

## DEAL MEMORANDUM

This Deal Memorandum, dated as of March 15, 2003, when signed by James Adam Blair Boon ("Employee") and The Queer Eye LLC ("Producer"), shall constitute the agreement ("Agreement") between Employee and Producer for the services of Employee in connection with a television series ("Series") presently entitled "The Queer Eye for the Straight Guy". The Series is intended as a television program consisting of one (1) weekly one-hour program; however, the Series and other versions of the Series (e.g., best of and other similar shows) may also be produced for exhibition in other media and markets (e.g., network, foreign, in-flight, in-store, online, etc.). Employee's services hereunder, therefore, shall include, at no additional compensation to Employee, and at Producer's direction and control, on-camera performer duties in connection with such other versions of the Series. The effectiveness of this Agreement is conditioned upon Producer's receipt of satisfactory results of a background check of Employee.

1. FIRST PRODUCTION YEAR. Producer hereby engages Employee as an on-camera performer in the role currently called "Culture Guy" (the "Role") for the first production year of the Series (the "First Production Year"). Employee shall commence services on the Series on an exclusive basis to Producer until the completion of all services required of Employee by Producer in connection with the Series. Producer currently anticipates commencing production of the first episode for the First Production Year on or about February 24, 2003 and completing production of the twelfth episode for the First Production on or about July 25, 2003, it being understood that such dates are subject to changes and additional episodes of the Series may be produced during the First Production Year.

2. SERIES OPTION. The First Production Year shall commence on a date to be designated by Producer and shall continue for a period of twelve (12) months. Producer shall have six (6) consecutive, exclusive, irrevocable, annual options for Employee's services for production years after the First Production Year (each, a "Production Year", collectively and together with the First Production Year, the "Production Years"). Each such Production Year shall be the twelve-month period commencing on the day immediately following the expiration of the preceding Production Year. Producer's option for any such additional Production Year shall be exercisable no later than two (2) weeks prior to the completion of the then-current Production Year. The period of Employee's exclusive services in connection with the Production Years in which Producer engages Employee to render services hereunder shall be collectively referred to as the "Term".

3. SERVICES. Employee's services in connection with the Series shall include all services customarily performed by persons employed as on-camera performers on a reality television series. Employee hereby accepts the engagement described herein, and agrees to perform, in a diligent, faithful and competent manner, all services as shall be assigned to Employee by Producer and to diligently, faithfully and competently devote Employee's full time, skill and attention to the performance of such services at such times and places as Producer requires, including, without limitation, rehearsal, costume fittings, makeup, tests and other customary pre-production and production services, voiceovers, looping, retakes, added scenes and other post-production services, still photographs, standard openings and closings, press interviews, trailers, and other promotional activities (including a reasonable number of non-performing, personal appearances before non-paying audiences to promote the Series) and lead-ins to and lead-outs from commercials, all without additional compensation. Employee acknowledges that Employee's services hereunder may require traveling. As a condition to such engagement by Producer, Employee hereby represents and warrants that Employee is under no obligation to any current or former employer or other party which is in any way inconsistent with, or which imposes any restriction upon, Employee's acceptance of the engagement hereunder or Employee's undertakings under this Agreement.

4. WORK-MADE-FOR-HIRE. Employee hereby agrees that all ideas, creations, improvements and other works of authorship created, performed, developed, written or conceived by Employee at any time during the Term ("Materials") are and shall be works for hire within the scope of Employee's employment for Producer specifically commissioned for an audiovisual work for copyright purposes and shall be Producer's property free of any claim whatsoever by Employee or any person claiming any rights or interests through Employee. Without limiting the foregoing, Producer shall have the exclusive right to exploit such Materials throughout the world, in perpetuity, in any and all media now known or hereafter developed, without payment of any additional compensation or other consideration of any kind to Employee or on Employee's behalf. In the event that said work-for-hire status is deemed unenforceable for any reason, Employee hereby grants to Producer, exclusively and perpetually, all now or hereafter existing rights of every kind and character in and to all Materials, upon their creation, to the full extent set forth above. Employee acknowledges and agrees that Producer has final creative and editorial control with respect to the Series (including, without limitation, with respect to the product of any Employee's services hereunder); in this connection Employee acknowledges and agrees that Employee shall not have any right of approval or consultation with respect to any element of the Series whatsoever. Employee further grants Producer and its authorized representatives the exclusive right to utilize Employee's name, voice, likeness and biography in perpetuity in any manner or media now or hereafter known desired by Producer in connection with the Series and all advertising and publicity therefor (including the name, products, and/or services of any licensee, distributor or sponsor of the Series) and subsidiary and ancillary uses thereof, and any merchandising (subject to Paragraph 11 below) and commercial tie-ins, provided that no such use constitutes a direct or indirect endorsement by Employee of any other product or service. Producer may, without additional payment, use clips or sound track of Employee's services from any episode hereunder in trailers and to promote such episode or the Series and the program services on which the Series airs.

5. SERIES COMPENSATION. Subject to all of the provisions of this Agreement, including, but not limited to, the hiatus period provisions set forth in Paragraph 6 below and the Series cancellation provisions set forth in Paragraph 7 below, as full and complete consideration for Employee's services hereunder, the results and proceeds thereof, and the rights, options and benefits herein granted by Employee, with respect to the First Production Year and each subsequent Production Year for which Producer exercises its option for Employee's services Producer agrees to pay Employee, and Employee agrees to accept, the following compensation:

A. FIRST PRODUCTION YEAR. \$3,000 per episode on which Employee renders services pursuant to the terms hereof.

B. SUBSEQUENT PRODUCTION YEARS. (Up to Seventh Production Year). For each Production Year subsequent to the First Production Year, Employee's per episode fee shall be increased by five percent (5%).

6. HIATUS PERIOD. Producer shall have the right to place Employee on lay-off without pay during any production hiatus and/or lay-off period, during which period(s) no new original programs are produced, with the right to recall Employee upon resumption of production or pre-production. Producer will provide Employee with reasonable notice of the date of resumption of production or pre-production.

7. SERIES CANCELLATION. Notwithstanding anything to the contrary contained in this Agreement, in the event Producer ceases production of the Series, all of Producer's obligations, including without limitation all payment obligations, shall be terminated. Producer shall notify Employee if Producer intends to cease production of the Series at approximately the same time Producer notifies the

other performers rendering services on the Series. Notwithstanding the foregoing, in the event that the Series is cancelled after Producer has exercised its option for a Production Year pursuant to Paragraph 2 above and Employee is not in material breach of this Agreement, Employee shall be guaranteed compensation for five episodes for such Production Year (inclusive of the pilot episode during the First Production Year).

8. **CREDIT.** If Employee is not in default hereunder and has not been otherwise terminated pursuant to Paragraphs 7 or 11 hereof, on each episode in which Employee appears recognizably, Employee shall be accorded credit in form to be determined by Producer. The size of type of the credit accorded to Employee shall be no smaller than the size of type of the credit accorded to the other principal cast members. All aspects of Employee's credit shall be in Producer's sole discretion. Upon receipt of written notice of Producer's failure to comply with the credit provisions of this Paragraph 8, stating the nature of such non-compliance in reasonable detail, Producer shall use reasonable efforts to cure such failure prospectively. No casual or inadvertent failure by Producer, and no failure of any third party, to accord such credit shall be a breach of this Agreement.

9. **TRAVEL AND EXPENSES:** If Employee's services are required by Producer at a location (a "Location") more than one hundred (100) miles from Employee's principal place of residence (New York, NY), then Producer shall provide Employee with or reimburse Employee for one (1) coach class transportation on an "if used" basis, reasonable accommodations, per diem and ground transportation between hotels and work locations. Except as specifically set forth herein, Producer shall not be responsible for any other expenses or perquisites of Employee. All travel arrangements, including, but not limited to the acquisition of tickets, booking of accommodations, etc., shall be made through Producer's location or travel department, unless Producer's prior written approval is obtained.

10. **APPROVALS.**

A. Employee shall have the right to approve any still photographs issued by Producer in which Employee appears that will be used in connection with the advertising, exploitation and/or publicity of the Series, pursuant to the following procedure: (i) Producer shall submit to Employee a reasonable number of stills for approval; (ii) Employee shall approve not less than seventy-five percent (75%) of the stills in which Employee appears; and (iii) in the event Employee does not respond in writing within two (2) business days of the date of receipt by Employee or Employee's representative of photographs submitted hereunder, Employee shall be deemed to have approved the same. All still photographs approved or deemed approved by Employee shall be approved or deemed approved for all purposes.

B. Upon Producer's request, Employee shall provide Producer with Employee's biography, which biography shall be deemed approved by Employee and shall be edited only for purposes of length. If Employee fails to provide such biography promptly after Producer's request, Producer shall have the right to create such biography, which shall be submitted to Employee for approval, provided that if such biography is not disapproved by Employee within two (2) business days, such biography shall be deemed approved by Employee.

11. **MERCHANDISING AND SOUNDTRACKS:** Employee grants Producer the right to use Employee's "in character" name, likeness and voice in connection with merchandising and sound recordings. Employee shall be entitled to receive five percent (5%) of Bravo Company's ("Bravo") net merchandising proceeds from the use of Employee's voice and/or likeness in merchandising; provided that if Employee's voice or likeness is used with those of other performers who receive a royalty for such merchandising, Employee's share of net merchandising proceeds from such use shall be, in lieu of the

foregoing, two and one-half percent (2½ %). "Net merchandising proceeds" shall mean the amount of gross receipts actually received by Bravo and Producer in connection with the exploitation of such merchandising rights, less any distribution expenses. Notwithstanding anything to the contrary contained herein, Producer agrees not to use or license to others the right to use Employee's name, voice and/or likeness in connection with the following categories of merchandising: firearms, alcoholic beverages, tobacco, lotteries, gambling products, intimate personal hygiene products, medication, and/or intimate apparel.

12. SUSPENSION AND TERMINATION.

A. DEATH. In the event of Employee's death, the Term and all of Producer's obligations shall automatically terminate, effective upon the date of Employee's death.

B. **DISABILITY.** In the event that by reason of disability, Employee is unable to fully perform hereunder, Producer shall have the right to suspend or terminate, at Producer's election, the Term and all of Producer's obligations forthwith. For purposes of this Paragraph 11.B, the term "disability" shall mean any physical, mental or other impairment rendering Employee incapable of performing any the services required to be performed by Employee pursuant to the terms of this Agreement.

C. BREACH. If Employee shall breach any of the terms of this Agreement, including but not limited to a failure or refusal by Employee to perform services assigned by Producer to Employee pursuant to this Agreement, Producer shall have the right, upon written notice to Employee, to suspend the Term and all of its obligations to Employee under this Agreement, including, without limitation, any option exercise dates hereunder, until Employee resumes performance of Employee's services in a satisfactory manner. In addition to its foregoing rights, Producer shall have the right to terminate the Term and its obligations to Employee hereunder, upon the occurrence of such breach or at any time thereafter. Such actions by Producer shall be without prejudice to any and all remedies Producer may have, in law or equity, for breach of this Agreement.

D. **FORCE MAJEURE.** In the event Producer is unable to utilize Employee's services due to any of the following reasons: act of God; unavoidable accident; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government or governmental instrumentality; strike, lockout or other labor dispute; failure of technical facilities; or other similar or dissimilar cause beyond its control, Producer may suspend the Term during the continuation of such inability to use Employee's services, the Term and all option exercise dates shall be deemed extended by all such periods of suspension, and Producer shall not be obligated to make any payment to Employee with respect to any period of any such suspension. Producer shall have the right to terminate the Term and all of Producer's obligations if such inability to utilize Employee's services continues beyond sixty (60) days.

E. RIGHTS VESTED. The expiration or termination of this Agreement will in no event affect or impair the ownership by Producer of the proceeds of Employee's services hereunder.

13. CONFIDENTIALITY. Except as required in connection with the performance of Employee's services hereunder, Employee shall not, during or after the termination of the Term, use or disclose to any party any confidential business information or trade secrets of Producer or the financier or distributor of the Series obtained or learned by Employee during the Term. Employee understands and agrees that Producer's policy requires that Employee inform the executive producers of the Series of any possible conflict of interest that may arise in connection with Employee's services on the Series, whether or not such conflict has previously been disclosed by Employee. Employee shall not at any time release or authorize any information, advertising or publicity relating to Employee's engagement hereunder, the

Series, Producer or Producer's personnel, or the financier or distributor of the Series; provided, however, that the foregoing shall not be deemed to apply to non-derogatory, incidental mention of the Series in Employee's personal publicity.

14. **EXCLUSIVITY.** At all times during the Term, Employee's services shall be rendered to Producer: (i) on an exclusive basis as a performer in all forms of television; and (ii) on a first-priority basis with respect to all of Employee's other media and professional activities, provided that no such other activities may materially interfere with Employee's services hereunder. In addition, Employee may not render services in a continuing or recurring or host role in any Internet or radio program or series. For the purpose of clarity, Employee shall not render services in television for any third party without Producer's express written consent. Employee further agrees (a) not to portray or parody the same or similar character as than which Employee is engaged to perform hereunder in any other television program in any form of television; and (b) not to write or sponsor newspaper or magazine articles, or sponsor, endorse or authorize the use of Employee's name or likeness in connection with any commercial products or services, without Producer's express written consent. Notwithstanding the foregoing, Employee shall be permitted to write music reviews and music related articles for various publications, provided that such articles do not reference the Series or any individual or entity related to the Series without Producer's prior written consent.

15. **PAYMENTS.** All payments hereunder are subject to any and all withholdings and deductions required by law and shall be made in accordance with Producer's then current payroll policy.

16. **COVENANT.** Employee shall not, for a period of two (2) years following the expiration or other termination of the Term: (1) induce, directly or indirectly, any person or entity from whom or from which Producer (which for purposes of this paragraph shall include its parent, subsidiary and affiliated companies) acquires television programming during the Term, to terminate its agreement with Producer with respect to such programming or to refuse to enter into any agreement with Producer with respect to the development or production of any programming, (2) induce, directly, or indirectly, any employee of Producer to terminate his or her employment, or (3) induce, directly or indirectly, any individual rendering services in connection with the Series to terminate such services.

17. **REPRESENTATIONS AND WARRANTIES.** Employee warrants and represents that: (i) except as based on materials Producer assigns Employee or as are in the public domain, all Materials created by Employee shall be original and not violative of any third party's rights; and (ii) Employee is not subject to any obligation or disability which will or might prevent or interfere with the full completion and performance of all the obligations and conditions to be kept and performed hereunder.

18. **INDEMNIFICATION.** Producer hereby agrees to indemnify and hold harmless Employee from and against any and all loss, damage, liability, cost and expense, including reasonable outside attorneys' fees, incurred by Employee as a result of, arising out of or in connection with services rendered to Producer by Employee in accordance with this Agreement, other than with respect to a claim covered by Employee's indemnity or otherwise arising from a wrongful act or omission on Employee's part. Employee hereby agrees to indemnify and hold Producer harmless from and against any and all loss, damage, liability, cost and expense, including reasonable outside attorneys' fees, incurred by Producer as a result of, arising out of, or in connection with a breach of any of Employee's representations or warranties hereunder or a violation by Employee of any term of this Agreement. The provisions of this paragraph shall survive expiration or other termination of the Term.

19. MORALS. Employee shall act at all times with due regard to public morals and conventions. If at any time Employee commits any act which shall be an offense involving moral turpitude or which brings Producer or Employee into public disrepute, contempt, scandal or ridicule or which insults or offends the community or which reflects unfavorably upon Producer or any sponsor or licensee of the Series, then, notwithstanding any other terms or conditions hereof, Producer shall have the right to terminate the Term without any further obligations to Employee.

20. NON-UNION. The parties acknowledge that Producer is not a signatory to and this Agreement shall not be subject to any collective bargaining agreement which would have jurisdiction hereof.

21. INJUNCTIVE RELIEF. Employee agrees that the services to be furnished by Employee hereunder and the rights granted by Employee hereunder are of a special, unique, extraordinary, artistic and intellectual character which gives them a peculiar value, the loss of which cannot reasonably or adequately be compensated for in damages in an action at law, and that the breach by Employee of any of the provisions contained in this Agreement will cause Producer irreparable injury and damage. Employee shall not object to Producer's seeking injunctive and other equitable relief to prevent the violation of any of the provisions of this Agreement by Employee in addition to any other rights which Producer may have to damages or otherwise. Employee agrees that Employee's only remedy for a breach of any provision of this Agreement shall be an action for damages, if any, incurred by Employee as a result of such breach, and in no event shall Employee have the right to injunctive or other equitable relief or to enjoin or otherwise interfere with the distribution, broadcast or other exploitation of the Series.

22. PAYOLA/PLUGOLA. Employee represents and warrants that Employee has neither accepted nor agreed to accept, nor will accept or agree to accept, directly or indirectly, from any person other than Producer, any money, service, or other valuable consideration for the inclusion of any matter as a part of any program or program matter hereunder, and that Employee will not cause any product, service trademark or brand name to be mentioned or identified on any program hereunder, except as approved by Producer.

23. ASSIGNMENT. Producer may assign or otherwise transfer this Agreement or any or all of its rights or obligations under this Agreement to any person, corporation or other entity ("Assignee") without Employee's consent. Employee hereby agrees to accept such assignment or other transfer and to faithfully perform and carry out this Agreement as if it had been entered into by Employee with the Assignee, and upon such assignment or other transfer Producer shall be relieved of all its obligations hereunder.

24. WORK PERMIT. Employee acknowledges that any offer of employment hereunder is subject to and contingent upon Employee's ability to prove Employee's identity and employment eligibility as required by the Immigration Reform and Control Act of 1986, and Employee shall complete, execute and deliver to Producer an Employment Eligibility Verification ("Form 1-9"), together with documentation of Employee's employment eligibility, prior to the commencement of Employee's services. If Employee fails to verify and deliver the Form 1-9 as provided above, Producer shall have the right to terminate the Term, by written notice to Employee to such effect, and thereupon Employee's engagement hereunder shall cease and terminate and neither party shall have any right, duty or obligation to the other under this Agreement, except as shall have accrued prior to the effective date of such termination.

25. MISCELLANEOUS. All notices hereunder shall be in writing and shall be given by personal delivery, or by mailing (postage prepaid) or telecopying the same to Employee at [REDACTED]<sup>th</sup> Street, Apt. 11, New York, NY 10010, and to The Queer Eye LLC, 119 Braintree Street, Boston, MA, 02134, with a copy to Sloss Law Office LLP, 555 West 25<sup>th</sup> Street, 4<sup>th</sup> Floor, New York, NY, 10001, Attention: Jacqueline Eckhouse, Esq., and the date of such personal delivery or telecopying or three (3) days after the date of mailing shall be the date of the giving of such notice. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. In addition to any damages or other relief, the prevailing party in any such actions, proceedings or litigation shall be entitled to recovery of its reasonable counsel fees and costs in connection with such matter. This Agreement constitutes the entire agreement between the parties hereto on the subject matter hereof. No waiver or modification of the terms shall be valid unless in writing signed by the party to be charged and only to the extent therein set forth. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns, heirs, administrators and executors.

THE QUEER EYE LLC

By: 

An Authorized Representative

AGREED TO AND ACCEPTED:

  
James Adam Blair Boon