

BRIGHT ROAD PRODUCTIONS, INC.
6060 Center Drive, Suite 400
Los Angeles, CA 90045

As of 9-13, 2016

Fresno County Sheriff's Office
c/o Tony Botti
2200 Fresno Street.
Fresno, CA 93721
Ph: (559) 600-8137
Attn: Sheriff Margaret Mims

Re: "SUSPICIOUS CASES"

Dear Sheriff Margaret Mims,

This letter agreement ("Agreement") sets forth the terms and conditions between Bright Road Productions, Inc. ("Producer") and the Fresno County Sheriff's Office (the "Sheriff's Office" or "FCSO") (together the "Parties", individually a "Party"), in connection with the filming and recording by Producer of the television pilot ("Pilot") and/or series currently entitled "Suspicious Cases" (the "Series") in and around Fresno County, California. The Series is intended for initial exploitation on one of A&E Television Network's Programming Services (the "Network"). 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 this Agreement is executed by both Parties and shall terminate upon mutual written consent of the Parties, but no later than five (5) years from the date of execution.
2. **Access.** The Sheriff's Office hereby grants and shall facilitate Producer's access to the Sheriff's Office generally, including, without limitation, access to the Sheriff's Office premises and/or locations owned and/or controlled by the Sheriff's Office, including the Sheriff's Office's Crime Lab Coroner's Bureau so that Producer may film and record for the Series during the Term. Furthermore, the Sheriff's Office grants Producer access to Sheriff's Office officers, personnel, employees, and agents (collectively, the "Personnel") necessary for the Series during the Term and any extension thereof. The Sheriff's Office shall authorize Personnel to allow video and audio recording during production in all circumstances and locations related to the Series, except for circumstances involving communications and/or documents that must remain confidential pursuant to applicable law, as Producer may reasonably require to capture and document the Sheriff's Office and its Personnel in the context of the Series. For the Sheriff's Office's security purposes, Producer shall provide the Sheriff's Office with identifying information regarding each member of the field production crew as requested by the Sheriff's Office.
3. **Producer's Obligations.**
 - a. Producer acknowledges and agrees that in order to protect the integrity of the Sheriff's Office's work, maintain the safety of officers and the public (inclusive of Producer's personnel), Producer shall comply with all instructions and restrictions as directed by the Sheriff's Office for purposes of the foregoing, in the Sheriff's Office's sole discretion, at any and all filming locations. Any filming by Producer and the work of Producer's personnel shall not interfere in any manner with the execution and performance of the Sheriff's Office's and Personnel's duties.

b. Producer acknowledges and agrees that it may not, during the course of filming put the Sheriff's Office to any expense it would not otherwise ordinarily incur and any filming in connection herewith shall be done at no cost to the Sheriff's Office.

c. Producer shall be responsible for obtaining all necessary consents including the written consent of Sheriff's Office Personnel featured in the Series, and such consent by the Personnel is hereby expressly authorized by the Sheriff's Office.

4. Rights.

a. Producer intends to (i) produce footage concerning the Sheriff's Office and its Personnel at work, and (ii) capture any and all footage of the Sheriff's Office, Sheriff's Office Personnel and Sheriff's Office operations, subject to the terms of this Agreement, to produce the Series. The Sheriff's Office hereby agrees and consents, and shall authorize the Sheriff's Office Personnel to agree and consent, to the filming and recording of the Sheriff's Office, the Sheriff's Office Personnel and the Sheriff's Office Personnel's voices and likenesses (all of the foregoing, the "Footage") and the use of the Footage in whole or in part. Notwithstanding the foregoing, the Sheriff's Office shall use reasonable efforts to assist Producer in obtaining any such permissions from the Sheriff's Office Personnel, but the Sheriff's Office is under no obligation to compel Sheriff's Office Personnel to participate in the filming and/or consent to appear in the Footage and/or Series. The Sheriff's Office irrevocably grants to Producer, and shall authorize Sheriff's Office 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. The Sheriff's Office agrees, and shall authorize the Sheriff's Office Personnel to agree that the Footage, the Sheriff's Office Personnel likeness(es), photograph(s) and biographical material about the Sheriff's Office and Sheriff's Office Personnel may be used for promotional purposes relating to the Series. Notwithstanding the foregoing, the Sheriff's Office shall use reasonable efforts to assist Producer in obtaining any such permissions from the Sheriff's Office Personnel, but the Sheriff's Office is under no obligation to compel Sheriff's Office Personnel to consent to the use of their likenesses, photographs and biographical material for promotional purposes relating to the Series. Notwithstanding the expiration or termination of this Agreement for any reason whatsoever, Producer's rights in and to the Footage as set forth herein, and Network's right to exploit the Footage and/or Series, shall survive the expiration or earlier termination of this Agreement.

b. The Sheriff's Office agrees that, as between the Sheriff's Office and Producer, Producer shall own all right, title and interest in and to the Series 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 Material in perpetuity and throughout the universe and in all languages, with the right to use, exploit and advertise the Material and the Series, 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 Series 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 Series and any other works now or hereafter created containing the Material.

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

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

5. Sheriff's Office Review.

a. Producer shall provide the FCSO, through Sheriff Margaret Mims or a designee (respectively, the "Representative" and/or the "Designee"), with a viewing of an internal cut ("Internal Cut") of each episode of the Series to allow FCSO meaningful consultation on key creative matters, provided however, that Producer's decision shall control. Such Designee's name and contact information (e.g. email address) shall be provided to Producer within two (2) days of Producer's written request of the Designee's contact information. Producer acknowledges that FCSO has provided the following names as Designees: Undersheriff Steve Wilkins, Lt. Mark Padilla and PIO Tony Botti. Producer shall use reasonable efforts to accommodate all reasonable requests from FCSO in connection with FCSO's foregoing consultation right, provided however, that any failure to accommodate such request shall not be deemed a breach of this Agreement. FCSO will also review the Internal Cut to confirm: (1) the usage and depiction of Sheriff's Office Images is in accordance with this Agreement and Sheriff's Office policies and procedures; (2) the Internal Cut (and ultimately the Footage) contains no images depicting extremely unsafe and/or dangerous situations that portray material security breaches; and (3) the Series contains no factual inaccuracies with respect specifically and solely to FCSO. If the Internal Cut contains any individuals that FCSO has advised Producer in writing are confidential informants ("Confidential Informants"), the Representative and/or the Designee shall promptly notify Producer and Producer shall either distort the image and disguise the voice of any such Confidential Informant so that they are unrecognizable or remove such Confidential Informant's image from the Internal Cut. It is acknowledged that time is of the essence during the post-production period, so FCSO will endeavor to provide comments, if any, in writing to Producer about the Internal Cut within three (3) business days, excluding holidays, of receipt of the Internal Cut (the "Internal Review Period"). Producer will give FCSO ample notice as to when the Internal Cut will arrive for review.

b. Producer shall provide the FCSO, through the Representative and/or the Designee, with a viewing of a roughly edited but essentially final version of each episode of the Series at a stage in editing when changes can be accommodated ("Fine Cut"), to allow FCSO to confirm: (1) the usage and depiction of Sheriff's Office Images is in accordance with this Agreement and Sheriff's Office policies and procedures; (2) the Fine Cut (and ultimately the Footage) contains no images depicting extremely unsafe and/or dangerous situations that portray material security breaches; (3) the Fine Cut (and ultimately the Footage) contains no images or events that are subject to a non-public ongoing investigation; (4) the Fine Cut contains no factual inaccuracies with respect specifically and solely to FCSO; (5) the Fine Cut contains no images or Footage that depicts any individual violating any County, State, or Federal law other than through recreations (e.g. a staged scene recreating a crime); (6) the Series contains no Footage of any County or FCSO staff or

employees who objected to being filmed and/or Producer has not obtained the proper consent from; and (7) the Fine Cut contains no communications and/or documents that must remain confidential pursuant to applicable law. If the Fine Cut contains any individuals that FCSO has advised Producer in writing are Confidential Informants, the Representative and/or the Designee shall promptly notify Producer and Producer shall either distort the image and disguise the voice of any such Confidential Informant so that they are unrecognizable or remove such Confidential Informant's image from the Fine Cut.

c. Producer shall make conforming changes, as FCSO requires pursuant to the rights granted in subparagraph 5(b), above, so that FCSO can approve the Fine Cut. In the event of a disagreement, FCSO's decision(s) is binding and final with respect to those areas listed in subparagraph 5(b); provided however, and for the avoidance of doubt, nothing herein shall be deemed to grant FCSO editorial control over any matters or portions of the Series or otherwise, which are subject to interpretation or debate, disputed, or are matters of opinion. It is acknowledged that time is of the essence during the post-production period, so FCSO will endeavor to provide comments, if any, in writing to Producer about the Fine Cut within three (3) business days, excluding holidays, of receipt of the Fine Cut (the "Fine Review Period"). Producer will give FCSO ample notice as to when the Fine Cut will arrive for review.

d. Producer shall permit FCSO, through the Representative and/or the Designee, to view the locked and final version of each episode ("Final Cut") of the Series to ensure that there have been no subsequent material changes in the usage and depiction of Sheriff's Office Images; prohibited material factual inaccuracies; or any inadvertent disclosure of information which is restricted from disclosure by law or is law enforcement sensitive. The Final Cut will include all final editing, including any captions, blurring of images and/or any voice-overs. It is acknowledged that time is of the essence during the post-production period, so FCSO will endeavor to provide comments, if any, in writing to Producer about the Final Cut within two (2) business days, excluding holidays, of receipt of the Final Cut. Producer will give FCSO ample notice as to when the Final Cut will arrive for review.

e. Producer hereby acknowledges that the Footage and/or Series shall not contain any confidential, non-public investigatory, security, safety, procedural, and/or operational information concerning the Sheriff's Office which could affect FCSO security, FCSO safety, or impair the integrity of an investigation, (including, but not limited to the identity of a Confidential Informant or any confidential communications and/or documents that must remain confidential pursuant to applicable law ("Confidential Information")) and upon written notification during the Internal and Fine Review Period as set forth in paragraphs 5(a) and (c) by the Representative and/or the Designee of the inclusion of such Confidential Information, Producer shall make good faith efforts to address any such issues. If Producer does not receive such notification during the Review Period, the inclusion of Confidential Information, shall be deemed approved.

f. FCSO reserves the right, and Producer agrees to allow FCSO the right to review and have access to any Footage, whether utilized or not by Producer in the Series, in order for FCSO to comply with its duties as a law enforcement agency, and/or if any reported security, safety, criminal, civil, and/or investigative matters that may be captured by the Footage. FCSO acknowledges and agrees that Producer's obligation to store such Footage is for a period of one (1) year from the date that principal photography wraps on the Series for that applicable cycle.

6. Exclusivity. The Sheriff's Office hereby confirms that during the Term of this Agreement, the Sheriff's Office will not, prior to the first transmission of the initial Episode of the Series featuring the Sheriff's Office, (i) enter into an agreement with another media company similar to this Agreement, or (ii) extend the same level of cooperation with another media company, in connection with and for the filming of an observational documentary program or series that is similar in theme, style or subject matter of the Series that may be broadcast on television. For the

sake of clarity, nothing contained herein shall prohibit the Sheriff's Office from participating in any other types of television program (e.g., news programs, including local news features) that are not similar in theme, style or subject matter as the Series, or participate in any program that would not act as a "spoiler" for the Series.

7. Representations and Warranties. The Parties each represent and warrant (i) it has the right, power and authority to enter into this Agreement and to fulfill its obligations and grant the rights hereunder; (ii) there is no contract with any other person, firm, corporation or entity which will in any way interfere with the rights granted to the other Party hereunder or with the performance of a Party's obligations under this Agreement; and (iii) there are no additional permissions necessary for a Party to be able to grant the rights or fulfill its obligations hereunder or any such additional permissions already have been obtained by the Party.

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 Sheriff's Office acknowledges that Producer is expending monies in reliance of this Agreement and in the event of a breach by Producer, the Sheriff's Office acknowledges and agrees that the damage, if any, caused thereby will not be irreparable or otherwise sufficient to entitle the Sheriff's Office to injunctive or other equitable relief; the Sheriff's Office'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 defend, indemnify and hold the Sheriff's Office 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 breach of any of Producer's obligations contained herein and in connection with the development, production and/or exploitation of the Series; 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 Sheriff's Office's representations, warranties or agreements herein; or (ii) malfeasance and/or gross negligence and/or other intentional tortious acts or omissions committed by the Sheriff's Office and/or any of the Sheriff's Office respective agents, employees, guests or invitees.

e. Sheriff's Office 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 Series, or the Producer or disclose any confidential information of Producer without the Producer's written consent in each instance. Notwithstanding the foregoing and for the avoidance of doubt, this paragraph shall not prevent Sheriff's Office from the following: (1) releasing to the press and/or local news any information regarding a case that is featured in or relates to the Series and (2) issuing publicity solely concerning the Sheriff's Office that incidentally mentions the Series, provided the same occurs after the premiere of the initial episode of the Series (if any), is of a non-confidential nature, and does not mention the Series, any personnel engaged in connection therewith, Producer, or Network in an unfavorable or derogatory manner. Except for disclosure by Producer to a third party broadcaster and in connection with the exploitation of the Series, 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. FCSO reserves the right to suspend all activities under this Agreement or to cancel or terminate this Agreement at any time for any reason or without cause upon thirty (30) days written notice, provided however, that FCSO cannot terminate this Agreement commencing from the date FCSO receives a written pick up notice for a Pilot, Series and/or any subsequent production cycle of the Series and continuing through the end of the production period for any such Pilot, Series or subsequent production cycle. Producer shall retain all rights in and to any Footage shot on a pilot and/or previous cycle if FCSO exercises such right to terminate this Agreement.

g. Producer may assign any and all rights granted under this Agreement including, without limitation, to the Network, provided that Producer shall remain secondarily liable hereunder unless such assignment is to a network, "major" or "mini-major" studio (as those terms are commonly understood in the entertainment industry), or to any other similar financially responsible party which assumes in writing all of Producer's obligations hereunder, in which case, Producer shall have no further liability hereunder.

h. 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 Sheriff's Office. 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 California without reference to its choice of law provisions. The exclusive venue in case of a dispute between the Parties shall be the Superior Court for the County of Los Angeles, California.

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

**FRESNO COUNTY SHERIFF'S
OFFICE**

By: S. Wilkins

Date: 8-12-16


BRIGHT ROAD PRODUCTIONS, INC.

By: [Signature]

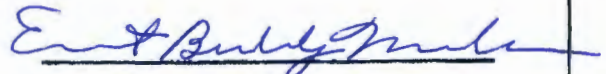
Date: 8/10/16

Bright Road Productions, Inc. Agreement September 15, 2016 through
September 14, 2021

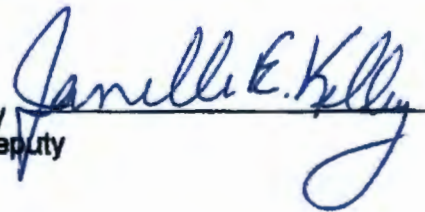
**REVIEWED & RECOMMENDED
FOR APPROVAL**


MARGARET MIMS, Sheriff-Coroner

**REVIEWED & RECOMMENDED
FOR APPROVAL**


**Ernest Buddy Mendes, Chairman,
Board of Supervisors**

**APPROVED AS TO LEGAL FORM:
Daniel C. Cederborg, County Counsel**


**By
Deputy**

**ATTEST:
Bernice E. Seidel, Clerk to the Board
of Supervisors**


Susan Bishop, Deputy