

SPONSORSHIP AGREEMENT

API Contract #2019-113043
@mikeroweworks.com

This Sponsorship Agreement ("**Agreement**") is entered into as of June 11, 2019 ("**Effective Date**") by and between American Petroleum Institute ("**API**") and MRW Productions, LLC ("**MRWP**") with reference to the following:

- A. MRWP is developing and producing a series tentatively entitled, *The Way I Heard It f/k/a Mike Rowe Knows* (the "**Series**") which will include the performance of Mike Rowe ("**Rowe**")
- B. API desires to sponsor six (6) episodes of the Series (collectively, the "**Sponsored Episodes**").
- C. API and MRWP (collectively the "**Parties**") desire to enter into this Agreement to outline the terms and conditions of such sponsorship.

Now, therefore, the parties agree as follows:

1. **Sponsored Episodes.**

- a. MRWP is developing the Series in accordance with the general description specified in **Exhibit A** attached hereto and incorporated herein, which includes the specific content anticipated for the Sponsored Episodes.

- b. MRWP is engaging a production company to assist with the development and production of the Series ("**Production Company**"). The Production Company is currently anticipated to be School of Humans.

- c. The Parties agree that the Sponsored Episodes

MRWP's determination on creative and business matters relating to the Series, including the Sponsored Episodes and other "Series Materials" (as defined below), will be final and controlling.

- d. The trademarks "American Petroleum Institute" and "API" are the registered trademarks of API (the "API Marks"), and MRWP shall not use the API Marks or any formative marks in any credits on MR Channel, Third Party Platform, sponsorship message or any publicity or advertising, or for any other purpose except as contemplated herein without the prior written approval of API.

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2. **Sponsor Materials.**

a.

b.

MRWP will have the final decision on creative execution of, and business decisions relating to, the Mike Rowe Minutes as contemplated above. In the event that API wants to have any employees and/or contractors of API or its members involved in the Mike Rowe Minutes, API will be responsible for all fees, costs, and expenses associated with their participation (e.g., compensation, travel expenses, etc.); and API acknowledges that such employees and contractors will be required to sign the Production Company's standard release form as a condition of their participation.

c.

d.

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3. **Delivery; Exploitation.**

a.

b.

c.

4. **Fee.** API shall pay a fee (the "**Sponsor Fee**") of _____ to sponsor the Sponsored Episodes. MRWP acknowledges that API already advanced and paid a non-refundable _____ of the Sponsor Fee. The remaining balance of the Sponsor Fee of _____ ("**Production Fee**") shall be payable in accordance with the following: (a) fifty percent (50%) upon execution of this Agreement, (b) thirty five percent (35%) upon MRWP's completion of photography of the Sponsored Episodes, and (c) fifteen percent (15%) upon MRWP's delivery of the Teasers and Mike Rowe Minutes to API or API's designee and confirmation from MRWP that the Sponsored Episodes are completed and ready to launch.
5. **Term.** The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect through one year after _____ in any medium ("**Term**").
6. **Approval of Rowe Materials.** Any materials containing Rowe's name, photograph, likeness, signature, endorsement, or biographical materials ("**Rowe's Likeness**"), including alterations or additions to Teasers or Mike Rowe Minutes by API, promotional/advertising/marketing materials to be used by API and any press release (collectively "**Rowe Materials**"), shall be approved by MRWP. API acknowledges that approval by MRWP shall be "in context" (meaning not just approval of the Rowe Likeness but approval of the advertisement or materials as a whole to see the context in which a Rowe Likeness is used) API agrees that there shall not be any invasive internet advertising (e.g., pop-ups or screen takeovers or email blasts) using Rowe's Likeness. MRWP shall respond within five (5) business days following API's submission of Rowe Materials for approval; but in the event MRWP fails to respond, such Rowe Materials will be deemed not approved. API agrees that there will be no use of Rowe's Likeness to imply an endorsement of any product or services other than the Series.

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7. **Insurance.** MRWP shall carry Workers' Compensation insurance and any other insurance required by the jurisdiction in which the work pursuant to this Agreement will be performed. MRWP shall obtain and maintain Comprehensive General Liability Coverage in an amount sufficient to cover all of MRWP's operations and obligations under this Agreement. MRWP shall cause Production Company to procure and maintain, at its sole cost and expense, the insurance listed on **Schedule 1** which is attached hereto and incorporated herein by reference. MRWP shall also cause Production Company to add API as additional insureds under each such policy and shall provide copies of all certificates to API.

8. **Representations, Warranties and Indemnity.**

- a. MRWP represents and warrants that: (i) it has the full right, power, and authority to enter into this Agreement and to fulfill its obligations hereunder; (ii) the Sponsored Episodes and exploitation thereof as contemplated herein shall not infringe and/or otherwise violate the rights of any third party or constitute an invasion of anyone's right to privacy; (iii) subject to API's representations herein and any restrictions on use provided by MRWP or Production Company at the time of delivery to API (e.g., limitations relating to music or other clearances), the Teasers and Mike Rowe Minutes and exploitation as contemplated herein do not infringe and/or otherwise violate the rights of any third party or constitute an invasion of anyone's right to privacy; (iv) to the best of MRWP's knowledge upon reasonable diligence and investigation, there are no claims, actions, proceedings or suits of any kind or nature, pending or threatened, with respect to the Sponsored Episodes and other Series Materials; and (v) the Sponsored Episodes and other Series Materials will be produced in compliance with all applicable laws and regulations.
- b. API represents and warrants that: (i) it has the full right, power and authority to enter into this Agreement and to fulfill its obligations hereunder; (ii) the materials it provides to MRWP for inclusion in the Mike Rowe Minutes shall not infringe and/or otherwise violate the rights of any third party; provided that API shall have an opportunity to review a draft of the Mike Rowe Minutes to insure that the material included does not violate any such rights; and (iii) the Teasers and Mike Rowe Minutes will be exploited by API in compliance with this Agreement and all applicable laws and regulations.
- c. MRWP hereby agrees to assume liability for, and shall, to the fullest extent permitted by law, indemnify, defend and hold harmless API and its officers, directors, employees, and members (collectively, "**API Indemnified Parties**"), from and against any and all third party claims, demands, counterclaims, actions, suits, costs, liabilities, liens, judgments, obligations, losses, penalties, damages and/or expenses, including, without limitation, all reasonable outside attorneys' fees and court costs, of any kind or nature whatsoever, in law, in equity or otherwise (collectively "**Claims**"), imposed on, incurred by, or asserted against any API Indemnified Party by any third party, arising out of or related to: (i) MRWP's breach or alleged breach of any representation, warranty, covenant or obligation of MRWP or Production Company contained in or made pursuant to this Agreement, or (ii) the development, production or delivery of the Series Materials or any part of any of the foregoing, unless and to the extent such Claim is based upon a breach or alleged breach of API's representations, warranties, or obligations set forth herein, or); (iii) damages to any property or bodily injury to or death of any person alleged to be arising out of or caused by MRWP or Production's negligence or willful misconduct; or (iv) are alleged to arise out of or are or were caused by MRWP or Production Company's alleged infringement of a third party's intellectual property rights, invasion of privacy, false light portrayal of a third party, or use of a third party's likeness without permission. Notwithstanding the foregoing, MRWP's indemnity obligations do not extend to any claims arising out of or related to API's conduct, including any materials provided and incorporated by API or inserted (at API's direction).

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- d. API hereby agrees to assume liability for, and shall, to the fullest extent permitted by law, indemnify, defend and hold harmless MRWP and Production Company and their officers, directors and owners (collectively, "**MRWP Indemnified Parties**"), from and against any and all Claims imposed on, incurred by, or asserted against any MRWP Indemnified Party by any third party, arising out of or related to: (i) API's breach or alleged breach of any representation, warranty, covenant or obligation of API contained in or made pursuant to this Agreement, or (ii) API's conduct, including any materials provided and incorporated by API or inserted (at API's direction).
9. **Force Majeure.** This Agreement shall be extended for a period equal to the time during which MRWP cannot perform any of its obligation hereunder as a result of an act of force majeure, including but not limited to fire, explosion, strike, labor dispute/lockout, act of God or public enemy, war, civil disturbance, terrorist act or threat, act of any government, transportation contingencies or other causes beyond the control of MRWP or Production Company. These events shall also not constitute a breach of this Agreement.
10. **Termination Provisions.**
- a. In the event MRWP is unable by the Final Launch Date to complete all or part of the Series Materials and deliver the Teasers and Mike Rowe Minutes due to any event of Force Majeure, or the death or illness of Rowe which renders him incapable of shooting (collectively, "**Termination Events**"), then the following shall apply:
 - i. if MRWP is unable to complete any of the Series Materials and thus unable to deliver any of the Teasers and Mike Rowe Minutes due to the Termination Events by the Final Launch Date, the Agreement shall be terminated and MRWP shall refund the Production Fee;
 - ii. if MRWP is unable to complete some (but not all) of the Series Materials and thus unable to deliver some of the Teasers and Mike Rowe Minutes due to Termination Events by the Final Launch Date, API shall only owe a pro-rata portion of the Production Fee based on the number of Sponsored Episodes that MRWP completes (per Sponsored Episodes) and MRWP shall refund any amount paid in excess of that amount; and API shall have the right to use and distribute the paid Teasers and Mike Rowe Minutes via any media or on any digital platforms in accordance with the applicable terms of this Agreement as contemplated herein for the Term (i.e., one year after MRWP's delivery of the paid Teasers and Mike Rowe Minutes).
 - b. In the event of a material breach by either party of this Agreement, that is not prospectively remedied within thirty (30) days following receipt of written notice (or five business days in the event of a payment default), the non-breaching party shall have the right to terminate this Agreement and the following shall apply: (i) if MRWP is the breaching party and API terminates, MRWP shall refund to API based on a pro rata dollar amount of the Production Fee as is the case in the event of a termination under Section 10a.ii. above (or if no Series Materials are completed and delivered, the full Production Fee paid will be refunded as under section 10a.i. and API shall have the right to use and distribute the paid Teasers and Mike Rowe Minutes via any media or on any digital platforms in accordance with the applicable terms of this Agreement as contemplated herein for the Term (i.e., one year after MRWP's delivery of the paid Teasers and Mike Rowe Minutes); and (ii) if API is the breaching party and MRWP elects to terminate, MRWP is still entitled to receive the full Sponsor Fee and API shall remain obligated to pay the full Sponsor Fee. In the event that the material breach is not a payment default and the breaching party is using good faith efforts to remedy the breach prospectively, the thirty (30) day period shall be extended for a reasonable amount of time to allow the cure to be effectuated. MRWP acknowledges that any failure, other than for the reasons specified in Section 10a above, to complete all or part of the Series Materials and deliver all Teasers and Mike Rowe Minutes to API by the Final Launch Date constitutes a material breach.

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- c. After termination or expiration of the Term, except as otherwise contemplated in Section 10a and 10b.(i) above, then (a) MRWP and Rowe shall no longer have the obligation to keep the Mike Rowe Minutes in a Sponsored Episode or have any particular form or position of credit for API in the Sponsored Episodes, but API will remain in the end crawl of the Sponsored Episodes (in the form of a thank you credit with or without the sponsorship reference as determined by MRWP in its sole discretion) in perpetuity so long as the Agreement was not terminated due to API's breach, and (b) API shall cease exploitation of the Teasers and Mike Rowe Minutes unless otherwise approved by MRWP in its sole discretion. The representations, warranted and indemnities shall survive any termination or expiration of the Term.
11. **Notices.** Except as otherwise expressly specified in this Agreement, all notices shall be given in writing, by certified mail (return receipt requested), overnight express courier, personal delivery, or email to the party concerned, at the address specified hereunder or at such other address as may be subsequently designated in writing by such party. Notice shall be deemed given on the date received if by certified mail, on the day of the email transmission if by email (if emailed before 6:00 PM, receiving party's time; otherwise, the next business day following the day of emailing), on the day delivered if by personal delivery, or on the first business day following the overnight mailing if sent by reputable overnight courier. Notices shall be sent to the following addresses:

To MRW:

MRW Productions, LLC



Email: @mikeroweworks.com
Attn: Mary Sullivan, President

To API:



Email: @api.org
Attn: Megan B. Bloomgren

12. **Miscellaneous.**

- a. Except as specifically provided herein, all aspects of API's credit (including, without limitation, size, style and placement) will be at MRWP's sole discretion. No casual or inadvertent failure by MRWP to provide such credit, nor any failure by any third party to provide such credit, shall be deemed a breach of this Agreement. In the event of any failure to comply with such credit obligations, the sole right and remedy of API shall be the right, if any, to seek damages and shall not include the right to rescind this Agreement. If MRWP becomes aware of any failure to accord a required credit hereunder, MRWP agrees to take reasonable steps to cure such failure on a prospective basis. All of the credit obligations in this Agreement shall be subject to the then-current credit policies of any applicable licensee of the Series.
- b. This Agreement may be executed in two or more counterparts (which may be exchanged by facsimile or electronic transmission), each of which shall be deemed an original and all of which shall constitute one instrument.
- c. If any provision or any part of any provision of this Agreement is held to be illegal, invalid or unenforceable, such legality, invalidity or unenforceability will not affect the validity or enforceability of any other provision or part of any provision thereof.


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- d. The parties agree that they will keep all proprietary information (including without limitation the terms of this Agreement), regarding the Series (collectively, "**Confidential Information**") confidential and shall not use or disclose any such Confidential Information, in whole or in part, to any party or entity, except (a) as may be required by law or court order, (b) unless such Confidential Information becomes public information through no fault of such party, or (c) to such party's accountant, auditors and legal counsel who shall be bound to the confidentiality obligations set forth herein.
- e. API acknowledges that nothing herein shall transfer to API any right, title or interest in or to any of the Series Materials, which are wholly-owned by MRWP, and that API simply has the rights to exploit the Teaser and Mike Rowe Minutes during the Term as contemplated herein. API agrees that no breach by MRWP or Rowe of this Agreement or no other circumstances shall entitle API to enjoin the exploitation of the Material or the Work, to terminate or rescind any rights in the Material granted to, or to obtain any other form of equitable relief, specific performance or otherwise. API agrees that its sole remedy shall be a cause of action for actual money damages and it believes that such remedy is reasonable and adequate. In the event that API creatively contributes any ideas, suggestions, or creative direction to the Series, API agrees that it shall be done as a "work made for hire" within the meaning of the United States Copyright Law, and if it is not recognized as such then API hereby irrevocably and absolutely assigns to MRWP all of its rights (copyrights, rights under copyright and otherwise, whether now known or in the future) and all renewals and extensions thereof as may exist now or in the future, in and to such contributions throughout the universe and in perpetuity; provided that the foregoing shall not be deemed to transfer any trademarks of API to MRWP.
- f. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties consent to the exclusive jurisdiction and venue of the federal and state courts in the State of California, County of Los Angeles.
- g. **IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES.**
- h. This Agreement contains the entire understanding of the parties regarding its subject matter and supersedes all prior agreements and understandings, both oral and written, between API and MRWP with respect to such subject matter. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by either party hereto. This Agreement can only be modified by a subsequent written agreement executed by both parties.

NOW, THEREFORE, the parties hereby acknowledge their acceptance and approval of the foregoing by executing this Agreement in the space set forth below.

American Petroleum Institute ("API")

MRW PRODUCTIONS, LLC ("MRWP")

By:  6/24/2019 | 7:59 AM EDT
 Michael J. Sommers
 President and Chief Executive Officer

By:  6/19/2019 | 3:05 PM EDT
 Mary Sullivan, President

SCHEDULE 1
INSURANCE REQUIREMENTS

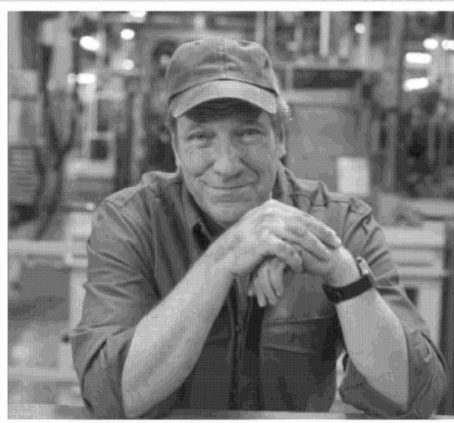
1. General Liability/Umbrella: with industry standard levels of comprehensive general liability (coverage of not less than \$1,000,000 (US) per occurrence and \$2,000,000 (US) in the aggregate), and umbrella/excess liability (coverage of not less than \$1,000,000 (US) per occurrence). The policy shall provide coverage for claims arising out of events occurring during the period from commencement of initial development of the Sponsored Episodes through the delivery of the Sponsored Episodes to MRWP and will cover, without limitation, third party bodily injury and property damage incurred as a result of the Production Company's negligence, and shall have no deductible.
2. Commercial Comprehensive Automobile Liability Insurance Policy providing coverage for all owned, non-owned and hired vehicles, with a combined single coverage limit of not less than One Million Dollars (\$1,000,000) per occurrence. The Commercial Automobile Liability Policy shall provide coverage for claims arising out of events occurring during the period from commencement of initial development of the of the Sponsored Episodes through the delivery of the Sponsored Episodes to MRWP, and may contain a deductible for damage to a vehicle, but in no event shall it exceed Twenty-Five Hundred Dollars (\$2,500) per occurrence.
3. A statutory Workers' Compensation Insurance Policy with coverage limits as required by law for all locations in which services under the Agreements are to be provided and that includes employers' liability coverage with a coverage limit of not less than One Million Dollars (\$1,000,000). The Workers' Compensation Insurance Policy shall provide coverage for claims arising out of events from initial development of the Sponsored Episodes through the delivery of the Sponsored Episodes to MRWP, and shall have no deductible.
4. DICE (Documentary, Industrial, Commercial & Educational) Package – Coverage to include the coverage below and shall provide coverage for claims arising out of events from initial development of the Sponsored Episodes through the delivery of the Sponsored Episodes to MRWP in accordance with the requirements of the Agreements.
5. Miscellaneous Equipment – covers the rented production equipment (lights, cameras, production vehicles trucks) from damage and or loss. Limits should be sufficient to replace damaged or lost equipment.
6. Third Party Property Damage – Covers damage to locations while in the production companies care or control. Also provides coverage for loss of use to rented equipment. Limits should be sufficient to cover any damage.
7. Props, Sets and Wardrobe – Covers props, sets and wardrobe from damage and loss. Limits should be sufficient to replace damaged/lost property.
8. Negative/Faulty Stock Coverage – covers the additional expenses incurred to recreate footage damaged as a result of damage/loss of the negative and or use of faulty stock (matching the Budget at very least). Limits should be sufficient to replace any footage damaged/lost.
9. Extra Expense – covers additional expenses incurred as a result of a damaged equipment, loss of use to a location, etc. (matching the Budget at very least). Limits should be sufficient to replace any footage damaged/lost.
10. Professional/Media Liability: with coverage of not less than \$3,000,000 (US) per occurrence and \$5,000,000 (US) in the aggregate. Such policies shall include standard coverage for defamation, infringement of common law or statutory copyright, trade secret, know-how and other present and future proprietary rights, infringement of privacy and publicity rights, unauthorized use of name, likeness and/or materials. The errors and omissions policy shall be placed on an "occurrence" basis with full prior acts coverage for claims arising out of events from the initial development of the Sponsored Episodes through four (4) years after the start of principal photography. It shall include coverage for exploitation of the Sponsored Episodes, Teasers, and Mike Rowe Minutes in all media, whether now known or hereafter discovered, throughout the universe.



THE WAY I HEARD IT

**Join Mike as he uncovers the hidden histories
that fuel the America we know and love.**

If Mike Rowe has learned anything in his years of meeting hard working people across the US and sharing their stories, it's that most folks don't appreciate the hard work that goes into nearly everything that makes up American popular culture, and aren't aware of the vast opportunities that exist in the industries that power our American way of life. But maybe there's a way to kill two birds with one stone. Or at least, with one entertaining series.



⚡ THE WAY I HEARD IT ⚡

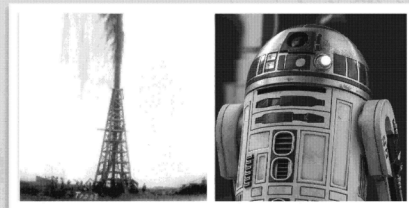
The problem is simple. Getting kids (and for that matter, adults) to pay attention to opportunities in the power industry is tough – which is why there's a skills gap that needs addressing. In his years of work through the mikeroweWORKS Foundation, promoting skilled trades and educational alternatives, Mike knows if you want young folks to consider an opportunity you have to let them know it exists – and engage them as to why it's something that matters. To do that, Mike wants to weave the story of power into the fabric of American culture. And make it a fun, curiosity-driven ride.

The Way I Heard It is an entertaining romp through history that showcases the fascinating untold history behind iconic parts of American culture. Like in the series *How Booze Built America* or *Connections*, in each episode Mike takes us on a Rube Goldberg-like journey that shows the circuitous path of how many iconic American things – from the personal computer revolution, to the marriage of Elvis, to the invention of R2D2 – ultimately came to be. And each of those journeys will include a surprising connection to the history of power and energy and highlight how people working in oilfields, on power lines, on pipelines and in factories have been key cogs in the American machine.

THE WAY I HEARD IT

Format

At the beginning of each episode of *The Way I Heard It*, Mike starts with two seemingly unrelated things – one, a distant moment from the history books, and the other, an iconic pop culture moment. Then he guides us as we go on a winding journey of causal connections to see how one ultimately caused the other. Our journey will wind through the history of industrial and power innovations and will highlight ingenuity and scientific innovations. Each episode is told with a mix of Mike's trademark conversations with working people, animation and cheeky recreations that bring each untold history to life with levity and humor. Mike takes us down the road less traveled, through unlikely twists and turns in development and discovery that you wouldn't necessarily think would lead to greatness, but do. And along the way, we meet the hardworking men and women who have powered modern American life – and discover the ways in which everything we love has a long history of hardworking people behind it. And ultimately, we learn how power powers America's past, present, and future.



For example, Mike might explore how a huge oil strike in 1901 ultimately invented StarWars

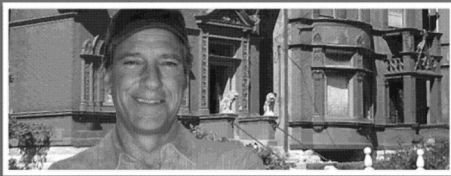


EXAMPLE EPISODE BREAKDOWN:
"How Helen Keller made your iPhone"

EXAMPLE EPISODE:

"How Helen Keller made your iPhone"

THE WAY
I HEARD IT



WE SEE

1886, BOSTON - We open on Mike as he rides in a carriage (or drives) with the Kellers and their 6 year old daughter Helen. They arrive at 18 Beacon Street. Once inside, Mike speaks to camera as he weaves through desks and equipment as Bell tutors Helen. Cut to:

PRESENT, DC (Volta Laboratory and Bureau) - Mike visits Bell's invention laboratory where he meets with an expert to discuss how Bell's telephone project developed and changed the course of history.

(ANIMATION AND GFX PUNCTUATE THE STORY THROUGHOUT)

WE HEAR

CHAPTER 1: WHEN HELEN MET ALECK

We all know the story of Helen Keller, who was left blind and deaf by illness when she was just 19 months old. Her parents struggled to find someone who could help Helen communicate with the world. Their search brought them in contact with Aleck, who ran the School of Vocal Physiology and Mechanics of Speech in Boston, and he attempted to tutor six-year-old Helen... but with little success. He would ultimately refer the Kellers to a school for the blind that arranged for a former student, Anne Sullivan, to become Helen's private teacher, and with Helen, Anne was truly a miracle worker. Bell would also become Keller's lifelong benefactor for her many efforts.

But Aleck, as his friends called him, also remained committed to the effort, and obsessed with all things acoustic. It would be a lifelong passion, one that would ultimately lead Aleck - better known today as Alexander Graham Bell - to invent something that changed the world: the telephone.

NEXT CHAPTER



EXAMPLE EPISODE:
"How Helen Keller made your iPhone"

**THE WAY
I HEARD IT**

WE SEE



1890s - Mike rides in a bucket to the top of a power pole to join an early lineman as he works on a pole.

PRESENT - Mike swivels to the next pole to interview a modern lineman or other appropriate energy industry professional, atop the pole.

(ANIMATION AND GFX PUNCTUATE THE STORY THROUGHOUT)

WE HEAR

CHAPTER 2: ALONG CAME THE LINEMEN

The invention of the telephone meant the advent of telephone lines, and the advent of combined power / telephone lines meant the advent of the lineman. Though many think of linemen today as working with power lines on power poles, those poles, and the linemen who climbed them, were originally for telegraph and telephone lines; electricity came later. And needless to say, electricity made the job a lot more dangerous.

NEXT CHAPTER



EXAMPLE EPISODE:

"How Helen Keller made your iPhone"

THE WAY
I HEARD IT



WE SEE

1962, FLORIDA – Mike walks with Jerry, still in his lineman's gear, as Jerry tells his bosses he'll be taking another job, sharing the letter from the secret service, making it official. Cut to:

1939, MOVIE THEATRE – Mike eats popcorn with 9 year old Jerry as they watch Reagan's movie "Code of the Secret Service". Cut to:

PRESENT, DC - Mike walks the egress area of DC Hilton, where Reagan was shot.

(ANIMATION AND GFX PUNCTUATE THE STORY THROUGHOUT)

WE HEAR

CHAPTER 3: JERRY PARR FINDS HIS PURPOSE

32-year-old Jerry Parr was working as a lineman for Florida Power and Light when he interviewed for a new job. His prospective employers warned that this new work might be dangerous, but Jerry figured it couldn't be any more so than being a lineman.

So he took the new job: as a Secret Service Agent. In his 23 years on the job, Jerry protected numerous high-ranking US officials, as well as Great Britain's Queen Elizabeth II, Japan's Emperor Hirohito, and Pope John Paul II.

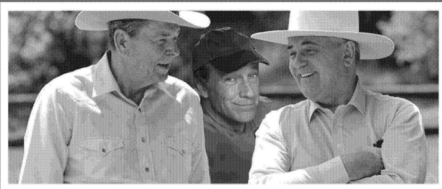
And March 30, 1981, Parr found himself in the line of fire, when John Hinkley attempted to assassinate US President Ronald Reagan. Parr was the agent who quickly pushed Reagan into the shelter of his bulletproof limousine, sparing Reagan further injury and probably saving his life. All in a day's work for the man inspired to become a Secret Service agent by a movie he loved as a nine year old, a film called "Code of the Secret Service". By the way, who starred in the film? Ronald Reagan.

NEXT CHAPTER



EXAMPLE EPISODE:
"How Helen Keller made your iPhone"

**THE WAY
I HEARD IT**



WE SEE

PRESENT, WINCHESTER, VIRGINIA
(Shenandoah University) - Mike stands beneath a statue of Reagan and Gorbachev entitled "The Peacemakers." He holds a piece of the real Berlin wall that he bought it on E-bay for 59.99.

1990, SANTA BARBARA, CALIFORNIA
(Reagan Ranch) - Mike inserts himself into a friendly photo of Reagan and Gorbachev as they foster their newfound partnership.

(ANIMATION AND GFX PUNCTUATE THE STORY THROUGHOUT)

WE HEAR

CHAPTER 4: **MR. GORBACHEV, TEAR DOWN THIS WALL**

June 12, 1987, West Berlin, Germany. US President Ronald Reagan, having survived an assassination attempt six years earlier, exhorts USSR General Secretary Mikhail Gorbachev to "tear down this wall," delivering a fatal blow to the long, expensive Cold War that saw both countries divert and restrict considerable resources for their nuclear arms programs.

NEXT CHAPTER



EXAMPLE EPISODE:

"How Helen Keller made your iPhone"

THE WAY
I HEARD IT



WE SEE

PRESENT, COCKEYSVILLE, MARYLAND

Mike, suited up in a full "cleanroom" suit, walks and talks through Saft America, the battery manufacturing and research facility which builds lithium-ion batteries for satellites, weather balloons, rocket ships, military Humvees, fighter jets and even Formula One race cars. Along the way he interviews a few of Saft's experts and technicians.

(ANIMATION AND GFX PUNCTUATE THE STORY THROUGHOUT)

WE HEAR

CHAPTER 5: BRING ON THE LITHIUM

With the Cold War over, the US Department of Energy, which had stockpiled lithium since the 1950s for use in nuclear arms production, released huge quantities of lithium to the open market.

Since the 1970s, scientists and engineers like British Chemist Stanley Whittingham had been proposing making rechargeable batteries out of lithium, but back then, with all that lithium reserved for military use, it was too expensive to be practical for battery production. The end of the Cold War changed all that.

NEXT CHAPTER



EXAMPLE EPISODE:

"How Helen Keller made your iPhone"

THE WAY
I HEARD IT



WE SEE

PRESENT — Mike walks and talks through a dense remote forest. He casually uses his iPhone to navigate as he traverses through the rugged wilderness, fords a stream, etc. He emerges out of the woods in civilization, a car pulls up. It's his Uber. The driver says "Mike?" Mike says "Yep." as he gets in and they drive away.

(ANIMATION AND GFX PUNCTUATE THE STORY THROUGHOUT)

WE HEAR

CHAPTER 6:

ALL THE TECH, ALL THE TIME, EVERYWHERE.

Mike concludes that today lithium-ion batteries are smaller, lighter, and longer-lasting than traditional batteries, making them ideal for devices that are highly portable. They have thus found their way into all of the personal tech we know and love today, especially cell phones, GPS devices, digital cameras, and drones.

NEXT CHAPTER



THE WAY I HEARD IT

Additional Episode Examples

How An Eighteenth-Century Blacksmith Gave The World WiFi

Mike sits in a production office next to a producer doing research on the Internet. They are looking up who invented WiFi. Looking at the knickknacks on the producer's cubicle, Mike points out a lucky horseshoe, and says that the way he heard it, it has something to do with that.

Mike reminisces over the forgotten job of blacksmith and its origins going back thousands of years to Ancient China up to colonial America, where the blacksmith was an essential part of the community – they even pulled teeth! In 1797, one blacksmith by the name of Charles Newbold had an idea for the cast-iron plow. It worked, but he didn't anticipate the backlash from farmers, who would not buy the contraption because they were worried that it would poison the soil. Eventually, though, the plow became widely popular.

Almost fifty years later, Australian outlaw Ned Kelly and his gang of outlaws wreak real havoc on the countryside, denouncing the government and eluding police along the way. In an attempt to take over a police train, Ned makes a bulletproof vest out of plow blades and, after an epic shootout, is arrested as the only surviving outlaw (they shot him in the leg). Considered a Robin Hood of sorts for the people of Australia, he is hanged amongst protests.

Twenty-six years later, The Story of the Kelly Gang becomes the first feature length silent film in history, creating a boom that transforms the industry and the movie theater business. 18-year-old actress Hedy Lamarr is one such person thrust into the spotlight of (and subsequently banned in) theaters in America and Germany, as she stars in the world's first sex scene in the film Ecstasy. Though Hedy eventually moves to Hollywood and becomes a bonafide star, her lasting impact is through technology: in 1940 during World War II, as a way to show her civic duty, she joins the U.S. war effort and develops a system using radio waves to jam incoming torpedo's radars. Her method, years later, becomes the basis of Bluetooth and WiFi.

THE WAY I HEARD IT

Additional Episode Examples

How A Garbageman Gave Us Pictures Of The Big Bang

Mike reunites with his San Francisco garbageman friend to work the trash truck nightshift and recounts how a 7.9 magnitude earthquake rocked the city at 5:12 am on April 18, 1906. Banker Amadeo Giannini enlists the help of a garbageman, Giobatta Cepollina, to hide the assets of Giannini's upstart, immigrant-friendly institution, the Bank of Italy, beneath the trash on Cepollina's garbage wagon, to escape the post-quake fires and ensuing chaos. Two days later, Giannini returns to San Francisco, sets a plank across two barrels on a dock at North Beach, and begins making loans for rebuilding the city. Giannini's Bank of Italy prospers and in time becomes the Bank of America, which underwrites such diverse enterprises as building the Golden Gate Bridge, making Walt Disney's Snow White, and funding Silicon Valley's first start-up company, founded in a Palo Alto garage in by two Stanford engineers, Bill and David. They, and the company they made, are better known by their last names: Hewlett and Packard. Hewlett-Packard grows into the world's largest producer of electronic testing and measurement devices and a major producer of calculators, computers, and printers. In 1969, the new U.S. President Richard M. Nixon appoints David Packard Deputy Secretary of Defense, but even a man as brilliant as David Packard can't stave off the deleterious effects of the ongoing Vietnam War overseas and its impact here at home: the price of war, material and immaterial; dubious economic policies; and an energy crisis prompted by over-reliance on foreign oil that has drivers queueing at gas stations for hours just to get a few gallons. It plunges the U.S. into a period of sky-rocketing inflation, known as The Great Inflation.

With budgets shrinking during the Great Inflation and spaceflight increasingly cost-prohibitive, a thrifty NASA engineer who they call "Mr. Fix-It" creates a modular, "recyclable" approach to space hardware, facilitating in-orbit satellite servicing, and precipitating the modular design first used by the little-known Solar Maximum Mission satellite – and then, soon after, the Hubble Space Telescope. And when the Hubble launches and takes blurry pictures, it's Mr. Fix-It who identifies the problem and leads the mission to fix a mirror that gives us crisp images of the earliest known galaxies in the Universe. Who was Mr. Fix-It? He is Frank J. Cepollina, the grandson of the garbageman who helped save San Francisco in 1906.

THE WAY I HEARD IT

Additional Episode Examples

How A Volcano Led To The Artificial Heart

Mike recounts how the 1815 eruption of Mount Tambora in Indonesia led to a weather anomaly a year later in the U.S. and Western Europe, with bone-chilling temperatures even in the middle of summer. On what is supposed to be a sunny holiday at Lake Geneva, writer Lord Byron, poet Percy Bysshe Shelley, and Shelley's future wife, Mary, stay unhappily cloistered inside their rented chateau to avoid the unexpectedly cold weather. To pass the time, they compete against one another to write the best horror story. Though the men are already noted writers, it is 18-year-old Mary Godwin, the future Mary Shelley, who comes up with a tale that not only wins their contest hands down, but creates a whole new literary genre: science fiction. Her story about a doctor who brings the dead back to life is one of the greatest novels ever written: *Frankenstein*. 1931, Hollywood: Universal Pictures, which has been on a box-office losing streak until they release *Dracula*, starring Bela Lugosi, decides that making horror films has a bright future. They enlist the great Boris Karloff to play the Creature in a film version of Mary Shelley's famous book. Key among the creative team is electrician and special effects creator Kenneth Strickfaden, who designs the electrical effects used in the pivotal "creation scene." (Legend has it that one of the Tesla Coils used for the film was made by Nikola Tesla himself.) The effects are so memorable that they come to be considered an essential part of nearly every telling of the story since.

In Columbia Heights, Minnesota, 8-year-old Earl Bakken sees Universal's *Frankenstein* at his local movie house, and it sparks Bakken's interest in combining electricity and medicine. He studies electrical engineering in school, and after World War II, he partners with his brother-in-law to start a business out of a garage servicing electronic equipment for the University of Minnesota Hospital. There at the hospital, on Halloween night 1957, a child who had recently received open heart surgery dies during a power outage because the large machine used to regulate the child's heartbeat loses power. Determined to find a better solution, Bakken goes back to his garage workshop, and using a circuit diagram for a music metronome he finds in an issue of *Popular Mechanics* magazine, Bakken designs and builds the first external, battery-operated, transistorized, and wearable pacemaker. Bakken's pacemaker saves literally millions of lives and leads to further advancements, like the dynamic pacemaker, which can compensate for both actual respiratory loading and potentially anticipated respiratory loading. It is a critical step toward our ability to create fully-functional artificial heart.

THE WAY I HEARD IT

Additional Episode Examples

How Hungry Civil War Soldiers Made Google A Household Name

Mike looks back on the Civil War, when the demand for pork and beef to feed Union soldiers drove up demand for hogs and cattle in Chicago. In 1865, a bunch of railway companies, banked by Cornelius Vanderbilt, purchased some swampland and decided to make a central processing area for meat. Chicago's famous meat-packing district was created, and the modern industrial slaughterhouse was born. Meatpacking companies flocked to the district, including Sulzberger and Sons. Slaughterhouses produce a lot of waste, and in 1913, Sulzberger spun off the Ashland Manufacturing company to make tennis racket strings, viola strings, and surgical sutures from guts. In 1915, a savvy businessman named Thomas Wilson was made president of Ashland and transformed it into a sporting goods company with his name. In 1925, he worked with Notre Dame coach Knute Rockne to create the first valve-inflated, oblong football. (Before that they were round and hard.) It made it easier to throw a tight spiral and would eventually lead to the modern passing game. Wilson's balls made it to Manhattan, Kansas, where one of Knute's old teammates was coaching football at Kansas State with his wife and young son. Charlie Bachman had a legendary career first at Kansas State and then Michigan State, where his son goes to college as a mechanical engineer. After school, Charles Bachman III becomes a software engineer who created the first database management system, which allows computers to access and alter records in a fraction of a second through a process known as random access. His road map is called the Integrated Data Store (IDS), an essential but seldom-recognized part of modern computing. This software is used when you do pretty much anything online. Without it, the internet wouldn't exist - nor would a company like Google that uses databases to organize it and find anything at a moment's notice.

THE WAY I HEARD IT

Additional Episode Examples

How Breeding Sheep Gave Us The Solar Plane

Mike gets dirty replicating the work of Robert Bakewell, a key figure in the British Agricultural Revolution, whose selective breeding of livestock exponentially increases food production, and triggers an even bigger, more consequential change: the Industrial Revolution. Mechanized production creates an explosive demand for whale oil, giving birth to the golden age of whaling ships, chronicled in what many consider "the greatest book of the sea ever written" — Herman Melville's *Moby Dick*. But on August 27, 1859, something happens in Titusville, Pennsylvania, that threatens to put the whalers in dry dock, and push *Moby Dick* from 'Current Events' to 'History': the discovery of petroleum and the birth of the modern oil industry.

Early oil rig workers enjoy the healing properties of the rig pump residue they dub "rod wax," which a Brooklyn chemist and entrepreneur turns into petroleum jelly, better known as Vaseline, which is a huge success that gets used by everyone from Miss America to Swiss physicist Auguste Piccard, who in 1931 designs a pressurized balloon gondola that allows him to soar a record 51,775 feet up into the upper atmosphere to gather scientific data for his friend Albert Einstein. When the gondola leaks and death is imminent, quick-thinking Auguste seals the leak with petroleum jelly, and survives to share his historic new knowledge about the Earth's upper atmosphere ... and to raise a family. His grandson, Bertrand Piccard, develops and co-pilots the solar airplanes, Solar Impulse and Solar Impulse 2, on their historic, headline-making, clean-energy flight around the world in 2016.

THE WAY I HEARD IT

Additional Episode Examples

How A Mousetrap Created Silicon Valley

Mike tells us about Hiram Maxim, an apprentice carriage maker who exhibited a knack for invention. He tinkers on the side of his apprenticeship, making a mousetrap that rids the shop of mice. Noticing this, his uncle hires him at his engineering firm and gives him the freedom to keep tinkering. Maxim obtains his first patent at age 26 for the curling iron, but he doesn't stop there. In 1881, Hiram Maxim works on a new type of machine gun with a sustained fire of 450-600 rounds per minute, which becomes standard issue in World War I, also known as "the machine gun war."

With longer ranging weapons, soldiers can no longer locate the enemy by sight, and the artillery sound ranging technique is born. Sound rangers use microphones to detect sound waves from gunfire with pinpoint accuracy. John Clarence Karcher, a World War I soldier who studied sound ranging, will use his experience and apply the use of seismic waves to geology and make the world's first oil discovery using seismography in 1928.

Karcher founds the first independent geophysical contracting company called Geophysical Service, later renamed Texas Instruments. In 1967, Texas Instruments scientists, lead by Jack Kilby, create the first handheld calculator, changing the face of school (and taxes) forever. And the integrated circuit didn't stop at calculators. A contemporary of Kilby's, Robert Noyce, who was himself kicked out of school for stealing a pig, further developed the integrated circuit. And ultimately their work, and endless tinkering on tinkering, paved the way for Silicon Valley as a whole.



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