AGREEMENT

THIS AGREEMENT is made and entered into as of February 25, 2017, by and between Brazos County, located in Texas, (herein referred to as **"County"**) and NG Studios, LLC_, a limited liability corporation with its principal place of business at 1145 17th Street, NW, Washington, DC 20036 (hereinafter referred to as **"Producer"**).

WITNESSETH

WHEREAS, the Brazos County Office of the Sheriff ("BCOS") wishes to encourage and accommodate the television industry and its activities within the County and elsewhere; and

WHEREAS, Producer wishes to film a television documentary detailing the activities, employees, equipment, and facilities of the BCOS;

NOW, THEREFORE, for and in consideration of the mutual promises and obligations set out hereafter, the County and Producer, agree as follows:

1. This Agreement shall be administered on behalf of the County by BCOS.

2. (a) The purpose of this Agreement is to permit Producer, its agents, servants, and employees to film with the BCOS in connection with the television series currently known as "Explorer" (the **"Program"**) which is intended for initial exhibition on the National Geographic Channel (the "**Network"**). It is understood that any and all of the rights and authorizations granted herein shall be subject to the coordination and written approval of the following named individuals or their designee: _____. Producer will be issued a Commercial Film Permit or whatever other applicable authorization is required for production by the County, or its designee, governing additional terms and conditions for the filming of this Program and in accordance with any relevant section of state and local laws, (the **"Permit"**). The Permit, any subsequent Permits and any modifications and/or amendments to the Permits, are incorporated by reference into this Agreement. If Producer wishes to use intellectual, real property, and/or personal property of the County and/or BCOS, *e.g.* seal, uniforms, badges, logos, other insignia of the BCOS and certain County or BCOS facilities in conjunction with the Production, this Agreement authorize, Producer to use the official flag, seal, shield, service mark, badge or other insignia of the County and/or BCOS or any facsimile thereof. The County acting by and through BCOS, grants permission to Producer and its successors, assignees, and licensees to use the name, seal, shield, service mark, badge, logo or other insignia of the BCOS and/or the County (individually, or collectively, the **"Service Mark"**) as such Service Mark is used on uniforms, vehicles and facilities, in connection with the production of the Program, subject to the terms and conditions of this Agreement.

(b) If Producer uses County personal property (*e.g.* uniforms, badges, vehicles, individually or collectively, the **"County Property"**) in connection with the production of the Program, Producer shall:

(i) obtain all necessary approvals, insurance coverage, permits and licenses as may be required by state law, local or County ordinances, administrative directives, or policies;

(ii) follow all County procedures, guidelines, and rules established for the use of County Property;

(iii) pay any user or other fees required by the County for the use of any of County Property; and

(iv) Upon conclusion of the making of the Program, Producer shall cease using the County Property, and any facsimiles thereof, and return the County Property and any facsimiles to the County in good condition in the manner set out by the BCOS or its designee.

3. Regarding Facilities, County grants Producer, its agents, employees and other persons connected with the production of the Program the following rights with respect to the Facilities:

(a) Limited to the right to enter and remain upon the premises owned and controlled by the BCOS or County (**"Premises"**) with personnel and equipment for the purpose of filming and recording the Program on said Premises and accompanied at all times by the individual(s) designated by BCOS. In the event the production schedule of the Program is changed because of weather or otherwise, if Producer so elects, Producer shall be able to photograph the Premises on another date or dates to be determined by agreement between BCOS and Producer.

(b) The right to make recordings of the Premises on film or tape (herein referred to as the **"Recordings"**) including exterior and interior shots of any buildings or other improvements located on said Premises and events occurring therein.

(c) The irrevocable right to photograph any name connected with the Premises and to use the name in and in connection with the Recordings.

(d) The irrevocable right to use any fictional name in connection with the Premises in connection with the Recordings.

(e) The irrevocable right to use the Recordings (and any scenes included therein) taken by Producer worldwide in perpetuity in any manner and media (except with the restrictions reserved in paragraph 13).

4. The filming done by Producer shall be solely in the context of collection of material for the Program. Producer intends to (i) produce footage concerning the BCOS and personnel at work in particular with respect to the ongoing investigation of an unsolved murder and the use of new technology to create DNA profiles of potential suspects, and (ii) capture any and all footage of the BCOS and personnel to produce the Program. The BCOS hereby agrees and consents, and shall authorize the BCOS personnel's voices and likeness, the Recordings, Footage and elements of the Program (all of the foregoing, the **"Program Materials**") and the use of the Program Materials in whole or in part; provided, however, that Producer expressly acknowledges and agrees that any participation by BCOS personnel in the production will be strictly voluntary and must be approved by the BCOS, if applicable. No employee, agent or servant of Producer shall be permitted to ride in any BCOS equipment unless they have executed a written release to be provided by BCOS. Producer shall not be permitted to discuss, conduct ride-a-longs, film or have access to information involving juveniles, victims of sexual assault or harassment, child abuse, domestic violence or other individuals whose identities and/or information (including medical information) are protected and/or made confidential by law (including the Health Insurance Portability and Accountability Act, "HIPAA") as related to any on-going or closed investigation or case. Additionally, when encountering members of the public when accompanying the BCOS out on police calls, Producer shall ensure that the production crew will show sensitivity to the individuals whose lives and circumstances are being filmed and will conduct themselves, and not perform in a way or film any activity, that may be unreasonably intrusive or offensive to a reasonable person.

5. The County extends to Producer the right to collect Program Materials for use in the Program. This includes the right to re-use the Program Materials in all media in connection with the

exhibition, advertising, and promotion of the Program in any manner whatsoever, and at any time, in any part of the world in perpetuity. Producer may assign any and all rights granted under this Agreement including, without limitation, to the Network. As between the County and Producer, the parties acknowledge and agree that any and all Program Materials shall be the sole and exclusive property of the Producer at all times. The County and BCOS hereby acknowledge and agree that Producer is the sole owner of the Program Materials and at no time, past, present or future, shall the County and BCOS have ownership of the Program Materials. The County expressly prohibits the use of any edited portions or any cuts or outtakes from the Program Materials in any "blooper" type program or other media, now known or hereafter devised, on the internet or any other electric or computerized medium that may be purchased and/or viewed by members of the general public without the approval of the County and the BCOS. Subject to the conditions and authority of the County as reserved in paragraph 13 below, all other right to use or re-use of such Program Materials and/or edited portions thereof is expressly reserved by the County. Violation of these provisions by the Producer or any other media operation using the Program Materials will result in action by the County to seek damages by a court of competent jurisdiction.

6. Producer shall have access to BCOS employees, facilities and equipment beginning on _____ ___, 2017 and ending on _____ ___, 201__. To the extent Producer wishes to use BCOS equipment/cars, Producer will be responsible for paying rentals on BCOS squad cars and for other BCOS equipment. This term may be extended by mutual agreement in writing by those individuals designated in paragraph 2 of this Agreement.

7. (a) Producer agrees to conduct its activities while filming so as not to endanger any person or property. Producer acknowledge and agrees that in order to protect the integrity of the BCOS'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 BCOS for purposes of the foregoing, in the BCOS '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 BCOS's and BCOS's personnel duties.

(b) Producer shall indemnify and hold the County and all of its agents, councilmembers, officers, directors, employees, and servants harmless and free from any and all liability, including claims, personal injury (including death), property damage, suits, damages, costs, losses, expenses and outside attorney's fees of any type whatsoever alleged to have arisen out of or to have resulted from any activities undertaken by Producer pursuant to this Agreement provided, however, that the foregoing indemnification shall not apply to any Claims arising out of or resulting from any malfeasance and/or gross negligence and/or other intentional tortious acts or omissions committed by the County and/or the BCOS and/or any of the County's and/or BCOS's respective agents, employees, officers, directors and servants.

(c) The County assumes no responsibility whatsoever for any damage to personal property of Producer and/or its employees, servants or agents.

(d) Producer acknowledges that the County assumes no responsibility for any defects or other conditions of any BCOS facility or equipment which may render same to be dangerous, whether known or unknown, and Producer agrees to assume the risk of any and all defects and other conditions of any BCOS facility or equipment which may render same to be dangerous, whether known or unknown.

8. As situations may arise during the course of a police investigation, it may be necessary for the County or the BCOS to temporarily require that the Producer stop all filming and any other operations immediately upon request. Additionally, if Producer violates any terms or conditions of the Permit, the County or its designee may refuse to issue a subsequent Permit.

9. The County shall, in its sole discretion, determine whether the filming or any condition caused by the filming unlawfully or unreasonably denies access to or disrupts the use of any BCOS facility or equipment. Should the County find the filming to be unreasonably disruptive or to unreasonably deny access to any BCOS facility or equipment, Producer shall correct the condition or the County may cause this Agreement to be immediately revoked and remove Producer from the facilities.

10. Producer acknowledges that it will not allow members of the print, television or radio media to have access to audio or video recordings of the production without the prior written approval of the County.

11. Producer shall secure permission from each individual and private property owner being filmed before exhibiting any identifiable image of that individual or private property owner in connection with the Program.

12. Producer hereby acknowledges that neither the County, BCOS, nor its officer or employees, has given or attempted to give Producer permission to enter onto private property. Consistent with the holdings of *Wilson v. Layne*, 141 F.3d 111 and *Hanlon v. Berger*, 129 F.3d 505, third person riding observations will not be allowed to enter any public or private property that excludes the general public or when the owner of the premises indicates that they cannot enter.

13. BCOS acknowledges that the Producer has absolute editorial control of the Program, however, notwithstanding the foregoing, Producer confirms that:

a) The Program Materials are intended to give a balanced and fair portrayal of the County and the BCOS, and the Program Materials are not intended to portray the County, the BCOS, the County, or its officers, employees and personnel in a negative light;

b) Prior to the airing of the Program, Producer shall provide the designee of the BCOS (the "**Representative**") with one (1) DVD copy of the near final version of the Program Materials (the **"DVD"**). Producer shall allow the Representative five (5) business days from receipt of the DVD to review and to notify Producer of factual inaccuracies contained in the Program Materials so that Producer can correct any such inaccuracies and depict the investigation accurately; and

c) Producer hereby acknowledges and agrees that the finished Program Materials will not contain any confidential, non-public investigatory, procedural and/or operational information of the County and the BCOS which would not be available to the general public which could impair the integrity of an investigation and the Representative shall notify Producer in writing (including email) of any such issues so that the Producer can correct them.

In the event that Producer has not received any comments from the Representative within five (5) business days of Producer providing the DVD, the absence of a response shall be deemed approval.

In the event that the Producer does not amend the Program Materials, the County may immediately withdraw its consent in writing hereunder for Producer to use the Service Mark, facility, or any other County and BCOS participation with respect to production.

Additionally, if the Producer exhibits, airs, broadcasts or makes any type of public showing of Program before the County has had an opportunity to review the Program materials, the County reserves the right to take any and all legal action available to it under Texas law, including

injunctive relief, to prevent the exhibition, presentment, airing, broadcasting or public showing of the Program. For purposes of this paragraph, "business days" means Monday through Friday, excluding Saturday, Sunday, and official County holidays.

The County agrees that it will act reasonably and in good faith in reviewing the Program Materials, and any amendments thereto, and will not unreasonably withhold its approval of the Program Materials or amendments.

14. Producer shall inform the County in advance as to when, to the best of their knowledge, the first broadcast of the Program featuring the County and BCOS will be shown in the United States of America.

15. The BCOS or its designee shall have sole discretion to determine those BCOS employees whom Producer may film and with whom Producer may travel during the course of their filing or activities.

16. Producer shall obtain and present to the County a certificate of insurance, if required, and attached hereto and incorporated for all purposes of this Agreement as Exhibit A. No filming or access to BCOS personnel and equipment will be allowed until Producer obtains the required insurance.

17. This Agreement is made subject to all applicable provisions of federal, state and local laws, including Brazos County laws and ordinances.

18. Violation of the terms and conditions of a Permit may be grounds for the immediate suspension or termination of this Agreement. Either party to this Agreement shall have the right to immediately terminate this Agreement by providing fifteen (15) days written notice to the other party.

19. This Agreement shall be governed by the laws and court decisions of the State of Texas. The parties agree that venue for any dispute related to this Agreement or any actions or lawsuits that arise out of actions taken by Producer, its agents and employees, in the filming of the Program that involves the County, its agents, councilmembers, officers, directors. Employees, and servants, shall lie in Houston, Texas.

20. 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. 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 set on behalf of, bind or represent the other party.

21. This Agreement sets forth the entire agreement of the Parties. Any modification of this Agreement shall be in writing, signed by proper officials of both Parties, and attached hereto.

IN WITNESS WHEREOF, the Parties have caused this agreement to be properly executed as of the date first above written.

Brazos County Office of the Sheriff Office

_____
Title:_____

NG Studios, LLC

_____
Title:_____

County of Brazos, Texas

_____

By:_____