

This Film Production Contract is hereby entered into between ILL-HIO Films, LLC, hereinafter known as "Production Company" and The Board of Trustees of The University of Alabama, a public corporation and constitutional instrumentality of the State of Alabama by and through its member institution, The University of Alabama, hereinafter known as "Client," for the purposes of creating the feature-length film currently named/referred to as "The Coming."

Production Company agrees to work to create the film "The Coming" for Client, and further agrees to the following provisions:

- The Production of the film "The Coming" will include all duties and services listed and described in Addendum 1 of this contract.
- "The Coming" will film in and around Chicago, IL, and will take approximately 3-4 weeks of principal photography to complete.
- Production schedule will be as follows:
PREP: December 15 2021 - April 30 2022
PRINCIPAL PHOTOGRAPHY: May 2022
POST PRODUCTION: June - September 2022

Client agrees pay Production Company the total sum of \$200,000 to be used for production needs and services provided for the Production of "The Coming" with payments to be scheduled in the following manner:

DS
RB

- ~~90% of Total amount (\$200,180K) paid in full upon execution of this Film Production Contract~~
 -Remaining 10% of total amount (\$20K) to be paid upon completion .

DS
js

• Production Company agrees that Client owns all rights and title in material created for "The Coming," including any copyrights, distribution rights, and other intellectual property. However, Client agrees to grant Production Company a limited, non-exclusive license to use film stills and footage solely for the furtherance of its nonprofit mission, including educational, promotional, and fundraising purposes and not in any way that may be deemed to be in competition with or otherwise diminish the value of Client's intellectual property.

Rahim Branch

Julie Shelton

Production Company Representative

Client Name

DocuSigned by:
Rahim Branch

DocuSigned by:
Julie Shelton

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Production Company Signature

Client Signature

Jan-05-2022

Jan-07-2022

Date

Date

ADDENDUM 1A

This addendum lays out the agreement made between Production Company and Client or the film currently titled “*The Coming*” shooting in and around Chicago, IL.

For the total sum of \$200,000, Production Company will perform the following duties:

Production Company Duties:

- Hire all necessary crew and handle all crew contracts, W-9’s, and other employment matters.
- Take care of all travel arrangements for any crew traveling to Chicago **transportation & housing & rental cars if needed*
- Pay all crew & independent contractors in a regular and timely manner
- Maintain commercially reasonable insurance related to the production including insurance for gear rental, locations, and art and production vans.
- Casting and Booking of any necessary talent
- Supervising & scheduling all college interns both on location and in remote situations
- Handling talent paperwork **releases, W-9’s & payment of invoices*
- Booking & arranging pick up or delivery & return of any needed camera gear
- Booking & arranging pick up or delivery & return of all necessary G&E equipment
- Paying invoices for gear and equipment rentals
- Create shooting schedule & all DOOD reports
- Create and send out call sheets to crew and talent daily **confirming receipt from all crew & talent, providing location maps and parking info, etc*
- Handle all Location needs including scouting, booking and managing locations
- Applying for and securing any permits needed to film in any locations & for working truck parking
- Purchasing and setting up craft services **up to COVID guidelines (bottled water, individually wrapped snacks, etc.)*
- Providing craft services set up needs **tables, table cloths, baskets, utensils, napkins, cups, plates, etc*
- Providing all needed Production Supplies including but not limited to: **folding tables & table cloths, chairs, pop-up tents, director chairs, HMU mirrors, wardrobe racks, coolers, coffee set-up, carts, signage, safety vests/cones, etc*
- Creating Holding Areas for crew & talent in both INT & EXT situations
- Welcome/COVID safety emails sent out to crew and talent **asking about any allergies or dietary needs and giving out all necessary info*
- As needed, hire COVID Compliance Officer (CCO) on set to enforce all Safety Guidelines, which may include: **temperature checks, social distancing, mandatory masks at all times except when eating or when talent is in scene on set, hand washing & sanitizing*
- Provide COVID safety supplies on set including: **hand sanitizing stations, cleaning wipes/supplies, disposable & reusable masks, gloves, personal PPE kits for everyone on set*

- As needed, secure COVID testing as required by state and local government and in compliance with any film office and/or union requirements
- BTS photos throughout the process to be used on social media channels and for other promo opportunities as needed
- Set up trash and recycling on set & arranging for disposal/pick-up
- Make arrangements for all post production services as needed. **Note: The budget contemplated under this agreement does not include any expenses related to post-production, and Client does not expect Production Company to provide direct post-production supervision or ongoing management of the post-production process under this agreement. Production company may oversee the hiring of all post-production staff, provided additional and sufficient funding beyond the \$200,000 provided to Production Company herein is secured to pay for professional-level post-production services provided by a third party or parties.*
- Submit, manage, and track all paperwork for the Illinois Tax Credit on behalf of *The Coming*.
- Production Company will make good faith efforts to secure additional funding for the film to pay for post-production and distribution-related expenses, but makes no guarantees as to the effectiveness of such efforts; Client has no expectation that Production Company will secure additional funding on behalf of *The Coming*. Production Company's failure to secure additional funding shall not be considered a breach of this agreement and shall not subject Production company to any claim or penalty. Any source of additional funding must be directed to Client for further engagement. Nothing herein shall permit Production Company to accept any funding or enter into any agreement on Client's behalf except that these restrictions shall not apply to any tax credit received as part of the project.
- All other work necessary to complete the work set out in this Contract.

This agreement set forth is both non-negotiable and non-transferable, This agreement may be terminated by Client at will, in which case Client shall be entitled to a refund of all amounts paid minus reasonable incurred expenses. If either Party fails to reasonably perform any obligation hereunder (a "Breach"), and such Breach is not cured or is not capable of being cured within thirty (30) days from the other Party becoming aware of the Breach, the non-breaching party may terminate this Contract. If the non-breaching Party is Client, Client shall be entitled to a refund of all amounts prepaid and shall be relieved of any further obligation to Production Company. **Both parties have agreed to these terms and will move forward accordingly.**

Both parties shall be immediately relieved of any and all obligations under this agreement should an event, situation, or action occur that reasonably prevents, delays, or makes inadvisable the continuation of the project on the scheduled dates. Such events, situations, or actions may include, but are not limited to, those arising from an epidemic, pandemic, outbreak of communicable disease, quarantine, state of emergency declaration, fire, flood, hurricane, tornado, earthquake, war, invasion, hostilities, rebellion, insurrection, confiscation, a government (local, state, or federal) order/law/ordinance/regulation, public authority or state departmental order or directive, or any issue that, in the good faith belief of either party, makes it unreasonable to move forward based on significant health and safety concerns. To the extent such events cause delay, the Parties may either mutually agree to a new project timeline or may terminate the agreement. In the case of termination Client shall be reimbursed all amounts not already expended toward the project.

"THE COMING" PRODUCTION CONTRACT TERMS & CONDITIONS

1. FURNISHING MATERIALS, SERVICES, & RELEASES

A. Client: Client shall supply scripts, storyboards production notes, creative guidance/supervision, and related clearances, unless otherwise noted in the Addendum A Form. Producer is not responsible for Editorial/Post Production subcontract. Client will supply track or musical composition(s) and rights clearances unless otherwise specified. B.

Producer: Producer shall deliver the completed project media(s) pursuant to this Agreement and the requirements of Addendum A. Producer shall deliver to Client consents, waivers or releases from all talent and all persons or entities who have rendered services to Producer in connection with the Specified Media(s) to the extent permissible by applicable union or guild agreements. All consents, waivers, or releases must meet Client requirements including at least a statement that Client shall own all rights including any copyright or other intellectual property in all media created as part of the work performed by any person or entity under this Agreement.

Producer shall supply everything else required for the delivery of the Specified Media unless exceptions are so noted in Addendum A. Delivery of the Specified Media shall mean delivery of the following:

- (a) professional grade hard drives with all camera footage and audio captured from principal photography;
- (b) one set of backup hard drives with all of the above;
- (c) any and all production notes, script supervisor notes, or other materials captured during principal photography directly related to the organization of camera and audio footage from principal photography; and
- (d) all behind-the-scenes photos and video (transferred to Client via cloud or physical hard drive).

2. CHANGES IN SPECIFICATIONS

If at any time, Client desires to make any changes or variations from the script(s) or storyboard(s) in the Specified Media(s) or from any material or work in progress, and such changes result in additional costs to Producer, Producer agrees to notify the Client of the amount before any such additional costs are incurred and Producer shall proceed only after receiving approval (written or oral) from Authorized Representative, approval by Client shall be binding and incorporated into the terms of this Agreement. Additional costs shall be construed as including any costs above the \$200,000 paid as set out above.

Reimbursement for such additional costs shall be payable in accordance with the terms of this Agreement for final payment.

3. OWNERSHIP

Except as otherwise provided herein, Client owns all rights, title and interest in and to the media(s) which are the subject of this Agreement, including all copyrights therein as well as in and to all the exposed negatives, positives, out-takes and clips.

Client grants Producer a non-exclusive, worldwide, non-sublicenseable, non-transferable, royalty free, terminable license to all media clips produced

during the course of the contracted work except that Producer's licensed use shall not be used in any way that may be considered competing with or in any way diminishing the value of the media and all intellectual property rights therein.

4. SECURITY/CONFIDENTIALITY

Producer understands that some information for said media(s) may be of a confidential and/or sensitive nature. Producer agrees, at Client's written request, to require, within reason, those engaged for the production to sign appropriate agreements not to discuss or disclose information about the product or the Specified Media(s) except as such disclosure may be necessary for Producer to produce media(s) in the usual and customary manner under this Agreement.

5. INDEPENDENT CONTRACTOR

It is understood that Producer's status under this Agreement is that of an independent contractor and that all persons engaged by Producer in performing its obligations shall not be deemed employees of Client.

6. PRODUCER WARRANTIES

Producer represents and warrants:

- A. That Producer has full right to enter into this Contract and to perform its obligations hereunder and will comply with all applicable Federal, State, and Local laws, ordinances, and regulations and with all applicable union agreements to which Producer is a signatory.
- B. Producer warrants that it shall act in a commercially reasonable manner in performing its obligations and shall act in good faith to complete the project.

7. PAYMENT

Client understands that the specified terms of payment under this Agreement are as specified in Production Contract. Ownership of the media does not transfer until full payment is made to Producer.

8. INDEMNIFICATION

Producer agrees to indemnify, defend, and hold harmless Client and its officers, employees, agents and licensees from and against any and all claims, actions, damages, liabilities and expenses, arising out of the breach of any obligation, warranty or representation of Producer in this Contract or any other liability, damage, or claim arising out of this Contract.

9. TAX LIABILITY

Any sales tax, use tax, or other tax payable on production and delivery of Specified Media(s) to Client(s) (other than sales tax arising from Producer's purchases of materials or supplies in connection with the production) shall be the responsibility of Producer.

10. ASSIGNMENT

This Agreement may not be assigned by either party without the written consent of the other.

11. CONTINGENCY AND WEATHER DAYS

A. A contingency day is any day where a scheduled media/film shooting has been prevented from occurring due to circumstances beyond the control of the production company.

B. These circumstances may include but should not be limited to: (1) Weather conditions (rain, fog, sleet, hail, or any adverse condition that is not consistent with the prescribed shooting conditions desired by the Client).

(2) Injury, illness, or absence of client-supplied elements (e.g. key talent, color correct products).

**"THE COMING" PRODUCTION CONTRACT TERMS &
CONDITIONS CONTINUED**

(3) "Force majeure" (meaning but not limited to, earthquake, riot, fire, flood, volcanic eruption, acts of war, strikes, labor unrests, civil authority, terrorism, and acts of God).

(4) "Client Insured Re-Shoots" (any additional days for a job insured by the Client, who is therefore authorizing the expenditure). The Client should be provided with a contingency day cost which should be approved prior to proceeding with that shoot day.

C. The Production Company recognizes its obligation to minimize contingency day liabilities and will apply accepted industry cancellation practices.

D. The Production Company will quote the maximum exposure figure (a "not to exceed" figure) as a contingency day cost. This will be a cost per day figure. However, this figure does not include the cost of premiums for crew or suppliers (i.e., should the contingency day fall on weekends, holidays or premium days based on consecutive employment).

12. CANCELLATION AND POSTPONEMENT

A cancellation or postponement is defined as a rescheduling of the production to a later specific date caused or directed by Client or a total cancellation of the project.

If the Production Company blocks out a specific period of time with the agreement that it represents a firm commitment from the Client, then the Production Company makes no further efforts to sell the time. If the job is canceled or postponed within the Guideline time frame, it is unlikely that this time can be re-booked. It should be understood that this time represents the Production Company's only source of income.

Cancellation and Postponement: Film or Digital Video Production:

A. If notice of cancellation/postponement is given to the Producer ONE TO TEN WORKING DAYS prior to the commencement of the shoot, the Client will be liable to the Production Company for:

(1) All out-of-pocket costs; (2) Full Producer's fee as bid; and (3) Full production fee on the job as bid.

B. If notice of cancellation/postponement is given ELEVENTO FIFTEEN WORKING DAYS prior to the commencement of the shoot, the Client will be liable to the Production Company for:

(1) All out-of-pocket costs; (2) Not less than 50% of Producer's fee as bid; and (3) Not less than 50% of production fee on the job as bid.

C. If notice of cancellation/postponement is given MORE THAN FIFTEEN WORKING DAYS prior to the commencement of the shoot, the Client will be liable to the Production Company for:

(1) All out-of-pocket costs; (2) Not less than 25% of the Producer's fee as bid; and (3) Not less than 25% of the production fee on the job as bid.

Cancellation and Postponement: A. If notice of cancellation/postponement is given MORE THAN HALF WAY THROUGH the production schedule of the job, that is between the award or start date and the final delivery date, the Client will be liable to the Production Company for the full cost of the job as a bid.

B. If notice of cancellation/postponement is given IN THE SECOND

QUARTER of the production schedule of the job, that is between the award or start date and the final delivery date, the Client will be liable to the Production Company for:

(1) All out of pocket costs, including the expense of all staff and free-lance labor attached to the project. This expense will include full payment through the original completion date if that labor is not re-booked by the company, or, in the case of the free-lance labor, not able to re-book itself on another project.

(2) Full creative fees as bid.

(3) Full production fee on the job as bid.

C. If notice of cancellation/postponement is given IN THE FIRST QUARTER of the production schedule of the job, that is between the award or start date and the final delivery date, the Client will be liable to the Production Company for:

(1) All out of pocket costs, including the expense of all staff and free-lance labor attached to the project. This expense will include full payment through the original completion date if that labor is not re-booked by the company, or, in the case of the free-lance labor, not able to re-book itself on another project.

(2) Not less than 50% of creative fees as bid.

(3) Not less than 50% of the production fee on the job as bid.

This Section shall not apply to any cancellation resulting from Production Company's Breach.

13. Choice of Law; Jurisdiction

Any claim brought against Client must be brought before the Alabama State Board of Adjustment. Nothing herein shall be interpreted as a waiver of any immunity applicable to Client. Alabama law, without regard to its conflict of law principles, shall apply to this Agreement and any claims arising out of it. Any claim not required to be brought before the Board of Adjustment must be brought before the Tuscaloosa County Circuit Court or the U.S. District Court for the Northern District of Alabama, Western Division.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement and any Addenda attached hereto shall constitute the entire agreement between Producer and Client. Any amendment hereto must be in writing and signed by each party.

15. CAPTIONS

The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement or of any provision hereof.

16. NO WAIVER

Failure of any party to this Agreement to exercise any rights shall not constitute a waiver of those rights.

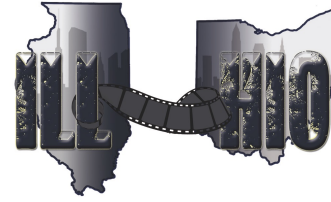
17. ENFORCEABILITY

If one or more of the provisions of this Agreement shall be held unenforceable, it shall not affect the enforceability of the other provisions.

18. EQUAL OPPORTUNITY

In connection with its performance hereunder, Producer agrees not to discriminate against any employee or applicant because of race, religion, sexual orientation, color, sex, national origin, age, disability, or any other factor protected by federal, state or local law.

ILL-HIO FILMS, LLC



CONTACT

Rahim Branch

216 403-2658

rahimb@illhiofilms.com

To: The Board of Trustees of the University of Alabama, a public corporation and constitutional instrumentality of the State of Alabama by and through its member institution, The University of Alabama

115 Rowand-Johnson Hall, Tuscaloosa, AL 35487

Date: 6-2-22

Project Description: Principal Photography (THE COMING MOTION PICTURE)

Description	Quantity	Unit Price	Cost
PRINCIPAL PHOTOGRAPHY -	1	\$ 20,000.00	\$ 20,000.00
			\$ 0.00
		\$ 0.00	\$ 0.00
		Subtotal	\$ 20,000.00
		Total	\$ 20,000.00

Thank you for your business. It's a pleasure to work with you on your project.

Sincerely yours,

Rahim Branch



VENDOR DISCLOSURE STATEMENT

In compliance with the policies of The Board of Trustees of the University of Alabama, The University of Alabama System Office, this University, and with Alabama state law, this Disclosure Statement shall be completed on a per contract basis for all contracts, including but not limited to proposals, bids, and contracts, including consulting/professional service contracts unless otherwise exempted ("Agreements"). The Board of Trustees of The University of Alabama reserves the right to refuse to enter into or to cancel, without penalty, any contract or agreement with any entity or individual who does not provide all of the information requested below, or who makes false or incomplete disclosures.

Definitions

For the purposes of this form, the following terms shall have the following meanings:

- **"Agreement."** Any single agreement, contract, memorandum of understanding, or grant document under which goods or services are to be provided by You.
- **"Entity."** The corporation, partnership, sole proprietorship, individual or business of any kind in whose name or on whose behalf the goods or services are being provided to the University.
- **"Family Member."** Your spouse, dependent, an adult child and his or her spouse, a parent, a spouse's parents, and a sibling and his or her spouse. The term "Dependent" shall include any person, regardless of his or her legal residence or domicile, who receives more than 50 percent of his or her support from the public official or employee or his or her spouse, or who resides with the public official or employee for more than 100 days during the reporting period.
- **"Public Official."** Any person elected to public office, whether or not that person has taken office, by vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to take a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations.
- **"Relationship."** Limited to familial or business in nature, or a personal relationship that the existence of which creates a Conflict of Interest or the appearance of a Conflict of Interest that would require disclosure under [Board Rule 106](#).
- **"UAS."** The Board of Trustees of The University of Alabama, and its constituent divisions including The University of Alabama System Office, The University of Alabama, The University of Alabama at Birmingham, and The University of Alabama in Huntsville.
- **"You."** Includes (1) the individual(s) or representative(s) of the Entity who (a) solicited the Agreement or (b) are responsible for managing the account or relationship with the University, and their partners or co-owners; and (2) any member of the of foregoing individuals' immediate family (that You know to have a direct familial relationship with a UAS employee or official or family member of a UAS employee or official).

1. Name of Entity and Individual Completing this Form (may be completed by an authorized account manager/representative) Entity Name: ILL-HIO FILMS LLC

Individual Name: RAHIM BRANCH

Title: Co-CEO

Address Line 1: 2022 BROWN AVE

Address Line 2: _____

City, State, Zip: EVANSTON, IL, 60201

Telephone: (216)403-2658

2. UAS Entity with which You propose an Agreement? (i.e. University, College, Department, etc.)

The University of Alabama College of Arts and Sciences Department of Theatre and Dance

3. Describe the proposed Agreement:

Goods and services to be provided: Film Production services, manage locations, cast and crew.

Grant or proposal number (if applicable): 200,000

Amount or anticipated amount: 200,000

Term: Spring 2022

Is the proposed Agreement the result of a competitive or bid process? **Yes** **No**

4. Have "You" (See definition above) or the Entity supplying the goods or services previously provided goods and/ or services to UAS within the current or last fiscal year? Yes No

If yes, please provide the following information for each other agreement for such goods and/or services.

Entity Providing Goods or Services: _____

Campus and Department: _____

Type of Goods/Services: _____

Amount Received: _____

Entity Providing Goods or Services: _____

Campus and Department: _____

Type of Goods/Services: _____

Amount Received: _____

If you need to provide further details on goods or services provided to UAS within the current or last fiscal year, please attach an addendum to this Disclosure Statement.

5. Did the amount of goods and /or services identified in response to Question 4 total \$1,000,000 or more? Yes No

6. a. Do You have a relationship with any UAS employee or Trustee who may directly or indirectly receive any benefit from the proposed Agreement, or whose family member or business may directly or indirectly benefit? Yes No

b. Do You have a relationship with any Public Official who may directly or indirectly receive any benefit from the proposed Agreement, or whose family member or business may directly or indirectly benefit? Yes No

If You answered "Yes" to questions **6.a.** and/or **b.**, please provide the following information for each UAS employee, Trustee, or Public Official with whom You have a Relationship.

Name of UAS employee, Trustee, or Public Official: _____

Campus/department where employed or position held: _____

Nature of relationship: _____

Potential Benefit: _____

Name of UAS employee, Trustee, or Public Official: _____

Campus/department where employed or position held: _____

Nature of relationship: _____

Potential Benefit: _____

If you need to provide further information regarding UAS employee(s) or Trustee(s), or Public Officials with whom You have a Relationship, and who may directly or indirectly benefit from this Agreement, please attach an addendum to this Disclosure Statement.

7. Have any paid consultants, lobbyists, and/or Public Official assisted in obtaining the proposed Agreement? Yes No

If yes, please provide the following information for each consultant or lobbyist.

Name: _____

Address: _____

Name: _____

Address: _____

If you need to provide further information regarding paid consultants and/or lobbyists utilized to obtain the proposed Agreement, please attach an addendum to this Disclosure Statement.

8. List any current litigation or administrative action that has been filed within the last 3 years, either state or federal, related to public or higher education construction or finance that the contractor or others associated with the firm may have against them.

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. By proposing or entering into an Agreement with UAS, I certify I am authorized to complete this form on behalf of the Entity in whose name or on whose behalf goods or services are being provided, and I further certify no employee or official of UAS, nor any of their family members or any business with which they may be associated, will receive a benefit from this contract, except as has been disclosed, in writing herein. I will promptly disclose any Relationship which may arise in the future, or any existing Relationship which may become known to me, and update this statement to disclose the same.

DocuSigned by:

Rahim Branch

Nov-30-2021

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Signature

Date