

February 9, 2016

Sheriff J.E. Guerra
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, TX 78541

Dear Sheriff Guerra:

This letter will confirm our understanding of conditions under which Langley Productions, Inc. ("LP") will produce episodes of the production entitled JAIL ("Program") with the cooperation of the Hidalgo County Sheriff's Office ("Sheriff's Office").

1. The Sheriff's Office will be fully consulted in advance of LP filming, after which The Sheriff's Office shall allow LP reasonable access to officers and situations such officer's encounter. All LP film activity will be subject to and under control of The Sheriff's Office officer in charge. LP recognizes that some officers and citizens may refuse to be filmed and that the Sheriff's Office has no obligation to compel them to do so.
2. LP hereby grants the Sheriff's Office the right to review and approve all completed segments prior to "on-lining" with final effects and sound prior to broadcast. LP agrees to provide The Sheriff's Office's Designated Officer with approval copies of each segment no less than fourteen (14) days prior to segment on-lining. In consideration of the time-sensitive nature of LP delivery requirements, the Sheriff's Office agrees to provide any notes regarding substantive segment content no less than ten (10) days prior to segment on-lining.
3. LP agrees that it shall indemnify, defend and hold harmless, The Sheriff's Office and the County of Hidalgo, its officers, agents, employees and administrators from and against any and all claims for damage and liability for injury to or death of persons; and for damage to or destruction of property occurring during and arising out of the acts or omissions of LP, its employees and/or agents with regard to LP's filming; and shall pay the reasonable cost of defending lawsuits resulting there from, including, but not limited to, reasonable attorney's fees, court costs and any judgment awarded to a third party as the result of such suit. In accordance with the foregoing, LP also agrees to indemnify, defend and hold harmless The Sheriff's Office from and against all claims related to intellectual property claims arising out LP's filming activities.

4. LP shall be the sole and exclusive owner of all rights, title, and interest in and to the Program in perpetuity in all media, now known or hereinafter known. LP may assign, transfer, or license these rights, title, and interest to any third party in their sole discretion. LP may use the whole or any part of the Program in subsequent episodes of the Program, if any, in their sole discretion.

5. The Sheriff's Office shall keep all information about the Program confidential, and shall not disclose any information about the Program, including the premise of the Program, events that occur in the Program, the nature of its participation in the Program, and the identity of any persons who appear in the Program, among other things, to any third-party (including other media) except as required by law or with Producers' prior written permission.

6. The Hidalgo County Sheriff's Office and the County of Hidalgo shall be named as insured on LP's Comprehensive General Liability Insurance Policy, which shall be written up to a minimum of \$1,000,000.00 in coverage. LP's insurance coverage shall be primary insurance with respect to The Sheriff's Office, its officers, agents, employees and administrators. Any insurance or self-insurance maintained by The Sheriff's Office, its officers, agents, employees or administrators shall be in excess of LP's insurance, and shall not contribute with it.

Morgan Langley
Executive Producer JAIL
LANGLEY PRODUCTIONS, INC

Sheriff J.E. Guerra
Hidalgo County Sheriff's Office