

D AND J PRODUCTIONS
6255 Sunset Blvd., Ste. 1600
Los Angeles, CA 90028

LAW ENFORCEMENT LICENSE AGREEMENT ("Agreement")

The undersigned ("Licensor") hereby grants to D and J Productions ("Producer") and its successors, licensees and assigns, the full and complete right to use:

All case files, photos, audio recordings and videos relating to the victim, Heyzel Obando, provided by Licensor to Producer, and all insignias, logos, seals and similar such items for Fort Myers, Florida, including the Fort Myers Police Department

(the "Licensed Material") in and in connection with the production currently entitled "Cold Justice" (the "Production"), any ancillary uses connected with the Production, and in and in connection with advertisements, promotions, publicity and other material relating to the Production, Producer and/or any network on which the Production will air. The rights herein granted shall extend to and include Producer's use of the Licensed Material in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity, free and clear of any and all claims for royalties, residuals, or other compensation.

Licensor hereby acknowledges and agrees that Producer, its successors, licensees and assigns, shall exclusively own all rights in and to any photographs, motion pictures and recordings taken by Producer in connection with the Production and that Producer has the irrevocable right throughout the universe to use such photographs, motion pictures and other recordings (and any tradenames, trademarks, copyrights and logos therein) in connection with the Production, any ancillary uses connected with the Production, and in and in connection with advertisements, promotions, publicity and other material relating to the Production, Producer and/or any network on which the Production will air, in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity.

Producer shall have the sole right to determine the manner in which the Licensed Material shall be used pursuant to the Agreement, and Producer shall not be obligated to use the Licensed Material as part of the Production or otherwise, or to broadcast or otherwise exhibit or exploit the Production; provided, however, that any use by Producer of the Licensed Material shall be subject to Licensor's prior written approval (such approval not to be unreasonably withheld). Notice to Licensor shall be provided to the Fort Myers Police Department, 2210 Widman Way, Fort Myers, FL 33901, with a copy to the City Clerk and Chief Administrative Attorney, 2200 Second Street Fort Myers, FL 33901. In connection therewith, if Licensor fails to refuse or approve Producer's use of the Licensed Material within five (5) business days of receipt of Producer's written request therefor, Producer's use of the Licensed Material shall be deemed approved, and any disapprovals must be given in a clear and unambiguous manner (so that Producer may be reasonably able to identify and address Licensor's concerns). Once a requested use of Licensed Material is approved by Licensor, Licensor may not withdraw such approval.

In the event the Licensed Material includes a trademark and/or a mark that has secured protection as a trademark, Producer will not secure ownership to any rights to that trademark as a result of this permission or through portrayal of that trademark in the Production. Any claim by Producer of copyright in the Production or derivative works thereof specifically excludes a claim of ownership in such trademark. Producer does not waive or relinquish any rights it may have with respect to any marks and/or trademarks not included in the Licensed Material.

Licensor hereby warrants and represents that it is authorized to enter into and execute this Agreement and to grant the rights granted herein.

The parties agree to indemnify and hold free and harmless to the fullest extent permitted by law, the other party, each of their respective parent, subsidiary, and affiliated organizations, and each of their respective agents, employees, successors, licensees and assigns, from and against any and all claims, damages, liabilities, costs and expenses, including but not limited to reasonable attorneys' fees, resulting from any breach of any warranty, representation, or agreement made herein. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in 768.28, Florida Statutes.

This Agreement and all matters or issues collateral thereto shall be governed by the internal, substantive law of the State of Florida without regard to the conflicts of law provisions thereof. In any action by Licensor for breach of any provision hereunder, Licensor agrees that its exclusive remedy shall be an action at law for damages and in no event shall Licensor be entitled to seek injunctive or any other equitable relief with respect to any use of the Licensed Material or the distribution and exhibition of the Production, and in no event shall Licensor be entitled to terminate this Agreement. This Agreement contains the parties' entire understanding relative to its subject matter and it cannot be modified, varied or terminated in any way, except in a writing signed by both parties. Nothing in this Agreement shall limit or restrict any rights otherwise enjoyed by Producer under law or contract.

[Signature page to follow]

Law Enforcement License Agreement

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the dates shown below to be effective the day and year first shown above.

CITY OF FORT MYERS, FLORIDA
a Municipal Corporation

ATTEST:

By: _____
Randall P. Henderson, Jr., Mayor Gwen Carlisle, MMC, City Clerk

Date: _____

By: _____
Saeed Kazemi, P.E., City Manager

Date: _____

APPROVED AS TO FORM:

Grant W. Alley, City Attorney

D AND J PRODUCTIONS

By: _____ Witness: _____
(Type name of signee here)

Title: _____ Name: _____

Date: _____ Witness: _____

Name: _____