

The sale of the Scott Conner Show is subject to the parties coming to a complete and binding agreement. The Essential Terms of such an agreement are, but are not limited to, the following:

1. Successful bidder shall receive a total two hundred forty (240) episodes of the show. Each individual show is approximately forty-two (42) minutes in length, with built in commercial advertising space. Each individual show shall be received by bidder within seventy-two (72) hours of taping.
2. Successful bidder shall have the exclusive right to air each individual episode of the show (in any/all broadcast markets) for up to one (1) year after each respective show is completed and shipped to bidder. All rights and ownership of produced shows shall revert back to Production Company after one (1) year of receipt of media.
3. Production company maintains all creative rights related to the content of each individual episode. Successful bidder may, at its own discretion, refuse to air any respective episode; however, the bidder is still responsible for the full and complete purchase price regardless if the episode is aired.
4. Production company maintains all resale rights, including such rights to sell the show or any portion of the show through package or other visual transmittal means. Successful bidder is prohibited from selling or causing the show to be sold by DVD or other visual transmittal means.
5. Production company shall have final approval of all advertising and shall share in advertising revenue (90/10) with successful bidder, such additional terms and conditions, to be negotiated between the parties.
6. Production company shall have control of the host's likeness and personality; however successful bidder shall be permitted to promote the show using the host as further agreed to by the parties.
7. Production company shall maintain a life insurance policy on the host in the amount equal to the successful bid during the one (1) year that successful bidder has the exclusive right to air the show.
8. Bidder shall retain a "Co-Executive Producer" title and have say in the creative process of "the SCOTT CONNER Show" subject to no#3 of this document.
9. The Production company will retain all ancillary rights to "the SCOTT CONNER Show" paraphernalia, unless otherwise negotiated with Bidder as a separate transaction.
10. "the SCOTT CONNER Show" official website shall remain the sole property of the Host S. Scott Conner; including any and/all advertising on stated website, unless otherwise negotiated differently as a separate transaction with the Host.

"the SCOTT CONNER Show" has attached the (NM) "Ronald McDonald House" as

the official charity and recipient of a garnishing percentage of the winning bid, totaling 1.5%, in honor and celebration of the “Ronald McDonald House’s” 25<sup>th</sup> anniversary . In exchange, TSCS has been granted the right to use (per prior review) the “Ronald McDonald House’s” name, logo and support in the above Ebay auction.

Additional, ‘the SCOTT CONNER Show’ (TSCS) has reached an arrangement with the (NM) advertising agency “MOROCH” to nationally promote the auction.

Furthermore, ‘the SCOTT CONNER Show’ has negotiated a preliminary advertising deal with “McDonalds” restaurants to the applicable sum of \$700k., pending on the winning Bidder’s syndication/distribution deal; as “the SCOTT CONNER Show” *“fit’s in well with McDonald’s 08’ late night campaign”*

Supplementary; the reserve bid on said auction will be \$1.5 million, with a winning bid of \$3 million (or more). As a bonus, (upon the winning bid of \$3 million and up) “the SCOTT CONNER Show” will agree to transfer 100% of the State of New Mexico’s 25% cash rebate (as it applies to this production) over to the winning Bidder!