

**U.S. DEPARTMENT OF DEFENSE
PRODUCTION ASSISTANCE AGREEMENT
DoD-0002-2018**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees, subject to the provisions herein, to provide to **PARAMOUNT PICTURES CORPORATION**, (hereinafter referred to as the "Production Company," and such other parties as it may designate) the assistance itemized in this Production Assistance Agreement in conjunction with the production of a feature motion picture known at this time as **ISLAND PLAZA** (a.k.a **TOP GUN: MAVERICK**) currently a working title (sometimes referred to herein as the "Picture"). This Agreement expresses the terms under which DoD intends to provide assistance. This agreement does not authorize the obligation of any United States funding, nor should it be construed as a contract, grant, cooperative agreement, other transaction, or any other form of procurement agreement.

**LIST OF MILITARY RESOURCES REQUESTED TO BE PROVIDED IN SUPPORT OF
PARAMOUNT PICTURES PRODUCTION BETWEEN SEPTEMBER 2018 AND JULY
2019.**

- I. Based on the Paramount scripted titled "**TOP GUN: MAVERICK**", Commander, Naval Air Forces (CNAF), in concurrence with Chief, Navy Office of Information (CHINFO) and approval from Assistant to the Secretary of Defense for Public Affairs (ATSD-PA), is prepared to provide the following support:
 - a. Assign a senior staff, post-command Officer to review with public affairs the script's thematics and weave in key talking points relevant to the aviation community, **CAPT Walter Slaughter** and **CAPT Brian Ferguson**.
 - b. In coordination with Commander, Navy Installations Command (CNIC) and Commander, Navy Region Southwest (CNRSW) provide escorted access to Naval Base Coronado, Naval Air Station (NAS) Fallon, NAS Lemoore, Naval Air Facility (NAF) El Centro, Naval Air Weapons Station (NAWS) China Lake, and Naval Air Station (NAS) Whidbey Island.
 - c. As available, provide a senior subject matter expert (SME) to the production company, coordinated through the Director of NAVINFO WEST for key locations and studio filming days as a liaison to the Production Company to provide on-set dialogue and depict action scenes accurately.
 - d. As available, provide a SME to ensure all squadron spaces are sanitized and security concerns are met, unclassified tactics are demonstrated, and all production support requests are vetted through NAVINFOWEST and approved on a "not to interfere with mission/no cost to the government basis" during the movie's filming, anticipated to be from September 2018 through July 2019.

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- e. At request of the Production Company and with the local commands approval reposition aircraft on-station, fly in aircraft from other installations, provide access to hangars with or without aircraft and equipment inside, and provide access to runways and staging areas for the Production Company at all U.S. Navy filming locations, to include aboard Naval vessels underway and in-port. All movement of Naval personnel, equipment and aircraft not aligned to current operations will be at an additional cost to the Production Company.
- f. Escorted access to a Nimitz-class nuclear-powered aircraft carrier to film flight operations and other scenes as required pier-side and at sea off the U.S. coast.
- g. In support of the Production Company's Hard Deck Bar to be built on Naval Base Coronado, NBC will provide an area for the Production Company to pre-stage and pre-fabricate the set's structure on or before 7 September in order to meet their 17 Sep start build date on the base's beach. Additionally, the Production Company will need a staging area upon completion of filming to deconstruct the set.
- h. Allow for the internal and external placement of the Production Company's cameras on F/A-18 E/F Super Hornets and Navy helicopters with the approval of the Naval Air Systems Command (NAVAIR).
- i. Allow the Production Company's Patriot Jet (L-39) to execute rehearsal flights and conduct principal aerial photography over Naval Air Ranges in close coordination with CNAF and NAS Lemoore, NAS Fallon, NAF El Centro, NAWS China Lake, and NAS Whidbey Island air operations staffs. All footage will require a security review on-set on the day of the filming of such footage by an appropriate security clearance-level Naval Aviator or Security Manager. Any footage deemed classified or sensitive must be deleted or turned over to the U.S. Navy, otherwise, once reviewed, such footage shall deemed approved for use by the Production Company.
- j. Support flying scenes with Naval aircraft and Naval aviators. Squadrons supporting this effort will track and detail the non-training costs incurred understanding that the Production Company will reimburse the Navy. Flight hours mapped to existing, legitimate operational and training missions will not be charged.
- k. The Navy Flight Demonstration Squadron (Blue Angels) will conduct a flyover in 2019 (specific date TBD) when their operational airshow schedule permits.
- l. Provide water survival and ejection seat training for the film's cast actors at approved Navy facilities prior to conducting aerial filming scenes.
- m. Allow the Production Company's actors to fly in the backseat of F/A-18F Super Hornets for flight scenes. All actors must pass physicals and be approved by the CNAF Force Flight Surgeon.

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- n. Allow active-duty personnel in a duty status to appear in the film. Select pilots will be allowed to be filmed in the cockpit of aircraft during flight sequences.
 - o. Subject to approval from Naval History and Heritage Command (NHHC) and The National Naval Aviation Museum's (NNAM) authorize the production company to borrow one heritage F-14 Tomcat, repaint the aircraft with NNAM approved paint scheme, remove ejection seats for on-stage filming, and conduct maintenance to power aircraft to have control panel and exterior lights operational in support of filming onboard a CVN and at second location TBD. All costs related to transporting, painting and maintenance are the Production Company's sole expense.
 - p. Authorization to purchase standard U.S. Navy uniforms via Navy Exchange Service Command and to photograph and use all such uniforms in connection with the Picture.
 - q. Allow the Production Company to borrow Navy photographs and memorabilia from NAS Lemoore in support of filming and to photograph and use all such photographs and memorabilia in connection with the Picture.
 - r. Allow the Production Company to borrow six U.S. Navy F/A-18 Tactical Operational Flight Trainer Seats from NAS Lemoore scheduled for Defense Reutilization and Marketing Office (DRMO) and to photograph and use all such Seats in connection with the Picture. To be returned to NAS Lemoore upon completion of filming.
 - s. Subject to CNIC and CNRSW approval authorization to land and refuel the Production Company's camera jets at NAS Fallon, NAS Lemoore, NAF El Centro, NAWS China Lake, and NAS Whidbey Island in support of aerial filming sequences. If approved the Production Company agrees to pay refueling fees.
 - t. All additional costs associated with filming events at any U.S. Navy installation will be pre-approved by the Production Company prior to scheduling and commencing filming.
- 2. Addendums to this agreement will be written to outline specific installations, units, ships, squadrons, facilities and personnel.
 - 3. The DoD will make reasonable efforts to provide the assistance requested in the request for production assistance, to the extent approved by DoD, and subject to the limitations contained herein.
 - 4. This Agreement is subject to revocation due to non-compliance with the terms herein, with possible consequences including but not limited to temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project, revocation of the general release for photography and sound recordings

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(see paragraph 14), and/or withholding of other approvals incident to this agreement. Requests for future support from DoD may also be denied. In the event of dispute, the Production Company will be given a written notice of non-compliance by the DoD Project Officer. The Production Company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the Picture. If such agreement is either suspended or terminated, the sole right of the Production Company to appeal such decision is to the DoD designee responsible for coordinating production assistance for entertainment media operations ("DoD Director of Entertainment Media"). The requirements in Department of Defense Instruction 5410.16 shall apply to this agreement.

It is understood between DoD and the Production Company that:

5. The DoD Project Officer, **Mr. Russell Coons**, is the official DoD representative responsible for ensuring that the terms of this Agreement are met. He is the senior CHINFO oversight and is responsible for information flow and messaging. He or his designee(s) will manage information, public affairs messaging and communications between the production company and the US Navy as appropriate. The DoD Project Officer is the Department's designated lead for motion picture support and he and his staff must be kept abreast of all coordination efforts.
6. The CNAF Project Officer will be **CAPT Brian Ferguson**, he is the official representative and Naval Aviation Subject Matter Expert (SME). He is the sole authority for determination of ensuring on-set dialogue and action scenes are depicted accurately, to appropriately and realistically reflect Naval Aviation. The CNAF Project Officer or his designee will be present each day the U.S. military is being portrayed, photographed, filmed or otherwise involved in any aspect of **TOP GUN: MAVERICK**. The CNAF Project Officer is the uniformed military technical advisor and all operational coordination that involve CNAF assets or personnel must be approved and coordinated by him or his designee. All discussions between the Production Company and the United States Navy for content decisions and any other technical and/or operational questions/issues must originate and terminate via the CNAF Project Officer or his designee. The Production Company will consult with the DoD and CNAF Project Officers in all phases of pre-production, production, and post-production that involves or depicts the U.S. military.
7. The Production Company will cast actors, extras, doubles, and stunt personnel portraying Service members who conform to individual Military Service regulations governing age, height and weight, uniform, grooming, appearance, and conduct standards. DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of these portrayals cannot be resolved in negotiation between the Production Company and DoD within the 72-hour cure period. The DoD Project Officer will provide written guidance specific to each Military Service being portrayed.

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8. DoD has approved production assistance in the best interest of the DoD, based on the **June 8, 2018 "WORKING DRAFT"** version of the script. The Production Company must obtain, in advance, DoD concurrence for any subsequent substantial changes proposed to the military depictions made to either the Picture or the sound portions of the production before it is exhibited to the public. The Production Company agrees to involve the DoD Project Officer in these changes, including those that may be made during post-production; provided, however, in the event of disagreement, the Production Company's decisions with respect to such changes, if any, shall be final and binding.
9. The operational capability and readiness of the military components shall not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these instances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the Production Company.
10. There shall be no deviation from established DoD safety and conduct standards. The DoD Project Officer or his designee will coordinate such standards and compliance therewith. DoD will provide the Production Company advance notice of such safety or conduct standards upon request.
11. All DoD property or facilities damaged, used, or altered by the Production Company in connection with the production will be restored by the Production Company to the same or better condition, normal wear and tear excepted, as when they were made available for the Production Company's use unless such damage arises from the DoD's acts or omissions.
12. The Production Company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of TOP GUN: MAVERICK. The estimated amount will be detailed and included with each addendum. Unless otherwise agreed upon, the Production Company agrees to post advance payment in the amount estimated or those agreed upon by the Production Company and the units specified. The payment will be submitted to the military component(s) designated to provide the assistance, or to another DoD agency, as deemed appropriate by DoD.
 - a. DoD agrees to provide statements of charges assessed by each installation or DoD component providing assets to assist in the production within 45 days from the last day of the month in which filming is completed.
 - b. The Production Company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, including, but not limited to fuel, resultant depot maintenance, expendable supplies, travel, lodging and per diem, civilian overtime, and lost or damaged equipment.
 - c. If the final aggregate of such costs and charges is less than previously anticipated,

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DoD agrees to remit the exact amount of the difference of any funds posted within 45 days from the last day of the month in which filming is completed.

- d. To the extent that Production Company has an outstanding balance following project completion, it shall pay DoD the balance owed within 45 days after receiving a statement of charges.
13. The Production Company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD Project Officer, the DoD Director of Entertainment Media, the CNAF Project Officer and/or their designees, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate, as provided by the Defense Travel Management Office.

For each of these individuals, the Production Company will provide if reasonably available:

- a. Round-trip air transportation and ground transfers to the production location(s) at which there is a U.S. military portrayal or involvement, at times deemed appropriate by the DoD Project Officer and DoD Director of Entertainment Media.
 - b. A full-size vehicle (with fuel and with loss, damage, and collision automobile insurance paid for by the Production Company) for his or her personal use during the filming, including for his or her stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided.
 - c. Hotel accommodations equivalent to those provided to the Production Company's crew.
 - d. A dedicated, on-location trailer room or other comparable work space with full Internet access, desk, seating, and ensuite toilet.
14. By approving DoD production assistance for **TOP GUN: MAVERICK**, DoD hereby provides a general release to the Production Company for the use of any and all photography and sound recordings of any and all Service members, equipment, logos, insignia, real estate, and related materials, subject to the limitations in this Agreement (e.g. Paragraphs 15-16). The DoD and the Production Company agree to further negotiate in good faith the prior Paragraphs 15 and 16, which, once mutually agreed, shall be set forth in an addendum to this Agreement.

15. [INTENTIONALLY DELETED]

16. [INTENTIONALLY DELETED].

17. As a condition of DoD assistance, the Production Company will:

- a. Indemnify and hold harmless DoD, its agencies, Officers, and employees against any

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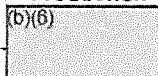
Production Company 

claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the Production Company's possession or use of DoD property or other assistance in connection with the production of **TOP GUN: MAVERICK**, to include pre-production, post-production, and DoD-provided orientation and / or training. The DoD is prohibited by statute (Anti-Deficiency Act, 31 U.S.C. §1341, and the Adequacy of Appropriations Act, 41 U.S.C. § 11) and policy from agreeing to indemnity and hold harmless provisions. Any claim for damages asserted against the United States must be brought in accordance with a valid waiver of sovereign immunity such as the Federal Tort Claims Act, 28 U.S.C. §§ 1346 and 2671 et seq., the Suits in Admiralty Act, 46 U.S.C. §§ 30901 et seq., or the Public Vessels Act, 46 U.S.C. §§ 31101 et seq., as applicable; this provision shall not be read as the United States' consent to be sued under any particular statute. This provision will not in any event require Production Company to indemnify or hold harmless DoD, its agencies, officers and/or employees from or against any claims arising from defects in DoD property or negligence or willful misconduct on the part of DoD, its agencies, Officers, or employees.

- b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The Production Company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.
- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or federally controlled substance pursuant to the Controlled Substances Act or alcoholic beverage without prior coordination with the DoD Project Officer or his designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the express written prior approval of the DoD Project Officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of Production Company-generated publicity and marketing materials, such as production stills and electronic press kits, provided that the Production Company shall have the right to approve the DoD's use of such Production Company-generated materials in each instance, and that such materials may be used only after coordination with and approval by the Production Company. These materials may be used to show DoD viewers how DoD is assisting in the production; such materials may be viewed by the general public if posted on an open DoD web site or other publicly-accessible media source.

Therefore, no DoD personnel will photograph actual filming, talent, or sets without the prior approval of the Production Company. In no event shall the DoD use any Production Company-generated materials or any other materials related to the

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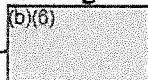


Production Company 

Picture in any manner that (i) might reveal plot-points not yet released by the Production Company until after the initial U.S. theatrical release of the Picture, or (ii) suggests or gives the impression that any cast or crew member endorses the DoD or the military.

18. The Production Company will provide the DoD and CNAF Project Officers with whatever internal communications equipment it is supplying to Production Company crew members to communicate on the set during production of military-themed sequences. The Production Company will also supply the DoD and CNAF Project Officers with earphones to monitor military-themed dialogue and other sound recording during these periods.
19. The Production Company shall provide the DoD and CNAF Project Officers and the DoD Director of Entertainment Media, or their designees, with a viewing of the roughly edited, but final version of the production (the "rough cut") at a stage in editing when changes can be accommodated, but only to the extent required to allow DoD to confirm that the tone of the military sequences substantially conforms to the agreed script treatment, or narrative description; to preclude release or disclosure of sensitive, security-related, or classified information; and to ensure that the privacy of DoD personnel is not violated. Should DoD determine that material in the production compromises any of the preceding concerns, DoD will alert the Production Company of the material, and the Production Company will remove the material from the production. The Production Company will bear the travel, lodging, per diem, and incidental expenses incurred in transporting the DoD and CNAF Project Officers and the DoD Director of Entertainment Media, and/or their designees, to the location where the screening is held.
20. The Production Company will also provide an official DoD screening of the completed production in Washington, D.C., prior to public exhibition at a time and location to be mutually approved by the Production Company and the DoD. An alternative screening location may be authorized by DoD, in negotiation with the Production Company. In this case, the Production Company will pay the reasonable travel and lodging expenses incidental to the attendance at the screening of the DoD and CNAF Project Officers and the Director of Entertainment Media and/or their designees.
21. The Production Company understands and agrees to the following terms with respect to acknowledging and highlighting DoD assistance.
 - a. The Production Company will place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one clear line above and one clear line below such credit acknowledging the DoD assistance provided. Such acknowledgment(s) will be in keeping with industry customs and practices, and will be of the same size and font used for other similar credits in the end titles.
22. The Production Company will provide DoD with access to the promotional and marketing materials made generally available to media outlets (e.g., electronic press kits

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and certain television advertisements) for internal information and historical purposes in documenting DoD assistance to the production, which access shall be provided at the same time and in the same manner as generally provided to media outlets.

23. The Production Company will provide a minimum of five one-sheets upon the date of the United States theatrical release of the Picture, and ten digital videodisc (DVD) copies of the completed production to DoD for internal briefings and for historical purposes, at such time when such materials are made available to the general public, if ever. The DoD project officer is responsible for distributing these copies equitably to all branches of the DoD involved in the production. DoD will not exhibit these DVDs publicly or copy them; however, DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance hereunder, for the sole purpose of illustrating DoD support to the production in internal DoD education and training materials only; to the extent that the DoD's use of such materials requires any third party permission, DoD shall be responsible for obtaining such permission, provided that the production company will assist with the coordination thereof. DoD is prohibited from making these clips available to any other party for any other purpose.
24. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD Project Officer and assigned official technical advisor(s), whose activities must be consistent with their authorized additional duties. DoD personnel in an off-duty, non-official status may be hired by the Production Company to perform as actors, extras, etc., provided there is no conflict with existing Service or Department regulations. In such cases, these conditions apply:
- a. Contractual agreements are solely between those individuals and the Production Company; however, they should be consistent with industry standards and the Production Company's standard agreement for such services.
 - b. The DoD Project Officer will ensure that DoD personnel will comply with standards of conduct regulations in accepting employment.
 - c. The Production Company is responsible for any disputes with unions governing the hiring of non-union actors or extras.
25. Following the screening review described herein and the associated clearances and approvals by DoD, all rights of every kind in and to all photography and sound recordings made hereunder, as applicable, shall be solely owned in perpetuity throughout the universe by the Production Company and any licensee or assignee successor of the Production Company.
26. In the event of a breach of, or noncompliance with, this agreement by the Production Company, DoD will not seek to enjoin the development, production, distribution, exhibition or any other exploitation of the Picture or the advertising or publicity in

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connection therewith without first conferring with Production Company concerning the alleged breach or non-compliance and the Production Company is given 72 hours to remedy the issue, so long as such a cure period does not cause further irreparable injury to DoD.

27. The Production Company may make donations or gifts in-kind to Morale, Welfare, and Recreation programs of the military unit(s) involved; however, donations of this kind are not required, and are not in any manner a consideration in the determination of whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD Project Officer and must comply with law and DoD policies.
28. The undersigned parties warrant that they have the authority to enter into this Agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.
29. This Agreement and other records relating to DoD assistance may be subject to disclosure pursuant to the Freedom of Information Act, 5 U.S.C. § 552.
30. For the avoidance of doubt, there shall be no duplication of the rights or benefits provided to DoD under this Agreement (e.g., DoD screening, screen credit, access to promotional and marketing material, DVD copies, one-sheets, accommodations, transportation, travel expenses and other perquisites), and those provided under any other agreement between the Production Company and DoD in connection with the Picture.
31. This Agreement consists of 10 [TEN] pages. Each page will be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

FOR PARAMOUNT PICTURES CORP.

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Signature and Date

Ralph Bertelle 9-5-18
Signature and Date

(b)(6)

Mr. Ralph Bertelle
Executive VP of Physical Production
5555 Melrose Ave
Los Angeles, Ca 90038

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Production Company *[Signature]*



**U.S. DEPARTMENT OF DEFENSE
SCRIPTED PRODUCTION ASSISTANCE AGREEMENT
ADDENDUM to DoD-0002-2018**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **PARAMOUNT PICTURES CORPORATION**, hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this addendum to be rendered in conjunction with the production of a scripted project currently entitled **ISLAND PLAZA (a.k.a TOP GUN: MAVERICK)**.

The U.S. Marine Corps agrees to provide:

- 20 Marines from Marine Corps Air Station (MCAS) Miramar, California, to appear as an official funeral detail for the filming sequence.
- Escorted access to MCAS Miramar to enable actors the opportunity to experience flight simulator training. All aspects of familiarization and training will be captured by second production unit.

1. The DoD will make reasonable efforts to provide the additional assistance requested in the addendum to the original request for DoD scripted production assistance, approved by DoD on September 5, 2018.
2. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.
3. This agreement consists of 1 page. Each page shall be initialed by the undersigned the U.S. Department of Defense and production company representatives. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity throughout the universe by the production company and any licensee or assignee successor of the production company; and DoD shall not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography and or sound recordings. These ownership rights pertain only to the exhibition, promotion, and marketing of **ISLAND PLAZA (a.k.a TOP GUN: MAVERICK)**.

FOR THE DEPARTMENT OF DEFENSE

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(Signature and Date)

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DoD

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FOR PARAMOUNT PICTURES CORP.

Ralph Bertelle 1024-18
Signature and Date

Name: Mr. Ralph Bertelle
Executive VP of Physical Production
5555 Melrose Ave
Los Angeles, CA 90039

Production Company *[Signature]*