



AMENDMENT

This agreement amends the Development Agreement dated May 10, 2018, between the Borough of Petersburg, Alaska, Petersburg Police Department and Engel Entertainment, Inc., a copy of which is attached hereto as Schedule A (the "Agreement").

The following text of the Agreement is hereby amended as follows:

Paragraph 2(a). is amended and replaced with the following new Paragraph 2(a), which shall be renamed to "Activities":

"2. Services and Materials.

a. Activities: Agency agrees that EE has the right to shoot, record, tape, and photograph Agency and Agency's personnel, representatives or other workers affiliated with Agency (collectively, "Agency Personnel") at the Agency's offices and other related locations and facilities, including but not limited to highlighting the Petersburg, Alaska environment, and the work and activities of the Agency law enforcement officers. EE's film crew will be permitted, based on Agency procedures and discretion, to ride along with Agency Personnel in vehicles, with the Agency's on-call and response teams in a "docufollow" format, and otherwise to be with Agency Personnel in connection with their work and their activities in the environs of Petersburg, Alaska. Agency further agrees that EE shall have the right to broadcast, exhibit and otherwise exploit the film, recordings, tapings and photographs of the foregoing in connection with the production, distribution, broadcast, promotion and advertising of a television Series based on the Project (the "Series"), in whole or part (collectively, the "Materials") in any and all manner, broadcast and other media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity. Agency agrees that EE will own all of the Materials and the results and proceeds of the Materials as a work made for hire for use throughout the world in any and all media in perpetuity, and all rights of every kind in and to the Materials and the Series shall be and remain vested in EE, including, without limitation, the right to use and reuse such Materials in connection with advertisements, promotions and publicity related to the Series, EE or any Buyer. Provided EE produces the Series featuring Agency, EE shall have the right to use and license others to use the name and any trademarks of Agency and the names, voices, photographs, likenesses and biographical information of featured Agency Personnel, subject to EE obtaining appropriate releases from those Agency Personnel appearing in the Series, in connection with the Series and the advertising and promotion of the Series, throughout the world in any and all media in perpetuity, provided such use

does not constitute an endorsement of any other product or service other than the Series. Notwithstanding the foregoing, and further to the Agency's legal, safety and security priorities discussed below, EE agrees not to use for inclusion in the Program(s) or Series any material that the Agency has deemed objectionable, as set forth more fully below. EE also agrees not to use any Materials or Pitch Materials (as defined below) produced in connection with the Series and featuring Agency Personnel for any other public display or disclosure that is not in connection with EE, a broadcaster (a Buyer), the Series or any related advertising or promotion related thereto."

Paragraph 5 of the Agreement shall be deleted in its entirety and the following new Paragraphs 5, 6, 7, 8, 9 and 10 shall be inserted in its place, after which the preexisting Paragraphs in the Agreement shall continue unchanged and in numerical order following this new Paragraph 10:

"5. Credit. Provided Agency appears in the Series, Agency shall be accorded credit in connection with each episode of the Series featuring Agency, subject in all cases to any applicable Buyer policies and approvals. Agency acknowledges and agrees that the potential publicity that Agency may receive as the result of the production or exploitation of the Series featuring Agency, if any, constitutes full and complete consideration for the exercise of the rights granted by Agency under this Agreement.

6. Assignment. EE may license or assign this Agreement and all rights granted by Agency to EE under this Agreement but only to the Buyer or any similarly situated third party entity. Agency may not assign its rights and obligations under this Agreement to any other person or agency.

7. Future Options. In the event that EE is engaged by a Buyer to produce the Series, Agency agrees that EE shall have five (5) consecutive, exclusive, successive and dependent annual options to produce the same number of seasons of the Series that is required by the Buyer (the "Option Periods"). The Term of this Agreement, any extensions thereof, and any Option Period(s) shall be referred to collectively as the "Term." The Term shall also include the post production period immediately following the final season of the Series, if any. EE shall exercise each option by providing Agency with notice no later than ten (10) business days after EE receives notification from the Buyer, but in no event later than one hundred and eighty (180) days from the initial airing of the last episode of the immediately prior season of the Program(s) or Series.

8. Piugola/Payola. Agency represents and warrants that Agency has not accepted nor agreed to accept, nor will accept nor agree to accept, directly or indirectly, from any person, any money, service or other valuable consideration for the inclusion of any matter as a part of any Series and that Agency will not cause any product, service, trademark or brand name to be mentioned or identified on any Series produced under the Agreement except as provided by EE or the Broadcaster. Notwithstanding the above, it is not the intention of this Section to limit or prevent Agency's acceptance of any services or products in the ordinary course of the Agency's performance of its work or duties.

9. Force Majeure. In the event EE is unable to use Agency's services or engage in production due to any of the following reasons: act of nature, unavoidable accident, fire, blackout, act of public enemy, war, riot, civil commotion, act of government, including but not limited to, acts of the Alaska legislature, strike or other labor dispute, failure of technical facilities or other similar or dissimilar cause beyond EE's control, EE may suspend the Term during the continuation of any such inability to use Agency's services or engage in production, the Term shall be deemed extended by all such periods of suspension and EE

shall not be obligated to make any payments during the period of such suspension, provided that no such suspension shall continue for more than six (6) months absent further mutual written agreement of the Parties. EE shall have the right to terminate the Agreement and all of EE's obligations under the Agreement if such inability to utilize Agency's services or engage in production continues for more than sixty (60) days or if Agency is unable to provide the services required of EE or the Buyer under this Agreement. Agency shall have the right to suspend or terminate this Agreement in the event of an act of the Alaska legislature or other governmental body.

10. No Injunctive Relief. Agency acknowledges and agrees that, once an episode of the Series has been reviewed and approved by Agency further to the protocol set forth in this Agreement, the sole remedy for any default or breach related to such episode under this Agreement shall be monetary damages, if any, and in no event shall Agency or anyone on its behalf, be entitled to seek or obtain injunctive or any other type of equitable relief. "

Pursuant to Paragraph 1 of the Agreement, the parties acknowledge and agree that because EE is in "active negotiations for the development, production, marketing, financing and/or distribution of the Project with a Buyer," the Term of the Agreement shall be extended for an additional four months to January 10, 2019.

The remainder of the Agreement remains in full force and effect with no further amendment.

Agreed to and accepted by:

Engel Entertainment, Inc.

By: Steven M. Engel

Its: President

Date: _____

Borough of Petersburg Police Department

By: _____

Its: _____

Date: _____