



May 2, 2017

Lake County Sheriff's Office  
25 N Martin Luther King Jr. Ave  
Waukegan, IL 60085  
Attn: Sheriff Mark C. Curran, Jr.

Re: "Live PD" – Access Agreement

Ladies/Gentlemen:

This letter will confirm the agreement ("Agreement"), dated and with effect from May \_\_, 2017 (the "Effective Date"), between the Lake County Sheriff's Office ("LCSO") 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. **Terms.** The LCSO shall have 6 weeks from the Effective date of the contract to determine if the production of the Series unduly interferes with the operations of the LCSO or impacts the safety of its employees or the community. ("Trial Period") If the LCSO agrees after the Trial Period that the production does not interfere with the operations of the LCSO or the safety of its employees or the community, the term of this Agreement ("Term") is the period commencing on the Effective Date and continuing through and including, April 30, 2018 (the "Initial Contract Year"). The parties shall have the right to extend the Term until April 30, 2019 by mutual 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 Contract Year, Producer and LCSO 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"). Notwithstanding the foregoing, if at any time LCSO determines, in its sole discretion, that production of the Series is interfering with its ability to protect and serve the citizens of Walton County, LCSO may unilaterally terminate the access granted in this Agreement upon giving written notice to Producer. For clarity regardless of the nature of termination or expiration of this Agreement, Producer shall retain ownership and all rights granted herein to any footage created by Producer pursuant to this Agreement and may use such footage in perpetuity in accordance with the terms hereof.
2. **Access.** During the Term, and any Extended Term, LCSO grants to Producer and its production personnel permission to enter upon and use LCSO's offices, facilities and vehicles utilized by and/or in connection with LCSO (including, but not limited to, stations or precincts (or the equivalent), jail facilities, offices, patrol cars or other vehicles) (collectively, "LCSO Property") in addition to permission to accompany LCSO officers or other personnel (collectively "LCSO Personnel") during the course of their duties or otherwise (subject to the limitation imposed by LCSO as necessary for the safety and security of the LCSO Personnel and LCSO Property and any privacy or confidentiality concerns) for the purpose of filming, videotaping, photographing and otherwise recording the LCSO Personnel and the situations they encounter and/or become involved in, and all or any part of the exterior and interior and contents of LCSO Property, including names, signs and identifying insignia of LCSO in connection with production of the Series, related series, or derivative work and the marketing, promotion and publicity thereof. LCSO reserves the right to restrict access to some areas of LCSO Property or require Producer to be accompanied by LCSO Personnel in certain designated areas. Subject to safety or privacy

concerns, Producer shall have the right to make such use of LCSO Property as may reasonably be required, including, without limitation, the right to place all necessary personnel, facilities, vehicles and equipment on LCSO Property, and Producer agrees to remove same after completion of work and leave LCSO Property in substantially the same condition as when Producer entered upon LCSO Property, reasonable wear and tear excepted. LCSO further agrees that Producer shall be entitled to return to LCSO 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. License. LCSO licenses to Producer and its successors, subsidiaries, licensees and assigns, the right to photograph, record, reproduce and otherwise use LCSO Personnel and LCSO Property and all LCSO Personnel and LCSO Property names, voice, likeness, images, trademarks, service marks, tradenames, logos, copyrighted material (collectively, "LCSO Marks") 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 (provided that any Material (defined below) that Producer may include in a related series or derivative work shall have previously been reviewed by LCSO for inclusion in the Series, either "live" or as a pre-recorded segment, subject to the terms of Paragraph 6 below) (collectively, "Derivative Works"), 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. In consideration of the rights granted by LCSO in and to the LCSO Marks as set forth herein, Producer shall pay LCSO an all-in all-inclusive license fee of Two Thousand Five Hundred Dollars (\$2,500) per week (the "License Fee"), for each week in which LCSO Marks are featured in the initial broadcast of one or more of the "live" tapings of the Series (e.g., there will be no License Fee payment if the LCSO Marks are only featured in pre-packaged elements and there shall not be multiple License Fee payments per week). There shall be no additional compensation for any repeat broadcast of any episode(s) in which the LCSO Marks may appear (which shall include, without limitation, any flash backs, fast forwards, "next on" and/or "previously on" content), it being acknowledged and agreed that the foregoing consideration shall be in full discharge of Producer obligations in connection with the license of LCSO Marks.
4. Exclusivity. Until the expiration of the six (6) month period commencing upon the end of the Term the rights of access and license granted by LCSO 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 LCSO produced for exhibition on LCSO's website (collectively, "Permitted Programming").
5. Safety / Security Review and Consultation Rights. Producer will provide LCSO with forty-eight (48) hours to review and comment on any pre-recorded segments of the Series featuring LCSO Property or LCSO Personnel. for the purpose of identifying any factual accuracy, safety, security, privacy, confidentiality or security risks to LCSO (e.g. recognition of a confidential informant, undercover officer, etc). If no comments are received by Producer following such forty eight (48) hour period, the segments will be deemed reviewed by LCSO. Producer shall provide a LCSO 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 LCSO to review material being captured and distributed in connection with the Series. In both instances, LCSO shall have the right to review the content for factual accuracy, security, privacy, confidentiality and/or safety concerns, confidentiality or privacy issues and LCSO 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.). To the extent LCSO identifies factual accuracy, security, safety, privacy or confidentiality concerns, Producer shall cease filming and shall not broadcast material associated with such concerns.

6. Ownership. All film, videotape, still photographs and other visual and/or audio recordings or representations (e.g., studios sets or designs) of LCSO Property or LCSO 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 the Series and/or any Derivative 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. Neither LCSO, nor any employee of LCSO, nor any other party now or hereafter having an interest in LCSO Property or Personnel, shall have any right of action against Producer or any other party arising out of any permitted use of said Material hereunder. 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.
7. Credit. LCSO acknowledges that any credits or other identification of LCSO 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 LCSO an on-screen credit in substantially the form "Special Thanks to the Lake County Sheriff's Office" in accordance with the Network's then-current credit policies, for all Series episodes in which LCSO 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. LCSO acknowledges and agrees that Producer is not obligated to actually use LCSO 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 a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, partnership or joint venture. LCSO and LCSO 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 will obtain and keep in force during production of the Series with LCSO a policy of commercial general liability insurance naming the LCSO as an additional insured entity in a minimum amount of \$2,000,000 and provide proof thereof to the LCSO prior to the commencement of production.
11. Indemnification. Producer agrees to defend, indemnify and hold harmless LCSO from and against any and all third party liabilities, third party claims, costs, damages, losses, or judgments arising out of or in connection with the development, production, distribution, or other exploitation of the Series. LCSO agrees that Producer shall have the sole right to control the legal defense against any claims, demands or litigation, including the right to select counsel of its choice with the consent of the Lake County State's Attorney pursuant to 55 ILCS 5/3-9005, said consent not to be unreasonably withheld or denied, and to compromise or settle any such claims, demands or litigation.
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 Illinois, 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 Illinois 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. 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 LCSO:

Lake County Sheriff's Office  
25 N Martin Luther King Jr. Ave  
Waukegan, IL 60085  
Attn: Sheriff Mark C. Curran, Jr.

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  
2120 Colorado Avenue, Suite 200  
Santa Monica, CA 90404  
Attn: Ethan J. Cohan, Esq. and Todd J. Weinstein, Esq.

14. 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. LCSO shall not be permitted to assign or delegate any of rights or obligations under this Agreement. Except if required by law, LCSO 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:

By: *[Handwritten Signature]*

Its: *Chief of Operations*

## **Exhibit A**

### **Series Concept**

Big Fish Entertainment LLC ("BFE") 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 Lake County, IL we propose embedding with the Lake County Sheriff's Office ("LCSO") on "Ride Alongs" to capture the "real-time" perspective and diversity within the department and the city. 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.

### **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 "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 "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 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 city.

### **Network**

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

### **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, police headquarters, police precincts, police locker-rooms, local jails, detective and similar offices and patrol cars. BFE will be responsible for obtaining permission to shoot on any private property.

### **Access to the Lake County Police Station**

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

### **Access to Key Characters**

The proposed main characters in the series would include 3 to 5 key officers involved in the LCSO. 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**

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