NOTICE OF AWARD OF CONTRACT

TO: EFX MEDIA
2300 SOUTH NINTH STREET SUITE 136
ARLINGTON, VA 22204

DATE ISSUED: JUNE 13, 2013
CURRENT CONTRACT NO: 298-13

CONTRACT TITLE: VIRTUAL BUS TOUR PRODUCTION SERVICES

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on NOVEMBER 30, 2017.

The contract documents consist of the terms and conditions of the standard form agreement including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
REFER TO PARAGRAPH 5 (ATTACHED)

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: VICTOR VAN REES
TELEPHONE NO.: 703-486-2203

VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: KELLY RINDFUSS
TELEPHONE NO.: 703-228-0890

EMAIL: KRINDFUSS@ARLINGTONVA.US

VENDOR CONTACT: VICTOR VAN REES
TELEPHONE NO.: 703-486-2203

COUNTY CONTACT: KELLY RINDFUSS
TELEPHONE NO.: 703-228-0890

EMAIL: KRINDFUSS@ARLINGTONVA.US

CONTRACT AUTHORIZATION

Elizabeth Dooley, CPPD, CPPB  Date: 6/25/13
Assistant Purchasing Agent

DISTRIBUTION

VENDOR: 1
BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT

THIS AGREEMENT ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and:

NAME/ADDRESS: EFX Media, 2300 South Ninth Street, Suite 136, Arlington, VA 22204 ("Contractor") (collectively the "parties").

1. The Contractor agrees to provide the following goods or services:

Virtual Bus Tour Production Services per the attached Exhibit A (Proposal from EFX Media dated September 10, 2012).

2. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no goods or services are required.

3. The Contractor’s provision of these goods or services shall be subject to review and approval by the County's Project Officer ("Project Officer") assigned by the Director of Arlington Economic Development.

4. The Contractor shall provide the goods or service designated in Paragraph 1 and any attachments beginning on the date of execution of this Agreement by the County, and, unless terminated as provided below, shall continue until November 30, 2017.

5. For services rendered or goods provided by the Contractor and accepted by the Project Officer, the County shall pay the Contractor in the amount of $24,980.00, with payment to be made in one installment of $24,980.00 each. Thereafter the County will pay the Contractor at the hourly rates set forth in Exhibit B for any new work under this agreement. All new work under this Agreement shall be executed through written amendment to this Agreement signed by both parties. Payment to the Contractor shall be net thirty (30) days from receipt by the County of a correct invoice from the Contractor. An invoice’s correctness will be determined by the Project Officer.

6. It is understood and agreed by the parties that the Contractor is an independent contractor separate from the County, and the County will not withhold from the compensation paid to the Contractor any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its agents or employees; further, the County will not provide any insurance coverage or other benefits normally provided by the County for its general employees to the Contractor.

7. The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Agreement:

   a. Pay the subcontractor for the proportionate share of the
total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to any subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in section b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained in this Agreement with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. This Agreement may be terminated upon written notice to the Contractor fifteen (15) days before the date of termination by the Arlington County Purchasing Agent whenever the Purchasing Agent shall determine that such termination is in the County's best interest. The Contractor will be entitled to receive compensation for all Contract goods or services satisfactorily performed by the Contractor and accepted by the County prior to such termination notice.

9. The County shall have the right to terminate this Agreement if the Contractor fails to provide satisfactory goods or services, in the sole determination of the Project Officer. In the event of such termination, the County will give the Contractor written notice forty-eight (48) hours before the effective date and time of termination. Such notice shall be effective upon being mailed by the County to the Contractor. In the event this Agreement is terminated by the County due to the Contractor's failure to provide satisfactory goods or services, the Contractor shall be entitled to receive compensation only for goods or services satisfactorily performed and accepted by the Project Officer prior to the mailing by the County of such termination notice. Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County.
10. It is mutually understood and agreed that time is of the essence and the Contractor agrees that failure to provide timely service under this Agreement shall render this Agreement null and void, and the County will be relieved of all obligations hereunder.

11. The Contractor shall provide the insurance coverages marked with an "X" below before the start of work and shall provide a certificate of insurance evidencing such coverages.

   X  Workers Compensation-Standard Virginia Workers Compensation Policy.

   X  Commercial General Liability (CGL) - $500,000 combined single limit with $1,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. "The County Board of Arlington County, Virginia, and its officers, employees and agents" must be additional named insureds on the CGL policy.

   X  Automobile Bodily Injury and Property Damage Liability - $500,000 Combined Single Limit (Owned, non-owned, or hired, as applicable)

12. The Contractor agrees as follows:

   a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by Virginia or federal law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this nondiscrimination clause.

   b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that it is an Equal Opportunity Employer.

   c) Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

   d) The Contractor shall include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of $10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.

13. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in publicly- and privately-provided services and activities.

14. During the performance of this Agreement, the Contractor agrees to:

   (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for
employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order in excess of $10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.

15. In accordance with § 2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that it does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

16. This Agreement is governed, in part, by all applicable provisions of the Arlington County Purchasing Resolution, which is hereby incorporated by reference into this Agreement. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is fifteen (15) days.

17. This Agreement shall not be effective until a valid County Purchase Order is issued to the Contractor covering the amount of the Agreement.

18. All funds for payments by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board for Arlington County for the goods and/or services provided under this Agreement or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Agreement, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Agreement, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination specified in the County's written notice.

19. This Agreement incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia (§ 18.2-438 et seq.), as amended.

20. No employee of the County shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

21. The County does not discriminate against faith-based organizations.
22. The Contractor and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

23. The Contractor agrees to comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses insofar as those provisions may apply to this Agreement.

24. The Contractor shall be and remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.

25. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and no other state, and the jurisdiction and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court or jurisdiction.

26. The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this paragraph, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Agreement.

27. Notwithstanding any other provision of this Agreement, nothing in this Agreement or any action taken by the County pursuant to this Agreement shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

28. All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in
person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Victor Van Rees
2300 South Ninth Street
Suite 136
Arlington, VA 22204

TO THE COUNTY:

The County Project Officer
Kelly Mindfuss
1100 N. Glebe Road
Suite 1500
Arlington, VA 22201

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

29. The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security, and electronic transaction components of the Health Insurance portability and Accountability Act of 1996 ("HIPAA"). If applicable, the Contractor shall be designated a business associate pursuant and will be required to execute an Arlington County Business Associate Agreement pursuant to 45 C.F.R. §164.502(e) and §164.504(e).

30. This Agreement expressly incorporates any and all attachments and/or exhibits referenced hereinabove by reference. Where the terms and provisions of this Agreement vary from the terms and provisions of any attachments or exhibits, the terms and provisions of this Agreement shall take precedence.

31. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of any or all of its right, title or interest therein, without prior written consent of the County.

32. This Agreement shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

33. All remedies available to the County under this Agreement are cumulative and no remedy hereunder shall be exclusive of any other remedy available to the County at law or in equity.

34. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by a valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED: ________________________________
PRINTED NAME: RICHARD D. WARREN, JR.
PRINTED TITLE: PURCHASING AGENT
DATE: 10/24/12

EFX MEDIA

SIGNED: ________________________________
PRINTED NAME: Victor Van Rees
PRINTED TITLE: VP Federal Marketing
DATE: October 23, 2012

-763-486-2303
Arlington County Virtual Bus Tour 2012
Video Presentation

Submitted to:
Kelly L. Rindfusz
Director, Communications
Arlington Economic Development
Krindfusz@arlingtonva.us

And
Gary Cook
Vornado/Charles E. Smith
gcook@vno.com

Submitted: September 10, 2012
By; Victor VanRees

The EFX Company is a small business, a Virginia Corporation, Established in 1983

Victor VanRees
Vice President of Federal Marketing and Sales
EFXMEDIA
703-486-2303 phone
703-553-9813 FAX
vanrees@efxmedia.com
Introduction

The EFX Company is pleased to present this revised proposal for the production of a video presentation – a Virtual Bus Tour for your November 2 meeting.

EFX is your best choice for this project because:

- EFX Media has considerable experience in providing exactly this type of service in producing videos for real estate developers and trade groups, including the original Virtual Bus Tour in 2010.

- EFX Media has a 29-year history of producing successful national video projects with a staff of highly trained, experienced broadcast professionals.

- EFX Media has a sophisticated in-house video production, editing, graphic design, web programming, hosting and interactive departments experienced in creating stimulating training and public awareness presentations.

- EFX Media has been headquartered in Arlington since 1983 and is extremely familiar with the various neighborhoods, businesses and social fabric in Arlington.

EFX Capabilities

EFX Media is one of the area’s tenured production companies for creative video, interactive programming and graphic design. We have a team of exceptionally talented, creative, and dedicated professionals trained in traditional media, emerging interactive and distribution technologies, as well as business communication.

EFX Media was founded in response to the ever-increasing need for quality video production and electronic graphic design services. We emphasize creating benefits and value for our clients. We have developed methodologies based on industry best practices and years of experience allowing us to deliver quality services.

EFX Media has extensive in-house production facilities including:

- (4) Avid edit suites (complete with HD edit capabilities)
- After-Effects for animation and special effects
- Fulfillment & Multi-format duplication center
- Interactive, multimedia and graphic design departments.

EFX Media’s award-winning creative team has vast experience writing, directing and producing video, internet and multimedia content for all applications and all types of organizations including: Exxon Mobil, America Online, National Geographic, FEMA, US Marshals, Homeland Security, American Red Cross, UN Foundation and many other local and national clients.

2300 South Ninth Street, Suite 136 • Arlington, VA 22204 • T 703.486.2303 • www.efxmedia.com
Technical Approach

EFX will update the 2010 Virtual Bus tour. We will include insertion and enhancement of 51 to 64 slides. Each of five sections will include an audio introduction provided by AED. The elements will be assembled start/stop controls to allow the moderator to pause the presentation at key moments to verbally expound on specific elements and/or answer audience questions.

The elements of the presentation will include:
1) A 30 to 60-second stunning, eye-catching video animation with sound and special effect opening.
2) One zoom from single overhead to each neighborhood.
3) Key project “stops” highlighted on a stylized animated map
4) 5 subsections
5) Graphic fact sheets of destinations that can be paused during Q&A sections

We will start immediately to create the opening, transition elements and fact sheets. All of these elements will be completed no later than October 19.

At every stage of development – creative concept, initial screen shots, initial edit, music selection, etc. your approval will be solicited prior to continuing to the next phase.

Statement of Work

Our producer/director will meet with your staff to discuss all creative approaches, content and production requirements. EFX believes in regular discussions with our clients and submission for approval of every element before moving on to the next phase of production – creative drafts, narration talent, animation/graphics design, music selection, etc.

We will provide creative input to the look and feel of the productions. After scripts are analyzed, a production schedule will be developed. Sample VO narration demos and music from the EFX library will be submitted for selection. After receiving all photos and audio files, we will edit a rough draft of the video for approval. After approval, a final edit version will be created for the presentation in high definition. Additionally, we will create menu driven DVDs to contain the presentation as well as a web-based interaction version. Deliverables include a web video master and a DVD master.

Video Production Cost Estimate

Our estimated budget is $24,980. The spreadsheet below itemizes all production, creative, and post-production.

**TERMS:** EFX Media will bill a nonrefundable deposit of 50% of the quote ($12,490), due upon receipt, to initiate the project with the balance to be billed net 30 upon completion.
### TELEPHONE QUOTATION FORM

**THIS IS NOT AN AUTHORIZATION TO PLACE AN ORDER**

**Authorization received from Purchasing on (date):** 9/1/2010  
**From:** Ashley Barnes  
**TQ No.:** 62

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<td><strong>Firm Name:</strong> EFX Media</td>
<td><strong>Firm Name:</strong> Team Sound &amp; Vision</td>
<td><strong>Firm Name:</strong> Thunder Road Prod.</td>
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<tr>
<td><strong>Division:</strong> Communications</td>
<td><strong>Address:</strong> 2300 Ninth Street South Arlington, VA 22204</td>
<td><strong>Address:</strong> 4455 Connecticut Ave. Washington, DC 20008</td>
<td><strong>Address:</strong> <a href="http://www.thunderroadprod.com">www.thunderroadprod.com</a></td>
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<tr>
<td><strong>Caller Name:</strong> Kelly Rindfusz</td>
<td><strong>Telephone:</strong> 703-486-2303</td>
<td><strong>Telephone:</strong> Office: (202) 363-1000</td>
<td><strong>Telephone:</strong> 240.876.3034</td>
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<tr>
<td><strong>Date Called:</strong> 9/1/2010</td>
<td><strong>Salesperson:</strong> Victor Van Rees</td>
<td><strong>Salesperson:</strong> Peter Davis</td>
<td><strong>Salesperson:</strong> Tim Evans</td>
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**FRT/DEL. CHARGE (IF ANY):**

**COMPLETE THE FOLLOWING:**

| TOTAL | 24410 | 136,192 | 39,500 | 0 |

**DELIVERY TIME IN DAYS:**

**VENDOR PAYMENT TERMS:**

**VENDOR DELIVERS OR PICK UP**

**TAX ID. NO. OF Awardee:**

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Written confirmation of all purchases of services over $2,500 and goods over $5,000 is required to be attached. No order shall be placed prior to receiving a numbered purchase order from DMF.

**COMMENTS/EXPLANATIONS:**
ARLINGTON ECONOMIC DEVELOPMENT
PO REQUEST / INVOICE PAYMENT AUTHORIZATION

If this is an increase to an existing PO#  No Amount to increase

Reason for Increase:

Purchase Authority (i.e. contract, bid, tq, sole source, x5000, etc.) TQ# 4 2

Supplier's Name  EFX Media

Address  2300 S. Ninth Street, Suite 136

Contact  Victor Van Rees

Email  vvanrees@efxmedia.com

Tax ID  On File

Phone  (703) 486-2303

Fax  (703) 553-9813

Description of Order/Service

Video Production

Account Distributions

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Invoice Payment Authorization

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Requester's Signature:  [Signature] Date: 09-Sep-10

Division Director's Approval:  [Signature] Date:
Arlington County Virtual Bus Tour
Video Presentation
REVISED

Submitted to:

Kelly L. Rindfusz
Director, Communications
Arlington Economic Development
Krindfusz@arlingtonva.us

And
Gary Cook
Vornado/Charles E. Smith
gcook@vno.com

Submitted: August 26, 2010

By; Victor VanRees

The EFX Company is a small business, a Virginia Corporation, Established in 1983

Victor Van Rees
EFX MEDIA
703-486-2303 phone
703-553-9813 FAX
vanrees@efxmedia.com
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EFX is your best choice for this project because:

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- EFX Media has a 27-year history of producing successful national video projects with a staff of highly trained, experienced broadcast professionals.

- EFX Media has a sophisticated in-house video production, editing, graphic design, web programming, hosting and interactive departments experienced in creating stimulating training and public awareness presentations. This allows us to control both cost and quality.

- EFX Media has been headquartered in Arlington since 1983 and is extremely familiar with the various neighborhoods, businesses and social fabric in Arlington.

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EFX Media is one of the area’s tenured production companies for creative video, interactive programming and graphic design. We have a team of exceptionally talented, creative, and dedicated professionals trained in traditional media, emerging interactive and distribution technologies, as well as business communication.

EFX Media was founded in response to the ever-increasing need for quality video production and electronic graphic design services. We emphasize creating benefits and value for our clients. We have developed methodologies based on industry best practices and years of experience allowing us to deliver quality services.

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  • After-Effects for animation and special effects
  • Fulfillment & Multi-format duplication center
  • Interactive, multimedia and graphic design departments.

EFX Media’s award-winning creative team has vast experience writing, directing and producing video, Internet and multimedia content for all applications and all types of organizations including: Exxon Mobil, America Online, National Geographic, FEMA, US Marshals, Homeland Security, American Red Cross, UN Foundation and many other local and national clients.
Technical Approach

EFX will utilize a modular approach to the presentation to allow for insertion of new material up to 48 hours prior to the meeting. More importantly, this approach lets us begin development of the more creative, and time intensive, elements in the presentation immediately.

The elements will be assembled on an interactive DVD to allow the moderator to pause the presentation at key moments to verbally expound on specific elements and/or answer audience questions. Control buttons, similar to those utilized in the following example will give the moderator complete control – Booz Allen Hamilton – ORG DNA marketing presentation: http://www.efxmedia.com/clients/bah/orgDNA/

The elements of the presentation will include:
1) A 30 to 60-second stunning, eye-catching video animation with sound and special effects.
2) 35+ key project “stops” highlighted on a stylized animated map
3) 5 subsections (a possible 6th “retail”)  
4) Transition effects – streaks of light, animated pathways, e.g. overlays of moving along map to each stop  
5) 5 to 10 60-second sponsor videos inserted (production not included)
6) Graphic fact sheets of destinations that can be paused during Q&A sections

We will start immediately to create the opening, transition elements and fact sheets. All of these elements will be completed no later than October 1. The following week of October 7 will be the deadline to receive, and to insert into the program presentation, all sponsored videos.

At every stage of development – creative concept, initial screen shoots, initial edit, music selection, etc. your approval will be solicited prior to continuing to the next phase.

Creative Approach

You have indicated a desire to “wow” your audience with a stunning presentation to retain attention, impart important information, and allow interaction between live presenters and the audience. We have developed a presentation outline meeting all your criteria. We want to create an “E Ticket Ride” to both inform the audience and leave a lasting impression.

Our approach is geared toward the melding of eye-catching animation, special effects, and music with representative virtual and actual scenes of neighborhoods and real estate opportunities. Most of all, we wish to create a synergy between the technical and the personality of the real people and businesses in unique geographic universes.
If you are in agreement with the above Statement of Work, Pricing and Terms, please signify by signing on the line provided below and FAX one original back to EFX Media at 703-553-9813.

We look forward to working with you and thank you for choosing EFX Media.

Sincerely,

Victor Van Rees
EFX Media
vvanrees@efxmedia.com

Agreed to this date:

By:

Kelly L. Rindfusz
Arlington Economic Development

<table>
<thead>
<tr>
<th>Client: Arlington Economic Development</th>
<th>Date: 9/7/12</th>
<th>ESTIMATE v.1</th>
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<tbody>
<tr>
<td>Deliverable(s): Interactive Program; One Master CD</td>
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<table>
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<tr>
<th>Item</th>
<th># Units</th>
<th>Unit $</th>
<th>Total $</th>
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<tbody>
<tr>
<td>PRE-PRODUCTION SERVICES</td>
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<tr>
<td>Project Management</td>
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<td>Copy Writing/Scripting</td>
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<td>AED</td>
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<tr>
<td>Location Photographs &amp; Screen Grabs</td>
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<td>INTERACTIVE DESIGN SERVICES</td>
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<td>Presentation Template Design</td>
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<td>Voice-Over Narration &amp; Editing</td>
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<tr>
<td>Music/SFX</td>
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<tr>
<td>Mastering Package</td>
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<tr>
<td>Miscellaneous</td>
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| Total ESTIMATED Production Cost $ | 24,988.00 |
October 23, 2012

Mr. Ashley Barnes  
Arlington County  
Via email: ebarnes@arlingtonva.us

Dear Mr. Barnes:

Per your request, EFX Media will provide Arlington the following labor and material pricing on a fixed basis for through 2017.

10/1/2012 through 10/1/2015
Project Management / Coordination  100.00 per hour
Copy Writing/Scripting  140.00 per hour
Creative Direction/Graphic Design  140.00 per hour
Interactive Producer/Programmer  140.00 per hour
Editing with After Effects  200.00 per hour
Music/SFX  300.00 fee
Mastering Package  200.00 fee
(transfer to web and/or video masters)

Victor Van Rees  
Vice President of Federal Marketing and Sales  
The EFX Company (dba EFXMEDIA)  
703-486-2303 phone  
703-553-8813 FAX  
vannel@efxmedia.com