

PROD PYRL	ENTERTAINMENT PARTNERS SERVICES GROUP EPSG TALENT SERVICES 2835 N NAOMI ST, 2ND FLOOR BURBANK, CA 91504	INVOICE NO. AQG777-PP PCA 05917621 INVOICE DATE 03/24/2015 WEEK ENDING 03/21/2015 00068153
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INVOICE	
BILL TO: HOWARD BRAUNSTEIN FILMS DEVELO HOWARD BRAUNSTEIN FILMS LTD 1631 21ST STREET SANTA MONICA, CA 90404	MELROSE PLACE

GROSS WAGES	
Gross Wages	28,000.00
TOTAL GROSS 28,000.00	

EMPLOYER FRINGES	
TAXES: WC/LIAB INS	548.80
PENS/H&W: WGA	4,760.00
TOTAL FRINGE 5,308.80	

HANDLING FEE	
WGA (1 CHECKS @ 12.50 PER CHECK)	12.50
TOTAL HANDLING FEE 12.50	

GL / Prod: 150 / 15229
 Desc: Melrose Place - Dana Schmalensberg
 Code: Delivery of 1st Draft
 Approval: MA
 Acct: [Signature]
 Exec/UPM: [Signature]

POSTED
 Date _____
 Dr _____
 Cr _____
 Initial _____

ENTERED
 3/27/15

TOTAL INVOICE AMOUNT	33,321.30
ESTIMATED INVOICE PAYMENT APPLIED	.00
PAYMENT DUE UPON RECEIPT	33,321.30
Total Records 0001	
REMIT PAYMENT TO: AOPATL, LLC 2835 N NAOMI ST, 2ND FLOOR BURBANK, CA 91504	
PAYMASTER: RE* RELEASED: RE*	
CS/CE	

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

FAX TRANSMISSION – DELIVER IMMEDIATELY

DATE: 3/23/15

TO: RACHEL EVANS

FAX (818) 842-1348

COMPANY: ENTERTAINMENT PARTNERS

FROM: TIM TORTORA

TEL: (310) 207-6600 EXT: 203

FAX: (310) 207-6069

TOTAL PGS: 6

PLEASE PREPARE THE FOLLOWING WRITER PAYMENT AS A SEPARATE EDIT:

PROJECT: MELROSE PLACE

PAYEES: Dana Schmalenberg f/s/o Schmalie Entertainment, Inc.

SSN/FED ID: 277-70-0222 / 20-4824710

WRITER CONTRACT DATE: 1/23/15

AMOUNT: \$28,000.00

FOR: Delivery of the 1st Draft

TAX: OVER 30 DAYS

PLEASE DELIVER TO:

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

ATTACHMENTS: Invoice, Timecard & Writer's Agreement

Employee Name	Dana Schmalenberg		Social Security No.	XXX-XX-0222		Week Ending	3/21/2015	
Loan-Out Corporation:	Schmalie Entertainment, Inc.		Federal I.D. No.	20-4824710		Location City	County	
Production Name:	Melrose Place		Job Classification	Union No. WGA		Work State	Foreign <input type="checkbox"/>	
Production Company			Rate	Guar. Hrs.		Union Occupation Code	Account Code	

		1st Meal		2nd Meal				For Accounting Use Only													
Date	In	Out	In	Out	In	Wrap	Hrs	MP	Acct	St	OT	Gold			MP		Hrs	Rate	Total		
SUN								1								ST					
								2													
MON								1								OT					
								2													
TUE								1								Gold					
								2													
WED								1													
								2													
THU								1													
								2													
FIR								1								MP					
								2													
SAT								1								VAC					
								2													
Comments																HOL					
Due Upon Delivery of the 1st Draft																ADJ					
ACCT.	MEALS ALLOWED		MEALS TAXABLE		PERDIEM ADVANCE		ACCT.		LODGING ALLOW		LODGING TAXABLE		PER DIEM ADVANCE								
ACCT.	BOX RENTAL		ACCT:		CAR ALLOWANCE		ACCT.		MILEAGE ALLOW		MILEAGE TAXABLE		MILEAGE ADVANCE								
Check One:									ACCT.		2ND CAMERA		OTHER		SALARY ADVANCE						
Comments:																Total \$				28,000.00	

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

From: Henry Luehrman [hluehrman@gershla.com]
Sent: Friday, March 20, 2015 9:13 AM
To: Howard Braunstein
Cc: 'Tim Tortora'; Sean Barclay; 'Grace Kallis'; David Rubin; Andrew Bain
Subject: RE: DANA SCHMALENBERG/MELROSE PLACE payment - **Correction**

Hello Tim and Howard,

Dana has turned in her first draft for the project—any idea when we can expect payment?

Let me know, thanks!

Best,
Henry

From: Howard Braunstein [mailto:howard@jbfl.net]
Sent: Thursday, March 05, 2015 8:36 AM
To: Henry Luehrman
Cc: 'Tim Tortora'; Sean Barclay; 'Grace Kallis'; David Rubin; Andrew Bain
Subject: Re: DANA SCHMALENBERG/MELROSE PLACE payment - **Correction**

We sent the money to the payroll service for processing so it should be any day....

Sent from my Verizon Wireless 4G LTE DROID

Henry Luehrman <hluehrman@gershla.com> wrote:

Hey Tim,

Sorry to bug you, but Dana is asking about the status of the payment. Do we have an ETA?

Let me know, thank you!

Best,
Henry

From: Henry Luehrman
Sent: Wednesday, March 04, 2015 11:43 AM
To: 'Tim Tortora'; 'Howard Braunstein'
Cc: Sean Barclay; Grace Kallis; David Rubin; Andrew Bain
Subject: RE: DANA SCHMALENBERG/MELROSE PLACE payment - **Correction**

Hey Tim,

Any update on the status of this payment?

Best,
Henry

ok to
pay
for
first
draft
&
Bill
lifetime
(HB)

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

January 23, 2015

Schmalie Entertainment, Inc. f/s/o Dana Schmalenberg
c/o Sean Barclay
The Gersh Agency
9465 Wilshire Blvd.
Beverly Hills, CA. 90212

**RE: "Melrose Place"/SCHMALIE ENTERTAINMENT, INC. F/S/O
DANA SCHMALENBERG - Writer's Agreement**

Ladies and Gentlemen:

This letter will confirm the agreement between Howard Braunstein Films, Ltd. ("Packager"), a WGA signatory, and Schmalie Entertainment, Inc. (Federal I.D. #20-4824710) ("Lender") with respect to Packager's engagement of Lender to furnish the services of Dana Schmalenberg ("Artist") to write certain literary material and other material to be assigned or provided to Artist by Packager, in connection with a two-hour television movie which Packager proposes, but does not undertake, to produce for basic cable television exhibition tentatively entitled "Melrose Place" (the "Picture").

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

I. 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 (v) 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. 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 and reading periods hereunder. Lender shall cause Artist to commence rendering services hereunder upon Artist's signature of this Agreement 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 completion of principal photography of the Picture by giving written notice to Artist of such postponement; provided however, that 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. However, if Packager elects to postpone Artist's writing services, all rescheduled writing shall be subject to Artist's professional availability. 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 shall 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(c) 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 and payment schedule(s) shall be paid no later than those stipulated in the WGA Agreement):

a) Basic compensation on a guaranteed, pay-or-play basis in the amount of Seventy Dollars (\$70,000) payable as follows:

(i) Seven Thousand Dollars (\$7,000) payable upon signature of the Agreement and Packager's receipt of an invoice therefor;

(ii) Fourteen Thousand Dollars (\$14,000) payable promptly following the delivery to Packager of the Story and Packager's receipt of an invoice therefor;

(iii) Twenty-Eight Thousand Dollars (\$28,000) payable promptly following the delivery to Packager of the First Draft Teleplay and Packager's receipt of an invoice therefor

(vi) Ten Thousand Dollars (\$10,000) payable promptly following the delivery to Packager of the First Revision and Packager's receipt of an invoice therefor;

(vi) Eleven Thousand Five Hundred Dollars (\$11,000) 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) payable promptly following the delivery to Packager of the Optional Polish and Packager's receipt of an invoice therefor.