

U.S. DEPARTMENT OF DEFENSE
PRODUCTION ASSISTANCE AGREEMENT
DoD-NG-2017-02-21-001-Feb. 21, 2017

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby expresses its intent, subject to the provisions herein, to provide to **PP3 Productions LLC**, hereinafter referred to as the "production company," the assistance itemized in this Production Assistance Agreement (Agreement) in conjunction with the production of a feature length motion picture currently entitled "**Pitch Perfect 3**" (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 grant, cooperative agreement, other transaction, or any other form of procurement agreement.

LIST OF MILITARY RESOURCES REQUESTED TO BE PROVIDED IN SUPPORT OF PRODUCTION: See Attachment I. 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.

This Agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD project officer. The production company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. If such Agreement is either suspended or terminated, the sole right of the Production Company to appeal such decision is to the DoD designee responsible for coordinating production assistance for entertainment media operations ("DoD Director of Entertainment Media"). The requirements in Department of Defense Instruction 5410.16 shall apply to this Agreement. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder (hereinafter referred to as the "Footage"); the production company's decisions with respect to these recordings will be final.

It is understood between DoD and the production company that:

1. The DoD project officer, (b)(6) 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 "**Pitch Perfect 3**". 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.

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2. The production company is not obligated to actually utilize any of the results and proceeds of DoD's services hereunder in or in connection with the Picture. The production company agrees to use reasonable efforts to 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 in place at the time of the events depicted and as provided to the production company, provided that production company's failure to do so shall not constitute a breach. 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 military production assistance as in the best interest of DoD, based on the **Feb. 2, 2017 Pink Production Draft** version of the "**Pitch Perfect 3**" script. The production company must obtain, in advance, DoD concurrence (not to be unreasonably withheld) for continuing military assistance in the event of any subsequent material changes being proposed to the military depictions made to either the Picture or the sound portions of the production.

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 material 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.

6. All DoD property or facilities damaged, used, or altered by the production company in connection with the production will be restored by the production company to the same or better condition, cleaned and free of trash, normal wear and tear excepted, as when they were made available for the production company's use.

7. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of "**Pitch Perfect 3**". The estimated amount will be detailed and included in **Attachment 1**. Unless otherwise agreed upon, the production company agrees to post advance payment in the amount estimated to comprise the total additional DoD expenses or reimburse DoD in the amount of actual additional DoD expenses. 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

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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.

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, and accordingly, the production company will not be required to report it to the Internal Revenue Service (via W-2), and therefore DoD personnel will not be obliged to submit a form 1099. All such charges shall be consistent with published DoD rates/guidelines, where applicable.

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

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.

b. A full-size vehicle (with fuel and with loss, damage, and collision automobile insurance paid for by the production company) for his or her exclusive use during the filming, including for his or her stay at the production location(s). If parking at the location(s) is not available, non-exclusive transportation to and from the lodging location to the production site will be provided.

c. Hotel accommodations equivalent to those provided to the production company's crew.

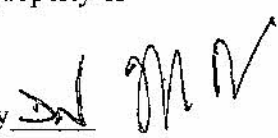
d. A dedicated, on-location trailer room or other comparable work space with full Internet access, desk, seating, and ensuite toilet.

9. By approving DoD production assistance for "Pitch Perfect 3", DoD hereby agrees to a general release to the production company for the use of any and all photography and sound recordings of any and all U.S. military Service members, equipment, vehicles, aircraft, and real estate, subject to the limitations described in Paragraphs 12-13.

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

a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and reasonable attorneys' fees) arising from the production company's possession or use of DoD property or

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other assistance in connection with this production of "**Pitch Perfect 3**", to include pre-production, post-production, and DoD-provided orientation or training. This provision will not in any event require production company to indemnify or hold harmless DoD, its agencies, officers and or employees from or against any claims arising from defects in DoD property or negligence or willful misconduct on the part of DoD, its agencies, officers, or employees and / or any breach by DoD of this Agreement, for which DoD will indemnify and hold harmless the production company, its agents, officers, and 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 (not to be unreasonably withheld). DoD hereby pre-approves the Production Company's stage lighting and sound amplification plans for the music concert scenes to be filmed hereunder.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials are solely for the purpose of communicating to internal DoD viewers how DoD is assisting in the production; however some of the imagery of 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, nor will they release photos or video taken on the set without prior written approval by the production company. Notwithstanding the foregoing, the imagery may not be used or viewed by the general public until after the theatrical release of the Picture and not without prior approval by the production company.

11. The production company will provide the DoD project officer with whatever internal communications equipment it is supplying to production company crew members to communicate on the set during production of military-themed sequences. The production company will also supply the DoD project officer with earphones to monitor military-themed dialogue and other sound recording during these periods upon request.

12. The production company will screen military-themed photography for the DoD project

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officer, and to provide the DoD Project Officer and the DoD Director of Entertainment Media, or their designees, the roughly edited, but final version of the Picture (the "rough cut") at a stage in editing when changes can be accommodated, but only to the extent required to allow DoD to confirm: (i) that the tone of the military sequences substantially conforms to the scripted sequences agreed upon by DoD; (ii) to preclude release or disclosure of sensitive, security-related, or classified information; and (iii) to ensure that the privacy of DoD personnel is not violated. Should DoD determine that material in the Picture compromises any of the preceding concerns, DoD will alert the production company of the material, and the production company and DoD will engage in meaningful consultation regarding the removal of such material from the Picture to the reasonable satisfaction of DoD. 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 production company designates the screening is held.

13. Nothing herein shall obligate the production company to use the Footage, but the production company reserves the right to complete any photography or other recordings commenced hereunder. The production company shall have the right to use the Footage and/or any part or parts thereof, accurately or otherwise, as the production company may choose, using and/or reproducing the actual name, signs, logos, trademarks and other identifying features contained therein without regard to the actual appearance or name thereof, in connection with the Picture and any sequels, prequels, remakes or spinoffs thereof, and in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto and in any marketing, advertising or promotion of the Picture and any sequels, prequels, remakes or spinoffs thereof. The production company shall have the right to construct a set duplicating all or any part of the items depicted in the Footage for the purpose of completing scheduled work, or for filming retakes, added scenes, advertisements or promotions. DoD hereby acknowledges that neither it nor any other party now or hereafter having an interest in the items depicted in the Footage, has any interest in the Footage, nor any right of action against the production company or any other party arising out of any use of said Footage. The production company and its licensees, assigns and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to the Footage, in perpetuity throughout the universe.

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

15. The production company will place a credit in the end titles in the "Special Thanks" section (if any), substantially in the form of "**Special Thanks to the United States Department of Defense, the Georgia National Guard, and the United States Air Force,**" acknowledging the DoD assistance provided. All aspects of such credit shall be determined in accordance with production company's standard policies. Any casual or inadvertent failure to comply with the

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provisions of this Paragraph 15. shall not constitute a breach of this Agreement nor entitle DoD to any relief at law or in equity. 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.

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

17. The production company will provide a minimum of ten (10) digital videodisc (DVD) copies of the Picture to DoD solely for use in internal briefings and for historical purposes. The DVD copies of the Picture shall be provided to DoD at such time, if ever, as the Picture is offered for sale to the general public in the United States on DVD and shall be subject to DoD's execution of Universal Pictures' standard agreement limiting DoD's use of such DVD copies to internal use only.

18. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD project officer and assigned official technical advisor(s), whose activities must be consistent with their authorized additional duties. DoD personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service or Department regulations. In such cases, these conditions apply:

a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.

b. The DoD project officer will ensure that DoD personnel will comply with standards of conduct regulations in accepting employment.

c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

19. The production company may make donations or gifts in-kind to morale, welfare, and recreation programs of the military unit(s) involved; however, donations of this kind are not 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.

20. The undersigned parties warrant that they have the authority to enter into this Agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

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21. This Agreement consists of 11 pages (which includes a four-page Attachment 1). Each page will be initialed by the undersigned DoD and production company representative(s). 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 and / or any other party arising out of use or non-use of said photography and / or sound recordings. Notwithstanding anything to the contrary in this Agreement, and notwithstanding any remedy to which DoD may become entitled in equity or at law, DoD hereby waives any right it may have to enjoin or seek to enjoin the development, production, exhibition, promotion, distribution and/or marketing of the Picture.

FOR THE DEPARTMENT OF DEFENSE

FOR PP3 Productions LLC

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Signature and Date

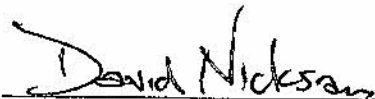
3/10/17

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Director, Entertainment Media
Office of the Secretary of Defense
The Pentagon, Room 2E966
Washington, DC 20301-1400

 3/9/17
Signature and Date

Name of Production Company Representative:


Title and Address

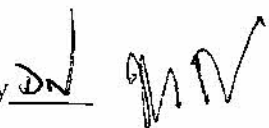
Executive Producer



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Attachment 1

FILMING LOCATION(S): Clay National Guard Center (CNGC) and Dobbins Air Reserve Base (DARB), Marietta, Georgia

PREP, FILMING AND STRIKE-DOWN ACCESS DATES: CNGC -- On/about 17-27 March 2017. Dobbins ARB -- Mutually agreed upon dates on/about 17-27 March 2017.

ESTIMATED DOD CHARGES TO PRODUCTION COMPANY BESIDES THOSE STIPULATED IN PARAGRAPH 8:

For Georgia Army National Guard – Approximately \$103,353.62 (See spreadsheet below)

GEORGIA ARMY NATIONAL GUARD										CNGC					
COST ESTIMATE WORKSHEET										PER DIEM RATE	LODGING RATE	RELEASE RATE			
										357.00	51,533.00	30.975			
										Forecasting Tool					
1	JFHQ	REP. PUBLIC AFFAIRS	004	W	17MAR17	20MAR17	11	\$0.00	Per Diem	\$130.00	Yes	\$40.00	\$0.00	\$0.00	\$0.00
2	JFHQ	STATE/PRO	003	W	17MAR17	20MAR17	11	\$0.00	Per Diem	\$130.00	Yes	\$40.00	\$0.00	\$0.00	\$0.00
3	JFHQ	PLA/PROV GUARD	002	W	17MAR17	20MAR17	11	\$0.00	Per Diem	\$130.00	Yes	\$40.00	\$0.00	\$0.00	\$0.00
4	2001	DRIVER 1	027	W	18MAR17	20MAR17	4	\$0.11	Per Diem	\$159.00	Yes	\$115.00	\$0.00	\$0.00	\$1,775.50
5	2001	TC 1	028	W	18MAR17	20MAR17	4	\$0.11	Per Diem	\$159.00	Yes	\$115.00	\$0.00	\$0.00	\$1,775.50
6	2001	DRIVER 2	029	W	18MAR17	20MAR17	4	\$0.11	Per Diem	\$159.00	Yes	\$115.00	\$0.00	\$0.00	\$1,775.50
7	2001	TC 2	030	W	18MAR17	20MAR17	4	\$0.11	Per Diem	\$159.00	Yes	\$115.00	\$0.00	\$0.00	\$1,775.50
8	2001	DRIVER 3	031	W	18MAR17	20MAR17	5	\$1,133.00	Per Diem	\$750.00	Yes	\$230.00	\$0.00	\$0.00	\$1,015.00
9	2001	TC 3	032	W	18MAR17	20MAR17	5	\$1,133.00	Per Diem	\$750.00	Yes	\$230.00	\$0.00	\$0.00	\$1,015.00
10	2001	DRIVER 4	033	W	18MAR17	20MAR17	5	\$1,133.00	Per Diem	\$750.00	Yes	\$230.00	\$0.00	\$0.00	\$1,015.00
11	2001	TC 4	034	W	18MAR17	20MAR17	5	\$1,133.00	Per Diem	\$750.00	Yes	\$230.00	\$0.00	\$0.00	\$1,015.00
12	2001	DRIVER 5	035	W	18MAR17	20MAR17	1	\$207.70	Per Diem	\$142.75	Yes	\$0.00	\$0.00	\$0.00	\$1,815.00
13	2001	TC 5	036	W	18MAR17	20MAR17	1	\$207.70	Per Diem	\$142.75	Yes	\$0.00	\$0.00	\$0.00	\$1,815.00
14	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$3,200.00	Per Diem	\$208.00	Yes	\$100.00	\$0.00	\$0.00	\$2,980.00
15	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
16	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
17	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
18	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
19	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
20	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
21	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
22	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
23	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
24	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
25	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
26	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
27	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
28	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
29	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
30	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
31	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
32	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
33	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
34	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
35	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
36	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
37	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
38	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
39	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
40	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
41	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
42	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
43	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
44	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
45	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
46	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
47	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
48	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
49	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
50	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
51	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
52	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
53	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
54	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
55	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
56	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
57	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
58	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
59	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
60	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
61	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
62	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
63	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
64	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
65	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
66	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
67	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
68	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
69	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
70	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
71	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Diem	\$185.50	Yes	\$85.00	\$0.00	\$0.00	\$2,548.88
72	AWARDING	SECURITY	027	W	18MAR17	20MAR17	12	\$2,734.38	Per Di						

long, odd hours required for filming support. Drivers are per day cost. For safety reasons, National Guard vehicles require two drivers per vehicle (Driver + TC).

Additional to spreadsheet: Possible CNGC state public affairs employee overtime cost for one person x 40 hours at \$22 per hour (\$880 total). This will depend on workload.

USAF COST ESTIMATE CHART – March 2017				
Activity	Purpose	Cost or Rate	Notes	Subtotal
Taxi C-130	Move from Dobbins to Clay NGC side	FUEL COSTS 307 Gallons of Fuel for Round Trip (\$9.12/gallon) \$2,800 (for one round trip)	Fuel costs only ... most efficient way to move aircraft	\$11,200 For 2 C-130s, moved two times
Taxi C-130	Move aircraft from Dobbins to Clay NGC side	PERSONNEL COSTS \$325 each way// \$650 per round trip for each C-130H	2 enlisted, 2 officer crew members on each taxi trip	\$2600 For 2 aircraft, moved two times
Public Affairs Support	Local PA support; photography, etc.	GS-12, Step 2 (\$37.48/hour) GS-09, Step 6 (\$29.18/hour) GS-11, Step 1 (\$30.26/hour) GS-09, Step 5 (\$28.35/hour)	OT costs occur for hours beyond normal duty day, M-F 0700-1600	8 hours each Person GS-12, Step 2 (\$299.84) GS-09, Step 6 (\$233.44) GS-11, Step 1 (\$242.08) GS-09, Step 5 (\$226.80) TOTAL: \$1002.16
Reserves Security Forces personnel	Additional gate hours, 24/7 security for aircraft at Hangar 1		Estimates at this time based on only getting TR augmentees, 10 E-6 // 14 E-5 This could change if we can get SFS teams from active duty bases and with the aircraft coming in.	\$45,000+ **Pay figure only, does not include travel costs
Fly-in Aircraft	Parked for static display at Hangar 1	TBD – Will include costs for teams traveling with aircraft		TBD

For USAF aircraft – The per hour fly-in costs are as follows:

- A-10C -- \$5,847

DoD (b)(6)

Production Company *SW* *MR*

- F-16C -- \$8,625
- HH-60C -- \$7,974
- C-130J -- \$6,176
- T-38 -- \$3,460

These costs do not include crew lodging/per diem costs, which will vary depending the number and type of aircraft. The DoD cannot provide more than two of each aircraft.

For example, for one A-10 aircraft, the approximate cost would be:

- (Flying hours to site) + (Flying hours from site) = estimated aircraft costs (EAC)
- (One crew lodging, per diem, etc., cost) x (number of days on site) = estimated crew cost (ECC)
- Thus, the approximate total cost for one A-10 = TAC + TCC

The total costs for aircraft positioning are not known at this time, because we do not know the number and type of aircraft, the number of crewmembers, and the number of days each will be on site. These mutually agreed upon costs will be calculated in the next few weeks, but before actual filming begins.

OTHER PROVISIONS/STIPULATIONS:

- 1.) The DoD will provide access to the Clay National Guard Center Hangar 1, and the tarmac area surrounding Hangar 1, for filming purposes, additional military static aircraft to be flown in, and for staging of production trailers and equipment.
- 2.) Access will be provided to Clay via Dobbins ARB Gate 2 during the period specified.
- 3.) As available, on-base military vehicles will be provided as a backdrop.
- 4.) Because of annual training offsite, no CNGC aircraft may be available in Hangar 1 during the filming period unless there are aircraft left behind for unscheduled maintenance.
- 5.) NCIC background checks are to be conducted by approved 3rd party (Justifacts Credential Verification, Inc. is hereby deemed pre-approved) for all individuals involved in the film production on base (excluding current Service members and USO World and USO Georgia personnel). The Georgia National Guard J2 has final approval authority for the Authorized Entry List. DoD will make every reasonable effort to review and accommodate access for essential cast and crew members in the unlikely event that some security issue arises during routine background checks. PP3 Productions LLC is responsible for costs associated with background checks.
- 6.) IMPORTANT: Background check results are to be provided to Georgia National Guard J2 no later than 7 March for review and final approval (subject to production exigencies, including without limitation, substitutions due to essential cast and/or crew illness and/or unavailability).
- 7.) PP3 Productions LLC is to contract directly with Dynamic Security (the current contracted security company authorized to provide security on Clay National Guard Center) for the additional security requirements on base. Georgia National Guard J34 has final approval authority of the finalized contract. (DoD acknowledges satisfaction of this stipulation.)
- 8.) PP3 Productions LLC is to contract for extra dumpsters, port-a-potties and cleaning services.
- 9.) PP3 Productions LLC is to coordinate with Cobb County for dig permit and marking as

DoD



Production Company

A handwritten signature in black ink, appearing to be "PP3 Productions LLC".

well for water meter and electric/power meter.

- 10.) Pyrotechnics are not authorized.
- 11.) Georgia National Guard is not responsible for providing power generation.
- 12.) Meals are to be provided (via normal production crew catering) for all Georgia National Guard military and civilian personnel providing direct public affairs, garrison command, and security support.
- 13.) PP3 Productions LLC should coordinate directly with USO World and USO Georgia for actual USO volunteers to portray USO personnel in the film as non-speaking extras.

END OF DOCUMENT