



# FAX Privileged and Confidential

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To: Captain (b)(6)

From: (b)(6)

Date: April 13, 2007

Re: Dept. of Defense Agreement

Pages: 9 (including cover)

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Dear Captain (b)(6)

(b)(6) asked that I send the fully executed agreement to you. Please call (b)(6) with any questions.

Sincerely,

(b)(6)

(Assistant to (b)(6))

DoD License No. SAPA-LA 002-2007

**U. S. DEPARTMENT OF DEFENSE  
REVOCABLE LICENSE AGREEMENT  
License No. SAPA-LA 002-2007**

The United States Department of Defense (hereinafter referred to as "DoD"), acting on behalf of the United States of America, hereby agrees with Iron Works Productions, LLC (hereinafter referred to as "the Production Company"), subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a motion picture with the current working title of "IRON MAN" (hereinafter referred to as "the Picture").

It is agreed between DoD and the Production Company as follows:

1. This agreement is subject to revocation due to non-compliance with the terms herein provided, however, (a) In no event shall the DoD be entitled to rescind, interfere with and/or enjoin Production Company's ownership, use and exploitation of the rights granted to it and /or any material produced pursuant to this agreement; and (b) in the event of dispute regarding compliance with the terms hereof, the Production Company will be given a written notice of non-compliance by the DoD Project Officer and the Production Company will have a seventy-two (72) hour cure period after receipt of written notice of non-compliance. If the 72-hour cure period has expired and the Production Company has failed to cure the non-compliance, then, thereafter DOD may temporarily suspend support until the noncompliance has been cured. After the cure period has expired, DoD may permanently withdraw its support for the production.

2. The DoD Project Officer, Air Force Capt. (b)(6) is the official DoD representative responsible for ensuring that the terms of this license are met. The DoD Project Officer or his designated representative will be present each day the U.S. military is being depicted during the production phase and it is the Production Company's responsibility to make schedules available to him and keep him abreast of schedule changes. The DoD Project Officer is the Military Technical Advisor and all military coordination must go through him. Items specifically regarding the Marine Corps should be coordinated with Marine 1<sup>st</sup> Lt. (b)(6) of the Marine Corps Motion Picture and Television Liaison Office. To the extent reasonably practicable, the Production Company agrees to consult with the DoD Project Officer in all phases of pre-production, production and post-production that involves and/or depicts the U.S. military. For U.S. military personnel depicted in the script, the production company agrees to cast actors who are within official U.S. military physical, age, and grooming standards.

3. The DoD has approved military assistance as in the best interest of the DoD, based on the 02/20/07 version of the script ("DoD-Approved Screenplay"). The DoD acknowledges and agrees that, provided that the Picture substantially conforms to the DoD-Approved Screenplay with respect to the portrayal of the military, the Picture shall be deemed in compliance with this Paragraph 3. The

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Production Company must obtain, in advance, concurrence from the DoD for any subsequent material changes to the nature of the military depictions made to either the picture or the sound portions of the production before it is exhibited to the public; and the Production Company agrees to advise the DoD Project Officer of all material subsequent changes to the military depictions, including those that may be made during post-production; provided, however, in the event of disagreement with respect to any of the foregoing changes, the Production Company's decisions with respect to such changes, if any, shall be final and binding; provide further, that in the event of a disagreement, the DoD may elect to terminate any future DoD assistance to the Production Company or its parent companies, in connection with the picture (but nothing contained herein shall restrict any of the Production Company's rights in and to the photography and sound recordings made hereunder).

4. The Production Company acknowledges that the operational capability and readiness of the U.S. Armed Forces will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. Under these circumstances, the DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the Production Company.

5. The production company shall use reasonable efforts to avoid any deviation from established DoD safety and conduct standards in conducting its production activities on DoD premises and/or using DoD equipment; provided (a) the Production Company shall not be responsible or liable for any failure of DoD personnel to adhere to DoD safety and conduct standards inasmuch as Production Company shall be entitled to rely upon DoD personnel to comply at all times hereunder (including during any scenes in which DoD personnel participate in the production as extras, etc.) with such safety and conduct standards; (b) the DoD Project Officer shall promptly notify Production Company of any failure to comply with such safety and conduct standards, it being understood that among the Project Officer's duties as liaison to the production is ensuring such compliance; and (c) to the extent the DoD-Approved Screenplay contains any scripted deviations (material or otherwise) from DoD safety and conduct standards, the portrayal or depiction of such deviations is pre-approved by the DoD (provided that the Production Company shall abide by its own safety standards and those of the DoD even in the portrayal or depiction of an on-screen violation of safety or other standards); and provided that the Picture substantially conforms to the DoD-Approved Screenplay (and any subsequently-approved changes) with respect to such safety and conduct standards, the Picture shall be deemed in compliance with this Paragraph 5. The DoD Project Officer will coordinate such standards and compliance therewith. The DoD agrees to provide the Production Company advance notice of such safety or conduct standards upon request by the Production Company; provided that the DoD acknowledges that it is among the responsibilities of the DoD Project Officer

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to ensure that the Production Company is in compliance with such standards, and the DoD Project Officer will advise the Production Company immediately of any material deviation from such standards. For the avoidance of doubt, to the extent any material deviation from standards (other than safety standards) is (i) in the DoD-Approved Script (or subsequently approved pages); or (ii) is allowed by the DoD Project Officer overseeing compliance on set, then the DoD shall not thereafter be entitled to object to any such deviation.

6. All DoD property or facilities damaged, used or altered by the Production Company in connection with the picture will be restored by the Production Company to the same or better condition, normal wear and tear excepted, as when they were made available for the Production Company's use.

7. The Production Company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of "IRON MAN" The estimated amount, if any, will be detailed and included as Attachment 1.

a. DoD agrees to provide statements of charges assessed by each installation or DoD component providing assets to assist in the production within 45 days from the end of the month in which filming is complete. Reimbursements are to be restored to each specific account from which they are drawn to assist the production.

b. The Production Company will be charged for only those expenses that are considered to be additional costs to the DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment. The Production Company will also be charged with the travel, lodging, per diem and phone expenses for the DoD Project Officer, DoD Special Assistant for Entertainment Media, and any other assigned technical and safety advisor(s) who may be required, pursuant to Paragraph 12., below.

8. As a condition of DoD assistance, the Production Company agrees:

a. To indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and reasonable outside attorneys' fees) arising from the Production Company's possession or use of DoD property or other assistance in connection with the production of "Iron Man", to include pre-production, post-production, and DoD-provided orientation and/or training. Notwithstanding the foregoing, in no event will this provision require the Production Company to indemnify or hold harmless the DoD, its agencies, officers, and/or employees from and/or against any claims arising from defects in DoD property or equipment and/or negligence or willful misconduct on the part of the DoD, its agencies, officers, and/or employees.

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b. To maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by the DoD to protect its interests in the property involved; and

c. To provide proof of adequate industry standard liability insurance, naming the DoD as an additional insured;

d. To maintain a Policy in the amount of Ten Million (\$10,000,000) dollars and provide a certificate of insurance to be included as an Attachment to this Agreement.

9. Further, the Production Company will:

a. Not damage or impair the appearance of DoD property (The DoD hereby represents and warrants that it has read the DoD-Approved Screenplay and that the depiction of the DoD property contained therein does not damage or impair the appearance of DoD property). In addition, the DoD hereby acknowledges and agrees that nothing contained herein shall be construed so as to limit Production Company's right (with prior DoD approval which will not be unreasonably withheld) to modify or change the DoD property (including, without limitation, in connection with "transformations" that various DoD property will undergo); provided that, unless otherwise agreed, Production Company shall restore such DoD property to substantially the same condition it was in at the commencement of Production Company's use thereof, reasonable wear and tear for the intended purpose excepted.

b. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD Project Officer;

c. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without prior approval from the DoD Project Officer and the supporting installation;

d. Adhere as closely as reasonably possible to the DoD's individual service regulations governing age, height/weight, uniform, grooming, appearance and conduct standards (provided that any deviations from such standards the DoD acknowledges are approved as set forth in the DoD-Approved Screenplay and any non-scripted deviations that are not raised by the DoD Project Officer during filming are deemed approved) with respect to actors, extras, stand-ins and stunt personnel portraying members of the U.S. military, including active duty, Reserve, and National Guard personnel;

e. Comply with all applicable local, state and federal laws including the use and disposal of hazardous materials.

10. For any additional military assistance required beyond those previously identified in the DoD Requirements List, the Production Company must obtain prior approval from the DoD Project Officer, who will coordinate such requirements with the DoD and the military component(s) involved.

11. The Production Company shall use reasonable efforts to provide the DoD Project Officer and the Special Assistant to the Secretary of Defense for Entertainment Media with an opportunity to view the roughly edited, but final version of the production (the "rough cut") at a stage in editing when changes can be accommodated, but only to the extent required to allow DoD to confirm that the tone of the military sequences substantially conforms to the scripted sequence set forth in the DoD-Approved Script (subject to any changes that take place during filming as to which the DoD Project Officer makes no objection); provided, however, in the event of disapproval by the DoD, the Production Company's decisions with respect to such changes, if any, shall be final and binding; providing further, that in the event of a disapproval by the DoD, the DoD may elect to terminate any future DoD assistance to the Production Company in connection with the picture. Additionally, the Production Company will provide round trip air transportation and ground transfers to the "rough cut" screening as well as the published, current DoD established per diem for lodging, meals and incidentals specific to the city where the "rough cut" screening is held, for the Special Assistant to the Secretary of Defense for Entertainment Media.

12. The Production Company acknowledges that those U.S. military personnel filmed or recorded during this program that are on duty are precluded by regulation from ever receiving any monetary compensation from the Production Company or any other party as a result of their appearance in the production, or the advertising, promotion or other exploitation thereof, or in clips from the production in subsequent productions. No U.S. military personnel filmed by the Production Company that is on duty for the filming shall be entitled to injunctive or equitable relief (including, without limitation, rescission of such personnel's agreement to appear in the picture) in connection with the Picture or Production Company nor have cause of action for monetary claims against the picture at the end of filming each scene nor be allowed to receive "residual" payments, should the picture ever be shown on broadcast or cable television or in any other media now known or hereafter devised. The Production Company will not ask individual U.S. military personnel to sign "releases," "agreements," "contracts," "standard forms," or other legal or business-related requirements for individual participants who are on duty. All business-related documents or other paperwork requirements of the Production Company must be submitted to the designated project officer (see paragraph 1). The DoD shall have all of the obligations of an employer with respect to all U.S. military personnel provided during the production that are on duty, including, without limitation, payment,

payroll, deductions and withholdings, employer's taxes and worker's compensation insurance. The Production Company will be engaging some U.S. military personnel who are off duty to provide support as extras during this production, which such personnel shall be paid directly by the Production Company and shall sign Production Company's standard agreement for such services, provided there is no conflict with existing military regulations. In cases where the Production Company engages off-duty U.S. military personnel to provide support as extras, the following applies:

a. Contractual arrangements are solely between those individuals and the production company; however, payment should be consistent with industry standards;

b. Military personnel shall comply with customary standards of conduct regulations in accepting employment; provided that such military personnel are solely responsible with compliance with such regulations, and the Production Company shall not be responsible or liable for the failure of any military personnel to comply with such regulations;

c. The Production Company shall be solely responsible for any disputes with unions governing the hiring of non-union actors and extras.

13. The Production Company will provide the DoD Project Officer with: round-trip air transportation and ground transfers to the production facility and on-location sets at times deemed appropriate by the DoD Project Officer. Additionally, the Production Company will provide the DoD Project Officer with: round-trip air transportation and ground transfers to the site(s) where there is a scripted military portrayal; the current DoD established per diem for meals and incidentals specific to the city where filming takes place, a full size vehicle (with fuel and loss/damage/collision automobile insurance paid for by the Production Company) for his personal use during the filming and his stay at the location where the production is taking place; hotel accommodations equivalent to those provided to the Production Company's crew. Additionally, the Production Company will provide U.S. military personnel lodging, local transportation from lodging location to the production site, the current DoD established per diem for meals and incidentals specific to the city where the filming takes places.

14. The Production Company will provide an official DoD screening of the completed Picture at a location mutually agreed upon by the DoD and the Production Company, prior to public exhibition.

15. The Production Company agrees to place a credit in the end titles acknowledging the military assistance, provided that the form, placement and all other characteristics of such credit shall be determined by the Production Company in its sole discretion. Production Company's inadvertent or casual failure to accord credit in accordance with the provisions of this Paragraph 15

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shall not be deemed a breach of this Agreement. The DoD requests that the following credits appear in the end titles of the Picture:

(b)(6)

Department of Defense

Capt. (b)(6)

U.S. Air Force project officer

Edwards Air Force Base, Marine Aircraft Group 46 - Det B, and the 563<sup>rd</sup> Rescue Group

16. The Production Company agrees to provide the DoD upon request, after the U.S. theatrical release of the film and for internal DoD use only, five (5) copies of selected marketing materials (e.g., selected still photos, posters, press kits, and/or other promotional materials) for historical purposes in documenting DoD assistance to the production, and for possible news coverage in DoD-affiliated media; provided, however, the DoD shall not in any event use or distribute any information about the Picture or the production thereof until after the release of the Picture and shall not at any time distribute such information except in DoD-affiliated media. DoD Electronic News Gathering (ENG) teams, once coordinated with and approved by the Production Company, are authorized to visit and report on the production to DoD-affiliated, non-commercial organizations, on the specific dates and times approved by the Production Company.

17. The production agrees to provide upon request a minimum of five (5) DVD copies of the completed production to the Air Force Entertainment Liaison Office in Los Angeles, for historical purposes, when such releases become commercially available; provided that such DVDs shall only be used for internal information

18. Should the Production Company desire, donations may be made to morale, welfare and recreation funds of Edwards Air Force Base or the military unit(s) involved. These donations must be coordinated through the DoD Project Officer. Donations of this kind are not at all required and are not in any manner a consideration in the determination of whether or not a production should receive DoD assistance.

19. Representatives of the Production Company and distribution company agree to give good faith consideration to discussing with the DoD Project Officer and service representatives mutually beneficial marketing initiatives such as premiering the film in some markets on military installations, encouraging the involvement of recruiters where appropriate and exploring the possibilities of somewhat earlier release to the Armed Forces Motion Picture Services serving overseas.



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20. The Production Company shall be the sole owner of any and all rights to the Picture, in any and all media, whether now known or hereafter devised, in perpetuity, throughout the universe, including all rights granted herein, which include all rights of every kind and nature in and to the photography and recordings made in and about DoD Property, DoD equipment, DoD personnel, DoD uniforms and other DoD materials and insignia, in and in connection with the Picture.

21. The DoD hereby irrevocably grants to Production Company and its successors, assignees and licensees (including without limitation all distributors of the Picture) the right, in perpetuity, throughout the universe, to duplicate and re-create the DoD resources used in the film and to use the same in any media and/or manner known or unknown, including without limitation in, and in connection with any sequel to or remake of the picture, any so-called "making of" or other documentary-type film about the production or the characters in the Picture, or promotional or other films related to a broader list of characters in the "Marvel Universe", theme park, motion picture studio tour, and/or merchandise in connection with any of the foregoing and/or in connection with any publicity, promotion and/or advertising of same, and to use the same in any and all ancillary and subsidiary markets, now known or hereafter devised (including without limitation, television, home video, mobile video devices, wireless, theme parks and stage plays) or from using clips in promotional material relative thereto. Production Company acknowledges, however, that it will not use or license others to use film clips from the Picture as so-called "stock footage" in motion pictures or other productions wholly unrelated to the Picture (or any sequel thereto or remake thereof) or to Marvel Universe characters.

22. Pursuant to the terms and conditions of this agreement, Production Company has the right to enter locations designated by DoD and to photograph, reproduce, replicate, fictionalize and use the real and personal property, exterior and interior premises (including the name, trademark, signs and identifying features thereof and the equipment and other resources provided by DOD hereunder) and to bring personnel and equipment on the DoD designated premises and remove same. All footage shot at DOD facilities using DOD resources and personnel shall be the sole and exclusive property of Production Company. With respect to the DOD footage and/or still photographs and/or other material provided to the Production Company by the DoD for use in the Picture as set dressing or props or otherwise (a list of which material is attached hereto as Exhibit "A"), DoD hereby grants the production company the right to use such footage, stills and/or other material in and in connection with the Picture, and any sequel or remake thereof and the advertising, promotion, publicity and other exploitation thereof in all media now known in perpetuity throughout the universe (including without limitation in so-called "making of" productions, DVD bonus material and third party commercial tie-ins), and the DoD represents that no third party consents are required in connection therewith.

DoD License No. SAPA-LA 002-2007

23. Production Company shall have the unfettered right to license, assign and otherwise transfer any or all rights acquired in this Agreement to any person or entity.

24. The license of Air Force, Marines, Army, Navy, and Department of Defense trademarks, service marks or trademarks for merchandising shall be done with the appropriate trademark licensing agency of each respective service and the Department of Defense. Agreements with such organization(s) do not form a part of this agreement. Notwithstanding the foregoing, the DoD hereby grants permission to Production Company to use such trademarks, tradenames, services marks, etc. as the same may appear in the Picture (including without limitation on uniforms and other props and set dressing) and the photography and sound recordings made hereunder, and Production Company shall have the right to use the same as they may appear in any and all photography and recordings filmed and recorded for Picture, and shall have the right to use clips and stills from the Picture in connection with sequels and remakes thereof, including without limitation in merchandising and commercial tie-ins related to any of the foregoing.

25. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

26. This agreement consists of ten (10) pages plus two (2) attachments; the undersigned DoD and studio representatives will initial each page. Production Company shall be the sole owner of any all rights of every kind in and to the Picture, including without limitation, all photography and sound recordings made hereunder, in perpetuity throughout the universe. Nothing contained in this agreement shall obligate Production Company to use, exercise or exploit any of the rights granted herein. DoD shall not have any right of action, including, without limitation, any right to seek or obtain equitable or injunctive relief against the Production Company or its successors, assignees and/or licensees, including without limitation any distributor(s) of the Picture, and/or any other party arising out of any use or non-use of said photography and/or sound recordings or other material. This provision shall survive the expiration, termination or revocation, if any, of this agreement. If the DoD terminates its support under this Agreement for any reason or the DoD seeks a remedy for Production Company's noncompliance of the terms hereof, in no event shall any of the rights granted by the DoD hereunder be affected or impaired. For the avoidance of doubt, in no event will the DoD have the right to seek to enjoin or enjoin the development, production, distribution or exploitation of the Picture, and instead will be limited to monetary damages.

27. To the extent of any directed photography incorporating DoD resources, the pilots, drivers and operators of DoD aircraft, vehicles and other equipment

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involved in filming will attempt to cooperate with the Production Company's camera operators' and directors' requests for movements, maneuvers, etc., but at no time does the DoD relinquish control of its assets. Control of movements, speed, and operations remain with the aircraft, vehicle or equipment pilot, driver or operator.

28. Except as expressly authorized herein, neither the DoD nor any DoD personnel will release to any third party by any means (including without limitation by posting or referring to such information on websites or blogs) (i) any portion or element of the Picture in whatever form, manner or state of being (including, but not limited to, stills, dialogue, clips or trailers), or (ii) any other confidential or proprietary information owned or controlled by Production Company or its affiliates (including, but not limited to, artwork, scripts, photography, graphic or computer-generated material, etc.), without the prior, express, written authorization of Marvel's Executive Vice President, Business Affairs and Operations. The DoD shall ensure that DoD personnel do not take any photographs, videos or sound recordings while on any location of the Picture, and DoD hereby authorizes Production Company to take reasonable steps to prevent unauthorized photography and to immediately take possession and ownership of any unauthorized photographs or recordings.

29. This Agreement shall be governed by the laws of the state of California applicable to agreements wholly entered into and performed herein. The parties agree to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California.

FOR: THE DEPARTMENT OF DEFENSE

Its Authorized Party

(b)(6)

Date: 11 APR 07

CAPTAIN, U.S. Air Force  
IRON MAN DoD Project Officer  
Air Force Entertainment Liaison Office  
10880 Wilshire Blvd., Suite 1240  
Los Angeles, CA 90024

(b)(6)

Print Name

(b)(6)

Executive Vice President, Business  
Affairs & Operations

Attachment 1: DoD Required Resources  
Attachment 2: Insurance Documentation

FOR: IRON WORKS PRODUCTIONS,  
LLC

Date

*dlf* DoD

*[Signature]* Production Company



# FAX Privileged and Confidential

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To: Captain (b)(6)  
Fax: 310-235-7500

From: (b)(6)

Date: July 6, 2007

Re: Iron Man – DOD Agreement

Pages: 11 (including cover)

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Dear Captain (b)(6)

Attached please find a complete agreement (with pages 5 & 6) for your signature & initials. Kindly fax back to us at 310-550-3125 and I will have it executed and sent back to you.

Thank you,  
(b)(6)

Assistant to (b)(6)

# FAX COVER SHEET



SECRETARY OF THE AIR FORCE  
OFFICE OF PUBLIC AFFAIRS-ENTERTAINMENT LIAISON  
10880 WILSHIRE BLVD, SUITE 1240  
LOS ANGELES CA 90024-4113  
FAX: (310) 235-7500

(310) 235-7511

## U.S. AIR FORCE

DATE: 11 APR 02  
FROM:  
PHONE: (310) 235-7524

REF: ~~IRON MAN~~ Iron Man Prom AGREEMENT  
TO: (b)(6)  
CO/OFC:  
PHONE: (310) 550-3175  
FAX:

This transmission contains a total of 15 pages (including header).  
Please call (310) 235-7511 if transmission is incomplete.

\*\*\*\*\*MESSAGE\*\*\*\*\*

E -

HERE IT IS SIGNED AND INITIALED. MADE A MINOR  
EDIT TO THE HEADER OF ATTACH 1, AND ADDED  
ATTACH 2

-C

**U.S. DEPARTMENT OF DEFENSE  
MOTION PICTURE AND TELEVISION  
PRODUCTION ASSISTANCE AGREEMENT  
- ~~U.S. Air Force~~ License Number SAPA-LA 002-2007**

DoD 

**Attachment 1: DoD Resources Required in Support of Production**

1. Film at Edwards AFB for two days in and around the Marine Aircraft Group 46, Detachment B hangars and Edwards' flightline and tarmac.
2. Film in and around a static C-17 at Edwards AFB.
3. Approximately 150 extras at Edwards AFB to play military member from various services and Afghan nationals during days of filming.
4. Facilitate the acquisition of the new Airman Battle Uniform fabric for a costume house to produce approximately 100 uniforms.
5. Film opportune take-offs, landings and taxiing of Edwards AFB aircraft.
6. Mission allowing, an F-22 Raptor from a unit to be determined for directed photography at a base or location to be determined - the billable rate for an F-22 is approximately \$26,000 an hour.
7. Mission allowing, directed photography of two HH-60 helicopters from Nellis AFB at a set near Lone Pine, Calif. - the billable rate for an HH-60 is approximately \$5400 per hour.
8. Production Company agrees to immediately deposit a check into the Edwards Air Force Base Account #C07MAN00 ("JON Account") the amount of \$15,000 for incidentals expenses occurred during filming. Should this amount be exceeded during filming, Production Company agrees to supplement the account upon request of the DoD project officer. Any unused funds will be refunded to the production company upon completion of production.

PLT DoD

AL Production Company

123456789

07:50:00 p.m. 04-08-2007

2/3

Attachment 2, Lic # SAPA -LA 001-2007, Pg 1

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OF P. 25 IRIS-2	DATE (MM/DD/YYYY) 04/09/07
<b>PRODUCER</b> DeWitt Stern of CA Ins Evc, LLC 5990 Sepulveda Blvd, Suite 550 Van Nuys CA 91411 Phone: 818-933-2700 Fax: 818-933-2701		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Iron Works Productions LLC 9242 Beverly Blvd, Suite 350 Beverly Hills CA 90210		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Fireman's Fund Ins. Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

IRIS CODE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <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"/> OCCUR <input type="checkbox"/> LOC	KPR80869407	10/05/06	10/05/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	KPR80869407 HIRED AUTO PHY DMC \$3,000,000 LIMIT DED: 10% OF LOSS \$3,500 MINIMUM	10/05/06	10/05/07	COMBINED SINGLE LIMIT (EA OCCUR) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A X	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$	XZ054001003	10/05/06	10/05/07	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPERTY DAMAGE/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe limit SPECIAL PROVISIONS below	KWC80945812	10/05/06	10/05/07	<input checked="" type="checkbox"/> NO STATUS <input type="checkbox"/> DTP <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	OTHER Production Package	MPT7106237	10/05/06	10/05/07	SEE ATTACHED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS APPLICABLE BY EMPLOYMENT / SPECIAL PROVISIONS  
 RR: "Iron Man" - The Department of Defense, its agencies, officers, and employees are included as an additional insured as respects the operations of the named insured and as loss payee as their interest may appear.

<b>CERTIFICATE HOLDER:</b> Department of Defense/ Edwards Air Force Base 10880 Wilshire Blvd., Ste 1240 Los Angeles CA 90024	<b>CANCELLATION</b> IF SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, ITS AGENTS OR REPRESENTATIVES. (b)(6)
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123456789

07:50:19 p.m. 04-09-2007 3/3

Attachment 2, Lic # SAPA - LA 002 - 2007 PG 2

Misc. Equipment	\$3,000,000	Limit/\$15,000	Ded.
Props, sets & Wardrobe	\$3,000,000	Limit/\$7,500	Ded.
Third Party Property Damage	\$1,000,000	Limit/\$5,000	Ded.