

Attachment II – Special Conditions

1. The Licensee shall reimburse the Government for all expenses incurred as a result of coordinating activities for this license. The Licensee shall reimburse the Government for all expenses incurred as a result of coordinating activities for this license. Payment shall be made by wire through: pay.gov, prior to issuance of final license. These costs are estimated by GSA to be:

Federal Protective Service – (perimeter security)
Property Management Division – (project review/coordination)
Realty Services – (license issuance/project supervision) Legal
Counsel – (legal review)

The Government reserves the right to invoice the Licensee for amounts over and above charges shown in Block 6 for additional expenses incurred, (space or services).

2. The rights contained herein are personal to the Licensee and may not be assigned, delegated or otherwise transferred or conveyed to any other party without the express prior written consent of licensor.
3. The GSA reserves the right to enter the licensed premises, as necessary, to inspect the space, supervise activities, maintain the space and to make such alterations and repairs as licensor may deem necessary.
4. The GSA reserves the right to examine financial records and data related to the licensed premises and to require proof of payment of rent or of other fees, where applicable, for any period of time covering the Licensee's occupancy or use of the premises.
5. The Licensee shall make no additional alterations to or perform any work within the licensed premises that is not within the scope of this license without first obtaining the written consent of the GSA. The use of the Government's furnishings in the licensed premises by Licensee shall be at the sole discretion of the GSA. Additionally, Licensee shall not make any wall, floor or ceiling penetrations nor make any permanent changes to any other Government property.
6. Licensee shall, upon termination of license, return the licensed premises to the same or as good condition as existed at the beginning of the license. The Licensee shall be liable for any damage that may result to the licensed premises or surrounding area as a result of its use of the licensed premises.
7. Licensee shall coordinate access to the building with the GSA and the tenant agency of the building as necessary or required by on-site security

regulations and shall comply with all work rules and regulations adopted by licensor for the licensed premises.

8. Title to all personal property left on the premises, after valid written notice to remove same, shall vest in the United States Government.
9. The Licensee shall, without expense to the Government, and to the satisfaction of the Government, obtain and carry public liability insurance coverage for bodily injury and property damage with limits of liability for bodily injury of not less than \$1,000,000 per person and \$3,000,000 for each accident, and property damage liability of not less than \$5,000,000. The Licensee shall also obtain and carry fire and casualty insurance for the licensed premises in the amount of not less than the full insurable value. A certificate of insurance shall be furnished to the GSA within fifteen (15) days of the execution of the license. The policy for general liability shall include an endorsement naming the United States of America, acting by and through the GSA, as an additional insured with respect to operations under the license. The policy shall include the following endorsement: **“It is a condition of this policy that the insurance company shall furnish written notice to the GSA, Insert Regional Office Address, thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy.”**
10. The licensor grants to the Licensee the right to use (either accurately or with such liberties as licensee may deem necessary) and photograph (including, without limitation, by means of motion picture, still or video device photography), reproduce and replicate both real and personal property, both interior and exterior, located at or on the licensed premises in any manner whatsoever, and any name connected with the licensed premises and any names, trademarks, signs and identifying features thereof including the right to photograph, record, and use any logos and verbiage contained on the licensed premises, the right to refer to the licensed premises or any part thereof by any fictitious name, and the right to attribute any fictitious events as occurring on the licensed premises, together with reasonable access to and egress from said licensed premises with Licensee’s personnel and equipment for the purpose of erecting and maintaining temporary motion picture sets, structures and equipment (to the extent required by Licensee) and of photographing said licensed premises, sets and structures and/or recording sound for such scenes as licensee may desire.
11. If Licensee desires to photograph retakes or other scenes, license may re-enter upon and use said licensed premises for such period as may be reasonably necessary therefore, commencing at any time within eighteen (18) months after completion of principal photography on this location, and in such event, the above rental rate and other expenses (pro rata, if applicable) shall apply. Dates to be mutually agreed upon by both parties. All other terms and

conditions of this license shall apply in the event Licensee re-enters upon the licensed premises.

12. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity by licensee and its successors and neither licensor or any tenant or other party now or hereafter having an interest in said licensed premises shall have any right of action including, without limitation, any right to injunctive relief against licensee, its successor and/or any other party arising out of any use or non-use of said photography and/or sound recordings.
13. Licensor hereby grants to Licensee and its successor the right, in perpetuity, throughout the world, to re-use the photography and sound recordings (or any part thereof) and/or duplicate and re-create all or a portion of said licensed premises and to use the same in any and all media and/or manner known or unknown, including without limitation, in and in connection with any motion picture, theme park, motion picture studio tour, and/or merchandise in connection with any of the foregoing and/or in connection with any publicity, promotion and/or advertising of same.
14. Neither Licensee nor its successor shall be obligated to make any actual use of any photography, recordings, duplications or other references to the licensed premises hereunder in any motion picture or otherwise.
15. This license shall be construed and enforced in accordance with federal law, and in the event that there is no controlling federal law, then in accordance with the law of the local jurisdiction and licensee hereby consents to the jurisdiction of federal court.
16. This license is expressly conditioned upon licensor approving a structural engineering analysis for the design proposal set forth in Attachment 3. All plans and working drawings for the Licensee's installation of improvements on and restoration of the licensed premises shall be subject to licensor's written approval. Licensor shall have sole and absolute discretion to approve or disapprove any improvements that will be visible from the exterior of the building or which may affect the structural integrity of the building.
17. License shall cause the Licensee's installation of improvements on and restoration of the licensed premises to be performed by a contractor designated by Licensee and approved by Licensor, whose approval shall not be unreasonably withheld.
18. Credits must be listed as follows: "Location: **building name and city/state**, and filmed in cooperation with the United States General Services Administration." In addition, the Government shall have the right, at no cost, but with appropriate credit given to Licensee, to use, disclose, reproduce,

prepare derivative works, distribute copies to the public, and display publicly, in any manner and for any purpose whatsoever, any portion of the final product in which the licensed property is depicted.

19. Licensee hereby agrees to indemnify Licensor against any liability incurred as a result of any violation of copyrights, right of privacy or publicity, or any libelous or other unlawful matter arising out of Licensee's use of the licensed premises.
20. This license represents the entire agreement between the parties and may be amended only in writing signed by the parties.