

TEMPORARY ACCESS AND LICENSE AGREEMENT

THIS TEMPORARY ACCESS AND LICENSE AGREEMENT, dated as of January __, 2014 (this "Agreement"), between **4 World Trade Center LLC**, a Delaware limited liability company ("Licensor"), and **Woodridge Productions, Inc.**, a California corporation ("Licensee").

WHEREAS, on certain dates and times from January 14, 2014 through January 16, 2014 (the "Access Dates"), as more particularly set forth in Exhibit 1 (the "Production Schedule"), Licensee desires to conduct a film shoot and ancillary activities (the "On-Site Activities") solely in connection with the television program currently entitled "The Blacklist" (the "Program") in interior space located in the lobby, on the fifty-seventh (57th) ~~floor~~ and fifty-eighth (58th) floors (the "Premises") of the building known as 4 World Trade Center, having an address at 150 Greenwich Street, New York, New York 10006 (the "Building").

WHEREAS, in connection with the On-Site Activities, Licensee requires temporary access to the Premises; and

WHEREAS, Licensor desires to grant to Licensee temporary access to the Premises for the sole purpose of performing the On-Site Activities.

NOW, THEREFORE, in consideration of the foregoing and the agreements hereinafter set forth, as well as additional consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. License. Licensor hereby grants to Licensee a temporary license (the "License") to enter onto and use the Premises on the Access Dates for the sole purpose of performing the On-Site Activities. Licensor shall provide Licensee with such access to the Premises solely during the dates and times set forth in the Production Schedule for the performance of the On-Site Activities. Licensor shall grant the License to Licensee subject to Licensor's access and security requirements and Licensee and its contractors, vendors, employees and any other parties associated with Licensee (each, a "Licensee Party") shall comply with the Licensor's safety requirements, including those set forth in Exhibit 2, and such other access requirements as may apply to the Premises. At all times while on the Premises, Licensee shall be accompanied by a representative of Licensor ~~and~~ as well as certain designated employees such as engineers, fire wardens and elevator operators, as required by Licensor in its sole discretion.

2. Term of License. The term of the License shall be limited to the Access Dates; provided, however, that in the event Licensor determines, in its sole and absolute discretion, that Licensee's activities are materially disruptive to the operation of the Premises, Licensor may terminate this Agreement and the License granted herein and prohibit Licensee's access to the Premises, without incurring any penalty, cost, or charge whatsoever. Licensor agrees that no such termination shall affect the ownership rights to any films, videotapes, or other recordings made by Licensee at the Premises or the rights therein, all of which shall remain vested in Licensee in perpetuity and throughout the universe in accordance with Section 4 below.

Formatted: Justified

3. Fee. As compensation for the License, Licensee shall pay to Licensor a total fee (the "Fee") of ~~Thirty~~Forty Thousand Dollars (\$~~30~~40,000), which is inclusive of all required fees including those in connection with access to and use of the Building and Premises, all labor costs, and all building expenses, which Fee shall be paid in the ~~following manner stated below~~ upon the execution of this Agreement. ~~All of Licensor's labor costs and building expenses shall be billed at Licensor's standard rates as set forth in Exhibit 3, or other rates to be mutually agreed upon in advance between Licensor and Licensee, based on the actual time incurred or the actual days worked (if a daily rate) by Licensor's personnel in the performance of their services in connection with the On Site Activities. After the January 16, 2014, Licensor shall submit an invoice for labor expenses to Licensee, and payment of such amounts owed as set for in the invoice shall be made to Licensor no later than thirty (30) days after receipt of the invoice. All fees and expenses~~ The Fee due hereunder shall be made by wire transfer to the following account:

Account Name:	4 World Trade Center LLC
Bank Name:	HSBC Bank, N.A.
Account Number:	048-83002-0
Routing Number:	021001088
Swift Code:	MRMDUS33
Reference:	The Blacklist

4. Exhibition Rights. Licensor grants Licensee the right to film the Premises solely in connection with the production of the Program. Licensee, its successors, licensees and assigns shall own and have the right to use, broadcast, exhibit and otherwise exploit any and all scenes or any portions thereof filmed at and of the Premises, solely in connection with the Program and in connection with any advertising, publicity for or promotion of the Program throughout the universe, in perpetuity, and in all media now known or hereafter devised. In no event shall Licensor have the right to enjoin, restrain or otherwise impair the production, marketing, distribution, exhibition or exploitation of the Program.

5. Insurance. At all times during the term of this Agreement, Licensee, or Licensee's payroll service company with respect to the required workers' compensation insurance, at its sole cost and expense, shall maintain such insurance coverage as set forth in Exhibit 4 (including, without limitation, commercial general liability insurance, excess liability insurance and workers' compensation insurance), in the amounts set forth therein and with such insurance carriers as shall be approved in writing by Licensor. Such policies shall include a waiver by the insurance carriers of any subrogation rights and, except with respect to the workers' compensation insurance, an endorsement naming Licensor and all entities listed on Exhibit 5 as additional insureds (the "Additional Insureds") on a primary and non-contingent basis. The insurance limits set forth in Exhibit 4 shall in no way limit Licensee's liability for any loss, cost, expense, claim, injury or damage as stated hereunder.

6. Indemnification and Release. To the fullest extent of the law, and except if due to the negligence or willful misconduct of the Indemnified Parties, Licensee shall indemnify, defend and hold harmless Licensor, the affiliates of Licensor and the Additional Insureds, as well as their respective subsidiaries, affiliates, partners, agents, officers, directors and employees (collectively, the "Indemnified Parties") from and against any loss, reasonable cost, reasonable

Formatted: Font: Not Bold

expense, claim, injury or damage (including, without limitation, reasonable outside attorneys' fees and expenses), whether incurred due to third-party claims or otherwise, arising or resulting from or caused by (a) any act or omission of Licensee or any consultant, engineer or contractor retained by Licensee, or any of its or their partners, directors, officers, employees or agents; (b) Licensee's breach of the terms and conditions of this Agreement; or (c) the filing of a lien or liens by Licensee or any other person, firm or corporation claiming to have furnished labor, materials or equipment in connection with the On-Site Activities. Except if due to the negligence or willful misconduct of the Indemnified Parties. Licensee hereby waives, releases and holds harmless the Indemnified Parties from any and all liability, actions or claims resulting from personal injury, property damage or loss of any kind, sustained by Licensee or its employees or contractors at the Premises. The provisions of this paragraph shall survive the termination of this Agreement.

7. Miscellaneous.

7.1 Licensee, its employees, its vendors and its contractors shall be responsible for their own tools, equipment and other property used in connection with the On-Site Activities ("Licensee's Personal Property") and the Indemnified Parties shall not be responsible for any loss or damage to Licensee's Personal Property and Licensee hereby waives the right of recovery and all carrier subrogation rights for any loss or damage thereto regardless of fault or negligence. Licensee agrees that it shall only use unionized labor for all contractors, vendors or drivers that it hires in connection with the On-Site Activities. Upon completion of the On-Site Activities, Licensee agrees to (a) remove all such tools, equipment and other property from the Premises and (b) restore the Premises to the same condition as it was received by Licensee, in each case at Licensee's sole cost and expense. The On-Site Activities shall be conducted in compliance with any and all applicable laws, statutes, rules and regulations.

7.2 On the Access Dates, Licenser shall permit Licensee to use and fire a prop gun (the "Prop Gun") inside the Premises in connection with the On-Site Activities; provided that Licensee locks and secures the Prop Gun inside a case when it is not being used by Licensee. Licenser may withdraw permission to use the Prop Gun at any time ~~in Licenser's~~ if Licenser believes in its sole discretion that such use will subject the individuals in the Premises to imminent serious harm, injury or death. Any item used in connection with the Prop Gun must be fireproofed and certificates evidencing such fireproofing must be provided to Licenser prior to Licensee's use of the Prop Gun.

7.3 Licensee shall not use the name of Licenser or Licenser's affiliates in any advertising, publicity or promotional material in connection with the On-Site Activities, in works created in connection with the On-Site Activities, or otherwise, without Licenser's prior, written approval.

7.4 This Agreement represents the entire and integrated agreement between Licenser and Licensee and supersedes all prior negotiations, representations or agreements, either written or oral. Licensee may not assign this Agreement or any of its rights and obligations hereunder without the prior written consent of Licenser and any such attempted assignment shall be void. Notwithstanding the foregoing, Licensee shall have the unrestricted right to assign, license and otherwise transfer the rights in and to the photograph and recordings

made by Licensee in connection with the Program (or any parts thereof) to any other person or entity. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement may be amended only by a written instrument signed by both Licensor and Licensee. No term or provision of this Agreement may be waived by Licensor except in a writing signed by Licensor.

7.5 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles or rules. All disputes arising hereunder, unless resolved by mutual agreement of the parties, shall be resolved by the Supreme Court of the State of New York located in New York County. Licensee waives its right to a trial by jury.

7.6 The invalidity of any provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remaining parts and provisions of this Agreement. In the event of a conflict between the provisions of this Agreement and any exhibit, attachment or other document incorporated by reference in this Agreement, the provisions of this Agreement shall control. This Agreement may be executed in counterparts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have caused this Temporary Access and License Agreement to be duly executed as of the date first written above.

LICENSOR:

4 WORLD TRADE CENTER LLC

By: _____
Name:
Title:

LICENSEE:

WOODRIDGE PRODUCTIONS, INC.

By: _____
Name:
Title:

EXHIBIT 1

PRODUCTION SCHEDULE

Date(s)	Time (approximate)	Type of Activity
January 14, 2014		Preparatory Activities
January 15, 2014		Film Shoot
January 16, 2014		Restoration of Premises

EXHIBIT 2

LICENSEE SAFETY REQUIREMENTS

The following safety requirements shall form part of this Agreement and Licensee and each Licensee Party shall comply with such safety requirements at all times while on the Premises.

- 1) In order to enter the Premises, a representative of each Licensee Party shall sign in and attend for its entirety Licensor's safety orientation.
- 2) Each Licensee Party shall receive these safety requirements and complete and sign Licensor's Visitor Release form, which shall be provided to the Licensee prior to or on the Access Dates or the first day that each new Licensee Party individual enters the Premises.
- 3) Licensee shall be escorted by a representative of Licensor, and in some cases a representative of Tishman, at all times when on the Premises. In addition, at all times when on the Premises, Licensee must be accompanied by qualified safety personnel, approved by Licensor, in its sole discretion.
- 4) Prior to entering the Premises, Licensee shall give reasonable advance notice to Licensor. Licensor may, in its sole **reasonable** discretion, prohibit Licensee's access to the Premises at any time. Licensee shall be prohibited from inaccessible areas as defined under Occupation, Safety and Hazard Administration ("OSHA") requirements or areas that Licensor, Tishman Construction Corporation's ("Tishman") or DCM Erectors, Inc. ("DCM"), in their sole discretion, deem too hazardous to access safely.
 - a. At all times possible, Licensee shall avoid the use of ladders. If Licensee must use ladders then Licensee must coordinate such use with a representative of Licensor, Tishman or DCM and must maintain three (3) points of contact at all times when on the ladder.
- 5) Licensee shall be prohibited to enter any portion of the Premises if entry into such area requires that Licensee wear a harness.
- 6) Licensee acknowledges and understands that smoking and the use of drugs and alcohol are strictly prohibited at the Premises at all times.
- 7) Each Licensee Party must wear personal protective equipment at all times when engaged in construction operations or when requested by Licensor.

EXHIBIT 3

RATE SHEET

The following labor and business expenses rate sheet (the "Rate Sheet") shall form part of this Agreement. The Rate Sheet contains the projected rates for certain labor expenses that Licensor may charge Licensee. The rates included in the Rate Sheet are subject to applicable state and local taxes, which Licensee must pay at its sole cost and expense- unless exempt.

Labor	Projected Hourly Rate
Freight/Elevator/Hoist Operator	\$100 \$120*
Fire Warden	\$80 \$110*
Building Management Representative	\$60
Engineer	\$80.00 \$100.00*

Building Expenses	Daily Rate
Bathroom cleaning	\$200
Trash removal	TBD

* Overtime rate, which applies to any hours worked by an individual past an eight (8) hour shift and any time worked by an individual on Saturdays, Sundays or federally recognized holidays.

Licensor and Licensee agree that Exhibit 3 shall be inapplicable to this Agreement as the Fee is all-inclusive.

EXHIBIT 4

LICENSEE INSURANCE REQUIREMENTS

Licensor retains the right, in its sole discretion, to amend or waive part or all of any specific insurance requirement described in this Exhibit 4.

- 1) The following insurance coverages shall form part of this agreement and shall be maintained by Licensee and its vendors and its contractors and of every and any tier (for purposes of this **Exhibit 4**, the definition of Licensee shall be deemed to include such contractors), if any, at their own cost and expense. Licensor agrees that it shall be fully responsible, at its sole cost and expense, for any deficiency in the insurance limits of its contractors or its vendors or their failure to accept tender.
 - a) Commercial General Liability Insurance, as primary insurance, or together with an Umbrella/Excess Liability policy, with a combined minimum limit of no less than ~~\$5~~**\$10**,000,000 Combined Single Limit per occurrence in the aggregate per project or per location.
 - b) Automobile Liability Insurance including owned, non-owned and hired automobiles with a minimum limit of no less than \$1,000,000 per occurrence. Such policy shall include coverage for contractual liability.
 - c) Workers' Compensation Insurance providing Statutory Benefits, as required by applicable state law, and Employer's Liability Insurance with a limit of not less than \$1,000,000 for each accident per employee, \$1,000,000 per disease per employee and \$1,000,000 in the aggregate for disease or as required by State Law, whichever is greater. Workers' Compensation Insurance coverage may be provided by Licensee's payroll services company.
- 2) The Additional Insureds and any additional parties Licensor may from time to time designate shall be included as additional insureds without liability for payment of premium with respect to the insurance policies required pursuant to **Paragraphs 1(a)** and **1(b)**, for all activities undertaken by Licensee or its contractors or its vendors, if any, in connection with this contract.
- 3) All insurance policies shall be procured and maintained by Licensee, at Licensee's expense, or caused to be procured by its consultants, in forms and by insurance carriers authorized to do business in the State of New York with a minimum Best's rating of "A-VII" or better or with carriers that are acceptable, at the reasonable discretion of Licensor.
- 4) Licensee's insurance shall be primary insurance and shall not be considered contributory insurance with any insurance policies of the Additional Insureds and, for the purposes of this Agreement, these insurance coverages will apply as if the other insurance available to the Additional Insureds that covers such Additional Insureds as "named insured" do not exist. ~~Licensee's Umbrella/Excess Liability insurance policy must be endorsed to include~~

~~an "Excess Liability Policy Priority of Coverage" endorsement and a copy of such endorsement must be provided to Licensor along with Licensee's certificate of insurance.~~

~~Licensee must secure written contracts with all of its contractors of every and any tier that incorporates all of the requirements in this Exhibit 3, including naming all of the Additional Insureds, regardless of privity of contract.~~

- 5) Certificates of Insurance in favor of the Indemnified Parties or Binders will be given to Licensor as evidence of such continuous insurance coverages as outlined herein upon execution of this Agreement or prior to the first Access Date.
- 6) ~~Maximum deductible and/or Self Insured Retention on any individual policy required herein shall not exceed \$500,000 without the express approval of Licensor. The insurance limits set forth in the Exhibit 4 shall in no way limit Licensee's liability for any loss, cost, expense, claim, injury or damage as required under this Agreement.~~
- 7) Licensee shall be responsible for any and all deductibles. Licensee, and its insurance carriers (as respects Paragraphs 1(a) through 1(d) without exception) shall waive all rights of recovery and subrogation against all Additional Insureds for injury or damage arising out of Licensee's ongoing operations, including Workers' Compensation and all insurance policies providing coverage for equipment, vehicles, tools, personal property of all descriptions. ~~coverage within the "products and completed operations hazard."~~ All required insurances shall be endorsed to allow for such waiver of subrogation, without exception.

EXHIBIT 45

INDEMNITEES AND ADDITIONAL INSUREDS

Silverstein Properties, Inc.
Silverstein Development Corp.
The Port Authority of New York and New Jersey
Silverstein 2/3/4 WTC Redevelopment LLC
WTC Redevelopment LLC
World Trade Center Properties LLC
4 World Trade Center LLC
Net Lessees' Association of the World Trade Center
WTC Management and Development LLC
Silverstein WTC Mgmt. Co. LLC
Silverstein WTC Mgmt. Co. II LLC
Silverstein WTC Properties LLC
Silverstein WTC LLC
Silverstein WTC Management and Development LLC
4 WTC Holdings LLC
WTC Investors LLC
WTC Investors Management and Development LLC
World Trade Center Holdco LLC
4 WTC Mezz LLC

All contractors Enrolled in the 4 World Trade Center LLC Owner Controlled Insurance Programs