

**TEMPORARY LICENSE AGREEMENT
FOR FILMING ON CITY PROPERTY
(OLG PRODUCTIONS, LLC)**

This TEMPORARY LICENSE AGREEMENT (License) is made this 21st day of September, 2018 by and between the CITY OF SANTA FE, a municipal corporation (City), and OLG PRODUCTIONS, LLC, a California limited liability company (Licensee), (collectively, the Parties and each individually a Party).

WITNESSETH:

In consideration of Licensee's promises herein, City hereby gives Licensee an exclusive License, revocable and terminable as hereinafter provided, to enter on, use and occupy the property of the City during the dates and times specified herein for activities associated with the production of a feature film currently titled "**Our Lady of Perpetual Grace**" (the Film), as provided herein.

It is expressly acknowledged that this License is a temporary license agreement that may terminate earlier upon mutual agreement by the Parties.

All approvals by the City required herein shall be done by the City Manager or its designate.

1. PREMISES

The City allows Licensee to use and occupy various portions of City-owned buildings and land at the former campus of the Santa Fe University of Art & Design located at 1600 St. Michael's Drive, Santa Fe, New Mexico (the Premises) as further specified in Exhibit B attached hereto and made a part hereof. This License includes the right of Licensee to use certain items of City's personal property at the Premises with the prior consent of the City that is set forth herein. Licensee must obtain City approval in writing before using City personal property.

2. TERM

This License shall commence at 7:00 a.m. on September 24, 2018 (the Commencement Date) and shall continue for a period of 37 days until 10:00pm on October 31, 2018 (the Termination Date), or until otherwise terminated as provided herein. Upon thirty (30) days prior written notice to City, License may add additional days to the Term of this License for specific portions of the Premises as follows:

A. Upon thirty (30) days prior written notice to City, License may extend the Term and add additional months to the Term of this License, subject to written approval by the City. Licensee shall pay License Fees and Additional Charges for any additional months added to the Term as specified in Exhibit A-2, subject to City approval. Licensee shall pay License Fees for any additional time added to the Term as specified in Exhibit A-2.

B. City will reserve the Premises for potential use by the Licensee until March 31, 2019.

3. CONDITIONS OF USE

Licensee's use and occupation of the Premises shall at all times be in compliance with the provisions of this License including without limitation the following conditions of use:

A. Permitted Use. Licensee is permitted to use and occupy the Premises for filming, production office, parking, and storage uses related to the Film. No other use of the Premises is allowed without the prior written consent of the City.

(i) Production of obscene material is expressly understood to be prohibited and not a

Permitted Use.

- (ii) Failure of the Licensee to restrict the use of the Premises as provided herein shall be deemed a substantial breach of this License and shall constitute grounds for immediate termination by the City.

B. Hours of Use. Licensee's use of the Premises is permitted twenty-four (24) hours per day, seven (7) days a week during the Term.

C. Utilities. Use of the City's electric power service, natural gas, water service and sewer service is included in this License, but subject to charges. Electrical generators shall not be used except as back- up power sources. Telephone and internet services are the responsibility of the Licensee.

D. Alterations and Repairs. Licensee shall make no alterations to the Premises without City's prior written approval. Licensee shall use reasonable efforts to preserve and protect the Premises and any City-owned personal property supplied to Licensee by City. If Licensee, its agents, employees, guests or invitees directly damage or lose any of City's property, Licensee shall compensate City for such damage or loss in the amount of the actual, reasonable fair market value cost of any such repair or replacement shall be borne by Licensee. Notwithstanding anything to the contrary in this License, City shall be responsible for repairs required due to normal wear and tear of the Premises and the maintenance of floors, walls, windows, ceilings, roof systems, and electrical, plumbing, and heating and air-conditioning systems.

E. Weight Loads. Licensee shall not permit any vehicles or heavy equipment in the licensed stages on the Premises, without the prior written authorization of the City.

F. Security Guards and Fire Protection Personnel. Licensee shall bear the full cost of any security guards and/or fire protection personnel which the City or Licensee may reasonably deem necessary for the protection of their respective property and the Premises.

G. Fires, Firearms, Explosives, and Hazardous Wastes. Licensee shall not conduct any dangerous or illegal activities at the Premises or keep any toxic, hazardous, dangerous or offensive materials; substances or articles in or about the Premises or any other part of the City's property which will in any way impair or invalidate, or increase the premium costs of insurance policies carried by City.

Licensee shall not light fires or discharge firearms, smoke effects or explosives on or about the Premises without the prior written consent of City, and only after having first obtained all necessary permits from any and all appropriate governmental authorities. Licensee shall in all cases employ a licensed operator to discharge firearms or explosives, and City reserves the right to request proof from Licensee that said employees are licensed and registered to conduct such activities. Licensee shall secure, at the end of each production day, all firearms and explosives brought on the Premises by Licensee.

Licensee hereby specifically indemnifies and agrees to hold City, its employees, officers, managers, agents and assignees harmless from and against any and all liability, causes of action, damages, costs or expenses, including without limitation reasonable outside attorney's fees, directly arising out of or in any way connected with the use or possession by Licensee of firearms, fires, smoke effects, noxious gases and explosives at the Premises.

Licensee shall have the sole responsibility for the daily removal and legally proper disposal of all hazardous wastes from the Premises. Licensee shall not spray or otherwise utilize any toxic or hazardous material inside the Premises without prior written consent from the City. Any such approved use of toxic or hazardous material shall comply with all applicable legal requirements. Under no circumstance shall Licensee alter in any way, or use for any production purpose, any fire

hose, sprinkler system or equipment supplying water to the hoses or sprinkler system.

H. Security. City reserves the right, in its reasonable but sole discretion, to refuse admittance to the Premises to any employee or other person associated with Licensee who behaves in a negligent or dangerous manner that could result in harm to the Premises, other City buildings, or people.

I. Screen Credit. Licensee shall use good faith efforts to include for "The City of Santa Fe, New Mexico" in the credits at the end of the Film.

J. Photographic Rights. City hereby acknowledges that neither City, nor other party now or hereafter having an interest in the Premises, has any interest in Licensee's still photography, film or other recording on or of the Premises, nor any right of action against Licensee or any other party arising out of any use of said photography. City hereby grants to Licensee, its successors, licensees and assigns the irrevocable and perpetual right, worldwide, in any manner and in any media to use and exploit the films, photographs, and recordings made of or on the Premises in connection with the Film in such manner and to such extent as Licensee desires in its sole discretion. Licensee and its licensees, assigns and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, photographs and recordings made on or of the Premises, in perpetuity, throughout the universe. As between Licensee and City, Licensee shall be the sole and exclusive owner, throughout the universe in perpetuity, of all rights of whatever nature, including without limitation all copyrights, in all films, photographs and recordings made of or on said Premises in connection with the Film and including, without limitation, the exclusive right to assign and/or license Licensee's rights without restriction or impairment of any kind.

In the event of a breach of this License by Licensee, City shall not have the right to enjoin or otherwise restrain the production, marketing, or exploitation of the Film.

K. Confidentiality. City shall not use any name, logo, Film title, trademark or other proprietary mark of Licensee or of its licensees or assigns in any manner. City agrees that it shall not officially publicize, advertise or promote the appearance of the Premises in the Film, without the prior written consent of Licensee. City's confidentiality obligations hereunder shall apply to any and all media, including, without limitation, any social networking site; microblogging service; user-generated or user-uploaded content website; online forum, discussion thread or comment section; personal website or blog; user modified website; or any other website, service, platform, application or other form or method of communication, whether now known or hereafter devised (e.g., Facebook and Twitter). Licensee acknowledges that City is a municipal corporation and political subdivision of the State of New Mexico and, as such, is required to comply with the State of New Mexico Inspection of Public Records Act (IPRA) and, to the extent that City possesses written or electronic information about the Film, that City may be required by law to release that information pursuant to an IPRA information request.

In acknowledgement of the above, and to maintain confidentiality regarding the Film, the Parties agree as follows:

(i) Licensee shall not transmit to City any information regarding the Film that Licensee desires to remain confidential including, without limitation, information and photographs regarding Licensee, participants in the Film (e.g., actors, producers, crew, etc.), the set, storylines and methods of production of the Film and any other non-public information (whether written, electronic, graphic or any other form).

(ii) City shall use reasonable care in its responses to IPRA requests to protect, as permitted by law, any of Licensee's confidential information.

L. Municipal Code. Licensee's use of the Premises shall at all times be in compliance with the City's Municipal Code, including but not limited to §10-2 SFCC 1987, the City's Noise Ordinance.

Failure of Licensee to comply with conditions of use of the Premises as provided herein shall be deemed a breach of this License and shall constitute grounds for termination of this License by the City pursuant to Section 5 of this License.

M. Stage Manager. The Licensee shall be solely responsible to contract with and assume all costs for a third-party Stage Manager approved in advance in writing by the City. The Stage Manager shall comply with all City requirements for use of the Premises and shall have the responsibility to inventory City-owned personal property on the Premises and shall seek and obtain City approval for the Licensee to use certain personal property in the production of the Film.

N. Condition of Premises upon Surrender. Upon expiration or sooner revocation or termination of this License, Licensee shall, at its expense, cause the striking and removal of all sets, materials and equipment placed upon the Premises by Licensee, and shall clean such premises, steam clean Studio office carpet, and remove all residue and articles of rubbish so as to leave the Premises in substantially the same condition as when Licensee took possession thereof, reasonable wear and tear excepted. In the event Licensee lays materials on or paints any portion of the stage floor, wall, or cyclorama, or makes any alterations as described herein with the City's approval, Licensee shall either restore or compensate City for restoration of that portion of the premises. Further, to the extent deemed necessary by City due to the condition of the Licensed Premises, the cost of a professional cleaning service will be charged to the Licensee's security deposit, provided that City shall provide Licensee with three (3) days prior written notice via email and an opportunity to clean Premises prior to City charging for such cleaning.

Pursuant to its obligation under the License, Licensee specifically agrees to repaint the stage floors whichever stage(s) it uses (Stage A, Stage B and/or Stage C) in a reasonable and professional manner under the direction of the Stage Manager as follows: Dunn-Edwards Rustoleum matte water-based urethane, "Walrus" color; for Stage A, minimum 25 gallons; for Stage B, minimum 12 gallons; for Stage C, minimum 7 gallons. Amounts may be doubled if a second coat is required at the discretion of the Lessor or Stage Manager. For the Green Screen, the use of Mann Brothers paint (or equivalent), is required, in the color, Digital Green – Vara Bond, Acrylic Latex Flat.

N. Failure to Comply. Failure of Licensee to comply with conditions of use of the Premises as provided herein shall be deemed a breach of this License and shall constitute grounds for termination of this License by the City pursuant to Section 7 of this License.

4. CHARGES

A. License Fees. Licensee shall pay the City the fees specified in **Exhibit A-2**, attached hereto and made a part hereof (the License Fees). License Fees do not incorporate governmental gross receipts taxes.

B. Additional Charges.

(i) Additional Stages, Equipment Lot Services and Facilities. If at any time during the Term hereof Licensee shall require any stages, lot service, equipment or facilities of Studio in addition to those expressly referred to in this Agreement, the City agrees to furnish the same, subject to the reasonable availability thereof, but Licensee shall have no right to use any additional stages, equipment, lot services or facilities without the payment of additional fees and/or charges thereof. The Licensee shall pay the rates

for all stages, lot services, equipment and facilities not expressly referred to in this Agreement will be charged in accordance with the then-current studio rate schedule. The terms and conditions of this License shall apply to any additional stages, equipment, lot services and facilities furnished by the City at Licensee's request.

(ii) Utilities. Utility services including water, gas, and electricity required by Production Entity in connection with this License shall be furnished as available and charged to the Production Entity as per **Exhibit C** (stage and mill power) and shall be included in the License Fee for office space; any water usage that exceeds regular and reasonable use may entail additional fees and requires City approval; however, that neither the Lessor nor the City shall be liable for failure or interruptions resulting from any cause including, but not limited to, generator failure, or failure or breakdown of public utility services and equipment, acts of God, force majeure, or from good faith acts or decisions of the City or the Lessor, but excluding the willful or intentional misconduct or gross negligence of City or the Lessor.

(iii) Rate Increases. Any and all labor, material and service rate increases incurred by City for services provided to Licensee during the term of this Agreement shall be paid by Licensee. City shall notify of all rate increases before commencing such services to Licensee.

(iv) Other. All incidentals and additional costs as outlined in **Exhibit C**.

City shall have no obligation to allow access to the Licensed Premises until and unless Licensee has paid to the City all amounts due upon execution of this License and has provided to the City the certificates of insurance required below. The License is granted in consideration for the sums specified in **Exhibit A-2** and payment of applicable additional costs in **Exhibit C**.

C. Payee. Licensee shall remit License Fees and Additional Charges on the dates specified in **Exhibit A-2**. Licensee shall remit all License Fees along with applicable New Mexico governmental gross receipts taxes (currently 5.00%) to:

City of Santa Fe
P.O. Box 909,
200 Lincoln Ave.
Santa Fe, NM 87504
Attention: Asset Development Office

5. SECURITY DEPOSIT.

A security deposit is waived for this License.

6. PAYMENTS.

The License Fee shall be paid by Licensee upon execution of this License. City will submit invoices to Licensee. These invoices will include any additional charges, and are due and payable within net fifteen (15) days after the date of the invoice. All challenges or protests with regard to the accuracy or legitimacy of any and all charges must be received by the City in writing within ten (10) days from the date Licensee gives notice of such charges. All protests and challenges not received within said ten (10) day period shall be deemed to be waived, and Licensee shall be deemed to have approved the legitimacy and accuracy of said charges. A late charge of one percent (1%) per month shall accrue on all amounts not paid within the fifteen (15) day period.

7. TERMINATION

A. Termination by City. Upon Licensee's failure to comply with the provisions of this License and after Licensee's receipt of City's written notice thereof wherein Licensee shall be

entitled to a five business day period to cure such failure, the City may, upon five (5) business days following Licensee's inability to cure such failure during such cure period, revoke this License and Licensee agrees in that event to: (a) peaceably and promptly surrender the Premises on the termination date specified in the written notice, (b) to remove all Licensee's personal property from the Premises, and (c) to restore the Premises to its original state at the time of Licensee's entry thereon.

B. Termination by Licensee. Licensee may terminate this License at any time upon five (5) days written notice to City.

C. Mutual Termination. The Parties may mutually terminate this License via an instrument in writing, in which case the City shall return on a daily pro-rated basis the unused portion of this License.

D. No Other Refunds. Upon termination of this License by either Party, there shall be no refund of the License Fees or any portions thereof, other than as specified in Section 7(C).

8. NO INTEREST CREATED

Licensee acknowledges that no interest or estate of any kind whatsoever in the Premises is conveyed by this License or by occupancy or use of the Premises pursuant to the License. This License shall not be assigned by Licensee. Notwithstanding the provisions of this Section, Licensee shall have the unrestricted right to assign any or all rights in and to the Film.

9. INSURANCE, INDEMNIFICATION & WAIVER OF SUBROGATION

A. Insurance. Licensee, and each of Licensee's contractors and subcontractors who physically access the Premises, shall, at their sole cost and expense, procure and continue to maintain in force during the Term of this License with limits of coverage in the maximum amount in which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property, the following types of insurance:

- (i) Workers' Compensation Insurance (at statutory limits); and
- (ii) Employer's Liability Insurance with minimum limits of One Million Dollars and No Cents (\$1,000,000.00) per occurrence; and
- (iii) Comprehensive General Liability and Property Damage Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than Two Million Dollars and No Cents (\$2,000,000.00) combined single limit; and
- (iv) "All-risk" property insurance insuring the Premises and its appurtenant personal property for full replacement costs.

All policies shall be written by an insurer with an A. M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the State of New Mexico. The general liability insurance coverage shall be endorsed to name the City, the City's agents, employees, volunteers, officers, and elected and appointed officials (collectively the "City's Releasees") as additional insureds. Licensee shall provide written documentation of all required insurance coverages upon execution of this License and otherwise within ten (10) days of the City's written request for such documentation. All policies shall provide that the City shall be given no less than thirty (30) days prior written notice of any cancellation except as a result of non-payment, for which not less than ten (10) days prior written notice shall be given.

No self-insurance shall be permitted at any time without the prior written consent of the

City, which may be withheld for any or no reason.

B. Indemnification. Licensee agrees to indemnify, defend and hold City's Releasees harmless from and against any third-party claim of injury, loss, damage or liability costs or expenses (including without limitation reasonable outside attorneys' fees and court costs) to the extent arising out of Licensee's breach of this License. Circumstances under which the City will not be held liable include, but are not limited to:

(i) any work or act done in, on or about the Premises, or any part thereof at the direction of Licensee, its agents, contractors, subcontractors, servants, employees, licensees or invitees on behalf of Licensee; and

(ii) any negligence or other willful misconduct on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, or invitees; and

(iii) any accident, injury or damage directly caused by or attributable to Licensee or its agents, contractors, subcontractors, servants, employees, or invitees to any person or property occurring at the Premises or any part thereof, except to the extent caused by the negligence or willful misconduct of the City, its employees, agents, volunteers, officers or officials; and

(iv) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this License on its part to be performed or complied with; and

(v) Any failure of Licensee to comply with applicable local, state or federal laws.

C. Waiver of Subrogation. Licensee hereby grants to the City a waiver of any right to subrogation which any insurer of Licensee may acquire against the City by virtue of the payment of any loss under such insurance except for any workers' compensation claims. Licensee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

10. NOTICE

All notices and demands in regards to this License must be given by first class certified or registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, courier fee prepaid. All such properly sent notices and demands shall be effective when received, rejected or refused by the recipient. Notices will be addressed to the Parties as follows:

To City:

City of Santa Fe
200 Lincoln Avenue
Santa Fe, New Mexico 87501
Attn: City Manager

To Licensee:

OLG Productions LLC
C/O Metro-Goldwyn-Mayer Studios Inc.
245 N. Beverly Dr.
Beverly Hills, CA
Attn: Michael Minden, Executive
Vice President of Business and

Legal Affairs, Scripted Television

Either Party may change its notice addresses in this Section upon three (3) days written notice to the other Party. Any copy of a notice or demand to a Party's legal counsel does not constitute legal notice to that Party.

11. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City in connection with this License is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision of this License modifies or waives any provision of the New Mexico Tort Claims Act.

12. NO REPRESENTATIONS REGARDING TAX CREDITS

The Licensee expressly understands and agrees that the City makes no warranty, covenant, or any other representation that the payment of New Mexico governmental gross receipts taxes will result in or entitle the Licensee to any tax credit, including but not limited to Film Production Tax Credits.

13. NO THIRD-PARTY BENEFICIARY

By entering into this License, the Parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Licensee. No person shall claim any right, title, or interest under this License or seek to enforce this License as a third-party beneficiary of this License.

14. LAWS AND REGULATIONS

A. Compliance with Laws. In connection with its use of and activities in and about the Premises and the City property, Licensee, at its sole expense, shall comply, and shall cause its agents, employees, contractors, representatives, guests and invitees to comply, with all applicable laws, orders and regulations of federal, state, county or municipal authorities, and with any direction of any public officer pursuant to law which shall impose any violation, order, or duty upon the City or Licensee with respect to any part of the City premises used by Licensee hereunder and that arise out of Licensee's particular use of the Premises.

B. Safety. Licensee guarantees that all facilities and equipment furnished by it will conform to, and Licensee agrees to comply with, all safety regulations set forth by OSHA, the California Division of Industrial Safety Orders, the EPA AQMD, and other environmental pollution and toxic waste control and protection agencies, and safety guidelines that may be issued by the Motion Picture Safety Committee, and all other federal, state, county, municipal and local rules and regulations. Any and all paints and other coloring materials, lacquers and other finishes, solvents and thinners, cleaning or detergent agents, or otherwise potentially harmful, hazardous or toxic materials, liquids, substances, and other contaminants must be removed from the Premises by Licensee at Licensee's expense after use of the same has been completed. During such use, such materials shall be kept in a safe and contained manner. City shall charge to Licensee, and Licensee covenants and agrees to pay, all costs caused by, relating to, or arising from the removal and/or disposal of any and all such materials or substances discharged by Licensee or otherwise not removed

from the premises by Licensee and any and all fines, assessments, and penalties that may be incurred or imposed upon City or Licensee as a result of such malfeasance by Licensee.

15. HEADINGS, INTERPRETATION

The section headings contained in this License are for reference purposes only and shall not affect the meaning or interpretation of this License.

16. ENTIRE AGREEMENT

This License incorporates all the agreements and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements and understandings have been merged into this License. This License expresses the entire agreement and understanding between the parties with respect to said license. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this License.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Licensee shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this License, the Licensee agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court of the State of New Mexico.

18. FORCE MAJEURE

Failure of the City to comply with the terms and conditions hereof because of an Act of God, force majeure, labor troubles, war, fire, riot, earthquake, act of public enemies, action of governmental authorities (federal, state or local), unavailability of power, transportation, stages, production facilities or materials, or for any other reason beyond the reasonable control of City, shall not be deemed a breach of this License, and City shall not be liable to Licensee for any consequential damages. Except for the obligations to pay license fees and additional charges, the provisions of this Paragraph shall apply equally and reciprocally to Licensee.

19. REPRESENTATION ON AUTHORITY OF SIGNATORY

The signatory for the Licensee represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this License. The Licensee represents and warrants that the execution and delivery of the License and the performance of the Licensee's obligations hereunder have been duly authorized and that the License is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this
21st day of September, 2018.

CITY OF SANTA FE


ERIK J. LITZENBERG, CITY MANAGER

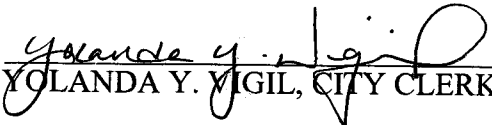
APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:


THERESA GHEEN, ASSISTANT CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR *mi*

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK *all*

BUSINESS UNIT/LINE ITEM:

51910.460150

LICENSEE:

OLG PRODUCTIONS, LLC

See Attached sheet
MIKE NELSON, PRODUCER/UPM,
AUTHORIZED OFFICER

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this
_____ day of September, 2018.

CITY OF SANTA FE

ERIK J. LITZENBERG, CITY MANAGER

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

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APPROVED:

MARY McCOY, FINANCE DIRECTOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

BUSINESS UNIT/LINE ITEM:

LICENSEE:
OLG PRODUCTIONS, LLC



MIKE NELSON, PRODUCER/UPM,
AUTHORIZED OFFICER

Exhibit A-2

LICENSE FEES

| <u>Building/Area</u> | <u>Use</u> | | <u>License Fee*</u> |
|---------------------------------------|---------------------------------|------------------------|--|
| Production Offices- Garson Studios | Production Offices & Storage | 9/24/18 to 9/30/18 | <i>(\$66.67 per day)</i> <u>\$466.67</u> |
| | | 10/1/18 10/31/18 | <i>(\$64.52 per day)</i> <u>\$2,000 per Month</u> |
| | | | |
| Stage A - Garson Studios | Filming Location | 10/1/18 to 10/31/18 | <i>(\$1,290.32 per day)</i> <u>\$40,000 per Month</u> |
| Stage B - Garson Studios | Filming Location | 10/1/18 to 10/31/18 | <i>(\$645.16 per day)</i> <u>\$20,000 per Month</u> |
| Stage C - Garson Studios | Filming Location | 10/1/18 to 10/31/18 | <i>(\$209.68 per day)</i> <u>\$6,500 per Month</u> |
| Parking - Garson Studios | Production Staff Parking | 10/1/18 to 10/31/18 | <i>(\$77.42 per day)</i> <u>\$2,400 per Month</u> |

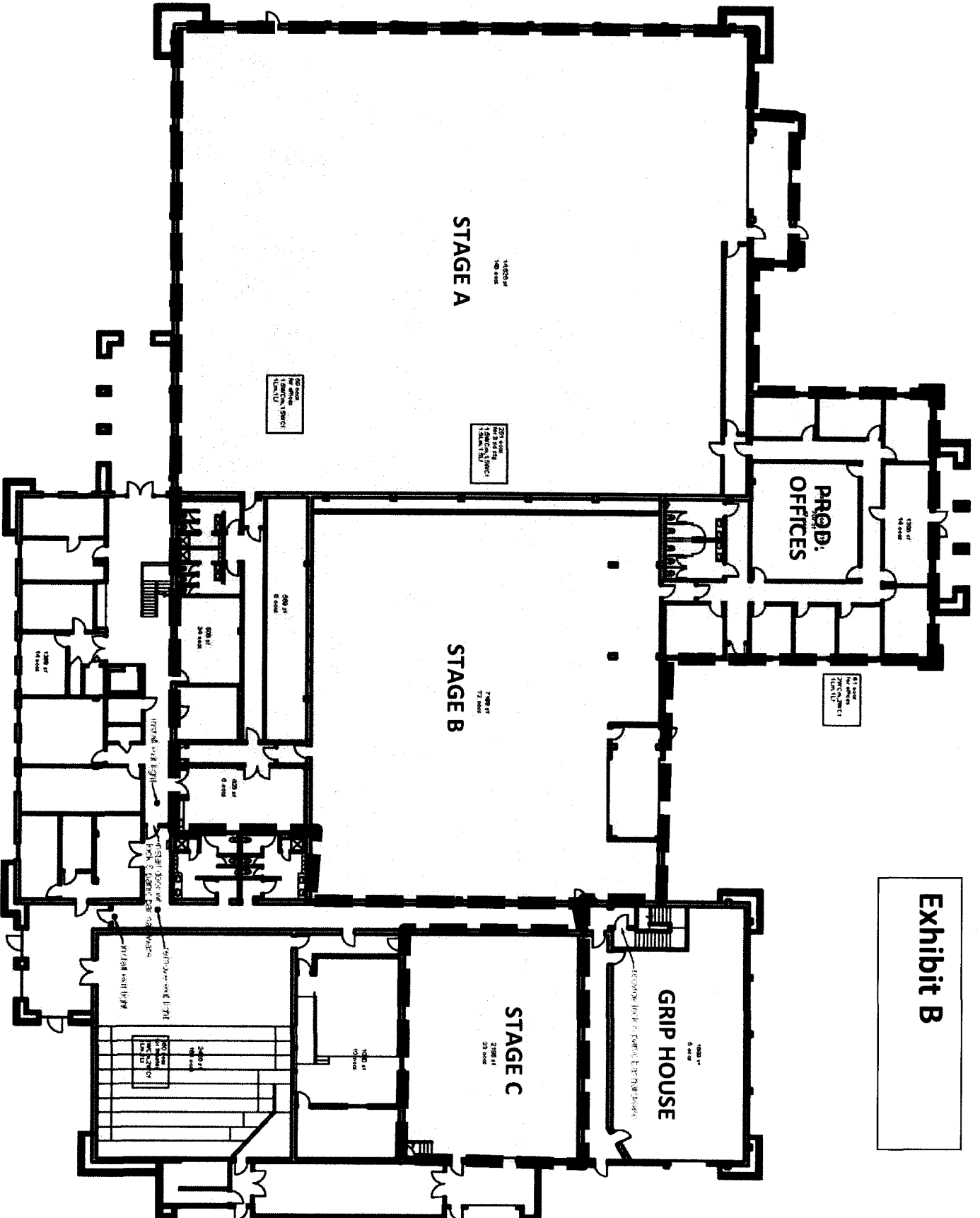
PAYMENTS SCHEDULE:

- All License Fees are due on the first day of the month in which they accrue. The License Fees for the use of the Production Office and the Room in Alumni Hall from September 24, 2018 through September 30, 2018 are due on September 24, 2018.
- Daily amounts are provided for informational purposes if Licensee is eligible for a pro-rated daily rebate.

***Notes**

1. Rates for filming include exteriors of buildings.
2. Rates do not include New Mexico governmental gross receipts tax.
3. License Fees for use of filming locations after the Termination Date (as provided in Section 2.B) shall be the same the License Fees during the Term.

Exhibit B



GARSON STUDIOS
Santa Fe, NM

A I A
MAGNUS
LLOYD
and
ASSOCIATES

FIRST
FLOOR
PLAN

8/1/18

R/V

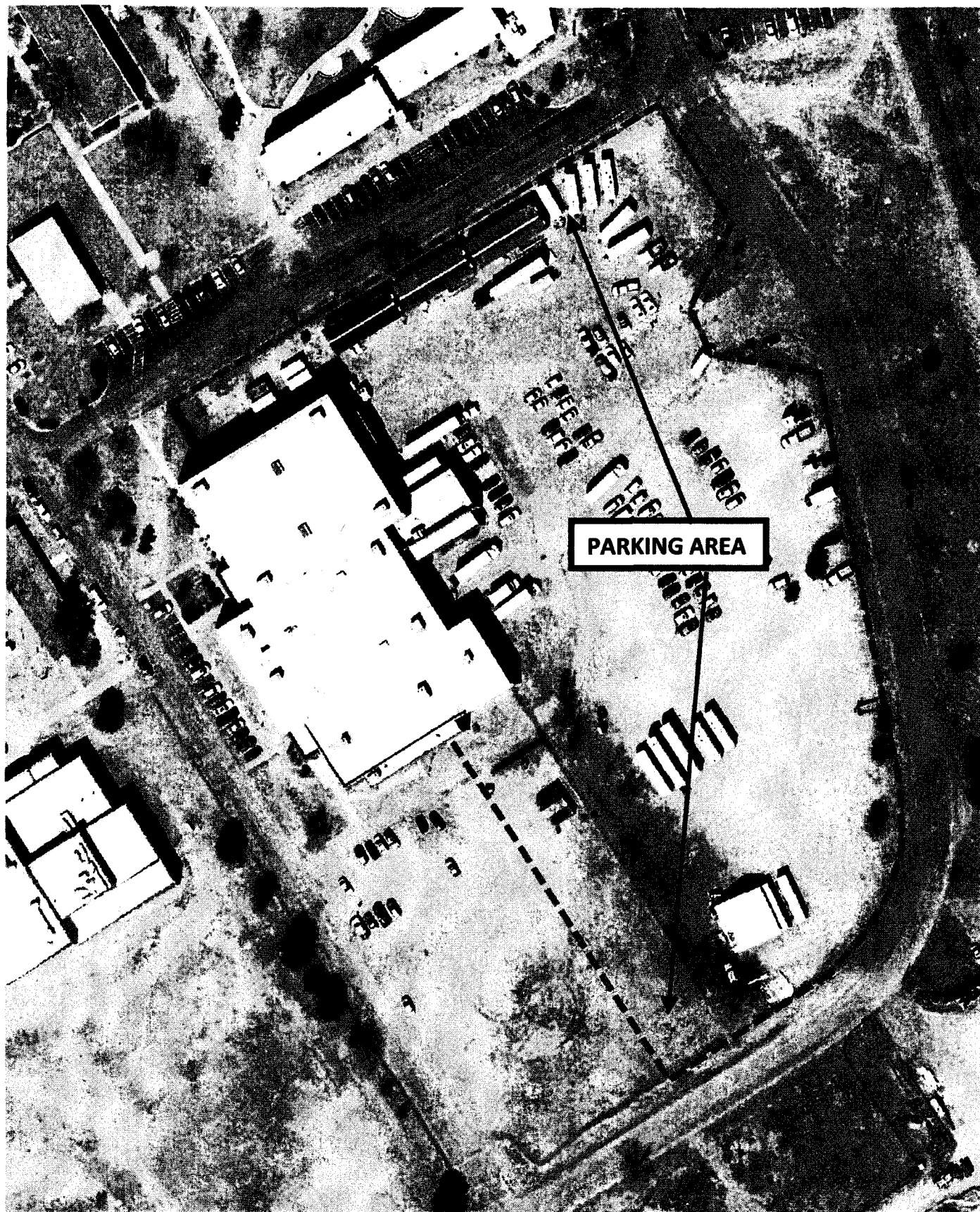


Exhibit C

GARSON STUDIOS

2018 STAGE & STUDIO SERVICES RATE CARD

STAGES*

| <u>FACILITY SPECIFICATIONS</u> | | | | <u>RATES</u> |
|---|--------|-----------|--------|--------------|
| STAGE | SQ.FT | FLOOR | HEIGHT | MONTHLY |
| A** | 14,000 | 128 x 110 | 33 | \$40,000 |
| B | 7,500 | 94 x 74 | 24 | \$20,000 |
| C | 2,800 | | | \$6,500 |
| A** Studio A includes a hard cyc 77 x 55 x 24 | | | | |

OFFICE SPACE*

| <u>LOCATION</u> | <u>SQ. FT.</u> | | <u>MONTHLY</u> |
|--|----------------|-------------|----------------|
| Garson Studios Offices | 3,500 | Per Sq. Ft. | \$2,000 |
| (includes 8 private offices and large bullpen areas plus office furniture) | | | |
| Room (alumni hall) | | | \$1,000 |

ADDITIONAL STAGE RENTAL FEES*

| | |
|------------------------|--|
| Stages AIR | |
| CONDITIONING/POWER: | \$200 Per Day Prep/Wrap & \$350 Per Day Prelight/Shoot |
| Office AC/Power: | \$200 Per Day |
| PHONES/HARDLINES/WIFI: | Please contact Exchange Communications For Quote: 888-679-6111 |
| PARKING AT STUDIOS: | \$2,400 Monthly |
| STAGE MANAGER: | Not included. |
| STUDIO GUARD: | Not included. |
| JANITORIAL: | Please contact for preferred vendor. Production is required to set up janitorial services. |
| KEYS: | 2 sets of keys at no charge. \$20, Per Additional Key. Lost Keys \$50 -\$100 / Door |
| TRASH / RECYCLING: | Contact City Trash Services at 505-955-2260. |

* NM Governmental GRT Apply