



**U.S. DEPARTMENT OF DEFENSE
PRODUCTION ASSISTANCE AGREEMENT
DoD-20180330-AFF-165-1708-2018**

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 **Germ Free 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 "**Captain Marvel**" (referred to herein as the "**Picture**"). 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.

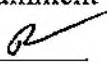
LIST OF MILITARY RESOURCES REQUESTED TO BE PROVIDED IN SUPPORT OF PRODUCTION.

- Requested access and support at Edwards AFB, Calif. for filming and set-up 9-25 April 2018. Support includes filming access at multiple base locations; base camp and vehicle access. Detailed request in Attachment 1
 - Use of additional locations at EAFB must be coordinated with SAF/PAYL and the 412TW
 - Additional requested support (not in attachment 1) Use of FSS facilities (base lodging and TLF) to house DoD support personnel, select cast, crew
- Requested Aircraft assets from Edwards AFB, Calif. and Nellis, AFB, Nevada.
 - See Attachment 1-A
- Air-to-air filming support with assets from 57th FW and 144th FW, dates TBD.
- Additional support requested and detailed in an addendum agreement with the National Guard Bureau on behalf of the 144th FW, California National Guard.

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 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 revocation of the general release for photography and sound recordings (see paragraph 9), and/or withholding of other approvals incident to this agreement. Requests for future support from DoD may also be denied. 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

DoD (b)(6)

Production Company 

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 ("DoD Project Officer"), (b)(6) is the official DoD representative responsible for ensuring that the terms of this Agreement are met. The Air Force project officer is (b)(6). 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 **the Picture**. 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 representative of the time period and based on the **13 March 2018** version of the script pages to be filmed at the DoD property or facilities ("**Approved Script**"); provided, however, a breach of this Paragraph shall not be considered a material breach of this Agreement. DoD shall not have any creative or editorial approval. 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, subject to Paragraph 1 above. The DoD Project Officer will provide written guidance specific to each Military Service being portrayed. Notwithstanding the foregoing, DoD hereby acknowledges that depiction of the military aspects substantially as set forth in the Approved Script shall be deemed to conform with the requirements set forth in this Paragraph 2.
3. DoD has approved production assistance as in the best interest of DoD, based on the Approved Script to the extent agreed upon by DoD and includes depiction of the US Air Force as outlined in the attached Approved Script. The Production Company must obtain, in advance, DoD concurrence for any subsequent material changes proposed to the military depictions made to either the picture or the sound portions of the production before it is exhibited to the public and the Production Company agrees to advise the DoD Project Officer of all material subsequent changes to material depictions, including those that may be made during post production; provided, however, in the event of disagreement with respect to any of the foregoing changes, 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 DoD assistance to the Production Company or its parent companies, in connection with the Picture (but nothing contained herein shall restrict any of the Production Company's rights in and to the photography and sound recordings made hereunder) 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

(b)(6)
{DoD

Production Company

or prejudice to the production caused by the premature withdrawal or change in support to the Production Company.

5. While on DoD property or when utilizing DoD assets, 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. As applicable, DoD will provide the Production Company timely advance notice of such safety or conduct standards.

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 the Picture. The estimated amount will be detailed and included in Attachment 2. Unless otherwise agreed upon, the Production Company agrees to post advance payment 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.
- d. To the extent that Production Company has an outstanding balance following project completion, it shall pay DoD the balance owed within 45 days after receiving a statement of charges (provided DoD shall ensure receipt of such statement of charges no later than 45 days after the last day of the month in which the 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:

{DoD}

(b)(6)

Production Company

- 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. If deemed necessary by the project officer, 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 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 and caveats 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 **the Picture**, 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 the Department of Defense (DoD) and Edwards Air Force Base located at 1 South Rosamond Blvd Edwards AFB 93524-1225) as an additional insured in the amount of \$25M USD 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 federal or state controlled substance, to include medicinal or recreational marijuana; 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,

{DoD (b)(6)}

Production Company

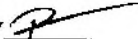
fire, loud noises, etc., without the prior approval of the DoD Project Officer and the supporting installation.

- 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 subject to any third party rights and clearances required, to allow DoD the use of Production Company-generated publicity and marketing materials, such as production stills and electronic press kits provided that any use of the foregoing still photography, motion photography, and Production Company-generated assets must be approved in writing by Production Company. Provided further, that any use by DoD of any materials approved by the Production Company shall be only to extent such use is consistent with the marketing strategy for use of the DoD personnel and assets 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 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 DoD-managed (yet publicly-accessible) media source. Therefore, no DoD personnel will photograph actual filming, talent, or sets (or other Production Company assets or materials) without the prior approval of the Production Company nor will any such materials be posted on the DoD web site (or any public web site) without the prior written approval of Production Company. The DoD shall be solely responsible for the clearance or release of any non-DoD personnel in such photographs taken by the DoD. Upon prior written approval of the Production Company, 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 ten (10) minutes in total length; (ii) promotional messaging as directed by Production Company and "©Marvel"; and (iii) display all publicity and marketing materials in their entirety and not alter or edit such materials without Production Company's express written consent. Notwithstanding anything to the contrary contained in this Paragraph, such materials will not be provided to DoD prior to the release of the film or prior to any key marketing dates which, if disclosed publicly prior to these dates, will adversely affect the Picture and result in significant and irreparable damage to 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 that the tone of the military sequences substantially conforms to the scripted sequences agreed upon by the DoD in the Approved Screenplay (subject to any changes that take place during filming as to which the DoD Project Officer makes no objection) precludes the release or disclosure of sensitive, security-related, or classified information, and to ensure that the privacy of DoD personnel is not violated. If the DoD determines that material in the production

DoD
(b)(6)
(L01154)

Production Company 

compromises any of the preceding concerns, DoD will alert the Production Company of the material, and the Production Company will alter and/or remove the material of a sensitive nature from the production. Requested edits may not be of a creative or editorial nature and are restricted to changes related to propriety, security and privacy. 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. The DoD hereby irrevocably grants to Production Company and its successors, assignees and licensees (including without limitation all distributors of the Picture) the right, in perpetuity, throughout the universe, to duplicate and re-create the DoD resources used in the film and to use the same in any media and/or manner known or unknown, including without limitation in, and in connection with any sequel to or remake of the Picture, any so-called "making of" or other documentary-type film about the production or the characters in the Picture, or promotional or other films related to a broader list of characters in the "Marvel Universe", theme park, motion picture studio tour, and/or merchandise in connection with any of the foregoing and/or in connection with any publicity, promotion and/or advertising of same, and to use the same in any and all ancillary and subsidiary markets, now known or hereafter devised (including without limitation, television, home video, mobile video devices, wireless, theme parks and stage plays) or from using clips in promotional material relative thereto. Production Company acknowledges, however, i) that it will not use or license others to use film clips from the Picture as so-called "stock footage" in motion pictures or other productions wholly unrelated to the Picture (or any sequel thereto or remake thereof) or to Marvel Universe characters and, ii) that it will not use or license others to use film clips from the Picture in motion pictures or other productions wholly unrelated to the Picture (or any sequel thereto or remake thereof) or to Marvel Universe characters featuring DoD resources where such clips are used in such a manner that DoD appears to have provided services on/or endorsed such other motion picture.

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, Air Force Project Officer, and the Director of Entertainment Media or their designees.

15. The Production Company understands and agrees to the following terms with respect to acknowledging and highlighting DoD assistance.

- a. The Production Company will place a special thanks credit in the end titles above the "Producer's wish to thank" category of credits or other similar phrasing section (if any), substantially in the form of "Special Thanks to the United States Department of Defense and United States Air Force," as well as specific locations used in the production (i.e. "and the men and women of Edwards Air Force Base, California"; "the 144th Fighter Wing.") 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, however the size and font of the credit shall be at

(b)(6)

{E

Production Company

the Production Company's discretion. Any casual or inadvertent failure to accord such credit shall not be considered a breach of this Agreement.

- b. When promoting the availability of the production on social media, DoD requests that the Production Company "tag" the applicable Department of Defense and **U.S. Air Force** social media accounts when appropriate. The Production Company may determine the timing, frequency and quantity of such posts at their sole discretion. Examples of such posts include:
 - 1. One Facebook post; including a media asset and tagging @ DeptofDefense and @usairforce
 - 2. One Instagram post; including a media asset and tagging @ DeptofDefense and @usairforce
 - 3. One Snapchat snap; including a media asset and tagging @ DeptofDefense
 - 4. One Twitter tweet; including a media asset and tagging @DeptofDefense and @usairforce
 - 5. One YouTube post; including a link to the Department of Defense and **U.S. Air Force** YouTube pages in the video description
- c. The Department of Defense and **the U.S. Air Force** may choose to promote the project via its owned and operated social media accounts. If the Department of Defense and/or **the U.S. Air Force** decide to originate a social media post, specific details, timing and tactics will be coordinated and approved in advance with the Production Company.
- d. The Production Company will use best efforts to arrange opportunities for DoD public affairs personnel (e.g. Defense Media Activity/DoD News reporters) to interview selected key individuals associated with the production (e.g. executive producer, director, top-billed cast) for use in DoD public affairs efforts. Release of DoD-produced media will be coordinated and approved with the Production Company prior to release.

16. The Production Company will provide DoD with a minimum of 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. At such time DVD/BluRay copies of the completed production are commercially available, the Production Company will provide a minimum of ten digital videodisc (DVD/BluRay) copies of the completed production to DoD, via overnight mail to the U.S. Air Force Entertainment Liaison Office, 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.

(b)(6)
{DoD

Production Company 7

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, provided that such military personnel are solely responsible for compliance with such regulations, and the Production Company shall not be responsible or liable for the failure of any military personnel to comply with such regulations.
- 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. The Production Company shall have the right, at any time, to assign or otherwise transfer the Agreement, in whole or in part, or any or all of the Production Company's rights or obligations hereunder to the Production Company's financiers and/or distributors and/or parent or affiliated companies.

22. Neither the Production Company, nor its successors or assigns, shall be obligated to make any actual use of any photography, recordings, depictions or other references to the DoD locations, personnel and/or resources hereunder in any motion picture or otherwise.

23. Prior to DoD exercising any remedies available pursuant to this Agreement or otherwise, Production Company shall be given written notice of a default hereunder and accorded a reasonable opportunity to cure. DoD acknowledges that in the event of a breach or default of this Agreement by Production Company or a third party, DoD's remedy shall be limited to an action for damages, if any, and in no event shall DoD be entitled to seek to enjoin or restrain the production, exhibition, distribution, advertising or exploitation of the Picture. This provision shall survive the expiration, termination or revocation, if any, of this agreement. If the DoD terminates

(b)(6)
(E)

Production Company R

its support under this Agreement for any reason or the DoD seeks a remedy for Production Company's noncompliance of the terms hereof, in no event shall any of the rights granted by the DoD hereunder be affected or impaired.

24. The license of Air Force, Marines, Army, Navy, and Department of Defense trademarks, service marks or trademarks for merchandising shall be done with the appropriate trademark licensing agency of each respective service and the Department of Defense. Agreements with such organization(s) do not form a part of this agreement. Notwithstanding the foregoing, the DoD hereby grants permission to Production Company to use such trademarks, tradenames, services marks, etc. as the same may appear in the Picture (including without limitation on uniforms and other props and set dressing) and the photography and sound recordings made hereunder, and Production Company shall have the right to use the same as they may appear in any and all photography and recordings filmed and recorded for the Picture, and shall have the right to use clips and stills from the Picture in connection with sequels and remakes thereof, including without limitation in merchandising and commercial tie-ins related to any of the foregoing. Production Company acknowledges, however, i) that it will not use or license others to use film clips from the Picture as so-called "stock footage" in motion pictures or other productions wholly unrelated to Captain Marvel (or any sequel thereto or remake thereof) or to Marvel Universe characters and, ii) that it will not use or license others to use film clips from Captain Marvel in motion pictures or other productions wholly unrelated to Captain Marvel (or any sequel thereto or remake thereof) or to Marvel Universe characters featuring DoD resources where such clips are used in such a manner that DoD appears to have provided services on/or endorsed such other motion picture.
25. This Agreement and other records relating to DoD assistance may be subject to disclosure pursuant to the Freedom of Information Act, 5 U.S.C. § 552, provided that prior to any legally obligated disclosure hereunder, DoD shall give prompt written notice to Production Company sufficient to allow Production Company to seek a protective order or other appropriate remedy and further provided, that DoD shall use commercially reasonable efforts to obtain confidential treatment for any Production Company confidential information.
26. Except as otherwise stated for herein, DoD acknowledges that Production Company's use of the premises may bring DoD, its employees and agents into close contact with certain confidential and proprietary information and material of Production Company and/or the Picture not readily available to the public related to the production activities and that a disclosure of such information and material will adversely affect the Picture and result in significant and irreparable damage to Production Company. DoD shall not (and shall procure that its employees and agents not) take any unauthorized photographs, or video recordings, nor at any time directly or indirectly, in any way, review, report, publish, disclose, transfer or otherwise disseminate or use or assist third parties in using or publishing (including on the internet, blogs, or social networking sites, such as Twitter or Facebook) any information, communications or materials concerning the Picture, including without limitation, information regarding cast and crew, scenes, dialogue, plots, production methods or the terms of this Agreement, both during and after Production Company's use of the premises.
27. This Agreement consists of 37 pages including 5 attachments (to be updated with final cost

(DoD) (b)(6)

Production Company

estimates prior to signature). Each page will be initialed by the undersigned DoD and Production Company representatives.

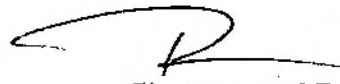
FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature


Mr. (b)(6)
Director, Entertainment Media
Office of the Secretary of Defense
The Pentagon, Room (b)(6)
Washington, DC 20301-1400

FOR GERM FREE PRODUCTIONS, INC.


Signature and Date 4/17/18

David Baral
Director

(b)(6)
{DoD

Production Company 

ATTACHMENT 1- REQUESTED RESOURCES - EDWARDS AFB



LOCATION DEPARTMENT MEMO

FROM: (b)(6)
DATE: March 9th 2018
RE: Edwards Air Force Base request list

LOCATION 1: BUILDING (HANGAR) 1600 AND THE TARMAC APRON (AKA FLIGHT LINE) TO THE SOUTHEAST OF IT,

Based off our current schedule we would like to:

- Prep the hangar starting April 9th - April 13th. Hold it (leave it dressed and cabled) over the weekend
- Film it April 16th - 20th. Hold it over the weekend and film again Monday April 23rd
- Strike it April 24th - 27th

Please see attached Calendar

[1] Requested Aircraft for Building 1600 work:

- (4) F15c on the flight line to the Southeast of Building 1600
- (4) F16 on the flight line to the Southeast of Building 1600
- (1) B1 Lancer inside Building 1600
- (1) B2 Spirit inside Building 1600
- (1) LOCKHEED MARTIN F-22 RAPTOR inside Building 1600
- (3) YF-23 inside Building 1600
- (1) NORTHROP GRUMAN X-29 inside Building 1600
- (1) RQ4 GLOBAL HAWK inside Building 1600

[1] We would like to bring in set pieces that have been built at our mill (off-site) and use them inside building 1600. please see listed below:

- (1) CONDOR 3.0 space craft set inside Building 1600 (This will consist of partially built set pieces and visual effects)
- (1) QUADJET inside Building 1600 (This will consist of partially built set pieces and visual effects)

(b)(6)

(b)(6)

Production Company P

- ☐ Our Property department would like to bring onto the base:

Replica weapons:

- (14) Sig p226 pistols
- (6) Sig p228 pistols
- (6) H&K MPS sub machine guns

Rubber Weapons:

- (14) Sig p226 pistols
- (6) Sig p228 pistols
- (6) H&K MPS sub machine guns

- ☐ We would like to use water-based atmospheric smoke inside Building 1600
- ☐ If smoke is approved in Building 1600, we would like to request that the fire alarms in the hangar be placed on test mode and the suppression system set to manual, during filming and the time it takes to subsequently clear the building of smoke.
- ☐ Camera Helicopter will work here and will fly over flight line to get shot of actors walking out of the hangar towards their jets.
- ☐ We request that the helicopter and its fuel truck be able to land near building 1600 to refuel and stay overnight. Is there a hangar or appropriate outdoor space nearby to park the helicopter?
- ☐ Our trucks would like to move in on Sunday afternoon, April 15th - they will land on the Northeast corner of building 1600 and our basecamp will land in front of building 1634. We would need EAFB escorts to undertake this process (e.g. FOD checks, etc)
- ☐ We would like to arrange for some of our drivers to undergo flight line driver training, in order to speed up the escort process on short days.
- ☐ There are alarms attached to the opening and closing of the large hangar doors - if possible, we would like those alarms deactivated. We will use visual and verbal warnings when we open and close the doors to ensure the safety of our crew as well as Air Force personnel.
- ☐ Are we allowed to bring boom lifts and scissor lifts from an outside vendor (e.g. Hertz) onto the base? Our crew will adhere to the rules and regulations on using such lifts as set forth by the Air Force and OSHA (e.g. the wearing of fall protection harnesses, etc).
- ☐ There are 90 hangar light bulbs that are not working currently - we are wondering if those could be replaced? At the time of the tech scout on Tuesday Feb 7th, the maintenance team was working on it. We would like to confirm that it is happening, will be happening, or has happened.
- ☐ In addition to the current hangar lighting, we would like to add an additional 48 HMI lights and 24 incandescent lights (each incandescent light has 7 globes on it).
- ☐ In order to hang our lights, we would like permission to attach temporary brackets to the rafters. This will in no way damage the rafters, nor prejudice their load bearing capacity, since the lights and brackets together weigh 45 pounds each and will be spaced out over a massive area. Each piece of equipment will be secured with fall protection cables.

(b)(6)

Production Company TR

- ☐ We were advised on the scout that it would not be possible to install said lights, if there were aircraft parked below. We would ideally like to move any such aircraft around in order to facilitate the installation.
- ☐ We would like to be able to turn off the ventilation system inside the hangar in order to record sound successfully and then turn it back on as soon as possible to release any accumulated heat and/or smoke. We would like to potentially do this on a number of occasions.

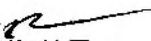
LOCATION 2 - LOCKER ROOM OFF THE HANGAR AREA IN BUILDING 1600

- ☐ Based off our current schedule we would like to:
 - o Prep the Locker Room starting April 9th – April 13th, Hold it (leave it dressed and cabled) over the weekend. Prep April 16th
 - o Film it April 17th
 - o Strike it April 18th - 20th
 Please see attached Calendar
- ☐ Our Basecamp will be located in front of building 1634 Southeast side.
- ☐ Our trucks will be located outside of building 1600 to the Northeast
- ☐ We would like to place a flight simulator in this room and build a box out of metal framing pieces that will be suspended from the ceiling or built up from the floor for the purpose of hanging our film lights.
- ☐ We would like to dress the existing lockers in the room and put period appropriate stickers on the lockers. After filming, we will remove those stickers.
- ☐ We would like to use water-based atmospheric smoke inside Building 1600

LOCATION 3: BASE HOUSE - (b)(6)

- ☐ Based off our current schedule we would like to:
 - o Prep the base house starting April 17th
 - o Film it April 18th
 - o Strike it April 19th
 Please see attached Calendar
- ☐ We would like permission to film a simple dialogue scene in the backyard of (b)(6)
- ☐ We request permission to place an 80' Condor boom lift on (b)(6) with attached movie lights, shining towards our chosen backyard on Palmetto in order to simulate moonlight (see attached schematic showing relationship between this lift and our chosen house).
- ☐ We would like to park our work trucks on (b)(6) approximately from (b)(6).
- ☐ This scene takes place at night – are there any restrictions or curfews relating to filming at night in the neighborhood?
- ☐ Our Basecamp will either stay at building 1634 or, if a suitable pad is found closer to Palmetto, we would use that area, but the footprint of our basecamp would be the same.

(b)(6)
(b)(6)

Production Company 

- ☐ We would like to cover the solar panels on the chosen house, as well as the two neighboring houses on either side. Rather than asking to remove them, we would like to clip a light fabric onto the panels. This would be done extreme attention, so as not to damage them.




- ☐ To protect our equipment, we would ask that the sprinkler systems for the chosen house's yard, as well as that of the neighboring houses, are turned off (both front and rear).
- ☐ We would like to rent several of the driveways of the neighboring houses for our craft service set up and for the temporary storage of equipment carts, etc.
- ☐ If there are any vacant houses nearby, we would possibly like to use one for green rooms for our actors.
- ☐ During night filming, we would like some of the neighboring houses to have their lights on if possible. We can go door to door and ask the permission of each occupant, as is our usual custom if preferred.

LOCATION 4: EOC/ CAT BUILDING, CORNER OF ROSAMOND BLVD AND YEAGER BLVD

- ☐ Based off our current schedule we would like to:
 - o Prep the hangar starting April 9th – April 13th. Hold it (leave it dressed and cabled) over the weekend
 - o Film it April 16th
 - o Strike it April 17th
 Please see attached Calendar
- ☐ Based off our current schedule we would like to start prepping this Location starting Monday April 9th – Friday April 13th. Hold it over the weekend (leave it dressed) and film it April 16th. After filming we would like one day to strike the room on April 17th.
- ☐ We would like to park our work trucks on Rosamond Blvd in the area in front of the Base Command Post.
- ☐ We would like to use water-based atmospheric smoke inside the EOC building – we spoke to one of the facilities guys who showed us around last week and he indicated that this would be ok.
- ☐ If possible, because of the use of smoke, we would like the smoke alarms placed on test mode during filming – the facilities guy also indicated this would be fine.

(b)(6)

{DOD}

Production Company 

- ☐ Our basecamp will either stay at building 1634 or if a suitable pad is found closer to this building, we would use that area, but the footprint of our basecamp would be the same.
- ☐ We would like the base personnel to remove all of the computer screens, flat screen televisions and desk chairs from the rooms requested for use.



- ☐ We would like to have the first row of desks removed. (The row closest to the projector screens mounted to the wall please find photo below) – this was ok'd by the person mentioned above too.



- ☐ Once the desks have been removed we would like to tuck the cables underneath the floor. The representative of the building described the process of lifting up the panels in the floor to do so.
- ☐ We would like to have this printer/copier removed from the room as well.



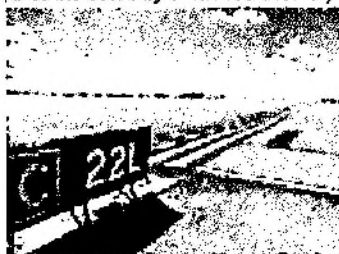
- ☐ We would like to have permission to film the maps and graphics on the walls of the EOC, please find examples below:



What is the procedure for clearing the use of those materials on camera?


- ☐ We will have a generator to power our set and would like to place it on either Rosamond Blvd or in the parking lot of the Base Command Post. Once an area is approved, we would like to run cables from the generator into the EOC building using cable crossings, where necessary, to keep all walkways and drives open and safe to use. Any cables installed during the days before filming will not compromise the security of the building at night. We would lay cables in the thresholds on both sides of any doorways, but leave them unconnected until we start filming. This way, the doors can be securely locked at night.
- ☐ We would like permission to swap out the light bulbs for cinematic and color corrected bulbs. We will reinstall the original bulbs once we have finished filming.

LOCATION 5: FLIGHT LINE WHERE TAXIWAY MEETS THE RUNWAY AT THE VFR HOLD LINE
(area indicated by a dashed double yellow line)



- ☐ Based off our current schedule we would like to:
 - o We will not have any prep here
 - o Filming is scheduled for April 23rd
 - o We will not have any strike here
 Please see attached Calendar

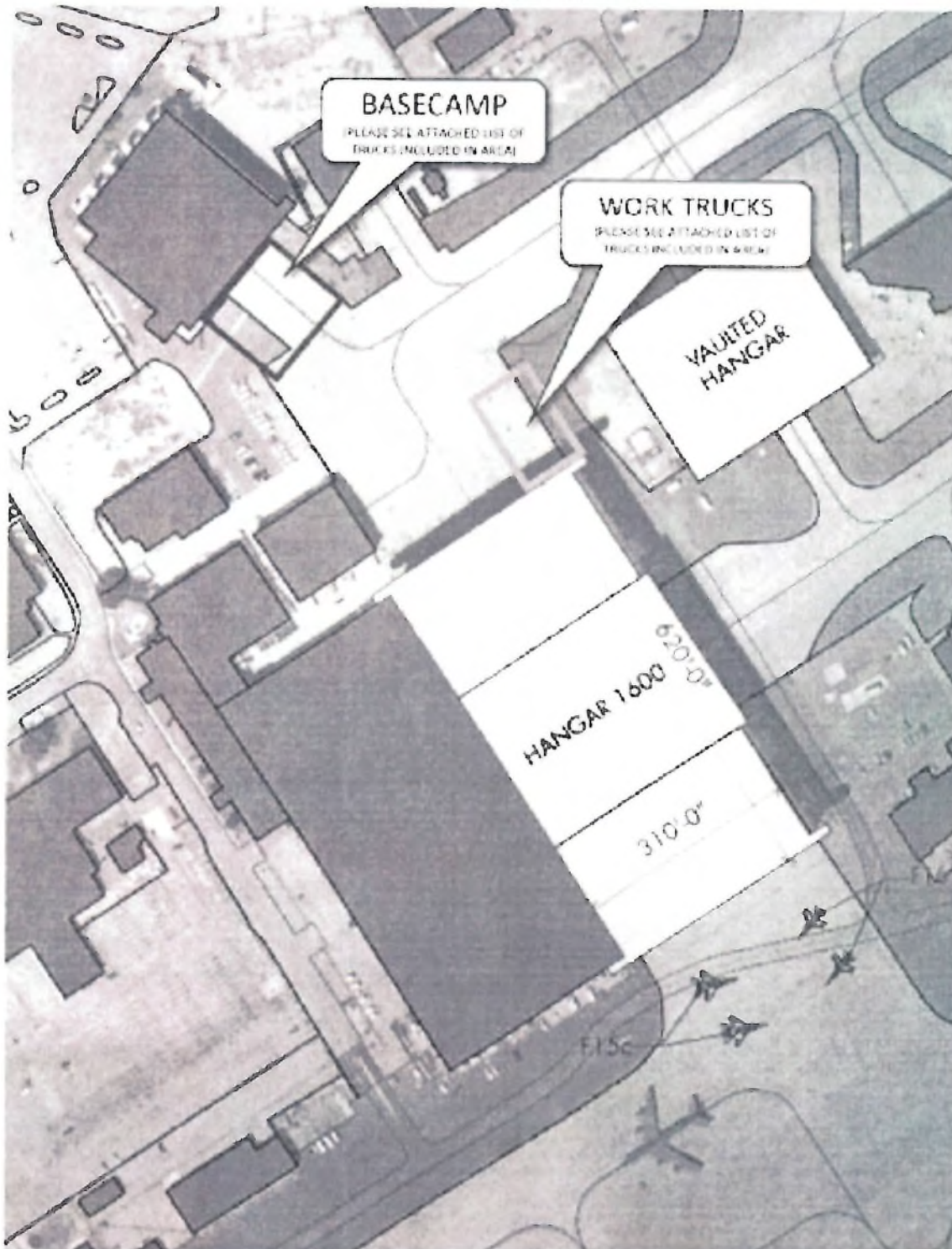
(b)(6)

Production Company 

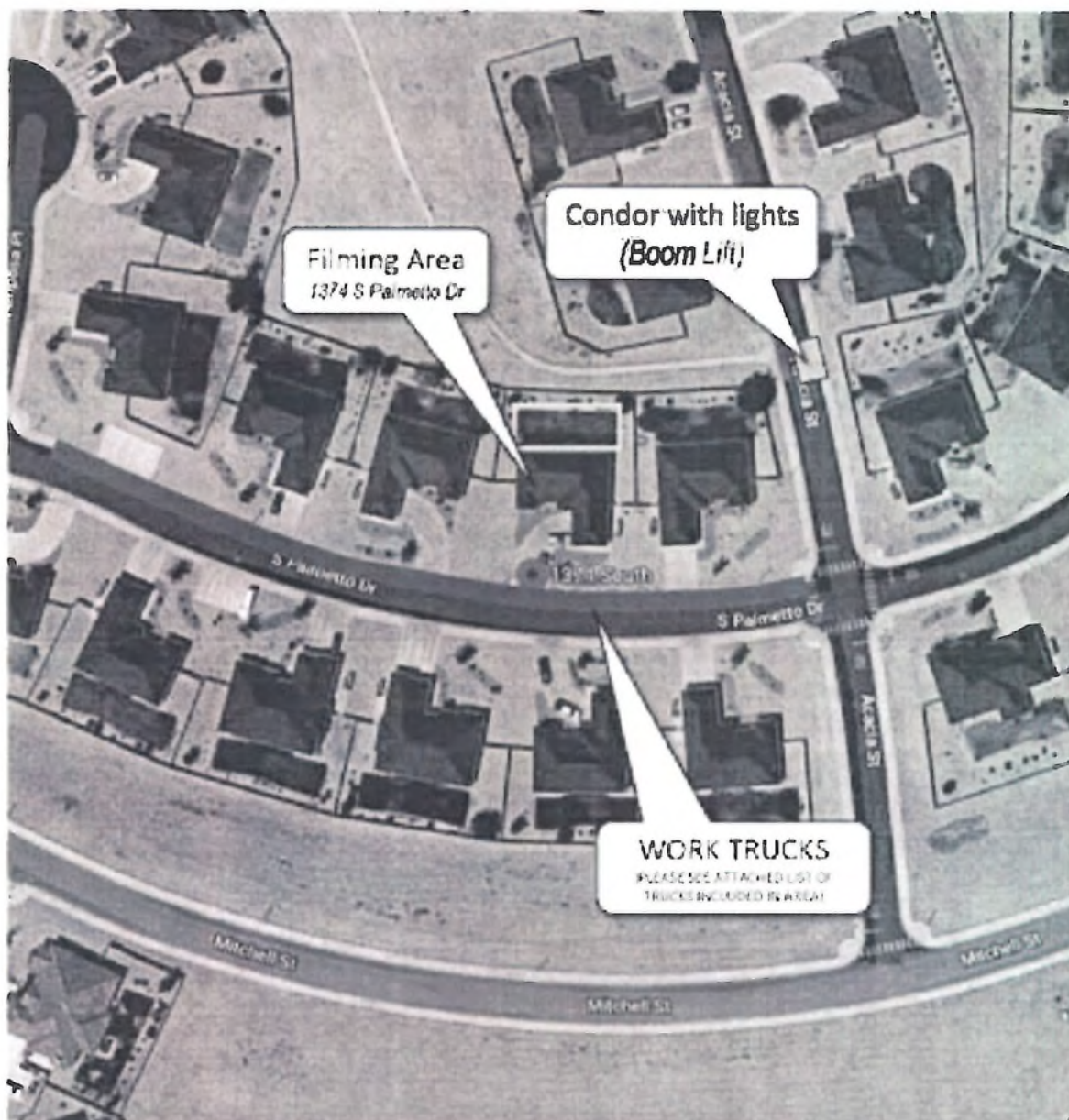
- ☐ We would like to have our camera helicopter hovering over the taxiway, filming planes taxiing to and from the runway.
- ☐ Our foot print will include a 10-ton camera truck and 3 or 4 stake beds. The trucks will standby in areas designated safe by Edwards Air Force Base representatives.
- ☐ There will be camera crew on the ground near the flight line, that have been designated safe by Edwards Air Force Base representatives. All crew will be wearing the appropriate PPE e.g. high visibility vests, ear plugs AND ear defenders.
- ☐ We would like escorts to cross over the runway and taxiway to reach our filming area.
- ☐ We would like an area for our helicopter to land and be refueled and request that our fuel truck be able to standby near the LZ as to minimize the time it takes to fuel and reposition our helicopter over the taxiway.

DoD (b)(6)

Location 1 & Location 2



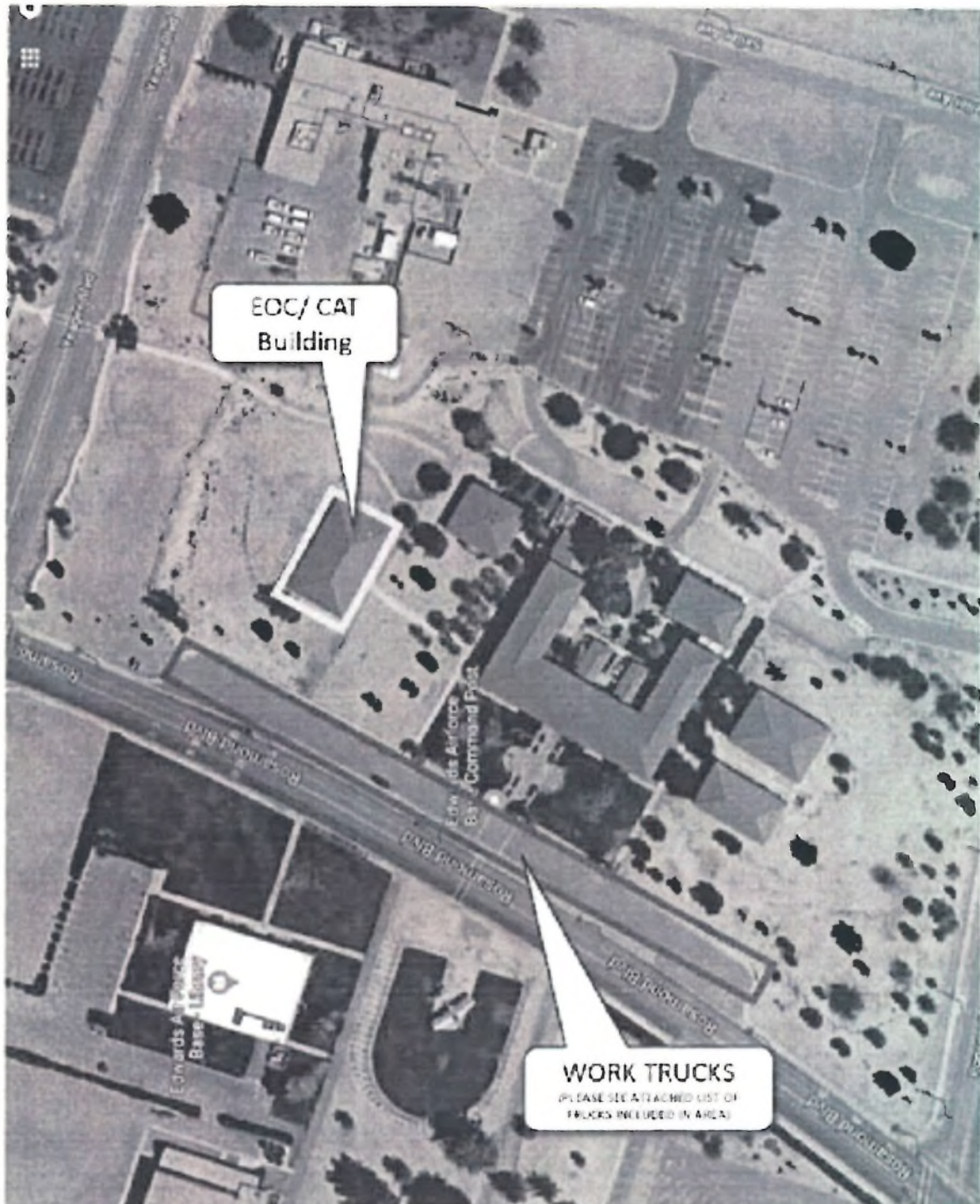
Location 3



(b)(6)

Production Company 

Location 4



ATTACHMENT 1-A -- REQUESTED AIRCRAFT

Edwards AFB Aircraft, 412 TW (Location/Personnel)

Aircraft for static display in/around Hangar 1600

- B-1
- F-16 x 2
- B-2
- F-22
- X-29
- F-35
- RQ-4

Nellis AFB Aircraft, 57th FW (Aircraft only)

- F-16 2 Aggressor Scheme

California Air National Guard, 144FW (Aircraft/Personnel)

*** See Addendum Agreement for Details**

- F-15 4 each

ATTACHMENT 2 – COST ESTIMATE

1. **Edwards Air Force Base Cost Estimate** (From the 412TW Statement of Capabilities, see ATTACHMENT 3 for a full COPY)

Cost. The total estimated cost of this project covering Mar and Apr 18 is **\$57,669**, which includes actuals of **\$1,502** as of Mar 18 and estimates of **\$56,167**. Funds in the amount of **\$10,000** have been received, leaving a balance due of **\$47,669**. Please see the table below for details. Funding is required in the form of a company check. Please make your check payable to “DSSN3801CO” and mail it to 412 TW/FMPR (b)(6) 195 East Popson Ave., Edwards AFB, CA, 93524-1180, for the total estimated amount required to support your program and reference the 412 TW JON CZZMWF00 on the check. Please call (b)(6) (b)(6) for any funding related questions.

Table 2 – Open World Cost Estimate

Category	FY18 Total
Aircraft Operations	\$28,008
Project, CTF, and Management	1,704
Infrastructure	17,094
Subtotal	\$46,806
20% Risk & Uncertainty	9,361
Estimated Cost	\$56,167
Actual Expenditures as of Mar 18	1,502
Total Project Estimated Cost	\$57,669
Funding Received	10,000
Balance Due	\$47,669

2. Per a memorandum dated 14 March 2018, 412TW assigned Warbird Productions Job Order Number (JON) CZZMWF00 and requested advance payment of \$10,000 to cover preliminary planning.
 - o In accordance with DoD Financial Management Regulations, DoD components must receive payment in advance of services being rendered.

3. DoD Project Officer Expenses – Per Paragraph 8 of this agreement

- a. *A detailed invoice for Per Diem and Mileage will be sent to production following the conclusion of work with SAF/PAYL.*
- b. *These estimates are NOT included in the costs from Edwards AFB and should be treated separately.*

Activity	Purpose	Cost or Rate	Notes	Subtotal
Lodging 11-13 April 16-26 April	Allows Project Officers to provide onsite, 24-hr support to production	\$63/night for TLF \$120/night for VOQ	PA requested 1 TLF and 2 rooms at lodging for project officers coming from LA to support	\$1320 for VOQ \$803 for TLF
Per Diem	Incidentals and meals for Project Officers Edwards AFB	\$64/day GSA FY18 Rate	Only charged for days spent staying at Edwards	MAX - \$704/per person for 11 days at Edwards
Mileage	Reimburse Project Officers for driving their personal vehicles in support of work at Edwards AFB	\$0.54 per mile	Only for days supporting at Edwards, detailed invoice to be provided (b)(6) – 220 miles round trip (b)(6) – 206 miles round trip (b)(6) – 176 miles round trip (b)(6) – 160 miles round trip (b)(6) – Using GOV; no mileage charge	TBD

(b)(6)
(b)(6)

ATTACHMENT 3 – 412TW STATEMENT OF CAPABILITIES – COPY ONLY
Original Document sent for signature to production – 10 April 2018



DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 412TH TEST WING (AFMC)
EDWARDS AIR FORCE BASE, CALIFORNIA

9 Apr 18

MEMORANDUM FOR: WARBIRD PRODUCTIONS LLC
ATTN: PATTY WHITCHER
10202 WEST WASHINGTON BOULEVARD
YOUNG BUILDING SUITE 3000
CULVER CITY CA 90232

FROM: 412 TW/PA
305 East Popson Avenue
Edwards AFB CA 93524-6843

SUBJECT: 412th Test Wing (412 TW) Statement of Capability (SOC) for Open World, Job
Order Number (JON) CZZMIWF00

1. The 412 TW is pleased to provide the Open World SOC for your consideration and signature. We would like to take this opportunity to convey our dedication and commitment to this program.

2. **Executive Summary.** Secretary of the Air Force (SAF), Public Affairs (PA) has requested 412 TW support for a motion picture filming project currently entitled "Open World". The 412 TW will provide support beginning the week of 12 Apr 18 to the Open World production team during set up, filming, and teardown at various Edwards AFB (EAFB) locations. The total estimated cost is \$58K.

3. **Project Scope.** The 412 TW will provide access for production crew members to Hangars 1600 and 1207, the backyard of a single family dwelling in base housing, and base housing. In addition, maintenance services support, fuels support, security support at the film and base camp location, traffic control for equipment coming on base, airfield operations support, and public affairs support will also be provided. Challenges outside the scope identified in this document must be sent to 412 TW/AFM for separate consideration and evaluation. A SOC rebaseline may be required.

(b)(6)

(b)(6)

Production Company

4. Schedule: See Table 1 below.

Table 1 - Open World Schedule

Key Event	Estimated Start Date
Initial Equipment Crew Arrives	12-Apr-18
Night Filming	19-Apr-18
Initial Equipment Crew Departs	21-Apr-18
Secondary Equipment Crew Arrives	24-Apr-18
Day Filming	25-Apr-18
Secondary Equipment Crew Departs	25-Apr-18

5. Cost: The total estimated cost of this project covering Mar and Apr 18 is \$57,669, which includes actuals of \$1,502 as of Mar 18 and estimates of \$56,167. Funds in the amount of \$10,000 have been received, leaving a balance due of \$47,669. Please see the table below for details. Funding is required in the form of a company check. Please make your check payable to "DSSN1891 CO" and mail it to 412 1W FMPR (Attn: Julie Barry), 195 East Poppen Ave., Edwards AFB, CA, 93524-1190, for the total estimated amount required to support your program and reference the 412 1W JON CZZMWF00 on the check. Please call Mrs. Julie Barry at 661-275-9192 for any funding related questions.

Table 2 - Open World Cost Estimate

Category	FY18 Total
Aircraft Operations	\$28,008
Project CTF, and Management	1,754
Infrastructure	17,006
Subtotal	\$46,806
20% Risk & Contingency	9,361
Estimated Cost	\$56,167
Actual Expenditures as of Mar 18	1,502
Total Project Estimated Cost	\$57,669
Funding Received	\$10,000
Balance Due	\$47,669

6. Assumptions and Constraints.

a. Assumptions:

(1) Warbird Productions, LLC will provide all equipment, base camp and catering necessary for film production and crew members.

(2) Warbird Productions, LLC will obtain and directly fund lodging on base for personnel (no estimate is included in the SOC for this cost).

(3) Warbird Productions, LLC may request alternate locations for possible filming due to changes in the script, but this must be coordinated in advance with the project manager (PM), as additional approval may be required.

(4) No photographs will be released to the media or commercial publications. All photographs will be sent to the production company. Once released by the production company, 412 TW Public Affairs (PA) will release as appropriate. The 412 TW understands that release of any photography or use of personal cameras on set can result in legal action by the production company against individuals violating set confidentiality.

(5) Use of the single family dwelling for filming will be provided at no cost.

b. Constraints. Warbird Productions, LLC understands that:

(1) base policies are to be enforced (speed limits, smoking, no 'sightseeing' by its personnel),

(2) the opening and closing alarms for aircraft hangar doors will not be disconnected for Open World project purposes,

(3) hangar light bulb replacement is in work currently,

(4) all equipment that transmits and receives radio frequency must be coordinated and approved for use,

(5) published airfield hours are Monday through Friday 0600-2200 with the exception of holidays. No airfield support will be provided outside of these hours or on holidays,

(6) all aircraft will be cold refueled, and

(7) a "free zone" will be established on Ramp 5 on the flightline north of Hangar 1600, south of Hangar 1634. Access in and out of the free zone from the Open World base camp will be through a coded gate adjacent to Hangar 1634. All production personnel are not to leave the designated roped off free zone. If they do, Security Forces will see this as a threat to Protection Level resources and take appropriate actions.

7. Project Risk

a. The F-16 fleet is a highly utilized asset for test and target/chase support. The fleet has a limited capacity based on multiple customer demands. Although we have estimated based on project requirements and current aircraft fleet capacity, schedule delays may result due to other existing test commitments in execution. The PM will keep you informed of any limitations that may impact the execution of your project.

b. A 20 percent risk and uncertainty factor has been added to the overall project estimate to account for unknown project schedule delays and potential costs as a result of delays.

8. Project Support.

a. Aircraft Operations.

(1) The 412th Maintenance Group (412 MXG) will provide:

- (a) logistics and facility support (to include support in Hangar 1600),
- (b) support of four static F-16s, one F-22, one F-35, one B-1, and one B-2,
- (c) assistance for transit aircraft arriving from Fresno ANG,
- (d) requested aerospace ground equipment (AGE), and
- (e) static engines with trailers.

(2) The 412th Logistics Readiness Squadron (412 LRS) will provide access to diesel required for aircraft tow vehicles. An estimate has been included in this SOC for 1,000 gallons of diesel.

(3) The 412th Operations Support Squadron (412 OSS) will support with air traffic control (ATC), airfield management and parking, flight scheduling, and flightline drivers training, as necessary, at no cost to the customer.

b. Project and Management Support. The 412 TW will provide SOC development and project management oversight.

c. Infrastructure.

(1) Public Affairs. 412 TW PA will provide photographic and operations support as needed, for project duration. Support also includes five total overtime personnel (three for project duration, not to exceed 35 hours per person; an additional two for 19-25 Apr 18 filming period only, not to exceed 15 hours per person).

(2) Safety.

(a) The 412 TW Flight Safety, Occupational Safety, and Weapons Safety offices will provide personnel as needed, to oversee project activities, for project duration.

(b) The 412 TW Security Forces Squadron (412 SFS) will provide 24-hour support while a base camp is maintained and will coordinate traffic flow when studio equipment arrives and departs EAFB. Support to process production crew, trucks, and private-owned vehicles (including production VIPs) for entry onto EAFB will also be provided. 412 SFS support will be provided at no cost to the customer.

d. **Range.** The Spectrum Management Office (SMO) will support spectrum monitoring, provide radio frequency interference/electromagnetic interference protection, and will conduct radio frequency scheduling and de-confliction to include identification of potential spectrum conflicts, mitigation of spectrum conflicts, and coordination with other SMO consumers. SMO support during normal business hours (Monday through Friday 0600-2400, excluding holidays) will be provided at no cost to the customer.

9. Standard Operating Procedures.

a. This document contains our cost estimates for the identified support and does not constitute a fixed-price agreement. The cost figures are estimates only; billings will be based on actual costs incurred. Your written concurrence documents your agreement to reimburse actual costs. Support is performed on a cost reimbursable basis. Commercial entities shall be charged for use of the MRTTB as specified in Chapter 12 of Volume 11A of DoD 7000.14-R, Financial Management Regulation.

b. Labor cost estimates in this document are based on standard rates for the workforce. Reimbursement charges will differ and be based on the assignment of personnel and their actual rank and grade.

c. Support will be provided on a priority basis, subject to slippage due to higher priority workload, availability of support resources, in-commission rates of aircraft and equipment, and weather.

d. Every effort has been made to identify and estimate for all resource requirements. Any additional labor or consumable materials utilized in this effort will be direct billed to the program.

e. Legal.

(1) Insurance.

(a) Warbird Productions, LLC, shall, at its own expense, provide and maintain during the entire performance of this SOO insurance of at least the following kinds and minimum amounts.

- Worker's Compensation Insurance.

- General Liability - \$1,000,000 per occurrence, providing coverage for bodily injury and property damage.

- Automobile Liability - \$200,000 per person and \$500,000 per occurrence for bodily injury other than passenger liability, \$200,000 multiplied by the number of seats or passengers, whichever is greater, for passenger liability bodily injury, and \$200,000 per occurrence for property damage.

(b) Before commencing work under this SOC, Warbird Productions, LLC, shall provide to the project manager (PM) a certificate of insurance showing 412 TW as an additional insured under its general and automobile liability policies. The policies evidencing required insurance shall provide notice of cancellation in accordance to policy provisions.

(2) **Permits and Responsibilities.** Warbird Productions, LLC, shall, without expense to the government be responsible for obtaining and maintaining all federal, state, and local operating authorities, permits and licenses, necessary, beyond 412 TW's current operating authorities, to perform the support and/or development contemplated by this SOC. Warbird Productions, LLC, is advised that these may include, but are not limited to: The National Environmental Policy Act (NEPA); The National Historic Preservation Act (NHPA); Endangered Species Act; Resource Conservation and Recovery Act (RCRA); Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); California Regional Water Quality Control Board, Lahontan Region; Clean Water Act (CWA); Clean Air Act (CAA); Safe Drinking Water Act (SDWA); Kern County Air Pollution Control District; South Coast Air Quality Management District; and other applicable federal, state, regional and local equivalents.

(3) **Charges.** Support is performed on a cost reimbursable basis. The actual charges are billed in accordance with current policies and accounting procedures and existing government regulations.

(4) **Property Disposition.** At the conclusion of performance as required hereunder, the commercial entity agrees to promptly issue shipping instructions, or other disposal instructions, at no cost to the government, for any residual property, including test articles, supplies, and instrumentation. Any material remaining after project completion will be shipped to commercial entity "Freight Collect" unless the PM is notified otherwise within 30 days after project completion.

(5) **Liability.**

(a) Warbird Productions, LLC, hereby agrees to indemnify and hold harmless the government, its agencies and instrumentalities against all suits, actions, claims, costs, or demands for death, personal injury, and property damage to which the government, its agencies and instrumentalities may be subject by reason of damage or injury (including death) to the property or person of anyone (i) arising or resulting from any and all operations performed under this SOC by either the government or its operating contractor, and (ii) resulting from use of the support article, equipment, or facilities by the commercial entity, its agents, employees or subcontractors in connection with the performance of this SOC. Warbird Productions, LLC, hereby waives any and all claims which, but for this waiver, it may have, or which it may hereafter acquire, against the government, arising out of the operation above described.

(b) Warbird Productions, LLC, furthermore hereby agrees to indemnify the government for any loss, damage, or destruction to any government property to include environmental damage, real or personal resulting from the manufacture, transportation, installation, or other use of the support article, equipment, or facilities by the commercial entity,

its agents, employees or subcontractors in connection with the performance of this SOC. This property liability shall be absolute and not subject to the Disputes clause of this 412 TW SOC.

(6) Termination of Agreement. DoD 3200.18, Enclosure 3, para 3.d: In accordance with DoD Component guidance, commanders or directors of activities managing MRTFB facilities and ranges are authorized to terminate, prohibit, or suspend immediately any commercial activity if the commander or director determines that the test or evaluation event is or would be detrimental to public health and safety, public or private property, or any national security interest of the United States. The commanders or directors must provide such notification along with the rationale for termination in writing to the commercial entity.

(7) Preemption of Support. The government reserves the right to preempt all support in the event of unforeseen higher priority national test requirements or a malfunction or failure of test equipment. In such event, support will be accomplished as soon as possible after completion of preemptor's activity or upon repair of equipment. The government will not be liable for any costs accruing to the commercial entity as a result of preemption and/or rescheduling.

(8) Cancellation by Warbird Productions, LLC.

(a) Unless otherwise agreed to by the parties, Warbird Productions, LLC, may terminate this SOC at any time before completion of support by the government by notifying the PM in writing to that effect. If Warbird Productions, LLC, elects to terminate this SOC, Warbird Productions, LLC, shall reimburse the government for all obligations incurred up to the date of receipt by 412 TW of its termination notice and shall also reimburse the government for all costs incurred in tearing down the facility and/or restoring the facility to the condition it was in before preparations were made to conduct these tests and for any other termination costs resulting directly from the cancellation.

(b) The rights and remedies of the government provided by this clause are in addition to any other rights and remedies provided by law or this SOC.


(9) Termination or Suspensions. The PM is authorized to terminate, prohibit, or suspend immediately all commercial activity if he certifies in writing that the activity is or would be detrimental to: (i) the public health and safety; (ii) property either public or private; or (iii) national security interests of the United States of America.

(10) Order of Precedence. The rights and obligations of the parties to this SOC shall be subject to and governed by these clauses and the other documents incorporated by reference. Any inconsistency in the SOC shall be resolved by giving precedence in the following order: (i) these clauses; (ii) other documents incorporated by reference, in this SOC/project; (iii) in this 412 TW SOC, if applicable.

(11) Disputes. Except as otherwise provided in this SOC, any dispute concerning a question of fact arising under this SOC which is not disposed of by agreement shall be decided by the PM, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the commercial entity. The decision of the PM shall be final and conclusive, within 30 days from the date of receipt of such copy, unless the commercial entity mails or otherwise furnishes

(b)(6)

{DoD}

Production Company 

to the PM a copy of his written appeal. This appeal shall be heard by 412 TW/CC. The decision of the duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Warbird Productions, LLC, shall be afforded an opportunity to be heard and to offer evidence in support of the appeal.

(12) **Dissemination of Data.** Data and correspondence related to this SOC shall be directed to the address specified by the contractor listed above. The commercial entity agrees that data obtained from testing at 412 TW is solely for the use of the commercial entity's staff and will not be used for advertising purposes. It is further understood and agreed that support provided by 412 TW in no way constitutes an Air Force endorsement of the article being supported. The Government will distribute any technical report related to this SOC to the government organization sponsoring the activity, the Defense Technical Information Center, the Air University, and AFMC, unless otherwise specified in writing by the commercial entity.

f. **Medical.** Emergency medical response service will be available. For personnel who are not TRICARE medical beneficiaries, the costs of ambulance response and transport will be recouped via standard third party payer methods. The cost of ambulance response and transport to the nearest emergency medical treatment facility is charged per hour, billing in 15-minute increments, starting from the time of the 911 notification and extending until care is turned over to the treating medical staff at the destination facility. In the unlikely event that all paramedic ambulance service crews are already engaged in other responses, Antelope Ambulance Service will be activated and staged from the base. Any recoupment of payment for workers who are not military beneficiaries would be through Antelope Ambulance Service. In the event of any mass casualty, the 412th Medical Group will respond in accordance with applicable base contingency response plans.

g. The Environmental Management Division has provided guidance and direction on current environmental laws, regulations and policies. Program personnel shall comply with the environmental requirements as noted per the Air Force Information Management Tool (IMT) 813, Request for Environmental Impact Analysis, Report Control Symbol 18-0123 dated 19 Mar 18.

h. Standard fire support will be provided for this project at no cost. Any special fire/crash stand-by or other related fire support must be coordinated with the Fire Chief's office. The program will be billed for actual number of hours used.

i. **Weather.** Routine forecasting and observing will be provided during published airfield hours.

j. Airfield/Air Traffic/Airspace/Weather cannot support 24/7 operations.

10. Points of Contact and Offices of Primary Responsibility.

(b)(6)

11. The 412 TW is committed to supplying the best support possible for the Open World project and we look forward to teaming with you in that effort. If you have any questions or concerns, please contact the PM or PA listed above.

12. This SOC forms an agreement between us for this effort. Warbird Productions, LLC, and 412 TW signatures indicate concurrence with the support and cost estimate provided. The effective date of this SOC is the date of the last signature. Please sign, date, and forward to

(b)(6)

4/9/2018

(b)(6)

4/6/2018

X

(b)(6)

(b)(6)

SOC Concurrence Open World

X

PATRY WHITCHER
Executive Producer, Warbird Productions, LLC

ATTACHMENT 4 – AF FORM 813 ENVIRONMENTAL IMPACT

REQUEST FOR ENVIRONMENTAL IMPACT ANALYSIS		Report Control Symbol RCS
INSTRUCTIONS: Section I to be completed by Proponent; Sections II and III to be completed by Environmental Planning Function. Continue on separate sheets as necessary. Reference appropriate table numbers.		
SECTION I - PROPONENT INFORMATION		
1. For Environmental Impact Analysis: a. Name of the Proponent: World Productions LLC, 10201 W. Washington Blvd, Brea, CA 92603, Brea, CA 92603 (City/State/Zip)	b. Telephone Number: 714 739-2685	c. Project Number: 10201
2. Title of Proposed Action: Request for Film "The World War Edwards AFB"		
3. PURPOSE AND NEED FOR ACTION: (Why and how is the proposed action necessary?) World Productions LLC is currently producing the film "The World War Edwards AFB" in April 2014. The film is a documentary that the Service and Bureau are providing security and protection for the production company to work on the base. The film is a documentary about the history of the base and the people who have worked there. The film is a tribute to the people who have served the country and the base. The film is a tribute to the people who have made the base what it is today.		
4. PROPOSENT APPROVAL (Name and Grade): Hydri "Hil" Jones, Supervising Location Manager		
5. SIGNATURE:		6. DATE: 20130301
SECTION II - PRELIMINARY ENVIRONMENTAL SURVEY (Check appropriate box in table below if the proposed action is likely to have a significant effect on the environment.)		
7. AIR INSTALLATION COMPATIBLE USE ZONING AND USE (Area, location, potential, etc.)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
8. AIR QUALITY (Emissions, ambient air, etc.)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
9. WATER RESOURCES (Quality, quantity, source, etc.)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
10. SAFETY AND OCCUPATIONAL HEALTH (Asbestos, lead, chemical exposure, etc.)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
11. HAZARDOUS MATERIALS WASTE (Asbestos, lead, etc.)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
12. BIOLOGICAL RESOURCES (Wildlife, etc.)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
13. CULTURAL RESOURCES (Native American, etc.)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
14. GEOLOGY AND SOILS (Topography, etc.)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
15. SOCIOECONOMIC (Employment, etc.)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
16. OTHER (Formal environmental assessment, etc.)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
SECTION III - ENVIRONMENTAL ANALYSIS DETERMINATION		
17. <input type="checkbox"/> MITIGATED ACTION (MIA) IS FOR CATEGORICAL EXCLUSION (CATEX) OR <input type="checkbox"/> PROPOSED ACTION (PAC) IS FOR A CATEX. FURTHER ENVIRONMENTAL ANALYSIS IS REQUIRED.		
18. REMARKS:		
19. SIGNATURE: _____		20. DATE: _____

AF INT 813, 19990901, V1

THE FORMS CONTAINED HEREIN ARE FORMS 813 AND 814
 AND ARE NOT TO BE USED IN OTHER AREAS OR CIRCUMSTANCES.

PAGE 501

PAGE 502

(b)(6)

Production Company 12

AF 107 813 SEP 89; CONTINUATION SHEET

MASEMI TRUCKS

[illegible]

WORK TRUCKS

1. water truck w/ trailer - 65'
 2. pump trailer w/ pump - 18'
 3. electric trailer w/ pump - 78'
 4. pump trailer w/ generator - 58'
 5. 30' trailer w/ pump - 55'
 6. trailer w/ trailer - 80'
 7. tanker w/ trailer - 53'
 8. truck w/ generator - 78'
 9. truck w/ trailer - 52'
 10. earth service truck w/ trailer - 70'
 11. pump w/ pump trailer w/ pump - 78'
 12. pump electric trailer w/ pump - 78'
 13. 16 passenger dump truck - 20' x 8' x 4'
 14. dump driver xuv 1 - 20' x 8' x 4' dump driver xuv 2 - 20' x 8' x 4' dump driver xuv 3 - 20' x 8' x 4'

The transportation department will bring approximately 100 gallons of diesel and 50 gallons of regular unleaded gasoline in their two fueler trucks.

Report was not to be brought on base.

(a) 150 g p226 pistols
 (b) 50 g p228 pistols
 (c) 15 AK-47s with machine guns
 (d) 1000 weapons
 (e) 1000 g p226 pistols
 (f) 50 g p228 pistols
 (g) 150 AK-47s with machine guns

The report and associated information for all licenses unexpired and, when not in use on camera, will be stored securely in a locked metal container under PPS track.

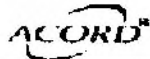
The small, covered, open-air pavilion with its long, narrow tables provides a long, light, airy, breezy place to eat and relax. Food for sale is standard in a Western European style. The menu includes, for example, pork chops and

We will bring Inter print into the base for any needed touch-ups.

Various MSDS sheets on makeup and hair products, dyes, and cleaning products are included below.

We will meet with Edwards and try to get used to the top-down view from the USAF Entertainment Liaison Office and guide by all of USAF Air Force policies and regulations on entertainment and things.

ATTACHMENT 5 -- CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Risk & Insurance Services
CA License #0437153
833 W. Fifth Street, Suite 1200
Los Angeles, CA 90071

CONTACT
NAME
PHONE
FAX
EMAIL
ADDRESS

403800-UX-XS45-17-18

INSURED
WARDRO PRODUCTIONS, LLC
10202 West Washington Boulevard
Young Building, Suite 3000
Culver City, CA 90232

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Excess & Surplus Lines Co

29696

INSURER B: N/A

N/A

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER

LOS-002385446-02

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECT DATE	POLICY EXPIRATION DATE	LIMITS
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> PERMANENT AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER				EACH OCCURRENCE DAMAGE TO OTHERS \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ COMBINED SINGLE LIMIT \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIREN AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY BODILY INJURY PARTISAN SECUTIVE OFFICIALS AND OFFICIALS (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	2017-2018	06/30/2017	06/30/2018	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Open World

Department of Defense (DoD) and Edwards Air Force Base located at 1 South Rosemead Blvd Edwards AFB 93524-1225 are included as additional insured where required by written contract.

CERTIFICATE HOLDER

U.S. Department of Defense
10880 Wilshire Blvd Suite 1240
Los Angeles, CA 90024

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(b)(6)

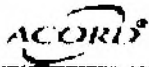
ACORD 2018 (b)(6)

The ACORD name and logo are registered marks of ACORD

© 1988-2018 ACORD CORPORATION. All rights reserved.

Production Company

AGENCY CUSTOMER ID: 403600
LOC #: Los Angeles



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED WARBIRD PRODUCTIONS, LLC 10201 West Washington Boulevard Young Building, Suite 3000 Culver City, CA 90232	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Excess Liability placement for Endurance Specialty, policy #000796 was made by Bowring Marsh (Bermuda) Limited. Marsh USA Inc. has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

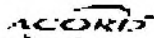
ACORD 101 (2008/01)

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

(b)(6)
(b)(6)

Production Company *R*



CERTIFICATE OF LIABILITY INSURANCE

DATE 4/3/18-LD

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AON RISK INSURANCE SERVICES WEST, INC. LOS ANGELES, CA OFFICE 707 WILSHIRE BLVD., SUITE 2600 LOS ANGELES, CA 90017-0460 USA	INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMERICAN INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
--	--

COVERAGES CERTIFICATE NUMBER REVISION NUMBERS

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	ADDL. POLY. NO.	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A.1	COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUP 20% AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> JOINT <input type="checkbox"/> LOC OTHER		HDO027870338	8/30/2017	8/30/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY \$ 0,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS-COMP/OP AGG \$ 20,000,000
A.2	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIREN AUTOS ONLY <input checked="" type="checkbox"/> PD SELF INSURED <input type="checkbox"/> SCHEDULED AUTOS AUTOMOBILE AUTOS ONLY		ISAH0005154A	8/30/2017	8/30/2018	CO-INS CO-SHARE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LOB DED RETENTION					EACH OCCURRENCE AGGREGATE
A.3	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER PARTICIPATING EMPLOY OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under "Description of Operation" below OTHER	N/A	WLRC5441446A (AOS) SCFC04414501 (WI)	8/30/2017	8/30/2018	X PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-PA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: "OPEN WORLD"

Department of Defense (DoD) and Edwards Air Force Base located at 1 South Rosamond Blvd Edwards AFB 93524-1225 are included as additional insured but only to the extent required in the contractual agreement with the named insured.

CERTIFICATE HOLDER U.S. Department of Defense 10880 Wilshire Blvd Suite 1240 Los Angeles CA 90024	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (b)(6)
--	---

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1989-2015 ACORD CORPORATION. All rights reserved.

(b)(6)

(DoD)

Production Company