

HOWARD BRAUNSTEIN FILMS, LTD.  
1631 21st Street  
Santa Monica, CA 90404-3914

003688

June 1, 2015

Beyond Comprehension Inc.  
f/s/o William Baldwin  
c/o David Matlof, Esq.  
Hirsch Wallerstein Hayum Matlof + Fishman LLP  
10100 Santa Monica Blvd., Suite 1700  
Los Angeles, CA 90067

GL / Prod: 141 / 13217 - \$70,000-  
Desc: Consulting 1 & 2 of 4  
Code: \_\_\_\_\_  
Approval: MR  
Acct: \_\_\_\_\_  
Exec/UPM See attached

**Re: Beyond Comprehension Inc. f/s/o William Baldwin  
Consulting Agreement (v1)**

ENTERED  
7/8/15

POSTED

The following is a consulting agreement ("Agreement") between Beyond Comprehension Inc. ("Lender"), on the one hand, and Howard Braunstein Films, Ltd. ("Company"), on the other, with respect to William Baldwin consulting services ("Consultant") for Company in connection with the television motion pictures intended for initial exhibition by means of television broadcast (the "Television Movies").

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**The Services.**

Lender shall cause Consultant to render non-exclusive consulting services during the development and, if applicable, pre-production and production of the Television Movies, as Company may reasonably request. The parties agree that Consultant shall have meaningful consultation rights on all matters concerning key decisions such as script, director and cast with regard to the Television Movies; provided, however, that no casual or inadvertent failure of Company to consult with Consultant with regards to the abovementioned matters shall constitute a breach of this Agreement. The parties acknowledge that Company shall have approval rights with regard to all matters pertaining to the Television Movies, including but not limited to all financial decisions herein. Lender and Consultant agree that the meaningful consultation right shall be exercised in a reasonable manner so as not to frustrate or otherwise delay production of the Television Movies.

**The Term.**

The term (the "Term") of the Agreement shall be three (3) months commencing on execution of this agreement.

**The Fee.**

Subject to Consultant' and Lender's full performance of their respective services and material obligations hereunder and as full compensation for all of Consultant' services hereunder, Company shall pay Lender a guaranteed compensation in the amount of Seventy-Five Thousand United States Dollars (US\$75,000) as follows: