

MEMORANDUM OF UNDERSTANDING

relating to the making of "GOOD GIRL"

CONFIDENTIAL

BETWEEN:

- Management 360 Inc. ("M360") acting by and through its principal officer, Ms. Suzan Bymel;
- Entertainment 360 Llc. ("E360") acting by and through its Development Producer, Mr. Andrea Corbella; and
- RSV BH Llc. (aka Blumhouse Productions, hereinafter "Blumhouse" - 2401 Beverly Blvd, Los Angeles, CA 90057 U.S.A.) acting by and through its Co-president of Blumhouse Television, Ms. Marci Wiseman.

BACKGROUND:

A. E360, through this memorandum, expresses interest in be responsible for the "development" of the Film and in proposing a shopping agreement to Mr. Adrian Tofei and Ms. Duru Yücel Tofei. M360 will be responsible for the "packaging" of the Film. Everyone attached to the project in this development status of the production, must sign a deal or an agreement with E360.

B. Blumhouse, if the conditions (see the section below) will be fully fulfilled, agrees to:

- Fully financing the film production budget in association with E360. Blumhouse will use various funding resources, including: incentives programs or tax rebates for shootings in Italy and Romania, international distribution agreements or pre-sales (CAA will acting as Sales Agent into the North American markets), international distribution agreements or pre-sales (30West will acting as International Sales Agent, excluded the North American markets) and a 50% deffered deal over some selected cast and crew members.
- Blumhouse Television and ITV studios will be hold exclusives north american rights related to TV networks and Pay/Cable TV and the potential future development of a derivative series based on this project.
- Acting, through NEON distribution and the BH TILT label, as the U.S. distributor for a limited theatrical release, with a P&A budget of at least US\$1,5M.

C. The parties are entering into this Memorandum to set out their good faith understandings, agreed actions and intentions, as between one another, regarding the production of the Film. The parties also recognize that at this stage of development, it is not possible to identify all of the opportunities which might arise from the Film. Therefore, they agree to be open to exploring emerging opportunities consistent with the spirit of this Memorandum.

IT IS AGREED:

1. **Requirements:** Provided that the Film fulfill the following requirements set out in this Memorandum in clauses 1.1 to 1.5 below, the Film will qualify for a production, worldwide sales representation and U.S. distribution.
 - 1.1. **Mandatory:** the Film production budget (below the line) will be not more than US\$0,5M. Above the Line costs will be not more than US\$1M. A minimum P&A/marketing budget (U.S.) at least equal to the total production budget of the movie.
 - 1.2. **Mandatory:** the Film production costs will be split between Romania (external and internal shooting and all the post-production process), Italy (only few selected external footage) and United States (some above the line costs only).

1.3. **Mandatory:** Mr. Adrian Tofei and Ms. Duru Yücel Tofei both agree to:

- Sign, before Pre Production greenlit, an agreement with E360 where he commit to complete by the end of May 2017 a first draft screenplay, to take care by the end of May 2017 of a pre-casting selection for roles of romanian characters of the Film and also must Commit to be free from other commitments in the period to be determined for the production of the film (including the post-production); and
- Sign, before Principal Photography starts, a deferred deal with E360 for his role as the Director of the Good Girl movie (the "Film").

1.4. **Mandatory:** Credits

- a) Director: Adrian Tofei
- b) Co-Writers: Duru Yücel Tofei & Adrian Tofei
- c) Story by Lenuta Vladislav
- d) Executive Producers: Andrea Corbella,
- e) Associate Producers: Duru Yücel Tofei & Adrian Tofei

1.5. **Preferred:** cast for the Film, based on Mr Corbella suggestions:

- a) Alexandra's leading role: Sonia Teodoriu
- b) Maria's leading role: Ana Nicoleta Matea
- c) Marks's leading role: Ethan Hawke (CAA) / Giovanni Ribisi (CAA)
- d) Other supporting roles: (to be defined by the end of May 2018)

1.6. **Markets / Premieres / Release date:**

- a) The Film will be presented by the sales agent for the following markets: AFM/Santa Monica Nov. 2017 and Berlin Feb. 2019.
- b) Worldwide & E.U. Premiere, tentatively scheduled: September 2019
- c) U.S.premiere in NYC or Los Angeles, tentatively scheduled: September 2019
- d) Limited or Wide Theatrical distribution, tentatively scheduled: Sep./Oct. 2019

1.7. **Schedule** - All the parties agree on this production schedule:

- a) Due to previous commitments, the Pre-Production will start not before July 2018,
- b) Reharsal and Principal Photography will end not after October 2018,
- c) Post Production must end not after January or February 2019.

These dates may change with periods chosen in the autumn 2018 (production) and autumn 2019 (distribution), this could possibly be due, for example, to the extra time required to rewrite or modify the script or other problems in the development phase.

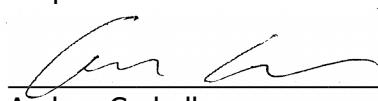
2. All the parties confirms they will exercise all reasonable efforts to keep the financial information, including but not limited to the budgets of the Film, confidential. Any public announcement (e.g. on IMDb) concerning this Memorandum will be jointly agreed between the parties.

Signed on Monday January 22, 2018.
For and on behalf of

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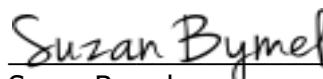
Blumhouse Television

Marci Wiseman
Co-president of Blumhouse Television



Andrea Corbella
Development Producer

Entertainment 360



Suzan Bymel
Partner & Founder

Management 360