

CHECK REQUEST

002154

Howard Braunstein Films

1631 21st Street

Santa Monica, CA 90404

(310) 207-6600 tel. (310) 207-6069 fax

Date:

12/30/14

Check Due Date:

A.S.A.P.

AMOUNT:

\$5,000-

Vendor Name:

Zuni Productions, Inc

Address:

532 Colorado Ave

City/State/Zip:

Santa Monica, CA 90401

Federal ID #:

95-4203307

(Social Security or Federal ID number required for payment)

Contact:

Phone #:

Fax #:

Is vendor Incorporated?

Yes

No

(circle one)

Purchase

Rental

(circle one)

Mail Check

Hold for Pick Up

Rental Begins:

Mail to address: (if different than above)

Rental Ends:

DESCRIPTION:

Signature of Release -

ENTERED
1/5/15
MA

POSTED	
Date	
Dr	
Cr	
Initial	

Requested by:

Howard Braunstein

Dept. Approval:

UPM/Executive:

Accounting:

GL/Prod	Detail	Set	F	Amount	Desc
150	15229			5,000-	Consulting fees - 1 of 2

CONSULTING AGREEMENT AND RELEASE - DAPHNE ZUNIGA

Howard Braunstein Films
1631 21st Street
Santa Monica, CA 90404
Attn: Howard Braunstein

Ladies:

I, DAPHNE ZUNIGA (and my Lender, Zuni Productions Inc., Federal ID# 95-4203307, which is furnishing my services), understand that Howard Braunstein Films ("Purchaser") is contemplating the production of the television motion picture (the "Production") relating to the television series "Melrose Place" (the "Story") and all themes, characters, events and incidents relating thereto. I further understand that the Production may portray or otherwise refer to events involving me, as well as events involving other persons. In consideration of your payment to my Lender of the sum of Five Thousand Dollars (\$5,000) payable upon signature of this Release and an additional Twenty-Thousand Dollars (\$20,000) upon production of the television film (it being understood that if the film is not produced, the Twenty-Thousand Dollar payment will not be owed or paid to me), I hereby agree as follows:

1. I hereby agree to Consult with the Production and grant to you the right to interview me at such time(s) as you, the producers, the executive producers, or the screenwriter(s) reasonably shall request, during the development, pre-production and filming of the Production and the right to record such interview(s) in your sole discretion, desire.

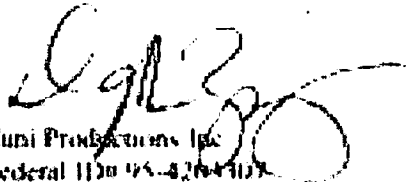
2. I hereby irrevocably grant to you, your successors, licensees, assigns, heirs, executors and administrators the non-exclusive right to use my name, likeness, voice, personal identification, personal experiences, any and all information concerning me and my personal experiences and recollections as revealed to you in the interview(s) referred to above, in interview(s) with third parties or otherwise in perpetuity throughout the universe in and in connection with the Production and the right to portray, represent, impersonate and depict me, in any manner whatsoever, whether factual, fictional, or both, by any actor or actors which Purchaser may select, under my own name or any other name Purchaser may select, as well as in connection with the exercise of any subsidiary, allied and ancillary rights in the Production (including without limitation in all media now known or unknown throughout the world in perpetuity in all television, digital, internet, radio, publishing, CD-ROM and other interactive or non-interactive computer, advertising and publicity rights). Such use may be made in any manner and by any means, whether now known or unknown (including, without limitation, by use of an actor portraying me), and either accurately or with such fictionalization or other modification including adapting, rearranging, adding to and subtracting from the actual facts in the preparation of any story or screenplay as you, your successors, licensees, assigns, heirs, executors or administrators determine in good faith necessary in your/their sole discretion. In this regard, I agree that you may edit, alter, dub or otherwise change the Material for any such purpose. I further agree that I will not receive any screen credit on the production. Purchaser agrees not to require me to be involved in any manner with the promotion or publicity of the Picture.

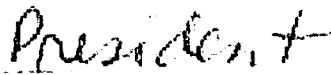
please pay \$5000 a Bill for Lifetime full membership

3 I further agree that I will not at any time bring, institute or assert any claim or any action against Purchaser or Purchaser's successors, licensees or assigns that any portrayal, representation, impersonation or depiction of me, or any exploitation of My Attributes, pursuant to this agreement, constitutes a libel, defamation, invasion of privacy, infringement of copyright, slander or a violation of any of my rights arising out of any good faith exhibition, use, exploitation, advertising, publicity or promotion of the Production, the story, any subsidiary, allied and ancillary rights therein and/or the Material, including, without limitation, my right of privacy, publicity, false light, and my right to bring and prosecute an action for defamation, whether such exploitation or use is made by Purchaser or Purchaser's successors, licensees or assigns. I hereby release and discharge Purchaser, Purchaser's successors, employees, agents, assigns, licensees, directors, administrators and employees (the "Release") of and from any and all claims, demands or causes of action that I may now have or may hereafter have by or under my authority arising out of in connection with any portrayal, representation, impersonation, or depiction of me, or any exploitation of My Attributes pursuant to this Agreement.

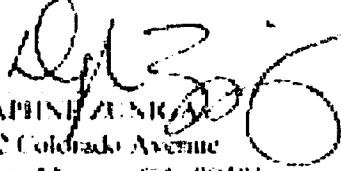
4 The provisions hereof shall be binding upon me and my successors, licensees, assigns, heirs, executors and administrators, and the rights herein granted to you may be assigned in whole or in part to any person firm or other entity. This release is executed and delivered pursuant and subject to this agreement dated as of December 8, 2014 between Howard Braunstein Films and my Lender, Zuni Productions Inc., on my behalf executed and delivered concurrently herewith. This grant and release is to be construed in accordance with the laws of the State of California.

AGREED TO AND ACCEPTED


Zuni Productions Inc.
Federal ID# 95-4264107


By _____
Its _____

ACKNOWLEDGMENT


DAPHNE ZUNIGA
512 Colorado Avenue
Santa Monica, CA 90401

Howard Braunstein

From: Handel, Haya [Haya.Handel@aenetworks.com]
Sent: Monday, December 15, 2014 3:34 PM
To: Howard Braunstein
Cc: Gillan, Paul; Maggini, Tia; Shack, Michelle
Subject: RE: Melrose Place -- Doug Savant Deal - Update and New Consultant of Daphne Zuniga

Thank you. We will revise our coverage letter to reflect the same.

Thanks so much.

Haya

From: Howard Braunstein [mailto:Howard@JBFL.net]
Sent: Monday, December 15, 2014 3:33 PM
To: Handel, Haya
Cc: Gillan, Paul; Maggini, Tia
Subject: RE: Melrose Place -- Doug Savant Deal - Update and New Consultant of Daphne Zuniga

Hi Haya

Happy holidays. I just wanted you to know that Doug Savant is no longer going to be a consultant on the "Melrose Place" movie. Instead, we are going to replace him as a Consultant with Daphne Zuniga, another series regular from the show under the same financial terms. Tia is up to speed on the change.

Best,

Howard

From: Howard Braunstein
Sent: Friday, December 05, 2014 9:11 AM
To: 'Handel, Haya'
Cc: Gillan, Paul
Subject: RE: Melrose Place -- Doug Savant Deal

Hi Haya

We closed on Doug Savant for \$5,000 option and another \$20,000 if the film is produced (for a total for \$25,000). Will be back in touch when we find a writer.

Best,

Howard

From: Handel, Haya [mailto:Haya.Handel@aenetworks.com]
Sent: Wednesday, December 03, 2014 4:16 PM
To: Howard Braunstein
Cc: Gillan, Paul
Subject: RE: Melrose Place -- Doug Savant Deal

Thanks.

From: Howard Braunstein [mailto:Howard@JBFL.net]
Sent: Wednesday, December 03, 2014 4:14 PM
To: Handel, Haya
Cc: Gillan, Paul
Subject: RE: Melrose Place -- Doug Savant Deal

Thanks. We will make the offer and keep you posted.

Best,

Howard

From: Handel, Haya [<mailto:Haya.Handel@aenetworks.com>]
Sent: Wednesday, December 03, 2014 3:59 PM
To: Howard Braunstein
Cc: Gillan, Paul
Subject: FW: Melrose Place -- Doug Savant Deal

See belo – approved as provided.
Thanks so much.

From: Lopez, Tanya
Sent: Wednesday, December 03, 2014 3:36 PM
To: Handel, Haya
Cc: Maggini, Tia
Subject: Re: Melrose Place -- Doug Savant Deal

Great

Sent from my iPhone

On Dec 3, 2014, at 3:17 PM, "Handel, Haya" <Haya.Handel@aenetworks.com> wrote:

I understand we want to make a consulting deal/depiction release with Doug Savant on this project.
Howard and I think that we should give him between 5K and 7.5K up front, with another 12.5 or so upon production.
All in between \$20K and \$25K
He won't get any credit.
Sound good?

Haya Handel
2049 Century Park East, 8th Floor
Los Angeles, California 90067
haya.handel@aenetworks.com
Lifetime TV | VP, Business Affairs
p 310.407.8504 | f 310.203.9586

This e-mail contains information that may be confidential and/or privileged from the Legal & Business Affairs department of A&E Television Networks, LLC. This e-mail and any attachments are solely for the use of the intended recipient(s). If you are not the intended recipient, you are hereby notified that dissemination, distribution or duplication of this email, or use of its contents, is strictly prohibited. If you have received this email in error, please immediately notify the sender by email or phone, and delete this email immediately. Emails are not encrypted and cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted or incomplete. It is the responsibility of the recipient to ensure that it is virus free, and AETN accepts no responsibility for any loss arising in any way from opening any email (or attachment) or the use thereof.