

HIT + RUN CREATIVE INC.
98 CUTTER MILL ROAD, SUITE 299N
GREAT NECK, NY 11021

Date: As of 6/27/17

Sheriff Robert Chody
Williamson County Sheriff
508 S. Rock Street
Georgetown, TX 78626

Attn: Sheriff Chody

Re: Williamson County Sheriff Access Agreement

Dear Sheriff Chody,

This letter agreement ("Agreement") sets forth the terms and conditions between Hit + Run Creative, Inc. ("Producer") and Williamson County Sheriff's Office and the Williamson County Sheriff (the "Department"), in connection with the filming and recording by Producer of the audiovisual production tentatively known as "UNTITLED DEVELOPMENT PROJECT" (the "Program") in and around Williamson County, Texas. In consideration of the promises and covenants set forth in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon the date set forth above and shall continue for a period of two (2) years (the "Term"). Upon the mutual agreement of the Department and Producer, the Term of this Agreement may be extended for one (1) additional one (1) year period. This Agreement may be terminated without cause by either party upon ten (10) days written notice to the other party.

2. Access.

a. The Department hereby grants and shall facilitate Producer's access to the Department generally, including, without limitation, access to the Department premises and/or locations owned and/or controlled by the Department so that Producer may film and record for the Program during the Term. Furthermore, the Department grants Producer access to Department officers, personnel, employees and agents (collectively, the "Personnel") necessary for the Program during the Term and any extension thereof. Access to the premises and to personnel are restricted to those times necessary and prearranged with the Department. Department retains the right to suspend the grant of rights to enter the premises ("suspension") at any time, without notice, where emergency, operational requirements or concerns, acts of God, natural disasters, terrorists alerts, civil disorders and/or other Department operational concerns or requirements cause a suspension. The Department shall authorize Personnel to allow video and audio recording during production in all circumstances and locations related to the Program as Producer may reasonably require to capture and document the Department and its Personnel in the context of the Program. For the avoidance of doubt, as further specified in paragraph 4 below, in no event shall any such termination or suspension limit or restrict Producer's right to continue to exploit any Footage, Program Materials and/or Department Images (as all such terms are defined below) captured prior to such termination or suspension, except as indicated in paragraph 5 a. and b. below.

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3. Producer's Obligations.

a. Producer shall be responsible for obtaining all necessary consents including the written consent of Department Personnel featured in the Program (which Department shall use good faith efforts to assist Producer in obtaining), and such consent by the Personnel is hereby expressly authorized by the Department.

b. Producer shall maintain in full force and effect insurance coverage required for performing production services on a project of this nature (including Comprehensive General Liability Insurance, Workers Compensation Insurance) in amounts acceptable to the Department (see attached Exhibit A for insurance requirements and acceptable minimum amounts). Williamson County, the Williamson County Sheriff and the Department shall be named as additional insureds solely on Producer's General Liability insurance policy and copies of an insurance certificate showing current, in-effect insurance coverage described herein shall be furnished to Department prior to commencement of any activities under this Agreement. The certificate of insurance shall further provide that it will not be cancelled or modified during the Term of this Agreement without thirty (30) days prior written notice to Department.

4. Rights.

a. Producer intends to (i) produce footage concerning the Department and its Personnel at work, and (ii) capture any and all footage of the Department, Department Personnel and Department operations to produce the Program. The Department hereby agrees and consents (subject to any restrictions and limitations of this Agreement), and shall authorize the Department Personnel to agree and consent, to the filming and recording of the Department, the Department Personnel and the Department Personnel's voices and likenesses (all of the foregoing, the "Footage") and the use of the Footage in whole or in part. The Department irrevocably grants to Producer, and shall authorize Department Personnel to grant to Producer all rights and consent or waive the same so as to permit the fullest use of the Footage or any part(s) thereof in all media, worldwide, in perpetuity subject to any restrictions of this Agreement. The Department agrees, and shall authorize the Department Personnel to agree that the Footage, the Department Personnel likeness(es), photograph(s) and biographical material about the Department and Department Personnel may be used for promotional purposes relating to the Program. For the avoidance of doubt, notwithstanding the suspension, expiration or termination of this Agreement for any reason whatsoever, Producer's rights in and to the Footage as set forth herein, and the Network's right to exploit the Footage and/or Program, shall survive the expiration, suspension or earlier termination of this Agreement.

b. The Department agrees that, as between the Department and Producer, Producer shall own all right, title and interest in and to the Program and all elements thereof and relating thereto (collectively the "Material"), and the Material will be solely created by the undersigned as a "work made for hire" for Producer for use as part of an audio/visual work within the meaning of U.S. Copyright Law, with Producer being deemed the sole author, and, at all stages of completion, the sole and exclusive owner, of the Material and of all rights of every kind or nature, whether now known or hereafter devised (including, without limitation, all copyrights and all extensions and renewals of copyrights) in and to the

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Material in perpetuity and throughout the universe and in all languages, with the right to use, exploit and advertise the Material and the Program, in any form, matter and media, whether now known or hereafter devised, without any obligation whatsoever, other than as described in this Agreement, to the undersigned or any person or entity claiming through or on behalf of the undersigned.

If, under any applicable law, the fact that the Material is a “work made for hire” is not effective to place authorship and ownership of the Material and the Program and all rights therein in Producer, or in the event that it is determined that the Material or any part thereof does not constitute a “work made for hire” for Producer within the meaning of the copyright laws of the United States, then to the fullest extent allowable and for the full term of protection otherwise accorded to the undersigned under such applicable law, the undersigned hereby assigns to Producer irrevocably, exclusively and perpetually all rights of every kind in and to the Material throughout the universe and any and all of the undersigned’s right, title and interest in the Program and any other works now or hereafter created containing the Material.

c. The Department grants Producer the right to use the Department’s proprietary intellectual property, names, trademark(s), logos or trade names as well the names and images of the Department (collectively, the “Department Images”) in and in connection with the Program, as Producer may determine in its sole discretion. For the avoidance of doubt, Producer shall have the right to use or refer to Department Images visually and/or in dialogue as Producer shall determine in its sole discretion.

d. As between the Department and Producer, the parties acknowledge and agree that any and all audio and visual recordings, the Footage, the Material and any element of the Program (all of the foregoing, the “Program Materials”) shall be the sole and exclusive property of Producer at all times. The Department hereby acknowledges and agrees that Producer is the sole owner of the Program Materials and at no time, past, present or future, shall the Department have an interest in, ownership of and/or access to the Program Materials.

5. Department Review.

a. The Department shall have the right to review a near final version of the applicable episode(s) in which the Department is featured (each, an “Episode”) of the Program to verify (i) the factual accuracy of the investigation contained in the Footage included in the applicable Episode (if any), and (ii) that the Footage is not intentionally obscene or defamatory (as defined under state and/or federal laws) to the Department, the Williamson County Sheriff or Williamson County. Producer shall arrange for Sheriff Chody or a designee (the “Representative”) to screen a copy of the applicable Episode solely for the purposes indicated herein. Due to very tight production schedules in connection with the Program and other exigencies of production, the Department agrees to return any comments to Producer within five (5) business days of Producer’s delivery to Representative of the applicable Episode (extendable to seven [7] business days with prior written notice to Producer in the event of Department operation exigency) (the “Review Period”). If Producer does not receive comments within the Review Period, the Footage in such Episode shall be deemed approved. If the Representative provides timely comments pursuant to this paragraph, Producer shall meaningfully consult with the Department and make good faith efforts to depict the investigation accurately. Notwithstanding the

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foregoing, as between Producer and the Department, Producer shall have the absolute discretion to determine the editorial content of the Program and each episode thereof including, but not limited to, tone, theme, featured events and story line.

b. Producer hereby acknowledges that the Program shall not (i) be intentionally obscene or defamatory (as defined under state and/or federal laws) to the Department, the Williamson County Sheriff or Williamson County ("Defamatory Content"), or (ii) contain any confidential, non-public investigatory, procedural and/or operational information concerning the Department which could impair the integrity of an investigation, such as the identity of a confidential informant ("Confidential Information") and upon written notification during the Review Period as set forth in paragraph 5(a) by the Representative of the inclusion of such Defamatory Content or Confidential Information, Producer shall address any such issues of which it has been made aware and delete, obscure or otherwise edit the Confidential Information or Defamatory Content, if any. If Representative does not comment on or make note of the inclusion of any Defamatory Content or Confidential Information during the Review Period, then the inclusion of all information as contained in the applicable Episode shall be deemed approved; provided however, upon notice from the Department after the Review Period of Confidential Information or Defamatory Content overlooked or not communicated to the Producer due to time constraints or other factors, solely in the event that Producer or Producer's assigns have not yet delivered the applicable materials to the Network, Producer or Producer's assigns will delete or edit such footage to delete or obscure the Confidential Information or Defamatory Content. For clarity, if the Review Period has lapsed and delivery to Network of the applicable materials has occurred, Department shall have no right to require Producer or Producer's assigns to make any additional changes or modifications to the footage and Producer and Network shall have the right to continue to exploit any Footage, Program Materials and/or Department Images as contemplated herein.

6. Exclusivity. The Department hereby confirms and agrees that during the Term of this Agreement (or any extension thereof, as applicable) and, in the event the Program is "set up" with a Network, for the length of any agreement with the Network, the Department will not (i) enter into an agreement with another media company similar to this Agreement, or (ii) become involved with or extend the same level of cooperation with another media company, in connection with and for the filming of an observational documentary program or other audiovisual work that is similar in theme, style or subject matter of the Program. Department also agrees that it has not entered into any deals for television, digital or new media projects as of the date of this Agreement that are similar in concept and/or format to the Program. Notwithstanding the foregoing, nothing contained herein shall prevent the Department from participating in other types of television programs (e.g., news programs, including local news features) that are different in theme, style or subject matter to the Program; provided, however, that the Department's participation in any such other program shall not act as a "spoiler" for the Program.

7. Representations and Warranties. The Department represents and warrants: (i) it has the right, power and authority to grant the access rights described in this Agreement and to fulfill its obligations and grant the rights hereunder (including without limitation the right to use and exploit the Footage and Program Materials as contemplated herein); (ii) there is no contract with any other person, firm, corporation or entity which will in any way interfere with the rights granted to Producer hereunder or with the performance of the Department's obligations under this Agreement; (iii) the Department has obtained the consent and approval of Williamson County through its County Judge and Commissioners

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Court (collectively, "Williamson County") to grant the rights contained in this Agreement; and (iv) there are no additional permissions necessary for the Department to be able to grant the access rights and other rights described in this Agreement.

8. Miscellaneous.

- a. Producer shall be under no obligation to actually use the Footage in any manner.
- b. The parties expressly agree that the relationship between them under this Agreement is that of two principals dealing with each other as independent entities subject to the terms and conditions of this Agreement, and that Producer is an independent journalist. At no time, past, present or future, shall the relationship of the parties be deemed, nor is it intended, to constitute an agency, partnership, joint venture, or collaboration for any reason whatsoever. Neither party shall have the right, power or authority at any time to act on behalf of, bind or represent the other party.
- c. The Department and Williamson County acknowledge and agree that Producer is expending monies in reliance of this Agreement and in the event of a breach by Producer, the damage, if any, caused thereby will not be irreparable or otherwise sufficient to entitle the Department and/or Williamson County to injunctive or other equitable relief; the Department's and/or Williamson County's remedy in such case being strictly limited to the right to recover damages, if any, in an action at law.
- d. Producer shall at all times indemnify and hold the Department, the Williamson County Sheriff and Williamson County harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable outside attorney's fees (collectively, "Claims"), arising out of any actions or omissions of Producer or its employees or agents, or arising out of any material breach of any of Producer's obligations contained herein and in connection with the development, production and/or exploitation of the Program; provided, however, that the foregoing defense and indemnification shall not apply to any Claims arising out of or resulting from: (i) any breach of any of the Department's representations, warranties or agreements herein; or (ii) malfeasance and/or gross negligence and/or other intentional tortious acts or omissions committed by the Department and/or any of the Department's respective agents, employees, guests or invitees.
- e. The Department shall not at any time issue, authorize or participate in any news story, magazine article or other publicity or information of any kind relating to the Program, or Producer or disclose any confidential information of Producer's without Producer's written consent in each instance. Notwithstanding the foregoing and for the avoidance of doubt, this paragraph shall not prevent the Department from releasing to the press and/or local news any information regarding a case that is featured in or relates to the Program. Except for disclosure by Producer to a third party broadcaster and in connection with the exploitation of the Program, the parties agree that this Agreement is confidential and that they may not disclose the contents to any third party apart from their professional advisors or as may be required by law.
- f. Producer may assign any and all rights granted under this Agreement including, without limitation, to the Network.

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g. This Agreement represents a complete and binding contract between the parties hereto, superseding any prior agreements, negotiations or understandings (written or oral) between them and may not be amended or otherwise changed except by a written instrument signed by both Producer and the Department. The rights granted herein shall inure to the benefit of Producer, its licensees, successors and assigns. This Agreement is subject to and shall be governed by and construed in accordance with the laws of the State of Texas.

If the foregoing conforms to your understanding of the Agreement, please sign in the space provided below. Upon full execution thereof, this Agreement shall be binding.

AGREED AND ACCEPTED:

HIT + RUN CREATIVE INC

By: _____

Its: _____

Date: _____

Williamson County Sheriff's Office

By: _____

Its: _____
An authorized signatory

Date: _____

Williamson County

By: _____

Its: _____
An authorized signatory

Date: _____

EXHIBIT A

INSURANCE REQUIREMENTS

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Producer shall provide and maintain the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M Best Company, or otherwise acceptable to Department, and name Department, the Williamson County Sheriff and Williamson County as additional insureds. The policies shall provide that they may not be cancelled or altered without at least thirty (30) days' prior written notice to The County.

Type of Coverage

Limits of Liability

Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following minimum amounts:

| COVERAGE | Per Person | Per Occurrence |
|---------------------------------|-------------------|-----------------------|
| Comprehensive General Liability | \$1,000,000 | \$1,000,000 |

Aggregate policy limits: \$2,000,000