



November 20, 2017

Williamson County Sheriff's Office
508 S. Rock St.
Georgetown, TX 78626
Attn: Sheriff Robert Chody

Re: "Live PD" – Access Agreement

Ladies/Gentlemen:

This letter will confirm the agreement ("Agreement"), dated and with effect from January 16, 2018 (the "Effective Date"), between Williamson County, Texas ("County"), Williamson County Sheriff's Office ("WCSO") and Big Fish Entertainment LLC ("Producer") with respect to Producer's television series currently entitled "Live PD" as more fully described in Exhibit A attached hereto (the "Series"):

1. Term and Termination. The term of this Agreement ("Term") is the period commencing on the Effective Date and continuing through and including, July 16, 2018 (the "Initial Term"). The parties shall have the right to extend the Term until, January 16, 2019 by mutual written agreement. If any television network for which Producer is producing the Series (the "Network") desires additional options to order more Series episodes for production requiring access beyond the Initial Term, Producer, County and WCSO shall negotiate in good faith to extend the Term as required by the Network (for purposes of this Agreement any extension hereunder may collectively be referred to as the "Extended Term"). The WCSO may immediately terminate this Agreement, with or without cause, upon thirty days (30) written notice to Producer.
2. Access. During the Initial Term and any Extended Term WCSO grants to Producer and its production personnel permission to enter upon and film at WCSO's offices, facilities and vehicles utilized by and/or in connection with WCSO (including, but not limited to, stations or precincts (or the equivalent), jail facilities, offices, patrol cars or other vehicles) (collectively, "WCSO Property") in addition to permission to accompany WCSO officers or other personnel (collectively "WCSO Personnel") during the course of their duties or otherwise (subject to the advance limitation and/or restrictions imposed by WCSO as necessary for the safety and security of the WCSO Personnel, WCSO Property and/or any other persons or property) for the purpose of filming, videotaping, photographing and otherwise recording the WCSO Personnel and the situations they encounter and/or become involved in, and all or any part of the exterior and interior and contents of WCSO Property, including names, signs and identifying insignia of WCSO in connection with production of the Series, related series, or derivative work and the marketing, promotion and publicity thereof. WCSO reserves the right to restrict access to some areas of WCSO Property or require Producer to be accompanied by WCSO Personnel in certain designated areas. Producer shall have the right to make such use of WCSO Property as may reasonably be required, including, without limitation, the right to place all necessary personnel, facilities, vehicles and equipment on WCSO Property, and Producer agrees to remove same after completion of work and leave WCSO Property in substantially the same condition as when Producer entered upon WCSO Property, reasonable wear and tear excepted. WCSO further agrees that Producer shall be entitled to return to WCSO Property thereafter at a mutually acceptable date and time, if and as required for still photography or other activity required in connection with the production, promotion or other exploitation of the Series.
3. Agreement. County and WCSO licenses to Producer and its successors, subsidiaries, licensees and assigns, the right to photograph, record, reproduce and otherwise film WCSO Personnel and WCSO Property and all WCSO

Personnel and WCSO Property names, voice, likeness, images, trademarks, service marks, tradenames, logos, copyrighted material and/or other materials to which Producer is afforded access hereunder in and in connection with the development, production, exhibition, exploitation, and promotion of the Series, related series or derivative work (e.g., *Police Patrol*), and the marketing, promotion, and publicity thereof and/or otherwise, in all forms of media, now known or hereinafter invented, throughout the world an unlimited number of times in perpetuity. WCSO Personnel and WCSO Property shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of the WCSO Personnel and WCSO Property that would be defamatory to County, WCSO Personnel and WCSO Property; provided that the foregoing shall not apply to statements made by third parties (e.g., statements by suspects and/or anyone else who may come in contact with the WCSO Personnel or WCSO Property). In the event Producer should use WCSO Personnel and WCSO Property for such purposes (subject to the aforementioned exception for third party statements), such use shall be deemed a material breach of this Agreement and County may immediately terminate this Agreement and avail itself of any remedies allowed at law or in equity.

4. Exclusivity. Until the expiration of the one (1) year period commencing upon the end of the Initial Term or Extended Term: (a) the rights of access and license granted by WCSO pursuant to paragraphs 2 and 3 above, respectively, shall be exclusive to Producer with respect to "Live" or "Almost Live" long-form programming produced for exhibition by means of television, the Internet and/or any other audio-visual media (whether now known or hereafter invented), excluding news programming and programming covering the activities of WCSO produced for exhibition on WCSO's website (collectively, "Permitted Programming"); and (b) WCSO shall not authorize anyone (other than Producer) to develop and/or produce programming of a similar format or concept that depicts the activities of WCSO in any audio-visual media, except for Permitted Programming.
5. Safety / Security Review and Consultation Rights. Producer will provide WCSO with twenty-four (24) hours to review and comment on any pre-recorded segments of the Series featuring WCSO Property or WCSO Personnel for the purpose of identifying any safety or security risks by WCSO (e.g. recognition of a confidential informant, undercover officer, etc). If no comments are received by Producer following such twenty-four (24) hour period, the segments will be deemed reviewed by WCSO. Producer shall provide a WCSO representative (the "Representative") with the right to be in the local control room for the Series or on the ground with Producer's crew during Producer's filming with the WCSO to review material being captured and distributed in connection with the Series. In both instances, WCSO shall have the right to review the content for factual accuracy, security and/or safety concerns, and WCSO classified information, provided that it is understood that Producer and Network shall make the final decision regarding the creative content of the Series and each episode thereof (including without limitation themes, featured events, story line, timeline, sequence of events, etc.).
6. Ownership. All film, videotape, still photographs and other visual and/or audio recordings or representations (e.g., studios sets or designs) of WCSO Property or WCSO Personnel created by or with the authorization of Producer are collectively referred to herein as the "Material". Producer shall be the sole and exclusive owner of the Material with the right for the full period of copyright, including all extensions and renewals thereof, and thereafter in perpetuity, throughout the universe, to use and re-use, an unlimited number of times, all or any part of the Material for the purpose of making and producing television programs and other works, and advertising, publicizing and exploiting the same, by all means and in all media, whether now known or hereafter devised, and to authorize others so to do. Except as may otherwise be set out herein, neither WCSO, nor any employee of WCSO, nor any other party now or hereafter having an interest in WCSO Property or Personnel, shall have any right of action against Producer or any other party arising out of any use of said Material. Neither the expiration of this Agreement in its normal course nor its sooner termination for any reason shall affect the ownership by Producer of the Material. Producer may not commercially exploit the Materials for any purpose other than as provided for herein, without WCSO's prior written approval. Notwithstanding anything to the contrary contained herein, Producer agrees that all raw (e.g., unaired) footage of the Material ("Raw Footage") shall be destroyed by Producer no later than thirty (30) days after the Raw Footage is captured, except to the extent Producer required to retain the Raw Footage pursuant to a valid court order or other state or federal laws.

7. Credit. WCSO acknowledges that any credits or other identification of WCSO that Producer may furnish in connection with the Series or otherwise shall be at Producer's sole discretion. Notwithstanding the foregoing, Producer agrees to accord WCSO an on-screen credit in substantially the form "Special Thanks to Williamson County Sheriff's Office" in accordance with the Network's then-current credit policies, for all Series episodes in which WCSO personnel and activities are depicted. Producer shall determine the size, position, manner of presentation and all other matters with respect to such credit in its sole discretion. No casual or inadvertent failure by Producer, nor any failure by any third party, to accord such credit shall be deemed a breach of this Agreement by Producer.
8. No Obligation to Proceed. WCSO acknowledges and agrees that Producer is not obligated to actually use WCSO Property or produce the Series or include the Material in the episode of the Series for which it was prepared or otherwise exercise any or all of Producer's rights hereunder.
9. No partnership. It is expressly understood and agreed that the parties do not by this Agreement intend to form an employment relationship or agency relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, agency relationship, partnership or joint venture. Producer shall have the exclusive right to control the details of its operations and activities and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees and representatives. WCSO and WCSO Personnel shall at all times continue to independently conduct their operations and activities as they customarily operate, without regard to any other creative or logistical demands placed upon them by, or as a result of, the filming and production of the Series.
10. Insurance. Producer shall carry the following insurance coverage with a company that is licensed to do business in Texas:
- 10.1.1. Commercial General Liability
 - a. Combined limit of not less than \$2,000,000 per occurrence; \$4million aggregate or
 - b. Combined limit of not less than \$1,000,000 per occurrence; \$2,000,000 aggregate and Umbrella Coverage in the amount of \$4,000,000. Umbrella policy shall contain a follow-form provision and shall include coverage for personal and advertising injury.
 - c. Defense costs shall be outside the limits of liability.
 - 10.1.2. Automobile Liability Insurance covering any vehicle used by Producer under this Agreement, including owned, non-owned, or hired vehicles, with a combined limit of not less than \$1,000,000 per occurrence.
 - 10.1.3. Statutory Workers' Compensation and Employers' Liability Insurance requirements per the amount required by statute.
- 10.2. General Insurance Requirements:
- 10.2.1. All applicable policies shall name "Williamson County, Texas" as an additional insured thereon, as its interests may appear. The term "Williamson County, Texas" shall include its employees, officers, officials, agents, and volunteers.
 - 10.2.2. A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage shall be provided to the County. Ten (10) days' notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the Williamson County Judge, 710 Main Street, Suite 101, Georgetown, Texas 78626.
 - 10.2.3. Certificates of Insurance evidencing that the Producer has obtained all required insurance shall be delivered to and approved by the Williamson County Sheriff prior to execution of this Agreement.

10.2.4. Any deductible will be the sole responsibility of the Producer and may not exceed \$50,000 without the written approval of the County. Coverage shall be claims-made, with a retroactive or prior acts date that is on or before the effective date of this Agreement. Coverage shall be maintained for the duration of the contractual agreement and for one (1) year following completion or termination of this Agreement.

11. Indemnification and Assumption of Risk.

11.1. PRODUCER HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY OF ANY KIND, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF PRODUCER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, PRODUCERS OR INVITEES, REGARDLESS OF THE CAUSE.

DURING THE INITIAL TERM OR ANY EXTENDED TERM OF THIS AGREEMENT, PRODUCER COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, WCSO, THEIR OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS OR LAWSUITS FOR EITHER PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF PRODUCER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, PRODUCERS OR INVITEES, REGARDLESS OF THE CAUSE.

11.2. Producer, in using the WCSO Property and other equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. County shall not be liable for any damages to property or damages arising from personal injuries sustained by Producer or any of its agents, contractors, employees, patrons, Producers, invitees, performers or guests, while in, on or about the WCSO Property, including buildings, parking area walkways of the WCSO Property or that occur during activities conducted under this Agreement. Producer assumes full responsibility for any property damage or injury which may occur to Producer, its agents, contractors, employees, patrons, Producers, invitees, performers or guests which occur in, on or about the WCSO Property or that occur during activities conducted under this Agreement.

11.3. Producer acknowledges that County lacks legal authority to grant permission for the use of the names or likenesses of third-party individuals (i.e., non-county employees and/or contractors) who might appear in the Producer's Series. Producer shall be solely and exclusively responsible and liable with respect to obtaining any filming and photography releases required with respect to such third-party persons and third-party property. PRODUCER AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY THIRD-PARTY CLAIMS RELATING TO THE UNAUTHORIZED USE, FILMING, TAPING, RECORDING, OR PHOTOGRAPHING OF ANY INDIVIDUAL OR THIRD-PARTY PROPERTY.

11.4. IT IS FURTHER AGREED THAT PRODUCER SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS COUNTY FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, DAMAGES, ACTIONS, OR EXPENSES OF EVERY TYPE AND DESCRIPTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE OUTSIDE ATTORNEY'S FEES, TO WHICH COUNTY MAY BE SUBJECTED ARISING OUT OF OR RELATED TO PRODUCER'S USE OF ANY THIRD-PARTY INTELLECTUAL PROPERTY BY REASON OF AN ALLEGED OR ACTUAL INTELLECTUAL PROPERTY VIOLATION. COUNTY EXPRESSLY ASSUMES NO OBLIGATION TO REVIEW OR OBTAIN APPROPRIATE LICENSING, AND ALL SUCH LICENSING SHALL BE THE EXCLUSIVE OBLIGATION OF PRODUCER.

12. Governing Law and Venue. This Agreement and any claim or dispute relating in any way to the activities under this Agreement, shall be governed by and construed in accordance with the substantive laws of the State of Texas, without regard to the conflict of law provisions thereof. Venue for any action or suit arising under or relative to this Agreement or brought to interpret or enforce this Agreement shall lie exclusively in the appropriate state or

federal court situated in Williamson County, Texas and the parties submit to the in personam jurisdiction thereof and waive any objections they may have as to jurisdiction or venue in any such courts.

13. Compliance with Laws, Ordinances, Rules and Regulations. Producer covenants and agrees that it shall not engage in any unlawful activities or unlawful use of the WCSO Property. Producer further agrees that it shall not permit its officers, agents, servants, employees, contractors, subcontractors, patrons, producers or invitees to engage in any unlawful conduct or use of the WCSO Property. Unlawful activities or unlawful use of the WCSO Property by Producer itself shall constitute a breach, and this Agreement shall immediately terminate.

Producer agrees to comply with all federal, state and local laws; all ordinances, rules and regulations of County and WCSO; and all rules and regulations adopted by the County and WCSO pertaining to the WCSO Property and WCSO Personnel of which WCSO and/or County shall make Producer aware of in advance. If County or WCSO notifies Producer or any of its officers, agents, employees, contractors, subcontractors, Producers or invitees of any violation of such laws, ordinances, rules or regulations, Producer shall immediately desist from and correct the violation. In the event Producer fails to do so, County or WCSO may immediately terminate this Agreement.

14. Notice. Any notices or communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed delivered by one party to another party when personally delivered to them or placed in a depository under the control of the United States Postal Service and mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to:

If to WCSO:

Williamson County Sheriff's Office
508 S. Rock St.
Georgetown, TX 78626
Attn: Sheriff Robert Chody

With a courtesy copy to:

Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

If to Producer:

Big Fish Entertainment, LLC
Attention: Daniel Cesareo
1411 Broadway, 16th Floor
New York, NY 10018

With a courtesy copy to:

Del Shaw Moonves Tanaka Finkelstein & Lezcano
2029 Century Park East, Suite 1750
Los Angeles, CA 90067
Attn: Ethan J. Cohan, Esq. and Todd J. Weinstein, Esq.

15. Miscellaneous. Each of the individuals signing this Agreement below represents that such individual is empowered to execute this Agreement on behalf of the party for which such individual is acting. Producer may assign its rights under this Agreement in whole or in part to any person, firm, or corporation related to the production, distribution or exploitation of the Series. WCSO shall not be permitted to assign or delegate any of

rights or obligations under this Agreement. Except if required by law, WCSO shall at all times keep the terms of this Agreement confidential. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Any executed counterpart sent by facsimile or transmitted electronically in Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. In the event that any provision hereof shall be deemed invalid or unenforceable due to any law, said provision shall be modified to the minimum extent necessary to effect compliance with such law, and in any event such invalidity or unenforceability shall have no effect upon the remaining terms and condition hereof. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein, supersedes and replaces all prior understandings and agreements concerning such subject matter, whether written or oral, and cannot be modified except in writing signed by the parties.

If the foregoing complies with your understanding of our agreement, please so signify by countersigning this letter where indicated below.

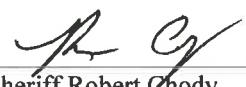
Very truly yours,

BIG FISH ENTERTAINMENT LLC

By: 
Daniel Cesareo, its Managing Member

ACKNOWLEDGED AND AGREED:

WILLIAMSON COUNTY SHERIFF'S OFFICE

By: 
Sheriff Robert Chody,
Williamson County Sheriff

Date: 1-18, 2018

WILLIAMSON COUNTY, TEXAS

By: 
Dan A. Gattis,
Williamson County Judge

Date: January 18, 2018

Exhibit A

Series Concept

Big Fish Entertainment LLC ("Producer") proposes an "Almost Live" multi-part series that embeds in several cities across the country following several officers in each location for the duration of the series. It's an unprecedented "Almost Live" look at law enforcement in America as never before seen on television. "The appearance of" no editing, and the feeling as if content is coming straight from the street to living rooms across America. We'll embed in several cities across the country following several officers in each city across the 8-12 week run.

In Williamson County, Texas, we propose embedding with Williamson County Sheriff's Office ("WCSO") on "Ride Alongs" to capture the "real-time" perspective and diversity within the department and the County of Williamson. The story will be told through the "Almost Live" experiences on patrol. In Addition to the "Almost Live" content, episodes will feature pre-taped packages that will further showcase the officers, the work, the locations and the departments.

Almost Live

The cell phone has turned every bystander into a citizen journalist. The Internet is littered with hundreds of thousands of dashboard cams. Many Police Departments across the country in an effort to encourage transparency and communication have instituted "live tweeting" from patrol units to the community. "Live PD" will be an extension of this close to real-time communications and outreach effort. Each week we will broadcast "almost live" from patrol.

While the concept as a television series is new, several members of the Big Fish production team have worked on various law enforcement, emergency services and military focused programs and we are intimately familiar with the legal and ethical concerns and will work closely to ensure all guidelines are met.

Safety and Legal Precautions

The "Almost Live" aspect will be on a 10-25 minute time delay. This delay will allow us to eliminate or blur sensitive material and address any legal concerns prior to broadcast. A WCSO department representative will have access to the broadcast control room on location to ensure the standards of content and safety protocols on behalf of the officers, the department, and the County.

Network

A&E, home to "First 48" and "Scared Straight, is currently the broadcast partner for the project.

Timeline

Producer proposes to begin production in January 16, 2018. The embed commitment is for 8-12 weeks. "Almost Live" filming will be a commitment of 2-3 hours a week with a commitment of 1-2 additional shifts outside of the "almost live" taping.

Film Crews

Each crew will generally consist of two-three members: one camera operator, one audio person and one producer (only when necessary). The crew will have extensive experience working with Police and be

certified in field and safety procedures in the field. As always they will follow the direction of their assigned law enforcement. Safety of the officers and film crew are paramount. At no time will safety be secondary to filming. Officers will control environment at all times and be able to stop filming at their discretion.

Access to Locations

The primary locations for the series shall include public streets, WCSO headquarters, WCSO precincts, WCSO locker-rooms, local jails, detective and similar offices and patrol cars. Producer will be responsible for obtaining permission to shoot on any private property.

Access to the Williamson County Sheriff's Office

Producer requires access to one small area within the WCSO facilities to stage its operations, re-charge batteries, and undertake other production-related activities. Producer will be responsible for security of its equipment. Producer will need parking for two vehicles at the police station or at a parking lot adjacent to the WCSO facilities.

Access to Key Characters

The proposed main characters in the series would include 3 to 5 key officers involved in the WCSO. Coverage of officers would be simultaneous at times, but may also rotate periodically. The privacy of all officers will be respected and strictly enforced.

Activities

Producer filming may include, without limitation, any and/or all of the following activities:

- Investigations
- Operations
- Day-to-day police station meetings, shift changes, etc.
- Officers preparing for their shifts
- Any assignment process
- Day time patrol car ride along
- Night time patrol ride along
- Regular Interviews with key officers of the police station
- Activity at the police station
- Jail operations when appropriate, and as allowed by the individual county who operates the jail.

All access will be controlled by the WCSO's Public Information Officer as well as the specific officers involved. Producer will provide a liaison with the WCSO to maintain communication and updates at all times concerning the activities and whereabouts of the production crew. Producer will work with WCSO members to develop strict protocols in regards to the parameters of filming. The Series will not reveal any confidential investigative tactics that WCSO instructs Producer not to release as public information.