


**U.S. DEPARTMENT OF DEFENSE  
PRODUCTION ASSISTANCE AGREEMENT  
AFTN: 200-09-20**

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby expresses its intent, subject to the provisions herein, to provide to **Paramount Overseas Productions, Inc.**, hereinafter referred to as the "production company," the assistance itemized in this Production Assistance Agreement (Agreement) in conjunction with the production of a **feature motion picture** known at this time as "**LIBRA (a.k.a. Mission Impossible VII)**". 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.

**MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION**

- Escorted access to RAF Mildenhall, United Kingdom on or about (o/a) 15 February 2021 to 31 May 2021 for production crew, cast and associated support personnel to film selected scenes incorporating U.S. Air Force personnel, U.S. Marine Corps personnel, RAF Mildenhall flight line buildings and equipment, 352nd Special Operations Wing aircraft (U.S. Air Force CV-22 Osprey) and support equipment, 100th Air Refueling Wing aircraft and support equipment included in "LIBRA (a.k.a. Mission Impossible VII)."
- Escorted access to Al Dhafra Air Base, United Arab Emirates for pre-production survey, crew, cast and associated support personnel in support of pre-production and film crew support to USMC MV-22B Osprey aircraft operations. Pending local unit mission requirements, USAF vehicles, personnel and equipment may be incorporated into selected scenes filmed at Midfield Terminal Building location o/a 1-8 February 2021 for inclusion in "LIBRA (a.k.a. Mission Impossible VII)."
- Escorted access and Public Affairs, Airfield Management, Safety, Operations and Security Forces assistance for pre-production scouting site survey, pre-production coordination and technical assistance related to logistical support to on-site filming at RAF Mildenhall, U.K. and Midfield Terminal Building, Abu Dhabi, U.A.E.
- DoD, U.S. Air Force and U.S. Marine Corps authorization for production company actors and crew (i.e. director, camera operators) to fly onboard USAF CV-22 Osprey and USMC MV-22B Osprey aircraft to film selected scenes included in "LIBRA (a.k.a. Mission Impossible VII)".
- Escorted access to U.S. Marine Corps MV-22B Osprey aircraft o/a 1-8 February 2021 at Midfield Terminal Building, Abu Dhabi, U.A.E for static display, takeoff/landing and aerial filming in surrounding areas for selected scenes incorporating U.S. Marine Corps personnel and equipment included in "LIBRA (a.k.a. Mission Impossible VII)."
- Authorization to purchase standard U.S. Marine Corps and U.S. Air Force uniforms, insignia, or other articles via Marine Corps Exchange/Navy Exchange Service Command and Army Air Force Exchange Service (i.e. hats, patches, etc.).
- All Department of Defense personnel and production company crewmembers will be required to conform to all national, local area and U.S. military (base) COVID-19 protocols indicated at each filming location.

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

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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 (see paragraph 9), and/or withholding of other approvals incidental 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 production. 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 DoD Instruction 5410.16 shall apply to this Agreement.

It is understood between DoD and the production company that:

1. The DoD project officer, USAF

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are the official DoD representatives responsible for ensuring that the terms of this Agreement are met. The DoD project officers or their designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of LIBRA. The DoD project officer is the military technical advisor, and all military coordination must go through him or her. The production company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involves or depicts the U.S. military.

2. 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.

3. DoD has approved production assistance as in the best interest of DoD, based on the 8 November 2020 version of the script to the extent agreed upon by DoD, **and as further described by revisions coordinated through OSD Public Affairs, Branch Chief, Entertainment Media.** The production company must obtain, in advance, DoD concurrence for any subsequent material changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

4. The operational capability and readiness of the Military Components will 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 circumstances, 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.

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5. There will be no deviation from established DoD safety and conduct standards. The DoD project officer or his or her designee will coordinate such standards and compliance therewith. DoD will provide the production company advance notice of such safety or conduct standards upon request.

6. 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, cleaned and free of trash, normal wear and tear excepted, as when they were made available for the production company's use.

7. 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 **IJBRA**. The estimated amount will be detailed and included (See Attachment 3). Unless otherwise agreed upon, the production company agrees to post advance payment or a letter of credit in the amount estimated to comprise the total additional DoD expenses or deposit such funds that may be reasonably necessary. The payment or letter of credit 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 and per diem, civilian overtime, and lost or damaged equipment. Should additional costs be necessary, the DoD will make reasonable efforts to notify the production as soon as possible prior to filming. The DoD will not be liable for any delay caused by production requirements for providing advance notice
- c. If the final aggregate of such costs and charges is less than previously anticipated, 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.

8. 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 or his or her designee, 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.

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For each of these individuals, the production company will provide:

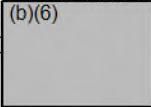
- a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.
- b. A full-size vehicle (with fuel and with loss, damage, and collision 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.

9. By approving DoD production assistance for **LIBRA**, 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, and real estate, subject to the limitations in this Agreement (e.g. Paragraphs 12-13).

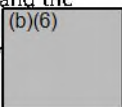
10. As a condition of DoD assistance, the production company will:

- a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any 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 this production of **LIBRA**, to include pre-production, post-production, and DoD-provided orientation or training. 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 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 other controlled substance; or alcoholic beverage without prior coordination with the DoD project officer or his or her 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 prior approval of the DoD project officer and the

DoD



Production Company



supporting installation. Additionally, the use of Unmanned Aerial Systems (UAS) (i.e. drones) on or over military installations or vessels is not authorized unless a specific exception to policy has been obtained in writing from the local installation POC, Combatant Commander or Agency POC by the production company.

- 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. 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.

11. The production company will provide the DoD project officer 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 project officer with earphones to monitor military-themed dialogue and other sound recording during these periods.

12. The production company will screen for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated to allow DoD to confirm the military sequences 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 cost of travel, lodging, per diem, and incidental expenses incurred in transporting the DoD project officer and the DoD Director of Entertainment Media, or their designees, to the location where the screening is held.

13. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

- a. The DoD and its component agencies and military branches use and own all rights, title, and interest in and to various DoD names, trademarks, service marks, certification marks, collective marks, collective membership marks, and/or other words, symbols, seals, emblems, crests, logos, insignia, patches, images, colors, uniform designs, names of battles, names of ships, aircraft, and other weapons platforms (individually and collectively "DoD Indicators"). The production company may display DoD Indicators in the footage of the production for purposes of depicting costumes, props, and/or scenes.

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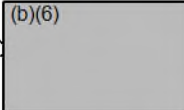
Additionally, the Production Company may include DoD Indicators in the direct marketing and promotion of the production, subject to advance review by the DoD Project Officer. However, nothing in this agreement grants or is intended to grant the production company any ownership rights or licenses or other permissions to use any DoD Indicators in any other context, including but not limited to theme park rides.

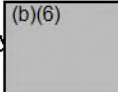
- b. The Production Company will not register or apply to register anywhere in the world a trademark, service mark, certification mark, collective mark, and/or collective membership mark (individually and collectively "trademarks") consisting of or containing in whole or in part any DoD indicator. Further, the Production Company will not register any domain names, Facebook user or profile names, Twitter names, or other social media identifiers based on and/or incorporating DoD Indicators without the consent of the appropriate DoD component. The mere fact that the title of the production may be composed in whole or in part of a DoD Indicator does not excuse the Production Company from this paragraph's prohibitions against applying to register and/or obtaining a registration for a trademark consisting of or containing any DoD Indicator.

14. The production company will also provide an official DoD screening of the completed production in Washington, D.C., prior to public exhibition. An alternative screening location may be authorized by DoD, in negotiation with the production company. In this case, the production company will pay the travel and lodging expenses incidental to the attendance at the screening of the DoD project officer and the Director of Entertainment Media or their designees.

15. 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. Details regarding credits (i.e. protocol order of precedence) should be coordinated with the DoD Project Officer.
- b. When promoting the availability of the production on social media, DoD requests that the production company use best efforts to "tag" the applicable Department of Defense, U.S. Air Force, Air Force Special Operations Command, U.S. Marine Corps social media accounts. Production company may determine the timing for such posts.
- c. The DoD and **U.S. Air Force, U.S. Marine Corps** may choose to promote the project via its owned and operated social media accounts. If DoD and/or **U.S. Air Force, U.S. Marine Corps** decide to originate a social media post, specific details, timing and tactics will be coordinated with the production company.

DoD 

Production Company 

- d. The production company will use best efforts to arrange opportunities for DoD public affairs personnel (e.g. Defense Media Activity/DoD News reporters) to interview selected key individuals associated with the production (e.g. executive producer, director, top-billed cast) for use in DoD public affairs efforts.

16. The production company will provide DoD with ten copies of all promotional and marketing materials (e.g., electronic press kits, one-sheets, and television advertisements) for internal information and historical purposes in documenting DoD assistance to the production.

17. The production company will provide a minimum of twenty digital videodisc (DVD/Blu-Ray/Digital File) copies of the completed production to DoD for internal briefings and for historical purposes, by overnight shipment to arrive the day following the first domestic airing or commercial distribution of the production. DoD will not exhibit these videodiscs 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, for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose.

18. 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.
- 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.

19. 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 U.S. law and DoD policies.

20. 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.

21. 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.

DoD (b)(6)

Production Company (b)(6)

22. This Agreement consists of **eleven (11)** pages including **three (3)** attachments (**Certificate of Insurance-RAF Mildenhall, Certificate of Insurance-Midfield Terminal Building, Abu Dhabi, Cost Estimate: Project Officer/Aircraft Expenses**). Each page will be initialed by the undersigned DoD and production company representatives.

*DH*  
DoD

FOR THE DEPARTMENT OF DEFENSE

FOR PARAMOUNT OVERSEAS PRODUCTIONS, INC

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DoD (b)(6)

Production Company (b)(6)



Attachment One: Certificate of Insurance

**ACORD** **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
1/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (b)(6)	CONTACT NAME PHONE (A.C. No. Ext) E-MAIL ADDRESS: (b)(6)																					
INSURED (b)(6)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A</td> <td>Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B</td> <td>Old Republic Insurance Co. of Canada</td> <td></td> </tr> <tr> <td>INSURER C</td> <td>XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D</td> <td></td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Old Republic Insurance Company	24147	INSURER B	Old Republic Insurance Co. of Canada		INSURER C	XL Specialty Insurance Company	37885	INSURER D			INSURER E			INSURER F		
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INSURER F																						

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ITEM	TYPE OF INSURANCE	ASSIGNOR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	MWZY 315563 2D	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 5,000,000
B	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CZY 315563 2D (Canada)			DAMAGE TO RENTED PREMISES (Per occurrence) \$ 5,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIED PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. SECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 5,000,000
						GENERAL AGGREGATE \$ 15,000,000
						PRODUCTS - COMP/PROP AGG \$ 5,000,000
						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X	MWTB 315561 2D	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Per accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> ALL OR THE SEV. AUTO TYPES					\$
	<input type="checkbox"/> UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					\$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR PARTNER EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) * YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS below	N/A	MWC 315562 2D	06/01/2020	06/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$ 2,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
						E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	CA, DC, MA, NJ, NY, OH & PA Work Comp		(See Below)	06/01/2020	06/01/2021	\$2,000,000 E.L. Limit \$2,000,000 E.L. Limit <small>Workers Comp Policy</small>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 ViacomCBS Inc is Self-Insured for Workers Compensation in CA, DC, MA, NJ, NY, OH & PA (Policy Numbers: RWE9435517, RWE9435518, RWE9435519, RWE9435520)

The United States Department of Defense is named as additional insured to the extent required in the contractual agreement with the named insured.  
 RE: "LIBRA"

<b>CERTIFICATE HOLDER</b> The United States Department of Defense 1400 Defense Pentagon Washington, D. C. 20301-1400	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (b)(6)
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Attachment Two: Certificate of Insurance

**ACORD** **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY) 1/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (b)(6) CONTACT NAME (b)(6)  
 PHONE (b)(6)  
 FAX (b)(6)  
 E-MAIL (b)(6)  
 ADDRESS (b)(6)

INSURER(S) AFFORDING COVERAGE NAIC#  
 INSURER A: Old Republic Insurance Company 24147  
 INSURER B: Old Republic Insurance Co. of Canada  
 INSURER C: XL Specialty Insurance Company 37885  
 INSURER D:  
 INSURER E:  
 INSURER F:

INSURED (b)(6)

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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LINE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	MWZY 315563 20	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 5,000,000
B	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CZY 315563 20 (Canada)			DAMAGE TO RENTED PREMISES (Per occurrence) \$ 5,000,000
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 5,000,000
						GENERAL AGGREGATE \$ 15,000,000
						PRODUCTS-COMP/OP AGG \$ 5,000,000
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
		<input type="checkbox"/> POLICY	<input type="checkbox"/> PROJ. SJECT	<input type="checkbox"/> LOC		
		OTHER:				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X	MWTB 315561 20	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Per accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTO ONLY					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTO ONLY					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> AUTO ONLY					\$
						\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
						\$
	DED. RETENTIONS					
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY		MWC 315562 20	06/01/2020	06/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$ 2,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in IL)	Y/N				E.L. EACH ACCIDENT \$ 2,000,000
	IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS below:	N/A				E.L. DEATH - EA EMPLOYEE \$ 2,000,000
						E.L. DEATH - POLICY LIMIT \$ 2,000,000
C	CA, DC, MA, NJ, NY, OH & PA Work Comp		(See Below)	06/01/2020	06/01/2021	\$2,000,000 E.L. Limit \$2,000,000 E.L. Limit (Member's Group Excess)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 ViacomCBS Inc. is Self-insured for Workers Compensation in CA, DC, MA, NJ, NY, OH & PA (Policy Numbers: RWE9435517, RWE9435518, RWE9435519, RWE9435520)

The United States Department of Defense is named as additional insured to the extent required in the contractual agreement with the named insured.  
 RE: "LIBRA"

CERTIFICATE HOLDER: The United States Department of Defense  
 1400 Defense Pentagon  
 Washington, D.C. 20301-1400

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AGENT: (b)(6)

ACORD 25 (2016/03)


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DoD (b)(6)

Production Compar (b)(6)

Attachment 3: Cost Estimate



U.S. Air Force Entertainment Liaison Office - 310.235.7511 - afelohollywood@gmail.com  
**\*\*ESTIMATE\*\* PROJECT OFFICER EXPENSES \*\*ESTIMATE\*\***  
RE: DoD PROJECT OFFICER AND AIRCRAFT SUPPORT TO: LIBRA

(b)(6)

Date: January 13, 2021

To (b)(6)

RE: Project Officer Expenses

*PER Production Assistance Agreement, Paragraph 7*

"7. 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 or his or her designee, 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, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099."

All personnel and aircraft rates quoted are GSA standard for FY2021.

(b)(4)

Do (b)(6)

Production Company (b)(6)