

October 1, 2015

Sheriff, Clark County Indiana
Clark County Michael L. Becher Adult Correctional Complex
501 E. Court Ave
Jeffersonville, IN 47130

Dear Ladies and Gentleman,

On behalf of First Timers Holdings, LLC (“Producer”), Producer would like to enter into an agreement (“Agreement”) whereby gaining access (behind the scenes) to the Clark County Micheal L. Becher Adult Correctional Complex facility (“Facility”) for the purpose of developing and producing a television series (“Series”) for distribution on A&E Television Networks, LLC (“Network”).

Producer intends to film/tape and record (using exposed and/or hidden devices) the principals, employees, contractors, inmates and vendors of Facility (“Personnel”) within the Facility where Producer follows Personnel at the Facility and as the Personnel engage in their day to day business and interact with each other and others who visit Facility location at 501 E. Court Ave, Jeffersonville, IN 47130 (the “Property”). Producer plans to document such activity for distribution on the Network as the Series. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Producer and Facility agree as follows:

1. **Access.**

A. Facility acknowledges that it is aware of the nature of the Series, as described by Producer. Facility shall use reasonable and good faith efforts, subject to the terms and conditions of this Agreement, to cooperate with Producer to ensure the successful production of the Series. Facility will be entitled (but not obligated) to have a representative present during all taping of any Episodes (as defined below) of the Series (if and as applicable); provided that Facility’s representative shall not interfere with and/or hinder Producer’s schedule and/or taping of the Episode. It is currently anticipated that filming of the first cycle of the Series will take approximately ninety (90) days at the Property.

B. The Facility grants permission for Producer to film and work alongside the Personnel of the Facility as they perform their daily responsibilities at the Property, provided Producer does not interfere with the Facility or its Personnel as well as any other events occurring at the Property. Producer agrees to abide by the guidelines and policies as determined by the Facility with regards to the production of the Series, as mutually agreed upon prior to filming. Producer and Facility shall also mutually agree upon standard operating procedures for the parties to manage the Series’ documentation/interaction with the Personnel, prior to Producer’s commencement of filming for the Series. Facility agrees that it shall use commercially reasonable efforts to aid Producer in obtaining releases from all Personnel, or any other person(s), who may appear in the Series and/or any additional releases Producer shall prepare and provide, including without limitation any special forms of releases related to minors, all in the form required by Producer.

C. Producer is not obligated to produce, broadcast or otherwise use or exploit Facility’s or any Personnel’s participation (if any) in the Series, the Material (as defined below) or any part thereof, or the Series or any Episode, and the Network, its successors, licensees and assigns may broadcast the Series or any Episode with or without the Material or any portion thereof, as Producer may determine in its sole discretion.

2. **Series Options.**

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A. Facility hereby grants to Producer an exclusive and irrevocable option to have Facility participate in the first cycle of the Series (“Initial Series Option”). The duration of this Initial Series Option shall extend from the effective date of this Agreement through the date that is fifteen (15) business days following Producer’s written acceptance of an unconditional written order from Network for the first cycle of the Series (the “Initial Series Option Period”), and shall be exercisable, if at all, at Producer’s sole discretion, by written notice to Facility from Producer prior to the expiration of the Initial Series Option Period.

B. If Producer, in its sole discretion, produces any additional cycle(s) of the Series after the first cycle of the Series, (each an “Additional Series Cycle”, with the first Additional Series Cycle referred to as the “First Additional Series Cycle” and the second Additional Series Cycle referred to as the “Second Additional Series Cycle,” and so on), Producer shall have five (5) exclusive, irrevocable options to engage Facility’s services for participation in one (1) or more episodes in any such Additional Series Cycle(s) (each an “Additional Series Cycle Option”). Each Additional Series Cycle Option is exercisable by written notice to Facility by the earlier of (a) nine (9) months after the premiere of the last episode of the then-current cycle or (b) twelve (12) months after delivery to the Network of the last episode of the then-current cycle.

3. **Fees.**

In consideration for the exclusivity set forth herein and all rights and the access described herein, if Producer receives an order from the Network to produce the Series and the Series is produced and, provided that the Facility is not in breach of this Agreement, Producer shall pay Facility a fee of Five Hundred Dollars (\$500) (the “Fee”) per day during which Producer is shooting on the Property. The parties acknowledge and agree that the Fee is inclusive of Producer’s use of the Property for the Series and any consideration payable to Personnel appearing in the Series, all of which shall be Facility’s sole responsibility, and Producer shall not be obligated to pay any fee to such Personnel. Notwithstanding the foregoing, Producer shall reimburse the Facility for the labor costs associated with providing a Facility representative to assist Producer with production of the Series during principal photography of the Series and the Facility’s reasonable, documented, outside attorneys fees related to Facility’s participation in the Series, in an amount to be mutually agreed upon by the parties.

4. **Grant of Rights.**

A. In connection with the Series (if Producer exercises its Initial Series Option and/or any Additional Series Cycle Option), Facility irrevocably grants to Producer the right to videotape, film and otherwise record (using exposed and/or hidden devices) the Personnel in connection with their day-to-day business and any and all other meetings and events in connection therewith as Producer reasonably requests and any of Personnel’s statements and appearances, including Personnel’s names, voices and likenesses in connection with the Series. Any and all information that Facility supplies or may supply, including by electronic media (such as biographical information, photographs and videotapes of Personnel), voice and sound effects in connection with the Series (including, without limitation, any act, poses, plays, vocal, instrumental, musical and other sound effects, and compositions of any kind or nature), and the results and proceeds of Facility’s participation in the Series as filmed and recorded by Producer, shall be referred to as the “Material.” The Material, including the copyrights and all other rights herein, heretofore or hereafter created or contributed by Facility which in any way relate to the Series or to any of the material on which the Series, whether or not actually used by Producer in or in connection with the Series, are and shall be deemed to be work-made-for-hire specially ordered or commissioned by Producer and shall be the sole and exclusive property of Producer. If under any applicable law the fact that the Material is a work-made-for-hire is not effective to place authorship and ownership in Producer of the Series, the Material, and all rights therein, then to the fullest extent allowable and for the full term of protection otherwise accorded to Facility under applicable law, Facility hereby assigns and transfers to Producer any and all rights of any nature, including, without limitation, the copyright, and, in connection therewith, any and all right

title and interest of in the Series and any other works now existing or hereafter created containing the Material. The Material may be used, broadcast, exhibited, distributed, advertised, publicized, promoted or otherwise exploited (including, without limitation, for ancillary purposes such as merchandising and publishing, and any and all other commercial and non-commercial purposes) in any and all media, any and all forms and versions, whether now known or hereafter devised, throughout the universe, in perpetuity, in any and all languages and markets, at any time and from time to time, and for any purpose, including in connection with the Series or any prequel or sequel thereto, future cycles thereof or remake or compilation thereof. To the extent requested by Facility, Producer will provide Facility with access to any footage owned or controlled by Producer which pertains to an open investigation by Facility on the Property, solely for the purpose of conducting such investigation.

B. Notwithstanding anything to the contrary herein, any Material provided to Producer by Facility that constitutes written, electronic or other materials that are the property of Facility and constitute pre-existing materials not created in connection with the production of the Series (“Facility Property”) shall remain the sole property of Facility and Producer shall not retain any rights in the Facility Property other than the non-exclusive right to exploit such Material as set out above. The Material may be edited, cut, rearranged, adapted, dubbed or otherwise revised or modified by Producer in its sole discretion, and Facility waives the exercise of any “moral rights” and “droit moral” and any analogous rights however denominated in any jurisdiction in the world. Producer will own any so called “rental and lending rights” or similar rights with regard to the Material and the Series.

C. Facility hereby grants to Producer and its licensees and assigns the perpetual and worldwide right to use Facility’s name, logo(s), and trademarks in connection with the development, production, exhibition, advertising, publicity, promotion, merchandising and other exploitation of the Material, in connection with the Series and in connection with the exploitation of any subsidiary and ancillary rights therein, including without limitation in or as the title of the Series. Facility hereby represents and warrants that it has the right to grant each and all of the foregoing rights on its own and on behalf of all others who appear in the videotape(s) or photograph(s) in the Material that Facility has supplied to the Producer.

5. **Consultation/Review.**

A. All decisions whatsoever, less and except security decisions which are inherent in a correctional facility setting, whether of a creative or business nature, regarding the Series and exploitation thereof or any rights derived therefrom or ancillary thereto shall be made solely by Producer. Facility shall meaningfully consult with Producer regarding issues which might affect production of the Series.

B. After Producer has a fully edited fine cut of each episode of the Series (each an “Episode”) and is prepared to submit such fine cut of each Episode to the Network for airing, Producer shall submit the fine cut of each Episode to the Facility for review. The Facility shall notify Producer of any content the Facility finds objectionable on the basis that the public airing of such material would be a significant security risk for the Facility, within forty-eight (48) hours following receipt of such Episode from Producer. Producer shall use good faith efforts to edit such material to address the Facility’s concerns prior to submission to the Network and airing of the Episode.

6. **Publicity and Confidentiality.**

Facility agrees to maintain the secrecy of all confidential information and all Series information and materials (whether confidential or not). Prior to broadcast of the Series, Facility may acknowledge that there is a documentary series about the Facility being filmed. Facility shall not issue any public statements (including without limitation via e-mail, the Internet, and/or any social networking site such as Facebook or Twitter) about the Series, Facility’s participation or potential participation therein, or any other aspect thereof without Producer’s written permission. Facility understands and agrees that

Producer will control issuance of all publicity, press releases and press conferences related to the Series. Notwithstanding the foregoing, Facility may acknowledge its participation in the Series in response to unsolicited media inquiries after the broadcast of an episode in which Facility participates and appears (i.e., Facility may say it participated in the Series). Facility agrees that disclosure by it in violation of the foregoing shall constitute and be treated as a material breach of this Agreement. The parties mutually agree that Facility shall be free to respond to any relevant Freedom of Information Act requests by producing this document, solely in compliance with the requirements thereof.

7. Exclusivity.

From the date hereof through the expiration of all of Producer's Additional Series Cycle Option(s) (the "Exclusive Period"), Facility shall not participate in any other television or new media program, other than the Episodes, in which Facility is featured or is the focus of such program, or any program that is similar in nature to the Series, without Producer's and Network's prior written consent. Notwithstanding the foregoing, Facility may appear in news programming and Facility may advertise and promote the Facility on television and on the Internet during the Exclusive Period. For clarity, Facility's publicity and confidentiality obligations set forth above shall continue to apply with respect to any Facility activities permitted by this paragraph.

8. Credit.

Facility will receive a "credit" to be determined by mutual agreement between the parties subject to approval by the Network.

9. Representations and Warranties.

Producer and Facility each represent and warrant that they have the right to enter into this Agreement and full authority to grant each other the rights herein. Facility hereby further represents and warrants that (i) it has the full right, power and authority to enter into this Agreement and to grant the rights granted to Producer hereunder and that the consent of no other person, firm, corporation or entity is necessary to enable Producer and/or Network to exercise the rights granted herein; (ii) Facility is not subject to any conflicting obligation which will or might prevent or interfere with the execution and full performance of this Agreement by Facility; (iii) all statements made by Facility in, and any and all information and/or material provided by Facility in connection with, this Agreement and/or the Series are true; (iv) all matters relating to health and safety of the Facility and the Property remain at all times the responsibility of Facility; (v) all Personnel are at least eighteen (18) years old, legally eligible to work in the United States, and possess all licenses or other permits/qualifications required to provide the services of the Facility; (vi) the Property is maintained in compliance with all applicable laws, rules, regulations, and ordinances, and is free of latent defects or illegal conditions of which Facility should be aware; and (vii) any act committed by Facility in connection with the Series or this Agreement shall not violate any laws or rights of any person or entity. Facility further represents and warrants that, with respect to its Personnel and those working under its control, Facility: (a) will be responsible for compliance with all occupational and environmental safety and health laws; and (b) releases, holds harmless, and indemnifies Producer for all claims concerning the occupational safety and health of those Personnel and workers.

10. Release.

FACILITY HEREBY UNCONDITIONALLY AND IRREVOCABLY RELEASE AND FOREVER DISCHARGES EACH OF THE PRODUCER, NETWORK, ALL NETWORKS TELECASTING THE SERIES OR ENTITIES OTHERWISE EXHIBITING, DISTRIBUTING OR OTHERWISE EXPLOITING ANY OR ALL OF THE SERIES, AND SPONSORS OF THE SERIES, AND EACH OF THEIR RESPECTIVE PARENTS, SUBSIDIARY ENTITIES, AFFILIATED AND RELATED COMPANIES, SUCCESSORS AND ASSIGNS AND THE OTHER PARTICIPANTS IN THE SERIES, AND EACH OF THEIR RESPECTIVE HEIRS, NEXT OF KIN, SPOUSES, GUARDIANS, LEGAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL CLAIMS, LIENS, AGREEMENTS, CONTRACTS, ACTIONS, SUITS, COSTS, ATTORNEYS' FEES,

DAMAGES, JUDGMENTS, ORDERS AND LIABILITIES OF WHATEVER KIND OR NATURE IN LAW, EQUITY OR OTHERWISE, WHETHER NOW KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, AND WHETHER OR NOT CONCEALED OR HIDDEN (COLLECTIVELY, THE “RELEASED CLAIMS”) ARISING OUT OF OR IN CONNECTION WITH APPLICATION OR PREPARATION FOR, PARTICIPATION AND APPEARANCE IN THE SERIES OR ACTIVITIES ASSOCIATED WITH THE SERIES, WHETHER OCCURRING BEFORE, DURING OR AFTER FACILITY’S ACTUAL PARTICIPATION IN THE SERIES, OR PRODUCER’S OR ANY OF THE OTHER RELEASED PARTIES’ DEVELOPMENT, PRODUCTION, DISTRIBUTION, AND EXPLOITATION OF THE SERIES, OR PRODUCER’S EXERCISE OF ANY RIGHTS GRANTED BY FACILITY IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY CLAIMS FOR LIBEL, SLANDER, DEFAMATION, TRADE LIBEL, PRODUCT DISPARAGEMENT, TRADEMARK INFRINGEMENT, COPYRIGHT INFRINGEMENT, BREACH OF VERBAL, WRITTEN OR IMPLIED CONTRACT, FRAUD, UNFAIR COMPETITION, INVASION OF RIGHT OF PRIVACY, PUBLICITY OR PERSONALITY, TORTIOUS OR WRONGFUL INTERFERENCE WITH CONTRACT OR PROSPECTIVE ECONOMIC ADVANTAGE, OR ANY OTHER CLAIM OR CAUSE OF ACTION (WHETHER BASED ON THE COMMON LAW OR FEDERAL OR STATE STATUTE).

11. Indemnification.

Producer and Facility shall each defend, indemnify, and hold harmless the other and their respective subsidiaries, affiliates, and their officers, directors, agents, employees, sponsors, and television or other exhibitors (collectively, “Indemnified Parties”) against any and all claims, actions, losses, liabilities, damages, costs, or expenses (including reasonable attorneys’ fees) arising out of the actions or breach of any warranty, representation, or other provision of this Agreement by either party.

12. Playola/Plugola.

Facility affirms that no one acting for Facility gave or agreed to give anything of value to Producer, to any member of the production staff, to anyone associated with the Series or Network or to anyone else for mentioning any product, service or venture in the Series. Facility further acknowledges that it is a Federal offense, unless disclosed prior to broadcast, to give or agree to give anything of value to promote any product, service, or venture on the air and Facility agrees to notify Producer immediately in writing if any person attempts to induce Facility to violate the foregoing.

12. Miscellaneous.

A. This Agreement contains the full and complete understanding between Producer and Facility with reference to the Series, supersedes all prior agreements, negotiations, representations, and/or understanding (if any) between Producer and Facility (whether written or oral) with respect to the Series, and cannot be modified or amended except by written instrument executed by both parties.

B. This Agreement shall bind and inure to the benefit of the parties hereto and each of their respective successors, assigns, heirs, legal representatives, administrators, executors, and guardians. This Agreement is personal to Facility, is not assignable by Facility and any purported assignment by Facility shall be null and void ab initio. This Agreement and any and all rights and obligations of Producer or Network under this Agreement may be freely assigned by Producer or Network and any subsequent assignees hereof (as applicable).

C. Without limiting any other provision in this Agreement, Facility’s remedies for any breach of this Agreement by Producer or others will be limited to monetary damages and in no event will Facility be entitled to rescind this Agreement or to seek injunctive or any other equitable relief.

D. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana applicable to contracts made and entirely performed therein. All actions, proceedings or litigation brought by any party hereto relating to this Agreement shall be instituted and prosecuted

exclusively within the State courts situated within Marion County in the State of Indiana, and the parties hereby agree and submit to the jurisdiction and venue of such courts for such purposes.

E. Except as otherwise expressly specified in this Agreement, any required notice shall be given in writing, by certified mail (return receipt requested), overnight express courier, personal delivery, or by facsimile to the party concerned, at the address specified hereunder or at such other address as may be subsequently designated in writing by such party. Notice shall be deemed given on the date received if by certified mail, on the day of faxing if by facsimile (if faxed before 6 p.m., receiving party's time; otherwise, the next business day following the day of faxing), the day delivered if by personal delivery, or the first business day following the overnight mailing if sent by reputable overnight courier. If the last day on which notice may be given falls on a Saturday, Sunday or other day on which the department of the sending party that is responsible for sending such notice is not open for business, then notwithstanding any other provision hereof, such last day shall be deemed postponed until the next day on which such department is open for business. Notices shall be sent to the addresses set forth above, with a copy of all notices to Producer also sent to: Loeb & Loeb, LLP, 345 Park Avenue, New York, NY 10154, Attn: Marc Chamlin, Esq.

F. This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed an original. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or PDF copy shall be effective as delivery of a manually executed counterpart of this Agreement.

AGREED & ACCEPTED:

FIRST TIMERS HOLDINGS, LLC

By: [Signature]
Authorized Signatory

Date: 10/15/15

CLARK COUNTY CORRECTIONAL FACILITY

By: [Signature] Sheriff
Authorized Signatory

Date: 10/15/15