

engelentertainment

everything but the everyday

DEVELOPMENT AGREEMENT

We at Engel Entertainment, Inc. ("EE" or "Producer"), an award-winning film, television and digital media production company and a leader over the past decade in the production of respectful law enforcement programming, are very excited and pleased to have the opportunity to work with you to develop and produce programming involving the work of the Borough of Petersburg Police Department. Thank you for speaking with Kara Smith and our Development team.

This opportunity arises because we already have interest from broadcasters on programming involving Alaska law enforcement. It is an honor and privilege to explore this opportunity with the Borough of Petersburg Police Department, and we very much look forward to developing a positive working relationship consistent with the needs and priorities of the Department.

It is our company priority to develop high quality and respectful law enforcement programming that benefits the law enforcement agencies with which we work; supports the agencies' duties and role in their community; and educates the public regarding the important work they do and the quality people they are. Several of our senior team have backgrounds in law enforcement. Having produced hundreds of hours of respectful law enforcement prime time programming from coast to coast such as *North Woods Law* and *Lone Star Law*, EE welcomes this timely opportunity to work together with the Petersburg Police Department and explore what we can achieve together.

The purpose of this Development Agreement is to provide our company and the Department the opportunity to explore possible programming involving the Borough of Petersburg Police Department and featuring the dramatic environs of Petersburg, Alaska ("Programs"), and to provide both of us the time and opportunity to "get to know one another" as a possible production is explored and developed. We look forward to earning your trust.

Sincerely,

Steven M. Engel
President, Engel Entertainment, Inc.

This constitutes the agreement, dated and effective as of the last date of signing of this agreement by both parties, by and between the Borough of Petersburg, Alaska, Petersburg Police Department ("Agency") and EE (Agency and EE shall be collectively referred to as the "Parties"), in connection with the development and production of the Program(s) (our "Agreement"). The Parties acknowledge that it may be necessary for the Parties to enter into an agreement with a broadcaster or company which may broadcast, distribute, finance, advertise and promote, or otherwise exploit the Program(s) (a "Buyer") and agree to negotiate in good faith

with the relevant Buyer and Producer for Agency's services on the Program(s) or a possible pilot, production and/or series based on the Program(s) (collectively, a "Project").

1. Term. In consideration of Producer's efforts in connection with the development, marketing and production of the Project, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree that for a period of four (4) months following the Effective Date of this Agreement (the "Term"), Producer will have the exclusive right to discuss, develop, represent and submit the Project and Agency's prospective services to potential broadcasters, networks, financiers and/or buyers of the Project (collectively "Buyers"). In the event that Producer secures Buyer interest in the Project, Producer shall be attached as the producer of the Project and shall have an exclusive option to engage Agency in connection with the Project; upon the exercise of which, Agency agrees to negotiate in good faith with the relevant Buyer and Producer for Agency's services on a possible presentation, pilot, production and/or series based on the Project. If Producer is in active negotiations for the development, production, marketing, financing and/or distribution of the Project with a Buyer at the time the Term is due to expire, then the Term shall be automatically extended (without the need for further documentation between the Parties) for the duration and completion of such active negotiations. The Term may also be extended by written agreement between the Parties. In the event that, within four (4) months of the expiration of the Term (as may be extended) hereunder, Agency enters into an agreement with any Buyer to whom the Project was submitted by Producer, Producer shall be attached to the Project as the producer of the Project as if this Agreement were still in effect.

2. Services and Materials.

a. Development Activities. Agency agrees that EE has the right to record, tape, film and photograph Agency offices and personnel, representatives or other workers affiliated with the Agency (collectively, "Agency personnel") at Agency 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.

b. Agency Participation, Protocol and Discretion. Agency agrees that during the Term, at Producer's request and based on Agency legal obligations, protocols and discretion, Agency shall make selected Agency personnel and work environment available to participate and appear in Project materials including but not limited to a Project summary, treatment, video, pitch tape, sample show reel ("sizzle reel") and the like in connection with the Project (collectively, "Pitch Materials") which shall be owned by EE and may be assigned to a Buyer. In connection with the production of any Pitch Materials and Producer's other development activities and promotion of the Project, as well as within or concerning the development, marketing, production or other use or display of the Project itself, Agency agrees that Producer shall have the right to film and record Agency personnel based on the above and to use Agency's approved name and logo in connection with the Project (collectively, "Materials") and to use those Materials in and in connection with the Project.

c. Safety and Agency Priorities. The Parties recognize that the Agency's legal, safety and security considerations are of paramount importance in connection with the production of the Project and, accordingly, EE agrees that Agency shall have the right to instruct EE's crew to cease filming on location or to leave any particular location at any time if Agency reasonably deems such action is necessary and appropriate, on the basis of any particular legal, safety and/or security concerns or protocols followed by the Agency.

d. Legal Compliance and Review. The Parties also recognize that the Project may be subject to certain restrictions on the use of such material under State or Federal law, and Agency shall have an opportunity to review each episode of the Project for legal and factual accuracy, to ensure the Project does not jeopardize the safety and security practices of the Agency or violate State or Federal law. The Parties also recognize that the Agency's first responsibility is its law enforcement duties and obligations to protect the public and is fully responsible for the proper implementation of those duties and obligations. Accordingly, the following shall constitute the review process:

(i) Upon delivery to Agency of a cut of each episode (to the attention of the Agency representative designated in writing to EE, who as of the date of this Agreement is [Name _____]), Agency shall have an opportunity to review and provide specific notes to EE concerning the episode regarding any material that violates the law or contains any factually inaccurate depiction of Agency policy and practices, including any material that Agency determines jeopardizes the safety and security practices of Agency, contains a factually inaccurate depiction of Agency policies or practices, or is otherwise restricted under the law (collectively, the "Review" regarding the "Cut").

(ii) Agency understands and acknowledges that time will be of the essence for the Review of the episode because production of the Project will be underway. EE represents that each episode for Review will likely be less than 60 minutes in length. For advance scheduling purposes at the Agency, EE agrees to provide Agency with at least five (5) business days' prior notice that an episode is being prepared to be sent to Agency for its Review, and Agency agrees to schedule time for such Review and deliver such notes (if any), or if it wishes, advise of the absence of notes, concerning such episode based on the parameters referenced in (i) above, within five (5) business days of Agency's receipt of the Cut of each episode (the "Review Period").

(iii) Following receipt by EE of any notes from the Agency concerning the episode during the Review Period, the Parties will, in good faith, discuss the inclusion, removal or modification of any questionable material based on the parameters referenced in (i) above, and EE shall make best efforts to implement the requested changes, consistent with Agency, EE and a Buyer's regulations, policies and practices.

(iv) The designated representative of Agency in connection with the aforementioned Review process and the provision of notes (if any) regarding the

Page 3 of 5

episode shall be such person as Agency may designate in writing to EE. The designated representative of EE shall be such person as EE may designate in writing to Agency.

3. Promotion of the Project. Subject to the execution of a Buyer agreement, and any required further agreements, as applicable, in connection with the Project, it is expressly understood that Producer owns the work, results and proceeds of any of the services (collectively, "Results") provided by either Party to this Agreement as a work made for hire for EE for the sole purpose of developing, producing and promoting the Project.

4. Exclusivity. Agency agrees that during the Term, Agency shall not enter in to any third-party agreements for Agency's on-camera services specifically in any other non-scripted programming without Producer's prior written consent. Nothing herein however shall be deemed to preclude or prevent Agency from participating or appearing in any live programming, news or talk shows on a nonrecurring basis.

5. Further Agreements. In the event the Project is sold to a Buyer or a Project series is approved, then Agency and Producer shall enter into a subsequent agreement, the terms of which will be negotiated in good faith by the Parties, setting forth, among other things, Agency's credit, exclusivity and other provisions, all of which will be in accordance with applicable law and the Agency's regulations, policies, standards and protocols, industry standards and subject to Agency, EE and Buyer's policies and approval.

6. No Obligation. Producer's failure to secure an agreement to produce or promote a production based on the Project shall not be a breach of this Agreement, nor shall Producer have any obligation to produce, or otherwise promote, a production based on the Project. EE may assign any of its rights or obligations hereunder to a co-producer or Buyer. The Parties also acknowledge and agree that no failure by Buyer to enter into an agreement with Agency nor any failure of Buyer with respect to any of its obligations to Agency that may come to be, shall be the responsibility or liability of Producer.

7. No Injunctive Relief. The Parties agree that the sole remedy of Agency for any default, breach or alleged breach by the other Party under this Agreement shall be monetary damages, if any, and in no event shall either Party, or anyone on a Party's behalf, be entitled to seek or obtain injunctive or any other form of equitable relief.

8. Assignment. This Agreement and all the rights granted hereunder may be freely assigned by EE to any Buyer or to a related or affiliated entity. Understanding this Agreement concerns personal services of Agency and its personnel, Agency may not assign this Agreement or any of its obligations hereunder.

9. Representations and Warranties. Agency represents and warrants that Agency: (i) has the full right and authority to enter into this Agreement and grant the rights herein granted; (ii) has obtained all rights from any third-party contributors and there are no other agreements entered into by Agency that could disturb, infringe upon, prevent or impede the full and unencumbered exercise by EE of any of the rights granted herein, including without limitation the right to develop, produce, market, distribute, exhibit and otherwise promote the Project in any and all media now known or hereafter devised

throughout the world in perpetuity; and (iii) to the best of Agency's knowledge, there is not now outstanding any litigation, claim or threat of litigation or claim which in any way could touch upon any of the rights granted or assigned to EE pursuant to this Agreement.

10. Relationship of the Parties. This Agreement shall not be construed to create or maintain a partnership, employment relationship, agency or joint venture between Producer and Agency. Each Party shall be fully responsible for its respective duties, work or services in connection with the Project or otherwise.

11. Miscellaneous. This Agreement contains the complete understanding between the Parties with reference to the subject matter hereunder, supersedes any and all prior agreements and understandings between them whether written or oral pertaining thereto, and may not be modified or amended except by a written instrument signed by both Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs and permitted assigns. If any of this Agreement's provisions shall be held to be unenforceable, the remainder of the Agreement shall be enforceable. Captions are for convenience only and are not intended to have legal effect. This Agreement shall be governed and construed in accordance with the laws of the State of New York. All disputes relating to the Agreement will be resolved by arbitration in accordance with the rules of JAMS then in effect, before a single arbitrator located in a mutually convenient location. (If a mutually convenient location for the arbitration cannot be agreed upon by the Parties, then the arbitration shall be conducted by video conference.) Any award rendered by JAMS shall be final and conclusive upon the Parties, and a judgment concerning such award may be entered in any state or federal court having jurisdiction. This Agreement may be executed in counterparts and facsimile or scanned signatures shall be deemed to be original.

ENGEL ENTERTAINMENT, INC.



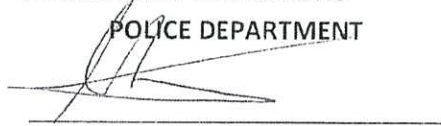
Steven M. Engel, President

Dated: 5/10/18

BOROUGH OF PETERSBURG, ALASKA

BOROUGH OF PETERSBURG

POLICE DEPARTMENT



Stephen Giesbrecht, Borough Manager

Dated: 5/10/2018

Email Address: sgiesbrecht@petersburg.ak.gov

Telephone No.: 907-772-5402

01543051.DOCX
01543083.DOCX
01551559/60.DOCX