

CHECK REQUEST

001631

Howard Braunstein Films

1631 21st Street

Santa Monica, CA 90404

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

Date: 2-11-14

Check Due Date: A.S.A.P.

AMOUNT: \$ 2,500-

Vendor Name: Hotchkiss & Associates, Inc
Linda Cluff
Address: 611 Broadway, Suite 741
City/State/Zip: New York, New York 10012
Federal ID #: _____
(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: Option per Paragraph 3A

ENTERED
2/13/14
MA

POSTED	
Date _____	Dept _____
Dr _____	Approval: _____
Cr _____	UPM Executive: _____
Initial _____	Accounting: <u>JA</u>

Requested by: Howard Braunstein

GL/Prod	Detail	Set	F	Amount	Desc
150	13223			2,500	Option per Paragraph 3A

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

As of December 16, 2013

Linda Cluff
c/o Hotchkiss & Associates, Inc.
611 Broadway, Suite 741
New York, New York 10012
Attention: Jody Hotchkiss

Re: "Life Story Rights of Linda Cluff" – Option Agreement

Ladies and Gentlemen:

This confirms the agreement (this "Agreement") between and among Linda Cluff ("Owner"), on the one hand, and Howard Braunstein Films ("Packager"), on the other hand, with respect to Packager's option to acquire the exclusive and irrevocable right to use Owner's life story "as it pertains to the MacNeill family before and after the murder of Michelle MacNeill and the subsequent investigation and conviction of Robert MacNeill" in connection with, among other things, the development and possible production of a motion picture for television (the "Picture").

1. Option. Owner hereby grants to Packager the sole, exclusive and irrevocable option (the "Option") to acquire from Owner, forever and throughout the universe, subject to Owner's Grant of Rights in Paragraph 4 below, reserved rights and reversion, the following exclusive rights (whether under copyright or otherwise) in and to the Story: all television and theatrical motion picture rights; customary allied, ancillary and subsidiary rights (e.g., all home video, digital, interactive, Internet, merchandising, music and music publishing, etc.); limited radio rights (not to exceed 10 minutes in duration) for publicity purposes only, but not for sale in any form; and seven thousand five hundred (7,500) word publication rights for purposes of advertising and otherwise exploiting the foregoing rights, but not for sale in any form. The rights granted to Packager hereunder shall include, without limitation, the exclusive right to produce one (1) or more motion pictures, programs or series based (in whole or in part) upon the Story intended for exhibition on television (including without limitation free, pay and cable television and by means of video discs, videocassettes, digitally, internet, and other home video devices), and/or otherwise, and the right to exploit such motion pictures, programs and series in any and all media, subject to Owner's reserved rights, whether now known or hereafter devised in perpetuity. Packager shall have the right to adapt, modify, add to or take from the Story, and Owner hereby waives any "droit moral" or similar rights with respect thereto.

Jim -
please pay
\$2500
per paragraph
A full
option over
3A
Rembursement
from
lifetime.
Thanks.

2. Term. The "Term" of the Option shall commence on the date hereof and shall continue for a period of twelve (12) consecutive months (the "Initial Period"); provided, however, that Packager shall have the right to extend the Term for an additional period of twelve (12) consecutive months (the "Extended Period"), by written notice given to Owner on or before the expiration of the Initial Period. If any event of force majeure occurs during the Term (e.g., labor dispute, strike, lock-out, fire, war, governmental action or proceeding or injunction) which affects Packager's development, financing, pre-production, production or distribution of motion pictures or programs, or in the event Owner is in material uncured default of any representation, warranty or agreement made hereunder, or in the event any third party claim is asserted against Owner which interferes with Packager's rights which are subject to the Option, the Term hereunder shall be automatically extended for the duration of such force majeure (not to exceed six (6) months), material uncured default or third party claim without limiting Packager's other rights or remedies hereunder or at law or in equity. Packager may exercise the Option by written notice given to Owner at the address indicated above at any time during the Term. During the Term, Packager shall have the right to undertake development and pre-production activities.

3. Consideration. On the condition that (i) Owner is not in material uncured breach or default hereof, (ii) Packager receives an executed copy this Agreement; and (iii) Packager receives an executed depiction release (i.e. non-exclusive forms customarily signed by individuals portrayed in docudramas) from Owner (which such release is attached hereto as Exhibit 1), Packager agrees to pay to Owner the following amounts, as applicable:

(a) With respect to the Option, the sum of Two Thousand Five Hundred Dollars (\$2,500), which sum shall be not applicable against the Option exercise price set forth in subparagraph 3(c) below and shall be payable within 10 business days following Owner's execution and delivery to Packager of this Agreement.

(b) ~~In the event Packager exercises its right to extend the Term of the Initial Option Period pursuant to Paragraph 2 above, the sum of Five Thousand Dollars (\$5,000), which sum shall not be applicable against the Option exercise price set forth in subparagraph 3(c) below and shall be payable before the expiration of the initial option period.~~

(c) In the event Packager exercises the Option with the intention of first producing a two-hour television motion picture based on the Story, an Option exercise price of Seventeen Thousand Five Hundred Dollars (\$17,500), payable, if at all, promptly following the earlier of the date of Packager's exercise of the Option or commencement of principal photography (the "Television Movie Purchase Price").

(f) In the event that Packager exercises the Option and produces the Picture and thereafter Packager produces, pursuant to Packager's rights hereunder, one or more remake, sequel or prequel motion picture(s), with respect to each such remake or sequel and/or prequel, the following applicable amount, which such sum shall be payable promptly following the commencement of principal photography of such remake, sequel or prequel:

(i) With respect to each such sequel and/or prequel, fifty percent (50%) of the applicable amounts previously paid, if at all, pursuant to subparagraphs 3(c) above; (ii)

With respect to each such remake, thirty-three and one-third percent (33-1/3%) of the applicable amounts previously paid, if at all, pursuant to subparagraphs 3(c) from such remake.

As used in this Agreement, "remake" shall be defined as a motion picture containing substantially the same story and the same leading characters as are contained in the Story used in the Picture, and "sequel" and/or "prequel" shall be defined as a motion picture containing substantially the same leading characters but a substantially different story from that contained in the Story and used in the Picture.

(g) In the event that Packager exercises the Option and produces the Picture and thereafter Packager produces, pursuant to Packager's rights hereunder, a television series based on the motion picture(s), any amount payable to Owner in connection with such series shall be subject to good faith negotiations.

(h) In the event Packager exercises the Option but fails to produce the Picture within five (5) years of the date of exercise of the Option, Owner's rights shall revert back to Owner exclusively, subject to good faith negotiations regarding Owner's repayment of costs of Packager.

4. Grant of Rights: If the Option is exercised, Packager and Packager's Successors shall own, and subject only to such exercise Owner assigns and sells to Packager, exclusively and throughout the universe, all right, title and interest in the Property for a period of six (6) years from Exercising the Option or five (5) years from the initial air date of the Movie, whichever term is earlier, except for the Reserved Rights specified below. At the conclusion of this term period, Owner grants Packager a first negotiation/first refusal to re-acquire such life rights from Owner. If Owner at any time proposes to negotiate with any party for the license after the expiration of this term, Owner shall give Packager written notice thereof and an opportunity to so negotiate prior to Owner so negotiating with any third party. If Packager elects to so negotiate, which election Packager shall make within 30 days of receipt of such written notice, Owner and Packager shall negotiate in good faith for a period of not less than 30 days from the commencement of such negotiations, and if Packager shall not make such election within 30 days of receipt of written notice or an agreement does not result therefrom Owner may thereafter negotiate with any third party. If Owner at any time is prepared to enter into an agreement with a third party for the license of Owner's life rights, Owner shall, before entering into such agreement, give Packager written notice of the proposed terms thereof (and all modifications of such terms) and the party involved. In each instance, Packager shall then have 10 business days after receipt of Owner's written notice in which to elect to acquire the rights involved on the terms contained in the notice. If Packager does not elect to make an offer within the original 30 day period, Owner can enter into a third party agreement without notifying Packager of such terms.

(a) Audiovisual Works: The right to produce audiovisual works of all types now known or hereafter devised, and sequels thereto and all other types of derivative works based thereon, intended for exploitation in any means or medium now or hereafter

devised (including but not limited to any form of theatrical, television or home video exploitation and , interactive, digital, video on demand and internet rights) and all allied, subsidiary and ancillary rights including without limitation all music and music publishing rights, soundtrack album and other soundtrack exploitation rights in the film, merchandising rights (including without limitation the exploitation and/or licensing of characters and other elements of the Picture for all types of goods, services and theme park and other types of attractions), certain limited publishing rights as set forth in the Agreement subject to paragraph 7 below.

(b) Copyrights/Exploitation Rights: With respect to works produced pursuant to the rights granted in paragraph 4 above, all copyrights, neighboring rights, trademarks and any and all other ownership and exploitation rights in the Picture now or hereafter recognized in any and all territories and jurisdictions (including by way of illustration only, reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public) and the right to exploit such works in all media, markets and languages and in any manner now known or hereafter devised in perpetuity and throughout the world are included in the Grant of Rights.

(c) No Obligation To Proceed: Nothing contained in this Agreement shall be construed as requiring Packager to exercise or exploit, or continue to exercise or exploit, any of the rights herein granted.

7. Reserved Rights. Owner hereby reserves all publication rights and customary ancillary rights including hardcover, soft cover, audio books, outtakes, and electronic publication rights. . The rights reserved by Owner under this Section 7 shall not be subject to a holdback period, provided however, during the Initial Option Period and the Extended Option Period, if any, and in the event Packager exercises the Option under paragraph 3 (c), Owner cannot convey any television or theatrical rights to any of her publication rights for a period of six (6) years from Exercising the Option or five (5) years from the initial air date of the movie, whichever term is earlier.

8. Consulting Services and Credit. Subject to Owner's professional availability, Owner agrees to provide non-exclusive consulting services during the development, pre-production and production of the Picture, as Packager may request, including lending aid and knowledge to Packager in connection with the writing and production of the script. Owner shall make available without charge all writings, facts, photographs, works, objects, and other materials which may be pertinent to the Story. If requested by Packager, Owner agrees to meet and consult with any writer(s) engaged by Packager. If travel is required, Owner will receive air travel, accommodations and per diem by Packager. Owner shall also receive a "Consultant" credit, the size and placement of which to be the sole discretion of Packager and/or its assignees and subject to Network approval. Credit is also subject to the CAVCO rules and regulations, if applicable. At owner's sole discretion, Owner may remove her Consultant Credit on the movie.

9. Representations and Warranties. Owner represents and warrants that Owner has the right to enter into this Agreement, that the consent of no other person or entity is necessary for Owner to enter into and fully perform this Agreement, that Owner has not granted and will not grant any rights in and to the Story to any third party except for reserved rights described in paragraph 4 above, that to the best of Owner's knowledge Packager's use of the Story as permitted hereunder will not infringe upon or violate the rights of any kind or nature whatsoever of any person or entity, and that all the information that Owner provides will be to the best of Owner's knowledge factual and accurate. Owner assumes liability for, and shall indemnify, defend, protect, save and hold harmless Packager, its parent, subsidiary and affiliated companies, distributors, assigns, licensees and their respective shareholders, directors, officers, employees and agents of the foregoing (the "Packager Indemnified Parties") from and against any third party claims, actions, losses, penalties, expenses or damages (including, without limitation, reasonable outside legal fees and expenses) of whatsoever kind and nature imposed on, incurred by or asserted against any of the Packager Indemnified Parties arising out of any material uncured breach or alleged breach by Owner of any representation, warranty, covenant or agreement made, or obligation assumed, by Owner pursuant to this Agreement. Packager shall indemnify, defend, protect, save and hold harmless Owner from and against any third party claims, liabilities, damages, losses and expenses (including, without limitation, reasonable outside legal fees and expenses) in connection with the development, production, distribution and/or exhibition of the Picture; provided, however, that the foregoing indemnification shall not apply to any claims, liabilities, damages, losses and expenses arising out of or resulting from Owner's intentional or grossly negligent tortious conduct (or other conduct by Owner which is not authorized by Packager and is outside the scope of this Agreement) or from any breach of Owner's representations or warranties under this Agreement

10. Release. Owner agrees that Packager may dramatize, add to, modify, subtract from and change characters, incidents, situations and events constituting the Story for purposes of dramatization.. In this connection, Owner hereby agrees that Owner will not bring, institute or assert any claim or action against Packager, or any persons or entities affiliated with Packager or its assignees, including without limitation Packager's employees, officers, directors, shareholders, successors, licensees or assigns, on the ground that any exercise of any rights granted hereunder, or the exploitation of any results and proceeds thereof, constitutes a libel or slander or invasion of any right of privacy or publicity, or otherwise infringes upon or violates any other right Owner may have (whether statutory or otherwise), and Owner hereby releases and discharges Packager and any persons or entities affiliated with Packager, including without limitation Packager's employees, officers, directors, shareholders, successors, licensees, heirs and assigns, of and from any and all such claims, actions and causes of action that Owner may now or hereafter have.

11. Assignment: Packager shall have the right to assign any or all of its rights under this Agreement to any person or company, and upon such assignment Packager shall have no further obligations to Owner hereunder. Packager shall give Owner notice of any such assignment; provided that a failure to give such notice shall not be deemed a breach of this Agreement by Packager.

12. Further Instruments. Owner shall execute or cause to be executed such further documents and instruments (including the assignment, short form option and the depiction release attached hereto) as Packager may request in order to effectuate the terms and intentions of this Agreement, and in the event Owner fails or is unable to execute any such documents or instruments, Owner hereby appoints Packager as its attorney-in-fact with the full right and authority to execute and deliver the same, after notice and a reasonable opportunity to negotiate such documents or instruments in good faith, which such appointment shall be deemed a power coupled with an interest and shall be irrevocable under any and all circumstances.

13. Insurance. Packager shall add Owner as an additional insured under Packager's errors and omissions and general liability policies with respect to the Picture, if and when obtained by Packager, subject to the terms and conditions of said policies, including any deductible or policy limits; provided, however, that inclusion of Owner on said policies will not relieve Owner in any way whatsoever of Owner's representations, warranties and indemnities contained in this Agreement.

14. Dvd's. Owner will receive two (2) dvd's of the movie when, if ever, the movie is commercially available.

15. Miscellaneous. In the event that there is any conflict between any provision(s) of this Agreement and any statute, law or regulation, the latter shall prevail; provided, however, that in such event, the provision(s) of this Agreement so affected shall be curtailed and limited only to the minimum extent necessary to permit compliance with the minimum requirement(s) thereof and no other provision(s) of this Agreement shall be affected thereby and all such other provision(s) shall continue in full force and effect. Any and all terms not discussed herein that are relevant to the agreement between Owner and Packager shall be subject to good faith negotiations. Owner agrees that Packager has the right to freely assign this Agreement and any of Packager's rights and obligations hereunder to a financially responsible third party and Packager agrees to remain secondarily liable. Neither this Agreement nor any of Owner's rights or obligations hereunder may be assigned or delegated by Owner to any other person or entity. Packager has no obligation to exercise the Option, or having exercised the Option, to exploit any of the rights obtained thereby. Owner hereby acknowledges that Owner's exclusive remedy, if any, in the event of any breach by Packager of this Agreement shall be the right to an action at law for damages and Owner shall not have the right to injunctive or equitable relief. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. This Agreement may not be modified except by an instrument in writing signed by the party to be charged thereby. This Agreement will be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, administrators, successors, executors, licensees and permitted assigns.

16. Payee: The payee for all payments shall be Hotchkiss and Associates a/a/f Linda Cluff.

If the foregoing is in accordance with Owner's understanding, please sign below.

Very truly yours,

HOWARD BRAUNSTEIN FILMS

By:

Howard Braunstein

Its: _____

AGREED TO AND ACCEPTED:

By:

Linda Cluff
Linda Cluff

Dated: 1 / 22 / 14

SCHEDULE A

ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, Linda Cluff ("Owner") hereby grant, sell and assign to Howard Braunstein Films (hereinafter referred to as "Packager"):

1. The exclusive and irrevocable right to use Owner's life story (the "Story"), in connection with, among other things, the development and possible production of a motion picture or motion pictures for television.

1. Any and all causes of action which Owner now has or hereafter may have for any past, present or future infringement or interference with any of the rights granted to Packager in and to said material or the copyright thereof.

This assignment is executed and delivered pursuant and subject to the letter agreement dated as of this 22 day of January, 2014 between Owner and Packager executed and delivered concurrently herewith relating to the aforesaid material. Reference is hereby made to said concurrent agreement for further particulars with respect to Packager's rights in and to said material.

IN WITNESS WHEREOF, the undersigned has executed this assignment as of this 22 day of January, 2014.

LINDA CLUFF

Linda Cluff

SCHEDULE B

SHORT FORM OPTION

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Linda Cluff ("Owner"), hereby grant to HOWARD BRAUNSTEIN FILMS (hereinafter referred to as "Packager") the exclusive and irrevocable right to use Owner's life story (the "Story"), in connection with, among other things, the development and possible production of a motion picture or motion pictures, for television or otherwise, all as set forth in that certain agreement between Owner and Packager dated as of this 22 day of January 2014.

Owner and Packager acknowledge that this Short Form Option is subject to said agreement, and, in the event of any conflict between the provisions of this instrument and the agreement, the provisions of the agreement shall control.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of 1/22, 2014.

LINDA CLUFF

Linda Cluff

STATE OF)
) ss.
COUNTY OF)

On this 22nd day of January, 2014, personally appeared before me known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

In the County of Utah, I, Carl Brown, Notary Public, do hereby certify that on this 22nd day of January, 2014, before me, the undersigned notary, personally appeared Linda Cluff, who proved to me his/her identity through documentary evidence in the form of a Driver's License, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose(s).

Carl Brown
Notary Signature and Seal

Utah Option Agent V2

Notary Public in and for said County and State

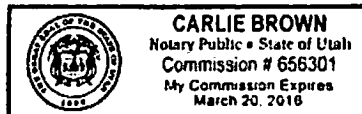


EXHIBIT 1

RELEASE

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

Gentlemen/Ladies:

I understand that you are contemplating the production of one (1) or more theatrical motion picture(s) and/or television motion picture(s) and/or program(s) and/or series (said motion picture(s), program(s) and/or series being hereinafter referred to individually and collectively as the "Production") relating to the life story of Linda Cluff (the "Story"). 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 me of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, receipt of which I hereby acknowledge, I hereby agree as follows:

1. I hereby grant to you the right to interview me at such time(s) as you reasonably shall request, subject to professional availability, and the right to record such interview(s) by such means as you, 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 (all of the foregoing being hereinafter referred to as the "Material"), subject to the limitations contained in Section 1 of the Agreement, in perpetuity throughout the universe in and in connection with the Production as well as in connection with the exercise of any subsidiary, allied and ancillary rights in the Production (including without limitation, remake, sequel, theatrical, television, radio, publishing, merchandising, digital and other interactive or non-interactive computer, advertising and publicity rights). Such use may be made in any reasonable manner and by any reasonable means, whether now known or unknown (including, without limitation, by use of an actor or actress, as applicable, portraying me), and either accurately or with such fictionalization or other modification as you, your successors, licensees, assigns, heirs, executors or administrators determine 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.

3. I further hereby release and discharge you, your employees, agents, licensees, successors, assigns, heirs, executors and administrators from any and all third party claims, demands or causes of action that I may now have or may hereafter have, for libel,

defamation, invasion of privacy, infringement of copyright or violation of any other right arising out of any exhibition, use, exploitation, advertising, publicity or promotion of the Production, the Story, any subsidiary, allied and ancillary rights therein, and/or the Material.

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 financially responsible person or entity. This grant and release is to be construed in accordance with the laws of the State of California.

Very truly yours,

Linda Cluff
Linda Cluff

1020 E 1000 S
(Street Address)

Spanish Fork, UT 84660
(City/State/Zip Code)