



April 5, 2018

Collin County, Texas Justice Court

Attn: Judge Paul Raleeh

Re: "Untitled Night Court Project" – Access Agreement

Judge Raleeh,

This letter will confirm the agreement ("Agreement"), dated and with effect from April 5, 2018 (the "Effective Date"), between Collin County, Texas Justice Court ("CCTJC") and Big Fish Entertainment LLC ("Producer") with respect to Producer's television series currently entitled "Untitled Night Court Project" as more fully described in Exhibit A attached hereto (the "Series"):

1. Term. The term of this Agreement ("Term") is the period commencing on the Effective Date and continuing for one (1) year through and including, April 4, 2019 (the "Initial Contract Year"). The parties shall have the right to extend the Term for an additional one (1) year, through and including, April 4, 2020 by mutual agreement. If any television network for which Producer is producing the Series (the "Network") desires additional options to order more Series episodes for production requiring access beyond the Initial Contract Year, Producer and CCTJC shall negotiate in good faith to extend the Term as required by the Network (for purposes of this Agreement any extension hereunder may collectively be referred to as the "Extended Term").
2. Access. During the Term, and any Extended Term, CCTJC hereby grants to Producer and its production personnel permission to enter upon and use CCTJC's public processing area (e.g., Front Counter) and courtrooms (provided that Producer's use of other areas and facilities utilized by and/or in connection with CCTJC shall require CCTJC's approval on a case-by case basis) (collectively, "CCTJC Property") in addition to permission to accompany CCTJC judges, magistrates and/or other court personnel, attorneys, bailiffs, officers and those associated with CCTJC cases and affairs (collectively "CCTJC Personnel") during the course of their duties or otherwise (subject to the advance limitation imposed by CCTJC as necessary for the safety and security of the CCTJC Personnel and CCTJC Property) for the purpose of filming, videotaping, photographing and otherwise recording the CCTJC Personnel and the cases they hear as it relates to the "NIGHT COURT PROJECT" and oversee and/or become involved in, and all or any part of the exterior and interior and contents of CCTJC Property, including names, signs and identifying insignia of CCTJC in connection with production of the Series, related series, or derivative work and the marketing, promotion and publicity thereof. Producer shall have the right to make such use of CCTJC Property as may reasonably be required, including, without limitation, the right to place all necessary personnel, facilities, vehicles and equipment on CCTJC Property (subject to CCTJC's reasonable approval over the placement of Producer's personnel, facilities, vehicles and equipment on CCTJC Property for the purposes of ensuring that CCTJC proceedings and/or security are not impeded), and Producer agrees to remove same after completion of work and leave CCTJC Property in substantially the same condition as when Producer entered upon CCTJC Property, reasonable wear and tear excepted. CCTJC further agrees that Producer shall be entitled to return to CCTJC Property thereafter at a mutually acceptable date and time, if and as required for still photography or other activity required in connection with the production, promotion or other exploitation of the Series. CCTJC acknowledges and agrees

that no releases or written permissions shall be required for any and all persons appearing in CCTJC's open court, and/ or public area of CCTJC Property (e.g., hallways, entrance ways, etc.) (collectively, "Public Areas"). Notwithstanding the foregoing, Producer acknowledges and agrees that Producer shall be responsible for obtaining any necessary permissions from those persons appearing on-camera in connection with the Series other than those who appear in the Public Areas.

3. License. CCTJC licenses to Producer and its successors, subsidiaries, licensees and assigns, the right to photograph, record, reproduce and otherwise use CCTJC Personnel and CCTJC Property and all CCTJC Personnel and CCTJC Property names, voice, likeness, images, trademarks, service marks, tradenames, logos, copyrighted material and/or other materials to which Producer is afforded access hereunder in and in connection with the development, production, exhibition, exploitation, and promotion of the Series, related series or derivative work, and the marketing, promotion, and publicity thereof and/or otherwise, in all forms of media, now known or hereinafter invented, throughout the world an unlimited number of times in perpetuity.
4. Exclusivity. Until the expiration of the one (1) year period commencing upon the end of the Term or Extended Term: (a) the rights of access and license granted by CCTJC pursuant to paragraphs 2 and 3 above, respectively, shall be exclusive to Producer with respect to competitive long-form programming (e.g., programming focused on courts and/or the cases heard therein) or programming otherwise featuring CCTJC produced for exhibition by means of television, the Internet and/or any other audio-visual media (whether now known or hereafter invented), excluding news programming and programming covering the activities of CCTJC produced for exhibition on CCTJC's website (collectively, "Permitted Programming"); and (b) CCTJC shall not authorize anyone (other than Producer) to develop and/or produce programming of a similar format or concept that depicts the activities of CCTJC in any audio-visual media, except for Permitted Programming.
5. Safety / Security Review and Consultation Rights. Producer will provide CCTJC with forty-eight (48) hours to review and comment on any pre-recorded segments of the Series featuring CCTJC Property or CCTJC Personnel for the purpose of identifying any safety or security risks to CCTJC (e.g. recognition of a confidential informant, undercover officer, etc). If no comments are received by Producer following such forty-eight (48) hours, the segments will be deemed reviewed by CCTJC. CCTJC shall have the right to review the content for factual accuracy, security and/or safety concerns, issues related to legal privilege and confidentiality, and CCTJC classified information, provided that it is understood that Producer and Network shall make the final decision regarding the creative content of the Series and each episode thereof (including without limitation themes, featured events, story line, timeline, sequence of events, etc.).
6. Ownership. All film, videotape, still photographs and other visual and/or audio recordings or representations (e.g., studios sets or designs) of CCTJC Property or CCTJC Personnel created by or with the authorization of Producer are collectively referred to herein as the "Material". Producer shall be the sole and exclusive owner of the Material with the right for the full period of copyright, including all extensions and renewals thereof, and thereafter in perpetuity, throughout the universe, to use and re-use, an unlimited number of times, all or any part of the Material for the purpose of making and producing television programs and other works, and advertising, publicizing and exploiting the same, by all means and in all media, whether now known or hereafter devised, and to authorize others so to do. Neither CCTJC, nor any employee of CCTJC, nor any other party now or hereafter having an interest in CCTJC Property or Personnel, shall have any right of action against Producer or any other party arising out of any use of said Material. Neither the expiration of this Agreement in its normal course nor its sooner termination for any reason shall affect the ownership by Producer of the Material.
7. Credit. CCTJC acknowledges that any credits or other identification of CCTJC that Producer may furnish in connection with the Series or otherwise shall be at Producer's sole discretion. Notwithstanding the foregoing, Producer agrees to accord CCTJC an on-screen credit in substantially the form "Special Thanks to the "Collin

County Texas Justice Court Precinct 1" in accordance with the Network's then-current credit policies, for all Series episodes in which CCTJC personnel and activities are depicted. Producer shall determine the size, position, manner of presentation and all other matters with respect to such credit in its sole discretion. No casual or inadvertent failure by Producer, nor any failure by any third party, to accord such credit shall be deemed a breach of this Agreement by Producer.

8. No Obligation to Proceed. CCTJC acknowledges and agrees that Producer is not obligated to actually use CCTJC Property or produce the Series or include the Material in the episode of the Series for which it was prepared or otherwise exercise any or all of Producer's rights hereunder.
9. No partnership. It is expressly understood and agreed that the parties do not by this Agreement intend to form an employment relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, partnership or joint venture. CCTJC and CCTJC Personnel shall at all times continue to independently conduct their operations and activities as they customarily operate, without regard to any other creative or logistical demands placed upon them by, or as a result of, the filming and production of the Series.
10. Insurance. Producer will obtain and keep in force during production of the Series with CCTJC a policy of commercial general liability insurance naming the CCTJC as an additional insured entity in a minimum amount of \$1,000,000 and provide proof thereof to the CCTJC prior to the commencement of production.
11. Indemnification. Producer agrees to defend, indemnify and hold harmless CCTJC from and against any and all third party liabilities, third party claims, costs, damages, losses, or judgments arising out of or in connection with the development, production, distribution, or other exploitation of the Series. CCTJC agrees that Producer shall have the sole right to control the legal defense against any claims, demands or litigation, including the right to select counsel of its choice and to compromise or settle any such claims, demands or litigation.
12. Governing Law and Venue. This Agreement and any claim or dispute relating in any way to the activities under this Agreement, shall be governed by and construed in accordance with the substantive laws of the State of Texas, without regard to the conflict of law provisions thereof. Venue for any action or suit arising under or relative to this Agreement or brought to interpret or enforce this Agreement shall lie exclusively in the appropriate state or federal court situated in Collin County, Texas and the parties submit to the in personam jurisdiction thereof and waive any objections they may have as to jurisdiction or venue in any such courts.
13. Notice. Any notices or communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed delivered by one party to another party when personally delivered to them or placed in a depository under the control of the United States Postal Service and mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to:

If to CCTJC:

Collin County, Texas Justice Court

Attn: Judge Paul Raleeh

If to Producer:

Big Fish Entertainment, LLC

1411 Broadway, 16th Floor
New York, NY 10018
Attention: Daniel Cesareo

With a courtesy copy to:
Del Shaw Moonves Tanaka Finkelstein & Lezcano
2120 Colorado Avenue, Suite 200
Santa Monica, CA 90404
Attn: Ethan J. Cohan, Esq. and Todd J. Weinstein, Esq.

14. Miscellaneous. Each of the individuals signing this Agreement below represents that such individual is empowered to execute this Agreement on behalf of the party for which such individual is acting. Producer may assign its rights under this Agreement in whole or in part to any person, firm, or corporation related to the production, distribution or exploitation of the Series. CCTJC shall not be permitted to assign or delegate any of rights or obligations under this Agreement. Except if required by law, CCTJC shall at all times keep the terms of this Agreement confidential. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Any executed counterpart sent by facsimile or transmitted electronically in Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. In the event that any provision hereof shall be deemed invalid or unenforceable due to any law, said provision shall be modified to the minimum extent necessary to effect compliance with such law, and in any event such invalidity or unenforceability shall have no effect upon the remaining terms and condition hereof. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein, supersedes and replaces all prior understandings and agreements concerning such subject matter, whether written or oral, and cannot be modified except in writing signed by the parties.

If the foregoing complies with your understanding of our agreement, please so signify by countersigning this letter where indicated below.

Very truly yours,

BIG FISH ENTERTAINMENT LLC

By: _____
Daniel Cesareo, its Managing Member

ACKNOWLEDGED AND AGREED:

By: _____

Its: _____

Exhibit A

Series Concept

Big Fish Entertainment LLC ("BFE") proposes a multi-part series that embeds in courtrooms in several cities across the country, for the duration of the Series. It's an unprecedented in-depth, documentary look at the United States Judicial System, as never before seen on television. We'll embed in several cities across the country following judges, prosecutors, defense attorneys, defendants in each city across the 8-12 week run.

In Collin County, Texas we propose embedding with the Collins County Texas Justice Court ("CCTJ Court") during intake, hearings, trials (criminal or civil), and conclusions of the proceedings to capture the "real-time" perspective and diversity within the court system and the city. The story will be told through the experiences in the courtroom. In addition to the content, episodes will feature packages that will further showcase the judges, defense lawyers, prosecutors, the work, the locations, and the courts.

The Internet is littered with hundreds of real courtroom scenes. Many States, Cities, and Courts across the country, in an effort to encourage transparency and communication, have allowed cameras into the proceedings. "Untitled Night Court Project" will be an extension of this communication and outreach effort.

While the concept as a television series is new, several members of the Big Fish production team have worked on various judicial system, law enforcement, emergency services, and military focused programs, and we are intimately familiar with the legal and ethical concerns and will work closely to ensure all guidelines are met.

Legal Precautions

BFE will be able to eliminate or blur confidential and/or other protected material and address legal concerns prior to broadcast. A court representative will be able to give notes on content and safety protocols on behalf of the judges, the court, and the city, pursuant to the terms set forth in the Agreement.

Network

A&E, home to "Live P.D.," "First 48," and "Scared Straight," is currently the broadcast partner for the project.

Film Crews

Each crew will generally consist of three-four members: two camera operators, one audio person, and one producer. The crew will have extensive experience working with the court system, and will have a working knowledge of procedures and protocol. As always, they will follow the directions of their assigned judges, administrators, and court officers. Safety and legal propriety of the film crew are paramount. At no time will safety or justice be secondary to filming. Court officials will control environment at all times and be able to stop filming at their discretion.

Access to Locations

The primary locations for the series shall include public streets, courtrooms, additional court common areas, judges' chambers, administrative offices, deliberation rooms, and intake and holding facilities. BFE will be responsible for obtaining permission to shoot on any private property.

Access to the XXXX City Court

BFE requires access to one small area within the CCTJ Court to stage its operations, re-charge batteries, and undertake other production-related activities. BFE will be responsible for security of its equipment. BFE will need parking for two vehicles at the court or at a parking lot adjacent to the court.

Access to Key Characters

The proposed main characters in the series would include 3 to 5 key court officials involved in the CCTJ Court. Coverage of officials would be simultaneous at times, but may also rotate periodically. The privacy of all court officials will be respected and strictly enforced.

Activities

BFE filming may include, without limitation, any and/or all of the following activities:

- Hearings
- Arraignments
- Trials
- Operations
- Day-to-day court meetings
- Judges and court officials preparing for work in-house
- Any assignment process
- Intake
- Decision
- Bail
- Regular Interviews with key officials of the court, judge, defendants, attorneys, prosecutors, jurors, and witnesses
- Activity at the court

All access will be controlled by the CCTJ Courts' Public Information Officer or Chief Judge, as well as the specific court officials and other participants involved. BFE will provide a liaison with the CCTJ Court to maintain communication and updates at all times concerning the activities and whereabouts of the production crew. BFE will work with CCTJ Court members to develop strict protocols in regards to the parameters of filming.