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

LEROY D. BACA, SHERIFF

February 20, 2007

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

Dear Supervisors:

**AGREEMENT WITH BRAUN ENTERTAINMENT GROUP, INC.
REGARDING SCRIPTED TELEVISION SHOW BASED ON
SHERIFF'S OFFICE OF HOMELAND SECURITY
(ALL DISTRICTS AFFECTED) (3 VOTES)**

RECOMMENDATION BY THE SHERIFF'S DEPARTMENT THAT YOUR BOARD:

Approve and instruct the Chair of the County Board of Supervisors to sign the Access and License Agreement (Agreement) authorizing Braun Entertainment Group, Inc. (Producer) to develop and produce a television/cable show which will dramatize the Los Angeles County Sheriff's Department (Department) Office of Homeland Security (OHS).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Producer proposes to produce a high quality scripted television/cable program based on the Department's OHS. The Producer will dramatize real events and investigations handled by OHS. The Producer 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."

This Agreement provides benefits for the County, including compensation, and the ability to control the use of the Department's intellectual property. This Agreement will ensure that the intellectual property retains its integrity and strength. The program will showcase the important work performed by the Department.

Implementation of Strategic Plan Goals

Approval of the proposed Agreement would support the Los Angeles County Strategic Plan Goal 4, Fiscal Responsibility, by strengthening the County's fiscal capacity, effectively managing County resources, and increasing public-private partnerships.

FISCAL IMPACT/FINANCING

The Agreement provides the following economic terms:

A. Option Fees:

$1.00 for an initial 90-day development option; and
$2,500 for a second 90-day option; and
$2,500 for a third 90-day option; and
$5,000 for a fourth 90-day option.

These options are standard in the television industry. The initial 90 day option is a development period granted to the Producer in exchange for the Producer's concentrated efforts to develop the concept, treatment, and parameters for a potential television series. If the Producer elects to exercise its option to license the rights set forth in this Agreement, it must pay the following amounts to the County:

B. Set Up Bonus:

If the Producer sets the series up for development and/or production at a studio, network, cable company, or television distributor during the option periods, the County will receive $10,000 less the option fee received by the County for the option period during which the series is set-up.

C. Pilot Fee:

$40,000 for two hours; or
$50,000 for more than two hours.

D. Episodic Fees:

Fifteen thousand dollars for each 60 minute episode produced for network television; and $7,500 for each 30 minute episode produced for network television; or $12,500 for each 60-minute episode produced for non-network television; and $6,250 for each 30-minute episode produced for non-network television.

E. Series Production Bonus:

If the Producer produces 12 episodes, the County will receive a bonus of $17,500.

F. Profit Participation:

The greater of 5 percent of modified adjusted gross and 15 percent of net profits.

G. Attorney Fees:

Reimbursement of the County's attorneys' fees to a cap of $10,000. The Producer shall pay to the County $2,500 if the Producer extends the option for the second 90-day option period. The remainder to be paid when the project is set up at a studio or network.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms of the Agreement are very similar to Agreement No. 74613 entered into with the same Producer, as approved by your Board on September 23, 2003, and amended on March 16, 2004. This Agreement has been reviewed and approved by County Counsel. Significant legal terms of the Agreement include the following:

Rights: The County grants the Producer a non-exclusive license in the television rights to certain property, intellectual property, and/or trademarks owned/controlled by the County. Additionally, the County will provide access to the OHS's facilities and personnel for purposes of interviews with sworn and professional staff. The television rights, which will be granted to the Producer, will include the rights to exhibit the series on free, pay, or subscription television. This grant of rights includes the right to advertise, promote, and publicize the series, but specifically prohibits any merchandising rights in the property. Use of the intellectual property cannot be used to endorse any commercial product or services.

Exclusivity: The license for the County's intellectual property will be non-exclusive. However, during the option periods and for a period of one year after commencement of principal photography of the pilot, the County agrees not to enter into any agreement with any third party granting access to the facilities or personnel of OHS for use in a scripted television series based on the real events and investigations of the OHS.

Creative Controls: The County will have the right to require the Producer 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 the proposed final

shooting script and intended use of the County property at least 30 days prior to commencement of principal photography. The Department will have the sole discretion to require the Producer to revise the script or delete any scenes which it determines inaccurately depicts the Department, its employees or information provided by the Department. The Producer agrees not to derogatorily depict the County, the Department, or their employees, officers, and agents.

The County will have the right to deny access to certain information, which it deems necessary to keep confidential, to protect the rights/privacy of individuals, officers, etc. The Producer will be required to modify and/or fictionalize information it obtains to protect the rights of individuals/entities and to protect Department's investigative techniques and/or operations. 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 other than the access rights granted under the Agreement, the Producer will pay the County the appropriate fees. The Producer is prohibited from requiring or requesting Department employees from performing any reconstructed scene. Department employees may be interviewed and provide verbal descriptions of scenes, technical or factual advice on personal time, except for a technical and factual advisor who will be assigned with regard to use of the Department's property (e.g. badge, logos). The Department's technical advisor is an existing deputy position stationed at the Sheriff's Headquarters Bureau, assigned to the Film and Media Section, who is responsible for overseeing all ongoing Department film and media projects.

Use of County Employees: The Producer is prohibited from using County employees during work hours as technical advisors/consultants.

Compliance With Labor Unions And Guilds: In the event the Producer employs individuals who are members of any unions or entertainment guilds (e.g. Directors Guild of America, Writers Guild of America, IATSE, etc.), the Producer will become a signatory to the union or guild and comply with the provisions of the applicable bargaining agreement.

CONTRACTING PROCESS

As the proposed License Agreement does not constitute a contract for services or involve the purchase of goods or commodities, the customary Board-mandated provisions required in such agreements are not necessary in this instance.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

Upon approval by the Board of Supervisors, please return one adopted copy of this letter to the Department's Administrative Services Division.

Sincerely,

LEROY D. BACA
SHERIFF

ACCESS AND LICENSE AGREEMENT

This agreement ("Agreement") dated as of January 23, 2007 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 Braun Entertainment Group, Inc., a California corporation having a principal place of business at 280 South Beverly Drive, Suite 500, Beverly Hills, CA 90212 (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"), if ever.

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 network or major cable quality scripted fictional one (1) hour television pilot and/or presentation and series currently entitled "L.A.S.D. Homeland Security" (collectively the "Series") for exhibition on free, pay, cable and over-the-air subscription television. The Series will be based, in part, upon the LASD's Office of Homeland Security Division (the "Homeland Division") and real cases/investigations of the Homeland Division as related to Producer by the LASD through meetings and interviews. The initial television episode ("Episode") and any additional Episodes produced pursuant to this Agreement shall be collectively referenced as the "Series."

3. In order to develop and produce the Series, Producer is seeking (i) access (the "Access Rights") to the Homeland Division's personnel and facilities for the purpose of developing and producing the Series 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.

3. Exhibit A is not an exhaustive list of all property, intellectual property and/or trademarks owned and/or controlled by the County. Therefore, it is currently

contemplated that additional property, intellectual property and/or trademarks owned and/or controlled by County which are not listed on Exhibit A may be necessary for the production of the Series. Subject to prior written approval of County, the parties may agree to modify and/or amend Exhibit A.

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. 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 Producer: (ii) the Access Rights to the Homeland Division on an exclusive basis for the purpose of developing and producing the Series and subject to the limitations set forth in this Agreement and to (ii) a License to the Property 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 payment of the sum of One Dollar ($1.00), County grants to Producer the option ("Option") to (i) obtain the Access Rights on an exclusive basis and (ii) to obtain a non-exclusive License to use the Property in the Series commencing on the date above and continuing thereafter for a period of ninety (90) days ("First Option Period") after the County of Los Angeles Board of Supervisors approves and executes this Agreement, if ever. Producer shall have the sole and exclusive irrevocable option to extend the Option for an additional ninety (90) days ("Second Option Period") upon payment to County of the sum of Two Thousand Five Hundred Dollars ($2,500) prior to expiration of the First Option Period. Producer shall have the sole and exclusive irrevocable option to extend the Option for an additional ninety (90) days ("Third Option Period") upon payment to County of the sum of Two

Thousand Five Hundred Dollars ($2,500) prior to expiration of the Second Option Period. Producer shall have the sole and exclusive irrevocable option to extend the Option for an additional ninety (90) days ("Fourth Option Period") upon payment to County of the sum of Five Thousand Dollars ($5,000) prior to expiration of the Third Option Period. The First Option Period, Second Option Period, Third Option Period and Fourth Option Period shall be collectively referred to in this Agreement as the "Option Term."

(b) County and Producer acknowledge that other groups, corporations, persons, businesses, or entities may wish to license and/or otherwise acquire rights in the Property. 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, to use the Property.

(c) Commencing upon the later of (i) full execution of this Agreement by the parties and (ii) approval and execution of this Agreement by the Board of Supervisors, if ever, and continuing thereafter until the earlier of expiration of the Option Term and one year from completion of principal photography of the pilot/presentation or first episode (if no pilot or presentation is produced), if ever, County shall not enter into another agreement with a third party pursuant to which County would be obligated to grant access to the personnel and facilities of the Homeland Division as defined in Paragraph 9(a) below, (to the extent County controls such access) for use in a scripted television series based upon the real events and investigations of the Homeland Division. For the avoidance of doubt, County shall not be prohibited from the following:

(i) Contributing to, or participating in, any local, national or international news items and/or documentaries for television or cable news productions regarding the Homeland Division;

(ii) Granting access to the Homeland Division for the purpose of developing, producing and/or exhibiting a scripted television series which may on occasion depict officers, locations and/or other investigations of the Homeland Division.

(iii) Granting access to any third party to the Homeland Division for the purpose of developing, producing and/or exhibiting a scripted television series regarding any bureaus underneath the Homeland Division, including but not limited to, the Aero Bureau, Special Enforcement Bureau and Reserve Forces.

(iv) Granting access to any third party to film and/or record a reality television series depicting officers, locations and/or other investigations of the Homeland Division.

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

2. SET-UP BONUS

If Producer sets the Series up at a studio, network, cable company or other television distributor for further development and/or production at any time during the Option Term, Producer shall pay to County a Set-Up Bonus in an amount equal to Ten Thousand Dollars ($10,000) less all option fees paid to County for the current Option period during which the Series is set-up. Notwithstanding anything contained herein, if Producer pays the Set-Up Bonus, the Option period during which the Set-Up Bonus is actually paid shall be extended to a total of eighteen (18) months.

3. PILOT/PRESENTATION FEES

On or before the expiration of the Option, but in no event later than commencement of principal photography of the pilot/presentation or first episode of the Series (if no pilot or presentation is produced of the Series), Producer, in its sole discretion, may elect to exercise the Option by payment to County in the following amount:

(a) Forty Thousand Dollars ($40,000) for the pilot or presentation or first episode (if no pilot or presentation is produced) of the Series of up to two hours in length; or

(b) Fifty Thousand Dollars ($50,000) for the pilot or presentation or first episode (if no pilot or presentation is produced) of the Series which exceeds two hours in length.

If any such pilot, presentation or first episode is re-run in the United States or Canada, County will be paid twenty percent (20%) of the sums initially paid to County pursuant to this paragraph spread over the second, third, fourth, fifth and sixth runs and no further re-run payments will be due or payable after any run after the sixth run.

4. EPISODIC FEES

Additionally, Producer shall pay County the following amounts on or before the commencement of principal photography for each episode of the Series produced:

(a) Fifteen Thousand Dollars ($15,000) for each episode of the Series produced for network television, e.g., ABC, CBS, NBC, FOX, WB ("Network") which is 60 minutes or greater ; and

(b) Twelve Thousand Five Hundred Dollars ($12,500) for each episode of the Series produced for non-network television ("Non-Network") which 60 minutes or greater; and

(c) Seven Thousand Five Hundred Dollars ($7,500) for each episode of the Series produced for Network which is 30 minutes or less; and

(d) Six Thousand Two Hundred and Fifty Dollars ($6,250) for each episode of the Series produced for Non-Network which is 30-minutes or less.

If any such episode is re-run in the United States or Canada, County will be paid twenty percent (20%) of the sums initially paid to County pursuant to this paragraph spread over the second, third, fourth, fifth and sixth runs and no further re-run payments will be due or payable after any run after the sixth run.

5. PROFIT PARTICIPATION

County shall be entitled to receive an amount equal to the greater of five percent (5%) of one hundred percent (100%) of the Modified Adjusted Gross receipts ("MAG") derived from the exploitation of the Series from any and all sources in the universe in perpetuity and fifteen percent (15%) of one hundred percent (100%) of the net profits ("Net Profits") derived from the exploitation of the Series from any and all sources in the universe in perpetuity. The MAG definition and the Net Profit definition, which shall be provided by the ultimate Network or Non-Network, shall be subject to good faith negotiations. No other profit participant on the Series shall receive a more favorable MAG and/or Net Profits definition.

6. SERIES PRODUCTION BONUS

In the event Producer produces at least twelve (12) episodes of the Series, then Producer shall pay County a Series production bonus in the amount of Seventeen Thousand Five Hundred Dollars ($17,500) upon commencement of principal photography of the 12th episode of the Series.

7. ATTORNEYS' FEES AND COSTS

Producer agrees to reimburse County for its legal costs and fees incurred in the preparation and/or negotiation of this Agreement provided that such costs and fees

shall not exceed Ten Thousand Dollars ($10,000). Such fees and costs shall be payable as follows: (i) Producer shall reimburse County for such legal fees and costs in the amount of up to Five Thousand Dollars ($5,000) upon approval and execution of this Agreement by the Board of Supervisors, if ever, and (ii) when the Series is set-up with a studio, network, cable company or other television distributor, for further development and/or production, if ever, Producer shall reimburse County for the remaining balance of attorneys fees and costs, if any.

8. THEATRICAL RELEASE

Provided that the initial pilot/presentation or any episode of the Series produced under this Agreement is exhibited as part of a general theatrical release ("Theatrical Release"), then County shall be entitled to receive the following applicable amounts:

(a) If the Theatrical Release of the initial pilot/presentation or any episode of the Series occurs anywhere in the United States and/or Canada prior to the initial United States telecast, a one time amount equal to one hundred percent (100%) of the applicable compensation paid to County pursuant to Paragraphs 1, 2, 3, and 4 above;

(b) If the Theatrical Release of the initial pilot/presentation or any episode of the Series occurs anywhere in the United States and/or Canada after the initial United States telecast, a one time amount equal to one hundred percent (100%) of the applicable compensation paid to County pursuant to Paragraphs 1, 2, 3 and 4 above;

(c) If the Theatrical Release of the initial pilot/presentation or any episode of the Series occurs anywhere outside the United States prior to after the initial United States, a one-time amount equal to fifty percent (50%) of the applicable compensation paid to County pursuant to Paragraphs 1, 2, 3 and 4 above.

9. THE SERIES: APPROVALS/CONTROLS

(a) In exchange for the consideration payable to the County, County agrees to grant "Access Rights" to the Homeland Division as follows: The LASD will provide Producer with access to the Homeland Division's personnel and facilities. Access to Homeland Division personnel shall include interviews with both sworn and professional staff. Producer will not require and/or request the LASD and/or any of its departments to perform any reconstructed scenes, provided that off-duty LASD officers may be interviewed and provide verbal descriptions of scenes, subject to Producer obtaining the appropriate releases and subject to the Homeland Division's confidentiality restrictions.

(b) It is currently contemplated that Producer will use the Property and the information obtained as a result of Producer's Access Rights to dramatize real events

and investigations handled by the Homeland Division of the LASD. Producer shall make sufficient modifications and fictionalizations, such as changing the names and other indemnifying facts provided to Producer by such access, so as to enable the Series to be exploited commercially without infringing upon or interfering with any person's and/or entity's rights. Such modifications shall be subject to County's final approval. At County's request, Producer and the Network/Non-Network will eliminate sensitive, privileged and/or confidential information, including but not limited to, investigative techniques and/or information regarding 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 to the County or be in violation of any law and/or violate individuals' and County employees' rights. Additionally, Producer shall be solely responsible for and shall obtain the written consent, release and permission from all individuals to be portrayed in the Series and by entering into this Agreement the County has not granted permission to depict County employees and/or other County personnel in the Series. Any authorization/consent obtained from a person being depicted in the Series by Producer is solely an agreement between such person and Producer.

(c) County shall have approval over Producer's and/or the Network/ Non-Network's use of the information obtained pursuant to this Agreement in the Series (e.g., the need to fictionalize certain events or persons to protect privacy rights) to ensure the accurate depiction of the actual events described in interviews by LASD personnel.

(d) Producer's and/or the Network/ Non-Network's use of the Sheriff's Star (serial #70209125 and registration #2627597) and the 1850 Sheriff's Star (serial #76209104 and registration #2607071) shall conform to the usage guidelines attached to this Agreement as Exhibit C and which is incorporated into this Agreement by this reference. Additionally, Producer's and/or the Network/ Non-Network's use of any other Property as listed on Exhibit A shall be subject to the County's usage guidelines for such Property which may be amended from time to time. County shall have approval over Producer's and/or Network/Non- Network's use of the Property in the Series (e.g., the use of the Sheriff's Star and logos on squad cars) to ensure compliance with these guidelines.

(e) County shall have approval over creative matters of the Series to ensure that (i) the Series does not derogatorily depict the County and/or the LASD and/or their respective employees, officers and agents; and (ii) the Core Values are portrayed in the Series as such approvals relate solely to the Producer.

(f) Thirty (30) days prior to commencement of principal photography of the pilot/presentation and/or any episode of the Series, Producer will submit the (i) proposed uses of the Property and (ii) information obtained from the LASD pursuant to

this Agreement (including the final shooting script of the pilot/presentation and/or applicable episode) to County for inspection, review and written approval. Producer and Network/Non-Network agree to make revisions to the script as requested by the County or to delete any scenes which the County determines, in its sole discretion, depicts the improper use of the Property and/or inaccurately depicts the use of the information provided by the LASD. Producer's and/or Network/Non-Network's failure to comply with the terms of this subparagraph shall be deemed a material breach of this Agreement. County has the right to review the footage of the pilot/presentation and each episode of the Series prior to exhibition and to make suggestions for revisions as necessary to enforce the terms of this Agreement.

(g) All approvals to be provided by the County pursuant to this Agreement, will be granted or denied by the County within fifteen (15) business days upon Producer's submission of the applicable creative materials and/or proposed uses of the Property and/or information by Producer as a result of Producer's Access Rights, provided that during periods of production and/or official preproduction of the Series such approvals will be granted and/or denied by the County within within five (5) business days following Producer's submission of the applicable materials. To facilitate this process, the County will appoint a County employee that will be responsible for (i) providing all approvals on behalf of the County under this Agreement and (ii) advising/consulting with Producer regarding the use of the Property and the information provided by the LASD in the Series to ensure the integrity and accuracy of the Series and Producer's and the Network/Non-Network's compliance with the terms of this Agreement, including but not limited to, compliance with the usage guidelines for the Property. Producer shall not request that any employee render technical and/or factual advice regarding the Series to Producer and any such advice must be rendered by a different employee/ member of the County during such employee's personal time as specifically set forth in Paragraph 10 below.

(h) The ongoing assessment and monitoring of this Agreement and the use of the Property and information obtained by Producer as a result of Producer's Access Rights is the responsibility of the Sheriff of the County of Los Angeles and/or his or her designee.

(i) 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 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.

10. 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 9, above. In the event any costs or expenses are incurred by County in connection with the Series, then Producer shall promptly reimburse the County for such costs and expenses. Any technical/factual advice provided to Producer by any employee/ member of the County must be done on personal time; not on County time. County makes no representations and/or warranties with respect to the technical advice provided by any employees and/or representatives of County, if any, 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.

11. OWNERSHIP OF PROPERTY

(a) Producer agrees that it does not have the right to use the Property and/or the information obtained from the Access Rights in 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.

(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 Property.

(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.

12. REPRESENTATIONS AND WARRANTIES

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

(b) Producer represents and warrants that the Property and information obtained from the LASD pursuant to this Agreement 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 information obtained from the LASD pursuant to this Agreement will be used consistent with the terms of this Agreement and subject to County's approval.

(c) Producer represents and warrants that it will not derogatorily depict the County and/or the LASD and/or their respective employees, officers and agents, representatives and/or any holder of an office of County and/or the LASD. Derogatory depiction would include, but is not limited to, among other things, official misconduct, substance abuse, and sexual misconduct.

(d) 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.

(e) Producer represents and warrants that it will use the Property in a professional manner which will not reflect adversely upon the good name and image of LASD and/or the County.

13. 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. 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.

14. 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.

15. 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, the Rights granted under this Agreement shall revert to the 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 one (1) year following the date the Option was exercised, the Rights granted under this Agreement shall revert to the 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, the Rights granted under this Agreement shall revert to the County the earlier of one (1) year following the initial broadcast of the pilot/presentation, or first episode, if ever, and three (3) years from the date of this Agreement.

(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, the Rights granted under this Agreement shall revert to the County within six months from the last date of production on the last episode of the Series.

(e) Notwithstanding any other provision of this Agreement, Producer shall retain the right to exploit the then-existing/produced programming based on the Property and information obtained from the LASD pursuant to this Agreement in perpetuity subject to the terms and conditions of this Agreement.

16. TERMINATION

(a) If the license is terminated by either party, for any reason, Producer shall immediately cease, upon the 10th day after receipt via mail, fax, 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 but excluding any then existing/produced programming based on the Property.

(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 pursuant to Paragraph 16(b), Producer shall retain the right to exploit the then existing programming based on the Property and the information obtained from LASD pursuant to this Agreement in perpetuity subject to the terms and conditions of this Agreement.

17. 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.

18. 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, property damage, invasion of privacy, libel or defamation 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 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.

19. 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.

20. FORCE MAJEURE

The option periods and all periods specified in Paragraph 15 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.

21. ASSIGNMENT

This Agreement may not be assigned by the Producer except with the prior written consent of the County.

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

To Producer:

Braun Entertainment Group, Inc.
200 South Beverly Drive
Suite 500
Beverly Hills, California 90212
Attention Zev Braun
Facsimile: (310) 888-7726

23. DISCLAIMER AND CORE VALUE STATEMENTS

(a) In the event the pilot/presentation and/or an episode of the Series does not dramatize and/or depict information obtained from the LASD pursuant to this Agreement, Producer shall provide the following disclaimer 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 such pilot/presentation and/or episode of the Series:

"The characters, the names, and incidents portrayed herein are fictitious and are not based on any events and/or activity of the LASD and are not based on any member, officer or employee of the LASD and any similarity to the name, character or history of any person is entirely coincidental and unintentional."

(b) 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.

24. SPECIAL THANKS CREDIT

Upon County's request, County and/or the LASD shall be accorded a "Special Thanks" credit in the end titles of each Episode of the Series, in the County's sole discretion.

25. COMPLIANCE WITH LABOR UNIONS AND GUILDS

In the event any person(s) employed by Producer to develop and/or produce the Series pursuant to this Agreement are members of any unions and/or entertainment guilds (e.g., Directors Guild of America, Writers Guild of America, IATSE, etc.), Producer shall become signatory to such unions and/or guilds and comply with the provisions of the applicable bargaining agreements.

26. NETWORK GUARANTY

In the event Producer enters into a license agreement for the Series with a Network or Non-Network, Producer will use best efforts to contractually obligate said Network/Non-Network to guarantee the obligations of Producer under this Agreement.

27. 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.

28. 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.

29. 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

BRAUN ENTERTAINMENT GROUP, INC.

Date: 1/23/2007

Zev Braun
Name: ZEV BRAUN
Title: PRES. + CEO

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Date: 2/8/07

By: Lee Baca
Leroy D. Baca, Sheriff

SACHI A. HAMAI
Executive Officer-Clerk of
The Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy County Counsel

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

5.64.310 Manufacture of official badges.

1. A. No person shall manufacture, make, sell, design or transfer any official departmental badge, deputy sheriff badge or any other official badge of the Flood Control District, Fire Protection District or Air Pollution Control District without the written authorization of the purchasing agent. Such person may manufacture and deliver only the number of badges authorized by the Purchasing Agent.
B. The dies of the uniform departmental badge and all other official badges shall remain at all times in the possession of and under the control of the purchasing agent. The purchasing agent shall from time to time let contracts for the stamping and inscribing of the official badges. Nothing in this section shall be construed as affecting the manner in which contracts for the purchase of badges for the county shall be let as provided elsewhere in the County Charter or in county ordinances. (Ord. 7753 § 43, 1960.)

5.64.350 Violation--Penalty.

1. Any person, firm or corporation violating any of the provisions of this chapter is guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than $25.00 and not more than $100.00, or by imprisonment in the County Jail for not more than 60 days, or by both such fine and imprisonment. (Ord. 7753 § 49, 1960.)