

01/06/13 / 01.10.2012

01. October, 2012	Prorom - TVR	Settlement Agreement
-------------------	--------------	----------------------

This Settlement Agreement is made as of 1st October, 2012, by and between PROROM Media-Trade GmbH, BELGRADSTR.9, 80796 Munchen, Germany and SOCIETATEA ROMANA DE TELEVIZIUNE / SRTV, Calea Dorobantilor 191, Bucuresti 1, Romania (herein called "Licensee").

The parties agreed as follows:

- 1) Dues for the Agreement No. TVR-01-2006: TVR will pay EURO 58.910,16 in Oct/Nov. 2012 *- platit*
- 2) Dues for the Agreement No. TVR-01-2010: EURO 2.205.669,34:
TVR will pay in the "Worst case scenario" *:
 - a. EURO 1.2m in 2013 = EUR 100.000,00* monthly payments
 - b. EURO 200.000,00* monthly payments in 2014 (until the agreement is fully paid, thus before end of July, 2014)

*monthly installments shall be higher in case TVR gets the expected bank loan.

TVR shall inform Prorom immediately upon acceptance of the loan so that a new payment structure can be agreed on by the parties.

- 3) Dues for CSI Season 11 from Agreement No. TVR/2008-01
TVR will pay in the "Worst case scenario" *: US\$347.301 due and payable in equal monthly installments from January 2013 to June 2013*

*the payment shall be done sooner than June in case TVR gets the expected bank loan

- 4) Ro Image agreement / pending payments / "unlocking" of the TVR account:
 - a. TVR accepts the ^{second} ~~first~~ of two suggested payment schedules (Variantall/ email doamnei avocat Diana Butoeru, 1.10.12)
 - b. TVR informs that there is no possibility of a check guarantee and requests to accept the payment schedule without ~~(to be checked and to be confirmed by Ro Image and Prorom as soon as possible)~~ *Agreed by the parties*

- 5) New agreement with Prorom:
 - a. "Unlocking" of TVR's account is subject to a new package deal (Annex A) with Prorom.
 - b. This package deal was already condition for an accord the parties agreed on, according to which Prorom stopped issuing invoices for the Agreement 01-2010 starting with May 2012 and accepted to postpone these payments until the end of 2012. In exchange TVR agreed to close a new Agreement. The Deal Memorandum shall be signed by the parties on: 1st October, 2012. The long form Agreement shall be signed by the parties by 31st October, 2012.
 - c. In case the long form agreement hereto will not be signed by Licensee by 31st October, Ro Image 2000 will use its court decision to recover its amounts by blocking Licensee's bank accounts as before.

Date/Place: Bucharest, 1st October, 2012

SOCIETATEA ROMANA DE TELEVIZIUNE / SRTV

By: CLAUSIU SAFIROU
Its: President Director General

By: _____
Its: _____

By: JAFARI CRISTIAN
Its: Film Department Manager

PROROM Media-Trade GmbH

By: INGE MATHIAS
Its: MANAGING DIRECTOR

C/64/12/01.10.2012

SCHEDULE to the Deal Memorandum between PROROM Media-Trade GmbH, Belgradstrasse 9, D-80796 München, Germany, represented by its Managing Director Inge Mathias, and SOCIETATEA ROMANA DE TELEVIZIUNE / SRTV, Calea Dorobantilor 191, Bucuresti 1, Romania (herein called "Licensee").

Upon and subject to timely payment of all monies due to Licensor and Licensee's due performance of all other terms, Licensor licenses exclusively to Licensee, and Licensee accepts from Licensor, the Program(s) in the Territory for the Term identified below on all the terms and conditions of this Agreement.

SCHEDULE to Deal Memorandum No. TVR-01-2012 dated 1st October, 2012

Program(s) / Titles: Various Titles -- See *List of Titles*

License Territory: Romania and, for selected titles *Moldova (non-exclusive)* according to the List of Titles.

License period: 2 (two) years or 1 (one) year, according to the *List of Titles*, commencing with the License Start dates according to the List of Titles and expiring two years or one year thereafter or upon completion of the last permitted telecast (per title) whichever occurs earlier.

Rights: Free TV- rights for SRTV, subtitled or dubbed in Romanian language.

Number of Transmissions: 2 (two) runs (plus 2 quick repeats) or 3 (three) runs (plus 3 quick repeats) according to the *List of Titles*. The quick repeats are valid within 24 hours in non-prime time slot (12.00am to 6.00am). Repeats made outside of the foregoing time slot will be treated as a new run.

Material: BETACAM SP or DIGIBETA on loan (subject to availability; loan period shall be 30 days), dialogue lists, cue sheets, publicity (subject to availability) free of charge. HD Cam and ProRes files (on order, subject to availability).

Transportation charges: Payable by Licensee.

Excerpt Right: Exhibitor is authorized to telecast excerpts of the Pictures in the length of 1-minute each for the purpose of programme announcement only.

License Fee: Total amount: EURO 3.752.577,32 (three-seven-five-two-five-seven-seven); Subject to 3% withholding tax resulting NET payment of EURO 3.640.000,00 (three-six-four-zero-zero-zero-zero)

Payment Terms:

- 1.) Down Payment EURO 25.773,20 (NET EURO 25.000,00) payable by 31st December, 2012
- 2.) Balance EURO 3.726.804,12 (NET EURO 3.615.000,00) - payable:
 - a) EURO 131.340,21 (NET EURO 127.400,00) due monthly from Jan., 2013 to Dec., 2013;
 - b) EURO 93.814,43 (NET EURO 91.000,00) due monthly from Jan., 2014 to Dec., 2014;
 - c) EURO 85.412,37 (NET EURO 82.850,00) due monthly from Jan., 2015 to Dec., 2015;

Penalty Clause:

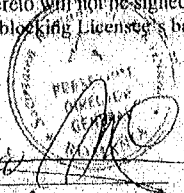
In the event Licensee (i) fails to pay any of the balance payments set in the *Payment Terms* above or (ii) takes further transmission(s) of a program licensed hereto on TVR1, TVR2 or any other broadcast channel without having paid one or more balance payments set in the *Payment Terms* above, Licensee shall immediately pay to Licensor the following contractual penalties (the "Penalties"): (a) EURO 15.000 for each transmission of a program taken on TVR1, TVR2 or any other broadcast channel; and (b) an interest charge of 3% (three per centum) over EIRIBOR rate applicable on the balance of the unpaid License Fee per calendar month to be applied retroactive to the date the respective balance payment becomes due and continue until payment is received in full. In addition, Licensor shall have all the rights and remedies specified in Clause 4 of the *General Terms and Conditions*.

The List of Titles attached hereto forms an integral part of the present Schedule to the Deal Memorandum. In the event any provision of the Schedule is contrary to the *General Terms and Conditions* the *Schedule* prevails the *General Terms and Conditions*.

Special Condition:

In case the long form agreement hereto will not be signed by Licensee by 31st October, Ro Image 2000 will use its court decision to recover its amounts by blocking Licensee's bank accounts as before.

SOCIETATEA ROMANA
DE TELEVIZIUNE / SRTV



PROROM Media-Trade GmbH

By: CLAUDIU STAPAN
Its: President Director General
Date/Place: Bucharest 1.10.2012

By: Johannes Götz
Its: Head of Sales and Acquisitions
Date/Place: Bucharest, 1.10.2012

LEA CRISTIAN
Film Department Manager

C/6412/01.10.2012

01. October, 2012	Prorom - TVR	TVR-01-2012
-------------------	--------------	-------------

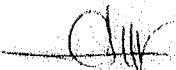
FREE TV LICENSE DEAL MEMORANDUM

This DEAL MEMORANDUM is made as of 01. October, 2012, by and between PROROM Media-Trade GmbH, BELGRADSTR.9, 80796 Munchen, Germany and SOCIETATEA ROMANA DE TELEVIZIUNE / SRTV, Calea Dorobantilor 191, Bucuresti 1, Romania (herein called "Licensee").

Licensee will acquire from PROROM on a regular basis a license to make Telecast(s) as defined under Section A.VII. (referred to individually as a "Telecast" and collectively as the "Telecasts") with respect to certain Programs. For each such licensing transaction the Parties will execute a schedule (and, if applicable, a separate List of Titles, collectively referred to herein as "Schedule") which contains the terms agreed by the Parties with respect to the license of the particular Program(s). In order to create a framework of general terms applicable to each such license, the parties enter into this Deal Memorandum. The terms and provisions in this Deal Memorandum supplement each Schedule into which this Deal Memorandum is incorporated by reference as if fully set forth therein. Subject to execution by the Parties of the applicable Schedule and PROROM's receipt of payment of the License Fee for the Program(s) in full, PROROM grants to Licensee, and Licensee accepts, a license in and to the applicable Program to make the Telecast(s) set forth in the applicable Schedule in accordance with the provisions therein and subject to the terms of this Deal Memorandum. Defined terms in this Deal Memorandum shall have the same meaning when used in the Schedule.

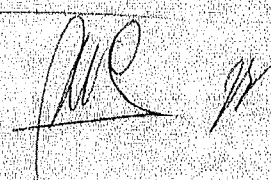
A. DEFINITIONS:

- I. "PROGRAM": The motion picture, television series or mini series (as applicable) identified by working title in the List of Titles and Schedule.
- II. "TERRITORY": **Romania**. For selected titles including *Moldova* (non-exclusive) see List of Titles.
- III. "LICENSE PERIOD": The period of time during which Licensee may make the number of Telecast(s) authorized in the Schedule, subject to expiration of any Holdback applicable to the Program(s). The License Period for the Program(s) starts on the date(s) set forth in the Schedule and ends on the earlier of: (a) the date on which the last Telecast of the Program(s) authorized in the Schedule occurs; or (b) the end date of the License Period for the Program(s) set forth in the Schedule. If this Deal Memorandum or the license granted to Licensee with respect to the Program(s) is terminated pursuant to Section B. 4 hereof, the License Period automatically ends on the date of such termination.
- IV. "LICENSE FEE": The payment(s) payable by Licensee in consideration of the rights granted under this Deal Memorandum which shall be made in strict accordance with the Payment Terms in the Schedule. Licensee acknowledges that the License Fee for each Program was negotiated separately.
- V. "HOLDBACK": The time period(s) or event(s) specified in the Schedule (or if not specified therein, the time period(s) or event(s) advised by PROROM in writing, if any) prior to or during which Licensee is not allowed to make any Telecast(s) of the Program(s).



01. October, 2012	Prorom - TVR	TVR-01-2012
-------------------	--------------	-------------

- VI. "AUTHORIZED LANGUAGE(S)": Licensee shall have the non-exclusive right to dub and/or subtitle the Program(s) in the Romanian language only (the "Foreign Version(s)") provided that such Foreign Version(s) will be identical in translation to the original soundtracks and will not distort or misrepresent any material contained therein in any way. If required by the Producer or the sales agent of the Program, all translations and voices to be used in any Foreign Version(s) shall be subject to the prior written approval of PROROM or the Producer / the sales agent. Licensee shall obtain all necessary rights and clearances and shall buy out any and all obligations in all media in perpetuity with respect to any person or entity which has any rights or renders any services in connection with the creation and use of any Foreign Version(s). As between PROROM and Licensee, PROROM shall own all rights, title and interest (including but not limited to the copyright and neighboring rights), in perpetuity, throughout the world, in any and all media now known or hereafter devised, in and to the Foreign Version(s), the foreign language soundtracks, the subtitles and any and all recordings of such materials. Licensee shall furnish PROROM at no charge (other than the actual cost of reproduction and shipment) with a DigiBetacam of the Program(s) containing the Foreign Version(s) promptly after their manufacture.
- VII. "TELECAST RIGHTS": "Telecast" means one (1) television transmission to the public capable of reception in all or any part of the Territory by a television station located within the Territory, provided that such television transmission may be made via standard, unencrypted terrestrial free over-the-air analog or digital VHF or UHF Hertzian wave transmission or by encrypted satellite transmission.
- VIII. "RESERVED RIGHTS": PROROM specifically reserves all rights not expressly granted to Licensee as part of the Telecast Rights pursuant to this Deal Memorandum or the Schedules. In no event shall "Telecast" include pay television, pay-per-view, video-on-demand, home video or any computer on-line service, the Internet or any similar delivery system or any interactive or multi media service or the right to collect any payments (including but not limited to any and all AGICOA royalties) generated by any secondary retransmission of a television signal containing a Program.



01. October, 2012	Prorom - TVR	TVR-01-2012
-------------------	--------------	-------------

B. GENERAL TERMS AND CONDITIONS

1. USE OF PROGRAM(S). (a) Licensee shall not make, authorize or permit any use of any Program and/or any "recording" (as hereinafter defined) thereof other than the Telecast use specified in Section A.VII., including, without in any way being limited to, copying, duplicating or sublicensing any Program, or any portion thereof, or authorizing or permitting the exhibition in whole or in part, whether by way of Telecasting or otherwise, of such Program, in any theater, auditorium or other place to which an admission fee is charged nor shall Licensee without PROROM's prior written approval use or Telecast or authorize the use or Telecast of excerpts of any Program for any purpose. In addition, Licensee shall not commit any act which may impair the copyright in any Program or PROROM's title to any recording thereof. As used herein, the term "recording" means any recording of a Program whether made on videotape (both reel to reel and cassette form), film or disk or in any other manner.

(b) Licensee shall not telecast any Program until it has obtained any and all licenses or other permissions which may be required by any governmental body having jurisdiction in the Territory.

(c) Licensee shall not Telecast any Program in violation of any restrictions set forth in paragraph XI hereof and/or any other third party restrictions of which Licensee is advised by PROROM.

(d) Licensee shall have the exclusive Telecast rights to the Program(s) in the Authorized Language throughout the Territory during the License Period, provided that PROROM reserves the right to exhibit and/or license to any third party for exhibition excerpts of any Program (not exceeding fifteen (15) minutes in length) in the Authorized Language in the Territory during the License Period.

(e) Licensee will ensure that any Telecast of the Program(s) via satellite transmission is encrypted to prevent reception of such Telecast outside the Territory.

2. PAYMENT / INTEREST CHARGES FOR LATE PAYMENT. For all rights granted herein Licensee shall pay to PROROM (in the currency set forth in the Schedule) the License Fee specified in the Schedule on the dates / events set forth therein. Until further notice from PROROM, Licensee shall make all such payments to HypoVereinsbank Munich; Bank Code: 700 202 70; Account No.: 496 38884; IBAN: DE29 7002 0270 0049 6388 84; Swift (BIC): HYVEDEMMXXX. Timely payment of all amounts due PROROM is of the essence of this Deal Memorandum. Licensee's failure to make any payment when due shall constitute a material breach of this Deal Memorandum. Licensee's failure to Telecast any Program shall not reduce the License Fee. Without limiting PROROM's remedies set forth in Paragraph 4(a), Licensee shall pay PROROM interest compounded daily on any and all late payments calculated at the at the lesser of three base points over the prime rate of the European Central Bank ("EURIBOR+3"). Such interest shall begin on the day such payment becomes due and shall continue through and including the date PROROM actually receives full payment including the applicable interest thereon.

3. DELIVERY AND RETURN OF MATERIAL. (a) With respect to each Program (as specified in the Schedule);

(i) PROROM will deliver to Licensee at the address specified on page 1 hereof or such other address as PROROM and Licensee may agree upon, transportation and insurance charges collect: one (1) recording of the Program(s) in the form prescribed in the Schedule. Delivery of each recording by PROROM to Licensee, Licensee's agent or a common carrier shall be deemed to be delivery by PROROM to Licensee hereunder. If delivery is made to a common carrier, delivery shall be made in time normally sufficient for such recording to reach its destination prior

01. October, 2012	Prorom - TVR	TVR-01-2012
-------------------	--------------	-------------

to the date of a scheduled Telecast thereof, provided Licensee has given PROROM sufficient advance written notice of such scheduled date. If any recording has not reached its destination at least two (2) days prior to such scheduled Telecast, Licensee shall immediately notify PROROM by facsimile. If Licensee so notifies PROROM and PROROM shall not readily deliver to Licensee, prepaid, a replacement program, or a substitute program acceptable to Licensee in time for the scheduled Telecast, such Telecast shall be deemed an "Eliminated Telecast." If a recording must be converted to a form other than the form it was delivered to Licensee in order to make it compatible with the transmission method utilized in the Territory, such conversion shall be arranged and paid for by Licensee at its sole cost and expense.

(ii) Licensee will examine each recording immediately upon receipt thereof and will immediately (15 days) notify PROROM by facsimile or email if such recording is technically defective for Telecasting by customary industry standards, or is otherwise not in accordance with the provisions of this Deal Memorandum. If Licensee so notifies PROROM and PROROM shall not deliver to Licensee, prepaid, a replacement recording of the same program or a substitute program acceptable to Licensee in time for the scheduled Telecast, such Telecast shall be deemed an "Eliminated Telecast." Licensee's failure to give PROROM such notice with respect to each recording within ten (10) days after Licensee's receipt thereof or Licensee's initial Telecast of the Program, whichever occurs first, shall be deemed Licensee's irrevocable acknowledgment that such recording is satisfactory in all respects.

(iii) Immediately following the last authorized Telecast of any Program hereunder, Licensee shall erase or destroy any and all recordings of such Program and shall thereafter furnish certified evidence of such erasure or destruction satisfactory to PROROM. At PROROM's option, however, Licensee shall return all recordings prepaid, insured and free domicile, to the address specified below (or such other address as PROROM may specify to Licensee), in substantially the same condition as received by Licensee (normal wear and tear excepted) within fourteen (14) days after the expiration of the License Period or after the last licensed Telecast of the Program or immediately upon the termination of this Deal Memorandum with respect to the applicable Program(s) or its suspension pursuant to Paragraph 4(a), whichever of the foregoing occurs first.

(iv) HD Cam Material will be subject to a material fee according to the producer's material price list.

Licensee shall return all recordings to:

TBA

(b) PROROM shall have the right to suspend delivery of material for any Program until Licensee has fully paid all monies which are due for other Program(s).

(c) PROROM shall endeavor to deliver to Licensee music cue sheets for each Program. Licensee will report to the applicable music rights society in the Territory on behalf of PROROM, all titles and publishers of all music compositions contained in each such Program prior to the Telecast of such Program.

4. TERMINATION. (a) If Licensee fails or refuses to perform any of Licensee's obligations hereunder (including, without limitation, any failure on the part of Licensee to make timely payment of any monies due PROROM hereunder or under the Schedule(s) of this or any other Agreement), or if Licensee fails to operate its business in the usual course or fails to pay its debts as they become due, or if at any time a voluntary petition in bankruptcy shall be filed by Licensee, or if at any

01. October, 2012	Prorom - TVR	TVR-01-2012
-------------------	--------------	-------------

time an involuntary petition in bankruptcy shall be filed against Licensee, or if Licensee shall take advantage of any insolvency law, or if a receiver or trustee of any of Licensee's property shall be appointed at any time and such appointment shall not be vacated within thirty (30) days thereafter (which events are herein individually called a "termination event" and collectively called "termination events"), then, at the option of PROROM, exercisable upon notice given to Licensee (and without waiving any other right PROROM may have under this Deal Memorandum or under German law) all monies then due, or to become due (including interest as set forth in paragraph 2), to PROROM hereunder shall become immediately due and payable. During the continuance of any such termination event, PROROM may, at its option, suspend delivery of any or all Program(s), and, whether or not PROROM shall have exercised such suspension right, terminate the license granted to Licensee with respect to the Program(s) to which the termination event applies or terminate this Deal Memorandum effective upon notice to Licensee; provided, however, that if all installments of the monies due hereunder are paid immediately after the exercise of the suspension right, then PROROM shall not thereafter terminate this Deal Memorandum (unless the termination event involved a breach other than non-payment) and such suspension shall end upon receipt of such payment. Regardless of the occurrence of any termination event, or failure by Licensee to make timely payment to PROROM hereunder, PROROM may, if it so elects, nevertheless deliver any Program to Licensee without waiving any of the rights granted to PROROM in this subparagraph (a). Licensee hereby agrees that effective upon termination, all rights granted to Licensee hereunder with respect to the Program(s) to which the termination applies shall fully and automatically revert back to PROROM. No termination or suspension of this Deal Memorandum as provided in this subparagraph (a) shall affect PROROM's right to payment of all monies due hereunder or pursuant to the Schedule(s).

(b) If the rights acquired by PROROM for a Program are canceled or voided for any reason, this Deal Memorandum shall automatically terminate with respect to such Program effective simultaneously therewith and the remaining number of Telecasts for such Program shall be deemed to be "Eliminated Telecasts".

5. **WITHDRAWAL.** In the event that PROROM in its sole discretion shall deem it necessary or advisable to withdraw any Program from license due to any question concerning any rights therein or any claim with respect thereto, PROROM shall notify Licensee thereof and Licensee's license shall be deemed revoked thereby with respect to such Program. In such event:

(i) if a Program has been delivered to Licensee, Licensee will return it to PROROM within the loan period of 30 days and erase or destroy any and all other recordings of such Program; Licensee shall thereupon furnish certified evidence of such erasure or destruction satisfactory to PROROM; or

(ii) if such Program has not yet been delivered to Licensee, PROROM shall no longer be obligated to deliver such Program or any substitute therefore to Licensee and the remaining number of Telecasts of such Program specified in the Schedule shall be deemed "Eliminated Telecasts," unless a substitute program reasonably acceptable to Licensee is furnished to Licensee hereunder.

No withdrawal shall constitute a breach by PROROM of this Deal Memorandum.

6. **LOSS OR DAMAGE.** Licensee shall immediately report to PROROM any loss, theft, destruction or damage to any recording or part thereof, and Licensee shall pay PROROM a sum equal to the cost of making a new recording thereof. Licensee shall not acquire any rights with respect to any Program or recording thereof by virtue of any payment made pursuant to this paragraph 6.

01. October, 2012

Prorom - TVR

TVR-01-2012

7. EDITING. Licensee shall not cut, modify, alter or edit any Program without the written permission of PROROM. This restriction shall not apply: (i) with respect to necessary repairs on any recording delivered by PROROM hereunder; or (ii) to the insertion of commercial material in the Program; provided, however, that if commercial material is inserted in any recording delivered by PROROM hereunder, Licensee shall, prior to return, restore the recording to the condition in which it was delivered. In any event, Licensee shall not delete from any Program any copyright notice, trademark notice or service mark notice, or the talent, writing, producing or directing credits. Any failure to Telecast credits due to unexpected lack of time, failure of technical or mechanical facilities or other cause of a similar nature beyond Licensee's control, shall not constitute a breach of this Deal Memorandum.

8. INDEMNITY. (a) PROROM will indemnify and hold Licensee harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees, arising from the Telecast (as authorized in this Deal Memorandum) of any material contained in any Program which is furnished by PROROM other than with respect to any music contained in the Program(s) specified in paragraph 13 hereof; provided, however, that Licensee shall promptly notify PROROM of any claim or litigation to which the indemnity set forth in this subparagraph (a) applies, and that at PROROM's option, PROROM may assume the defense of any such claim or litigation. If PROROM assumes the defense of any such claim or litigation, PROROM's obligations with respect thereto shall be limited to the payment of any judgment, or settlement approved by PROROM in connection therewith.

(b) Licensee will indemnify and hold PROROM harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees, arising from or out of any breach by Licensee of any obligation of Licensee herein or arising from or out of the Telecast of any material, other than material contained in any Program. PROROM shall promptly notify Licensee of any claim or litigation to which the indemnity set forth in this subparagraph (b) applies.

9. NO WARRANTIES. It is understood that PROROM does not make any warranty or representation or undertake any obligations with respect to the procurement of any license to Telecast any Program, or compliance with any censorship requirement, which may be required or imposed by any governmental body. PROROM also makes no warranty or representation or undertake any obligations with respect to any individual(s), elements or dates including, without limitation, cast members or crew members (including the director) or the title of any Program, or a theatrical release, box office result or delivery date with respect to any Program.

10. TAXES. Licensee will pay any and all taxes or charges imposed by any law, ordinance or requirement of any governmental body, agency or subdivision thereof in connection with or by reason of the licensing, delivery, Telecasting, possession or use of any Program or any recording, or the leasing or licensing of any personal property, and the remittance of the license fees as herein provided. Licensee shall be responsible for paying remittance, withholding tax at the applicable legal rate on the License Fee(s) to the local tax authority entitled to receive such tax and shall hold PROROM harmless from same. Licensee shall not deduct any amounts from the License Fee due PROROM including, but not limited to, bank charges, conversion costs, sales use or VAT taxes, "contingents", quotas or any other taxes, levies, or charges unless separately agreed to in writing, in advance by PROROM.

11. NONPERFORMANCE. If PROROM fails to deliver any Program in accordance with PROROM's obligations hereunder because of "force majeure" (i.e., act of God; inevitable accident; fire; lockout, strike or labor dispute; riot or civil commotion; order or act of government or governmental authority; failure of technical facilities; transportation failure or delay; or other cause of a similar or different nature beyond PROROM's control) or because the Program is not produced for any reason, then PROROM shall not be deemed to be in breach or violation of this Deal Memorandum; provided

01. October, 2012	Prorom - TVR	TVR-01-2012
-------------------	--------------	-------------

however, that as a result of any of the foregoing causes Licensee is unable to Telecast such Program at least one (1) time during the Term, then all Telecasts of such Program authorized hereunder shall be deemed "Eliminated Telecasts."

12. **ASSIGNMENT.** Licensee shall not assign by operation of law or otherwise this Deal Memorandum in whole or in part to any third party without the prior written consent of PROROM and any such purported assignment without PROROM's prior written consent shall be deemed null and void. PROROM may assign its rights hereunder in whole or in part to any person, firm or corporation, provided, however, that no such assignment shall relieve PROROM of any of its obligations hereunder.

13. **MUSIC.** Licensee shall, at its sole cost and expense, secure all performing, reproduction, and/or recording rights licenses necessary for the Telecasting of each musical composition and sound recording contained in any Program (which rights shall not be deemed to be included in PROROM's indemnification undertaking pursuant to subparagraph 8.(a)).

14. **ELIMINATED TELECASTS.** Licensee and PROROM shall negotiate in good faith an equitable reduction in the License Fee for each Telecast deemed an "Eliminated Telecast" pursuant to paragraph 3, 4(b), 5 or 11 hereof.

15. **OWNERSHIP:** All rights and title in and to each Program including, but not limited to, any recording thereof and all Foreign Version(s) and the title or titles, names, stories, plots, incidents, ideas, formulas, formats, general content of such Program and other literary, musical, artistic or creative material included therein (other than material in the public domain) shall, as between PROROM and Licensee, remain vested in PROROM.

16. **ACCESS TO RECORDINGS AND OTHER MATERIAL.** Licensee shall give PROROM (and any third party named by PROROM) at all times access, free of charge, to all dubbed soundtracks, subtitled or subtitling material and voice-over versions and all other recordings and material created by Licensee or a third party. Upon PROROM's request Licensee shall promptly deliver any of the foregoing material to PROROM and its designees for their own unrestricted use.

17. **NUMBER OF AUTHORIZED TELECASTS / REPEATS:** Each right of Telecast authorized pursuant to the Schedule shall entitle Licensee to make one (1) Telecast of the applicable Program in the Territory. Any repeat broadcast (quick repeat or other) of a Program, if and to the extent specifically authorized in the Schedule, must strictly occur within the time period prescribed in the Schedule for such repeat broadcast; otherwise it will automatically constitute a new Telecast and the remaining number of licensed Telecasts pursuant to the Schedule will be reduced accordingly. Licensee shall send to PROROM on the 15th day of each calendar from the first Telecast a report in the form of Appendix "A" showing the date, time and number of Telecasts and all repeats and available rating figures with respect to each Program.

18. **ADVERTISING/PROMOTIONAL RIGHTS:**

(a) During the License Period for a Program but only prior to the date of each Telecast, Licensee shall have the right to advertise, promote and publicize Licensee's Telecast of each Program on television and in any print media, including by using short excerpts (up to a maximum of two (2) minutes in length) taken from that same Program (not excerpts taken from any other Program), and those promotional trailers furnished to Licensee by PROROM or approved in writing in advance by PROROM for a Program licensed hereunder.

01. October, 2012	Prorom - TVR	TVR-01-2012
-------------------	--------------	-------------

(b) During the License Period for a Program but only prior to the date of each Telecast, Licensee may also promote any individual Program on the Internet using short excerpts (up to a maximum of two (2) minutes in length) provided that Licensee first submits to PROROM for review and written prior approval the final concept with illustrated layouts and other samples of the actual promotion, advertisement or publicity which Licensee intends to display on the Internet with respect to the Program licensed hereunder. Licensee hereby agrees and acknowledges that PROROM shall have final decision and sole discretion in determining whether to approve such use on the Internet. Licensee hereby warrants that it shall not use any music on the Internet from the Program(s) licensed hereunder. Licensee further warrants that it shall not place any banners, links, rich media ads or other types of commercial advertisement on the Internet web pages exhibiting any materials taken from a Program licensed hereunder or any of the advertising, promoting or publicizing of such Program licensed hereunder. In no event shall Licensee receive any payment, revenue, value or other consideration from the use of any such materials taken from any Program licensed hereunder or its related advertising, promotion or publicity as used in any and all media (including the Internet).

(c) Licensee shall at all times abide by any and all instructions and restrictions received from PROROM with respect to the advertising or promotion of any Program.

(d) Names, biographies, and any likeness of any person appearing in or connected with the production of any Program shall not be used without the prior written approval of PROROM. At no time shall any use be made of the Program title or excerpts or other materials relating to the Program or the names or likeness of any person appearing in or connected with the production of any Program which may be interpreted as an implied or direct endorsement of any product or service.

(e) Licensee has to the obligation to display visibly and prominently PROROM's trademark and logo which shall never be smaller or less visible than any other trademark or logo appearing at the beginning or end of the Program(s) or in any marketing material related to the Program(s).

19. CLOSING PROVISIONS. (a) A waiver by either party of any of the terms or conditions of this Deal Memorandum in any instance shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and Deal Memorandums contained in this Deal Memorandum shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or Deal Memorandum of either party.

(b) Except as otherwise specifically provided herein, all notices hereunder shall be in writing and shall be given by personal delivery, mail or telefax (if to PROROM at 0049-89-550170) at the respective addresses hereinabove set forth, or such other address or addresses as may be designated in writing by either party. Such notices shall be deemed given when mailed or delivered, except that notice of change of address shall be effective only from the date of its receipt.

(c) This Deal Memorandum shall be construed in accordance with German law and the competent court of Munich shall have exclusive jurisdiction over any dispute arising out of or in connection with this Deal Memorandum. Notwithstanding the foregoing, Licensor is also free to bring legal action against the Licensee at the main place of business of Licensee (Bucharest, Romania) in which event this Deal Memorandum shall be construed in accordance with Romanian law and the parties submit themselves to the jurisdiction of the competent court of Bucharest.

01. October, 2012

Prorom - TVR

TVR-01-2012

(d) This Deal Memorandum is not intended by the parties to create a joint venture, partnership or agency Deal Memorandum or any form of "Output Deal Memorandum", as such term is commonly understood in the Television industry. Nothing contained herein shall be construed to create an obligation of PROROM to license any particular Program(s) to Licensee.

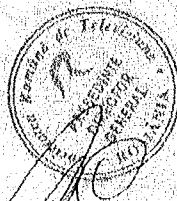
(e) This Deal Memorandum constitutes the entire Deal Memorandum between Licensee and PROROM with respect to the subject matter herein contained, and this Deal Memorandum cannot be changed or terminated orally.

(f) Should any provision of this Deal Memorandum be or become invalid or contain any omission, this shall not affect the validity of the remaining provisions. Such invalid or missing provision shall be replaced by a valid provision which most closely reflects the Parties' intent or - based on the meaning of the Deal Memorandum - what the Parties would have intended, had they considered such invalid or missing provision at the outset.

(g) This Deal Memorandum may be executed in one or more counterparts, each of which when taken together shall constitute the entire Deal Memorandum, and each of which will constitute an original copy of this Deal Memorandum.

This Deal Memorandum shall take effect on 1st October 2012.

SOCIETATEA ROMANA DE
TELEVIZIUNE / SRTV



PROROM Media-Trade GmbH

By: CAUREL SFFRILL
Its: President Director General

By: Johannes Dotz
Its: JOHANNES DOTZ
Head of Sales and Acquisitions

Date/Place: Bucharest, 1.10.2012

Date/Place: Bucharest, 1.10.2012

JASICA CRISTINA
HR Department Manager