

001363

ENTERTAINMENT PARTNERS
SERVICES GROUP
EPSG TALENT SERVICES
2835 N NAOMI ST, 2ND FLOOR
BURBANK, CA 91504

INVOICE NO. AFP439-PP
PCA 05644747
INVOICE DATE 05/19/2014
WEEK ENDING 05/17/2014
00051890

PROD PYRL

INVOICE

BILL TO:

JAFFE/BRAUNSTEIN ENTERTAINMENT
JAFFE/BRAUNSTEIN DEVELOPMENT
1631 21ST STREET

SANTA MONICA, CA 90404

MARY CALLED MAGDALENE

GROSS WAGES

Gross Wages

4,500.00

TOTAL GROSS 4,500.00

EMPLOYER FRINGES

TAXES: WC/LIAB INS

88.20

PENS/H&W: WGA

765.00

TOTAL FRINGE 853.20

HANDLING FEE

WGA

(1 CHECKS @ 12.50 PER CHECK)

12.50

TOTAL HANDLING FEE 12.50

GL / Prod: 15014225
Desc: Signature of Agreement
Code: Development - Mary Called
Approval: Magdalene
Acct: MA
Exec/UPM ✓

ENTERED
5/20/14
MA

POSTED
Date _____
Dr. _____
Cr. _____
Initial _____

TOTAL INVOICE AMOUNT
ESTIMATED INVOICE PAYMENT APPLIED
PAYMENT DUE UPON RECEIPT

5,365.70
.00
5,365.70

REMIT PAYMENT TO:

NPEATL, LLC
2835 N NAOMI ST, 2ND FLOOR
BURBANK, CA 91504

Total Records 0001

PAYMASTER: CTM
RELEASED: CTM

CS/CE

EXTERNAL INVOICE AEP439

PROD CO: JAFFE/BRAUNSTEIN ENTERTAINMENT

*FIVE FIELDS INC	TAX ID ***-**-2731	W-4	EXEMPT	EXEMPT WKDY	30	TXDY	30	UN W/DEVL	WK ST CA	US RS ST CA	US NET
FSD: JANSZEN/KAREN E.	S.S.N. ***-**-0006			WRITER							
CHK DATE -----	RATE -----	HOURS -----	AMOUNT --	-----	EMPLOYEE DEDUCTIONS	-----			-- EMPLOYER FRINGE	--	
05/19/14 REG			4,500.00	TOTAL	.00	TOTAL	.00		HNDL FEE	12.50	
			4,500.00						PNER AMT	382.50	
									HWER AMT	382.50	
									WKR COMP CA	88.20	
									TOTAL	865.70	
INV AFP439											CK #0018509666
PCA 05644747	CLT GROSS	36,000.00	LAST DATE WORKED	05/15/2014	MARY CALLED MAGDALENE-SIGNATURE OF THE AGREEMENT						

HOWARD BRAUNSTEIN FILMS, LTD
1631 21st Street
Santa Monica, CA 90404

FAX TRANSMISSION – DELIVER IMMEDIATELY

DATE: 05/19/14

TO: TINA MORALES

FAX (818) 842-1348

COMPANY: ENTERTAINMENT PARTNERS

FROM: TIM TORTORA



TEL: (310) 207-6600 EXT: 203

FAX: (310) 207-6069

TOTAL PGS: 5

PLEASE PREPARE THE FOLLOWING WRITER PAYMENT AS A SEPARATE EDIT:

PROJECT: Mary Called Magdalene

PAYEES: Five Fields, Inc. f/s/o Karen Janszen

SSN/FED ID: 027-48-0006 / 95-4512731

WRITER CONTRACT DATE: 2/15/14

AMOUNT: \$4,500.00 (Make Up Payment – See Time Card)

FOR: Signature of the Agreement

TAX: OVER 30 DAYS

PLEASE DELIVER TO:

JAFFE/BRAUNSTEIN FILMS, LTD
1631 21st Street
Santa Monica, CA 90404

ATTACHMENTS: Timecard, Invoice, Start Form, I-9, Writer's Agreement

Employee Name		Karen Janszen		Social Security No.		XXX-XX-0006		Week Ending		04/19/2014	
Loan-Out Corporation:		Five Fields, Inc.		Federal I.D. No.		95-4512731		Location		City _____ County _____ Work State _____ Foreign <input type="checkbox"/>	
Production Name:		Mary Called Magdalene		Job Classification				Union No.		WGA	
Production Company				Rate				Guar. Hrs.			
								Account Code			

For Accounting Use Only																					
Date	In	Out	1st Meal	In	Out	2nd Meal	In	Out	Wrap	Hrs	MP	Acct	St	OT	Gold	MP	Hrs	Rate	Total		
SUN											1										
											2									13500.00	
MON											1										
											2										
TUE											1										
											2										
WED											1										
											2										
THU											1										
											2										
FIR											1										
											2										
SAT											1										
											2										
<div style="text-align: center;"> <p>Upon Signature of the Agreement</p> <p>Per Agreement</p> </div>																					
ACCT.		MEALS ALLOWED		MEALS TAXABLE		PERDIEM ADVANCE		ACCT.		LODGING ALLOW		LODGING TAXABLE		PER DIEM ADVANCE		Inv# AEU745-PP		Paid with		-9000	
ACCT.		BOX RENTAL		ACCT:		CAR ALLOWANCE		ACCT.		MILEAGE ALLOW		MILEAGE TAXABLE		MILEAGE ADVANCE							
Check One:								ACCT.		2ND CAMERA		OTHER		SALARY ADVANCE							
<div style="text-align: right;"> <p>Total \$ 4,500.00</p> </div>																					

Producer and Employee acknowledge by signing this card that if no hours are recorded, we assume 8 hours work

Employee
Signature:

Per Agreement

Approved:

HOWARD BRAUNSTEIN FILMS, LTD.
1631 21ST STREET
SANTA MONICA, CA 90404

February 15, 2014

Five Fields, Inc./s/o Karen Janszen
c/o Sandra Lucchesi
The Gersh Agency
9465 Wilshire Blvd., 6th Floor
Beverly Hills, CA. 90212

RE: "MARY CALLED MAGDALENE"/
FIVE FIELDS, INC. F/S/O KAREN JANSZEN - Writer's Agreement

Ladies:

This letter will confirm the agreement between Howard Braunstein Films, Ltd. ("Packager"), a WGA signatory, and Five Fields, Inc. (Federal I.D. # 95-4512731) ("Lender") with respect to Packager's engagement of Lender to furnish the services of Karen Janszen ("Artist") to write certain literary material based on the book entitled "Mary Called Magdalene" by Margaret George in connection with a two-hour television movie which Packager proposes, but does not undertake, to produce for basic cable television exhibition tentatively entitled "MARY CALLED MAGDALENE" (the "Picture").

In consideration of the mutual covenants and agreements herein contained, Lender, Artist and Packager hereby agree as follows:

1. **Engagement.**

(a) Packager hereby engages Lender on a pay-or-play basis to cause Artist to render Artist's services to write, complete and deliver (i) a detailed scene by scene outline of a teleplay for the Picture (the "Story"), (ii) a first draft teleplay based on the Story (the "First Draft Teleplay"), (iii) a First Revision (the "First Revision"); (iv) a Second Revision (the "Second Revision"), and (iv) an Optional Polish (the "Optional Polish"). Lender hereby accepts such engagement upon the terms and conditions set forth herein.

(b) All material which Artist may write hereunder (including, without limitation, the Story, the First Draft Teleplay, the First Revision, Second Revision, and Optional Polish) is sometimes referred to hereinafter as the "Work". Lender agrees to cause Artist to render Artist's services hereunder conscientiously and to the best of her abilities, subject to Packager's reasonable direction and control in all matters. Lender shall cause Artist to incorporate into all material written hereunder Packager's comments, reasonable instructions and reasonable

requirements with respect thereto. Subject to Artist's professional availability, Lender shall cause Artist to be available for and participate in story conferences and meetings with Packager and such other parties as Packager may designate, as and when reasonably required by Packager and with reasonable advance notice. It is understood that Artist's services shall be non-exclusive but first priority during all writing periods hereunder and subject to reasonable mutual approval between Artist and Packager. Lender shall cause Artist to commence rendering services hereunder on such date as Packager shall designate and shall write, complete and deliver the Work to Packager at such times as may be designated by Packager. Packager's reading time and its requests for revisions of the Work shall be in accordance with the maximum period provided for under the applicable provisions of the applicable Writers Guild of America Theatrical & Television Basic Agreement (the "WGA Agreement"). Packager shall have the right to postpone and thereafter reschedule Artist's writing and delivery of any installment of the Work until any point prior to the commencement of principal photography of the Picture by giving written notice to Artist of such postponement; provided however, that such deferred services are subject to Artist's professional availability and Packager shall pay Lender as if the steps were timely ordered in accordance with the WGA; in any event, Packager may not postpone for more than one (1) year. Time is of the essence of this Agreement (subject to force majeure) and Lender's agreement to cause Artist to deliver the applicable portions of the Work in a timely manner is a material inducement to Packager's entering into this Agreement.

2. Form of Work.

(a) Lender acknowledges that the Work to be delivered by Artist hereunder shall be based upon material furnished to Artist by Packager under such conditions that Article 16 of the WGA Agreement might not inure to the benefit of Lender or Artist and neither Lender nor Artist shall be entitled to any separation of rights or shall retain any interest of any character whatsoever in the Work.

(b) Notwithstanding the foregoing, in the event that it is determined that Lender or Artist is entitled pursuant to Article 16 of the WGA Agreement to separation of rights with respect to the Work, Packager and Lender agree as follows:

(i) That the rights specified in Article 16.B.3.e of the WGA Agreement are among the rights acquired or to be acquired by Packager hereunder. Accordingly, should it be finally determined that Lender or Artist shall be entitled to separation of rights, then upon occurrence of the event or events giving rise to a monetary obligation as measured by the applicable provision(s) of Article 16.B.3.e, Packager shall pay to Lender and Lender shall accept:

(A) for theatrical motion picture, remake and sequel rights, the applicable minimum amounts required therefor by the WGA Agreement;

(B) for publication rights, the applicable minimum amounts required therefor by the WGA Agreement; and

(C) for merchandising rights, the applicable minimum amounts

required therefor by the WGA Agreement.

There shall be no crediting of the compensation payable to Lender under subparagraph 3(a) hereof against the payments described in subparts 2(b)(i) (A), (B) and (C) above. In all other respects, however, it is understood and agreed that Packager may credit any and all sums paid or payable to Lender in accordance with Paragraph 3(b) hereunder against any and all amounts due Lender pursuant to Article 16 of the WGA Agreement by reason of Lender's or Artist's entitlement to separation of rights.

(ii) That should it be finally determined that Artist is entitled to separation of rights, Lender shall not cause Artist to use, exploit, exercise or authorize the use, exploitation or exercise of, and Lender shall not cause Artist to dispose of, any reserved right(s) not transferred to Packager until five (5) years from and after the date the Picture is first broadcast.

3. Consideration. On the condition that neither Lender nor Artist is in material uncured breach or material uncured default hereof, and that Lender causes Artist to perform all material services required hereunder, Packager agrees to pay to Lender, and Lender agrees to accept, in full consideration of all rights granted to Packager hereunder and all of Lender's and Artist's representations, warranties and agreements hereunder, the following (subject to such deductions and withholdings as may be required by law or any applicable collective bargaining agreement to which Packager is a signatory):

a) Basic compensation in the amount of Ninety Dollars (\$90,000) payable as follows:

(i) Thirteen Thousand Five Hundred Dollars (\$13,500) payable upon signature of the Agreement and Packager's receipt of an invoice therefor;

(ii) Twenty Two Thousand Five Hundred Dollars (\$22,500) payable promptly following the delivery to Packager of the Story and Packager's receipt of an invoice therefor;

(iii) Thirty Six Thousand Dollars (\$36,000) payable promptly following the delivery to Packager of the First Draft Teleplay and Packager's receipt of an invoice therefor

(vi) Nine Thousand Dollars (\$9,000) payable promptly following the delivery to Packager of the First Revision and Packager's receipt of an invoice therefor;

(vi) Nine Thousand Dollars (\$9,000) payable promptly following the delivery to Packager of the Second Revision and Packager's receipt of an invoice therefor;

b) At the sole election of the Packager, an Optional Polish in the amount of Ten Thousand Dollars (\$10,000)

\$9,000
Paid with
inv # AEU745-PP
Pay only \$4,500-