ABN348-PP ENTERTAINMENT PARTNERS INVOICE NO. PCA 05540108 SERVICES GROUP 001603 INVOICE DATE 01/16/2014 EPSG TALENT SERVICES 2835 N NAOMI ST, 2ND FLOOR WEEK ENDING 01/11/2014 BURBANK, CA 91504 PROD PYRL 00051890 INVOICE BEYOND BELIEF BILL TO: JAFFE/BRAUNSTEIN ENTERTAINMENT JAFFE/BRAUNSTEIN DEVELOPMENT 1631 21ST STREET SANTA MONICA, CA 90404 GROSS WAGES 9,000.00 **Gross Wages** TOTAL GROSS 9,000.00 EMPLOYER FRINGES 176.40 TAXES: WC/LIAB INS PENS/H&W: WGA 1,661.40 TOTAL FRINGE HANDLING FEE (2 CHECKS @ 12.50 PER CHECK) WGA 25.00 TOTAL HANDLING FEE | Belief-Taylor(s) -very of 15t Set of Code: Approval: Acct: Exec/UPM POSTED Initial TOTAL INVOICE AMOUNT 10,686.40 ESTIMATED INVOICE PAYMENT APPLIED .00 PAYMENT DUE UPON RECEIPT 10,686.40 0002 Total Records REMIT PAYMENT TO: NPEATL, LLC 2835 N NAOMI ST, 2ND FLOOR BURBANK, CA 91504 PAYMASTER: CTM CS/CE RELEASED: CTM

CONFIDENTIAL INFORMATION - FOR INTERNAL USE ONLY

EXTERNAL INVOICE ABN348

JAFFE/BRAUNSTEIN DEVELOPMENT 2014 PAYROLL REGISTER - PRIOR/CURRENT WEEK

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CONFIDENTIAL INFORMATION - FOR INTERNAL USE ONLY

JAFFE/BRAUNSTEIN DEVELOPMENT 2014 PAYROLL REGISTER - PRIOR/CURRENT WEEK

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EXTERNAL INVOICE ABN348

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PROD CO: JAFFE/BRAUNSTEIN ENTERTAINMENT

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

FAX TRANSMISSION - DELIVER IMMEDIATELY

DATE:

1/14/14

TO:

TINA MORALES

FAX (818) 842-1348

COMPANY: ENTERTAINMENT PARTNERS

FROM:

TIM TORTORA

TEL: (310) 207-6600 EXT: 203

FAX: (310) 207-6069

TOTAL PGS: 14

PLEASE PREPARE THE FOLLOWING WRITER PAYMENT AS A SEPARATE EDIT:

PROJECT: Beyond Belief

PAYEES:

MK Ultra Corporation f/s/o Bruce Taylor

Interdimensional Telewave Corporation f/s/o Rod Taylor

SSN/FED ID: 569-47-0259 / 95-4198047

261-78-4050 / 95-3637986

WRITER CONTRACT DATE: 8/26/13

AMOUNT: \$4,500.00 / \$4,500.00

FOR:

1st Set of Revisions

TAX:

OVER 30 DAYS

PLEASE DELIVER TO:

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

ATTACHMENTS: Timecards, Invoice & Writer's Agreement

Employee Name	Bruce	Bruce Taylor				Social Security No.	1	XXX-XX-0259	0259		*	Week Ending	1/11/2014)14			
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Producer and Employee acknowledge by signing this card that if no hours are recorded, we assume 8 hours work

Employee Signature:

Per Agreement

Approved:

Tim Tortora

From:

Shannon McDermott [shannon@original-artists.com]

Sent:

Friday, January 10, 2014 4:52 PM

To:

Tim Tortora

Subject:

"BEYOND BELIEF"/ MK ULTRA CORP. F/S/O BRUCE TAYLOR / INVOICE FOR DELIVERY

OF 1ST SET OF REVISIONS

December 28, 2013

Howard Braunstein HOWARD BRAUNSTEIN FILMS

via email

RE: "BEYOND BELIEF"/ MK ULTRA CORP. F/S/O BRUCE TAYLOR / INVOICE FOR DELIVERY OF 1ST SET OF REVISIONS

Dear Howard,

This letter is to officially request payment for the delivery of the first set of revisions on "BEYOND BELIEF". Please remit \$4,500.00 to:

MK Ultra Corporation f/s/o Bruce Taylor c/o Original Artists 9465 Wilshire Blvd. Suite 870 Beverly Hills, CA 90212

Best regards.

Sincerely,

ORIGINAL ARTISTS

Matt Leipzig

ML/sm

Employee Name	Rod Taylor	aylor				Social Security No.	ì	XXX-XX-4050	4050		≱	Week Ending	1/11/2014	014			
toan-Out Corporation: Interdimensional Teleware Corp.	ration: Inter	dimensic	onal Te	leware		Federal I.D.	Federal I.D. No. 95-3637986	637986				Location City Work State			County		
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Producer and Employee acknowledge by signing this card that if no hours are recorded, we assume 8 hours work

Employee Signature:

Per Agreement

Approved:

Tim Tortora

From:

Shannon McDermott [shannon@original-artists.com]

Sent:

Friday, January 10, 2014 4:52 PM

To:

Tim Tortora

Subject:

"BEYOND BELIEF"/ INTERDIMENSIONAL TELEWAVE CORP. F/S/O ROD TAYLOR/

INVOICE FOR DELIVERY OF 1ST SET OF REVISIONS

December 28, 2013

Howard Braunstein HOWARD BRAUNSTEIN FILMS

via email

RE; "BEYOND BELIEF"/ INTERDIMENSIONAL TELEWAVE CORP. F/S/O ROD TAYLOR/ INVOICE FOR DELIVERY OF 1ST SET OF REVISIONS

Dear Howard,

This letter is to officially request payment for the delivery of the first set of revisions on "BEYOND BELIEF". Please remit \$4,500.00 to:

Interdimensional Telewave Corp. f/s/o Rod Taylor c/o Original Artists 9465 Wilshire Blvd. Suite 870 Beverly Hills, CA 90212

Best regards.

Sincerely,

ORIGINAL ARTISTS

Matt Leipzig

ML/sm

Howard Braunstein Films 1631 21st Street Santa Monica, Calif. 90404

August 26, 2013

Interdimensional Telewave Corporation f/s/o Rod Taylor MK Ultra Corporation f/s/o Bruce Taylor c/o Matt Leipzig Original Artists 9465 Wilshire Blvd., Suite 870 Beverly Hills, CA. 90212

RE: "BEYOND BELIEF"/ ROD & BRUCE TAYLOR - Writer's Agreement

Ladies and Gentlemen:

This letter will confirm the agreement between Howard Braunstein Films ("Packager") and Interdimensional Telewave Corporation (Fed ID# 95-3637986) f/s/o Rod Taylor & MK Ultra Corporation (Fed ID# 95-4198047) f/s/o Bruce Taylor (collectively referred to as "Lenders") with respect to Packagers engagement of Lenders to furnish the services of Rod & Bruce Taylor (Collectively referred to as "Artists") to write certain literary material and other material to be assigned or provided to Lenders and Artists by Packager, in connection with a two-hour television movie which Packager proposes, but does not yet undertake, to produce for initial television primetime exhibition tentatively entitled "Beyond Belief" (the "Picture").

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

1. Engagement.

- (a) Packager hereby engages Lenders to render services of Artists, on a pay-or-play basis, to write 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) two sets of revisions of the First Draft Teleplay (the "First Set of Revisions" and "Second Set of Revisions," respectively) and (iv) a polish of the First Draft Teleplay (the "Polish"). Lenders hereby accepts such engagement upon the terms and conditions set forth herein.
- (b) All material which Artists may write hereunder (including, without limitation, the Story, the First Draft Teleplay, the First Set of Revisions, the Second Set of Revisions and the Polish) is sometimes referred to hereinafter as the "Work". Lenders agrees to cause Artists to render Artists services hereunder conscientiously and to the best of their abilities, subject to

Packager's reasonable direction and control in all matters. Lenders shall cause Artists to incorporate into all material written hereunder Packager's comments, instructions and requirements with respect thereto. Artists agree to be available for and participate in story conferences and meetings with Packager and such other parties as Packager may reasonably designate. It is understood that Artists services shall be non-exclusive but no material interference during all writing and reading periods hereunder. Artists agree to commence rendering services hereunder on such date as Packager shall reasonably designate after consultation with Artists and shall write and deliver the Work to Packager at such times as may be reasonably 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 writing and delivery of any installment of the Work until any point prior to the completion of principal photography of the Picture by giving prior written notice to Artists of such postponement; provided, however, that abovementioned postponement and rescheduling shall be in accordance with the WGA Agreement and that Packager shall pay Lenders 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. Time is of the essence of this Agreement (subject to force majeure, disability or deferral by Packager) and Lenders agreement to cause Artists 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) Lenders agreement to cause Artists to deliver the applicable portions material furnished to Artists by Packager under such conditions that Article 16 of the WGA Agreement shall not inure to the benefit of Lender or Artists and Artists shall not 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 Lenders or Artists are entitled pursuant to Article 16 of the WGA Agreement to separation of rights with respect to the Work, Packager and Lenders 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 Artists 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 Lenders and Lenders shall accept:
- (A) for theatrical or television motion picture, remake, prequel 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 Lenders under subparagraph 3(a) hereof against the payments described in subparts (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 Lenders in accordance with Paragraph 3 hereunder against any and all corresponding amounts due Lenders pursuant to Article 16 of the WGA Agreement or subparts (A), (B) and (C) above by reason of Lenders entitlement to separation of rights.

- (ii) That should it be finally determined that Artists is entitled to separation of rights, Artists shall not use, exploit, exercise or authorize the use, exploitation or exercise of, and Artists shall not 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. <u>Consideration</u>. On the condition that neither Lenders nor Artists are not in material uncured breach or default hereof, and that Lender causes Artist to perform all material services required hereunder, Packager agrees to pay to Lenders, on a pay-or-play basis, and Lenders agree to accept, in full consideration of all rights granted to Packager hereunder and all of Lenders 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):
- (a) Basic compensation in the amount of Ninety Thousand Dollars (\$90,000) payable as follows:
- (i) Nine Thousand Dollars (\$9,000) payable promptly following the commencement of Artists services at Packager's request with respect to the Story and Packager's receipt of an invoice therefor;
- (ii) Eighteen Thousand Dollars (\$18,000) payable promptly following the delivery to Packager of the Story and Packager's receipt of an invoice therefor;
- (i) Thirty Six Thousand Dollars (\$36,000) payable promptly following the delivery to Packager of the First Draft Teleplay and Packager's receipt of an invoice therefor;
- (iv) Nine Thousand Dollars (\$9,000) payable promptly following the delivery to Packager of the First Set of Revisions and Packager's receipt of an invoice therefor;
- (v) Nine Thousand Dollars (\$9,000) payable promptly following the delivery to Packager of the Second Set of Revisions and Packager's receipt of an invoice therefor; and
- (vi) Nine Thousand Dollars (\$9,000) payable promptly following the delivery to Packager of the Polish and Packager's receipt of an invoice therefor.