FIRST AMENDMENT TO “CLARK COUNTY CORONER”
TELEVISION SERIES AGREEMENT

This First Amendment is entered into on this ___ day of July, 2013 by and between NORTHSOUTH PRODUCTIONS, LLC (“Producer”), and CLARK COUNTY (“County”). Producer and County are referred to herein as Parties.

WITNESSETH

WHEREAS, On January 7, 2013, the Producer and County entered into a “Clark County Coroner” Television Series Agreement (“Agreement”) for a reality-based television program (the “Program”) consisting of a pilot episode and potential production of no more than nine (9) additional episodes for a broadcast or cable television network (e.g. Discovery Channel, Discovery I.D., National Geographic, History, A&E);

WHEREAS, Producer has identified a third party buyer for the Program in A&E Television Networks, Inc. (“AETN”);

WHEREAS, Producer and County desire to extend the term of the Agreement from six (6) months to twelve (12) months, to film a pilot episode and no more than twelve (12) additional episodes, and consent to the sale of the Program to AETN;

NOW, THEREFORE, subject to the terms and conditions of this Amendment and the Agreement, and in consideration of the premises and mutual covenants herein contained, the Parties agree as follows:

AGREEMENT

1. The second paragraph of Section 2 of the Agreement is hereby amended to read as follows:

Producer agrees that only the final version of the rough-cut(s) of the Program, as approved by the County, will be aired and that any unused Materials filmed during the making of the Program and Episodes will not be exploited, aired, broadcast or exhibited by Producer or another party. Producer further agrees that the Program or Episode(s) will not be sold or resold to another party, without the express written permission of County until after the County has a right to review said Program or Episode(s) as set forth in section 9 of this Agreement. Subject to the foregoing and the terms and conditions herein, the County hereby consents to the sale of the Program to AETN, its parents, subsidiaries, and international distributors, subject to the County’s review rights as provided herein. Producer additionally agrees that if the final cut of the Program or Episode(s) is sold to a third party, pursuant to this Agreement, Producer will ensure that the content remains intact and not materially re-cut or edited to distort the original agreed upon content. This Agreement and all rights and obligations hereunder shall be
binding upon the successors and assigns of Producer, including but not limited
AETN and other third-party purchasers.

2. Section 18 of the Agreement is hereby amended to read as follows:

Term. The term of this Agreement is twelve (12) months from the date of
execution of this Agreement, to January 7, 2014, to film the pilot episode and no
more than twelve (12) additional episodes without express written consent of
Producer and County, unless this Agreement is terminated sooner, as provided
herein.


IN WITNESS THEREOF, the Parties have executed this Agreement as of the day and
year first written above.

CLARK COUNTY, a political Subdivision of the State of Nevada
ATTEST:

By:__________________________ ________________________
NORTHSOUTH PRODUCTIONS LLC

By:__________________________
M. Blain Hopkins (Co-EP/Partner)