

MTV NETWORKS

A VIACOM COMPANY

George A. Cheeks / Business Affairs
Executive Vice President, Co-General Counsel MTVN
General Counsel, Music Group & Entertainment Group
July 13, 2010

Via Email

Michael Kagan
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David Feldman, Esq.
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Beverly Hills, CA 90212

RE: “Jersey Shore” / Michael Sorrentino

Dear David and Michael:

Reference is made to that certain participant agreement dated June 22, 2009 between Michael Sorrentino (“Sorrentino”) and 495 Productions, Inc. (“495”) and that certain amendment to the participant agreement dated as of January 29, 2010 between Sorrentino and 495 (collectively, the “Agreement”).

This letter confirms our conversation today regarding your client’s services in connection with “Jersey Shore”. In the interest of acknowledging Sorrentino’s valuable contributions to “Jersey Shore”, and notwithstanding the fact that the Agreement remains legally binding and enforceable, we are making you a one-time “gift” offer to amend the Agreement as set forth below. As we are scheduled to commence principal photography shortly, we are deadlining your definitive response **by no later than 6pm PST on Thursday July 15th** (“Deadline”). If we do not receive a definite response by the Deadline, then our offer to amend the Agreement will become null and void without further notice, the Agreement shall remain legally binding and enforceable, we will expect your client to honor his contractual obligations, and if necessary, we will enforce our legal rights and remedies as set forth in the Agreement.

For the sake of clarity, we restate this **CONFIDENTIAL, NON-PRECEDENTIAL, NON-CITABLE OFFER** to amend the Agreement as follows:

1. We will agree to recharacterize what was previously referred to as “Cycle 2A” (Miami) and “Cycle 2B” (Seaside Heights) as “Cycle 2” and “Cycle 3”, respectively. The previous 10 episode minimum guarantee will carry forward to the new Seaside Heights cycle and a new optional Cycle 4 (see below).
2. If the combined average Nielsen ratings (for viewers in MTV’s 12-34 target demo) for the premiere exhibition of all of the new episodes contained in the Miami cycle fall into any of the ranges set forth below (as determined after the premiere exhibition of the last episode contained in the Miami cycle) and your client performs all services reasonably required of him in connection with the new Seaside Heights cycle, then your client shall have qualified for the indicated, one-time, non-cumulative “Ratings Bonus” as set forth below across from the applicable rating interval:

[REDACTED]

Ratings for Miami Cycle

Bonus

"Tier 1": Greater than 2.75 and up to 3.00	\$60,000
"Tier 2": Greater than 3.00 and up to 4.00	\$120,000
"Tier 3": Greater than 4.00 and above	\$180,000

3. We will have an option for an additional Cycle 4 (location TBD) at the following per episodic rates:

If Miami Cycle reaches (or is below) Tier 1 only:	\$27,500 per episode
If Miami Cycle reaches Tier 2 only:	\$35,000 per episode
If Miami Cycle reaches Tier 3:	\$45,000 per episode

4. We would agree to increase the merchandising royalty on a prospective basis cycle as follows: 15% of MDR reducible dollar for dollar with other merchandising participants to a floor of 10%. No change to definition of MDR except to lower the distribution fee from 40% to 35%.

We look forward to receiving a final definitive response **by no later than 6pm PST on Thursday July 15th**. This letter should not be construed as a full recitation of our legal rights and remedies, all of which hereby are expressly reserved.

Best Regards,



George Checks

cc: Tony DiSanto, Jackie French, Chris Linn, Andrew Han, Sally Ann Salsano, Jim Bianco, Darin Frank, Esq.