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New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
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December 18, 2015

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a Sole Source no cost contract with Engel Entertainment Inc. New York, New York 10018 to develop and produce television programming from the date of Governor and Council approval to an end date as outlined in Sections 2 and 3 of the production contract.

Explanation

In April of this year, NHFG was contacted by Engel Entertainment, Inc., a film and television production company based out of New York, NY. NHFG and Engel Entertainment have reached a contractual agreement to develop and produce programming involving the work of conservation officers and employees of the Department. Engel Entertainment currently produces the hit television series, *Northwoods Law*, on Animal Planet Television Channel featuring the work of the Maine Warden Service and staff from the Maine Department of Inland Fisheries and Wildlife. The show has aired successfully for four years and seven production seasons. It chronicles the daily activities of the Wardens and their responsibilities to wildlife law enforcement, search and rescue, off-highway recreational vehicles, and human interest story lines. The show has increased recognition, appreciation, and awareness of the important work they perform to conserve natural resources and serve the public.

In a similar but creatively different manner, NHFG Conservation Officers and other department staff would be filmed in the course of their daily duties and statutory responsibilities of inland fisheries and wildlife law enforcement, conservation and management of resources, search and rescue, coastal marine enforcement, calls to service, outdoor educational program work, etc.

Desired outcomes of this television production include: increased awareness and recognition of the complex duties and responsibilities of Department staff and the important impact they have on the State of New Hampshire's natural resources, residents and visitors, tourism and the economy; improved outreach to the public, especially our youth, in an attempt to raise awareness about the importance of staying connected to the outdoors through a variety of methods to include traditional hunting and fishing activities, watchable wildlife opportunities, hiking, water sports, etc.; and expansion and improvement of our community outreach and recruitment efforts in an effort to increase career interest and attract high quality candidates to our state and department.

Sole source is being requested as Engel Entertainment has significant experience working with wildlife enforcement officers and other department staff in a variety of working environments and climates. They have a proven safety record and all necessary considerations have been evaluated to ensure the safety of all participants in this initiative.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte, Chief
Business Division

REGION 1
629B Main Street
Lancaster, NH 03584-3612
(603) 788-3164
FAX (603) 788-4823
email: reg1@wildlife.nh.gov

REGION 2
PO Box 417
New Hampton, NH 03256
(603) 744-5470
FAX (603) 744-6302
email: reg2@wildlife.nh.gov

REGION 3
225 Main Street
Durham, NH 03824-4732
(603) 868-1095
FAX (603) 868-3305
email: reg3@wildlife.nh.gov

REGION 4
15 Ash Brook Court
Keene, NH 03431
(603) 352-9669
FAX (603) 352-8798
email: reg4@wildlife.nh.gov

STATE OF NEW HAMPSHIRE

Inter-Department Communication

DATE October 22, 2015

FROM: Christopher G. Aslin
Assistant Attorney General

AT (OFFICE) Department of Justice
Environmental Protection Bureau

SUBJECT: Engel Entertainment, Inc. Development and Production Agreement

TO: Evan Mulholland, Legal Counsel
Fish and Game Department

The Office of the Attorney General has reviewed the development and production agreement between Engel Entertainment, Inc. and the New Hampshire Fish and Game Department and, subject to the following condition, has approved the agreement for form, substance and execution. Approval is conditioned on the receipt of an official certificate of good standing from the New Hampshire Secretary of State's Office, which this Office is satisfied on information and belief is forthcoming.


Christopher G. Aslin

engellentertainment

everything but the everyday

December 12, 2015

Major John B. Wimsatt
New Hampshire Fish and Game Department
11 Hazen Drive
Concord, NH 03301

Dear Major Wimsatt:

We at Engel Entertainment, Inc. ("EE"), a film and television production company, are very excited and pleased to be working with you to develop and produce programming involving the work and employees of the New Hampshire Fish and Game Department (the "Program(s)"). The following shall constitute the agreement by and between the State of New Hampshire acting through the New Hampshire Fish and Game Department ("Department") and EE (Department and EE shall be collectively referred to as the "Parties"), in connection with the production and exploitation of the Program(s) (the "Agreement"). The Parties acknowledge that the Department will be required to seek the necessary approvals for this Agreement, as reflected on the final signature page hereof, and that, subject to approval by the Governor and Executive Council of the State of New Hampshire, it may be necessary for them to enter into an agreement with a broadcaster or company which may finance, broadcast, distribute or otherwise exploit the Program(s) ("Buyer") and agree to make any reasonable and necessary changes to this Agreement to be consistent with any such other agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows. For purposes of clarity, the effective date of this Agreement shall be the date on which EE has signed this Agreement and the Agreement has been approved by the Governor and Executive Council of the State of New Hampshire ("Executive Council"), as reflected by the signatures at the end of this Agreement:

1. Development Period: The "Development Period" shall mean the period during which the general Program content and structure is developed, and commencing on the date of Governor and Executive Council approval, as evidenced by the signatures at the end of this Agreement and delivered to EE (the "Start Date") and continuing until EE enters into an agreement with a Buyer in connection with the Program(s) or twelve (12) months from the Start Date, whichever date comes first.
2. Production Period: The "Production Period" shall mean the period during which production by EE of the Program occurs, and commencing on the date of execution of an agreement with a Buyer (a "Broadcast Agreement," executed by EE and a Buyer) and continuing through completion of the production and broadcast of the final episode in the series of Programs that may be produced under this Agreement ("Series"). Understanding the Department has requested a limitation on the Production Period for the Department's

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management and planning purposes, and further understanding that a potential broadcaster would be unlikely to be interested in or approve a Program lacking sufficient time to be developed, produced and run on air for any length of time, the Parties agree the Production Period may last for a period of four (4) years from the date on which a Broadcast Agreement has been fully executed; notwithstanding the above, if production of a Program(s) or Series has not commenced within two (2) years of the date on which a Broadcast Agreement has been fully executed, the Department may alert EE of early termination of this Agreement by sending a notice to EE at the address set forth above indicating such early termination. Further understanding the Department's interest in having a Program(s) or Series that may be produced be viewed by the public, any Buyer sought by EE would be a nationally recognized broadcaster (by way of example but not guaranty, such broadcasters sought for the Program(s) or Series may include Discovery, Animal Planet, A&E, or another broadcaster with a national following).

3. Exclusivity: Department agrees that Department shall work exclusively with EE and not collaborate with other fiction or non-fiction film or television producers during the Development and Production Periods, without the prior written approval of EE and the Buyer. Notwithstanding the foregoing, it is understood the Program is not desired or intended to interfere with the Department's own informational, promotional or public program activities, and that any employee or representative of the Department, without violating the terms of this Agreement, may appear on or in Department informational or promotional material, or on news segments, news programs or talk shows on a non-recurring basis to discuss and promote the Department or the work of the Department. Similarly, without violating the terms of this Agreement, any employee or representative of the Department may participate in any Department or other government or community-sponsored public service communications (such as videos, Internet segments, DVDs, public service announcements or the like) that promote the Department or the work of the Department.

4. Rights/Permissions:

(a) Department agrees that EE has the right to shoot, record, tape and photograph Department offices and Department's employees or other workers affiliated with the Department at the Department offices and other locations, including but not limited to the right for EE's film crew to ride along with Department's Conservation Officers. Department agrees that EE will own all of the materials, results and proceeds of the foregoing as a work made for hire for use in connection with the Program(s) or Series throughout the world in any and all media in perpetuity, and that this is necessary in order for EE to develop, produce, broadcast (through a broadcaster) and promote the Program(s) or Series. Provided EE produces the Program(s) or Series, EE shall have the right to use and license others to use the name and any trademarks of Department in connection with the Program(s) or Series and, subject to EE obtaining appropriate releases from the subjects of those appearing in the Program(s) or Series, the names, voices, photographs, likenesses and biographical information of Department employees or representatives appearing in the Program(s) or Series, to advertise and promote the Program(s) and Series throughout the world in any and all media in

perpetuity. Notwithstanding the foregoing, and further to the Department's legal, safety and security priorities discussed below, EE agrees not to use for inclusion in the Program(s) or Series any material the Department has deemed objectionable as set forth more fully below. EE also agrees not to use the material for any other public display or disclosure aside from in connection with the Program(s) and Series and any related advertising or promotion related thereto.

(b) Notwithstanding the foregoing, the Parties recognize that legal, safety and security considerations are of primary importance in connection with the Department and its work for and service to the State of New Hampshire, and remain of primary importance in connection with the production of the Program(s) and Series. Accordingly, EE agrees the Department shall have the right to instruct EE's crew to cease filming on location or to leave a particular location at any time if Department reasonably deems such action is necessary and appropriate, on the basis of any particular legal, safety and/or security concerns the Department may have. The Parties also recognize that the Program(s) and Series may be subject to certain restrictions on the use of such material under New Hampshire law, and that under no circumstances shall any material that is determined by the Department to be subject to any such restriction be publicly aired, displayed or disclosed unless required by law or legal process. Additionally, EE understands and agrees that the Department shall have two (2) opportunities to review each episode of the Program(s) or Series for legal and factual accuracy and for the Department to have the opportunity to ensure that the episode does not contain objectionable material that may, at the Department's sole discretion, jeopardize the safety and security practices of the Department, or cause damage or embarrassment to the Department or any of its personnel or representatives, or depict the Department's personnel and representatives to be failing to follow legal procedures and organization policy and practices. The review of each episode of the Program(s) or Series by the Department must also assure that the airing or other public display of any materials is allowable under New Hampshire law. The following shall constitute the review process:

(i) Upon delivery to the Department of the rough cut of each episode ("Rough Cut" referring to an early version of the Program(s)) (to the attention of Major John B. Wimsatt or such other Department representative as may be designated in writing to EE), the Department shall have an opportunity to review and provide specific notes to EE concerning the episode regarding any material that violates any law, is objectionable, as described above, or contains any factually inaccurate depiction of organization policy and practices, including but not limited to, any material the Department determines should not be publicly aired or displayed because such material may cause damage or embarrassment to the Department or any of its personnel or representatives, may jeopardize the safety and security practices of the Department, or violates any law, contains any factually inaccurate depiction of Department policies or practices, or is confidential or otherwise restricted under New Hampshire law ("First Review" regarding the "First Cut").

(ii) The Department understands and acknowledges that time will be of the essence for the First Review because production of the Program(s) or Series will be under way. Therefore, EE agrees to provide the Department with at least five (5) business days' prior notice of the fact that an episode is being prepared to be sent to the Department for its review, and Department agrees to deliver such notes (written or oral, or, if it wishes, advise of the absence of notes) concerning such episode, within seven (7) business days of Department's receipt of the Rough Cut of each episode (the "Review Period"). Following receipt by EE from the Department of any notes concerning the episode prepared by the Department during the Review Period, the Parties will, in good faith, discuss the inclusion, removal or modification of any questionable or objectionable material and EE shall make all requested changes. A representative of EE will be available during the Review Period to answer any questions the Department representative conducting the review may have. At the Department's request, an EE representative shall be available by telephone for questions regarding the Rough Cut, and, if requested, shall endeavor to be available in person for a question session regarding the Rough Cut during the Review Period. The Department's review and preparation of notes regarding the episode during the Review Period will be at its own convenience and at its own chosen location. Further, the episode review may involve as many Department personnel as it chooses; however, for sake of speed, clarity and efficiency, the Department shall select a single representative of the Department to convey the Department's notes to EE with respect to each episode, and shall designate that representative to EE in writing for the avoidance of confusion; notwithstanding the above, such designated representative may be changed at the Department's election and discretion.

(iii) Understanding that production of the Program(s) and Series would be under way, Department acknowledges that time is of the essence with respect to the Department's provision and EE's receipt and understanding of notes (if any) from the Department, and the Department will make its designated representative reasonably available to respond to questions EE may have concerning such episode notes.

(iv) After receipt by EE from the Department of notes (if any) arising from the First Review of a particular episode, EE shall then provide Department with a second opportunity to review the episode in order to allow the Department to confirm the requested changes have been made (the "Confirmation Review" regarding the "Confirmation Cut"). (The First Review and the Confirmation Review are together referred to as the "Review Periods.")

(v) Upon receipt by the Department of the Confirmation Cut, the Department shall have seven (7) additional business days to review the Confirmation Cut.

(vi) The designated representative of the Department in connection with the aforementioned review process and the provision of notes (if any) regarding each episode shall be Major John B. Wimsatt or such other Department representative as the Department may designate in writing to EE. The designated representative of EE shall be such person as EE may designate in writing to Department.

5. Raw Footage: In connection with the production of the Program(s) or Series, the Parties understand and acknowledge that EE may produce film footage that does not appear in any of the episodes or in connection with the advertising or promotion of the Program(s) or Series (the "Raw Footage"). In the event that any of the Raw Footage contains what Department believes in good faith to be evidence of criminal or illegal activity, EE shall be responsive to any legal process and shall provide the relevant portions of the Raw Footage to the Department to the extent such footage is in EE's possession or under its control.

6. Credit: The Department shall be accorded credit in connection with the Series, subject in all cases to accuracy and the policies and practices of the Buyer. The Department acknowledges and agrees that the potential publicity that Department may receive as the result of the development, production or exploitation of the Program(s) or Series, if any, constitutes full and complete consideration for the exercise of the rights granted by Department under this Agreement.

7. Future Options: In the event that EE is engaged by a Buyer to produce the Program(s) or Series, and does in fact produce a Program(s) or Series, the Department agrees that EE shall have consecutive, exclusive, successive and dependent annual options to produce the same number of seasons of the Series that is required by the Buyer (the "Option Periods"), within the parameters set forth in Paragraph 2 above, namely for a maximum period of four (4) years from the date on which the Broadcast Agreement is fully executed, unless the Production Period is extended in writing by the Parties or through the operation of the Option Periods as set forth herein. The Development Period, the Production Period and any Option Period(s) shall be referred to collectively as the "Term." The Term shall also include the post production period ("post production" referring to editing and other activity required after actual film production is concluded or in the process of being concluded) immediately following the final season of the Series, if any. EE shall exercise each option by providing Department with notice no later than ten (10) business days after EE receives notification from the Buyer, but in no event later than one hundred and eighty (180) days from the initial airing of the last episode of the immediately prior season of the Program(s) or Series. For purposes of clarity, each Option Period shall proceed based on a Buyer's approval of a subsequent season of a Series; in the event such subsequent season of a Series is approved and such season would cause the Production Period to extend beyond the four-year Production Period set forth in Paragraph 2 above, then such Production Period shall extend until the end of production and post-production of the final episode of the Series. Notwithstanding the above, the last Option Period will be no later than two (2) years from the date of broadcast of the last episode of the season extending the Production Period beyond the four-year period set forth in Paragraph 2 above.

8. Assignment: EE may license or assign this Agreement and all rights granted by Department to EE under this Agreement but only to the Buyer, and it is the intention of EE to license or assign this Agreement to and produce a Program(s) or Series for broadcast through a national commercial broadcaster as discussed in Paragraph 2 above. The Department may not

assign its rights and obligations under this Agreement to any other person, department or agency.

9. Plugola/Payola: The Department represents and warrants that the Department has not accepted nor agreed to accept, nor will accept nor agree to accept, directly or indirectly, from any person or entity other than EE, any money, service or other valuable consideration for the inclusion of any matter as a part of the Program(s) or Series, and that Department will not cause any product, service, trademark or brand name to be mentioned or identified on any Program(s) or Series produced under the Agreement except as provided by EE or the Buyer. Notwithstanding the above, it is not the intention of this Paragraph to limit or prevent the Department's acceptance of any services or products in the ordinary course of the Department's performance of its work or duties. To the extent the Department may, in its sole discretion, request of EE that EE produce or provide material to the Department for its internal use or for external promotional purposes (such as for the Department's website), such activities (should they come to pass) would be considered a separate situation and transaction and outside the scope of this Agreement.

10. No Injunctive Relief: The Department acknowledges and agrees that, once an episode has been reviewed and approved by the Department further to the protocol set forth in this Agreement, the sole remedy for any default or breach related to that episode under this Agreement shall be monetary damages, if any, and in no event shall Department or anyone on its behalf, be entitled to seek or obtain injunctive or any other type of equitable relief. The Department acknowledges that by entering into this Agreement, EE and ultimately also a Buyer shall be relying on the Department and its personnel and employees to reasonably cooperate with EE in connection with production of a Program(s) or Series, within the reasonable parameters set forth in this Agreement. The Department also understands that injunctive or any other type of equitable relief for the Department is not an entitlement under this Agreement for reasons including a Buyer likely being unwilling to be interested in or approve a Program(s) or Series for production with the risk that the Department would seek such relief. Notwithstanding the above, the Department may terminate EE's continued right to produce the Program(s) or Series permitted hereunder in the event of EE's material and substantial violation of this Agreement; in the event of a suspected violation, the Department shall notify EE in writing of its good faith belief a material and substantial violation has occurred, and EE shall have fifteen (15) business days to cure such violation.

11. Representations and Warranties/Indemnification: Each of the Parties represents and warrants that it has the necessary approvals and authority to enter into this Agreement. EE agrees to indemnify and hold the Department, its officers and employees, harmless from and against any and all loss, damage, liability, cost and expense, including reasonable attorneys' fees in connection with any legal claims ("Claims"), incurred by the Department as a result of or arising out of the acts or omissions of EE in connection with the Program(s) or Series, except to the extent that any such Claim arises from a breach by the Department's of any of its own representations, warranties or agreements hereunder. The Department agrees to hold EE

harmless from and against any and all Claims incurred by EE as a result of or arising out of a breach by the Department of any of its representations, warranties, or obligations set forth in this Agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State. This covenant in Paragraph 11 shall survive the termination of this Agreement.

12. Donation: In the event that EE is engaged by a Buyer to produce the Program(s) or Series, and does in fact produce a Program(s) or Series, EE shall make a charitable donation to the Wildlife Heritage Foundation of New Hampshire, the official non-profit partner of the Department, in the amount of Two Thousand Dollars (\$2,000.00) per original aired episode.

13. Force Majeure/Termination: In the event EE is unable to use Department's services or engage in production due to any of the following reasons: act of nature, unavoidable accident, fire, blackout, act of public enemy, war, riot, civil commotion, act of government, strike or other labor dispute, failure of technical facilities or other similar or dissimilar cause beyond EE's control, EE may suspend the Term during the continuation of any such inability to use Department's services or engage in production, the Term shall be deemed extended by all such periods of suspension and EE shall not be obligated to make any payments during the period of such suspension, provided that no such suspension shall continue for more than six (6) months absent further mutual written agreement of the Parties. EE shall have the right to terminate the Agreement and all of EE's obligations under the Agreement if such inability to utilize Department's services or engage in production continues for more than sixty (60) days or if Department is unable to provide the services required of EE or the Buyer under this Agreement. Understanding that any disputes between the Parties would likely have serious consequences, the Parties shall endeavor to coordinate directly to endeavor to resolve any disagreements expeditiously directly among themselves; in the event of a dispute they are unable to resolve in that cooperative direct manner between themselves, the Parties hereby agree to non-binding mediation with a neutral mediator mutually agreed upon by the Parties prior to any legal action being commenced.

14. Entire Agreement: This Agreement expresses the complete understanding of the Parties with respect to the subject matter hereof and supersedes all prior communications and agreements, written or oral between them.

15. Miscellaneous: Captions are for the convenience of the Parties only and are not intended to have legal effect. Nothing herein shall be deemed to create an employee/employer, agent/principal or joint venture relationship between the Department and EE, or the Department and a Buyer. This Agreement is binding on the Parties and their successors and assigns (provided the Department may not assign this Agreement) and may not be modified absent a writing signed by the Parties and, in the case of the Department, only after approval of such modification by the Governor and Executive Council of the State of New Hampshire unless no such approval is required, in the view of the Department, under the circumstances pursuant

to State law, rule or policy. This Agreement may be executed in counterparts and facsimile or scanned signatures shall be deemed to be original.

16. Construction of Agreement: This Agreement shall be construed in accordance with the laws of the State of New Hampshire. The wording used in this Agreement is the wording chosen by the Parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

17. Insurance: In the event there is a Broadcast Agreement concerning the Series (the parties to which being EE and a broadcaster), EE shall obtain and maintain in force, comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate in connection with the Program(s) or Series. EE shall furnish to Department a certificate of insurance for the required insurance and for all renewal(s) thereof no later than thirty (30) days prior to the expiration date of each insurance policy in connection with the Program(s) or Series. Each certificate of insurance shall contain a clause requiring the insurer to provide Department no less than thirty (30) days prior written notice of cancellation or modification of the policy.

18. Severability: In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

We believe this project has real potential and are very pleased to have you and the Department on board. We are enthusiastic about having this opportunity to work with the Department and look forward to a successful and enjoyable working relationship and production experience.

Yours sincerely,


Steven M. Engel
President, Engel Entertainment, Inc.

The State of New York
County of New York

On this 12th day of December, 2015, personally appeared Steven M. Engel, President of Engel Entertainment, Inc., known to me or satisfactorily proven to be the person described in this document, and acknowledged that he was duly authorized to execute this document.

HELEN D. REAVIS
Notary Public, State of New York
No. 02RES055173
Qualified in New York County
Commission Expires 06/08/2018



Notary Public/Justice of the Peace
My commission expires: 6.8.2018

Agreed to by:

The State of New Hampshire
Fish & Game Department

By: [Signature]
Glenn Normandeau, Executive Director

The State of New Hampshire
County of Merrimack

On this 16 day of December, 2015, personally appeared Glenn Normandeau, Director of the New Hampshire Fish and Game Department, known to me or satisfactorily proven to be the person described in this document, and acknowledged that he was duly authorized to execute this document.

[Signature]
Notary Public/Justice of the Peace
My commission **TAMPA & HASKELL, Notary Public**
My Commission Expires November 4, 2020

Approved as to form, substance and execution by the Office of the Attorney General:

Date: Dec. 18, 2015

By: [Signature]
Office of the Attorney General
New Hampshire Department of Justice

Approved by Governor and Executive Council on: _____, Item # _____.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ENGEL ENTERTAINMENT, INC., a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on October 22, 2015. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of October, A.D. 2015

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

engelentertainment

everything but the everyday

Certificate of Vote

I, Steven M. Engel, as President of Engel Entertainment, Inc. do hereby certify that:

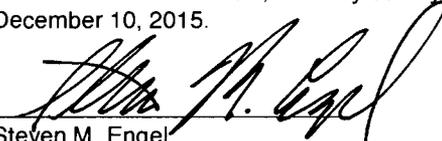
1. Engel Entertainment, Inc. is incorporated in the State of New York (the "Corporation");
2. I have been duly elected and now occupy the office of President of the Corporation (the "President");
3. I maintain and have custody of and am familiar with the Corporate Seal and minute books of the Corporation;
4. I am duly authorized to issue certificates;
5. The following are true, accurate, and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on December 10, 2015, which meeting was duly held in accordance with New York law and the by-laws of the Corporation:

Resolved: That the Corporation enter into a contract with the State of New Hampshire, providing for the potential production and exploitation of programming involving the work and employees of the New Hampshire Fish and Game Department, and that the President is hereby authorized on behalf of the Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge, and deliver for and on behalf of the Corporation any and all documents, agreements, and other instruments (and any amendments, revisions, or modifications thereto) as he may deem necessary, desirable, or appropriate;

Resolved: That the signature of any officer of the Corporation affixed to any instrument of document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind the Corporation thereby;

The foregoing resolutions have not been revoked, annulled, or amended, and remain in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I hereby set my hand as President of the Corporation and have affixed its Corporate Seal on December 10, 2015.



Steven M. Engel
President, Engel Entertainment, Inc.

State of New York
County of New York

On December 10, 2015, before me, Helen D. Reavis, the undersigned officer, personally appeared Steven M. Engel, who acknowledge himself to be the President of Engel Entertainment, Inc., a corporation, and that he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Steven M. Engel, President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public / Justice of the Peace

NICOLE CUBIDES
Notary Public, State of New York
No. 02CU6267039
Qualified in New York County
Commission Expires August 13, 2016

My Commission Expires: Aug. 13, 2016

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www.engelentertainment.com

