

1 Leslie A. Cohen, Esq. (CA Bar No: 93698)
 2 leslie@lesliecohenlaw.com
 3 Jaime Williams Kerper Esq. (CA Bar No. 261148)
 4 jaime@lesliecohenlaw.com
 5 LESLIE COHEN LAW, PC
 6 1615-A Montana Avenue
 7 Santa Monica, CA 90403
 8 Telephone: (310) 394-5900
 9 Facsimile: (310) 394-9280
 10 *Pro Hac Application Approved*

11 Attorneys for Gorilla Flicks

12 **UNITED STATES BANKRUPTCY COURT**

13 **DISTRICT OF NEVADA**

14 *In re*

15 THRILL INTERMEDIATE LLC ☐

16 THRILL HOLDINGS LLC. ☐

17 SUPERJACKET PRODUCTIONS.
 18 LLC ☐

19 PURPLE SHARK, LLC. ☒

20 PERFECT FEET PRODUCTIONS,
 21 LLC ☐

22 CROWN MEDIA ENTERTAINMENT,
 23 LLC ☐

24 CONDUIT POST, LLC ☐

25 NITROCROSS IP HOLDINGS LLC ☐

26 NITRO RALLYCROSS LLC. ☐

27 AFFECTS ALL DEBTORS ☐

28 Debtors

Lead Case No.: 25-15714-MKN

Chapter 11

Jointly administered with:

Thrill Holdings LLC

Case No. 25-15715-mkn

Superjacket Productions LLC

Case No. 25-15716-mkn

Purple Shark, LLC

Case No. 25-15717-mkn

Perfect Feet Productions, LLC

Case No. 25-15718-mkn

Crown Media Entertainment, LLC

Case No. 25-15719-mkn

Conduit Post, LLC

Case No. 25-15720-mkn

Nitrocross IP Holdings LLC

Case No. 25-15721-mkn

Nitro Rallycross LLC

Case No. 25-15722-mkn

**MOTION FOR RELIEF FROM THE
 AUTOMATIC STAY UNDER 11 U.S.C.
 §362 AND TO CONFIRM THAT NO
 STAY IS IN EFFECT; DECLARATION
 OF JEFF TREMAINE; DECLARATION
 OF LESLIE COHEN**

Hearing Date: April 8, 2026

Time: 9:30 a.m.

Dial In Number: (833) 435-1820

Meeting ID: 161 062 2560

Access Code: 029066#

1 TO THE HONORABLE MIKE K. NAKAGAWA, UNITED STATES BANKRUPTCY JUDGE;
2 THE OFFICE OF THE UNITED STATES TRUSTEE; AND ALL INTERESTED PARTIES:

3 Gorilla Flicks f/s/o Jeff Tremaine ("**Gorilla Flicks**") hereby submits this motion for
4 relief from the automatic stay so that Gorilla Flicks can receive the payments due under its
5 Executive Producer Agreement with Purple Shark, LLC ("**Debtor**" or "**Purple Shark**") and
6 to confirm that no automatic stay is in effect as to MTV's guaranty of, and its affiliate New
7 Remote Productions' right to make, the payments due to Gorilla Flicks under the
8 Executive Producer Agreement. This motion is made and based upon the pleadings on
9 file, as well as any oral argument, along with the Memorandum of Points and Authorities
10 attached hereto.

11 I. INTRODUCTION

12 Pursuant to the Executive Producer Agreement between the Debtor and Gorilla
13 Flicks, Gorilla Flicks is owed certain fixed and contingent compensation from the Debtor in
14 return for executive producer services related to the television project known as
15 "Ridiculousness." The Executive Producer Agreement is scheduled as an executory
16 contract in the Debtor's bankruptcy case. The compensation due Gorilla Flicks under the
17 Executive Producer Agreement is guaranteed by MTV Networks ("**MTV**").

18 The Debtor is also party to a separate production services agreement ("**PSA**") with
19 the MTV entity known as New Remote Productions Inc. ("**New Remote**"), wherein New
20 Remote owes the Debtor certain ongoing payments related to the Ridiculousness project.
21 Under the PSA, New Remote can elect to make payments owed to Gorilla Flicks under
22 the Executive Producer Agreement directly to Gorilla Flicks, and MTV/New Remote has
23 done so in the past. However, Gorilla Flicks is informed and believes that the Debtor has
24 instructed New Remote to stop paying Gorilla Flicks its contractually obligated payments
25 directly, and has demanded that New Remote/MTV pay all funds to the Debtor, despite a
26 substantial portion of those funds belonging to the Gorilla Flicks.

27 Gorilla Flicks is further informed that, despite the Debtor's demands, New
28 Remote/MTV has not been making the post-petition payments owed to the Debtor under

1 its agreement with New Remote. And, while Gorilla Flicks is informed by the Debtor's
2 CRO that the Debtor is considering including some payments to Gorilla Flicks as part of its
3 cash collateral negotiations with its secured lenders, the Debtor has been unwilling to
4 disclose its exact intentions regarding the funds owed to Gorilla Flicks under the Executive
5 Producer Agreement, and MTV/New Remove has likewise not confirmed its intent to
6 resume payments to Gorilla Flicks. Moreover, despite the Debtor's stated intention to
7 continue performance under the Executive Producer Agreement and the production
8 services agreement, Debtor has refused to confirm whether it intends to continue
9 payments to Gorilla Flicks under its cash collateral deal or otherwise.

10 Accordingly, Gorilla Flicks seeks a Court order lifting the stay so that either New
11 Remote/MTV can resume making the payments directly to Gorilla Flicks or ordering the
12 Debtor to make payments from the funds it receives from New Remote/MTV, and
13 confirming that there is no automatic stay keeping MTV from making payments to Gorilla
14 Flicks under its guaranty of the Executive Producer Agreement.

15 II. BACKGROUND

16 The Debtor and Gorilla Flicks, through their predecessors in interest, entered into
17 an Executive Producer Agreement ("**Executive Producer Agreement**"), dated as of
18 August 11, 2009. See attached Declaration of Jeff Tremaine ("**Tremaine Decl.**"), and
19 agreement attached thereto as **Exhibit A**.

20 MTV guaranteed all the fixed and contingent compensation due to Gorilla Flicks
21 under the Executive Producer Agreement and agreed to make contingent compensation
22 payments directly to Gorilla Flicks. See Exhibit A. MTV's guaranty includes a waiver of
23 requirement that Gorilla Flicks proceed against the Debtor before seeking payment under
24 the guaranty. See Exhibit A.

25 There have been seven amendments to the Executive Producer Agreement, none
26 of which altered the guaranty obligations of MTV. See amendments attached as **Exhibit**
27 **B**.

1 Gorilla Flicks' right to payments under the Executive Producer Agreement
 2 continues despite the fact that Ridiculousness is no longer in production, due to the "pay
 3 or play" provisions of the contract. See Exhibits A, B.

4 Gorilla Flicks is informed and believes that the Debtor is also a party to a
 5 Production Services Agreement dated September 23, 2015 (as amended) ("**PSA**") with
 6 New Remote, under which the Debtor is due ongoing payments and remittances. See
 7 attached Declaration of Leslie Cohen ("**Cohen Decl.**") and letters from Debtor's counsel
 8 dated October 31, 2025 as **Exhibit C**¹. Based on the copy of the PSA provided to Gorilla
 9 Flicks by New Remote, pursuant to section 7(a) of the PSA, New Remote may elect to
 10 make non-contingent cash payment obligations to Gorilla Flicks directly in the case of an
 11 assignment of the Executive Producer Agreement. See Cohen Decl. and PSA attached
 12 as **Exhibit I**². With respect to contingent compensation, section 7(a) provides that New
 13 Remote will remain responsible for any contingent compensation payments that become
 14 due under third party agreements, such as the Executive Producer Agreement. Further,
 15 pursuant to the standard terms and conditions annexed to the Executive Producer
 16 Agreement, New Remote remains secondarily liable in the case of certain assignments of
 17 the Executive Producer Agreement.

18 Throughout the history of the Executive Producer Agreement and the PSA, the
 19 Debtor served as merely a pass through for the funds flowing from New Remote to Gorilla
 20 Flicks, and Gorilla Flicks received timely monthly payments. See Tremaine Decl.

21 The Debtor commenced its bankruptcy case on September 29, 2025 ("**Petition**
 22 **Date**"). See Docket No. 1 in jointly administered case no. 25-15717.

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 27 ¹ Per Exhibit C, the Debtor refers to New Remote as "MTV" and, as such, this Motion
 references "New Remote/MTV" as the counterparty to the Debtor under the PSA.

28 ² Per the Cohen Decl., New Remote has requested that the PSA be kept confidential.
 Accordingly, the copy of the first several pages of the PSA attached as Exhibit I is entirely
 redacted except for the relevant Section 7(a).

1 The Debtor scheduled both the Executive Producer Agreement and the PSA as
2 executory contracts. See Debtor's Bankruptcy Schedules, case no. 25-15717-mkn, at
3 Docket 52.

4 Post-petition, New Remote/MTV made certain payments due to Gorilla Flicks under
5 the Executive Producer Agreement directly to Gorilla Flicks. See Tremaine Decl.
6 However, pursuant to the October 31, 2025 letter attached as Exhibit C, the Debtor
7 threatened MTV/New Remote that it would violate the automatic stay if New Remote/MTV
8 failed to turn over all funds due to the Debtor under the PSA, or paid anything to third
9 parties thereunder. See Exhibit C.

10 Gorilla Flicks is informed by New Remote/MTV's counsel that it has not made any
11 payments to the Debtor due under the PSA since late November. See Cohen Decl. and
12 correspondence attached as **Exhibit D**.

13 Gorilla Flicks is currently owed a total of \$16,638,158 under the Executive Producer
14 Agreement, as follows:

- 15 1) For Ridiculousness Cycles 51-54 – Per the payment schedule attached as
16 **Exhibit E**, Purple Shark failed to make payments 4 and 5 of Cycle 51-54,
17 leaving a total due of \$1,890,000. The payment schedule attached as Exhibit D
18 for Cycle 51-54 was provided to Gorilla Flicks by Purple Shark. See Tremaine
19 Decl.
- 20 2) For Ridiculousness Cycles 55-70 – Per the payment schedule attached as
21 **Exhibit F**, the first 4 payments for Cycle 55-58 were made by New
22 Remote/MTV, leaving payments due for Cycles 55-70,
23 totaling \$14,748,158. The payment schedule attached as Exhibit E for Cycles
24 55-70 was provided by MTV. See Tremaine Decl.

25 Between January 30 – February 4, 2026, counsel for Gorilla Flicks reached out to
26 Debtor's counsel and, with Debtor's counsel's permission and at their instruction, the
27 Debtor's CRO Jeremy Rosenthal ("**Rosenthal**") to determine whether the Debtor was
28 intending to make the contractual payments due to Gorilla Flicks under the Executive

1 Producer Agreement once the Debtor obtained approval to use cash collateral. See
2 Cohen Decl. and correspondence attached as **Exhibit G**.

3 Gorilla Flicks' counsel was finally able to reach Rosenthal by phone on February 4,
4 2026, and Rosenthal confirmed that that payment(s) to Gorilla Flicks are included in the
5 redacted list of payees at Docket No. 223, paragraph 6. However, Rosenthal would not
6 provide any further information on the Debtor's intention to pay Gorilla Flicks as part of the
7 proposed cash collateral budget that is still being negotiated with the Debtor's secured
8 lenders, and was unwilling to confirm that the Debtor intends to arrange for payments to
9 Gorilla Flicks under the cash collateral deal being negotiated. See Exhibit G. To date, no
10 cash collateral agreement has been filed in the Bankruptcy Case. See docket generally.

11 Accordingly, there are ongoing payments due to Gorilla Flicks under the Executive
12 Producer Agreement which neither the Debtor nor New Remote/MTV are entitled to
13 withhold, as MTV has separately guaranteed all payments due under the Executive
14 Producer Agreement. New Remote/MTV is not making payments due to the Debtor under
15 the PSA, the Debtor has not taken any substantive action to enforce its rights to payment
16 under the PSA, the Debtor is unwilling to confirm, or even provide any detail, on whether it
17 intends to pay Gorilla Flicks from cash collateral assuming its approved, and yet the
18 Debtor has also threatened New Remote/MTV with a violation of the stay which caused
19 New Remote/MTV to stop making payments directly to Gorilla Flicks. Accordingly, Gorilla
20 Flicks now seeks relief from this Court to address these issues.

21 III. RELIEF REQUESTED

22 Gorilla Flicks requests that this Court enter an order 1) lifting the stay so that New
23 Remote/MTV can resume making the payments directly to Gorilla Flicks; or, alternatively
24 2) ordering the Debtor to make payments from the funds it receives from MTV/New
25 Remote if and when the Debtor's use of cash collateral is approved, and 3) confirming that
26 there is no automatic stay keeping MTV from making payments to Gorilla Flicks, whether
27 under their guaranty of the Executive Producer Agreement or otherwise.

IV. ARGUMENT

a. Relief From Stay Should Be Granted

To the extent that the automatic stay applies to the payments owed to Gorilla Flicks under the Executive Producer Agreement, the Court should grant relief from the automatic stay pursuant to section 362(d)(1) of the Bankruptcy Code because “cause” exists. Section 362(d)(1) directs the court to grant relief from the automatic stay upon a showing of “cause.” 11 U.S.C. § 362(d)(1). “What constitutes ‘cause’ for granting relief from the automatic stay is decided on a case-by-case basis.” Kronemyer v. Am. Contrs. Indem. Co. (In re Kronemyer), 405 B.R. 915, 921 (B.A.P. 9th Cir. 2009); see also Christensen v. Tucson Estates, Inc. (In re Tucson Estates, Inc.), 912 F.2d 1162, 1166 (9th Cir. 1990); Piombo Corp. v. Castlerock Props. (In re Castlerock Props.), 781 F.2d 159, 163 (9th Cir. 1986). Additionally, 11 U.S.C. 362(d)(2) directs the court to grant relief from stay when the debtor does not have any equity in the property at issue and such property is not necessary to an effective reorganization.

Here, there are several reasons why the stay should be lifted. First, lifting the stay to permit New Remote/MTV to make payments directly to Gorilla Flicks is appropriate and will not interfere with the bankruptcy estate since 1) the Debtor has historically served merely as a pass through for the funds due to Gorilla Flicks under the Executive Producer Agreement and 2) Section 7 of the PSA permits New Remote to make the payments directly to Gorilla Flicks. This is confirmed both by the prior pass-through procedure and by the fact that, at times, New Remote/MTV has made payments directly to Gorilla Flicks rather than flowing funds through the Debtor. Accordingly, the history of the parties’ course of dealing under the Executive Producer Agreement and PSA supports a finding that the Debtor does not hold any legal or equitable interest in the amounts due to Gorilla Flicks under the Executive Producer Agreement, and such funds are not property of the estate under 11 U.S.C. § 541(a).

Second, and alternatively, it is appropriate for the Court to required that the Debtor make the required payments under to Executive Producer Agreement to Gorilla Flicks.

1 Per Exhibits E and F, the Debtor is substantially delinquent on the payments due to Gorilla
2 Flicks. And, while there use of cash collateral is still being litigated, the Debtor has been
3 unwilling to confirm what it intends to do regarding the post-petition payments due under
4 the Executive Producer Agreement. Accordingly, if for any reason the Court is unwilling to
5 permit New Remote/MTV to make the payments directly to Gorilla Flicks, it is appropriate
6 for the Court to order the Debtor to make the required payments once it has use of cash
7 collateral.

8 Third, Gorilla Flicks will be greatly prejudiced if the stay is not lifted. There is no
9 justification for the Debtor having threatened New Remote/MTV with violation of the stay -
10 which caused New Remote/MTV to stop making the payments to Gorilla Flicks directly -
11 since the Debtor has taken no other steps to obtain turnover of the funds owed from
12 MTV/New Remote since November and because the Debtor has only ever served as a
13 pass through for the funds which ultimately must be paid to Gorilla Flicks, in any event.
14 Further, the Debtor's unwillingness to reveal its intentions to make the payments under
15 the Executive Producer Agreement whether as part of its cash collateral negotiations or
16 otherwise, further prejudices Gorilla Flicks and creates a risk that, once the Debtor
17 receives the funds from New Remote/MTV, it may impermissibly convert Gorilla Flicks'
18 funds for its own use.

19 Fourth, the Debtor cannot assert that it has any equity in the payments due to
20 Gorilla Ficks, or that the payments are necessary to its reorganization, since the payments
21 merely flow through the Debtor, the show "Ridiculousness" that the Debtor previously
22 produced is no longer being produced, eliminating any likelihood of reorganization, and
23 MTV has separate guaranty liability for the payments in any event.

24 Ultimately, to the extent that the automatic stay is implicated here, there is every
25 justification for lifting the stay, and "cause" is established under § 362(d)(1) and (d)(2).

26 **b. The Automatic Stay Does Not Apply To The Payments Due To Gorilla**
27 **Flicks Under MTV's Guaranty**
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1 It is a fundamental principle of the Bankruptcy Code that upon the commencement
2 of a bankruptcy case, all of a debtor's property becomes property of its bankruptcy estate.
3 See 11 U.S.C. § 541(a). In re Pettit Oil Co., 2016 WL 4132473, at *1 (Bankr. W.D. Wash.
4 July 29, 2016) ("Property of the estate is defined as 'all legal or equitable interests of the
5 debtor in property as of the commencement of the case.'") The existence and nature of a
6 debtor's interest in property is determined by applicable non-bankruptcy law. See Butner
7 v. United States, 440 U.S. 48, 55 (1979). The natural corollary is that only property of the
8 debtor's estate is subject to the protections of the automatic stay. 11 U.S.C. § 362(a);
9 See In re Franco, 574 B.R. 730, 735–36 (Bankr. D.N.M. 2017) ("The automatic stay
10 applies to estate property, and does not apply to non-estate property."). Therefore, the
11 protections of the Bankruptcy Code—especially the imposition of the automatic stay—
12 apply only to a debtor and only to property of the bankruptcy estate.

13 Here, New Remote/MTV has ceased making any payments to Gorilla Flicks due to
14 the Debtor's October 2025 letter. However, MTV has guaranteed all amounts due under
15 the Executive Producer Agreement, and the Debtor does not and cannot hold any legal or
16 equitable interest in the amounts due to Gorilla Flicks under MTV's guaranty. MTV has
17 every right and obligation to make payments to Gorilla Flicks. Accordingly, the payments
18 owed to Gorilla Flicks under MTV's guaranty are not and cannot be property of the estate
19 and are not subject to the automatic stay. However, the Debtor's threats to MTV are now
20 preventing MTV from honoring its obligations to pay funds to Gorilla Flicks.

21 **c. COMPLIANCE WITH LOCAL RULE 4001**

22 Per Local Rule 4001, Gorilla Flicks' counsel attempted to enter into good faith
23 negotiations with Debtor's counsel. See Cohen Decl. and **Exhibit H**. Although the Firm
24 was ultimately able to speak with Debtor's counsel, they were unable to reach agreement
25 on the relief requested in this Motion, and counsel did not return the completed Form NVB
26 4001 required by this Court's Local Rules.

V. CONCLUSION

Gorilla Flicks respectfully request an order granting this Motion and 1) confirming that the automatic stay does not apply to the payments due to Gorilla Flicks under the Executive Producer Agreement, such that MTV/New Remote are authorized to pay Gorilla Flicks directly, or, in the alternative, granting relief from the automatic stay to allow the payments owed to Gorilla Flicks under the Executive Producer Agreement to be paid directly to Gorilla Flicks by New Remote/MTV; 2) waiving the 14-day stay prescribed by FRBP 4001; 3) ordering that any order be binding and effective in the Bankruptcy Case; and 4) for such other relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED,

Dated: March 4, 2026

LESLIE COHEN LAW, PC

By /s/ Leslie A. Cohen
LESLIE A. COHEN
Attorneys for Gorilla Flicks

DECLARATION OF JEFF TREMAINE

I, Jeff Tremaine, hereby declare as follows:

1. I am over 18 years of age. I am the owner of Gorilla Flicks ("**Gorilla Flicks**"). Unless otherwise stated, I have personal knowledge or information of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. All capitalized works in this declaration shall have the same meaning as defined in the foregoing Motion.

3. A true and correct copy of the Executive Producer Agreement is attached as **Exhibit A**.

4. True and correct copies of the seven amendments to the Executive Producer Agreement are attached as **Exhibit B**.

5. Throughout the history of the Executive Producer Agreement and the PSA, the Debtor served as merely a pass through for the funds flowing from New Remote/MTV to Gorilla Flicks.

6. Post-petition, New Remote/MTV made certain payments due to Gorilla Flicks under the Executive Producer Agreement directly to Gorilla Flicks.

7. I am informed and believe that MTV has ceased production of the show related to the Executive Producer Agreement, "Ridiculousness", and that payments are now due under the "pay of play" clause of the agreement.

8. Gorilla Flicks is currently owed a total of \$16,638,158 under the Executive Producer Agreement, as follows:

- a. For Ridiculousness Cycles 51-54 – Per the payment schedule attached as **Exhibit E**, Purple Shark failed to make payments 4 and 5 of Cycle 51-54, leaving a total due of \$1,890,000. The payment schedule attached as Exhibit D for Cycle 51-54 was provided to Gorilla Flicks by Purple Shark.
- b. For Ridiculousness Cycles 55-70 – Per the payment schedule attached as **Exhibit F**, the first 4 payments for Cycle 55-58 were made by New

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Remote/MTV, leaving payments due for Cycles 55-70,
totaling \$14,748,158. The payment schedule attached as Exhibit E for
Cycles 55-70 was provided by MTV. See Tremaine Decl.

I declare under penalty of perjury under the laws of the United States of America
that the foregoing is true and correct.

Executed on this 4th day of March 2026 at Los Angeles, California.

/s/ Jeff Tremaine
Jeff Tremaine

DECLARATION OF LESLIE A. COHEN

I, Leslie A. Cohen, declare as follows:

1. I am a member, in good standing, of the Bar of the State of California, and I am admitted to practice before, among other courts, the United States District Court for the Central District of California. I have been admitted pro hac vice to appear before this Court in the above-captioned bankruptcy case. I am the president and sole shareholder of Leslie Cohen Law, PC (the "**Firm**"), attorneys for Gorilla Flicks in this chapter 11 case. I have personal knowledge of the matters set forth below and, if called to testify, I would and could competently testify thereto.

2. All capitalized works in this declaration shall have the same meaning as defined in the foregoing Motion.

3. Attached hereto as **Exhibit C** is a true and correct copy of correspondence dated October 31, 2025 from Debtor's counsel to MTV which I received by email from Gorilla Flicks' entertainment attorney Warren Dern. I am informed and believe that Mr. Dern received this letter from Allison Brightman, Executive Vice President of CBS Entertainment, parent company for the MTV entities at issue.

4. Attached as **Exhibit D** is a true and correct copy of correspondence I received from Yehudah Buchweitz, counsel for MTV.

5. Between January 30 – February 4, 2026, the Firm reached out to Debtor's counsel and, with Debtor's counsel's permission and at their instruction, the Debtor's CRO Jeremy Rosenthal ("**Rosenthal**") to determine whether the Debtor was intending to make the contractual payments due to Gorilla Flicks under the Executive Producer Agreement once the Debtor obtained approval to use cash collateral. A true and correct copy of the Firm's correspondence with Debtor's counsel and Rosenthal is attached as **Exhibit G**.

6. I spoke with Rosenthal by phone on February 4, 2026, and Rosenthal confirmed that that payment(s) to Gorilla Flicks are included in the redacted list of payees at Docket No. 223, paragraph 6. See also Exhibit G. However, Mr. Rosenthal would not

1 confirm that the Debtor is intending or attempting to either include these payments to
2 Gorilla Flicks in its cash collateral negotiations with its lender. See Exhibit G.

3 7. Attached hereto as **Exhibit H** are copies of correspondence between my
4 firm Debtor's counsel Greg Garman. These copies are redacted as to the substance of
5 our discussions and negotiations. The unredacted sections show our multiple attempts to
6 reach Mr. Garman to meet and confer regarding the request for relief from stay and for
7 him to return the Rule 4001 form. Although I was ultimately able to speak with Mr.
8 Garman, we were unable to reach agreement on the relief requested in the foregoing
9 Motion, and counsel did not return the completed Form. To date we have not received the
10 form from Debtor's counsel.

11 8. Attached as **Exhibit I** is a true and correct copy of the first several pages of
12 the PSA which was provided to the Firm by email by counsel for New Remote/MTV.
13 MTV's counsel requested that the PSA be kept confidential. Accordingly, everything in the
14 PSA has been redacted other than the relevant Section 7(a) .

15 I declare under penalty of perjury under the laws of the United States of America
16 that the foregoing is true and correct.

17 Executed on this 4th day of March 2026 at Santa Monica, CA.

18 /s/ Leslie A. Cohen
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EXHIBIT A

EXECUTIVE PRODUCER AGREEMENT

This agreement ("Agreement") is made and entered into as of August 11, 2009, by and between New Remote Productions Inc. ("Company"), on the one hand, and Dickhouse Entertainment Inc. (d/b/a Dickhouse Productions) ("Lender"), for the services of Jeff Tremaine ("Artist"), on the other hand. Pursuant to this Agreement Artist will provide services, and Lender will supply the services of Artist, in connection with the possible production of a proposed television presentation ("Presentation") and/or pilot ("Pilot"), and the possible production of a proposed television series ("Series") currently referred to as "Ridiculousness" and based on an original concept ("Concept") created by Lender and/or Artist and each of (a) Dyrdek Enterprises, Inc. ("DE") and/or Rob Dyrdek ("Dyrdek"), and (b) Old Hanker Productions, Inc. ("OHP", and collectively with Lender and DE the "EP Loanout Team") and/or Shane Nickerson ("Nickerson") (the Concept, proposed Presentation, proposed Pilot and possible production of the Series sometimes are referred to herein as the "Project"). In consideration of the promises and covenants set forth in this Agreement, the parties agree as follows:

DEAL TERMS

1. **CONDITIONS PRECEDENT:** Company's rights and obligations under this Agreement are expressly conditioned upon, and subject to, the following conditions precedent (collectively, the "Conditions Precedent"): (a) Company's receipt of fully-executed originals of this Agreement (including all exhibits hereto) in the form submitted to Lender and Artist by Company as the form for execution; (b) Lender's and Artist's compliance with all governmental requirements including, but not limited to, completing, signing and delivering to Company all required tax and immigration forms (if and as applicable) (receipt of which is hereby acknowledged); (c) Company's receipt of any and all documentation required by Company or Company's payroll company, including, without limitation, a copy of the Articles of Incorporation of Lender (receipt of which is hereby acknowledged); (d) Company's approval of the chain-of-title for the Concept (approval of which is hereby acknowledged, it being agreed that approval of the chain-of-title by Company or acceptance by Company of any deficiencies therein shall not in any way affect Lender's and/or Artist's warranties and indemnities hereunder, all of which shall remain in full force and effect); and (f) Company's receipt of fully-executed originals of the agreement (including all exhibits thereto) between Company, on the one hand, and DE, for the services of Dyrdek, on the other hand, in connection with the Project, in the form submitted to DE by Company as the form for execution ("Dyrdek Agreement"); and (g) Company's receipt of fully-executed originals of the agreement (including all exhibits thereto) between Company, on the one hand, and OHP, for the services of Nickerson, on the other hand, in connection with the Project, in the form submitted to OHP by Company as the form for execution ("Nickerson Agreement").
2. **PRESENTATION/PILOT SERVICES.**
 - a. **Engagement.** Upon satisfaction of the Conditions Precedent set forth in Paragraph 1 above, Company hereby engages Lender to furnish the services of Artist, on a pay-or-play basis (subject to Company's rights in the event of default, disability and/or force majeure as set forth in the Standard Terms and Conditions attached hereto as Exhibit "A" and incorporated by this reference ("Standard Terms"))], to render executive producing services in connection with either a Presentation or Pilot, but not both (it being determined in Company's sole discretion whether such services will be in connection with a Presentation or a Pilot, and such production ordered being referred to herein as the "Development Production").

b. Fees. Subject to Company not terminating this Agreement with respect to Lender or Artist in accordance with the Standard Terms, including as a result of Lender's or Artist's material breach or default of any representation, warranty or obligation contained in this Agreement (such a termination a "Termination for Cause"), and provided that Artist renders and completes all material services required by Company in connection with the Development Production, Company shall pay to Lender an aggregate, all-inclusive "Development Production Fee" equal to either (a) Twenty-Two Thousand Five Hundred Dollars (\$22,500) if Lender is engaged pursuant to Paragraph 2.a above to provide Artist's executive producing services in connection with a Presentation, (b) Thirty-Seven Thousand Five Hundred Dollars (\$37,500) if Lender is engaged pursuant to Paragraph 2.a above to provide executive producing services in connection with a half-hour Pilot, or (c) Fifty-Six Thousand Two-Hundred Fifty Dollars (\$56,250) if Lender is engaged pursuant to Paragraph 2.a above to provide Artist's executive producing services in connection with an hour Pilot. The Development Production Fee shall be payable as follows: (a) fifty percent (50%) upon the later of satisfaction of the Conditions Precedent or commencement of Artist's services in connection with the Development Production (at Company's request); and (b) fifty percent (50%) upon the later of satisfaction of the Conditions Precedent or completion of Artist's required services for the Development Production. The Development Production Fee is paid in full consideration of the services performed and materials furnished by Lender and Artist in connection therewith and all rights granted by Lender and Artist under this Agreement in connection with the Development Production.

c. Delivery. The delivery schedule for all elements of the Development Production shall be as reasonably designated by Company following meaningful consultation with Artist, provided that Artist is available when and where reasonably required by Company in connection with the Artist's consultation rights, and, for the avoidance of doubt, in the event of a disagreement Company's decision shall be final in each instance (but shall not be made arbitrarily or in bad faith).

3. SERIES SERVICES:

a. Initial Cycle. Company shall have an exclusive, irrevocable option ("Initial Option"), exercisable no later than the date ("Initial Option Expiration Date") that is four (4) months after the later of (a) Lender's final delivery of the final version of the Development Production, and (b) satisfaction of the Conditions Precedent, to engage Lender to furnish the services of Artist (on a pay-or-play basis [subject to Company's rights in the event of default, disability and/or force majeure as set forth in the Standard Terms]) to render executive producing services in connection with all episodes produced for the initial production cycle of Series episodes ("Initial Cycle") (with, for the avoidance of doubt, the number of episodes comprising the Initial Cycle being subject to the terms and conditions of Paragraph 3.f below). If the Initial Option is exercised, Artist rendered and completed all material services required by Company on the Development Production, and subject to no Termination for Cause, Lender shall be locked on a pay-or-play basis (subject to Company's rights in the event of default, disability and/or force majeure as set forth in the Standard Terms) to furnish Artist's executive producer services in connection with all episodes produced for the Initial Cycle (i.e., the Initial Cycle Option shall be deemed automatically exercised). For the avoidance of doubt, subject to the restrictions set forth in Paragraph 3.f below, Company may order production of additional episodes for the Initial Cycle beyond Company's initial order of episodes for the Initial Cycle; provided that Company must give written notice of such additional episode order prior to the completion of production of the original order so-extended, and, to the extent contemplated by the immediately preceding sentence, Lender shall be locked on a pay-or-play basis (subject to

Company's rights in the event of default, disability and/or force majeure as set forth in the Standard Terms) to furnish Artist's executive producer services in connection with all episodes produced for such extended order as a portion of the Initial Cycle so-extended.

b. Subsequent Series Cycles. If the Initial Cycle is produced, Company also shall have four (4) additional, exclusive and irrevocable but dependent options (each, a "Cycle Option") to engage Lender (subject to the terms of Paragraph 3.c below) to furnish the executive producing services of Artist in connection with all episodes produced for additional production cycles of the Series (each, along with the Initial Cycle, referred to herein as a "Cycle" or specifically as the "Second Cycle," "Third Cycle," "Fourth Cycle," and "Fifth Cycle"). Each Cycle Option must be exercised, if at all, on or before the next "Pick-Up Date," as defined below. The "Pick-Up Date" for exercising each Cycle Option shall be the date that is the earlier of (a) four (4) months after initial exhibition of the final episode of the Series produced for the immediately preceding Cycle, and (b) six (6) months after final delivery to Company of the final version of the final episode of the Series produced for the immediately preceding Cycle. For the avoidance of doubt, subject to the restrictions set forth in Paragraph 3.f below, Company may order production of additional episodes for any particular Cycle beyond Company's initial order of episodes for such Cycle; provided that Company must give written notice of such additional episode order for such Cycle prior to the completion of production of the original order for such Cycle so-extended, and, to the extent contemplated by Paragraph 3.c below, Lender shall be locked on a pay-or-play basis (subject to Company's rights in the event of default, disability and/or force majeure as set forth in the Standard Terms) to furnish Artist's executive producer services in connection with all episodes produced for such extended order as a portion of such Cycle so-extended.

c. Series Lock. Provided Lender and Artist render and complete all required material executive producing services in connection with the immediately preceding Cycle (as applicable), and subject to no Termination for Cause, Lender shall be locked, on a pay-or-play basis (subject to Company's rights in the event of default, disability and/or force majeure as set forth in the Standard Terms), to provide the executive producing services of Artist on all episodes of the Series (beginning with the Second Cycle) produced for the life of the Series (i.e., the Cycle Option for each such Cycle so produced shall be deemed automatically exercised). For the avoidance of doubt and notwithstanding anything to the contrary contained hereinabove, if Company fails to exercise its Cycle Option to engage Lender to furnish Artist's executive producing services in connection with any Cycle prior to the applicable Pick-Up Date (or has no Cycle Option for such Cycle) but later decides to produce additional Cycle(s) of the Series, Lender nevertheless shall remain locked on a pay-or-play basis (subject to Company's rights in the event of default, disability and/or force majeure as set forth in the Standard Terms) to furnish Artist's executive producing services hereunder in connection with all episodes of the Series produced for the life of the Series, provided that Lender and Artist are available to render their services in accordance with (and subject to the terms of) this Agreement.

d. Episodic Compensation. Subject to no Termination for Cause, for each episode of the Series for which Lender is engaged to provide the executive producing services of Artist hereunder (whether as contemplated by Paragraph 3.c above or otherwise), Company will pay to Lender the following aggregate, all-inclusive per episode fees ("Episodic Fee") for the indicated services of Artist, as applicable:

i. Initial Cycle. In connection with the Initial Cycle, an Episodic Fee of Thirty-Seven Thousand Five Hundred Dollars (\$37,500) per half-hour episode (if the Series is produced on a "once-per-week" basis) or per week of half-hour episodes (if the Series is produced on a "strip" [multiple episodes-per-week] basis), or Fifty-Six Thousand Two-Hundred Fifty Dollars (\$56,250) per hour episode (if the Series is produced on a "once-per-week" basis) or per week of hour episodes (if the Series is produced on a "strip" [multiple episodes-per-week] basis).

ii. Subsequent Cycle(s). In connection with all other Cycles (i.e. each Cycle beginning with the Second Cycle), a per episode (if the Series is produced on a "once-per-week" basis) or per week of episodes (if the Series is produced on a "strip" [multiple episodes-per-week] basis) Episodic Fee equal to one hundred five percent (105%) of the applicable per episode (if the immediately preceding Cycle of the Series was produced on a "once-per-week" basis) or per week of episodes (if the immediately preceding Cycle was produced on a "strip" [multiple episodes-per-week] basis) Episodic Fee payable to Lender in the immediately preceding Cycle; provided, however, and for the avoidance of doubt, to the extent any such other Cycle is produced with regular series episodes of a different length than those of regular series episodes from the immediately prior Cycle, then the Episodic Fee for such Cycle shall be based on what the applicable per episode/per week of episodes Episodic Fee would have been if such immediately prior Cycle episodes were the same length as the episodes of such other Cycle (e.g., if Initial Cycle episodes generally are produced as half-hour episodes on a "once per week" basis, but Second Cycle episodes are generally produced as hour long episodes on a "once per week" basis, then the Second Cycle Episodic Fee shall be \$59,062.50, and not \$39,375).

The above contemplated fees are in full consideration of all services performed, materials furnished, and rights granted under this Agreement by Lender and Artist in connection with the Series. Company shall pay the projected aggregate of Lender's applicable fees for any particular Cycle on a no less than bi-weekly basis over the course of production of the applicable Cycle in accordance with Company's standard accounting practices. No additional payments shall be required in respect of services rendered at night, on weekends, on holidays, overtime or otherwise, or after the expiration of any particular number of hours in any day.

e. Services of Artist.

i. Pursuant to the terms hereof, Artist (whose services shall be provided by Lender) shall render all executive producing services as reasonably requested by Company and as customarily rendered by non-exclusive first-class executive producers of unscripted programs in the television industry. Lender will supply the services of Artist in accordance with the terms hereof and as required by Company. Unless Artist is deemed substituted as a direct party to this Agreement pursuant to the inducement letter, Lender will ensure that Artist provides his services as contemplated herein. Lender shall be solely responsible for employing Artist and for payment of any and all fees or other payments required to be made to Artist on account of Artist's services in connection with the Project (whether or not specifically provided for in this Agreement). Provided that Company makes all payments to Lender required hereunder, under no circumstance shall Artist have any claim or recourse against Company for payment of any monies due to him in connection with the Project, and Lender hereby agrees to indemnify and hold Company harmless in connection with any such claim.

ii. Artist's executive producing services hereunder may include, without limitation, executive producer services (collectively, "Additional Services") as reasonably required by Company in connection with the production of the following additional Series-related materials (collectively, the "Additional Materials"): (A) enhancement materials including, without limitation, host wraparounds, on-screen commentary, voiceover materials, mini-episodes, so-called "after shows," behind-the-scenes content, and other extended programming content; (B) promotional spots, trailers and in-store sales tapes; (C) any television special, compilation (*e.g.*, so-called "cram sessions"), reunion or "best-of" programs; alternative versions of Series episodes (*e.g.*, so-called "remix" episodes); and/or extended episode content (*e.g.*, to create so-called "super-sized" versions of episodes) in connection with the Series; (D) weblogs (which may be text, audio and/or audio-visual), websites (including social networking or user-generated or user uploaded content-based sites) and/or webpages, including so-called "verticals;" and/or (E) other similar materials, for all media whether now known or hereinafter devised, including without limitation, home video/DVD or other similar platforms, wireless, online or any other interactive platforms. For the avoidance of doubt, (1) if Artist's services are not required by Company in connection with any respective Additional Material(s), then neither Lender nor Artist will receive any additional compensation (including, without limitation, any additional episodic fees or any pro-rated portion thereof or the Additional Services Fee described below) in connection therewith, and (2) Artist shall not be deemed to have provided services in connection with any Additional Materials merely by the inclusion in such Additional Materials of materials previously created for the Project that previously utilized Artist's services (*e.g.*, the inclusion in any Additional Materials of clips from any Series episode or and/or other materials recorded in connection with the production of any Series episodes that were not included in the final version of a Series episode).

iii. In the event that Company requires Artist's Additional Services in connection with any Additional Materials during Production Periods (as defined below), but no substantial additional production is required (as determined by Company in its good faith discretion following meaningful consultation with Artist) in connection with such Additional Materials, neither Lender nor Artist shall receive additional compensation for such Additional Services. As used herein, "Production Periods" shall mean production periods for the production of regular Series episodes, including pre- and post-production periods and any extended weeks (*e.g.*, for production overruns or additional episode orders) attributable to the production of regular Series episodes.

iv. In the event Company requires Artist's Additional Services and substantial additional production is required (as determined by Company in its good faith discretion following meaningful consultation with Artist) and/or such Additional Services are required outside of Production Periods for the Series, then, subject to the penultimate sentence of this subparagraph, Lender shall be paid an aggregate, additional weekly fee (the "Additional Services Fee") calculated based on the following formula [which fee shall be pro-rated for any partial weeks during which such services are rendered]: the Episodic Fee for the applicable Series Cycle (which shall be the current Cycle if Additional Services are rendered during Production Periods, or the immediately preceding Cycle if Additional Services are rendered outside of Production Periods) shall be divided by a fraction, the numerator of which is the total number of weeks of the Production Period for the applicable Series Cycle and the denominator of which is the total number of regular Series episodes produced for such Cycle. For example, if the episodic fee is \$37,500, the total number of weeks of the Production Period is 16, and the total number of

episodes produced is 8, then the Additional Services Fee would be \$18,750 per week ($\$37,500 \div 16/8$). Notwithstanding the foregoing, in the event Company requires Artist's Additional Services in connection the production of any bona fide actual program (such as a best-of, reunion, or other new bona fide program) (e.g., not simply services in connection with an alternate version of an existing Series episodes, the production of overlays for existing episodes of the series, or for the inclusion of commentary or other special features in or around existing episodes of the Series [for inclusion in a DVD compilation of the Project or otherwise]) that is produced in a manner such that such new program could reasonably be exhibited on television with advertising sold against such program ("Bona Fide Additional Television Program"), and pursuant to this Paragraph 3.e.iv an Additional Services Fee would be due to Lender, then the amount of such Additional Services Fee to be paid to Lender shall not be computed as calculated above, but rather shall be an all-inclusive fee in connection with the production of such Bona Fide Additional Television Program equal to 2/3rds of the last episodic fee paid to Lender for Artist's services pursuant to Paragraph 2.d above. To the extent any Additional Services are required outside of Production Periods for the Series, such Additional Services shall be subject to Artist's professional availability.

f. Minimum / Maximum Orders. Provided that (i) there has been no Termination for Cause, and (ii) Lender and Artist complete all required material services hereunder in connection with the applicable Cycle (1) the minimum number of episodes guaranteed to Lender on a pay-or-play basis (subject to Company's rights in the event of default, disability and/or force majeure as set forth in the Standard Terms) in connection with any Cycle actually produced shall be six (6) episodes (if the Series is produced on a "once-per-week" basis), or sixteen (16) episodes (if the Series is produced on a "strip" [multiple episodes-per-week] basis), and (2) the maximum number of episodes that Company may order for any Cycle shall be twenty (20) episodes (if the Series is produced on a "once-per-week" basis), or sixty-five (65) episodes (if the Series is produced on a "strip" [multiple episodes-per-week] basis); provided, however, to the extent that Company produces more than sixteen (16) episodes in any Cycle that is produced on a "once-per-week" basis, or fifty-two (52) episodes in any Cycle that is produced on a "strip" (multiple episodes-per-week) basis, the Series shall remain in continuous production (other than pre-scheduled hiatuses, holiday periods and subject to Company's rights in the event of default, disability and force majeure). Subject to the minimum and maximum number of episodes per Cycle as described above in this Paragraph 3.f, and as contemplated by Paragraphs 3.a and 3.b above, nothing in this Agreement shall detract from Company's ability, in its sole discretion, to order more than the minimum number in connection with any particular Cycle, nor to increase or decrease an order from its initial number. Unless the parties agree otherwise in writing to the contrary, each individual Cycle (including, without limitation, the Initial Cycle) must be produced within a twelve (12) month period, commencing with the first day of principal photography of the initial episode produced for such Cycle.

4. APPROVALS/CONTROLS: Subject to the terms below in this Paragraph 4, Company shall have all creative, business and other controls in connection with the Project and all elements thereof. Neither Lender nor Artist shall hire or engage, or agree to hire or engage, any person or entity in connection with the Project, or grant any screen credit or enter into any agreements with third parties in connection therewith except as otherwise instructed in writing to do so by Company. Notwithstanding the foregoing, to the extent that, and only while, Lender is actually providing Artist's executive producing services as contemplated hereunder, subject to no Termination for Cause, Artist (along with the Dyrdek [subject to Dyrdek having such mutual approval right at such time pursuant to Paragraph 4 of the Dyrdek Agreement]) (for purposes of this Paragraph 4, Artist

and Dyrdek collectively shall be referred to as the "Approval Group") shall have mutual approval with Company in connection with (a) all key creative elements related to the production (to the extent that the Series is actually produced) of the Series (including without limitation, proposed production schedules, the title of the Series, and the creative "look and feel" of the Series), and (b) the identity of any above-the-line personnel (excluding individuals who are bona fide executives of Company, MTV Networks ["MTVN"], and/or any of their related companies) engaged by Company in connection with the Series and (c) the budget for each Cycle of the Series; provided, that, with respect to all such approval rights, (i) Artist is available when and where reasonably required by Company in connection with the Approval Group's exercise of its approval rights, (ii) the Approval Group shall exercise such approval rights in a reasonable manner, after a reasonable period of discussion (not to exceed five [5] business days), and in the event of a disagreement Company's decision shall be final in each instance but shall not be made arbitrarily or in bad faith, and (iii) with respect to Company's engagement of any above-the-line producers that Company shall have sole approval and control (in its sole and absolute discretion) as to the terms by which it chooses to engage such executive producer (e.g., credit accorded to such producer, fee amounts, and the like). Artist agrees that all of Artist's and the Approval Group's mutual approval and consultation rights set forth in this Agreement shall be exercised through Artist (or Artist's designee, provided Artist has given Company written notice of the identity of such designee, and Company approves of the identity of such designee, which approval shall not be unreasonably withheld), who shall be Artist's and the Approval Group's representative for purposes of this Agreement, with the full power and authority to speak on their behalf. Under no circumstances shall Company be required to consider two or more separate or conflicting positions from Artist and/or the Approval Group with respect to a particular issue, and Artist and the Approval Group shall be responsible for ensuring that its representative meets and corresponds with Company in a timely manner that allows for the orderly progress of production. The rights of mutual approval set forth above shall extend to Qualifying Productions to the extent Lender is engaged to provide Company with services in connection therewith pursuant to Paragraph 16 below.

5. CONTINGENT COMPENSATION. Due to the number of executive producers attached to the Project and the team nature of the contingent compensation accorded to the EP Loanout Team, the terms of this Paragraph 5 are agreed to on a non-precedential, non-quotable basis (as such terms are customarily understood in the entertainment industry), including, without limitation, as to the fact that third party participations are not being deducted / do not reduce Lender's contingent compensation amounts within our customary parameters when calculating AGR, MDR, HVR, DFSR, SDR, PDR, or FDR hereunder as a result of the EP Loanout Team being the entire group expected to be accorded any such participations in connection with the Project. Provided the Series is produced, and subject to no Termination for Cause, and Lender and Artist rendering and completing all required material services hereunder, Company will pay to Lender the following aggregate amount(s), if and as applicable:

- a. Series Share. An amount equal to Eight and One-Third Percent (8 1/3%) of One Hundred Percent (100%) of the "Adjusted Gross Receipts" ("AGR"), as AGR is defined and calculated pursuant to Exhibit "B" attached hereto and incorporated by this reference. For the avoidance of doubt, (i) no gross revenues from: (A) Series-related merchandising, (B) Videogram (defined below) sales, (C) Foreign Series Syndication (defined below), (D) the distribution of Series-related soundtrack albums, (E) Series Publishing; or (F) the sale, licensing or other exploitation of the Format shall be included in the calculation of AGR, but instead shall be treated separately as specifically set forth in subparagraphs 5.b - .g below, and (ii) each such category of separate

exploitation shall be computed and accounted for on a “non-crossed” basis (*i.e.*, each revenue source for each category of exploitation and its associated distribution costs and expenses shall be accounted for as a separate accounting unit, with no cross-collateralization between or among categories of exploitation or between such categories and AGR).

b. Share of Merchandising Proceeds. A separate share of revenues equal to Eight and One-Third Percent (8 1/3%) of One Hundred Percent (100%) of the “Merchandising Defined Receipts” (“MDR”). MDR shall be defined as gross Series-related merchandising revenues from all sources worldwide, if any, that are actually received by Company and/or MTVN (or any affiliate thereof solely to the extent such affiliate is designated by MTVN to enter into license agreements on MTVN’s behalf as MTVN’s merchandising licensor for the Project but expressly excluding any affiliated entity that is engaged to be the distributor or sub-distributor in connection with the merchandising of the Project [collectively with Company and MTVN, the “MTVN Merchandising Entities”]) (or unconditionally credited and made available to any MTVN Merchandising Entity), and are remaining after deduction of only the following on a continuous basis in the following order:

- i. a distribution fee to Company of twenty-five percent (25%) (inclusive of all subdistributors’ fees) of such merchandising gross receipts;
- ii. all MTVN Merchandising Entity actual, direct, verifiable out-of-pocket merchandising costs and expenses actually paid by an MTVN Merchandising Entity in connection with merchandising, including, without limitation, any distribution, manufacturing, marketing and promotional expenses (collectively, “Merchandising Expenses”) provided that Merchandising Expenses shall be capped at five percent (5%) of gross merchandising revenues (except that [actual, out-of-pocket] style guide costs, litigation and trademark administration costs and guild-related expenses shall be excluded from such cap and, for the avoidance of doubt, any Merchandising Expenses in excess of such cap, as calculated at the end of the applicable accounting period, shall carry forward and be applied as Merchandising Expenses in subsequent accounting periods)]; and
- iii. all MTVN Merchandising Entity actual, direct, out-of-pocket, verifiable third-party residuals, re-use fees and royalties actually paid in connection with such merchandising.

Nothing contained herein shall restrict or otherwise limit the deductibility of expenses incurred by any distributor, subdistributor or sales agent (if any) for purposes of calculating gross merchandising receipts under this Paragraph 5.b. MDR shall be computed and accounted for on a “non-crossed” basis, *i.e.*, gross merchandising receipts under this Paragraph shall be treated as a separate accounting unit with no cross-collateralization between or among other “Ancillary Uses” (as defined in Exhibit “B”).

c. Share of DVD/Home Video: A separate share of revenues equal to Eight and One-Third Percent (8 1/3%) of One Hundred Percent (100%) of the “DVD/Home Video Receipts” (“HVR”). HVR shall be defined as such gross Videogram sales receipts from all sources worldwide from the permanent sale and/or permanent delivery (e.g. not “streamed” or “tethered” or “conditional” downloads, by way of example only) of home video consumer goods products (*i.e.*, VHS, DVD or other similar “packaged good” successor, videogram consumer retail linear formats) (collectively, “Videogram”) of each episode contained in each Cycle of the Series (including any bundled Series episodes released on Videogram), if any that are actually received by Company and/or MTVN (or

any affiliate thereof solely to the extent such affiliate is designated by MTVN to enter into license agreements on MTVN's behalf as MTVN's Videogram licensor for the Project but expressly excluding any affiliated entity that is engaged to be the distributor or sub-distributor in connection with such Videograms [collectively with Company and MTVN, the "MTVN Videogram Entities"] (or unconditionally credited and made available to any MTVN Videogram Entity), and are remaining after deduction of only the following on a continuous basis in the following order:

- i. a distribution fee of Twenty Percent (20%) (inclusive of all subdistributors' fees) of such Videogram gross revenues;
- ii. all MTVN Videogram Entity actual, direct, verifiable, out-of-pocket costs actually paid by an MTVN Videogram Entity in connection with the production of enhancement and/or "bonus" materials prepared in connection with such Videogram ;
- iii. all MTVN Videogram Entity actual, direct, out-of-pocket, verifiable, encoding, encryption, watermarking, tracking and other costs and expenses actually paid in connection with "permanent downloading" (as referred to below);
- iv. all other MTVN Videogram Entity all actual, direct, verifiable out-of-pocket Videogram-related costs and expenses, including without limitation any distribution, manufacturing, marketing and promotional expenses actually paid in connection therewith (collectively, "Videogram Expenses"), provided that such Videogram Expenses shall be capped at an amount equal to five percent (5%) of gross videogram revenues (except that [actual, out-of-pocket] litigation and trademark administration costs and guild-related expenses shall be excluded from such cap and, for the avoidance of doubt, any Videogram Expenses in excess of such cap, as calculated at the end of the applicable accounting period, shall carry forward and be applied as Videogram Expenses in subsequent accounting periods)); and
- v. all MTVN Videogram Entity actual, direct, out-of-pocket, verifiable third party residuals, reuse fees and royalties actually paid in connection with such Videogram(s).

For the avoidance of doubt and notwithstanding anything to the contrary contained herein, the calculation of HVR shall be deemed to include any consumer paid charges actually received by (or credited and made unconditionally available to) any MTVN Videogram Entity in connection with the permanent delivery (not "streamed" or "tethered" or "conditional" downloads, by way of example only) of Series episodes directly to consumers through consumer paid, retail digital distribution services (e.g., Apple, Amazon, etc.) on a "permanent downloading" basis for a discrete per episode charge (including, without limitation, if such retail digital distribution service is pursuant to a MTVN branded and/or affiliated worldwide programming or online service). Nothing contained herein shall restrict or otherwise limit the deductibility of expenses incurred by any distributor, subdistributor or sales agent (if any) for purposes of calculating gross Videogram receipts under this Paragraph 5.c. HVR shall be computed and accounted for on a "non-crossed" basis, i.e., gross Videogram receipts under this Paragraph shall be treated as a separate accounting unit with no cross-collateralization between or among other "Ancillary Uses" (as defined in Exhibit "B").

d. Share of Foreign Series Syndication Proceeds. A separate share of the revenues equal to Eight and One-Third Percent (8 1/3%) of One Hundred Percent (100%) of the "Defined Foreign Series Syndication Receipts" ("DFSR"). DFSR shall be defined as gross receipts, however denominated,

on account of the sale, licensing, or other syndication of the Series outside the United States (collectively "Foreign Series Syndication"), but specifically excluding those gross receipts that are on account of the exhibition of the Project on MTVN-branded and/or affiliated worldwide content distribution services, blocks and feeds (including but not limited to advertising sales revenue and subscriber fees), if any, that are actually received by Company and/or MTVN (or any affiliate thereof solely to the extent such affiliate is designated by MTVN to enter into license agreements on MTVN's behalf as MTVN's Foreign Series Syndication licensor for the Project but expressly excluding any affiliated entity that is engaged to be the distributor or sub-distributor in connection with such Foreign Series Syndication [collectively with Company and MTVN, the "MTVN FS Entities"]) (or unconditionally credited and made available to any MTVN FS Entity) from the Series, and are remaining after deduction of only the following on a continuous basis in the following order:

- i. a distribution fee of Thirty-Two and One-Half Percent (32.5%) of such Foreign Series Syndication gross receipts (inclusive of any subdistributors' fees);
- ii. all Foreign Series Syndication-related costs and expenses incurred by any MTVN FS Entity, including without limitation any distribution, manufacturing, marketing and promotional expenses incurred in connection therewith; and
- iii. all MTVN FS Entity actual, direct, out-of-pocket, verifiable third party residuals, reuse fees and royalties actually paid in connection with such Foreign Series Syndication.

For the avoidance of doubt nothing contained herein shall restrict or otherwise limit the deductibility of expenses incurred by any distributor, subdistributor or sales agent (if any) for purposes of calculating gross Foreign Series Syndication receipts under this Paragraph 5.d. DFSR shall be computed and accounted for on a "non-crossed" basis, i.e., gross Foreign Series Syndication receipts under this Paragraph shall be treated as a separate accounting unit with no cross-collateralization between or among other "Ancillary Uses" (as defined in Exhibit "B").

e. Soundtrack Royalty. A separate share of the revenues equal to Eight and One-Third Percent (8 1/3%) of One Hundred Percent (100%) of the "Soundtrack Defined Receipts" ("SDR"). SDR shall be defined as gross receipts, however denominated, on account of the distribution of Series-related soundtrack albums, if any, that are actually received by Company and/or MTVN (or any affiliate thereof solely to the extent such affiliate is designated by MTVN to enter into license agreements on MTVN's behalf as MTVN's soundtrack licensor for the Project but expressly excluding any affiliated entity that is engaged to be the distributor or sub-distributor in connection with such licensing of the soundtrack [collectively with Company and MTVN, the "MTVN Soundtrack Entities"]) (or unconditionally credited and made available to any MTVN Soundtrack Entity), and are remaining after deduction of only the following on a continuous basis in the following order:

- i. a distribution fee to Company of twenty percent (20%) (inclusive of all subdistributors' fees) of such soundtrack gross receipts;
- ii. all MTVN Soundtrack Entity actual, direct, verifiable out-of-pocket soundtrack-related costs and expenses actually paid by an MTVN Merchandising Entity in connection with such soundtrack distribution, including, without limitation, any distribution, manufacturing, marketing and promotional expenses (collectively, "Soundtrack Expenses"); provided that Soundtrack Expenses shall be capped at five percent (5%) of gross soundtrack revenues

(except that [actual, out-of-pocket] litigation and trademark administration costs and guild-related expenses shall be excluded from such cap and, for the avoidance of doubt, any Soundtrack Expenses in excess of such cap, as calculated at the end of the applicable accounting period, shall carry forward and be applied as Soundtrack Expenses in subsequent accounting periods)]; and

iii. all MTVN Soundtrack Entity actual, direct, out-of-pocket, verifiable third-party residuals, re-use fees and royalties actually paid in connection with such soundtracks.

Nothing contained herein shall restrict or otherwise limit the deductibility of expenses incurred by any distributor, subdistributor or sales agent (if any) for purposes of calculating gross soundtrack receipts under this Paragraph 5.e. SDR shall be computed and accounted for on a “non-crossed” basis, i.e., gross merchandising receipts under this Paragraph shall be treated as a separate accounting unit with no cross-collateralization between or among other “Ancillary Uses” (as defined in Exhibit “B”).

f. Publishing Share. A separate share of the revenues equal to Eight and One-Third Percent (8 1/3%) of One Hundred Percent (100%) of the “Publishing Defined Receipts” (“PDR”). PDR shall be defined as gross Series Publishing (defined below) receipts, however denominated, if any, that are actually received by Company and/or MTVN (or any affiliate thereof solely to the extent such affiliate is designated by MTVN to enter into license agreements on MTVN’s behalf as MTVN’s Series Publishing licensor for the Project but expressly excluding any affiliated entity that is engaged to be the distributor or sub-distributor in connection with Series Publishing [collectively with Company and MTVN, the “MTVN Publishing Entities”]) (or unconditionally credited and made available to any MTVN Publishing Entity), and are remaining after deduction of only the following on a continuous basis in the following order:

i. a distribution fee to Company of twenty-five percent (25%) (inclusive of all subdistributors’ fees) of such Series Publishing gross receipts;

ii. all MTVN Publishing Entity actual, direct, verifiable out-of-pocket soundtrack-related costs and expenses actually paid by an MTVN Publishing Entity in connection with such Series Publishing, including, without limitation, any distribution, manufacturing, marketing and promotional expenses (collectively, “Publishing Expenses”); provided that Publishing Expenses shall be capped at five percent (5%) of gross Series Publishing revenues (except that [actual, out-of-pocket] litigation and trademark administration costs and guild-related expenses shall be excluded from such cap and, for the avoidance of doubt, any Publishing Expenses in excess of such cap, as calculated at the end of the applicable accounting period, shall carry forward and be applied as Publishing Expenses in subsequent accounting periods)]; and

iii. all MTVN Publishing Entity actual, direct, out-of-pocket, verifiable third-party residuals, re-use fees and royalties actually paid in connection with Series Publishing.

For purposes of this Agreement, “Series Publishing” shall mean traditional print publications and digitally distributed versions of traditional print publications (e.g., e-books) that are based upon or relate to (i) the Series, and/or (ii) the characters, plots, storylines, scenarios, themes, dialogue, ideas, concepts, illustrations, drawings, titles or other components or elements of the Series (e.g., books,

novels, graphic novels, synopses, novelizations, serializations, dramatizations and abridged or revised versions). Nothing contained herein shall restrict or otherwise limit the deductibility of expenses incurred by any distributor, subdistributor or sales agent (if any) for purposes of calculating gross Series Publishing receipts under this Paragraph 5.f. PDR shall be computed and accounted for on a “non-crossed” basis, i.e., gross merchandising receipts under this Paragraph shall be treated as a separate accounting unit with no cross-collateralization between or among other “Ancillary Uses” (as defined in Exhibit “B”).

g. Format Share: A separate share of the revenues equal to Eight and One-Third Percent (8 1/3%) of One Hundred Percent (100%) of the “Format Defined Receipts” (“FDR”). FDR shall be defined as (A) gross receipts, however denominated, on account of the Format sales, Format licensing, or other exploitation of the Format (as defined below), but specifically excluding those receipts on account of any exploitation of the Format on an MTVN-branded and/or affiliated worldwide content distribution service, block and/or feed [including but not limited to advertising sales revenue and subscriber fees]), if any, that are actually received by Company and/or MTVN (or any affiliate thereof solely to the extent such affiliate is designated by MTVN to enter into license agreements on MTVN’s behalf as MTVN’s format licensor for the Project but expressly excluding any affiliated entity that is engaged to be the distributor or sub-distributor in connection with the licensing of the Format of the Project [collectively with Company and MTVN, the “MTVN Format Entities”]) (or unconditionally credited and made available to any MTVN Format Entity); plus (B) on a non-precedential, non-quotable basis (as such terms are customarily understood in the entertainment industry), and to the extent applicable, the Imputed Fee (defined below), less (C) only the following on a continuous basis in the following order:

- i. a distribution fee to Company of twenty percent (20%) (inclusive of all subdistributors’ fees) of such Format gross receipts;
- ii. all MTVN Format Entity actual, direct, out-of-pocket, verifiable, costs and expenses actually paid by an MTVN Format Entity in connection with such sale, licensing, and/or exploitation of the Format; and
- iii. all MTVN Format Entity actual, direct, out-of-pocket, verifiable third-party residuals, re-use fees and royalties actually paid in connection with such sale, licensing, and/or exploitation of the Format.

Nothing contained herein shall restrict or otherwise limit the deductibility of expenses incurred by any distributor, subdistributor or sales agent (if any) for purposes of calculating gross Format receipts under this Paragraph 5.g. FDR shall be computed and accounted for on a “non-crossed” basis, i.e., gross merchandising receipts under this Paragraph shall be treated as a separate accounting unit with no cross-collateralization between or among other “Ancillary Uses” (as defined in Exhibit “B”). For purposes of this Paragraph 5.g, the “Format” of the Series shall be defined as an unscripted television program (a) the focus of which is to view and have a host comment upon web videos in a studio format in front of a live audience, and (b) has a direct nexus to the Series by both (I) using the name or an identifiable portion of the name of the series in connection with Company’s marketing materials for the sale of an international localized version of the Series and/or the exploitation of any produced localized version (e.g., if the Series is called “Ridiculousness” when a localized version of the show is licensed it is sold as “England’s Ridiculousness”) and (II) significant material and unique elements from the Series are the central focus of the new unscripted show. In

addition, on a strictly non-precedential, non-quotable basis (as such terms customarily are used in the entertainment industry), and notwithstanding anything to the contrary set forth herein, if, and only if, Company licenses to an MTVN International Affiliate (defined below) the right to produce international (*i.e.*, outside of the United States and its territories, dependencies, trust territories, commonwealths and possessions, including, but not limited to Puerto Rico) localized television versions (each, an “International Version”) of the Format, Company shall include in FDR an amount (such amount in each such case the applicable “Imputed Fee”) equal to either (i) the actual separate license fee received by Company from such MTVN International Affiliate in connection with the applicable International Version, or (ii) if no separate license fee is paid in connection with such International Version, an imputed amount allocated by Company to such license in accordance with the final paragraph of Exhibit “B.” As used herein, “MTVN International Affiliate” means an international (*i.e.*, outside of the United States and its territories, dependencies, trust territories, commonwealths and possessions, including, but not limited to Puerto Rico) MTV-branded and/or affiliated programming service or branded programming block.

h. **Vesting.** Lender’s contingent compensation pursuant to Paragraphs 5.a – 5.g above shall vest 50% upon commencement (at Company’s request) of Artist’s required services in connection with the Initial Cycle, and the remaining 50% upon completion of Artist’s required material services in connection with the Initial Cycle. For the avoidance of doubt, if Company exercises its “pay-or-play” right hereunder with respect to Lender’s provision of Artist’s services in connection with the Initial Cycle, said “pay-or-play” exercise shall not effect the above vesting schedule (*i.e.*, Lender’s contingent compensation shall still vest in full.)

i. **No Warranty.** Lender and Artist acknowledge that Company makes no warranty or representation that the Series will generate any AGR, MDR, HVR, DFSR, SDR, PDR, or FDR or any particular amount thereof. Nothing herein shall be construed as vesting in Lender, Artist, or any other person or entity any right, title or interest whatsoever in the Series, or in the profits, proceeds or receipts thereof, or any lien or charge thereon or assignment thereof except as otherwise set forth in this Agreement. So far as Lender and Artist are concerned, Company and Company’s successors, licensees and assigns and/or distributors shall have full and exclusive control of the distribution and other exploitation of the Series except as otherwise set forth in this Agreement, and the Series may be distributed, or withheld or withdrawn from distribution, as they may determine, and may be exhibited in such manner, by such means and in such media as they may determine, all without any obligation to consult with or obtain Lender’s and/or Artist’s approval. For purposes of calculating AGR, MDR, HVR, DFSR, SDR, PDR, and/or FDR, the term “third party” shall include non-permanent personnel under “overall” deals.

j. **Potential Increase in Contingent Compensation Amounts Accorded to Lender. On a strictly non-precedential, non-quotable basis (as such terms are customarily understood in the entertainment industry), and solely due to the fact that Lender/Artist are part of a larger creative team for the Project comprised of the EP Loanout Team, Artist, Dyrdek, and Nickerson:**

i. To the extent any AGR, MDR, HVR, DFSR, SDR, PDR, or FDR amounts due to DE pursuant to Section 5 the Dyrdek Agreement are not actually accorded to DE (*e.g.*, as a result of DE being in material uncured breach of the DE Agreement or DE/Dyrdek not providing the required services thereunder) (such unaccorded amounts the “Dyrdek Unaccorded Contingent Compensation Amounts”), Lender’s share of AGR, MDR, HVR, DFSR, SDR,

PDR, and/or FDR (as applicable) hereunder shall increase by either (A) 50% of the Dyrdek Unaccorded Contingent Compensation Amounts to the extent that at such time OHP still is to be accorded the AGR, MDR, HVR, DFSR, SDR, PDR, or FDR amounts due to OHP pursuant to Paragraph 5 of the Nickerson Agreement, or (B) 100% of the Dyrdek Unaccorded Contingent Compensation Amounts to the extent that at such time OHP is not to be accorded any AGR, MDR, HVR, DFSR, SDR, PDR, or FDR amounts due to OHP pursuant to Paragraph 5 of the Nickerson Agreement.

ii. To the extent any AGR, MDR, HVR, DFSR, SDR, PDR, or FDR amounts due to OHP pursuant to the Nickerson Agreement are not actually accorded to OHP (e.g., as a result of OHP being in material uncured breach of the OHP Agreement or OHP/Nickerson not providing the required services thereunder) (such unaccorded amounts, the "Nickerson Unaccorded Contingent Compensation Amounts"), Lender's share of AGR, MDR, HVR, DFSR, SDR, PDR, and/or FDR (as applicable) hereunder shall increase by 100% of the Nickerson Unaccorded Contingent Compensation Amounts (such increased amounts, "Lender's Increased Amounts"); provided, however, the parties acknowledge that, in connection with Company engaging an individual to replace Nickerson on the Project, to the extent Company finds it necessary (following meaningful consultation with Artist, provided that Artist is available when and where reasonably required by Company in connection with the Artist's consultation rights, and, for the avoidance of doubt, in the event of a disagreement Company's decision shall be final in each instance [but shall not be made arbitrarily or in bad faith]) to accord such individual any contingent compensation amounts (i.e., any AGR, Modified Adjusted Gross Receipts, Net Proceeds, or similar amounts, or any share of MDR, HVR, DFSR, SDR, PDR, and/or FDR), that such amounts shall reduce Lender's Increased Amounts, provided, that, under no circumstances shall Lender's share of AGR, MDR, HVR, DFSR, SDR, PDR and FDR be reduced to an amount lower than Eight and One-Third Percent (8-1/3%) of One Hundred Percent (100%) of each of the foregoing.

6. RIGHTS:

a. Rights in Results and Proceeds. Subject to Paragraph 24 below, to the extent not deemed works "made-for-hire" pursuant to the Standard Terms, immediately upon creation, but no later than Artist's commencement of services in connection with the applicable materials, Lender and Artist will be deemed to have automatically and irrevocably assigned solely and exclusively to Company, and, Company will own, in perpetuity and throughout the universe, all right, title and interest of every kind and nature in all media, whether now known or hereafter recognized, in all languages, in all versions (including without limitation digitized versions), in and to the Development Production, each episode of the Series, the Project, and all other materials produced hereunder (collectively the "Rights"). Such Rights include, but are not limited to, (i) all copyrights, renewals and extensions thereof, (ii) all television rights (including, without limitation network, pay and basic cable, digital, "video-on-demand," "free-on-demand," etc.), theatrical motion picture, Internet, gaming and interactive, theme park and other attraction, merchandising, commercial tie-in, soundtrack, publishing allied, ancillary, subsidiary and derivative rights in and to the Development Production, each episode of the Series, the Project, and all artistic, literary, visual, dramatic, vocal, musical and other material contained therein and all elements thereof, whether supplied by Lender or Artist or others on behalf of Lender and/or Artist, (iii) the right to distribute, exhibit, sell, use, license and otherwise exploit the Development Production and each episode of the Series throughout the universe in all languages in perpetuity in any and all media, whether now known or hereafter

devised, and (iv) the exclusive right to advertise, publicize and promote the Development Production, each episode of the Series, the Project, and all other materials produced hereunder, and anything contained therein. Without limiting the generality of the foregoing, Lender, Artist, and Company are aware and hereby acknowledge that new rights to the results and proceeds of Lender's and Artist's services hereunder may come into being and/or be recognized in the future, under law and/or in equity (collectively the "New Exploitation Rights"), and Lender and Artist intend and do hereby assign, grant and convey to Company, any and all such New Exploitation Rights in and to such results and proceeds and the above rights. Lender, Artist, and Company also are aware and do hereby acknowledge that new (and/or changed) technology, uses, media, formats, modes of transmission, and methods of distribution, dissemination, exhibition or performance (collectively the "New Exploitation Methods") are being and inevitably will continue to be developed in the future, which would offer new opportunities for exploiting such results and proceeds. Lender and Artist intend and do hereby assign, grant, and convey to Company any and all rights to such New Exploitation Methods with respect to such results and proceeds and rights. Lender and Artist agree to execute and deliver to Company any and all documents consistent herewith that Company deems reasonably necessary to confirm the existence of the preceding assignment, grant and conveyance and to effectuate Lender's and Artist's purpose to assign, grant and convey such rights to Company, including without limitation the New Exploitation Rights and any and all rights to the New Exploitation Methods. This Paragraph 6.a is cumulative with, and not alternative to, Section 2 of the Standard Terms.

b. Rights in Concept. Without limiting anything contained in Paragraph 6.a above, Lender and Artist assign solely and exclusively to Company, and, as between Lender and Artist, on the one hand, and Company, on the other hand, Company will own in perpetuity and throughout the universe, all of Lender's and Artist's rights, title and interest of every kind and nature, in all media, whether now known or hereafter recognized, in all languages, in all versions (including without limitation digitized versions), in and to the Concept to the full extent of the rights granted in subparagraph 6.a. above, including in connection with New Exploitation Rights and New Exploitation Methods.

7. CREDITS: If Company produces the Series, subject to no Termination for Cause, then subject to any applicable guild and union requirements (if any ever come into existence with respect to the Project), Lender and Artist shall receive the following credits (as applicable):

a. Executive Producer. On each episode of the Series upon which Artist renders and completes all required material executive producing services as contemplated hereunder, credit for Artist as an "Executive Producer," on a separate card, in the main titles if any other individual producer on the Series episode receives a producing credit in the main titles, and otherwise in the end titles, and in an average size of type and duration no less favorable than that used for the credits accorded to all other individuals engaged (other than on-screen performers) on such episode of the Series. On each episode of the Series that Artist receives such an executive producer credit, (i) such executive producer credit shall be in first position among all executive or lesser producer credits accorded to all individuals (other than the any producing credit(s) accorded to on-screen performers and/or MTV executives) other than Dyrdek, if applicable, subject to subclause (ii) of the Paragraph 7.a, and (ii) the order of the executive producer credits given to Artist, Dyrdek and Nickerson on each such episode of the Series shall be as determined by Artist, provided, that Lender provides Company with written notice thereof within a reasonable time period to be designated by Company in accordance with Company's customary parameters for timing of providing credits for Series episodes.

b. Logo Credit. On each episode of the Series for which Artist is providing, and renders and completes, all executive producing services, Company will accord Lender a company logo credit (which may be an animated logo, provided that it shall be subject to Company's timing requirements and the creation, production and legal clearance for such logo shall be paid solely by Lender outside the budget), on-screen on a separate card, in the end titles immediately before Company's logo credit and of the same duration on screen.

c. "Concept By". Credit for Artist in the form of "Concept by" on each episode of the Series, on a single, separate card, shared only with Dyrdek and Nickerson, in the main titles if any other individual producer on the Series episode receives a producing credit in the main titles, and otherwise in the end titles, and in an average size of type and duration no less favorable than accorded to all other individuals engaged (other than on-screen performers) on such episode of the Series. If, but only if, notwithstanding the intention of the parties, the Writers Guild of America ("WGA") ever has jurisdiction over the Series and does not approve the credit afforded to Artist, then Company will accord Artist such other source material or origination credit (as approved by the WGA, if required) as Company shall determine in good faith. The order of the "Concept by" credits on each episode of the Series that Artist receives an executive producer credit shall be as determined by Artist and shall be contiguous to all other "Concept by" credits on the Series; provided, that Artist provides Company with written notice thereof within a reasonable time period to be designated by Company in accordance with Company's customary parameters for timing of providing credits for Series episodes.

d. Paid Ads. Company shall include the credits set forth in Subparagraphs 7.a through .c in the billing block portion of all paid print ads specifically mentioning the Series under Company's direct control and in which any production company, executive producer credit or other individual producer, writer, or director credit related to the Series also is included (excluding ads involving awards, prizes, nominations, congratulatory announcements or personal appearances mentioning only the person or persons so honored or appearing), subject to (i) at the time of such paid print ad, Lender and Artist (as applicable) are still to be accorded the applicable credits as contemplated above, and there has been no Termination for Cause, and (ii) Company's customary exclusions and parameters (provided, however, that such credits nevertheless shall be accorded (a) any so-called "excluded ad" if any other executive producer [or lesser producer], production company, writer, or director is accorded credit in such ad, excluding any on-air talent also rendering services as a producer, and other than advertisements involving awards, prizes, nominations, congratulatory announcements or personal appearances mentioning only the person or persons so honored or appearing, and (b) the billing block portion of Videograms).

e. General. Except as expressly provided above, all aspects of Lender's and/or Artist's credits shall be at Company's sole discretion, including, without limitation as to whether such credit may be "squeezed" (*i.e.*, split screen for other material). Nothing in this Agreement shall derogate from Company's ability to accord (at Company's sole discretion) any third party "executive producer," "co-executive producer," "producer," "associate producer," "co-producer," or any other similar producer-type credit, any consultant or consultant-type credit, or any other credit. No casual or inadvertent failure by Company and no failure by any third party to comply with the credit provisions of this Agreement shall be deemed a breach of this Agreement. However, upon receipt of written notice from Lender specifying in reasonable detail any alleged failure to accord Lender or Artist credit under this Paragraph 7, Company shall take commercially reasonable efforts on a prospective basis to cure such failure; provided, however, that Company shall have no obligation to

recall any episode of the Series, prints or materials already printed, recorded or delivered for other uses by Company and/or to third parties. Company will use commercially reasonable efforts to contractually bind third party licensee(s) of the Project of all credit provisions hereunder, it being understood and agreed that no casual, inadvertent or unintentional failure by Company to do so (by reason of shortage of time or otherwise) will constitute a breach by Company of this Agreement. Notwithstanding anything to the contrary contained herein and subject only to applicable guild/union requirements (if any), in the event that individual episodes and/or programs relating to the Project are scheduled for consecutive exhibition or exploitation (e.g., as a so-called "double pump"/"marathon"), Lender and Artist acknowledge and agree that the credits set forth in Paragraphs 7.a through .c above may be accorded once in connection with the applicable "double pump" or marathon (rather than in connection with each individual program within the marathon) so long as (to the extent any such credit is so shown only once) similarly situated credits are also shown only once in connection with such "double pump" or marathon. Notwithstanding anything to the contrary contained herein, neither Lender nor Artist shall be entitled to receive an on-screen credit on any episode of the Series for which Lender and Artist have not actually rendered and completed all required material services for such episode (as determined in Company's sole reasonable discretion); and, to the extent Lender and/or Artist is "pay-or played" off any episode of the Series, with respect to such episode no obligation of Company with respect to the position of such credit (as contrasted with Company's obligation to accord such credit) shall be applicable. In the event of a failure to provide such credit as set forth above, Lender's and Artist's rights, if any, shall be limited to the right to seek damages in an action-at-law and in no event shall Lender and/or Artist be entitled to seek or obtain injunctive or other forms of equitable relief. For the avoidance of doubt, all credits may be shared.

8. **EXCLUSIVITY:** Lender and Artist acknowledge that the services of Artist are of the essence of this Agreement. During all production periods of the Project (including, without limitation all periods from pre-production through post-production) Artist's executive producing services shall be provided and rendered on a non-exclusive, no material interference basis, provided that such services shall be rendered in-person (sometimes, and only as needed) and shall be commensurate with the level of services rendered by first priority first class executive producers in the unscripted television industry (it being acknowledged that Artist's services are not contractually or otherwise required to be "first-priority"). In connection therewith Lender and Artist represent and warrant that Artist's services currently are not subject to any first priority commitments to any third parties, and Lender and Artist agree that at no time during production periods for the Project will Lender's provision of Artist's executive producing services to Company hereunder be in second position to any contractual or third party commitments. Lender, Artist, and Company agree that the order of priority of any other MTVN project and this Project shall be worked out by the parties in good faith. In the event that any of Artist's outside services should materially interfere with any of Artist's services or obligations hereunder, or otherwise violate the terms of this Paragraph 8, then in addition to any other remedies that Company may have pursuant to this Agreement or at law or in equity (all of which hereby are reserved and are cumulative), Company may suspend and/or extend any period of production and/or services hereunder for the duration of such material interference.
9. **NOTICES:** All notices required or permitted hereunder must be given in writing by personal delivery (including, but not limited to, by messenger service or fax transmission) or by United States mail, postage prepaid, addressed as follows:

To Lender / Artist:

Sloane, Offer, Weber and Dern, LLP

9601 Wilshire Boulevard, Suite 500
Beverly Hills, CA 90210
Attn: Warren D. Dern, Esq.
Fax: (310) 248-3515

With a copy to: Creative Artists Agency
2000 Avenue of the Stars
Los Angeles, CA 90067
Attn: Tony Etz
Fax: (424) 288-3716

To Company: 1515 Broadway, 24th Floor
New York, NY 10036
Attn: Executive Vice President, Business Affairs
and General Counsel
Fax: (212) 846-1849

The date of personal delivery or faxing, and the date three (3) days after mailing, shall be deemed the date of service. The address of either party may be changed upon ten (10) days prior written notice to the other party. For the avoidance of doubt, all notices required hereunder shall be in writing, provided that a casual or inadvertent failure to reduce each such notice to writing shall not be deemed a breach of this Agreement.

10. NON-UNION: Lender and Artist acknowledge that Company is not signatory to any collective bargaining agreement, including, without limitation, to the SAG, AFTRA or WGA Minimum Basic Agreement, and Lender and Artist acknowledge and agree that this Agreement and the services contemplated to be rendered by Lender and Artist hereunder are not subject to any collective bargaining agreement.

11. PROMOTION AND PUBLICITY:

a. If requested by Company, Lender shall cause Artist to render a reasonable number of publicity and promotional services in connection with the Series as reasonably requested by Company without any further compensation (including, without limitation, at trade shows and other events or occasions, including, without limitation, publicity events, press interviews, electronic press events, remote broadcasts and personal appearances, and if requested by Company, at the MTV "up-front" presentation to advertisers as well as all TCA press tours); provided, however, that said publicity and promotional services shall be subject to Artist's professional availability.

b. Neither Lender nor Artist shall individually, or through any publicity representative or otherwise, circulate, publish or otherwise disseminate any news story, article, book or other publicity relating to Lender's engagement to furnish Artist's services under this Agreement, the subject matter of this Agreement, Company, the Series or the services to be rendered by Artist or others in connection with the Series, unless first approved in writing by Company. The foregoing shall not be deemed to prohibit Lender or Artist from: (a) providing the financial terms of this Agreement solely for "quote" purposes to other third parties who wish to engage Lender to furnish Artist's services (unless any such financial terms are expressly referred to herein as "non-precedential" or "non-quotable"); and (b) issuing personal publicity which includes incidental references to the Series and

Artist's involvement therein, provided the same occurs after the initial press release for the Series has been issued by Company and does not mention the Series, Company or any other person or entity involved therewith in a disparaging or derogatory manner.

c. Company shall not, without Lenders' or Artist's prior written approval, issue or authorize the publication of any detailed news stories or publicity relating to Lenders' and/or Artist's engagement, provided that neither Lender nor Artist's approval shall be necessary for incidental mention by Company and/or MTVN of Lenders' or Artist's engagement (*e.g.*, incidental mention in connection with Company's programming, operations and/or activities).

12. **CONFIDENTIALITY.** Neither Lender nor Artist shall disclose to any third party any information to which Lender or Artist has had or will have access concerning the Project and/or any of Company's or MTVN's operations or programming or other services or the terms and conditions of this Agreement, except as required to fulfill Lender's and Artist's obligations hereunder, as expressly permitted by Company in writing, or as required by law or the valid order of a court of competent jurisdiction, in which event Lender shall so notify Company and shall seek confidential treatment of such information (if available); provided, that Lender and Artist may disclose such information to its professional agents, attorneys and advisors solely to the extent that such person had a reasonable and lawful need to know such information and such person agrees to keep such information confidential pursuant to the terms of this Paragraph 12 as if such person was Lender. Neither Lender nor Artist shall (nor shall either of them authorize others to) disclose to any party any information obtained or learned as a result Lender's and /or Artist's services for the Project, including without limitation any information concerning or relating to the Project, the performers, participants, the events contained in the Project, the outcome of the Project or any of the other narrative details of the Project, for a period from the date of this Agreement until after the initial exhibition of the last Series episode for which Lender and Artist renders services hereunder (the "Confidentiality Period"), unless such information becomes available to the public through no breach (whether direct or indirect) of this Paragraph by Lender and/or Artist, in which case the Confidentiality Period shall terminate, solely with respect to such information that so became available to the public, on the date of such public availability.
13. **RESTRICTIONS.** Neither Lender nor Artist shall at any time use (or grant to others the right to use) any of Company's or MTVNs' (or any of MTVN's parents, subsidiaries or affiliated companies) names, logos, tradenames, trademarks (including without limitation "MTV") or other corporate identification, other than as expressly directed by Company in writing.
14. **CYCLE BONUSES:** Lender and Artist acknowledge that the terms of this Paragraph 14 are agreed to on a non-precedential, non-quotable basis (as such terms are customarily understood in the entertainment industry) as a result of such amounts being determined in connection with the Cycle bonuses accorded to DE on the Project, and with the amounts below equating to one-half (1/2) of the aggregate Cycle bonuses agreed to be accorded to Lender and DE in connection with the Project. Provided the Series is produced, and subject to no Termination for Cause, and Lender and Artist rendering and completing all required material services hereunder, Company will pay to Lender the following aggregate amount(s), if and as applicable: Beginning with the Second Cycle, if Company orders production of any Cycle, Lender is engaged to provide Artist's, and Artist renders and completes all required material, executive producing services in connection with such Cycle as contemplated hereunder, and subject to no Termination for Cause, Company will pay Lender a one-time, aggregate, lump sum bonus for each such Cycle (which bonus

shall be payable upon commencement of principal photography of the first episode of the applicable Cycle) as set forth below across from each such applicable Cycle:

<u>Cycle</u>	<u>Applicable Bonus for such Cycle</u>
Second Cycle:	Fifty Thousand Dollars (\$50,000), reducible on a dollar for dollar basis by all similar bonus amounts triggered by the production of the Second Cycle and paid to DE or any other on-screen host performer serving as a replacement host for Dyrdek in such Cycle ("Replacement Host"), to a floor of Twenty-Five Thousand Dollars (\$25,000).
Third Cycle:	Fifty Thousand Dollars (\$50,000), reducible on a dollar for dollar basis by all similar bonus amounts triggered by the production of the Third Cycle and paid to DE or any Replacement Host for such Cycle, to a floor of Thirty-Seven Thousand Five-Hundred Dollars (\$37,500).
Fourth Cycle:	Fifty Thousand Dollars (\$50,000).
Fifth Cycle:	Seventy-Five Dollars (\$75,000).
Sixth Cycle:	Seventy-Five Dollars (\$75,000).
Seventh Cycle and each Cycle thereafter:	One Hundred Fifty Thousand Dollars (\$150,000), reducible on a dollar for dollar basis by all similar bonus amounts triggered by the production of the applicable Cycle and paid to DE or any Replacement Host for such Cycle, to a floor of Seventy-Five Dollars (\$75,000).

15. **RATINGS BONUSES.** In connection with all produced Cycles of the Series, if the Nielsen ratings cumulative average among persons 12-34 in the U.S. for the premier exhibition of all episodes of any such particular Cycle (minimum of six [6] episodes to qualify) fall into any of the ranges set forth below (as determined after the premiere exhibition of the last episode contained in the Cycle), Lender is engaged to provide Artist's, and Artist renders and completes, all required executive producing services in connection with such Cycle as contemplated hereunder, and subject to no Termination for Cause, and provided that the next Cycle of the Series is ordered and produced (i.e. the bonus for the Initial Cycle would be payable only if the Second Cycle was ordered and produced, and no ratings bonus shall be paid for the final Cycle of the Series), then Lender and Artist shall have qualified for the indicated aggregate, one-time (per Cycle), lump sum "Ratings Bonus" as set forth below across from the applicable rating interval:

<u>Rating</u>	<u>Bonus</u>
2.50 – 2.74	Fifty Thousand Dollars (\$50,000).

2.75 – 2.99	Seventy-Five Thousand Dollars (\$75,000), reducible on a dollar for dollar basis by all similar “Rating Bonus” amounts triggered by the applicable Cycle obtaining ratings thresholds and paid to DE or any Replacement Host for such Cycle, to a floor of Sixty-Five Dollars (\$65,000).
3.00 – 3.24	One Hundred Thousand Dollars (\$100,000), reducible on a dollar for dollar basis by all similar “Rating Bonus” amounts triggered by the applicable Cycle obtaining ratings thresholds and paid to DE or any Replacement Host for such Cycle, to a floor of Ninety Thousand Dollars (\$90,000).
3.25 – 3.49	One Twenty-Five Thousand Dollars (\$125,000), reducible on a dollar for dollar basis by all similar “Rating Bonus” amounts triggered by the applicable Cycle obtaining ratings thresholds and paid to DE or any Replacement Host for such Cycle, to a floor of One Hundred Twelve Thousand Five-Hundred Dollars (\$112,500).
3.50 – 3.74	One Hundred Fifty Thousand Dollars (\$150,000), reducible on a dollar for dollar basis by all similar “Rating Bonus” amounts triggered by the applicable Cycle obtaining ratings thresholds and paid to DE or any Replacement Host for such Cycle, to a floor of One Hundred Twenty-Five Thousand Dollars (\$125,000).
3.75 – 4.24	One Hundred Seventy-Five Thousand Dollars (\$175,000), reducible on a dollar for dollar basis by all similar “Rating Bonus” amounts triggered by the applicable Cycle obtaining ratings thresholds and paid to DE or any Replacement Host for such Cycle, to a floor of One Hundred Fifty Thousand Dollars (\$150,000).
4.25 – 4.99	Two Hundred Thousand Dollars (\$200,000), reducible on a dollar for dollar basis by all similar “Rating Bonus” amounts triggered by the applicable Cycle obtaining ratings thresholds and paid to DE or any Replacement Host for such Cycle, to a floor of One Hundred Seventy-Five Thousand Dollars (\$175,000).

5.00 or above

Two Hundred Fifty Thousand Dollars (\$250,000), reducible on a dollar for dollar basis by all similar "Rating Bonus" amounts triggered by the applicable Cycle obtaining ratings thresholds and paid to DE or any Replacement Host for such Cycle, to a floor of Two Hundred Thousand Dollars (\$200,000).

If Lender and Artist qualify for a Ratings Bonus, Company will pay Lender the indicated aggregate, one-time (per Cycle), lump sum applicable Ratings Bonus amount (if ever) within five (5) business days after the commencement of principal photography of the first episode of the Cycle following the one for which the Ratings Bonus is earned. In no event shall Lender be entitled to more than one (1) of the Ratings Bonuses set forth above for any single Cycle. Lender and Artist acknowledge that Company does not represent or warrant that any Ratings Bonus will ever be achieved or be payable, and nothing contained in this Agreement shall be construed as creating a fiduciary relationship between Lender and/or Artist, on the one hand, and Company, on the other hand, or requiring Company to schedule or distribute the Series in any particular manner or to attempt to maximize ratings or the chance of Lender and/or Artist realizing the Ratings Bonus. Company and Company's successors, licensees and assigns, and the distributors of the Series, shall have full and exclusive control over the scheduling, distribution and exploitation of the Series, and the Series may be scheduled and distributed, or withheld or withdrawn from the exhibitor's schedule and/or distribution, as Company (and its successors, licensees, assigns and/or distributors) may determine and may be scheduled and exhibited in such manner, by such means, in such media, on such days and at such times as Company and its successors, licensees, assigns and/or distributors may determine, all without any obligation to consult with or obtain Lender's and/or Artist's approval.

16. DERIVATIVE PRODUCTIONS. Subject to no Termination for Cause, the following shall apply:

a. If within seven (7) years after the initial exhibition of the first episode of the Series, Company (or its successor, licensee or assignee) elects, in its sole discretion, to produce a television sequel, prequel, remake, spin-off (i.e., a television series pilot or first episode if no pilot; a spin-off television series; or a television mini-series or made-for-television motion picture), or theatrical motion picture or direct-to-video motion picture based upon the Series (each of the foregoing referred to herein as a "Derivative") and such Derivative is a "Qualifying Production" (as defined below), and provided further that Artist is still active as a producer in the motion picture and/or television industry in generally the same capacities as Artist is now active and neither Lender nor Artist is then an executive for a so-called "major," "mini-major," or "major independent" motion picture and/or television production and/or distribution company, then Lender shall have the first opportunity to be engaged to provide the services of Artist as an executive producer (or, in the case of a theatrical motion picture, a producer) on such Derivative, on terms to be negotiated in good faith; provided, that, if the Qualifying Production is a reality television pilot and/or series for basic cable, then in no event shall the financial terms be less favorable to Lender than those set forth in this Agreement. (For the avoidance of doubt, for purposes of this Paragraph 16 no Additional Materials shall be considered Derivatives). Notwithstanding the foregoing, in the event no agreement is reached within sixty (60) days of the commencement of such negotiations, or if Artist does not elect to be an executive producer (or, if applicable, a producer) on such Derivative or is

unavailable as and when Company reasonably requires, Company shall have no further obligation to Lender or Artist with respect to this Paragraph 16, with the exception of Company's obligation to pay Lender the amounts set forth in Paragraph 17 below. The above right shall apply with respect to each Qualifying Production and each subsequent Qualifying Production based upon the Series or based upon any prior Qualifying Production, provided that all of the Conditions Precedent and Lender's and Artist's obligations in and to this Agreement (including, without limitation, this Paragraph 16) and the agreements for each subsequent Qualifying Production (if applicable) have been satisfied and fulfilled.

b. For purposes of this Agreement, a "Qualifying Production" shall be defined as any Derivative that is based on the Series and: (i) utilizes the name of the Series or significant material elements derived from the Series; (ii) utilizes the substantially identical format of the Series; (iii) is not an international "localized" program/production (e.g., programs based upon international format licenses); and (iv) consists primarily of copyright protectable elements of the Series (i.e., said elements are not available for use by the general public in the same context as such elements are used in the Series pursuant to applicable United States copyright law). For clarity, the parties acknowledge and agree that Lender and Artist shall not have any rights pursuant to this paragraph, and Company shall not have any obligations to Lender or Artist, with respect to any Derivative that does not constitute a Qualifying Production as defined above.

17. **PASSIVE PAYMENTS.** If Lender is not engaged pursuant to Paragraph 16 above in connection with a particular Derivative as listed below to provide the services of Artist, and subject to no Termination for Cause, then Lender shall be entitled to the applicable payment set forth below, which shall be deemed applicable against and in reduction of any corresponding minimum compensation to which Lender may be entitled under any guild agreement having jurisdiction thereover, if applicable.

a. **Theatrical Motion Picture.** One Hundred Thousand Dollars (\$100,000), plus Five Percent (5%) of the applicable net proceeds. If earned, the foregoing payment shall be made within thirty (30) days of the commencement of principal photography of the applicable theatrical motion picture.

b. **Direct-to-Video Motion Picture.** Fifty Thousand Dollars (\$50,000), plus Five Percent (5%) of the applicable net proceeds. If earned, the foregoing payment shall be made within thirty (30) days of the commencement of principal photography of the direct-to-video motion picture.

c. **Television Spinoff Series Royalties.** Three Thousand Dollars (\$3,000) for each episode (or per week of episodes if said spin-off television series is produced on a "stripped" basis), if said television spin-off series based on the Series is produced for initial exhibition in primetime network television (i.e., ABC, NBC, CBS, Fox or the CW) or One Thousand Five Hundred Dollars (\$1,500) for each episode (or per week of episodes if said spin-off television series is produced on a "stripped" basis) if said television spin-off series based on the Series is produced for initial exhibition in "other than" primetime network television, payable within thirty (30) days of delivery of the applicable episode. If such television spin-off series is produced for initial exhibition in primetime network television (i.e., ABC, NBC, CBS, Fox or The CW), Producer shall be entitled to an additional twenty percent (20%) of the applicable spin-off series royalty set forth hereinabove for each of the first five (5) reruns of each such spin-off episode.

d. **MOW.** Twenty Thousand Dollars (\$20,000) for two hours and Ten Thousand Dollars (\$10,000) for each additional hour thereafter (pro-rata for partial hours), up to an aggregate of Forty Thousand

Dollars (\$40,000), plus Five Percent (5%) of the applicable net proceeds. If earned, the foregoing payment shall be made within thirty (30) days of commencement of principal photography of the *MOW*.

e. Mini-Series. Twenty Thousand Dollars (\$20,000) for the first two hours and Ten Thousand Dollars (\$10,000) for each additional hour thereafter (pro-rata for partial hours), up to an aggregate of Forty Thousand Dollars (\$40,000) for the entire mini-series, plus Five Percent (5%) of the applicable net proceeds. If earned, the foregoing payment shall be made within thirty (30) days of commencement of principal photography of the mini-series.

The "net proceeds" referred to above in Subparagraphs 15.a through .e shall refer to the most favorable definition of contingent compensation accorded to any non-financier individual (other than any on-screen talent) in connection with the applicable Derivative (subject to good faith negotiations within Company's customary parameters for deals of that type and taking into account Lender and Artist's stature).

18. THEATRICAL RELEASE: In the event any Series episode(s) produced in connection with any Cycle is/are released as a theatrical motion picture in at least 500 commercial theaters in front of paying public audiences ("Theatrical"), and subject to no Termination for Cause, Company shall pay to Lender the following aggregate sum(s), if and as applicable, based on such theatrical exhibition of the Theatrical:

a. If the Theatrical is released theatrically in the United States prior to its initial U.S. television exhibition, Company will pay Lender a one-time-only payment equal to the episodic fees paid to Lender pursuant to Paragraph 3.d above for the production of the program(s) Series episode(s) comprising the Theatrical within thirty (30) business days after such theatrical release, if any, as compensation in full for all theatrical exhibitions of the Theatrical in the United States.

b. If the Theatrical is released theatrically in the United States subsequent to its initial U.S. television exhibition, Company will pay Lender a one-time-only payment equal to fifty percent (50%) of the episodic fees paid to Lender pursuant to Paragraph 3.d above for the production of the program(s) Series episode(s) comprising the Theatrical within thirty (30) business days after such theatrical release, if any, as compensation in full for all theatrical exhibitions of the Theatrical in the United States.

c. If the Theatrical is released theatrically in at least one hundred (100) theaters in the aggregate in the following countries: Canada, England, France, Germany, Spain, Italy, Sweden, Denmark, Finland and Norway (whether prior or subsequent to its initial United States video release or United States television exhibition) Company will pay Lender a one-time-only payment equal to fifty percent (50%) of the episodic fees paid to Lender pursuant to Paragraph 3.d above for the production of the program(s) Series episode(s) comprising the Theatrical within thirty (30) business days after such theatrical release, if any, as compensation in full for all theatrical exhibitions of the Theatrical outside the United States.

Notwithstanding anything contained herein, in no event shall Lender be entitled to total payments pursuant to this Paragraph 18 in connection with any Theatrical of greater than one hundred percent (100%) of the total episodic fees paid to Lender pursuant to Paragraph 3.d above for the production of the Series episode(s) comprising the Theatrical. Test engagements, previews, premieres, charitable

benefits and festivals (for which admission is not charged specifically for this Theatrical) shall not constitute a theatrical "release" for purposes of this Paragraph 18.

19. EXPENSES. Company shall reimburse Lender for any direct, out-of-pocket business expenses of Artist specifically approved by Company in writing in advance. Such reimbursement shall be made to Lender following Company's receipt and acceptance of Lender's written evidence of such expenses (e.g., completed travel and expense form, petty cash or invoice) accompanied by the original receipts; provided, however, that all supporting documentation backing-up the approved expenses (including without limitation, any original receipts requested by Company) must be received (unless otherwise approved by Company) by Company within forty-five (45) days of Artist incurring such expenses (otherwise, Company shall have no obligation to Artist to make such reimbursement).

20. OFFICE. During any periods of Series production (including pre- and post-) where Artist is actually performing executive producer services, Artist shall be provided with use of dedicated exclusive office space and access to one assistant and/or a production assistant on a full-time basis, reserved parking reasonably close to such office space, and all other accommodations customarily accorded full-time producers of Company's series.

21. INSURANCE. Company will cover Lender and Artist as an additional insured under Company's errors and omissions liability policy and Company's comprehensive general liability insurance policy during customary periods of production and distribution of the Project, subject to the limitations, restrictions and terms of such policy, for all damages and claims resulting or arising out of the distribution, advertising or exploitation of the Project. Company shall provide Lender with certificates of insurance evidencing such coverage upon Lenders' written request.

22. VIDEOCASSETTE/DVD. To the extent commercially available to the public Company shall provide to Lender one (1) copy of any home video and/or DVD release of the Series for Artist's personal use only.

23. TRAVEL. If Company requires Artist to travel and render services at Company's specific request and direction at an overnight location more than fifty (50) miles away from Artist's permanent and then-current place of residence (if different), then Company shall provide Artist with, or reimburse Lender for: (1) round-trip transportation (by air, if appropriate, and as determined by Company in its sole discretion; provided that with respect to flights of four (4) hours or more such air-travel shall be round trip business class air fare if available [and if used], and if business class is not available, then such air travel will be by coach); provided, further that to the extent Artist and Dyrdek are travelling on the same trip that the class of air-travel accorded to Artist shall be no less favorable than the class of air-travel accorded to Dyrdek on such trip; (2) first-class accommodations (room and tax only) and exclusive (to be shared only with Dyrdek and Nickerson) first class ground transportation in accordance with Company's budgetary parameters; and (3) Company's standard per diem for individual's of Artist's stature (the details of which shall be within Company's customary parameters).

24. REVERSION.

a. In the event that Company does not exercise the Initial Option prior to the Initial Option Expiration Date, and at such time there has been no Termination for Cause, then all rights and interests in and to the Concept, all development materials, and the Development Production will then automatically and irrevocably revert jointly to Lender and DE on a quitclaim basis

("Reversion") subject to Lender's and DE's execution of Company's standard Project Termination Agreement (following Lender's opportunity to review such agreement) in form and substance consistent with the terms of this Agreement, and subject to good faith negotiations of the parties regarding the language in the Project Termination Agreement, but which in any event shall be within Company's customary parameters and shall provide for the following: (i) Lender and DE to reimburse Company for all actual, verifiable, out-of-pocket monies actually paid by Company in connection with the development and production of the Development Production, plus interest thereon (calculated from the time of payment by Company until recoupment by Company, at an annual percentage rate equal to one percent [1%] over and above the rate announced from time to time by Bank of America as its prime rate on unsecured loans to its preferred corporate customers) (collectively, the "Reimbursable Sum") out of "first monies received" by Lender, DE, Artist, Dyrdek, or Lender's, DE's, Artist's and/or Dyrdek's successor(s), licensee(s), designee(s) or assignee(s) in connection with any production based upon the Concept ("Subsequent Production") provided, however, that monies received for purely "pass-through" or purely development purposes shall not be considered "monies received; and (ii) Company shall be entitled to receive an amount equal to five percent (5%) of one hundred percent (100%) of the "Defined Proceeds" (as defined below) from any Subsequent Production.

b. On a non-precedential, non-quotable basis (as such terms customarily are used in the entertainment industry), "Defined Proceeds" shall be calculated as the distributor's standard definition of defined proceeds (after Company and distributor have engaged in good faith negotiations as to such definition, commensurate with the distributor's usual practices and Company's stature in the entertainment industry), provided, however, that such definition shall be no less favorable than the definition accorded to Lender/DE/Artist/Dyrdek on the Subsequent Production.

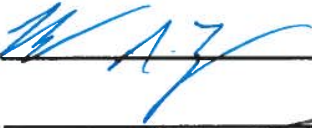
c. For the avoidance of doubt, the Development Production shall remain Company's sole and exclusive property in perpetuity and no other production based on the Concept may be produced until the Reimbursable Sum has been paid to Company. In addition, until Company has been reimbursed the Reimbursable Sum, Company shall have the continued right to exploit the Development Production as set forth herein. In no event shall any reversion pursuant to this Paragraph 24 deprive Company (or any of its successors assigns) from any right that it would otherwise enjoy as a member of the general public were it not for the existence of this Agreement.

25. MISCELLANEOUS. The term Agreement, as used herein, shall include these Deal Terms, the inducement letter attached hereto and incorporated by this reference, the Standard Terms, the definition of AGR, and all other exhibits and attachments hereto (also incorporated by this reference). In the event of any conflict between the Standard Terms or any other exhibit or attachment, on the one hand, and the Deal Terms, on the other hand, the provision(s) of the Deal Terms will govern. In the event of any conflict between any provision of this Agreement and any statute, law, regulation or applicable collective bargaining agreement provision, the latter will prevail; provided, however, that in such event, the provision(s) of this Agreement so affected will be curtailed and limited only to the minimum extent necessary to permit compliance with the requirement(s) of such statute, law, regulation or provision, and all other terms of this Agreement will continue in full force and effect. No waiver by Company of any term or condition of this Agreement will constitute a waiver by Company of any other term, condition or default. The Agreement contains the entire understanding of Company, Lender and Artist, supersedes any and all prior agreements, negotiations and communications (written or oral) with respect hereto, and may not be modified except by an instrument in writing signed by the parties hereto. The Agreement

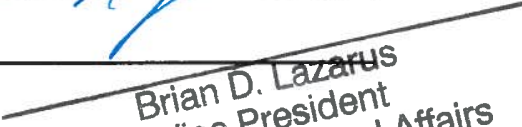
shall be governed and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and fully to be performed therein. This Agreement may be executed in counterparts, but all such counterparts together shall constitute one and the same instrument. Facsimile signatures shall be deemed originals for all purposes. Paragraph headings are used herein for convenience only and shall not be used to interpret this Agreement or any provision hereof.

By signing below, Company and Lender, and Artist accept and agree to all the terms and conditions of this Agreement.

NEW REMOTE PRODUCTIONS INC.

By:  _____

Its: _____


Brian D. Lazarus
Vice President
Business and Legal Affairs

Dickhouse Entertainment Inc.
(d/b/a Dickhouse Productions)
(Fed I.D.#: 48-1286031)

By:  _____

Its: _____

INDUCEMENT

Reference is hereby made to that certain agreement (the "Agreement") dated as of August 11, 2009, among New Remote Productions Inc. ("Company") and Dickhouse Entertainment Inc. (d/b/a Dickhouse Productions) for my services, on the other hand, in connection with the development of a presentation and, at Company's discretion, the possible production of a potential television series currently entitled "Ridiculousness." For purposes of this inducement, Dickhouse Productions shall be referred to as "Lender."

A. I am familiar with all of the terms, covenants and conditions of the Agreement and I hereby consent to the execution thereof. If Lender fails to fulfill its obligations under the Agreement, I shall perform and comply with all of the terms, covenants, conditions and obligations of the Agreement, even if the employment agreement between me and Lender should hereafter expire, terminate or be suspended. I hereby confirm all grants, representations, warranties and agreements made by Lender under the Agreement.

B. Unless I am deemed substituted for the Lender as a direct party to the Agreement pursuant to Paragraph D below, I shall look solely to Lender and not to Company for the payment of compensation for my services and for the discharge of all other obligations of my employer with respect to my services under the Agreement.

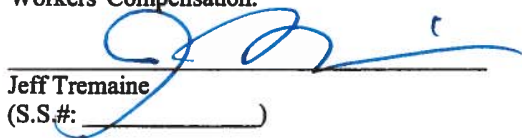
C. In the event of a breach or threatened breach of the Agreement by Lender or by me, Company may join me in any action against Lender without being first required to resort to or exhaust any rights or remedies against Lender.

D. I represent that Lender is a duly qualified and existing corporation under the laws of its state of incorporation. If Lender or its successors in interest should be dissolved or should otherwise cease to exist, or for any reason should fail, refuse or neglect to perform, observe or comply with the terms, covenants and conditions of the Agreement, I shall, at Company's election, be deemed to be employed directly by Company for the balance of the term of the Agreement upon the terms, covenants and conditions set forth therein.

E. I will indemnify Company for and hold it harmless from and against any and all taxes which Company may have to pay and any and all liabilities (including judgments, penalties, fines, interest, damages, costs and expenses, including reasonable outside attorneys' fees) which may be obtained against, imposed upon or suffered by Company or which Company may incur by reason of its failure to deduct and withhold from the compensation payable under the Agreement, any amounts required or permitted to be deducted and withheld from the compensation under the provisions of the federal and applicable state income tax laws, the Federal Social Security Act, the applicable state unemployment insurance tax laws, and/or any amendments thereof and/or any other applicable statutes heretofore or hereafter enacted requiring the withholding of any amount from the compensation of an employee.

F. If Company shall serve Lender with any notices, demands or instruments relating to the Agreement, or to the rendition of my services thereunder, service upon Lender shall also constitute service upon me.

G. For purposes of any and all Workers' Compensation statutes, laws, or regulations ("Workers' Compensation"), I acknowledge that an employment relationship exists between Company and me, Company being my special employer under the Agreement. Accordingly, I acknowledge that in the event of my injury, illness, disability, or death falling within the purview of Workers' Compensation, my rights and remedies (and those of my heirs, executors, administrators, successors, and assigns) against Company or Company's affiliated companies and their respective officers, agents, and employees (including, without limitation, any other special employee and any corporation or other entity furnishing to Company or an affiliate company the services of any such other special employee) shall be governed by and limited to those provided by Workers' Compensation.


Jeff Tremaine

(S.S.#: _____)

EXHIBIT "A": STANDARD TERMS AND CONDITIONS (OFF-LO)

This Exhibit "A" is attached to and made part of the deal terms ("Deal Terms") agreed to as of August 11, 2009 between New Remote Productions Inc. ("Company"), on the one hand, and Dickhouse Entertainment Inc. (d/b/a Dickhouse Productions) ("Lender"), for the services of Jeff Tremaine ("Artist"), on the other hand, in connection with the television project currently referred to as "Ridiculousness" ("Project"). If the Deal Terms apply to more than one television program (e.g., a pilot, presentation and/or series, and/or separate episodes of a series, etc.), then as used below, the term "Project" shall be deemed to include all such programs collectively, as well as each such program individually, as context allows or requires. As used herein, the term "Agreement" shall jointly refer to the Deal Terms and these Standard Terms and Conditions, provided, however, that in the event of any disagreement between the Deal Terms and these Standard Terms and Conditions, the Deal Terms shall control, but only to the extent necessary to resolve the conflict.

1. SERVICES:

a. Lender hereby accepts the engagement under this Agreement and agrees to provide Artist's services as set forth herein. Lender and Artist agree that Artist shall render services conscientiously, shall devote Artist's time, attention, efforts, talents and abilities in accordance with the requirements of Company and shall comply with all of Company's instructions, directions and requests and all of the instructions, directions and requests of any other person(s) designated by Company. Lender and Artist agree that Company's decisions shall be final and controlling with respect to all matters relating to the rendition of Artist's services, including, without limitation, any and all business, production and creative matters, except as otherwise set forth in the Deal Terms. Artist's services shall be rendered for and as directed by Company at such places and on such locations as Company may from time to time designate. Time is of the essence in the performance of this Agreement by Artist. Lender shall furnish Artist's services hereunder as an independent contractor. Lender warrants that it is a duly organized and existing corporation presently in good standing which now has and will continue to have, while Artist renders services under this Agreement, a valid and legally enforceable employment agreement with Artist providing for such rights and remedies as may enable Lender fully to comply with all of its obligations hereunder; and that it is free to enter into this Agreement, to furnish to Company the services of Artist upon the terms and conditions set forth herein, to make the representations and warranties contained herein, and to grant the rights granted herein. Lender will discharge all obligations of an employer with respect to Artist's services hereunder pursuant to any present or future statute, law, ordinance, regulation or order, including, but not limited to, payment of compensation and payroll taxes, making of all deductions and withholdings required by law, timely filing of all reports and returns required by any governmental or other applicable authority, and carrying of workers' compensation insurance and any other insurance which may be required by law. Lender shall indemnify and hold harmless Company, its shareholders, directors, officers, employees, agents, representatives, successors, licensees and assigns, and each of them, from and against any loss, cost, claim or expense incurred by reason of its failure to comply with this Section 1.a. or otherwise in connection with the failure to fulfill any obligations of an employer, and defend, at Company's request, any and all claims pertaining thereto.

b. For purposes of any and all Workers' Compensation statutes, laws, or regulations ("Workers' Compensation"), Lender acknowledges that an employment relationship exists between Company and Artist, Company being Artist's special employer under the Agreement. Accordingly, Lender and Artist acknowledge that in the event of Artist's injury, illness, disability, or death falling within the purview of Workers' Compensation, Lender and Artist's rights and remedies (and those of Artist's heirs, executors, administrators, successors, and assigns) against Company or Company's affiliated companies and their respective officers, agents, and employees (including, without limitation, any other special employee and any corporation or other entity furnishing to Company or an affiliate company the services of any such other special employee) shall be governed by and limited to those provided by Workers' Compensation.

c. If, after the end of Artist's engagement hereunder, Company should require further services of Artist in the making of retakes, added scenes, cutting, editing, publicity interviews, stills or similar matters, Lender shall provide Artist to render such services, subject to Artist's professional availability, without additional compensation. If Artist is also rendering on-camera services or services in any other capacity(ies) not set forth in the Deal Terms, such shall be pursuant to separate contract(s) to be provided by Company and/or the production entity of the Project (if different), which Lender shall dutifully execute subject only to good faith negotiation as to form.

d. The number and starting date for production periods of the Project shall be as designated by Company. No additional payments shall be required in respect of services rendered at night, on weekends, on holidays or otherwise, or after the expiration of any particular number of hours in any day. Company shall have the right, without limitation, to intermingle production of episodes, to average work days and work weeks over the number of programs of the Project for which Lender is guaranteed payment (if any) and to combine programs and work periods.

2. RIGHTS:

a. Lender and Artist both agree that all results and proceeds of every kind of the services heretofore and hereafter to be rendered by Artist in connection with the Project, including, without limitation, all ideas, gags, suggestions, themes, plots, stories, characters, characterizations, dialogue, text, designs, graphics, titles,

drawings, artwork, digital works, songs, music, photography, video, film and other material, whether or not fixed or reduced to drawing or writing, at any time heretofore or hereafter created or contributed by Artist which in any way relate to the Project or to any of the material on which the Project will be based, whether or not actually used by Company in or in connection with the Project (collectively, the "Material"), are and shall be deemed to be works-made-for-hire specially ordered or commissioned by Company. Accordingly, Company is and shall be considered the author and, at all stages of completion, the sole and exclusive owner of the Material and all right, title and interest therein (collectively, the "Rights"). The Rights shall include, without limitation, all copyrights, neighboring rights, trademarks, patents and any and all other ownership and exploitation rights in the Material now or hereafter recognized in any and all territories and jurisdictions, including, by way of illustration, production, 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 the Material throughout the universe in perpetuity in all media, markets and languages and in any manner now known or hereafter developed or devised. If under any applicable law the fact that the Material is a work-made-for-hire is not effective to place authorship and ownership of the Project, the Materials and/or the Rights, and all rights therein, in Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to Lender and/or Artist under such applicable law, Lender and Artist hereby assign and transfer to Company the Rights and, in connection therewith, any and all right, title and interest of Lender and Artist in the Project and any other works now or thereafter created containing the Material.

b. Company shall have the sole and exclusive right to use, develop, market, sell, manufacture, exhibit, distribute, netcast, broadcast, license and/or otherwise exploit the Material, the Rights and the Project, in whole or in part, alone, or together or as part of other works of any kind or nature, throughout the universe in perpetuity in any and all media, platforms and formats now known or hereafter devised, alone, or together or as part of other works of any kind or nature including, without limitation, by all forms of graphic, audio, visual, textual, digital, multimedia and other distribution which are now known or may hereafter exist or be devised, including, but not limited to, all print, broadcast, cablecast, all forms and means of video and/or audio streaming, still or download, whether delivered to portable devices (including, without limitation, phones and PDAs), personal computers, set top boxes, televisions or other forms of hardware via broadcast, syndication, basic cable, pay television, satellite television, pay-over-the-air, closed circuit, hotel/motel, TVRO, SMATV, MDS, MMDS, DBS, video-on-demand, pay-per-view, datacasting, Internet protocol, wireless protocol, terrestrial radio, satellite radio, "high definition," superstation telecast, video cassette, compact disc, laser disc, DVD, CD, "Interactive Product" (as defined below) and moving picture rights; all allied, ancillary, subsidiary, commercial tie-in rights; and all rights in any and all other electronic means, methods or devices; and Company may otherwise exploit the Material, the Rights and the Project in such media, forms and for such uses throughout the universe in perpetuity as

Company deems desirable or appropriate. Company will have the sole and exclusive right to authorize others to exercise any and/or all of the rights granted to Company under this Agreement, whether by license, sublicense, assignment or otherwise. Subject to any contrary terms of the Deal Terms, all revenues derived by Company from the use, exhibition, publication, distribution, transmission, licensing, display or other exploitation of the Material, the Rights and/or the Project shall be the sole and exclusive property of Company and neither Lender nor Artist shall have any interest in or to any such revenues. For the purposes of this Agreement, "Interactive Products" shall mean multimedia and/or interactive products, motion pictures and/or programs delivered optically, electronically or otherwise through any form, medium or technology currently existing or hereafter developed including, without limitation, all optical forms of delivery such as video game forms and platform formats (including further, without limitation, arcade games), computer floppy discs, CD-ROM, CD, DVD and virtual reality, and all other electronic devices and forms of delivery.

c. Lender and Artist hereby grant Company the right to change, add to, take from, translate, reformat or reprocess the Material in any manner Company may in its sole discretion determine. To the fullest extent allowable under any applicable law, Lender and Artist hereby irrevocably waive or assign to Company the benefits of any provision of law known as "droit moral," "moral rights" or any similar rights or principles of law in any country of the world which Lender and/or Artist may now or later have in the Material, and agrees not to institute or permit any action or lawsuit on the ground that the Project or any other production based upon the Material constitutes an infringement of Lender or Artist's droit moral or is in any way a defamation or mutilation of the Material or any part thereof, or contains unauthorized variations, alterations, modifications, changes or translations. Lender and Artist expressly acknowledge that many parties will contribute to the Project and other works that will embody all or part of the Material or the Rights. Accordingly, if under any applicable law the above waiver or assignment by Lender or Artist of "moral rights" or "droit moral" is not effective, then Lender and Artist agree to exercise such rights in a manner that recognizes the contribution of, and will not have a material adverse effect upon, such other parties.

d. Company, Lender and Artist acknowledge and agree that the sums paid to Lender pursuant to the Agreement are in consideration of, and constitute equitable remuneration for, the rental right included in the Rights. If, under the applicable law of any territory or jurisdiction, any additional or different form of compensation is required to satisfy the requirement of equitable remuneration, then it is agreed that the grant to Company of the rental right nevertheless shall be fully effective, and Company shall pay Lender such compensation or, if necessary, the parties shall in good faith negotiate the amount and nature thereof in accordance with applicable law. Since Company already has paid or agreed to pay Lender equitable remuneration for the rental right, and Lender and Artist hereby assign to Company all compensation for the rental right payable or which may become payable to Lender or Artist on account or in the nature of a tax or levy, through a collecting society or otherwise. Lender and

Artist shall cooperate fully with Company in the collection and payment to Company of such compensation. Further, since under this Agreement Company has already paid or agreed to pay Lender full compensation for all services rendered and rights granted by Lender and Artist hereunder, Lender and Artist hereby assign to Company all other compensation payable or which may become payable to Lender and/or Artist on account or in the nature of a tax or levy, through a collecting society or otherwise, under the applicable law of any territory or jurisdiction, including, by way of illustration only, so-called blank tape or similar levies. Lender and Artist shall cooperate fully with Company in connection with the collection and payment to Company of all such compensation. Lender and Artist agree on their own behalf and on behalf of Lender's successors and assigns and Artist's heirs, executors, administrators and assigns, not to institute, support, maintain or authorize directly or indirectly any litigation or proceedings instituted or maintained on the ground that Company's (or its licensee's, assignee's or designee's) exercise of the rights granted Company in the Project in any way constitutes an infringement or violation of any such rental or lending right as aforesaid.

e. In addition, and without limiting any of the foregoing, Lender and Artist are aware and hereby acknowledge that new rights to the results and proceeds of Artist's services hereunder may come into being and/or be recognized in the future, under law and/or in equity (collectively, the "New Exploitation Rights"), and that new (and/or changed) technology, uses, media, formats, modes of transmission, and methods of distribution, dissemination, exhibition or performance (collectively, the "New Exploitation Methods") are being and inevitably will continue to be developed in the future, which would offer new opportunities for exploiting such results and proceeds. Lender and Artist intend to and do hereby assign, grant and convey to Company, any and all such New Exploitation Rights and New Exploitation Methods with respect to such results and proceeds.

3. **NAME AND LIKENESS:** Company shall have the perpetual, irrevocable and nonexclusive right to use, and authorize others to use, Lender's name and Artist's name, voice, likeness and biographical information pertaining to Artist in connection with the Rights granted hereunder and for advertising, publicity, marketing, promotional and commercial tie-in purposes in connection with the Project and/or any other motion picture or other works based upon the Project, the Materials and/or the Rights, all allied, ancillary and subsidiary rights therein and thereto (including, without limitation, merchandising and commercial tie-in rights and over the Internet), or any other use of the Project, as well as in or in connection with promotional materials for MTVN and/or its programming services and other affiliates, other MTVN programs and for the institutional purposes of the cable industry generally, in any and all media now known or hereafter devised.

4. **PROMOTION:**

a. Lender shall cause Artist to make promotional appearances on behalf of the Project, Company and/or any entity related to Company or the Project, if requested by Company.

b. Company may take promotional, "behind-the-scenes" type footage and stills relating to the Project, and Lender and Artist consent to the use of Lender's name and Artist's name, voice, likenesses and biography in connection with such footage and stills for no additional compensation and Company shall have the unrestricted right to use such footage and stills for promotional and/or other commercial purposes related to the Project to the same extent set forth in Section 3 of these Standard Terms.

5. **REPRESENTATIONS AND WARRANTIES:**

a. Lender and Artist each individually, as well as both jointly and severally, represent and warrant that: Lender is free to enter into this Agreement and is not (and will not be) subject to any conflicting obligations or disability that would prevent or interfere with the execution and performance of this Agreement by Lender and/or Artist; neither Lender nor Artist has undertaken and shall not undertake any obligation to any person, firm or corporation that would conflict with, interfere with or derogate from the rights granted to Company or the obligations incurred by Lender and/or Artist under this Agreement; neither Lender nor Artist has made nor will make any grant or assignment that would conflict with or impair the complete enjoyment of the rights and privileges granted to Company under this Agreement; all writings, material, results and proceeds and contributions of Lender and Artist (including, without limitation, the Material) are and shall be wholly original with Lender and/or Artist and are not and shall not be copied in whole or in part from any other work or based in whole or in part on the life of any real person; none of the Material shall defame or disparage any person or entity or infringe upon or violate the rights of privacy, publicity, copyright or any other statutory or common law rights of any kind or nature whatsoever of any person, firm or entity; and the Material, Lender's performance and Artist's services are not and shall not be the subject of any lien, encumbrance, claim, litigation or arbitration, whether pending, suspected or threatened.

b. Lender and Artist each individually, as well as both jointly and severally, agree to defend, indemnify and hold harmless Company and its licensees, successors and assigns, and its and their respective officers, directors, shareholders, employees, representatives and agents, and any person(s) or entity(ies), in whole or in part, owning, financing, producing, distributing and/or otherwise exploiting the Project, the Materials and/or the Rights, and all principals of each of the foregoing, and each of them (collectively, "Affiliates"), from and against any and all claims, liabilities, losses, judgments, damages, costs and expenses (including, without limitation attorneys' and accountants' fees and costs and court costs, whether or not in connection with litigation) (collectively, "Damages(1)") arising out of, resulting from, based upon or incurred because of or in connection with (i) a breach or otherwise arising out of any claim which, if true, would constitute such a breach of any of Lender and/or Artist's representations, warranties or obligations contained in this Agreement; (ii) the malfeasance and/or negligence and/or other tortious acts or omissions committed by Lender, Artist and/or any agent, employee, guest or invitee of Lender and/or Artist; and/or (iii) any acts by Lender and/or Artist outside of the scope of their engagement hereunder

or contrary to Company's instructions in connection with the occurrence giving rise to such Damages(1). Company may compromise or settle any such claim made by a third party upon such terms as Company may determine.

6. DEFAULT, DISABILITY AND FORCE MAJEURE:

a. An event of "disability" shall be deemed to exist under this Agreement if Artist becomes incapacitated or prevented from fully performing any of Artist's obligations under this Agreement by reason of Artist's illness or mental, physical or other disability or disfigurement. Company may require Artist to submit to medical examination(s) to be conducted by such physician(s) as may be designated by Company to determine the extent of Artist's disability.

b. An event of "default" shall be deemed to exist under this Agreement if at any time: (i) Lender or Artist breaches any representation, warranty, obligation, covenant or provision in this Agreement, (ii) Lender or Artist fails, refuses or neglects or at any time Company is notified by or on behalf of Lender or Artist (including by a representative) that Lender and/or Artist intend(s) to fail, refuse or neglect, to report or render services to the full limit of Lender and Artist's ability as, when and where required hereunder, or to comply fully with any of Lender and/or Artist's obligations under this Agreement as required by Company, or (iii) Lender or Artist fails to confirm by notice within one (1) business day after Company requests in writing that Lender or Artist give such confirmation, that Lender and Artist will perform fully under this Agreement. A "default" shall include any event of disability occasioned as a result of Artist's use of alcohol or of any drug or controlled substance.

c. An event of "force majeure" shall be deemed to exist under this Agreement if Company's general business operations and/or Company's production or distribution operations and/or the operations of any licensee of the Project and/or any normal transmission or distribution operations for the Project are impaired, hampered, interrupted, prevented, suspended, postponed or discontinued, including, without limitation, by reason of any war, riot, fire, earthquake, casualty, accident, labor controversy, governmental order or regulation, judicial order (whether imposed on an industry-wide basis or affecting only Company, the Project and/or the licensee(s) of the Project), act of God, all other events customarily included as events of force majeure in the U.S. television industry and/or any other similar or dissimilar occurrence beyond Company's control.

d. If any event of disability, default or force majeure occurs at any time during the term of this Agreement, then notwithstanding anything to the contrary contained in this Agreement, Company shall have the right to suspend the term of Lender's engagement of Artist under this Agreement. No compensation shall accrue or be payable to Lender under this Agreement during any such period of suspension. Company's payment of compensation to Lender during any period of suspension shall not be deemed a waiver by Company of any of its rights under this Agreement, and Company may apply such payment(s) against any compensation accruing or coming due to

Lender pursuant to this Agreement. Any suspension under this Agreement shall continue until Company's notice to Lender ending the suspension or until the cause of such suspension shall have ceased to exist, whichever first occurs, and, with respect to a suspension for disability or default, until Lender has caused Artist to report to Company ready, willing and able to perform all of Artist's obligations hereunder. Notwithstanding the foregoing, any period of suspension may, at Company's election, be extended to include such period of time as may be required by Company to make preparation for the utilization or resumption of Artist's services. Lender shall cause Artist to resume rendering services upon such date following the lifting of any suspension as Company may designate. If the period of any suspension under this Agreement shall include a starting date previously designated by Company, then Company may, at Company's election, cancel and/or postpone such starting date. During any period of suspension neither Lender nor Artist shall render services for any other person or on either Lender or Artist's own behalf.

e. If Lender and/or Artist is/are in default under this Agreement, Company shall have the right at Company's election to terminate this Agreement either during the continuance of such default or within a reasonable time thereafter (whether or not Company has first suspended Lender or Artist). In the event of Artist's disability, Company shall have the right, at Company's election, to terminate this Agreement at any time after the continuance of such disability for three (3) consecutive business days or for an aggregate of five (5) business days during any production period, or immediately in the event of death. In the event that any period of force majeure continues for more than two (2) weeks, Company shall have the right, at Company's election, to terminate this Agreement. In the event of any termination of this Agreement, Company shall be relieved of any and all further obligations to Lender or Artist under this Agreement, except that termination for any reason other than for default by Lender or Artist shall not relieve Company of its obligation to pay all accrued compensation to Lender with respect to periods for which Artist completed all services prior to such termination. Company's rights under this Agreement (including, without limitation, its termination and suspension rights) are in addition to any other rights or remedies available to Company, whether at law, in equity or otherwise.

7. EQUITABLE REMEDIES: The rights and services which are the subject matter of this Agreement are of a special, unique, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law and which would cause Company great irreparable injury and damage. Accordingly, Company shall be entitled to injunctive relief, specific performance and other equitable relief to preserve its rights and interest in and to such rights and services as are set forth herein. This provision shall not, however, be construed as a waiver of any rights Company may have for damages or otherwise arising from any breach of this Agreement. Lender and Artist agree that Lender and Artist's sole remedy in the event of any default or breach of the Agreement by Company (including, but not limited to, the failure to pay any sums which may be due Lender,

and/or to comply with any credit provisions hereunder) shall be an action at law against Company to recover monetary damages actually suffered, if any (but no special, consequential or punitive damages). Specifically, Lender and Artist agree that neither Lender nor Artist shall have any right to enjoin the distribution or exhibition of the Project, any other motion picture or other work based upon the Project, the Materials and/or the Rights, or to terminate or rescind any of the rights, releases or privileges granted hereunder to Company, or to obtain any other form of equitable or injunctive relief, any right to which Lender and Artist irrevocably waive. At all times, Company shall have all rights and remedies which it has at law or in equity pursuant hereto or otherwise, all of which rights and remedies shall be construed as cumulative.

8. PAYMENTS:

a. All payments to be made by Company hereunder are subject to the full and faithful performance and observance by Lender and Artist of Lender and Artist's services and other obligations hereunder. It is expressly understood and agreed that should Company for any reason whatever fail to make any such payment as herein provided, then Company shall not be deemed in default hereunder unless and until following such failure the payee shall have given Company written notice demanding such payment and Company shall have failed to make such payment within thirty (30) days after Company's receipt of said notice. In any event, Company's liability for any such default and Lender and Artist's rights and remedies therefor shall be limited as set forth in Section 7, and in no event shall any of the rights acquired or to be acquired by Company hereunder be affected or impaired.

b. If the compensation provided by this Agreement shall exceed the amount permitted by any present or future law or governmental order or regulation, such stated compensation shall be reduced while such limitation is in effect to the amount which is so permitted; and the payment of such reduced compensation shall be deemed to constitute full performance by Company of its obligations hereunder with respect to compensation for such period.

c. Company may deduct and withhold from compensation due Lender to the extent permitted by law, any dues, fees, or assessments payable by Lender or Artist to any labor organization having jurisdiction over this Agreement, provided the amounts owed to Company by Lender or Artist in connection with this Agreement or otherwise and/or all amounts so deducted and withheld are remitted to such labor organization as may be entitled thereto. Company may deduct and withhold from Lender's compensation all amounts to be deducted or withheld pursuant to any present or future statute, ordinance, law, order, regulation, judgment or decree requiring the withholding of compensation.

9. NO OBLIGATION TO PROCEED: Failure of Company actually to use the services of Artist, in whole or in part, shall not be deemed a breach of this Agreement by Company, and in any such event, neither Lender nor Artist shall be entitled to any damages by reason thereof; provided, however, that if Lender and Artist shall fully and

faithfully perform and observe all of the terms and conditions of this Agreement, such failure shall not relieve Company of its obligation to pay Lender the guaranteed compensation provided for in the Deal Terms (if any), subject, however, to any other provisions of this Agreement relieving Company of its obligations hereunder (e.g., default, disability or force majeure). Without limiting the foregoing, it is understood that Company shall have the unqualified right at all times to engage other artists, employees and consultants to work on the Project. Further, Lender and Artist acknowledge and agree that Company shall not be obligated to develop, produce, exhibit, distribute, advertise or otherwise exploit the Project, the Materials and/or the Rights, or otherwise exploit any of the rights granted to Company hereunder.

10. PUBLICITY: All publicity, paid advertisements, press notices, interviews and other information with respect to the Project shall be under Company's sole control and all information pertaining to the Project, the Material, Lender and Artist's duties and obligations pursuant to this Agreement, the terms of this Agreement and all business and activities of Company, its related and affiliated entities and all of its employees and agents, shall be kept strictly confidential by Lender and Artist and neither Lender nor Artist shall issue nor consent to, nor authorize any person or entity to release any such information, without Company's express prior written approval in each instance. Under no circumstances shall Lender or Artist, or any person or entity on Lender or Artist's behalf use or employ any of the names, marks or logos of MTV or any other MTV Networks or Viacom entity for any purpose without the prior, express, written permission of MTV Networks.

11. SCREEN AND ADVERTISING CREDIT: Artist shall be accorded credit only if provided for in the Deal Terms or in an applicable and binding collective bargaining agreement and only if Artist has performed all services called for by this Agreement. The obligation to accord Artist credit in paid advertisements, if any, shall apply only to the so-called "billing block" portion of paid advertisements issued by Company or under its direct control relating primarily to the Project and shall in no event apply to any of the following "Excluded Ads": so-called "teaser" or "special" advertising, publicity and/or exploitation relating to the Project or to the material upon which the Project is based, any members of the cast, the authors, directors, producers or similar matters; so-called "trailers" or other advertising (including promotional films) on the screen or by radio or television; institutional, group or list advertising; other advertising not relating primarily to the Project; narrative form; credits on the screen at the end of the Project; newspaper or other periodical advertisements of 1200 lines or less; by-products, record album jackets and similar packaging, merchandising products or commercial tie-ups; or advertising of such nature that Artist has not granted consent to the use of Artist's name in connection therewith. Any references in the Deal Terms to "size," however stated, whether as a percentage or otherwise, shall mean height. Except as specified specifically to the contrary in the Deal Terms, all matters relating to credit (such as size, style of type, placement, color, etc.) shall be at Company's sole discretion, and notwithstanding anything to the contrary in

said Deal Terms or elsewhere in this Agreement: (i) there shall be no obligation whatsoever to accord Artist credit of any kind in any so-called "Award Ads" (including consideration, nominations or congratulations for an award) relating to any other person or entity involved in the Project; and (ii) no so-called "presentation" or production credit shall be deemed granted to Lender or Artist.

12. **MORALS:** If Artist should, prior to or during the term of this Agreement, commit any criminal offense or any act that brings Artist into public disrepute, scandal, contempt or ridicule or that shocks, insults or offends a substantial portion or group of the community or reflects unfavorably on Artist or Company in a significant and material way, or any licensee, sponsor or advertising agency of the Project, or any affiliated entity of Company, then Company may, in addition to and without prejudice to any other remedy of any kind or nature set forth in this Agreement, terminate or suspend this Agreement at any time within ninety (90) days after Company first learns of the occurrence of any such event.

13. **INSURANCE:** Company may secure life, health, accident, cast or other insurance covering Artist and/or others, and Artist shall not have any right, title or interest in and to such insurance. Lender shall cause Artist to submit to usual and customary medical examinations and will sign such applications and other documents and cooperate with Company's requirements and policies, all as may be required by Company for Company's insurance purposes (including self-insurance). In the event any examination establishes a doubt as to Artist's physical ability to complete Artist's services under this Agreement, or if Artist fails to appear for such examination at the time and place designated, Company may terminate this Agreement; and, moreover, in the event cast insurance covering Artist cannot be obtained for normal premiums and without substantial exclusions, Company may terminate this Agreement.

14. **PLUGS:** Lender and Artist acknowledge that it is a crime under Section 507 of the Federal Communications Act for any person in connection with the production or preparation of any program intended for broadcasting to accept or pay any money or provide any service or other valuable consideration for the inclusion of any matter as a part of any such program without disclosing the same to the employer of the person to whom such payment is made or to the person for whom such program is being produced. Lender and Artist further acknowledge that it is Company's policy not to permit any employee to accept or pay any such consideration, and Lender and Artist represent that neither Lender nor Artist has and will not accept and have not and will not pay any money or provide services or other valuable consideration for the inclusion of any "plug," reference or product identification or of any other matter in the Project or any other production based on the Project.

15. **ASSIGNMENT:** Company may transfer and assign this Agreement or all or any of its rights or privileges hereunder, and/or delegate all or any of its obligations hereunder, and/or lend any of Artist's services under this Agreement to any person or entity, in which event Company shall be released and discharged from all of its

obligations hereunder and Lender and Artist shall look solely to such assignee or delegee, as the case may be, for performance thereof. Neither Lender nor Artist may assign this Agreement or any rights hereunder, in whole or in part, except with Company's prior written approval, and any such purported assignment shall be null and void.

16. **ADDITIONAL DOCUMENTS:** Upon request by Company, Lender and Artist shall duly execute, acknowledge and deliver to Company, or cause to be executed, acknowledged and delivered to Company, in form approved by Company, any and all further assignments, instruments or documents consistent herewith that Company may deem necessary, expedient or proper to carry out and effectuate the purposes and intent of this Agreement. Lender and Artist hereby irrevocably appoint Company as Lender and Artist's attorney-in-fact to execute any such documents in the event Lender or Artist fails to within five (5) business days from receipt of Company's request to do so, unless a shorter time is required by Company, which appointment shall be a power coupled with an interest, with full rights of substitution and delegation. Company shall have the right to record the same in the United States Copyright Office or elsewhere as Company may determine.

17. **WORK PERMITS; VISAS:** Lender and Artist represent and warrant that Artist has obtained and will maintain at all times during which this Agreement is in effect, any and all passports, visas, work permits, immigration clearances and all other clearances and permits necessary to enable Artist to perform Artist's duties hereunder in the jurisdictions in which services are contemplated (collectively, "Clearances"). Such Clearances shall be valid and effective during the period of production of the Project in all such jurisdictions, and Lender and Artist's obtaining and maintaining such Clearances shall be a condition subsequent to Company's obligations hereunder.

18. **CONTROLLING LAW:**

a. **THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO AND FULLY TO BE PERFORMED THEREIN; THE PARTIES CONSENT AND AGREE TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS HAVING JURISDICTION OVER NEW YORK COUNTY, NEW YORK, WITH RESPECT TO ANY ACTION THAT ANY PARTY DESIRES TO COMMENCE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY BREACH OR ALLEGED BREACH OF ANY PROVISION OF THIS AGREEMENT; AND ALL PARTIES WAIVE ANY OBJECTION AS TO IMPROPER VENUE OR THAT ANY STATE OR FEDERAL COURT OF NEW YORK IS AN INCONVENIENT FORUM.**

b. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and in the event of any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail and the provision of this Agreement affected thereby shall be

modified only to the extent necessary to bring it within legal requirements, such provision shall be deemed stricken and severed from this Agreement and the remaining terms of this Agreement shall continue in full force and effect.

19. **NOTICES:** All notices and payments hereunder shall be given in writing either by personal delivery or by telegram, cable or mail (postage prepaid) to the party at the applicable address(es) set forth in the Deal Terms, or to such other address(es) as either party may designate from time to time in writing. The date of personal delivery, facsimile (receipt confirmed) or cable (receipt confirmed), or the date which is three (3) business days following the date of mailing, as applicable, shall be deemed the date of service or delivery.

20. **MISCELLANEOUS:** If any one or more of the provisions contained in the Deal Terms and/or these Standard Terms and Conditions shall for any reason in any jurisdiction be held excessively broad as to time, duration, geographical scope, activity or subject, it shall be construed, by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law of such jurisdiction as it shall then appear. No waiver by Company of any failure to perform under this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other obligation. No officer, employee or representative of Company has any authority to make any representation or promise in connection herewith or the subject matter hereof which is not contained herein, and neither Lender nor Artist has executed this Agreement in reliance upon any such representation or promise. Any and all rights granted to Company shall inure not only to Company's benefit but also to the benefit of all persons and entities that may hereafter acquire from Company any right to produce, distribute, transmit, exhibit and/or otherwise exploit any of Company's motion pictures or other products, and such may be released under any company or trade name, brand, producing mark, trademark or characteristic desired by Company and/or its assignees or licensees. The rights granted to Company hereunder are in addition to any rights Company may have as a member of the public. Neither expiration nor termination of this Agreement for any reason shall affect Company's ownership of the rights granted or agreed to be granted by Artist hereunder or alter any of the rights or privileges of Company or any of Lender or Artist's representations, warranties, indemnities or undertakings. The headings of paragraphs, subparagraphs, sections and other subdivisions of this Agreement are for convenient reference only, and they shall not be used in any way to govern, limit, modify or construe this Agreement or any part or provision thereof or otherwise be given legal effect. The obligations and liability of Lender and Artist under the Agreement shall be joint and several, and a breach by one shall be considered a breach by the other.

21. **UNION/GUILD JURISDICTION; RESIDUALS:** The services of Artist in connection with the Project shall not be rendered pursuant to the terms of or under the jurisdiction of any guild or union collective bargaining agreement, and Lender and Artist acknowledge that Company is not signatory to any such agreement. Notwithstanding the

foregoing, if this Agreement ever becomes subject to any applicable guild or union agreement ("Guild Agreement"), Company shall have the right to receive the maximum benefits (or, if Company elects, at any time to increase the compensation and receive the maximum benefits) of such Guild Agreement for Artist's compensation level. In such case, Company shall pay on Artist's behalf any applicable pension, welfare and other fringe payments that Company may be required to pay by virtue of any such Guild Agreement for the portion of compensation Company has agreed herein to be allocated for Artist's services covered by such Guild Agreement, and the balance of compensation shall be deemed to be for Artist's other services to be furnished hereunder, if any; provided that in no event shall such amount exceed the amount that Company would be required to pay if Artist were a direct employee of Company. To the extent allowed by the Guild Agreement, any compensation paid hereunder in excess of the minimum required by any such Guild Agreement shall be considered as prepayment and in reduction of any further amounts otherwise required to be paid pursuant to said Guild Agreement, including, without limitation, by way of overtime, penalties, work on 6th and 7th days and holidays, as well as for residuals, reuse payments, supplemental market payments and other additional or premium compensation, and the same shall be fully creditable against the balance of the compensation payable to Lender hereunder. Subject to the foregoing provisions of this Section 21, all payments made hereunder shall be for a complete buyout of all rights throughout the universe in perpetuity in all media now known or hereafter devised, and no other payments shall be owed.

RIDER TO STANDARD TERMS AND CONDITIONS (OFF-LO)

This Rider is attached to and made part of the deal terms ("Deal Terms") agreed to as of August 11, 2009 between New Remote Productions Inc. ("Company"), on the one hand, and Dickhouse Entertainment Inc. (d/b/a Dickhouse Productions) ("Lender"), for the services of Jeff Tremaine ("Artist"), on the other hand, in connection with the television project currently referred to as "Ridiculousness" ("Project"). The terms below modify the terms of "Exhibit A": Standard Terms and Conditions (OFF-LO) ("STCs") as indicated. Paragraph numbers correspond to those set forth in the STCs.

1. SERVICES:

a. In the second sentence, the word "reasonable" is inserted before the word "requirements" and before each of the two instances of the word "Instructions."

At the start of the third sentence, the following is added: "Subject to Lender and Artist's approval rights as set forth in the Deal Terms,".

In the fourth sentence, the word "reasonable" is also inserted prior to the words "places" and "locations," and the word "reasonably" is inserted prior to the word "designate."

In the seventh sentence, the word "material" is inserted before the word "obligations".

The last sentence of the paragraph is deleted in its entirety, as a result of the indemnities set forth therein already being contemplated by Section 5.b of the STCs.

2. RIGHTS:

a. The phrase "Subject to Paragraph 24 of the Deal Terms," is added to the beginning of the paragraph.

In the first sentence between the word "Project" and the parenthetical "(collectively, the 'Material')", add the following: "other than material supplied by Company or material in the public domain".

b. The phrase "Subject to the Deal Terms," is added to the beginning of the paragraph.

3. **NAME AND LIKENESS:** At the commencement of the Paragraph, the phrase, "Subject to the applicable Deal Terms," is added.

The word "approved" is inserted before "biographical" and the following is added to the end of the existing paragraph prior to the period:

"; provided, however, that neither Lender nor Artist shall be depicted as endorsing any product, commodity or service (other than Company, Company's related entities, the licensees of the Project and/or the Project itself) without Lender's prior written consent in each instance; provided, however, that the use of Lender or Artist's name in the billing block or other form of credit listing on a particular item of merchandise, commercial tie-in premium or the packaging for any of the foregoing shall not be deemed an endorsement. Lender shall have the right to provide the facts to be utilized in Artist's biography,

provided that Lender provides such facts within five (5) business days of Company's request therefor (reducible to three [3] business days if exigencies so-require). If Lender complies with the foregoing provision and provides sufficient facts for Company's use in the promotion and publicity of the Project, then Company shall use only said facts. If the biographical information is not supplied by Lender or such information as is supplied by Lender is insufficient, Company shall provide written notice thereof to Lender and if within three (3) business days after Lender's receipt thereof, Lender does not supply the additional requested information, Company may use such additional biographical information not supplied by Lender as may be required. If Company plans to use a non-photographic artistic rendering of Artist in connection with the Project, Lender shall have the right to supply the form of such artistic rendering ("Artist's Rendering") if Lender does so within five (5) business days of Company's request therefor (reducible to three [3] business days if exigencies so-require). Company shall have the right to refrain from using the Artistic Rendering if Company determines in its sole but good faith judgment that it is not of sufficient quality for Company's intended purpose or if Company determines that the Artistic Rendering is not appropriate for the type of use contemplated. Company shall not create (or authorize the creation of) merchandise containing Artist's name, voice and/or likeness in connection with any of the following categories: alcohol, tobacco, firearms, pharmaceuticals, personal hygiene products or political or religious products or services.

4. PROMOTION:

a.

The phrase "Subject to the Deal Terms," is added to the beginning of the paragraph.

The word "reasonable" is inserted before "promotional" and the following is added to the end of the existing paragraph prior to the period:

", subject to Lender and Artist's reasonable approval and then existing professional commitments. Company shall provide Artist, if required to travel in connection with such appearances, with the provisions set forth in Paragraph 23 of the Deal Terms."

b. The word "approved" is inserted before "biography."

5. REPRESENTATIONS AND WARRANTIES:

a. The paragraph is entirely replaced by the following:

"Lender and Artist each individually, as well as both jointly and severally, represent and warrant that: Lender is free to enter into this Agreement and is not (and will not be) subject to any known conflicting obligations or disability that would materially prevent or interfere with the execution and performance of this Agreement by Lender and/or Artist; neither Lender nor Artist has undertaken and shall not undertake any obligation to any person, firm or corporation that would materially conflict with, interfere with or derogate from the rights granted to Company or the obligations incurred by Lender and/or Artist under this Agreement; neither Lender nor Artist has made nor will make any grant or assignment that would materially conflict with or impair the complete enjoyment of the rights and privileges granted to Company under this Agreement; all of Lender's and Artist's writings, material, results and proceeds and contributions (including, without limitation, the Material) (except to the extent based upon assigned material from Company, or, in minor part, material in the public domain throughout the universe) are and shall be wholly original with Lender and/or Artist and are not and shall not be copied in whole or in part from any other work or based in whole or in part on the life of any real person, except as approved in advance in writing by Company or to the extent that actual lives or life stories of real people are featured in the Program; to the best of Artist's knowledge (in the exercise of reasonable prudence), none of the Material shall defame or disparage any person or entity or infringe upon or violate the rights of privacy, publicity, copyright or any other statutory or common law rights of any kind or nature whatsoever of any person, firm or entity (provided that the foregoing shall not apply to third party claims from non-professional performers actually appearing in the Program); and the Material, Lender's performance and Artist's services are not and shall not, to the best of Lender and Artist's knowledge in the exercise of reasonable prudence, be the subject of any lien, encumbrance, claim, litigation or arbitration, whether pending, suspected or threatened.

- b. In the first sentence, the word "defend," is deleted and the phrase "reasonable, outside" is inserted in front of "attorneys' and accountants' fees."

The following clause is deleted: "or otherwise arising out of any claim which, if true, would constitute such a breach of".

In the last sentence, the word "determine" is replaced with the following:

"deem reasonable for payment unless Lender furnishes Company with a surety bond or letter of credit in such form and in an amount and by a surety or financial institution reasonably satisfactory in all respects to Company's Legal Department for the payment to Company covering such Damages. Company shall defend, indemnify and hold Lender and Artist harmless against any and all claims, liabilities, losses, judgments, damages, costs and expenses (including, without limitation, reasonable

outside attorneys and accountants' fees and court costs, whether or not in connection with litigation (collectively, "Damages(2)") arising out of any claim or legal action in respect of material furnished, added to or interpolated by Company in the Material or Project, or arising out of the development, production, distribution and/or other exploitation of the Project; provided, however, that the foregoing defense and indemnification shall not apply to any Damages(2) arising out of or resulting from (i) any breach of Lender and/or Artist's representations, warranties or agreements; any acts by Lender and/or Artist outside of the scope of Lender and Artist's engagement hereunder or contrary to Company's instructions in connection with the occurrence giving rise to such Damages(2); or (iii) malfeasance and/or gross negligence and/or other intentional tortious acts or omissions committed by Lender and/or Artist or any agent, employee, guest or invitee of Lender and/or Artist. Any indemnified party shall have the right to engage its own counsel at its own expense".

6. DEFAULT, DISABILITY AND FORCE MAJEURE:

- a. In the first sentence, the word "material" is inserted in front of "obligations."

Between "may" and "require" in the second sentence the phrase ", at Company's expense," is inserted.

The following sentence is added to the end of the paragraph:

"Artist may have his or her own physician present at any such examination(s) at Lender and Artist's sole expense, provided that the presence of such own physician does not unduly delay or interfere with such examination(s)."

- b. In the first sentence, the word "material" is inserted prior to the words "obligation", "covenant", "provision", "services" and "obligations" and the word "reasonably" is inserted prior to each of the two instances of the word "required".

The following sentence is added to the end of the paragraph:

"Company may not suspend or terminate this Agreement for the reasons specified in clause (i) or (ii) above without first giving Lender written notice of the alleged default and two (2) business days within which to cure such default (if curable)."

- c. The word "materially" is inserted prior to "impaired".
- d. In the first sentence, the phrase "upon written notice" is inserted after "have the right" and the following is added to the end of the sentence but prior to the period:

", but only after providing Lender or Artist two (2) business days to cure if the suspension is due to default (if curable)".

In the fifth sentence, "reasonably" is inserted before "required" and the following is added to the end of the

sentence but prior to the period: ", but not to exceed one (1) extra week".

In the eighth sentence, the phrase "for disability or default" is added after "period of suspension".

The following sentences are added to the end of the paragraph:

"During any period of suspension due to force majeure other than for a strike or other labor action, Lender shall have the right to provide Artist to render services for third parties, subject to recall by Company on forty-eight (48) hours notice. Notwithstanding anything to the contrary above, if the suspension of Artist hereunder is lifted, Artist shall not again be suspended due to the same on-going event which originally caused suspension of Artist, e.g., if Company suspends Artist because a fire destroys a particular location on which the Project was being taped or filmed (as applicable) and then lifts such suspension, Company may not again suspend Artist because of the same fire destroying the same location but if a second fire destroys the same or a second location, Company may suspend Lender and Artist because of such second fire. Notwithstanding anything to the contrary contained herein, Artist's services on the Project shall not be suspended for a force majeure event unless all other personnel engaged on the Project with the same job title or a lesser title (other than the line producer) also have been suspended. Furthermore, if any person with the same or a lesser job title as Artist's (other than the line producer) who was also suspended for force majeure is reinstated to the Project within two (2) years of the effective date of such suspension, so too shall be Artist; provided, however, that if such reinstatement occurs more than ninety (90) days after the commencement of Artist's suspension for force majeure, Artist's continuing services as provided by Lender shall be subject to Lender's then-existing professional contractual obligations for Artist. Furthermore, if Artist is suspended for force majeure but the Project recommences production within two (2) years of the effective date of such suspension, Artist shall be reinstated on the Project pursuant to the remaining terms hereof; provided, however, that if such reinstatement occurs more than ninety (90) days after the commencement of Artist's suspension for force majeure, Artist's continuing services as provided by Lender shall be as a non-exclusive consultant pursuant to the consultant terms and fee set forth in the Deal Terms, or if none are in the Deal Terms, pursuant to terms and conditions to be negotiated in good faith between Company and Lender in accordance with Company's usual parameters for project consultants.

e. In the first sentence, the phrase ", and upon written notice," is inserted after the word "election" and the following is added to the end of the sentence after the parenthetical but prior to the period:

", but only after providing Lender two (2) business days within which to cure such default (if curable)".

In the second sentence, the numbers "three (3)" and "five (5)" are replaced, respectively, by "five (5)" and "ten (10)".

In the third sentence, the number "two (2)" is replaced by "four (4)" and the following new sentences are added after the third sentence:

"In the event that any period of suspension for force majeure other than for a strike or other labor action continues for more than four (4) weeks without Company terminating this Agreement, Lender may provide written notice to Company of Artist's intention to terminate this Agreement. Company shall have five (5) business days from the receipt of such notice to either end the suspension and reinstate the Agreement and Artist's services hereunder, or allow Lender to terminate the Agreement, in which case both parties shall be released from any further obligation pursuant to this Agreement, except for matters customarily surviving such termination, such as warranties, representations, indemnities, grants of rights, Lender and Artist's waiver of injunctive and other equitable relief, previously-accrued payments, and with respect to Derivative Productions."

The end of the penultimate sentence is deleted after the phrase "completed all" and replaced by the following:

"required services prior to such termination nor of any of Company's indemnity, insurance or screen credit obligations."

The following sentence shall be added at the end of this Paragraph 6.e:

"Notwithstanding anything to the contrary contained herein, Artist's services on the Project shall not be terminated for a force majeure event unless all other personnel engaged on the Project with the same job title also have been terminated."

7. EQUITABLE REMEDIES: In the second sentence, the word "seek" is inserted before "injunctive."

8. PAYMENTS:

a. In the first sentence, the word "material" is inserted before the words "services" and "obligations".

The phrase "thirty (30) days" in the second sentence is replaced with "fifteen (15) business days".

b. the following shall be added to the end of Paragraph:

"; provided, however, that, upon the revocation of any such applicable future law or governmental order or regulation, Company promptly shall remit to Lender the difference between the stated compensation hereunder and the reduced compensation paid to Lender in accordance herewith."

c. In the first sentence, the following phrase is inserted after "over this Agreement", but before the comma: "after Lender has first been given the reasonable opportunity to make such payment directly".

9. NO OBLIGATION TO PROCEED: The word "material" is inserted before "terms and conditions" in the first sentence.

The words "and/or vested" are inserted between "guaranteed" and "compensation" in the first sentence and the following phrase is inserted directly after the word "compensation":

", or abide by the insurance, indemnity and credit obligations set forth in the Deal Terms,".

10. PUBLICITY: The following sentence is added to the end of the paragraph:

"Notwithstanding the preceding, Lender and Artist may, after the initial press release issued by Company for the Project, make incidental, non-derogatory, truthful reference to the Project and Artist's services in connection therewith in Artist's personal publicity and may reveal the terms of this Agreement to agents, managers, attorneys and other representatives of Lender and/or Artist who require such information."

11. SCREEN AND ADVERTISING CREDIT: In the first sentence, the word "material" is inserted before the word "services".

In the second sentence the following phrase is inserted after the phrase "and shall in no event":

"(Subject to Paragraph 7 of the Deal Terms)"

The following new sentence is inserted between the second and third sentences:

"Notwithstanding the foregoing, if any other producer of the Project is accorded credit in an Excluded Ad (other than a so-called "Award Ad" mentioning only that person), Artist will be included in such Excluded Ad as well."

The sentence "Any references in the Deal Terms to 'size,' however stated, whether as a percentage or otherwise, shall mean height." is changed to the following:

"Any references in the Deal Terms to 'size,' however stated, whether as a percentage or otherwise, shall mean height, width and thickness."

In the final parenthetical of the last sentence, the following is added just before the closing parenthesis: "in which only the honoree is mentioned".

Immediately before the period at the end of the last sentence the following phrase is added "except as specifically contemplated by Paragraph 7.b of the Deal Terms".

12. MORALS: THIS PARAGRAPH IS DEEMED DELETED ON A NON-PRECEDENTIAL BASIS.

13. INSURANCE: In the second sentence, the word "reasonably" is inserted before "required".

In the third sentence, the word "substantial" is inserted prior to "doubt".

The following sentences are added between the current second and third sentences:

"Artist may have his or her own physician present at any such examination at Lender and Artist's sole expense and subject to such physician not materially interfering with, preventing or delaying the examination. Company shall not have the right to terminate this Agreement if Lender promptly pays any premiums in excess of customary rates. Performer shall be entitled to receive copies of the results of any medical examination required hereunder upon written request therefor."

The following sentence is added to the end of the paragraph:

"Notwithstanding the preceding, Company shall not have the right to terminate this Agreement on the grounds of non-insurability during that particular production year of the Project once it has commenced principal photography of the Project for that production year. Company will cover Lender and Artist under any errors and omissions and comprehensive general liability insurance policies that Company may obtain for the Project, in connection with all of the acts and omissions of Lender and Artist within the course and scope of their engagement hereunder."

15. ASSIGNMENT: The following is added between "entity," and "in which" in the first sentence:

"provided that Company shall remain secondarily liable for Company's obligations hereunder unless such assignment or delegation is to a so-called "major" or "mini-major" motion picture distributor or television network, any similarly financially responsible party, or any party which substantially controls, is substantially controlled by or is under common control with Company or which through merger, consolidation or acquisition succeeds to substantially all of the assets of Company, and such assignee/deegee assumes in writing all of Company's obligations hereunder,"

The following is added to the end of the paragraph, before the final period:

"; provided, however, that on a one-time-only basis Lender may instruct Company to make any payments of compensation hereunder to a third party assignee, provided that (i) such instruction is in writing; and (ii) all services relating to such payments have been completed by Lender and Artist and Lender is entitled to receive such payments pursuant to the terms and conditions of this Agreement, and subject to Lender's prior delivery to Company of a written Notice and Agreement of Irrevocable Authority and Assignment, in form and substance reasonably acceptable to Company, signed by Lender and the assignee.

16. ADDITIONAL DOCUMENTS: In the first sentence, the word "reasonably" is inserted before the words "approved" and "necessary".

In the second sentence, the number "five (5)" is changed to "ten (10)", "reasonably" is inserted before "required" and the phrase "in writing" is inserted between "required by Company" and the comma thereafter.

The following sentence is added to the end of the paragraph:

"In the event that Company executes any such document on Lender and/or Artist's behalf, it shall provide Lender with an executed copy of such document, provided that an inadvertent failure to do so shall not be deemed a breach of this Agreement."

17. WORK PERMITS; VISAS: The following sentence is added to the end of the paragraph:

"Notwithstanding the preceding, Company will render all reasonable assistance within the scope of Company's actual experience and knowledge to aid Artist in coordinating with local authorities responsible for issuing or filing any of the Clearances which shall be at Company's expense."

20. MISCELLANEOUS: The first incidence of the word "Company" is replaced by "any party".

21. UNION/GUILD JURISDICTION; RESIDUALS: The following sentence is added to the end of the paragraph:

"In the event of any conflict between any mandatory term of the applicable Guild Agreement and this Agreement, the mandatory provision of the Guild agreement shall control and the Agreement shall be deemed modified to the extent necessary to bring it into compliance with such mandatory provision."

The following provision is added to the STCs:

"22. TRANSPORTATION AND LIVING EXPENSES: If not specifically provided for in the Deal Terms, and if Artist is rendering services at Company's specific request and direction at an overnight location more than fifty (50) miles away from Artist's permanent and then-current place of residence (if different), then Company shall provide Artist with, or reimburse Lender for, roundtrip transportation, hotel accommodations and a reasonable living expense, all subject to the further good faith negotiations of the parties within Company's customary parameters for agreements of this type and taking into account Artist's precedent for like-budgeted productions. Any such reimbursements may be subject to tax and other withholdings, and/or reported by Company to the IRS, if required by law."

**EXHIBIT "B": ADJUSTED GROSS RECEIPTS [NICKELODEON
DEFINITION]**

For the purposes of and subject to the terms of the Agreement between New Remote Productions Inc. (therein and herein, "Company"), on the one hand, and Dickhouse Entertainment Inc. (d/b/a Dickhouse Productions) (therein, "Lender" and herein "Participant"), on the other hand, to which this Exhibit "B" is attached, "Adjusted Gross Receipts" shall mean all non-returnable, nonrefundable revenues ("Gross Receipts") actually received by and/or credited and made unconditionally available to Company (and/or MTV Networks [or any affiliate thereof solely to the extent such affiliate is designated by MTV Networks to enter into license agreements on MTV Networks' behalf as licensor of the applicable category of exploitation but expressly excluding any affiliated entity that is engaged to be the distributor or sub-distributor in connection with the applicable category of exploitation] ["MTVN"]) (and which are convertible to U.S. currency) in the United States from all sources worldwide in connection with "Ancillary Uses" (as defined below) of the Series (herein, "Project"), if any, excluding: (i) monies received, earned, allocated or recorded from the exhibition of the Project on MTVN-branded and/or affiliated worldwide content distribution services, blocks and feeds (including but not limited to advertising sales revenue and subscriber fees); (ii) any promotional fees paid in connection with the marketing and/or promotion of the Project; (iii) any sums paid or payable to Company to finance development, production or distribution costs or expenses which are not otherwise deducted under (b) below, or advances therefor, or as reimbursement of such costs or expenses; (iv) any portion of any advance payments, guarantee payments or minimum royalty payments (collectively, "Payment") unless all of the following three (3) conditions have been satisfied: (1) the Payment is non-returnable and non-refundable; (2) the Payment is not paid or payable to finance development, production or distribution of any applicable "Ancillary Use" (i.e., a "net-in-pocket" advance); and (3) the agreement for the applicable "Ancillary Use" covers only the Project or specifically allocates to one or more productions (including the Project) an identifiable portion of the Payment; and (v) any sums paid or payable to Company for or in connection with, or as the result of: Company furnishing, supplying, rendering, procuring, arranging for, or making available, any materials, equipment, facilities or services in connection with the Project and/or any Ancillary Uses thereof, less the following items on a continuing basis in the following order: (a) the applicable distribution fees (as set forth below) with respect to Gross Receipts derived from Ancillary Uses; and (b) actual, direct, verifiable, out-of-pocket distribution costs and expenses paid in connection with the exploitation of any Ancillary Uses (including, but not limited to, any development, production, manufacturing, publishing, publicity, advertising, marketing and guild residual/reuse costs associated with such Ancillary Use.

For purposes of the Agreement, "Ancillary Uses" shall mean all distribution and/or exploitation of the Project, if any, in any manner or media now known or hereafter devised, throughout the universe, in perpetuity other than on MTVN-branded and/or affiliated worldwide content distribution services, blocks and feeds (including but not limited to advertising sales revenue and subscriber fees).

Notwithstanding anything to the contrary contained herein or in the Agreement, if: (i) Participant is engaged to render services in connection with a subsequent production (i.e., excluding the Project) that is based on the Project (each, a "Derivative Production") and/or Participant is otherwise entitled to receive contingent compensation in connection with such Derivative Production; and (ii) such Derivative Production constitutes an "Ancillary Use" as defined herein, then, solely with respect to such Derivative Production, Participant shall not be entitled to receive any share of Adjusted Gross Receipts (referred to herein as a "Contingent Participation Waiver"). If the Contingent Participation Waiver does not apply and the applicable Derivative Production is a theatrical motion picture or a direct-to-video motion picture, then only those Gross Receipts received by Company on a prospective basis after the applicable Derivative Production reaches "Initial Cash Breakeven," as such term is defined below, shall be included in Gross Receipts for purposes of calculating Participant's participation hereunder. Initial Cash Breakeven for a theatrical motion picture shall mean when "Net Proceeds" are first available under the customary definition of "Net Proceeds" furnished by the domestic or worldwide distributor (as applicable) and for a "direct-to-video" motion picture shall mean when "Net Proceeds" are first available under Company's standard definition for a "direct-to-video" motion picture; provided, further that the applicable definition of "Net Proceeds" shall be no less favorable than the definition of "Net Proceeds" accorded to any writer, director or individual producer for his/her/their writing, directing or individual producing services, respectively, on the applicable Derivative Production.

The distribution fees to be withheld and retained by MTVN (inclusive of subdistributor and sales agent fees) are as follows:

<u>Ancillary Uses:</u>	<u>Percentage of Gross Receipts:</u>
(A) U.S. Network Television Exhibition (i.e., ABC, NBC, CBS, FBC, WB and UPN, solely to the extent the Project is not sold on a station-by-station [or station group] basis):	10%
(B) Television Exhibition in the United States (other than Network):	30%
(C) Television Exhibition outside of the United States:	32.5%
(D) All Other Uses:	40%

Company shall account to Participant with respect to Participant's share of Adjusted Gross Receipts, if any, within sixty (60) days after the end of each semi-annual period in which there are payments due Participant (provided that, notwithstanding the foregoing, Participant shall have the right no more than one (1) time per year to request an accounting statement even if no payment is due to Participant), and such statement of accounting shall be accompanied by payment of Participant's share (if any) of any monies payable for such semi-annual period. Participant may, at Participant's own expense, audit Company's books and records relating to the Project in order to verify any

statement of accounting rendered hereunder. Any such audit shall be conducted solely by a reputable firm of certified public accountants upon reasonable advance written notice to Company during reasonable business hours at Company's offices in such manner so as not to unreasonably interfere with Company's normal business activities and a true copy of any report(s) furnished to Participant concurrently shall be furnished to Company. Such right to audit is limited to the Project, and under no circumstances shall Participant or Participant's representative have the right to examine records relating to Company's business generally, or with respect to any other projects, for purposes of comparison or otherwise. In no event shall an audit occur more than once per calendar year or continue longer than thirty (30) days. If Participant conducts an audit of Company's books and records relating to Participant's participation hereunder and such examination reveals a "Verifiable Error" (as defined below) evidencing that Participant was entitled to receive an additional amount equal to 10% or more of the amount shown due and payable to Participant on such audited accounting statements, Company agrees to reimburse Participant for the reasonable cost of the audit; provided, however, that such amount shall not exceed an amount equal to the additional sum due Participant as evidenced by the audit. "Verifiable Error" shall mean an error accepted by Company or an error that has been evidenced by incorporation in a judgment of a court of competent jurisdiction. The records supporting the statements may not be audited more than once. Company's methods of treating any amount referred to in this Exhibit for tax or financial purposes will have no bearing on the computation of Adjusted Gross Receipts. Each statement of accounting furnished by Company pursuant to this Exhibit shall be deemed conclusive and binding unless Participant objects thereto to Company in writing within twenty-four (24) months after the statement is issued and shall state in detail in such writing the basis for the objection. Participant shall be barred from bringing any legal proceeding later than the expiration of the period of the applicable statute of limitations established by law or twenty-four (24) months after making such objection, whichever occurs first. Should Company make any overpayment to Participant hereunder for any reason, Company shall have the right to deduct and retain for its own account an amount equal to any such overpayment from any sums that thereafter may become due or payable by Company to Participant or for Participant's account, or may demand repayment from Participant in which event Participant shall repay the same promptly after such demand is made.

Participant acknowledges that Company is part of a diversified, multifaceted, international company, the affiliates of which include, or may in the future include, among others and without limitation, exhibitors, television "platforms", networks, stations and programming services, video device distributors, cable or satellite operators, record companies, video game companies, publishers (literary and electronic) and wholesale and retail outlets (individually or collectively, "Affiliated Company" or "Affiliated Companies"). Participant further acknowledges that Company has the right in its sole discretion to make use of its Affiliated Companies in connection with the distribution and exploitation of the Project as, when and where Company deems it appropriate to do so. Participant expressly waives any right to object to such distribution and exploitation of the Project (or aspects thereof) or assert any claim that Company should have offered the applicable distribution/exploitation rights to unaffiliated third parties (in lieu of, or in addition to, offering the same to Affiliated Companies). In consideration thereof, Company agrees that its transactions with Affiliated Companies

will be on monetary terms comparable to the terms on which the Affiliated Company enters into similar transactions with unrelated third party distributors for comparable programs or elements thereof. Participant acknowledges and agrees that Participant's sole remedy against Company for any alleged failure by Company to comply with the terms of this subparagraph shall be money damages, and Participant hereby waives any right to seek or obtain preliminary or permanent equitable relief in connection with any such alleged failure. By way of clarification, any deal Company enters into with an Affiliated Company shall be accounted for on an arms-length basis in accordance with basic cable television industry standards for a project of this nature.

END OF EXHIBIT "B"

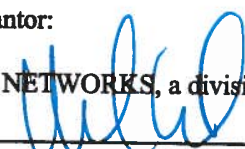
GUARANTY

Reference is made to that certain Deal Memorandum dated as of August 11, 2009 ("Agreement") between New Remote Productions Inc. ("Company"), on the one hand, and Dickhouse Entertainment Inc. (d/b/a Dickhouse Productions) ("Lender") for the services of Jeff Tremaine, ("Artist"), on the other hand, in connection with the television project currently referred to as "Ridiculousness" ("Project"). As a material inducement to Lender to enter into the Agreement, and in consideration of the benefits the undersigned guarantor MTV Networks ("Guarantor") will derive from the execution of the Agreement, Guarantor hereby agrees as follows:

1. Fixed Compensation. Guarantor represents and warrants that Guarantor shall guarantee any fixed compensation due Lender pursuant to the Agreement.
2. Contingent Compensation. Guarantor represents and warrants that Guarantor shall provide accounting statements and make payments when due to Lender with respect to the contingent compensation set forth in the Agreement; and Guarantor agrees to grant the same audit rights to Lender as Company has granted to Lender.
3. Credit. Guarantor agrees to accord Lender and Artist credit in compliance with the credit requirements set forth in the Agreement provided that Guarantor is timely supplied by Lender with the fully executed copies of the Agreement and any side letters or amendments thereto.
4. Indemnification. Guarantor agrees to assume Company's obligations to indemnify Lender and Artist, as particularly set forth in the Rider to the Standard Terms and Conditions attached to the Agreement.
5. Approvals/Restrictions. Guarantor agrees to assume Company's obligations with respect to both the approvals granted and restrictions agreed to pursuant to the Agreement.
6. Insurance and Derivatives. Guarantor agrees to assume Company's obligations with respect to insurance coverage set forth in Paragraph 21 of the Agreement and providing Lender and Artist the opportunity to participate in any "Derivatives" as set forth in Paragraph 16 of the Agreement and any payments (if any) in connection with such Derivatives pursuant to Paragraph 17 of the Agreement.
7. Waiver. Guarantor waives any right to (i) require Lender to proceed against Company, or (ii) pursue any other remedy in Lender's power whatsoever prior to proceeding against Guarantor. Guarantor waives any defense arising by reason of (a) the solvency or insolvency of Company, (b) lack of authority of Company or the person signing the Agreement on behalf of Company and/or (c) any disability or incapacity of Company or the person signing the Agreement on behalf of Company.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of August 11, 2009.

Guarantor:

MTV NETWORKS, a division of Viacom International Inc. 

By: _____

Title: _____

Michael Minden

Senior Vice President
Business and Legal Affairs

EXHIBIT B

ASSIGNMENT AGREEMENT AND AMENDMENT

DATED: As of March 31, 2014 (“**Effective Date**”)

AMONG Dickhouse Entertainment Inc. d/b/a Dickhouse Productions f/s/o Jeff Tremaine (“**Assignor**”)

AND Gorilla Flicks f/s/o Jeff Tremaine (“**Assignee**”)

AND New Remote Productions, Inc. (“**NRPI**”)

WHEREAS, Assignor has entered into an agreement dated as of August 11, 2009, between Assignor and NRPI, in connection with the television series currently entitled “Ridiculousness” (the “Ridiculousness Agreement”); and

WHEREAS, Assignor has entered into an agreement dated as of June 27, 2008 (and amended by that amendment between Assignor and NRPI dated July 12, 2013) between Assignor and NRPI, in connection with the television series currently entitled “Rob Dyrdek’s Fantasy Factory” (the “Fantasy Factory Agreement”, and together with the Ridiculousness Agreement, the “**Agreements**”); and

WHEREAS, Assignor wishes to assign all of its right, title and interest in and to the Agreements to Assignee; and

WHEREAS, NRPI consents to the foregoing assignment to Assignee, and further wishes to amend the Agreements as set forth below.

NOW THEREFORE, the parties hereby agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns to Assignee all of its right, title and interest in and to the Agreements effective as of the Effective Date set forth above. Accordingly, Assignee shall be substituted for Assignor as a party to the Agreements.
2. Assignee agrees to assume all obligations of Assignor set forth in the Agreements, and as of the Effective Date, Assignor shall have no further obligations to NRPI under the Agreements.
3. As of the Effective Date, NRPI shall look solely to Assignee for the performance of any and all of Assignor’s obligations under the Agreements, and all of NRPI’s obligations under the Agreements shall continue in full force and effect for the sole benefit of Assignee.
4. Subject to the execution of this Assignment Agreement and Amendment, the parties agree that as of the Effective Date, Paragraph 3.f(ii)(2) of the Ridiculousness Agreement shall be amended and restated in its entirety as follows: “(2) the maximum number of episodes that Company may order for any particular Cycle shall be equal to the same number that (pursuant to Company’s agreement with Dyrdek Enterprises f/s/o Rob Dyrdek [“**DE**”]) Company may engage DE to provide Dyrdek’s services in connection with such Cycle (“**Maximum Episodic Order**”), provided however, (Y) that (subject to Company’s rights in the remainder of this Paragraph) in all events the Maximum Episodic Order shall not exceed thirty (30) episodes per Cycle unless otherwise agreed to by the parties; and (Z) to the extent that Company produces more than sixteen (16) episodes in any Cycle, the Series shall remain in continuous production (other than pre-scheduled hiatuses, holiday periods and subject to Company’s rights in the event of default, disability and force majeure).”
5. For the avoidance of doubt, commencing with Cycle 5 of “Ridiculousness” and Cycle 7 of “Rob Dyrdek’s Fantasy Factory,” the company logo credit previously accorded to Assignor shall instead be accorded to Assignee.

Except as otherwise set forth herein, the Agreements shall remain unmodified and in full force and effect and are hereby ratified.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement and Amendment as of the Effective Date.

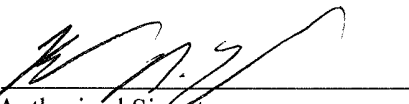
Dickhouse Entertainment Inc. d/b/a
Dickhouse Productions (“**Assignor**”)

By: 
Its: Authorized Signatory

Gorilla Flicks (“**Assignee**”)

By: 
Its: Authorized Signatory

New Remote Productions, Inc. (“**NRPI**”) 

By: 
Its: Authorized Signatory

Brian D. Lazarus
Senior Vice President
Business and Legal Affairs

PURPLE SHARK, LLC
121 W. LEXINGTON DRIVE SUITE 610
GLENDALE, CALIFORNIA 91203

April 12, 2017

Gorilla Flicks
c/o Creative Artists Agency
2000 Avenue of the Stars
Los Angeles, CA 90067
Attn: Tony Etz

With a copy to:
Sloane, Offer, Weber, and Dern LLP
9601 Wilshire Boulevard, Suite 500
Beverly Hills, CA 90210
Attn: Warren Dern

Re: "Ridiculousness" / Second Amendment

Dear Mr. Dern:

This amendment ("Second Amendment") is in reference to the Executive Producer Agreement dated August 11, 2009 ("Original Agreement") between New Remote Productions Inc. ("Company") and Dickhouse Entertainment Inc. ("Assignor") f/s/o Jeff Tremaine ("Artist"), as amended by that Assignment Agreement and Amendment between Company, Assignor, Artist, and Gorilla Flicks ("Lender") dated as of March 31, 2014 ("First Amendment" and along with Original Agreement, "Agreement") and as assigned by New Remote Productions Inc. to Purple Shark, LLC as of February 3, 2016 with respect to the production of a television series currently referred to as "Ridiculousness" ("Series"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

1. Amendment to Agreement. Subject to the execution hereof, commencing as of the date hereof, the Agreement is hereby amended as follows:

- a. Paragraph 3.b. The first sentence of Paragraph 3.b of the Agreement is amended and restated in its entirety to read as follows:

If the Initial Cycle is produced, Company also shall have nine (9) additional, exclusive and irrevocable but dependent options (each, a "Cycle Option") to engage Lender (subject to the terms of Paragraph 3.c below) to furnish the executive producing services of Artist in connection with all episodes produced for additional production cycles of the Series (each, along with the Initial Cycle, referred to herein as a "Cycle" or specifically as the "Second Cycle," "Third Cycle," etc.).

- b. Paragraph 3.d.ii. The following shall be added after the last sentence of Paragraph 3.d.ii of the Agreement:

Notwithstanding the foregoing, in connection with the Tenth Cycle an Episodic Fee of \$55,405.

2. Ninth Cycle Option Exercise. In addition to modifying the terms of the Agreement as set forth above, this Second Amendment also shall serve as notice that, pursuant to Paragraph 3 of the Agreement

April 12, 2017

1

PURPLE SHARK, LLC
121 W. LEXINGTON DRIVE SUITE 610
GLENDALE, CALIFORNIA 91203

as modified by this Second Amendment, Company is hereby exercising its Ninth Cycle Option to engage Lender to provide the services of Artist in connection with the Tenth Cycle to the extent produced, as contemplated by, and subject to the terms and conditions set forth in, the Agreement as modified by this Second Amendment.

3. Miscellaneous. The parties acknowledge that the episodic fees for all participants receiving an episodic fee in connection with the Series have not increased between the Ninth Cycle and the Tenth Cycle of the Series. All of the provisions of this Second Amendment are deemed incorporated in, and made a part of, the Agreement; and the Agreement, as supplemented and amended by this Second Amendment, shall be read, taken and construed as one and the same agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect and is hereby ratified. This Second Amendment and the Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws principles. This Second Amendment may be executed in any number of counterparts, or facsimile/electronic counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Please indicate your agreement to the foregoing by signing in the space below.

Sincerely,

Purple Shark, LLC


Shane Nickerson, President

AGREED AND ACCEPTED


Jeff Tremaine

Acknowledged and agreed to for purposes of Gorilla Flicks loaning the services of Jeff Tremaine pursuant to that certain Assignment Agreement and Amendment dated as of March 31, 2014, by and between New Remote Productions Inc. and Gorilla Flicks which was subsequently assigned from New Remote Productions Inc. to Purple Shark, LLC:

Gorilla Flicks

By: 

Its: _____

Fed I.D. #: 46-5127123

PURPLE SHARK, LLC
121 West Lexington Drive, Suite 610
Glendale, California 91203

As of May 2, 2018

Gorilla Flicks

f/s/o Jeff Tremaine

c/o Creative Artists Agency
2000 Avenue of the Stars
Los Angeles, California 90067
Attention: Tony Etz

With a copy to:

Sloane, Offer, Weber, and Dern LLP
10100 Santa Monica Boulevard, Suite 750
Los Angeles, California 90067
Attention: Warren Dern

Re: "Ridiculousness" | Jeff Tremaine | Executive Producer Agreement | Amendment No. 3

Gentlemen,

Reference is hereby made to that certain Executive Producer Agreement, dated as of August 11, 2009, by and between Purple Shark, LLC (successor-in-interest to New Remote Productions Inc.) ("Company"), on the one hand, and Gorilla Flicks (successor-in-interest to Dickhouse Entertainment Inc. d/b/a Dickhouse Productions) ("Lender") for the services of Jeff Tremaine ("Artist"), on the other hand, as amended on March 31, 2014 and April 12, 2017 (said Executive Producer Agreement and amendments shall be collectively referred to herein as the "Agreement") in connection with the television series entitled "Ridiculousness". Capitalized terms used but not otherwise defined in this amendment ("Amendment No. 3") shall have the meanings ascribed to such terms in the Agreement.

Subject to the execution hereof, the Agreement is hereby amended commencing as of the date first written above (the "Effective Date"), as follows:

Paragraph 3.b. The first sentence of Paragraph 3.b is amended and restated in its entirety to read as follows:

If the Initial Cycle is produced, Company also shall have thirteen (13) additional, exclusive and irrevocable but dependent options (each, a "Cycle Option") to engage Lender (subject to the terms of Paragraph 3.c. below) to furnish the executive producing services of Artist in connection with all episodes produced for additional production cycles of the Series (each, along with the Initial Cycle, referred to herein as a "Cycle" or specifically as the "Second Cycle," "Third Cycle," etc.).

Paragraph 3.d.ii. The last sentence of Paragraph 3.d.ii is amended and restated in its entirety to read as follows:

Notwithstanding the foregoing, in connection with the Tenth Cycle an Episodic Fee of \$55,405 and in connection with the Eleventh Cycle and each additional Cycle thereafter an Episodic Fee of \$22,500 (which shall be the same as the Episodic Fee payable to Shane Nickerson).

Paragraph 14. Paragraph 14 is amended and restated in its entirety as follows:

14. **CYCLE BONUSES: Lender and Artist acknowledge that the terms of this Paragraph 14 are agreed to on a non-precedential, non-quotable basis (as such terms are customarily understood in the entertainment industry) as a result of such amounts being determined in connection with the Cycle bonuses accorded to DE on the Project, and with the amounts below in connection with the Second Cycle through the Tenth Cycle equating to one-half (1/2) of the aggregate Cycle bonuses agreed to be accorded to Lender and DE in connection with the Project.** Provided the Series is produced, and subject to no Termination for Cause, and Lender and Artist rendering and completing all required material services hereunder, Company will pay to Lender the following aggregate amount(s), if and as applicable: Beginning with the Second Cycle, if Company orders production of any Cycle, Lender is engaged to provide Artist's services, and Artist renders and completes all required material executive producing services in connection with such Cycle as contemplated hereunder, and subject to no Termination for Cause, Company will pay Lender a one-time, aggregate, lump sum bonus for each such Cycle (which bonus shall be payable upon commencement of principal photography of the first episode of the applicable Cycle, except as set forth below) as set forth below across from each such applicable Cycle:

<u>Cycle</u>	<u>Applicable Bonus for such Cycle</u>
Second Cycle:	Fifty Thousand Dollars (\$50,000), reducible on a dollar for dollar basis by all similar bonus amounts triggered by the production of the Second Cycle and paid to DE or any other on-screen host performer serving as a replacement host for DydreK in such Cycle ("Replacement Host"), to a floor of Twenty-Five Thousand Dollars (\$25,000).
Third Cycle:	Fifty Thousand Dollars (\$50,000), reducible on a dollar for dollar basis by all similar bonus amounts triggered by the production of the Third Cycle and paid to DE or any Replacement Host for such Cycle, to a floor of Thirty-Seven Thousand Five Hundred Dollars (\$37,500).
Fourth Cycle:	Fifty Thousand Dollars (\$50,000).
Fifth Cycle:	Seventy-Five Thousand Dollars (\$75,000).
Sixth Cycle:	Seventy-Five Thousand Dollars (\$75,000).
Seventh Cycle, Eighth Cycle, Ninth Cycle, and Tenth Cycle:	One Hundred Fifty Thousand Dollars (\$150,000), reducible on a dollar for dollar basis by all similar bonus amounts triggered by the production of the applicable Cycle and paid to DE or any Replacement Host for such Cycle, to a floor of Seventy-Five Dollars (\$75,000).
Eleventh Cycle	Seventy-Five Thousand Dollars (\$75,000), which amount shall be payable upon Company's receipt of a copy of this Amendment No. 3 executed by Artist.

Twelfth Cycle

Seventy-Five Thousand Dollars (\$75,000), which amount shall be payable upon New Remote Productions Inc. ("Network") pick up of the Twelfth Cycle.

Thirteenth Cycle

No bonus.

Fourteenth Cycle

No bonus.

Eleventh, Twelfth, Thirteenth, and Fourteenth Cycles. In addition to modifying the terms of the Agreement as set forth above, this Amendment No. 3 shall also serve as notice that pursuant to Paragraph 3(b) of the Agreement, Lender shall be engaged on a pay-or-play basis to provide the services of Artist in connection with all episodes produced (currently contemplated to be forty-two [42] episodes) for the Eleventh Cycle, as contemplated by, and pursuant to all terms and conditions set forth in, the Agreement as modified by this Amendment No. 3. In addition, Lender shall be engaged on a pay-or-play basis to provide the services of Artist in connection with all episodes produced (currently contemplated to be forty-two [42] episodes per Cycle) for the Twelfth Cycle, Thirteenth Cycle, and Fourteenth Cycle subject to Network picking up the applicable Cycle (for the avoidance of doubt, the Network's pick-up of the foregoing Cycles shall be subject only to Company's timely delivery to the Network of the preceding Cycle), as contemplated by, and pursuant to all terms and conditions set forth in, the Agreement as modified by this Amendment No. 3. Furthermore, the parties hereby acknowledge that it is anticipated that more than one (1) Series Cycle may be exercised per calendar year, if at all, such that the term of services shall not exceed seven (7) years from the Effective Date.

All of the provisions of this Amendment No. 3 are deemed incorporated in, and made a part of, the Agreement; and the Agreement as supplemented and amended by this Amendment No. 3, shall be read, taken and construed as one and the same agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect and is hereby ratified. This Amendment No. 3 and the Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of law principles. This Amendment No. 3 may be executed in any number of counterparts, or facsimile or DocuSign counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Sincerely yours,

PURPLE SHARK, LLC

By: _____

Its: _____

ACCEPTED AND AGREED TO:

GORILLA FLICKS

By: 

By: _____

Its: _____



Jeff Tremaine

PURPLE SHARK, LLC
121 West Lexington Drive, Suite 610
Glendale, California 91203

As of May 14, 2019

Gorilla Flicks

f/s/o Jeff Tremaine

c/o Creative Artists Agency
2000 Avenue of the Stars
Los Angeles, California 90067
Attention: Tony Etz

With a copy to:

Sloane, Offer, Weber, and Dern LLP
10100 Santa Monica Boulevard, Suite 750
Los Angeles, California 90067
Attention: Warren Dern

Re: “Ridiculousness” | Jeff Tremaine | Executive Producer Agreement | Amendment No. 4

Gentlemen,

Reference is hereby made to that certain Executive Producer Agreement, dated as of August 11, 2009, by and between Purple Shark, LLC (successor-in-interest to New Remote Productions Inc.) (“Company”), on the one hand, and Gorilla Flicks (successor-in-interest to Dickhouse Entertainment Inc. d/b/a Dickhouse Productions) (“Lender”) for the services of Jeff Tremaine (“Artist”), on the other hand, as amended on March 31, 2014, April 12, 2017 and May 2, 2018 (said Executive Producer Agreement and amendments shall be collectively referred to herein as the “Agreement”) in connection with the television series entitled “Ridiculousness”. Capitalized terms used but not otherwise defined in this amendment (“Amendment No. 4”) shall have the meanings ascribed to such terms in the Agreement.

Subject to the execution hereof, the Agreement is hereby amended commencing as of the date first written above (the “Effective Date”), as follows:

Paragraph 3.b. The first sentence of Paragraph 3.b is amended and restated in its entirety to read as follows:

If the Initial Cycle is produced, Company also shall have seventeen (17) additional, exclusive and irrevocable but dependent options (each, a “Cycle Option”) to engage Lender (subject to the terms of Paragraph 3.c. below) to furnish the executive producing services of Artist in connection with all episodes produced for additional production cycles of the Series (each, along with the Initial Cycle, referred to herein as a “Cycle” or specifically as the “Second Cycle,” “Third Cycle,” etc.).

Paragraph 14. The following provisions are appended to the end of Paragraph 14:

Fifteenth Cycle

Seventy-Five Thousand Dollars (\$75,000), which amount shall be payable upon Company’s receipt of a copy of this Amendment No. 4 executed by Artist.

Sixteenth Cycle

Seventy-Five Thousand Dollars (\$75,000), which amount shall be payable upon New Remote Productions Inc. ("Network") pick up of the Sixteenth Cycle.

Seventeenth Cycle

No bonus.

Eighteenth Cycle

No bonus.

Fifteenth, Sixteenth, Seventeenth, and Eighteenth Cycles. In addition to modifying the terms of the Agreement as set forth above, this Amendment No. 4 shall also serve as notice that pursuant to Paragraph 3(b) of the Agreement, Lender shall be engaged on a pay-or-play basis to provide the services of Artist in connection with all episodes produced (currently contemplated to be forty-two [42] episodes) for the Fifteenth Cycle, as contemplated by, and pursuant to all terms and conditions set forth in, the Agreement as modified by this Amendment No. 4. In addition, Lender shall be engaged on a pay-or-play basis to provide the services of Artist in connection with all episodes produced (currently contemplated to be forty-two [42] episodes per Cycle) for the Sixteenth Cycle, Seventeenth Cycle, and Eighteenth Cycle subject to Network picking up the applicable Cycle (for the avoidance of doubt, the Network's pick-up of the foregoing Cycles shall be subject only to Company's timely delivery to the Network of the preceding Cycle), as contemplated by, and pursuant to all terms and conditions set forth in, the Agreement as modified by this Amendment No. 4. Furthermore, the parties hereby acknowledge that it is anticipated that more than one (1) Series Cycle may be exercised per calendar year, if at all, such that the term of services shall not exceed seven (7) years from the Effective Date.

All of the provisions of this Amendment No. 4 are deemed incorporated in, and made a part of, the Agreement; and the Agreement as supplemented and amended by this Amendment No. 4, shall be read, taken and construed as one and the same agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect and is hereby ratified. This Amendment No. 4 and the Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of law principles. This Amendment No. 4 may be executed in any number of counterparts, or facsimile or DocuSign counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Sincerely yours,

PURPLE SHARK, LLC

By: _____

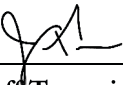
Its: _____

ACCEPTED AND AGREED TO:

GORILLA FLICKS

By: _____

Its: _____



Jeff Tremaine

DocuSigned by:

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PURPLE SHARK, LLC
121 West Lexington Drive, Suite 610
Glendale, California 91203

As of February 1, 2020

Gorilla Flicks

f/s/o Jeff Tremaine

c/o Creative Artists Agency
2000 Avenue of the Stars
Los Angeles, California 90067
Attention: Tony Etz

With a copy to:

Sloane, Offer, Weber, and Dern LLP
10100 Santa Monica Boulevard, Suite 750
Los Angeles, California 90067
Attention: Warren Dern

Re: “Ridiculousness” | Jeff Tremaine | Executive Producer Agreement | Amendment No. 5

Gentlemen,

Reference is hereby made to that certain Executive Producer Agreement, dated as of August 11, 2009, by and between Purple Shark, LLC (successor-in-interest to New Remote Productions Inc.) (“Company”), on the one hand, and Gorilla Flicks (successor-in-interest to Dickhouse Entertainment Inc. d/b/a Dickhouse Productions) (“Lender”) for the services of Jeff Tremaine (“Artist”), on the other hand, as amended on March 31, 2014, April 12, 2017, May 2, 2018 and May 14, 2019 (said Executive Producer Agreement and amendments shall be collectively referred to herein as the “Agreement”) in connection with the television series entitled “Ridiculousness”. Capitalized terms used but not otherwise defined in this amendment (“Amendment No. 5”) shall have the meanings ascribed to such terms in the Agreement.

Subject to the execution hereof, the Agreement is hereby amended commencing as of the date first written above (the “Effective Date”), as follows:

Paragraph 3.b. The first sentence of Paragraph 3.b is amended and restated in its entirety to read as follows:

If the Initial Cycle is produced, Company also shall have twenty-one (21) additional, exclusive and irrevocable but dependent options (each, a “Cycle Option”) to engage Lender (subject to the terms of Paragraph 3.c. below) to furnish the executive producing services of Artist in connection with all episodes produced for additional production cycles of the Series (each, along with the Initial Cycle, referred to herein as a “Cycle” or specifically as the “Second Cycle,” “Third Cycle,” etc.).

Paragraph 14. The following provisions are appended to the end of Paragraph 14:

Nineteenth Cycle

Seventy-Five Thousand Dollars (\$75,000), which amount shall be payable upon Company’s receipt of a copy of this Amendment No. 5 executed by Artist.

Twentieth Cycle

Seventy-Five Thousand Dollars (\$75,000), which amount shall be payable upon New Remote Productions Inc. ("Network") pick up of the Twentieth Cycle.

Twenty-First Cycle

No bonus.

Twenty-Second Cycle

No bonus.

Nineteenth, Twentieth, Twenty-First, and Twenty-Second Cycles. In addition to modifying the terms of the Agreement as set forth above, this Amendment No. 5 shall also serve as notice that pursuant to Paragraph 3(b) of the Agreement, Lender shall be engaged on a pay-or-play basis to provide the services of Artist in connection with all episodes produced (currently contemplated to be forty-two [42] episodes) for the Nineteenth Cycle, as contemplated by, and pursuant to all terms and conditions set forth in, the Agreement as modified by this Amendment No. 5. In addition, Lender shall be engaged on a pay-or-play basis to provide the services of Artist in connection with all episodes produced (currently contemplated to be forty-two [42] episodes per Cycle) for the Twentieth Cycle, Twenty-First Cycle, and Twenty-Second Cycle subject to Network picking up the applicable Cycle (for the avoidance of doubt, the Network's pick-up of the foregoing Cycles shall be subject only to Company's timely delivery to the Network of the preceding Cycle), as contemplated by, and pursuant to all terms and conditions set forth in, the Agreement as modified by this Amendment No. 5. Furthermore, the parties hereby acknowledge that it is anticipated that more than one (1) Series Cycle may be exercised per calendar year, if at all, such that the term of services shall not exceed seven (7) years from the Effective Date.

All of the provisions of this Amendment No. 5 are deemed incorporated in, and made a part of, the Agreement; and the Agreement as supplemented and amended by this Amendment No. 5, shall be read, taken and construed as one and the same agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect and is hereby ratified. This Amendment No. 5 and the Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of law principles. This Amendment No. 5 may be executed in any number of counterparts, or facsimile or DocuSign counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Sincerely yours,

PURPLE SHARK, LLC

By: _____

Its: _____

ACCEPTED AND AGREED TO:

GORILLA FLICKS

By: _____

Its: _____



Jeff Tremaine

DocuSigned by:

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PURPLE SHARK, LLC
121 West Lexington Drive, Suite 610
Glendale, California 91203

As of November __, 2020

Gorilla Flicks

f/s/o Jeff Tremaine

c/o Creative Artists Agency
2000 Avenue of the Stars
Los Angeles, California 90067
Attention: Tony Etz

With a copy to:

Sloane, Offer, Weber, and Dern LLP
10100 Santa Monica Boulevard, Suite 750
Los Angeles, California 90067
Attention: Warren Dern

Re: “Ridiculousness” | Jeff Tremaine | Executive Producer Agreement | Amendment No. 6

Gentlemen,

Reference is hereby made to that certain Executive Producer Agreement, dated as of August 11, 2009, by and between Purple Shark, LLC (successor-in-interest to New Remote Productions Inc.) (“Company”), on the one hand, and Gorilla Flicks (successor-in-interest to Dickhouse Entertainment Inc. d/b/a Dickhouse Productions) (“Lender”) for the services of Jeff Tremaine (“Artist”), on the other hand, as amended on March 31, 2014, April 12, 2017, May 2, 2018, May 14, 2019 and February 1, 2020 (said Executive Producer Agreement and amendments shall be collectively referred to herein as the “Agreement”) in connection with the television series entitled “Ridiculousness”. Capitalized terms used but not otherwise defined in this amendment (“Amendment No. 6”) shall have the meanings ascribed to such terms in the Agreement.

Subject to the execution hereof, the Agreement is hereby amended commencing as of the date first written above (the “Effective Date”), as follows:

Paragraph 3.b. The first sentence of Paragraph 3.b is amended and restated in its entirety to read as follows:

If the Initial Cycle is produced, Company also shall have twenty-nine (29) additional, exclusive and irrevocable but dependent options (each, a “Cycle Option”) to engage Lender (subject to the terms of Paragraph 3.c. below) to furnish the executive producing services of Artist in connection with all episodes produced for additional production cycles of the Series (each, along with the Initial Cycle, referred to herein as a “Cycle” or specifically as the “Second Cycle,” “Third Cycle,” etc.).

Paragraph 14. The following provisions are appended to the end of Paragraph 14:

Twenty-third Cycle

Seventy-Five Thousand Dollars (\$75,000), which amount shall be payable upon Company’s receipt of a copy of this Amendment No. 6 executed by Artist.

Twenty-fourth Cycle	Seventy-Five Thousand Dollars (\$75,000), which amount shall be payable upon New Remote Productions Inc. ("Network") pick up of the Twenty-fourth Cycle.
Twenty-fifth Cycle	No bonus.
Twenty-sixth Cycle	No bonus.
Twenty-seventh Cycle	Seventy-Five Thousand Dollars (\$75,000), which amount shall be payable upon commencement of pre-production of the Twenty-seventh Cycle.
Twenty-eighth Cycle	Seventy-Five Thousand Dollars (\$75,000), which amount shall be payable upon commencement of pre-production of the Twenty-eighth Cycle.
Twenty-ninth Cycle	No bonus.
Thirtieth Cycle	No bonus.

Twenty-third, Twenty-fourth, Twenty-fifth, Twenty-sixth, Twenty-seventh, Twenty-eighth, Twenty-ninth and Thirtieth Cycles. In addition to modifying the terms of the Agreement as set forth above, this Amendment No. 6 shall also serve as notice that pursuant to Paragraph 3(b) of the Agreement, Lender shall be engaged on a pay-or-play basis to provide the services of Artist in connection with all episodes produced (currently contemplated to be forty-two [42] episodes) for the Twenty-third Cycle, as contemplated by, and pursuant to all terms and conditions set forth in, the Agreement as modified by this Amendment No. 6. In addition, Lender shall be engaged on a pay-or-play basis to provide the services of Artist in connection with all episodes produced (currently contemplated to be forty-two [42] episodes per Cycle) for the Twenty-fourth Series Cycle, Twenty-fifth Series Cycle, Twenty-sixth Series Cycle, Twenty-seventh Series Cycle, Twenty-eighth Series Cycle, Twenty-ninth Series Cycle and Thirtieth Series Cycle subject to Network picking up the applicable Cycle (for the avoidance of doubt, the Network's pick-up of the foregoing Cycles shall be subject only to Company's timely delivery to the Network of the preceding Cycle), as contemplated by, and pursuant to all terms and conditions set forth in, the Agreement as modified by this Amendment No. 6. Company hereby acknowledges that the Network has picked up the Twenty-third Series Cycle, Twenty-fourth Series Cycle, Twenty-fifth Series Cycle, Twenty-sixth Series Cycle, Twenty-seventh Series Cycle, Twenty-eighth Series Cycle, Twenty-ninth Series Cycle and Thirtieth Series Cycle as of the date of execution hereof. Furthermore, the parties hereby acknowledge that it is anticipated that more than one (1) Series Cycle may be exercised per calendar year, if at all, such that the term of services shall not exceed seven (7) years from the Effective Date.

All of the provisions of this Amendment No. 6 are deemed incorporated in, and made a part of, the Agreement; and the Agreement as supplemented and amended by this Amendment No. 6, shall be read, taken and construed as one and the same agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect and is hereby ratified. This Amendment No. 6 and the Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of law principles. This Amendment No. 6 may be executed in any number of counterparts, or facsimile or DocuSign counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

Sincerely yours,

PURPLE SHARK, LLC

By: _____
Its: _____

ACCEPTED AND AGREED TO:

GORILLA FLICKS

By: _____
Its: _____

Jeff Tremaine

PURPLE SHARK, LLC
121 West Lexington Drive, Suite 610
Glendale, California 91203

As of January 6, 2023

Gorilla Flicks
f/s/o Jeff Tremaine
c/o Creative Artists Agency
2000 Avenue of the Stars
Los Angeles, California 90067
Attention: Tony Etz

With a copy to:

Sloane, Offer, Weber, and Dern LLP
10100 Santa Monica Boulevard, Suite 750
Los Angeles, California 90067
Attention: Warren Dern

Re: "Ridiculousness" | Jeff Tremaine | Executive Producer Agreement | Amendment No. 7

Gentlemen,

Reference is hereby made to that certain Executive Producer Agreement, dated as of August 11, 2009, by and between Purple Shark, LLC (successor-in-interest to New Remote Productions Inc.) ("Company"), on the one hand, and Gorilla Flicks (successor-in-interest to Dickhouse Entertainment Inc. d/b/a Dickhouse Productions) ("Lender") for the services of Jeff Tremaine ("Artist"), on the other hand, as amended on March 31, 2014, April 12, 2017, May 2, 2018, May 14, 2019, February 1, 2020, and November 1, 2020 (said Executive Producer Agreement and amendments shall be collectively referred to herein as the "Agreement") in connection with the television series entitled "Ridiculousness". Capitalized terms used but not otherwise defined in this amendment ("Amendment No. 7") shall have the meanings ascribed to such terms in the Agreement.

A. Subject to Lender's and Artist's execution hereof, the Agreement is hereby amended commencing as of the date first written above (the "Effective Date"), as follows:

1. A new Paragraph 3.bb. is added to the Agreement, as follows:

- a. As of the Effective Date, Company shall have forty (40) additional, exclusive and irrevocable but dependent Cycle Options to engage Lender on a pay-or-play basis (subject to the terms of Paragraph 3.c. below and subject to Company's rights in the event of default, disability and/or force majeure as set forth in the Standard Terms of the Agreement) to furnish the executive producer services of Artist in connection with all episodes produced for the Thirty-first (31st) Cycle through and including the Seventieth (70th) Cycle (each referred to as a "Cycle").
 - i. Company hereby exercises its Cycle Option for the Thirty-first (31st) Cycle and, as such, exercises its Cycle Option for the Thirty-second (32nd) Cycle, Thirty-third (33rd) Cycle, and Thirty-fourth (34th) Cycle as well (such four Cycles, collectively, the "First 4-Cycle Set") for a total of One Hundred Sixty-Eight (168) episodes to be produced, delivered, and accepted within a six (6) month period, and for which Lender shall furnish the executive producer services of Artist.
 - ii. Subject to the terms of Paragraph 3(c) of the Agreement, Lender f/s/o Artist will be automatically picked up for all episodes produced for the Thirty-fifth (35th) Cycle, the Thirty-sixth (36th) Cycle, the Thirty-seventh (37th) Cycle, and the Thirty-eighth (38th) Cycle (such four Cycles, collectively, the "Second 4-Cycle Set") on a pay-or-play basis (subject to Company's

rights in the event of default, disability and/or force majeure as set forth in the Standard Terms of the Agreement) upon Company's timely delivery to the Network of the final episode of the Thirty-fourth (34th) Cycle.

- iii. Subject to the terms of Paragraph 3(c) of the Agreement, Lender f/s/o Artist will be automatically picked up for all episodes produced for the Thirty-ninth (39th) Cycle, the Fortieth (40th) Cycle, the Forty-first (41st) Cycle, and the Forty-second (42nd) Cycle (such four Cycles, collectively, the "Third 4-Cycle Set") on a pay-or-play basis (subject to Company's rights in the event of default, disability and/or force majeure as set forth in the Standard Terms of the Agreement) upon Company's timely delivery to the Network of the final episode of the Thirty-eighth (38th) Cycle.
- iv. Subject to the terms of Paragraph 3(c) of the Agreement, Lender f/s/o Artist will be automatically picked up for all episodes produced for the Forty-third (43rd) Cycle, the Forty-fourth (44th) Cycle, the Forty-fifth (45th) Cycle, and the Forty-sixth (46th) Cycle (such four Cycles, collectively, the "Fourth 4-Cycle Set") on a pay-or-play basis (subject to Company's rights in the event of default, disability and/or force majeure as set forth in the Standard Terms of the Agreement) upon Company's timely delivery to the Network of the final episode of the Forty-second (42nd) Cycle.
- v. Subject to the terms of Paragraph 3(c) of the Agreement, Lender f/s/o Artist will be automatically picked up for all episodes produced for the Forty-seventh (47th) Cycle, the Forty-eighth (48th) Cycle, the Forty-ninth (49th) Cycle, and the Fiftieth (50th) Cycle (such four Cycles, collectively, the "Fifth 4-Cycle Set") on a pay-or-play basis (subject to Company's rights in the event of default, disability and/or force majeure as set forth in the Standard Terms of the Agreement) upon Company's timely delivery to the Network of the final episode of the Forty-sixth (46th) Cycle.
- vi. Subject to the terms of Paragraph 3(c) of the Agreement, Lender f/s/o Artist will be automatically picked up for all episodes produced for the Fifty-first (51st) Cycle, the Fifty-second (52nd) Cycle, the Fifty-third (53rd) Cycle, and the Fifty-fourth (54th) Cycle (such four Cycles, collectively, the "Sixth 4-Cycle Set") on a pay-or-play basis (subject to Company's rights in the event of default, disability and/or force majeure as set forth in the Standard Terms of the Agreement) upon Company's timely delivery to the Network of the final episode of the Fiftieth (50th) Cycle.
- vii. Subject to the terms of Paragraph 3(c) of the Agreement, Lender f/s/o Artist will be automatically picked up for all episodes produced for the Fifty-fifth (55th) Cycle, the Fifty-sixth (56th) Cycle, the Fifty-seventh (57th) Cycle, and the Fifty-eighth (58th) Cycle (such four Cycles, collectively, the "Seventh 4-Cycle Set") on a pay-or-play basis (subject to Company's rights in the event of default, disability and/or force majeure as set forth in the Standard Terms of the Agreement) upon Company's timely delivery to the Network of the final episode of the Fifty-fourth (54th) Cycle.
- viii. Subject to the terms of Paragraph 3(c) of the Agreement, Lender f/s/o Artist will be automatically picked up for all episodes produced for the Fifty-ninth (59th) Cycle, the Sixtieth (60th) Cycle, the Sixty-first (61st) Cycle, and the Sixty-second (62nd) Cycle (such four Cycles, collectively, the "Eighth 4-Cycle Set") on a pay-or-play basis (subject to Company's rights in the event of default, disability and/or force majeure as set forth in the Standard Terms of the Agreement) upon Company's timely delivery to the Network of the final episode of the Fifty-eighth (58th) Cycle.
- ix. Subject to the terms of Paragraph 3(c) of the Agreement, Lender f/s/o Artist will be automatically picked up for all episodes produced for the Sixty-third (63rd) Cycle, the Sixty-fourth (64th) Cycle, the Sixty-fifth (65th) Cycle, and the Sixty-sixth (66th) Cycle (such four Cycles, collectively, the "Ninth 4-Cycle Set") on a pay-or-play basis (subject to Company's rights in the event of default, disability and/or force majeure as set forth in the Standard Terms

of the Agreement) upon Company's timely delivery to the Network of the final episode of the Sixty-second Cycle.

- x. Subject to the terms of Paragraph 3(c) of the Agreement, Lender f/s/o Artist will be automatically picked up for all episodes produced for the Sixty-seventh (67th) Cycle, the Sixty-eighth (68th) Cycle, the Sixty-ninth (69th) Cycle, and the Seventieth (70th) Cycle (such four Cycles, collectively, the "Tenth 4-Cycle Set") on a pay-or-play basis (subject to Company's rights in the event of default, disability and/or force majeure as set forth in the Standard Terms of the Agreement) upon Company's timely delivery to the Network of the final episode of the Sixty-sixth (66th) Cycle.
 - xi. For purposes of clarity, in the event that Company does not produce the Tenth 4-Cycle Set or any preceding Cycle(s), and subject to the terms of Paragraph 3(c) of the Agreement, then any and all pay-or-play entitlements of Lender f/s/o Artist shall apply through and including the Tenth 4-Cycle Set (in accordance with the minimum guarantee set forth in subparagraph (c) below) and Lender f/s/o Artist shall be compensated as such as if all such episodes had been produced through and including the Tenth 4-Cycle Set (subject to Company's rights in the event of default, disability and/or force majeure as set forth in the Standard Terms of the Agreement).
 - xii. The production (including pre-production and post-production), delivery, and acceptance of every episode in two 4-Cycle Sets (i.e., 336 episodes in total) shall be completed within a twelve (12) month period, with delivery of two (2) Cycles (i.e., 84 episodes) occurring each calendar quarter.
- b. Company shall have sixteen (16) additional, successive, dependent, exclusive options (each also referred to as a "Cycle Option") to engage Lender on a pay-or-play basis to furnish the executive producer services of Artist in connection with all episodes produced for up to sixteen (16) additional cycles (each also referred to as a "Cycle") of the Project beyond the Seventieth (70th) Cycle (specifically, the "Seventy-first (71st) Cycle," "Seventy-second (72nd) Cycle," "Seventy-third (73rd) Cycle," "Seventy-fourth (74th) Cycle," "Seventy-fifth (75th) Cycle," "Seventy-sixth (76th) Cycle," "Seventy-seventh (77th) Cycle," "Seventy-eighth (78th) Cycle," "Seventy-ninth (79th) Cycle," "Eightieth (80th) Cycle," "Eighty-first (81st) Cycle," "Eighty-second (82nd) Cycle," "Eighty-third (83rd) Cycle," "Eighty-fourth (84th) Cycle," "Eighty-fifth (85th) Cycle," and "Eighty-sixth (86th) Cycle").

For purposes of clarity, the Seventy-first (71st) Cycle, Seventy-second (72nd) Cycle, Seventy-third (73rd) Cycle, and Seventy-fourth (74th) Cycle may be referred to collectively as the "Eleventh 4-Cycle Set". The Seventy-fifth (75th) Cycle, Seventy-sixth (76th) Cycle, Seventy-seventh (77th) Cycle, and Seventy-eighth (78th) Cycle may be referred to collectively as the "Twelfth (12th) 4-Cycle Set". The Seventy-ninth (79th) Cycle, Eightieth (80th) Cycle, Eighty-first (81st) Cycle, and Eighty-second (82nd) Cycle may be referred to collectively as the "Thirteenth 4-Cycle Set". The Eighty-third (83rd) Cycle, Eighty-fourth (84th) Cycle, Eighty-fifth (85th) Cycle, and Eighty-sixth (86th) Cycle may be referred to collectively as the "Fourteenth 4-Cycle Set".

- c. Company acknowledges that each of the Cycles from the Thirty-first (31st) Cycle to the Eighty-Sixth (86th) Cycle, if ordered, and as applicable, will be comprised of no less than forty-two (42) episodes per Cycle.

2. **Paragraph 14.** The following provisions are appended to the end of Paragraph 14:

Company will pay Lender f/s/o Artist a one-time aggregate, lump sum bonus for the Thirty-first (31st) Cycle (which shall be payable by Company upon Company's receipt of a copy of this Amendment No. 7 executed by Lender and Artist) in the amount of One Hundred and Fifty Thousand United States Dollars (USD \$150,000.00) (the "First 4-Cycle Set Bonus").

Provided that the Thirty-fifth (35th) Cycle is ordered, Company will pay Lender f/s/o Artist a one-time aggregate, lump sum bonus for the Thirty-fifth (35th) Cycle (which shall be payable by Company upon

the commencement of pre-production of the Thirty-fifth (35th) Cycle in the amount of One Hundred and Fifty Thousand United States Dollars (USD \$150,000.00) (the “Second 4-Cycle Set Bonus”).

Provided that the Thirty-ninth (39th) Cycle is ordered, Company will pay Lender f/s/o Artist a one-time aggregate, lump sum bonus for the Thirty-ninth (39th) Cycle (which shall be payable by Company upon the commencement of pre-production of the Thirty-ninth (39th) Cycle) in the amount of One Hundred and Fifty Thousand United States Dollars (USD \$150,000.00) (the “Third 4-Cycle Set Bonus”).

Provided that the Forty-third (43rd) Cycle is ordered, Company will pay Lender f/s/o Artist a one-time aggregate, lump sum bonus for the Forty-third (43rd) Cycle (which shall be payable by Company upon the commencement of pre-production of the Forty-third (43rd) Cycle) in the amount of One Hundred and Fifty Thousand United States Dollars (USD \$150,000.00) (the “Fourth 4-Cycle Set Bonus”).

Provided that the Forty-seventh (47th) Cycle is ordered, Company will pay Lender f/s/o Artist a one-time aggregate, lump sum bonus for the Forty-seventh (47th) Cycle (which shall be payable by Company upon the commencement of pre-production of the Forty-seventh (47th) Cycle) in the amount of One Hundred and Fifty Thousand United States Dollars (USD \$150,000.00) (the “Fifth 4-Cycle Set Bonus”).

Provided that the Fifty-First (51st) Cycle is ordered, Company will pay Lender f/s/o Artist a one-time aggregate, lump sum bonus for the Fifty-First (51st) Cycle (which shall be payable by Company upon the commencement of pre-production of the Fifty-First (51st) Cycle) in the amount of One Hundred and Fifty Thousand United States Dollars (USD \$150,000.00) (the “Sixth 4-Cycle Set Bonus”).

Provided that the Fifty-fifth (55th) Cycle is ordered, Company will pay Lender f/s/o Artist a one-time aggregate, lump sum bonus for the Fifty-fifth (55th) Cycle (which shall be payable by Company upon the commencement of pre-production of the Fifty-fifth (55th) Cycle) in the amount of One Hundred and Fifty Thousand United States Dollars (USD \$150,000.00) (the “Seventh 4-Cycle Set Bonus”).

Provided that the Fifty-ninth (59th) Cycle is ordered, Company will pay Lender f/s/o Artist a one-time aggregate, lump sum bonus for the Fifty-ninth (59th) Cycle (which shall be payable by Company upon the commencement of pre-production of the Fifty-ninth (59th) Cycle) in the amount of One Hundred and Fifty Thousand United States Dollars (USD \$150,000.00) (the “Eighth 4-Cycle Set Bonus”).

Provided that the Sixty-third (63rd) Cycle is ordered, Company will pay Lender f/s/o Artist a one-time aggregate, lump sum bonus for the Sixty-third (63rd) Cycle (which shall be payable by Company upon the commencement of pre-production of the Sixty-third (63rd) Cycle) in the amount of One Hundred and Fifty Thousand United States Dollars (USD \$150,000.00) (the “Ninth 4-Cycle Set Bonus”).

Provided that the Sixty-seventh (67th) Cycle is ordered, Company will pay Lender f/s/o Artist a one-time aggregate, lump sum bonus for the Sixty-seventh (67th) Cycle (which shall be payable by Company upon the commencement of pre-production of the Sixty-seventh (67th) Cycle) in the amount of One Hundred and Fifty Thousand United States Dollars (USD \$150,000.00) (the “Tenth 4-Cycle Set Bonus”).

Provided that the Seventy-first (71st) Cycle is ordered, Company will pay Lender f/s/o Artist a one-time aggregate, lump sum bonus for the Seventy-first (71st) Cycle (which shall be payable by Company upon the commencement of pre-production of the Seventy-first (71st) Cycle) in the amount of One Hundred and Fifty Thousand United States Dollars (USD \$150,000.00) (the “Eleventh 4-Cycle Set Bonus”).

Provided that the Seventy-fifth (75th) Cycle is ordered, Company will pay Lender f/s/o Artist a one-time aggregate, lump sum bonus for the Seventy-fifth (75th) Cycle (which shall be payable by Company upon the commencement of pre-production of the Seventy-fifth (75th) Cycle) in the amount of One Hundred and Fifty Thousand United States Dollars (USD \$150,000.00) (the “Twelfth 4-Cycle Set Bonus”).

Provided that the Seventy-ninth (79th) Cycle is ordered, Company will pay Lender f/s/o Artist a one-time aggregate, lump sum bonus for the Seventy-ninth (79th) Cycle (which shall be payable by Company upon the commencement of pre-production of the Seventy-ninth (79th) Cycle) in the amount of One Hundred and Fifty Thousand United States Dollars (USD \$150,000.00) (the "Thirteenth 4-Cycle Set Bonus").

Provided that the Eighty-third (83rd) Cycle is ordered, Company will pay Lender f/s/o Artist a one-time aggregate, lump sum bonus for the Eighty-third (83rd) Cycle (which shall be payable by Company upon the commencement of pre-production of the Eighty-third (83rd) Cycle) in the amount of One Hundred and Fifty Thousand United States Dollars (USD \$150,000.00) (the "Fourteenth 4-Cycle Set Bonus").

Notwithstanding the foregoing and for purposes of clarity, for each One Hundred and Fifty Thousand Dollar (\$150,000.00) bonus payment, if any, payable to Lender f/s/o Artist as set forth hereinabove in this Paragraph 14, Company shall be responsible for Seventy-five Thousand Dollars (\$75,000.00) of said bonus payment and Network shall be responsible for Seventy-five Thousand Dollars (\$75,000.00) of said bonus payment; however, for the avoidance of doubt, Company shall pay the full amount of each One Hundred and Fifty Thousand Dollar (\$150,000.00) bonus payment to Lender f/s/o Artist in accordance with the terms hereof.

B. In addition to modifying the terms of the Agreement as set forth above, this Amendment No. 7 shall also serve as notice that pursuant to Paragraph 3(b) of the Agreement, Company is hereby exercising its Cycle Option to engage Lender on a pay-or-play basis to furnish Artist's executive producer services in connection with all episodes produced for the Thirty-first (31st) Cycle, as contemplated by, and pursuant to all terms and conditions set forth in, the Agreement as modified by this Amendment No. 7. In addition, each Cycle Option shall be deemed exercised and Lender shall be engaged on a pay-or-play basis to furnish Artist's executive producer services in connection with all episodes produced for the Thirty-second (32nd) Cycle through and including the Seventieth (70th) Cycle subject to Network picking up the applicable Cycle as contemplated by, and pursuant to all terms and conditions set forth in, the Agreement as modified by this Amendment No. 7. Company hereby acknowledges that the Network has picked up the First 4-Cycle Set as of the date of execution hereof. Notwithstanding the foregoing, Artist shall not be obligated to render services in connection with each respective Cycle until the applicable Cycle Option is deemed exercised. Furthermore, the parties hereby acknowledge that it is anticipated that more than one (1) Cycle may be exercised per calendar year, if at all, such that the term of services shall not exceed seven (7) years from the Effective Date.

C. All of the provisions of this Amendment No. 7 are deemed incorporated in, and made a part of, the Agreement; and the Agreement as supplemented and amended by this Amendment No. 7, shall be read, taken and construed as one and the same agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect and is hereby ratified. This Amendment No. 7 and the Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of law principles. This Amendment No. 7 may be executed in any number of counterparts, or facsimile or DocuSign counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Sincerely yours,

PURPLE SHARK, LLC

DocuSigned by:
By: Joe Carr
4BAB0C553F1E4EE...
CEO

Its: _____

Date: 2/28/2023

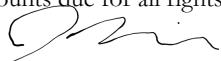
ACCEPTED AND AGREED TO:

GORILLA FLICKS

By: 
Jeff Tremaine, Authorized Signatory

Date: 2/21/2023

I, Jeff Tremaine, have read and am familiar with all the terms of the foregoing agreement between Purple Shark, LLC (“Company”) and Gorilla Flicks (“Lender”) and, in order to induce Company to enter into said agreement, I consent to the execution thereof, ratify and confirm in my individual capacity all representations, warranties and agreements of Lender contained herein, agree to be bound by the terms and conditions thereof and agree that I shall render all services and grant all rights as are necessary to enable Lender to comply with its obligations under said agreement. Unless I am substituted for Lender as a direct party to the agreement, I agree to look solely to Lender for full payment of any amounts due for all rights granted and services performed thereunder.


Jeff Tremaine

Date: 2/21/2023

EXHIBIT C

GARMAN
TURNER
GORDON

7251 AMIGO STREET
SUITE 210
LAS VEGAS, NV 89119
WWW.GTG.LEGAL
PHONE: 725 777 3000
FAX: 725 777 3112

October 31, 2025

Teresa M. Pilatowicz, Esq.
Tpilatowicz@gtg.legal

SENT VIA FAX AND U.S. MAIL

New Remote Productions, Inc.
Viacom Media Networks, a division of Viacom, Inc.
1515 Broadway Avenue
New York, New York 10036
Attention: Business & Legal Affairs
Facsimile: (212) 846-1849

Re: Purple Shark, LLC – Chapter 11 Filing and Continuation of Contractual Payments

To Whom it May Concern:

Garman Turner Gordon represents Purple Shark, LLC (the “Debtor”), among other affiliated debtors,¹ in its pending chapter 11 case filed on September 29, 2025 and pending in the United States Bankruptcy Court for the District of Nevada, Case No. 25-15714-MKN.

The Debtor remains in possession of its assets and is operating in the ordinary course of business pursuant to 11 U.S.C. §§ 1107(a) and 1108. This letter provides formal notice concerning your ongoing contractual relationship with the Debtor under the Production Services Agreement dated September 23, 2015 (as amended, the “Agreement”) between the Debtor and New Remote Productions, Inc. (“MTV”).

The Debtor intends to continue performance under the Agreement in the ordinary course of business and as such, all payments and remittances due to the Debtor under the Agreement must

¹ The debtors in the affiliated case are: Thrill Intermediate LLC (“Intermediate”), Case No. 25-15714-mkn (“Lead Case”); Thrill Holdings LLC (“Holdings”), Case No. 25-15715-mkn; Superjacket Productions LLC (“Superjacket”), Case No. 25-15716-mkn; Purple Shark, LLC (“Purple Shark”), Case No. 25-15717-mkn; Perfect Feet Productions, LLC (“Perfect Feet”), Case No. 25-15718-mkn; Crown Media Entertainment, LLC (“Crown”), Case No. 25-15719-mkn; Conduit Post, LLC (“Conduit”), Case No. 25-15720-mkn; Nitrocross IP Holdings LLC (“Nitrocross IP”), Case No. 25-15721-mkn; and Nitro Rallycross LLC (“Rallycross”), Case No. 25-15722-mkn (collectively, the “Debtors”).

GARMAN TURNER GORDON

Page 2

continue in full and on schedule, without reduction, offset, or diversion, unless otherwise authorized by an order of the Bankruptcy Court.

The automatic stay imposed by 11 U.S.C. § 362 prohibits any act to collect, offset, or otherwise interfere with contractual payments or obligations owed to the Debtor. Thus, any change to the payment schedule, withholding, or redirection of payments would constitute a violation of the automatic stay, subjecting MTV to sanctions under 11 U.S.C. § 362(k).

Nothing in this letter modifies or waives any of the Debtor's rights under the Bankruptcy Code or the Agreement, all of which are expressly reserved.

Sincerely,

GARMAN TURNER GORDON LLP

/s/ Teresa Pilatowicz

Teresa M. Pilatowicz, Esq.

cc: Jeremy Rosenthal, Chief Restructuring Officer, jrosenthal@force10partners.com
Bryon Rubin, bryon.rubin@cbs.com
Allison Brightman, allison.brightman@cbs.com

EXHIBIT D

Thursday, February 5, 2026 at 12:54:02 PM Mountain Standard Time

Subject: RE: Nov 26, 2025 letter
Date: Monday, February 2, 2026 at 11:30:18 AM Mountain Standard Time
From: Buchweitz, Yehudah
To: Leslie Cohen
CC: Hughes, Andrew, Goren, Matthew, J'aime Williams Kerper, Warren Dern, Tom Collier
Attachments: image001.jpg, image002.jpg, image003.png, image004.png, image005.png, image006.png, image007.png

Leslie –

We have not made payments to Purple Shark since late November, just like your client. There is not a current contractual payment date to your client, but at this time we do not intend to make payments, as we have advised. As you know, we have been recently engaged and we are assessing all issues. We welcome your draft motion and would be happy to review and consider it when it's ready. To the extent you are arguing we can make payments directly to your client I would encourage you to include a full discussion under the contracts so all parties can assess and maybe even consent.



Yehudah L. Buchweitz
Partner

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Yehudah.Buchweitz@weil.com
+1 212 310 8256 Direct
+1 212 310 8007 Fax

From: Leslie Cohen <leslie@lesliecohenlaw.com>
Sent: Friday, January 30, 2026 6:31 PM
To: Buchweitz, Yehudah <Yehudah.Buchweitz@weil.com>
Cc: Hughes, Andrew <Andrew.Hughes@paramount.com>; Goren, Matthew <matthew.goren@weil.com>; J'aime Williams Kerper <jaime@lesliecohenlaw.com>; Warren Dern <warren@sowdllp.com>; Tom Collier <tom@sowdllp.com>
Subject: Re: Nov 26, 2025 letter

Hi Yehudah,

Thanks for your time on yesterday's call and for sending over the November 26 letter from Debtor's counsel.

Question for you/Andy: Is MTV currently making payments to the Debtor , and if so, do these payments include the amounts due to Gorilla Flicks under the pay or play contract? When was the last time MTV paid the Debtor, and what was the amount of that payment? When is the next payment due under the contract, and does MTV intend to pay it?

We need this information for the relief from stay motion, so we'd appreciate your getting back to us asap.

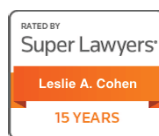
Thanks much!

Best,

Leslie A. Cohen



1615-A Montana Ave.
Santa Monica, CA 90403
310-394-5900
fax 310-394-9280
cell 310-922-8104
www.lesliecohenlaw.com



From: Buchweitz, Yehudah <Yehudah.Buchweitz@weil.com>

Sent: Thursday, January 29, 2026 3:23 PM

To: Leslie Cohen <leslie@lesliecohenlaw.com>

Cc: Hughes, Andrew <Andrew.Hughes@paramount.com>; Goren, Matthew <matthew.goren@weil.com>

Subject: Nov 26, 2025 letter

Hi. This was the letter that we mentioned that we got dated Nov 26.

Weil

Yehudah L. Buchweitz
Partner

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Yehudah.Buchweitz@weil.com
+1 212 310 8256 Direct
+1 212 310 8007 Fax

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EXHIBIT E



Ridiculousness Cycle 51-54

PAYMENT SCHEDULE:

GORILLA FLICKS, INC. F/S/O-JEFF TREMAINE

	# OF EPI	EPISODE FEE	TOTALS
Service Fee	168	22,500.00	\$ 3,780,000.00
Pick Up Bonus	1	75,000.00	\$ 75,000.00
GRAND TOTAL			\$ 3,855,000.00

PAYMENT #	PAYMENT DUE DATE:	AMOUNT OF PYMT:	PAID ?	EPISODES
1	6/13/25	\$ 75,000.00	UNPAID	Bonus
2	7/25/25	\$ 945,000.00	UNPAID	42
3	8/29/25	\$ 945,000.00	UNPAID	42
4	10/17/25	\$ 945,000.00	UNPAID	42
5	11/14/25	\$ 945,000.00	UNPAID	42
GRAND TOTAL:		\$ 3,855,000.00		

Payment 4 and 5 not
paid for a total of \$1,890,000 not paid

EXHIBIT F

RIDICULOUSNESS C55-C58				RIDICULOUSNESS C59-C62			
JEFF TREMAINE				JEFF TREMAINE			
			Revised Date				
Ridic C55-C58 CF #1	10/18/2025	75,000	Paid	Ridic C59-C62 CF #1	4/3/2026	75,000	
Ridic C55-C58 CF #2	10/18/2025	198,947	Paid	Ridic C59-C62 CF #2	4/3/2026	198,947	
Ridic C55-C58 CF #3	11/1/2025	198,947	Paid	Ridic C59-C62 CF #3	4/17/2026	198,947	
Ridic C55-C58 CF #4	11/15/2025	198,947	Paid	Ridic C59-C62 CF #4	5/1/2026	198,947	
Ridic C55-C58 CF #5	11/29/2025	198,947	12/8/2025	Ridic C59-C62 CF #5	5/15/2026	198,947	
Ridic C55-C58 CF #6	12/13/2025	198,947	12/8/2025	Ridic C59-C62 CF #6	5/29/2026	198,947	
Ridic C55-C58 CF #7	12/27/2025	198,947	12/22/2025	Ridic C59-C62 CF #7	6/12/2026	198,947	
Ridic C55-C58 CF #8	1/10/2026	198,947	1/9/2026	Ridic C59-C62 CF #8	6/26/2026	198,947	
Ridic C55-C58 CF #9	1/24/2026	198,947	1/23/2026	Ridic C59-C62 CF #9	7/10/2026	198,947	
Ridic C55-C58 CF #10	2/7/2026	198,947	2/6/2026	Ridic C59-C62 CF #10	7/24/2026	198,947	
Ridic C55-C58 CF #11	2/21/2026	198,947	2/20/2026	Ridic C59-C62 CF #11	8/7/2026	198,947	
Ridic C55-C58 CF #12	3/7/2026	198,947	3/6/2026	Ridic C59-C62 CF #12	8/21/2026	198,947	
Ridic C55-C58 CF #13	3/21/2026	198,947	3/20/2026	Ridic C59-C62 CF #13	9/4/2026	198,947	
Ridic C55-C58 CF #14	4/4/2026	198,947	4/3/2026	Ridic C59-C62 CF #14	9/18/2026	198,947	
Ridic C55-C58 CF #15	4/18/2026	198,947	4/17/2026	Ridic C59-C62 CF #15	10/2/2026	198,947	
Ridic C55-C58 CF #16	5/2/2026	198,947	5/1/2026	Ridic C59-C62 CF #16	10/16/2026	198,947	
Ridic C55-C58 CF #17	5/16/2026	198,947	5/15/2026	Ridic C59-C62 CF #17	10/30/2026	198,947	
Ridic C55-C58 CF #18	5/30/2026	198,947	5/29/2026	Ridic C59-C62 CF #18	11/13/2026	198,947	
Ridic C55-C58 CF #19	6/13/2026	198,947	6/12/2026	Ridic C59-C62 CF #19	11/27/2026	198,947	
Ridic C55-C58 CF #20	6/27/2026	198,947	6/26/2026	Ridic C59-C62 CF #20	12/11/2026	198,947	
		(671,842)	Paid				
		3,183,158	Net Due			3,855,000	
RIDICULOUSNESS C63-C66				RIDICULOUSNESS C67-C70			
JEFF TREMAINE				JEFF TREMAINE			
Ridic C63-C66 CF #1	10/17/2026	75,000		Ridic C67-C70 CF #1	4/3/2027	75,000	
Ridic C63-C66 CF #2	10/17/2026	198,947		Ridic C67-C70 CF #2	4/3/2027	198,947	
Ridic C63-C66 CF #3	10/31/2026	198,947		Ridic C67-C70 CF #3	4/17/2027	198,947	
Ridic C63-C66 CF #4	11/14/2026	198,947		Ridic C67-C70 CF #4	5/1/2027	198,947	
Ridic C63-C66 CF #5	11/28/2026	198,947		Ridic C67-C70 CF #5	5/15/2027	198,947	
Ridic C63-C66 CF #6	12/12/2026	198,947		Ridic C67-C70 CF #6	5/29/2027	198,947	
Ridic C63-C66 CF #7	12/26/2026	198,947		Ridic C67-C70 CF #7	6/12/2027	198,947	
Ridic C63-C66 CF #8	1/9/2027	198,947		Ridic C67-C70 CF #8	6/26/2027	198,947	
Ridic C63-C66 CF #9	1/23/2027	198,947		Ridic C67-C70 CF #9	7/10/2027	198,947	
Ridic C63-C66 CF #10	2/6/2027	198,947		Ridic C67-C70 CF #10	7/24/2027	198,947	
Ridic C63-C66 CF #11	2/20/2027	198,947		Ridic C67-C70 CF #11	8/7/2027	198,947	
Ridic C63-C66 CF #12	3/6/2027	198,947		Ridic C67-C70 CF #12	8/21/2027	198,947	
Ridic C63-C66 CF #13	3/20/2027	198,947		Ridic C67-C70 CF #13	9/4/2027	198,947	
Ridic C63-C66 CF #14	4/3/2027	198,947		Ridic C67-C70 CF #14	9/18/2027	198,947	
Ridic C63-C66 CF #15	4/17/2027	198,947		Ridic C67-C70 CF #15	10/2/2027	198,947	
Ridic C63-C66 CF #16	5/1/2027	198,947		Ridic C67-C70 CF #16	10/16/2027	198,947	
Ridic C63-C66 CF #17	5/15/2027	198,947		Ridic C67-C70 CF #17	10/30/2027	198,947	
Ridic C63-C66 CF #18	5/29/2027	198,947		Ridic C67-C70 CF #18	11/13/2027	198,947	
Ridic C63-C66 CF #19	6/12/2027	198,947		Ridic C67-C70 CF #19	11/27/2027	198,947	
Ridic C63-C66 CF #20	6/26/2027	198,947		Ridic C67-C70 CF #20	12/11/2027	198,947	
		3,855,000				3,855,000	
		-				-	
RIDICULOUSNESS C55-C58		3,183,158					
RIDICULOUSNESS C59-C62		3,855,000					
RIDICULOUSNESS C63-C66		3,855,000					
RIDICULOUSNESS C67-C70		3,855,000					
Total Due		14,748,158					

EXHIBIT G

Thursday, February 5, 2026 at 12:56:53 PM Mountain Standard Time

Subject: Re: Purple Shark/Gorilla Flicks
Date: Wednesday, February 4, 2026 at 6:41:23 PM Mountain Standard Time
From: Jeremy Rosenthal
To: Leslie Cohen
CC: J'aime Williams Kerper, ggarman@gtg.legal
Attachments: RSIImage-227408.png, RSIImage-227408.png

Right now, I can't elaborate further than my statements on the call. Feel free to follow up further with counsel.

Jeremy Rosenthal | Partner

p 949-357-2360 d 310-870-3205

a 8383 Wilshire Boulevard, Suite 800, Beverly Hills, CA 90211

w www.force10partners.com e jrosenthal@force10partners.com

[LinkedIn](#) | [vCard](#)

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From: Leslie Cohen <leslie@lesliecohenlaw.com>
Sent: Wednesday, February 4, 2026 7:39:21 PM
To: Jeremy Rosenthal <jrosenthal@force10partners.com>
Cc: J'aime Williams Kerper <jaimewilliams@lesliecohenlaw.com>; ggarman@gtg.legal <ggarman@gtg.legal>
Subject: Re: Purple Shark/Gorilla Flicks

Hi Jeremy,

Thanks for your email.

Does this mean you are or are not asking the lender to approve payment to Gorilla Flicks?

Please explain what you mean by "advantageous to" my client if it is something other than paying them through the cash collateral budget. We do need clarity on this point in deciding whether a relief from stay motion is warranted. Thanks again and I look forward to hearing from you.

Best,

Leslie Cohen

LESLIE COHEN LAW PC

1615-A Montana Ave.

Santa Monica, CA 90403

T: 310.394.5900
F: 310.394.9280
www.lesliecohenlaw.com

On Feb 4, 2026, at 5:30 PM, Jeremy Rosenthal <jrosenthal@force10partners.com> wrote:

That is not quite what we discussed. As I said, we are currently negotiating for use of cash collateral and other matters that I think you will find advantageous to your client. I also confirmed that the docket item that is redacted has your client in as a line item in paragraph 6.

Jeremy Rosenthal | Partner

p 949-357-2360 d 310-870-3205

a 8383 Wilshire Boulevard, Suite 800, Beverly Hills, CA 90211

w www.force10partners.com e jrosenthal@force10partners.com

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From: Leslie Cohen <leslie@lesliecohenlaw.com>

Sent: Wednesday, February 4, 2026 7:15:13 PM

To: Jeremy Rosenthal <jrosenthal@force10partners.com>; J'aime Williams Kerper <jaime@lesliecohenlaw.com>; ggarman@gtg.legal <ggarman@gtg.legal>

Subject: Re: Purple Shark/Gorilla Flicks

Hi Jeremy,

Thanks for your time on our call this afternoon. Confirming from our call that Purple Shark is intending to pay Gorilla Flicks \$1.89M as part of its cash collateral budget, which covers the payments due for October and November 2025 for cycles 51-54. I understand that you are in negotiations with the lender seeking approval of this payment along with the others in the budget. You indicated an intention/hope to have a deal in place by next week, with a hearing on a compromise motion at the end of this month.

Is the Debtor also intending to make the bi-weekly payments of \$198,947 that are due for

cycles 55-70 as part of the cash collateral request?

As discussed on our call, we've been planning to file a motion for relief from stay so MTV can pay my client directly. I'm hopeful that that will be unnecessary, assuming you can get the lender approvals soon enough, but if we do decide to file the motion, either because your negotiations are delayed or otherwise, I will let you know. Thanks again.

Best,

Leslie A. Cohen
1615-A Montana Ave.
Santa Monica, CA 90403
310-394-5900
fax 310-394-9280
cell 310-922-8104
www.lesliecohenlaw.com

From: Jeremy Rosenthal <jrosenthal@force10partners.com>
Sent: Wednesday, February 4, 2026 11:38 AM
To: J'aime Williams Kerper <jaime@lesliecohenlaw.com>; ggarman@gtg.legal
<ggarman@gtg.legal>
Cc: Leslie Cohen <leslie@lesliecohenlaw.com>
Subject: Re: Purple Shark/Gorilla Flicks

We are in discussions regarding cash collateral. We will revert when we have more information.

Jeremy

Jeremy Rosenthal | Partner
p 949-357-2360 d 310-870-3205
a 8383 Wilshire Boulevard, Suite 800, Beverly Hills, CA 90211
w www.force10partners.com e jrosenthal@force10partners.com
[LinkedIn](#) | [vCard](#)
Click [here](#) to follow Force 10 Partners on LinkedIn

From: J'aime Williams Kerper <jaime@lesliecohenlaw.com>
Sent: Wednesday, February 4, 2026 1:27:57 PM
To: ggarman@gtg.legal <ggarman@gtg.legal>; jrosenthal@force10partners.com

<jrosenthal@force10partners.com>

Cc: Leslie Cohen <leslie@lesliecohenlaw.com>

Subject: Re: Purple Shark/Gorilla Flicks

Gentlemen,

We'd really appreciate your response on this.

J'aime Williams Kerper

Junior Partner

1615-A Montana Avenue
Santa Monica, CA 90403
jaime@lesliecohenlaw.com
Tel. 310 394 5900
Fax. 310 394 9280

From: J'aime Williams Kerper <jaime@lesliecohenlaw.com>

Date: Monday, February 2, 2026 at 6:42 PM

To: ggarman@gtg.legal <ggarman@gtg.legal>, jrosenthal@force10partners.com
<jrosenthal@force10partners.com>

Cc: Leslie Cohen <leslie@lesliecohenlaw.com>

Subject: Re: Purple Shark/Gorilla Flicks

Following up on my email from Friday. We appreciate your getting back to us as soon as possible.

J'aime Williams Kerper

Junior Partner

1615-A Montana Avenue
Santa Monica, CA 90403
jaime@lesliecohenlaw.com
Tel. 310 394 5900
Fax. 310 394 9280

From: J'aime Williams Kerper <jaime@lesliecohenlaw.com>

Date: Friday, January 30, 2026 at 5:45 PM

To: ggarman@gtg.legal <ggarman@gtg.legal>, jrosenthal@force10partners.com
<jrosenthal@force10partners.com>

Cc: Leslie Cohen <leslie@lesliecohenlaw.com>

Subject: Purple Shark/Gorilla Flicks

Mr. Garman and Mr. Rosenthal,

This email is to follow up on my call with Mr. Noall earlier today and my subsequent voicemail left for Mr. Rosenthal.

As you know, there are payments due to our client, Gorilla Flicks f/s/o Jeff Tremaine, under its Executive Producer Agreement with Purple Shark. Is Purple Shark is intending to make these ongoing payments post-petition? We note that there is a line item in the revised cash collateral budget at docket No. 302 for "Talent R55", and that Mr. Rosenthal's Declaration at docket No. 223 includes a list of payments for those individuals who are required to be "ready, willing, and able" to perform, but the names and amounts of payments are redacted, and Mr. Noall was unable to determine whether Gorilla Flicks is included in these payments when we spoke this afternoon. Please also advise whether MTV has made all required payments to Purple Shark post petition.

Please let us know as soon as possible whether the ongoing payments due Gorilla Flicks are included in the cash collateral budget so that we can advise our client and proceed accordingly.

Best,

J'aime Williams Kerper
Junior Partner

1615-A Montana Avenue
Santa Monica, CA 90403
jaime@lesliecohenlaw.com
Tel. 310 394 5900
Fax. 310 394 9280

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EXHIBIT H

Wednesday, March 4, 2026 at 8:20:59 AM Mountain Standard Time

Subject: Re: Purple Shark/Gorilla Flicks
Date: Tuesday, March 3, 2026 at 8:35:09 AM Mountain Standard Time
From: J'aime Williams Kerper
To: Gregory Garman, Leslie Cohen
CC: Camille Harper, Buchweitz, Yehudah, Jeremy Rosenthal
Attachments: Outlook-hppw1xem.jpg, Outlook-Text Desc.png, Outlook-Graphical .png, Outlook-Graphical .png, Outlook-Graphical .png, Outlook-A picture .png, Outlook-e5icecxf.jpg, Outlook-Text Desc.png, Outlook-Graphical .png, Outlook-Graphical .png, Outlook-Graphical .png, Outlook-A picture .png, image001[32].jpg, NVB 4001 - 362 Information Sheet.pdf

Hi Greg,

[REDACTED] we will be proceeding with filing our relief from stay motion tomorrow. Please send back the completed 362 form (reattached here) or let us know if you won't be returning the form so we can prepare the appropriate declaration.

Best,

J'aime Williams Kerper
Junior Partner



1615-A Montana Avenue
Santa Monica, CA 90403
jaime@lesliecohenlaw.com
Tel. 310 394 5900
Fax. 310 394 9280

From: Gregory Garman <Ggarman@Gtg.legal>
Date: Friday, February 27, 2026 at 11:52 AM
To: Leslie Cohen <leslie@lesliecohenlaw.com>
Cc: J'aime Williams Kerper <jaime@lesliecohenlaw.com>, Camille Harper <camille@lesliecohenlaw.com>, Buchweitz, Yehudah <yehudah.buchweitz@weil.com>, Jeremy Rosenthal <jrosenthal@force10partners.com>
Subject: Re: Purple Shark/Gorilla Flicks

Hi Leslie. Sorry for the delay. Let me know when you are free to touch base (hopefully today). Thanks. Greg

From: Leslie Cohen <leslie@lesliecohenlaw.com>
Date: Wednesday, February 25, 2026 at 4:11 PM

To: Gregory Garman <Ggarman@Gtg.legal>
Cc: J'aime Williams Kerper <jaime@lesliecohenlaw.com>, Camille Harper <camille@lesliecohenlaw.com>, Buchweitz, Yehudah <yehudah.buchweitz@weil.com>, Jeremy Rosenthal <jrosenthal@force10partners.com>
Subject: Re: Purple Shark/Gorilla Flicks

You don't often get email from leslie@lesliecohenlaw.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Greg,

I tried to reach you by phone again today and left word with Shelby in your office.

As discussed with Shelby, I was calling (and am writing now) to follow up on my February 17 email below. [REDACTED]

[REDACTED]

This email is our second written request, Per Local Rule 4001(a)(2), to communicate in good faith regarding resolution of the motion before filing a motion for relief from stay. I'm again attaching mandatory form NVB4001, the 362 information sheet, for you to complete the Debtor's side indicating your client's position on this request.

If not resolved by early next week, we intend to file the relief from stay motion on March 4, 2026, with a hearing date of March 25. Accordingly, **please get us the completed 362 information sheet by this Friday, February 27.** [REDACTED]

Thanks much and I look forward to hearing from you.

Best,

Leslie A. Cohen



LESLIE COHEN LAW
BANKRUPTCY PRACTICE

1615-A Montana Ave.
Santa Monica, CA 90403
310-394-5900
fax 310-394-9280
cell 310-922-8104
www.lesliecohenlaw.com



From: Leslie Cohen

Sent: Tuesday, February 17, 2026 4:25 PM

To: Gregory Garman <ggarman@gtg.legal>

Cc: J'aime Williams Kerper <jaimewilliams@lesliecohenlaw.com>; Camille Harper <camille@lesliecohenlaw.com>; Buchweitz, Yehudah <yehudah.buchweitz@weil.com>; Jeremy Rosenthal <jrosenthal@force10partners.com>

Subject: Purple Shark/Gorilla Flicks

Hi Greg,

I'm writing to follow up on my firm's recent correspondence with you and Jeremy Rosenthal, CRO, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

As also discussed on my call with Jeremy, we've been planning to file a motion for relief from stay so MTV/New Remote can pay Gorilla Flicks directly, which it has the right to do under its Production Services Agreement ("PSA") with the Debtor. [REDACTED]

[REDACTED]

Per Local Rule 4001(a)(2), "parties in interest are directed to communicate in good faith regarding resolution of the motion before filing a motion for relief from stay including, as appropriate, communication with any trustee appointed in the case." Please accept this email as our request for a good faith resolution of our intended relief from stay motion. I'm also attaching mandatory form NVB4001, the 362 information sheet, for you to complete the Debtor's side indicating your client's position on this request.

Please call me as soon as possible to discuss the foregoing. We will need to file the motion by March 4 to capture the March 25 hearing date, and hope to resolve the matter consensually before that time.

Thanks much and I look forward to hearing from you.

Best,

Leslie A. Cohen



LESLIE COHEN LAW
BANKRUPTCY PRACTICE

1615-A Montana Ave.
Santa Monica, CA 90403
310-394-5900
fax 310-394-9280
cell 310-922-8104
www.lesliecohenlaw.com





EXHIBIT I

**NEW REMOTE PRODUCTIONS, INC.
1515 Broadway
New York, New York 10036**

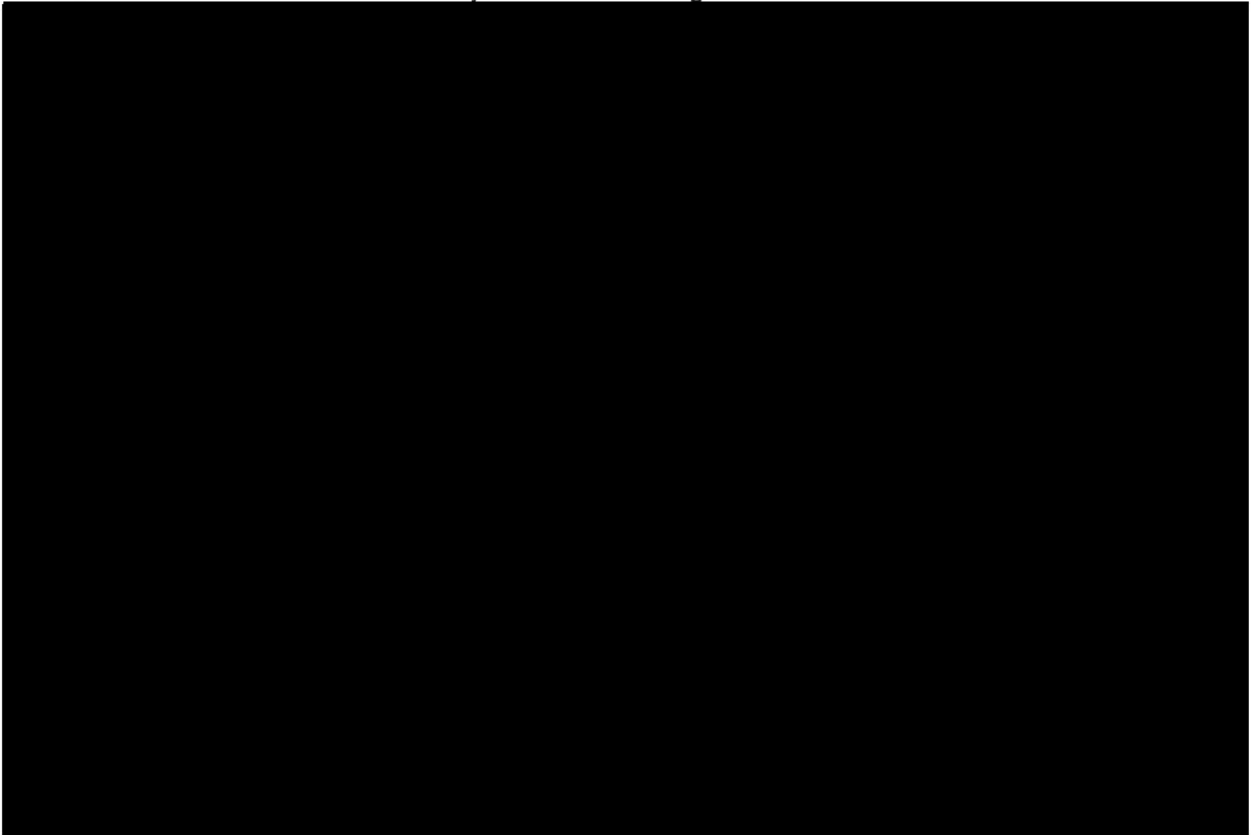
As of September 23, 2015

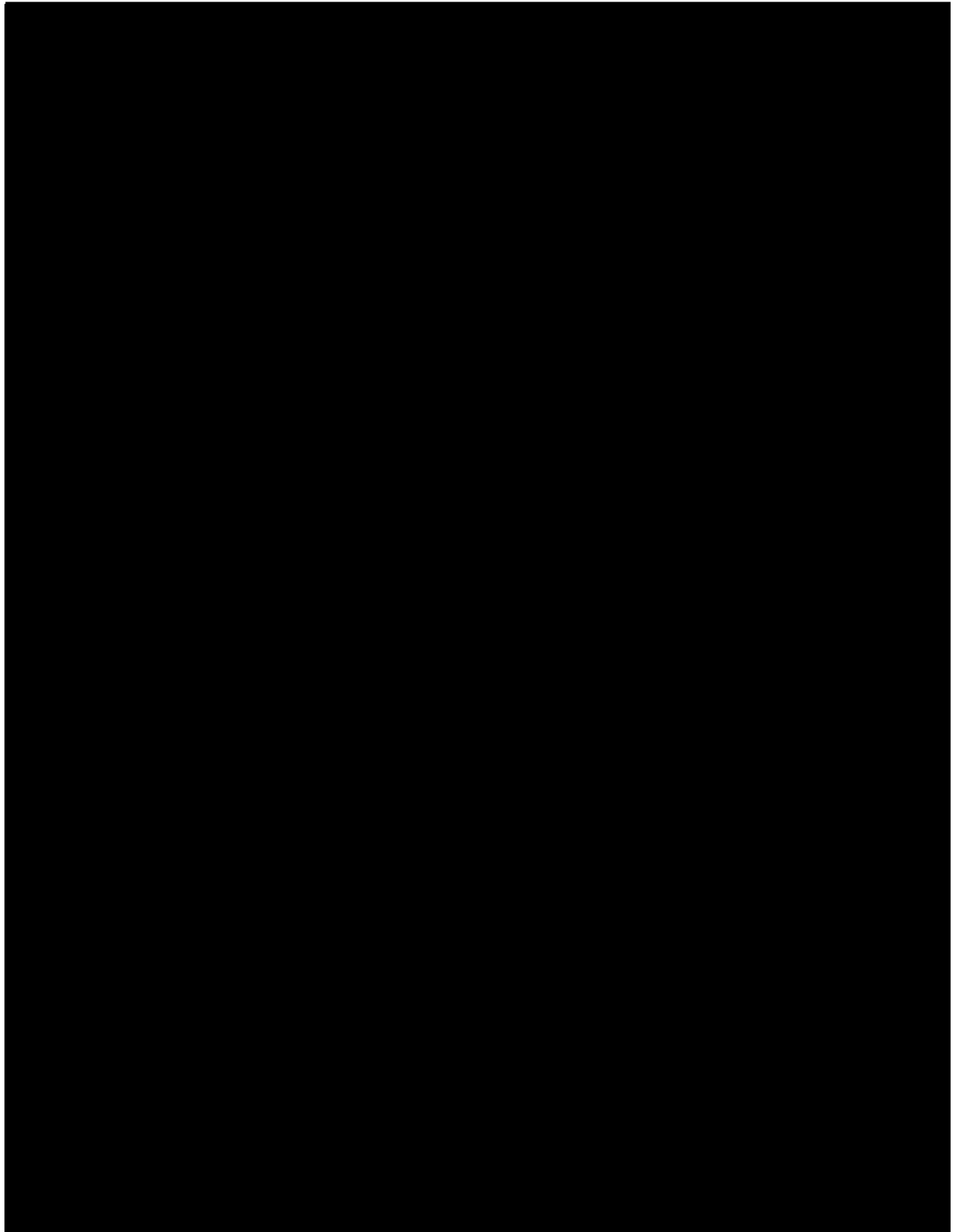
Purple Shark, LLC
c/o Abrams Garfinkel Margolis Bergson, LLP
5900 Wilshire Blvd. Suite 2250
Los Angeles, CA 90046
Attention: William L. Abrams, Esq.

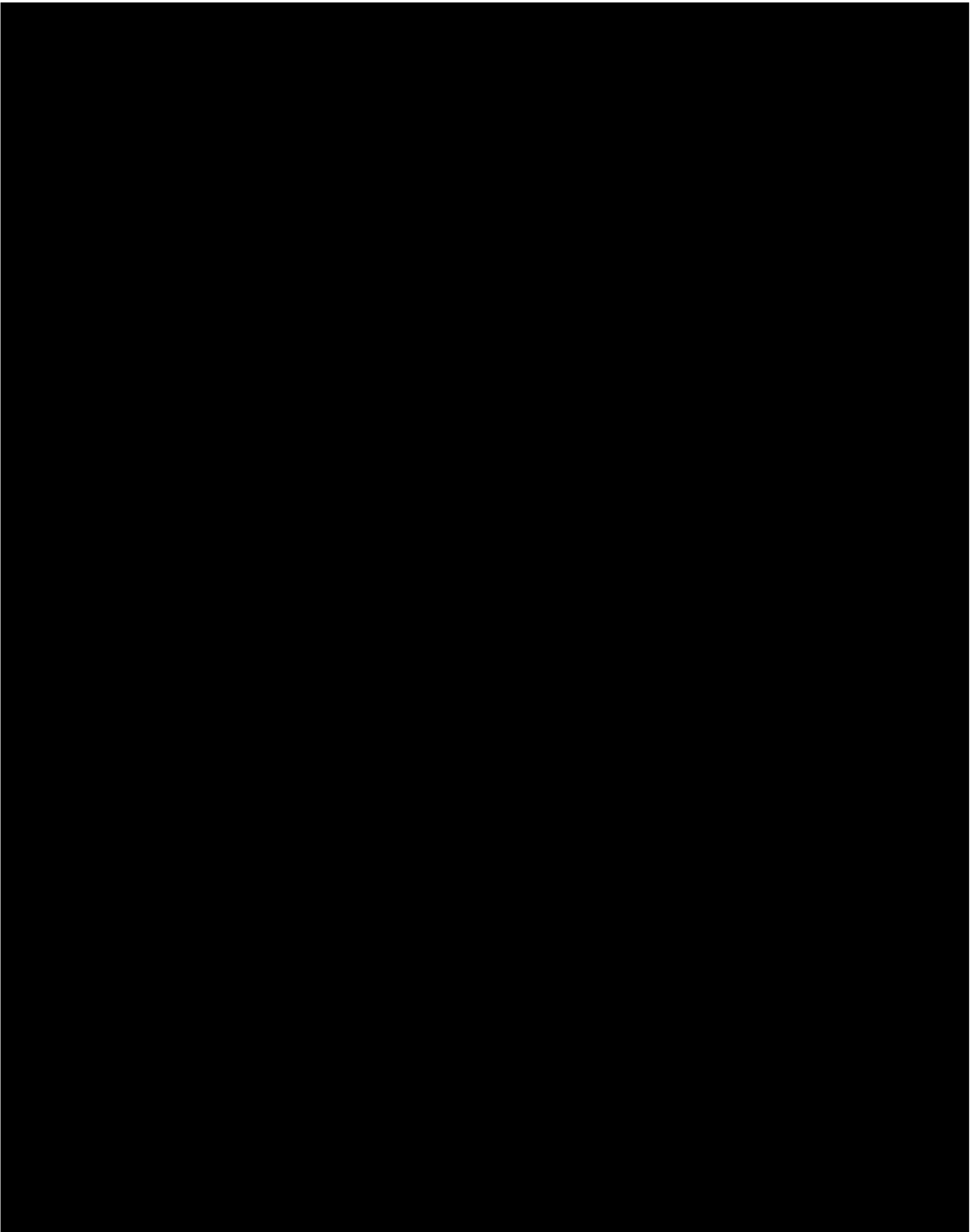
Re: "Ridiculousness" / Purple Shark, LLC - Production Services Agreement

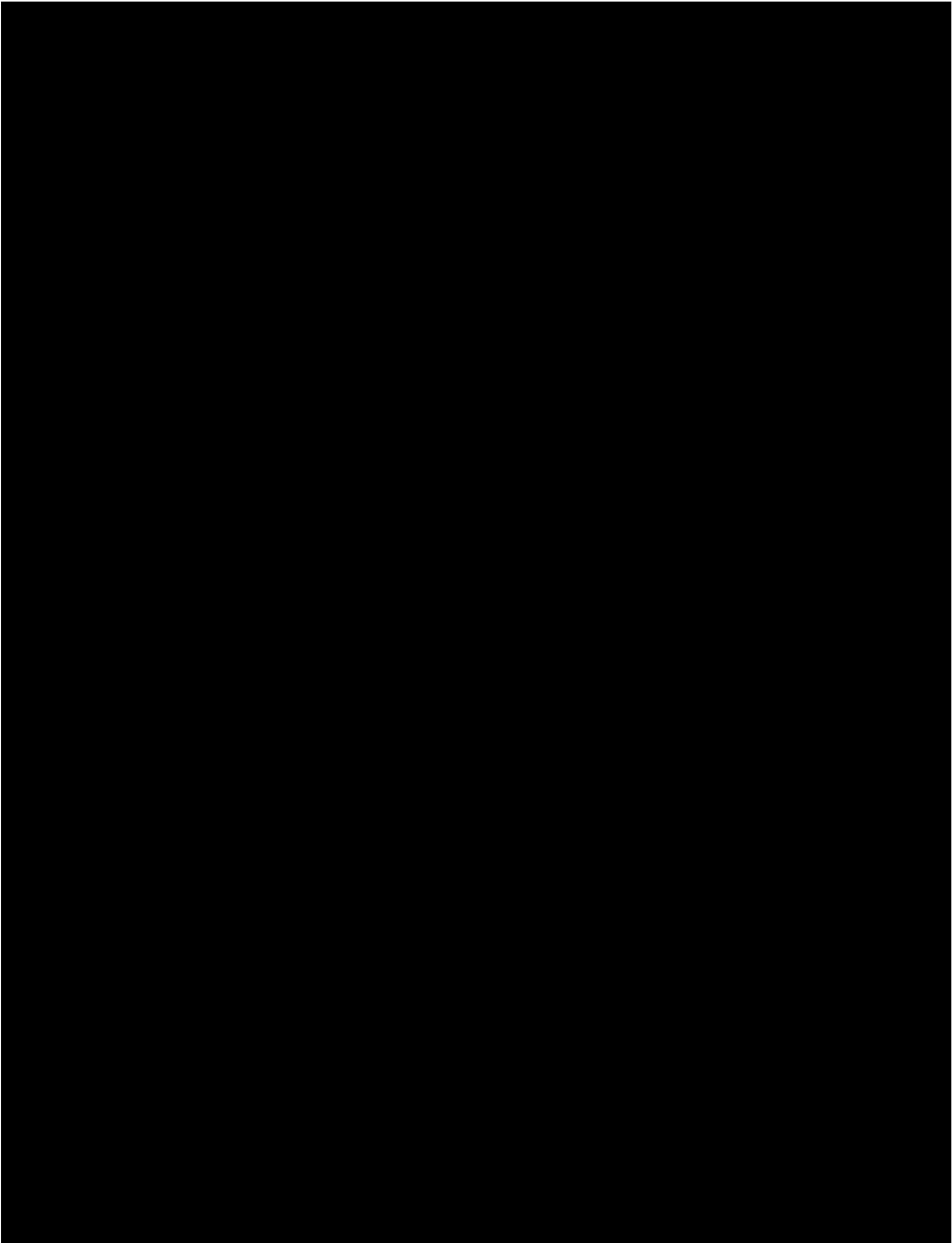
Dear Bill:

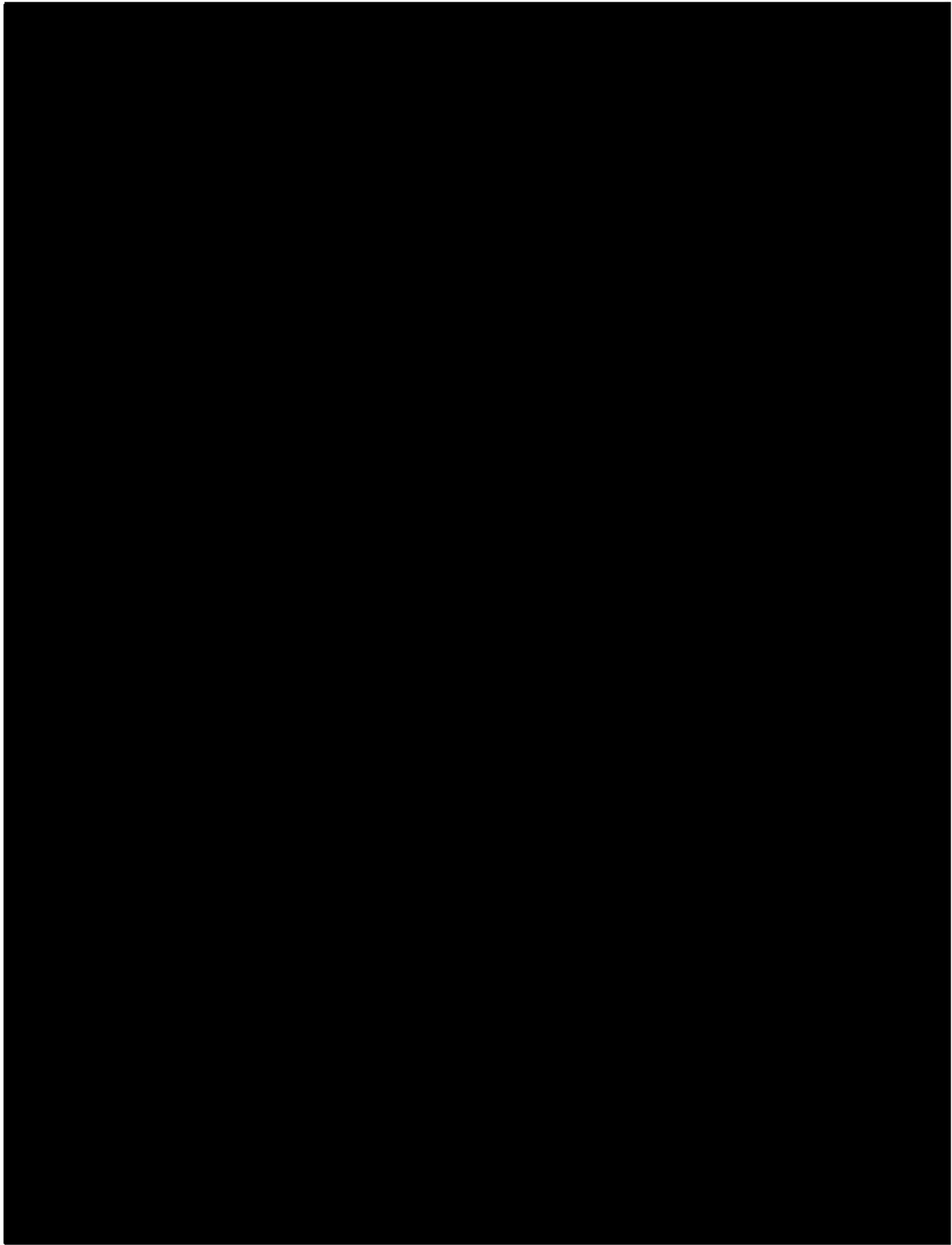
The following terms (the "**Deal Terms**"), together with the Standard Terms and Conditions (attached hereto as Exhibit "A" and incorporated herein by this reference [**Standard Terms**"]) and all other exhibits attached hereto, set forth the terms of agreement between New Remote Productions, Inc. ("**Company**") and Purple Shark, LLC ("**ProdCo**") with respect to ProdCo's production of the television project currently referred to as "Ridiculousness" ("**Series**") based thereon (the Series and all ancillary materials related thereto are collectively referred to herein as the "**Project**"). In connection with the foregoing, ProdCo shall also supply the individual executive producing services of Rob Dyrdek ("**Dyrdek**") and Shane Nickerson ("**Nickerson**") (Dyrdek and Nickerson sometimes collectively referred to as "**Artist**"), whose services shall be considered "of the essence" of this Agreement. These Deal Terms, the Standard Terms and all other exhibits referenced herein and/or attached hereto are collectively referred to as the "**Agreement**."

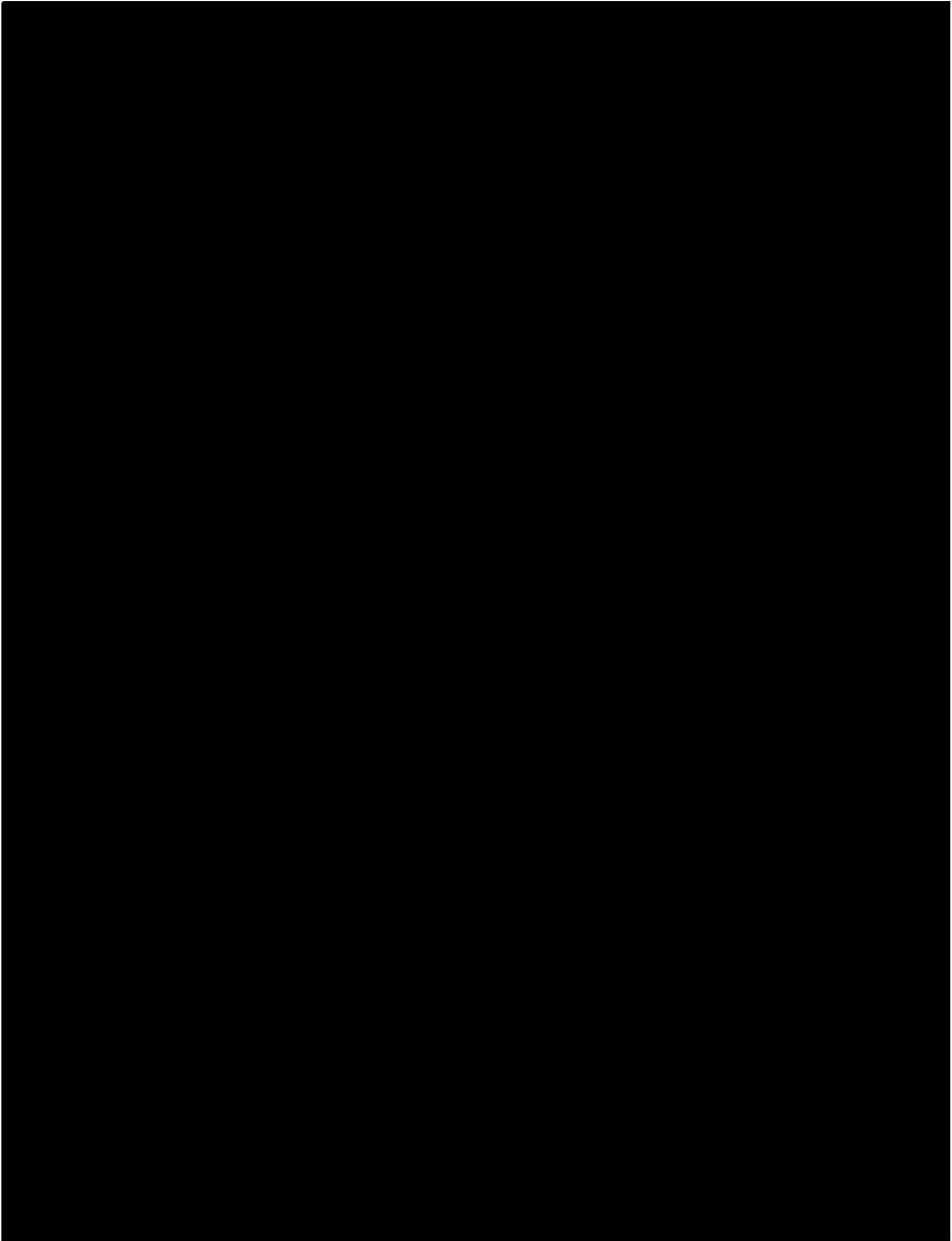








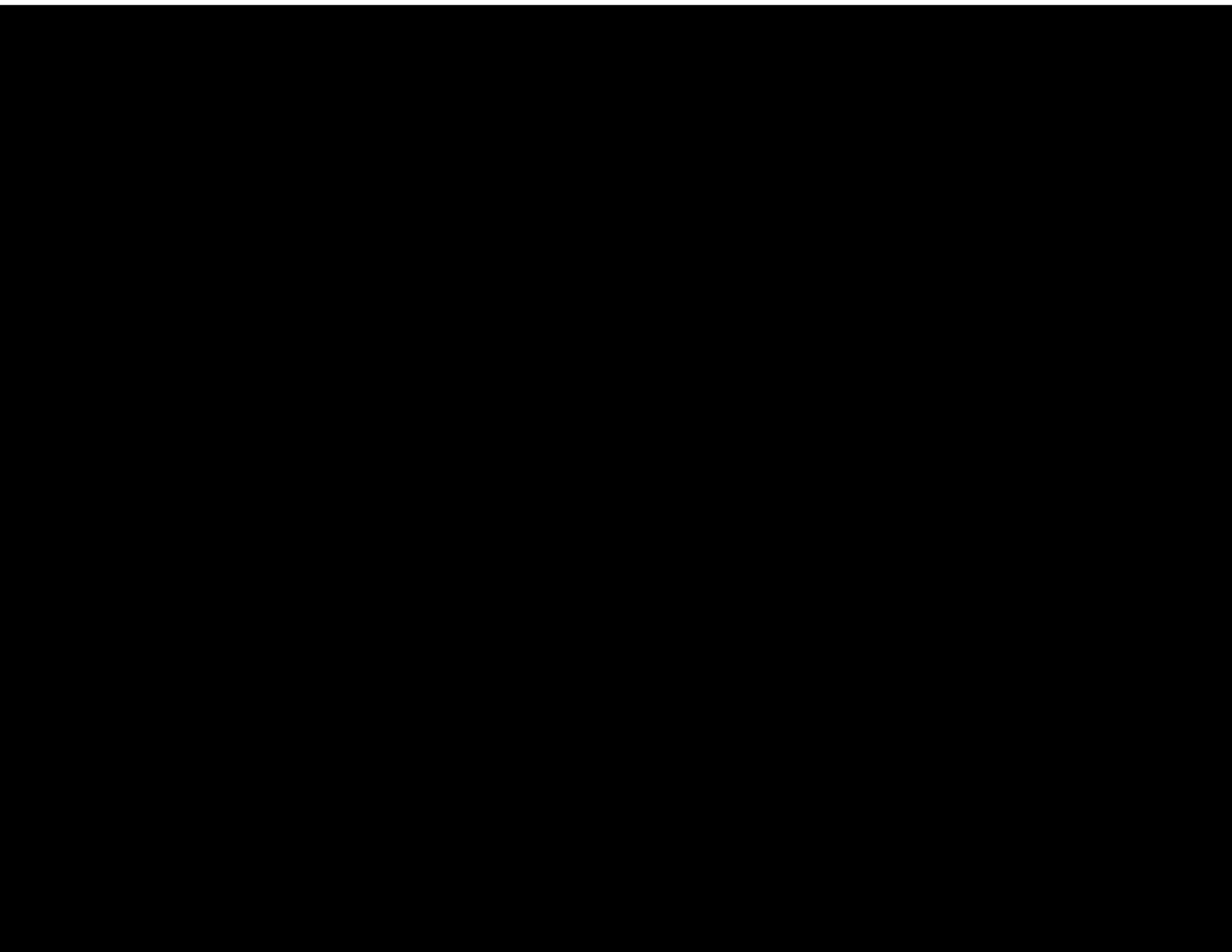




7. **SERVICES & OBLIGATIONS OF PRODCO.**

a. **Production Services.** ProDCo will perform all production services required to produce the Project as determined in good faith by Company and will develop, produce, complete and deliver the Project, and perform all executive producer and production services reasonably and/or customarily necessary and appropriate in that regard in accordance with Company's reasonable directions and the terms of this Agreement. ProDCo's services will be rendered in a first-class manner consistent with those performed by other first-class television production companies producing unscripted reality programming in the United States basic cable and network television industries. ProDCo will furnish, or cause to be furnished, all rights, personnel (including, but not limited to, Artist), facilities, equipment and materials required in connection with the preparation, production and delivery of the Project in accordance with the terms hereof. Without limiting the generality of the foregoing, ProDCo will, as may be necessary, assist in the development of ideas and concepts for the Project, administer (or engage an approved third party payroll company to administer) all of the employee payroll, furnish all production facilities and/or enter into agreements for the use of production facilities, enter into and administer all required licenses, releases and contracts, furnish all below-the-line and above-the-line personnel (including, but not limited to, all on-camera personnel and Artist, as necessary), prepare budgets, prepare and reasonably comply with cash flow schedules and generally oversee all day-to-day production activities for the Project, all in accordance with the Company-approved budget. In connection with all production services provided hereunder, ProDCo expressly acknowledges and agrees that it will maintain the data security of all Confidential Information as set forth in the Data Security for Confidential Information Rider attached to this Agreement as Exhibit "F" and incorporated herein by this reference. ProDCo and Company acknowledge and agree that ProDCo may elect to engage and/or delegate certain production services obligations to a third party production company. In the event of such election, the engagement of such a third party production company must be on terms and in a form reasonably pre-approved by Company in writing and, under all circumstances, ProDCo will remain primarily responsible and liable for all obligations and liabilities hereunder at all times (unless such third party production company is approved by Company to be substituted as a direct party to this Agreement). In addition, prior to any engagement of ProDCo's affiliated, subsidiary or associated entities to render services in connection with the Project, ProDCo will notify Company of such relationship in writing and obtain Company's prior written approval of such engagement in each instance. Any such approved engagement will be on terms

and in a form pre-approved by Company in writing and, under all circumstances, ProdCo will remain primarily responsible and liable for all obligations and liabilities in connection with such engagement. Subject in each instance to prior meaningful consultation with ProdCo, Company may elect to assign certain rights and/or delegate certain obligations to ProdCo in connection with ProdCo's production services for the Project (e.g., with respect to rights, services, payments, etc.). If Company assigns rights and/or delegates obligations under a third party agreement (collectively, "**3rd Party Agreement(s)**") to ProdCo in connection with ProdCo's production services hereunder, then pursuant to an assignment agreement between Company and ProdCo in connection with the applicable 3rd Party Agreements (which shall be negotiated in good faith consistent with the terms hereof), ProdCo will "step-into-the-shoes" of Company for purposes thereof, subject to the terms of this Agreement regarding rights and ownership of the Project and ProdCo's subsequent transfer of all rights in and to the Project to Company. Any such assignment or delegation of rights or obligations to ProdCo will be revocable by Company at any time, and will be deemed automatically revoked upon Company's exercise of its rights in the event of default, disability, force majeure or takeover (as provided in the Standard Terms) or in the event that ProdCo is no longer providing production services for the Project. In the event that Company assigns non-contingent cash payment obligations under a 3rd Party Agreement to ProdCo, the applicable sums due to the applicable third party(ies) will be included in the cash flow for the applicable Budget to accommodate the cash flow requirements (as approved by Company) of such payments and ProdCo will make such payments directly to such third party(ies) in accordance with the applicable terms and conditions (provided that in the event that such assigned sums are not included in the applicable Budget, the applicable sums to be paid by ProdCo will be treated as an "overage".) If Company (or its designated contracting entity) elects to make payments due to any such third party(ies) directly, the applicable sums will be excluded from the cash flow for the applicable Budget otherwise payable to ProdCo pursuant to the terms of this Agreement. Notwithstanding Company's assignment or delegation of any rights or obligations to ProdCo hereunder in connection with any 3rd Party Agreements, Company acknowledges and agrees that it will remain responsible for the payment of any contingent profit participation payments that may become due under the applicable terms of such 3rd Party Agreements and/or for the payment of any residuals or reuse payments that may become due to any such third parties as a result of Company's exploitation of the Project.



* * § 362 INFORMATION SHEET * *

THRILL INTERMEDIATE LLC et al
 DEBTOR
 Gorilla Flicks
 MOVANT

25-15714-MKN
 BK-
 CHAPTER: 11

MOTION #:

Certification of Attempt to Resolve the Matter Without Court Action:

Moving counsel hereby certifies that pursuant to the requirements of LR 4001(a)(2), an attempt has been made to resolve the matter without court action, but movant has been unable to do so.

Date: 03/04/2026

Signature: /s/ Leslie Cohen

Attorney for Movant

Note for parties not represented by an attorney: Information about motions for relief from the automatic stay is available at the U.S. Bankruptcy Court's website:
<https://www.nvb.uscourts.gov/filing/filing-pro-se/legal-services/>.

PROPERTY INVOLVED IN THIS MOTION: Payments due under Executive Producer Agree

NOTICE SERVED ON: Debtor(s) ; Debtor's counsel ; Trustee ;

DATE OF SERVICE:

MOVING PARTY'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

1st

2nd

3rd

4th

Other:

Total Encumbrances:

APPRAISAL of OPINION as to VALUE:

DEBTOR'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

1st

2nd

3rd

4th

Other:

Total Encumbrances:

APPRAISAL of OPINION as to VALUE:

**TERMS of MOVANT'S CONTRACT
with the DEBTOR(S):**

Amount of Note:

Interest Rate:

Duration:

Payment per Month:

Date of Default:

Amount in Arrears:

Date of Notice of Default:

SPECIAL CIRCUMSTANCES:

SUBMITTED BY:

**DEBTOR'S OFFER of "ADEQUATE
PROTECTION" for MOVANT :**

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SPECIAL CIRCUMSTANCES:

SUBMITTED BY:

SIGNATURE:

Print Form

Save Form

Clear Form