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PRODUCTION SERVICES AGREEMENT

Agreement (“Agreement”) dated as of _____ between HBO OLE ACQUISITIONS, LLC (“Company”) and _____ (the “Producer”).

RECITALS

Company is the owner of the rights to the Original Work (as defined below) for the development and production of a television series to be known as “_____” (the “Series”, as defined below). Company and Producer desire to enter into a production agreement whereby Producer will produce the Series for Company on a work-for-hire basis (“*obra por encargo*”) in accordance with this Agreement.

ACCORDINGLY, in consideration of their mutual promises, Company and the Producer agree as follows:

1. **DEFINITIONS:** In addition to the defined terms set forth throughout this Agreement, the following capitalized terms will have the definitions below:

(a) “Claims” means any and all past, present or future claims, demands, actions, causes of action, proceedings, suits, litigation, liabilities, judgments, obligations, restrictions, commitments, liens, encumbrances, losses, penalties, charges, costs, debts, expenses and damages (including, without limitation, legal fees and expenses) of every nature and character, whether fixed, accrued or contingent, liquidated or unliquidated, matured or unmatured, direct or derivative or consequential, arising from contract, tort, statute, regulation or otherwise.

(b) “Clearances” means any and all licenses, releases, approvals, certifications, permissions, authorizations, consents and or endorsements.

(c) “Derivative Works” means all new property and/or works created, developed, written and/or acquired at any time by (or under the authority of) Producer in the development and production of the Series, that are based on, derived from or related directly or indirectly to the Original Work or the Series, whether used by Company or not, including, without limitation, all contents, plots, themes, titles, synopses, ideas, concepts, characters, characterizations, storylines, translations and all existing and future adaptations and versions thereof, and all rights and interest pertaining to the foregoing, including, without limitation, all trademarks, copyrights and other intellectual property rights. The definition of Derivative Works shall additionally include all work product generated in producing the Services, including without limitation, treatments, biographies, scripts, Production Breakdown, Production Schedule, Production Report, Budget, Cash Flow Diagram, Visual Treatment, Graphic Package, Production Design, and Synopses, as such terms are defined elsewhere in this Agreement, as well as each finished episode of the Series.

(d) “Exploitation” means: (i) the sale, leasing, licensing, assignment, transfer, conveyance, barter or any other disposition of any rights; and (ii) the distribution, exhibition, broadcast, telecast, publishing, development, production, synchronization, reproduction, adaptation, performance, advertisement, promotion, marketing, exploitation or any other use in any language in any manner in any Media. The term “Exploit” means to cause Exploitation.

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(e) “Media” means any and all media and by all means, and formats, tangible or intangible, now known or hereafter devised/utilized, whether such media and/or formats are in current use or exist only in research or prototype stages or may be fully developed in the future, in perpetuity, including without limitation, theatrical and non-theatrical releases (including, without limitation, exhibitions in residences, apartments, automobiles, airplanes, ships, oil rigs, oil fields, trains, hotels, motels, inns, lodges, hospitals, nursing homes, convalescent homes, embassies, consulates, military bases, military vessels, governmental facilities, prisons, dormitories, educational organizations, schools, colleges, universities, churches, synagogues, restaurants, bars, clubs, Red Cross facilities, libraries, etc.); all forms of home video (including, without limitation, video tapes, video cassettes, video discs, DVD (digital video disk), laser disk, MovieBeam, video CD, over-the-top-video, etc.); all forms of television, no matter what mode of delivery or type (including, without limitation, television exhibition by means of cable, wire, fiber or any other material and including over-the-air, cable, satellite or subscription television in UHF, VHF or any other any frequency or band, any and all forms of regular or occasional scrambled broadcast for taping, master antenna, satellite master antenna, low power television, high definition transmission, closed-circuit television, high definition television, single and multi-channel multi-point distribution systems, video-on-demand (VOD), near video-on-demand (NVOD), subscription video-on-demand (SVOD), pay-per-view, and IPTV; personal television products, personal video recorders, smart TV services, home servers, digital video recorders, etc. (including, without limitation, TIVO™, Replay TV™, [Slingbox], etc.); public presentations of any kind (including, without limitation, live performances/shows, stage shows, theme parks, retail stores, auditoriums, etc.); all forms of consumer products and merchandising (including, without limitation, publishing books, read-a-longs, etc.); all forms of multimedia; all forms of audio distribution, including, without limitation, radio, microwave, music soundtracks (including, without limitation, compact discs (CD), audio cassettes, audio disks, Digital Audio Tapes (DAT), MP3 players); all forms of computer products and uses (including, without limitation, CD-ROM, CD-I, DVD-ROM; all methods of on-line distribution or exhibition, including the internet and all associated on-line services including websites; and all mobile communications devices, including telephones, personal digital assistants (PDA’s), pagers, wireless e-mail, text messaging, and the like; and all print media such as books, magazines, newspapers, and advertising.

(f) “Participants” means all individuals and entities rendering services, providing material, furnishing facilities and/or granting rights in connection with the Series, including, without limitation, writers, developers, designers, composers, actors, performers, directors, producers, cinematographers, crew, extras, mixers, editors and all other participants.

(g) “Series” means all of the episodes of the television series currently entitled “CAPADOCIA,” as more fully set forth in Schedule “A”. The Series will consist of thirteen (13) episodes; provided that Company may, in its sole discretion, commission Producer to produce up to thirteen (13) additional episodes under the same terms and conditions as set forth herein. Each episode of the Series will have a running time of approximately fifty-two (52) minutes excluding credits. Company may, in its sole discretion, change the title of the Series without the consent of Producer. The definition of Series shall additionally include all materials created in connection with the Series, including, without limitation, the Derivative Works.

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(h) “Original Work” means the literary work entitled “_____” created and owned by Company, and any and all related works now known or written in the future by Company, including, without limitation, all contents, plots, themes, titles, synopses, ideas, concepts, characters, characterizations, storylines, translations and all existing and future adaptations and versions thereof written by or under the authority of Company, and any and all other rights or interest pertaining to the foregoing.

2. Services.

(a) Company hereby engages Producer and Producer hereby accepts the engagement, on a work-for-hire basis (“*obra por encargo*”), to produce and deliver to Company the Series in a form suitable for first class U.S. television broadcast and other Exploitation, in accordance with the delivery requirements and other conditions specified in this Agreement (the “Services”). Producer’s Services will include, without limitation:

(i) Create, write and deliver to Company a detailed production breakdown, including a scene-by-scene, day-to-day itemization of what will be needed (i.e., actors, props, extras, etc.) to film each episode of the Series (the “Production Breakdown”).

(ii) Create, write and deliver to Company a detailed production schedule, outlining the day-to-day plan in connection with the production of each episode of the Series, including the scenes and shots to be filmed, time and location of filming, and individuals, equipment and other items needed (the “Production Schedule”).

(iii) Create, write and deliver to Company, on a monthly basis, a production report providing detailed information regarding all day-to-day production activity taking place during each month of production, including the number of shots and takes, amount of film used, etc. (the “Production Report”), a template of which is attached hereto as Schedule “F”.

(iv) Create, write and deliver to Company, in accordance with generally accepted accounting principles, a detailed budget outlining the costs associated with the development and production of each episode of the Series on 16mm film (the “Budget”), as more fully set forth in Schedule “G”.

(v) Create, develop and deliver to Company a cash flow diagram, depicting all cash inflows and outflows in connection with the development and production of each episode of the Series (the “Cash Flow Diagram”).

(vi) Create, write and deliver to Company a visual treatment, outlining the “look and feel” of the world in which the Series will be set, including the overall aesthetic structure of the Series (the “Visual Treatment”).

(vii) Create, design and deliver to Company a proposed graphic package for the Series, including, without limitation, logos, lettering, images, marks, posters, flyers and other designs and graphics to be used in connection with the Series (the “Graphic Package”).

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- (viii) Create, design and deliver to Company a distinctive production design, depicting proposed sets and scenery for the Series, including, without limitation, sketches, drawings, illustrations, layouts, storyboards, models, architectural plans and other specifications (the “Production Design”).
- (ix) Complete all stages of the location scouting process, including, without limitation, scouting, identifying and selecting locations in _____(Mexico) for the filming of the Series, and arranging for the selected locations to be available for such filming.
- (x) Complete all stages of the casting process, including without limitation, scouting, auditioning, identifying and selecting performers to appear in the Series, and arranging for the selected performers to be available for the filming of the Series.
- (xi) Complete all stages of the production phase, including, without limitation, all aspects of filming, from the physical preparations for the shoot (i.e., building sets, rehearsing, etc.), to shooting the principal cast (i.e., principal photography) and shooting the setting and background action (i.e., second-unit photography).
- (xii) Complete all stages of the post-production phase, including, without limitation, editing, mixing soundtracks, and adding visual effects, graphics and credits.
- (xii) Furnish and/or arrange for all development, pre-production, production and post-production personnel, facilities and services (including, without limitation, production equipment, sets, props, music, photography, sound, mixing, editing and laboratory work) and engage all Participants.
- (xiii) Produce and deliver to Company the finished Series in accordance with the specifications set forth in this Agreement and deliver to Company all raw footage shot in connection with the production of the Series.
- (xiv) Complete and deliver to Company, contemporaneously with the delivery of each episode, accurate music cue sheets, setting forth the titles, names of composers, lyricists, publishers, copyright owners, and owners of the mechanical recording, synchronization, and performing rights of all musical compositions, any part of which is a part of any episode, together with true copies of the licenses or proof of ownership relating to use of the music in each episode. The parties acknowledge that local performing rights societies in various territories may claim, or attempt to collect, royalties or other payments attributable to the Exploitation of music incorporated in the Series in such territories (the “Performing Rights Payments”).
- (xv) Create, write and deliver to Company a detailed synopsis of each episode of the Series (each, a “Synopsis,” collectively, the “Synopses”).
- (xvi) Complete and deliver to Company, all EDLs (editing decision lists) used in connection with post production identifying the equipment and software used. In addition Producer will

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deliver to Company all computer files used in connection with audio post production with complete mix notes identifying all equipment, software and any outboard gear and their settings sufficient for Company to be able to totally recall mixes throughout the production.

(xvii) Create and deliver neutral versions of all episodes including neutral titles and backgrounds sufficient to allow Company to create multi-language versions of the series.

(b) In addition to Producer's responsibilities set forth above, Producer shall arrange for: (i) Clearances from each and every Participant (talent or otherwise) appearing in the Series in a form approved by Company, and (ii) Clearances from each and every individual who performed, composed, arranged and/or conducted music for the Series in a form approved by Company. Producer shall deliver to Company an executed original of all Clearances in accordance with the delivery schedule set forth in Section 9 below or as reasonably requested by Company.

(c) Producer will follow the instructions from such persons designated by Company with respect to Producer's performance of the Services, which person initially will be _____, Executive Vice President – Programming Acquisitions & Original Productions, of the Company.

(d) It is understood that the personal services of _____, _____, and _____ are of the essence of this Agreement and each of them will execute the acknowledgement letters attached hereto and made a part hereof.

3. Credits.

(a) Each episode of the Series shall contain the following, as determined in Company's sole discretion: (i) the *HBO Ole Originals* logo and graphic ID (and/or any other logo or ID designated by Company) in the opening and/or closing credits of each episode; (ii) HBO Latin America Group's graphic ID (and/or any other graphic ID designated by Company) in the opening and/or closing credits of each episode. Each episode shall be billed as "Una Producción de HBO Ole Originals" (and/or any other television programming service, as determined in Company's sole discretion). In addition, each episode shall contain appropriate production credits for Company and Producer, the size and placement of which will be determined in Company's sole discretion.

(b) Producer shall not agree to any credits in connection with the Series without Company's prior written consent. Producer shall deliver to Company, prior to delivery of the Series, a complete statement (the "Producer's Statement") setting forth the credits to be accorded to all persons, firms and corporations in connection with the Series. Company shall be entitled to rely entirely upon the Producer's Statement, and Producer shall defend, indemnify and hold Company, its affiliates, directors, employees, partners, owners harmless (at Producer's own expense) against any Claim alleging any improper or insufficient credit accorded to any person or entity.

(c) Producer has not and will not acquire any proprietary rights in any of the trade names, trademarks, service marks, copyrights, logos or other intellectual property (collectively the "Marks") associated with Company or any of its related entities or channels (including, without limitation, HBO®, HBO® Plus, HBO® Family, HBO® Digital, HBO/MAX®, MAX®, Cinemax®, MaxPrime®, E!

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Entertainment Television, A&E, The History Channel, Sony Entertainment Television, The Warner Channel, Animax and AXN) (“Company’s Channels”) or the Series, by reason of this Agreement or otherwise. Producer further acknowledges the great value of the goodwill associated with the Marks and the public renown and recognition of the same, and that the Marks have a distinctiveness and a secondary meaning that is firmly associated in the minds of the trade and general public with Company, and that any additional goodwill in the Marks which may be created through the use of the Marks by Producer will inure to the sole benefit of Company. Company grants Producer a limited license to use the Marks solely for the specific and limited purposes described herein, and Producer has no other right of any kind to any of the Marks and no other rights are granted hereby.

4. Additional Grants.

(a) Producer hereby grants to Company the right in all Media worldwide in perpetuity to use, and to license others to use (a) the title of the Series, (b) Producer's name and other corporate information, (c) the name of any owner, officer or director of Producer, (c) stills from the Series, photographs taken of and during the production of the Series, clips from the Series and synopses of or material from the Series,(d) the name of any Participant rendering services for or appearing in the Series, and any such person's biography, photographs, image or likeness and recorded voice, and (e) clips of any and all music, soundtrack and other audio used in the Series, all for informational purposes or in connection with the marketing, advertising, publicity or promotion of the Series or Company’s Channels, either alone or in conjunction with the marketing, advertising, publicity or promotion of the name, products and/or services of any licensee, distributor or sponsor of the Series, but not as a direct or implied endorsement of any such products or services. Producer will secure for Company those rights described above from Participants and other third parties. Company may use any of such materials to create and use written summaries, audio/visual clips, extracts, synopses, press kits, promotional materials, and/or marketing items of any kind, of the Series.

(b) Company shall have the right to create or cause the creation of (a) a closed-captioned version of the Series and (b) dubbed and/or subtitled versions of the Series in any and all languages Company deems appropriate for Exploitation of the Series.

5. Production Fee and Payment.

(a) The production fee for each episode of the Series shall be _____ U.S. Dollars (US\$ _____), which is inclusive of all applicable taxes (including, without limitation, *Impuesto sobre Valor Agregado* and any similar taxes), fees, levies, duties, assessments and other similar charges, for a total of _____ U.S. Dollars (US\$ _____) for all thirteen (13) episodes of the Series (the “Production Fee”).

(b) Provided that Producer is in compliance with this Agreement and has completed the Services to Company’s satisfaction, the Production Fee will be payable as follows:

- (i) US\$ _____ due three (3) business days after full execution and delivery of this Agreement;
- (ii) US\$ _____ due _____, 2006;

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- (iii) US\$ _____ due _____, 2006;
- (iv) US\$ _____ due _____, 2006;
- (v) US\$ _____ due _____, 2006;
- (vi) US\$ _____ due _____, 2006;
- (vii) US\$ _____ due _____, 2006;
- (viii) US\$ _____ due _____, 2006; and
- (ix) US\$ _____ due ten (10) business days after receipt, technical acceptance and creative approval by Company of all thirteen (13) episodes of the Series and completion of all Services to Company's satisfaction.

(c) Producer will deliver to Company, no later than thirty (30) days prior to each payment installment date set forth in subsection (b) above, an original invoice for each such payment installment to the following address: HBO OLE ACQUISITIONS, LLC, 4000 Ponce de Leon Boulevard, 8th Floor, Coral Gables, Florida 33146, Attention: Finance Department.

(d) Company will pay the Production Fees described above via wire transfer to:

Account Name:
Bank Name:
Bank Address:
Account:
ABA # Or Swift Code:
Tax ID# (Licensor):

(e) Producer shall complete and remit to Company on a timely basis all Clearances and tax forms reasonably requested by Company. The proper completion and remittance of those Clearances and forms by Producer to Company shall be a condition precedent to Company's obligation to pay any amount contemplated by this Agreement.

(f) Company will not be required to pay Producer a higher Production Fee as a result of production overages or any other overages not directly caused by Company, all of which will be borne solely by Producer.

6. Ownership.

(a) From inception through all stages of completion, the Series, and all elements thereof and all rights therein, will be considered a "work made for hire" (*obra por encargo*) for Company. Company will own and control all exclusive, irrevocable and perpetual right, title and interest (including copyright) throughout the universe in and to the Series and all elements or portions thereof, including all raw footage, from the inception of production, in any and all Media, including without limitation all literary, dramatic or other material contained therein, all characters, concepts, properties, elements, names and titles contained

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therein and the results and proceeds of the services of all persons and entities rendering services in connection therewith, including the right, within Company's sole discretion, to exploit all ancillary and subsidiary rights in and to the Series. As between Producer and Company, the Series and the copyright therein will be deemed the property of Company and Company will be deemed the author thereof. If for any reason, and to any extent, the Series or any element thereof is not a "work made for hire," Producer will take such actions as are necessary (including the execution of appropriate transfer documentation) to assign any such rights to Company.

7. Approvals.

(a) At all times throughout the pre-production, production and post-production of the Series, Company will have the right to approve all creative and business aspects of the Series, including without limitation, all concepts, scripts, casting, characters, performers, directors, writers, storyboards, artwork, sets, costumes, colors, credits, rough cuts, music, all production elements and all agreements relating to persons or entities rendering services, furnishing materials or granting rights. In connection therewith, and notwithstanding any other similar such obligation by Producer, any element previously approved by Company in accordance with this section will be resubmitted for approval if altered from the version previously approved.

(b) If Company requests in writing any change in an element previously approved in accordance with this section, Producer will implement such changes so requested, provided that Company will pay any and all incremental costs and expenses incurred by Producer in connection with the implementation of such changes, subject to Company's pre-approval (in writing) of such costs and expenses.

8. Producer Responsibilities.

(a) Producer will use only first-class facilities and equipment for photography, filming, recording, film processing, scoring, dubbing and all other aspects related to the development, pre-production, production and post-production of the Series.

(b) Producer will be solely responsible for, and will pay any and all costs incurred, in the production and delivery of the Series, including without limitation all costs and expenses relating to (i) all material and equipment utilized by Producer in connection with the Series and (ii) all compensation, fees, and any other sums payable to all Participants in connection with the Series. Producer will pay all such costs, expenses and compensation as and when due.

(c) Producer will obtain and maintain all Clearances for the production and Exploitation of the Series in the Media worldwide in perpetuity, including, without limitation, executed Clearances from all Participants, including all music and elements contained therein, in all Media worldwide in perpetuity. If necessary in connection with producing the Series, Producer is or will timely become a signatory to any guild or union agreements which are necessary or desirable for the first class production of the Series. Producer will deliver to Company the foregoing Clearances as may be requested by Company.

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(d) If necessary in connection with producing the Series, Producer will be solely responsible for and will pay all residual, supplemental market, reuse fees, royalties or similar payments required to be paid under any agreement, including without limitation under any applicable collective bargaining agreement as a result of the Exploitation of the Series hereunder in any Media.

(e) Producer shall use its best efforts to contractually obligate the principal Participants (including the principal cast, the producers and directors) to attend a reasonable number of promotional and publicity activities (including, without limitation, interviews and premieres and other screenings) in connection with Company's marketing, advertising, publicity and promotion of the Series.

(f) Producer will appear in and defend all actions and proceedings affecting title to the Series and the rights effected herein and will obtain and furnish to Company, upon demand, such Clearances and other releases and subordinations of claim or liens which may be required to maintain the priority of Company's rights hereunder.

9. Delivery Requirements.

(a) Producer will deliver the Series to Company (a) on a timely basis in accordance with the Production Schedule (b) completely finished, fully edited and titled and fully synchronized with language, dialogue, sound and music, recorded with sound equipment pursuant to valid licenses, and in all respects ready for first-class Exploitation, as determined by Company in its sole discretion, in all Media worldwide in perpetuity, and (c) in accordance with the technical specifications and delivery requirements set forth in Schedule "D" attached hereto. With respect to each episode of the Series, Producer will, at its sole cost and expense, satisfactorily deliver to Company the following materials (the "Materials"): (i) all original raw footage shot in connection with such episode in 16mm format; (ii) one (1) Digital Betacam (NTSC) tape master containing the finished episode (with separate music and created effects (M&E) tracks) with audio and visuals, and all elements thereof; (iii) one (1) Digital Betacam NTSC tape master containing all raw footage recorded in connection with producing such episode; and (iv) all materials created as a result of Producer's Services to such episode.

(b) If the Series (including any of the Materials) as delivered by Producer is not, in Company's sole judgment, in accordance with the requirements of this Agreement, Company may return the Series or Materials delivered by Producer for revision in accordance with the requirements of this Agreement.

(c) Producer will deliver the Material to Company at the following address:

HBO Latin America Production Services, L.C.
13801 N.W. 14th Street
Sunrise, Florida 33323
Attention: Traffic Department

Producer will bear the cost of delivery of all Material to Company.

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(d) The Materials corresponding to each of the first thirteen (13) episodes shall be delivered to Company in a timely fashion, in accordance with the following delivery schedule:

- (i) Materials for episodes 1 and 2 no later than _____;
- (ii) Materials for episodes 3 and 4 no later than _____;
- (iii) Materials for episodes 5 and 6 no later than _____;
- (iv) Materials for episodes 7 and 8 no later than _____;
- (v) Materials for episodes 9 and 10 no later than _____;
- (vi) Materials for episodes 11 and 12 no later than _____; and
- (vii) Materials for episode 13 no later than _____.

(e) If Company notifies Producer of any technical defects or requested creative changes in the Materials for an episode, Producer will, within seventy-two (72) hours, promptly correct any such technical defects, complete any such requested creative changes, and deliver satisfactory replacement Materials (the "Replacement Materials") to Company, at Producer's sole cost and expense. In the event Producer fails to promptly correct any technical defect or complete any requested creative change and deliver satisfactory Replacement Materials within such seventy-two (72) hour period, as determined by Company in its sole discretion, such failure will be a material breach of this.

Acceptance by Company of less than all of the Materials required for delivery of the Series will not be construed as a waiver by Company of Producer's obligations to deliver any Materials required hereunder. Acceptance by Company of the delivery of any Materials will not relieve Producer of its obligations to Company pursuant to the representations, warranties and indemnification provisions of this Agreement.

10. Representations, Covenants and Warranties.

(a) Producer represents, covenants and warrants to Company as follows:

(i) Producer is a duly organized and existing corporation and is presently in good standing under the laws of the country of its formation and this Agreement constitutes a valid and binding obligation of Producer enforceable in accordance with the terms hereof;

(ii) Producer has the right to enter into this Agreement and to grant, sell, assign, transfer and convey to Company all of the rights and privileges herein granted and agreed to be granted to Company, and there are not and will not be outstanding any Claims of any nature in or to the Series, or any part thereof, or any of the literary or dramatic material contained therein or upon which the Series is or is to be based, which can or will impair or interfere with any of the rights, licenses or privileges herein to Company; and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required that has not been obtained or made either for the execution, delivery or performance hereof by Producer or for the perfection of or the exercise by Company of its rights and remedies hereunder.

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(iii) Neither the Series, nor any part thereof, nor any of the literary or dramatic material contained therein or upon which the Series is or is to be based, nor the exercise by any person or entity of any right, license or privilege granted or agreed to be granted to Company under this Agreement, will violate or infringe upon the trademark, trade name, copyright, literary, dramatic, artistic, personal, moral, private, civil, contract or property rights or rights of privacy, or any other right of any person or entity. In this regard, Producer has obtained or will obtain valid written Clearances from any and all persons and entities whose rights would otherwise be violated or infringed in the absence of such Clearances.

(iv) Producer will have obtained and transferred to Company proper and effective licenses to use any music copyrighted or otherwise protected which has been used in the production of the Series, together with the right to use said music in connection with the Exploitation of the Series in all television media worldwide in perpetuity; and the non-dramatic performing rights to all music contained in the Series are controlled by BMI, ASCAP, SESAC, CISAC or SACM, or in the public domain, or controlled by Producer (in which event such rights are hereby assigned to Company).

(v) Producer has not and will not sell, assign, transfer, license, sublicense or convey, or enter into any agreement in writing or otherwise, for the Exploitation or other disposition of the Series or any rights therein or any material contained therein or upon which it is based, except to Company. Producer has not will not assign, hypothecate, mortgage or pledge the Series or any rights therein, or proceeds thereof, for any purpose whatsoever without the prior written consent of Company.

(vi) All agreements with Participants granting rights in connection with the development, production or delivery of the Series hereunder: (i) will be in writing and entered into in Producer's name and specifically state Company as an intended beneficiary of those agreements; (ii) will contain terms and conditions customary in the television production industry for the applicable type of services, material or rights being rendered, furnished or granted (including without limitation the unrestricted right to use the name, voice, likeness and biographical material of any person granting such rights); (iii) will be fully assignable to Company or its designees, successors or assigns and will contain language to effectuate such assignment; and (iv) will either confirm that such work or material has been prepared by the third party as an employee-for-hire for Producer, within the scope of his or her employment or that it is a work specially ordered or commissioned for use hereunder and that it will be considered a work-made-for-hire (*obra por encargo*) and Producer will have and fulfill all responsibilities of an employer, including, without limitation, those arising under any labor, social security or worker's compensation law, any other legal requirement or any applicable guild agreement and the results and proceeds of all said persons' services will be "works-made-for-hire." Company will approve the form of all such agreements.

(vii) Producer has not granted and will not grant any "pay or play" provisions, deferments with respect to the Series or participations in the receipts of the Series which would in any manner bind, commit or affect Company. Furthermore, Producer will ensure that all agreements with principal cast members that may have continuity for an additional season will contain a provision which grants Company an irrevocable option to renew the services of such cast members for such additional season (i.e., thirteen (13) additional episodes) under the same terms and conditions (payment and otherwise) as set forth in the agreements for the first thirteen (13) episodes. Producer will, or will cause to be made when due, all payments of compensation which may be required to be remitted to all Participants and to make such

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deductions and withholdings from and payments on account of such compensation (including, without limitation, all payments of taxes and other contributions of a labor or social security nature or otherwise which have arisen or may arise out of the services to be rendered or the equipment, facilities, rights or other material to be furnished by any such Participants in connection with the Series) as are required or permitted to be deducted and withheld from or paid on account of compensation paid to such Participants under the provisions of applicable laws or regulations or guild agreements. Producer will fully and completely satisfy and discharge all obligations and liabilities undertaken in connection with each such contract and agreement.

(viii) All rights and benefits flowing to Producer under each such contract or agreement shall be deemed, and hereby are, assigned to Company concurrently with the effectiveness of such agreement. It is expressly understood that Company has not assumed any obligations under any contracts entered into by Producer. For the avoidance of doubt, Company shall have no obligation (payment or otherwise) to any Participants or third parties in connection with the Series.

(ix) Producer will not violate any governmental rule, regulation, law, statute or ordinance or infringe upon the rights of any person or entity in connection with the development, production and/or delivery of the Series. Producer will not make any filing with or communication to any governmental authority with respect to the Series or this Agreement without the prior written consent of Company.

(x) Neither the Series nor any portion thereof is in the public domain anywhere in the world.

(b) Company represents, covenants and warrants to Producer that it is authorized to enter into and perform its obligations under the terms of this Agreement.

11. Indemnities.

(a) Producer hereby indemnifies and agrees to hold Company, its successors, licensees and assigns (including, without limitation, all distributors, exhibitors or other permitted licensees or sponsors of the Series), and their respective parents, subsidiaries, related entities, affiliates, officers, directors, shareholders, employees and agents harmless from and against any and all Claims arising out of or in connection with a breach or alleged breach by Producer of any representation, warranty or covenant contained herein or any damage to property of any person or entity or injury to, illness of, or death of any person arising out of or in the course of the Exploitation, delivery or other use of the Series or other exercise of the rights granted hereunder.

(b) If any such Claim is brought or threatened alleging facts which, if true, would constitute a breach by Producer of any of its representations, warranties or covenants hereunder, Producer will immediately notify Company thereof in writing. Company may, at its election, be represented with respect to such claim by counsel retained by Producer or by Company, in Company's sole discretion, and the cost of such representation will be paid and borne solely by Producer. Company will have the right, in its sole discretion, to resolve any such claim as it deems appropriate (including, without limitation, by means of compromise or settlement).

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(c) Company hereby indemnifies and agrees to hold Producer and its successors and assigns harmless from and against any and all Claims arising out of or in connection with a breach by Company of any representation, warranty or covenant contained herein.

12. Insurance.

(a) Producer will, at its sole cost and expense, maintain for customary periods with respect to each episode, reasonable and ordinary production, general liability and worker's compensation insurance issued by a recognized and reputable insurance company, with policy limits in accordance with industry standards for productions such as the Series. Producer will add Company (and such related persons or parties of which Company gives Producer written notice) as named insured under all such policies, and such policies will be primary and not in excess of or contributory to any insurance obtained by Company. Such insurance will not have any exclusions, and Producer will strictly adhere to any and all clearance procedures in connection with such insurance. Such policies will include a provision requiring the carrier to provide Company not less than thirty (30) days written notice prior to any modification or cancellation thereof. Producer will deliver to Company a certificate of insurance for the Series and episodes evidencing such insurance. If Producer fails to obtain any such insurance, Producer will indemnify Company against all claims, actions, liability or losses which may be asserted against or suffered by Company.

(b) If any Claim is made against Producer with respect to the Series or any rights pertaining thereto which would be covered by Company's insurance, Producer will promptly advise Company in writing of the existence and details of such Claim. Producer will cooperate with Company and the insurance carriers with respect to any such Claim and abide by Company's instructions with respect thereto. Producer will not, without the consent of Company, do, or fail to do, any act or thing which would adversely affect the rights of Company or any of the insurance carriers.

13. Audit Rights.

Producer will maintain for a period of three (3) years complete and accurate records pertaining to the provision of Services hereunder, including all agreements entered into with Participants or otherwise in connection with the Series and all financial and accounting records relating to the Production Fee and any expenditures made by Producer in connection with the Series or this Agreement. Company will have the right to review such records at reasonable times and upon reasonable advance written notice during normal business hours at Producer's offices. Such review will be at Company's sole cost and expense.

14. Default and Termination; Force Majeure.

(a) The following will each constitute a default ("Default") by Producer: (a) any failure, refusal or neglect of Producer to perform any of the Services or its other obligations under this Agreement; (b) any breach by Producer of its representations, covenants or warranties set forth in this Agreement; or (c) Producer (i) becomes insolvent or fails or is unable or admits in writing its inability generally to pay its debts as they become due; (ii) institutes or has instituted against it a proceeding seeking any relief under any insolvency, bankruptcy or reorganization law or other similar law affecting creditors' rights, or a petition is presented for the winding-up or liquidation of Producer; (iii) seeks or becomes subject to the appointment of

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an administrator, receiver, trustee, examiner, custodian or other similar official for it or for its assets; or (iv) becomes subject to any event which, under the applicable laws of any jurisdiction, has an analogous effect to the events specified in clauses (i) to (iii).

(b) Company may terminate this Agreement by giving written notice of termination to Producer if: (i) a Default occurs (provided, that if such Default is curable, Producer will have, upon receiving written notice of Default from Company, five (5) days to cure such Default); (ii) an event of Force Majeure (as defined below) occurs and continues for a period of seven (7) consecutive days or an aggregate of two (2) weeks; or (iii) Company elects, in its sole discretion, not to proceed with the development or production of the Series. "Force Majeure" means any fire, flood, earthquake, storm or other Act of God or public disaster; strike or labor dispute; embargo, riot, war, act of terrorism, insurrection or civil unrest; or any other cause beyond the reasonable control of the parties.

(c) In the event that Company elects to terminate this Agreement based on any of the foregoing reasons, Producer shall promptly (a) cease all further performance of the Services; (b) promptly deliver all elements of the Series developed or produced or in production (including the Derivative Works and the Materials) and all appropriate Clearances or rights in such elements to Company; and (d) assign to Company, at Company's option, any and all such agreements relating to the Series (including, without limitation, any agreements with Participants). Thereafter, Company shall have the right, but not the obligation, to complete development and production of the Series. Producer shall cooperate fully with Company in Company's takeover of the Series as set forth herein. The exercise by Company of its takeover right will be without prejudice to Company's rights at law and in equity against Producer by reason of any Default under this Agreement.

15. Takeover.

(a) In addition to and without limiting any other rights of Company hereunder, Company will have the right, but not the obligation, to take over and complete production and delivery of any and all episodes of the Series in compliance with the other provisions of this Agreement at any time after the occurrence of any of the following events:

(i) The death or disability of _____, _____, _____ or _____, if such disability prevents any such person from rendering full complete services for ten (10) days or more during principal photography and/or post-production of any of the episodes of the Series; or

(ii) Producer is in Default and such Default has not been cured within the time periods permitted by this Agreement.

(b) If Company takes over the production, it will be deemed to do so as the agent of Producer. Upon such occurrence, Producer will place at Company's disposal and under its control all persons and equipment engaged or used by Producer in connection with the Series. For such purpose, Producer hereby irrevocably constitutes and appoints Company as Producer's attorney-in-fact, with the full power of

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substitution and revocation, if Company exercises its takeover rights, in the name of Producer or otherwise, to enforce, modify, release, compromise or terminate any contract or other obligation of Producer with respect to the Series, to engage and discharge personnel and in general to do any act which Company may, in its sole discretion, deem necessary or desirable in connection with the production of the Series. Company will not be liable to Producer for any good faith error of judgment or any action taken or omitted to be taken by it in good faith in the exercise of Company's rights hereunder. The exercise by Company of its takeover right will be without prejudice to Company's rights at law and in equity against Producer by reason of any breach of Producer's representation, warranties and/or agreements under this Agreement. [Check the enforceability of this with Paco; do we need a separate power of attorney under MX law?]

(c) If Company takes over the production, Producer shall promptly deliver all elements of the Series (whenever produced and in whatever stage of production, including the Derivative Works and the Materials) produced or in production and all appropriate Clearances or rights in such elements to Company, and Company (or its licensee, assignee or other transferee) shall have the right, but not the obligation, to complete production of the Series. In this regard, Producer shall promptly assign to Company, at Company's option, any and all such agreements relating to the Series (including, without limitation, any agreements with Participants or other persons or entities rendering or furnishing services in connection with the Series). Producer shall cooperate fully with Company in Company's takeover of the Series as set forth herein.

(d) If Company takes over the production of any episode, it will have the right, but not the obligation, to take over and complete production and delivery of all episodes that have not then been completed and delivered.

16. Additional Documents.

Producer will execute and deliver to Company such additional agreements, assignments, acknowledgments, approvals, consents and other documents as may be reasonably requested by Company to more fully evidence or effectuate the purposes and intent of this Agreement no later than five (5) days after Company's request therefor.

17. Reports.

Producer will render to Company accounting statements (together with corresponding receipts and other supporting documentation if requested by Company) detailing all costs and expenses paid in connection with the Series. With respect to such accounting statements, Producer will follow the instructions and will complete and deliver to Company the corresponding documents set forth in Schedule "E". Producer will render such bank and accounting statements on a monthly basis within fifteen (15) days after the end of each calendar month.

18. Notices.

Any notices, demands, consents, agreements, requests or other communications which may be or are required to be given, served or sent by any party to any other party or obtained from any party pursuant to this Agreement must be in writing and must be (a) hand delivered personally by a recognized independent

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courier such as FedEx, UPS or DHL, (b) transmitted by telecopier, or (c) transmitted by electronic mail, in each case addressed as follows:

- (i) If to Producer:

With a copy to:

- (ii) If to Company:

HBO Ole Acquisitions, LLC
C/o HBO Latin America Group
4000 Ponce de Leon Boulevard
Suite 800
Coral Gables, FL 33146
Attn.: Chief Financial Officer
Telecopier: (305) 443-4810
E-mail: dtorkington@hbo-la.com

With a copy to:

HBO Latin America Group
4000 Ponce de Leon Boulevard
Suite 800
Coral Gables, FL 33146
Attn.: General Counsel
Telecopier: (305) 442-4711
E-mail: jsariego@hbo-la.com

Each party may designate by notice in writing a new address to which any notice, demand, consent, agreement, request or communication may thereafter be given, served or sent. Each notice, demand, consent, agreement, request or communication which is hand delivered or transmitted in the manner described above will be deemed received for all purposes on the first business day after delivery to the addressee (with the courier delivery receipt, the telecopier answer back confirmation, or the e-mail delivery confirmation being deemed evidence of such delivery) or the first business day after delivery is refused by the addressee upon presentation. "Business day" means any day which is not a Saturday, a Sunday or a public holiday in which financial institutions are closed in the place at or to which the notice is left or sent.

19. Equitable Relief.

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(a) Producer acknowledges that the Services to be rendered by Producer hereunder or otherwise in connection with the Series and the rights granted to Company are of a special, unique, extraordinary and intellectual character which gives them a peculiar value, the loss of which Company cannot be reasonably or adequately compensated in damages in an action at law and that a breach of this Agreement by Producer will cause irreparable injury and damage. Producer therefore expressly agrees that in the event of a breach or threatened breach by Producer of this Agreement or of any agreement(s) with any other person or entity in connection with any Series hereunder, Company will be entitled to injunctive and other equitable relief against Producer, in Company's discretion, to end or prevent such breach and to secure enforcement of this Agreement or such other agreement(s). Resort to such equitable relief, however, will not be construed as a waiver of any other rights or remedies which Company may have for damages or otherwise.

(b) Producer acknowledges that in the event Company breaches this Agreement, the damages if any, caused thereby will not be irreparable or otherwise sufficient to cause an entitlement on the part of Producer to terminate or rescind this Agreement or to injunctive or other equitable relief, and Producer's rights and remedies will be strictly limited to the right to seek money damages in an action at law.

20. Assignment.

(a) Producer may not assign this Agreement or any right or interest hereunder or delegate any or all of its obligations hereunder without the prior written consent of Company.

(b) Notwithstanding anything herein to the contrary, Company may, in its sole discretion and at any time, assign this Agreement or any right or interest hereunder or any portion hereof to any person or entity without the consent of Producer.

21. Confidentiality.

Producer shall not disclose to any third party (other than its respective employees, in their capacity as such), any information with respect to the financial terms and provisions of this Agreement, except: (a) to the extent necessary to comply with any law or the valid order of a court of competent jurisdiction, and in any such event the party making such disclosure shall seek confidential treatment of such information; (b) to its parent company, its auditors and its attorneys as part of its normal reporting or review procedure, and, in any such event, such parent company, auditors and attorneys agree to be bound by the provisions of this section; and (c) in order to enforce its rights pursuant to this Agreement. In addition, Producer shall not make, and shall not authorize, any press release, press conference or other public announcement regarding the existence of this Agreement or any of the terms hereof or any aspect of the Series without the prior written consent of Company.

22. Press Releases and Advertising.

Company shall be solely responsible for the marketing, advertising, publicity and other promotion of the Series in all Media worldwide in perpetuity, including all press releases and press conferences. In connection with such promotional efforts, Producer will provide Company with the access and materials set forth on Schedule "H" attached hereto. Producer shall not or permit others to market, advertise, publicize or promote the Series or any portion thereof or any footage from the Series, in any form, by any Media, without

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Company's prior written consent. If a member of the press or news media approaches Producer to give a statement or information of any kind related to the Series or any part thereof, Producer shall immediately direct the requesting party to Company for a response.

23. Miscellaneous.

This Agreement (including the documents attached or incorporated herein) supersedes all prior or contemporaneous agreements with respect to the subject matter hereof between Company and Producer and embodies the entire understanding of the parties. The Agreement may not be amended or modified, nor may any provisions hereof be waived, except by a writing signed by the party to be charged therewith. No payment or other action by Company will constitute a waiver of any term or condition of this Agreement. In no event will Company be in default hereunder unless it has failed to cure such default within thirty (30) days following receipt of written notice thereof from Producer. The captions in this Agreement are only for convenience and will not have any substantive effect. Nothing herein contained will constitute a partnership between or joint venture by the parties hereto or constitute either party the agent of the other, and neither party hereto will hold itself out as the partner, agent or joint venturer of the other or be liable for or bound by any representation, act or omission whatsoever of the other. This Agreement is not for the benefit of any third party not a signatory hereto and will not be deemed to give any right or remedy to any such party, whether referred to herein or not. If any provision of this Agreement will be adjudged by a court to be void or unenforceable, the Agreement will be deemed modified to the extent necessary to avoid the illegality, but the void or unenforceable provision will in no way affect any other provision of this Agreement or the validity or enforceability thereof. This Agreement will be binding upon and inure to the benefit of the parties and their permitted licensees, successors and assignees and will be construed and enforced in accordance with the laws of the State of Florida, United States of America, applicable to agreements entered into and wholly performed therein. Company may institute any action or proceeding arising out of or in connection with this Agreement in the federal or state courts of or located in Miami-Dade County, State of Florida, and the parties consent to the personal jurisdiction of such courts. Service of process in any such action or proceeding may be accomplished by sending the process in the manner set forth in Section 18. If any suit is brought to interpret or enforce this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in connection that suit (including any appeal or actions to collect on or enforce a judgment).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

HBO Ole Acquisitions LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

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ACKNOWLEDGEMENT LETTER

(_____)

Reference is made to the Production Services Agreement dated as of _____ 2006 (hereinafter referred to as "Agreement") between HBO Ole Acquisitions LLC ("Company") and ARGOS COMUNICACIÓN, S.A. DE C.V ("Producer"). As an inducement to Company to enter into the Agreement, I hereby represent, warrant and agree as follows:

A. I am familiar with all of the terms, covenants and conditions of the Agreement, and do hereby consent to and approve of the execution thereof. Producer is now, and at all times during the term of the Agreement, when my services may be rendered or required thereunder, authorized to furnish my services to Company as provided therein. If for any reason my relationship with Producer should expire or be terminated before the completion of my services under the Agreement, I will keep, perform and comply with all the terms and conditions thereof, as though I were a party to the Agreement and had executed it directly.

B. I will perform, keep and comply with all of the terms, covenants and conditions of the Agreement and will perform my services for Company hereunder, conscientiously and to the best of my ability, during the term thereof and at all other times when my services may be rendered or required.

C. I will look solely to Producer and not to Company for all compensation for my services and for the discharge of all other obligations of Producer with respect to my services under the Agreement, and Company will have no obligation to compensate me directly for any services to be performed by me or for any rights granted to Company thereunder.

D. I hereby confirm and join in any representations, warranties and agreements set forth in the Agreement, and in the grant to Company of all rights under the Agreement.

Dated as of _____, 2006

SIGNED:

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ACKNOWLEDGEMENT LETTER
(_____)

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A. I am familiar with all of the terms, covenants and conditions of the Agreement, and do hereby consent to and approve of the execution thereof. Producer is now, and at all times during the term of the Agreement, when my services may be rendered or required thereunder, authorized to furnish my services to Company as provided therein. If for any reason my relationship with Producer should expire or be terminated before the completion of my services under the Agreement, I will keep, perform and comply with all the terms and conditions thereof, as though I were a party to the Agreement and had executed it directly.

B. I will perform, keep and comply with all of the terms, covenants and conditions of the Agreement and will perform my services for Company hereunder, conscientiously and to the best of my ability, during the term thereof and at all other times when my services may be rendered or required.

C. I will look solely to Producer and not to Company for all compensation for my services and for the discharge of all other obligations of Producer with respect to my services under the Agreement, and Company will have no obligation to compensate me directly for any services to be performed by me or for any rights granted to Company thereunder.

D. I hereby confirm and join in any representations, warranties and agreements set forth in the Agreement, and in the grant to Company of all rights under the Agreement.

Dated as of _____, 2006

SIGNED:

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ACKNOWLEDGEMENT LETTER
(_____)

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A. I am familiar with all of the terms, covenants and conditions of the Agreement, and do hereby consent to and approve of the execution thereof. Producer is now, and at all times during the term of the Agreement, when my services may be rendered or required thereunder, authorized to furnish my services to Company as provided therein. If for any reason my relationship with Producer should expire or be terminated before the completion of my services under the Agreement, I will keep, perform and comply with all the terms and conditions thereof, as though I were a party to the Agreement and had executed it directly.

B. I will perform, keep and comply with all of the terms, covenants and conditions of the Agreement and will perform my services for Company hereunder, conscientiously and to the best of my ability, during the term thereof and at all other times when my services may be rendered or required.

C. I will look solely to Producer and not to Company for all compensation for my services and for the discharge of all other obligations of Producer with respect to my services under the Agreement, and Company will have no obligation to compensate me directly for any services to be performed by me or for any rights granted to Company thereunder.

D. I hereby confirm and join in any representations, warranties and agreements set forth in the Agreement, and in the grant to Company of all rights under the Agreement.

Dated as of _____, 2006

SIGNED:

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ACKNOWLEDGEMENT LETTER
(_____)

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A. I am familiar with all of the terms, covenants and conditions of the Agreement, and do hereby consent to and approve of the execution thereof. Producer is now, and at all times during the term of the Agreement, when my services may be rendered or required thereunder, authorized to furnish my services to Company as provided therein. If for any reason my relationship with Producer should expire or be terminated before the completion of my services under the Agreement, I will keep, perform and comply with all the terms and conditions thereof, as though I were a party to the Agreement and had executed it directly.

B. I will perform, keep and comply with all of the terms, covenants and conditions of the Agreement and will perform my services for Company hereunder, conscientiously and to the best of my ability, during the term thereof and at all other times when my services may be rendered or required.

C. I will look solely to Producer and not to Company for all compensation for my services and for the discharge of all other obligations of Producer with respect to my services under the Agreement, and Company will have no obligation to compensate me directly for any services to be performed by me or for any rights granted to Company thereunder.

D. I hereby confirm and join in any representations, warranties and agreements set forth in the Agreement, and in the grant to Company of all rights under the Agreement.

Dated as of _____, 2006

SIGNED:

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SCHEDULE A

“CAPADOCIA”

CONCEPT:

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SCHEDULE B

[Did Paco review this release? Where is this document referred to in the Agreement?]

PARTICIPANT RELEASE

SERIES: The Series currently entitled "CAPADOCIA"

PRODUCER: ARGOS COMUNICACIÓN, S.A. DE C.V.

COMPANY: HBO Ole Acquisitions LLC

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I (the undersigned) agree to appear and to be interviewed, photographed, filmed, recorded and/or videotaped by representatives of Producer and/or Company in connection with the above-referenced Series. Company and its affiliates, designees, successors, licensees and assignees may copyright, use and reuse, copy, publish, distribute, edit, excerpt, exhibit and otherwise exploit my name (real or fictitious), likeness, persona, performance, voice, pictures, biographical information and identification, and statements (collectively, my "Appearance"), for any and all uses, in whole or in part, in any and all media, by any and all methods and in any and all manners, now known or hereafter devised, for the Series or any other program, throughout the universe in perpetuity, including, without limitation, in connection with the advertising, exploitation and publicizing of the Series or any other Series. Company shall own, and I grant and assign to Company, all rights, title and interest of every kind and character in perpetuity throughout the universe in and to the Series and the results and proceeds of my Appearance, all of which are works made for hire, specially commissioned for use as part of an audiovisual work, including all copyrights, renewals and extensions of copyright, and Company shall be deemed the author thereof for all purposes. To the extent under applicable law, the Series and the results and proceeds of my Appearance may not be considered a work made for hire, I hereby transfer and convey to Company, to the maximum extent permitted by applicable law, all of my rights, title and interest in all copyrightable matter created by me under or in connection with this release so that Company will be the sole owner of all copyrights therein. Company may edit my Appearance as Company sees fit. I understand that Company has no obligation to use my Appearance. I am aware that a still photographer also may be present during the dates of performance, and I grant Company and its affiliates, designees, successors, licensees and assignees the right to copyright and use said photographs without further payment to me in printed publications or any other media, without restrictions. Company shall also have the right, and I shall fully cooperate with and allow Company to produce, distribute and otherwise exploit trailers and "behind-the-scenes" or "making of" programs incorporating my Appearance.

I hereby release and discharge Company and its affiliates, designees, successors, licensees and assignees from any and all claims, demands, or causes of action that I may have, whether for libel, violation of my right of privacy or publicity, or any other matter arising out of or in any manner connected with the use of my Appearance or the exercise of the rights granted herein. I hereby verify that all statements and other information given by me are true and accurate, and I agree to be legally responsible for any claims arising from such statements. I acknowledge and agree that this release shall not be subject to the terms of any union or guild agreement and that no sums will be due to me in connection with the exploitation, use or reuse of my Appearance, the Series or any other program in television or in any other medium.

I understand that Company is proceeding in reliance upon the terms set forth herein, and I will not attempt to revoke this release at any time. I understand that Company may, in its sole discretion and at any time, assign this release or any right or interest hereunder or any portion hereof to any person or entity without my consent.

I have carefully read the terms of this release and in consideration of Company's considering the use of my Appearance in the Series or any other program, have indicated my understanding and agreement by signing below. I AM 18 YEARS OF AGE OR OLDER.

ACCEPTED AND AGREED:

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Signature: _____

Print Name: _____

Date: _____

Address: _____

Telephone #: _____

Fax #: _____

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SCHEDULE C

[Same]

MUSICIAN RELEASE

SERIES: The Series currently entitled "Capadocia"

PRODUCER: ARGOS COMUNICACIÓN, S.A. DE C.V.

COMPANY: HBO Ole Acquisitions LLC

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I (the undersigned) hereby give Producer and/or Company permission to reproduce and record any and all musical compositions performed, composed, arranged and/or conducted by me in synchronism or timed relation to the Series (the "Music") and I hereby grant to Company, its affiliates, designees, successors, licensees and assignees the perpetual right to copyright, use and reuse, copy, edit, excerpt, distribute, broadcast, advertise, exhibit, and otherwise exploit my Music, and all soundtrack recordings and other recordings which Company may make of my Music, for any and all uses, in whole or in part, in any and all media, by any and all methods and in any and all manners, now known or hereafter devised, for the Series or any other program, throughout the universe in perpetuity, including, without limitation, in connection with the advertising, exploitation and publicizing of the Series or any other program. Company shall own, and I grant and assign to Company, all rights, title and interest of every kind and character in perpetuity throughout the universe in and to the Music and the results and proceeds of my services, all of which are works made for hire, specially commissioned for use as part of an audiovisual work, including all copyrights, renewals and extensions of copyright, and Company shall be deemed the author thereof for all purposes. To the extent under applicable law, the Music and the results and proceeds of my services may not be considered a work made for hire, I hereby transfer and convey to Company, to the maximum extent permitted by applicable law, all of my rights, title and interest in all copyrightable matter created by me under or in connection with this release so that Company will be the sole owner of all copyrights therein. Company may edit my Music as Company sees fit. I understand that Company has no obligation to use my Music.

I hereby release and discharge Company and its affiliates, designees, successors, licensees and assignees from any and all claims, demands, or causes of action that I may have, whether for libel, violation of my right of privacy or publicity, or any other matter arising out of or in any manner connected with the use of my Music or the exercise of the rights granted herein. I hereby verify that all statements and other information given by me are true and accurate, and I agree to be legally responsible for any claims arising from such statements. I acknowledge and agree that this release shall not be subject to the terms of any union or guild agreement and that no sums will be due to me in connection with the exploitation, use or reuse of my Music, the Series or any other program in television or in any other medium.

I understand that Company is proceeding in reliance upon the terms set forth herein, and I will not attempt to revoke this release at any time. I understand that Company may, in its sole discretion and at any time, assign this release or any right or interest hereunder or any portion hereof to any person or entity without my consent.

I have carefully read the terms of this release and in consideration of Company's considering the use of my Music in the Series or any other program, have indicated my understanding and agreement by signing below. I AM 18 YEARS OF AGE OR OLDER.

ACCEPTED AND AGREED:

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Signature: _____

Print Name: _____

Date: _____

Address: _____

Telephone #: _____

Fax #: _____

Working in the capacity of:
(please check all that are applicable)

COMPOSER ARRANGER CONDUCTOR PERFORMER

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SCHEDULE D (include neutral versions)
(page 1 of 2)

TECHNICAL SPECIFICATIONS AND DELIVERY REQUIREMENTS

Recording Format: Digital Betacam conforming to CCIR 601 standard and complying with FCC, SMPTE and EBU standards for NTSC (525) 4x3 (1.33) full frame format.

Video: The video luminance component level shall not exceed 858 millivolts with the waveform configured to monitor as RGB. Nor shall the video components exceed 928 millivolts with the waveform configured to monitor RGB.

Video Setup: NTSC setup (pedestal) shall not be included in the video signal. At no time may the luminance drop below 0 IRE.

Time Code: Drop Frame time code shall be recorded on the vertical interval as well as longitudinal. Time Code must be continuous throughout the entire episode.

Vertical Usage: VITC must be on lines 16 and 18 (both fields); VITC and LTC must match.

Reference Color Bars With Audio: Full field 75% color bars or SMPTE color bars; 1000Hz tone at -20 dBFS on all four channels.

General Considerations For Audio: **The average dialogue levels should be between -30dBFS and -20 dBFS on the VTR audio meter. Occasional peak excursions between -14 dBFS and -20dBFS is acceptable. Audio is never to exceed -8dBFS.**

Digital Audio: Digital audio standard shall comply with AES3-1992, also known as AES/EBU. We require the theatrical version of the episode and no compression or additional processing to be applied.

Sampling frequency: 48kHz
Quantization: 20 bit/sample
Emphasis: OFF

Audio Track Standard:

AUDIO MUST BE RECORDED ON ALL 4 CHANNELS OF THE DIGITAL BETACAM

Channel 1 and 2: Original audio Dolby E encoded for Dolby Digital 5.1

1. Channel 3: Original audio stereo left
2. Channel 4: Original audio stereo right

Tape Stock: Episodes will be delivered on tape stock lengths of 32, 64, 94, or 124 minutes.

Please observe the following maximum record times:

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32 min. tape - do not exceed 30 minutes of episode material
64 min. tape - do not exceed 60 minutes of episode material
94 min. tape - do not exceed 90 minutes of episode material
124 min. tape - do not exceed 120 minutes of episode material

Tapes are to be recorded as a continuous episode with no breaks within or between reels.

Start of episode shall be at the 01:00:00:00 time code mark.

00:58:00:00	30 seconds black	Silence
00:58:30:00	60 seconds color bars	1000 Hz tone at -20 dBFS
00:59:30:00	10 seconds black	Silence
00:59:40:00	10 seconds slate	Silence
00:59:50:00	10 seconds black	Silence
01:00:00:00	Episode start	Episode track

All recordings will have a minimum two minutes of black at end of each reel, with continuous matching VITC and LTC.

Overlaps: Episodes with a duration over 120 minutes will be recorded as a multi-part dub, with a 5 -minute overlap between parts.

The last 5 minutes of episode material on Part 1 and the first 5 minutes of episode material on Part 2 will be the same.

The time code of the episode material during the overlap is to be identical to the frame on each tape.

Each subsequent tape of a episode is to contain 60 seconds of color bars and 10 seconds of black prior to start of overlap.

Tape Handling Parameters: Episode material shall be recorded and stored at temperatures 59 to 77 degrees F. and at a relative humidity of 45% (+ / -) 5%.

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SCHEDULE E

ACCOUNTING STATEMENT (TEMPLATE)

[SEE ATTACHMENT]

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SCHEDULE F

PRODUCTION REPORT

[TO COME]

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SCHEDULE G

[What about tax incentives?]

BUDGET

[SEE ATTACHMENT]

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SCHEDULE H

PROMOTIONAL MATERIALS

Producer will provide the following to Company with respect to the Series:

1. Producer shall provide Company with reasonable access to the Series' shooting locations and any Participants appearing in the Series to obtain photographs of, conduct interviews with and arrange a separate photography session with the principal Participants of the Series, such Participants to be available for photography to be posed in character as well as in candid shots, for use in advertising, marketing, publicizing and promoting the Series or Company's Channels. Company will have access to Producer's set photographer to help define critical scenes and documentation of all episodes. Producer will provide still photographs of all episodes in digital format with no less than 300 DPI High Resolution, which photographs will include studio shots of principal Participants, set shots of all episodes, and behind the scenes photography, all as requested by Company.
2. Company will have access to Producer's personnel prior to the commencement of production to plan/define:
 - (a) EPK production.
 - (b) "Behind the Scenes" production.
 - (c) Press junkets to the set.
 - (d) Set photography for promotional campaign.
 - (e) Promotional activities with talent .
3. Prior to delivery of the finished Series, Producer shall make available to Company portions of the Series selected by Company in its sole discretion from the rough cut for Company's use in preparing on-air promotional spots and/or a trailer or trailers in connection with the marketing, advertising and promotion of the Series or Company's Channels. At Company's request, Producer shall assist Company in the preparation of such promotional spots and trailers.
4. Producer will produce two versions of "Making of . . ." Reels including behind the scenes and interviews with talent and directors, in accordance with Company's instructions.
5. Producer will provide:
 - (a) Ongoing episode B-roll with scenes that include the protagonists and main actors throughout the production.
 - (b) Access to writers and producers to gather additional series insights for concept development and agency briefs for key art development.
 - (c) High resolution logos/title treatments that can be downloaded from a web-site, including graphics and graphic package, font specifications, colors, and legal treatment (SM, R, Copyright, etc.).
 - (d) Episodes/trailers (including time-coded versions) to be used at all press conferences, screenings and events.
 - (e) Access to Participants for press tours and promotion.
 - (f) required legal text and language to be printed on promotional materials, including CD soundtrack, composer and copyright information.

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(g) soundtrack and musical theme shall be provided in digital format including music cue sheet for the production of promos

Producer will commit and arrange for talent to do On Air promos to be filmed on the days of the publicity stills where the talent endorses the channel and communicates “Next on HBO” information.