014 through 23 March 2014.
2. Utilize the area authorized by NBSD for base camp and crew parking, so long as use does not interfere with base operations, for preparation, duration of filming and load-out, beginning on or about 16 March 2014 through 23 March 2014.
3. Access NBSD Pier 2 for preparation, duration of filming and load-out, beginning on or about 16 March 2014 through 23 March 2014.
4. Film aboard USS Dewey (DDG 105), and available attached personnel, pier-side at NBSD on or about 18 March 2014 through 20 March 2014.
5. With Commander, U.S. Third Fleet (C3F) approval, embark a small film crew to film USS Sterrett (DDG 104) and attached personnel underway on or about 14 April 2014; film aerial footage, from a Production Company- hired civilian aircraft, of USS Sterrett underway from the vicinity of NBSD on or about 14 April 2014 so long as embarked film crew and civilian aerial crew comply with all safety guidelines set forth by USS Sterrett.
6. With Commander, Naval Air Forces Pacific (CNAF) and C3F approval, film Navy helicopter squadron training on board USS Sterrett on or about 14 April 2014; film aerial footage, from a Production Company- hired civilian aircraft, of squadron training so long as embarked film crew and civilian aerial crew comply with all safety guidelines set forth by CNAF, USS Sterrett and the supporting squadron.
7. With CNAF approval, mount GoPro video cameras in a designated MH-60S in accordance with the MH-60S Interim Flight Clearance issued 14 February 2014.

DoD
Production
Prepared by (b)(6)

ADDENDUM FOR EPISODES 201-203

ATTACHMENT 1

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Turner North Center Productions, Inc.**, hereinafter referred to as the "Production Company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television series known at this time as "**The Last Ship: Season TWO.**" This contract is an addendum to the Production Assistance Agreement between the Production Company and the DoD dated October 16, 2014.

U.S. Navy

1. Authorize access Naval Base San Diego (NBSD) for preparation, duration of filming and load-out, on or about November 15 through November 23, 2014, and December 6 through December 14, 2014, with approval of NBSD Commanding Officer (CO). Provide utility parking lot area as authorized by NBSD CO for base camp and crew parking, so long as use does not interfere with base operations, for preparation, duration of filming and load-out. Useable areas of utility parking lot will be identified by NBSD CO representative.
2. Authorize access NBSD Pier 1 for preparation, duration of filming and load-out, beginning on or about November 15 through November 21, 2014 for filming aboard USNS MERCY (T-AH19).
3. With approval of NBSD CO, NBSD Port Operations, and USNS MERCY and USS WILLIAM P. LAWRENCE (DDG 110) COs, authorize operation of civilian owned RHIB boats near and around USNS MERCY on or about November 17 through November 21, 2014, and USS WILLIAM P. LAWRENCE on or about December 8 through December 12, 2014. All boat operations must adhere to safety and security guidelines set forth by NBSD operations officer, harbor master, security officer and Commanding Officers of USNS MERCY and USS WILLIAM P. LAWRENCE.
4. With approval of NBSD CO, NBSD Port Operations, NBSD Security and USNS MERCY and USS WILLIAM P. LAWRENCE CO's, authorize discharge of prop weapons, minor pyrotechnics and other visual effects on and around USNS MERCY on or about November 17 through November 21, 2014, and USS WILLIAM P. LAWRENCE on or about December 8 through December 12, 2014.
5. With approval of NBSD CO, NBSD Port Operations, and USS WILLIAM P. LAWRENCE CO, authorize stunt personnel from Production Company to safely dive from flight deck level of USNS MERCY on or about November 17 through November 21, 2014, and USS WILLIAM P. LAWRENCE on or about December 8 through December 12, 2014.
6. Access NBSD Pier 2 or 3 for preparation, duration of filming and load-out, beginning on or about December 6 through December 14, 2014, for filming aboard USS WILLIAM P. LAWRENCE.
7. (As needed) Hold casting call(s) onboard NBSD on dates TBD by Production Company and agreed upon by NBSD PAO and CO.

Turner North Center Productions, Inc., The Last Ship: Season TWO
Department of Defense Production Assistance Agreement

8. Film aboard USNS MERCY (T-AH19) pier-side at NBSD on or about November 17 through November 21, 2014 with granted approval of BUMED, MSC, USNS MTF and ship's Commanding Officer. Production will adhere to ship's schedule upon agreed filming timeline for all gear to be removed from the ship and pier.
9. Film aboard USS WILLIAM P. LAWRENCE (DDG 110), and available attached personnel, pier-side at NBSD on or about December 8 through December 12, 2014 with granted approval of SURFPAC, DESRON and USS WILLIAM P. LAWRENCE (DDG 110) Commanding Officer. Production must have all gear removed from the ship and pier no later than close of business December 14, 2014.
10. Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.

FOR THE DEPARTMENT OF DEFENSE

FOR TURNER NORTH CENTER
PRODUCTIONS INC.

Signature and Date

(b)(6)

Director, Entertainment Media
The Pentagon
Room 2E966
Washington, DC 20301-1400

Signature and Date

William F. Phillips
Vice President, Original Production
3500 W. Olive Ave., 15th Floor
Burbank, CA 91505
818-729-7367

Name of DoD project officer:

(b)(6)

Navy Office of Information, West
10880 Wilshire Blvd., Suite 1220
Los Angeles CA 90024

(b)(6)

Turner North Center Productions, Inc. The Last Ship: Season 3
Department of Defense Production Assistance Agreement Addendum

ADDENDUM FOR EPISODES 301-307

ATTACHMENT 2

The United States Department of Defense (hereinafter referred to as "DoD" acting on behalf of the United States of America, hereby agrees with **Turner North Center Productions, Inc.** (hereinafter referred to as "Production Company") subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a Production Company feature TV series known as "**The Last Ship: Season Three.**" This contract is an attachment to the production assistance Agreement between the Production Company and the DoD dated October 16, 2014.

U.S. Navy

1. Commanding Officer, Naval Base San Diego, authorized designated production cast, crew and designated vendors access to Naval Base San Diego (NBSD) for preparation, duration of filming and load-out, beginning on or about January 31, 2016 through February 3, 2016.
2. Commanding Officer, Naval Base San Diego, in coordination with NBSD security and tenant commands. Provide a designated utility parking lot for base camp and crew parking, so long as use does not interfere with base operations, for preparation, duration of filming and load-out, beginning on or about January 31, 2016 through February 3, 2016. Useable areas will be designated by base CO, base security and base PAO.
3. Commanding Officer, Naval Base San Diego, in coordination with NBSD security authorize access and transportation of replica prop weapons for the purpose of displaying shipboard self-defense weaponry (.50 cal). Note: All prop weapons have been certified "safe and in-op" IAW film industry standards and transported in locked storage containers and will be made available for inspection prior to NBSD entry and at any stage of filming.
4. Commanding Officer, USS PINCKNEY (DDG 91), in coordination with CNSP (N00P) authorize access onboard PINCKNEY for the purpose of filming interior/exterior scenes to include Flight Deck, Missile Deck, Boat Deck, Forecastle and enlisted berthing compartment, on or about February 1, 2016. Production must have all gear removed from the PINCKNEY no later than close of business February 2, 2016.

Turner North Center Productions, Inc.

1. In accordance with the Production Assistance Agreement signed October 16, 2014, provide per diem, incidental and travel costs, and hotel lodging in San Diego, CA for DoD Project Officers from 31 January - 03 February 2016.

Turner North Center Productions, Inc. The Last Ship: Season 3
Department of Defense Production Assistance Agreement Addendum

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

Director, Entertainment Media
The Pentagon
Room 2E966
Washington, DC 20301-1400

Name of DoD project officer:

(b)(6)

Navy Office of Information, West
10880 Wilshire Blvd., Suite 1220
Los Angeles CA 90024

(b)(6)

FOR TURNER NORTH PRODUCTIONS,
INC.

 1/29/16
Signature and Date

William F. Phillips
Vice President, Original Production
3500 W. Olive Ave. 15th Floor
Burbank, CA 91505
818-729-7367

ADDENDUM FOR EPISODE 506

ATTACHMENT 1

The United States Department of Defense (hereinafter referred to as "DoD" acting on behalf of the United States of America, hereby agrees with **Turner North Center Productions, Inc.**, hereinafter referred to as "Production Company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television series known at this time as "**The Last Ship: Season Four and Five.**" This contract is an attachment to the production assistance Agreement between the Production Company and the DoD dated October 1, 2016.

U.S. Navy

1. Commanding Officer, Naval Base Ventura County (NBVC) authorize pre-approved production cast, crew and ground support vendors permission to access (NBVC) via gate #2 and transit to Hangar 34, for the purpose of pre-staging, set-up, filming, break down and load-out, commencing on or about July 24 through July 26, 2017.
2. Commanding Officer, NBVC in coordination with NBVC Security and tenant commands. Provide a designated utility parking lot or open area to be used as Production Company base camp, production vehicle parking, equipment trailer parking, prop vehicle staging, catering setup, mobile lavatory trailers, so long as use does not interfere with normal base operations, for preparation, duration of filming and load-out.
3. Commanding Officer, NBVC in coordination with NBVC Security/Fire Dept., authorize access and transportation of replica prop weapons (handguns and automatic rifles, RPG launchers) for the purpose of filming. Note: All prop weapons have been certified "safe and in-op" IAW film industry standards and transported in locked security containers and will be made available for inspection prior to NBVC entry and at any stage of filming.
4. Commander, Naval Air Forces Reserves (CNAFR) authorize Commanding Officer, Fleet Logistics Support Squadron 55 (VR-55) permission to provide access to 1 x C-130 on static display on 24-25 July, 2017 with the intended purpose of prepping and filming interior, exterior, and scenes surrounding aircraft.
5. U.S. Navy in coordination with NBVC Fire Prevention Chief approves use of following effects: Smoke and non-pyrotechnic flash bulbs.
6. Commanding Officer, VR-55 authorize the Production Company permission to set-up craft service area to include a snack/geedunk cart, coffee mess, ice coolers in an area approximately 20'x30' inside hangar 34. Note: No open flames, direct water drainage to deck or portable power generator will be authorized inside hangar 34.

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Turner North Center Productions, Inc., The Last Ship: Season Four and Five
Department of Defense Production Assistance Agreement Addendum

7. Commanding Officer, VR-55 to provide a liaison/POC to assist with aircraft cargo door operations, aircraft lighting request, aircraft hangar bay door operations and hangar bay exterior lighting requests.
8. Commanding Officer, VR-55 identify 10 volunteers on a leave/liberty status on 25 July 2017 to participate as background and extras in support of filming. Note: specific requirements submitted to VR-55 CMC & NBVC PAO via SEPCOR.

Turner North Center Productions, Inc.

1. In accordance with the Production Assistance Agreement signed October 1, 2016, provide per diem, incidental and travel costs, for three DoD Project Officers on or about July 24-26, 2017.
2. Provide meals and access to craft services for all NBVC personnel (approximately 20) and VR-55 personnel (approximately 20) involved in direct support of film production, prepping, escorting and breakdown.
3. Provide all off-duty DoD personnel volunteering as "Background/Extras" payment vouchers in accordance with industry rate standards.

FOR THE DEPARTMENT OF DEFENSE


(b)(6)

Signature and Date

(b)(6)

Director, Entertainment Media
The Pentagon
Room 2E966
Washington, DC 20301-1400

FOR TURNER NORTH CENTER
PRODUCTIONS, INC.

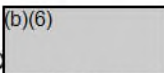
 7/20/17
Signature and Date

William F. Phillips
Vice President, Original Production
3500 W. Olive Ave. 15th Floor
Burbank, CA 91505
818-729-7367

Name of DoD project officers:

(b)(6)

Navy Office of Information, West
10880 Wilshire Blvd., Suite 1220
Los Angeles CA 90024
619-733-2597

DoD 
(Prepared by Project Officer)
Page 2 of 2

Jul 17, 2017

Turner 

ADDENDUM FOR EPISODES 501-510

ATTACHMENT 2

The United States Department of Defense (hereinafter referred to as "DoD" acting on behalf of the United States of America, hereby agrees with **Turner North Center Productions, Inc.** (hereinafter referred to as "Production Company") subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a Production Company feature TV series known as "**The Last Ship: Season Five.**" This contract is an attachment to the production assistance Agreement between the Production Company and the DoD dated October 1, 2016.


U.S. Marine Corps

1. Commanding Officer, Marine Corps Base (MCB) Camp Pendleton, authorizes designated production cast, crew access to MCB Camp Pendleton, Red Beach for site surveys on April 12 and filming on April 13, 2017.
2. Filming will include:
 - 15th MEU amphibious operations at Red Beach.
 - Film crew can set up cameras on Red Beach during amphibious operations.
 - Film crew are allowed to move freely on Red Beach during amphibious operations, however, crew must be a safe distance from tactical vehicles coming ashore to ensure the safety of the crew. Marine Corps project officer is responsible for determining what a "safe distance" is.
 - Film crew is authorized to wear green MARPAT uniform. MARPAT uniforms will not be provided by the Marine Corps.
 - Use of GoPro cameras on Marines and AAVs are permitted. GoPros on AAVs and Marines will be installed on ship prior to the start of the exercise.
 - Use of commercial drone up to 200 feet - drones will not interfere with any existing aviation operations.
 - Access to MEU/amphibious operations subject matter experts.
 - Crew is allowed to bring production truck and 4x4 vehicles aboard MCB Camp Pendleton. Only 4x4 vehicles are allowed on Red Beach.
3. Production team will be mindful that media day for local San Diego media is taking place during filming and provide courtesy to local reporters when needed.
4. Production company must have all gear removed from Camp Pendleton no later than close of business April 13, 2017.

Turner North Center Productions, Inc.

DoD (b)(6)
Prepared by (b)(6)
Page 1 of 2

April 12, 2017

Turner 

Turner North Center Productions, Inc. The Last Ship: Season 4&5
Department of Defense Production Assistance Agreement Addendum

1. In accordance with the Production Assistance Agreement signed October 01, 2016, provide per diem, rental car, incidental and travel costs, in San Diego, CA for DoD Project Officers from April 10-13, 2017.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

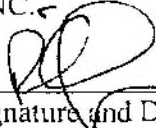
Director, Entertainment Media
The Pentagon
Room 2E966
Washington, DC 20301-1400

Name of DoD project officer:

(b)(6)

Office of U.S. Marine Corps Communication
Film and Entertainment Media Liaison
3000 Marine Corps Pentagon
Room 4B548
Washington, D.C. 20350

FOR TURNER NORTH PRODUCTIONS,
INC.

 4/12/17
Signature and Date

William F. Phillips
Vice President, Original Production
3500 W. Olive Ave. 15th Floor
Burbank, CA 91505
818-729-7367



U. S. DEPARTMENT OF DEFENSE
MOTION PICTURE PRODUCTION ASSISTANCE AGREEMENT
(AFTN 087-1604)

The United States Department of Defense (hereinafter referred to as "DoD"), acting on behalf of the United States of America, hereby agrees with Paramount Pictures Corporation, (hereinafter referred to as "the production company," and such other parties as it may designate) subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the entertainment production known at this time as "E75" (a.k.a. "Transformers Five") currently a working title (sometimes referred to herein as the "Picture"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

LIST OF MILITARY RESOURCES REQUESTED TO BE PROVIDED IN SUPPORT OF PRODUCTION (See Attachments 1-2)

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD Project Officer. The production company will have a seventy-two (72) hour cure period after receipt of written notice of non-compliance. The DoD may temporarily suspend support until the non-compliance has been cured or the seventy-two hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the Picture. However, in no event shall the DoD be entitled to rescind, interfere, and/or enjoin the production company's ownership, use, and/or exploitation of the rights granted to it and/or any material produced hereunder, and nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings will be final.

It is agreed between DoD and the production company as follows:

1. The operational capability and readiness of the Armed Forces will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances, such as disaster relief, may temporarily or permanently preclude the use of military resources. Under these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

2. The DoD Project Officer, (b)(6), is the official DoD representative responsible for ensuring that the terms of this agreement are met. **The DoD Project Officer or his designee (s) will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of "E75."** The DoD Project Officer is the military technical advisor, and all military coordination must go through him. The production company agrees to consult with the DoD Project Officer in all phases of pre-production, production and post-production that involve and/or depict the U.S. military. The production company's inadvertent or casual failure to consult with (b)(6) as provided herein shall not be a breach of this agreement, providing that the production company makes every

(b)(6)

DoD

Production Company

reasonable effort to reach an accommodation acceptable to DoD. Failure to do so might result in DoD withdrawing support from the production.

3. The production company agrees to cast actors, extras, doubles, and stunt personnel portraying U.S. military men and women who conform to individual U.S. military service regulations governing age, height & weight, uniform, grooming, appearance, and conduct standards. The DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of their portrayals cannot be resolved in negotiation between the production company and DoD within the seventy-two hour cure-period. The DoD Project Officer has provided written guidance specific to each Military Service being portrayed.

4. DoD has approved military assistance as in the best interest of DoD, based on the 31 May 2016 version of the script. The production company must obtain, in advance from DoD, concurrence for any subsequent changes being proposed to the military depictions made to either the Picture or the sound portions of the production, before it is exhibited to the public. The production company agrees to involve the DoD Project Officer in these changes, including those that may be made during post-production; provided, however, in the event of disagreement, the production company's decisions with respect to such changes, if any, shall be final and binding.

5. There will be no deviation from established DoD safety and conduct standards. The DoD Project Officer or her designee (s) will coordinate such standards and compliance therewith. The DoD agrees to provide the production company advance notice of such safety or conduct standards upon request by the production company.

6. All DoD property or facilities damaged, used or *altered* by the production company in connection with the production will be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use, unless such damage arises from the DoD's acts or omissions.

7. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of the Picture, with the exception of travel expenses provided directly to the DoD Project officer and other designated DoD personnel. The estimated amount is detailed and included in Attachments **1 and 2**. The production company agrees to post advance payment in the amount(s) estimated or those agreed upon by the production and the units specified. The payment will be submitted to the military component(s) designated to provide the assistance, or to another DoD agency, as deemed appropriate by DoD.

a. The DoD agrees to provide statements of charges assessed by each installation or DoD component providing assets to assist in the production within 90 days from the end of the month in which filming is completed. Reimbursements are to be restored to each specific account from which they are drawn to assist the production.

b. The production company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

(b)(6)

DoD


Production Company

DoD Production Assistance Agreement # 087-1604

c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within 45 days from the end of the month in which filming is completed.

8. The production company will be charged with the travel, lodging, per diem and incidental expenses for the DoD Project Officer, the DoD Director of Entertainment Media or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD in accordance with guidance outlined in DoD Instruction 5410.16 at rates prescribed by the DoD Per Diem, Travel and Transportation Allowance Committee. For each of these individuals, the Production Company will provide, if reasonably available;

- a. Round-trip air transportation and ground transfers to the production location(s) at which there is U.S. military portrayal and/or involvement, at times deemed appropriate by the DoD Project Officer and DoD Director of Entertainment Media.
- b. A full size vehicle (with fuel and loss/damage/collision automobile insurance paid for by the Production Company) for his/her personal use during the filming and his/her stay at the location where the production is taking place; if parking at the location(s) is not available, the Production Company will furnish transportation to / from the lodging location to the production site.
- c. Hotel accommodations equivalent to those provided to the production company's crew.
- d. The production company will provide DoD representatives with a dedicated, on-location trailer room or other comparable work space with full internet access, work desk top, seating, and en suite toilet.

9. By approving military production assistance for the Picture, the DoD hereby agrees to a general release to the production company for use of any and all photography and sound recordings of any and all U.S. military people, equipment, logos, insignias, real estate and related materials, subject to the limitations described in Paragraph 10. The DoD Project Officer will inform the production company regarding any trademarks or other material that is not covered by this agreement and will assist the production company in obtaining any necessary permission to use such material.

10. The DoD will provide, if requested, footage and/or photographs wholly owned by the DoD to Paramount Pictures for use only in the Picture and the promotion, marketing and advertising of the production. The DoD hereby grants Paramount Pictures a worldwide, perpetual, transferable, non-exclusive license to use such footage in any and all media for no additional consideration. All photography and sound recordings made with DoD assistance and all DoD photography and sound recordings released for this production will not be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

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DoD



Production Company

DoD Production Assistance Agreement # 087-1604

11. As a condition of DoD assistance, the production company agrees:

a. To indemnify and hold harmless DoD, its agencies, officers, and employees, against any claims (including claims for personal injury and death, damage to property, and outside attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of the Picture, to include pre-production, post-production, and DoD-provided orientation and/or training. The DoD is prohibited by statute (Anti-Deficiency Act, 31 U.S.C. § 1341, and the Adequacy of Appropriations Act, 41 U.S.C. § 11) and policy from agreeing to indemnity and hold harmless provisions. Any claim for damages asserted against the United States must be brought in accordance with a valid waiver of sovereign immunity such as the Federal Tort Claims Act, 28 U.S.C. §§ 1346 and 2671 et seq., the Suits in Admiralty Act, 46 U.S.C. §§ 30901 et seq., or the Public Vessels Act, 46 U.S.C. §§ 31101 et seq. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and/or employees from and/or against any claims arising from defects in DoD property and/or negligence or willful misconduct on the part of DoD, its agencies, officers, and/or employees.

b. To maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved. For filming on Luke AFB, property insurance coverage in the amount of \$10 Million USD is required. In addition to insurance coverage on the direct damage to Government property, the insurance coverage will include entitlement to loss of use of the property; and:

c. To provide proof of adequate industry standard liability insurance naming the DoD and Luke Air Force Base, CA as an additional insured prior to the commencement of production involving DoD.

d. To not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD Project Officer or his/her designee.

e. To not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without prior approval from the DoD Project Officer and the supporting installation.

f. To allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD people and assets that are directly supporting the filming for the purpose of reporting to internal DoD branches only (no distribution to commercial organizations or to the general public); also to allow DoD the use of production company-generated publicity and marketing materials, such as production stills and electronic press kits, provided that the production company shall have the right to approve the DoD's use of such production company-generated materials in each instance, and that such materials may be used only after coordination with and approval by the production company. These materials are for the purpose of communicating only to internal DoD viewers how the U.S. military's is assisting in the filming. No DoD personnel will photograph actual filming, talent, or sets without prior approval by the production company. In no event shall the DoD use any production company-generated

(b)(6)

DoD

Production Company

DoD Production Assistance Agreement # 087-1604

materials or any other materials related to the Picture in an manner that (i) might reveal plot-points not yet released by the production company until after the initial U.S. theatrical release of the Picture, or (ii) suggests or gives the impression that any cast or crew member endorses the DoD or the military.

12. The production company agrees to provide the DoD Project Officer with whatever internal communications equipment it is supplying to production company crew members to communicate on the set during production of military-themed sequences. The production company will also supply the DoD Project Officer with earphones to monitor military-themed dialogue and other sound recording during these periods.

13. The production company agrees to screen military-themed photography for the DoD Project Officer, and to provide the DoD Project Officer and the DoD Director of Entertainment Media – or their designees – with a viewing of the roughly edited, but final version of the production (the “rough cut”) at a stage in editing when changes can be accommodated, but only to the extent required to allow DoD to confirm that the tone of the military sequences substantially conforms to the scripted sequences agreed upon by DoD. The production company will bear the travel, lodging, per diem and incidental expenses incurred in transporting the DoD Project Officer and the DoD Director of Entertainment Media – or their designees – to the location where the rough cut screening will be held.

14. The production company will also provide an official DoD screening of the completed production in Washington DC, prior to public exhibition. An alternative screening location may be authorized by DoD, in negotiation with the production company. In this case, the production company will be expected to pay the travel and lodging expenses incidental to attending the screening by the DoD Project Officer and the Director of Entertainment Media or their designees.

15. The production company agrees to place a credit in the end titles immediately above the “Special Thanks” section (if any), substantially in the form “Special Thanks to the United States Department of Defense,” with no less than one (1) clear line above and one (1) clear line below such credit acknowledging the military assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, shall be of the same size and font used for other similar credits in the end titles. Additionally, DoD units involved in this production will receive appropriate recognition for their efforts in on-screen credits of the production. Credit terminology/wording will be coordinated with the DoD Project Officer during post-production.

16. The production company agrees to provide DoD with access to the promotional and marketing materials made generally available to media outlets (e.g., electronic press kits, and certain television advertisements) for internal information and historical purposes in documenting DoD assistance to the production, which access shall be provided at the same time and in the same manner as generally provided to media outlets.

17. The production company agrees to provide a minimum of ten (10) one-sheets upon the date of the United States theatrical release of the movie, and ten (10) DVD copies of the completed production to DoD for internal briefings and for historical purposes, at such time when such materials are made available to the general public, if ever. The DoD project officer is responsible for distributing these copies equitably to all branches of the DoD involved in the production. The DoD agrees not to exhibit

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DoD

Production Company

DoD Production Assistance Agreement # 087-1604

these DVDs or to copy them. The DoD is allowed to use short clips from them in official presentations by uniformed and civilian DoD personnel who were directly involved in providing DoD assistance hereunder, for the sole purpose of illustrating DoD's support to the production in internal DoD education and training materials only; to the extent that the DoD's use of such materials requires any third party permission, DoD shall be responsible for obtaining such permission, provided that the production company will assist with the coordination thereof. DoD is prohibited from making these clips available to any other party for any other purpose.

18. Official activities of military personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD Project Officer and assigned official Technical Advisor(s), wherein, it must be consistent with their authorized additional duties. Military personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing service regulations. In such cases, the following applies:

- a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards and the production company's standard agreement for such services;
- B. The DoD Project Officer will ensure that Military personnel shall comply with standards of conduct regulations in accepting employment; and
- c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras;

19. The production company may make donations or gifts in kind to Morale, Welfare and Recreation programs of the military unit(s) involved, however, donations of this kind are not at all required, and are not in any manner a consideration in the determination of whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD Project Officer.

20. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

21. Pursuant to the terms and conditions of this agreement, production company has the right to enter locations designated by DoD and to photograph, reproduce, replicate, fictionalize, and use the real and personal property, exterior and interior premises and to bring personnel and equipment on the DoD designated premises and remove same.

22. This agreement consists of **TWELVE (12)** pages including (2) attachments and the Certificate of Insurance. Each page will be initialed by the undersigned DoD and production company representative. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor and / or any other party arising out of use or non-use of said photography and / or sound recordings, and in no event

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DoD

DoD Production Assistance Agreement # 087-1604


Production Company

shall the DoD have the right to enjoin, restrain or otherwise interfere with the development, production, distribution, exhibition or exploitation of the Picture. Nothing contained in this agreement shall obligate production company to use, exercise, or exploit any of the rights granted herein. The terms of this paragraph 22 shall survive the expiration, termination, or revocation, if any, of this agreement

FOR: DEPARTMENT OF DEFENSE

(b)(6)

Signature

(b)(6)

Date

(b)(6)

Printed name/title

DoD

Company Name

Pentagon RM 2E906

Street Address

Wash, DC 20301-1400

City/State/Zip

Media

FOR: PARAMOUNT PICTURES CORP

Raph Bertelle
Signature

6-14-16
Date

Raph Bertelle / SVP Physical Production
Printed name/title

Paramount Pictures Corp
Company Name

5555 Melrose Avenue
Street Address

Los Angeles, CA 90038
City/State/Zip

(b)(6)

DoD

DoD Production Assistance Agreement # 087-1604

[Signature]
Production Company

DEPARTMENT OF DEFENSE REQUESTED ASSETS LIST & COST ESTIMATE(S)
IN SUPPORT OF DOD PRODUCTION ASSISTANCE AGREEMENT
(AFTN 087-1604)

1. Film at Luke AFB (LAFB), AZ with prep work commencing on o/a 9 June 2016 and ending o/a 17 June 2016
2. Use of LAFB 944th Maintenance Hangar, and FMS Ramp, for production purposes
3. Access and use of LAFB, FMS Hangar, will include rigging a green screen and lighting infrastructure
4. Use of LAFB property adjacent to Super Sabre Drive as base camp
5. Use of LAFB property adjacent to 944th HQ Bldg for working truck parking area
6. Use of LAFB Hangar on FMS ramp for prepping extras and holding area
7. Mission allowing, non-flying use of and film in and around static CV-22 at LAFB
8. Mission allowing, access to film LAFB-based F-16s and F-35s in flight through civilian contracted Learjet and Helicopter aircraft with attached mounted camera supplied by the production company. Neither Lear Jet nor Helicopter shall land at LAFB.
9. Provide approximately 75 military extras at LAFB to portray military members from various services
10. Mission allowing, film opportune take-offs, landings and taxiing of LAFB and transient aircraft
11. Mission allowing, directed aerial photography of two (2) HH-60s from the reserve unit at Davis-Monthan AFB while at LAFB (**See Attachment #2** for details/cost estimate)
12. Mission allowing, directed aerial photography of one (1) CV-22 from Kirtland AFB NM while at LAFB (**See Attachment #2** for details/cost estimate)
13. Mission allowing, one CV-22 from Kirtland AFB NM for use as static display while filming at LAFB (**See Attachment # 2** for details/cost estimate)
14. Mission allowing, various pieces of Aerospace Ground Equipment for use as static display while filming on LAFB
15. Mission allowing, directed aerial photography of one (1) AH-64 Apache Helicopter from the US Army, on 10 June 2016. (Costs, estimated at \$108K for use of AH-64, to be provided by Boeing and US Army) NOTE: Apache will NOT land at LAFB
16. Mission allowing, two (2) F-35s located at LAFB for use as static displays while filming on FMS ramp
17. Mission allowing, up to four (4) F-16s located at LAFB for use as static displays while filming on FMS ramp
18. Mission allowing, one R-11 Fuel Truck, located at LAFB, for use as static display while filming on FMS ramp
19. Mission allowing, one USAF Fire Truck, located at LAFB, for use as static display while filming on FMS ramp
20. Mission allowing, use of two (2) HH-60s located at LAFB for use as static displays while filming on FMS ramp (**See Attachment #2** for details/cost estimate)
21. Provide heavy duty fork lifts upon request. Operators will be LAFB personnel

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DoD

DoD Production Assistance Agreement # 087-1604


Production Company

22. Provide one (1) K-loader; Operators will be LAFB personnel
23. Provide appropriate personnel to tug and maneuver CV-22 and HH-60 aircraft on and off of FMS Ramp and in vicinity of 944th Maintenance Hangar as required
24. Production company agrees to coordinate payment of AH-64 Apache(s) and US Army assets directly with the US Army Budget Analyst in accordance with the US Army Production agreement.
25. Production company agrees to alter the lettering on top of the 944th Maintenance Hangar which currently reads "944th Fighter Wing," to read: "56th Fighter Wing," and to delete all other letters and symbols seen on the Hangar in post-production.

NO FURTHER ENTRIES THIS PAGE

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DoD

DoD Production Assistance Agreement # 087-1604


Production Company

Attachment 2: DoD Estimated costs for resources requested at LUKE AIR FORCE BASE, AZ in support of Production:

1. Costs for military extras and security details are at the expense of the production and are not part of the DoD reimbursable expenses.
2. Cost for HH-60 helicopters (Flying from Davis-Monthan, AFB, AZ-Air Force Reserve Unit) (ALL COSTS IN USD)

DEPOSIT ACCOUNT INFORMATION FOR HH-60S:

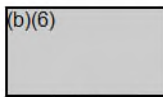
MAKE CHECK PAYABLE TO: DFAS DBA DEPT OF THE AIR FORCE RESERVES US TREASURY



TOTAL COST REQUIRED FOR DEPOSIT: \$32,088.00

PRODUCTION PAYS FOR LODGING AND RENTAL VANS

Total Cost per flying hour for (2) HH-60G (RT from Davis-Monthan, AZ to Luke AFB AZ) \$5,529.00 x 2 = \$11,058.00	CREW #/Unit/Grade	Reserve Pay Cost (4 days)	Cost for Per Diem, for 4 days at \$54 Per day	COMMENTS
	1/MXS/E-8	\$1100.00	\$216.00	
	2/MXS/E-7	\$1880.00	\$432.00	
	2/MXS/E-6	\$1690.00	\$432.00	
	3/MXS/E-4	\$1568.00	\$648.00	
	3/OPS/O-5	\$5700.00	\$648.00	
	1/OPS/O-3	\$1376.00	\$216.00	
	1/OPS/E-9	\$1412.00	\$216.00	
	1/OPS/E-7	\$1108.00	\$216.00	
	2/OPS/E-6	\$1740.00	\$432.00	
	TOTAL w/AC	\$17,574.00	\$3456.00	\$32,088.00



DoD

DoD Production Assistance Agreement # 087-1604


Production Company

3. Cost for CV-22 Osprey (Flying from Kirtland, AFB, NM-Air Force Active Duty Unit) (ALL COSTS IN USD)

a. REQUIRES TWO (2) SEPARATE CHECKS:

TOTAL COST REQUIRED FOR DEPOSIT FOR CV-22: \$75,738.00

MAKE CHECK PAYABLE TO:

(b)(6)

COST PER FLYING HOUR FOR CV-22 (DOD REIMBURSEMENT PER HOUR FLAT RATE)	NUMBER OF HOURS REQUIRED	TOTAL COST
\$25,246.00	3 hours (RT from Kirtland AFB, NM to Luke AFB AZ)	\$75,738

TOTAL PER DIEM COST REQUIRED FOR ALL 09 CV-22 MEMBERS WHILE AT LUKE AIR FORCE BASE AZ: \$1944.00

MAKE CHECK PAYABLE TO:

DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)

(b)(6)

TOTAL # OF PERSONNEL REQUIRED	LODGING COSTS (IF ANY)	PER DIEM COST FOR FOUR (4) DAYS AT \$54/DAY	COST FOR RENTAL VANS (IF ANY)	TOTAL COST TO PRODUCTION COMPANY
09	00.00 (Provided by Production)	\$1944.00	0.00 (Provided by Production company)	\$1944.00

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DoD

DoD Production Assistance Agreement # 087-1604

Production Company

4. Civilian Overtime costs for the 56th are estimated at: \$2,100.00

MAKE CHECK PAYABLE:

DFAS Indv-Disbursing Operations



Civilian Overtime costs for the 944th are estimated at: \$500.00

MAKE CHECK PAYABLE TO: DEPARTMENT OF THE AIR FORCE US TREASURY

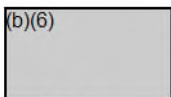
For the amount of: \$500.00



- c. \$37.25 per hour for approx 05 hours is \$186.25 (Hangar Ops-944th)
- d. \$36.69 per hour for approx. 07 hours is \$256.83 (Safety/Hangar 944th)

A deposit in the amount of: \$2600.00 USD (TOTAL CIVILIAN COST) will be required prior to the start of production. The DoD project officer will provide written documentation and the job order number (JON) and account information to the production company no later than 1 day prior to the commencement of production on base. Per the agreement, any unused monies will be fully refunded.

NO FURTHER ENTRIES THIS PAGE



DoD

DoD Production Assistance Agreement # 087-1604

A handwritten signature in black ink, located at the bottom right of the page. Below the signature, the text "Production Company" is printed.

Production Company



**U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE
AGREEMENT
DoD-20131218-0001**


The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with the WGBH Educational Foundation hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as "Typhoon Haiyan."

**LIST OF MILITARY RESOURCES TO BE PROVIDED IN
SUPPORT OF PRODUCTION**

1. Pending availability and local command approval, to film in approved spaces and interview command-designated U.S. Navy spokesperson(s) at Joint Typhoon Warning Center.

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the

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Production Company 

cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6), is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the Dec. 18, 2013 narrative description provided by WGBH. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken in order to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice..
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances

Do (b)(6)

Production Company 

such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

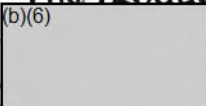
5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of Typhoon Haiyan. The estimated amount shall be detailed and included. The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

-- No additional costs required. --

7. The production company shall be charged for the travel,

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Production Company

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lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD.

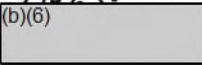
-- No additional costs required. --


8. By approving DoD production assistance for Typhoon Haiyan, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of Typhoon Haiyan. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such

DoD (b)(6) 

Production Company 

terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3

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Production Company

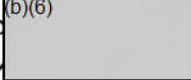


seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee those portions of the production that are military sequences and/or recordings shot pursuant to this Agreement at the roughly edited version of the production at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed narrative description so as to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. ~~No~~ photography or sound recordings made with DoD

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Production Company 

assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised

(including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. ~~The~~ undersigned parties warrant that they have the authority

DoD

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Production Company *SK*

to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of four pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of Typhoon Haiyan.

FOR THE DEPARTMENT
OF DEFENSE

(b)(6)

[Redacted signature area]

Signature and Date

(b)(6)

[Redacted date area]

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR WGBH EDUCATIONAL
FOUNDATION

Susan L. Kantorowitz

Signature and Date
December 23, 2013

Susan L. Kantorowitz
Vice President & General Counsel

One Guest St
Boston, MA 02150

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[Redacted signature area]

Production Company

SK

**U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20130111-ND-00001**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with RAI RADIO TELEVISIONE ITALIANA, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as *Ulisse - Pearl Harbor Attack*.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION [see Appendix A]

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD project officer. The production company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein will restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings will be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor, and all military coordination must go through him or her. The production company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involves or depicts the U.S. military.

2. DoD has approved production assistance as in the best interest of DoD, based on the January 18, 2013 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

3. The operational capability and readiness of the Military Service will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

Producer: 

DoD

(b)(6)

4. There will be no deviation from established DoD safety and conduct standards. The DoD project officer, or his or her designee, will coordinate such standards and compliance therewith. DoD will provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production will be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of *Ulysses Pearl Harbor Attack*. The estimated amount will be detailed and included in this agreement or as an attachment to it.

7. The production company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

8. The production company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD project officer, the DoD Director of Entertainment Media, or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.

b. Hotel accommodations equivalent to those provided to the production company's crew.

9. By approving DoD production assistance for *Ulysses - Pearl Harbor Attack*, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12 of this agreement.

10. As a condition of DoD assistance, the production company will:

a. Indemnify and hold harmless the DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of *Ulysses - Pearl Harbor Attack*. This provision will not in any event indemnify or hold harmless the

Producer 

Prepared by Stacy L. Chae Kwang 18 JAN 12

DoD

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DoD, its agencies, officers, or employees from or against any claims arising from defects in DoD property or negligence on the part of DoD, its agencies, officers, or employees

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore, no DoD personnel will photograph actual filming without the prior approval of the production company.

11. The production company will screen military-themed photography for the DoD project officer, and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed upon script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

12. All Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the production company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the production company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the limitations specified in Paragraph 13. Military personnel in an off-

Producer 

DoD 

(b)(6)

Prepared by: N. S. J. & T. Jones, Inc. (S. J. J. & T. J.)

duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service regulations. In such cases, these conditions apply:

- a. Contractual agreements are solely between those individuals and the production company, however, they should be consistent with industry standards.
- b. The DoD project officer will ensure that Military personnel will comply with standards of conduct regulations in accepting employment.
- c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

13. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

14. The production company will place a credit in the end titles immediately above the "Special Thanks" section (if any) substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) will be in keeping with industry customs and practices, and will be of the same size and font used for other similar credits in the end titles.

15. The production company will provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD will not exhibit these DVDs or copy them. DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance, for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose.

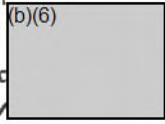
16. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

17. This agreement consists of six (6) pages including Appendix A. Each page will be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder will be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company. DoD will not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said

Producer: *[Signature]*

Prepared by Navy LT Corps Waiving 18 JAN 12

DoD



Appendix A

With approval and supervision of the appropriate local Public Affairs Officer, the Production Company is authorized.

- 1 To film at historical sites on Joint Base Pearl Harbor-Hickam/Navy Region Hawaii on or about January 28 - February 5, 2013. Locations may include:
 - USS Arizona Memorial
 - Pearl Harbor Visitors Center
 - Bowfin Submarine
 - Pacific Aviation Museum
 - USS Missouri Memorial
 - The seaplane ramps at Ford Island
 - USS Utah Memorial
 - Hospital Point
 - Hickam Missing Man Formation
 - Hickam Flagpole
- 2 To film at historical sites on Wheeler Army Airfield or about January 28 - February 5, 2013

Deviation from this schedule must be approved by the DoD assigned Project Officer.

Producer 
Prepared by: 

(b)(6)



photography or sound recordings. These ownership rights pertain only to the exhibition promotion, and marketing of *Ulysses - Pearl Harbor Attack*.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

(b)(6)

OASD (PA)
Entertainment Media
Pentagon Room, 2D982
Washington, D.C. 20301-14

FOR PRODUCTION COMPANY

Anna Maria Tiberi Dec. 1. 13
Signature and Date

Anna Maria Tiberi, Exec. Producer
RAI RADIOTELEVISIONE ITALIANA
Viale Mazzini 14 00195
Rome, Italy
+39.06-36226310

Name of DoD project officer

(b)(6)

Navy Office of Information, West
10880 Wilshire Blvd., Suite 1220
Los Angeles, CA 90024

(b)(6)

Producer (b)(6)

DoD

Prepared by Navy # 1 Cons. Meeting 18JAN13



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-20130925-00004

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with Fleisher Film hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a documentary known at this time as UnSEALED.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION

1. Research-only assistance of U.S. Navy components and personnel. All availability and coordination with any Navy asset will be channeled solely through the NAVINFO WEST liaison project officer, (b)(6)

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him or her. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.

2. DoD has approved production assistance as in the best interest of DoD, based on the September 25, 2013 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support

DoD (b)(6)

Production Company *enf*

to the production company.

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of UnSEALed. The estimated amount shall be detailed and included.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company shall provide:

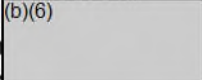
a. Round-trip air transportation and ground transfers to the production location (s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Documentary Officer.

b. Hotel accommodations equivalent to those provided to the production company's crew.

8. By approving DoD production assistance for UnSEALed, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of UnSEALed. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.

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Production Company out

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore, no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

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12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of four pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of UnSEALed.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

(b)(6)

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR FLEISHER FILM

Signature and Date

Carol Fleisher
Fleisher Film President
PO Box 4838
Jackson, WY 83001

DoD _____

Production Company cut



U.S. DEPARTMENT OF DEFENSE
TELEVISION SHOW PRODUCTION ASSISTANCE AGREEMENT
DoD-20130727-ND-00007

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with Scripps Networks Interactive hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television show known at this time as Urban Oasis.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION
See Attachment 1

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, (b)(6) is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.

2. DoD has approved production assistance as in the best interest of DoD, based on the June 27, 2013 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

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Production Company *clg*

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of Urban Oasis . The estimated amount shall be detailed and included.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. INTENTIONALLY DELETED

8. By approving DoD production assistance for Urban Oasis, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of Urban Oasis. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and / or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any

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Production Company *clg*

special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) shall be in

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Production Company *dg*

keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of four pages including one attachment. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of Urban Oasis.

FOR THE DEPARTMENT OF DEFENSE

FOR SCRIPPS NETWORKS INTERACTIVE

(b)(6)
[Redacted Signature and Date]

Signature and Date

(b)(6)
[Redacted Name]

DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

[Handwritten Signature] 7/1/13

Signature and Date

Cynthia Gibson
EVP/Chief Legal Officer
Scripps Networks Interactive, Inc.
9721 Sherrill Blvd
Knoxville, TN 37932

DoI (b)(6)
[Redacted]

Production Company [Handwritten Signature]

Attachment 1

With approval and supervision of the appropriate local Public Affairs Officer, the Production Company is authorized;

1. To shoot footage aboard USS Constitution during its 4th of July cruise with the main intent of showcasing how the ship is a staple of Boston.
2. To interview designated Navy representative(s) in uniform while performing duties aboard USS Constitution on July 4, 2013.

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**U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-0706-NT-001-2016**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby expresses its intent, subject to the provisions herein, to provide to **360 Production**, hereinafter referred to as the "production company," the assistance itemized in this Production Assistance Agreement (Agreement) in conjunction with the production of a documentary known at this time as **SURVIVOR STORIES: USS INDIANAPOLIS**. This Agreement expresses the terms under which DoD intends to provide assistance. This Agreement does not authorize the obligation of any United States funding, nor should it be construed as a contract, grant, cooperative agreement, other transaction, or any other form of procurement agreement.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION – SEE ATTACHMENT ONE

The DoD will make reasonable efforts to provide the assistance requested in the request for DoD documentary assistance, to the extent approved by DoD, and subject to the limitations contained herein.

This Agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD project officer. The production company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. If such Agreement is either suspended or terminated, the sole right of the Production Company to appeal such decision is to the DoD designee responsible for coordinating assistance for documentary productions. The requirements in Department of Defense Instruction 5410.16 shall apply to this Agreement.

It is understood between DoD and the production company that:

1. The DoD project officer, (b)(6), is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor, and all military coordination must go through him or her. The production company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involves or depicts the U.S. military. The local unit/installation public affairs officer, or a designated official, may serve as the official onsite DoD representative for this project and will act as the interface between the film crew and military units providing both filming and logistical support.

2. DoD has approved production assistance as in the best interest of DoD, based on the January 6, 2016, version of the script, treatment, or narrative description to the extent agreed upon by

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Production Company _____

DoD. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

3. The operational capability and readiness of the Military Components will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There will be no deviation from established DoD safety and conduct standards. The DoD project officer, or his or her designee, will coordinate such standards and compliance therewith. DoD will provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production will be restored by the production company to the same or better condition, cleaned and free of trash, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of **SURVIVOR STORIES: USS INDIANAPOLIS**. The estimated amount will be detailed and included in this Agreement or as an attachment to it.

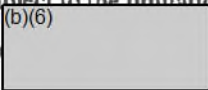
7. The production company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, including, but not limited to fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

8. The production company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD project officer, the DoD documentary officer, or his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and the DoD documentary officer.

b. Hotel accommodations equivalent to those provided to the production company's crew.

9. By approving DoD production assistance **SURVIVOR STORIES: USS INDIANAPOLIS**, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in this Agreement (e.g., including, but not limited to, Paragraphs 11 -

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Production Company _____

14).

10. As a condition of DoD assistance, the production company will:

a. Indemnify and hold harmless the DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of **SURVIVOR STORIES: USS INDIANAPOLIS**. This provision will not in any event require production company to indemnify or hold harmless the DoD, its agencies, officers, or employees from or against any claims arising from defects in DoD property or negligence on the part of DoD, its agencies, officers, or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials are may be used to show DoD viewers how DoD is assisting in the production; such materials may be viewed by the general public if posted on an open DoD web site or other publicly-accessible media source. Therefore, no DoD personnel will photograph actual filming without the prior approval of the production company.

11. The production company will screen for the DoD project officer, and the DoD documentary officer, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated to allow DoD to confirm the military sequences conforms to the agreed-upon script, treatment, or narrative description; to preclude release or disclosure of sensitive, security-related, or classified information; and to ensure that the privacy of DoD personnel is not violated. Should DoD determine that material in the production compromises any of the preceding concerns, DoD will alert the production company of the material, and the production company will remove the material from the production.

12. If the recording or imagery to be used in the production captures medical treatment being performed on DoD personnel, the project officer shall require the production company to gain written consent from such DoD personnel. In the case of DoD personnel who are deceased or incapacitated, the project officer shall require the production company to gain written consent

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Production Company _____

from the next of kin of the deceased or incapacitated DoD personnel.

13. All Department of Defense uniformed and civilian personnel who are photographed or sound recorded by the documentary production company are considered to be on duty and are precluded from receiving any compensation from the production company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. Military personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service regulations. In such cases, these conditions apply:

- a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.
- b. The DoD project officer will ensure that DoD personnel will comply with standards of conduct regulations in accepting employment.
- c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

14. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

15. The production company will identify any and all re-enactments in the production by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the production.

16. The production company will use its best efforts to place a credit in the end titles immediately above the "Special Thanks" section (if any) substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) will be in keeping with industry customs and practices, and will be of the same size and font used for other similar credits in the end titles.

17. The production company will provide a minimum of five digital videodisc (DVD) copies of the completed production within seven working days of initial broadcast to DoD, for internal briefings and for historical purposes. DoD will not exhibit these DVDs publicly or copy them; however, DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance, for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited

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Production Company _____

from making these clips available to any other party for any other purpose.

18. The undersigned parties warrant that they have the authority to agree to the terms of this Agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

19. This Agreement consists of six (6) pages including no attachments. Each page will be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

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DoD Documentary Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR 360 PRODUCTION

Edward Harte

Signature and Date

Name: Edward Harte

15503 Ventura Blvd., Ste. 240
Encino, CA 91436

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ATTCHMENT 1

1. DoD project officer or his/her designee to provide escorted access to Washington D.C. Navy yard. Filming, still photography and pre-approved, on-camera interviews conducted by the production company are authorized to capture content approved by NAVINFOWEST and NAVAL HISTORY AND HERITAGE COMMAND.

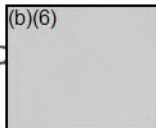
2. Tentative film support schedule:

DAY ONE July 18th, 2016

Conduct interviews with NHHC approved historians.

Collect B-Roll of historical footage and locations at the yard.

Verify all historical accounts with the Naval History and Heritage Command.



U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-150424-ND-001

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with the Cable News Network hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of a television show known at this time as Vital Signs.

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION


1. SEE ATTACHMENT ONE

This agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company shall be given a written notice of non-compliance by the DoD project officer. The production company shall have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder; the production company's decisions with respect to these recordings shall be final.

It is agreed between DoD and the production company that:

1. The DoD project officer, LCDR Mark A. Correa (mark.correa@navy.mil), is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer is the military technical advisor and all military coordination must go through him. The production company shall consult with the DoD project officer in all phases of pre-production, production and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the April 16, 2015 version of the script, treatment, or narrative description. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the description of the production before these changes are undertaken.
3. The operational capability and readiness of the Military Service shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD shall not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

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Production Company 

4. There shall be no deviation from established DoD safety and conduct standards. The DoD project officer or his designee shall coordinate such standards and compliance therewith. DoD shall provide the production company advance notice of such safety or conduct standards upon request

5. All DoD property or facilities damaged, used or altered by the production company in connection with the production shall be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company shall reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of Vital Signs. The estimated amount shall be detailed and included.

The production company shall be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

7. The production company shall be charged for the travel, lodging, per diem and incidental expenses for the DoD project officer, the DoD Documentary Officer or his designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For LCDR Mark Correa, the production company shall provide:

- Roundtrip air travel from San Diego, CA to Kingston, Jamaica; arriving 03May and departing 08May.
- Lodging in Kingston, Jamaica.
- Ground transportation while in Jamaica.

8. By approving DoD production assistance for Vital Signs, DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in paragraph 12.

9. As a condition of DoD assistance, the production company shall:

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of Vital Signs. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property and /or negligence on the part of DoD, its agencies, officers, and or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD, and to maintain at

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Production Company 

its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still photography of DoD personnel and assets that are directly supporting the Continuing Promise 2015 mission. DoD public affairs personnel are not permitted to capture still photography or motion media of CNN's Dr. Sanjay Gupta. Still photography is for the purpose of communicating to internal DoD viewers how DoD is assisting in the production. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore, no DoD personnel will photograph actual filming without the prior approval of the production company.

f. Identify any and all re-enactments by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the product(s).

10. The production company shall screen for the DoD project officer or his designee, the roughly edited version of the production in its entirety at a stage in editing when changes can be accommodated. This is to allow DoD to confirm the military sequences conforms to the agreed script, treatment, or narrative description; to preclude inadvertent release of sensitive or classified information; to ensure that the privacy of DoD personnel is not violated, and to avoid any implications of a violation of the Uniform Code of Military Justice.

11. All U.S. Department of Defense uniformed and civilian personnel who are photographed or sound recorded are considered to be on duty and are precluded from receiving any compensation from the Production Company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story or other rights for any purpose. By this agreement, DoD grants to the Production Company a general release to use picture and sound recordings of U.S. Department of Defense uniformed and civilian personnel, with the exception of those currently or formerly receiving medical care, real estate, and equipment obtained during the course of this production, and through DoD archival sources, subject to the following limitations.

12. No photography or sound recordings made with DoD assistance and NO DoD photography and sound recordings released for this production shall be reused or sold for use in other

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Production Company 

productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

13. The production company shall provide acknowledgement to the United States Department of Defense. Such acknowledgment(s) shall be in keeping with industry customs and practices, and shall be of the same size and font used for other similar credits in the end titles.

14. The production company shall provide a minimum of five digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes. DoD shall not exhibit these DVDs or copy them. DoD is allowed to use them in official internal presentations by Service members and DoD civilian personnel for the purpose of illustrating DoD support to the production, and for professional military and civilian education and training. However, DoD is prohibited from making these DVDs available to any other party for any other purpose.

15. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

16. This agreement consists of five pages. Each page shall be initialed by the undersigned DoD and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of Vital Signs.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)
[Redacted Signature and Date]

Signature and Date

(b)(6)
[Redacted Name]

DoD Officer
OASD-PA Room 2D982
Pentagon, Washington, DC 20301

FOR CNN INTERNATIONAL


Signature and Date

Elisa Berkowitz
Executive Producer, CNN International
1 CNN Center
Atlanta, GA 30303

D (b)(6)
[Redacted Initials]

Production Company 

ATTACHMENT ONE

With coordination and approval through NAVINFO WEST, 4th Fleet and Continuing Promise 2015 (CP-15) public affairs, b-roll and interviews with designated DoD personnel are agreed to under the following timeline of events. All DoD-related filming and interviews require DoD project officer escort.

03May2015

- DoD project officer LCDR Mark Correa rendezvous with Vital Signs crew in Kingston, Jamaica.

04May2015

- B-roll capture of USNS Comfort's arrival to Kingston, Jamaica.
- Additional b-roll and interview opportunities available aboard USNS Comfort or CP-15 facilitated missions in Jamaica.

05May2015

- Additional b-roll and interview opportunities available aboard USNS Comfort or CP-15 facilitated missions in Jamaica.
- Dr. Sanjay Gupta arrives evening of 05May.

06May2015

- B-roll and key interview opportunities conducted by Dr. Sanjay Gupta available aboard USNS Comfort or CP-15 facilitated missions in Jamaica.
- Proposed key interviews:
Captain Sam Hancock (CP-15 mission commander); Captain Christine Sears (USNS Comfort, medical treatment facility, commanding officer); additional nursing staff.

07May2015

- Additional b-roll and interview opportunities available aboard USNS Comfort or CP-15 facilitated missions in Jamaica.
- Dr. Sanjay Gupta departs.

08May2015

- CNN crew and LCDR Correa depart Jamaica.

Do

(b)(6)

Universal Sports Network: Warrior Games 2015
Department of Defense Production Assistance Agreement

ADDENDUM

ATTACHMENT 1

The United States Department of Defense (hereinafter referred to as "DoD") acting on behalf of the United States of America, hereby agrees with World Championship Sports Network, Inc., operating as Universal Sports Network, (hereinafter referred to as the "Production Company") subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of the documentary known at this time as "Warrior Games 2015." This contract is an addendum to the already existing production assistance agreement (DoD-USMC-20150512-013) between the Production Company and the DoD dated 12May2015.

It is agreed between DoD and Production Company that this agreement is hereby amended to include the following items approved for production assistance as in the best interest of DoD, based on the reviewed and approved narrative description dated 12May2015.

- Access to Wounded Warrior Regiment and "Navy" Wounded Warrior Safe Harbor as well as escorted access to Warrior Games 2015 for b-roll filming of Navy participants.
- With coordination through Wounded Warrior Regiment and "Navy" Wounded Warrior Safe Harbor and with prior written permission from the service member, provide escorted access to Warrior Games 2015 competition and training events for Navy active/ reserve duty interviews.

Deviation from this agreement must be approved by the DoD Project Officer. The undersigned DoD and Production Company representatives will initial each page of this license agreement. This addendum includes one page.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)
[Redacted Signature and Date]

(b)(6)
[Redacted Signature and Date]

DoD Documentary Officer
OASD(PA)/CPO 2D982
The Pentagon, Washington, DC 20301

FOR UNIVERSAL SPORTS NETWORK


Signature and Date

Scott M. Brown
President, Universal Sports
21650 Oxnard Street, Suite 1950
Woodland Hills, CA 91367

Name of DoD project officer for Navy-specific support:
LT Chad Dulac
Navy Office of Information West
10880 Wilshire Blvd, Suite 1220
Los Angeles, CA 90024

DoD _____

Production Company 

Prepared by [Redacted] (b)(6)