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

LEROY D. BACA, SHERIFF

May 19, 2009

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

Dear Supervisors:

APPROVE AGREEMENT WITH EARTH ANGEL PRODUCTIONS, INC. REGARDING REALITY TELEVISION SERIES (ALL DISTRICTS) (3 VOTES)

SUBJECT

Earth Angel Productions, Inc. (Producer) seeks to develop and produce a reality, non-scripted half-hour episode television series (Series) focusing on the Taskforce for Regional Auto Theft Prevention Unit (TRAP). TRAP is a multi-jurisdictional, multi-agency, law enforcement task force created primarily to investigate, prosecute, and deter vehicle theft crimes.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman of the Board of Supervisors to sign an Access and License Agreement (Agreement) authorizing the Producer to develop and produce a Series regarding the Los Angeles County Sheriff's Department's (Department) participation in TRAP.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This Series titled "Bait Car" will be produced by the Producer, who intends to film the activities of TRAP. The Department is a participating law enforcement agency in TRAP and employs detectives and additional personnel to work in connection with TRAP. The Department is the lead agency in TRAP, acting as the executive director of the task force. The proposed Series will depict those personnel and facilities employed exclusively by the Department. Any filming of other participating agencies shall be

subject to the Producer obtaining all necessary agreements, waivers, and releases from those agencies. The Producer will also use the Department's intellectual property in the program, such as the star, the uniform patch, "A Tradition of Service" slogan, and the name, "Los Angeles County Sheriff's Department."

The Producer, as part of the Agreement, may donate vehicles to the County for use in this Series. Donated vehicles will be identified at a later date and acceptance of those vehicles will be documented on separate correspondence for your Board's approval.

This Agreement provides benefits for the County of Los Angeles (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 Series will showcase important work performed by the Department.

Implementation of Strategic Plan Goals

Approval of the proposed Agreement would support the County's Strategic Plan, Goal 1, Operational Effectiveness, by strengthening the County's fiscal capacity, managing the resources we have effectively, and increasing public-private partnerships.

FISCAL IMPACT/FINANCING

The Agreement provides the following economic terms:

Option and Series Fees: The Producer has an initial option period of 6 months. If the Producer elects to exercise it's option to license the rights and obtain the access set forth in the Agreement, the Producer will pay the County 5 percent of the license fee herein. The license fee shall be at a minimum of $7,500 per episode.

Profit Participation: The County shall be entitled to receive 10 percent of 100 percent of the Producer's profit participation in the Series.

Clearance Expenses: Legal fees incurred by the County's outside counsel in connection with review of the Series will be included as a line item in the budget for the Series. Such fees shall be payable by the Producer to the County up to $10,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Significant legal terms of the Agreement include the following:

Rights: The County will grant the 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.

The County will provide access to Department personnel for the purpose of filming and recording a Series depicting the activities of the men and women of the Department at TRAP. No custody operations shall be included, and the Department's techniques shall not be filmed or depicted with any detail that would give away sensitive or vital law enforcement techniques. The television rights, which will be granted to the Producer, includes the right to exhibit the Series on free, pay, or subscription television. The grant of rights specifically prohibits any merchandising rights in the property. In the event any person employed by the Producer pursuant to the Agreement is a member of any union or entertainment guild, the Producer agrees to become a signatory to the union or guild and comply with the provisions of the applicable bargaining Agreement for purposes of producing the Special.

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 Producer 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 Producer is required to comply with instructions of Department 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 Producer also agrees 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, unless the Producer receives prior written permission from the District Attorney's Office.

Privacy Controls: The Producer is 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 Producer indemnifies the County against all expenses associated with any claims related to failure to obtain such releases.

The Producer is 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 peace officers, including homes, ambulances, private businesses, or private dwellings. Violation of this prohibition is cause for immediate termination of the contract.

Creative Controls: The Department will be provided with copies of videotapes of the program at least 15 days before the program is scheduled to broadcast. The County will have the sole discretion to require the Producer to edit, revise, or eliminate sensitive, privileged, and confidential information, and information which may increase the risk of liability to the County or may be in violation of any law or violate any

individual's or County employee's rights. The Department will have the sole discretion to require the Producer to edit, revise, or delete any scenes, which the County determines inaccurately depicts the Department or its employees. The Producer agrees not to derogatorily depict the County, 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, including specifically costs of consumables, the Producer will pay the County the appropriate fees. The Producer is 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 Producer by Department employees, except where provided as a subject of the film, must be done on personal time. A technical and factual advisor will be assigned with regard to use of the Department's property (i.e., badge, logos). The Department's technical advisor is an existing deputy position stationed at Sheriff's Headquarters Bureau, assigned to the Film and Media Section, who is responsible for overseeing all ongoing Department film and media projects.

CONTRACTING PROCESS

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

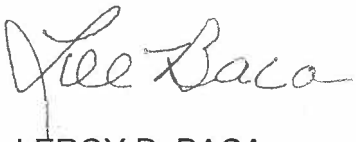
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Agreement will have no direct or significant impact on current services. The Series 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.

CONCLUSION

Upon approval and execution of this Amendment by your Board, please return an adopted copy of this action and two originally executed copies of the Agreement to the Sheriff's Department, Legal Advisory Unit, for further processing.

Sincerely,



LEROY D. BACA
SHERIFF

ACCESS AND LICENSE AGREEMENT

This agreement dated as of April 6, 2009 ("Agreement") 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 Earth Angel Productions, Inc., a California corporation having a principal place of business at 4000 Warner Boulevard, Burbank, CA 91522 (hereinafter referred to as "Producer"). This Agreement shall be effective upon the later of: (i) full execution of this Agreement and (ii) the date the Agreement is approved and executed by the County of Los Angeles Board of Supervisors ("Board of Supervisors") hereinafter referred to as the "Effective Date."

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

RECITALS

1. The County maintains the Los Angeles County Sheriff's Department ("LASD"), 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) hour television series currently entitled "Bait Car" for exhibition on pay or free television and/or cable as set forth in paragraph 1(a) below. The initial television episode ("Episode") and any additional Episodes produced pursuant to this Agreement shall be collectively referred to as the "Series."

3. Taskforce for Regional Auto theft Prevention unit ("TRAP") is a multi-jurisdictional, multi agency law enforcement task force to investigate, prosecute and deter vehicle theft, increase the recovery rate of stolen vehicles, to identify trends and patterns in vehicle theft and to provide training and expertise to participating agencies countrywide. The LASD is a participating agency and thus employs and engages detectives and other personnel to work in connection with TRAP. Additionally, TRAP is currently under the leadership of the LASD and Sheriff Leroy Baca. The Series shall depict those personnel and facilities employed exclusively by the LASD and used in connection with ("TRAP"). Subject to Producer obtaining all necessary releases, the Series may also depict other third party participating agencies in TRAP and their personnel and facilities (collectively "Third Party TRAP Agencies"). The LASD personnel and facilities used in connection with TRAP which will be depicted in the Series shall hereinafter be referred to as the "LASD TRAP Unit."

4. In order to develop and produce the Series, Producer is seeking (i) access (the "Access Rights") on a non-exclusive basis to the LASD TRAP Unit as more specifically set forth in Paragraph 4 below and (ii) a non-exclusive license ("License") to film and record certain property, intellectual property, including but not limited to,

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 and promotional, publicity and advertising for 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.

5. 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 including 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.

6. 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.

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

8. County would like to grant the 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. <u>OPTION/EXERCISE OF OPTION/TERM OF AGREEMENT</u>

(a) In consideration of Producer developing the Series, County grants to Producer the option ("Option") to license the Rights for use in the development, production and exhibition of a reality television series in all media now known or hereafter created, including but not limited to, exhibition on free, pay and/or cable television, pod casts, DVD, VOD, wireless media and similar media (but specifically excluding theatrical exhibition) and marketing, advertising and promotion of the Series in all media on a non-exclusive basis commencing on the date above and continuing thereafter for a period of six (6) months ("Option Period") after the Effective Date. The first season shall be deemed to commence on the first day of principal photography of the pilot/presentation and/or first episode of the Series and continue thereafter for a period of one (1) year ("First Season") but in no event shall Producer produce more than

twenty (20) episodes in the First Season without the prior written approval of County. Upon written notice by Producer, the Option will be extended for up to sixty (60) days during any period during which Producer is in substantial negotiations with a third party for a buyer of the Series ("Buyer Agreement") and/or to document the Buyer 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 Buyer 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 pursuant to the schedule set forth in paragraph 2. At such time, Producer shall provide LASD with written notice of the tentative production schedule for the First Season. Producer shall provide LASD with the final production schedule subject to LASD's approval of such filming dates by no later than no later than thirty (30) days prior to the commencement of production.

(c) Each subsequent season of the Series, if any, beyond the First Season which is produced pursuant to the terms of this Agreement and will be subject to prior written approval of the LASD and the Board of Supervisors. If Producer desires to develop and produce a second or subsequent season of the Series, Producer shall send written notice to LASD and the County requesting approval from the LASD for a subsequent season and a hearing before the Board of Supervisors to seek approval to produce such subsequent season(s). Such written request shall be made by Producer no later than three (3) months from completion of principal photography of the immediately preceding season. If the LASD and the Board of Supervisors pursuant to a Board of Supervisors hearing 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. The second season of the Series or any subsequent season thereafter, if approved, will commence on the expiration of the immediately preceding season and continue thereafter for a period of one (1) year, but in no event shall Producer produce more than twenty (20) episodes per applicable season. Producer shall provide LASD with the production schedule for each subsequent season of the Series, if any, no later than thirty (30) days prior to the commencement of production of the applicable season.

(d) Notwithstanding anything contained herein in this Agreement to the contrary, in the event Producer seeks approval for the production of a subsequent season of the Series from the LASD and the Board of Supervisors and the LASD and/or the Board of Supervisors subsequently denies such request, in their sole discretion, County agrees not to submit an agreement to the Board of Supervisors between the County and a third party which grants access to TRAP for the production of a reality television series to be based solely on TRAP for a period of six (6) months from the date Producer's written notice requesting the production of a subsequent season of the Series was denied by the LASD or the Board of Supervisors, whichever date is later.

Notwithstanding anything contained in this Agreement to the contrary, County shall not be prohibited from (i) submitting to the Board of Supervisors an agreement with a third party which grants access to any third party to film and/or record a reality television series which may on occasion depict officers, locations, facilities, training and/or other investigations of TRAP and/or any of the units contained within TRAP or (ii) contributing to, or participating in, any local, national or international news items and/or documentaries for television or cable news productions regarding TRAP and/or from making guest appearances by County personnel on any national television, cable, film, news or other episodes regarding TRAP.

(e) 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.

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

2. SERIES FEES/PROFIT PARTICIPATION/BAIT CAR EXPENSES/CLEARANCE EXPENSES

(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 written notice to County and payment to County in an amount equal to Five Percent (5%) of the final budget for the production of the Pilot and the final budgets for any and all Episodes produced based upon the LASD Trap Unit and/or the Access Rights and/or the Property with a floor ("Floor") of Seven Thousand Five Hundred Dollars ($7,500) per Episode. Notwithstanding anything contained herein, the Floor shall not apply to fees paid to County pursuant to this Agreement in connection with a presentation. Such payment to be made in accordance with the payment schedule Producer receives from the network. Following execution of the Buyer Agreement between Producer and the network, Producer shall submit documentation to the County evidencing the final budget for the Pilot and any and all Episodes produced by Producer pursuant to the Buyer Agreement.

(b) Bait Cars: In consideration of the Access Rights and the License granted in this Agreement by County, Producer agrees to donate and/or cause a third party to donate to County the following cars which, upon receipt by County, will be installed with customary cameras and sound equipment typically used in County undercover and/or TRAP operations ("Bait Cars"): (i) two (2) Bait Cars will be donated to County prior to commencement of principal photography of the Series and (ii) one (1) Bait Car, will be donated to County prior to commencement of principal photography of the eleventh Episode of the Series, if ever. The parties will mutually determine the number

of Bait Cars, if any, needed to film the Series beyond the 13th Episode. If LASD and the Board of Supervisors approve a second or any subsequent season of the Series the parties will mutually determine the number of Bait Cars needed to film such seasons. In addition to the donation of the Bait Cars, Producer agrees to donate to County and/or reimburse County for the cost of the cameras and sound equipment and the installation of such equipment in the Bait Cars. Once the afore-mentioned Bait Cars are donated to County, such Bair Cars and the equipment contained therein shall remain the sole property of County for use in its undercover operations and County shall have the right to dispose of such equipment and Bait Cars at any time and in any manner County determines in its sole discretion. County shall own all footage obtained by the Bait Cars but County shall grant Producer the non-exclusive right to use such footage in the Series pursuant to the terms of this Agreement and subject to County's approval rights set forth in this agreement. The parties acknowledge that the type of Bait Car to be donated by Producer pursuant to this Paragraph shall be consistent with the type of Bait Car that County uses in its undercover operations. County and TRAP shall have the right to approve the type of Bait Car to be donated by Producer pursuant to this Paragraph and to inspect the condition of the Bait Car before approving the use of such Bait Car in its operations and/or in connection with the Series. County shall be responsible for paying for the maintenance of each Bait Car donated to County pursuant to the terms of this Agreement after receipt of such Bait Car. Additionally, the County shall be responsible for any liability arising from the use of such Bait Cars donated by Producer and Producer makes no representations and/or warranties with respect to the condition of the Bait Cars donated to County.

(c) Profit Participation: In consideration of the Access Rights and the License granted in this Agreement by County, 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, including but not limited to, exhibition of the Series in all ancillary markets, including DVD and/or video sales. The profit participation definition accorded County shall be no less favorable than that accorded any other participant, including but not limited to, Producer. County shall have customary audit and accounting rights of Producer in connection with this profit definition. Upon request Producer shall supply TRAP and/or the County with any and all distribution and/or sales agreements relating to the Series.

(d) County's Clearance Expenses/Legal Fees: Producer shall pay for any and all reasonable out-of-pocket outside fees incurred in connection with clearance work on behalf of the County and/or TRAP for the Pilot, presentation and/or any Episode of the Series, provided that such fees shall not exceed One Thousand Dollars ($1,000) for a half hour Episode. Producer will include such fees as a line item in the budget for the pilot, presentation and all Episodes of the Series. Additionally, Producer shall reimburse County for any outside legal fees incurred by LASD in connection with the Series (excluding clearance work and/or modifications to this Agreement), for the first season

and each subsequent season of the Series, if any, provided such fees shall not exceed Two Thousand Five Hundred Dollars ($2,500) for any one season of the Series.

3. ATTORNEYS' FEES AND COSTS:

Producer agrees to reimburse County for its legal costs and fees incurred in the negotiation and/or preparation and/or submission of this Agreement to the Board of Supervisors provided that such costs and fees shall not exceed Ten Thousand Dollars ($10,000), receipt of which is hereby acknowledged. Such fees and costs shall be payable upon commencement of negotiations of this Agreement. Additionally, Producer agrees to reimburse County for its documented certifiable legal costs and fees incurred by the County in connection with County's submission and attempt to obtain approval from the Board of Supervisors for production and exhibition of all subsequent seasons of the Series beyond Season One, provided that such fees will be capped at Two Thousand Dollars ($2,000) per subsequent season of the Series.

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 TRAP Unit, including its personnel, equipment, bait car footage and facilities, subject to the terms and conditions of this Agreement. All personnel appearing in the Series shall be followed only during active duty. For the avoidance of doubt, the Access Rights do not include any access to Third Party Participating Agencies and/or Third Party Participating Agencies' personnel and/or facilities owned or controlled by such Third Party Participating Agencies. The involvement or appearance of any Third Party Participating Agencies and/or their personnel and facilities in the Series shall be subject to prior written agreement between Producer and such Third Party Participating Agencies.

(b) 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.

(c) Additionally, LASD shall use reasonable efforts to assist Producer in obtaining access to Third Party Participating Agencies that Producer and the LASD TRAP Unit believe necessary for the production of the Series. As of the date above, the Third Party Participating Agencies in TRAP are as follows: (i) Los Angeles Police Department; (ii) California Highway Patrol; (iii) City of El Monte Police Department; (iv) City of Long Beach Police Department; (v) City of Vernon Police Department; (vi) City of El Segundo Police Department and (vii) City of Glendale Police Department.

Notwithstanding anything contained herein the contrary, the County and the LASD have not granted any right to Producer to film and/or record the activities of Third Party Participating Agencies within TRAP, including but not limited to, the filming of trademarks of such Third Party Participating Agencies. Producer shall not film, use or exhibit any Third Party Participating Agencies' trademarks unless Producer has first obtained all necessary releases from the applicable Third Party Participating Agency. Additionally, if the likeness, image (in any form other than digitally blurred) and/or voice of any employees of such Third Party Participating Agencies, Producer must obtain from such employees releases in a form to be determined by such respective entities and follow any procedures required by those entities during filming/recording and/or the use of such images.

(d) LASD shall provide Producer with introductions to and/or contact details of persons employed by LASD TRAP Unit for the purpose of arranging and recording material and conducting interviews to be included in the Series subject to Producer obtaining all necessary releases for such persons, in a form approved by the County, in its sole reasonable discretion. In order to establish an efficient line of communication between the LASD TRAP Unit staff and the Producer's production staff working on site from time to time, the LASD TRAP Unit will designate appropriate LASD TRAP Unit employees through whom all questions, requests for assistance and all other communications must be made, including requests for filming, interviewing personnel and other scheduling matters.

(e) LASD agrees to allow Producer to observe the LASD Trap Unit personnel during their investigations for TRAP and 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 LASD officers and LASD employees.

(f) Additionally, 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 enforcement duties and/or training. Producer hereby indemnifies the County from and against all claims asserted against the County and/or the LASD and/or TRAP 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 Episode or within a reasonable period of time thereafter.

(g) Producer's employees, agents and independent contractors, including but not limited to, Producer's camera crew which accompany LASD 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.

(h) 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, 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.

(i) 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.

(j) Subject to the approval procedure set forth in Paragraph 4(m) below, At the County's and/or the Board of Supervisor's and/or TRAP'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 the County and/or the Board of Supervisors and/or TRAP believe, in their sole discretion, may jeopardize or interfere with the LASD's and/or TRAP's effectiveness, operations and/or mission and/or which may increase the risk of liability or injury to the County and/or the LASD and/or TRAP 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.

(k) 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. Producer is expressly prohibited from using any hidden cameras and/or microphones unless the location(s) of such cameras and microphones are disclosed to the LASD and the LASD TRAP Unit prior to filming each Episode in which Producer intends upon using such hidden cameras and/or microphones. The parties acknowledge that hidden cameras and /or microphones will be installed by TRAP in the Bait Cars for use in the TRAP operations and in connection with the Series.

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

(m) No later than 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 the following person(s) or departments for inspection, review and final approval: (i) TRAP's project director, (ii) the LASD's Media Unit, and (iii) County Counsel for the LASD. All approvals will be either given or denied within five (5) business days from receipt of the footage by the aforementioned person(s) or departments. At the County's and/or the Board of Supervisor's and/or TRAP'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 and/or TRAP to contain sensitive, privileged and/or confidential information, including but not limited to, investigative techniques and/or operations (other than those operations customarily performed by TRAP and are the subject matter of this Series) and/or (ii) which the County and/or the Board of Supervisors and/or TRAP believe, in their sole discretion, may jeopardize or interfere with the LASD's and/or TRAP's effectiveness, operations and/or mission and/or which may increase the risk of liability or injury to the County and/or TRAP 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 delivered to County on a digital format within thirty (30) days of the County's final determination requiring Producer and/or any licensee 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 delivered to County in digital format within thirty (30) days of final editing of the Series. All footage that is approved pursuant to this Paragraph and is later re-edited by either the Producer or the network shall be subject to the approval procedure set forth in this Paragraph. County shall have the non-exclusive right to use and/or produce such footage upon subpoena in connection with civil or criminal proceedings. Notwithstanding anything contained in this Agreement to the contrary, in the event Producer receives a subpoena and/or court order demanding production of footage and/or other materials obtained in a criminal proceeding by Producer pursuant to this Agreement and/or notice directing Producer to preserve

evidence related to a specific incident, Producer shall comply with such subpoenas and/or court orders and/or notices.

(n) For security purposes, prior to principal photography of any Episode 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.

(o) 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.

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

(q) Producer understands that the activities which they are filming are part of a law enforcement investigation and may be prosecuted by the Los Angeles County District Attorney and in such instances the County has the right to preserve the integrity of such investigations and prosecutions. Upon written request by the Los Angeles County District Attorney, Producer agrees to not air and/or distribute certain designated footage, materials and information in such instances when the Los Angeles County District Attorney determines, in its sole discretion, that the airing and/or distribution of such footage and/or materials and/or information by Producer may compromise the integrity of pending criminal investigations and prosecutions. Additionally, Producer agrees that in no event shall Producer air and/or distribute footage and/or materials obtained by Producer pursuant to this Agreement in connection with pending criminal cases unless such suspects/criminals faces have been blurred or Producer has obtained all necessary releases from such criminals/suspects and all persons depicted in such footage.

(r) 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 information, footage and/or recordings obtained by Producer pursuant to this Agreement except in the production and exploitation of the Series and/or disclosing the terms of 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. Notwithstanding anything contained in this Agreement to the contrary, Producer may, in its sole discretion, make incidental remarks regarding the County's involvement in the Series.

(s) Producer hereby agrees to make available to the Los Angeles County District Attorney upon written request any and all information and/or footage and/or recordings obtained by Producer pursuant to this Agreement. Therefore, notwithstanding anything contained in this Agreement to the contrary, Producer hereby acknowledges that California Evidence Code Section 1070 (Refusal to Disclose News Source) and any corresponding federal or other jurisdictional privilege for journalistic sources shall not apply in the event of a request for information for use in any criminal proceedings involving the subject matter of this Agreement and or footage and/or recordings obtained by Producer pursuant to this Agreement. However, if Producer becomes legally compelled by court order in a civil proceeding filed against the County and/or the LASD to disclose any information and/or 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 civil court. In the event that a protective order or other remedy is not obtained by Producer in such civil proceeding, Producer will give written notice to County of such decision and Producer will furnish only that information that is legally compelled and necessary to disclose to a party requiring disclosure pursuant to the advice of Producer's attorneys and in consultation with the County's attorneys.

5. NO COST TO COUNTY/OVERTIME COSTS

(a) 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 TRAP Unit and the County authorizes its personnel to participate as required by Producer.

(b) 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.

(c) Producer agrees to pay County for any and all overtime incurred by County in order to assist Producer and/or to accommodate the Producer's filming schedule. It is currently contemplated that the LASD will incur approximately Eighty Dollars ($80,000) in overtime wages for the LASD TRAP Unit for every (4) four weeks of

filming by Producer pursuant to the Agreement. Producer agrees to pay such overtime costs within five (5) business days of receipt of an invoice from LASD and/or County for such costs. Additionally, 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) To the best of Producer's knowledge, 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 subject to Producer's ownership rights in the Series as set forth in this Agreement.

8. LASD OFFICIAL BADGE/ THIRD PARTY PARTICIPATING AGENCIES BADGES

Producer is and/or is deemed to be aware of the laws and penalties regarding use of the LASD's badge and Third Party Participating Agencies' badges 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 for the County of Los Angeles. 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 and/or any Third Party Participating Agencies' badges by Producer and/or any third parties, including but not limited to, the display of a badge which resembles the LASD's official badge and/or that of a Third Party Participating Agency in a manner which would tend to indicate an official sponsorship by or association with the LASD and/or a Third Party Participating Agency and/or reasonably confuse the public as to the relationship between the LASD and/or the applicable Third Party Participating Agency 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. Notwithstanding anything contained herein to the contrary, the County and the LASD do not grant the use of any badge for any Third Party Participating Agencies and all such use shall be subject to the prior written approval of the applicable Third Party Participating Agency in each and every instance.

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. Notwithstanding anything contained herein to the contrary, County acknowledges that Producer and/or the network airing the Series pursuant to the Buyer Agreement shall have the sole and exclusive right to bring actions of any type, including infringement actions, involving the Series itself as well as trademarks owned by Producer and/or the network airing the Series.

(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. Notwithstanding anything contained in this Agreement to the contrary, Producer will not use the County's trademarks in the title of the Series without the prior written consent of the 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 under this Agreement 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 twelve (12) months following delivery of the pilot/presentation and/or first episode all Rights granted under this Agreement shall revert to County at such time, subject to Paragraph 10(e) below.

(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 under this Agreement shall revert to County subject to Paragraph 10(e) below 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 under this Agreement shall revert to the County subject to Paragraph 10(e) below 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, but excluding those reasons set forth in Paragraph 11(a) and subject to County's approval rights, Producer shall retain the right to exploit the then-existing/produced programming based on the Rights on pay, free or cable television, worldwide, in perpetuity and in ancillary markets, including but not limited to, pod casts, DVD,VOD, wireless media and other similar media(but specifically excluding theatrical exhibition) and marketing, advertising and promotion of the Series in all media.

11. TERMINATION/SUSPENSION

(a) County may elect to terminate this Agreement and all Rights granted herein, in the event Producer is in material breach of any provision of this Agreement and such breach continues for five (5) business days after written notice, except that if such material breach or failure is not curable, County may terminate this Agreement immediately, with written notice to follow as soon as practicable in each case.

(b) The LASD and/or County may elect in their sole discretion to terminate this Agreement and all Rights granted herein following the completion of production of the First Season and each subsequent season of the Series thereafter, if any, upon thirty (30) day written notice.

(c) Additionally, this Agreement shall terminate at such time, if ever, that TRAP ceases its operations. County shall provide Producer with thirty (30) day written notice in the event TRAP ceases operations.

(d) 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.

(e) 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.

(d) The LASD has the right to suspend the grant of rights to enter and film in its facilities ("Suspension") at any time, without advance notice, where emergency, acts of God, natural disasters, terrorists alerts, civil disorders and/or other operational requirements, in the discretion of the personnel in charge of the applicable facility at the time of use, cause such Suspension. Such Suspension shall be communicated to the Producer and Producer and all of its personnel agree to follow the instructions and orders of LASD, including immediate departure from the LASD facilities without challenging the discretion or any of such instructions or orders. Alternative and mutually convenient dates and times shall be rescheduled following such Suspension.

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 defend, indemnify and hold harmless TRAP and the County and their respective officers, directors, employees, partners, agents, attorneys, successors, assigns, parents, subsidiaries, parent company and affiliated companies ("Indemnitees") against any claims, costs, lawsuits, liabilities, damages, expenses or losses, including reasonable attorneys' fees, expert fees, and all reasonable actual related costs (collectively "Claims"), for damages of any nature whatever, including but not limited to, intellectual property infringement (including but not limited to the right of publicity), 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 and County's performance of this Agreement, but excluding claims based on County's intentional acts and/or negligence. Notwithstanding anything contained herein, the respective legal counsels for the Indemnitees will have the exclusive right to choose the counsel to represent the respective Indemnitees 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. 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.

16. 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: Tanya Mallean
Telephone: (310) 786-8876
Facsimile: (310) 786-8878

To Producer:

Earth Angel Productions, Inc.
4000 Warner Boulevard
Burbank, CA 91522
Attention: Mark Wolper
Telephone: (818) 954-1421
Facsimile: (818) 954-1593

Courtesy copy:

Tom Fineman
Myman, Abell, Fineman, Fox, Greenspan & Light
11601 Wilshire Boulevard
Suite 2200
Los Angeles, CA 90025
Telephone: (310) 231-0820
Facsimile: (310) 207-2680

17. 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.

18. COMPLIANCE WITH LABOR UNIONS AND GUILDS

In the event any person(s) employed by Producer with regard to the Series produced hereunder is a member(s) of any union(s) and/or entertainment guild(s) (e.g., Directors Guild of America, Writers Guild of America, IATSE, etc.) in a guild capacity, Producer shall become signatory to such union(s) and/or guild(s) and comply with the provisions of the applicable bargaining agreement(s).

19. NETWORK GUARANTY

In the event Producer enters into a Buyer Agreement for the Series with a network, Producer will contractually obligate the network to guarantee the financial obligations of Producer and the permitted use of the approved footage and recordings under this Agreement and to execute a guaranty in a form acceptable to County.

20. 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.

21. 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.

22. 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

EARTH ANGEL PRODUCTIONS, INC.

Date: 5-1-09

_____
Name: Mark Wolper
Title: President

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Date: 5-7-09

By: _____
Leroy D. Baca, Sheriff

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

By: _____
Deputy

APPROVED AS TO FORM:

ROBERT KALUNIAN
Acting 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	76529363	3164345
4.	LASD patch logo	76530615	2905830
5.	LASD Badge design	76529551	registration pending
6.	A Tradition of Service	76530617	2896823

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 "E." 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

5.64.310 Manufacture of

official badges.

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.

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.)

CALIFORNIA PENAL CODES REGARDING USE OF PEACE OFFICER BADGES

538d. (a) Any person other than one who by law is given the authority of a peace officer, who willfully wears, exhibits, or uses the authorized uniform, insignia, emblem, device, label, certificate, card, or writing, of a peace officer, with the intent of fraudulently impersonating a peace officer, or of fraudulently inducing the belief that he or she is a peace officer, is guilty of a misdemeanor. (b) (1) Any person, other than the one who by law is given the authority of a peace officer. who willfully wears, exhibits, or uses the badge of a peace officer with the intent of fraudulently impersonating a peace officer, or of fraudulently inducing the belief that he or she is a peace officer, is guilty of a misdemeanor punishable by imprisonment in a county jail not to exceed one year, by a fine not to exceed two thousand dollars ($2,000), or by both that imprisonment and fine. (2) Any person who willfully wears or uses any badge that falsely purports to be authorized for the use of one who by law is given the authority of a peace officer, or which so resembles the authorized badge of a peace officer as would deceive any ordinary reasonable person into believing that it is authorized for the use of one who by law is given the authority of a peace officer, for the purpose of fraudulently impersonating a peace officer, or of fraudulently inducing the belief that he or she is a peace officer, is guilty of a misdemeanor punishable by imprisonment in a county jail not to exceed one year, by a fine not to exceed two thousand dollars ($2,000), or by both that imprisonment and fine. (c) Any person who willfully wears, exhibits, or uses, or who willfully makes, sells, loans, gives, or transfers to another, any badge, insignia, emblem, device, or any label, certificate, card, or writing, which falsely purports to be authorized for the use of one who by law is given the authority of a peace officer, or which so resembles the authorized badge, insignia, emblem, device, label, certificate, card, or writing of a peace officer as would deceive an ordinary reasonable person into believing that it is authorized for the use of one who by law is given the authority of a peace officer, is guilty of a misdemeanor, except that any person who makes or sells any badge under the circumstances described in this subdivision is subject to a fine not to exceed fifteen thousand dollars ($15,000).

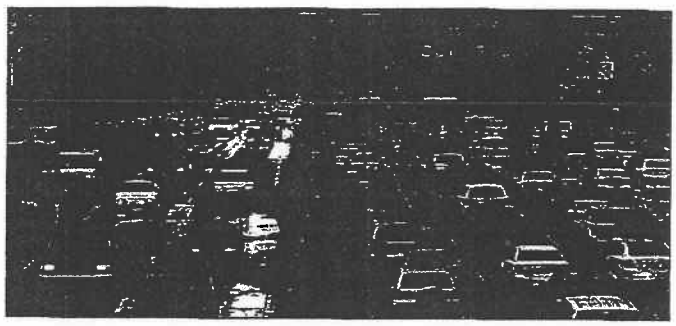
538e. Any person, other than an officer or member of a fire department, who willfully wears, exhibits, or uses the authorized badge, insigne, emblem, device, label, certificate, card, or writing of an officer or member of a fire department or a deputy state fire marshal, with the intent of fraudulently personating an officer or member of a fire department or the Office of the State Fire Marshal, or of fraudulently inducing the belief that he is an officer or member of a fire department or the Office of the State Fire Marshal, is guilty of a misdemeanor. Any person who willfully wears, exhibits, or uses any badge, insigne, emblem, device, or any label, certificate, card, or writing, which falsely purports to be for the use of an officer or member of a fire department or deputy state fire marshal, or which so resembles the authorized badge, insigne, emblem, device, label, certificate, card. or writing of an officer or member of a fire department as would deceive an ordinary reasonable person into believing that it is authorized for use by an officer or member of a fire department or a deputy state fire marshal, is guilty of a misdemeanor. Any person who, for the purpose of selling, leasing or otherwise disposing of merchandise, supplies or equipment used in fire prevention or suppression, falsely represents, in any manner whatsoever, to any other person that he is a fire marshal, fire inspector or member of a fire department, or that he has the approval, endorsement or authorization of any fire marshal, fire inspector or fire department, or member thereof, is guilty of a misdemeanor.

EXHIBIT E

EXHIBIT E

EXHIBIT F

TREATMENT



Cars, cars and more cars... Show me any adult without a car in Los Angeles, and I'll show you someone who has probably had his or her car stolen!

Auto theft is big business. It is the most costly property crime in the nation (equaling almost all other property crimes combined – 48%). Los Angeles County, regrettably, has earned the dubious title of "The Car Theft Capital of the West Coast", with over 62,000 thefts a year, at an annual cost of millions of dollars.

Stolen cars are used in all sorts of crimes, including but not limited to, murder, kidnapping, rape, robbery, drug smuggling/dealing, gang drive-by shootings, gun trafficking, money laundering, and "opportunity" theft by crooks on the street

In an effort to combat this growing crime, and to address growing public concerns, the Los Angeles County Sheriff's Department initiated, and through the Los Angeles County Board of Supervisors, implemented the Taskforce for Regional Autotheft Prevention (TRAP). TRAP is an integrated, multi-jurisdictional, multi-agency, law enforcement taskforce to investigate, prosecute, and deter vehicle theft. TRAP is under the leadership of Los Angeles County Sheriff Leroy Baca.

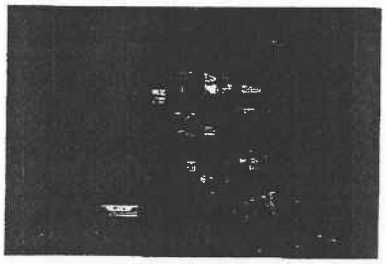
What viewers will be seeing is the actual work of the taskforce detectives in action. The TRAP team spends every day making the streets of Los Angeles safe for motorists, through their deployment of camera-and-sound-equipped BAIT CARS. Los Angeles has more bait car attempts than any other city in the world

4000 WARNER BLVD • BUILDING 14, STE 200 • BURBANK, CA 91522 • PHONE (818) 524-2421

The reality series will cull tapes from the investigations of the four distinct Regional TRAP teams Each TRAP team is located in clandestine sites throughout Los Angeles County, where they have the ability to monitor two to three TRAP Bait Cars at a time.

The audience will watch, almost comically at times, as the TRAP criminals get in the "fixed rat trap" car and feel very comfortable that they have gotten away with a great and fun crime....and so easily.

Each TRAP episode will use interviews with detectives to help "flesh out" each featured story. These interviews will spotlight the dedication and professionalism of the taskforce detectives. Clearly, their motivation is to help keep the public safe from harm. They use the utmost caution when executing these operations because, as satisfying as it may be to take a car thief off the streets, they do not want anyone (including the alleged criminal) to be injured during the operation The care, caution and planning will impress even the most casual viewer, proving that when it comes to earning the public trust, this multi-agency taskforce not only talks the talk but walks the walk.



Series Premise:

"They get in, but they don't get out".

TRAP is a fast paced, half-hour documentary series that shows car thieves getting caught red-handed... on VIDEO!

Viewers will thrill to a thrilling barrage of back-to-back videos of car thieves in action. The thieves laugh, skillfully breaking into a car, callously inured to the pain of their victims... until they realize, too late, that for all their stealth and subterfuge, they were doomed from the moment they spotted the car!

Just as the thieves are cruising around, high-fiving their success, the windows roll up, as if by magic. CLICK! The thieves find the tables turned when the car they just "stole" LOCKS THEM INSIDE, like a RAT IN A CAGE! They freak out, trying to smash the windows or *re*-hotwire the car so they can drive away Some are actually crying as law enforcement personnel descend on the car. When staring down the barrel of a handgun, these crooks realize their only way out is through the Criminal Justice System!

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Like other fast-paced reality shows, such as COPS, this show is relentless, with one video following another, each more entertaining than the last. Even though the end of each segment is never in doubt, what happens between the thief's approach and his arrest is always outrageously, addictively surprising!

These "rat trapped in the car" setups lead to the capture of professional auto thieves as well as some very unprofessional auto thieves who suddenly find themselves cut off from joy riding, speeding, having fun, smoking, drinking...when the doors lock, the car turns itself off and the windows roll themselves up!

The thieves are always shocked and horrified, guaranteeing a great payoff for the viewers of the show. Plus, this program has a 100% conviction rate for thieves involved in the TRAP.

Other communities have seen the added benefits of publicizing a well-run bait car operation: many thieves are DETERRED from stealing in that department's jurisdiction precisely because they KNOW an "easy mark" could be a TRAP! In this way, the LASD is confident that participating in this show will not only positively showcase auto theft enforcement efforts in Los Angeles County, but will also have a real, measurable effect in suppressing crime.

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The Bait Car and Surveillance:

The Bait Car is a late-model-high-theft-incident vehicle. Cameras are placed everywhere within our high tech cars, which are remotely controlled and deactivated by radio signal.

The cars (and the show) benefit from state-of-the-art technological equipment, including night-vision cameras, and the most advanced audio, visual and remote operating devices – enables complicated and sophisticated undercover operations to go undetected by the cleverest of criminal groups...and also the dumbest of criminals!

The audience is a "fly on the wall" in the actual stolen car, seeing and hearing everything, courtesy of the many cameras hidden throughout the bait car. Viewers will also delight from our hidden cameras outside the vehicle for even more "coverage."

The true payoff, however, is the taskforce's superior law enforcement skills and unique ability to capture the full interior of the car on video, preserving forever the angst of the criminals once officers remotely turn the car's engine off, and automatically lock the doors and windows. It's a moment these thieves would like to forget... but one that millions of law-abiding Americans will love to watch over and over and over again!

It's "Punk'd" meets "Gone in 60 Seconds"!

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