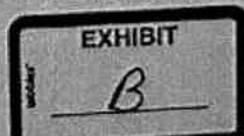


LEASE AGREEMENT

This lease agreement ("Lease") is made this 28th day of June, 2005, between Andrew F. Lippi at 32 Driftwood Drive Key West, Florida 33040 hereinafter referred to as the "Owner" and R.W. Productions, Inc. (a California corporation), hereinafter referred to as the "Tenant", under which Owner and Tenant agree as follows:

1. **PROPERTY:** Owner leases to Tenant and Tenant takes and leases from Owner the entire building and adjacent properties as follows, 30 (Tennis Court), 32 (Main House), 34 (Raquet Ball House), 36 (empty lot) and 38 (empty lot) Driftwood Drive, Key West, Florida 33040 hereinafter, both the interior and exterior of such buildings and properties defined as the "Premises").
2. **TERM:** The term of this Lease shall be for a period commencing June 28, 2005 ("Commencement Date") and terminating on December 30, 2005 ("Initial Term") unless earlier terminated or extended as hereinafter provided. Upon commencement of the Lease, Tenant has the right to get the keys, take possession and enter Premises to do any and all needed work as set forth in Paragraph 10 herein. Delivery of possession of the Premises free from all tenants and occupants by Owner to Tenant is a material term of this agreement and a condition precedent to this lease taking effect. If Owner fails to deliver such possession on the Commencement Date or after such notice period, at the sole and exclusive option of the Tenant, and upon notice to Owner, Tenant may (i) delay the Commencement Date and Tenant's obligation to pay rent hereunder until possession is surrendered, or (ii) terminate this Lease, upon which termination all sums paid hereunder are to be returned to Tenant and this Lease shall be deemed canceled and of no force and effect. Owner will cooperate with Tenant for the transfer of accounts of all utilities employed on the Premises (gas, water, electric, cable). Owner shall contact all utility companies that there will be a change in billing information as of the Commencement Date. Tenant will be responsible for the payment for all such utilities only during the lease term.
3. **OPTION TO EXTEND:** Tenant shall have the option to extend the Initial Term of the lease on a week-to-week basis for up to an additional four (4) weeks ("Extension Period(s)"). Tenant shall notify Owner no later than December 1, 2005 that Tenant wishes to extend the term of the lease beyond the Initial Term and the length of such extension. Any extension of the Lease shall create a week-to-week tenancy. Upon receipt of the option notice, the term of the Lease shall be extended as provided above. All other terms and conditions set forth herein shall remain in full force and effect during any extension.
4. **RENT:** Tenant agrees to pay Owner monthly rent in the amount of Twenty Five Thousand Dollars (\$25,000.00) per month. The first and second month's rent shall be paid upon the execution of this Agreement to the order of Owner. The third and fourth month's rent shall be paid on August 15, 2005. The fifth and sixth month's rent shall be paid on October 15, 2005. The rent for any extended period shall be at the same rate, but pro-rated for the time of the extension of the lease term. If this Lease is terminated for any reason prior to the termination date, rent for the current month at such time of termination shall be pro-rated.

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5. **USE AND LICENSE:** Owner acknowledges, agrees and consents to the use of the leased Premises by the Tenant as a residence for cast and crew of "The Real World" series during the term of this Lease, and for the location of and site of the filming of a television series entitled "The Real World", "The Real World 17", or "The Real World Key West. Owner agrees that Tenant and its affiliated entities, successors, assigns and/or licensees may produce, distribute, exhibit, exploit or otherwise use the material filmed at the Premises (which includes but is not limited to a depiction of the Premises) in television and/or film productions, sound recordings, and any other publications and other materials of any length or format in any and all means and media, whether now known or hereafter devised in perpetuity. This shall also include the use of the depictions of the Premises in any advertising or other collateral use by Producer MTV Networks ("MTVN") and their respective successors, assigns and/or licensees in connection with "The Real World", "The Real World 17", "The Real World Key West" and any specials and/or retrospective programs which make use of the said filmed material. This paragraph shall constitute a material term of this Lease, provided, however, that the absence of such reference in any other provision herein shall not be construed to imply that any other paragraph of this Lease is not equally material. Such use by Tenant will include the residential habitation of a portion of the Premises by unrelated individuals.

6. **OCCUPANTS:** The Premises shall be limited for the use of the crew and cast and their occasional guests and invitees of "The Real World", "The Real World 17", "The Real World Key West". Owner shall have no right to be on the Premises during the term of this Lease except in accordance with the provisions of Paragraph 8 below.

7. **ASSIGNMENTS:** Owner shall not assign any of its rights, interests, or obligations in this agreement without the prior written consent of Tenant, which consent may be withheld at Tenant's sole discretion.

8. **ENTRY:** Upon not less than forty-eight (48) hours notice, Tenant shall make the Premises available during normal hours to Owner, Owner's authorized agent or representative, for the sole purpose of entering to make necessary or mutually agreed repairs, or supply necessary or mutually agreed services, or contractors in an emergency. Should Owner enter the Premises, it will coordinate its access with Tenant and shall not interfere with Tenant's quiet use, enjoyment and possession of the Premises. Owner acknowledges that Tenant will be filming within the Premises on a continuous basis; and, Owner agrees that Owner, or any persons gaining access to the Premises through Owner for the foregoing reason(s), shall execute whatever release Tenant customarily secures from persons with regard to the use of their images in connection with the "Use" set forth above in Paragraph 5.

9. **CONDITION OF PREMISES:**

- a. If it is determined at any time during the term of the Lease that the use described herein is not in accordance with applicable governmental regulations, laws or rules including without limitation local land use rules such as zoning, Tenant shall have the right to terminate this Lease and vacate the Premises, upon which termination (a) this Lease shall be

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of no further force and effect, and (b) any prepaid rent shall be refunded to Tenant on the basis of a pro-ratio of the unused portion of such prepayment based on a thirty (30) day month;

- b. Owner warrants and represents that all of the currently existing plumbing, air conditioning, electrical and mechanical systems and appliances at the Premises are and will be in working order at the Commencement Date. Under no circumstances whatsoever shall Tenant be responsible for any pre-existing defect and/or problem with said appliances and/or systems.
- c. Tenant shall notify Owner of any damage to the Premises that Tenant believes is the responsibility of Owner to repair.

10. **MODIFICATIONS:** Owner acknowledges, agrees and consents that Tenant shall have the right to make certain modifications to the Premises in relation to its production requirements including, but not limited to installing audio equipment, surveillance cameras, studio lighting and any other equipment ("Equipment") to the interior and exterior of Premises as it deems necessary for production purposes, including without limitation, the building of walls, bedrooms, bathrooms, installation of kitchen appliances, plumbing, Jacuzzi, etc. at the Premises and any other rooms suitable for production ("Work"). Owner hereby agrees that the Work shall not impact the structural integrity of the Premises nor any of its overall systems, including electrical, water, sewer, HVAC or fire protection. At the end of the term hereof, Tenant shall remove all the aforesaid Equipment from the Premises and shall remove all of the Work, unless otherwise agreed to by the Parties.

11. **SURRENDER OF PREMISES:** Tenant shall deliver and surrender to Owner possession of Premises immediately upon the expiration or prior termination of this Lease. Owner and Tenant agree to a video documentation of the Premises within five (5) days of the execution of the Lease, and this video will be used to determine condition of Premises at the time of Tenant's occupancy. Tenant shall deliver a copy of the videotape to Owner without charge. Tenant shall remove all or such portion of the Tenant's improvements and Work that Owner shall direct in writing prior to the expiration of the Lease term. The Premises shall be left vacant, and in the same condition and state of repair as at the commencement of the Lease, reasonable wear and tear excepted, or in such other condition as the parties may agree, in writing.

12. **REPAIRS AND MAINTENANCE:** Owner shall make all necessary structural repairs and initial repairs, if any, to the systems and appliances to the Premises, whether interior or exterior, and shall repair the exterior of the Premises including, but not limited to, the roof, walls, pilings, as well as any repairs not necessitated by the negligence or fault of Tenant or its invitees. Notwithstanding the above, Owner shall not be responsible for the repair of any modifications made to the Premises by Tenant in connection with its Work.

13. **INSURANCE/INDEMNIFICATION:** Owner shall keep the Premises insured fully against damage and destruction by fire, earthquake, vandalism, and other perils. Tenant shall keep its personal property, Equipment and trade fixtures in the Premises insured in an amount to cover one hundred (100) percent of the replacement cost of such personal property, Equipment and trade fixtures. Tenant shall also keep any non-movable property and fixtures installed by Tenant in the Premises insured to the same degree as Tenant's personal property. Tenant shall maintain commercial general liability insurance, including public liability and property damage, with a minimum combined single limit of liability of Two Million Dollars (\$2,000,000.00) for personal injury, death, and/or property damage occurring in or about the Premises. Owner shall maintain general liability insurance, including public liability and property damage, with a minimum combined single limit of liability of One Million Three Hundred Thousand Dollars (\$1,300,000.00) for personal injury, death, and/or property damage occurring in or about the Premise. Both parties hereto acknowledge and agree that in the event of a fire (unless directly caused by the negligence of Tenant), other casualty or condemnation that causes 50% or greater of the Premises to be destroyed or otherwise makes the filming and production of "The Real World", "The Real World 17", "The Real World Key West" at the Premises difficult or impossible, either party hereto may terminate this Agreement upon written notice to the other party given within ten (10) days of such fire, casualty or condemnation. Tenant's insurance shall include a provision that the coverage cannot be cancelled without at least thirty (30) days notice to Owner.

Tenant hereby agrees to indemnify, defend, and hold Owner harmless from claims for personal injury, death, and/or property damage occurring in or about the Premises directly caused by the negligence or willful misconduct of Tenant, its agents, employees, or invitees.

Owner hereby agrees indemnify, defend, and hold Tenant harmless from claims for personal injury, death, and/or property damage occurring in or about the Premises caused by the negligence or willful misconduct of Owner, its agents, employees, or invitees.

14. **REMEDIES:** Owner recognizes and confirms that in the event of a failure or omission by Tenant constituting a breach of its obligations under this Lease, whether or not material, the damage, if any, caused to Owner is not and shall not be irreparable or sufficient to entitle Owner to injunctive or other equitable relief. Consequently, Owner's rights and remedies shall be limited to the right, if any, to obtain damages at law and Owner agrees that it shall not have any right in such event to enjoin the production, evict Tenant from the Premises, terminate or rescind this Lease or any of the rights granted to Tenant hereunder or to enjoin or restrain the development, production, advertising, promotion, distribution, exhibition or exploitation of the Program and/or any of Tenant's rights under this Agreement. Notwithstanding the foregoing, however, in the event Tenant fails to pay the Rent and Tenant further fails to pay the Rent after receiving written notification from the Owner of such failure to pay, Owner shall have the right to evict Tenant from the Premises.

15. **UTILITIES:** Tenant will pay all utilities during the term of this Lease, whether separately metered or pro-rated by Owner.

16. **DISPUTES:** In the case of any dispute arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. This Lease has been entered into in the State of California. The validity, interpretation and legal effect of this Lease shall be governed by the laws of the State of California with respect to the determination of any claim, dispute or disagreement, which may arise out of the interpretation, performance or breach of this Lease, and venue for the resolution of any such claim, dispute, or disagreement shall be the City of Los Angeles, State of California.

17. **FORCE MAJEURE:** In the case that Tenant's use of the Premises is interrupted, cancelled or suspended because the Premises, or any part thereof, is destroyed or damaged by fire, flood, storm, earthquake, or any other cause or in the event that any other casualty or unforeseen circumstance including, but not limited to the cancellation of the production, strikes, labor disputes, war, acts of vandalism, terrorism, zoning ordinances, or any other regulatory or statutory change affecting the Premises, or public disobedience or the actions of civil or military authorities, shall make the fulfillment of this Lease within the Premises, or the filming and production of "The Real World", "The Real World 17", "The Real World Key West" at the Premises difficult or impossible, this Lease may be cancelled or suspended by Tenant upon notice to Owner within fifteen (15) days of such casualty or circumstance. Tenant shall not in any such case be held liable or responsible to Owner for any damage caused by said cancellation or suspension and Tenant shall be relieved from any further liability including, but not limited to the payment of rent by reason of this Lease. In the event that this Lease is suspended due to an event of force majeure and Tenant so desires, Owner shall extend the term of this Lease for a time period equal to the suspended time period due to said force majeure event.

18. **WAIVER:** The waiver of any breach of any provision of this Lease shall not be construed to be a continuing waiver of any subsequent breach of the same on any other provision.

19. **NOTICE:** Initial addresses for Notice shall be served as follows:

Owner: Andrew F. Lippi
111 South 21st Avenue
Los Angeles, CA 90007
Contact: [blurred]

Tenant: R.W. Productions, Inc.
Att: Gil Goldschoin, Esq.
Studio Vice President
Business and Legal Affairs
4817 Hollywood Blvd.
Los Angeles, CA 90027
Telephone: (310) 461-1227

Owner and Tenant agree to notify each other within five (5) days if they change their address for purposes of notice. Notices shall be in writing and delivered or mailed to the

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parties at the addresses set forth above. Notices shall be sent by reputable air courier, with one (1) day service and by regular first class mail. Notices shall be deemed made when received. Tenant may designate any other person to be responsible for communicating with Owner on notice to Owner as provided herein.

20. **ENTIRE CONTRACT:** All prior agreements between the parties are incorporated in this agreement which constitutes the entire agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms and are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that no prior extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement.

21. **ACKNOWLEDGMENT:** The undersigned have read the foregoing prior to execution and acknowledge receipt of a copy.

22. **REPRESENTATION:** Owner agrees Tenant may peaceably and quietly have, hold and enjoy the leased Premises for the term of this Lease. Owners further represents and warrants that they are the owners of Premises, have the capacity to enter into this Lease agreement, and have not entered into any other agreements that conflict with or restrict the provisions of this agreement.

23. **POST-TERM AGREEMENTS:** Owner agrees that Owner and its principals, officers, employees and agents shall not at any time during the term of this lease, and after the term of this lease, exploit the Premises, by any means whatsoever, including, but not limited to, giving tours of the Premises and/or grounds as "The Real World", "The Real World 17", "The Real World Key West" or the house used in connection with "The Real World", "The Real World 17", "The Real World Key West" or any of its cast or crew, nor shall the Owner use "The Real World", "The Real World 17", "The Real World Key West" in any manner. Owner shall not retain any articles of property owned by "The Real World", "The Real World 17", "The Real World Key West" and/or any members of its cast or crew unless Tenant fails to remove such property from the Premises upon expiration of the Lease. Owner shall use its best efforts to promptly forward all mail addressed to "The Real World", "The Real World 17", "The Real World Key West" and/or any members of its cast or crew to "The Real World", "The Real World 17", "The Real World Key West" c/o R.W. Productions, Inc. at the same address herein provided or any new address Tenant advises Owner of. This clause constitutes a material condition of this Lease for which the violation of Owner agrees will be liable to Tenant for damages.

24. **PARKING:** The Owner shall reserve all the parking stalls available at the Premises for Tenant's exclusive use at no additional charge to Tenant.

25. **CONFIDENTIALITY:** Owner agrees that during the term of this lease and any extensions thereof that Owner, including but not limited to its employees, agents, principals and officers shall not in any way disclose or make known to any outside party

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(except as required by law) that R.W. Productions, Inc. has leased the premises, that the cast and crew of "The Real World", "The Real World 16", "The Real World Austin" will be, or are occupying the Premises and filming therein or that any entertainment production is or will be made at the Premises or the terms and conditions of this agreement. Owner agrees that Owner agrees not to make any statement to any media services, including but not limited to radio, television and newspaper with respect to the subject matter of this lease, the use of the premises by Tenant and "The Real World", "The Real World 16", "The Real World Austin" cast and crew and/or any other matter or thing relating to the production and location contemplated by Tenant and "The Real World", "The Real World 16", "The Real World Austin" hereunder. Owner acknowledges that this clause constitutes a material condition of this lease for which the violation of Owner agrees to be liable to Tenant for damages.

26. **BROKERAGE:** The parties agree and acknowledge that Century 21/Keysearch Realty is the primary real estate broker responsible for arranging this Lease, and Owner shall be solely responsible for the payment and disbursing of brokerage fees to any additional participating brokers as necessary. Tenant shall not be responsible for any such disbursements to participating brokers and Owner shall indemnify, defend and hold Tenant harmless from any and all claims arising out of Owner's failure to pay said brokerage fee(s).

27. **TRADEMARK:** Owner shall not at any time use any of Tenant's or MTVN's names, logos, trade names or trademarks (including, but not limited to MTV: Music Television, M2, VH1, Nickelodeon, Nick-at-Night, Comedy Central, Bunim-Murray Productions, ("Real World" "Real World 17", "Real World Key West", and the title of the project), or those on any of Tenant's or MTVN's related companies, in connection with any kind of advertising, promotion, publicity, merchandise, tie-in, product or service. In the event of a breach and/or suspension of this Agreement, the terms of this provision shall remain binding upon you.

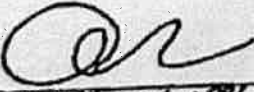
28. MISCELLANEOUS: Tenant hereby agrees to either re-surface the tennis court (30 Driftwood Drive) or pay the actual cost of having the tennis court re-surfaced by the end of the lease term described herein. In addition, Tenant hereby agrees to pay the actual out-of-pocket moving expenses incurred by Owner for removing the currently existing furniture and personal items from the Premises and storing it at a location to be determined by Tenant in its sole discretion. Tenant also agrees to consult with Owner regarding the color of the paint to be used on the external walls of the house. In the event Owner and Tenant agree upon the color of the paint on the external walls, notwithstanding anything to the contrary contained herein, Tenant shall not be responsible for re-painting the exterior walls upon the termination of this Lease. However, if Owner and Tenant cannot agree upon the color of the paint to be used on the external walls, Tenant shall be permitted to use any paint color it so chooses so long as tenant re-paints the external walls to the currently existing color of the external walls.

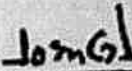
IN WITNESS WHEREOF, Owner and Tenant have executed this lease the date and year first above written.

OWNER:

TENANT:

R.W. Productions, Inc.

By: 
 Name: ANDREW LIPPI
 Date: 06/27/08

By: 
 Name: JOE CRUM
 Date: 06/28/08