

(b)(6) **OSD PA (USA)**

From: BROSHEAR, NATHAN D Lt Col USAF AFPAA AFPAA/SAFPAYL (b)(6)
Sent: Friday, November 6, 2020 6:25 PM
To: Roberts, Glen F CIV (USA)
Subject: RE: Tomorrow War Addendum
Attachments: AFTN_150-1910_Addendum-PE.pdf; USAF-Tomorrow War PAA.pdf

Importance: High

Glen,
Attached is the partially executed Addendum for "The Tomorrow War" — ready for signature. Also attached is the original fully executed PAA for this production.
Note that this filming is set to begin o/a 18 Nov.....Thanks!
V/r,
-N.

Lt Col Nathan Broshear
SAF/PAYL Director
USAF | USSF
Office: (b)(6)
Mobile: (b)(6)

From: (b)(6)
Sent: Friday, November 6, 2020 1:36 PM
To: BROSHEAR, NATHAN D Lt Col USAF AFPAA AFPAA/SAFPAYL
Subject: [Non-DoD Source] Tomorrow War Addendum

See attached - signed

(b)(6)
Producer
"NECRUS"
(b)(6)
(b)(6)

(b)(6)

OSD PA (USA)

From: BROSHEAR, NATHAN D Lt Col USAF AFPAA AFPAA/SAFPAYL
Sent: Wednesday, May 26, 2021 6:32 PM
To: BROSHEAR, NATHAN D Lt Col USAF AFPAA AFPAA/SAFPAYL
Subject: Re: Tomorrow War Trailer #2

(b)(6)

All:

If you're interested---Amazon released a new "Tomorrow War" trailer today....it's got all the latest special effects and some of the one-liners from the film...feel free to share as needed---enjoy!

V/r,

-N.

=====

Link: Making sure you saw the trailer we released today: <https://www.youtube.com/watch?v=QPistcpGB8o>

(b)(6)

OSD PA (USA)

From: BROSHEAR, NATHAN D Lt Col USAF AFPAA AFPAA/SAFPAYL (b)(6)
Sent: Tuesday, November 17, 2020 2:04 PM
To: Roberts, Glen F CIV (USA)
Subject: RE: APPROVAL: The Tomorrow War Addendum

Thank you!! Appreciated....FLL was really looking for this for permitting—so perfect timing. Thanks
-N.

Sent with BlackBerry Work
(www.blackberry.com)

From: Roberts, Glen F CIV (USA) (b)(6) @mail.mil>
Date: Tuesday, Nov 17, 2020, 8:10 AM
To: BROSHEAR, NATHAN D Lt Col USAF AFPAA AFPAA/SAFPAYL (b)(6)
Subject: APPROVAL: The Tomorrow War Addendum

Nathan-

Approved TTW addendum is attached.

V/R, Glen

Glen Roberts
Branch Chief, Entertainment Media
Office of the Assistant to the Secretary of Defense (Public Affairs)

(O) (b)(6) (M) (b)(6)
On 11/17/20, 11:06 AM, "Roberts, Glen F CIV OSD PA" (b)(6) @mail.mil> wrote:

(b)(6) **OSD PA (USA)**

From: Roberts, Glen F CIV (USA) (b)(6)@mail.mil>
Sent: Tuesday, November 17, 2020 11:09 AM
To: Broshear, Nathan D Lt Col USAF SAF-PA (USA)
Subject: APPROVAL: The Tomorrow War Addendum
Attachments: Tomorrow War Addendum.pdf

Nathan-

Approved TTW addendum is attached.

V/R, Glen

Glen Roberts
Branch Chief, Entertainment Media
Office of the Assistant to the Secretary of Defense (Public Affairs)

(O)(b)(6) (M)(b)(6)
On 11/17/20, 11:06 AM, "Roberts, Glen F CIV OSD PA" <(b)(6)@mail.mil> wrote:

**U.S. DEPARTMENT OF DEFENSE
PRODUCTION ASSISTANCE AGREEMENT
DoD-AFTN150-1910-2019**

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 **Boneyard Pictures, LLC.**, 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 "**The Tomorrow War.**" 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:

- **Access to and reasonable use of Dobbins ARB, GA for filming on or about 18 December, 2019**
 - **Access to installation pre- and post- film date(s) for equipment staging/setup and teardown**
 - **Mission allowing, access to available C-130 Hercules aircraft for filming selected scenes**
 - **Mission allowing, access to Dobbins ARB flightline, ramp space and hangar 838**
 - **Additional locations and/or assistance as authorized by the DoD Project Officer only**
 - **Ancillary Public Affairs, Security Forces, Airfield Management and Safety personnel to assist with setup and filming on/about 16-20 Dec.**

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 consequences including but not limited to 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 incidental 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 media operations ("DoD Director of Entertainment Media"). The

DoD _____
Production Company JP

requirements in DoD Instruction 5410.16 shall apply to this Agreement.

It is understood between DoD and the production company that:

1. The DoD project officer, **Capt. Travis Schirner**, travis.schirner.1@us.af.mil, **310-210-6066**, 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 Tomorrow War**. 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 the **10 Nov 2019, Yellow Draft** version of the script to the extent agreed upon by DoD. 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 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 **The Tomorrow War**. The

DoD

Production Company Jo

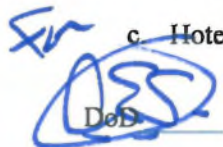
estimated amount will be detailed and included (e.g., "see Attachment 2," etc.). Unless otherwise agreed upon, the production company agrees to post advance payment or a letter of credit in the amount estimated to comprise the total additional DoD expenses or deposit such funds that may be reasonably 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, including, but not limited to fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment. Should additional costs be necessary, the DoD will make reasonable efforts to notify the production as soon as possible prior to filming. The DoD will not be liable for any delay caused by production requirements for providing advance notice
 - 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.
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.

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.

For

DoD

Production Company J0

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 cost of 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.

- a. 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, crests, 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, including but not limited to theme park rides.

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 understands and agrees to the following terms with respect to acknowledging and highlighting DoD assistance.

DoD

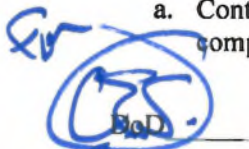
Production Company JO

- a. 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.
- b. When promoting the availability of the production on social media, DoD requests that the production company use best efforts to "tag" the applicable DoD and U.S. Air Force social media accounts. Production company may determine the timing for such posts.
- c. The DoD and U.S. Air Force may choose to promote the project via its owned and operated social media accounts. If DoD and/or U.S. Air Force decide to originate a social media post, specific details, timing and tactics will be coordinated 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.

16. The Production Company will provide a minimum of five one-sheets upon the date of the United States theatrical release of the Picture, and ten digital videodisc (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. 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 hereunder, for the sole purpose of illustrating DoD 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

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.



Production Company 30

- 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 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 U.S. law and DoD policies.

19. Following the screening review described in paragraph 12 and the associated clearances and approvals by DoD, all rights of every kind in and to all photography and sound recordings made hereunder, as applicable, shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company.

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 and other records relating to DoD assistance may be subject to disclosure pursuant to the Freedom of Information Act, 5 U.S.C. § 552.

22. This Agreement consists of 10 pages including 2 attachments: Estimated Costs and Production Support Request. Each page will be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

For CES [Signature]

Signature and Date

Jonathan Rath Hoffman
Assistant to the Secretary of Defense
for Public Affairs
1400 Defense Pentagon
Washington, DC 20301-1400

FOR BONEYARD PICTURES, LLC.

[Signature]
Signature and Date

Name: *Jun Oh*
Title: *Head of Theatrical & Internet, Business and Legal Affairs*
Address: *(b)(6)*
San Francisco, CA 94104

For [Signature]
DoD

Production Company *JO*

**ATTACHMENT 1
ESTIMATED COSTS**

Item	PURPOSE	RATE	NOTES	Est. Total
<i>Project officer 1 flight</i>	Travel	(b)(5)	Travel from BUR > ATL	(b)(5)
<i>Project officer 1 mileage</i>	Travel to/from airport	(b)(5)	Travel via own vehicle to BUR airport. GSA mileage reimbursement rate is \$0.58	(b)(5)
<i>Project officer 1 airport parking</i>	Parking at airport	(b)(5)	Driving and parking at airport estimated cheaper than Uber or hire car from residence – estimated 9 days	(b)(5)
<i>Project officer 1 per diem</i>	Reimburse expenses	(b)(5)	GSA meals & incidental expenses per diem rate for zip code 30069	(b)(5)
<i>Project officer 1 rental car expenses</i>	Travel in GA	(b)(5)	9 days	(b)(5)
<i>Project officer 1 hotel</i>	Stay in GA	(b)(5)	8 nights	(b)(5)
<i>Project officer 2 flight</i>	Travel	(b)(5)	Travel from LAX > ATL	(b)(5)
<i>Project officer 2 airport transfers</i>	Travel to/from airport	(b)(5)	Uber to/from airport	(b)(5)
<i>Project officer 2 per diem</i>	Reimburse expenses	(b)(5)	GSA meals & incidental expenses per diem rate for zip code 30069	(b)(5)
<i>Project officer 2 hotel</i>	Stay in GA	(b)(5)	8 nights	(b)(5)
<i>Base expenses</i>	As needed	(b)(5)	Projecting ~\$6000 or less in miscellaneous “additional costs” as described in Paragraph 7b above	(b)(5)
EST. GRAND TOTAL				(b)(5)

****Costs provided are only estimates, actual costs will vary****

Project officer will notify the production company of unanticipated costs not included in this table prior to billing.

Production company will book flight, hotel, and rental car for project officer. All other costs will be billed upon completion of filming.



DoD _____

Production Company 50

ATTACHMENT 2
PRODUCTION SUPPORT REQUEST

REQUEST FOR DoD PRODUCTION ASSISTANCE

Thank you for your interest in producing a program involving the U.S. Air Force. This form/questionnaire solicits information from non-government, commercial entities seeking Department of Defense production assistance for entertainment industry productions. Please complete this form with sufficient detail for DoD to determine if supporting your production is practicable and whether it meets our assistance criteria of being likely to present reasonably realistic depictions of the Military Services and DoD, contribute to public understanding of the Military Services and DoD, and/or benefit DoD recruiting and retention.

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

Submit your form to AFPLHollywood@gmail.com

PRODUCTION INFO:

Project title/Working title: Ghost Draft

Date of request: 11/01/2019

PRODUCER/PRODUCTION COMPANY POINT OF CONTACT (POC):

Name: Rob Cowan

Legal Company Name: Boneyard Pictures, LLC

Title: EP

Address: ---

City: State: ---

Zip code: ---

Country: ---

Business email: (b)(6)

Business phone number: (b)(6)

Accountable Signatory for PAA: self

WHAT TYPE OF PROGRAM IS THIS PROJECT?:

☒ Feature film ☐ Scripted television ☐ Non-scripted/reality television ☐ Documentary
☐ Other (specify) ---

IS PRODUCTION FULLY FUNDED?: ☒ Yes ☐ No

WILL THE PRODUCTION BE USED IN CONJUNCTION WITH FUNDRAISING EFFORTS? Yes ☐ No ☒

WHAT IS THE DISTRIBUTION PLAN FOR THE PRODUCTION?

(Provide name of distributor and/or network and documentation to certify distribution)

Paramount Studios

ANTICIPATED RELEASE/AIR DATE: Dec 2020

REQUESTED PRODUCTION START DATE: Dec 2019

Please allow a minimum of fourteen (14) days to process after approval is granted


DoD

Production Company J

RATINGS/ANTICIPATED VIEWSHIP: tens of millions domestic/international

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

When humanity is losing to an alien invasion, scientists develop a way to fight by drafting soldiers from the past to fight the war. The fate of humanity relies on one man's ability to confront his past.

SPECIFIC REQUEST FOR ASSISTANCE: or see attachment

Film C-130 and hangar scenes at Dobbins ARB, GA Script sent separately.

DO YOU ANTICIPATE USING A DRONE FOR FILMING? Yes ☐ No ☒

Please Note: Use of drone or unmanned camera device will require the approval of the several military offices and the FAA. As such, it may delay processing of your request and we may not be able to authorize drone use prior to your requested filming date.

NOTES (any additional information to support your request, include production website here):

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

SUBMISSION INSTRUCTIONS: Please return questionnaire to this office via e-mail shown below. Confirmation will be provided upon receipt and a project officer will be assigned within 10 business days to review and provide a status update.

AFEI.Ohollywood@gmail.com

CONTACT INFORMATION

Air Force Office of Public Affairs Entertainment Liaison

10880 Wilshire Boulevard Suite 1240

Los Angeles CA 90024-4113

Pho: (b)(6) Fax: (b)(6)

Email: afeiohollywood@gmail.com

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

This document and other records relating to DoD assistance may be subject to disclosure pursuant to the Freedom of Information Act, 5 U.S.C. § 552

Submitting this form does not constitute approval from the Department of Defense. Filming of DoD personnel, equipment or installations is not permitted until a Production Assistance Agreement is signed by the production company and the Department of Defense.

This form provides pre-decisional information and may be shared within the Department of Defense for the purpose of determining whether to support the proposed project.





**U.S. DEPARTMENT OF DEFENSE
PRODUCTION ASSISTANCE AGREEMENT
ADDENDUM to DoD-AFTN150-1910-2019**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Boneyard Pictures, LLC.**, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this addendum to be rendered in conjunction with the production of a scripted project currently entitled **"The Tomorrow War" (previously titled "Ghost Draft")**.

The **U.S. Air Force** agrees to provide:

- **Escorted access and associated on-site public affairs assistance for second-unit crew to film F-22 Raptor Demonstration Team aircraft and personnel during events surrounding the Fort Lauderdale airshow event o/a 18-23 Nov 2020 to augment previous DoD cooperation to feature film "The Tomorrow War" (previously approved as "Ghost Draft").**
- **Escorted access and ancillary Public Affairs, Security Forces, Airfield Management and Flight Safety personnel to assist in scouting, site survey and/or technical assistance related to filming of F-22 Raptor Demonstration Team in-flight and ground-based activities o/a 18-23 Nov 2020.**
- **Crew members and military personnel are required to conform to local COVID-19 protocols indicated by the Fort Lauderdale airshow and Air Combat Command.**

1. The DoD will make reasonable efforts to provide the additional assistance requested in the addendum to original request for DoD production assistance, approved by DoD on **11/01/2019**.

2. 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.

3. 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 production, exhibition, promotion, and marketing of **"The Tomorrow War"** and will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitations, television, web content, home video and theme parks) or from using clips in promotional material relative thereto. 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.

DoD _____

Production Company _____

DS
JQ

4. This agreement consists of two (2) pages. Each page shall be initialed by the undersigned DoD and production company representatives.

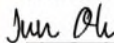
FOR THE DEPARTMENT OF DEFENSE

FOR **BONEYARD PICTURES, LLC.**

Signature and Date

Carmen Covelli-Ingwell
Acting Principal Deputy Assistant to the
Secretary of Defense for Public Affairs
1400 Defense Pentagon
Washington, DC 20301-1400

DocuSigned by:



Signature and Date

Jun Oh

Head of Theatrical & Internet, Business and Legal Affairs

(b)(6)

Santa Monica, CA 90404

DoD _____

Production Company





**U.S. DEPARTMENT OF DEFENSE
PRODUCTION ASSISTANCE AGREEMENT
ADDENDUM to DoD-AFTN150-1910-2019**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Boneyard Pictures, LLC.**, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this addendum to be rendered in conjunction with the production of a scripted project currently entitled "**The Tomorrow War**" (previously titled "**Ghost Draft**").

The U.S. Air Force agrees to provide:

- **Escorted access and associated on-site public affairs assistance for second-unit crew to film F-22 Raptor Demonstration Team aircraft and personnel during events surrounding the Fort Lauderdale airshow event o/a 18-23 Nov 2020 to augment previous DoD cooperation to feature film "The Tomorrow War" (previously approved as "Ghost Draft").**
- **Escorted access and ancillary Public Affairs, Security Forces, Airfield Management and Flight Safety personnel to assist in scouting, site survey and/or technical assistance related to filming of F-22 Raptor Demonstration Team in-flight and ground-based activities o/a 18-23 Nov 2020.**
- **Crew members and military personnel are required to conform to local COVID-19 protocols indicated by the Fort Lauderdale airshow and Air Combat Command.**

1. The DoD will make reasonable efforts to provide the additional assistance requested in the addendum to original request for DoD production assistance, approved by DoD on **11/01/2019**.

2. 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.

3. 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 production, exhibition, promotion, and marketing of "**The Tomorrow War**" and will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitations, television, web content, home video and theme parks) or from using clips in promotional material relative thereto. 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.

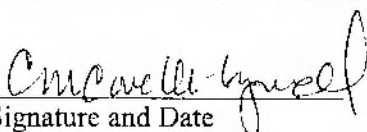
DoD 

Production Company 

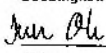
4. This agreement consists of two (2) pages. Each page shall be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

FOR **BONEYARD PICTURES, LLC.**


Signature and Date

Carmen Covelli-Ingwell
Acting Principal Deputy Assistant to the
Secretary of Defense for Public Affairs
1400 Defense Pentagon
Washington, DC 20301-1400

DocuSigned by:

Signature and Date

Jun Oh
Head of Theatrical & Internet, Business and Legal Affairs
(b)(6)
Santa Monica, CA 90404

DoD 

Production Company 



**U.S. DEPARTMENT OF DEFENSE
PRODUCTION ASSISTANCE AGREEMENT
ADDENDUM to DoD-AFTN150-1910-2019**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Boneyard Pictures, LLC.**, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this addendum to be rendered in conjunction with the production of a scripted project currently entitled "**The Tomorrow War**" (previously titled "**Ghost Draft**").

The U.S. Air Force agrees to provide:

- **Escorted access and associated on-site public affairs assistance for second-unit crew to film F-22 Raptor Demonstration Team aircraft and personnel during events surrounding the Fort Lauderdale airshow event o/a 18-23 Nov 2020 to augment previous DoD cooperation to feature film "The Tomorrow War" (previously approved as "Ghost Draft").**
- **Escorted access and ancillary Public Affairs, Security Forces, Airfield Management and Flight Safety personnel to assist in scouting, site survey and/or technical assistance related to filming of F-22 Raptor Demonstration Team in-flight and ground-based activities o/a 18-23 Nov 2020.**
- **Crew members and military personnel are required to conform to local COVID-19 protocols indicated by the Fort Lauderdale airshow and Air Combat Command.**

1. The DoD will make reasonable efforts to provide the additional assistance requested in the addendum to original request for DoD production assistance, approved by DoD on **11/01/2019**.

2. 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.

3. 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 production, exhibition, promotion, and marketing of "**The Tomorrow War**" and will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitations, television, web content, home video and theme parks) or from using clips in promotional material relative thereto. 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.

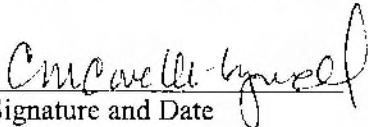
DoD 

Production Company 

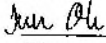
4. This agreement consists of two (2) pages. Each page shall be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

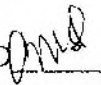
FOR **BONEYARD PICTURES, LLC.**


Signature and Date

Carmen Covelli-Ingwell
Acting Principal Deputy Assistant to the
Secretary of Defense for Public Affairs
1400 Defense Pentagon
Washington, DC 20301-1400

DocuSigned by:

Signature and Date

Jun Oh
Head of Theatrical & Internet, Business and Legal Affairs
(b)(6)
Santa Monica, CA 90404

DoD 

Production Company 



**U.S. DEPARTMENT OF DEFENSE
PRODUCTION ASSISTANCE AGREEMENT
ADDENDUM to DoD-AFTN150-1910-2019**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **Boneyard Pictures, LLC.**, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this addendum to be rendered in conjunction with the production of a scripted project currently entitled "**The Tomorrow War**" (previously titled "**Ghost Draft**").

The U.S. Air Force agrees to provide:

- **Escorted access and associated on-site public affairs assistance for second-unit crew to film F-22 Raptor Demonstration Team aircraft and personnel during events surrounding the Fort Lauderdale airshow event o/a 18-23 Nov 2020 to augment previous DoD cooperation to feature film "The Tomorrow War" (previously approved as "Ghost Draft").**
- **Escorted access and ancillary Public Affairs, Security Forces, Airfield Management and Flight Safety personnel to assist in scouting, site survey and/or technical assistance related to filming of F-22 Raptor Demonstration Team in-flight and ground-based activities o/a 18-23 Nov 2020.**
- **Crew members and military personnel are required to conform to local COVID-19 protocols indicated by the Fort Lauderdale airshow and Air Combat Command.**

1. The DoD will make reasonable efforts to provide the additional assistance requested in the addendum to original request for DoD production assistance, approved by DoD on **11/01/2019**.

2. 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.

3. 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 production, exhibition, promotion, and marketing of "**The Tomorrow War**" and will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitations, television, web content, home video and theme parks) or from using clips in promotional material relative thereto. 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.

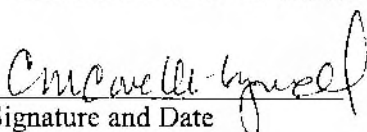
DoD 

Production Company 

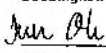
4. This agreement consists of two (2) pages. Each page shall be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

FOR **BONEYARD PICTURES, LLC.**


Signature and Date

Carmen Covelli-Ingwell
Acting Principal Deputy Assistant to the
Secretary of Defense for Public Affairs
1400 Defense Pentagon
Washington, DC 20301-1400

DocuSigned by:

Signature and Date

Jun Oh
Head of Theatrical & Internet, Business and Legal Affairs
(b)(6)
Santa Monica, CA 90404

DoD 

Production Company 