COOPERATION AGREEMENT AND INTENT MEMO

This Cooperation Agreement ("Agreement") is entered into as of October 11, 2010 between TVPUG Entertainment ("Producer") and Collin County ("County") in connection with a documentary TV-Series currently referred to as "Teen Court Texas" (working title) (the "Series") intended for initial broadcast or exhibition on a television network (the "Network").

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For good and valuable consideration, including without limitation, the promotional value to the County of having their Teen Court System included in a television program, the receipt and sufficiency of which the parties hereby acknowledge, the Producer and County hereby agree as follows:

1. CONDITIONS PRECEDENT. All of the parties' obligations under this Agreement are expressly conditioned upon each and all of the following: (a) full execution and delivery to Producer of this Agreement, in form and substance satisfactory to Producer and County; (b) County's compliance with all governmental requirements in connection with its obligations under this Agreement; and (c) Producer's compliance with all governmental requirements, laws, and this Agreement.

2. RIGHTS GRANTED. The County agrees to grant the Producer rights and access to the Teen Court System, Teen Court Attorneys, and Teen Court Cases under the jurisdiction of the County and its courts for the purpose of presenting/pitching a viable Series and venue to Networks for the possible production and promotion of the Series. It is understood that by entering into this Agreement, the County acknowledges its intent to participate in the Series and allow the Producer to meet with Networks for the possible sale of the Series. The Producer understands it can only begin production of the Series, as pertaining to the participation of the County, once the Producer has entered into a Production Agreement with the County. Upon the full execution of a Production Agreement:

(a) The County agrees to cooperate with the Producer allowing the necessary access to Teen Court Staff, Teen Court Cases and other points as needed.

(b) The Producer agrees not to interfere with the normal duties of the Teen Court Staff or the County.

(c) Final terms of a Production Agreement will be negotiated on a Most Favored Nations Basis with participating political subdivisions once Producer enters into an Agreement with a Network.

3. THE SERIES. The series' original episodes will be developed from the cases of the participating political subdivisions' Teen Court System.

(a) The Texas Teen Court System is defined as an alternative sanctioning program for youthful offenders who agree to allow their peers to determine sentencing instead of the juvenile justice system. Through youth participation, the program helps decrease juvenile delinquency by interrupting the beginning stages of criminal behavior. Teen Court serves a range of youth within its peer sanctioning process such as teens needing a second chance and youth looking for opportunities to serve their community.

(b) Teen Court Cases are defined by the laws of the State of Texas governing Teen Court.

(c) Teen Court Cases will be selected with the participation of the County's Teen Court Staff from their docket, under guidelines of the Producer. Final decision for cases chosen for the Series rests with the Producer.

(d) Defendants and their families for the cases initially selected for possible inclusion in the Series will be contacted in an agreed manner to process with the County and the Teen Court.

(e) The intent of the Series is to document and investigate the cases found in the Teen Court System, and in doing so offer to Teens and Parents (the Viewers) a venue for discussion of the problems and struggles affecting Teens today, and guidance through the resolution of the cases and beneficial changes in the defendant. In doing so the Series is expected to favorably promote and portray the County, its employees, Texas, local Agencies and the Texas Teen Court System.

4. SCHOLARSHIPS AND HONORARIUMS.

(a) For each original Series episode broadcast that features a case from the Collin County's Teen Court program, the Producer will pay into a Collin County-administrated Teen Court scholarship fund, the amount of which to be determined at a later date based upon the Series budget and Network guidelines.

(b) Additionally, the Producer will pay an honorarium for each original Series episode broadcast that features a case from the Collin County's Teen Court program to the Collin County Teen Court for the purpose of helping to sustain the County's Teen Court program.

5. SERIES OWNERSHIP/EXCLUSIVITY.

(a) Series Ownership. The County acknowledges and agrees that the Producer shall solely and exclusively own throughout the universe in perpetuity any and all rights of every kind and nature, whether now known or hereafter devised, in the Series, the Recordings and the results and proceeds of any contributions by the County and its employees, agents, contractors, vendors, or any other individual or entity contributing to the Series on behalf of or through the County (collectively, "Contributors"). Such rights shall include, without limitation, all rights of copyright and all other intellectual property rights now known or hereafter created or devised, and all ancillary, subsidiary and derivative rights. Producer agrees to defend, and indemnify the County against any claims or expenses relating to these rights.

(b) Exclusivity. For the duration of the Term of this Agreement, the County shall not enter into a similar agreement with or give similar rights to any third-party for any program that is similar to the Series, including without limitation, any and all unscripted, reality-based or documentary programs making use of the County's Teen Court System, the concept of the Series or any element of the Series for an initial Term of one year to the extent allowed by the law. At the end of the Term of this Agreement, the Producer has the option to request renewal of this Agreement for an additional six months under the same terms, by writing County five (5) days prior to the end of the initial Term of this Agreement. To be effective, such renewal must be approved in writing by the County.

6. TERM. The "Term" of this Agreement shall commence upon the execution of this Agreement by the County and continue until and through expiration of Producer's last option hereunder. Notwithstanding the foregoing, County expressly acknowledges and agrees that Producer's rights in connection with the Series, including, without limitation, the Recordings and Series Material shall survive any expiration of the Term or termination of this Agreement.

7. COUNTY'S REPRESENTATIONS AND WARRANTIES. The County warrants that: (a) it has full power to perform all of its obligations hereunder and to grant to Producer the rights granted herein and that no other party's consent or permission is required or, if required, has or will be obtained except for persons appearing in the Series; (b) any material provided by County or its employees for the Series, shall not infringe or violate any third-party's rights; (c) the County has not entered into, nor will it enter into, any contract or other agreement which would conflict with, prohibit or interfere with the full performance of its obligations hereunder or with Producers full enjoyment of the rights granted herein.

8. PRODUCER'S REPRESENTATIONS, WARRANTIES AND INDEMNITY.

(a) Producer Representation and Warranties. Producer represents and warrants that Producer has the full authority to enter into this Agreement and that the consent of no other party is necessary to effectuate its obligations under this Agreement.

(b) Appearance Releases. Producer further represents and warrants that it shall obtain from all persons appearing in the Series, including Contributors and any other person employed by or associated with the County, any necessary (as determined by Producer in its good faith judgment) releases or permissions for the use of such person's name (except in the case of Teen Court Defendants and their parents who names will be replaced with a pseudonym) and/or likeness in the Series and in any advertising, publicizing, and promoting thereof and/or any other exploitation. The Producer will abide by Texas Family Code Title 5. Additionally, consent of all persons appearing in the Series will be obtained by Producer in an instrument that includes individuals and the parents of any minors that agree to hold the County harmless for any damages or claims that may arise from the Series.

(c) Depiction. The Producer agrees that the Series will not include material in the Series: (i)_ that is defamatory to the County or its employees, officials, agents or quests, or (ii) that places the County or its employees, agents, officials, quests, attorneys or defendants or minors or juveniles in a false light.

9. REIMBURSEMENTS, FEES AND COMPENSATIONS.

(a) Reimbursement. The Producer will provide a fund to be later determined but before Production that the County may draw on to cover the additional costs incurred beyond normal duties and schedule due to production for (i) Teen Court personnel; (ii) Court personnel (including Judge, Court Clerk, and other Court Workers); (iii) Other costs incurred by the County to be agreed upon at a later date.

(b) Location Fee. The Producer will pay a location fee to the County for use of the County's Courts/Court House (where use of Location is agreed to by County). Use of location for production will be at a time mutually convenient for the County and Producer.

(c) Contingent Compensation. Participating political subdivisions will share in 10% of the Net Profits of the Series commensurate with their participation in the series and each original episode broadcast. These monies are administrated at the sole discretion of the individual communities, and used for any purpose whatsoever. The Profit Definition shall be the same as the Producers' Profit Definition and that of all Profit Participants.

(d) Compensation. No compensation will be presented or paid to any employee or appointed official of the County.

10. CREATIVE CONTROL AND EDITORIAL.

(a) Creative Control. The Producer shall have all creative and business controls in connection with the Series and all elements thereof, including, without limitation, the depiction of the County and County's Marks. The County acknowledges and agrees that the Producer shall not be obligated to produce or broadcast the Series or make any actual use of photography, recordings, depictions or other references to the County in the Series, any other program or otherwise.

(b) Editorial. As stated in Paragraph 8 part (c) "The Producer agrees that the Series will not include material in the Series (i) that is defamatory to the County or its employees, officials, agents or quests, or (ii) that places the County or its employees, agents, officials, quests, attorneys or defendants or minors or juveniles in a false light." Throughout the Production process, the County through its designated representative will be kept informed on production related to cases featured from the County's Teen Court. Therefore: (i) Producer shall work with County in the development of cases to feature; (ii) Producer shall make available to County pre-production outlines of County's Teen Court case story and list of possible interviewees; (iii) Producer shall make available Rough Edits of original Series case stories from County's Teen Court to County for comments prior to showing the Rough Edit to the Network. County will have five (5) business days to respond in writing to the Producer regarding possible changes based on content; (iv) Producer shall make available to County for their review content alterations requested by Network up to and including Final Edit; (v) Producers intends to create a show that meets County's reasonable expectations based on the goals and intents of the Series; (vi) Final editorial control will remain with the Producer; (vii) Ownership of all materials will at all time remain with the Producer.

11. INSURANCE. The Producer shall maintain commercial general liability insurance and errors and omissions insurance policies in amounts customary for television productions such as the Series with the County listed as an additional insured. Such policies shall contain an endorsement that the insurance being provided is primary and that any insurance carried by the other party (*i.e.*, Producer or the County, as applicable) is neither primary nor contributing. Except to the extent arising from any claim or action with respect to a breach or negligence by County, the County shall be covered under Producer's errors and omissions insurance and, if the Series is produced, general liability insurance for the Series, subject to the exclusions and limitations set forth in such policies. Policies will be provided to the Collin County Teen Court and Production will not begin until the insurance is approved by the Collin County Teen Court.

12. CONFIDENTIALITY. The County agrees not to disclose, in perpetuity, to any third-party any information, except to the extent any such information has intentionally been disclosed by Producer, to which the County has had or will have access to concerning the Series, including without limitation, the premise and title of the Series, the names of individuals associated with the Series, and other elements relating to the format or production of the Series, unless as expressly permitted by Producer in writing or as required by law. Notwithstanding the above, the County will comply with the Texas Public Information Act, the Freedom of Information Act, and any other statutes, court rulings or official opinions of the Texas Attorney General related to public information requests.

13. NOTICES. All notices required or permitted hereunder must be given in writing by a) personal delivery including, but not limited to, by messenger service, b) fax transmission accompanied by first class mail, or c) United States certified mail, return receipt requested, addressed as follows:

To County:

Judge John E. Payton
Justice of the Peace, Precinct 3-2
Collin County Courthouse
920 E. Park Blvd
Plano, TX 75074

To Producer:

Dennis Bogorad & Mark Apostolon
TVPUG Entertainment
2307 El Contento Drive
Los Angeles CA 90068

The date of personal delivery or faxing, and the date three (3) days after mailing, shall be deemed the date of service. For the avoidance of doubt, all notices required hereunder shall be in writing.

14. MISCELLANEOUS.

(a) Assignment. The County and Producer shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Agreement or any interest herein.

(b) Severability/Paragraph Headings. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. Paragraph headings are used herein for convenience only and shall not be used to interpret this Agreement or any provision hereof.

(c) Relationship of the Parties. The parties are independent contractors. No partnership, joint venture or a principal-agent or employer-employee relationship is intended to be created by this Agreement, and the parties expressly disclaim any intent to create a fiduciary relationship between them.

(d) Integration. The term Agreement, as used herein, shall include these Deal Terms. This Agreement contains the entire agreement between the parties concerning the subject matter hereof, supersedes any prior or contemporaneous agreements, negotiations or understandings (written or oral) between the parties regarding the subject matter hereof.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The parties hereby agree that any action arising out of the Agreement shall be brought in the state or federal courts located in the County of Collin.

(f) Counterparts. This agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which counterparts shall be deemed to be one and the same document. The parties may execute this Agreement by signatures obtained through facsimile and those signatures may be relied upon by the other party as valid as if they were signed in the presence of the other party.

By signing below, the parties hereto agree to the foregoing terms and conditions.

PRODUCER	COLLIN COUNTY
Dennis Bogorad, TVPUG Entertainment	
By: Dennis B. Bogorad	By: Keith Self
Its: Partner	Its: County Judge
PRODUCER	COLLIN COUNTY
Mark Apostolon, TVPUG Entertainment	
By:	By:
Its: Partner	Its: