ACCESS AGREEMENT

This Agreement ("Agreement") is entered into this day of , 2012 by Studio Lambert USA, Inc. ("Producer") and the County of Mendocino, a public government agency having a principal place of business at 501 Low Gap Road, Ukiah, CA 95482 in connection with the photographing, filming and recording (the "Recordings" and, each such activity, to "Record") by Producer and its designees of County of Mendocino, MCSO (as defined below), MCSO Marijuana Eradication Team (as defined below), and their personnel, employees, and locations and facilities actually controlled, owned and/or actually operated by the County, including but not limited to actual County property and in County vehicles controlled by the County ("Property"), as well as any County’s 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 "Marks") (all collectively, the "County") in connection with a non-scripted, documentary follow type television program and/or series tentatively titled “Untitled Discovery Series” (the “Program”).

RECITALS

A. The County maintains the Mendocino County Sheriff’s Office located at 501 Low Gap Road, Ukiah, CA 95482 ("MCSO"), which operates one of the most highly-regarded illegal cannabis cultivation and trafficking law enforcement taskforce agencies in California.

B. Producer is interested in developing and producing the Program which is tentatively scheduled for initial exhibition on one or more television networks or cable platforms of Discovery Communications, Inc. (the “Network”). The initial television episode ("Episode") and any additional Episodes produced pursuant to this Agreement shall be collectively referred to as the "Episode(s)."

C. Under the leadership of Sheriff Tom Allman, the MCSO’s taskforce for illegal marijuana cultivation and trafficking employs and engages law enforcement officers and other personnel to work in connection with eradicating illegal marijuana and trafficking. The MCSO personnel and facilities used in connection with which will be depicted in the Program shall hereinafter be referred to as the "MCSO Marijuana Eradication Team."

D. Producer is seeking (i) access (the “Access Rights”) to County, and (ii) a license ("License") to film and record certain parts of the County for use in the Program and for the exploitation, distribution, promotional, publicity and advertising for the Program only and any derivative work thereof. The Access Rights and the License are sometimes referred to collectively in this Agreement as the "Rights."

E. County has developed and created rights in the Marks and has secured trademark and service mark registrations in the United States for some of the items listed as Marks 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 Marks to retain the integrity and strength of its Marks and to ensure the favorable and positive identification of the Marks and County and the MCSO, whether or not such Marks has been registered.

F. Subject to Network approval, it is currently contemplated (although subject to change in Producer’s and Network’s sole discretion) that the Episodes in which the County appears may address the environmental degradation in the National forests that is caused by the illegal grows of marijuana.

For other good and valuable consideration, the receipt and sufficiency being hereby acknowledged, the parties agree as follows:
1. County shall grant Producer non-exclusive access to film the Property and Marks for possible inclusion in the Program. The initial production season for the Program shall mean the episodes initially ordered by a broadcaster/network as well as any so-called “backorders” made by a broadcaster/network during the current filming season (the “Initial Season”). In connection therewith, Producer shall have one (1) option (each, a “Subsequent Season Option”) to utilize the rights and resources to be provided by the County hereunder for one (1) additional production season of the Program (an “Additional Season”). The Subsequent Season Option will be exercised, if at all, by Producer providing the County notice (an “Option Notice”) prior to Producer’s scheduled production start date for the Additional Season. Producer may add or subtract (and correspondingly increase or reduce the applicable production period) any number of episodes of the Program for any particular season; provided that there shall not be any more than twenty-six (26) original episodes including footage containing County per Production Year (further, provided that such twenty-six [26] episodes maximum per Production Year shall not include reunion, “best of”, specials, or similar episodes). A “Production Year” means the twelve (12) month period commencing with the taping of the initial episode of the Initial Season, and thereafter, each subsequent twelve (12) month period commencing with the taping of the initial episode immediately in the next order following the end of the prior Production Year.

2. The County agrees to provide the rights and resources set forth herein for the Initial Season and for the Additional Seasons for which Producer exercised the Subsequent Season Option, subject to the County Board of Supervisor’s approval. The recording schedule for any Additional Season of the Program shall be mutually determined by Producer and the County.

3. The County hereby grants access to personnel and other designated agents to County which, inter alia, leads marijuana investigations, marijuana eradication, surveillance and security operations for purposes of following and riding along with and observing activities. Parties herein acknowledge that County personnel and other agents may continue to do non-recurring guest on talk and news shows.

4. **THE PROGRAM: 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 County. “Access Rights” are defined as access to the County subject to the terms and conditions of this Agreement. Without limiting any of the foregoing, Access Rights to County shall include non-exclusive access to County personnel (including without limitation, all commissioned rangers, non-commissioned administrative support personnel and all other employees comprising the County) and the physical interior and exterior property areas, buildings and other structures to the extent actually owned and/or to the extent actually controlled by County. County shall assist Producer with obtaining appearance releases, as Producer in its sole discretion shall deem necessary, from all County personnel who are filmed in connection with the Program. In the event that such appearance release for County personnel conflict with the terms set forth in this Agreement, the terms of this Agreement shall control.

   The Access Rights do not include any access to third party participating agencies (“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 Program 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 Program.

(c) In order to establish an efficient line of communication between the MCSO Marijuana Eradication Unit staff and the Producer's production staff working on site from time to time, the MCSO Marijuana Eradication Unit will designate appropriate MCSO Marijuana Eradication 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.

(d) MCSO agrees to allow Producer to observe the MCSO Marijuana Eradication Unit personnel during their investigations and subject to MCSO's personnel's consent to participate and/or appear in the Program, for reasonable periods of time, for the purpose of taking part in recordings at such times and locations approved by the MCSO, in the MCSO's sole and absolute discretion, including recordings at MCSO premises, riding in MCSO vehicles and at various locations within the Mendocino County area, all as reasonably requested by Producer and approved by the MCSO, but provided that same do not materially interfere whatsoever with the performance of the duties of the MCSO officers and MCSO employees.

(e) To clarify, 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 Program; provided that failure to obtain such consents, releases and permissions shall not be a breach of this Agreement. 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 MCSO and expenses relating to such claims, including without limitation, reasonable outside attorneys' fees, arising from any failure by Producer to so obtain such necessary releases, permissions and consent. County agrees that as between County and Producer, Producer (subject to Network’s rights) shall have the sole right to control the legal defense against any claims or litigation, including the right to select counsel of its choice and to compromise or settle any such claims or litigation, provided that County may retain County’s own counsel at County’s sole expense, so long as County’s counsel agrees to cooperate with Producer’s and Network’s counsel.

(f) Unless the applicable parties agree otherwise, Producer's employees, agents and independent contractors, including but not limited to, Producer's camera crew which accompany MCSO officers and/or deputies for purposes of filming the Program, 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 MCSO deputies gain access due to their authority as peace officers, including but not limited to, homes, ambulances, private businesses, private property and private dwellings. (g) Unless applicable parties agree otherwise, all filming and recording will be done as MCSO personnel are performing their usual and customary duties, responsibilities and training. Producer will not require the MCSO and/or any of its departments to perform any reconstructed scene for the purpose of production of the Program. Producer may request and MCSO and County may authorize MCSO personnel to perform reconstructed scene services for the purpose of production of the Program provided such services are provided at no cost to the County or MCSO, and Producer agrees to compensate County and MCSO as described in Section 6 of this Agreement and subject to Producer obtaining the appropriate releases as set forth in this Agreement. On-duty MCSO personnel may provide verbal descriptions of the scenes subject to Producer obtaining the
appropriate County/MCSO authorization, releases as set forth in this Agreement and compliance with Section 6 of this Agreement. Producer accepts and acknowledges that it may not, during the course of production of the Program, put the MCSO and/or the County to any expense that would not ordinarily occur in the normal operations of the MCSO.

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

(i) 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 MCSO and the MCSO Marijuana Eradication Unit prior to filming each Episode in which Producer intends upon using such hidden cameras and/or microphones.

(j) 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.

(k) Prior to broadcast of any Episode of the Program, Producer will submit a secured link or three (3) copies of the videotape of the applicable Episode to one County designated MCSO project director (i.e., ________________) (“Representative”). Producer acknowledges that such link or DVD may be reviewed by the following person(s) or departments for inspection, review and final approval: (i) the Representative, (ii) Mendocino County Sheriff Tom Allman, and (iii) County Counsel for the MCSO. All approvals will be either given or denied within five (5) business days (reducible to two (2) business days if exigent production circumstances require expedited review) 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 MCSO'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 reasonably determined by the County and/or the Board of Supervisors and/or MCSO to actually contain sensitive, privileged and/or confidential information, including but not limited to, investigative techniques and/or operations (other than those operations customarily performed by MCSO Marijuana Eradication Unit and are the subject matter of this Program); (ii) which the County and/or the Board of Supervisors and/or MCSO believe, in their reasonable discretion, will jeopardize or materially interfere with the MCSO's and/or the Marijuana Eradication Unit’s effectiveness, operations and/or mission and/or which will increase the risk of liability or injury to the County and/ or MCSO or be in violation of any law and/or violate individuals' and County employees' rights; and/or intentionally defame the Property, Marks, County, MCSO, Marijuana Eradication Unit and/or their respective employees, officers and agents in connection with the Program. All footage that is approved pursuant to this Paragraph and is later substantially and materially re-edited by either the Producer or the Network shall be subject to the approval procedure set forth in this Paragraph.

(l) For security purposes, prior to principal photography of the Property, 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 MCSO shall have the reasonable discretion to prohibit any employee/ agent of Producer from filming and/or participating in the production of the applicable episode of the Program. Producer shall limit the number of persons involved in filming any program to an amount reasonably determined to be
reasonably appropriate by MCSO on the particular incident.

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

(n) The County through the District Attorney's Office and/or other governmental agencies may subpoena footage(s) which contain MCSO for use in legal or administrative proceedings. Producer agrees to reasonably cooperate with all such subpoenas and/or requests.

(o) Producer agrees that Producer’s production personnel and its designated agents will not materially interfere in ongoing criminal investigations lead by MCSO, nor release any details of ongoing criminal investigation as long as said investigations are still open; provided that County and MCSO provide Producer with prior written notice and identifies what is an ongoing criminal investigation; and further provided that if such criminal investigation is part of the Recordings, such Recordings shall be deemed approved to be part of the Program, subject to the review and approval process pursuant to paragraph 4(k) above.

(p) Notwithstanding any statement in this Agreement to the contrary, County’s handling of any confidentiality obligations, are subject to the limitations of this paragraph. Public records (as defined by California Government Code 6250-6270) related to this Agreement may be subject to disclosure under California public records laws. County shall have no duty to maintain the confidentiality or defend the rights of the Producer, Network or any of their agents or affiliates in any public records requested to be disclosed. Upon receipt of a public records request for public records, County shall first notify Producer and Network in writing (“Notification”) of its intent to release such public records to the requestor. County shall provide Producer and Network at least five (5) business days beginning from the date of Producer’s and Network’s receipt of the Notification to accommodate the requestor or pursue legal remedies to stop County’s release of requested information. Said Notification shall relieve County of any further obligation under any claim of Producer, Network or any of their agents or affiliates against County in any jurisdiction in the universe in connection with the disclosure of such public records. Producer, Network and their agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

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

5. Producer agrees to use reasonable care to prevent damage to the Property and agrees to leave the Property in as good condition as when it was received, reasonable wear and tear from uses permitted herein excepted. If County claims that Producer is responsible for any such damage, County must notify Producer in writing within five (5) business days of the date that Producer vacates the Property, which writing shall include a detailed listing of all property damage and injuries for which County claims Producer is responsible. County shall cooperate fully with Producer in the investigation of such claims, and permit Producer’s investigators to inspect the property claimed to be damaged.

6. DONATION / NO COST TO COUNTY:

(a) Upon Producer’s receipt of non-refundable monies from Network in connection with the budget for the Initial Season, Producer shall provide a one (1) time donation in the amount of Ten Thousand Dollars ($10,000) to the County to be utilized solely by the Mendocino County Sheriff’s Office for the purchase of a K-9 which Producer shall have the right to name, payable
50% upon commencement of County’s participation in the principle photography of the Initial Season and 50% upon completion of County’s participation in the principle photography of the Initial Season.

(b) All filming and recording will be done as MCSO 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 Program, put the MCSO and/ or the County to any expense that would not ordinarily occur in the normal operations of the MCSO. Accordingly, Producer shall not require or cause the MCSO and/ or the County to incur any expense that would not ordinarily occur in the normal operations of the MCSO unless Producer pays for or reimburses the County for any such pre-approved expenses.

(c) To clarify, Producer agrees that the Program shall be created, developed, filmed, advertised, publicized, and exploited at no cost or expense to County, other than as agreed between Producer and County.

(d) Any technical/factual advice provided to Producer by any employee/member of the County/MCSO must be done on employee/member of the County/MCSO’s personal time; not on County time; provided however that the County/MCSO authorizes its personnel to participate as requested or required by Producer and Producer agrees to pay County/MCSO for any and all pre-approved additional costs incurred by County/MCSO. 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.

(e) Producer agrees to pay County for any and all pre-approved additional costs incurred by County (including without limitation overtime costs County is obligated to and pays) in connection with its participation Program.

7. Subject to paragraph 4(k) above, Producer shall have complete creative and editorial control throughout, and approval over, all aspects of pre-production, production, post-production and completion of the Program (the “Production Activities”). To clarify, subject to paragraph 4(k) above, Producer shall have the sole right to determine the manner in which the Recordings, County Footage, Footage, and Marks shall be used pursuant to this agreement, and Producer shall not be obligated to use the Recordings, County Footage, Footage, or Marks as part of the Program or otherwise, or to broadcast or otherwise exhibit or exploit the Program.

8. Producer acknowledges that the County has established policies and procedures that all of its employees are required to strictly adhere to at all times. Producer acknowledges the County’s right to prohibit the continued utilization of any County employee who has engaged in conduct in violation of the County’s policy(ies) and/or procedure(s), regardless of whether the conduct occurs during off duty hours.

9. All pre-existing materials, video content, still images and other similar materials owned and/or controlled by County shall be known as “County Footage.” County hereby grants Producer a non-exclusive, royalty-free, worldwide, perpetual license to any County Footage, and to exhibit, market, sublicense, distribute, transmit, perform and otherwise exploit such County Footage in any and all media (now known or hereinafter invented), in the Program, and in connection with the Producer’s publicity, advertisements and promotion thereof including, without limitation, the right to use or authorize the use of any portion(s) of the Program containing the photographs and recordings made hereunder in connection with any derivative work of the Program or any other program and/or in connection with the exploitation of any ancillary rights with respect to the Program or any derivative work thereof or any other program. County represents and warrants that the exploitation of the County Footage as permitted
herein will not violate any applicable law, rule, regulation or right of any kind whatsoever or give rise to any actionable claim or liability.

10. All rights of every kind in and to the Program, and all Recordings made in connection therewith, including, without limitation, on the Property shall be and remain vested in Producer and its Assignee(s) (as defined below), including, without limitation, the right to use and reuse all such photographs, film, and Recordings in connection with the Program and in any subsequent productions of any kind, throughout the world and in any and all media or manner in perpetuity including, without limitation, the right to use or authorize the use of any portion(s) of the Program containing the photographs and recordings made hereunder in connection with any derivative work of the Program or any other program and/or in connection with the exploitation of any ancillary rights with respect to the Program or any derivative work thereof or any other program. The County and all of its employees, members, or affiliated entities and individuals shall have no claim or action against Producer or any other party arising out of any use of the photographs, film, and/or Recordings except as expressly set forth herein. The Recording may be made via film, video, digital recording or any other similar method, and may include sound, voice and image. Producer shall have the right to modify (in a temporary manner) County facilities and equipment to facilitate such Recordings.

11. Producer may freely assign any and all rights and obligations under this Agreement in whole or in part to any other party (“Assignee”). Should any Assignee enter into this Agreement pursuant to a subsequent Agreement, Producer hereby assigns all of its rights and obligations under this Agreement to that Assignee for the purposes of the applicable Agreement. County shall not assign, transfer or license its rights or this Agreement to any third party.

12. Producer is not obligated to actually film the County and/or use the Property or produce any material photographed or recorded hereunder in the Program. Producer may at any time elect not to use the County or Property.

13. Either party herein shall have the right to terminate this Agreement upon thirty (30) days written notice; provided that County will not have the right to enjoin the distribution, marketing, advertising or exploitation of the Program or any derivative work thereof, nor shall County have the right to terminate, cancel and/or rescind Producer’s rights to freely use and exploit any and all photographs, film, tape and recordings made pursuant to this agreement prior to termination of this Agreement. To clarify, no revocation of access under this Agreement shall affect Producer’s rights under this Agreement to Recordings produced prior to the revocation of access under this Agreement.

14. County understands that the commencement of production, the production, and the completion of production of the Program may be delayed, suspended, terminated or abandoned by Producer at any time in its sole discretion and for any reason whatsoever, including due to events beyond Producer’s control. Without limiting the foregoing in any way, County acknowledges and agrees that in the event of fire, flood, epidemic, earthquake, explosion, accident or other act of God; act of public enemy; act of government, including any governmental order, regulation or order of any court or competent jurisdiction; illness or incapacity of a member of the cast or director; actual or threatened lockout, strike or other labor dispute; riot or civil commotion; war (whether declared or undeclared) or armed conflict; acts of terrorism; enactment, rule, or order or act of government or governmental instrumentality (whether federal, state or local); or other cause of similar or different nature beyond Producer’s control (all of which events are referred to herein as “force majeure events”), Producer shall have the right to terminate this Agreement without further obligations, if any, hereunder, or at Producer’s option, to suspend the terms and operation of this Agreement for a period equal to the duration of any such force majeure event.
15. County represents and warrants that: (i) it is the owner and/or authorized representative of the Property; and (ii) County has the authority to grant Producer the permissions and rights granted in this Agreement, and that no one else’s permission is required to enable Producer to use the County and/or access to the County for the purpose contemplated herein. Producer represents and warrants that Producer has the full right and authority to enter into this Agreement.

16. Producer will defend, indemnify and hold harmless the MCSO 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 outside attorneys' fees, expert fees, and all reasonable actual related verifiable 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 Program and/ or Producer's and/or its employees material uncured breach of this Agreement and/ or Producer's material uncured breach of any representations or warranties set forth in this Agreement. County agrees that as between County and Producer, Producer (subject to Network’s rights) shall have the sole right to control the legal defense against any claims or litigation, including the right to select counsel of its choice and to compromise or settle any such claims or litigation, provided that County may retain County’s own counsel at County’s sole expense, so long as County’s counsel agrees to cooperate with Producer’s and Network’s counsel.

17. OWNERSHIP OF MARKS

(a) 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 Marks except as described herein this Agreement.

(b) Producer agrees that it does not have the right to apply for trademark and/ or copyright registrations of the Marks.

(c) Producer will include appropriate trademark notices on the Program, as reasonably directed by County and subject to Network approval.

18. MCSO OFFICIAL BADGE: Producer is and/ or is deemed to be aware of the laws and penalties regarding use of the MCSO's badge and agrees not to use the MCSO's official badge in the Program except as approved by the County, which County hereby provides its approval. To clarify, County hereby approves of the use of the badge in connection with the Program. Specifically, Producer has been made aware of California Penal Code Sections 538d and 538e regarding inappropriate use of authorized badges for the County of Mendocino. A copy of these codes are attached to this Agreement as Exhibit B and incorporated into this Agreement by this reference. Producer shall not misuse the MCSO's official badge, including but not limited to, the display of a badge which resembles the MCSO's official badge in a manner which would tend to indicate an official sponsorship by or association with the MCSO and/ or reasonably confuse the public as to the relationship between the MCSO and the user of the badge.

19. SHERIFF’S STAR: Producer shall use the Sheriff's Star and the 1850 Sheriffs Star (collectively "Star") in an approved form, which County hereby provides its approval. To clarify, County hereby approves of the use of the Star in connection with the Program. The Star should always be presented in the recommended style as shown in Exhibit “C” attached.
hereto and incorporated herein by this reference. Material changes or alterations in
the Star are not allowed unless approved by MCSO. In general, the trademark symbol, “tm”,
must be used with every occurrence of the logo; provided that failure by Producer to use such
trademark symbol shall not be a breach of this Agreement.

20. County, its subsidiaries and/or affiliates, will not assert or maintain, or consent that others may
assert or maintain, any claim or action of any kind whatsoever against Producer and its affiliates, parent
or subsidiary entities, successors, licensees, assigns, officers, directors, agents, employees and/or
shareholders including without limitation (i) any defamation and/or false light claim and/or claim that
such use invades any right of privacy and/or publicity; (ii) anything contained in the Program or other
production of Producer or in the advertising, publicity or promotion issued in connection therewith, or
in connection with any derivative work of the Program or any other program and/or in connection with
the exploitation of any ancillary rights with respect to the Program or any derivative work thereof or
any other program; and/or (iii) the use by Producer or its successors, licensees, or assigns of the
Property, violates or infringes any of County’s intellectual property rights.

21. County acknowledges and agrees that Producer shall not have any insurance coverage liability or
responsibility otherwise (including but not limited to worker’s compensation, etc.), for County,
including without limitation, while following along and/or observing County. County shall be
responsible for County’s own claims, costs, damages, penalties, fines and expenses.

22. Producer agrees to obtain all County required licenses and permits and to abide by and comply with
all applicable laws, rules, regulations, codes and ordinances.

23. County is associated with Producer only for the purposes and to the extent set forth herein.
Producer is an independent contractor and shall have the sole right to supervise, manage, operate,
control and direct the performance of the detail incident to Producer’s duties and actions hereunder.
Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create
the relationships of an employer-employee or principal-agent, or to otherwise create any liability for
County whatsoever with respect to the indebtedness, liabilities, and obligations of Producer or any other
third party or for Producer whatsoever with respect to the indebtedness, liabilities, and obligations of
County or any other third party.

24. This Agreement shall be interpreted under the laws of the State of California applicable to contracts
entered into and fully to be performed therein. The parties consent to the exclusive jurisdiction of the
state and federal courts located in Mendocino, California, over any action or proceeding arising out of
or relating to this Agreement or the breach thereof, consent to the personal jurisdiction of such courts,
and agree to accept service by mail. No waiver of any term hereof shall be deemed to be continuing or
be deemed to waive any other term hereof. Each party’s rights and remedies herein shall be cumulative
and the exercise of any right or remedy shall not limit any other right or remedy hereunder, at law or in
equity. This Agreement may not be modified nor any provision waived except by a writing signed by
both of the parties. This Agreement constitutes the entire understanding of the parties concerning the
subject matter hereof; all prior negotiations and understandings are merged herein. Each party
acknowledges that it has not relied upon any representations of the other in entering into this Agreement
except as set forth herein. If any provision hereof is deemed to be illegal or unenforceable, then the
remainder of the provisions shall be deemed to continue in full force and effect, and the illegal or
unenforceable provision shall be deemed modified in such a way that its intent is nevertheless complied
with to the fullest extent possible.

25. Notwithstanding anything to the contrary herein, the County’s rights and remedies in the event
of a breach of this Agreement by Producer shall be limited to the right, if any, to recover damages in an
action at law and shall not include the right to enjoin, restrain or otherwise interfere with Producer’s use of the Recordings or the development, production, distribution or exploitation of any productions, works or materials based upon or derived from the Recordings (including, without limitation, the Program).

26. No revocation of access under this Agreement shall affect Producer’s rights under this Agreement to Recordings produced prior to the revocation of access under this Agreement.

27. CONFIDENTIALITY/PUBLICITY: To the extent permitted by law, all provisions hereof concerning the Recordings, the Program and the potential inclusion of the County in the Program shall be kept strictly confidential by County and County’s representatives (“Confidential Information”). Notwithstanding any other provision in this Agreement, nothing shall prohibit or limit County use of any information, or any portion thereof, which: (a) is disclosed with Producer’s express written consent; (b) which County knew prior to the disclosure of such information by Producer; (c) which has become publicly known through no wrongful act of County; (d) which was independently developed by County, without reference to Confidential Information received hereunder and not in breach of this Agreement; (e) is disclosed pursuant to law, governmental, judicial, administrative or other validly enforceable subpoena, summons, order or similar process, or professional or regulatory standards; or (f) is disclosed by County in connection with any judicial or other proceeding involving the Program. Producer and/or the applicable network shall have the right to issue and control all publicity and promotion of the Program and all matters related thereto. Neither County nor County’s representatives shall issue any press releases or public statements about Producer or the Program without Network’s prior written permission.

28. 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:
Mendocino County Sheriff's Department
501 Low Gap Road
Ukiah, CA 95482
Attention Sheriff Tom Allman
Telephone: (707) 463-4446
Facsimile: (707) 463-4592

To Producer:
Studio Lambert USA, Inc.
Washington Blvd., Suite 300
Culver City, California 90232
Telephone:
Facsimile:
Copy to Network:
Discovery Communications, Inc.

Attn: Business and Legal Affairs

29. The County acknowledges that Producer is not obligated to actually use the Property or produce the Program or include the Recordings in the Program for which it was shot or otherwise.

30. During the Initial Season while the County is participating in the Program as described herein this Agreement, Producer agrees to maintain 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 $1 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 Program.

31. The terms and conditions of this Agreement shall be binding upon Producer, Producer’s executors, administrators, heirs, personal representatives, successors and assigns.

32. This document contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein, and this Agreement cannot be changed or terminated except in a writing executed by both parties.

33. The undersigned each represent that they are authorized to execute this Agreement on behalf of their respective party, binding such party to the terms hereof. The County hereby represents and warrants that no other authorization or permission is necessary to enable Producer to use the Property, conduct the Recordings and include the Marks in any Recordings.

AGREED AND ACCEPTED:

County of Mendocino

By: ____________________________
Printed Name: ____________________________
Title: ____________________________
Date: ____________________________

Studio Lambert USA, Inc.

By: ____________________________
Printed Name: ____________________________
Title: ____________________________
Date: ____________________________
EXHIBIT A
Mendocino County Property/Intellectual Property/Trademarks ("Marks")

TRADEMARKS
1. County Seal (registration pending)
2. Sheriff’s Star (registration pending)
3. 1850 Sheriff’s Star (registration pending)
4. Mendocino County Sheriff’s Department (registration pending)
5. MCSO patch logo (registration pending)
6. MCSO Badge design (registration pending)

OTHER PROPERTY:
1. Mendocino County Sheriff's Department insignias.
2. Mendocino County Sheriff’s Department official uniforms.
EXHIBIT B
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, insignia/ 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, insignia, 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, insignia, 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 as well as 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.