

GJ#0031452

## Howard Braunstein Films

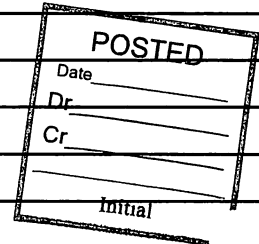
## INVOICE

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

DATE: June 12, 2015  
 INVOICE # 60411  
 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
Holdback for delivery of all delivery requirements	\$ 50,000.00
GL / Prod: <u>120/15229 - 50,000 -</u>	
Desc: <u>760/15229 - 50,000 -</u>	
Code: <u>Inv # 60411 - Dom license 5 of 5</u>	
Approval: _____	
Acct: <u>MA</u>	
Exec/UPM <u>MA</u>	
<b>Please wire payable to:</b>	
<b>Howard Braunstein Films, LTD</b>	
1631 21st Street Santa Monica, CA 90404	
City National Bank	<b>SUBTOTAL</b> \$ 50,000.00
400 N. Roxbury Drive Beverly Hills, CA 90210	
<b>Account Number: <del>123-407601</del></b>	
<b>Routing Number: 1220-16066</b>	<b>OTHER</b> -
<b>Swift Code: CINAUS6L</b>	<b>TOTAL</b> \$ 50,000.00



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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. 003729
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

hereafter devised, and through all means of distribution, whether now known or hereafter devised, including without limitation all forms of television, (including without limitation cable, broadcast, satellite, pay-per-view, all forms of VOD, etc.) all forms of electronic, interactive and computer-assisted media (including digital download (i.e. electronic sell through), internet streaming, DVD, all forms of wireless (e.g., cell phones, mobile devices, remote access computers), theatrical distribution, etc. Notwithstanding the foregoing, to the extent portions of the Videogram Territory are outside of the Lifetime Territory, Lifetime's rights therein shall be limited to videogram distribution. Lifetime shall have a six (6) month non-exclusive sell-off period for videograms following the expiration of the Term. If AETN elects to create or authorize any such dubbed versions of the Picture, AETN shall be responsible for the costs in connection therewith, provided, however, that if Packager has created international masters for use in the exercise of its distribution rights, if any, Packager shall provide AETN with a copy of such masters at no cost to AETN.

7. Canadian Videogram Rights: Lifetime shall have an exclusive right of first negotiation and first refusal to acquire videogram rights in Canada on the later of (i) two years after the initial telecast of the Picture by Lifetime hereunder and (ii) after the expiration of the initial videogram window of the Picture in Canada, such rights to be negotiated pursuant to the terms set forth in Exhibit B attached hereto and incorporated by this reference.
8. Approvals: Lifetime shall have customary broadcaster approval with respect to the budget and all key creative elements in the Picture, including but not limited to production locales, director, writers, teleplay, title, opening and closing titles and credits (all such credits consistent with CAVCO requirements), credit formats, script, the first two leads and music. No paid ads or photo approvals may be granted to actors without Lifetime's prior approval. Actor deals are subject to certain publicity and other requirements. Lifetime's approval rights hereunder shall be subject to the requirements and guidelines of the Canadian Audiovisual Certification Office. The Parties intend that the Picture shall be produced by a Canadian producer so as to qualify as a "Canadian Film or Video Production" as administered by CAVCO tax credits and any other applicable tax credit programs as administered by British Columbia. Lifetime shall not require the producer to commit any act which the producer reasonably believes will jeopardize the eligibility of the Picture as a "Canadian Film or Video Production" and for the British Columbia Film Incentive and the resulting tax credits therefrom, provided that Packager advises Lifetime of such possible result in a timely fashion.

9. Contingent Compensation.

a. Packager shall be entitled to Five Percent (5%) of Lifetime's net profits derived from the exploitation of the Picture in the U.S. Territory via transmission on a programming service other than any "Network" as defined below. In calculating net profits, Lifetime shall deduct from gross license fees a twenty-five percent (25%) distribution fee, its actual, direct, auditable out-of-pocket distribution costs and expenses [including, without limitation, moneys advanced and paid as and for residuals, and dubbing/linguaging costs, direct out-of-pocket, actual verifiable sales, excise and withholding taxes collected by Lifetime or deducted from payments due Lifetime, out-of-pocket amounts paid by Lifetime for Insurance in the event Packager fails to maintain required insurance and marketing expenses (which marketing expenses shall be capped at Fifty Thousand Dollars)]. Lifetime makes no warranty or representation that the Picture will generate any net profits or any particular amount of net profits. Lifetime shall have full and

exclusive control of the distribution and other exploitation of the Picture in the Lifetime Territory during the Term and the Picture may be distributed or withheld or withdrawn from distribution as Lifetime may determine in its sole discretion with no obligation to consult with Packager. Lifetime shall account to Packager on no less than an annual basis in connection with the contingent compensation payable hereunder. For the avoidance of doubt, the term "Network" as used herein shall mean any programming service owned, controlled, programmed or operated solely or jointly with one or more third parties by A&E Television Networks, LLC, A&E Network, HISTORY (aka the History Channel), History International Bio, The Biography Channel, [The] History Channel, en espanol, Military History Channel, Crime and Investigation Network, Lifetime Television Network, Lifetime Movie Network, Lifetime Real Women or any successors to such entities or other licensees of the Networks' names, trademarks and/or formats of the foregoing in any language (individually and collectively the "Networks"). For the avoidance of doubt, in no event and at no time shall net profits include any revenues for or from the exhibition of the Picture via any of the Networks.

b. Packager shall be entitled to a share of Lifetime's revenues derived from the exploitation of the Picture in videograms throughout the Videogram Territory, pursuant to the terms and conditions of the Videogram royalty provision attached hereto as Exhibit A and incorporated by this reference. "Videograms" shall include video tapes, video cassettes, digital video discs and similar video storage devices (including digital delivery through download to own that enable audio visual recordings to be perceived both visually and aurally by means of a playback device intended for private, in-home and/or personal use only, and not for public performance or exhibition. For the avoidance of doubt, Videogram revenues shall not include advertising revenues.

c. Audit Rights. Packager may, at its own expense, upon reasonable advance written notice to Lifetime, audit Lifetime's books and records of account, relating to contingent compensation set forth herein, during normal business hours at the place that such books and records may be ordinarily kept provided, however, that only one (1) audit shall be performed on the books and records of account for any one (1) calendar year. Notwithstanding anything to the contrary contained in the foregoing, in the event that any audit by Packager results in confirmation of a discrepancy of payment to the detriment of Packager of over ten percent (10%), Lifetime shall reimburse Packager for its reasonable, actual, direct, auditable, out-of-pocket costs incurred in connection with such audit. All books and records and all data and information contained therein, except as required by law, shall be held in strictest confidence and shall not be disclosed to any other party other than Packager's principals, counsel and accountants provided that such accountants and counsel acknowledge in writing that they are bound by this confidence, and upon completion of such audit shall return all documents or copies thereof to the audited party. All books and records and all data and information contained therein shall be used solely for the purpose of reporting to Packager the amounts of any alleged errors in payment of Packager's contingent compensation hereunder. Packager shall have two (2) years from the date of Lifetime's submission of a statement to file a written objection to that statement. If Lifetime notifies Packager in writing that it denies the validity of the objection, Packager shall have one (1) year from the date of such denial to file suit. Any statement not audited and/or objected to within two (2) years of submission shall be deemed conclusive and not subject to further contest with respect to the matters therein. Notwithstanding anything to the contrary contained in the foregoing, after the first two years of the Term, there shall be no obligation to

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account with respect to any accounting period for the applicable account (i.e. videogram receipts or off network contingent compensation) in which less than Fifty Dollars (\$50) in revenue share or Videogram royalties are payable after the first two (2) years unless requested by Packager in writing.

10. Credit: Lifetime logo to be added to the end credits in last position in its Territory.
11. Residual Administration: Packager to pay and administer residuals for the first 24 runs on basic cable. Lifetime shall sign appropriate distribution assumption agreements (form to be approved by Lifetime and consistent with prior forms accepted from Lifetime by the applicable guilds ) and shall administer and pay all other scale residual obligations arising in connection with its exploitation of the Picture (provided that all residual obligations shall be scale).
12. Derivative Works: Lifetime shall have a right of first negotiation/first refusal on all derivative works (i.e. remakes, sequels, prequels, series, theatricals etc).
13. Standard Terms: This agreement shall be subject to Lifetime's standard terms and conditions for agreements of this type, the language of which shall be subject to good faith negotiations within Lifetime's customary parameters, including without limitation publicity, music rights, insurance, indemnity, representations and warranties, governing law, breach, force majeure, name and likeness and confidentiality. In the event of and only to the extent of any direct conflict between the terms of this agreement and the applicable provisions of the standard terms, the terms of this agreement will govern, solely to the extent necessary to resolve the conflict.

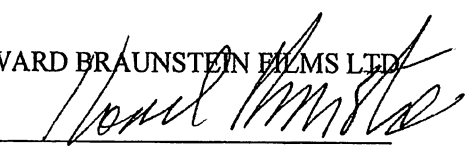
AGREED TO AND ACCEPTED BY:

LIFETIME ENTERTAINMENT SERVICES

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

HOWARD BRAUNSTEIN FILMS LTD.

BY:  \_\_\_\_\_

ITS: \_\_\_\_\_

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EXHIBIT A

VIDEOGRAM ROYALTY FOR EXPLOITATION OF THE MOTION PICTURE  
CURRENTLY REFERRED TO AS "THE UNAUTHORIZED MELROSE PLACE STORY"  
(THE "PICTURE") IN THE VIDEOGRAM TERRITORY

a. In connection with the Picture, Lifetime shall pay Packager a royalty equal to fifteen percent (15%) of One Hundred Percent (100%) of the Videogram Adjusted Gross Receipts (as defined hereafter) actually received by or credited to Lifetime or any wholly owned subsidiary from Videogram distribution of the Picture other than Lifetime's direct-to-consumer sales (defined as those sales which Lifetime makes directly to the consumer without licensing the sale and distribution of such Videograms to any unaffiliated third parties) and seven and one-half percent (7.5%) of One Hundred Percent (100%) of the Videogram Adjusted Gross Receipts actually received by, or credited to, Lifetime from Lifetime's direct-to-consumer sales, less the following reserves:

- (i) a reserve of five percent (5%) for uncollected accounts (i.e., bad debt), to be liquidated or otherwise adjusted to reflect actual uncollected accounts within a reasonable time, not to exceed one (1) year after being initially established for each accounting period; and
- (ii) a reserve of twenty percent (20%) for returns of Videograms, to be liquidated or otherwise adjusted to reflect actual returns within a reasonable time, not to exceed six (6) months after being initially established for each accounting period.

b. "Videogram Adjusted Gross Receipts" shall be defined as all monies actually received by, or credited to, Lifetime or any wholly owned subsidiary from the Videogram exploitation of the Picture, less (i) amounts actually collected or deducted for taxes and for shipping and handling, (ii) deductions for manufacturing and packaging, advertising and promotion, quantity or trade discounts, and any moneys advanced or paid by Lifetime as and for residuals, (iii) unaffiliated third party sales commissions, (v) actual returns and (vi) out-of-pocket amounts paid by Lifetime for Insurance in the event Packager fails to maintain Insurance required by the production packet during the Term. Notwithstanding anything contained herein to the contrary, Lifetime shall have the right of set off for any overpayment by Lifetime to Packager with respect to Packager's revenue participation relating to any other program(s).

Lifetime shall account to Packager with regard to Packager's share of revenue hereunder on a quarterly basis. The quarterly periods shall end on March 31, June 30, September 30 and December 31 of each year; provided however that no accounting need be rendered for a period in which less than Fifty Dollars (\$50) in revenue share or Videogram royalties are payable after the first two (2) years unless requested by Packager in writing. Accountings shall be rendered on or before the date ninety (90) days following the conclusion of each accounting period and shall be accompanied by payment of the applicable revenue share due in accordance herewith (if any).

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## EXHIBIT B

### First Negotiation/First Refusal Canadian Territory

(i) Upon the expiration of the initial videogram license of the Picture in the Canadian Territory ("Initial Canadian Term"), but in any event not sooner than two years following the initial telecast of the Picture by Lifetime, Lifetime shall have an exclusive right of first negotiation and first refusal to acquire the rights to distribute, market and otherwise exploit the Picture and all elements thereof in videogram in the Canadian Territory. Immediately following the expiration of the Initial Canadian Term, and prior to negotiating with or entering into an agreement with a third party with respect to videogram rights in the Picture in the Canadian Territory, and upon Lifetime's receipt of Packager's written notification to Lifetime to start negotiations, Lifetime and Packager shall negotiate exclusively and in good faith for a period of thirty (30) business days ("Negotiation Period"). For the avoidance of doubt, prior to and during the Negotiating Period, after the expiration of the Initial Canadian Term, Packager shall not engage in discussions with any third party with respect to videogram rights in the Canadian Territory in the Picture.

(ii) If during the Negotiation Period Lifetime and Packager do not reach an agreement following such good faith negotiations in the Picture and upon written notice to Lifetime of its intention to solicit any such third party, Packager shall have the right to negotiate concerning the Canadian videogram rights with third parties, subject to the conditions set forth in paragraph (iii) below.

(iii) Prior to the end of the Negotiation Period, Packager shall present to Lifetime, in writing, its last offer of the least favorable monetary terms to Packager under which Packager would be willing to conclude an agreement with Lifetime ("Last Offer"). The Last Offer shall: (a) contain only terms which are readily reducible to a determinable sum of money and shall not require Lifetime to negotiate any terms and/or conditions unrelated to the monetary terms and condition of the Picture; (b) not require Lifetime to acquire any rights unrelated to the Picture; and (c) contain only terms or conditions which may be as easily met by one person as another.

(iv) Thereafter, Packager shall not enter into any agreement with a third party respecting videogram distribution of the Picture in the Canada on terms less favorable to Packager than Packager's Last Offer, without first offering, in writing, to enter into an agreement with Lifetime on the same terms which Packager and such third party are both willing to accept ("Final Offer"). Lifetime shall have ten (10) business days after Lifetime's receipt of such Final Offer in which to accept such Final Offer. The Final Offer may only include provisions that relate solely to the rights set forth herein and that are easily reducible to a determinable sum of money. If Lifetime fails to accept those terms within that period, Packager shall then be free to contract on those terms with the third party, provided Packager shall not enter into any agreement with any third party on less favorable terms than the Final Offer without again affording Lifetime a right of refusal as set forth above.

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