

Agreement to film in Atlanta

A conditional permit between:

(1) The Mayor of Atlanta (the "Council ");

And:

BIG INDIE GTL, INC. - 1415 Constitution Rd. SE, Atlanta , Ga, 30316

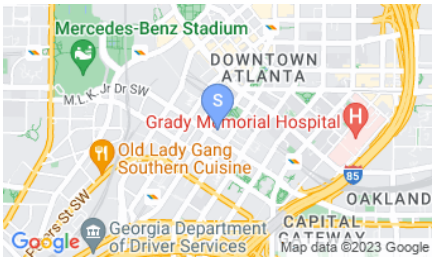
Atlanta Season 4 - 8287133688

Further to the application made by the Production company to film in Atlanta (in which application the terms and conditions that are set out in this Agreement were accepted by the Production company), the Council hereby permits the Production company to undertake the filming work described below at the Location(s) listed below (the "Permitted Use ") at the times mentioned below (the "Permitted Times") in accordance with the terms and conditions of this Agreement and in consideration of payment by the Production company of the fee in accordance with this Agreement.

Reference Number: ATLFIL004707
Title: Grand Theft Lotto
Crew Size: 150
Production Type: Feature

82 Peachtree St SW Atlanta, GA 30303

Location Details: Interior & Exterior of store
Filming type: Standard Filming on Location
Preparation and clean up time required: No
Shoot start: 03/09/2023 07:00 AM
Shoot end: 03/09/2023 09:00 PM
Number of Crew (Including Cast): 150
After Hours Activity: No



Full Details

Specific conditions

Specific conditions:
****THIS PERMIT GOES ALONG WITH PERMIT ATLFIL4586****

Full street closure on Peachtree St SW between Alabama St SW and Mitchell St SW, 4 lanes at 900 ft blocked on 3/9 from 9AM until 3PM & 6PM until 10PM.

Full street closure on MLK jr Dr SW between Pryor St and Broad St, 4 lanes at 600 ft blocked on 3/9 from 9AM until 3PM & 6PM until 10PM.

ALL TRAVEL LANES OF PEACHTREE ST MUST REMAIN OPEN DURING RUSH HOUR TRAFFIC, NO EXCEPTIONS

Production must coordinate with MARTA to allow buses through the closure when needed. Production must provide access for all bus stops.

Production must provide access for all residents, businesses and driveways at all times.

AMOFE MARCH 2023

Shoot information

Describe in detail the filming activity that will take place at this location:
In this shot an Uber car pulls up in front of the store there is some dialog and the hero actor gets out and looks in the store front windows. Large scale unit with many technical vehicles

Requirements

Special filming equipment: Yes
Dolly and track, Cherry picker, Scissor lift, and Set dressing and scenery
Base camp: Yes
Please state address of base camp: 1415 Constitution Rd. SE
Lane / Street closure (location): Yes
Please state the start and finish point of any street or lane closure (e.g. Union St between 5th Ave and 10th Ave):
Full Closure (w/ alt. sidewalks) Peachtree St. SW from Alabama St. SW to Mitchell St SW
Lane / Street closure (type): Yes
Other (please insert details): Full Closure of lanes in both directions
Sidewalk obstruction: Yes
Pedestrians asked to wait during filming takes, Any equipment, other than a camera/tripod placed on a sidewalk, and Wires or cables run across sidewalks
Police presence: Yes
Security (equipment left over night)
Community notification: Yes
Describe the steps that will be taken to notify affected residents and/or businesses:
We have spoken with the businesses and residence in the area and they are aware.
Metered parking spaces: Yes
Number of public parking spaces required: 28
Production Vehicles on Set: Yes
How many production vehicles will park in the reserved spaces: 12
Describe the steps you have taken or will take to notify affected residents and/or businesses of your filming activity:
We have spoken with the businesses and residence in the area and they are aware.
Describe in detail any important information that you think we should know about your planned shoot.: Nothing comes to mind

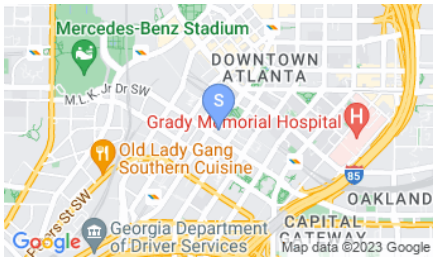
Emergency contact on set

Name: Jamal Mullen
Mobile phone: 828.713.3688
Email: jdzmullen@gmail.com

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82 PEACHTREE ST. SW.

Location Details: Interior / Exterior Store front
Filming type: Standard Filming on Location
On site: 03/08/2023 07:00 AM
Shoot start: 03/16/2023 07:00 AM
Shoot end: 03/16/2023 09:00 PM
Off site: 03/16/2023 07:00 PM
Number of Crew (Including Cast): 150
After Hours Activity: No



Full Details

Specific conditions

Specific conditions:
Full street closure on Peachtree St SW between Alabama St SW and Mitchell St SW, 4 lanes at 900 ft blocked on 3/16 from 9AM until 3PM & 6PM until 10PM.

Full street closure on MLK jr Dr SW between Pryor St and Broad St, 4 lanes at 600 ft blocked on 3/16 from 9AM until 3PM & 6PM until 10PM.

ALL TRAVEL LANES OF PEACHTREE ST MUST REMAIN OPEN DURING RUSH HOUR TRAFFIC, NO EXCEPTIONS

Production must coordinate with MARTA to allow buses through the closure when needed. Production must provide access for all bus stops.

Production must provide access for all residents, businesses and driveways at all times.

AMOFE MARCH 2023

Shoot information

Describe in detail the filming activity that will take place at this location:
There is a tour bus that drives up the street. Extras on the sidewalk as well.
Large scale unit with many technical vehicles

Requirements

Special filming equipment: Yes
Dolly and track, Cherry picker, Scissor lift, and Set dressing and scenery
Base camp: Yes
Please state address of base camp: 1415 Constitution Rd. SE
Lane / Street closure (location): Yes
Please state the start and finish point of any street or lane closure (e.g. Union St between 5th Ave and 10th Ave):
FULL Closure (W/ Alt. Sidewalks) Peachtree St. SW From Alabama St SW to Mitchell St SW
Lane / Street closure (type): Yes
Other (please insert details): Full street closure of lanes going both ways
Sidewalk obstruction: Yes
Pedestrians asked to wait during filming takes, Any equipment, other than a camera/tripod placed on a sidewalk, and Wires or cables run across sidewalks
Police presence: Yes
Security (equipment left over night)
Community notification: Yes
Describe the steps that will be taken to notify affected residents and/or businesses:
We have spoken with the businesses and residence in the area and they are aware.
Metered parking spaces: Yes
Number of public parking spaces required: 28
Production Vehicles on Set: Yes
How many production vehicles will park in the reserved spaces: 12
Describe the steps you have taken or will take to notify affected residents and/or businesses of your filming activity:
We have spoken with the businesses and residence in the area and they are aware.
Describe in detail any important information that you think we should know about your planned shoot.: Nothing comes to mind

Emergency contact on set

Name: Jamal DZ Mullen
Mobile phone: 828.713.3688
Email: jdzmullen@gmail.com

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1. This Permit ("***Permit***") authorizes the Producer (including its employees, agents, contractors, subcontractors, suppliers, successors, assigns, licensees and anyone else acting at its direction, hereinafter collectively "***Producer's Staff***") to film or otherwise create motion picture images and perform other preproduction activities (hereinafter collectively, "***Filming***") for the Project on City of Atlanta ("***City***") property during the calendar month of 2022 specified above. This Permit applies to all Project Filming during the calendar month, without any limit on frequency of Filming or number of locations.
2. Prior to Filming at a particular City location, Producer must and agrees to obtain authorization from the Mayor's Office of Entertainment (" ***MOE***") that is specific to the location, dates and times of the Filming ("***OnSite Authorization***"). In addition to this Permit and the OnSite Authorization(s), Producer is required to and agrees to obtain all other necessary approvals and permissions needed for the City property Filming.
3. This Permit does not authorize any of the specific Filming "Elements" listed in Section 46105 of the Atlanta Code of Ordinances. The Filming Elements that may be performed by the Producer shall be specified and authorized in the On Site Authorization(s).
4. Producer understands that Filming notification must be given to residents and businesses within a threeblock radius of each specific location where Filming will occur and to the councilmember representing the district in which the Filming will be performed. Notification for each location must include the date(s), time(s) and activities of the Filming at that site. Each OnSite Authorization will detail the type of notification required for the specific location.
5. Producer acknowledges that it has full responsibility for obtaining all necessary approvals for the use of any private property or nonCity public property. This requirement includes without limitation that Producer is responsible for obtaining any and all permissions, licenses or other required authorizations for use of intellectual property, including intellectual property which is on City property but is not owned by the City.
6. Producer is responsible for: (a) knowing and complying with all City ordinances and other laws applicable to the Filming and to the other activities arising from this Permit; and (b) requiring and using commercially reasonable efforts to enforce the requirement that Producer's Staff complies with all City ordinances and other laws applicable to the Filming and to the other activities arising from the Permit. Applicable City ordinances include without limitation the **Atlanta Noise Ordinance**, set forth in Chapter 74 Article IV of the Atlanta Code of Ordinances, and the **Atlanta Tree Protection Ordinance**, set forth in Chapter 158 Article II of the Atlanta Code of Ordinances.
7. Producer agrees to take all necessary precautions to avoid causing damage to City property (both real property and personal property), including without limitation City structures, buildings, equipment, grounds, trees and other plants, and to avoid harming wildlife on City property.
8. Where Producer or Producer's Staff breaks or materially damages City property, including vegetation and infrastructure, , Producer shall notify the Director immediately in writing, but in no event shall such notice be given more than two (2) hours after a member of Producer's Staff becomes aware of the damage. Producer shall not perform (or allow to be performed) the required cleanup (as described in paragraph 10 below) of the damaged property until after such notice has been given. The City reserves the right to oversee the repair or replacement work to ascertain that the damaged property is restored to its condition immediately prior to the Filming, or to selfperform the repair or replacement work and bill Producer for the commercially reasonable cost thereof.
9. Producer agrees to remove all of its equipment, signs, materials and other personal property (collectively " ***Items***") from each City location where Filming occurs by no later than the expiration or termination of the applicable OnSite Authorization. Producer agrees that the MOE may deem any Items left at the location by the Producer (including items left by Producer's Staff) as abandoned. Producer authorizes the City to remove all or part of said items in any manner that the MOE chooses, and to dispose of or store the items as the MOE so chooses, without any liability for said actions, provided that the City complies with the stipulations set forth in paragraph 10 below.
10. Producer agrees to do any and all cleanup necessary to leave each Filming location on City property in the same or better condition as when the property was received by the Producer (general wear and tear excluded); the MOE Director (the "***Director***") must agree in writing to any material changes in the condition of a Filming location that are made by the Producer.
    1. Producer's cleanup must be complete by the expiration or termination of the applicable OnSite Authorization.
    2. Cleanup shall include, but is not limited to, the following (as applicable) to the extent that it arises from the Filming and/or this Permit: (1) returning all furniture and other City belongings to their designated places; (2) removing all temporary structures, equipment, signs, materials and other Items brought to the location by Producer or Producer's Staff; (3) removing all garbage and litter; (4) restoring or replacing damaged vegetation; and (5) repairing, painting or replacing any broken or damaged walls, windows, doors, floors, ceilings, furniture, equipment, utilities and/or other infrastructure.

3. The Director or her/his designee will inspect each Filming location upon the expiration or termination of the OnSite Authorization to determine whether the cleanup requirement has been met. If Producer fails to meet the requirement, the MOE will notify Producer, at the email address provided at the top of this Permit, of the remaining clean up needed. The MOE will provide Producer with no less than 48 hours (from the time of sending the email) to complete the clean up.
4. Where Producer fails to fulfill the cleanup requirement within the additional time provided by the MOE as described in subsection (c) above, the Director may invoice the Producer for the reasonable cleanup costs incurred by the City, including without limitation (and as applicable) the cost of removing, disposing of and/or storing items left by the Producer, cleaning costs, replacement costs, and/or repair costs. The invoice shall present an itemized description of the City's costs. Producer agrees to pay the invoice in full within thirty (30) days of receipt.
5. The MOE shall not be required to provide 48 hours notice and may bill Producer for the reasonable clean up costs borne by the City if the Director reasonably determines that the remaining cleanup must be performedimmediatelybecauseofpublicsafety,communityimpactor othersimilarreasons.
6. Where cleanup occurs after the expiration or termination of the OnSite Authorization, Producer must extend its OnSite Authorization and pay the accompanying daily OnSite Services Fee until (and including) the date when the cleanup is complete, as reasonably determined by the Director or her/his designee. The Fee for the extended time will not be charged for more than seven additional calendar days if the only remaining cleanup is repair and/or replacement that cannot reasonably be completed within seven days, provided that Producer is working diligently to finalize the necessary repairs and/or replacement.

11. Producer agrees to indemnify, defend and hold harmless the City of Atlanta, including its officials and employees, from any and all suits, losses, claims, demands and expenses (including without limitation reasonable attorneys' fees and costs) that arise or result from the acts or omissions of Producer, including Producer's Staff, in connection with this Permit and/or the activities performed pursuant to this Permit, except to the extent that said suits, losses, claims, demands and/or expenses are caused by the negligence or intentional misconduct of the City, including its officials and employees. This indemnification provision shall apply regardless of whether the suits, losses, claims, demands and expenses arise before or after the expiration or termination of this Permit, and the provision shall survive the expiration or termination of this Permit.
12. Producer agrees to abide by all applicable environmental laws while on City property in connection with this Permit. As part of this promise, Producer agrees that it will not allow legallyprohibited contaminants to enter the sewage and/or stormwater drainage systems serving the area where the Cityproperty Filming occurs and/or while performing activities in connection with this Permit. Without diminishing the breadth of the indemnification provision set forth in the immediately preceding paragraph, Producer agrees to indemnify, defend and hold harmless the City of Atlanta, including its officials and employees, from any and all suits, losses, claims, demands and expenses (including without limitation reasonable attorneys' fees and costs, consultant fees, expert fees, fines assessed against the City or others for whom the City is responsible, and sums paid in settlement of claims), which arise before or after the expiration or termination of this Permit, and which arise from the breach by Producer of the obligations stated in the preceding sentences of this paragraph. This indemnification by Producer includes, without limitation, reasonable costs incurred in connection with any investigation of the site conditions or any cleanup, remedial, removal, or restoration work required by any Federal, State or local governmental agency or political subdivision resulting from Producer 's breach of the terms of this paragraph. This indemnification provision shall not apply to the extent that the suits, losses, claims, demands and/or expenses are caused by the negligence or intentional misconduct of the City, including its officials and employees. This indemnification provision shall survive the expiration or termination of this Permit.
13. Producer has obtained liability insurance in the amount of one million dollars ($1,000,000.00), and the insurance policy covers the City as an additional insured. The Certificate of Insurance and Endorsement provided by Producer to the MOE, a copy of which is attached hereto, accurately reflect said insurance coverage. Producer agrees that it will maintain the insurance policy, including without limitation the coverage of the City, throughout the entire calendar month for which this Permit is valid. In addition, Producer understands that it may be required to purchase additional insurance coverage in connection with one or more OnSite Authorizations; all such insurance requirements shall be decided by the City's Risk Manager and shall be based solely on the activities performed as part of the Filming, including the location and time that the activities will be performed.
14. Producer agrees to notify the MOE within two (2) hours or sooner of learning of any emergency event arising from the Filming that involves the media, police, fire department and/or emergency medical services.
15. Producer and Producer's Staff are prohibited from acting as a representative or agent of the City, and from indicating City endorsement of the Filming, except as otherwise agreed to in writing by the Director. This provision does not prohibit the Producer's use of the City logo in the Filming credits.
16. The City understands and acknowledges that Producer owns all worldwide rights of every kind, in all media, in perpetuity, in and to the motion picture images and the recordings resulting from the Filming performed pursuant to this Permit, including but not limited to the right to use the images and recordings for the promotion, advertisement and marketing of the Project. The City acknowledges that the Producer is not obligated to actually produce the Project, or to include in the Project any images or recordings resulting from this Permit.
17. In the event of any claim by the City against Producer, the City hereby waives its right to enjoin or seek injunction of the development, production, exhibition, promotion and/or distribution of the Project. This Paragraph shall not apply to conduct being performed on City property by or at the direction of Producer, including Producer's Staff.
18. This Permit does not grant the Producer a constitutionally protected property interest.
19. This Permit is non transferrable.
20. Producer agrees to keep this Permit and all other written authorizations, approvals and permissions pertaining to the Filming on site during Filming that occurs on City property.

If you have any queries regarding this Permit Agreement, please call The Mayor's Office of Entertainment on 404-617-6262

Cardellia Hunter
Director
Office Of The Mayor / Film and Entertainment