

QJ # 0031752

Howard Braunstein Films

INVOICE

1631 21st Street
 Santa Monica, CA 90404
 Phone: 310.207.6600 x204
 Fax: 323.345.5407

DATE: June 12, 2015
INVOICE # 60408
FOR: The Unauthorized Melrose Place
BILL TO: Kathey Leverton
 A&E TELEVISION NETWORKS, LLC
 2049 Century Park East, Ste. 840
 Los Angeles, Ca 90067

DESCRIPTION	AMOUNT
License Fee - (1/3 of 1,895,000.00 USD) due upon commencement of production	\$ 631,666.67
GL / Prod: <u>120 / 15229 - 631,666.67</u>	003746
Desc: <u>460 / 15229 - - 631,666.67</u>	
Code: <u>Inv # 60408 - Don't break 208 5</u>	
Approval: <u>MR</u>	
Acct: <u>MR</u>	
Exec/UPM <u>[Signature]</u>	
ENTERED 6/14/15	
POSTED	
Date _____	
Dr _____	
Cr _____	
Initial _____	
Please wire payable to:	
Howard Braunstein Films, LTD	
1631 21st Street Santa Monica, CA 90404	
City National Bank	SUBTOTAL \$ 631,666.67
400 N. Roxbury Drive Beverly Hills, CA 90210	
Account Number: 123-407604	
Routing Number: 1220-16066	OTHER -
Swift Code: CINAUS6L	TOTAL \$ 631,666.67

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**"THE UNAUTHORIZED MELROSE PLACE STORY" (THE "PICTURE")
LIFETIME ENTERTAINMENT SERVICES, LLC ("LIFETIME")
AND HOWARD BRAUNSTEIN FILMS LTD ("PACKAGER")**

**LICENSE FEE DEAL MEMO
As of JUNE 10, 2015**

1. Acquisition Fee and Breakage: Acquisition fee of \$1,895,000, payable 1/3 on commencement of preproduction, 1/3 on commencement of production; 1/6 on completion of production and 1/6 on final delivery, with a \$50,000 holdback for delivery of all delivery requirements, including without limitation a signed long form agreement. Amounts spent on development or otherwise previously reimbursed by Lifetime are deducted from the final payment of the license fee. Breakage may be granted over the license fee, but is not guaranteed and is subject to the budget.
2. Formal Greenlight Contingencies: Close of acquisition fee and approval of director, approved delivery date, casting of first three leads, approval of final script and E&O insurance. In addition, confirmation of the right to use "Based on a True Story" (or "Inspired by a True Story" if changes cannot be made after good faith efforts to get "Based on a True Story" and following consultation with Lifetime) on the Picture and in the advertising and promotion thereof must be received in writing from the E&O carrier.
3. Budget Requirements: Budget must be approved by Lifetime and must include residuals bought out and paid by Packager for 24 runs on basic cable; base compensation for first three leads and Executive Producer Fee budgeted per Lifetime's requirements. In the event there are savings in the cast budget, such savings may be allocated towards other costs of the Picture. Notwithstanding the foregoing, Lifetime acknowledges that the license fee set forth in paragraph 1 above shall not be reduced due to savings in the budget or any other reason. 003741
4. Territory: Lifetime territory is the U.S., its territories and possessions [including Puerto Rico and the Virgin Islands], Bermuda, the Bahamas, the Caribbean islands and common carriers and military installations flying the flags of any of the foregoing (the "U.S. Territory"). All other territory to Packager, provided Packager, may not exploit the picture anywhere in the world until one week after the earlier of the initial exhibition of the Picture by Lifetime and six months following final, approved delivery of the Picture to Lifetime. Notwithstanding anything to the contrary contained in the foregoing, Lifetime's territory in connection with videograms (as defined below) shall be worldwide, excluding Canada (the "Videogram Territory"), subject to Lifetime's right of first negotiation and first refusal in connection with the distribution of videograms in Canada as set forth below.
5. Term: 25 year initial term. Lifetime shall have a post term right of first negotiation/first refusal to extend the term. The Picture shall be delivered no later than October 2015. The Term shall begin on the earlier of Lifetime's initial exhibition of the Picture or the six (6) months following final, approved delivery of the Picture.
6. Lifetime Rights: Lifetime rights include the exclusive right to distribute, market, advertise and otherwise exploit the Picture and all elements thereof in the Lifetime Territory, in all languages and for unlimited runs, in all media, whether now known or