County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

July 11, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

APPROVE AGREEMENTS WITH 44 BLUE PRODUCTIONS, INC., AND SCOTT STERNBERG PRODUCTIONS, INC. REGARDING REALITY TELEVISION SHOWS (ALL DISTRICTS) (3 VOTES)

RECOMMENDATION BY THE SHERIFF'S DEPARTMENT THAT YOUR BOARD:

1. Approve and instruct the Mayor of the Board of Supervisors to sign Access and License Agreements authorizing 44 Blue Productions, Inc., and Scott Sternberg Productions, Inc. (Producers), to develop and produce "reality" television/cable shows which will depict various divisions of the Los Angeles County Sheriff's Department (Department).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Producers each propose to produce high quality television/cable programs depicting various divisions and stations within the Department. 44 Blue Productions, Inc., intends to film the daily activities of the Department's personnel, including custody, patrol, detective bureau, and other specialized divisions. Scott Sternberg Productions, Inc., intends to follow a number of selected cadets through their training program. The Producers will also use the Department's intellectual property, such as the star, uniform patch, slogan "A Tradition of Service," and name "Los Angeles County Sheriff's Department" in the programs.

These Access and License Agreements provide benefits for the County, including compensation, and the ability to control the use of the Department's intellectual property. These agreements will ensure that the intellectual property retains its integrity and strength. The programs will showcase the important work performed by the Department.

Implementation of Strategic Plan Goals

Approval of the proposed License Agreement would support the Los Angeles County Strategic Plan Goal 4, Fiscal Responsibility : Strengthen the County's fiscal capacity; Manage effectively the resources we have; and Increase public-private partnerships.

FISCAL IMPACT/FINANCING

Each agreement provides the following economic terms:

Option: One free six-month option. If the Producer elects to exercise its option to license the rights and obtain the access set forth in the agreement, the Producer must pay the following amounts:

Series Fees: An amount equal to five percent (5%) of the license fee the Producer receives and/or is entitled to for the production of any episode. The Producer is required to submit documentation to the County evidencing the license fee payable to the Producer pursuant to the license agreement with the network.

Profit Participation: Ten percent (10%) of one hundred percent (100%) of Producer's profits in the series. No other entity, including the Producer, may receive a more favorable definition of profit.

In addition, each Producer has agreed to reimburse the County for its legal costs and fees incurred in the negotiation and preparation of the agreements, not to exceed $2,500.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Significant legal terms of each agreement include the following:

Rights: The County grants each Producer a non-exclusive license to film and record certain property, intellectual property and/or trademarks owned/controlled by the County for use in the series.

With regard to 44 Blue Productions, Inc., the County will provide access to Department personnel for the purpose of filming and recording a reality television series depicting the daily activities of the men and women of the Department, while on and off duty, including the custody, patrol, detective bureau and specialty divisions of the Department, and shall seek to profile criminal intervention within the Department.

With regard to Scott Sternberg Productions, Inc., the County will provide access to the Los Angeles Sheriff's Academy, its cadets and training officers, as well as classrooms,

field work and training for the purpose of filming a reality television series depicting the Los Angeles Sheriff's Academy.

The television rights, which will be granted to each Producer, includes the rights to exhibit the series on free, pay or subscription television. The grant of rights specifically prohibits any merchandising rights in the property.

Security Controls

All access to the Department's personnel, facilities and investigations are subject to prior approval and sole and absolute discretion of the Department. The Department will allow the Producers to observe Department employees performing their usual duties (subject to the employee's consent and execution of appropriate releases), provided that recording does not interfere, whatsoever, with the performance of the duties of Department personnel. The Producers are required to comply with all instructions of County personnel. The Department has the right to prohibit any employee or agent of the Producer from filming or participating in the production and limit the number of employees. The Producers also agree not to air or distribute any of the film until any associated criminal case has been completed or identification of criminals and officers are blurred.

Privacy Controls

The Producers are solely responsible for and must obtain consent, release and permission from all non-County employees to be interviewed, utilized or portrayed in the production, and agree that County employees will not be involved in obtaining any form of consent from non-County employees. The Producers each indemnify the County against all expenses related to any claims related to failure to obtain such releases.

The Producers are prohibited from accompanying, or requesting to accompany, deputies into areas that are not accessible to the public, including areas where deputies gain access by virtue of their authority as peach officers, including homes, ambulances, private businesses or private dwellings. Violation of this prohibition is cause for immediate termination of the contracts.

Creative Controls: The County will have the right to require the Producers to eliminate sensitive, privileged and confidential information, and information which may increase the risk to the County or may be in violation of any law or violate any individual's or County employee's rights. The Department will be provided with copies of videotapes of the programs at least fifteen (15) days before the program is scheduled to broadcast. The Department will have the sole discretion to require the Producer to delete any scenes which the County determines inaccurately depicts the Department or its

employees. The Producers agree not to derogatorily depict the County or the Department or their employees, officers and agents. In order to preserve the strength of the intellectual property and prevent its denigration or tarnishment, the Producer will use the intellectual property in accordance with the Department's guidelines.

Cost Controls: The Producer will create, develop and film the program at no cost to the County. If any costs (i.e., use of County facility) are incurred by the County, the Producer will pay the County the appropriate fees. The Producers are prohibited from requiring or requesting Department employees from performing any reconstructed scene, however, off-duty Department employees may provide verbal descriptions of the scenes subject to appropriate releases. Any technical or factual advice provided to the Producers by Department employees must be done on personal time, except for a technical and factual advisor who will be appointed with regard to use of the Department's property (e.g. badge, logos).

CONTRACTING PROCESS

As the proposed License Agreements do not constitute contracts for services or involve the purchase of goods or commodities, the customary Board-mandated provisions required in such agreements are not necessary in these instances.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The License Agreements will have no direct or significant impact on current services. The programs will be developed and made at no cost to the County. Successful television programming is anticipated to have a positive impact on the morale of County employees, particularly those in the Department, and may positively affect the Department's ongoing recruitment efforts.

Sincerely,

Lee Baca

LEROY D. BACA
SHERIFF

ACCESS AND LICENSE AGREEMENT

This agreement ("Agreement") dated as of July __, 2006 is entered into between the County of Los Angeles, a public government agency having a principal place of business at 4700 Ramona Boulevard, Monterey Park, California 91754 (hereinafter referred to as "County") and 44 Blue Productions, Inc., a California corporation having a principal place of business at 4040 Vineland Avenue, Studio City, California 91604 (hereinafter referred to as "Producer"). This Agreement shall be effective upon the later of full execution of this Agreement and the date the Agreement is approved and executed by the County of Los Angeles Board of Supervisors ("Board of Supervisors").

This Agreement is entered into upon the following set of facts:

RECITALS

1. Through the Los Angeles County Sheriff's Department ("LASD"), County maintains one of the largest, most sophisticated and highly-regarded law enforcement agencies in the world.

2. Producer is interested in developing and producing a reality, non-scripted half hour (1/2) television series ("Series") currently entitled "The Assignment" for exhibition on pay and/or cable television. The Series shall depict various divisions and stations of the LASD and shall seek to profile criminal intervention within the LASD. Producer intends to film the daily activities of the men and women of the LASD while on duty and off duty officers which shall include custody, patrol, detective bureau and specialized divisions. The initial television episode ("Episode") and any additional Episodes produced pursuant to this Agreement shall be collectively referred to as the "Series."

3. In order to develop and produce the Series, Producer is seeking (i) access (the "Access Rights") on a non-exclusive basis to various divisions of the LASD as more specifically set forth in Paragraph 4 below and (ii) a non-exclusive license ("License") to film and record certain property, intellectual property and trademarks owned and/or controlled by the County as set forth in Exhibit A attached to this Agreement and incorporated into this Agreement by this reference (collectively the "Property") for use in the Series only. The Access Rights and the License are sometimes referred to collectively in this Agreement as the "Rights." For the avoidance of doubt, the County grants no merchandising rights in the Property.

4. County has developed and created rights in the Property and has secured copyright, trademark and service mark registrations in the United States for some of the items listed as Property on Exhibit A. Exhibit A is not an exhaustive list of all property, intellectual property and/or trademarks owned and/or controlled by the County.

County has and will continue to police, monitor, and regulate the use of its Property to retain the integrity and strength of its Property and to ensure the favorable and positive identification of the Property and County and the LASD, whether or not such Property has been registered.

5. County believes that a high quality television production such as contemplated by Producer under this Agreement can serve to further enhance its image and to promote the LASD's core values (hereinafter referred to as the "Core Values") which are attached to this Agreement as Exhibit B and incorporated into this Agreement by this reference.

6. Producer believes it would be to its advantage to facilitate the production of a high quality, credible television series portraying the LASD.

7. County would like to grant Access Rights and the License to the Property to Producer on a non-exclusive basis in exchange for compensation and the other promises contained in this Agreement; and

For good and valuable consideration and in further consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. OPTION

(a) In consideration of the Producer developing a reality series depicting the LASD, County grants to Producer the option ("Option") to license the Rights for use in the development, production and exhibition of a reality television series for exhibition on pay and/or cable on a non-exclusive basis commencing on the date above and continuing thereafter for a period of six (6) months ("Option Period") after the County of Los Angeles Board of Supervisors approves this Agreement, if ever. The first season shall commence on the first day of principal photography of the pilot/presentation and/or episode of the Series and continue thereafter for a period of one (1) year ("First Season"). Each subsequent season of the Series, if any, will commence on the expiration of the immediately preceding season and continue thereafter for a period of one (1) year. The Option will be extended automatically for up to sixty (60) days during any period during which Producer is in substantial negotiations with a third party for the television license of the Series ("License Agreement") and/or to document the License Agreement. Prior to the expiration of the Option Period, Producer will provide the County with written notice of any pending negotiations with a third party for a License Agreement.

(b) Prior to the expiration of the Option Period, Producer may elect, in its sole discretion to exercise the Option for the First Season upon written notice to the County and by payment to County of the amounts set forth in paragraph 2 below. At such time, Producer shall provide County with written notice of the production schedule for

the First Season. Producer shall provide County with the production schedule for each subsequent season of the Series, if any, no later than ninety (90) days prior to the commencement of production of the applicable season.

(c) County and Producer acknowledge that other groups, corporations, persons, businesses, or entities may wish to license the Rights. Notwithstanding anything contained in this Agreement, County, in its sole and exclusive discretion, may grant rights and additional licenses of any type to any other group, corporation, business, person, or organization, including but not limited to, non-profit organizations, in the Rights.

(d) All rights not specifically and clearly granted in this Agreement by County are reserved by County.

2. SERIES FEES/ PROFIT PARTICIPATION

(a) Series Fees: On or before the expiration of the Option, but in no event later than commencement of principal photography of any Episode of the Series, Producer, in its sole discretion, may elect to exercise the Option by payment to County in an amount equal to five percent (5%) of the license fee Producer receives and/or is entitled to for the production of any Episode based upon the LASD and/or the Access Rights and/or the Property. Such payment to be made in accordance with the payment schedule Producer receives from the network. Following execution of the License Agreement between Producer and the network, Producer shall submit documentation to the County evidencing the license fee payable to Producer pursuant to the license agreement.

(b) Profit Participation: County shall be entitled to receive an amount equal Ten Percent (10%) of One Hundred Percent (100%) of Producer's profit participation in the Series, which shall include exploitation of the Series from any and all sources in the universe in perpetuity. The profit participation definition accorded County shall be no less favorable than that accorded any other participant, including but not limited to, Producer.

3. ATTORNEYS' FEES AND COSTS:

Producer agrees to reimburse County for its legal costs and fees incurred in the negotiation and/or preparation of this Agreement provided that such costs and fees shall not exceed Five Thousand ~~Five Hundred~~ Dollars ($5,000). Such fees and costs shall be payable upon full execution of this Agreement.

4. THE SERIES: ACCESS RIGHTS/APPROVALS/CONTROLS

(a) In exchange for the consideration and other promises set forth in this Agreement, County agrees to grant "Access Rights" on a- non exclusive basis to Producer to the LASD. The "Access Rights" are defined as access to the LASD's officers for the purpose of filming and recording general activity and/or current events involving the LASD, provided that all access to LASD personnel, facilities and investigations shall be subject to the prior approval of the LASD. Producer's production crews and personnel shall be permitted to ride in County vehicles alongside LASD personnel subject to the approval of the LASD and the discretion and authority of the LASD while riding in such vehicles. Producer shall be prohibited from filming and/or recording any activity (either inside or outside) of the County's custodial facilities and/or interviewing County employees and/or third parties regarding the County's custodial facilities, including but not limited to, inmates and/or conditions as part of this Series. In the event Producer violates the provisions of this paragraph, Producer shall have the obligation to submit such footage/recordings and/or other information to County and destroy all copies of such footage/recording and/or other information in Producer's possession.

(b) LASD shall provide Producer with introductions to and/or contact details of persons involved with the LASD, for the purpose of arranging and recording material and conducting interviews to be included in the Series, including but not limited to, permission on behalf of the LASD to interview personnel employed by LASD, subject to Producer obtaining all necessary releases for such persons, in a form approved by the County, in its sole discretion. In order to establish an efficient line of communication between the LASD staff and the Producer's production staff working on site from time to time, the LASD will designate appropriate LASD staff members through whom all questions, requests for assistance and all other communications must be made by way of example, (a) relative to all LASD investigations, or (b) for scheduling, site surveys or tracking.

(c) LASD agrees to allow Producers to observe LASD performing their usual and customary duties, (subject to LASD's personnel's consent to participate and/or appear in the Series), for reasonable periods of time, for the purpose of taking part in recordings at such times and locations approved by the LASD, in the LASD's sole and absolute discretion, including recordings at the LASD premises, riding in LASD vehicles and at various locations within the Los Angeles area, all as reasonably requested by Producer and approved by the LASD, but provided that same do not interfere whatsoever with the performance of the duties of the LASD employees.

(d) Producer shall be solely responsible for and shall obtain the written consent, release and permission from all non-County employees to be interviewed, utilized, portrayed or otherwise participate in the Series. Any authorization/consent obtained from a person being filmed and/or recorded by Producer is solely an agreement between such person and Producer. County personnel shall not be involved in obtaining any form of consent on behalf of Producer and shall conduct only tasks directly related to his/her normal law endorsement duties. Producer hereby

indemnifies the County from and against all claims asserted against the County and/or the LASD and expenses relating to such claims, including without limitation, reasonable attorneys' fees, arising from any failure by Producer to so obtain such necessary releases, permissions and consent. Producer shall provide County with copies of all consents/releases obtained by Producer pursuant to this Agreement prior to commencement of principal photography for each program.

(e) Producer's employees, agents and independent contractors, including but not limited to, Producer's camera crew which accompany LASD deputies for purposes of filming the Series, are prohibited from accompanying such deputies and/or requesting permission to accompany such deputies into areas that are not accessible to the public, including but not limited to, areas wherein LASD deputies gain access due to their authority as peace officers, including but not limited to, homes, ambulances, private businesses and private dwellings. Producer's breach of this paragraph shall constitute a material breach of this Agreement and County may elect, in its sole discretion, to immediately terminate this Agreement based upon such material breach.

(f) Producer will not require and/or request the LASD and/or any of its departments to perform any reconstructed scene for the purpose of production of the Series, provided that off-duty LASD offers may provide verbal descriptions of the scenes subject to Producer obtaining the appropriate releases as set forth in this Agreement. All filming and recording will be done as LASD personnel are performing their usual and customary duties and responsibilities; Producer accepts and acknowledges that it may not, during the course of production of the Series, put the LASD and/or the County to any expense that would not ordinarily occur in the normal operations of the LASD.

(g) Producer accepts and acknowledges that in order to protect the integrity of LASD's work and to maintain the safety of LASD personnel, the public and Producer's personnel, Producer will comply with all instructions of the LASD, the County and/or its personnel.

(h) At the County's and/or the Board of Supervisor's request which may be made at any time, Producer and the network agree to eliminate sensitive, privileged and/or confidential information and/or footage and/or recordings, including but not limited to, investigative techniques and/or information/scenes depicting operations which County believes, in its sole discretion, may jeopardize or interfere with the LASD's effectiveness, operations and/or mission and/or which may increase the risk of liability or injury to the County or be in violation of any law and/or violate individuals' and County employees' rights.

(i) Producer may use the Property only in cases where the Property is filmed and/or recorded incidental to and for inclusion in the Series. For example, Producer may film a scene which depicts the LASD's logo and/or star on County vehicles but

Producer may not place a LASD logo and/or reconstruct a scene in order to obtain footage of Property owned/controlled by the County. Producer may not create, manufacture and/or sell any merchandise utilizing and/or based on the Property.

(j) The Series shall not derogatorily depict the County and/or the LASD and/or their respective employees, officers and agents.

(k) Fifteen (15) business days prior to broadcast of any Episode of the Series, Producer will submit four (4) copies of the videotape of the applicable Episode to County for inspection, review and final approval. At the County's and/or the Board of Supervisor's request, Producer and the network shall eliminate, edit and/or revise any information, footage and/or recording contained within such Episode(s) (i) which are determined by the County and/or the Board of Supervisors to contain sensitive, privileged and/or confidential information, including but not limited to, investigative techniques and/or operations and/or (ii) which the County and/or the Board of Supervisors believes, in its sole discretion, may jeopardize or interfere with the LASD's effectiveness, operations and/or mission and/or which may increase the risk of liability or injury to the County or be in violation of any law and/or violate individuals' and County employees' rights. Producer's failure to comply with the terms of this subparagraph shall be deemed a material breach of this Agreement. All footage/film stock and/or recordings obtained by Producer pursuant to this Agreement that are not approved by the County and/or the Board of Supervisors pursuant to this paragraph shall be destroyed within seven (7) days of the County's final determination requiring Producer and/or the network to eliminate such footage and/or recordings from the Series pursuant to this paragraph. Additionally, all unused footage and/or recordings which are obtained by Producer pursuant to this Agreement shall be destroyed within seven (7) days of final editing.

(l) For security purposes, prior to principal photography of any program of the Series, Producer shall submit the name and information regarding any of its employees, agents and/or independent contractors involved in the filming of such program. County and/or LASD shall have the sole and absolute discretion to prohibit any employee/agent of Producer from filming and/or participating in the production of any program. Producer shall limit the number of persons involved in filming any program to an amount determined to be appropriate by LASD on the particular incident.

(m) LASD will appoint an employee to advise/consult with Producer regarding the use of the Property (not technical advice) in the Series to ensure compliance with the terms of this Agreement, including but not limited to, compliance with the LASD's usage guidelines for the Property.

(n) The County through the District Attorney's Office and/or other governmental agencies may subpoena and/or request copies of any program of the Series for use in

legal or administrative proceedings. Producer agrees to cooperate with all such subpoenas and/or requests.

(o) Producers understand that the activities which they are filming are part of a law enforcement investigation and may be prosecuted by the County District Attorney. In order to preserve the integrity of the investigations and prosecutions, Producer agrees to not air or distribute any of the film until the criminal case has been completed or unless otherwise agreed to in writing by the District Attorney unless the criminal's and/or the officer's identities are blurred.

(p) Producer shall cause all of its employees, independent contractors and/or representatives to sign written agreements prohibiting such persons from using, disclosing, publishing and/or disseminating any and all information, footage and/or recordings obtained by Producer pursuant to this Agreement by any means in any manner, for profit or otherwise, to any person or entity, including without limitation, newspapers, periodicals, magazines, publications, television stations, radio stations, publishers, internet and any other enterprise involved in the print or electronic media, whether now known or later created, including individuals working directly or indirectly for or on behalf of any of said entities without the express prior written consent of County in each and every case. If Producer becomes legally compelled by court order to disclose any information, footage and/or recordings obtained by Producer pursuant to this Agreement, Producer will give County prompt prior written notice, and take appropriate action to avoid disclosure, and seek a protective order or other appropriate remedy in court. In the event that a protective order or other remedy is not obtained, Producer will furnish only that information that is legally compelled and necessary to disclose to a party requiring disclosure on written advice of the County's attorneys.

5. NO COST TO COUNTY

Producer agrees that the Series shall be created, developed, filmed, advertised, publicized, and exploited at no cost or expense to County, other than the County employee designated to provide approvals on behalf of the County as set forth in Paragraph 4, above. Any technical/factual advice provided to Producer by any employee/ member of the County must be done on personal time; not on County time; provided however it is anticipated the Series will include real time activities of the Sheriff's department and the County authorizes its personnel to participate as required by Producer. County makes no representations and/or warranties with respect to the technical advice provided by any employees and/or representatives of County and assumes no liability for the use of such advice by Producer. If any County facility and/or other property and/or other resources (other than those specified in this Agreement) are used for filming the Series, the County should be appropriately and promptly compensated as agreed by the parties.

6. OWNERSHIP OF PROPERTY

(a) Producer agrees that it does not have the right to use the Rights on or in connection with any products or goods of any kind, whether or not such products or goods are depicted in and/or related to the Series and/or in advertising and marketing related to the Series except as incorporated in the Series as part of its exhibition and its promotion and advertising of the Series.

(b) Producer acknowledges that nothing in this Agreement shall give any member, companies, persons, groups, organizations, businesses, other corporations, entities, or individuals of Producer the right to use the Rights except as to the exhibition of the Series and its promotion and advertising.

(c) Producer agrees that it does not have the right to apply for trademark and/or copyright registrations of the Property and that existing applications or registrations for the Property, if any, shall be assigned to County at Producer's expense.

(d) Producer will include appropriate trademark and copyright notices on the Series, as directed by County.

7. REPRESENTATIONS AND WARRANTIES

(a) Producer represents and warrants that the Series will be a high quality reality television program which promotes the LASD's Core Values.

(b) Producer represents and warrants that the Rights will be not be used to endorse either directly or indirectly any product or service of Producer and/or any third party and that the Property and Access Rights will be used consistent with the terms of this Agreement and subject to County's approval.

(c) Producer represents and warrants that it will do nothing inconsistent with County's ownership of the Property or in denigration or tarnishment neither the Property nor of County, and agrees that all use of the Property by Producer shall inure to the benefit of County.

8. LASD OFFICIAL BADGE

Producer is and/or is deemed to be aware of the laws and penalties regarding use of the LASD's badge and agrees not to use the LASD's official badge in the Series except as approved by the County. Specifically, Producer has been made aware of California Penal Code Sections 538d and 538e and County of Los Angeles Code Sections 5.64.310 & 5.64.350 regarding inappropriate use of authorized badges. A copy of these codes are attached to this Agreement as Exhibit D and incorporated into this Agreement by this reference. Producer agrees to use its best efforts to protect the misuse of any

badge which resembles the LASD's official badge by Producer and/or any third parties, including but not limited to, the display of a badge which resembles the LASD's official badge in a manner which would tend to indicate an official sponsorship by or association with the LASD and/or reasonably confuse the public as to the relationship between the LASD and the user of the badge. Producer will take all necessary precautions to insure the proper and appropriate use of the badge resembling the LASD's badge; it will do nothing inconsistent with the ownership or in denigration or tarnishment of LASD's Property, name or reputation.

9. INFRINGEMENT AND ACTIONS BY THIRD PARTIES

(a) Producer agrees to notify County of any unauthorized use of the Property by third parties promptly upon Producer's notice of such use. County shall have the sole and exclusive right to bring actions of any type, including but not limited to, infringement or unfair competition proceedings involving the Property, and the Producer agrees to cooperate fully with County and to use its best efforts to stop the use of the Property by third parties. Any and all damage awards and/or settlement agreements reached as a result of such action shall be the sole and exclusive property of County, or where appropriate, to be divided between the parties in an equitable manner.

(b) Producer shall not directly or indirectly register or attempt in any country, state or territory to register as a trademark and/or copyright of the Property, or any word, name, symbol or design which is so similar thereto as to suggest some association with or sponsorship by County. In the event of the breach of the foregoing provision, Producer shall, at its expense and at the request of County, immediately terminate the unauthorized registration activity in question and promptly execute and deliver, or cause to be delivered, to County such assignments and other documents as it may require to effectuate the assignment to County of all rights to the registrations or applications involved.

10. REVERSION

(a) If Producer exercises the Option and has not produced a pilot/presentation and/or first episode for the Series within one (1) year from the date the Option was exercised, all Rights in and to the Property shall revert to County at such time.

(b) If Producer exercises the Option and provided Producer produces a pilot/presentation and/or first episode for the Series and does not resume full production of the Series episodes within six (6) months following the date the Option was exercised, all Rights in and to the Property shall revert to County at such time.

(c) If Producer produces thirteen (13) or fewer episodes (including the pilot/presentation) of the Series within two (2) years from the date on which the Option was exercised, all Rights in and to the Property shall revert to County the earlier of one (1) year following the initial broadcast of the last episode produced, if ever, and two (2) years from the date of this Agreement, whichever is longer.

(d) If Producer produces thirteen (13) or more episodes (including the pilot/presentation) of the Series and thereafter production of the Series stops at any time, all Rights shall revert to the County within one (1) year from the last date of production on the last episode of the Series.

(e) Notwithstanding any reversion of the Rights pursuant to Paragraphs 10 and 11, Producer shall retain the right to exploit the then-existing/produced programming based on the Rights in pay or cable television in perpetuity including its publicity and advertising.

11. TERMINATION

(a) Upon completion of the First Season of the Series and each subsequent season of the Series thereafter, if any, the County of Los Angeles Board of Supervisors and/or the County shall have the right to terminate this Agreement. If the Board of Supervisors approves the development and production of one or more subsequent seasons of the Series, the terms and conditions of this Agreement shall apply to such subsequent season of the Series.

(b) Notwithstanding any other provision of this Agreement, and in addition to other rights and remedies of County, this Agreement shall automatically terminate and all Rights granted hereunder shall revert to County, if at any time Producer ceases doing business, becomes insolvent, files a petition in bankruptcy or insolvency, or makes any assignment, transfer, encumbrance, or conveyance of the Property for the benefit of creditors. In the event this Agreement is terminated, Producer shall retain the right to exploit the then existing programming based on the Property in perpetuity.

(c) If the Agreement is terminated by either party, for any reason, Producer shall immediately cease, upon the 10th day after receipt via mail, fax (confirmed by mail), or personal delivery of written notice, any and all use of the Property and confusingly similar marks and refrain from making any further reference to the Property, direct or indirect. The parties expressly acknowledge that should Producer and County end their affiliation or association for whatever reason, County in its sole, exclusive, unrestricted, and unfettered discretion may terminate the license and shall retain any and all rights in the Property.

12. INTERPRETATION OF AGREEMENT

This Agreement will be interpreted according to the laws of the State of California regardless of its or any other jurisdiction's laws concerning choice of law principles.

13. INDEMNIFICATION

Producer will indemnify County and County's officers, directors, employees, partners, agents, attorneys, successors, assigns, parents, subsidiaries, parent company and affiliated companies against any claims, costs, lawsuits, liabilities, damages, expenses or losses, including reasonable attorneys' fees and all reasonable actual related costs (collectively "Claims"), for damages of any nature whatever, including but not limited to bodily injury, death, personal injury, invasion of privacy, trespass, property damage, defamation or any other personal injury and/or guild/labor union claims arising from or in connection with Producer's development, production, exploitation and exhibition of the Series and/or Producer's and/or its employees breach of this Agreement and/or Producer's breach of any representations or warranties set forth in this Agreement. Notwithstanding anything contained herein, the County Counsel of Los Angeles will have the exclusive right to choose the counsel to represent the County and/or the County's officers, directors, employees, partners, agents, attorneys, successors, assigns, parents, subsidiaries, and affiliated entities in connections with such Claims.

14. INSURANCE

Producer agrees to maintain at all times during the term of this Agreement general liability and errors and omissions insurance coverage, and said general liability and errors and omissions insurance policies shall specifically name County as an additional named insured. The general liability and errors and omissions insurance policies shall be in the amount of at least $2 million per occurrence and $5 million in the aggregate. Producer must provide certificate of proof of said insurance in writing fifteen (15) business days prior to any airing of the pilot/presentation and/or first episode of the Series. Any failure of Producer to maintain the general liability and errors and omissions insurance policies referred to in this Agreement shall constitute a material breach of this Agreement and County may immediately terminate or suspend this Agreement, with or without notice, upon any lapse or failure to maintain insurance.

15. FORCE MAJEURE

The option period and all periods specified in Paragraph 10 above shall be extended upon written notice by Producer by a period of time equal to any event of force majeure which shall interrupt, delay or otherwise materially interfere with the development, pre-production and production of the Series (including, without limitations, any strikes, walkouts, lockouts, or other labor unrest in the entertainment industry) provided such extension for force majeure shall not exceed six (6) months.

16. ASSIGNMENT

This Agreement may not be assigned by the Producer except with the prior written consent of the County except to a network licensing the Series.

17. NOTICES

Any notices, approvals, payments or other communications required or permitted to be given or delivered under this Agreement shall, unless otherwise specifically provided, be in writing and shall be delivered personally, transmitted by telecopier, or, sent by registered mail, return receipt requested, postage prepaid, to the parties at their respective addresses appearing herein, or at such other addresses as either party may from time to time designate to the other in writing. Any notice, approval, payment or communication so given shall be deemed to have been received on the date on which it is delivered, on the day transmitted if by telecopier/fax (provided the sending party must maintain a record of confirmation that the notice was received), or, if mailed, on the fifth business day next following the mailing thereof. Any such notice shall be sent to the parties at the following addresses:

To County:

Los Angeles County Sheriff's Department
Headquarters Bureau
4700 Ramona Boulevard
Monterey Park, California 91754
Attention Captain of Sheriff's Headquarters Bureau
Facsimile: (323) 267-6625

Courtesy copy:

Skrzyniarz & Mallean
9601 Wilshire Boulevard
Suite 650
Beverly Hills, CA 90210
Attention: William J. Skrzyniarz
Facsimile: (310) 786-8878

To Producer:

44 Blue Productions, Inc.
4040 Vineland Avenue
Studio City, CA 91604
Attention: Stuart Zwagil

Facsimile: (818) 760-1509
Telephone: (818) 760-4442

18. CORE VALUE STATEMENTS

Producer shall list the Core Values on screen in the end titles, on a separate, fixed and legible card (e.g., the text must be sufficient in size and duration to be legible to the viewer) on the pilot/presentation and each episode of the Series.

19. TITLES

The titles of the articles and paragraph headings contained in this Agreement are intended as conveniences for ready reference only and are not to be construed so as to define, limit or extend the scope of this Agreement.

20. NO RELATIONSHIP

This Agreement does not constitute a partnership or joint venture between County and Producer. The relationship between the parties under this Agreement is that of independent contractors. Producer shall have no right to obligate or bind County in any manner whatsoever.

21. MISCELLANEOUS

This Agreement may not be modified nor may any of its terms be waived except in writing signed by both parties. This Agreement and the Exhibits attached to it are the final and complete expression of the agreement between the parties and supersede any and all prior and contemporaneous agreements and understandings relating to the subject matter of this Agreement, whether implied or express and/or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year above written.

COUNTY OF LOS ANGELES

Date:_____

_____
Chairman, Board of Supervisors

44 BLUE PRODUCTIONS, INC.

Date: 7/27/06

_____
Name:

Title: VP Production

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Date:_____ By: _____
Leroy D. Baca, Sheriff

Executive Officer-Clerk of
The Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

County Counsel

By: _____
Deputy

EXHIBIT A

Los Angeles County Sheriff's Department Property/
Intellectual Property/Trademarks

TRADEMARKS:

Description	Serial #	Registration #
1. Sheriff's Star	70209125	2627597
2. 1850 Sheriff's Star	76209104	2607071
3. Los Angeles County Sheriff's Department	Trademark registration pending	
4. Uniform patch logo	Trademark registration pending	
5. A Tradition of Service	Trademark registration pending	

COPYRIGHTS:

Description	Registration #
1. Los Angeles County Department flag	Vau-546-918

OTHER PROPERTY:

1. Car Bumper Sticker "How are we doing...Call 1(800) 688-8255."

2. Car Bumper Sticker "Now Hiring Be a Star Los Angeles County Sheriff's Department 1(800) A DEPUTY."

3. Los Angeles County Sheriff's Department insignias.

4. Los Angeles County Sheriff's Department official uniforms.

EXHIBIT B

Los Angeles County Sheriff's Department

Core Values

As a leader in the Los Angeles County Sheriff's Department,
I commit myself to honorably perform my duties with
respect for the dignity of all people,
integrity to do right and fight wrongs,
wisdom to apply common sense and fairness in all I do and
courage to stand against racism, sexism, anti-Semitism,
homophobia and bigotry in all its forms.

EXHIBIT C

SHERIFF'S STAR

Always use the Sheriff's Star and the 1850 Sheriff's Star (collectively "Star") in an approved form. The Star should always be presented in the recommended style as shown in EXHIBIT "D." Changes or alterations in the Star are not allowed. Any variation must be cleared through the Los Angeles County Sheriff's Department, Headquarters Bureau.

In general, the trademark symbol, "tm", must be used with every occurrence of the logo. Also, the "tm" symbol should be used in the lower right hand corner of the Star. When the Star is used, it should be included in a footnote, if possible, that LASD is the owner of the trademark and the use of the subject mark may only be granted by license.

Placement Requirements

A minimum amount of empty space must be left between the Star and any other object such as type, photography, borders, edges, etc. The required area must be ½ x where "x" equals the height of the symbol when it is used by itself.

You may not combine the Star with any other feature including, but not limited to, other logos, words, graphics, photos, slogans, numbers, design features or symbols.

Color Treatment

The preferred color treatment for the Star is the four-colored application. This treatment used the color gold for the 6 tips of the star, the color blue for the circle incorporating the wording SHERIFF LOS ANGELES COUNTY, the color beige for the interior of the circle, and the color gray-blue for the depiction of the bear. If examples of the preferred color treatment are desired, please contact LASD, Headquarters Bureau.

One-Color Applications

The Star may also appear in one-color applications. All black is the preferred color. However, any color that provides sufficient contrast with the background is acceptable.

The usage guidelines continue on the attached pages 5 and 6 of the LASD's "*Organizational Identity Manual*, 2002", to the extent they apply to the Series.

EXHIBIT D

COUNTY OF LOS ANGLES CODE SECTIONS

ACCESS AND LICENSE AGREEMENT

This agreement ("Agreement") dated as of July_____, 2006 is entered into between the County of Los Angeles, a public government agency having a principal place of business at 4700 Ramona Boulevard, Monterey Park, California 91754 (hereinafter referred to as "County") and Scott Sternberg Productions, Inc., a California corporation having a principal place of business at Raleigh Studios, 5254 Melrose Avenue, Design Center #401, Los Angeles, California 90038 (hereinafter referred to as "Producer"). This Agreement shall be effective upon the later of full execution of this Agreement and the date the Agreement is approved and executed by the County of Los Angeles Board of Supervisors ("Board of Supervisors").

This Agreement is entered into upon the following set of facts:

RECITALS

1. Through the Los Angeles County Sheriff's Department ("LASD"), County maintains one of the largest, most sophisticated and highly-regarded law enforcement agencies in the world.

2. Producer is interested in developing and producing a reality, non-scripted a half hour (1/2) television series ("Series") currently entitled "The Academy" for exhibition on free, pay and/or cable television. The Series shall follow a number of cadets to be chosen from the 90 member training class of the Los Angeles Sheriff's Academy. Producer intends to interview these cadets about their background and film them as they are sworn into the LASD and follow them through the complicated process of becoming a deputy sheriff for the LASD. The Series shall depict the cadets' classroom, weapon and driving training, among other things. The initial television episode ("Episode") and any additional Episodes produced pursuant to this Agreement shall be collectively referred to as the "Series."

3. In order to develop and produce the Series, Producer is seeking (i) access (the "Access Rights") on a non-exclusive basis to the Sheriff's Academy, the cadets, and the training officers as more specifically set forth in Paragraph 4 below and (ii) a non-exclusive license ("License") to film and record certain property, intellectual property and trademarks owned and/or controlled by the County as set forth in Exhibit A attached to this Agreement and incorporated into this Agreement by this reference (collectively the "Property") for use in the Series only. The Access Rights and the License are sometimes referred to collectively in this Agreement as the "Rights." For the avoidance of doubt, the County grants no merchandising rights in the Property.

4. County has developed and created rights in the Property and has secured copyright, trademark and service mark registrations in the United States for some of the

items listed as Property on Exhibit A. Exhibit A is not an exhaustive list of all property, intellectual property and/or trademarks owned and/or controlled by the County. County has and will continue to police, monitor, and regulate the use of its Property to retain the integrity and strength of its Property and to ensure the favorable and positive identification of the Property and County and the LASD, whether or not such Property has been registered.

5. County believes that a high quality television production such as contemplated by Producer under this Agreement can serve to further enhance its image and to promote the LASD's core values (hereinafter referred to as the "Core Values") which are attached to this Agreement as Exhibit B and incorporated into this Agreement by this reference.

6. Producer believes it would be to its advantage to facilitate the production of a high quality, credible television series portraying the LASD.

7. County would like to grant Access Rights and the License to the Property to Producer on a non-exclusive basis in exchange for compensation and the other promises contained in this Agreement; and

For good and valuable consideration and in further consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. OPTION/EXERCISE OF OPTION

(a) In consideration of the Producer developing a reality series depicting the LASD, County grants to Producer the option ("Option") to license the Rights for use in the development, production and exhibition of a reality television series for exhibition on free, pay and/or cable on a non-exclusive basis commencing on the date above and continuing thereafter for a period of six (6) months ("Option Period") after the County of Los Angeles Board of Supervisors approves this Agreement, if ever. The first season shall commence on the first day of principal photography of the pilot/presentation and/or episode of the Series and continue thereafter for a period of one (1) year ("First Season"). Each subsequent season of the Series, if any, will commence on the expiration of the immediately preceding season and continue thereafter for a period of one (1) year. The Option will be extended automatically for up to sixty (60) days during any period during which Producer is in substantial negotiations with a third party for the television license of the Series ("License Agreement") and/or to document the License Agreement. Prior to the expiration of the Option Period, Producer will provide the County with written notice of any pending negotiations with a third party for a License Agreement.

(b) Prior to the expiration of the Option Period, Producer may elect, in its sole discretion to exercise the Option for the First Season upon written notice to the County and by payment to County of the amounts set forth in paragraph 2 below. At such

time, Producer shall provide County with written notice of the production schedule for the First Season. Producer shall provide County with the production schedule for each subsequent season of the Series, if any, no later than ninety (90) days prior to the commencement of production of the applicable season.

(c) County and Producer acknowledge that other groups, corporations, persons, businesses, or entities may wish to license the Rights. Notwithstanding anything contained in this Agreement, County, in its sole and exclusive discretion, may grant rights and additional licenses of any type to any other group, corporation, business, person, or organization, including but not limited to, non-profit organizations, in the Rights.

(d) All rights not specifically and clearly granted in this Agreement by County are reserved by County.

2. SERIES FEES/PROFIT PARTICIPATION

(a) Series Fees: On or before the expiration of the Option, but in no event later than commencement of principal photography of any Episode of the Series, Producer, in its sole discretion, may elect to exercise the Option by payment to County in an amount equal to five percent (5%) of the license fee Producer receives and/or is entitled to for the production of any Episode based upon the LASD and/or the Access Rights and/or the Property. Such payment to be made in accordance with the payment schedule Producer receives from the network. Following execution of the License Agreement between Producer and the network, Producer shall submit documentation to the County evidencing the license fee payable to Producer pursuant to the license agreement.

(b) Profit Participation: Profit Participation: County shall be entitled to receive an amount equal Ten Percent (10%) of One Hundred Percent (100%) of Producer's profit participation in the Series, which shall include exploitation of the Series from any and all sources in the universe in perpetuity. The profit participation definition accorded County shall be no less favorable than that accorded any other participant, including but not limited to, Producer. .

3. ATTORNEYS' FEES AND COSTS:

Producer agrees to reimburse County for its legal costs and fees incurred in the negotiation and/or preparation of this Agreement provided that such costs and fees shall not exceed Five Thousand ~~Five Hundred~~ Dollars ($5,000). Such fees and costs shall be payable upon full execution of this Agreement.

4. THE SERIES: ACCESS RIGHTS/APPROVALS/CONTROLS

(a) In exchange for the consideration and other promises set forth in this Agreement, County agrees to grant "Access Rights" on a- non exclusive basis to Producer to the LASD. The "Access Rights" are defined as access to the Los Angeles Sheriff's Academy, its cadets, training officers as well as the classrooms, field work and training of the cadets for the purpose of filming and recording the Sheriff's Academy, provided that all access to LASD personnel, facilities and investigations shall be subject to the prior approval of the LASD. Producer's production crews and personnel shall be permitted to ride in County vehicles alongside the cadets and training officers during training subject to the approval of the LASD and the discretion and authority of the LASD while riding in such vehicles. Producer shall be prohibited from filming and/or recording any activity (either inside or outside) of the County's custodial facilities and/or interviewing County employees and/or third parties regarding the County's custodial facilities, including but not limited to, inmates and/or conditions as part of this Series. In the event Producer violates the provisions of this paragraph, Producer shall have the obligation to submit such footage/recordings and/or other information to County and destroy all copies of such footage/recording and/or other information in Producer's possession.

(b) LASD shall provide Producer with introductions to and/or contact details of persons involved with the Sheriff's Academy, for the purpose of arranging and recording material and conducting interviews to be included in the Series, including but not limited to, permission on behalf of the LASD to interview personnel employed by LASD, subject to Producer obtaining all necessary releases for such persons, in a form approved by the County, in its sole discretion. In order to establish an efficient line of communication between the LASD staff and the Producer's production staff working on site from time to time, the LASD will designate appropriate Sheriff Academy employees through whom all questions, requests for assistance and all other communications must be made by way of example, (a) relative to all cadet training, or (b) for scheduling, interviews and/or filming.

(c) LASD agrees to allow Producers to observe the Sheriff's Academy cadets and training officers during training, (subject to LASD's personnel's consent to participate and/or appear in the Series), for reasonable periods of time, for the purpose of taking part in recordings at such times and locations approved by the LASD, in the LASD's sole and absolute discretion, including recordings at LASD premises, riding in LASD vehicles and at various locations within the Los Angeles area, all as reasonably requested by Producer and approved by the LASD, but provided that same do not interfere whatsoever with the performance of the duties of the training officers and cadets and/or LASD employees.

(d) Producer shall be solely responsible for and shall obtain the written consent, release and permission from all non-County employees to be interviewed, utilized, portrayed or otherwise participate in the Series. Any authorization/consent obtained from a person being filmed and/or recorded by Producer is solely an

agreement between such person and Producer. County personnel shall not be involved in obtaining any form of consent on behalf of Producer and shall conduct only tasks directly related to his/her normal law endorsement duties and/or training. Producer hereby indemnifies the County from and against all claims asserted against the County and/or the LASD and expenses relating to such claims, including without limitation, reasonable attorneys' fees, arising from any failure by Producer to so obtain such necessary releases, permissions and consent. Producer shall provide County with copies of all consents/releases obtained by Producer pursuant to this Agreement prior to commencement of principal photography for each program.

(e) Producer's employees, agents and independent contractors, including but not limited to, Producer's camera crew which accompany LASD cadets, training officers and/or deputies for purposes of filming the Series, are prohibited from accompanying such deputies and/or requesting permission to accompany such persons into areas that are not accessible to the public, including but not limited to, areas wherein LASD deputies gain access due to their authority as peace officers, including but not limited to, homes, ambulances, private businesses and private dwellings. Producer's breach of this paragraph shall constitute a material breach of this Agreement and County may elect, in its sole discretion, to immediately terminate this Agreement based upon such material breach.

(f) Producer will not require and/or request the LASD and/or any of its departments to perform any reconstructed scene for the purpose of production of the Series, provided that off-duty LASD offers may provide verbal descriptions of the scenes subject to Producer obtaining the appropriate releases as set forth in this Agreement. All filming and recording will be done as LASD personnel including cadets and training officers are performing their usual and customary duties, responsibilities and training; Producer accepts and acknowledges that it may not, during the course of production of the Series, put the LASD and/or the County to any expense that would not ordinarily occur in the normal operations of the LASD.

(g) Producer accepts and acknowledges that in order to protect the integrity of LASD's work and to maintain the safety of LASD personnel, the public and Producer's personnel, Producer will comply with all instructions of the LASD, the County and/or its personnel.

(h) At the County's and/or the Board of Supervisor's request which may be made at any time, Producer and the network agree to eliminate sensitive, privileged and/or confidential information and/or footage and/or recordings, including but not limited to, investigative techniques and/or information/scenes depicting operations which County believes, in its sole discretion, may jeopardize or interfere with the LASD's effectiveness, operations and/or mission and/or which may increase the risk of liability or injury to the County or be in violation of any law and/or violate individuals' and County employees' rights.

(i) Producer may use the Property only in cases where the Property is filmed and/or recorded incidental to and for inclusion in the Series. For example, Producer may film a scene which depicts the LASD's logo and/or star on County vehicles but Producer may not place a LASD logo and/or reconstruct a scene in order to obtain footage of Property owned/controlled by the County. Producer may not create, manufacture and/or sell any merchandise utilizing and/or based on the Property.

(j) The Series shall not derogatorily depict the County and/or the LASD and/or their respective employees, officers and agents.

(k) Fifteen (15) business days prior to broadcast of any Episode of the Series, Producer will submit four (4) copies of the videotape of the applicable Episode to County for inspection, review and final approval. At the County's and/or the Board of Supervisor's request, Producer and the network shall eliminate, edit and/or revise any information, footage and/or recording contained within such Episode(s) (i) which are determined by the County and/or the Board of Supervisors to contain sensitive, privileged and/or confidential information, including but not limited to, investigative techniques and/or operations and/or (ii) which the County and/or the Board of Supervisors believes, in its sole discretion, may jeopardize or interfere with the LASD's effectiveness, operations and/or mission and/or which may increase the risk of liability or injury to the County or be in violation of any law and/or violate individuals' and County employees' rights. Producer's failure to comply with the terms of this subparagraph shall be deemed a material breach of this Agreement. All footage/film stock and/or recordings obtained by Producer pursuant to this Agreement that are not approved by the County and/or the Board of Supervisors pursuant to this paragraph shall be destroyed within seven (7) days of the County's final determination requiring Producer and/or the network to eliminate such footage and/or recordings from the Series pursuant to this paragraph. Additionally, all unused footage and/or recordings which are obtained by Producer pursuant to this Agreement shall be destroyed within seven (7) days of final editing.

(l) For security purposes, prior to principal photography of any program of the Series, Producer shall submit the name and information regarding any of its employees, agents and/or independent contractors involved in the filming of such program. County and/or LASD shall have the sole and absolute discretion to prohibit any employee/agent of Producer from filming and/or participating in the production of any program. Producer shall limit the number of persons involved in filming any program to an amount determined to be appropriate by LASD on the particular incident.

(m) LASD will appoint an employee to advise/consult with Producer regarding the use of the Property (not technical advice) in the Series to ensure compliance with the terms of this Agreement, including but not limited to, compliance with the LASD's usage guidelines for the Property.

(n) The County through the District Attorney's Office and/or other governmental agencies may subpoena and/or request copies of any program of the Series for use in legal or administrative proceedings. Producer agrees to cooperate with all such subpoenas and/or requests.

(o) Producer understands that the activities which they are filming are part of a law enforcement investigation and may be prosecuted by the County District Attorney. In order to preserve the integrity of the investigations and prosecutions, Producer agrees to not air or distribute any of the film until the criminal case has been completed or unless otherwise agreed to by the District Attorney in writing or the said criminals/LASD officers will be blurred.

(p) Producer shall cause all of its employees, independent contractors and/or representatives to sign written agreements prohibiting such persons from using,, disclosing, publishing and/or disseminating any all information, footage and/or recordings obtained by Producer pursuant to this Agreement by any means in any manner, for profit or otherwise, to any person or entity, including without limitation, newspapers, periodicals, magazines, publications, television stations, radio stations, publishers, internet and any other enterprise involved in the print or electronic media, whether now known or later created, including individuals working directly or indirectly for or on behalf of any of said entities without the express prior written consent of County in each and every case. If Producer becomes legally compelled by court order to disclose any information, footage and/or recordings obtained by Producer pursuant to this Agreement, Producer will give County prompt prior written notice, and take appropriate action to avoid disclosure, and seek a protective order or other appropriate remedy in court. In the event that a protective order or other remedy is not obtained, Producer will furnish only that information that is legally compelled and necessary to disclose to a party requiring disclosure on written advice of the County's attorneys.

5. NO COST TO COUNTY

Producer agrees that the Series shall be created, developed, filmed, advertised, publicized, and exploited at no cost or expense to County, other than the County employee designated to provide approvals on behalf of the County as set forth in Paragraph 4, above. Any technical/factual advice provided to Producer by any employee/ member of the County must be done on personal time; not on County time; provided however it is anticipated the Series will include real time activities of the LASD/Sheriff's Academy and the County authorizes its personnel to participate as required by Producer. County makes no representations and/or warranties with respect to the technical advice provided by any employees and/or representatives of

County and assumes no liability for the use of such advice by Producer. If any County facility and/or other property and/or other resources (other than those specified in this Agreement) are used for filming the Series, the County should be appropriately and promptly compensated as agreed by the parties.

6. OWNERSHIP OF PROPERTY

(a) Producer agrees that it does not have the right to use the Rights on or in connection with any products or goods of any kind, whether or not such products or goods are depicted in and/or related to the Series and/or in advertising and marketing related to the Series except as incorporated in the Series as part of its exhibition and its promotion and advertising of the Series.

(b) Producer acknowledges that nothing in this Agreement shall give any member, companies, persons, groups, organizations, businesses, other corporations, entities, or individuals of Producer the right to use the Rights except as to the exhibition of the Series and its promotion and advertising.

(c) Producer agrees that it does not have the right to apply for trademark and/or copyright registrations of the Property and that existing applications or registrations for the Property, if any, shall be assigned to County at Producer's expense.

(d) Producer will include appropriate trademark and copyright notices on the Series, as directed by County.

7. REPRESENTATIONS AND WARRANTIES

(a) Producer represents and warrants that the Series will be a high quality reality television program which promotes the LASD's Core Values.

(b) Producer represents and warrants that the Rights will be not be used to endorse either directly or indirectly any product or service of Producer and/or any third party and that the Property and Access Rights will be used consistent with the terms of this Agreement and subject to County's approval.

(c) Producer represents and warrants that it will do nothing inconsistent with County's ownership of the Property or in denigration or tarnishment of the Property nor of County, and agrees that all use of the Property by Producer shall inure to the benefit of County.

8. LASD OFFICIAL BADGE

Producer is and/or is deemed to be aware of the laws and penalties regarding use of the LASD's badge and agrees not to use the LASD's official badge in the Series

except as approved by the County. Specifically, Producer has been made aware of California Penal Code Sections 538d and 538e and County of Los Angeles Code Sections 5.64.310 & 5.64.350 regarding inappropriate use of authorized badges. A copy of these codes are attached to this Agreement as Exhibit D and incorporated into this Agreement by this reference. Producer agrees to use its best efforts to protect the misuse of any badge which resembles the LASD's official badge by Producer and/or any third parties, including but not limited to, the display of a badge which resembles the LASD's official badge in a manner which would tend to indicate an official sponsorship by or association with the LASD and/or reasonably confuse the public as to the relationship between the LASD and the user of the badge. Producer will take all necessary precautions to insure the proper and appropriate use of the badge resembling the LASD's badge; it will do nothing inconsistent with the ownership or in denigration or tarnishment of LASD's Property, name or reputation.

9. INFRINGEMENT AND ACTIONS BY THIRD PARTIES

(a) Producer agrees to notify County of any unauthorized use of the Property by third parties promptly upon Producer's notice of such use. County shall have the sole and exclusive right to bring actions of any type, including but not limited to, infringement or unfair competition proceedings involving the Property, and the Producer agrees to cooperate fully with County and to use its best efforts to stop the use of the Property by third parties. Any and all damage awards and/or settlement agreements reached as a result of such action shall be the sole and exclusive property of County, or where appropriate, to be divided between the parties in an equitable manner.

(b) Producer shall not directly or indirectly register or attempt in any country, state or territory to register as a trademark and/or copyright of the Property, or any word, name, symbol or design which is so similar thereto as to suggest some association with or sponsorship by County. In the event of the breach of the foregoing provision, Producer shall, at its expense and at the request of County, immediately terminate the unauthorized registration activity in question and promptly execute and deliver, or cause to be delivered, to County such assignments and other documents as it may require to effectuate the assignment to County of all rights to the registrations or applications involved.

10. REVERSION

(a) If Producer exercises the Option and has not produced a pilot/presentation and/or first episode for the Series within one (1) year from the date the Option was exercised, all Rights in and to the Property shall revert to County at such time.

(b) If Producer exercises the Option and provided Producer produces a pilot/presentation and/or first episode for the Series and does not resume full

production of the Series episodes within six (6) months following the date the Option was exercised, all Rights in and to the Property shall revert to County at such time.

(c) If Producer produces thirteen (13) or fewer episodes (including the pilot/presentation) of the Series within two (2) years from the date on which the Option was exercised, all Rights in and to the Property shall revert to County the earlier of one (1) year following the initial broadcast of the last episode produced, if ever, and two (2) years from the date of this Agreement, whichever is longer.

(d) If Producer produces thirteen (13) or more episodes (including the pilot/presentation) of the Series and thereafter production of the Series stops at any time, all Rights shall revert to the County within one (1) year from the last date of production on the last episode of the Series.

(e) Notwithstanding any reversion or termination of the Rights pursuant to Paragraphs 10 and or 11, Producer shall retain the right to exploit the then-existing/produced programming based on the Rights on pay, free or cable television, worldwide including promotion and publicity, in perpetuity.

11. TERMINATION

(a) Upon completion of the First Season of the Series and each subsequent season of the Series thereafter, if any, the County of Los Angeles Board of Supervisors and/or the County shall have the right to terminate this Agreement. If the Board of Supervisors approves the development and production of one or more subsequent seasons of the Series, the terms and conditions of this Agreement shall apply to such subsequent season of the Series.

(b) Notwithstanding any other provision of this Agreement, and in addition to other rights and remedies of County, this Agreement shall automatically terminate and all Rights granted hereunder shall revert to County, if at any time Producer ceases doing business, becomes insolvent, files a petition in bankruptcy or insolvency, or makes any assignment, transfer, encumbrance, or conveyance of the Property for the benefit of creditors. In the event this Agreement is terminated Producer shall retain the right to exploit the then existing programming based on the Property in perpetuity.

(c) If the Agreement is terminated by either party, for any reason, Producer shall immediately cease, upon the 10th day after receipt via mail, fax (confirmed by mail) , or personal delivery of written notice, any and all use of the Property and confusingly similar marks and refrain from making any further reference to the Property, direct or indirect. The parties expressly acknowledge that should Producer and County end their affiliation or association for whatever reason, County in its sole, exclusive, unrestricted, and unfettered discretion may terminate the license and shall retain any and all rights in the Property.

12. INTERPRETATION OF AGREEMENT

This Agreement will be interpreted according to the laws of the State of California regardless of its or any other jurisdiction's laws concerning choice of law principles.

13. INDEMNIFICATION

Producer will indemnify County and County's officers, directors, employees, partners, agents, attorneys, successors, assigns, parents, subsidiaries, parent company and affiliated companies against any claims, costs, lawsuits, liabilities, damages, expenses or losses, including reasonable attorneys' fees and all reasonable actual related costs (collectively "Claims"), for damages of any nature whatever, including but not limited to bodily injury, death, personal injury, invasion of privacy, trespass, property damage, defamation or any other personal injury and/or guild/labor union claims arising from or in connection with Producer's development, production, exploitation and exhibition of the Series and/or Producer's and/or its employees breach of this Agreement and/or Producer's breach of any representations or warranties set forth in this Agreement. Notwithstanding anything contained herein, the County Counsel of Los Angeles will have the exclusive right to choose the counsel to represent the County and/or the County's officers, directors, employees, partners, agents, attorneys, successors, assigns, parents, subsidiaries, and affiliated entities in connections with such Claims.

14. INSURANCE

Producer agrees to maintain at all times during the term of this Agreement general liability and errors and omissions insurance coverage, and said general liability and errors and omissions insurance policies shall specifically name County as an additional named insured. The general liability and errors and omissions insurance policies shall be in the amount of at least $2 million per occurrence and $5 million in the aggregate. Producer must provide certificate of proof of said insurance in writing fifteen (15) business days prior to any airing of the pilot/presentation and/or first episode of the Series. Any failure of Producer to maintain the general liability and errors and omissions insurance policies referred to in this Agreement shall constitute a material breach of this Agreement and County may immediately terminate or suspend this Agreement, with or without notice, upon any lapse or failure to maintain insurance.

15. FORCE MAJEURE

The option period and all periods specified in Paragraph 10 above shall be extended upon written notice by Producer by a period of time equal to any event of force majeure

which shall interrupt, delay or otherwise materially interfere with the development, pre-production and production of the Series (including, without limitations, any strikes, walkouts, lockouts, or other labor unrest in the entertainment industry) provided such extension for force majeure shall not exceed six (6) months.

16. ASSIGNMENT

This Agreement may not be assigned by the Producer except with the prior written consent of the County except to a network licensing the Series.

17. NOTICES

Any notices, approvals, payments or other communications required or permitted to be given or delivered under this Agreement shall, unless otherwise specifically provided, be in writing and shall be delivered personally, transmitted by telecopier, or, sent by registered mail, return receipt requested, postage prepaid, to the parties at their respective addresses appearing herein, or at such other addresses as either party may from time to time designate to the other in writing. Any notice, approval, payment or communication so given shall be deemed to have been received on the date on which it is delivered, on the day transmitted if by telecopier/fax (provided the sending party must maintain a record of confirmation that the notice was received), or, if mailed, on the fifth business day next following the mailing thereof. Any such notice shall be sent to the parties at the following addresses:

To County:

Los Angeles County Sheriff's Department
Headquarters Bureau
4700 Ramona Boulevard
Monterey Park, California 91754
Attention Captain of Sheriff's Headquarters Bureau
Facsimile: (323) 267-6625

Courtesy copy:

Skrzyniarz & Mallean
9601 Wilshire Boulevard
Suite 650
Beverly Hills, CA 90210
Attention: William J. Skrzyniarz
Facsimile: (310) 786-8878

To Producer:

Scott Sternberg Productions, Inc
Raleigh Studios
5254 Melrose Avenue
Design Center, #401
Los Angeles, CA 90038
Attention: Scott Sternberg
Facsimile: (323) 960-4555
Telephone: (323) 960-4550

18. CORE VALUE STATEMENTS

Producer shall list the Core Values on screen in the end titles, on a separate, fixed and legible card (e.g., the text must be sufficient in size and duration to be legible to the viewer) on the pilot/presentation and each episode of the Series.

19. TITLES

The titles of the articles and paragraph headings contained in this Agreement are intended as conveniences for ready reference only and are not to be construed so as to define, limit or extend the scope of this Agreement.

20. NO RELATIONSHIP

This Agreement does not constitute a partnership or joint venture between County and Producer. The relationship between the parties under this Agreement is that of independent contractors. Producer shall have no right to obligate or bind County in any manner whatsoever.

21. MISCELLANEOUS

This Agreement may not be modified nor may any of its terms be waived except in writing signed by both parties. This Agreement and the Exhibits attached to it are the final and complete expression of the agreement between the parties and supersede any and all prior and contemporaneous agreements and understandings relating to the subject matter of this Agreement, whether implied or express and/or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year above written.

COUNTY OF LOS ANGELES

EXHIBIT B

Los Angeles County Sheriff's Department

Core Values

As a leader in the Los Angeles County Sheriff's Department,
I commit myself to honorably perform my duties with
respect for the dignity of all people,
integrity to do right and fight wrongs,
wisdom to apply common sense and fairness in all I do and
courage to stand against racism, sexism, anti- Semitism,
homophobia and bigotry in all its forms.

EXHIBIT C

SHERIFF'S STAR

Always use the Sheriff's Star and the 1850 Sheriff's Star (collectively "Star") in an approved form. The Star should always be presented in the recommended style as shown in EXHIBIT "D." Changes or alterations in the Star are not allowed. Any variation must be cleared through the Los Angeles County Sheriff's Department, Headquarters Bureau.

In general, the trademark symbol, "tm", must be used with every occurrence of the logo. Also, the "tm" symbol should be used in the lower right hand corner of the Star. When the Star is used, it should be included in a footnote, if possible, that LASD is the owner of the trademark and the use of the subject mark may only be granted by license.

Placement Requirements

A minimum amount of empty space must be left between the Star and any other object such as type, photography, borders, edges, etc. The required area must be ½ x where "x" equals the height of the symbol when it is used by itself.

You may not combine the Star with any other feature including, but not limited to, other logos, words, graphics, photos, slogans, numbers, design features or symbols.

Color Treatment

The preferred color treatment for the Star is the four-colored application. This treatment used the color gold for the 6 tips of the star, the color blue for the circle incorporating the wording SHERIFF LOS ANGELES COUNTY, the color beige for the interior of the circle, and the color gray-blue for the depiction of the bear. If examples of the preferred color treatment are desired, please contact LASD, Headquarters Bureau.

One-Color Applications

The Star may also appear in one-color applications. All black is the preferred color. However, any color that provides sufficient contrast with the background is acceptable.

The usage guidelines continue on the attached pages 5 and 6 of the LASD's "*Organizational Identity Manual,* 2002", to the extent they apply to the Series.

EXHIBIT D

COUNTY OF LOS ANGLES CODE SECTIONS

EXHIBIT A

Los Angeles County Sheriff's Department Property/
Intellectual Property/Trademarks

TRADEMARKS:

Description	Serial #	Registration #
1. Sheriff's Star	70209125	2627597
2. 1850 Sheriff's Star	76209104	2607071
3. Los Angeles County Sheriff's Department	Trademark registration pending	
4. Uniform patch logo	Trademark registration pending	
5. A Tradition of Service	Trademark registration pending	

COPYRIGHTS:

Description	Registration #
1. Los Angeles County Department flag	Vau-546-918

OTHER PROPERTY:

1. Car Bumper Sticker "How are we doing...Call 1(800) 688-8255."

2. Car Bumper Sticker "Now Hiring Be a Star Los Angeles County Sheriff's Department 1(800) A DEPUTY."

3. Los Angeles County Sheriff's Department insignias.

4. Los Angeles County Sheriff's Department official uniforms.

Date:_____ _____

Chairman, Board of Supervisors

SCOTT STERNBERG PRODUCTIONS, INC

Date: 8/2/06 _____

Name: Scott Sternberg

Title: President

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Date:_____ By: _____

Leroy D. Baca, Sheriff

Executive Officer-Clerk of
The Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

County Counsel

By: _____
Deputy