



February 22, 2019

Oklahoma Department of Public Safety for the Oklahoma Highway Patrol  
3600 N. Martin Luther King Ave.  
Oklahoma City, OK 73111  
Attn: Megan L. Simpson, General Counsel

Re: "Live PD" – Access Agreement

Ladies/Gentlemen:

This letter will confirm the agreement ("Agreement"), dated and with effect from February 22, 2019 (the "Effective Date"), between the Oklahoma Department of Public Safety ("ODPS") 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") and the participation thereon of the Oklahoma Highway Patrol ("OHP"):

1. Term. The term of this Agreement ("Term") is the period commencing on the Effective Date and continuing through and including, February 21, 2020 (the "Initial Contract Year"). The parties shall have the right to extend the Term until February 21, 2021 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 ODPS 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").
2. Access. During the Term, and any Extended Term ODPS grants to Producer and its production personnel permission to enter upon and use OHP's offices, facilities and vehicles utilized by and/or in connection with OHP (including, but not limited to, stations or precincts (or the equivalent), jail facilities, offices, patrol cars or other vehicles) (collectively, "OHP Property") in addition to permission to accompany OHP officers or other personnel (collectively "OHP Personnel") during the course of their duties or otherwise (subject to the advance limitation imposed by OHP as necessary for the safety and security of the OHP Personnel and OHP Property) for the purpose of filming, videotaping, photographing and otherwise recording the OHP Personnel and the situations they encounter and/or become involved in, and all or any part of the exterior and interior and contents of OHP Property, including names, signs and identifying insignia of OHP in connection with production of the Series, related series, or derivative work and the marketing, promotion and publicity thereof. OHP reserves the right to restrict access to some areas of OHP Property or require Producer to be accompanied by OHP Personnel in certain designated areas. Producer shall have the right to make such use of OHP Property as may reasonably be required, including, without limitation, the right to place all necessary personnel, facilities, vehicles and equipment on OHP Property, and Producer agrees to remove same after completion of work and leave OHP Property in substantially the same condition as when Producer entered upon OHP Property, reasonable wear and tear excepted. OHP further agrees that Producer shall be entitled to return to OHP 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. ODPS licenses to Producer and its successors, subsidiaries, licensees and assigns, the right to photograph, record, reproduce and otherwise use OHP Personnel and OHP Property and all OHP Personnel and OHP Property names, voice, likeness, images, trademarks, service marks, tradenames, logos, copyrighted material 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, 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.

4. Exclusivity. Until the expiration of the one (1) year period commencing upon the end of the Term or Extended Term: (a) the rights of access and license granted by OHP and ODPS 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 OHP produced for exhibition on OHP's website (collectively, "Permitted Programming"); and (b) ODPS shall not authorize anyone (other than Producer) to develop and/or produce programming of a similar format or concept that depicts the activities of OHP in any audio-visual media, except for Permitted Programming.
5. Safety / Security Review and Consultation Rights. Producer will provide OHP with twenty-four (24) hours to review and comment on any pre-recorded segments of the Series featuring OHP Property or OHP Personnel for the purpose of identifying any safety or security risks to OHP (e.g. recognition of a confidential informant, undercover officer, etc.). If no comments are received by Producer following such twenty-four (24) hour period, the segments will be deemed reviewed by OHP. Producer shall provide an OHP 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 OHP to review material being captured and distributed in connection with the Series. In both instances, OHP shall have the right to review the content for factual accuracy, security and/or safety concerns, and OHP 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.).
6. Ownership. All film, videotape, still photographs and other visual and/or audio recordings or representations (e.g., studios sets or designs) of OHP Property or OHP 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 television programs and other 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 OHP, ODPS, nor any employee of OHP and/or ODPS, nor any other party now or hereafter having an interest in OHP Property or OHP Personnel, shall have any right of action against Producer or any other party arising out of any use of said Material. 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. ODPS acknowledges that any credits or other identification of OHP 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 OHP an on-screen credit in substantially the form "Special Thanks to the Oklahoma Highway Patrol" in accordance with the Network's then-current credit policies, for all Series episodes in which OHP 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. ODPS acknowledges and agrees that Producer is not obligated to actually use OHP 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. OHP and OHP 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 OHP a policy of commercial general liability insurance naming OHP as an additional insured entity in a minimum amount of \$1,000,000 and provide proof thereof to OHP prior to the commencement of production.
11. Indemnification. Producer agrees to defend, indemnify and hold harmless OHP and ODPS 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. ODPS 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 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 New York, 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 New York County, New York 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 ODPS:

Oklahoma Department of Public Safety for the Oklahoma Highway Patrol  
3600 N. Martin Luther King Ave.  
Oklahoma City, OK 73111  
Attn: Megan L. Simpson, General Counsel

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  
2029 Century Park East, Suite 1750  
Los Angeles, CA 90067  
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. ODPS shall not be permitted to assign or delegate any of rights or obligations under this Agreement. Except if required by law, ODPS and OHP 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.

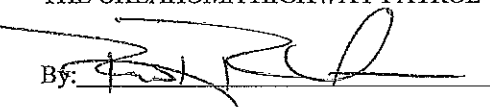
Very truly yours,

BIG FISH ENTERTAINMENT LLC

By: \_\_\_\_\_  
Daniel Cesareo, its Managing Member

ACKNOWLEDGED AND AGREED:

OKLAHOMA DEPARTMENT OF PUBLIC SAFETY FOR  
THE OKLAHOMA HIGHWAY PATROL

By:  \_\_\_\_\_

Its: Commissioner \_\_\_\_\_