



**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

Mr. David E. Evans
Director, Entertainment Media
1400 Defense, Pentagon
Washington, DC 20301-1400

FOR PARAMOUNT PICTURES CORP.

(b)(6)

Signature and Date

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

DoD (b)(6)

Production Company (b)(6)

**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, (b)(6) (b)(6) and (b)(6)
 - 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 (b)(6) 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, (b)(6)

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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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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 indemnify 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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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

Mr. David E. Evans
Director, Entertainment Media
Defense, Pentagon
Washington, DC 20301-1400

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Signature and Date

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

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**U.S. DEPARTMENT OF DEFENSE
NON-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 non-scripted or documentary project currently entitled **ISLAND PLAZA (a.k.a. TOP GUN: MAVERICK)**

The Department of the U.S. Navy:

- **With approval from Naval Weapons Station Seal Beach and Defense Logistics Agency Energy, escorted access to film on and around U.S. Navy Pier from September 17 -21, 2018.**
- **Pier is located at:** <https://www.google.com/maps/@33.7444771,-118.234391,1197m/data=!3m1!1e3?hl=en> (labeled as Long Beach Fuel pier)
 - o **2700 Nimitz Road, Long Beach, CA 90602** (nearest pier address approximately two piers over)
- **Filming schedule outlined in Attachment 1.**

The production company will abide by the following terms:

- **If generator is placed on pier, fuel containment will be in place in case of spill. Production will not refuel the generator on the pier.**
- **Boats and barge will tie onto pier - no anchoring in surrounding sea floor will occur.**
- **Ramps will be attached by clamps or tie-ons.**
- **Boats will be refueled at an off-site location.**
- **The pier will be locked nightly and production company will be responsible for location security from prep through the completion of strike out.**
- **Working boats are approved to be docked overnight.**

1. The DoD will make reasonable efforts to provide the additional assistance requested in the addendum to the original request for DoD non-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 **three [3] pages** including **one [1] attachment**. 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

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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

(b)(6)

Signature and Date

Mr. Dave Evans
Director, Entertainment
1400 Defense, Pentagon
Washington, DC 20301-1400

FOR PARAMOUNT PICTURES CORP.

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

DoD

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Production Company

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**PRODUCTION COMPANY'S PREP / FILMING SCHEDULE
(ATTACHMENT 1)**

Monday, 17 SEP (0700-1900)

**Note: Start security 0700 - 24:7 at base camp and pier till end of strike*

- Remove K-rails from entrance to pier
- Begin equipment load at base camp
- Rig silks to pier for lighting
- Stage crane
- Move barge into position
- Power wash working area

Tuesday, 18 SEP (0700 – 1900)

- Finish loading equipment
- Rig sailboat and barge configuration
- 2nd half of day - Possibly rehearse dialogue scene on boat or go sail

Wednesday, 19 SEP (0500 – 2000)

- Out to sea filming

Thursday, 20 Sep (0500 – 2000)

- First part of day - Stunt at pier
- 2nd half of day - Out at sea filming

Friday, 21 SEP (0700 – 1900)

- Wrap

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**U.S. DEPARTMENT OF DEFENSE
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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 (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. 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 PRODUCTION:

- **Escorted access** onboard USS Lincoln (CVN 72) **18-30 Aug 2018** in support of filming.
- **Filming b-roll** to include: F-35, F-18 Carrier Qualifications, daily flight operations, daily shipboard life, and static shots of aircraft on deck.
- **No interviews** will be conducted in support of filming.
- **F-35 Joint Program Office will have on-sight program manager to conduct security review** of all F-35 footage onboard. Any footage deemed classified or sensitive will be deleted or turned over to the U.S. Navy prior to debarking the ship.
- **Crew messing and berthing for 15 production personnel**, all expenses paid by production (see attachment 1 for costs).
- **Media T.V. studio to support stowage** of production gear and personnel.
- **Multiple shipboard briefings** to include: safety, ship familiarization, daily battle rhythm and all shipboard emergency notifications e.g. General Quarters, Security, etc...
- **18 Aug** - production equipment on-load
- **19 Aug** - production personnel walk-onboard
- **25 Aug** - production personnel(13) debark ship
- **30 Aug** - production off-loads equipment.

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.

DoD

(b)(6)

Production Company

(b)(6)

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 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.

It is understood between DoD and the production company that:

1. The DoD project officer, **Mr. Russell Coons**, is the official DoD representative responsible for ensuring that the terms of this Agreement are met. The DoD project officer or his or her designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of **TOP GUN: MAVERICK**. 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 **March 23, 2018 "DRAFT"** version of the script. The production company must obtain, in advance, DoD concurrence for any subsequent 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.
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.
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.

DoD

(b)(6)

Production Company

(b)(6)

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, 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.
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 **TOP GUN: MAVERICK**. The estimated amount will be detailed and included in an attachment (e.g., "see Attachment 2." etc.). Unless otherwise agreed upon, the production company agrees to post advance payment in the amount estimated or those agreed upon by the production 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 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, 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.

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.

DoD

(b)(6)

Production Company

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- 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 **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 10-13).
10. No photography or sound recordings made with DoD assistance and no DoD logos, insignia, 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, but not limited to, television, web content, and home video) or from using clips in promotional material relative thereto
11. 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, 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. 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. 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. If the Production Company wishes to use any DoD Indicators on or in connection with marketing and promotion of the production, product tie-ins, merchandise, souvenirs, or the like, it first must apply for and be granted an appropriate license from the DoD and/or relevant DoD component. Any application by the Production Company seeking a license to use a DoD Indicator will be reviewed by the DoD or appropriate DoD component according to its standard licensing policies, and decisions regarding whether to grant a license and, if so, under what terms, will be made by the DoD or relevant DoD component in accordance with existing licensing policies. The mere fact that the title of the production is 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, nor does the mere fact that the title of the production is composed in whole or in part of a DoD Indicator excuse the Production Company from this paragraph's prohibitions against using DoD Indicators outside the footage of the production, such as in connection with marketing and promotion of the production, product tie-ins, merchandise, souvenirs, or the like, without first applying for and being granted an appropriate trademark license from the DoD and/or the relevant DoD component.

DoD

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Production Company

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12. 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 **TOP GUN: MAVERICK**, to include pre-production, post-production, and DoD-provided orientation 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 indemnify 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 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 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 (b)(6)

Production Company (b)(6)

DoD use any production company-generated materials or any other materials related to the 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.

13. 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.
14. The production company agrees to screen military-themed photography for the DoD Project Officer, and to provide the DoD Project Officer 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 scripted sequences agreed upon by DoD: 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 project officer and the DoD Director of Entertainment Media, or their designees, to the location where the screening is held.
15. 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.
16. 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.

DoD (b)(6)

Production Company (b)(6)

17. 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 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.
18. 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.
19. 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.
20. Following the screening review described in paragraph 13 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.

DoD (b)(6)

Production Company (b)(6)

21. 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 production or the advertising or publicity in 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.
22. 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 at all 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.
23. 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.
24. 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.
25. Nothing in this Agreement should be construed to alter or limit any obligation of DoD pursuant to applicable law.
26. 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.
27. This Agreement consists of 9 [nine] pages including 1 (one) attachment. Each page will be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Dave E. Evans
Director, Entertainment Media
Defense, Pentagon
Washington, DC 20301-1400

FOR
PARAMOUNT PICTURES CORPORATION

(b)(6)

Ralph Bertelle
Executive Vice President of Physical Production
5555 Melrose Ave
Los Angeles, Ca 90038

DoD

(b)(6)

Production Company

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Shipboard Meal Expenses (Attachment 1)

(b)(4)

(b)(4)

Meals per day total: (b)(4) per person

(b)(4) production persons x (b)(4) days

(b)(4) production persons x (b)(4) days

Estimated total: (b)(4)

Estimated total: (b)(4)

Estimated total for all days: (b)(4)

DoD. (b)(6)

Production Company (b)(6)



**U.S. DEPARTMENT OF DEFENSE
SCRIPTED PRODUCTION ASSISTANCE AGREEMENT
ADDENDUM to DoD-0003-2018**

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 feature film currently entitled **ISLAND PLAZA (a.k.a. TOP GUN: MAVERICK)**

The Department of the U.S. Navy:

- Escorted access to Naval Base Coronado in support of the production company's preparation, filming and wrap from 03 OCT through - 16 NOV 18.
- Establish basecamp on the flight line next to hangar 526 and permission to use hangar 526 for production support.
- Permission to build set known as the "Hard Deck Bar" on Breakers Beach for the purpose of filming only and set to be removed upon completion of filming.
- Renovate VRC-30 Ready Room to include painting and replacing carpet/floor tile.
- Approved schedule of events for multiple filming locations onboard Naval Base Coronado. See attachment one [1].
- Upon approval of Naval Base Coronado, Commanding Officer (CO) land and operate the Production's Company hired aircraft in support of filming. See attachment two [2] for list of aircraft.
- Pending approval from Commander, Naval Air Forces and Naval Base Coronado CO, loan production four to twelve F-18 jets, total number of jets will be dependent on availability of aircraft, as static aircraft in support of filming.

1. The DoD will make reasonable efforts to provide the additional assistance requested in the addendum to the original request for DoD feature film 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 **four [4] pages** including **two [2] attachments**. Each page shall be initiated 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.

DoD

(b)(6)

Production Company

(b)(6)

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

(b)(6)
S

Mr. Dave Evans
Director, Entertainment
1400 Defense, Pentagon
Washington, DC 20301-1400

FOR PARAMOUNT PICTURES CORP.

(b)(6)
Signature and Date

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

DoD

(b)(6)

Production Compar

(b)(6)

SCHEDULE OF EVENTS (ATTACHMENT 1)

03 OCT, WEDNESDAY

**Basecamp will be located on flight line next to Hangar 526.*

- **TBD** – Production arrives and establishes basecamp at Hangar 526.
- **0900 (Tentative)** – Request mtg w/NASNI Base OPS, Air OPS & Production (AD, Stunts, Motorcycle, Locations)
- **0930-1200** Director & Production Scout: VRC-30 hangar (Ready Room, Hallway, Tarmac), Hard Deck Bar (Breakers Beach), CNAF HQ, Small boat pier, Stockdale Gate

04 OCT – 02 NOV Principal filming commences

- **04 Oct** - VRC-30 hangar, Flight line and runway
- **05 Oct** - VRC-30 hangar, Pilots climbing into jets, CNAF HQ
- **08 Oct** - Front Gate and VRC-30 hangar
- **09 Oct** - VRC-30 hangar interior
- **10 Oct** - Tarmac and VRC-30 hangar
- **11-12 Oct** - Small Boat Pier
- **15-16 Oct** - Hard Deck Bar Set on Breaker's Beach
- **17 Oct** - Tarmac, VRC-30 hangar interior & Ready room
- **18-19 Oct** - Tarmac / VRC-30 hangar interior
- **22-26, 29, 30 Oct** - Hard Deck Bar set (Breakers Beach)
- **31 Oct** - VRC-30 Ready Room
- **01 Nov** - VRC-30 hangar, Tarmac, HSC-4 Hangar

**PRODUCTION HIRED AIRCRAFT
(ATTACHMENT 2)**

- | | |
|-----------------------|--------------|
| 1. North American P51 | Tail# N51EW |
| 2. Airbus AS350 | Tail# N877XL |
| 3. Aero Vodochody L39 | Tail# N739MN |
| 4. Aero Vodochody L39 | Tail# N839PJ |

DoD (b)(6)

Production Comp (b)(6)



U.S. DEPARTMENT OF DEFENSE
SCRIPTED PRODUCTION ASSISTANCE AGREEMENT
ADDENDUM to DoD-0004-2018

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 feature film currently entitled ISLAND PLAZA (a.k.a. TOP GUN: MAVERICK)

The Department of the U.S. Navy:

- Escorted access to Naval Air Station Lemoore, CA in support of the production company's documentary team, (b)(6) to film on 11 Oct 2018.
- The Production Company's documentary team will film a plane captain launch an F-35 aircraft to include hand signals used to communicate with the pilot and interview with plane captain to describe his role.
- All footage is in support of research for cast and is not for public release.
- Navy POC/Escort: (b)(6) Commander Joint Strike Fighter Wing, Public Affairs Officer, (b)(6)

1. The DoD will make reasonable efforts to provide the additional assistance requested in the addendum to the original request for DoD feature film 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 two [2] pages. 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).

DoD (b)(6)

Production Company (b)(6)

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Signature and Date

Mr. Dave Evans
Director, Entertainment
1400 Defense. Pentagon
Washington. DC 20301-1400

FOR PARAMOUNT PICTURES CORP.

(b)(6)

Signature and Date

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

DoD (b)(6)

Production Company (b)(6)



U.S. DEPARTMENT OF DEFENSE
SCRIPTED PRODUCTION ASSISTANCE AGREEMENT
ADDENDUM to DoD-0005-2018

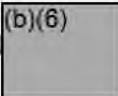
The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **PARAMOUNT PICTURES CORPORATION** hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this addendum to be rendered in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

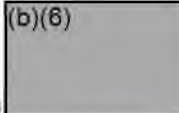
The Department of the U.S. Navy:

- Escorted access to Naval Air Weapons Station China Lake and Naval Air Warfare Center Weapons Division China Lake in support of the production company's preparation from 29 OCT through - 05 NOV 18.
- Approved tentative production preparation schedule of events. See attachment one (1).
- Permission to build Gate Guard Shack and fence (production set pieces) for purpose of filming only. This set will be removed upon completion of filming, NLT 17 Nov 18.

1. The DoD will make reasonable efforts to provide the additional assistance requested in the addendum to the original request for DoD feature film 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 three (3) pages including one (1) attachment. 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)**.

Do:  (b)(6)

Production Company:  (b)(6)

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Mr. Dave Evans
Director Entertainment
1400 Defense Pentagon
Washington, DC 20301-1400

FOR PARAMOUNT PICTURES CORP.

(b)(6)

Mr. Ralph Bertels
Executive VP of Physical Productions
5555 Melrose Ave
Los Angeles, Ca 90038

DoD

(b)(6)

Production Company

(b)(6)

SCHEDULE OF EVENTS (ATTACHMENT 1)

29 OCT, MONDAY

- TBD (Early morning) Lockheed arrives w/ main body of Darkstar aircraft and stores at Hangar 5
- 0700-1800 Rigging gear arrives hangar 5

30 OCT, TUESDAY

- All Day - Rigging hangar 5 (int. ext hangar 5)
- TBC Arrival of large crane, Darkstar workbody w/ main body fill box

31 OCT, WEDNESDAY

- TBD - Darkstar wings and tail arrive hangar 5
- All day - Rigging continues (int. ext hangar 5)
- 0700 - 1800
 - Guard gate shack construction begins (south end of runway 13, 17)
 - Road improvements on road leading up to the guard shack

01 NOV, THURSDAY

- 0700-1800
 - Install fence around Guard gate (south end of runway 13, 17)

02 NOV, FRIDAY

- 0700 - 1800
 - Continue road improvement (south end of runway 13, 17)
 - Construction covers red line w/ vinyl (hangar 5)

05 NOV, MONDAY

- All day rigging continues (int/ext hangar 5)

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Production Company (b)(6)



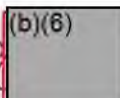
**U.S. DEPARTMENT OF DEFENSE
SCRIPTED PRODUCTION ASSISTANCE AGREEMENT
ADDENDUM to DoD-0006-2018**

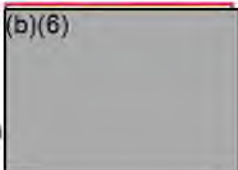
The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with **PARAMOUNT PICTURES CORPORATION** hereinafter referred to as the "production company," subject to the provisions herein, for the assistance itemized in this addendum to be rendered in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

The Department of the U.S. Navy:

- **Escorted access to Naval Air Weapons Station China Lake and Naval Air Warfare Center Weapons Division China Lake in support of the production company's filming and wrap from 06-17 NOV 18.**
- **Approved tentative production filming schedule. See attachment one (1).**
- **Upon approval of Naval Air Weapons Station China Lake, Commanding Officer (CO) land and operate the Production's Company hired aircraft: North American P51 Tail# N51EW.**
- **Removal of gate guard shack and fence (production built set pieces) upon completion of filming, NLT 17 Nov 18.**
- **Authorize use of Kineto Tracking Mount and operator as static displays in film. See attachment two (2) for estimated costs to production.**
- **Authorize use of China Lake Rescue Helicopter and crew for filming.**

1. The DoD will make reasonable efforts to provide the additional assistance requested in the addendum to the original request for DoD feature film 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 **six [5] pages** including **two [2] attachments**. 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.

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Production Company  (b)(6)

These ownership rights pertain only to the exhibition, promotion, and marketing of **ISLAND PLAZA (a.k.a. TOPGUN: MAVERICK)**.

FOR THE DEPARTMENT OF DEFENSE

FOR PARAMOUNT PICTURES CORP.

(b)(6)

(b)(6)

Signature and Date

Mr. Dave Evans
Director, Entertainment
1400 Defense Pentagon
Washington, DC 20301-1400

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

DoD

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Production Compa

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SCHEDULE OF EVENTS (ATTACHMENT D)

06 NOV, TUESDAY

- TBD Caterer arrives
- **0600-1200** Basecamp and working trucks arrive
 - *Note: Catering to arrive south of lot 5 at 0600-0700*
 - Working trucks to set-up in lot south of hangar 5
- **1200** Darkstar work (Outside of hangar 5 and on taxiway)

07 NOV, WEDNESDAY

- TBD
 - Caterer arrives
 - First person in
 - General crew call
- TBD Principal filming begins
 - Int Ext Darkstar hangar
 - Need gate open to taxiway for shot of PM driving onto base toward hangar 5
- **Dusk** – TBD VFX plates of Darkstar outside of hangar 5 taxiway

08 NOV, THURSDAY

- TBD
 - Catering arrives
 - First person in
 - General Crew Call
- TBD Principal filming begins
 - Int hangar 5
 - Max delivered by rescue helo on trest of hangar 5
- **Late PM**
 - Guard gate filming
 - VFX plates of Darkstar taxiway/runway
 - Kineto Tracking Mount (location TBD)

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SCHEDULE OF EVENTS (cont.)

09 NOV, FRIDAY

- **TBD**
 - Catering arrives
 - First person in
 - General crew call
- **0700-1600**
 - Strike guard gate
 - Filming
 - Int Ext Darkstar hangar
 - Darkstar rolls onto taxiway **drone shots**
 - Darkstar on tarmac flightline **drone shots**
 - VFX plate shot of Darkstar disintegrating
- **Wrap** **Darkstar to remain outside under temp hangar**

10 NOV, SATURDAY

- **All day** - breakdown base camp
- **0700 - 1800** Strike guard gate

12-13 NOV, MONDAY / TUESDAY

- **0700 - 1800** Strike continues

12-17 NOV, MONDAY THRU SATURDAY

- **0700 - 1800** Darkstar disassembled and transported off base

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KINETO TRACKING MOUNT ESTIMATED COSTS
(ATTACHMENT 2)

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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 feature film currently entitled ISLAND PLAZA (a.k.a. TOP GUN: MAVERICK)

The Department of the U.S. Navy:

- Escorted access to Naval Air Station Fallon in support of the production company's filming and wrap from 28 JAN-14 FEB 19.
 - Approved access for the production company's support vehicles listed in Attachment One (1).
 - Approved tentative production filming schedule included in Attachment Two (2).
 - Approved use of drone camera for non-air-to-air filming.
 - Approved filming of Naval Aviators and/or Naval Flight Officers in interior of E-2C on the ground and not in flight.
 - Approved filming of actors in-aircraft using NAVAIR approved internal camera mounts.
 - Approved aerial and ground-to-air filming of F-18 aircraft in flight.
 - Upon approval of Naval Air Station Fallon, Commanding Officer (CO), land and operate the production company's hired aircraft LAW Navy Region South West civilian aircraft landing permit. See Attachment Three (3).
 - Approved to stay in lodging on base at standard rates.
 - Approved to establish basecamp on the flight line next to hangar 1 and permission to use hangar 1 for production support.
 - Approved to use commercial high-speed internet telecommunication service connection at Barracks 4 at cost to production.
1. The DoD will make reasonable efforts to provide the additional assistance requested in the addendum to the original request for DoD feature film 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 six [6] pages including three [3] attachments. 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

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Production Company

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

FOR PARAMOUNT PICTURES CORP

(b)(6)

Signature and Title

Mr. Dave Evans
Director, Entertainment
1400 Defense, Pentagon
Washington, DC 20301-1400

(b)(6)

Signature and Title

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

DoD

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Production Company

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PRODUCTION COMPANY'S LIST OF VEHICLES
(ATTACHMENT 1)

Trucks and trailers - Fallon

- (1) 10-ton straight truck (camera)
- (3) 16' cube truck (camera, catering, props)
- (1) catering truck
- (4) 48' box trailer (grip, spfx, hair/mu, props)
- (1) 53' box trailer (Costumes)
- (1) Hauler trailer
- (3) 30' Pull trailer (transpo, sound/video, ADs)
- (1) Small truck (Craft Service)
- (1) 35' trailer (Editorial)
- (1) 45' bus
- (2) 53' trailers (gyms)
- (1) 28' RV
- (4) 32' trailers
- (2) 42' trailers

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SCHEDULE OF EVENTS (ATTACHMENT 2)

Designated basecamp is located on flight line on north side of Hangar 1.

Monday, January 28

1230 to 1330 Crew and Grip, Camera and Special Effects rigging trucks arrive NAS Fallon and park inside Hangar 1
1330 - 1800 Crew preps F18 inside Hangar 1.
Crew preps office spaces adjacent to Hangar 1

Tuesday, January 29 - Friday, February 1

0700 - 1800 Crew preps F18 inside Hangar 1

Friday, February 1

1300 The remainder of the trucks and trailers arrive and park at Hangar 1
TBD Shakeout for #1.

Monday, February 4

0600 to 1800 Filming Interior jet work sorties launch at approximately 0830 and 1430 each day with PR Maintenance Shops, briefs and de-briefs scheduled accordingly.

Tuesday, February 5

0600 to 1800 Filming Interior jet work sorties launch at approximately 0830 and 1430 each day with PR Maintenance Shops, briefs and de-briefs scheduled accordingly.
0845 - 1030 Scout Fairview Peak, B17 and low-level pass ground camera positions via private helicopter launched from NAS Fallon as weather conditions and range times allow.

Wednesday, February 6

0600 to 1800 Filming Interior jet work, sorties launch at approximately 0830 and 1430 each day with PR Maintenance Shops, briefs and de-briefs scheduled accordingly
0845 - 1030 Scout Fairview, Toyabe Route ground camera positions via private helicopter launched from NAS Fallon as weather conditions and range times allow.

Thursday, February 7

0600 to 1800 Filming Interior jet work, sorties launch at approximately 0830 and 1430 each day with PR Maintenance Shops, briefs and de-briefs scheduled accordingly
TBD Film from ground camera positions on Fairview Peak and on Toyabe Route as weather conditions and BLM Forest Service permit.

Friday, February 8

0600 to 1800 Filming Interior jet work, sorties launch at approximately 0830 and 1430 each day with PR Maintenance Shops, briefs and de-briefs scheduled accordingly.
TBD Filming of practice Low-level pass
Film from camera positions on Fairview Peak and on Toyabe Route as weather conditions and BLM Forest Service permit.

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Saturday, February 9

0600 to 1800 Filming Interior jet work, sorties launch at approximately 0830 and 1430 each day with PR Maintenance Shops, briefs and de-briefs scheduled accordingly.

Monday, February 11

0600 to 1800 Filming Interior jet work, sorties launch at approximately 0830 and 1430 each day with PR Maintenance Shops, briefs and de-briefs scheduled accordingly.

Filming of low-level pass

Filming in B17 - Jets flying overhead, background plates for pop-up bomb impact in target area TBD

Tuesday, February 12

0500 to 1800 Break down base camp and Hangar 1 facilities.

Trucks, trailers, support equipment depart.

L39, L38 support trucks arrive NAS Leesville and park in Hangar 1.

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PRODUCTION COMPANY'S HIRED AIRCRAFT
(ATTACHMENT 3)

Aircrafts authorized to use airfield at NAS Fallon with approved civilian aircraft landing permit (CALP):

Aero VodeChody L39 (x2)
Airbus AS350
Agusta A109
Airbus EC130
Gulfstream G4 (x2)
Sikorsky S76
North American P-51
Lear Jet LJ-45 (x2)

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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 feature film currently entitled ISLAND PLAZA (a.k.a. TOPGUN: MAVERICK)

The Department of the U.S. Navy:

- Escorted access onboard USS Theodore Roosevelt (CVN 71) in support of the production company's filming FEB 2019.
 - Crew messing and berthing for approximately 80 production personnel, all expenses paid by production. See meal costs on attachment 1.
 - Approved tentative production filming schedule. See attachment 2.
 - Approved filming of b-roll to include: F-18 carrier qualifications, flight quarters, flight operations, flight deck barricade drill, daily shipboard life, and aircraft on flight deck.
 - Approved filming of scripted sequences on flight deck with static aircraft, Primary Flight Control, Flag Bridge and Vulture's Row.
 - Approved filming of Naval Aviators and/or Naval Flight Officers in interior of E-2C on flight deck not involved in flight operations.
 - Approved for the main actor to fly in the backseat of F/A-18F with NAVAIR approved mounted cameras for multiple launches and recoveries during flight operations.
 - Approved coordinated areal filming of flight operations including aircraft launch and recovery with production camera aircraft. See attachment 3.
 - Media department and T.V. studio and other designated spaces (i.e. ships classroom and hangar bay) to support storage of production gear and equipment.
 - Multiple briefings to include: safety, ship familiarization, daily battle rhythm, and all shipboard emergency notifications e.g. general quarters, security alert, man overboard, etc.
1. The DoD will make reasonable efforts to provide the additional assistance requested in the addendum to the original request for DoD feature film 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 six [6] pages including three [3] attachments. 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 (b)(6)

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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. TOPGUN: MAVERICK)**.

FOR THE DEPARTMENT OF DEFENSE

(b)(6)

Mr. Dave Evans
Director, Entertainment
1400 Defense, Pentagon
Washington, DC 20301-1400

FOR PARAMOUNT PICTURES CORP.

(b)(6)

Signature and Date

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

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Production Company

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Embarkation Meal Costs
(ATTACHMENT 1)

To be paid for by Production Company per meal per person while aboard USS Theodore Roosevelt (CVN 71):

Breakfast: \$3.15

Lunch: \$5.60

Dinner: \$4.85

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SCHEDULE OF EVENTS (ATTACHMENT 2)

Production Company tentative schedule of events while aboard USS Theodore Roosevelt (CVN 71)

Sunday

- TBD: Equipment On load

Monday

- TBD: Embark
- 6pm: Director walkthrough of at-sea locations (to include locations while pier-side)
- 8pm (TBC): Brief Day 1 activity w/ Carrier Command

Tuesday – Filming Day 1

- 6am-7am: Cast & Crew meeting in Hangar Bay - Carrier Command address crew
- 7am-830am: Crew walkthrough of Carrier locations (at-sea locations)
- 830am-1030am: Director walkthrough of Carrier locations (to include locations while pier-side) w/ PM
- 1030am-12pm: Rehearsal of at-sea Carrier locations w/ cast
- 1030am-12pm: Crew preps flight deck
- 1pm-230pm: Final prep for barricade work
- 230pm-530pm: Shoot barricade going up
- TBD (if time permits): Crane shot over bow of bow wake
- 6pm-7pm: Debrief day 1 + brief day 2

Wednesday – Filming Day 2

- 5am-515am: Crew meeting in Hangar Bay
- 515am-645am: Prep elevator work
- 645am-10am: Shoot elevator w/ PM
- 12pm-2pm: Prep flight deck for documenting flight operations
- 230pm-530pm: Crew documents carrier qualifications from approved camera positions
- 230pm-530pm: Director preps w/ cast if needed below deck
- 6pm-7pm: Debrief day 2 + brief day 3

Thursday – Filming Day 3

- 430am-445am: Crew meeting in Hangar Bay
- 445am-630am: Set up flight deck & rehearsal
- 630am-1030am: Shoot PM & Rooster exchange on flight deck + pilots emerging onto flight deck / B-Unit shoots flight prep and ordnance loading
- 1030am-11am: strike gear off flight deck
- 1045am-12pm: Pilot brief for PM launch and recovery
- 230pm-530pm: Prep & Shoot PM launch and recovery (+ Mounts)
- 530pm-6pm: Pilot debrief
- 6pm-7pm: Debrief day 3 + brief day 4

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SCHEDULE OF EVENTS (ATTACHMENT 2, CONT)

Friday, – Filming Day 4

- 430am-445am: Crew meeting in Hangar Bay
- 445am-630am: Set up flight deck and rehearse
- 630am-1030am: Shoot PM and Horado exchange on flight deck + pilots emerging onto flight deck. B-Unit shoots flight preparation and ordnance loading.
- 1030am-11am: strike gear off flight deck
- 1045am-12pm: Pilot brief for PM launch and recovery
- 130pm-530pm: Prep & Shoot PM launch and recovery (+ Mounts)
- 530pm-6pm: Pilot debrief
- 6pm-7pm: Debrief day 4 + brief day 5

Saturday – Filming Day 5

- 430am-445am: Crew meeting in Hangar Bay
- 445am-630am: Set up catapult position on flight deck
- 630am-1030am: Film catapult position on flight deck (PM, Rooster, Phoenix, Bob)
- 1030am-11am: strike gear off flight deck
- 130pm-530pm: F-18s launching w/ cast helmets, *IF TIME RESOURCES PERMIT*: Film E-2C Hawkeye interior
- 6pm-7pm: Debrief day 5 + brief day 7

Sunday – Filming Day 6

- Company idle – *CARRIER WORK TO CONTINUE IF NOT COMPLETE*
- *TBD TIME*: Pilot/ Command brief for day 7

Monday – Filming Day 7

- 6am-615am: Crew and carrier BC meeting in Hangar Bay
- 615am-730am: Prep flight deck for aerial and ground work
- 730am-1030am: *AERIAL WORK*: Low pass over flight deck with Phenom camera aircraft / flight deck crew rushing (simulated F-14 crash / wide establishing shot) / *GROUND WORK*: Plates for F-14 crash
- 1030am-230pm: Phenom off-station to refuel
- 230pm-6pm: *AERIAL WORK JET-TO-JET*: F-18 approach and fly-by / F-18 launch/ trailing wake of Carrier at twilight

Tuesday,

- *TBD*: Disembark/Off load

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Production Company filming aircraft
(ATTACHMENT 3)

1 x 2011 Embraer Phenom 300 N562TM

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**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 feature film currently entitled **ISLAND PLAZA (a.k.a. TOP GUN: MAVERICK)**

The Department of the U.S. Navy:

- **Island Plaza purple badge access (provided by Base Operations and Security) to Naval Air Station Lemoore in support of the production company's filming and wrap from 25 FEB-15 MAR 19.**
 - **Approved access for the production company's support vehicles listed in attachment one (1).**
 - **Approved tentative schedule of events for filming at multiple locations onboard Naval Air Station Lemoore. See attachment two (2).**
 - **Upon approval of Naval Air Station Lemoore, Commanding Officer (CO) land and operate the Production's Company hired aircraft IAW Navy Region South West civilian aircraft landing permit. See attachment three (3).**
 - **Approved use passenger waiting area of the Air Terminal building and designated area on the flight line in front of the Air Terminal Building for production support vehicles. Approved to establish production layout at other designated areas on base. See attachment (4).**
 - **Approved use of assigned VFA-122 hangar stalls and permission to use areas outside of hangar for production support.**
 - **Approved filming of actors in-aircraft using NAVAIR approved internal camera mounts and external camera mounts.**
 - **Approved use of Unmanned Aerial Systems (UAS) for production filming purposes IAW Base, Wing, and Squadron CO approvals.**
 - **Approved filming of Joint Strike Fighter Aircraft and subsequent hangar at the discretion of Joint Strike Fighter Wing Commodore and Public Affairs Officer.**
 - **Approved filming of b-roll of F-18 aircraft on airfield from approved positions to include: taxiing, take offs, landings.**
 - **Authorize use of Naval Air Station Lemoore Rescue Helicopter and crew for filming.**
 - **Approved to use commercial high-speed internet telecommunication service connection at cost to production.**
1. The DoD will make reasonable efforts to provide the additional assistance requested in the addendum to the original request for DoD feature film 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

DoD (b)(6)

Production Company (b)(6)

the provisions contained herein.

3. This agreement consists of seven [7] pages including four [4] attachments. 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

FOR PARAMOUNT PICTURES CORP.

(b)(6)

Signature and Date

Mr. Dave Evans
Director, Entertainment
1400 Defense, Pentagon
Washington, DC 20301-1400

(b)(6)

Signature and Date

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

DoD

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Production Company

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PRODUCTION COMPANY'S LIST OF VEHICLES
(ATTACHMENT 1)

VEHICLES LIST (On-site during production period):

3 Axle tractor with plant / 53 wardrobe trailer
3 Axle tractor with 53 Hair and Makeup trailer
M2 Stake bed with 2 room Ad / Vfx trailer
Shorty 40 with Single room director trailer
Shorty 40 with Single room Producer trailer
F550 with Single room Cast trailer
Shorty 40 with 3 room cast trailer
Shorty 40 with Single cast trailer
Shorty 40 with Editing trailer
Dodge 5500 with 3 room cast trailer
Ford F550 with Transpo Trailer
3 axle tractor with 32' grip trailer
F350 with sound video trailer
Chevy 5500 Craft service truck
MB Sprinter van
45' Bus
3 axle tractor with single plant and 48' prop trailer
3 axle tractor and Gym trailer
Catering Truck
53' gym trailer #2
48' grip trailer
Single Cast Trailer – Green Room
10-Ton Camera Truck
(2) MB Sprinters
(4) 15- Pass Vans

DoD

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Production Company

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SCHEDULE OF EVENTS (ATTACHMENT 2)

25 FEB, Monday

0600 to 0900 Local sand and gravel company will improve SkyTrain Ave. with more rock laydown.
1000 to 1300 Shorties, mobile toilets, stakebed and location managers arrive and drop-off vehicles on SkyTrain Ave.

26 FEB, Tuesday

0900 to 2000 Crew and Grip, Camera and Special Effects rigging trucks arrive NAS Lemoore and park on SkyTrain Ave and Base Camp adjacent to Wing Operations. Crew preps F18(s) inside Hangar. Crew preps office spaces, briefing room, and terminal production office.

27 FEB, Wednesday

0800 to 2000 Cast and crew travel to NAS Lemoore, remainder of trucks, equipment and support arrive at base camp.
TBD MH-60S SAR Rescue Scene w/ JSF aircraft in background, staged in front of JSF Hangar.
TBD Jet Shakeout.

28 FEB, Thursday

0600 to 1800 Filming Interior & Exterior jet work; sorties launch at approximately 9000 and 1430 each day with PR/Maintenance Shops, briefs and de-briefs scheduled accordingly.
TBD Base CO, CSFWP Commodore, CJSFW Commodore, and VFA-122 CO meet with Island Plaza Leadership.
TBD Remaining crew walk-off carrier, travel to LA.

1 MAR, Friday

0600 to 1800 Filming Interior & Exterior jet work; sorties launch at approximately 9000 and 1430 each day with PR/Maintenance Shops, briefs and de-briefs scheduled accordingly. BFM Sorties, Lemoore and Hunter MOA Range time dependent.

4-8 & 11-14 MAR

0600 to 1800 Filming Interior & Exterior jet work; sorties launch at approximately 9000 and 1430 each day with PR/Maintenance Shops, briefs and de-briefs scheduled accordingly. BFM Sorties, Lemoore and Hunter MOA Range time dependent. These weeks include BFM, Dogfight, Low-Level, and End Battle.
*6 March - Mav/Hondo PU - Dark Star Look & Dark Star Elements
*7-8 March - Tarmac shots w/ Jets, cast in jets, B-Roll
*11 March - Mav PU Funeral
*12 March - Phoenix talks to Rooster

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15 MAR, Friday

0600 to 1800 Filming Interior & Exterior jet work; sorties launch at approximately 9000 and 1430 each day with PR/Maintenance Shops, briefs and de-briefs scheduled accordingly.

TBD Hangar American Flag scene w/ cast.

16 MAR, Saturday

0500 to 1800 Break down base camp, SkyTrain Ave., and Hangar set. Trucks, trailers, support equipment departs.

DoD

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Production Company

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**PRODUCTION COMPANY'S HIRED AIRCRAFT
(ATTACHMENT 3)**

Aircrafts authorized to use airfield at NAS Lemoore with approved civilian aircraft landing permit (CALP):

Aero VodoChody L39 (x2)
Airbus AS350
Agusta A109
Airbus EC130
Gulfstream G4 (x2)
Sikorsky S76
North American P-51
Lear Jet LJ-45 (x2)
AStars (x2)

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PRODUCTION COMPANY'S NAS LEMOORE LAYOUT (ATTACHMENT 4)



DoD (b)(6)

Production Company (b)(6)



**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 feature film currently entitled **ISLAND PLAZA (a.k.a. TOP GUN: MAVERICK)**

The Department of the U.S. Navy:

- Escorted access to Naval Air Station Whidbey Island in support of the production company's filming and wrap from 18-27 MAR 2019.
 - Approved base access for the production company's support vehicles listed in attachment one (1).
 - Approved tentative schedule of events for in-aircraft filming during flights launching from and returning to Naval Air Station Whidbey Island. See attachment two (2).
 - Upon approval of Naval Air Station Whidbey Island, Commanding Officer land and operate the Production's Company hired aircraft IAW Navy Region Northwest civilian aircraft landing permit. See attachment three (3).
 - Approval for production personnel to stay in lodging on base at standard rates.
 - Approved to establish production basecamp at designated area in Navy Gateway Inns and Suites north side parking lot.
 - Approved use of the base Officer Club, building 962, for catering, briefing, rehearsal, etc at rate approved by MWR Director.
 - Approved access to and use of designated area on the flight line for designated production support vehicles and designated production personnel.
 - Approved use of assigned ready room space within Hangar 5 for pre-flight preparation.
 - Approved filming of actors in-aircraft using NAVAIR approved internal camera mounts.
 - Approved to use commercial high-speed internet telecommunication service connection at cost to production.
1. The DoD will make reasonable efforts to provide the additional assistance requested in the addendum to the original request for DoD feature film 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 six [6] pages including three [3] attachments. Each page shall be initiated 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

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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

FOR PARAMOUNT PICTURES CORP.

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(b)(6)

Signature and Date

Mr. Dave Evans
Director, Entertainment
1400 Defense, Pentagon
Washington, DC 20301-1400

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

DoD (b)(6)

Production Company (b)(6)

PRODUCTION COMPANY'S LIST OF VEHICLES
(ATTACHMENT 1)

VEHICLES LIST – NAS Whidbey Island (On-site during production period):

- (1) 10-ton straight truck (camera)
- (3) 16' cube truck (camera, catering, props)
- (1) catering truck
- (4) 48' box trailer (grip, spfx, hair/mu, props)
- (1) 53' box trailer (Costumes)
- (1) Hauler trailer
- (3) 30' Pull trailer (transpo, sound/video, ADs)
- (1) Small truck (Craft Service)
- (1) 35' trailer (Editorial)
- (1) 45' bus
- (2) 53' trailers (gyms)
- (1) 28' RV
- (4) 32' trailers
- (2) 42' trailers

DoD

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Production Company

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SCHEDULE OF EVENTS (ATTACHMENT 2)

Production Set up, Filming and Strike schedule on board Naval Air Station Whidbey Island

18 MAR, Monday

0730-1900 Trucks and trailers arrive at basecamp
0800-1700 Set up O'Club

19 MAR, Tuesday

0730-1900 Trucks and trailers arrive at base camp/catering set up/arrival of main body
Tech trucks arrive/park designated area at bldg. 386

20 MAR, Wednesday

0730-1900 Tech crew rig jets
Cast rehearsals at O'Club and jets

21 MAR, Thursday

0300 Catering crews arrive at O'Club
0500 Crew begin arriving for breakfast
0600-0830 Tech crews prep jets at Bldg. 386
0645-0815 Brief for AM SORTIE at O'Club
0830-0900 PR/Pre-flight checks
0900-1100 AM SORTIE
1115-1245 PR/Debrief at O'Club
1245-1415 Brief for PM SORTIE at O'Club
1430-1500 PR/Pre-flight checks
1500-1630 PM SORTIE
1645-1815 PR/Debrief at O'Club

22 MAR, Friday

0300 Catering crews arrive at O'Club
0500 Crew begin arriving for breakfast
0600-0830 Tech crews prep jets at Bldg. 386
0645-0815 Brief for AM SORTIE at O'Club
0830-0900 PR/Pre-flight checks
0900-1100 AM SORTIE
1115-1245 PR/Debrief at O'Club
1245-1415 Brief for PM SORTIE at O'Club
1430-1500 PR/Pre-flight checks
1500-1630 PM SORTIE
1645-1815 PR/Debrief at O'Club

23-24 MAR, Saturday-Sunday

- No filming activity scheduled
- TBD film crew in base camp to prep/service equipment

DoD (b)(6)

Production Company (b)(6)

Production Set up, Filming and Strike schedule on board NASWI (Attachment 2 (cont'd))

25 MAR, Monday

0300 Catering crews arrive at O'Club
0500 Crew begin arriving for breakfast
0600-0830 Tech crews prep jets at Bldg. 386
0645-0815 Brief for AM SORTIE at O'Club
0830-0900 PR/Pre-flight checks
0900-1100 AM SORTIE
1115-1245 PR/Debrief at O'Club
1245-1415 Brief for PM SORTIE at O'Club
1430-1500 PR/Pre-flight checks
1500-1630 PM SORTIE
1645-1815 PR/Debrief at O'Club

26 MAR, Tuesday

0300 Catering crews arrive at O'Club
0500 Crew begin arriving for breakfast
0600-0830 Tech crews prep jets at Bldg. 386
0645-0815 Brief for AM SORTIE at O'Club
0830-0900 PR/Pre-flight checks
0900-1100 AM SORTIE
1115-1245 PR/Debrief at O'Club
1245-1415 Brief for PM SORTIE at O'Club
1430-1500 PR/Pre-flight checks
1500-1630 PM SORTIE
1645-1815 PR/Debrief at O'Club

27 MAR, Wednesday

0700-1000 Trucks and trailers depart Basecamp
0700-1500 Crews wrap cameras/rigging inside jets at Bldg. 386
0800-1000 Film crew wraps Ready Room inside O'Club
1000-1100 Cleanup of basecamp lot and O'Club
NLT 1500 All tech trucks depart flight line

DoD

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Production Company

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**PRODUCTION COMPANY'S HIRED AIRCRAFT
(ATTACHMENT 3)**

Aircrafts authorized to use airfield at NAS Whidbey Island with approved civilian aircraft landing permit (CALP):

Aero VodoChody L39 (x2)
Airbus AS350
Agusta A109
Airbus EC130
Gulfstream G4 (x2)
Sikorsky S76
North American P-51
Lear Jet LJ-45 (x2)

DoD

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Production Compa

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**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 feature film currently entitled **ISLAND PLAZA (a.k.a. TOP GUN: MAVERICK)**

The Department of the U.S. Navy:

- **Escorted access to Naval Base Coronado and USS Theodore Roosevelt (CVN 71) in support of the production company's preparation, filming and wrap from 2 April to 10 May 2019.**
- **Approval to establish basecamp on the flight line on the South side of building 526 and permission to use designated hangar space in building 526.**
- **Permission to build a set known as the "Hard Deck Bar" on Breakers Beach for the purpose of filming only and set to be removed upon completion of filming.**
- **Approved access for the production company's support vehicles listed in attachment one (1).**
- **Approved tentative production filming schedule at various locations on board Naval Base Coronado included in attachment (2).**
- **Approved to film inside Combat Directional Center on board USS Theodore Roosevelt (CVN 71) as identified in attachment two (2).**
- **Approved use of the Breaker's Beach facility, building NBC-764A, at rate approved by MWR Director.**
- **Upon approval of Naval Base Coronado, Commanding Officer (CO), land and operate the production company's hired aircraft IAW Navy Region South West civilian aircraft landing permit. See attachment three (3).**
- **Pending approval from Commander, Naval Air Forces and Naval Base Coronado CO, loan production four to twelve F-18 jets (total number of jets will be dependent on availability of aircraft) as static aircraft in support of filming.**

1. The DoD will make reasonable efforts to provide the additional assistance requested in the addendum to the original request for DoD feature film 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 **five (5) pages** including **three (3) attachments**. 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

DoD (b)(6)

Production Company (b)(6)

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

(b)(6)

Signature and Date

Mr. Dave Evans
Director, Entertainment
1400 Defense, Pentagon
Washington, DC 20301-1400

FOR PARAMOUNT PICTURES CORP.

(b)(6)

Signature and Date

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

DoD

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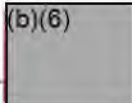
Production Company _____

PRODUCTION COMPANY'S LIST OF VEHICLES
(ATTACHMENT 1)

Trucks and trailers – Naval Base Coronado

- (1) 10-ton straight truck (camera)
- (3) 16' cube truck (camera, catering, props)
- (1) catering truck
- (4) 48' box trailer (grip, sfx, hair/mu, props)
- (1) 53' box trailer (Costumes)
- (1) Hauler trailer
- (3) 30' Pull trailer (transpo, sound/video, ADs)
- (1) Small truck (Craft Service)
- (1) 35' trailer (Editorial)
- (1) 45' bus
- (2) 53' trailers (gyms)
- (1) 28' RV
- (4) 32' trailers
- (2) 42' trailers

DoD



Production Company _____



SCHEDULE OF EVENTS

(ATTACHMENT 2)

Island Plaza tentative preparation, filming, strike and restore schedule. Designated basecamp is located on South side of Bldg 526 on flight line side.

Tuesday, 2-10 April

- Production construction material and equipment arrive in designated area of Breakers Beach Parking lot
- Construction begins set build on Breakers Beach

Wednesday, 10-15 April

- Production staging area and materials prep begin prepping VRC-30 hangar
- Construction set build continues at Breaker's Beach

Monday, 15-18 April

- Construction set build continues on Breaker's Beach
- Production set dressing begins prepping hangar
- Production trucks/trailers arrive and set up base camp at designated area at of Bldg 526

Friday, 19-21 April

- **Production Company off for holiday

Monday, 22 April

- 0600 Main body production company arrives NBC
- TBD Filming on Breaker's Beach
- TBD Complete prep of VRC-30 hangar

Tuesday, 23 April

- 0600 Filming at VRC-30 hangar
- TBD Load and Prep CVN 71 spaces for filming
- TBD Filming on CVN 71

Wednesday, 24 April

- 0600 Filming at VRC-30 hangar
- TBD Filming on CVN 71

Thursday, 25 April

- TBD Filming on CVN 71
- Begin strike VRC-30
- Begin strike Breakers Beach

Friday, 26 April

- TBD Filming on CVN 71 - Strike/Restore CVN after wrap
- Production trucks/trailers depart base camp
- Strike and restore VRC-30 continues
- Strike and restore Breakers Beach continues

Monday, 29 April - 10 May

- Strike and restore Breakers Beach continues
- Strike and restore VRC-30 continues

DoD

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Production Compa

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PRODUCTION COMPANY'S HIRED AIRCRAFT
(ATTACHMENT 3)

Aircrafts authorized to use airfield at Naval Base Coronado with approved civilian aircraft landing permit (CALP):

Aero Vodochody L39 (x2)
Airbus AS350
Agusta A109
Airbus EC130
Gulfstream G4 (x2)
Sikorsky S76
North American P-51
Lear Jet LJ-45 (x2)

DoD

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Production Company

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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 feature film currently entitled ISLAND PLAZA (a.k.a. TOP GUN: MAVERICK)

The Department of the U.S. Navy:

- Escorted access to Naval Air Station Fallon in support of the production company's filming and wrap from 13 -17 MAY 2019.
 - Approved access for the production company's support vehicles listed in Attachment One (1).
 - Approved tentative production filming schedule included in Attachment Two (2).
 - Approved filming using NAVAIR approved internal and external camera mounts.
 - Approved air-to-air and ground-to-air filming from approved designated positions of F-18 aircraft in flight.
 - Approved filming of F-18 aircraft operating on airfield, take-offs and landings.
 - Upon approval of Naval Air Station Fallon, Commanding Officer (CO), land and operate the production company's hired aircraft IAW Navy Region South West civilian aircraft landing permit. See Attachment Three (3).
 - Approved to establish light support basecamp in designated area on base.
1. The DoD will make reasonable efforts to provide the additional assistance requested in the addendum to the original request for DoD feature film 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 five (5) pages including three (3) attachments. 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.

DoD

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Production Company

(b)(6)

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

(b)(6)

Mr. Dave Evans
Director, Entertainment
1400 Defense Pentagon
Washington, DC 20301-1400

FOR PARAMOUNT PICTURES CORP.

(b)(6)

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

DoD (b)(6)

Production Company (b)(6)

PRODUCTION COMPANY'S LIST OF VEHICLES
(ATTACHMENT 1)

Trucks and trailers on NAS Fallon base and/or ranges:

- (2x) 16' truck (camera, grip)
- (1x) 10 ton truck (camera)
- (1x) 53' truck (aerial support)
- (4x) 15-pax vans
- (1x) 50' small pop-out trailer (catering)
- (4x) ATV's

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SCHEDULE OF EVENTS (ATTACHMENT 2)

Saturday, May 11-12

TBD NAVAIR team arrives to begin rigging mounts on jets (11-13 May)

Monday, May 13

TBD Production team arrives
Crew preps F-18

Tuesday, May 14

0800-1600 Crew and Grip and Camera rigging trucks arrive NAS Fallon
TBD Safety brief, scouts of B20 and low-level pass ground camera positions via private helicopter launched from NAS Fallon as weather conditions and range times allow.

Wednesday, May 15

TBD Air-to-air filming
TBD Ground-to-air filming

Thursday, May 16

TBD Air-to-air filming
Filming of F-18 flight operations on airfield

Friday, May 17

TBD Filming using mounts
TBD Scout Farview Peak for work in June
TBD Production team departs

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**PRODUCTION COMPANY'S HIRED AIRCRAFT
(ATTACHMENT 3)**

Aircrafts authorized to use airfield at NAS Fallon with approved civilian aircraft landing permit (CALP):

(1) Eurocopter AS350

DoD

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Production Comp

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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 feature film currently entitled ISLAND PLAZA (a.k.a. TOP GUN: MAVERICK)

The Department of the U.S. Navy:

- Escorted access to Naval Air Station Whidbey Island in support of the production company's filming and wrap from 20-24 MAY 2019.
 - Approved base access for the production company's support vehicles listed in attachment one (1).
 - Approved tentative production filming schedule included in attachment two (2).
 - Upon approval of Naval Air Station Whidbey Island, Commanding Officer land and operate the Production's Company hired aircraft IAW Navy Region Northwest civilian aircraft landing permit. See attachment three (3).
 - Approval for production personnel to stay in lodging on base at standard rates.
 - Approval to utilize Officer Club spaces at rate approved by MWR.
 - Approved filming using NAVAIR approved internal and external camera mounts.
 - Approved air-to-air filming of F-18 aircraft in flight.
1. The DoD will make reasonable efforts to provide the additional assistance requested in the addendum to the original request for DoD feature film 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 five [5] pages including three [3] attachments. 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.

DoD

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Production Company

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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

(b)(6)

Signature and Date

(b)(6)

Mr. Dave Evans
Director, Entertainment
1400 Defense, Pentagon
Washington DC 20301-1400

FOR PARAMOUNT PICTURES CORP.

(b)(6)

Signature and Date

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

DoD

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Production Comp

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PRODUCTION COMPANY'S LIST OF VEHICLES
(ATTACHMENT II)

VEHICLES LIST – NAS Whidbey Island (On-site during production period):

- (4x) Personnel vans
- (1x) L39 support trucks
- (1x) Phenom support truck

SCHEDULE OF EVENTS
(ATTACHMENT 2)

Production Set up, Filming and Strike schedule on board Naval Air Station Whidbey Island

18 MAY

0800-1600 Production Team, NAV AIR support, NAVINCO WEST arrive Whidbey Island
Production aircraft (Phenom) lands Whidbey Island
Aerial team support vehicles arrive

19 MAY

0800-1600 Aerial team preps Phenom (camera jet)
Production creative brief

20 MAY

TBD Safety brief and aerial coordination meeting
TBD AM sortie (filming with Phenom)
TBD PM sortie (filming with Phenom)

21 MAY

TBD Safety brief and aerial coordination meeting
TBD AM sortie (filming with Phenom)
TBD PM sortie (filming with Phenom)

22 MAY

TBD Safety brief and aerial coordination meeting
TBD AM sortie
TBD PM sortie
TBD Production aircraft (L39) lands Whidbey Island
TBD Aerial team preps L39 (camera jet)

23 MAY

*** [Back up filming day (for bad weather)]
TBD Aerial team filming with L39 (camera jet)
TBD AM sortie
TBD PM sortie

24 MAY

TBD Production aircraft (Phenom and L39) depart Whidbey Island
TBD Production team departs Whidbey Island

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PRODUCTION COMPANY'S HIRED AIRCRAFT
(ATTACHMENT 3)

Aircrafts authorized to use airfield at NAS Whidbey Island with approved civilian aircraft landing permit (CALP):

- (f) Aero Vodochody L39 Jet
- (f) Phenom Jet

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Production C (b)(6)



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 feature film currently entitled **ISLAND PLAZA (a.k.a. TOP GUN: MAVERICK)**

The Department of the U.S. Navy:

- Escorted access to Naval Air Station Fallon in support of the production company's filming and wrap from 6-28 JUNE 2019.
 - Approved access for the production company's support vehicles listed in Attachment One (1).
 - Approved tentative production filming schedule included in Attachment Two (2).
 - Approved filming of actors in-aircraft using NAVAIR approved internal camera mounts.
 - Approved filming of F-18 aircraft in flight with NAVAIR approved external camera mounts.
 - Approved filming of F-18 aircraft operating on airfield, take-offs and landings.
 - Approved aerial and ground-to-air filming of F-18 aircraft in flight.
 - Upon approval of Naval Air Station Fallon, Commanding Officer (CO), land and operate the production company's hired aircraft IAW Navy Region South West civilian aircraft landing permit. See Attachment Three (3).
 - Approved to stay in lodging on base at standard rates.
 - Approved to establish basecamp on the flight line next to hangar 1 and permission to use hangar 1 for production support.
 - Approved to use commercial high-speed internet telecommunication service connection at Barracks 4 at cost to production.
1. The DoD will make reasonable efforts to provide the additional assistance requested in the addendum to the original request for DoD feature film 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 **five [5] pages** including **three [3] attachments**. 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-

DoD (b)(6)

Production Company (b)(6)

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

FOR PARAMOUNT PICTURES CORP.

(b)(6)

(b)(6)
Signature and Date

Mr. Dave Evans
Director, Entertainment
1400 Defense, Pentagon
Washington, DC 20301-1400

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

DoD (b)(6)

Production Company (b)(6)

PRODUCTION COMPANY'S LIST OF VEHICLES
(ATTACHMENT 1)

Trucks and trailers – Fallon

- Wardrobe 53'
- Hair/Mu 53'
- AD/VFX 42'
- Editing 40'
- (x2) Production Trailer 42'
- Cast Bus
- (x2) Cast Gym 48'
- Cast 42'
- Cast 42'
- (x2) Cast 46'
- Prop 48'
- Crafty 30' Cube truck
- Sound/Vid 32'
- (x2) Camera 10-Ton
- Grip 48'
- Catering Lunch Box 53'
- Catering Kitchen Truck
- Catering support 5-ton
- (x5) Shuttle Vans
- Fuel Truck
- (x3) Shorty cube truck
- Large lunchbox trailer (ready room)
- Small lunchbox trailer (catering)

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Production Company

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SCHEDULE OF EVENTS
(ATTACHMENT 2)

Designated basecamp is located on flight line on north side of Hangar 1.

6-9 June

NAVAIR and production camera teams arrive, begin rig/prep jets
[6-9 June] Base camp trucks/trailers begin arriving NASF

10-14 June

[10 June] Company arrives NASF
Ground-to-air filming
In-jet filming
Arrival of production filming and transport aircraft and support equipment
[13 June] Air-to-air filming

15-16 June

[TBD] In-jet filming
[TBD] Ground-to-air filming

17-21 June

[17 June] In-jet filming
[18 June] Base camp reduction in size to aerial support team
Ground-to-air filming
Filming with mounts
[21 June] Air-to-air filming

24-28 June

Air-to-air filming

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PRODUCTION COMPANY'S HIRED AIRCRAFT
(ATTACHMENT 3)

Aircrafts authorized to use airfield at NAS Fallon with approved civilian aircraft landing permit (CALP):

Aero VodoChody L39 (x2)

Airbus AS350

Phenom 300

HondaJet HA420

DoD

(b)(6)

Production Company

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**U.S. DEPARTMENT OF DEFENSE
SCRIPTED PRODUCTION ASSISTANCE AGREEMENT
ADDENDUM to DoD-0007-2018**

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 feature film currently entitled **ISLAND PLAZA (a.k.a. TOPGUN: MAVERICK)**

For the storage of the "Hard Deck Bar" movie set:

- **The Department of the U.S. Navy authorizes the storage of the "Hard Deck Bar" movie set on board Naval Base Coronado from 07 November 2018 to 30 September 2020.**
- **The Department of the U.S. Navy acknowledges that storage of the set on board Naval Base Coronado will not affect the Production Company's continued ownership in and to the set and all intellectual property therein.**
- **The length of time the set is in storage will not exceed 90 days after TOPGUN: Maverick movie release date unless a formal request is made by Production to have the set remain on Navy property permanently via the appropriate legal mechanism and terms agreed to by both parties.**
- **The Department of the U.S. Navy waives any real estate fees associated with the storage of the set aboard Naval Base Coronado until 90 days after movie release date. At 90 days after movie release date, The Department of the U.S. Navy will begin assessing any real estate fees associated with the storage of the set aboard Naval Base Coronado.**
- **Production is responsible for transporting and all expenses incurred with transporting the set to, from and within the military installation.**
- **Naval Base Coronado will provide a covered space (Building 40 or other storage area designated by the base) to store the set, but is not responsible for securing the space or any damage or theft while the set is being stored. Production can pay for additional upgrades to the space via coordination with Naval Base Coronado Public Works Department.**
- **Storage of the Hard Deck bar set will not interfere or delay scheduled demolition or construction onboard Naval Base Coronado.**

1. The DoD will make reasonable efforts to provide the additional assistance requested in the addendum to the original request for DoD feature film 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.

DoD (b)(6)

Production Company (b)(6)

3. This agreement consists of two [2] and no attachments. 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

FOR PARAMOUNT PICTURES CORP.

(b)(6)

Signature and Date

Mr. Dave Evans
Director, Entertainment
1400 Defense, Pentagon
Washington, DC 20301-1400

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Signature and Date

Mr. Ralph Bertelle
Executive VP of Physical Productions
5555 Melrose Ave.
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Production Company

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