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**LEASE AND SUBLEASE**

**BETWEEN**

**THE**

**LOCAL REDEVELOPMENT AUTHORITY**

**FOR**

**NAVAL STATION ROOSEVELT ROADS**

**AND**

**NORTHERN ENTERTAINMENT**

**PRODUCTIONS LLC**

**LEASE AND SUBLEASE  
BETWEEN  
THE LOCAL REDEVELOPMENT AUTHORITY FOR  
NAVAL STATION ROOSEVELT ROADS  
AND  
NORTHERN ENTERTAINMENT PRODUCTIONS LLC**

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**LIST OF EXHIBITS**

- Exhibit “A”:** Map of Naval Station Roosevelt Roads
- Exhibit “B”:** Description of Lease Premises
- Exhibit “C”:** Lease in Furtherance of Conveyance
- Exhibit “D”:** Structures Proposed for Demolition
- Exhibit “E”:** Environmental Reports
- Exhibit “F”:** Unavailable Parking Areas at NSRR
- Exhibit “G”:** Form of Insurance
- Exhibit “H”:** Map of Building 737 and Building 386

**LEASE AND SUBLEASE  
BETWEEN  
THE LOCAL REDEVELOPMENT AUTHORITY FOR NAVAL  
STATION ROOSEVELT ROADS  
AND  
NORTHERN ENTERTAINMENT PRODUCTIONS LLC**

1       **THIS LEASE AND SUBLEASE** (the “Lease”) is made this 15<sup>TH</sup> day of May, 2013 (the  
2 “Effective Date”) by and between **THE LOCAL REDEVELOPMENT AUTHORITY FOR**  
3 **NAVAL STATION ROOSEVELT ROADS**, hereinafter called the “Lessor,” and  
4 **NORTHERN ENTERTAINMENT PRODUCTIONS LLC**, a Delaware limited liability  
5 company hereinafter called the “Lessee.” The Lessor and the Lessee may be referred to  
6 individually as a “Party” or collectively as the “Parties.”  
7

**WITNESSETH:**

8  
9  
10       **WHEREAS**, pursuant to Section 8132 of the Department of Defense Appropriations Act  
11 for Fiscal Year 2004 (Public Law No. 108-87; the “Appropriations Act”), the United States of  
12 America, acting by and through the Department of the Navy (the “Government”) was directed to  
13 close Naval Station Roosevelt Roads, Puerto Rico (“NSRR”) no later than six (6) months after  
14 the enactment of the Appropriations Act, and to do so pursuant to the procedures and authorities  
15 contained in the Defense Base Closure and Realignment Act of 1990, as amended (title XXIX of  
16 Public Law No. 101-510, 10 U.S.C. § 2687 note; the “Base Closure Act”); and  
17

18       **WHEREAS**, the Government closed NSRR on March 31, 2004; and  
19

20       **WHEREAS**, for purposes of disposition, NSRR was divided into three parcels, referred  
21 to as “Parcel 1”, “Parcel 2”, and “Parcel 3”, as identified on **Exhibit “A”** attached hereto; and  
22

23       **WHEREAS**, on December 21, 2011, the Lessor and the Government entered into that  
24 certain *Economic Development Conveyance Memorandum of Agreement between the United*  
25 *States of America acting by and through the Department of the Navy and the Local*  
26 *Redevelopment Authority for Naval Station Roosevelt Roads* (as amended, the “EDC  
27 Agreement”) to set forth the terms and conditions for the transfer from the Government to the  
28 Lessor of Parcel 3; and  
29

30       **WHEREAS**, on January 25-26, 2012, the Government transferred to the Lessor the  
31 approximately one thousand and three hundred and seventy (1,370) acres in Parcel 3 via  
32 quitclaim deeds and that certain *Lease in Furtherance of Conveyance between the United States*  
33 *of America and the Local Redevelopment Authority for Naval Station Roosevelt Roads* (as  
34 amended, the “LIFOC”); and  
35



**LEASE BETWEEN THE LRA AND NORTHERN ENTERTAINMENT PRODUCTIONS**  
**Page 3.**

1 Lease are followed. Lessor shall cooperate with Lessee to address any issues that may arise that  
2 limit the Lessee's access to the Lease Premises including cooperating with Lessee to ensure  
3 access through Gate 1 at all times for Lessee's employees and other production personnel,  
4 contractors, invitees and licensees. If the Puerto Rico police agree to an arrangement whereby  
5 Gate 3 can be opened and made available for Lessee's access to the Lease Premises, while  
6 maintaining the security of NSRR, then Lessor will permit such use consistent with such  
7 arrangement.

8  
9 1.3 Lessee shall have the sole and exclusive use of all parking lots that surround and  
10 are adjacent to each building contained in the Lease Premises. Lessee shall, on a first-come-  
11 first-served basis, have general use of all other parking lots at NSRR that are owned or leased by  
12 Lessor, except (i) those parking lots described in Exhibit "F" to this Lease, and (ii) those  
13 portions of parking lots for which Lessor grants exclusive parking rights to others and so notifies  
14 the Lessee in writing; provided that with respect to such parking lots, Lessor shall continue to  
15 reserve a reasonable amount of space that is available on a first-come-first-served basis at such  
16 parking lots or other parking lots in reasonable proximity to the same.

17  
18 1.4 Lessee shall have the right at no additional charge to use Building 737 and  
19 Building 386 at NSRR, as described on Exhibit "H," for purposes of establishing  
20 telecommunications connectivity, including connecting to telco connectivity at such buildings  
21 and installing satellite dishes and antennas at such buildings (and any towers adjacent to such  
22 buildings). Such use shall be non-exclusive and shall not interfere with any use by Lessor or  
23 other users with such Buildings as of the date hereof; provided that Lessor shall ensure that any  
24 use by Lessor or such other users on or after the date hereof shall not interfere with Lessee's use  
25 of such buildings for the limited purposes described above. Any Lessee required access to  
26 Building 737 or Building 386 shall be coordinated with Lessor in advance. The terms and  
27 conditions of this Lease applicable to the Lease Premises, including, but not limited to, Articles  
28 8, 16 and 18, will apply to the Lessee's use of Building 737 and Building 386.

29  
30 **ARTICLE 2**  
31 **TERM**

32  
33 2.1 This Lease shall begin on the Effective Date and shall terminate on May 31, 2014,  
34 unless sooner terminated or extended in accordance with the provisions of Article 15 hereof.

35  
36 **ARTICLE 3**  
37 **CONSIDERATION**

38  
39 3.1 Rent. Lessee shall pay the Lessor annual rent of Fifty Thousand Dollars  
40 (\$50,000.00) payable in equal monthly installments and pro-rated for partial months. The first  
41 payment shall be made to Lessor on the Effective Date and shall be in the amount of \$2,284.97.  
42 All subsequent payments shall be in the amount of Four Thousand, One Hundred and Sixty-Six  
43 Dollars and Sixty-Seven Cents (\$4,166.67) ("Monthly Rent"). The Monthly Rent shall be paid

**LEASE BETWEEN THE LRA AND NORTHERN ENTERTAINMENT PRODUCTIONS**  
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1 to Lessor on or before the first day of each month in the manner reasonably designated by  
2 Lessor. All sums shall be payable to the Lessor in lawful money of the United States of America  
3 without offset, abatement, counterclaim, or deduction, unless expressly permitted under this  
4 Lease. The above-stated rent is intended to be a "gross" all-in rent that includes all of Lessor's  
5 costs and expenses required to comply with the terms of this Lease and for the provision of  
6 utility services in accordance with Section 10.4.

7  
8 **3.2 Demolition of Two Structures.** Lessee has indicated that it would like to demolish  
9 the two structures identified on **Exhibit "D"**. The Lessee shall make this request, and the Lessor  
10 shall process this request, in accordance with the processes set forth in Section 8.1.1. In the  
11 event that the Government approves the demolition of the two structures identified on **Exhibit**  
12 **"D"**, the Lessor shall notify the Lessee in writing. Lessee shall pay to Lessor One Hundred and  
13 Fifty Thousand Dollars (\$150,000.00) within thirty (30) days of receipt of the Lessor's written  
14 notice to proceed with demolition. Any such demolition must be conducted in accordance with  
15 the terms and conditions set forth in this Lease.

16  
17 **3.3 Late Charges.** All payments that Lessee is required to make under this Lease shall  
18 bear interest from its due date until payment in full, at a rate of one percent (1%) over the prime  
19 rate charged by the principal commercial banks in the City of New York as of the date the  
20 payment is due. Should the Lessee fail to make a rent payment within ten (10) days after its due  
21 date, then Lessee shall also pay to Lessor a penalty to recover Lessor's administrative expenses  
22 and collection costs equal to (i) one hundred dollars (\$100.00) per day, or (ii) for each day the  
23 amount owed is past due, one half of one percent (0.05%) of the overdue amount, whichever is  
24 greater. Anything contained in this Section regarding the payment of overdue amounts shall not  
25 constitute an extension of the due date of any amount Lessee is obligated to pay under this Lease,  
26 nor shall it constitute a waiver of Lessee's obligation to pay such amounts as provided in this  
27 Lease. Notwithstanding the foregoing, no late penalty shall be payable by Lessee with respect to  
28 the first (1<sup>st</sup>) time in any twelve (12) month period during the term hereof (as the same may be  
29 extended) that Lessee is late in the payment of a rent payment hereunder.

30  
31 **ARTICLE 4**  
32 **USE OF LEASE PREMISES AND LESSEE'S RIGHTS**  
33

34 **4.1** The Lease Premises shall be used solely for the production and filming of the  
35 television production currently entitled "Crossbones". Such use includes (a) production offices,  
36 and (b) television/film production and related uses such as (i) production set, stage and location  
37 for filming, (ii) set construction, set dressing, mill work, welding, painting, plastering and all  
38 other functions customarily associated with the construction of sets in the television and motion  
39 picture industry, and (iii) warehouse and storage of production property, equipment, set dressing  
40 and related production matters (collectively, the "Permitted Uses"). Except as the Lessor and the  
41 Lessee may otherwise agree in writing, no other uses of the Lease Premises shall be permitted on  
42 the Lease Premises during the term of the Lease.  
43

**LEASE BETWEEN THE LRA AND NORTHERN ENTERTAINMENT PRODUCTIONS**  
**Page 5.**

1           4.2    Lessee may use the Lease Premises only for Permitted Uses in connection with  
2 the production and filming of the television production currently entitled "Crossbones."  
3

4           4.3    Subject to the terms and conditions of this Lease, Lessor hereby grants to Lessee  
5 the following rights during the term of this Lease: the right to cause equipment and persons to  
6 enter upon the Lease Premises as Lessee sees fit; the right to install and utilize temporary sets for  
7 production and to remove the same upon the termination or expiration of the term of this Lease;  
8 and the rights to photograph, videotape, film, and otherwise record visual images and sounds of  
9 the Lease Premises, including all items of personal property and decoration contained thereon for  
10 inclusion in the television production currently entitled "Crossbones."  
11

12           4.4    All rights of every kind (including, without limitation, all copyrights) in and to all  
13 photographs, film, video and sound recordings made by Lessee on the Lease Premises and their  
14 exclusive use in this or any other production or in the advertising or promotion throughout the  
15 universe in any and all media (whether now known or hereafter discovered) in perpetuity shall be  
16 and remain vested in the Lessee, its successors, assigns, and licensees, and neither Lessor nor  
17 any tenant or licensee or any other party having an interest in the Lease Premises shall have any  
18 claim or action against Lessee or any other party arising out of any use of the photographs, film,  
19 video and/or recordings. Without in any way limiting the foregoing, the Lessee shall have the  
20 unrestricted right to use, reuse, broadcast, exhibit, license, assign and otherwise dispose of (and  
21 to grant third parties the right to use, reuse, broadcast, exhibit, license, assign and otherwise  
22 dispose of) any and all of the photographs, film, video and sound recordings made by Lessee on  
23 the Lease Premises. Lessee shall have the unlimited and exclusive rights to own, exhibit, and  
24 exploit any and all scenes photographed or recorded at and of the Lease Premises throughout the  
25 universe in perpetuity and in all media, whether known or unknown.  
26

27           4.5    Lessee shall have the right to photograph, record and depict the Lease Premises  
28 and/or any part or parts thereof, accurately or otherwise, as Lessee may choose, using and/or  
29 reproducing the actual name, signs, logos, trademarks and other identifying features thereof  
30 and/or without regard to the actual appearance or name of the Lease Premises or any part or  
31 thereof, in connection with the production.  
32

33           4.6    Lessee will be allowed at no additional charge to use any part of the NSRR (i.e.,  
34 outside the Lease Premises) owned or leased by Lessor as on-camera locations provided that (i)  
35 the space is not specifically being rented or used by the Lessor or other parties, (ii) Lessee does  
36 not unreasonably interfere with the permitted use and quiet enjoyment of any other tenants or  
37 occupants of the NSRR, and (iii) Lessee provides at least seventy-two (72) hours written notice  
38 to Lessor (which can be done via e-mail). Lessor may object to Lessee's proposed use within  
39 forty-eight (48) hours of such request if such use will interfere with other activities or uses  
40 planned for that portion of NSRR or impact any environmental remediation or protected areas. If  
41 Lessor does not respond within such forty-eight (48) hours, then Lessor shall be deemed to have  
42 approved the use. The terms and conditions of this Lease applicable to the Lease Premises,

**LEASE BETWEEN THE LRA AND NORTHERN ENTERTAINMENT PRODUCTIONS**  
**Page 6.**

1 including, but not limited to, Articles 8, 16 and 18, will apply to the Lessee's use of such other  
2 portions of NSRR.

3  
4 4.7 Lessor acknowledges that Lessee's production activities are sensitive to  
5 Disturbances (as defined below) and that Lessor shall require that any other tenant, licensee or  
6 occupant of the Lessor at NSRR will coordinate with Lessee as to any anticipated Disturbance  
7 (as defined below) with ample prior notice to Lessor and Lessee so as to not unreasonably impact  
8 or disrupt Lessee's production or filming. "Disturbance" shall mean construction or other  
9 activities creating audible and/or physical noise, ground shaking or otherwise that may be  
10 conducted at levels deemed unreasonable given industry standards for productions.

11  
12 4.8 If Lessor intends to grant any other party a lease, license or other occupancy  
13 rights at the NSRR, then the following provisions shall apply:

14  
15 4.8.1 Lessor shall reasonably and in good faith consider Lessee's sensitive and  
16 critical production requirements when structuring such other arrangements.

17  
18 4.8.2 If Lessor intends to grant such rights with respect to any outdoor locations  
19 at the NSRR, then Lessor shall notify Lessee of the same and shall consider in good faith  
20 Lessee's interest in potentially using such outdoor locations in connection with Lessee's  
21 production pursuant to Section 4.6 of this Lease in an attempt to preserve such rights to some  
22 reasonable extent. Such good faith considerations may include, for example, Lessor reserving  
23 from such third party leasehold interest the right for Lessee to continue its non-exclusive use of  
24 such outdoor locations as filming locations.

25  
26 4.8.3 If Lessor intends to grant such rights which could materially interfere with  
27 Lessee's production activities (including, without limitation, interfering with views/lines of sight  
28 from Lessee's filming locations or creating other unreasonable interferences), then Lessor shall  
29 notify Lessee of the same and shall consider in good faith reasonable alternatives to minimize  
30 such interference.

31  
32 **ARTICLE 5**  
33 **ASSIGNMENT OR SUBLETTING**  
34

35 5.1 Lessee shall not assign, mortgage or encumber this Lease, or sublet all or any  
36 portion of the Lease Premises. Notwithstanding any provision of the Lease to the contrary,  
37 Lessee shall have the right to assign this Lease or sublease all or any portion of the Lease  
38 Premises to (i) any Person resulting from a merger, acquisition or a consolidation with Lessee or  
39 any Person purchasing substantially all of Lessee's assets or ownership interests or (ii) any  
40 Person which controls, is controlled by or is under common control with, Lessee without first  
41 obtaining Lessor's consent; provided, however, Lessee shall remain responsible for the  
42 performance of the Lease; and provided, further, Lessee shall give Lessor notice of any such  
43 assignment or sublease within thirty (30) days after the effective date of such assignment or

**LEASE BETWEEN THE LRA AND NORTHERN ENTERTAINMENT PRODUCTIONS**  
**Page 7.**

1 sublease. "Person" shall mean any natural person or persons, a partnership, a limited liability  
2 company, a corporation and any other form of business or legal association or entity.  
3

4 **ARTICLE 6**  
5 **CONDITION OF LEASE PREMISES**  
6

7 6.1 The Lease Premises are a former military installation that has been conveyed or  
8 leased to the Lessor from the Government for economic development purposes. The  
9 Government has provided the Lessor with the Environmental Reports, which the Lessor has  
10 provided to the Lessee, and the Lessor has no independent knowledge or information regarding  
11 the condition of the Lease Premises. The Lease Premises are delivered to the Lessee "as is,  
12 where is" without representation, warranty, or guarantee as to quality, quantity, character,  
13 condition, size, or kind, or that the same is in condition or fit to be used for any purpose for  
14 which it is intended, including no representation or warranty that such facilities or property  
15 comply with all applicable laws or codes. Nothing in this paragraph is intended to limit the  
16 Lessor's obligations under Article 10 hereof.  
17

18 6.2 At the termination of this Lease, Lessee shall turn over to the Lessor the Lease  
19 Premises in the same or better condition that existed on the Effective Date.  
20

21 6.3 The Lessee hereby agrees and acknowledges that it will remove any and all of the  
22 Lessee's equipment, sets, structures and props (none of which shall be deemed to be fixtures)  
23 from the Lease Premises at the termination of this Lease, unless written permission is granted by  
24 the Lessor in its sole discretion.  
25

26 **ARTICLE 7**  
27 **ENVIRONMENTAL REPORTS**  
28

29 7.1 The Government has prepared the environmental reports and deeds attached  
30 hereto as **Exhibit "E"** ("Environmental Reports") and made a part of this Lease. Lessee is  
31 hereby made aware of the notifications and restrictions contained in the Environmental Reports  
32 and shall comply with all restrictions set forth therein.  
33

34 **ARTICLE 8**  
35 **ALTERATIONS**  
36

37 8.1 Prior to undertaking any substantial construction, demolition, alterations,  
38 additions or improvements on the Lease Premises, the Lessee shall provide written notification to  
39 the Lessor's Executive Director or his or her authorized representative ("Alteration Notice")  
40 (electronic submissions are acceptable). The Alteration Notice must include a description of (i)  
41 the proposed alteration/demolition, (ii) architectural/engineering plans for the  
42 alteration/demolition stamped by a professional engineer licensed in Puerto Rico, and (iii) a plan  
43 to address the presence of any hazardous materials, pollutants, contaminants, lead-based paint or

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**Page 8.**

1 asbestos that may be encountered during the alteration/demolition. Lessee shall also promptly  
2 provide any additional information as may be requested by the Lessor or the Government.  
3 Except as provided in Section 8.1.2 and Section 8.1.5, the Lessee shall not be authorized to  
4 commence or cause to commence the alteration, demolition, or placement of the addition that is  
5 the subject of the Alteration Notice without Lessor's written approval.

6  
7 8.1.1 Alterations Within Sublease Areas. This Section applies to Alteration  
8 Notices provided for activities within Sublease Areas.

9  
10 8.1.1.1 Within four (4) business days of the receipt of an Alteration  
11 Notice, the Lessor shall either (i) notify Lessee of its disapproval of the request, or (ii) transmit  
12 the Lessee's request to the Government for approval and shall use prompt and best efforts to  
13 expedite the Government's approval. The Lessor shall promptly notify the Lessee of any  
14 response or request for additional information from the Government. In the event that the  
15 Government does not respond to Lessor within fifteen (15) days of receipt of the Lessor's  
16 notification, then the proposed addition or alteration is deemed approved by the Government,  
17 and the Lessor shall so notify the Lessee.

18  
19 8.1.1.2 The Lessee shall not conduct or permit its contractors or  
20 sublessees to conduct any subsurface excavation, digging, drilling or other disturbance of the  
21 surface of the Sublease Areas without the prior written approval of the Government in  
22 accordance with Section 13.8 of the LIFOC.

23  
24 8.1.2 Alterations Not Within Sublease Areas. This Section applies to Alteration  
25 Notices for activities not within Sublease Areas. Within four (4) business days of the receipt of  
26 an Alteration Notice, the Lessor shall notify the Lessee of its approval or disapproval of the  
27 request, or request any additional information needed to make an approval determination. In the  
28 event that the Lessor does not respond to Lessee within ten (10) days of receiving the Alteration  
29 Notice, then the proposed addition or alteration is deemed approved.

30  
31 8.1.3 The Lessee shall undertake any alteration/demolition, disposal of  
32 demolished structures, hazardous materials, pollutants, contaminants, lead-based paint or  
33 asbestos in full compliance with Federal law and the laws of the Commonwealth of Puerto Rico.  
34 Demolished structures, hazardous materials, pollutants, contaminants, lead-based paint or  
35 asbestos may not be disposed of on NSRR.

36  
37 8.1.4 The Lessee must obtain any permits for construction, demolition, or other  
38 activities that are required under applicable law.

39  
40 8.1.5 Notwithstanding the foregoing, Lessee shall have the right to make  
41 alterations and installations to the Lease Premises (including the Sublease Areas) that either (a)  
42 do not require a building permit and/or (b) are construction or installations of temporary sets for  
43 production that will be removed at the expiration of the term of this Lease, in either case without

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**Page 9.**

1 giving any Alteration Notice and without any consent from the Government or Lessor so long as  
2 (i) Lessee removes the same and repairs any damage caused by such removal prior to the  
3 expiration of the term hereof, (ii) such alterations and installations are made in compliance with  
4 all applicable legal requirements, and (iii) such alterations and installations do not (a) impact the  
5 structural integrity of any facility, (b) adversely affect human health or the environment, or (c)  
6 impact the Government's environmental remediation of any portion of the Sublease Areas.  
7

8 8.2 The Lessee shall not construct, or make or permit its sublessees or assigns to  
9 construct or make, any substantial alterations, additions, or improvements to, or installations  
10 upon, or otherwise modify or alter the Lease Premises in any way which may adversely affect  
11 the cleanup, human health, or the environment, without the prior written consent of the Lessor.  
12 Such consent may involve a requirement to provide the Lessor with a performance and payment  
13 bond satisfactory to it in all respects and other requirements deemed necessary to protect the  
14 interests of the Lessor. Upon termination, revocation, or surrender of this Lease, in whole or in  
15 part, the Lessee shall, at the Lessee's option, either:  
16

17 8.2.1 Promptly remove all alterations, additions, modifications, improvements,  
18 and installations, including, but not limited to, Lessee's or sublessee's trade fixtures, made or  
19 installed on the Lease Premises subject to the termination, revocation or surrender, and restore  
20 the same to the same or as good condition as existed on the date of this Lease, subject, however,  
21 to ordinary wear and tear; or  
22

23 8.2.2 Abandon such additions or alterations to the Lease Premises (but not  
24 Lessee's personal movable property), subject to the termination, revocation, or surrender in  
25 place, at which time title to said alterations, improvements, and additions shall vest in the Lessor;  
26 provided that Lessee may only abandon such additions or alterations to the extent that such  
27 additions or alterations render the Lease Premises in the same or better condition that existed on  
28 the Effective Date.  
29

30 8.3 Notwithstanding anything set forth herein to the contrary, Lessee or its sublessee  
31 may, at its (or their) sole discretion, remove any of its (or their) furniture, equipment, trade  
32 fixtures, sets and other personal property installed on the Lease Premises, provided, however,  
33 that Lessee shall repair any damage caused by such removal, subject, however, to ordinary wear  
34 and tear.  
35

36 8.4 The Lessee shall be liable for any loss of, or damage to, the Lease Premises  
37 incurred as a result of its use, except to the extent caused by Lessor's or the Government's  
38 negligence, willful misconduct or default under this Lease, and Lessee shall make such  
39 restoration or repair, or monetary compensation as may be reasonably directed by the Lessor for  
40 such damage or loss. In the event that any item or part of the Lease Premises shall require repair,  
41 rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this  
42 Section, the Lessee shall promptly give notice thereof to the Lessor and rebuild, replace or repair  
43 the items or items of the premises or facilities so lost or damaged. If the cost of such repair,

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**Page 10.**

1 rebuilding, or replacement exceeds the liability of the Lessee for such loss or damage, the Lessee  
2 shall, at Lessor's option, either (i) effect such repair, rebuilding or replacement and such excess  
3 of cost shall be funded by the Lessor on a pari passu basis with Lessee's funding, based upon the  
4 relative fault of Lessee, or (ii) the Lessee shall not be obligated to effect such repair, rebuilding  
5 or replacement and instead shall compensate the Lessor the amount that such repair, rebuilding  
6 or replacement would cost on a pari passu basis, based upon the relative fault of Lessee.

7  
8 **ARTICLE 9**  
9 **ACCESS BY LESSOR AND BY GOVERNMENT**

10  
11 9.1 Access by Lessor. At all reasonable times throughout the term of this Lease, the  
12 Lessor shall be allowed access to the Lease Premises for any purposes upon notice to the Lessee.  
13 The Lessor normally will give Lessee and any sublessee 24-hour prior notice of its intention to  
14 enter the Lease Premises unless it reasonably determines that entry is required for safety,  
15 environmental, operations or security purposes. Lessee shall have no claim against the Lessor on  
16 account of any entry onto the Lease Premises by the Lessor (including any officer or employee  
17 of the Lessor) or as otherwise permitted by law. All necessary keys to the Lease Premises  
18 occupied by the Lessee or any sublessee shall be made available to the Lessor upon request.  
19 Except when not reasonably possible due to an immediate safety, environmental, operations or  
20 security concern, during any access to the Lease Premises by Lessor, (i) such party so entering  
21 upon the Lease Premises shall at all times be accompanied by a representative of Lessee, and (ii)  
22 such party so entering upon the Lease Premises shall cause as little inconvenience, annoyance  
23 and disturbance to Lessee as may be reasonably possible under the circumstances and shall  
24 comply with all reasonable safety, security and crisis management policies and procedures as  
25 may then be in effect with respect to Lessee's operations in the Lease Premises. Except in the  
26 event of an emergency, no access by Lessor shall interrupt production or shall be made during  
27 filming, taping or rehearsals without the consent of Lessee.

28  
29 9.2 Access by the Government. The Government has reserved the right to access the  
30 Sublease Areas for any purposes upon notice to the Lessor and the right to access all of NSRR in  
31 any case in which an environmental response or corrective action is found to be necessary on the  
32 part of the United States pursuant to 42 U.S.C. § 9620(h)(4)(D)(ii). The Government normally  
33 will give Lessor and the Lessee 24-hour prior notice of its intention to enter the Lease Premises  
34 unless it determines that entry is required for safety, environmental, operations or security  
35 purposes. If the Government gives such notice to Lessor, Lessor shall promptly give Lessee  
36 notice (which shall be by email to [sally.harvey@nbcuni.com](mailto:sally.harvey@nbcuni.com)). Lessee shall have no claim  
37 against the Government, except for claims allowed for and limited by the Federal Tort Claims  
38 Act, 28 U.S.C. 2671, et seq., on account of any entry onto the Lease Premises by the  
39 Government (including any officer or employee of the Government) or as otherwise permitted by  
40 law, and Lessee shall have no claim against the Lessor for any such entry by the Government.  
41 All necessary keys to the Lease Premises occupied by the Lessee or any sublessee shall be made  
42 available to the Lessor or the Government upon request.

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**ARTICLE 10**  
**UTILITIES**

1  
2  
3  
4       10.1   The utility systems serving the Lease Premises were conveyed by the Government  
5 to the Lessor in an “as is” and “where is” condition. Accordingly, except as expressly set forth  
6 in this Article 10, the Lessor cannot make any representation, warranty, or guarantee as to  
7 quality, quantity, character, condition, size, or kind, or that the same is in condition or fit to be  
8 used for any purposes for which it is intended, and no claim for any allowance or deduction upon  
9 such grounds will be considered.

10  
11       10.2   Lessee shall have the right to install infrastructure for electrical, plumbing, life  
12 safety, HVAC and other required infrastructure and building systems (including electrical  
13 generators) so long as such installations are performed in compliance with law. Lessor will  
14 cooperate with Lessee in connection with obtaining any consents or approvals required for such  
15 installations. Lessee shall have the right to repair any utility infrastructure on land owned or  
16 leased by Lessor provided that (i) written notice is provided in advance to Lessor, (ii) that all  
17 provisions of this Lease, including, but not limited to, Articles 8, 16 and 18, apply to such  
18 repairs, and (iii) such repairs are performed in compliance with law and good maintenance  
19 practice, provided that the foregoing does not limit the Lessor’s obligations under Article 10  
20 hereof with respect to Existing Electric Service Buildings.

21  
22       10.3   To the extent any generators are located on the Lease Premises as of the Effective  
23 Date, the Lessee shall have the sole and exclusive right to use such generators at its sole cost and  
24 expense, so long as such use is in compliance with law. The Lessor makes no representations  
25 regarding, and has no obligations in connection with, the availability or use of any such  
26 generators; provided that (i) Lessor represents and warrants that Lessor has the right to grant  
27 Lessee the right to use such generators, free and clear of any third party interests, and (ii) Lessor  
28 will not remove such generators or otherwise claim an ownership interest or other interest in  
29 such generators.

30  
31       10.4   Utility Services.

32  
33       10.4.1 Water. Lessee may use the water systems and the water available on the  
34 Lease Premises without charge, it being understood that any utility costs or expenses that arise  
35 due to such usage shall be paid by Lessor. Lessor shall maintain water service at the Lease  
36 Premises during the term of this Lease.

37  
38       10.4.2 Electricity.

39  
40       10.4.2.1 Lessee shall have the right to use any electric service available  
41 at the Lease Premises in accordance with this Article 10.  
42

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1                   10.4.2.2    Within seven (7) days of the Effective Date, the Lessor and the  
2 Lessee shall participate in a joint inspection of the Lease Premises to determine (1) which  
3 areas/buildings within the Lease Premises currently have available electric service, and (2) if the  
4 instruments currently installed in such areas/buildings will accurately measure Lessee's  
5 consumption of electric service usage at the applicable portion of the Lease Premises.

6  
7                   10.4.2.2.1    As of the Effective Date, the Lessor is aware that  
8 the following buildings within the Lease Premises have electric service: (a) Building 31 as  
9 described on **Exhibit "B-5,"** and (b) the NEX Center as described on **Exhibit "B-1"** has 50%  
10 electrical capacity. Lessor shall ensure that the Church Area as described on **Exhibit "B-1"** will  
11 have electric service no later than June 1, 2013 (collectively, the foregoing buildings listed in this  
12 10.4.2.2.1 referred to as the "**Existing Electric Service Buildings**"). For such Existing Electric  
13 Service Buildings, Lessee shall have the right to use such electric service in accordance with this  
14 Article 10. The Lessor makes no representation that any other areas of the Lease Premises  
15 currently have, will have, or will continue to have electric service; provided that the Lessor shall  
16 not take any action that will intentionally result in any portion of the Lease Premises ceasing to  
17 have electric service. In addition, Lessor shall maintain the electric service at the Existing  
18 Electric Service Buildings during the term of this Lease.

19  
20                   10.4.2.2.2    If an area of the Lease Premises has electric  
21 service and the Parties agree that such existing instrument is in working order and will accurately  
22 measure Lessee's consumption of electric service usage at the applicable portion of the Lease  
23 Premises, the Lessor and the Lessee shall record a baseline reading at such existing instrument.

24  
25                   10.4.2.2.3    If an area of the Lease Premises has electric  
26 service and the Parties do not agree that such instrument is in working order, or, even if in  
27 working order, will not accurately measure Lessee's consumption of electric service usage at the  
28 applicable portion of the Lease Premises (e.g. because it also measures the consumption of  
29 another third party), the Lessor shall install, at its cost and expense, an instrument reasonably  
30 acceptable to both the Lessor and the Lessee to accurately measure Lessee's consumption of  
31 electric service usage at the applicable portion of the Lease Premises. Once installed, the Lessor  
32 and the Lessee shall record a baseline reading at such newly installed instrument. Until such  
33 time as Lessor installs such newly installed instrument in accordance with this Section  
34 10.4.2.2.3, Lessee shall have the right to use the electric service to such applicable portion of the  
35 Lease Premises without charge.

36  
37                   10.4.2.3    On or about June 30, September 30, December 30, and March  
38 30 of each year, as may be mutually agreed by the Parties, a representative of the Lessor and the  
39 Lessee shall obtain an electric service usage reading from each instrument on the Lease Premises  
40 (each, a "**Quarterly Reading**").

41  
42                   10.4.2.4    The cost of the electric service usage shall be computed  
43 following each Quarterly Reading by multiplying the Lessee's electric service usage during that

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1 quarter by the Puerto Rico Electric Power Authority (“**PREPA**”) cost per kilowatt for industrial  
2 users then in effect on the first day of the quarter (“**Electric Usage Cost**”).  
3

4 10.4.2.5 The Lessee will only be responsible for the payment of any  
5 Electric Usage Costs that are in excess of Fifty Thousand Dollars (\$50,000.00) per year (such  
6 year beginning on the Effective Date), it being understood that any Electric Usage Costs up to  
7 Fifty Thousand Dollars (\$50,000.00) per year shall be paid by the Lessor.  
8

9 10.4.2.6 In the event that the Electric Usage Cost exceeds Fifty  
10 Thousand Dollars (\$50,000.00) per year (such year beginning on the Effective Date), the Lessor  
11 or PREPA shall provide to Lessee an invoice reasonably substantiating the excess amounts owed  
12 by Lessee under this Section. Any such excess amount due from Lessee shall be paid by Lessee  
13 to Lessor or PREPA, as identified by Lessor, within thirty (30) days of receipt of such invoice.  
14

15 10.4.2.7 Lessor shall maintain and repair the instruments described in  
16 this Article 10 in good working order throughout the term of this Lease.  
17

18 10.4.2.8 If any Existing Electric Service Buildings ceases to have  
19 electric service and Lessor fails to repair and restore the same as required in this Article 10, the  
20 Lessee may, in addition to any other remedy it may have under this Lease, request to terminate  
21 the Lease with respect to such portion of the Lease Premises and relocate Lessee’s activities to a  
22 comparable building on NSRR that currently has electric service. If such a request is made, the  
23 Lessor shall, in good faith, use reasonable efforts to identify other suitable, unoccupied  
24 building(s) at NSRR for use by Lessee. The Parties shall enter an amendment to this Lease if  
25 such an alternate location is identified and suitable to both Parties at no additional rental or  
26 charge to Lessee.  
27

28 **ARTICLE 11**  
29 **RESTRICTIONS APPLICABLE TO SUBLEASE AREAS; LESSOR’S OBLIGATIONS**  
30 **UNDER THE LIFO**  
31

32 11.1 The Lessee must comply with all terms and conditions of the LIFO, which is  
33 attached hereto as **Exhibit “C”**, with respect to those portions of the Lease Premises which are  
34 within the Sublease Areas. While many of the provisions from the LIFO are restated in this  
35 Lease, not all provisions have been restated, and Lessee is responsible for compliance  
36 nonetheless except for the following provisions which shall not be incorporated into this Lease  
37 and which shall not bind Lessee:  
38

39 11.1.1 Articles 3, 6, 18, 20, 26, 27, 31, and 34,  
40

41 11.1.2 Sections 1.3 and 19.3.  
42



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1 secure the work site. The Lessor will promptly consult with the Government and the Lessee on a  
2 proposed course of action.

3  
4 12.3 The Lessee must not commit waste of any kind except as authorized in writing by  
5 the Lessor.

6  
7 **ARTICLE 13**  
8 **ENVIRONMENTAL PROTECTION PROVISIONS**  
9

10 13.1 The Lessee and its contractors and sublessees hereby assume all responsibility for  
11 protection of the environment to the extent required by Lessee's or its contractors' or sublessees'  
12 use of the Lease Premises. The Lessee and its contractors and sublessees shall be responsible for  
13 compliance with all applicable Federal, Commonwealth, and local laws, regulations, and  
14 standards that are or may become applicable to Lessee's activities on the Lease Premises.

15  
16 13.2 The Lessee and any sublessee shall be solely responsible for obtaining at its cost  
17 and expense any environmental permits which may be required for its operations under the  
18 Lease, independent of any existing permits held by the Lessor or the Government.

19  
20 13.3 The Lessee shall indemnify and hold harmless the Lessor and, with respect to  
21 activities within the portions of the Lease Premises contained within the Sublease Area, the  
22 Government, from any costs, expenses, liabilities, fines, fees, or penalties resulting from, or in  
23 any way predicated upon, discharges, emissions, spills, storage, and disposal occurring during  
24 the term of this Lease solely as a result of Lessee's or its sublessee's, contractor's,  
25 subcontractor's, guests', and invitee's acts, omissions in violation of this Lease or law, use or  
26 operations, or any other action by the Lessee or any sublessee, contractor, subcontractor, guest,  
27 and invitee giving rise to Lessor or Government liability, civil or criminal, or responsibility  
28 under Federal, Commonwealth, or local environmental laws, arising solely out of Lessee's,  
29 sublessee's, contractor's, subcontractor's, guests, and invitee's acts, omissions in violation of this  
30 Lease or law, use or operations of the Lease Premises. This provision shall survive the  
31 expiration or termination of this Lease, and the Lessee's obligations hereunder shall apply  
32 whenever the Lessor or Government incurs costs or liabilities solely as a result of the Lessee's,  
33 sublessee's, contractor's, subcontractor's, guests', and invitee's actions to the extent of the  
34 provisions of this Section 13.3.

35  
36 13.4 The Lessor's and Government's rights under this Lease specifically include the  
37 right for Lessor and Government officials, upon reasonable notice, to inspect the Lease Premises  
38 for compliance with environmental, safety, and occupational health laws and regulations,  
39 whether or not the Lessor or the Government is responsible for enforcing them. Such inspections  
40 are without prejudice to the right of duly constituted enforcement officials to make such  
41 inspections. Lessee shall have no claim on account of any entries against the Lessor, the  
42 Government, or any officers, agents, employees, contractors or subcontractors thereof. Any

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1 access or inspections under this Section 13.4 shall be subject to the provisions of Section 9.1 or  
2 Section 9.2 above, as applicable.

3  
4 13.5 If environmentally sensitive materials or substances are to be utilized, by or on  
5 behalf of Lessee, within the portions of the Lease Premises located within the Sublease Areas,  
6 and excluding those pre-existing on the Sublease Areas, the Lessee is responsible for providing a  
7 Hazardous Waste Management Plan to the Lessor for submission to the Government in  
8 accordance with Section 13.7.1 of the LIFOC.

9  
10 13.6 The Lessee, its contractors, and any sublessee shall, if required by Federal,  
11 Commonwealth or local law, have a completed and approved plan for responding to hazardous  
12 waste, fuel, and other chemical spills prior to the commencement of operations on the Lease  
13 Premises.

14  
15 13.7 Any air, land or water pollution that is released as the sole result of the Lessee's  
16 acts, omissions in violation of this Lease or law, use or operation of the Lease Premises, and  
17 which is not a result of Department of Defense activities, shall be the responsibility of the Lessee  
18 and its contractors or sublessees for reporting, containment, removal, and clean-up, as required  
19 by applicable law.

20  
21 13.8 The Government, the U.S. Environmental Protection Agency (EPA), the Puerto  
22 Rico Environmental Quality Board (PREQB), and the Lessor, and their officers, agents,  
23 employees, contractors, and subcontractors shall have the right, upon reasonable notice to the  
24 Lessee and any sublessee, to enter upon the Lease Premises for the purposes enumerated in this  
25 Section and for such other purposes consistent with any provision of the Administrative Order on  
26 Consent between the Navy and the Environmental Protection Agency, Region II under section  
27 7003 of the Resource Conservation and Recovery Act ("NSRR Consent Order") that may be  
28 required with respect to the Lease Premises and which provisions thereof the Lessee agrees to  
29 incorporate into this Lease (which access to the Lease Premises shall be subject to the provisions  
30 of Section 9.2 above to the extent not inconsistent with laws applicable to such access):

31  
32 13.8.1 To conduct investigations and surveys, including, where necessary,  
33 drilling, soil and water sampling, test pitting, testing soil borings and other activities related to  
34 the NSRR Consent Order that may be required in the future.

35  
36 13.8.2 To inspect field activities of the Government and its contractors and  
37 subcontractors in implementing the NSRR Consent Order that may be required in the future.

38  
39 13.8.3 To conduct any test or survey required by the EPA or PREQB related to  
40 the implementation of the requirements of the NSRR Consent Order or environmental conditions  
41 at the Lease Premises or to verify any data submitted to the EPA or PREQB by the Government  
42 relating to such conditions.



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1 activities for such extension term. If the Lessor determines that the Lessee's continued use of the  
2 existing Lease Premises is incompatible with its redevelopment activities, Lessor shall in good  
3 faith attempt to identify alternate locations within NSRR that will accommodate the Lessee;  
4 provided that Lessee has no express or implied obligation to consider such alternate locations. If  
5 an agreement is reached by the Parties to lease to the Lessee the existing Lease Premises or  
6 alternate locations within NSRR for an additional term, the Parties shall execute an amendment  
7 to this Lease. Any extended term through May 31, 2015, would be at the same rental rate and  
8 under the same terms and conditions as set forth herein, unless otherwise agreed to by the  
9 Parties.

10  
11 15.2 LIFO Termination. In the event that the Government terminates the LIFO or  
12 any portion thereof, this Lease shall automatically exclude any portion of the Sublease Area  
13 terminated by the Government under the LIFO; provided, however, this provision shall not  
14 apply if the reason for termination of the LIFO was conveyance of such portion of the Sublease  
15 Area to the Lessor by deed.

16  
17 15.3 Damage or Destruction.

18  
19 15.3.1 If there is any material damage to or destruction of the Lease Premises by  
20 fire, flood, tornado or the elements, Lessee shall have the right to terminate this Lease by  
21 delivering written notice thereto to Lessor within twenty (20) days after the occurrence of such  
22 damage or destruction. If only a portion of the Lease Premises is so destroyed, then Lessee shall  
23 have the right, alternatively, to terminate only a portion of the Lease Premises and, in such  
24 instance, the Monthly Rent shall be equitably abated based upon the portion of the Lease  
25 Premises which cannot be used by the Lessee.

26  
27 15.3.2 If this Lease is terminated pursuant to Section 15.3.1 hereof, Lessee shall  
28 be required to pay the Monthly Rent only up to the time of the occurrence of such damage or  
29 destruction, and the portion of any Monthly Rent paid in advance which covers a period of time  
30 subsequent to such occurrence shall be refunded by Lessor to Lessee. If this Lease is not  
31 terminated pursuant to Section 15.3.1 hereof, then the Monthly Rent shall be equitably abated  
32 based upon the portion of the Lease Premises which cannot be used by Lessee.

33  
34 15.4 Condemnation. If the Lease Premises or the access thereto is appropriated by  
35 condemnation proceedings, then this Lease shall terminate on the date of such appropriation. In  
36 such event, Lessor and Lessee shall have the right to pursue compensation and awards on their  
37 own behalf, to the extent applicable. If only a portion of the Lease Premises is appropriated by  
38 condemnation proceedings, then Lessee shall have the right, alternatively, to terminate only a  
39 portion of the Lease Premises and, in such instance, the Monthly Rent shall be equitably abated  
40 based upon the portion of the Lease Premises which cannot be used by Lessee.

41  
42 15.5 Default by Lessee; Remedies.

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1                   15.5.1 If Lessee:  
2

3                   15.5.1.1 Defaults in the payment of any installment of Monthly Rent  
4 and such default is not cured within five (5) days after written notice from Lessor specifying  
5 such default;  
6

7                   15.5.1.2 Defaults in the observance or performance of any of Lessee's  
8 other covenants hereunder (other than the covenant to pay Monthly Rent) and such default is not  
9 cured within thirty (30) days after written notice from Lessor specifying such default; provided,  
10 however, that if the default complained of shall be of such a nature that the same cannot be  
11 completely remedied or cured within such thirty-day period, then such default shall not be an  
12 enforceable default against Lessee for the purposes of this Section if Lessee shall have  
13 commenced curing such default within such thirty-day period and shall proceed with reasonable  
14 diligence and in good faith to remedy the default complained of;  
15

16                   15.5.1.3 Is adjudicated bankrupt or insolvent, has a receiver or trustee  
17 appointed for all or any of its business or assets, or suffers an order to be entered approving a  
18 petition filed against Lessee seeking reorganization of Lessee under the Federal Bankruptcy  
19 Laws or any other applicable law or statute of the United States or any State thereof; or  
20

21                   15.5.1.4 Makes an assignment for the benefit of creditors, files a  
22 voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement  
23 under the Federal Bankruptcy Laws or any other applicable law or statute of the United States or  
24 any State thereof, files a petition to take advantage of any insolvency act, or consents to the  
25 appointment of a receiver or trustee for all or any portion of its business or assets;  
26

27                   15.5.2 Then upon the happening of any one or more of such events of default and  
28 the expiration of any cure period specified herein, Lessor may, without further notice to Lessee  
29 and without further demand for Monthly Rent due or for the observance or performance of any  
30 of said covenants, terminate this Lease.  
31

32                   15.5.3 In the event of any termination of this Lease pursuant to Section 15.5.2  
33 above or by expiration, forfeiture, cancellation, surrender, operation of law, summary  
34 proceedings, issuance of a final court order, or otherwise, Lessor may re-enter the Lease  
35 Premises and remove Lessee, its agents, employees, licensees and any sublessees, and all of their  
36 property, using such force as may be reasonably necessary without being liable for prosecution  
37 or damages therefor, and thereupon Lessor shall be entitled to retain possession of the Lease  
38 Premises. In such event the Monthly Rent shall thereupon become due and payable up to the  
39 time of such termination, re-entry or dispossession, and Lessee shall also pay to Lessor's  
40 attorneys' fees, brokerage commissions and other reasonable costs in connection with regaining  
41 possession of the Lease Premises, restoring the Lease Premises to good condition and repair and  
42 re-letting the Lease Premises.  
43

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1 15.5.4 The rights and remedies granted to Lessor under this Lease shall be in  
2 addition to, not in lieu of, any rights or remedies available to Lessor at law or in equity.  
3 Notwithstanding any remedy to which Lessor may become entitled in equity or at law, Lessor  
4 hereby waives any right it may have to enjoin or seek to enjoin the development, production,  
5 exhibition, promotion and/or distribution of the television production currently entitled  
6 "Crossbones."  
7

8 15.6 DEFAULT BY LESSOR. If at any time during the term of this Lease, Lessor  
9 shall fail to (i) perform any of its obligations under this Lease, (ii) perform any of its obligations  
10 under the LIFOC and receives a notice of default from the Government in accordance with  
11 Section 15.2 of the LIFOC, (iii) make any payments required of it pursuant to this Lease or under  
12 the LIFOC, or (iv) make any mortgage, ground rent or other required payments on the Lease  
13 Premises (under the LIFOC or otherwise), then in any of such events Lessee may:  
14

15 15.6.1 If any such failure shall continue for a period of five (5) consecutive  
16 business days after Lessee gives written notice thereof to Lessor, perform such obligations and/or  
17 make such payments and deduct the cost thereof from the Monthly Rent; and  
18

19 15.6.2 If any such failure shall cause disruption in Lessee's normal business  
20 operations being conducted on the Lease Premises for a period of five (5) consecutive business  
21 days after Lessee gives written notice thereof to Lessor, abate the Monthly Rent for the period of  
22 such disruption; and  
23

24 15.6.3 If any such failure prohibits Lessee from conducting its normal business  
25 operations on the Lease Premises for a period of twenty (20) consecutive days after Lessee gives  
26 written notice thereof to Lessor, terminate this Lease; and  
27

28 15.6.4 Exercise any and all other rights and remedies available to Lessee at law  
29 or in equity.  
30

31 **ARTICLE 16**  
32 **INDEMNIFICATION BY LESSEE - LESSOR NON-LIABILITY**  
33

34 16.1 The Lessee shall indemnify, defend, and save the Lessor, and, with respect to the  
35 portions of the Lease Premises contained within the Sublease Areas, the Government, harmless,  
36 and shall require all sublessees to indemnify, defend, and save the Lessor and Government  
37 harmless, and shall pay all reasonable costs, reasonable expenses, and reasonable attorney's fees  
38 for all trial and appellate levels and post-judgment proceedings in connection with any fines,  
39 demands, suits, claims, actions, damages, judgment, liability, and causes of action of every  
40 nature whatsoever (civil or criminal) arising or growing out of, or in any manner connected with  
41 or predicated upon, the occupation or use of the Lease Premises by the Lessee and the  
42 employees, subtenants, agents, servants, guests, and invitees of the Lessee, including but not  
43 limited to, any fines, claims, demands, and causes of action of every nature whatsoever which

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1 may be made upon, sustained, or incurred by the Lessor or Government by reason of any breach,  
2 violation, omission, or non-performance of any term, covenant, or condition hereof on the part of  
3 the Lessee or the employees, subtenants, agents, servants, guests, or invitees of the Lessee;  
4 however, this indemnity shall not extend to matters to the extent arising from (i) the breach of  
5 this Lease by Lessor, (ii) the breach of the LIFOC by Lessor or Government, or (iii) the willful  
6 misconduct or negligence of the Lessor or the Government, its officials, agents, employees,  
7 contractors, guests or invitees. This covenant shall survive the termination of this Lease.

8  
9 16.2 The Lessee covenants that it will indemnify and save and hold harmless, and shall  
10 require all sublessees to indemnify and save and hold harmless, the Lessor, and, with respect to  
11 the portions of the Lease Premises contained within the Sublease Areas, the Government, and  
12 each of their officers, agents, and employees for and from any and all liability or claims for loss  
13 of or damage to any property owned by or in the custody of the Lessee, its officers, agents,  
14 servants, employees, subtenants, licensees, or invitees, or for the death of or injury to any of the  
15 same which may arise out of or be attributable to the condition, state of repair or the Lessee's use  
16 or occupancy of the Lease Premises, whether or not the same shall be occasioned by the  
17 negligence or lack of diligence of the Lessee, its officers, agents, servants, subtenants or  
18 employees; however, this indemnity shall not extend to matters to the extent caused by (i) the  
19 breach of this Lease by Lessor, (ii) the breach of the LIFOC by Lessor or Government, or (iii)  
20 the willful misconduct or negligence of the Lessor or the Government, its officials, agents,  
21 employees, contractors, guests or invitees.

22  
23 16.3 Nothing in this Article 16 or elsewhere in this Lease shall entitle Lessor,  
24 Government or Lessee to consequential, punitive, special or indirect damages or lost profits.

25  
26 **ARTICLE 17**

27 **LESSEE'S LIABILITY EXTENDS TO ITS CONTRACTORS AND SUBLESSEES**

28  
29 17.1 The Lessee's liability to the extent assumed under this Lease shall extend to the  
30 performance of work or the use of the Lease Premises by any contractor or sublessee of the  
31 Lessee under this Lease.

32  
33 **ARTICLE 18**  
34 **INSURANCE**

35  
36 18.1 Lessee's Insurance. During the entire period that this Lease shall be in effect, the  
37 Lessee shall carry and maintain insurance with the minimum coverages and amounts as  
38 described in **Exhibit "G"** attached hereto.

39  
40 18.2 Lessee's Contractors and Sublessee's Insurance. During the entire period that this  
41 Lease shall be in effect, the Lessee shall require its contractors and sublessees and any contractor  
42 performing work on the Lease Premises to carry and maintain the insurance required below:  
43



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1 the Lessor, unless expressly agreed in writing. To the extent any such liabilities or claims arise  
2 during or after the term of this Lease, the Lessee agrees to indemnify, defend and save the Lessor  
3 and the Government harmless and shall pay all fines, claims, demands, reasonable costs,  
4 reasonable expenses, and reasonable attorney's fees for and from any and all liabilities or claims.  
5 This covenant shall survive the termination of this Lease.

6  
7 19.2 Sections 19.1 and 19.2 of the LIFOC apply to the Lessee's activities on the  
8 Sublease Areas to the extent required by law.

9  
10 **ARTICLE 20**  
11 **SUBMISSION OF NOTICES**

12  
13 20.1 Notices. Notices shall be sufficient under this Lease if made in writing and  
14 submitted, via certified mail or via a recognized overnight carrier, in the case of the Lessor to:

15  
16 Executive Director  
17 Local Redevelopment Authority for Naval Station Roosevelt Roads  
18 400 Calaf St.  
19 PMB #456  
20 San Juan, PR 00918-1314  
21 (787) 294-0101

22  
23 With a copy to:

24  
25 George Schlossberg, Esq.  
26 Kutak Rock LLP  
27 1101 Connecticut Avenue, NW  
28 Suite 1000  
29 Washington, D.C. 20036  
30 (202) 828-2418

31  
32 and, in the case of the Lessee, to:

33  
34 Northern Entertainment Productions LLC  
35 100 Universal City Plaza  
36 Universal City, CA 91608  
37 Attention: Jerry DiCanio

38  
39 With a copy to:

40  
41 NBCUniversal Media, LLC  
42 30 Rockefeller Plaza  
43 New York, New York 10112



**LEASE BETWEEN THE LRA AND NORTHERN ENTERTAINMENT PRODUCTIONS**  
**Page 25.**

1 obligation of the Lessee enforceable against the Lessee in accordance with its terms (except as  
2 enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium  
3 and other similar laws affecting the enforcement of the rights of creditors generally and the  
4 application of equitable principles in any proceeding, whether at law or in equity).

5  
6 21.1.4 There is no action, suit, proceeding or investigation pending or, to the  
7 Lessee's knowledge, threatened against the Lessee before any court, administrative agency,  
8 arbitrator or governmental body that (a) relates to any of the transactions contemplated by this  
9 Lease, or (b) either in any one instance or in the aggregate, if determined against the Lessee,  
10 would reasonably be likely (i) to conflict with the terms of this Lease or of any action taken or to  
11 be taken in connection with the obligations of the Lessee contemplated herein, (ii) to materially  
12 and adversely affect the Lessee's business, assets, operations or condition (financial or  
13 otherwise), taken as a whole, or (iii) to materially and adversely affect the ability of the Lessee to  
14 perform its obligations under this Lease.

15  
16 21.1.5 The Lessee is not in default with respect to any order or decree of any  
17 court or any order, rule, regulation or demand of any Federal, Commonwealth, municipal, or  
18 governmental agency, which default would reasonably be likely to materially and adversely  
19 affect the Lessee's ability to perform its obligations under this Lease or the transactions  
20 contemplated hereby.

21  
22 21.2 In consideration of the rights, benefits and privileges inuring to the benefit of the  
23 Lessor from this Lease, the Lessor hereby represents, warrants and covenants to the Lessee that:

24  
25 21.2.1 The Lessor's signing, delivery and performance of this Lease and its  
26 consummation of the transactions contemplated hereby have been duly and validly authorized by  
27 all necessary action on the part of the Lessor. To the Lessor's knowledge, neither its signing and  
28 delivery of this Lease, nor its consummation of the transactions herein contemplated, nor its  
29 compliance with the provisions hereof, will conflict with or result in a breach of, or constitute a  
30 default under, (a) any of the provisions of any law, governmental rule, regulation, judgment,  
31 decree or order binding on the Lessor or its properties, (b) the constituent documents of the  
32 Lessor, or (c) any of the provisions of any indenture, mortgage, contract or other instrument to  
33 which the Lessor is a party or by which it or any of its properties is bound, or result in the  
34 creation or imposition of any lien, charge or encumbrance upon any of its properties pursuant to  
35 the terms of any such indenture, mortgage, contract or other instrument.

36  
37 21.2.2 Except as explicitly set forth herein, Lessor does not require any other  
38 approvals or consents from any third parties (including, without limitation, its Board of Directors  
39 or any other Puerto Rican government entities) to enter into this Lease to provide Lessee with the  
40 rights granted to Lessee hereunder.

41  
42 **ARTICLE 22**  
43 **AGREEMENT**

**LEASE BETWEEN THE LRA AND NORTHERN ENTERTAINMENT PRODUCTIONS**  
**Page 26.**

1  
2 22.1 This Lease may be amended or modified, and the terms hereof may be waived,  
3 only by a written instrument signed by each Party, or, in the case of a waiver, by the Party  
4 waiving compliance. Except where a specific period for action or inaction is provided herein, no  
5 failure on the part of either Party to exercise, and no delay on the part of either Party in  
6 exercising, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall  
7 any waiver on the part of either Party of any such right, power or privilege, or any single or  
8 partial exercise of any such right, power, or privilege, preclude any other or further exercise  
9 thereof or the exercise of any other right, power, or privilege.

10  
11 **ARTICLE 23**  
12 **FAILURE TO INSIST ON COMPLIANCE**  
13

14 23.1 The failure of the parties to insist, in any one or more instances, upon  
15 performance of any of the terms, covenants, or conditions of this Lease shall not be construed as  
16 a waiver or relinquishment of such Party's right to the future performance of any such terms,  
17 covenants, or conditions, and such Party's obligations in respect of such future performance shall  
18 continue in full force and effect.

19  
20 **ARTICLE 24**  
21 **DISPUTES**  
22

23 24.1 If a dispute arises under this Lease, the following procedures shall apply: (1)  
24 Either Party may invoke this dispute resolution procedure, (2) The Parties shall make reasonable  
25 efforts to informally resolve disputes at the lowest level prior to the issuance of a formal written  
26 statement of dispute under the procedures set forth below, and (3) Both Parties shall abide by the  
27 terms and conditions of any final resolution of the dispute.

28  
29 24.2 Within thirty (30) days after any action which leads to or generates a dispute or  
30 after efforts to informally resolve a dispute have failed, either Party may submit a written  
31 statement of dispute to the other Party setting forth the nature of the dispute, the work affected by  
32 the dispute, the disputing Party's technical and legal position regarding the dispute, and the relief  
33 requested. The Executive Director of the Lessor and the EVP Production Operations of Northern  
34 Entertainment Productions LLC, shall serve as Dispute Resolution Managers for their respective  
35 Party. The written statement of dispute shall be mailed by the Dispute Resolution Manager for  
36 the disputing Party to the Dispute Resolution Manager for the other Party.

37  
38 24.3 The Dispute Resolution Managers shall have twenty-one (21) working days to  
39 resolve the dispute from the date of receipt of the written statement of dispute. The resolution of  
40 the dispute shall be memorialized in writing.

41  
42 24.4 The parties shall diligently perform under this Lease pending the completion of  
43 these dispute resolution procedures.





**LEASE BETWEEN THE LRA AND NORTHERN ENTERTAINMENT PRODUCTIONS**  
**Page 29.**

1 would require Lessee to incur a material cost or expense (in either case unless such laws, rules,  
2 or regulations relate to the specific manner in which Lessee is conducting business or performing  
3 alterations at the Lease Premises), then Lessee shall have the right, in its sole discretion, to either  
4 (i) terminate this Lease ten (10) days after written notice thereof is given to the Lessor or (ii)  
5 terminate this Lease with respect only to the portion of the Lease Premises that is the subject of  
6 the requirement, in which case the Lease Premises shall be modified and Monthly Rent thereafter  
7 shall be pro-rated based upon the square footage of space returned to Lessor. Lessee, at its own  
8 expense, in its own name and, whenever necessary (and with Lessor's consent, which consent  
9 shall not be unreasonably withheld), in Lessor's name, may (but shall not be obligated to)  
10 contest, in any manner permitted by law, the validity or enforcement of any such law, rule or  
11 regulation and may defer compliance therewith pending such contest (which contest shall be  
12 diligently prosecuted by Lessee), provided that (i) such noncompliance shall not subject Lessor  
13 to criminal prosecution, (ii) Lessor's estate in the Lease Premises shall not be subject to sale or  
14 be in jeopardy by reason of such noncompliance, and (iii) Lessee first shall deliver to Lessor an  
15 agreement by Lessee to protect and indemnify Lessor against any loss or injury by reason of such  
16 noncompliance. Such contest may include appeals from any judgments, decrees or orders until a  
17 final determination is made by a court or governmental department or authority having final  
18 jurisdiction in the matter. Lessor, without expense or liability to it, shall cooperate with Lessee  
19 and execute any documents or pleadings required for such contest, provided that Lessor shall be  
20 reasonably satisfied that the facts set forth in such documents or pleadings are accurate.

21  
22 **ARTICLE 32**  
23 **MISCELLANEOUS**  
24

25 32.1 The covenants and agreements contained in this Lease shall be binding on the  
26 parties and their respective successors and assigns, and shall survive the expiration or early  
27 termination of this Lease. Upon any sale or other transfer by Lessor of its interest in the Lease  
28 Premises, Lessor shall be released from any further obligation under this Lease so long as the  
29 purchaser or transferee expressly assumes all obligations of Lessor hereunder. This Lease is the  
30 entire agreement between the Parties. This Lease may only be modified by a written instrument  
31 signed by the Parties. The submission of this Lease for examination shall not in any way  
32 constitute an offer to lease by Lessor and this Lease shall not be binding on either Party until  
33 duplicate originals of this Lease have been signed by and delivered to each of the parties.  
34

35 32.2 Time is of the essence in connection with the Lessor's and Lessee's performance  
36 and observance of all of the terms and provisions of this Lease.  
37

38 32.3 This Lease may be executed in multiple counterparts and/or with the signatures of  
39 the Parties set forth on different signature sheets and all such counterparts, when taken together,  
40 shall be deemed one original.  
41

42 32.4 This Lease is intended and agreed to be solely for the benefit of the Parties and  
43 their permitted successors and permitted assigns and no other Person, other than the indemnified

**LEASE BETWEEN THE LRA AND NORTHERN ENTERTAINMENT PRODUCTIONS**  
**Page 30.**

1 parties expressly identified in this Lease, shall be entitled to rely on or be deemed to accrue any  
2 benefit, claim or right of any kind whatsoever pursuant to, or be a third party beneficiary under,  
3 by or through, this Lease.  
4

5 32.5 In the event any one or more of the provisions contained in this Lease shall, for  
6 any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity,  
7 illegality, or unenforceability shall not affect any other provision of this Lease. Each part of this  
8 Lease is intended to be severable.  
9

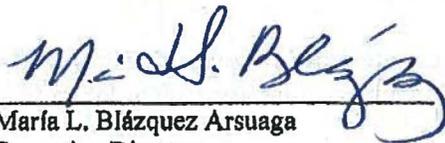
10 32.6 This Lease may be executed in multiple counterparts and/or with the signatures of  
11 the Parties set forth on different signature sheets and all such counterparts, when taken together,  
12 shall be deemed one original.  
13

14 **[Signature Pages Follow]**

**LEASE BETWEEN THE LRA AND NORTHERN ENTERTAINMENT PRODUCTIONS**  
**Page 31.**

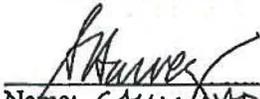
**In Witness Whereof, the Parties, intending to be legally bound, have caused their duly authorized representatives to execute and deliver this Lease and Sublease as of the Effective Date set forth above.**

**LOCAL REDEVELOPMENT AUTHORITY FOR  
NAVAL STATION ROOSEVELT ROADS**

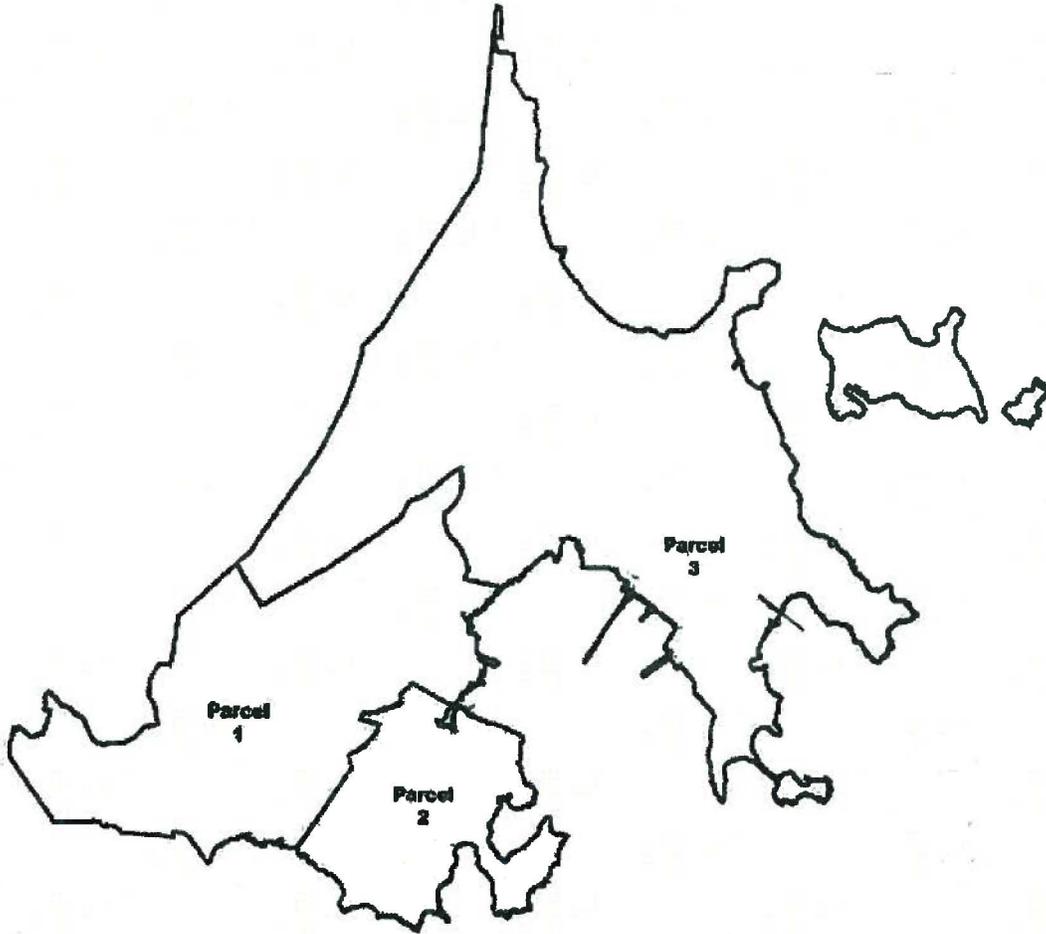
  
\_\_\_\_\_  
María L. Blázquez Arsuaga  
Executive Director

May 14, 2013

**NORTHERN ENTERTAINMENT PRODUCTIONS LLC**

  
\_\_\_\_\_  
Name: SALLY HARVEY, SR VP, PRODUCTION  
Title: MAY 14, 2013

**Exhibit "A"**  
**Map of Naval Station Roosevelt Roads**



**Exhibit "B"**  
**Description of Lease Premises**



**Exhibit B-1**



**Exhibit B-2**



**Exhibit B-3**



**Exhibit B-4**



**Exhibit B-5**

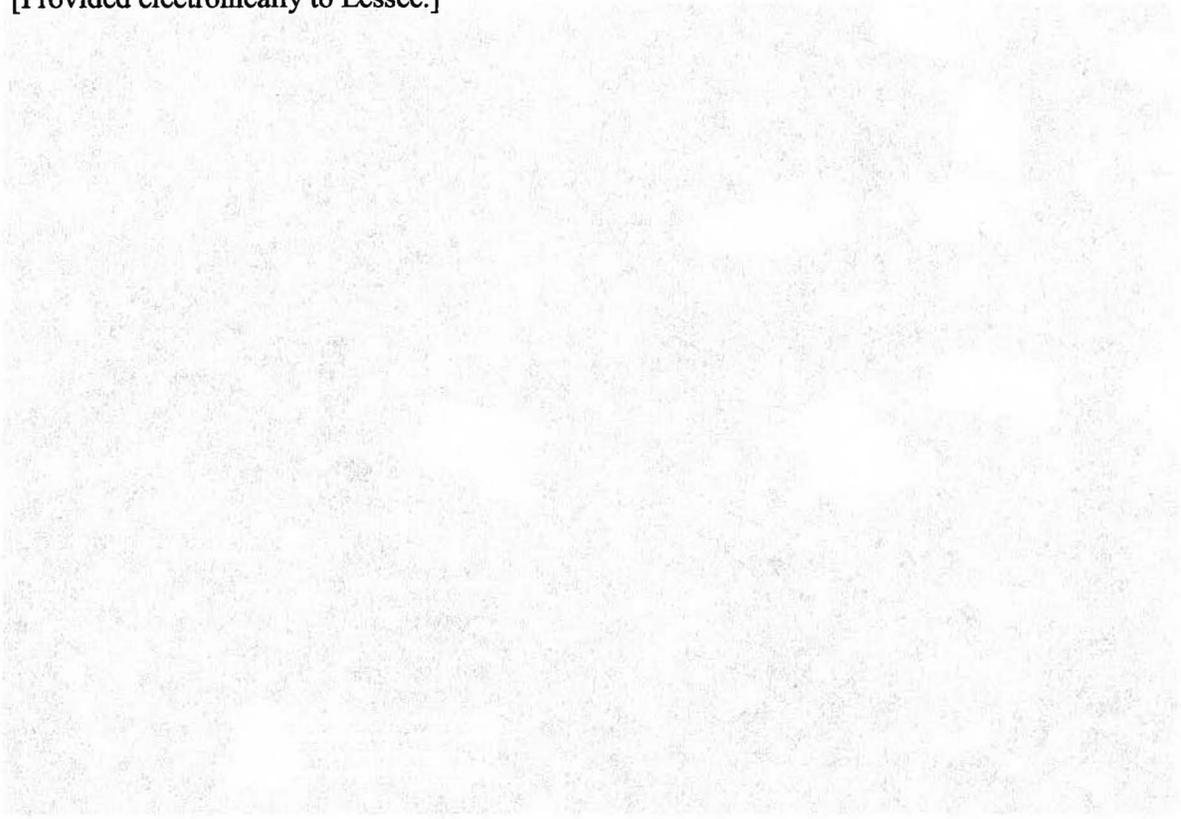


**Exhibit B-6**



**Exhibit "C"**  
**Lease in Furtherance of Conveyance**

[Provided electronically to Lessee.]

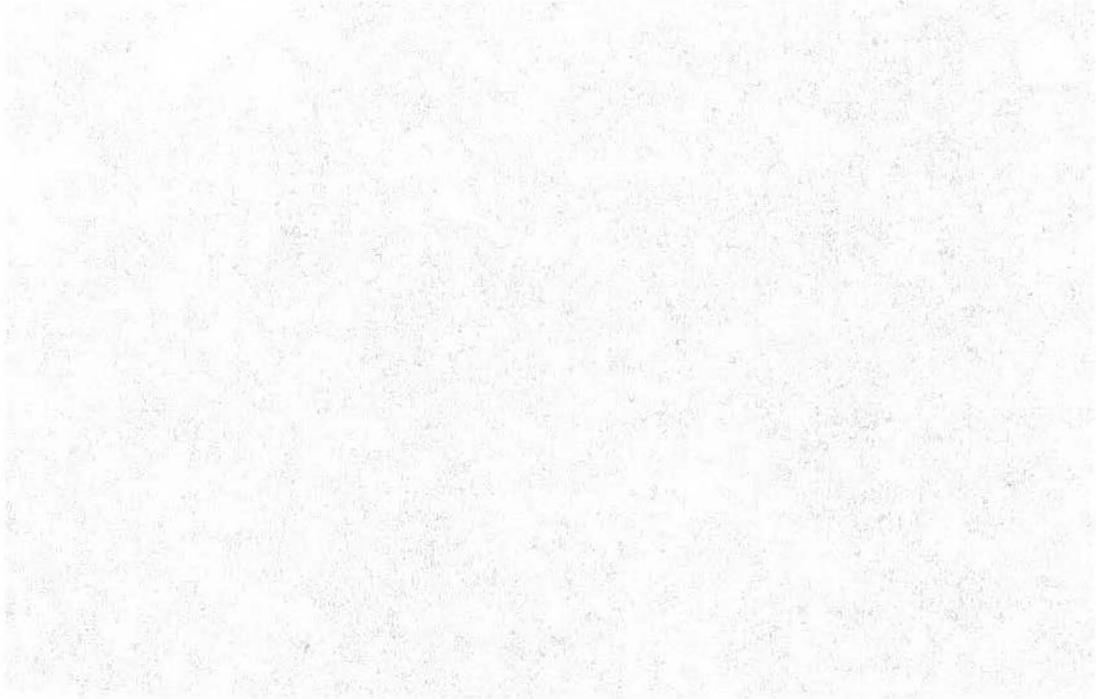


**Exhibit "D"**  
**Structures Proposed for Demolition**



**Exhibit "E"**  
**Environmental Reports**

[Provided electronically to Lessee.]



**Exhibit "F"**  
**Unavailable Parking Areas at NSRR**



 Denotes unavailable parking



**ACORD CERTIFICATE OF LIABILITY INSURANCE**

Date (MM/DD/YYYY)  
03/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY ASSERT, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ADONALBERT G. RUBEN INSURANCE SERVICES, INC. 15303 VENTURA BOULEVARD, SUITE #1200 SHERMAN OAKS, CA 91403 - 5817 LICENSE S 000034	Contact Name: Phone: (AAC, No. Call): Email Address:	Fax (AAC, No.): _____ _____ _____
	Insurer's Attending Coverage	
<b>INSURED</b> NBCUNIVERSAL MEDIA LLC AND ITS SUBSIDIARIES 100 UNIVERSAL CITY PLAZA UNIVERSAL CITY, CA 91608	INSURER A:	Atlantic Specialty Insurance Company
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

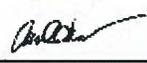
COVERAGES      CERTIFICATE NUMBER      REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      LIMITS SHOWN ARE AS REQUESTED.

TYPE OF INSURANCE	AGL NO.	SUB NO.	POLICY NUMBER	POLICY EXP (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ PERSONAL & ADV BLIARY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ MED EXP - ANY ONE PERSON \$ OCCURRED UNCLE LIMIT (Per accident) \$ BODILY BILIARY (Per person) \$ BODILY BILIARY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS      SCHEDULED AUTOS HIRED AUTOS      NON-SCHEDULED AUTOS Uninsured Lib <input checked="" type="checkbox"/> OCCUR Excess Lib      CLAIMS-MADE DEDUCTIBLE      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ UNCL UNCLE \$ BODILY BILIARY (Per person) \$ BODILY BILIARY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY EMPLOYER/EMPLOYEE/INDEPENDENT CONTRACTOR EXCLUDED? (Check only if NA) If yes, describe under DESCRIPTION OF OPERATIONS below						(No. Employees)      Other E.L. Each Accident \$ E.L. Claims - EA Employees \$ E.L. Claims - Policy Limit \$
<b>OTHER</b> Property Non Owned / Hired Auto PD Third Party Property Damage			MP00163-03	01/01/13	01/01/14	Limits of Liability \$5,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Show Name: CROSSBONES  
 Production Entity: NORTHERN ENTERTAINMENT PRODUCTIONS LLC  
 Description of Equipment: Roosevelt Roads Naval Station

REMARKS: SUBJECT TO ITS TERMS AND CONDITIONS, THE ABOVE REFERENCED POLICY INCLUDES CERTIFICATE HOLDER AS LOSS PAYEE BUT ONLY AS REQUIRED BY THE CONTRACT WITH THE NAMED INSURED OR ANY OF ITS SUBSIDIARY PRODUCTION ENTITIES.

<b>CERTIFICATE HOLDER</b> Local Redevelopment Authority for Naval Station Roosevelt Roads 400 Catal St., PMB #456, San Juan, PR 00918-1314  United States of America, Acting by and through the Department of the Navy BRAC Program Management Office Southeast 4130 Faber Place Drive, Suite 202, North Charleston, SC 29405	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

ACORD 25 (2010/05)      1988 - 2010 © ACORD CORPORATION All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/19/13

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797  298523-NELU-CAS-12-13  <b>INSURED</b> NECL Universal Media, LLC Its Parents and Its Subsidiaries 30 Rockefeller Plaza New York, NY 10112	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Insurance Co.</td> <td>19445</td> </tr> <tr> <td>INSURER B: ACE Property And Casualty Ins Co</td> <td>20689</td> </tr> <tr> <td>INSURER C: Insurance Company Of The State Of PA</td> <td>19429</td> </tr> <tr> <td>INSURER D: New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Insurance Co.	19445	INSURER B: ACE Property And Casualty Ins Co	20689	INSURER C: Insurance Company Of The State Of PA	19429	INSURER D: New Hampshire Insurance Company	23841	INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														

### COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE LTR	TYPE OF INSURANCE	AUTO/BI/WH/OTR (WWW)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GL9C4S211	12/01/2012	12/01/2013	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPROP AGG \$ 10,000,000 **SEE ATTACHED \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CA5196176 (AOS) CA5196176 (MA)	12/01/2012 12/01/2012	12/01/2013 12/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		XOO G2/049175	12/01/2012	12/01/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OF FICER/ MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 018112519 WC 018112521 WC 018112522	12/01/2012 12/01/2012 12/01/2012	12/01/2013 12/01/2013 12/01/2013	<input checked="" type="checkbox"/> WC STAT- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Show Name: **CROSSBONES**  
 Production Entity: **NORTHERN ENTERTAINMENT PRODUCTIONS LLC**  
 Location or Description of Equipment: **Roosevelt Roads Naval Station**  
 Please refer to page 2 for additional coverage information/certificate holder information.

<b>CERTIFICATE HOLDER</b> Local Redevelopment Authority for Naval Station Roosevelt Roads 400 Catal St., PMB #456, San Juan, PR 00918-1314  United States of America, Acting by and through the Department of the Navy BRAC Program Management Office Southeast 4130 Faber Place Drive, Suite 202, North Charleston, SC 29405	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Muthusjee <i>Manashi Muthusjee</i>
---	---

AGENCY CUSTOMER ID: 298523

LOC #: Philadelphia



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED NBCUniversal Media, LLC Its Parents and Its Subsidiaries 30 Rockefeller Plaza New York, NY 10112	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

SUBJECT TO THE TERMS AND CONDITIONS, THE GENERAL, AUTOMOBILE AND UMBRELLA LIABILITY POLICIES INCLUDE THE CERTIFICATE HOLDER AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT.

THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICIES PROVIDE COVERAGE FOR USL&H AND JONES ACT COVERAGE AND "ALL STATES" ENDORSEMENT.

THE GENERAL LIABILITY POLICY PROVIDES COVERAGE FOR XCU, PRODUCTS/COMPLETED OPERATIONS HAZARD, BROAD FORM PROPERTY DAMAGE, BLANKET CONTRACTUAL, ADVERTISING LIABILITY, INDEPENDENT CONTRACTORS, SEPARATION OF INSUREDS, PERSONAL INJURY, PREMISES/ONGOING OPERATIONS AND BLANKET ADDITIONAL INSURED.

THE GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES INCLUDES A WAIVER OF SUBROGATION THAT APPLIES TO ANY PERSON OR ORGANIZATION WHERE REQUIRED BY CONTRACT WE ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

THIS INSURANCE WILL APPLY AS PRIMARY INSURANCE WHERE REQUIRED BY CONTRACT, AND ANY OTHER INSURANCE ISSUED TO SUCH ADDITIONAL INSURED SHALL APPLY AS EXCESS AND NONCONTRIBUTORY INSURANCE.

ADDITIONAL CERTIFICATE HOLDERS INCLUDE:

**Exhibit "H"**  
**Map of Building 737 and Building 386**

