

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

Filing Date: **2024-06-20** | Period of Report: **2024-06-13**  
SEC Accession No. [0001104659-24-073463](#)

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FILER

**Chosen, Inc.**

CIK: **1733443** | IRS No.: **823246222** | State of Incorporation: **DE** | Fiscal Year End: **1231**  
Type: **8-K** | Act: **34** | File No.: **000-56519** | Film No.: **241057360**  
SIC: **7812** Motion picture & video tape production

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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

June 13, 2024  
Date of Report (Date of earliest event reported)

**The Chosen, Inc.**  
(Exact Name of Registrant as Specified in its Charter)

<b>Delaware</b> (State or other jurisdiction of incorporation)	<b>000-56519</b> (Commission File Number)	<b>82-3246222</b> (I.R.S. Employer Identification No.)
<b>4 S 2600 W, Suite 5 Hurricane, Utah</b> (Address of Principal Executive Offices)		<b>84737</b> (Zip Code)

Registrant's telephone number, including area code: **435-767-1338**

N/A  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

Securities registered pursuant to Section 12(b) of the Act:

**Series B Common Stock**  
(Title of Class)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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### Item 1.01 Entry into a Material Definitive Agreement.

As previously disclosed in the Current Report on Form 8-K filed by The Chosen, Inc. (the “Company”) with the Securities and Exchange Commission on May 15, 2024, the Company entered into an Asset Purchase Agreement (the “APA”) with the non-profit entity Come and See Foundation, Inc. (“CAS”) on May 13, 2024. The APA provided for, subject to certain terms and conditions, the entry into (i) a Production Services and Funding Agreement (the “PSFA”) between CAS and The Chosen Texas, LLC (“TCT”) and (ii) an Amended and Restated Distribution License and Marketing Services Agreement (the “DMA”) between CAS and Company. On June 13, 2024, (i) TCT and CAS entered into the PSFA, and (ii) the Company and CAS entered into the DMA.

The DMA provides for, among other things, CAS granting to the Company: (i) an exclusive worldwide license to exploit the commercial exploitation rights in all media and languages (excluding the CAS Reserved Rights set forth below), ancillary rights, licensed trademark rights and marketing servicing rights (collectively, the “Distribution Rights”) with respect to the intellectual property assets comprising The Chosen (“The Chosen”), including the first four existing seasons in distribution and all unproduced seasons of episodes, plus derivatives (collectively with The Chosen, the “The Chosen Programs”), for a period of ten (10) years (subject to: (a) a 5-year extension if certain other potential projects are produced under the PSFA and (b) automatic annual extensions if certain conditions are satisfied) and (ii) subject to the satisfaction of certain conditions, the right (the “TM Royalty Rights”) to use “*The Chosen*” brand in connection with the Company’s and/or its affiliates’ production of other biblical universe projects (each, a “Chosen-Branded Production”). CAS shall retain the following rights with respect to The Chosen Programs (collectively, the “CAS Reserved Rights”): (a) exclusive rights to distribute The Chosen Programs (in all languages) to non-profit entities and institutions (e.g., non-profit public and private educational institutions, ministries, churches, religious organizations and NGOs, government-religion organizations and public/private partnerships, educational institutions and schools affiliated with religious or ministerial organizations); (b) exclusive rights to solicit charitable donations in connection with such non-profit sector distribution of, and in support of the further distribution of, The Chosen Programs; (c) certain exclusive and non-exclusive rights to stream The Chosen Programs on CAS’ non-profit video-on-demand (VOD) app and other related non-profit VOD media; (d) certain approval and other administrative rights respecting the production and distribution of The Chosen Programs, in each case, as more specifically set forth in the DMA and (e) other rights related to the foregoing. The Company shall be required to pay CAS: certain percentages of (i) the gross receipts from Company’s exploitation of the Distribution Rights after recoupment of certain marketing expenses; (ii) the gross receipts from Company’s exploitation of certain ancillary rights; and (iii) the gross receipts from Company’s exploitation of the TM Royalty Rights for each Chosen-Branded Production. All other gross receipts with respect to the Distribution Rights, ancillary rights and TM Royalty Rights are retained by Company.

A copy of the DMA is filed with this Current Report on Form 8-K as Exhibit 10.1 and is incorporated herein by reference, and the description of the DMA in this Current Report is qualified in its entirety by reference thereto.

The PSFA provides for, among other things, (i) CAS engaging TCT to render all development and production services in order to fully deliver the future episodes of The Chosen (through Season 7), plus potential additional programming related to The Chosen; (ii) CAS providing the production costs of the future episodes of The Chosen (through Season 7), plus potential additional programming related to the Chosen; (iii) CAS owning all rights in and to The Chosen on a work-made-for-hire basis; (iv) CAS paying to TCT a market-rate production services fee based upon the agreed budgeted amounts, for the actual development, production and post-production services for a season (or motion picture) through and including complete delivery of The Chosen; and (v) CAS having a right of first negotiation to acquire the CAS Reserved Rights regarding projects based upon the Bible or related Biblical stories that TCT, Company and/or their respective affiliates elect to produce, co-develop, co-produce, finance or co-finance for the longer of the term of the PSFA and the DMA. TCT acting through Dallas Jenkins (the “Key Man”) (and conditioned upon the Key Man being engaged by TCT or Company as the principal showrunner of Seasons 5-7 of The Chosen, to render creative writing and directing services on a first-priority basis and on an exclusive basis during principal photography of each episode of The Chosen) has customary creative control and creative discretion respecting the artistic and creative elements of The Chosen (the “Key Man Affiliation”). The Key Man has agreed with the Company certain exclusivity and first priority restrictions upon his providing of creative services to persons and projects other than The Chosen, which are generally applicable throughout the production and delivery of Season 7 of The Chosen.

Such exclusivity provisions of the Key Man are memorialized in certain agreements between the Key Man and the Company, and in the CAS Agreements. Subject to the Key Man Affiliation, TCT will have control over ordinary course, day-to-day business and production matters of The Chosen.

A copy of the PSFA is filed with this Current Report on Form 8-K as Exhibit 10.2 and is incorporated herein by reference, and the description of the PSFA in this Current Report is qualified in its entirety by reference thereto.

**Item 2.01 Completion of Acquisition or Disposition of Assets.**

On June 13, 2024, the Company completed the transactions contemplated by the APA (the “Asset Sale”). The consideration for the Asset Sale consists of:

- (i) the forgiveness by CAS of approximately \$133,800,000 of existing indebtedness owed by the Company to CAS, and any accrued but unpaid interest thereon as of June 13, 2024, after offsetting certain amounts owed by CAS to the Company under that certain Contribution Funding and Production Agreement, dated as of November 29, 2022, between CAS and the Company (as successor-in-interest to The Chosen, LLC, a Utah limited liability company) and
- (ii) up to Eighty-Five Million Dollars (\$85,000,000) of certain milestone payments, which may be paid following the closing of the Asset Sale to the extent earned upon the completion and delivery of seasons of the Chosen Series.

The pro forma financial information required to be filed by Item 9.01(b) of Form 8-K is filed as Exhibit 99.1 to this Current Report.

**Item 9.01 Financial Statements and Exhibits.**

(b) Pro Forma Financial Information

The unaudited pro forma condensed consolidated financial statements of the Company have been derived from the Company’s historical consolidated financial statements and are being presented to give effect to the Asset Sale. The pro forma financial statements and the related notes thereto, are furnished as Exhibit 99.1 to this Current Report on Form 8-K.

(d) Exhibits

Exhibit No.	Description
<a href="#">10.1</a>	<a href="#">Amended and Restated Distribution License and Marketing Services Agreement, dated June 13, 2024, by and between the Chosen, Inc. and Come and See Foundation, Inc.*</a>
<a href="#">10.2</a>	<a href="#">Production Funding and Services Agreement, dated June 13, 2024, by and between The Chosen Texas, LLC and Come and See Foundation, Inc.*</a>
<a href="#">99.1</a>	<a href="#">Unaudited pro forma condensed consolidated financial information</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

\* Portions of these exhibits are redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K. The Company agrees to furnish a copy of any redacted information and/or omitted schedules to the U.S. Securities and Exchange Commission upon request.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: June 20, 2024

THE CHOSEN, INC.

By:  /s/ JD Larsen

Name: JD Larsen

Title: Chief Financial Officer

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This Exhibit 10.1 includes certain identified information that has been redacted because it is both (i) not material and (ii) the type of information that the registrant customarily and actually treats as private and confidential. Where information has been redacted, it has been so indicated by a “[\*\*\*]”.

EXECUTION COPY

AMENDED AND RESTATED DISTRIBUTION LICENSE AND  
MARKETING SERVICES AGREEMENT

This Amended and Restated Distribution License and Marketing Services Agreement (this “**Agreement**”) is made and entered into as of June 13, 2024 (the “**Effective Date**”) by and between **The Chosen, Inc.**, a Delaware corporation (“**Distributor**”), and **Come and See Foundation, Inc.**, a North Carolina non-profit corporation (“**CAS**”) and (as provided herein) amends and restates, as of the Effective Date, that certain License Agreement between Distributor (as successor in interest to The Chosen LLC) and CAS dated November 29, 2022 (the “**2022 License Agreement**”). Each of Distributor and CAS are sometimes referred to herein as a “**Party**” and are collectively referred to herein as the “**Parties**.”

RECITALS

- I. WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of May 13, 2024 between Distributor and CAS (the “**2024 CAS APA**”) and that certain Intellectual Property Assignment and Limited Assumption Agreement between Distributor and CAS dated November 29, 2022, CAS is the owner of all intellectual property rights in and to the Programs (as defined herein).
- II. WHEREAS, pursuant to that certain Production Services and Funding Agreement of even date herewith between The Chosen Texas, LLC, a wholly-owned subsidiary of Distributor (“**TCT**” or “**Producer**”) and CAS, CAS has engaged TCT to produce future Programs (the “**2024 PSFA**”).
- III. WHEREAS, CAS desires to license to Distributor, and Distributor desires to accept such license in and to, certain distribution and Marketing Duties to the Programs, as more particularly set forth herein.
- IV. WHEREAS, pursuant hereto, CAS shall have the right to receive certain proceeds from Distributor’s exploitation of the Programs and Ancillary Rights (as defined herein), as more particularly set forth herein.
- V. WHEREAS, pursuant hereto, CAS is reserving and retaining certain rights in and to the Programs, as more particularly set forth herein.

The recitals set forth herein are for descriptive purposes only.

AGREEMENT

NOW THEREFORE, in consideration of the agreements and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Defined Terms.** Unless otherwise defined in this Agreement, the following terms and phrases shall have the meanings set forth herein below:

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(a) “**2022 Transaction Agreements**” shall mean the following agreements between CAS and Distributor, each dated as of November 29, 2022, as amended to date: (i) an Intellectual Property Assignment And Limited Assumption Agreement, (ii) a

Contribution Funding and Production Agreement; (iii) the 2022 License Agreement, and (iv) the various security agreements, ancillary agreements, mortgages, side letters, exhibits and schedules appended thereto or consummated concurrently therewith.

(b) “**2024 Transaction Agreements**” shall have the meaning set forth in Paragraph 2 below.

(c) “**Action**” means any action, charge, audit, hearing, investigation, suit, claim, complaint, litigation, investigation, proceeding (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private), arbitration or other similar dispute.

(d) “**Affiliate**” means, with respect to any specified Person, any other Person controlling or controlled by or under common control with such specified Person. For the purposes of this definition, control, when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms controlling and controlled have meanings correlative to the foregoing.

(e) “**Ancillary Rights Gross Receipts**” means all receipts, value or other consideration (including advances) irrevocably received by or credited to or irrevocably credited by way of offset to the account of Distributor in connection with the exploitation of the Ancillary Rights (including, for the avoidance of doubt, physical home entertainment goods [including, without limitation, digital videodiscs, DVDs, Blu-rays, and similar disc systems]) for a given Program without any deductions (other than sales and remittance taxes) and uncrossed with receipts, value or other consideration from any other means of distribution.

(f) “**Ancillary Rights**” means any and all so-called ancillary, subsidiary and allied rights, whether now known or hereafter devised, including, without limitation, Merchandising Rights, soundtrack rights, music publishing, master recording rights, record label naming rights, music publishing catalog naming rights, print publishing, print publishing label naming rights, screenplay, publication, sponsorship, commercial tie-up, character, live stage, radio, interactive, theme park, location-based entertainment, commercial film clip licensing rights and non-fungible token (i.e., NFT) of every kind and nature whatsoever derived from, appurtenant to or related to the Programs, the Licensed Trademarks and the Underlying Materials.

(g) “**Angel Agreement**” means that certain Content License Agreement between Distributor and Angel Studios dated October 18, 2022 whereby Distributor granted Angel Studios, among other things, the right to exploit the Chosen Series by means of the Angel App, which agreement has been terminated by Distributor, but is subject to pending litigation (“**Angel Litigation**”).

(h) “**Angel App**” means the proprietary streaming application owned and/or controlled by Angel Studios, extant as of the date of the 2022 License Agreement.

(i) “**Angel Studios**” means Angel Studios, Inc.

(j) “**App Exclusive Window**” shall have the meaning set forth in Paragraph 4(b) below.

(k) “**Assignee**” shall have the meaning set forth in Paragraph 26(c) below.

(l) “[\*\*\*] **Project Right of First Negotiation**” shall have the meaning set forth in the 2024 PSFA.

(m) “**Business Day**” means a day other than (i) a Saturday, Sunday, a federal holiday, or other day on which financial institutions in Dallas, Texas, Los Angeles, California or New York, New York are authorized or required by law to close, and/or (ii) days on which Distributor or CAS are otherwise closed for business

(n) “**CAM**” shall have the meaning set forth in Paragraph 8(f) below.

(o) “**CAS Ancillary Rights Royalty**” shall have the meaning set forth in Schedule Royalties and Participations attached hereto and incorporated herein by this reference (“**Schedule R&P**”).

(p) “**CAS Foreign Language Version(s)**” shall have the meaning set forth in Paragraph 6(b) below.

- (q) “**CAS Overspill**” shall have the meaning set forth in Paragraph 7 below.
- (r) “**CAS Reserved Rights**” shall have the meaning set forth in Paragraph 6 below.
- (s) “**CAS Residuals**” shall have the meaning set forth in Paragraph 10(b) below.
- (t) “**CAS Security Agreement**” shall mean the Amended, Restated and Consolidated Security Agreement between CAS, Distributor and TCT substantially in the form attached hereto and incorporated herein by this reference as “Exhibit SA.”
- (u) “**CAS’ Share**” shall have the meaning set forth in Schedule R&P.
- (v) “**CAS Versions**” shall have the meaning set forth in Paragraph 6(b) below.
- (w) “**CAS VOD Rights**” shall have the meaning set forth in Paragraph 6(c)(i) below.
- (x) “**Change of Control**” means a transfer, directly or indirectly, (y) of securities of or other interests in Distributor (or TCT or TCPL) representing a majority of the votes respecting the election of directors (or the individuals performing similar functions, such as a manager of a limited liability company) of Distributor, TCT or TCPL, or (z) by the equity holders of Distributor (or TCT or TCPL) (or the individuals performing similar functions, such as the manager of a limited liability company) of the authority to direct the management and policies of Distributor, TCT or TCPL to any other person or entity (other than its respective board of directors (or manager in the case of a limited liability company)).

(y) “**Chosen Brand**” shall mean: (i) the Licensed Trademarks; (ii) the goodwill associated with or flowing from such Licensed Trademarks, including, without limitation, goodwill respecting the use of the Licensed Trademarks; and (iii) the right to associate with the Licensed Trademarks.

(z) “**Chosen-Branded Production**” means any motion picture, television program or other content which includes or incorporates the Chosen Brand into its title, logline or other identifying trade element or a program for which a Trademark Attribution exists; and, for clarity, such program need not be developed, produced or financed by CAS in order to be deemed a Chosen-Branded Production.

(aa) “**Chosen Planning Council**” shall have the meaning set forth in Paragraph 3(f) below.

(bb) “**Commercial Exploitation Gross Receipts**” means, with respect to each Program, all receipts, value or other consideration irrevocably and actually received by or credited to or irrevocably credited by way of offset to the account of Distributor derived from the exploitation of such Program by means of Commercial Exploitation Rights (excluding, for the avoidance of doubt, physical home entertainment goods [including, without limitation, digital videodiscs, DVDs, Blu-rays, and similar disc systems]), net of any and all customary and reasonable sub-distributor fees and sub-distributor expenses.

(cc) “**Commercial Exploitation Rights**” means the exclusive rights of every kind or nature, in any and all formats and however delivered, transmitted, or made available, whether now known or hereafter devised, including, without limitation, the rights to release, exhibit, broadcast, distribute, display, project, perform, exploit, sub-distribute, manufacture, reproduce, license, sub-license, lease, issue, reissue, sell copies of, dispose of and otherwise turn to account any and all versions of the Programs and all elements thereof, in whole or in part, in each and every case in any and all media now known or hereafter devised, including, without limitation, all of the following: theatrical; non-theatrical (including, without limitation, airlines, ships and other carriers and the like); pay-per-view/near video-on-demand; interactive media and multi-media, and any other devices and/or formats); all forms of television (including, without limitation, pay, free, network, syndication, cable, FAST, satellite, and digital); all forms of video-on-demand (including, without limitation, AVOD, FVOD and SVOD); all forms of digital and/or online distribution and/or transmission (including, without limitation, the internet, fiber optic or other exhibition, broadcast and/or delivery systems); all rights of communication to the public, rights of distribution to the public or other forms of public or private communication and/or distribution; and all forms of dissemination, communication or distribution to one or more identifiable locations or parties, but excluding, for the avoidance of doubt, the Non-Profit Rights.



(dd) “**Confidential Information**” shall have the meaning set forth in Paragraph 24 below.

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(ee) “**Covered License**” shall mean an exclusive license (for any term) of rights to a Program to any of the territories of North American, Central or Latin America, any member state of the European Union, India, the Philippines, Australia, New Zealand, Japan, Korea, Taiwan or China.

(ff) “**Covered Production**” shall have the meaning set forth in Paragraph 13 below.

(gg) “**CPC Purview**” shall have the meaning set forth in Paragraph 3(f) below.

(hh) “**CPC Referral Group**” shall have the meaning set forth in Paragraph 3(f) below.

(ii) “**Data Protection Laws**” means all applicable Laws in any relevant jurisdiction relating to the processing of data (including Personal Information), data protection, data privacy and/or data security (including, where applicable, the guidance, industry standards, and codes of practices issued by regulatory bodies, including industry self-regulatory bodies, in any relevant jurisdiction), including, without limitation, the California Consumer Privacy Act of 2018, as amended by the California Consumer Protection Act of 2020, and its implementing regulations, the EU General Data Protection Act, the Virginia Data Protection Act and the Colorado Privacy Act.

(jj) “**Derivative Production**” means any derivative work or production of any kind (including, without limitation, prequel, sequel, remake, spinoff, theatrical motion picture, television or streaming episodic or limited series or long-form program, live stage production, podcast, print publication, location based attraction, live event, etc.) based upon or derived from The Chosen Series.

(kk) “**Designated Responsible Executives**” shall have the meaning set forth in Paragraph 3(g) below.

(ll) “**Distributor [\*\*\*] Program**” shall have the meaning set forth in Paragraph 13 below.

(mm) “**Distributor Collateral**” shall have the meaning set forth in Paragraph 16(a) below.

(nn) “**Distributor Delivery**” shall have the meaning set forth in Paragraph 3(c) below.

(oo) “**Distributor Obligations**” shall have the meaning set forth in Paragraph 16(b) below.

(pp) “**Distributor’s Share**” shall have the meaning set forth in Schedule R&P.

(qq) “**DMA Key Man Affiliation**” shall have the meaning set forth in Paragraph 18(l).

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(rr) “**Donation Rights**” shall have the meaning set forth in Paragraph 6(e) below.

(ss) “**Donations**” shall have the meaning set forth in Paragraph 6(e)(i) below.

(tt) “**Election to Proceed**” shall have the meaning set forth in the 2024 PSFA.

(uu) “**Enhanced Versions**” means a modified or enhanced version of one or more pre-existing Program(s), including, without limitation, a version of a Program that includes CAS Versions and/or is an alternative cut or version of a pre-existing Program (including, without limitation, director’s cuts, extended versions, mashups and/or expanded versions of episodes or features, abridged, condensed, abbreviated or compiled versions utilizing segments or content from such pre-existing).

(vv) “**Event of Default**” shall have the meaning set forth in Paragraph 21 below.

(ww) “**Feature Derivative Production**” means a feature length Derivative Production (i.e., excludes any episodic Derivative Productions).

(xx) “**Financing Proviso**” shall have the meaning set forth in Paragraph 26(c) below.

(yy) “**Financing Transaction**” shall have the meaning set forth in Paragraph 26(c) below.

(zz) “**First Window**” shall have the meaning set forth in Paragraph 4(a) below.

(aaa) “**Governmental Entity**” means any: (i) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (ii) federal, state, local, municipal, foreign or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or Person and any court or other tribunal); (iv) multinational organization or body; or (v) individual, Person or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

(bbb) “**Guild**” means any and all entertainment industry unions and guilds such as the Screen Actors Guild-American Federation of Television and Radio Artists; Directors Guild of America; Directors Guild of Canada; Writers Guild of America, East and West; Writers Guild of Canada; Producers Guild of America; American Federation of Musicians; Union of British Columbia Performers; Alliance of Canadian Cinema Television and Radio Artists; Media Entertainment & Arts Alliance; International Alliance of Theatrical Stage Employees; International Brotherhood of Teamsters, National Association of Broadcast Employees and Technicians; British Equity; British Musicians Union; Broadcasting Entertainment Cinematograph and Theatre Union; Producers Alliance for Cinema and Television and all other applicable guilds, unions, trade associations or collectives.

(ccc) “**Guild Residuals**” means all amounts (other than Participations) payable to any Person(s) in accordance with any applicable standard collective bargaining agreement with a Guild based on the exploitation of a Program by means of the Licensed Rights in the Territory during the Term (including, without limitation, pension, health and welfare payments and employer share of taxes).

(ddd) “**Indemnified Party**” shall have the meaning set forth in Paragraph 23(c) below.

(eee) “**Indemnifying Party**” shall have the meaning set forth in Paragraph 23(c) below.

(fff) “**Key Man**” means Dallas Jenkins.

(ggg) “**Key Man Term**” shall have the meaning set forth in Paragraph 18(l).

(hhh) “**Laws**” or “**Law**” means any federal, State, provincial or local laws, statutes, ordinances, rules, regulations, judgments, orders, injunctions, decrees, licenses and permits of any Governmental Entity.

(iii) “**LG License**” means that certain license agreement between Distributor and Lions Gate dated May 4, 2023, as may be amended.

(jjj) “**Licensed Rights**” shall have the meaning set forth in Paragraph 3(a) below.

(kkk) “**Licensed Trademarks**” means the licensed trademarks as more particularly set forth on Exhibit A attached herein and incorporated herein by this reference.

(lll) “**Licensed Trademarks Rights**” means any and all rights to publish, advertise, announce, use and display, in any manner or medium, and in all print styles and forms, the Licensed Trademarks, in connection with: (i) the exercise of any of Distributor’s rights hereunder, including, without limitation, advertising, publicizing, promoting, distributing and exploiting, in whole or part, the Programs and any product or material derived therefrom or related thereto and (ii) in Paragraph 8(c) and subject to the provisions of

Paragraph 8(c) and Paragraph 1.1(gggg) below and, if applicable, the Chosen-Branded [\*\*\*] Project Conditions (as such term is defined in the 2024 PSFA), any and all exploitation (including, without limitation, distribution, marketing, advertising and publicity) of a Chosen-Branded Production.

(mmm) “**Lien**” means, with respect to any tangible or intangible asset, any mortgage, option, pledge, easement, right-of-way, covenant, condition or restriction on transfer, right of first refusal, defect of title, security interest, encumbrance, lien, trust (constructive or otherwise), adverse or prior claim, assessment, hypothecation or deed of trust or charge of any kind whatsoever (including any conditional sale, any lease in the nature thereof or the agreement to grant a security interest at a future date), and any contract to give or grant any of the foregoing.

(nnn) “**Lions Gate**” means Lions Gate Television Inc.

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(ooo) “**Major Licensee**” shall mean (i) any video broadcast or cable television network or any video streaming platform (e.g., Amazon (including Prime), Netflix, Roku, Hulu, Meta, X, Max, Peacock, Apple, Disney+, Paramount+, HBO, Starz, Spotify, YouTube and any other major United States or foreign streaming service, including their subsidiary or parent entities; and (ii) any licensee under a Covered License.

(ppp) “**Mandatory Arbitration**” shall have the meaning set forth in Paragraph 30(b).

(qqq) “**Marketing Duties**” shall mean those services set forth in Schedule “MD” attached hereto and incorporated herein by this reference.

(rrr) “**Marketing Duties Costs Reimbursement Amount**” shall have the meaning set forth in Schedule “MD”.

(sss) “**Marketing Materials**” means all (i) marketing, publicity, advertising and release materials for the Programs created by or on behalf of Distributor (or its Affiliates) and approved by Key Man, including, without limitation, any one sheets, trailers, television advertisements, internet advertisements and website source files (collectively, the “**Release Materials**”) and (ii) bonus materials created by or on behalf of Distributor (or its Affiliates) and approved by Key Man (and for which clearances have been obtained [i.e., from talent with approval rights thereover]); provided that any such bonus material which has been provided to CAS shall be deemed approved by Key Man and all talent, including, but not limited to, related footage filmed, unused out-takes, interviews featurettes, behind-the-scene footage, and any and all matching sound elements (the “**Value Added Materials**”).

(ttt) “**Marketing Servicing Rights**” means the right to: (i) market, publicize, advertise and promote the Programs in connection with the exploitation of the Commercial Exploitation Rights and Ancillary Rights (including, without limitation, co-promotion and commercial tie-in rights whereby Distributor and/or any of its Affiliates, licensees, sub-distributors or customers may enter into arrangements with third parties to use assets from the Program to promote a Program, and/or simultaneously promote such Program with such third parties’ products and/or services); (ii) use and authorize others to use the names, likenesses, biographies and voices, of any and all Persons who have entered into agreements to render services and/or furnish materials for or in connection with the Programs, and (iii) use any and all material and artwork created (or to be created after the Effective Date by Distributor, its Affiliates, licensees, sub-licensees, sub-distributors, customers and/or any designee of the foregoing) for or in connection with the Programs, for purposes of marketing, publicizing, advertising and promotional activities, as well as more generally, in connection with the exploitation of the Commercial Exploitation Rights and Ancillary Rights in respect of the Programs, through any and all forms and methods and manners, and in any and all means and media of any kind or character whatsoever, and (iii) provide the Marketing Duties, and any marketing budgets for each Season shall be subject to CAS’ mutual approval, (as to the annual budget and categories thereof in reasonable and customary detail, but not as to specific vendor or line item spends)].

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(uuu) “**Merchandising Rights**” means the right, either directly or through a licensee, to manufacture, reproduce, distribute, sell, advertise, promote and otherwise exploit any and all products, goods, commodities, services, venues or other items,

including, without limitation, physical home entertainment (including, without limitation, digital videodiscs, DVDs, Blu-rays, and similar disc systems), video games/gaming, NFTs, and interactive software entertainment products, in any and all formats now known or hereafter devised, books and other print publications of all kinds (e.g., novelizations, comics) based upon or utilizing the title, names, characters, artists' portrayals of characters, photos, likenesses, artwork, visual representations, trademarks and other elements from or otherwise associated with the Program; provided, however, that CAS is not purporting to grant any NFT rights which would conflict with the rights, if any, of Angel Studios under the Angel Agreement.

(vvv) "**New Season**" means a Season that has not been released by means of any Commercial Exploitation Rights prior to the Effective Date. Notwithstanding the foregoing, the Parties acknowledge and agree that certain episodes of Season 4 of The Chosen Series have been theatrically exhibited prior to the Effective Date, but such Season 4 of The Chosen Series shall nonetheless constitute a New Season hereunder and the provisions of this Agreement shall apply accordingly.

(www) "**Non-Profit Rights**" shall have the meaning set forth in Paragraph 6(a) below.

(xxx) "**Non-Profit Sector**" means non-profit Person and institutions, including, without limitation, ministries, churches, religious organizations and NGOs, government-religion organizations and public/private partnerships, educational institutions and schools affiliated with religious or ministerial organizations, and public and private educational institutions which are not conducted on a "for profit" basis (and regardless of any affiliation [or lack thereof] of such public or private educational institutions).

(yyy) "**Non-Profit Sector TV Rights**" shall have the meaning set forth in Paragraph 6(a) below.

(zzz) "**Non-Profit TV Networks**" shall have the meaning set forth in Paragraph 6(a)(i) below.

(aaaa) "**NP Chosen App**" means a VOD, OTT and other VOD-like content streaming application owned or operated by CAS (which shall include corresponding website(s)) of the NP Chosen App) which is intended for (but not limited to) distribution to and promotion of programs to the Non-Profit Sector, subject to the Overspill Provisions and other provisions hereof.

(bbbb) "**NP Targeted Marketing Restriction**" shall have the meaning set forth in Paragraph 7 below.

(cccc) "**OTT**" means an over-the-top media service whereby audiovisual content is delivered to consumers/viewers directly via the Internet instead of through a cable, broadcast or satellite television platforms.

(dddd) "**Overspill**" shall have the meaning set forth in Paragraph 7 below.

(eeee) "**Overspill Provisions**" means the provisions in Paragraph 7 below pertaining to Overspill.

(ffff) "**Participations**" means any contingent right in or to receive money or other consideration in respect of, the exploitation of the Program (excluding Guild Residuals), by whatever name called, including contingent bonuses, defined receipt contingent bonuses, contingent proceeds, gross receipts, net proceeds, deferments, box office bonuses, startpoint bonuses and advances.

(gggg) "**Person**" means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, Governmental Entity or other entity of any kind or nature.

(hhhh) "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, and when referring to a Data Protection Law, has the same meaning as the similar or equivalent term defined thereunder.

(iiii) "**Program**" means The Chosen Series, Project B (if produced pursuant to the 2024 PSFA), and any Derivative Production (if produced pursuant to the 2024 PSFA) together with any Supplemental Materials and Enhanced Versions related to the foregoing.

(jjjj) "**Project B**" means an unproduced project currently designated as "*Project B*," which may be produced pursuant to the 2024 PSFA or this Agreement, whether in the format of one or more feature-length motion pictures or an episodic series.

(kkkk) “**Proviso Conditions**” shall have the meaning set forth in Paragraph 26(c) below.

(llll) “**Released Program Quiet Enjoyment**” shall have the meaning set forth in Paragraph 25(b) below.

(mmmm) “**Reorg**” shall have the meaning set forth in Paragraph 26(a) below.

(nnnn) “**ROW**” means those parts of the Territory that do not comprise the United States and its territories and possessions.

(oooo) “**Rules**” shall have the meaning set forth in Paragraph 30(b).

(pppp) “**Season**” means a season of a given Series.

(qqqq) “**Security Document**” shall have the meaning set forth in Paragraph 21(e) below.

(rrrr) “**Security Instruments**” shall have the meaning set forth in Paragraph 16(a) below.

(ssss) “**Series**” means, individually and/or collectively, The Chosen Series, Project B (if a Series and if produced pursuant to the 2024 PSFA), and any episodic Derivative Production (if produced under the PSFA), if produced.

(tttt) “**Supplemental Materials**” means any and all supplemental footage and materials related thereto, including, without limitation, commentaries, menus, deleted scenes, alternative versions and/or cuts, outtakes, interviews, behind-the-scenes footage, screen tests, character profiles, bonus materials, music videos, promotional films, trailers, television spots, production stills, production storyboards, production sketches and concept drawings.

(uuuu) “**Take-Down Notice**” shall have the meaning set forth in Paragraph 25(c) below.

(vvvv) “**Tax Objectives**” shall have the meaning set forth in Paragraph 31(g) below.

(wwww) “**TCPL**” means The Chosen Productions, LLC.

(xxxx) “**Term**” means, collectively, the Initial Term (as defined herein below) as extended by the Project B Extended Term (defined herein below), if applicable, and/or any Auto Term Extension (as defined herein below), if applicable. The “**Initial Term**” means the period commencing on the Effective Date and continuing for a period of ten (10) years; provided, however, that if Project B is produced pursuant to the 2024 PSFA and thereby distributed hereunder, the Initial Term shall be automatically extended by five (5) years (the “**Project B Extended Term**”); provided further, that: (i) so long as Key Man is engaged by Distributor (or one of its Affiliates) in substantially the same capacity as he was on The Chosen Series as of the date that the Initial Term or, if applicable, the Project B Extended Term, would otherwise expire (the “**Expiry Date**”) (ii) Distributor is not in material uncured breach hereunder, and (iii) Distributor is actively and materially distributing The Chosen Series during the six (6) month period preceding such Expiry Date, then the Initial Term or the Project B Extended Term, as applicable, shall automatically renew annually for consecutive one-year periods on a rolling basis (each an “**Auto Term Extension**”). “**Actively distributing**” shall mean active sales and marketing in open media and territories, and solicitation of renewal licenses for expiring sublicenses. Notwithstanding the foregoing, (i) so long as Key Man is engaged by Distributor (or one of its Affiliates) in substantially the same capacity as he was on The Chosen Series, the Term of this Agreement shall continue pursuant to the Auto Term Extension with respect to Distributor’s right to produce Chosen-Branded Productions, and all provisions applicable to Chosen-Branded Productions (including, without limitation, the provisions of Paragraph 8(c) below) shall still apply and (ii) Distributors rights to exploit (including, without limitation, distribute, market, advertise and promote) any Chosen-Branded Production shall be in perpetuity.

(yyyy) “**Territory**” means the Universe.

(zzzz) “**The Chosen Series**” means that certain episodic audiovisual series entitled “The Chosen,” including all previously released episodes and Seasons thereof as well as all episodes and Seasons to be produced and/or released in the future, which future Seasons shall be comprised of eight (8) episodes each.

(aaaa) “**Third Party License**” means an agreement whereby Distributor grants distribution rights in and to a Program to a third party licensee or sub-distributor.

(bbbb) “**Third Party License Period**” means the license period for a given Third Party License, which shall not exceed the end of the calendar year that is two (2) years following the original Term hereof (unless otherwise approved by CAS as set forth in Paragraph 3(c) below).

(cccc) “**TM Gross Receipts**” shall have the meaning set forth in Paragraph 8(c) below.

(dddd) “**TM Royalty**” shall have the meaning set forth in Schedule R&P.

(eeee) “**Trademark Attribution**” means the use or incorporation in a program title, logline or identifying trade elements, of any the following (or phrasing substantially similar thereto) attributes: “The Chosen;” “The Chosen Presents;” “A Chosen Production;” “In association with The Chosen;” “Presented by The Chosen;” “A Chosen Universe production;” and phrases of similar import to the extent they are used in a material manner by Distributor (or its agents, Affiliates, licensees or sub-distributors) to market or promote a program (that is otherwise neither a Chosen-Branded Production nor a Derivative Production) so as to associate such other program with The Chosen or the Chosen Brand or the Licensed Trademarks. [\*\*\*]

(ffff) “**TV Holdback**” means shall mean only a single period, not to exceed thirty (30) days and commencing on a date as designated by Distributor (in its reasonable commercial discretion), where CAS shall not exercise the Non-Profit Sector TV Rights to a New Season anywhere in the Territory. There may not be any additional holdback obligation or blackout (beyond such single 30-day period), other than the First Window and the App Excusive Window, imposed by Distributor or any person (including any licensee of Distributor) upon CAS’s exploitation of the Non-Profit Sector TV Rights to such New Season. CAS (and its licensees) shall be entitled to exploit its Non-Profit Sector TV Rights regardless of any TV license granted by Distributor which purports to exceed such single TV Holdback period. A TV Holdback may be applied solely to a newly-released Season and shall not apply to any previously released Seasons or episodes of the Series, or to Programs which are not episodes of the Series. The TV Holdback shall not be applied on a territory-by-territory basis; rather, only a single TV Holdback period may be designated by Distributor for each New Season.

(gggg) “**Underlying Materials**” means, with respect to a given Program, all literary, musical, dramatic or other works, or particular elements thereof, from which such Program is adapted, and any and all other literary or dramatic materials of any kind and any rights included in or synchronized with such Program or upon which such Program is or may be based, in whole or in part, including screenplays, stories, adaptations, scripts, titles, treatments, bibles, scenarios and characters.

(hhhh) “**Unfunded Projects**” shall have the meaning set forth in Paragraph 18(l).

(iiii) “**Viewer Data**” shall mean all information, metrics and data regarding, detailing or summarizing the viewership of a Program, including episodic information for episodic Programs, including without limitation the accounting of views, unique views, visits, streaming or viewing durations information, pageviews, traffic sourcing, episodes watched, bounce rates and exit data and rates (as such concepts are applied to VOD and streaming), and device usage; and viewership demographic information (anonymized and/or aggregated as required by applicable law, including Data Protection Laws), in such detail as is legally collected or compiled in accordance with applicable law and applicable terms of service; all as such data comprises, pertains to or is derived from Program viewership on a channel, platform or media and which Distributor (including any Affiliate) comes to possess or to which Distributor has, or reasonably could have, access to via Distributor’s licensee(s).

2. Conditions Precedent. The Parties shall have no obligations hereunder unless and until the full execution of the following documents which are being entered into concurrently (except with respect to the 2024 CAS APA which was fully executed on May 13, 2024) with this Agreement (collectively, “**2024 Transaction Agreements**”): (i) this Agreement; (ii) the 2024 CAS APA; (iii) the 2024 PSFA; and (iv) any applicable security agreement, security documents and such other ancillary agreements, schedules, exhibits, filings, instruments, security agreements, mortgages, account control agreements, payment directions, recordings and certificates as are set forth in and delivered in connection with the consummation of the transactions set forth in the above agreements, including the CAS Security Agreement.

3. Grant of Rights.

(a) Licensed Rights. Subject to the terms, conditions and restrictions herein, including, without limitation, in all cases, the CAS Reserved Rights (which, for clarity, are not being granted hereby and which are retained by CAS), CAS hereby licenses, grants and assigns to Distributor during the Term and throughout the Territory, the sole and exclusive right and license, including, without limitation, under copyright and all extensions and renewal terms of copyright, to exploit, in any and all languages, the Commercial Exploitation Rights, Ancillary Rights, Licensed Trademark Rights and Marketing Servicing Rights in and to the Programs and, as applicable, the Chosen-Branded Productions (all such rights, subject to such limitations, collectively referred to herein as the “**Licensed Rights**”).

(b) Minimum Distribution Conditions.

(i) Distributor shall distribute, and cause to be distributed, the Programs and each of them, commercially in a materially similar manner as the distribution of prior Seasons of The Chosen Series, including customary windowing (subject to the terms hereof) which are commensurate with commercially reasonable standards and practices for first class comparable scripted dramatic series programming in each of the United States’ and ROW’s respective network television or streaming industry (and if a Project B Election to Proceed is effected for pursuant to the 2024 PSFA and if produced as one or more motion picture(s), Distributor shall distribute, or cause it to be distributed, in whole or in part, in the United States and certain ROW territories, as a theatrical motion picture) (the “**Applicable Distribution Standards**”). Distributor (including its subdistributors and licensees) shall not agree to any ‘holdback’ of any Program in any medium or territory in the ROW (i.e., shall not agree to delay release in any United States territory or media as a condition of a release in another ROW territory or media), except as specifically permitted hereunder.

(ii) Distributor shall cause all releases of Programs to be effected in a commercially reasonable time following delivery thereof, in accordance with the Delivery Schedule appended to the PDFFA. It shall be a presumptively timely release where Distributor effects the release of the initial episode(s) of a New Season within one hundred twenty (120) days of delivery to Distributor of such initial episode.

(iii) Distributor shall, with respect to the Programs and each of them perform the Marketing Duties set forth on Schedule MD hereto.

(c) Incorporation of Qualitative Conditions of Production Agreement; Concurrent Delivery. Provided that the 2024 PSFA is in effect, Distributor shall use commercially reasonable good faith efforts to facilitate and ensure that the Programs are delivered to CAS as provided for in the 2024 PSFA in accordance with the Delivery Schedule for each New Season. Distributor agrees to: (i) actively monitor and administer the process of having and effecting “Delivery” under the 2024 PSFA be made to Distributor concurrently with Distributor’s Affiliate tendering and effecting the required Deliveries to CAS and to all other Covered Licenses (each a “**Distributor Delivery**”); (ii) take such actions in a timely and good faith manner which are necessary and sufficient to review and inspect, on a time- exigent and priority basis each tendered Concurrent Delivery; and (iii) in a time-exigent and commercially reasonable good faith efforts manner, issue to TCT and Distributor any objections or exceptions to any tendered Distributor Delivery, and manage any delivery resubmission and exception processes for all Distributor Deliveries, and (iv) in a time exigent and good faith manner, do all things and take such actions as are otherwise necessary or sufficient to accept Delivery and Distributor Delivery, and cause all deliveries to be effected and accepted under all of the Covered Licenses. Distributor shall further undertake all commercially reasonable actions to cause such Programs to qualify (and be deemed delivered under) any applicable delivery requirements or specifications under any applicable Program license agreement with the Covered Licenses. For clarity, Distributor (at its cost), and not CAS, shall be responsible for undertaking all tasks and actions necessary to accept or certify initial and complete delivery of all Programs delivered pursuant to 2024

PSFA, and upon CAS's request, Distributor shall make timely written certifications to CAS of such deliveries, including to enable CAS to give its timely notice of acceptance or exception to each Delivery under the 2024 PSFA. For clarity, such obligations of Distributor shall require Distributor (and not CAS) to undertake all actions to document and coordinate the correction of any Delivery exceptions of any tendered Programs, so that such Program qualifies under all of the Covered Licenses. Without limiting the foregoing, Distributor agrees that tender of Delivery to CAS of any Programs under such 2024 PSFA, shall constitute a delivery to Distributor hereunder.

(d) CAS Distribution Consultation and Access Rights.

(i) Distributor shall meaningfully consult with CAS in advance of entering into any distribution agreements with respect to the Programs, and such consultation shall include good faith and timely collaboration and coordination between the Parties; *provided* that any casual or inadvertent failure shall not constitute a breach of this Agreement by Distributor. The Parties shall coordinate (as they have consistent with prior Seasons) with respect to distribution of the Programs in the ROW in order to take advantage of each Parties' respective relationships with existing and prospective ROW licensees.

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(ii) The consultation period pursuant to subparagraph (i) shall not be less than 96 hours with respect to a Major Licensee.

(iii) Distributor shall provide CAS with continuing access to Distributor's database of all Third Party Licenses, in accordance with prior practice between the Parties, unless Distributor is contractually bound by confidentiality provisions that would prevent Distributor from doing so (provided that Distributor shall use commercially reasonable good faith efforts to not be bound by such restrictions).

(iv) Distributor shall on a good faith and timely basis, prospectively inform the Chosen Planning Council of any plans to solicit any Major Licensee, including the time period for such anticipated solicitation.

(e) CAS Approval Rights. CAS shall have the right to review and approve (such approval not to be unreasonably withheld, delayed or conditioned): (i) any license or distribution agreement for a Program with a Third Party License Period which purports to extend beyond two (2) years from and after the expiration of the Term; (ii) any amendment or extension of the term of the LG License (and if Distributor has approval rights to any Existing Transactional Rights Agreements [as defined under the LG License], then to such amendment); (iii) any license of a Program with a Major Licensee, including any amendment thereto; and (iv) any production agreement between the Key Man and a third party for which Key Man is performing any creative services for such third party during the Key Man Term except as permitted pursuant to the Key Man Amendment and the Key Man Affiliation provisions (e.g., exclusivity provisions and services rendered during production hiatus periods). CAS' review and approval rights do not imply that a CAS representative will attend (or must attend) meeting(s) comprising Distributor's process of soliciting or marketing Major Licensees. With respect to a license with a Major Licensee, CAS shall have five (5) days from Distributor's submission thereof to CAS to review such license. If CAS fails to provide its approval within such five (5)-day period, Distributor shall provide CAS with a reminder notice, and in the event CAS fails to respond thereto before the end of the first Business Day following such reminder notice, the submitted license shall be deemed approved by CAS.

(f) Viewer Data Procurement. Distributor (for clarity, including its Affiliates) shall use commercially reasonable good faith efforts to obtain from each of its Covered Licensees, a copy or (or access to) current Viewer Data for the Programs and any related materials and each of them (including any customary or unique viewer data dashboards and/or reports), and shall provide such Viewer Data to CAS as provided herein (including controlled access to Viewer Data dashboards and/or reports for Programs and any related materials), subject to any applicable contractual obligations, terms or conditions (of general applicability and not so as to frustrate this paragraph) as may be imposed upon Distributor with respect to such Viewer Data. As industry standards and practices develop during the Term, Distributor (for clarity, including its Affiliates) shall use commercially reasonable good faith efforts to enhance its possession of, and access to, Viewer Data from Covered Licensees, including, but not limited to, as required under applicable law (for example, including new provisions for access to the widest available array of Viewer Data in Distributor's license renewals with Covered Licensees or in any new license with any platform, network or other distribution outlet through which viewers may access a Program), subject to any contractual obligations, terms or conditions (of general applicability) as may be imposed upon Distributor. If Distributor obtains or gains access to such Viewer Data, Distributor shall inform CAS in a timely manner.



(g) As used herein, “**Chosen Planning Council**” or “**CPC**” shall mean the council that is established and maintained as set forth in the 2024 CAS APA (including certain reserved rights for CAS if the Chosen Planning Council is not established to the mutual approval of Distributor and CAS within 60 days of the Agreement Date), which shall: (i) be comprised of three (3) members of the board of the directors of TCI (plus an executive officer of TCI); and three (3) members of the board of directors of CAS (plus an executive officer of CAS), (ii) address various matters as provided herein, including coordination with related matters under the 2024 PSFA; (iii) serve, as between the Parties, to coordinate, collaborate, communicate and guide the marketing, licensing and distribution of the Programs and the strategic and long term planning of the Programs and (iv) meet monthly for the first six (6) months after being established under the APA and thereafter as frequently as the Chosen Planning Council deems reasonably necessary. The Parties agree that the CPC shall, from time to time, address the matters below respecting this Agreement, and that they shall actively and meaningfully coordinate, collaborate and communicate with respect to the marketing, licensing and distribution of the Programs, including, without limitation, as to matters related to: (i) NP Chosen App matters and performance; (ii) marketing of Programs distributed hereunder; (iii) Program release schedules; (iv) Derivative Productions; (v) Program translation and dubbing; (vi) communications respecting Donations and CAS fundraising initiatives with Distributor marketing efforts (including awareness and coordination of Distributor’s social media activities); (vii) global distribution and licensing matters for Programs, including commercial and noncommercial activities and activation; and (viii) other matters referenced herein as being subject to Chosen Planning Council guidance (“**CPC Purview**”). The Chosen Planning Council retains the authority with respect to the matters under the CPC Purview, and Distributor and CAS shall coordinate, collaborate and communicate with the Chosen Planning Council with respect thereto, including their respective executives. If there is a disagreement between Distributor and CAS as to a specific action required with respect to CPC guidance on a matter under CPC Purview, either Distributor or CAS may refer the disagreement to the Chosen Planning Council for resolution; and if the Chosen Planning Council cannot resolve the matter, the Chosen Planning Council (or any Party’s appointees thereto) may refer the matter in dispute to Key Man and a person designated in writing (email shall suffice) by CAS (the “**CPC Referral Group**”) for their mutual agreement to resolve the disputed matter, and the Parties will each act in accordance with such dispute resolution made by the Chosen Planning Council or (if applicable) the CPC Referral Group. Neither the Chosen Planning Council nor the CPC Referral Group shall be deemed to control the business of either CAS or Distributor. A CAS representative’s participation in the Chosen Planning Council (or CPC Referral Group) shall not impose or imply that such person has any fiduciary duty or other duty to any person other than CAS, and such CAS representative’s good faith fiduciary duties owing to CAS are hereby acknowledged. A Distributor representative’s participation in the Chosen Planning Council (or CPC Referral Group) shall not impose or imply that such person has any fiduciary duty or other duty to any person other than Distributor, and such Distributor representative’s good faith fiduciary duties owing to Distributor are hereby acknowledged. In addition, neither this Agreement nor any other 2024 Transaction Agreement amends the certificate of formation, organizational agreement or operating agreement of Producer, nor the certificate of incorporation or bylaws of Distributor; and the actions of the Chosen Planning Council (and CPC Referral Group) shall not be deemed to effect any amendment to such organizational documents. For clarity, an approval right of either Party under this Agreement (or any other 2024 CAS Agreement) shall be and remain exercisable by such Party in its sole and absolute discretion, even if such Party, from time to time, refers such subject matter to the Chosen Planning Council or the CPC Referral Group.

4. **First Window; App Exclusive Window.** (a) **First Window.** Subject in each case to the prior written approval of CAS in its sole and absolute discretion, Distributor shall have the exclusive right to license and/or authorize an initial commercial exhibition of any New Season and/or episode of a Program via: (A) an initial U.S. (and substantially concurrent ROW) theatrical release and (B) subject to the prior written approval of CAS in each instance, one initial ROW television exhibition window (each, a “**First Window**”). The First Window shall continue for a period of not to exceed ninety (90) days (unless otherwise approved in writing by CAS) from and after the first date of the initial theatrical release of an episode from such New Season (i.e., 90 days after the first day of the First Window); *provided*, that if CAS agrees to an ROW television exhibition window occurring during the First Window, then the First Window shall terminate on such alternative date as CAS may agree in writing (in its sole and absolute discretion); and *provided further*, that the First Window may terminate prior to such 90 days, on such earlier date as Distributor may designate in writing upon at least 60 days’ prior written notice to CAS designating such earlier termination date). The expiration date of a First Window of a New Season is referred to as “**First Window Expiration Date.**”

(b) **App Exclusive Window.** CAS shall have the exclusive right to exhibit new episodes of Programs on the NP Chosen App during a period immediately following the First Window as more particularly set forth herein (the “**App Exclusive**”).

**Window**”). Regardless of the release pattern of episodes during the First Window, Distributor and CAS shall mutually agree (not later than 20 days prior to the first day of the First Window) the release pattern for Episodes of the New Season (or new episodes of Programs, if not covered by the foregoing) during the App Exclusive Window (“**AEW Release Pattern**”) (for example, one new Episode per week, or one new Episode every other day, or the like) subject to CAS having taken timely delivery of the Episode to enable its release according to such AEW Release Pattern. The App Exclusive Window shall commence on the day immediately following and consecutive to the First Window Expiration Date and continue until the date that is the sixty (60) days following the date of initial release (per the AEW Release Pattern) of the final episode comprising the New Season of the Series (i.e., after episode 8 is released according to the AEW Release Pattern). For clarity, the App Exclusive Window shall expire at the same time as to all Episodes of the New Season, and not on an episode-by-episode basis.

(c) The App Exclusive Window shall be extended for the duration of any failure or delay by Distributor (or its Affiliate TCT) to deliver (or accept delivery of) an episode of a New Season.

(d) The following exceptions shall apply to the App Exclusive Window provisions hereof:

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(i) During the App Exclusive Window, Distributor (in a good faith and bona fide furtherance of its Marketing Duties hereunder) may broadcast (or license the broadcast of) a single “livestream premiere event” of the New Season (with Distributor using commercially reasonable efforts to have such event be hosted or co-hosted by the live appearance of the Key Man and one key cast member) on one social media platform, with such livestream premiere event being accompanied by the concurrent or immediately adjacent (before or after) exhibition of one new episode of the New Season on such social media platform (for example, on X, Meta, Instagram, Tiktok or YouTube), which such episode shall be taken down within seventy-two (72) hours from its initial exhibition on such platform. Distributor shall use commercially reasonable good faith efforts to arrange for Distributor’s and CAS’ concurrent access to Viewer Data for any such livestream premiere.

(ii) [\*\*\*]

5. Access to Alternative Language Assets. Distributor shall have free access to all CAS Foreign Language Assets, including all picture and sound elements, created by CAS; and (b) Distributor is hereby granted the rights to distribute and exploit such CAS Foreign Language Assets (whether created before or after the Effective Date) by means of any and all of the Licensed Rights hereunder, subject to the terms and limitations hereof. For clarity, Distributor (and not CAS) shall be responsible for any and all clearances (including music licensing) necessary for any distribution by Distributor (or its licensees) of any CAS Foreign Language Version outside of the Non-Profit Sector.

6. CAS Reserved Rights: The following (for clarity, as set forth in subparagraphs (a)-(j) below) rights in and to the Programs are retained by and reserved to CAS and have not been, and are not being, licensed to Distributor (collectively, the “**CAS Reserved Rights**”):

(a) Non-Profit Rights. The exclusive rights of every kind and nature, in any and all formats and however delivered, transmitted or made available, whether now known or hereafter devised, including, without limitation, the rights to release, exhibit, broadcast, distribute, display, project, perform, exploit, sub-distribute, manufacture, reproduce, license, sub-license, lease, issue, reissue, sell copies of, dispose of and otherwise turn to the account any and all versions of the Programs and all elements thereof, in whole or in part, in each and every case, in any and all media (subject to the Overspill Provisions) now known or hereafter devised in all cases solely for distribution to the Non-Profit Sector throughout the Territory in perpetuity, including, without limitation, all of the following solely with respect to the Non-Profit Sector: theatrical; non-theatrical; pay-per-view/near video-on-demand; physical home entertainment (including, without limitation, digital videodiscs, DVDs, Blu-rays, and similar disc systems, interactive media and multi-media, and any other devices and/or formats); subject to the single TV Holdback, broadcast television networks and FAST channels (collectively, the “**Non-Profit Sector TV Rights**”); all forms of video-on-demand, including, without limitation, AVOD, FVOD, SVOD and any VOD exploitation for distribution to the Non-Profit Sector only (and subject to the Overspill Provisions); all forms of digital and/or online distribution and/or transmission, including, without limitation, the internet, fiber optic or other exhibition, broadcast and/or delivery systems; communication to the public, rights of distribution to the public or other forms of public or private communication and/or distribution; and all forms of dissemination, communication or distribution to one or more identifiable locations or parties (collectively, the “**Non-Profit Rights**”). For clarity:

(i) the CAS Reserved Rights include the exclusive rights to distribute the Series to Non-Profit Sector broadcast television networks (collectively, the “**Non-Profit TV Networks**”). CAS shall in good faith, on a case-by-case basis, consider one or more written and detailed requests by Distributor for CAS (in its sole and absolute discretion) to grant individual licenses to Distributor for one or more specified Non-Profit TV Networks and/or for specified FAST channels of one or more specified Non-Profit Organizations or specified Non-Profit TV Networks, with such scope and limitations as CAS in its sole and absolute discretion may agree, and in all cases any such grant by CAS must be in writing and must specify the specific rights being granted).

(ii) the Non-Profit Rights include the right of CAS in its sole and absolute discretion to grant licenses for some or all of the Non-Profit Rights to Distributor or other Persons (as approved by Distributor in accordance with the Distributor Approval Process), on a case by case basis, including for example, where a distribution arrangement desired to be effected by Distributor might be enhanced by inclusion of certain non-exclusive (or limited exclusive) Non-Profit Rights.

(b) CAS Versions. The exclusive rights to create and distribute in all media solely to the Non-Profit Sector throughout the Territory: (i) Enhanced Versions and (ii) dubbed, subtitled, translated and/or foreign and/or local-language versions of the Programs or portions thereof, including those created by using hybrid/AI technology (each, a “**CAS Foreign Language Asset**” and, collectively, the “**CAS Foreign Language Assets**,” and together with the Derivatives, the “**CAS Versions**”), provided that CAS shall provide Distributor with timely courtesy copies of such CAS Versions and any marketing and promotional materials associated therewith in accordance with the provisions of Paragraph 9 below.

(c) Non-Exclusive Video-On-Demand and OTT App Rights. The following rights, which are in addition to the Non-Profit Rights set forth above:

(i) A non-exclusive royalty-free right to exhibit the Programs through the NP Chosen App, which shall include corresponding website(s) of the NP Chosen App (the “**CAS VOD Rights**”). CAS’ exercise of the CAS VOD Rights shall include CAS’ exclusive Donation Rights. Neither Distributor nor any licensee of Distributor) may exercise Donation Rights except through CAS.

(ii) CAS shall have the right to exhibit all episodes of each New Season of The Chosen Series on the NP Chosen App (which may coincide with, but not be restricted by, a concurrent window with the Angel App, as provided herein). The CAS VOD Rights shall include the right to release new episodes of a New Season of the Programs on the NP Chosen App on a day-and-date basis concurrently with the release of such new episodes of such New Season on or in any other media, subject to the First Window and the App Exclusive Window. For clarity, the App Exclusive Window grants exclusivity rights to CAS and potentially to Angel if and to the extent Angel has any rights.

(d) Marketing and Promotional Rights. CAS has and shall retain the non-exclusive worldwide right to market and promote the Programs to the Non-Profit Sector in all media and Non-Profit Sector markets, in connection with CAS’ exploitation of the CAS Reserved Rights (including, without limitation, the App Exclusive Window); provided that all marketing and promotional materials created by CAS relating to the exploitation of a given Program shall be provided to Distributor on a courtesy copy basis in accordance with the provisions of Paragraph 9 below; provided further, that in all cases, CAS’ exploitation of its Non-Profit Rights and its marketing thereof, in and of itself shall not be deemed to be a conflicting message or marketing effort; and any Distributor’s approval right which may be established on a going forward basis by the Chosen Planning Council would be solely to coordinate messaging, not to prevent or delay CAS messaging.

(e) Charitable Donation Rights. CAS has and shall retain the exclusive, worldwide right to (collectively, the “**Donation Rights**”): (i) solicit, direct and process charitable donations directly tied to exploitation of the Programs (“**Donations**”), and provided CAS shall administer any such Donations in accordance with applicable Laws. The Parties acknowledge that the Angel License (which was previously terminated by Distributor), if reinstated by a tribunal of competent jurisdiction, included(s), a donation function provision whereby non-profit donations could under certain circumstances be linked and paid directly to CAS. For clarity, CAS has and

shall retain one hundred percent (100%) of any Donations made through the NP Chosen App for its charitable purposes and CAS may expend such Donation proceeds as it deems fit in its sole and absolute discretion but in compliance with any applicable Laws.

(f) Exclusive App and Channel Naming Right. CAS has and shall retain the exclusive right to (collectively, the “**Exclusive Channel Name Rights**”): use and employ (both itself and through licensees and/or contractors) the name and trademark rights of “The Chosen” in the name or title of the NP Chosen App and in related websites or other digital domains of the NP Chosen App (e.g., TheChosenApp.com, TheOfficialChosenApp.com, GettheChosen App.com or similar URLs and the associated content), and as the name of a channel(s) available, including in or for use in non-profit OTT streaming applications, including content streaming (e.g., The Chosen App Channel, The Chosen Series App, The Chosen Series App Channel, The Chosen Series Non-Profit Channel, The Chosen Non-Profit, or The Official Chosen Non-Profit Channel, or similar uses.

(g) Distribution of the NP Chosen App. CAS has and shall retain the exclusive right to distribute (both itself and through licensees and/or contractors) the NP Chosen App in all media through any technology, including in third party “app stores” or platforms, by any means of installing apps on mobile devices and desktop, and the exclusive right to use the Exclusive Channel Name Rights in such distribution.

(h) Convergence Channel Rights. CAS has and shall retain the exclusive right (both itself and through licensees and/or contractors) to use one or more configurations of the NP Chosen App and/or some of its constituent software (including outsourced software and services) as the “Chosen App Channel” (or other Exclusive Channel Name Right) offering on one or more non-profit VOD or OTT platforms.

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(i) Exclusive Non-Profit Sector Channel Rights. CAS has and shall retain the exclusive right (both itself and through licensees and/or contractors) to distribute the Programs (and employ “The Chosen” trademark rights) solely for access by and exhibition to the Non-Profit Sector media or channels which are notionally restricted to members of one or more designated institutions in the Non-Profit Sector (for example, members of a church, a college, or evangelical groups), including whereby a general audience app store or a VOD, OTT, or similar streaming platform or network (using the NP Chosen App or a derivative of the NP Chosen App) offers access to one or more of the Programs solely to members of such designated institution in the Non-Profit Sector, or which channel is primarily target marketed to such institution in the Non-Profit Sector or to the Non-Profit Sector generally.

(j) Exclusive Use and Publicity. CAS has and shall retain the exclusive right in all media to use and publicize “The Chosen App” and “The Chosen App Channel” (or other Exclusive Channel Name Right) and the exclusive right to use “The Chosen” (or any Trademark Attribution in marketing to the Non-Profit Sector and distributing to the Non-Profit Sector. In the exercise of its Non-Profit Sector rights hereunder, CAS may license, delegate or assign such rights as it deems fit in its sole and absolute discretion.

7. Non-Profit Targeted Marketing; Overspill. Distributor and its licensees, sub-licensees, sub-distributors and permitted assigns shall not market or promote the Programs, in whole or part, or any Program distribution platform or app (other than the NP Chosen App), to the Non-Profit Sector (in any language anywhere in the Territory) in any direct or targeted manner, including digital or online marketing (the “**NP Targeted Marketing Restriction**”). Non-targeted, general and mass marketing (and targeted marketing not directed to the Non-Profit Sector) that incidentally reaches a member or entity in the Non-Profit Sector shall not be deemed to violate the NP Targeted Marketing Restriction. Distributor shall use commercially reasonable efforts to include in any license agreements for any Program with any Affiliates or third parties (including any extensions or amendments or novations of Program licenses entered into by its Affiliates after November 29, 2022) a provision for the NP Targeted Marketing Restriction so as to avoid violation thereof by such third party or Affiliate. Notwithstanding the foregoing, the Parties acknowledge and agree that any incidental overspill from Distributor’s and/or its licensees’ exploitation of the Licensed Rights (e.g., where a church or other member in the Non-Profit Sector organically uses a VOD or OTT service other than the NP Chosen App or uses any other non-CAS controlled method to exhibit a Program to an audience) (the foregoing referred to herein as “**Distributor Overspill**”) shall not constitute an infringement of the CAS Reserved Rights by such user or a breach by Distributor hereunder. Similarly, notwithstanding the foregoing, the Parties acknowledge and agree that any incidental overspill from CAS’ and/or its licensees’ exploitation of the CAS Reserved Rights (“**CAS Overspill**,” and together with Distributor Overspill, “**Overspill**”) shall not constitute an infringement of the Licensed Rights or a breach by CAS hereunder. As provided in Paragraph 25(c) below the Parties (including Distributor’s Affiliates) shall abide by the provisions hereof regarding Take-Down Notices (defined herein) with third parties.

8. Application of Commercial Exploitation Gross Receipts; Ancillary Rights Royalty; TM Royalty.

(a) Application of Commercial Exploitation Gross Receipts. Commercial Exploitation Gross Receipts for each Program (or Season in the case of a Series) shall be applied on in the order listed below (calculated on a Season-by-Season basis with respect to each Series), paid and accounted for on a non-crossed basis:

- (i) First, to collection account manager for actual and customary fees and expenses of the collection account manager, if any, provided that any such fees shall be borne by CAS from the CAS' Share;
- (ii) Next, to Distributor for the reimbursement of the Marketing Duties Costs Reimbursement Amount (for such Season); and
- (iii) From the amount of remaining Commercial Exploitation Gross Receipts, the CAS' Share to CAS and the Distributor's Share to Distributor.

For clarity: (i) any Guild Residuals and re-use fees, royalties and amounts required as a result of Distributor's (or its licensees) use and exploitation of the Licensed Rights hereunder which were not paid or reserved by Distributor's licensees shall be paid and satisfied solely from Distributor's Share, (ii) any Participations payable with respect to the distribution of a Program which were not paid at source or by Distributor's licensees, shall be paid and satisfied solely from Distributor's Share; (iii) Distributor or its Affiliates (and not CAS) will be responsible for any Guild Residuals or other Guild payments due from revenues or other receipts generated from exploitation of the Programs (or any rights in connection therewith), except that CAS shall be responsible for any such Guild Residuals solely on account of its exploitation of Reserved Rights. CAS may discharge its obligations therefore by remitting the requisite amounts, if any, to Distributor, and Distributor shall account for any pay any such residuals or other payments which accrue on account of CAS' exercise of its Reserved Rights. Parties shall agree to a customary and reasonable provision in the CAM for the administration of amounts, if any, that are collectible and payable arising solely from CAS' exploitation of its Reserved Rights. Schedule Exceptions (attached hereto and incorporated by this reference) shall apply to certain programs and projects of Distributor or its affiliates, notwithstanding any provision hereof.

The calculation of the Marketing Duties Costs Reimbursement Amount does not and shall not imply that CAS has implicitly or otherwise approved any marketing budgets or expenditure. Any rights of CAS (as otherwise provided for herein) to review and approve marketing budgets is separate from the recoupment of the Marketing Duties Costs Reimbursement Amount.

(b) Ancillary Rights Royalty. Distributor shall pay to CAS (or its designees) the CAS Ancillary Rights Royalty, and the remainder of any Ancillary Rights Gross Receipts shall be retained by Distributor. Distributor shall provide CAS with any and all underlying accounting statement or royalty statement that Distributor receives from any licensee of any Ancillary Rights. The CAS Ancillary Rights Royalty shall not be crossed against any costs of any theatrical exhibition or other exploitation of any Program or New Season, directly or indirectly. Schedule Exceptions (attached hereto and incorporated by this reference) shall apply to certain programs and projects of Distributor or its affiliates, notwithstanding any provision hereof.

(c) Trademark Royalty. Distributor shall pay CAS (or its designees) the TM Royalty. Distributor's gross receipts shall include the aggregate of all receipts, value or other consideration (including advances) irrevocably received by or credited to or irrevocably credited by way of offset to the account of Distributor derived from the exploitation of such Chosen-Branded Production (the "**TM Gross Receipts**"). For clarity: (i) the TM Royalty shall accrue and be payable on every Chosen-Branded Production; (ii) TM Royalty amounts shall not be crossed against the TM Royalty for any other Chosen-Branded Production nor against any royalty or amount payable hereunder, including without limitation, any Program and (iii) Distributor shall bear all costs and expenses of the development, production, and distribution and marketing of any such Chosen-Branded Production and any Participations with respect thereto ("**Distributor's Derivative Production Costs**"). Schedule Exceptions (attached hereto and incorporated by this reference) shall apply to certain programs and projects of Distributor or its affiliates, notwithstanding any provision hereof.

(d) Accounting; Audit.

(i) Distributor shall account (including remittance of all amounts payable) to CAS on a calendar quarterly basis with respect to the CAS' Share, CAS Ancillary Rights Royalty and, if applicable, the TM Royalty, for the initial two (2) years following the initial commercial release or broadcast of each New Season, Feature Derivative Production or, if applicable, ancillary program or Chosen-Branded Production, as the case may be, hereunder and on a calendar semi-annual basis thereafter for so long as amounts of the CAS' Share, CAS Ancillary Rights Royalty and, if applicable, TM Royalty are payable to CAS hereunder, with accounting statements to be rendered within thirty (30) days after the end of each applicable accounting period. All accounting shall be of quality and specificity as provided herein, and in all cases shall include any and all material underlying licensee or sub-distributor statements rendered to Distributor to CAS, in good faith, may reasonably designate additional specificity to be included in Distributor's accountings, including as necessary or material to enable CAS to comply with applicable law. Accountings shall be stand-alone for each of (and not be crossed between or among) the separate Commercial Exploitation Gross Receipts, CAS Ancillary Rights Royalty and, if applicable, the TM Royalty.

(ii) After the Term, Distributor shall continue to render accountings to the extent any amounts are due or payable to CAS hereunder, on an annual basis.

(iii) Distributor (including all Affiliates in possession or control of such) will provide CAS with true and correct photocopies of any and all Lions Gate and any other Major Licensee accountings and statements (rendered to Distributor or any Affiliate, including TCI) and all accounting and statements (rendered to Distributor or any Affiliate, or provided to Distributor or any Affiliate directly or indirectly through Lions Gate) or by any Major Licensee, at the required time of Distributor's accounting to CAS hereunder. Unless Distributor is contractually bound by confidentiality provisions that would prevent Distributor from doing so (provided that Distributor shall use commercially reasonable good faith efforts to not be bound by such restrictions), neither Distributor nor any Affiliate shall fail or refuse to do so on account of any claim of confidentiality by any person, and CAS shall treat all such information as Confidential Information hereunder. Distributor shall also provide CAS with photocopies of any and accountings and statements which are provided to, or for which access is granted, of any parties to the "Existing Transactional Rights Agreements" referenced in the LG License.

(iv) Distributor (including all Affiliates in possession of such) will provide CAS with all Viewer Data generated by Distributor or received from any Major Licensee (or any "Existing Transactional Rights Agreements" referenced in the LG License) with respect to any Program distributed by such Major Licensee or Lions Gate, unless prevented by Applicable Law or if Distributor is contractually bound by confidentiality provisions that would prevent Distributor from doing so (provided that Distributor shall use commercially reasonable good faith efforts to not be bound by such restrictions).

(e) All Commercial Exploitation Gross Receipts, Ancillary Rights Gross Receipts and, if applicable, TM Gross Receipts shall be kept in a segregated account (and not commingled with any other Distributor programs) and Distributor shall keep full, true, and accurate books of account pertaining to its exploitation of the rights in the Programs and, if applicable, Chosen-Branded Productions. Books of account, insofar as they relate to the Programs, and/or any Chosen-Branded Productions (if applicable) or CAS Ancillary Rights Royalty, if applicable, payments hereunder may be examined by CAS upon reasonable advance request but not more than once annually (but overlapping audits shall be permitted) and solely insofar as such books of account relate to statements issued or payments made to CAS within thirty-six (36) months from the date of such audit request. Such audits must be conducted during reasonable business hours at CAS' expense, and at times that are reasonably mutually acceptable to the parties within forty-five (45) days after notice of such audit, by a reputable accounting or other professional firm. So long as Distributor has provided CAS in a timely manner with the required books of accounts and other auditable information set forth herein, no audit may continue for longer than forty-five (45) consecutive Business Days. If CAS is conducting one or more audits, then the thirty-six (36)-month period shall be extended for an additional six (6) months with respect to those records being audited. In order to ascertain that accountings are uncrossed, in addition to its accounting obligations hereunder, Distributor agrees to provide separate standalone statements for each of the CAS' Share, CAS Ancillary Rights Royalty and TM Royalty.

(f) CAM. CAS may direct that Commercial Exploitation Gross Revenues be directed through one or more collection account(s) of a reputable collection agent (e.g., Fintage House or Freeway) (each a "CAM"), including that all required performance royalties, residuals, third party participations, customary off-the-top expenses and other corridors are to be directly paid to such third parties by such collection agent. No person shall be made party to any such CAM without CAS's approval (e.g., recipients being

beneficiaries versus parties to such CAM agreement(s)). CAS and Distributor shall negotiate in good faith (for example, respecting third-party platform-serviced revenues) respecting the potential use (at CAS's election) of one or more segregated bank accounts into which non-CAM revenues would be remitted (with CAS having full transparency to track such collections in such account(s))Distributor shall execute (and shall use commercially reasonable efforts to cause its licensees to execute or acknowledge) such ancillary documentation requested and prepared by CAS which perfects CAS' security interests in the proceeds of its license with Distributor, whether or not remitted or payable into such CAM.

9. Distributor Approval Process and Courtesy Copy Provision. With respect to any and all matters for which Distributor (or its Affiliate) has an approval right hereunder, or for which CAS is required to provide "timely courtesy copies" of the subject matter, the following shall apply:

a. Distributor, and CAS will establish and shall continue to maintain the Chosen Planning Council during the Term.

(a) Matters herein which require "timely courtesy copies" to be provided by CAS to Distributor shall presumptively not be subject to pre-approval by Distributor; *provided*, however, that if the Chosen Planning Council (including with CAS's consent) determines that a more formal administrative review process and/or approval right should be instituted in favor of Distributor with respect to any matter for which courtesy copy submission is provided for, then such approval process as determined by the Chosen Planning Council (with CAS's approval) shall be established on a going forward basis, and CAS shall henceforth comply therewith in good faith and in a commercially reasonable manner; *provided*, that such process shall be a covenant of CAS and not a condition of any rights of CAS.

(b) In any event, if any approval by Distributor is required hereunder (or shall become required in the future), such materials related to such matter shall be submitted to Distributor in writing (email is sufficient) allowing Distributor not less than five (5) Business Days from CAS' submission thereof to review such materials, provided such review period shall be reduced to not less than two (2) Business Days solely with respect to extraordinary approvals sought which are prominently designated as being of "exigent circumstances" (for example, in the email subject line). Distributor shall use commercially reasonable efforts to review and respond to all such requests on a timely basis, provided that any failure by Distributor to do so shall not be deemed a breach hereunder, but shall be subject to the below sub-provisions of this Paragraph 9.

(c) If Distributor fails to provide its approval or its notes to such materials within such five (5) Business Day period, (reducible to two (2) Business Days for a matter designated as exigent), CAS shall re-submit its request to Distributor for such approval, and in the event Distributor fails to respond to such re-submission within twenty-four (24) hours following CAS' re-submission, such matter or materials shall be deemed approved solely with respect to the limited use for which they were originally designated by CAS.

(d) Distributor's approvals (if required hereunder) shall not be unreasonably withheld, delayed or conditioned by Distributor, and any of Distributor's approval rights shall at all times (itself and through any agents) be exercised in good faith and in a focused and timely manner, and not in a manner designed to frustrate or interfere with or delay CAS' exploitation of the CAS Reserved Rights.

(e) Any rejection or non-approval by Distributor hereunder must specify in detail the nature of the objectionable content or matter, including reasonable specific detail as to the specific corrections which will remedy the matter. If Distributor fails to respond substantively or timely to three (3) consecutive approval requests by CAS, then upon written notice by CAS to Distributor, the review period for all submissions or requests by CAS thereafter shall be reduced to twenty four (24) hours. The Chosen Planning Council may reset such submission and approval periods back to the 5-day/2-day norm after its due consideration. With respect to CAS Versions, CAS may in its sole and absolute discretion provide a courtesy copy of one or more rough cuts or later version.

(f) In any event, the Distributor Approval Process may not be exercised by Distributor in a manner which imposes upon CAS any defacto holdback or blackout or other delay of CAS's Reserved Rights hereunder, including its day-and-date distribution rights.

10. CAS Marketing and Use of Clips.

(a) TCI shall use commercially reasonable good faith and timely efforts to deliver to CAS all Marketing Materials substantially concurrently with the delivery to any licensee or sub-licensee of Distributor, which CAS shall have and enjoy the right to use in marketing and promotion in connection with its exploitation of the CAS Reserved Rights, including, without limitation, CAS' may use and incorporate the Marketing Materials in the exercise of the CAS Reserved Rights (such versions referred to herein as the "CAS Version Marketing Material"). So long as such CAS Version Marketing Material is comprised only of a dubbed, subtitled, or translated version of Release Materials and/or Additional Materials provided by Distributor, then such CAS Version Marketing Material shall not require pre-approval by Distributor (or Director) hereunder but shall be subject to Paragraph 9 hereof CAS shall in good faith (i) meaningfully consult with Key Man (or his designee) with respect to CAS policies and procedures with respect to the creation of its CAS Version Marketing Material, and (ii) continue the pattern and practice to collaborate and share marketing collateral with TCI to ensure consistency, integrity and quality adheres to Chosen Brand standards and (iii) collaborate with TCI as to CAS anticipated releases of CAS Version Marketing Material. CAS shall be responsible for all editing, laboratory and other costs and expenses incurred in connection with creating CAS Version Marketing Materials. CAS Version Marketing Materials shall indicate that they are from and/or associated with CAS. For clarity, CAS' customary sermon material, instructional material, evangelical literature, lesson plan material, Donation solicitations or other marketing targeted to the NP Market which incorporates Marketing Materials, or clips of a Program or Feature Derivative Production (not exceeding 1 minute for any clip or an aggregate of 4 minutes of clips in any single such material) shall not in any case require courtesy copy submission to or approval by Distributor or Key Man so long as such usage does not result in a non-contextual use of such clip or footage.

(b) CAS' use of portions of a transcript of a Program or Feature Derivative Production (including in alternative language) shall not require courtesy copy submission to, or approval by, Distributor, so long as such transcription does not alter the program screenplay other than on account of such literal translation to a non-English language. Upon reasonable written request by Distributor, CAS, in its sole discretion, shall give Distributor confidential access to such materials (e.g., in a hosted cloud) for Distributor's confidential library or archival use. Any such uses by CAS shall be subject to any third party contractual talent and Guild related contractual restrictions and obligations; provided, that no contractual talent restrictions shall be agreed without CAS' prior written approval. Any Guild Residuals, re-use fees or other amounts or obligations which become due or payable as a result of CAS' uses ("**CAS Residuals**") shall be the responsibility of CAS, subject to the provisions hereof for collection and remittance, including through the CAM; and subject to the clearances provisions hereof. The Parties acknowledge that Distributor, and not CAS, has primary responsibility for administering Guild Residuals, re-use fees, participations and other amounts and obligations which become due or payable to any person on account of exploitation of a Program. Distributor shall use commercially reasonable good faith efforts to cause TCT to obtain (at cost reflected in the respective production budget) clearance of all talent rights necessary for CAS' exploitation of the CAS Reserved Rights (including, where customary, to effect a buy-out or other device to efficiently administer residuals, re-use fees, participations and other amounts and obligations which would or could become payable with respect to the exploitation of a Program), including for CAS' use of foreign language versions of the Programs with respect to use of the Reserved Rights. Distributor shall administer and pay any Guild Residuals on behalf of CAS, and CAS shall remit any such amounts pursuant to the CAM or otherwise substantially concurrently with Distributor's remittances therefore. In addition to the direct obligations of TCT under the 2024 PSFA, Distributor shall (and shall cause TCT to) proactively use good faith efforts to obtain clearance for all such CAS uses when Distributor is otherwise obtaining clearances for Programs, including for CAS uses of foreign language versions of the Programs. Otherwise, at all times, Distributor and CAS shall cooperate in good faith with respect to such clearances.

11. NP Chosen App. As between CAS and Distributor (including its Affiliates), all ownership rights (including by license of rights from third parties) to the NP Chosen App (including software, licenses, SAAS and other property comprising the functions of the NP Chosen App) are owned exclusively by CAS unless otherwise provided by CAS in writing. Parties agree to cooperate with each other in the development of the NP Chosen App and any other applications for the VOD, OTT or similar streaming and/or other exhibition of the Programs. Any license by CAS to Distributor related to its NP Chosen App shall be in writing.

12. Credits. The credit provisions set forth in the 2024 PSFA are incorporated herein by this reference. Distributor shall incorporate and include all such credits in the Programs it distributes hereunder, and shall include any contractual credits (if any) required



to be included in advertising and marketing material. Distributor shall communicate directly with TCT to coordinate and align credits arising in the ordinary course of production and delivery, as necessary in connection with any Programs hereunder. Distributor shall not grant any credit in any Program to any licensee that would violate the credit provisions of the 2024 PSFA. Distributor shall not grant any credit in any Program that it distributes hereunder if such inclusion would violate the MTM Clause of the 2024 PSFA.

13. Certain Additional Non-Profit Rights in Distributor Non-Program [\*\*\*] Works. Subject to the terms provided for herein, CAS acknowledges and agrees that Distributor and/or its successors or Affiliates may develop, co-develop, produce, co-produce and distribute any programming [\*\*\*] (herein, each a “**Distributor [\*\*\*] Program**”). Other than the rights set forth herein, CAS shall not own or claim any intellectual property rights of any kind or nature whatsoever in such Distributor [\*\*\*] Programs, and Distributor or its successors or designees shall exclusively own all such rights in and to all Distributor [\*\*\*] Programs. The provisions of the section entitled “[\*\*\*] Projects Right of First Negotiation” in the 2024 PSFA (“**PSFA First Look Provision**”) are incorporated herein by this reference and shall be effective with respect to Distributor upon the end of the Term (as defined in the 2024 PSFA) of the 2024 PSFA (including any extension of a Project B Election to Proceed occurs). The Parties do not intend for CAS to have duplicative benefits (i.e., two separate rights of first negotiation) as a result of the incorporation of the PSFA First Look Provision herein.

14. CAS’ Personal Information and Indemnity.

(a) Solely with respect to CAS’ and any CAS licensee’s distribution of the Programs and the operation of the NP Chosen App, CAS shall materially comply with all Data Protection Laws and shall use commercially reasonable efforts to contractually obligate (in addition to any extant obligation) any such licensee for which a license is entered into after the Effective Date (or on a prospective basis for any license entered into prior to the Effective Date to the extent such license is being amended for some other reason) to comply with all Data Protection Laws. For any Program-related Personal Information collected by or on behalf of CAS (including via the NP Chosen App or other medium that is subject to an applicable Data Protection Law), CAS shall indemnify and hold harmless the Distributor Indemnified Party (in accordance with the provisions hereinbelow) for any violation by CAS and/or any licensee of CAS (including any unauthorized or unlawful access to, use of, disclosure of, or modification to Personal Information or breaches, security incidents, or other adverse events related to Personal Information held or processed by or on behalf of CAS or its licensees) of Data Protection Laws.

(b) With respect to Distributor’s and any Distributor licensee’s distribution of the Programs, Distributor shall materially comply with all Data Protection Laws and shall use commercially reasonable efforts to contractually obligate (in addition to any extant obligation) any such licensee for which a Third Party License is entered into after the Effective Date (or on a prospective basis for any Third Party License entered into prior to the Effective Date to the extent such Third Party License is being amended for some other reason) to comply with all Data Protection Laws. For any Program-related Personal Information collected by Distributor or by Distributor’s licensees (including via any app or medium that is subject to an applicable Data Protection Law), Distributor shall indemnify and hold harmless the CAS Indemnified Parties (in accordance with the provisions herein below) for any violation by Distributor or Distributor’s licensees (including any licensee to any Third Party License, and including for any unauthorized or unlawful access to, use of, disclosure of, or modification to Personal Information or breaches, security incidents, or other adverse events related to Personal Information processed by Distributor or Distributor’s licensees) of Data Protection Laws.

15. Press Releases. Each Party agrees to refrain from making any public announcement regarding this Agreement and/or include mention of the other Party in any press releases specifically related any Program (as opposed to corporate and other general press releases in which a Program is incidentally mentioned), without the prior review and written approval (including email approval) by the other Party. Each Party also agrees to participate in joint public announcement activities with the other Party from time to time and in such form to be agreed upon by the Parties. After the Effective Date, if a Party wishes to issue any communications regarding this Agreement, the details of such communication must be identified and submitted to the other Party (including such representatives, as such other Party may direct) in writing (including e-mail) for its review and written approval (including email approval), prior to any release or dissemination. No casual or inadvertent failure by a Party, nor any failure by any third party, to comply with the terms of this paragraph shall constitute a breach hereof and in no event shall either Party seek or be entitled to injunctive or other equitable relief for breach of any of the requirements of this paragraph. A Party may also refer to this Agreement in such Party’s communications, press releases and/or other public relations activities; provided, that if any such press release mentions the other Party, then the mentioned Party shall have prior written approval (not to be unreasonably withheld, delayed or conditioned) regarding the references to mentioned Party therein.

15. Notice of Rights in Copyrighted Material; Termination of any Existing Security Interest of Distributor. CAS agrees that Distributor shall be entitled to record this agreement, or a digest of distribution terms with the US Copyright Office and in any UCC filing office in any jurisdiction that deems appropriate. Distributor hereby terminates any security interest which CAS granted (or may have granted) to Distributor pursuant to the transactions set forth in the 2022 Transaction Agreements. Distributor acknowledges that there is no grant of any security interest to Distributor express or implied, in this Agreement or any other 2024 CAS Agreements.

16. CAS Security Agreement. The obligations owing by Distributor to CAS set forth herein are referred to as the “**Distributor Obligations.**” Distributor hereby grants to CAS a security interest as collateral for the Distributor Obligations. Such security interest, and additional matters pertaining to the security interest, its attachment and perfection, are set forth in the CAS Security Agreement.

17. General Representations and Warranties. Each Party to this Agreement represents and warrants to the other Party as follows: (i) such Party has the full right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (ii) such Party has taken all necessary action to authorize the execution and delivery of this Agreement, (iii) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, does not and will not violate any agreement to which such Party is a party or by which it is otherwise bound; and (iv) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

18. Distributor’s and Its Affiliates’ Acknowledgements, Representations and Warranties and Covenants.

(a) Distributor hereby acknowledges that TCT is making representations and warranties to CAS pursuant to the 2024 PSFA, and that Distributor shall rely exclusively upon the representations and warranties of TCT as to the production and delivery of the Programs, and that CAS is not recertifying or remaking those representations and warranties to Distributor. There are no implicit warranties or representations of CAS made or being made (or remade) by CAS to Distributor regarding the production and delivery of the Programs, other than as specifically set forth herein.

(b) Distributor shall not purport to sell, lease, assign, transfer, license or convey, to any Person any right, title or interest in or to the Programs, or any part thereof (including the Underlying Materials) or any Licensed Trademark, in a manner that is adverse to or derogatory of any of CAS’s rights herein, including, without limitation, the Reserved Rights.

(c) Distributor shall be solely responsible, liable and obligated for the payments of all Participations, Distributor shall enter into such Guild assumption, signatory or guaranty agreements with any Guilds as may be required of Distributor in accordance with ordinary custom and practice in the American television and motion picture industry (provided that the foregoing does not create any intended third party beneficiaries and does not confer to any third party any such rights); *provided*, elsewhere herein the Parties provide for CAS’ obligations respecting exploitation of the Reserved Rights.

(d) Distributor shall use commercially reasonable good faith efforts to cause Lions Gate (in accordance with the LG License) to continue to assume all Guild Residuals and music royalties payable on account of Lions Gate’s distribution of Licensed Rights and programs thereof.

(e) Distributor shall comply with all Laws related to Distributor’s or its licensee’s use and exploitation of the Licensed Rights;

(f) Distributor is a duly formed, validly existing organization in good standing under the Laws of its jurisdiction of organization; and it is duly licensed or qualified to do business in each jurisdiction where it is so required;

(g) Distributor has all requisite, power and authority to own its properties and conduct its business as currently conducted and to execute and deliver, and to perform its obligations under, the Agreement;

(h) Except for the Angel Litigation, there are no Actions pending or, to the best of such Distributor's knowledge: (i) threatened against or affecting Distributor in any court or before any Governmental Entity that, if adversely determined, would have a Material Adverse Effect (as defined in the 2024 PSFA) on the ability of Distributor to perform its obligations under this Agreement; (ii) threatened against or affecting the Programs or Licensed Rights in any court or before any Governmental Entity; or (iii) threatened, the adverse determination of which might have a Material Adverse Effect or on any related or affiliated group or impair its ability to perform its obligations under, or affect the validity or enforceability of this Agreement;

(i) Distributor shall not purport to grant to any person, any Liens in any Programs or any Licensed Rights;

(j) Distributor shall not solicit funding (including fee advances), or accept any funding, from any third party for the distribution or marketing of any of the Licensed Rights hereunder.

(k) E&O Insurance.

(i) Distributor shall, at its own expense, secure and maintain, or cause to be secured and maintained, during the Term and until (3) years after the end of the Term, in continuous force and effect, standard distributor's (and in lieu of that, producer's) liability (i.e., "errors & omissions") insurance issued by a reputable insurance carrier reasonably acceptable to CAS. Such policy must be occurrence-based; in the event that the policy is claims-based, then Distributor must support such policy with a rights period endorsement (or term of insurance endorsement) reasonably satisfactory to CAS. Distributor or its Affiliate shall provide to CAS a copy of the policy and a certificate of insurance which shall provide that such insurance: (i) has a coverage limit of no less than Three Million United States Dollars (US\$3,000,000) per claim and Five Million United States Dollars (US\$5,000,000) in the aggregate, with a deductible of no greater than Twenty-Five Thousand United States Dollars (US\$25,000); (ii) cannot be cancelled or modified without first providing CAS with thirty (30) days prior written notice via registered mail; (iii) is not subject to any non-standard endorsements or exclusions from, restrictions of or limitations in coverage or any material difference in deductibles as the standard in the industry; (iv) provides coverage for distribution of the Programs in all media granted to Distributor; and (v) provides coverage for all music, film clips (if any) used in any Program as well as the title of the Programs. Such policy shall name as additional insureds CAS, its affiliated companies, successors, distributors, sub-distributors, licensees, sub-licensees, advertisers and assigns and the respective officers, directors, shareholders, attorneys, employees, agents and any other representatives of any and all of the foregoing, and shall contain an endorsement that negates the "other insurance" clause in the policy and a statement that the insurance being provided is primary and not contributing to or in excess of any errors and omissions insurance carried by CAS or any other person or entity (other than Distributor). Prior to the release of each Season of a Program (or a program that is not the Series), Distributor will provide CAS with a certificate of insurance evidencing Distributor's compliance with all of the insurance requirements set forth in this paragraph with respect to such upcoming release. Upon request by CAS, Distributor shall promptly cause additional parties to be added as additional insureds to the policy, or to expand coverage under the policy as reasonably required by CAS, and provide CAS with a related certificate and/or revised policy.

(ii) Distributor shall maintain any insurance policies required to be maintained by Distributor pursuant to the LG License.

(l) Distributor shall cause the Key Man to fulfill his obligations under this Agreement and remain exclusive to Distributor and TCT pursuant to and as set forth in the Key Man Amendment (defined in the 2024 PSFA) (except as permitted pursuant to the Key Man Amendment and the Key Man Affiliation provisions [e.g., exclusivity provisions and services rendered during production hiatus periods]) until the Season 7 Delivery Date (the "**Key Man Term**") (the foregoing referred to as the "**DMA Key Man Affiliation**"). Upon the failure of the Key Man Affiliation to be extant until the end of the Key Man Term (and provided that Key Man is otherwise in compliance with the Key Man Amendment), Distributor acknowledges that CAS has rights and remedies under the PSFA which include without limitation, CAS' rights to: (i) terminate CAS' funding obligation(s) under the 2024 PSFA, as to [\*\*\*] ("**Unfunded Projects**"); and (ii) terminate TCT's exclusive production and/or other exclusive rights under the 2024 PSFA as to Unfunded Projects. Distributor acknowledges that CAS' exercise of its foregoing rights or remedies under the PSFA, upon notice to Distributor hereunder (including any applicable cure periods), may include CAS' right to terminate Distributor's exclusive rights hereunder for such Unfunded Projects (i.e., for which the Key Man Affiliation has terminated), and Distributor acknowledges that CAS's exercise of its rights and remedies with respect to any such failure of the Key Man Affiliation for the Key Man Term is intended by each Party (and TCT) to provide CAS with

the benefit of its fundamental bargain under the 2024 CAS Agreements with respect to the personal services and direct involvement of the Key Man respecting the Key Man Affiliation.

(m) Distributor shall use commercially reasonable good faith efforts to give written notice to CAS, not later than the June 30, 2027, of whether the Key Man Term (as defined in the 2024 PSFA) has been agreed in writing by TCI, TCT and the Key Man to be extended beyond the original Key Man Term, including therewith a copy of any such written extension; and if no such written notice of Key Man Term extension is provided by such date, CAS shall be entitled to rely upon such Key Man Term and act in accordance therewith.

19. CAS's Representations and Warranties. CAS represents and warrants to the Distributor as follows:

(a) it has conducted, and will conduct, its business so as to comply in all material respects with all applicable Laws and orders and neither CAS nor any officer, manager, director or member of CAS is charged with, or so far as is known by such CAS, is under investigation with respect to, any violation of any such Laws or orders that could have a material adverse effect on the financial condition, business or operations of CAS, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977 (15 U.S.C. § 78dd-1 et seq.), as amended, and the UK Bribery Act 2010;

(b) in connection with the Donations, it has not, and will not, directly or indirectly, knowingly receive any funds, contributions, payments or proceeds (including by way of debt, equity or other capital contribution) from any Person with any connection (economic or otherwise) to Russia, China, Saudi Arabia or any Person known to be subject of sanctions promulgated by the United States federal government, or in contravention of applicable Laws, including, without limitation, anti-money laundering Laws.

(c) is duly formed, validly existing and in good standing under the Laws of its jurisdiction of organization, (ii) is duly licensed or qualified to do business in each jurisdiction where it is so required, and (iii) has all requisite, power and authority to own its properties and conduct its business as currently conducted and to execute and deliver, and to perform its obligations under, the Agreement;

(d) it has all requisite, power and authority to own its properties and conduct its business as currently conducted and to execute and deliver, and to perform its obligations under, the Agreement; and

(e) This Agreement has been duly authorized by all necessary action by it and duly executed and delivered by it and constitutes a legal, valid and binding obligation of it, enforceable according to its terms.

20. Trademark Matters; Morals. The Parties further agree that the Licensed Trademarks shall be subject to the following standards requirements:

(a) All goods and services offered under the Licensed Trademarks shall: (i) be consistent with and not contravene the religious and historical teachings of the Bible as interpreted by evangelical Christian beliefs; (ii) maintain the same standards of artistry, theological interpretation and quality of goods and content as are demonstrated and reflected in Seasons 1 through 4 of The Chosen Series and corresponding goods and services to date; and (iii) not violate or contradict the substance of the BAC Approvals provided for in the production of the Programs.

(b) Distributor shall take no act in violation of the MTM Clause (as defined in and set forth in the 2024 PSFA) and incorporated herein by this reference.

(c) CAS hereby delegates to Key Man requisite authority over setting and enforcing the standards of quality for goods and services (to include content) offered to the public under the Licensed Trademarks. Such delegation shall continue until such may be revoked in writing by CAS (in its sole and absolute discretion), provided that such revocation shall be forward-looking only, and

shall not vitiate any prior acts of the Key Man under such delegation. Distributor shall use commercially reasonable good faith efforts to cause Key Man to be responsible for establishing and enforcing the quality and content standards of the Licensed Trademarks and to cause Key Man to manage the day to day monitoring and management of all use of the Licensed Trademarks (and provided that the Chosen Planning Council may include such matters in its regular agenda). Distributor shall use commercially reasonable good faith efforts to cause Key Man (or his representative) (including via the Chosen Planning Council) to timely report to CAS any problems with brand standards. The Parties acknowledge and agree that Key Man may not delegate the foregoing authority to establish and police standards without the written consent of CAS; provided that Key Man may employ agents and representatives to assist him in his duties so long as the Key Man at all times maintains direct responsibility for and oversight of all such quality standards and enforcement for the Licensed Trademarks. Distributor shall timely report to Key Man and CAS any all third party complaints regarding brand standards of the Licensed Trademarks which remain active and unresolved after ninety (90) days from the date of first complaint. CAS' delegation hereunder is personal to Key Man and may not be assigned to another without CAS's written consent.

(d) Distributor shall keep CAS informed of all goods and services offered under the Licensed Trademarks and shall timely provide samples to, or allow auditing of, the same to CAS. Distributor shall maintain records sufficient to disclose the preceding five (5) years of Distributor's uses of the Licensed Trademarks. CAS has the right, at its sole expense, to inspect and audit all records and things associated with the use of the Licensed Trademarks, and Distributor shall cooperate with all reasonable inspection and auditing requests. Distributor and CAS may appoint a designee of Distributor, from time to time, as a trademark management agent to manage the exchange of information regarding trademark and brand issues between the Parties, with David Stidham Esq., or such other designee of Distributor, being the initially appointed agent. Such agent shall act as the agent of CAS with respect to certain management and administrative functions pertaining to the Licensed Trademarks. CAS may prospectively terminate the trademark license hereunder if Distributor materially breaches the foregoing trademark use standards and fails to remedy the breach after written notice and failure to cure within a reasonable period of not less than fourteen (14) days, and provided further that CAS provide written notice of termination after the failure to cure and allow Distributor sixty (60) days within which to respond or initiate mandatory arbitration pursuant to the terms of this Agreement. Termination shall be suspended pending arbitration and any arbitration involving this section shall be conducted pursuant to the mandatory arbitration provisions hereof. Notwithstanding anything to the contrary contained herein, any such termination hereunder shall not apply with respect to the use of the Licensed Trademarks and/or the title of the Series or Programs with respect to episodes produced (in whole or in part) or distributed prior to the date of such termination.

21. Events of Default. Each of the following shall be an “**Event of Default**” under this Agreement:

(a) Involuntary Insolvency Proceedings. The entry of a decree or order for relief in respect of the either Party in a bankruptcy, insolvency or receivership proceeding, or any other action or proceeding for any other relief under any law affecting creditors' rights that is similar to a bankruptcy law; or a receiver, trustee, liquidator, assignee, sequestrator (or similar official) is appointed in respect of such Party or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, in an involuntary case under any bankruptcy, insolvency or other similar law; or the commencement against either Party of an involuntary case under any bankruptcy, insolvency, receivership or other similar law which is not dismissed within 120 days; or

(b) Insolvency; Voluntary Insolvency Proceedings. Either Party or any Affiliate of such Party shall: (i) be dissolved, (ii) fail or shall be unable to pay its debts generally as they become due, (iii) admit in writing its inability to pay its debts generally as they become due, (iv) make a general assignment for the benefit of creditors, (v) commence a voluntary case in bankruptcy, insolvency, receivership, reorganization or any other action or proceeding for any other relief under any law affecting creditors' rights that is similar to a bankruptcy law (including, without limitation, requesting a moratorium or suspension of payment of debts from any court or instituting proceedings or taking any form of corporate action to be liquidated, adjudicated bankrupt or insolvent), (vi) consent by answer or otherwise to the commencement against it of an involuntary case in bankruptcy, receivership, insolvency, reorganization or any other such action or proceeding or (vii) otherwise become insolvent; or

(c) Cessation of Business. If either Party's business is prohibited or suspended, partially or totally, or if either Party suspends, ceases or threatens to suspend or cease to carry on all or a substantial part of its business; or

(d) Obligations. If either Party materially fails to perform any of its material covenants or obligations set forth herein or fails to cure such failure within a reasonable period of time (not to exceed sixty (60) days), after receipt of written notice from the other Party. (except for a Specified Key Man Loss as defined under the 2024 PSFA, for which the cure period shall be as set forth in the 2024 PSFA).

22. Remedies. If an Event of Default has occurred and is continuing, the non-defaulting Party may take any or all of the following actions:

(a) Any action or remedy provided for by applicable law.

(b) Terminate the Agreement for an Event of Default pursuant to the immediately preceding paragraph above. Subject to the provisions of the below paragraph entitled, “Injunctive Relief/Non-Disturbance/Quiet Enjoyment”, the rights and remedies of the non-defaulting Party hereunder, are cumulative and in addition to all rights and remedies provided under all agreements between Distributor, on the one hand, and CAS, on the other hand, in equity or otherwise. Neither any delay nor any omission by the non-defaulting Party to exercise any right or remedy shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or any exercise of any other right or remedy.

23. Indemnification.

(a) CAS agrees to defend, indemnify and hold harmless Distributor and its officers, directors, employees, investors, representatives and agents, from any damages and/or losses (including, without limitation, reasonable outside attorneys’ fees) resulting from or relating to any third-party claims arising from: (i) CAS’s exploitation of the CAS Reserved Rights, (ii) CAS’s exploitation of the NP Chosen App and any advertising, marketing, promotional or other materials created by CAS, (iii) any Non-Profit Organization’s exploitation of a Program (pursuant to a license or sublicense with CAS), (iv) CAS’ or its licensee’ use of the CAS Marketing Materials and/or (v) any material breach of a material representation or warranty of CAS contained herein which is not cured timely as provided herein.

(b) Distributor agrees to defend, indemnify and hold harmless CAS and its officers, directors, employees, investors, representatives and agents, from any damages and/or losses (including, without limitation, reasonable outside attorneys’ fees) resulting from or relating to any third-party claims arising from: (i) Distributor’s exploitation of the Licensed Rights, (ii) any advertising, marketing, promotional or other materials created by Distributor, and/or (iii) any material breach of a material representation or warranty of Distributor contained herein, which is not cured timely as provided herein.

(c) Each party’s indemnification obligations under this section are hereby expressly conditioned on the following: (i) the party requesting indemnity (“**Indemnified Party**”) provides the purported indemnifying party (“**Indemnifying Party**”) with prompt written notice of any such claim; (ii) the Indemnified Party permits the Indemnifying Party to control the defense of such action with counsel chosen by the Indemnifying Party (who will be reasonably acceptable to Indemnified Party); and (iii) Indemnified Party provides the Indemnifying Party with any reasonable information or assistance requested by the Indemnifying Party, at the Indemnifying Party’s expense. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect to which the Indemnified Party is or could be indemnified hereunder unless such settlement either: (A) includes an unconditional release of the Indemnified Party from all liability on all claims that are the subject matter of such proceeding or (B) is consented to in writing by the Indemnified Party (which consent shall not be unreasonably withheld).

24. Confidentiality. Distributor and CAS shall each keep confidential and retain in the strictest confidence and shall not disclose to any third party any of the terms of this Agreement or any confidential or proprietary information of the other Party that is now known or that may hereafter become known to either of them as a result of the arrangements under this Agreement (“**Confidential Information**”), without the written consent of the other, except (a) as required by law (provided that any Party so required shall provide the other Party with the contents of such disclosure as soon as reasonably practicable prior to making such disclosure); (b) to enforce a party’s rights hereunder; (c) to a party’s attorneys, accountants, agents, investors, potential investors, financiers (including, without limitation, their representatives), and other professional representatives who agree to be bound to the confidentiality obligations of this provision; or (d) in connection with any third party participations, accounting and audit rights, SEC or other disclosure requirements and tax and other reporting requirements. The provisions of this Paragraph 24 shall survive any termination or expiration of this Agreement. For clarity, nothing in this Agreement shall be deemed to interfere with each Party’s obligation to disclose any information pursuant to any audits or reporting or disclosure requirements or to report transactions with the appropriate governmental, taxing, and/or registering agencies.

25. Injunctive Relief; Non-Disturbance/Quiet Enjoyment; Take Downs; No Consequential/Punitive Damages.

(a) Injunctive Relief. Each Party's remedies for any breach of this Agreement shall be solely pursuant to the Mandatory Arbitration and related provisions set forth herein. exercise injunctive or other equitable relief shall be subject to the Mandatory Arbitration provisions hereof (including termination of the Agreement pursuant to an Event of Default pursuant to the provision of the Paragraph above entitled "Events of Default" above.

(b) Quiet Enjoyment. Notwithstanding anything to the contrary herein, each Party (and their respective licensees) shall have the continuing right of quiet enjoyment and non-disturbance of their respective licensing rights (i.e., the Licensed Rights and the CAS Reserved Rights) with respect to already-released programs and specifically as to licenses and sublicenses which are in place (that is, a termination of Distributor's rights hereunder shall not cause the termination of the licenses or sublicenses entered into by Distributor hereunder accordance with the terms hereof for programs which are already in release under such licenses or sub-licenses) ("**Released Program Quiet Enjoyment**"). For clarity, CAS' funding obligations pursuant to the 2024 PSFA are not rights to which Distributor or its Affiliates have any "quiet enjoyment" or "non-disturbance" rights hereunder or in any 2024 CAS Agreement. Neither Party shall exercise its rights hereunder in a manner that materially and adversely infringes upon Released Program Quiet Enjoyment under the licenses and sublicenses entered into by the other Party (or their respective licensees) or the exploitation thereof, subject to the Overspill Provisions.

(c) Take Downs. If any dispute arises as to whether any of either Party's use, exploitation or quiet enjoyment of their respective rights (i.e., the Licensed Rights and the CAS Reserved Rights) violates (or may violate) the rights of the other Party, the aggrieved Party agrees that it shall not issue to any person (other than the other Party) any so-called infringement notice or take-down demand (as such are set forth under the Digital Millennium Copyright Act) any similar law or act which demands that a person remove, restrict or limit the distribution of digital content (each a "**Take-Down Notice**") except as provided herein. Any Take-Down Notice shall first be submitted to the other Party, and the Parties shall use timely best efforts to resolve any dispute reflected in the Take-Down Notice. If the Parties cannot resolve such matter within fifteen (15) business days, then the aggrieved Party shall refrain from issuing any Take-Down Notice except upon the matter having been adjudicated pursuant to the binding arbitration provisions set forth in "Mandatory Arbitration" paragraph below.

(d) NO CONSEQUENTIAL OR PUNITIVE DAMAGES. IN NO EVENT SHALL EITHER PARTY (OR ANY AFFILIATE THEREOF) BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSS WHICH ANOTHER PARTY (OR ANY AFFILIATE THEREOF) MAY SUFFER OR SUSTAIN AS A RESULT OF ANY BREACH BY ONE PARTY (OR AN AFFILIATE THEREOF) OF THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY (OR ANY AFFILIATE THEREOF) BE LIABLE FOR PUNITIVE DAMAGES, THE RIGHT TO WHICH IS EXPRESSLY WAIVED BY EACH PARTY.

26. No Assignment.

(a) Subject to the Financing Proviso, prior to the end of the Key Man Term, neither Party may assign this Agreement or any of its rights hereunder or delegate any of its obligations hereunder without the prior written consent of the other Party, which shall not be unreasonably withheld (and with such consideration by each Party including the context of the relationship reflected in this Agreement); provided, that if a Project B Election to Proceed is effected (as provided in the 2024 PSFA), then such prohibition shall continue until the completion and delivery of Project B pursuant to such Project B Election to Proceed. Subject to the Financing Proviso, after the end of the Key Man Term, Distributor may effect an assignment of this Agreement without CAS' consent to surviving or successor entity(ies) directly resulting from a merger, acquisition, corporate reorganization, or sale of all or substantially all of the assets of Distributor ("**Reorg**"); provided that Distributor's obligations hereunder must be assumed by any such permitted assignee in such Reorg, and such Reorg must include the written agreement of the Key Man (of which CAS shall be a beneficiary) to continue to satisfy all of his obligations under this Agreement with such assignee in any such Reorg. Other than with respect to a permitted assignment (and assumption) in a Reorg or Financing Transaction, the duties comprising the Key Man Affiliation are not assignable or delegable. Any purported assignment made contrary to the terms of this Agreement (including any assignment for the benefit of creditors, or any assignment to a trustee pursuant to any bankruptcy or insolvency, or any unpermitted assignment or delegation of the duties comprising

the Key Man Affiliation) shall constitute a breach hereof and shall be void ab initio. Company in any event, shall not be obligated to accept any executory performances from, or render any executory performances to, any purported assignee of this Agreement in any bankruptcy. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Parties hereto.

(b) This Agreement and the Key Man Affiliation that is a condition hereof requires the personal services of and by the Key Man, and such personal services of the Key Man are inextricably connected to the services to be provided by Distributor hereunder. Other than specifically as provided and limited with respect to a Reorg or a Financing Transaction provided for herein, the duties and obligations of the Key Man under this Agreement are not assignable or delegable to any person without CAS' prior written consent (in its sole and absolute discretion), nor shall CAS be compelled to accept Distributor's performance hereunder (or pursuant to any Reorg or Financing Transaction) without the Key Man Affiliation. The Parties acknowledge that CAS's funding obligations under the PSFA are financial accommodations and are not assignable to any person without CAS' prior written consent (in its sole and absolute discretion). For clarity, the foregoing shall not be construed to prohibit Distributor's customary licensing or sub-distribution in the ordinary course of business in connection with its exploitation of the Licensed Rights, subject to any consultation and/or approval rights of CAS as set forth herein.

(c) Notwithstanding the foregoing subparagraphs (a)-(b), Distributor may reorganize its capital structure, including, without limitation, by one or more issuances of equity or debt-equity hybrid interests, and/or by a Reorg, so long as such transaction (or series of integrated transactions) makes available to Distributor, on commercially reasonable terms, a reasonable amount of working capital and liquidity to enable Distributor to satisfy its financial obligations as they come due (a "**Financing Transaction**"). A Financing Transaction shall not require the consent of CAS, so long as the following conditions are met with respect to such Financing Transaction (the "**Proviso Conditions**"): (i) if such Financing Transaction includes an assignment of this Agreement or any rights or obligations hereunder to a third party successor (such third party or successor, an "**Assignee**"), Distributor's obligations hereunder must be assumed in their entirety by any such permitted Assignee in such Financing Transaction; (ii) the Financing Transaction must include the written agreement of the Key Man (of which CAS shall be a beneficiary) to continue to satisfy all of Key Man's obligations under this Agreement (without delegation of Key Man's personal services) with such Assignee in any such Financing Transaction; (iii) Distributor and any Assignee (as applicable) must remain solvent (to the extent such entity remains in existence) immediately after giving effect to the Financing Transaction; (iv) a transfer or assignment in bankruptcy shall not qualify as a Financing Transaction; (v) a Financing Transaction may not violate the MTM Clause (as defined in the 2024 PSFA); and (vi) a Financing Transaction may not result in a Change of Control. This subparagraph (c) is referred to herein as the "**Financing Proviso.**"

27. Copyright. Subject to the provisions hereof, if any Person that is not a Party to this Agreement shall do or perform any acts that Distributor believes constitute a copyright infringement of any Program and/or of any Underlying Materials, or of the rights of Distributor and/or CAS therein, or if any Person shall do or perform any acts that Distributor believes constitute an unauthorized or unlawful distribution, exhibition or use thereof, then in such event, Distributor (upon notice to CAS) shall have the right to take such steps and institute or defend such suits or proceedings or take such other action as Distributor may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and generally to take such steps as Distributor deems advisable or proper for the full protection of the rights of the Parties with respect to such Program. Distributor may take such steps and institute or defend such suits or proceedings in its own name, or in the name of a designee, and/or in the names of the Parties jointly. CAS agrees to cooperate with Distributor in such suits or proceedings as reasonably required by Distributor.

28. Further Documents. The Parties shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this and each Party's respective rights and entitlements hereunder. CAS shall, concurrent with the execution of this Agreement, execute and deliver to Distributor the Memorandum of Amended and Restated License attached hereto and incorporated herein by this reference as Exhibit B.

29. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and shall be deemed to have been given, if such notice is provided as follows: (a) by deposit with the United States mail, certified, return receipt requested, upon deposit with a nationally recognized overnight carrier; (b) by personal delivery; or (c) by electronic mail (with confirmed receipt). Rejection or other refusal to accept or inability to deliver because of a changed address or email address of which no notice has been received shall also constitute service of notice. The Parties may change their respective addresses by sending written notice to the



other Parties in accordance with the foregoing; provided, however, that no written notice of change of address shall be effective until the date of receipt thereof. Physical and email addresses for the notices are as follows:

If to Distributor:

The Chosen, Inc.  
4 South 2600 West, Suite 5  
Hurricane, Utah 84737  
Attn: Brad Pelo  
Email: brad@thechosen.tv

and

Willkie Farr & Gallagher LLP  
2029 Century Park East  
Los Angeles, California 90067  
Attn: Andrew Kramer  
Email: akramer@willkie.com

If to CAS:

Come and See Foundation, Inc.  
6385 Corporate Drive, Suite 200  
Colorado Springs, Colorado 80919  
Attn: Ryan Dunham, COO  
Email: ryan@comeandseefoundation.org

With copies to:

Michael Barnes Esq.  
Barnes Law Firm  
24 West Camelback Road, #467  
Phoenix, Arizona 85013  
Email: MBarnes@BarnesLaw.US

and

Anthony Biller Esq.  
Envisage Law  
2601 Oberlin Rd, Ste 100  
Raleigh, NC 27608  
ajbiller@envisage.law

30. MANDATORY ARBITRATION; JURISDICTION.

(a) Subject to Mandatory Arbitration and the Rules, this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts entered into and performed entirely therein, without regard to any conflict of law principles; provided that if there is any conflict between such choice of law and the Rules or Mandatory Arbitration

provisions, the Rules and the Mandatory Arbitration shall control, and such choice of law may not adversely affect or vitiate the Mandatory Arbitration provisions hereof or the application of the Rules in such Mandatory Arbitration.

(b) The Parties hereto are Christians and believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church (see Matthew 18:15-20; 1 Corinthians 6:1-8). Therefore, the Parties hereto agree that any claim or dispute between them shall be settled by biblically based mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation (the “**Rules**”), to be held in a neutral local or such other mutually agreed upon location. Subject to the primacy of applying such Rules, the Parties will make best efforts to select an arbitrator who has substantial experience in adjudicating and/or arbitrating disputes in the motion picture and television industry. If the Parties are not able to locate an arbitrator with such experience, the Parties agree that the arbitrator may (and should) select a special master at the Parties’ shared expense with substantial experience in the industry to advise the arbitrator. The Parties further agree that for disputes forecast to involve less than \$100 million in controversy, the matter shall be resolved by a single arbitrator, and for matters in excess of \$100 million, the matter shall be resolved by a panel of three (3) arbitrators. (As used herein, the singular “arbitrator” includes the plural if applicable.) The arbitrator shall decide all issues and questions of whether a dispute or claim is subject to mediation and/or arbitration pursuant to the Rules and/or of the arbitrability (including the existence, validity, and scope of the arbitration agreement) and/or jurisdiction of a dispute or claim, pursuant to Rules 24 and 34. Judgment upon any such arbitration decision or award may be entered in and enforced by any court having jurisdiction thereof. If any dispute or claim is arbitrated, the arbitration award shall also provide for payment by the non-prevailing Party to the prevailing Party of all fees and costs incurred in connection with said arbitration, as well as the reasonable outside attorneys’ fees and costs incurred by the prevailing Party. These mandatory arbitration provisions are referred to collectively as “**Mandatory Arbitration**”.

(c) Each Party hereby irrevocably: (i) waives any objection which it may have as to determining the basis for jurisdiction in any claim, action or proceedings arising as a result of this Agreement or related thereto, including any claim for which the tribunal set forth above would be a forum non conveniens for the suit, action or proceedings; (ii) waives any right which it may have to initiate any claim, action or proceedings arising as a result of this Agreement before a court in its own domicile; and (iii) agrees as follows: WAIVER OF JURY TRIAL: EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, THIS AGREEMENT; and (iv) agrees that a final judgment issued in respect of such action, claim or process shall be conclusive and may be enforced by filing legal proceedings in any court in the jurisdiction to which the applicable Party and its assets are subject.

### 31. Miscellaneous.

(a) This Agreement constitutes the Parties’ entire understanding with respect to the subject matter hereof and it supersedes all prior statements, negotiations, agreements and understandings between or among the Parties, whether oral or written (and including respecting any third party or third party beneficiary). Other than as specifically set forth in this Agreement, no other purported agreement, statement, negotiation, assurance, inducement, understanding or promise between or among the Parties relating to the subject matter of this Agreement shall be valid or binding, nor provide any remedy to any Party relating to the subject matter of this Agreement. This Agreement shall be deemed jointly drafted by the Parties and each Party hereto will bear its own costs and expenses incurred in connection with the preparation, negotiation and execution of this Agreement. The Parties acknowledge that in entering into this Agreement they have not relied and will not in any manner rely upon any other agreements, other than those agreements specifically set forth in this Agreement or in any agreements referred to therein. No Person, whether or not an officer, agent, employee or representative of any Party hereto, has made for or on behalf of that Party any agreement, representation, warranty, statement, promise, arrangement or understanding not expressly set forth in this Agreement. This Agreement can be amended only by a written instrument signed by the Parties. Each provision of this Agreement will be considered separate and severable, and in the event that any such provision is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be in full force and effect without being impaired or invalidated in any way. This Agreement, and all rights and obligations hereunder, will be binding on and inure to the benefit of the Parties hereto and their respective successors, licensees, assigns, and Affiliates. Except as may be expressly set out in this Agreement, nothing herein is intended or shall be construed to confer on any person or entity other than the Parties, and their successors or assigns, any rights or remedies under or by reason of this Agreement, and there are no third-party beneficiaries hereof except as specifically, explicitly and intentionally provided by the terms of this Agreement. Angel Studios is not an intended third party beneficiary of this Agreement.

(b) The failure of any Party at any time or times to demand strict performance by another Party of any of the terms, covenants, or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof. Any Party may by written notice, at any time, demand strict and complete performance by the other Party of the terms, covenants, and conditions of this Agreement. A waiver shall only be effective if set forth in writing and signed by the Party to be charged with such waiver. No notice or demand on any Party shall entitle it to any further notice or demand in similar or other circumstances.

(c) Neither party shall take any action, nor exercise its rights in any manner, which will (or would reasonably be perceived by the other Party or the public as being) derogatory, scandalous or defamatory to either Party, or which would subject the Programs or the Licensed Trademarks to public ridicule or disapproval, or uses which portray (or would reasonably be perceived by the public as portraying) the underlying Biblical material in a derogatory, scandalous or defamatory manner, or in a manner which is a material deviation from the doctrines of biblical scripture, as they are traditionally understood and interpreted with modern evangelical audiences and institutions.

(d) This Agreement may be signed in counterparts and PDF documents and photocopies may be used as an original. Signatures of the parties so transmitted by PDF or other electronic means shall be deemed to be their original signatures for all purposes. The exchange of copies of this Agreement and of signature pages by PDF or other electronic means from which a paper replica can be generated shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

(e) Nothing herein contained shall constitute a partnership between or joint venture by any Party hereto, or constitute any Party the agent of the other Party. No Party shall hold itself out contrary to the terms of this subparagraph (e) and no Party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any Person not signatory to this Agreement, and this Agreement shall not be deemed to give any right or remedy to any such Person, whether referred to herein or not.

(f) The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. If and to the extent there is a conflict between the above paragraphs of this Agreement and any schedule or exhibit attached hereto, the more particular or specific expression or terms in the conflicting instruments shall control over those which are general. Commencing with Season 4 of The Chosen Series, if there is any conflict between the terms of any provision of the 2022 License Agreement and any provision of this Agreement, the provisions of this Agreement shall apply.

(g) CAS and Distributor (including through meetings of the Chosen Planning Council) shall from time to time review in good faith the application of Commercial Exploitation Gross Receipts provisions and other material terms hereof, CAS Ancillary Rights Royalty, TM Royalty, and other terms and implementation details of this Agreement with the objectives of ensuring that such terms and structure (i) avoid excise taxes to Distributor on excess benefit transactions under Section 4958 of the Code and the regulations thereunder, (ii) avoid providing an impermissible “private benefit” or “private inurement” to Distributor by CAS as an organization exempt from federal income tax under Section 501(c)(3) of the Code, and (iii) to the extent reasonably possible, comply, with an arm’s-length standard principles under Section 482 of the Code and the regulations thereunder (collectively, the “**Tax Objectives**”). If mutually agreed, CAS and Distributor or their representatives shall, individually, and if appropriate jointly, engage, or continue their engagements with, qualified independent third-party experts to assist in such review at CAS’ sole cost and expense. CAS and Distributor shall cooperate in good faith in providing all necessary information and documentation to facilitate such review and work in good faith to agree to any modifications to the Transaction Agreements to achieve the Tax Objectives. The Parties may, mutually acting in good faith, agree to further adjustments, refinements, and changes to the CAS Ancillary Rights Royalty, CAS Ancillary Rights Royalty, TM Royalty, and other terms of this Agreement based upon fair market value appraisals, comparables and industry standards.

(h) Upon and after expiration or earlier termination of the Term, any provision of this Agreement that, by its nature or express terms, is intended to survive such termination or expiration of the Term will survive.

[signature page follows]

**AGREED AND ACCEPTED:**

THE CHOSEN, INC.

COME AND SEE FOUNDATION, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Brad Pelo

Name: Ryan Dunham

Its: President

Title: Chief Operating Officer

\_\_\_\_\_

This Exhibit 10.2 includes certain identified information that has been redacted because it is both (i) not material and (ii) the type of information that the registrant customarily and actually treats as private and confidential. Where information has been redacted, it has been so indicated by a “[\*\*\*]”.

EXECUTION COPY

## PRODUCTION SERVICES AND FUNDING AGREEMENT

This Production Services and Funding Agreement (“**Agreement**”) is entered into as of June 13, 2024 (the “**Agreement Date**”), by and between Come and See Foundation, Inc. (“**Company**” or “**CAS**”), a North Carolina non-profit corporation, and The Chosen Texas, LLC (“**Producer**”), a Texas limited liability company, in connection with the television programs currently entitled “*The Chosen*” (“**The Chosen**”) and the potential production of an unproduced project currently designated as “*Project B*” (“**Project B**”). *The Chosen* and, if applicable, Project B shall each be referred to individually as a “**Program**” and collectively as the “**Programs**”. Company and Producer shall sometimes each be referred to herein as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Company owns certain intellectual property rights comprising *The Chosen* (subject to distribution rights to “TCI” [as defined below] in and to the Programs [the “**Distribution Rights**”]), and is hereby engaging Producer (including for the services of its Key Man, Dallas Jenkins) to provide production services for *The Chosen*, and to deliver the completed episodes of *The Chosen* (as well as Project B, if applicable) on a work for hire basis as provided herein;

WHEREAS, Producer and the Key Man have previously produced and delivered seasons 1, 2, 3 and 4 of *The Chosen*, including having done so on seasons 3 and 4 in connection with various agreements with Company;

WHEREAS, Producer is a wholly-owned subsidiary of The Chosen, Inc., a Delaware corporation (“**Producer Parent**” or “**TCI**”), and concurrently herewith, Producer Parent and Company are entering into an Amended and Restated Distribution License and Marketing Services Agreement (including the security agreements, mortgages, financing statements, exhibits, agreements and instruments delivered in connection therewith, the “**2024 DMA**”) with respect to *The Chosen* (and if applicable, Project B);

WHEREAS, Producer by this Agreement shall be producing upcoming seasons of *The Chosen*, and pursuant to the 2024 DMA the Producer Parent shall be distributing *The Chosen* (and if applicable, Project B), and the Parties desire to facilitate the efficient production and distribution of *The Chosen* (and if applicable, Project B) by the consummation of this Agreement and the 2024 DMA, including to facilitate Producer’s delivery of the Programs to Producer Parent and the permitted Program licensees of Producer Parent;

WHEREAS, the Key Man is an affiliate of each of Producer and Producer Parent, and his continued affiliation with Producer with respect to *The Chosen* (and if applicable, Project B) is provided for herein;

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THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### 1. CONCURRENT AGREEMENTS; SERVICES; PRODUCTION MATTERS.

(a) This Agreement is being entered into with the following agreements (collectively, “**Transaction Documents**”): (i) this Agreement; (ii) the Asset Purchase Agreement between TCI and CAS dated as of May 13, 2024 (including the security agreements, mortgages, financing statements, exhibits, certificates, schedules, payment directions, control agreements, collection accounts and instruments delivered in connection therewith, the “**2024 CAS APA**”); (iii) the 2024 DMA; (iv) [omitted]; (v) the Key Man Acknowledgement (defined herein) by a designated control person of TCI and Producer; and (vi) the Security Agreement, the Security Documents and such other ancillary agreements, schedules, exhibits, filings, instruments, security agreements, mortgages, account control agreements, payment directions, recordings and certificates as are set forth in and delivered in connection with the consummation of the transactions set forth in the above agreements (i)-(v). The Transaction Documents are sometimes collectively referred to herein as the “**2024 CAS Agreements**.”

(b) Company hereby engages Producer (subject to Key Man Affiliation) to produce and deliver each episode (herein, a “**The Chosen Episode**”) of seasons 5, 6 and 7 of *The Chosen* (each, a “**Season**”) in accordance with the provisions hereof (“**The Chosen Services**”). If a Project B Election to Proceed (as defined herein) is effected (whether in the format of one more or more feature-length motion pictures or an episodic series) (herein, a “**Project B Episode**”), then each motion picture and/or each season(s) of such Project B production shall be produced and delivered by Producer as set forth herein (the “**Project B Services**”). The Chosen Episode and Project B Episodes shall each be referred to as an “**Episode**” for the purposes of including such production of Project B under the terms of this Agreement. *The Chosen Services* and the Project B Services hereunder are referred to herein each as the “**Services**”.

(c) Such Services by Producer (including the Key Man’s services) hereunder shall include all customary production services for development, pre-production, principal photography, post-production and delivery of the subject program, in the materially similar form and of the same quality of the prior seasons of *The Chosen* and the standards and practices of applicable first class comparable scripted dramatic series programing in the United States network television or streaming industry (and if Project B is produced as provided hereunder as a motion picture(s), in the United States theatrical motion picture industry) (herein, “**Production Standards**”).

(d) Producer shall cause the production and delivery of the Programs pursuant to the Production Standards and, as related to *The Chosen*, in accordance and compliance with the time periods set forth in the production and delivery schedule set forth in Schedule PDS hereto (as may be extended pursuant to “Excluded Factors” (as defined below)) (“**Production and Delivery Schedule**”).

(e) A fundamental condition of the engagement of Producer hereunder (and continuation of the engagement of Producer) to perform *The Chosen Services* on a *The Chosen Episode* is that the Company has obtained and shall continue to maintain (at all relevant times) the services of Dallas Jenkins (the “**Key Man**”) as the show runner of *The Chosen* and each Episode thereof (meaning without limitation, the Key Man acts as the showrunner and director of each Episode, and as a credited writer of each Episode), with such priorities and exclusivities applicable to the Key Man as provided herein. Such would also apply to Project B if produced hereunder as an episodic series; or if produced as a motion picture(s), then the Key Man would be required to render the Project B Key Man Services of such theatrical motion picture(s) comprising Project B. For clarity, if the foregoing services by Key Man are not rendered for Project B, the status hereunder of the Episodes of *The Chosen* would not be affected. Producer shall at all relevant times retain the services of the Key Man in connection with *The Chosen* so as to effect and maintain the Key Man Affiliation (as defined herein).

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(f) As used herein, a “**Chosen-Branded Program**” means any motion picture, television program or other content which includes or incorporates the Chosen Brand into its title, logline or other identifying trade elements; or a program for which a Trademark Attribution exists. A “**Licensed Trademark**” has the meaning set forth in the 2024 DMA. The “**Chosen Brand**” shall mean: (i) the Copyrights and Licensed Trademarks defined in or set forth in the 2024 DMA or its schedules and exhibits; (ii) the goodwill associated with or flowing from such Copyrights and Licensed Trademarks, including, without limitation, goodwill respecting the use of the Copyrights and Licensed Trademarks; and/or (iii) the right to associate with the Licensed Trademarks. A “**Trademark Attribution**” means the use or incorporation in a program title, logline or identifying trade elements, of any the following (or phrasing substantially similar thereto) attributes: “The Chosen”; “The Chosen Presents;” “A Chosen Production;” “In association with The Chosen;” “Presented by The Chosen;” “A Chosen Universe production,” and phrases of similar import to the extent they are used in a material manner by Producer to market or promote a program (that is otherwise neither a Chosen-Branded Program nor a Derivative Production) so as to associate such other program with The Chosen, the Chosen Brand or the Licensed Trademarks. [\*\*\*]

(g) Project B. If prior to the date that is three (3) years after the outside delivery date of the last episode of Season 7 of *The Chosen* (the “**Project B Election Period**”), Producer has presented to Company a commercially reasonable production package of reasonable detail for the production of Project B which satisfies all of the following conditions (the “**Project B Package**”), then upon Company’s making a written acceptance thereof if it reasonably believes the production package satisfies such conditions (such review by Company (i) not to be unreasonably delayed and (ii) to be exercised in a good faith commercially reasonable manner), the potential Project B production (as presented in such materials) shall be deemed to be covered by this Agreement as referred to herein, and Company shall fund such Project B production, and Producer shall produce such production, each in accordance with the provisions hereof (including subject to all of Company’s rights herein applicable to *The Chosen* [excluding the Key Man Affiliation, but subject to the Project B Key Man Services]): (i) the provision of services of the Key Man has been agreed (in form and substance that is satisfactory to Company in its sole and absolute discretion) in writing for the Key Man to render creative writing and directing services on a first-priority basis on such production(s) (and on an exclusive basis during principal photography of such production(s)) (the “**Project B Key Man Services**”); (ii) none of Producer, Producer Parent or Key Man is in uncured, material breach of its obligations hereunder; (iii) Producer presents Company with a commercially reasonable distribution plan for such production, which is acceptable to Company in its sole and absolute discretion (with the 2024 DMA being presumptively deemed to be a commercially reasonable distribution plan); (iv) the all-in production costs of such production (presented in reasonable detail) are not greater than the maximum budget amount

provided for herein for such production; (v) all of the Production Integrity and Production Conditions provided for herein (including without limitation, the requirement of a BAC-Approved screenplay) shall be satisfied by such production; and (vi) Producer is not insolvent. Company and Producer acknowledge that the subject matter of the potential production and funding of Project B shall from time to time be an agenda item for review by the Chosen Planning Council. The agreement of the Parties to proceed with the production and funding of Project B, if it occurs, is referred to as a “**Project B Election to Proceed**”. Upon the earlier of Company’s election to not effect a Project B Election to Proceed or the expiration of the Project B Election Period (the “**Project B Rights Expiration**”), subject to the “Project B Changed Elements Rights” (defined below), then Producer shall have the right to proceed to development and production of Project B and Producer shall have no further obligations of any kind or nature to Company in connection with Project B pursuant to this Agreement or the 2024 DMA (except as provided below) including, without limitation, Company shall have no further right of first negotiation or changed elements protection pursuant to the [\*\*\*] Project Right of First Negotiation and Project B shall be deemed an excluded project (i.e., not a “Derivative Production” [as defined below]); provided that Producer shall be entitled to, and upon the Project B Rights Expiration CAS shall execute and deliver to Producer (subject to good faith negotiation between the Parties), a commercially reasonable industry-standard *gratis* license(s) of protectable elements of *The Chosen* for use in and in connection with Project B and/or the programs which comprise Project B, in perpetuity, for use in all media (whether now known or hereafter created) throughout the universe, pursuant to which various specific production and/or copyrightable elements (e.g., the same cast, characters, etc.), and/or specific scene clips (if requested) from *The Chosen* shall be licensed *gratis* to Producer. If, prior to the expiration two (2) months from and after the date of Company’s election to not effect a Project B Election to Proceed with respect to such BPA Package, there are any “Changed Elements” (as defined below) and provided that Producer has not theretofore entered into any agreement with a *bona fide* third-party for the development, production, financing or distribution of Project B, then Producer shall submit the Project B Changed Elements to Company and Company shall have five (5) business days following Producer’s submission of the Project B Changed Elements to effect a Project B Election to Proceed (as used herein the “**Project B Changed Elements Rights**”). Notwithstanding the foregoing, in the event Producer or Producer Parent (or a permitted successor or assignee) produces or exploits Project B after any Project B Rights Expiration (i.e., if Project B is a Chosen-Branded Program), Company shall remain entitled to the “TM Royalty” as defined in the 2024 DMA in connection with Project B.

(h) Chosen Planning Council.

(i) As used herein, “**Chosen Planning Council**” or “**CPC**” shall mean the Chosen Planning Council that is established and maintained as set forth in the 2024 CAS APA. (The 2024 CAS APA sets forth certain reserved rights for CAS if the Chosen Planning Council is not established to the mutual approval of Producer Parent and CAS within 60 days of the Agreement Date.) The Chosen Planning Council shall be comprised of three (3) members of the board of the directors of TCI plus an executive officer of TCI; and three (3) members of the board of directors of CAS plus an executive officer of CAS. The CPC shall address those various matters as provided herein and under the 2024 DMA. With respect to this Agreement, the Chosen Planning Council shall: (i) serve, as between the Parties, to coordinate, collaborate, communicate and guide the production, marketing and distribution of *The Chosen* and the strategic and long term planning of *The Chosen*, (ii) address the specific matters set forth in the following subparagraph (h)(ii), and (iii) shall meet monthly for the first six months after being established and thereafter as frequently as the CPC deems reasonably necessary.

(ii) The Parties agree that the Chosen Planning Council shall from time to time address the matters below respecting this Agreement, and that Producer shall actively and meaningfully coordinate, collaborate and communicate with the CPC with respect to following items: (i) the production, delivery and funding of the Programs hereunder, including coordination with related matters under the 2024 DMA; (ii) Project B and any proposed Election to Proceed thereunder; and (iii) other matters referenced herein as being subject to Chosen Planning Council guidance (collectively, the “**CPC Purview**”). The Chosen Planning Council retains the authority with respect to the matters under the CPC Purview, and Producer and CAS shall coordinate, collaborate and communicate with the Chosen Planning Council with respect thereto, including through their respective executives. If there is a disagreement between Producer and CAS as to a specific action required with respect to CPC guidance on a matter under CPC Purview, either Producer or CAS may refer the disagreement to the Chosen Planning Council for resolution; and if the Chosen Planning Council cannot resolve the matter, the Chosen Planning Council (or any appointees thereto) may refer the matter in dispute to Key Man and a person designated in writing (email shall suffice) by CAS (the “**CPC Referral Group**”) for their mutual agreement to resolve the disputed matter, and the Parties will each act in accordance with such dispute resolution made by the Chosen Planning Council or (if applicable) the CPC Referral Group.

(iii) The Chosen Planning Council (and the CPC Referral Group) shall not be deemed to control the business of either CAS or Producer. A CAS representative’s participation in the Chosen Planning Council (or CPC Referral Group) shall not impose or imply that such person has any fiduciary duty or other duty to any person other than CAS, and such CAS representative’s good faith fiduciary duties owing to Company, are hereby acknowledged. A Producer (or Producer Parent) representative’s participation in the Chosen Planning Council shall not impose or imply that such person has any fiduciary duty or other duty to any person other than the

Producer or Producer Parent, and such Producer and/or Producer Parent representative's good faith fiduciary duties owing to Producer and/or Producer Parent, as applicable, are hereby acknowledged. Each and every approval right of CAS under this Agreement (or any other 2024 CAS Agreement) shall be and remain exercisable by CAS as set forth herein, even if CAS from time to time refers such subject matter to the Chosen Planning Council or the CPC Referral Group. Neither this Agreement nor any other Transaction Documents amends the certificate of formation, organizational agreement or operating agreement of Producer, nor the certificate of incorporation or bylaws of TCI; and the actions of the Chosen Planning Council (and CPC Referral Group) shall not be deemed to effect any amendment to such organizational documents.

(iv) Producer shall share on a timely basis all relevant information respecting the Programs with the Chosen Planning Council and the Key Man, in order to reasonably and in good faith facilitate the affairs of the Chosen Planning Council. Producer shall perform its Services hereunder with respect to the Programs in accordance with the instructions of TCI.

2. TERM. (a) The term of this Agreement (the "**Term**") shall commence as of the Agreement Date and shall continue until the outside date set forth on the Production and Delivery Schedule for Producer to complete and fully deliver the last episode of Season 7 of *The Chosen* to Company. Producer shall deliver to Producer Parent all materials and elements created by Producer required to enable Producer Parent's to effect timely delivery to its distributors and subdistributors, as applicable from time to time ("**Delivery**"). If a Project B Election to Proceed is made, then the Term shall be extended to such time as the Delivery of the initial Project B Episode is supposed to be effected by Producer in accordance with the Production and Delivery Schedule (or such other delivery date as may be agreed by the Parties in connection with applicable Episodes (or motion pictures) comprising Project B as set forth in the Project B Election to Proceed). If the Project B Election to Proceed (as made or approved by CAS) for the applicable Episodes (or motion pictures) comprising Project B include a delivery date for an anticipated subsequent Project B Episode, then the Term shall extend to such delivery date for such applicable Episodes (or motion pictures) comprising Project B as set forth in the Project B Election to Proceed. References herein to "Project B, if applicable" or similar phrasing shall refer to the circumstance of Project B becoming a covered project hereunder on account of a Project B Election to Proceed.

(b) Company and Producer may, in their respective sole and absolute discretion, agree to extend the Term.

### 3. PRODUCER ROLE; OTHER PROJECTS; LIMITATIONS.

(a) So long as Producer is performing the material Services (including the requisite services pursuant to the Key Man Affiliation) as related to the applicable Program and is not in uncured, material breach hereunder, Producer's engagement hereunder to provide the Services (including the services of Key Man pursuant to the Key Man Affiliation as related to *The Chosen*) shall continue in connection with each and every Episode and Season of *The Chosen* and, if applicable, Project B, as the lead producer of such Episodes and Programs, including the exclusive producer services of Section 3(b) hereof. The Key Man's services as show runner for *The Chosen* (and if a Project B Election to Proceed is effected, the Project B Key Man Services, for Project B) are not delegable. Upon any material, uncured breach of Producer's obligation to provide the Services hereunder (including providing the requisite services of the Key Man pursuant to the Key Man Affiliation), Company shall have the remedies provided for herein.

(b) Producer's Services are and shall be first priority on the Programs and each Episode, to any other development or production of any other project. So long as Producer is not in uncured, material breach hereof (and including that the Key Man continues as the show runner of each *The Chosen* Episode and as the director of each *The Chosen* Episode and as a writer and producer of each *The Chosen* Episode and continues to render the Project B Key Man Services [if applicable]), Producer shall be and continue as the exclusive producer of the Programs, and Company shall not engage any person or company to provide material writing, directing, producing or production company services on such Programs (except for the Company Producer as provided herein, or to the extent that Company is exercising its legal remedies with respect to an Event of Producer Default hereunder).

(c) During the Term, Producer (and Key Man) may render development and/or production services on other content, programs and/or productions for exploitation in any and all media other than the Programs (a "**Non-Series Program**") so long as the provision of such services (i) does not interfere with the development or production of the Programs in accordance with the Production Standards or the Production Integrity Obligations and (ii) does not interfere with the delivery of the Episodes in compliance with the delivery dates set forth in the Production and Delivery Schedule.

(d) During the Term, the Key Man's [\*\*\*], shall not be a violation of this Agreement or the Key Man Affiliation, so long as the Key Man's provision of services thereunder (i) does not interfere with the development or production of the Programs in accordance



with the Production Integrity Obligations or the Production Standards, and (ii) does not interfere with the delivery of the Episodes on the terms hereof and in compliance with the delivery dates set forth in the Production and Delivery Schedule for *The Chosen*.

Company may seek and shall be entitled to rely upon the assurances (or lack thereof) of the Key Man with respect to the non-interference requirements of the preceding two paragraphs.

(e) Any Non-Series Program that Producer elects to produce or co-produce during the Term that is a Chosen Branded-Program [\*\*\*] (“**Chosen-Branded [\*\*\*] Project**”) shall be subject to and conditioned upon the following (collectively, the “**Chosen-Branded [\*\*\*] Project Conditions**”):

- i) [\*\*\*]
- ii) [\*\*\*]
- iii) [\*\*\*]
- iv) [\*\*\*]
- v) [\*\*\*]
- vi) [\*\*\*]
- vii) [\*\*\*]
- viii) [\*\*\*]

#### 4. PRODUCTION FUNDING.

(a) Production Funding. Schedule AB sets forth the aggregate budget amounts and caps for The Chosen (each a “**The Chosen Advance Budget Amount**”); and for Project B (if an Election to Proceed is made respecting Project B), (the “**Project B Advance Budget Amount**”). The Chosen Advance Budget Amount and the Project B Advance Budget Amount are assumed to, and shall, reflect the production of the subject programming in a materially similar quality and form of Seasons 3 and 4 of *The Chosen* and the standards and practices of applicable first class comparable scripted dramatic series programming in the United States network television or streaming industry (and if Project B is produced as provided hereunder as a motion picture(s), in the United States theatrical motion picture industry). So long as Producer is performing its Services hereunder and is not in uncured, material breach hereunder, Company shall fund each such season of *The Chosen* and Project B, in accordance with the Approved Budget (defined herein) and Approved Cash Flow Schedule (defined herein) for each such program. There are no intended third party beneficiaries of Company’s various agreements and assurances to provide funding, other than (i) Producer, (ii) a third party who in Company’s discretion is provided a written assurance from Company.

(b) Producer shall present Company with Producer’s initially proposed budget for each Season of the Programs, including for each Episode of such season, not later than ninety (90) days prior to commencement of production of such season (each, an “**Initial Budget**”). The Initial Budget submitted by Producer shall not exceed the Chosen Advance Budget Amount (or for Project B, the Project B Advance Budget Amount), as more fully set forth on Schedule AB. Company shall not be required to cash-flow any Production Subsidies (defined in Schedule AB). Such Initial Budget shall present the budget for each of the Episodes of the season, as well as the season as a whole, presented in such best detail as Producer has created as of the time of such submission (e.g., on Movie Magic or such other budgeting software as is customary and reasonable) (“**Budget Detail**”). Any overhead or administrative costs or fees of Producer shall be clearly reflected in such Initial Budget, as well as any allocation formula which Producer proposes to use in such Initial Budget.

(c) Company shall from time to time designate in writing a Company Producer (provided for herein) to whom such budget and cash flow materials shall be provided. The Chosen Advance Budget Amounts (and, if applicable the Project B Advance Budget Amount) shall be sometimes be referred to herein as the “**Advance Budget Amount**” for the applicable Season of the applicable Program (or motion picture, if applicable). Company’s obligation hereunder to fund each Season of *The Chosen* (or Project B, as applicable) shall not exceed the Advance Budget Amounts (as provided in Schedule AB).

(d) Company shall review the Initial Budget for each Season to make such comments or input as it deems reasonable and appropriate (including as to an Episode budget, in Company’s good faith discretion), including for CAS to ascertain that the proposed production budget is reasonably sufficient to produce the BAC-Approved screenplay in reasonable conformity with the Production Standards. If Company approves such Initial Budget, it shall be deemed an Approved Budget (defined herein), subject to the remaining terms hereof. If the Initial Budget (with Budget Detail) is in reasonable conformity with Production Standards and the Production and Delivery Schedule and is equal to or less than the Chosen Advance Budget Amount for such season (or for Project B, the Project B Advance Budget Amount), then such Initial Budget shall presumptively be deemed approved by Company, subject to the remaining terms provided herein. If Company rejects an Initial Budget, Company and Producer shall confer meaningfully without delay with respect thereto, in good faith in order to arrive at an Approved Budget. Producer shall provide Company with each material update to the Initial Budget (or if an Initial Budget has been approved, as to an Approved Budget. Such updates, to the extent material, shall be provided not less than monthly; and beginning one month before production, not less frequently than weekly; and during production, as each revised budget is prepared by Producer.) Company shall timely review and in the event the revised budget and, if any, make timely comments or input as Company in its discretion deems appropriate. Any Approved Budget is not anticipated to reflect a contingency reserve of greater than 10% of the otherwise budgeted amounts, and subject to Company’s reasonable approval, including any greater or lesser contingency or reserve.

(e) Working from the Initial Budget (and including due regard for any deemed presumptive approval provided for hereunder), the Company and Producer shall use timely good faith efforts to agree an “**Approved Budget**” for the Season (and each Episode), anticipated to be approved within twenty-one (21) days after Producer’s submission of the Initial Budget. Such Approved Budget shall require the Budget Detail (and a detailed, line-by-line budget and not a so-called top-line budget.) The budget shall only be deemed an “Approved Budget” when it is approved in writing by Company, and an Initial Budget that is presumptively deemed approved shall become an Approved Budget as such detailed, line-by-line budget items are populated). Producer may in its ordinary course of providing Services, in good faith allocate reasonable amounts of reserve/contingency to cover unanticipated line-item or category overages; but Producer may not make material re-allocations of Approved Budget items (e.g., make a material increase to one line item or category, offset by reduction(s) to other line items or categories) without review by Company, if such would adversely affect Production Standards. Producer shall give immediate written notice to Company if Producer anticipates that an Approved Budget of a season (or motion picture) will be exceeded (including after application of any reserve/contingency, or if an overage in an Episodic budget is likely to cause an overage in the seasonal budget).

(f) Beginning with Producer’s presentation of the Initial Budget to Company, Producer shall provide Company with a written proposed cash flow schedule for such Season (“**Initial Cash Flow Schedule**”), with email sufficing. As the Producer updates the Initial Budget or Approved Budget, Producer shall provide Company with requisite changes to the cash flow schedule. Company shall timely review the Initial Cash Flow Schedule and each revised cash flow schedule and, if any, make timely comments or input (if any) as it determines in its sole discretion. The Company and Producer shall use timely good faith efforts to agree a Company-approved cash flow schedule (the “**Approved Cash Flow Schedule**” from the Initial Cash Flow Schedule and any updates for the Season (and each Episode), anticipated to be agreed concurrently with the Approved Budget. A cash flow shall only be deemed the “Approved Cash Flow Schedule” when it is approved in writing by Company. With regards to the Approved Cash Flow Schedule, Company and Producer shall consult in good faith as to a funding schedule from Company (in accordance with reasonable industry custom and practice), including any advance or deposit amounts required (i.e., talent escrows) and shall include the particulars of any such funding advance or cushion in the Approved Cash Flow Schedule (i.e., funding of needed cash flow some days or weeks in advance, and/or with reserves).

(g) Company shall fund the Approved Budget of each Episode of a Season (or motion picture) of the Programs in accordance with the Approved Cash Flow (which for clarity, each of which must have been approved in writing by the Company). If there is no Approved Budget or Approved Cash Flow (i.e., Company in its discretion shall not have approved of a proposed budget or a proposed cash flow), then Company shall not be obligated to fund such Episode or the season of the Programs of which it is a component. So long as Company has approved. So long as there is an Approved Budget and an Approved Cash Flow Schedule (and so long as there is no uncured Event of Producer Default), Company shall provide reasonably requested assurances of creditworthiness as are customary, reasonable and necessary to provide material third party vendors and talent with financial assurances that the Approved Budget amount is available for expenditure in accordance with the Approved Cash Flow Schedule. Producer acknowledges that based upon its prior

production collaboration with Company, it considers Company to be a creditworthy funding source, and because of Producer's existing accounts and relationships with vendors, any such financial assurances to third parties are anticipated to be limited, if any (for example, talent holding fees). Company shall not be required to make any assurances to any licensee or prospective licensee of the Programs. The foregoing notwithstanding, nothing herein (express or implied) creates or is intended to create any obligation of Company to become a signatory to any guild, union or collective bargaining agreement or any performing rights society, nor to guaranty any financial obligations of Producer or any contractor of Producer respecting any such guild. In the event any guild requests that Company provide financial assurances or other documents from Company with respect to *The Chosen*, Producer and Company shall cooperatively meet and confer with each other in good faith to resolve such guild requests towards the mutual objective of the continuation of production of *The Chosen*.

(h) Prior receipt of Producer's continuing "**Production Representations and Warranties**" set forth on Schedule PRW hereto, certified and delivered by Producer to Company at the time of the Approved Budget and the Approved Cash Flow (and in any event before the commencement of production of each season of the Programs.)

(i) The Company in its reasonable and good faith discretion consistent with prudent procedures, may determine the manner in which material Approved Budget remittances (in excess of \$1 million in any one payment or \$3 million to any one vendor during a season's production) are made to such vendor. Regardless thereof, Company (via the Company Producer provided for herein) shall have real-time full access on a continuing basis, to the production accounting and disbursement records of each Episode and season. Producer shall make timely payments to all its vendors, in accordance with the Approved Budget and the Approved Cash Flow Schedule.

(j) The actual development, production and post-production costs for a Season (or motion picture) of the Program (i.e., each of *The Chosen* and, if applicable, Project B) through and including complete delivery to Company by Producer are referred to herein as the "**Final Cost of Season**". If the Final Cost of Season of a season (or motion picture) of the Programs is less than the Approved Budget for such applicable Season (or motion picture) (such amount, if any, an "**Underage**"), Company and Producer shall each be entitled to receive an amount equal to Fifty Percent (50%) of any such Underage. Unused contingency reserve (reflected in the Approved Budget) shall be considered an Underage, and Producer shall be entitled its share thereof, but Producer shall not be entitled to a Production Services Fee on unused contingency for which the Underage fee is payable.

(k) Company is a registered non-profit company, and Company's funding provided for herein is subject to the continuing condition that the funding be used only for charitable, educational, religious and/or scientific purposes, including the development, production and post-production of the Programs.

(l) Producer may not seek or utilize any production funding in excess of the Approved Budget, including any advances from any licensee or other person. Any such advances would be revenues hereunder subject to the accounting provisions hereof and shall not be used to cover production expenses or overages.

(m) Schedule AB addresses the applicability of Production Subsidies to the Approved Budget amounts and Approved Advance Budget amounts.

(n) For clarity, Company has no obligation (to Producer or any other person) to fund any amount in excess of the Advance Budget Amount or Approved Budget of a Program. There are no third-party beneficiaries of Company's funding obligations hereunder. Producer does not have the authority to make any financial or funding commitments to any person, for or on behalf of or binding upon the Company.

## 5. COMPENSATION

(a) Production Services Fee. In connection with each season (or motion picture) of the Programs (i.e., each of *The Chosen* and, if applicable, Project B), Company shall pay to Producer the "Production Services Fee" as defined and in accordance with the provisions of Schedule PSF attached hereto and incorporated herein by this reference (the "**Production Services Fee Schedule**").

(b) The Production Services Fee shall be calculated, accounted and paid in accordance with the provisions of Schedule FAS attached hereto (the "**Fee Accounting Schedule**"). The Approved Budget (and the Advance Budget Amount) is a capped amount for

purposes of the Production Services Fee, and for clarity, any Overages (including any which might be approved by Company) will not be added to the Final Cost of Season for purposes of calculating the Production Services Fee. Ninety-five percent (95%) of the Production Services Fee shall be payable to Producer in accordance with the Approved Cash Flow Schedule, with the final 5% (“**Fee Holdback**”) being payable upon Delivery of the applicable Season (or motion picture) of the Programs.

(c) Taxes and Withholdings. The Approved Budget of each season shall reflect all taxes and withholdings due, depositable or payable on account of the production of such season, including all Guild payments, and Producer shall remit all such amounts in a timely to the respective taxing authority in accordance with the Approved Cash Flow Schedule.

6. OVERAGES/ENHANCEMENTS. Producer shall be responsible for all amounts necessary to complete and deliver the Programs in excess of the Approved Budget (“**Overages**”); *provided*, that enhancements (meaning specific cost increases which are set forth in a timely written request by Producer, together with such written justification (including from the Key Man, if directly related to matters under Key Man’s responsibilities) as to why such proposed enhancement is specifically creatively beneficial to the production), which in response to such request are approved by Company in advance in writing (“**Enhancements**”), shall be deemed added to the Approved Budget and funded by Company. Producer shall present to Company in a timely and good faith manner, and the Parties shall thereupon discuss in good faith, the Company’s potential funding of one or more Overages to the current Approved Budget, with the mutual good faith objective of enabling the completion of the production and delivery of the current Program then in production. Any agreement by Company to fund such Overages, and the terms upon which Company might agree, shall be in Company’s sole and absolute discretion, exercised in good faith along with Producer’s good faith in presenting such Overage to Company. Notwithstanding anything to the contrary contained herein, Producer shall not be responsible for Overages caused by Excluded Factors.

## 7. OWNERSHIP OF RIGHTS.

(a) All of the results and proceeds of Producer’s Services (without regard to whether Producer or Producer’s employees or any other third party perform such services) shall be deemed a “work made for hire” specially ordered or commissioned by Company in connection with the Programs in accordance with US copyright law and otherwise; and all rights in and to the Programs and any physical materials relating to or embodying the Programs shall vest solely in Company as the “author” thereof irrevocably upon creation or acquisition by or for Producer without any further act or instrument by any person; and Company shall from inception own all rights, title, and interest in and to the foregoing without any claim, lien, or encumbrance in favor of any person (other than the customary liens of laboratories for services and facilities, other than customary liens granted to any Guild to which Producer and/or Producer Parent is a counterparty). Without limiting the foregoing, Company shall for all purposes be the absolute owner of the same and Producer hereby grants to Company without reservation, condition or limitation, all rights of every kind and nature in and to all ideas and other elements included in or relating to the Programs, the results and proceeds of Producer’s Services and each element thereof (but excluding the “Tangible Assets” [as defined below]) (collectively, “**Proceeds**”) including, without limitation, any and all contracts, agreements, assignments, documents and/or other instruments pursuant to which Producer may have heretofore or may hereafter acquire any right, title or interest of any kind in and to the Programs; any and all releases, warranties and indemnities acquired by Producer in connection with the Programs; any and all rights of copyright and extension and renewal of copyright therein, perpetually, in any and all languages, throughout the universe, in any and all media whether now known or hereafter devised; and the unlimited and absolute right, in Company’s sole discretion, to edit, add to, subtract from, modify, dub, translate and subtitle in all languages the Programs or any element thereof and to combine the results and proceeds of Producer’s Services or any element thereof with material furnished or created by others and to use the results and proceeds of Producer’s Services in promotion, marketing and advertising of the Programs and in merchandise, sound recordings, commercial/promotional tie-ins and in partnership marketing campaigns. Producer expressly waives any so-called rights of *droit moral*, moral rights of authors and similar rights and agrees to use reasonable efforts to provide in all agreements entered into with any third parties in connection with the Programs that such third parties waive such rights. All rights granted by Producer under this Agreement, including without limitation all rights in and to the results and proceeds of Producer’s Services, are irrevocable and shall vest and remain vested in Company and shall not be subject to rescission whether this Agreement expires in normal course or is sooner terminated for any cause or reason, including without limitation any termination of this Agreement. If under any applicable law the fact that the Proceeds are a “work made for hire” is not effective to place sole authorship and sole ownership of the Programs and all rights therein in Company, then to the fullest extent available and for the full term of protection otherwise accorded to Producer under such applicable law, Producer hereby irrevocably and perpetually assigns and transfers to Company all right, title and interest in and to the Proceeds (and all rights and properties comprising the Programs) of every kind and nature now known or hereafter devised.

(b) The foregoing work for hire provision shall not imply that Company owns Producer’s physical props, stages, sets, wardrobe, real estate, fixtures, emblems and equipment which are now or hereafter may be created by Producer in connection with the Services rendered hereunder (the “**Tangible Assets**”), which for clarity are hereby expressly reserved by Producer and Producer Parent.

(c) Producer shall execute any and all further documents or instruments consistent herewith which Company deems reasonably necessary and proper to record the ownership of Company and otherwise carry out the purposes of this Agreement. Producer hereby appoints Company as its lawful attorney in fact with full right of substitution and the full right and authority to execute and deliver the same, which appointment is hereby declared to be a power coupled with an interest and shall be irrevocable under any and all circumstances. Company shall use good faith commercially reasonable efforts to afford Producer with five (5) days advance written request and notice prior to Company's exercise of its power of attorney hereunder. If Company executes any documents on Producer's behalf, Company shall provide a copy(ies) of such document(s) to Producer upon written request therefor; provided, that any inadvertent failure of Company to provide such copies shall not be deemed a breach hereof.

## 8. FUNDAMENTAL CONDITIONS AND PRODUCTION OBLIGATIONS.

(a) Production Integrity Obligations. Producer shall at all times substantially perform and discharge, and cause its "Affiliates" (as defined below) to at all times substantially perform and adhere to, the "**Production Integrity Obligations**" set forth in Schedule I attached hereto and incorporated herein by this reference, and Producer acknowledges and agrees that the Production Integrity Obligations are a fundamental element of this Agreement. Producer acknowledges that the Key Man Affiliation includes substantial personal service performances required of the Key Man, and Producer shall use good faith efforts to cause the Key Man to perform and adhere to the Production Integrity Obligations. As used herein, "**Governmental Authority**" means any federal government, state, municipal, or other political subdivision thereof, any central bank (or similar monetary or regulatory authority) and any entity exercising executive, legislative, judicial, regulatory or administrative authority of or pertaining to government; "**Person**" means any individual, corporation, partnership, trust, unincorporated organization, joint stock company or other legal entity or organization and Governmental Authority; "**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. Without limitation, Producer's Affiliates include TCI, the Key Man and the Affiliated ProdCos (as defined below).

(b) Production Conditions. Producer shall at all times substantially perform and adhere to and cause its Affiliates to at all times substantially perform and adhere to, the "**Production Conditions**" set forth in Schedule II attached hereto and incorporated herein by this reference. Producer acknowledges and agrees that the Production Conditions are fundamental elements of this Agreement. Producer acknowledges that the Key Man Affiliation includes substantial personal service performances required of the Key Man, and Producer shall use good faith efforts to cause the Key Man to perform and adhere to the Production Conditions to the extent within Producer's control.

(c) Company Producer.

i. As provided herein, the production of each Episode and the Programs are each a work for hire by Producer for Company. There are material conditions and requirements set forth herein respecting Producer's services in developing, producing and delivering the Programs. Company has a material and continuing interest in monitoring the status of the production and delivery of the Programs. Producer shall use its good faith and timely efforts to promptly inform the Company of all matters substantially affecting the production of each Episode of the Programs.

ii. Company (for each Season or motion picture of the applicable Program) may from time to time designate in writing a person to act as a representative of Company to render services as a producer of such Season or motion picture of the Programs (and/or each Episode thereof). Such person shall have relevant experience in the process of producing dramatic television or film programming (or similar qualifications, such as a completion guarantor representative) and such appointment shall (absent material and exigent circumstances) be subject to the prior written (email shall suffice) reasonable approval of Producer, which shall not be unreasonably withheld or delayed (the "**Company Producer**"). The Company Producer shall be bound by the confidentiality obligations set forth in Section 20 below.

iii. Company Producer: (i) shall at all relevant times have access to the production set of the Programs; (ii) shall appear as a "Producer" on each daily "call sheet" distributed to cast, crew and/or other production personnel, during production, post-production and otherwise (provided, that any inadvertent (i.e., non-repetitive) failure to include Company Producer on any daily "call

sheet” shall not be deemed a breach hereof); (iii) shall have full access during business hours to the production accounts, books and records of the Producer (including without limitation the production accountant and, if different, the disbursement personnel) in relation to each Episode; (iv) shall be provided office or work space on the production set, commensurate with a producer of the Programs (and Company Producer may at Company’s sole cost elect to locate a mobile office trailer on set); and; (v) shall be timely presented with all budget and cash flow items which Producer is obligated hereunder to provide to Company.

(d) Guilds. Producer shall continue (and renew, as necessary) its signatory status with any and all applicable guild, union or collective bargaining agreement counterparties (each a “**Guild**”), including SAG-AFTRA. Producer shall interface with all Guilds respecting the Programs. Company shall not be required to enter into any Guild agreements, including any signatory, financial assurances or other guaranty of obligations of Producer. Producer shall not suggest or offer to any Guild that the Company become a Guild signatory or provide contractual assurances to any Guild. Anything herein or in any Contribution Document notwithstanding, this Agreement and the other Contribution Documents are not intended to create any obligation of Contributor to become a signatory to any guild, union or collective bargaining agreement (each, a “**Guild**”) or performing rights society, with respect to *The Chosen*, nor to guaranty or assume any obligations (including the obligations of Producer or Producer Parent) respecting any such Guild. In the event any Guild requests that Company provide financial assurances or other documents with respect to the Programs, the Parties shall meet and confer and shall cooperate with each other in good faith to resolve such Guild requests and ensure the continuation of production of the applicable Program.

(e) Subject to the terms and conditions contained herein, including the Production Conditions and the Production Integrity Obligations, Producer acting in all respects through the Key Man, shall have customary creative control and creative discretion respecting the artistic and creative elements of the Programs and its Episodes, and Company shall not interfere with such Key Man’s creative control and discretion. So long as the Key Man Affiliation is extant pursuant to the terms of this Agreement, Producer shall have control over ordinary course, day-to-day business and production matters of the Programs (subject to the limitations and conditions herein, including the provisions respecting the Chosen Planning Council and all rights of Company herein).

(f) Other Obligations of Producer. Producer shall at all times perform its Services hereunder in direct coordination with its Parent Company, which is performing distribution and marketing services for the Programs pursuant to the 2024 DMA.

9. CREDITS. All credit matters relating to the Programs, including, without limitation, the granting of any credits on the Program shall be determined by Producer in its sole discretion; provided, that subject to any applicable Guild requirements and any applicable distributor policies (with respect to appearance, size and duration), the following shall apply:

(a) Company shall be accorded a front-end presentation credit, first position (provided, that such first position credit shall be subject to any contractual obligations to Angel Studios, if any, and any distributor’s presentation credits), single card, in such form (static or animated) as Company directs, for “Come and See” (or such alternative name designated by Company and approved by Key Man) on all Episodes of Seasons 5, 6, and 7 of *The Chosen*, and all episodes (if applicable) of Project B. Subject to the reasonable and customary approval policies and procedures of any distributor or sub-distributor within its own territory or media, such credit shall also be included in the billing block portion of all Program ads which Program ads also include any other presentation or company credit, at Company’s discretion (subject to customary excluded ads and congratulatory award advertising, unless any other presentation or company credit appears therein).

(b) Producer and Key Man shall meaningfully consult with Company regarding any main title company or presentation credits and any credits which Company may request to have included, including, without limitation, an appropriate credit for the Company Producer. Producer shall not accord any third-party presentation credits (other than Producer Parent) that have not already been granted or credited on prior Seasons of *The Chosen*, without prior written approval of Company.

Except as set forth herein, all other matters relating to the foregoing credit shall be at Producer’s sole discretion. No casual or inadvertent (i.e., non-repetitive) failure by Producer, nor any failure by any third party, to comply with the terms of this paragraph shall constitute a breach hereof and in no event shall Company seek or be entitled to injunctive or other equitable relief for breach of any of the credit/billing requirements hereof. Producer agrees, upon receipt of written notice from Company specifying any failure to accord such credit, to take prompt, commercially reasonable steps to prospectively cure such failure, but Producer will be under no obligation to recall any printed materials, ads, or other materials.

## 10. THE CHOSEN KEY MAN AFFILIATION.

(a) Dallas Jenkins shall be engaged by Producer (or TCI) as the principal show runner of Seasons 5-7 of *The Chosen*, to render creative writing and directing services on a first-priority basis (and on an exclusive basis during principal photography of each *The Chosen* Episode) (“**Key Man Affiliation**”). As a component of such Key Man Affiliation, the Key Man shall also have and actively exercise the primary creative and design authority respecting the branding, quality and production of *The Chosen* and each *The Chosen* Episode thereof. For clarity, the services of Dallas Jenkins in the Key Man Affiliation (or the Project B Key Man Services) are not delegable (nor assignable in any bankruptcy). Company and Producer acknowledge that Key Man (and conditioned upon the Key Man Affiliation) shall have and retain customary creative control and creative discretion respecting the artistic content of *The Chosen* (subject to review and approval rights of Company set forth herein). Company shall also have the right to insist upon and enforce the Key Man Affiliation requirements, to insist that the Key Man (Dallas Jenkins) must have and exert customary directorial creative control over *The Chosen*, including as to the Evangelical theological standards incorporated therein in the seasonal dramatic arcs as well as each *The Chosen* Episodic content.

(b) If a Project B Election to Proceed is effected hereunder (which, for clarity, requires that the Project B Key Man Services be extant as a condition thereof) and Project B is produced and funded hereunder in accordance with such Project B Election to Proceed (whether as an episodic series or one or more theatrical features, or some combination thereof), then any financing obligation of Company for Project B shall be conditioned upon the Project B Key Man Services being in effect for Project B and its production. A Project B Election to Proceed for Project B as a motion picture or a television series shall be subject to both the Key Man’s and the Company’s satisfaction (and approval) that the Key Man’s direct roles or responsibilities (comprising the Project B Key Man Services) with respect to any a Project B motion picture(s) or television series are not substantively reduced, circumvented or materially adversely diminished than the roles and responsibilities otherwise applicable to *The Chosen* series television production. As part of the Key Man Affiliation, Producer shall use good faith efforts to cause the Key Man to provide (at no additional cost to the production or any Approved Budget) first priority marketing services and appearances respecting the initial release of each season of *The Chosen*, such services and appearance of a type and frequency being not less than as occurred with respect to the theatrical and VOD releases of Season 4 of *The Chosen*.

(c) Producer shall use reasonable good faith efforts to cause the Key Man Amendment to remain in full force and effect, and TCI and Company continue to enjoy all their respective rights and benefits (including limitations on Key Man’s services to third parties) thereunder as intended third party beneficiaries of such Key Man Amendment in connection with *The Chosen*. The Key Man’s services pursuant to the Key Man Affiliation are not assignable or delegable (or assignable in any bankruptcy) by Producer or Key Man. Company at its discretion and at its cost may obtain and maintain key man insurance respecting the Key Man. The existence or not of any such key man insurance shall not affect Company’s remedies hereunder or under any Transaction Document.

11. **[\*\*\*] PROJECTS RIGHT OF FIRST NEGOTIATION.** During the period which ends on the later of (i) the end of the Term (and including any extension thereof if a Project B Election to Proceed occurs), and (ii) the end of the term (including any extension provided for thereunder) of the 2024 DMA, Producer (and TCI) shall, and shall cause any Affiliate, to submit to Company each and every “[\*\*\*] Project” (as defined below) for which Producer (or TCI or any Affiliate) desires to elect to produce, co-develop, co-produce, finance or co-finance such [\*\*\*] Project. Producer shall present (in writing – email shall suffice) [\*\*\*] (such elements submitted at the time, the “**Submission Elements**”). Company and Producer (and any other Affiliate of TCI or Producer involved in the proposed development or production) shall negotiate in good faith for fifteen (15) business days following Producer’s submission thereof (the “**Negotiation Period**”) respecting Company’s potential acquisition of some or all of the “CAS Reserved Rights” (as defined in the 2024 DMA) (which may require Company to provide financing or otherwise transact with respect to such [\*\*\*] Project) (the “**Material Deal Terms**”) (such right of Company being referred to herein as the “[\*\*\*] **Project Right of First Negotiation**”). If the Parties do not: (a) agree to the Material Deal Terms prior to the expiration of the Negotiation Period or (b) enter into definitive written agreements with respect to the financing of any accepted [\*\*\*] Project within thirty (30) days after completion of the Negotiation Period, then Producer (or its Affiliate) may thereafter present the proposed [\*\*\*] Project to third parties; provided, that if prior to entering into an agreement with a *bona fide* third-party for the applicable [\*\*\*] Project there are any changed elements [\*\*\*] (the “**Changed Elements**”), then Producer shall submit the Changed Elements to Company and Company shall have five (5) business days following Producer’s submission of the Changed Elements to negotiate the Material Deal Terms (the “**Changed Elements Negotiation Period**”). If the Parties do not: (a) agree to the Material Deal Terms prior to the expiration of the Changed Elements Negotiation Period or (b) enter into written agreements with respect to the submitted [\*\*\*] Project (with such Changed Elements), within fifteen (15) days after completion of the Changed Elements Negotiation Period, then Producer shall be free to negotiate and enter into agreements with third parties with respect to the financing, development, production and/or other exploitation of the applicable [\*\*\*] Project and Producer shall have no any further obligations of any kind or nature to present such [\*\*\*] Project opportunity to Company; provided, that for clarity if the project is or becomes a “Chosen-Branded Program” the applicable terms of this Agreement shall apply. For clarity, discussions of a potential project at a Chosen Planning Council meeting or otherwise shall not replace or satisfy the formal written notices required under this first look provision. “[\*\*\*] **Project(s)**” shall be defined as a television or film (including streaming) project [\*\*\*].

12. **DERIVATIVE PRODUCTIONS BY COMPANY.** During the Term, neither Party shall have the right to develop, produce, finance or otherwise exploit any derivative work or production of any kind (including, without limitation, prequel, sequel, remake, spinoff, theatrical motion picture, television or streaming episodic or limited series or long-form program, live stage production, podcast, print publication, location based attraction, live event, etc.) based upon or derived from *The Chosen* (“**Derivative Production(s)**”) unless otherwise mutually approved by the Parties in writing. After expiration of the Term, if at any time Company elects develop, produce, finance or otherwise exploit any Derivative Production, then (i) if Key Man is still engaged with Producer in substantially the same capacity as he was on *The Chosen* (i.e., the substance of the Key Man Affiliation or, if applicable, the Project B Key Man Services), then Key Man shall have sole control over whether or not a Derivative Production may be produced, and if Key Man approves production of a Derivative Production, then Producer shall have the first opportunity (as provided herein) to develop, produce and distribute the applicable Derivative Production and Key Man shall have the first opportunity (as provided herein) to write and direct (and produce, if desired) the applicable Derivative Production; or (ii) if Key Man is not then engaged with Producer in substantially the same capacity as he was for *The Chosen* (i.e., the substance of the Key Man Affiliation, or the Project B Key Man Services), then Key Man shall have sole control over whether or not such a Derivative Production may be produced, and if Key Man approves a production of a Derivative Production, CAS shall use commercially reasonable good faith efforts (subject to the Key Man’s control of such production) to cause Producer to have the first opportunity (as defined herein) to develop, produce and distribute the applicable Derivative Production but in all cases with Key Man retaining the creative authority (including green-lighting authority) over the applicable Derivative Production. If Key Man is no longer active in the entertainment industry, then Company (and not Key Man) shall in its sole and absolute discretion control over whether a Derivative Production shall be produced, and the creative control thereof. In furtherance of Producer having the first opportunity as set forth in this paragraph, if the Key Man Affiliation (or a substantially similar affiliation) is extant, the Parties shall enter into good faith discussions (which shall include the Key Man and Producer (or only the Producer, if Key Man is no longer active in the entertainment industry) for their potential creative and production services respecting such Derivative Production, and if Producer and Key Man are able and willing to provide such creative and production services (substantially of the type and quality as provided hereunder for *The Chosen*), then Producer shall use Producer and Key Man exclusively for such development and production. If the Key Man Affiliation (or a substantially similar affiliation) is not extant, Company shall have good faith negotiations with Producer respecting Producer’s potential creative and production services respecting such Derivative Production, for a period of thirty (30) days (the “**Derivative Production Negotiation Period**”). If the Parties do not agree in writing to material deal terms within the Derivative Production Negotiation Period, then Company shall be free to develop, assign, produce, finance and/or distribute the applicable Derivative Production as it determines in its sole discretion. Further, the foregoing first look/first negotiation rights does not apply to “CAS Versions” or alternative versions (for example, foreign language versions) of the Programs, nor any promotional or marketing programs created by or funded by Company . For further clarity, the foregoing first look/first negotiation rights does not apply to any exploitation of Company’s Reserved Rights as set forth in the Transaction Documents. Upon and after the expiration of a Derivative Production Negotiation Period where no written agreement results, this provision shall not apply to any other Derivative Production, and Company after such expiration shall be free to develop, assign, produce, finance and/or distribute Derivative Productions as it determines in its sole discretion. In the event that a Project B Election to Proceed is effected, then the terms and conditions of this Section shall also apply to Derivative Productions based upon or derived from Project B or any element therein.

13. **BOOKS AND RECORDS.** Producer agrees to maintain full and complete records of all transactions made by Producer in connection with its activities hereunder, including books of account, records, papers, correspondence, vouchers, contracts, receipts, and inventories (collectively, the “**Books**”). Producer shall keep and maintain the Books continuously throughout the Term and for three (3) years thereafter. During the Term and for three (3) years thereafter, Company shall have the right through its representatives and accountants at all times during regular business hours to have free and full access to the Books (in addition to the specific rights of Company and Company Producer herein)

14. **REPRESENTATIONS AND WARRANTIES, AND CERTAIN PRODUCER COVENANTS.**

(a) Producer represents, warrants and agrees that:

i. Producer is validly organized under the laws of its applicable jurisdiction, is in good corporate standing in such jurisdiction, and will remain so until satisfaction of all of its obligations hereunder, and has the right, power, and authority to enter into this Agreement and satisfy all of its obligations hereunder;



ii. Producer and TCI each has full power and authority to execute and deliver this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Producer of this Agreement, the performance by Producer of its obligations hereunder and the consummation by Producer of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Producer, including the requisite approval of Producer's equity holders. This Agreement constitutes the valid and legally binding obligation of Producer, enforceable in accordance with its terms and conditions except as enforceability may be limited by bankruptcy, insolvency, moratorium, or other laws affecting the enforcement of creditors' rights generally or provisions limiting competition, and by equitable principles.

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iii. Producer does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement, except where the failure to give notice, to file, or to obtain any authorization, consent, or approval would have a Material Adverse Effect.

iv. Each Episode and the Programs are and shall be wholly original with Producer or in minor or incidental part in the public domain throughout the universe (of which Producer shall promptly notify Company in writing), or contains material with respect to which Producer has obtained written releases or other documents from all applicable parties granting to Producer all of the rights granted to Company hereunder (including, without limitation, waivers and/or assignments of all so-called "moral rights," "droit moral," "patrimonial rights," or any similar rights (and rights of enforcement thereof) that may now or hereafter be recognized in any country or place).

v. Producer has not made and will not make any grant, assignment, or agreement, or take any other action that will conflict or interfere with any rights granted to Company herein.

vi. In connection with the pre-production, production and post-production of the Programs, Producer shall obtain and maintain, any and all agreements, permissions, licenses or permissions, required of Producer or any Affiliated Prodcos, as are necessary and sufficient for the production and exploitation of Programs and to cause their Delivery in accordance herewith, and Producer shall comply with all applicable Guild agreements (and shall maintain its agreements or renewals thereof with any applicable Guild), laws, codes, permit requirements, statutes, ordinances, rules, regulations, and requirements of all governmental agencies and regulatory bodies.

vii. To the best of Producer's knowledge, the Episodes and Programs do not and will not, nor will the Programs produced hereunder, defame any person or entity or infringe upon or violate the rights of privacy, publicity, copyright, or trademark or any other rights of any kind or nature whatsoever (including, without limitation, any literary, dramatic, comedic, musical or photoplay right, or contract right) of any person or entity.

viii. Producer shall, and shall use good faith efforts to cause its Affiliates to, maintain the Key Man Affiliation.

ix. Producer shall directly coordinate deliveries and clearances of Programs with Producer Parent pursuant to the 2024 DMA.

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x. No Material Adverse Effect (such term as used herein having the definition as set forth in the 2024 CAS APA) affecting Producer or Producer Parent is extant.

xi. Producer shall use commercially reasonable efforts to give written notice to CAS not later than June 30, 2027 of whether the Key Man Term has been agreed in writing by TCI Producer and the Key Man to be extended beyond the original Key Man Term, including therewith a copy of any such written extension; and if no such written notice of Key Man Term extension is provided by such date, CAS shall be entitled to rely upon such Key Man Term and act in accordance therewith.

(b) Company represents, warrants and agrees that:

i. Company is validly organized under the laws of its applicable jurisdiction, is in good corporate standing in such jurisdiction, and will remain so until satisfaction of all of its obligations hereunder, and has the right, power, and authority to enter into this Agreement and satisfy all of its obligations hereunder.

ii. Throughout the Term, Company will have sufficient financial resources or means to satisfy its monetary and other obligations under this Agreement as they come due, and to effect in a timely manner the fundings to Producer that are required of Company under the Approved Cash Flow Schedule for each Season.

iii. Company owns all rights in and to the Programs and has full power and authority to execute and deliver this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Company of this Agreement and the other Transaction Documents, the performance by Company of its obligations hereunder and the consummation by Company of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Company.

iv. This Agreement constitutes the valid and legally binding obligation of Company, enforceable in accordance with its terms and conditions except as enforceability may be limited by bankruptcy, insolvency, moratorium, or other laws affecting creditors' rights generally or provisions limiting competition, and by equitable principles.

## 15. INDEMNIFICATION.

(a) Producer shall at all times indemnify and hold harmless Company and its parent, subsidiary, and affiliated entities, successors, licensees, and assignees and each of their respective officers, directors, shareholders, employees, financiers, investors, contractors, partners, licensees, and agents from any and all third party losses, damages, claims, liabilities, or expenses (including reasonable outside legal fees and costs) (collectively, "**Claims**") arising out of, relating to, or founded upon any breach of any of Producer's representations, warranties, and/or obligations hereunder.

(b) Company shall at all times indemnify, defend and hold harmless Producer and its parent, subsidiary, and affiliated entities, successors, licensees, and assignees and each of their respective officers, directors, shareholders, employees, financiers, investors, contractors, partners, licensees, and agents from any and all third party Claims arising out of, relating to, or founded upon any breach of any of Company's representations, warranties, and/or obligations hereunder. The foregoing notwithstanding, this Agreement does not implicitly or otherwise create any obligation of Company to indemnify Producer or any Affiliate of Producer for any claim by Angel Studios Inc. arising or asserted prior to the Agreement Date, including in the litigation proceeding that is pending as of the May 1, 2024 between Angel Studio Inc. and TCI.

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(c) Each Party's indemnification obligations under this section are hereby expressly conditioned on the following: (i) the Party requesting indemnity ("**Indemnified Party**") provides the purported indemnifying Party ("**Indemnifying Party**") with prompt written notice of any such claim; and (ii) the Indemnified Party permits the Indemnifying Party to control the defense of such action, with counsel chosen by the Indemnifying Party (who will be reasonably acceptable to Indemnified Party); and (iii) Indemnified Party provides the Indemnifying Party with any reasonable information or assistance requested by the Indemnifying Party, at the Indemnifying Party's expense. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect to which the Indemnified Party is or could be indemnified hereunder unless such settlement either (A) includes an unconditional release of the Indemnified Party from all liability on all claims that are the subject matter of such proceeding or (B) is consented to in writing by the Indemnified Party (which consent shall not be unreasonably withheld).

(d) The aggregate monetary liability for which Producer shall be liable under this Agreement shall not exceed the aggregate amount of the Production Fee actually received by Producer (provided, that equitable or injunctive relief shall not be subject to such limit). Neither Party shall have any liability to the other Party for any direct claim unless and until the aggregate amount of all damages and/or losses associated with each such claim exceeds Twenty- Five Thousand Dollars (\$25,000), but if and when such threshold is met, such Party shall be required to pay or be liable for all of such claim, subject to the other qualifications in this Section 15; provided, that any exercise of an equitable remedy by either Party shall not be subject to any such requirement.

(e) Each Party to be indemnified hereunder shall take commercially reasonable steps to mitigate any damage and/or loss upon being notified of a claim or breach hereunder; provided, that no mitigation shall be required of Company with respect to the Producer's Services hereunder or the requirement of the Key Man Affiliation (or if applicable, the Project B Key Man Services), subject to the provisions of Section 17(c)(i)(1) and 17(c)(i)(2) below.

(f) Payments by a Party in respect of any monetary damage and/or monetary loss which is covered by the indemnifying Party's insurance shall be limited to the amount of any monetary liability or monetary damage that remains after deducting therefrom any insurance proceeds received or reasonably expected to be received by the other Party in respect of any such claim. Such other Party shall use its commercially reasonable efforts to recover under insurance policies for any monetary damages and/or monetary losses.

(g) In no event shall any Party be liable for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple; *provided*, that this shall not limit any equitable remedy available to either Party with respect to the MTM Clause hereof, nor shall it limit any termination right or remedy that a Party has pursuant to the terms hereof.

16. INSURANCE. Prior to commencement of Services in connection with the Programs, Producer shall procure and maintain all customary insurance as is necessary to cover any and all claims arising in connection with the pre-production, production, post-production and exploitation of the Programs (including, without limitation, producers' errors & omissions insurance, loss payees on the production package insurance, commercial general liability and employers' liability policies). Such policy limits shall be no less than those which were in effect at the commencement of production of Season 5 of *The Chosen*. Company may in its discretion require that such insurance package and policies also provide for a binding commitment to issue any errors and omissions policy that is required under the 2024 DMA. The Parties agree that the costs of such insurances shall be covered by the Approved Budget. Each of Company's and its parent, subsidiary and affiliated entities, successors, licensees and assigns, and their respective members, officers, directors, shareholders, representatives, employees, contractors, partners, licensees and agents shall be included as named insureds on the Programs specific insurances.

17. NO PARTNERSHIP OR JOINT VENTURE. Nothing herein shall be deemed to create a partnership or joint venture relationship between the Parties, it being specifically understood and agreed that Producer's services shall be rendered as an agent of Company and shall be limited to the specific services expressly provided for herein.

18. EVENTS OF DEFAULT.

(a) Events of Producer Default: Each of the following shall be an "**Event of Producer Default**" under this Agreement:

i. Failure to Perform. A failure of Producer to timely produce and cause Delivery of the Programs in accordance with the Production and Delivery Schedule (subject to the provisions hereof respecting the "Excluded Factors" (as defined below)).

ii. Failure of Standards or Conditions. A failure of Producer to perform the Services in substantial accordance with (i) the Production Standards or (ii) the "Designated Production Integrity Obligations and the Designated Production Conditions" (as defined and set forth on Schedule X hereto); and such failure (if capable of being cured) is not cured by Producer in accordance with any cure provision hereof.

iii. MTM. A violation by Producer (or its directors or officers) of the MTM Clause.

iv. Involuntary Insolvency Proceedings. The entry of a decree or order for relief in respect of Producer or TCI in a bankruptcy, insolvency or receivership proceeding, or any other action or proceeding for any other relief under any law affecting creditors' rights that is similar to a bankruptcy law; or a receiver, trustee, liquidator, assignee, sequestrator (or similar official) is appointed in respect of Producer or TCI or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, in an involuntary case under any bankruptcy, insolvency or other similar law; or the commencement against Producer or TCI of an involuntary case under any bankruptcy, insolvency, receivership or other similar law which is not dismissed within 120 days.

v. Voluntary Insolvency Proceedings. Producer or TCI shall (i) be dissolved, (ii) fail or shall be unable to pay its debts generally as they become due, (iii) admit in writing its inability to pay its debts generally as they become due, (iv) make a general assignment for the benefit of creditors, (v) commence a voluntary case in bankruptcy, insolvency, receivership, reorganization or any

other action or proceeding for any other relief under any law affecting creditors' rights that is similar to a bankruptcy law (including, without limitation, requesting a moratorium or suspension of payment of debts from any court or instituting proceedings or taking any form of corporate action to be liquidated, adjudicated bankrupt or insolvent), (vi) consent by answer or otherwise to the commencement against it of an involuntary case in bankruptcy, receivership, insolvency, reorganization or any other such action or proceeding or (vii) otherwise become insolvent.

vi. Government Intervention. Any Governmental Authority shall (i) take any action to condemn, seize, nationalize, attach, compulsory purchase, occupy, intervene with respect to or expropriate all or substantially all of the assets of Producer (either with or without payment of compensation); (ii) take any other action that (A) causes a Material Adverse Effect or (B) renders this Agreement invalid or unenforceable or materially delays the performance or observance by Producer of its obligations thereunder; or (iii) prevent Producer from exercising normal control over all or a substantial part of its assets;

vii. Cessation of Business. If all or substantially all of Producer's business is prohibited or suspended by any Governmental Authority, or if Producer suspends, ceases or threatens to suspend or cease to carry on all or substantially all of its business;

viii. Key Man Control and Affiliation. Producer fails to maintain the Key Man Affiliation; or the Key Man ceases to timely perform his primary show runner and direct producing of the episodes of *The Chosen*; or ceases to exert customary directorial creative control over *The Chosen* (and if the Project B Election to Proceed occurs, Key Man ceases to timely perform as the primary show runner of the episodes of Project B (meaning without limitation, the Key Man acting as the showrunner and director of each Episode [or the director, a writer and as a producer of such theatrical motion picture(s)] comprising Project B); or ceases to be the controlling decisionmaker at Producer directly undertaking and incorporating into each seasonal treatment of *The Chosen* (and, if applicable, Project B) (as well as each *The Chosen* Episodic screenplay and casting decisions) the requisite creative acts necessary to ensure substantial conformity thereof in accordance with BAC-Approved materials (in substantially the same manner in which Key Man has previously interacted with BAC on seasons 3 and 4 of *The Chosen*) regarding the Evangelical theological standards incorporated in each seasonal treatment and screenplay of *The Chosen*; or ceases to be exclusive to the production of *The Chosen* during its shooting schedule, or if Key Man becomes exclusive or substantially exclusive to another production other than *The Chosen* except during an agreed Program production hiatus period (which shall not exceed four (4) months per calendar year); or ceases to be the controlling decisionmaker at Producer directly overseeing the Company's Production Integrity Obligations and the Production Conditions with respect to *The Chosen*.

(A) In the event that either Producer or Producer Parent fails to cause the Key Man Affiliation to remain in full force and effect; or fails to cause the Key Man to remain exclusive (except as otherwise provided herein) to TCI and Producer pursuant to and as set forth in the Key Man Amendment in effect as of the date hereof until the completion and Delivery of Season 7 of *The Chosen* (the "**Key Man Term**") (the foregoing referred to as the "**Designated Key Man Affiliation**"). Upon the termination of the Key Man Term (and provided that Key Man is otherwise in compliance with the Key Man Amendment), CAS (in its sole and absolute election and determination among these options) reserves the rights to: (i) terminate CAS' funding obligation(s) hereunder as to unproduced episodes or seasons of *The Chosen*, Project B or derivatives thereof ("**Unfunded Projects**") (but subject to Company's providing funds to satisfy any *bona fide* third party pay-or-play obligations to talent as set forth in an Approved Budget ("**PP Funding Obligation**"); and/or (ii) terminate Producer's exclusive production and/or other exclusive rights hereunder as to Unfunded Projects (except as specifically provided for hereunder with respect to Producer's right of first negotiation with respect to Derivative Productions pursuant to Section 12) as CAS, in its sole and absolute discretion, determines.

ix. The occurrence of an event causing a Material Adverse Effect (as defined in the 2024 CAS APA) to Producer, an Affiliate Prodco or TCI continues and remains uncured for a period exceeding thirty (30) days.

(b) Company Remedies. If an Event of Producer Default has occurred, and is continuing without cure by Producer for a period of no less than sixty (60) days from Producer's receipt of written notice thereof from Company (or seven (7) days in the event of Specified Key Man Loss (defined herein), Company may take any or all of the following actions:

i. terminate this Agreement; and

ii. exercise any and all other rights and remedies available to it under this Agreement (including specific performance or injunctive relief), or otherwise under applicable law or in equity.

(c) Producer Breach of Obligations. In addition to the Event of Producer Default provisions (above), the following provisions and remedies shall apply:

i. If Producer fails to maintain the Key Man Affiliation during the Key Man Term as set forth herein, or if Producer otherwise fails to perform or comply with the Designated Production Integrity Obligations and Designated Production Conditions (the “**Obligations**”), and such failure remains uncured for sixty (60) days following Producer’s receipt of written notice from Company specifying the nature of such failure (or seven (7) days in event of a Specified Key Man Loss (defined herein) the following shall apply and shall be the sole remedy for Company in such event (*provided*, that Company retains all of its other remedies for any related breaches by Producer):

1. If Producer is unable to maintain the Key Man Affiliation due to the death, disability, or incapacity of Jenkins, or for any other reason beyond the reasonable control of Producer and Key Man (“**Loss of Key Man**”), Company and Producer shall discuss and work with each other in good faith to identify and attempt to mutually approve a suitable replacement for Jenkins so as to enable the production and delivery of *The Chosen* to continue through completion of the current Season then in production, as contemplated hereunder; *provided* that if the Parties are not able to mutually approve such replacement after sixty (60) days of mutual consultation, Company shall be entitled to designate such replacement; *provided*, that the voluntary termination by the Key Man of his Key Man Affiliation, or his decision to breach his Key Man obligations, or his breach of or repudiation of the Key Man Amendment, shall not be deemed to be “beyond the reasonable control” hereunder and may be deemed by Company in its sole discretion to be an Event of Producer Default; and *provided further*, that ‘incapacity’ shall mean a bona fide health incapacitation and shall not mean a conflicting work schedule or a refusal to perform services). If the Company agrees to replace the Key Man in mitigation of a Loss of Key Man, in the Company’s sole and absolute discretion such replacement may and shall be limited to the Season that is in production at the time the Loss of Key Man occurs; and Company in its sole discretion retains the remedy to terminate the Agreement (and all of its other remedies) with respect to any unmade seasons of *The Chosen* (and with respect to Project B, if Project B has not commenced principal photography); and subject to any PP Funding Obligation.

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2. If Producer fails to maintain the Key Man Affiliation other than for a reason set forth in subparagraph (a) above (such failure defined herein as a “**Specified Key Man Loss**”), Company may in its sole discretion exercise any and all rights and remedies it may have under law or in equity, including termination of this Agreement. For clarity, only a seven (7) day notice and cure period shall apply to a Specified Key Man Loss.

3. If Producer fails to perform or comply with the Obligations (other than a failure to maintain the Key Man Affiliation), Company and Producer shall discuss and work with each other in good faith to implement remedies with the objective of enabling the production and delivery of the Programs to continue through completion as contemplated hereunder, and (subject to Company’s discretion) such remedy implementation may include that Company Producer becoming empowered to render production decisions to mitigate the failures (and Company reserved the right and remedy to such); *provided*, however, that if the Parties are unable to implement mitigation remedies following such good faith discussions, and if such failure is not due to the reasons set forth in Section 19(c)(i)(b)(A)-(G) below (“**Excluded Factors**”), Company shall have the right to assume (without delay) control of the production, and/or post-production of the Programs solely to the extent and for the period of time necessary to reach a mitigation of the Obligation failure, with the objective that such mitigation resolution enables the completion of the production and delivery of the Programs as contemplated hereunder, including according to the Production and Delivery Schedule and the Approved Budget. (In the Company’s sole and absolute discretion, such mitigation or remedy implementation may and shall be limited to the season that is then in production, and it shall not be inferred that Company must fund future (unmade) season(s) of *The Chosen*, nor in such instance shall Company be obligated to fund Project B (subject to any PP Funding Obligations, if any). The Excluded Factors shall mean material delays proximately caused by any of the following (and in each case below, a Specified Key Man Loss cannot form the basis for such Excluded Factor):

(A) Delays caused as a result of an Event of Force Majeure.

(B) Delays caused as a result of new or changed scenes done, reshoots done, or changes in the production schedule made, at the request of Company.

(C) Delays caused as a result of any breach of contract by any third party or any disability of any principal cast member (but not Loss of Key Man or a Specified Key Man Loss) (*provided*, that Company shall be entitled to designate replacement cast if the Parties have not mutually agreed within thirty (30) days of such loss of key cast).

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(D) Laboratory delays.

(E) Delays caused by Company's failure to fund the Approved Budget in accordance with the Approved Cash Flow Schedule; or Company's unreasonable delay (after proper and timely request by Producer) to exercise any of Company's approval rights hereunder.

(F) Delays caused by an "Event of Company Default" (as defined below).

(d) Events of Company Default. Each of the following shall be an "**Event of Company Default**" under this Agreement:

i. Involuntary Insolvency Proceedings. The entry of a decree or order for relief in respect of Company in a bankruptcy, insolvency or receivership proceeding, or any other action or proceeding for any other relief under any law affecting creditors' rights that is similar to a bankruptcy law; or a receiver, trustee, liquidator, assignee, sequestrator (or similar official) is appointed in respect of Company or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, in an involuntary case under any bankruptcy, insolvency or other similar law; or the commencement against Company of an involuntary case under any bankruptcy, insolvency, receivership or other similar law which is not dismissed within 120 days;

ii. Voluntary Insolvency Proceedings. Company or any Affiliate of Company shall (i) be dissolved, (ii) fail or shall be unable to pay its debts generally as they become due, (iii) admit in writing its inability to pay its debts generally as they become due, (iv) make a general assignment for the benefit of creditors, (v) commence a voluntary case in bankruptcy, insolvency, receivership, reorganization or any other action or proceeding for any other relief under any law affecting creditors' rights that is similar to a bankruptcy law (including, without limitation, requesting a moratorium or suspension of payment of debts from any court or instituting proceedings or taking any form of corporate action to be liquidated, adjudicated bankrupt or insolvent), (vi) consent by answer or otherwise to the commencement against it of an involuntary case in bankruptcy, receivership, insolvency, reorganization or any other such action or proceeding or (vii) otherwise become insolvent.

iii. Government Intervention. Any Governmental Authority shall take any action to condemn, seize, nationalize, attach, compulsory purchase, occupy, intervene with respect to or expropriate all or substantially all of the assets of Company (either with or without payment of compensation); or if all or substantially all of Company's business is prohibited or suspended by any Governmental Authority.

iv. Failure to Fund. If Company fails to fund the Approved Budget amounts in accordance with a corresponding Approved Cash Flow Schedule.

(e) Producer Remedies. If an Event of Company Default has occurred, and is continuing without cure by Company for a period of no less than sixty (60) days from Company's receipt of written notice thereof from Producer, Producer may take any or all of the following actions:

i. terminate this Agreement;

ii. exercise any and all other rights and remedies available to it under this Agreement, or otherwise under applicable law or in equity; and

iii. upon the occurrence and during the continuation of an Event of Company Default, Producer is authorized, to the fullest extent permitted by law and with prior written notice to Company, at any time and from time to time to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other indebtedness at any time then due and owing by, Producer to or for the credit or the account of Company against any and all obligations then due and owing to Producer under the Transaction Documents, now or hereafter existing, irrespective of whether or not Producer shall have made demand under the Transaction Documents and irrespective of whether any obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or indebtedness.

(f) No Waiver. Neither any delay nor any omission by either Party to exercise any right or remedy shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or any exercise of any other right or remedy.

19. FORCE MAJEURE EVENTS. If Producer's development and/or production of the Programs is prevented, interrupted or materially interfered with proximately by reason of any governmental law, ordinance, order or regulation, war, or by reason of fire, flood, earthquake, organized labor dispute, lockout, strike, injunction, illness, disability, death or default of a key cast member or other fundamental production personnel (but excluding the Key Man), accident, act of God or public enemy or other force majeure event (each an "**Event of Force Majeure**"), Producer shall have the right, at Producer's sole option, to suspend, extend and/or delay the production and delivery of the Programs pursuant to the Production and Delivery Schedule only for a reasonable period equal to the duration of any such Event of Force Majeure (inclusive of such time as Producer may reasonably require to recommence development and/or production); *provided*, that the Parties agree that none of the following shall constitute an Event of Force Majeure: The non-availability of the Key Man with respect to *The Chosen* or Project B; a Loss of Key Man; a Specified Key Man Loss; or an event proximately caused or resulting from the foregoing.

20. CONFIDENTIALITY.

(a) The Parties acknowledge and agree that they may receive confidential information of the other Party, including information about or concerning the other Party's: (i) financial condition; (ii) business ventures and strategic plans; (iii) marketing strategies and operational methods and strategies; (iv) donor, family and personal information respecting Persons affiliated with or contracting with any Party; and (v) other information that may reasonably be deemed confidential, proprietary or a trade secret (collectively, "**Confidential Information**"). Confidential Information does not include information that: (x) has become part of the public domain, through no act or omission of the Party receiving the Confidential Information ("**Receiving Party**"); (y) was developed independently by the Receiving Party without reference to the Confidential Information; or (z) is or was lawfully and independently provided to Receiving Party prior to disclosure hereunder, from a third party who, to the knowledge of the Receiving Party, was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

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(b) Each Receiving Party agrees that it, its Affiliates and "Advisors" (as defined below) will not disclose the Confidential Information of the other Party, will protect such information using customary and reasonable safeguards and will use the Confidential Information exclusively for the purpose of exercising its rights or fulfilling its obligations under this Agreement and for no other purpose. Notwithstanding the foregoing, either Party may disclose this Agreement or any part or portion hereof (i) to the extent this Agreement and/or Company's support hereunder need to be disclosed to obtain approval of any regulatory authority or Producer's equity holders, (ii) for disclosures made in accordance with the terms of this Agreement, (iii) to the extent required by applicable law, regulations or U.S. Securities and Exchange Commission requirements or (iv) as publicly filed or to evidence the chain of title in and to the Programs. The Receiving Party may disclose Confidential Information to its Affiliates, managers, directors, officers, employees and agents and advisors ("**Advisors**") solely to the extent necessary to exercise its rights or fulfill its obligations under this Agreement and/or the Program, but shall remain liable for confidentiality breaches of its Advisors. The Receiving Party acknowledges that the Confidential Information is considered proprietary and of competitive value, and in many cases, trade secrets. Accordingly, the Receiving Party agrees that the Party providing the Confidential Information shall be entitled without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance, as a remedy for any breach of the confidentiality obligations hereunder.

21. MORALS; TRADEMARK DAMAGE. As a material inducement to enter into this Agreement, the Parties (including the Parties' and TCI's respective officers, directors, and senior executives and for clarity, including the Key Man) each agree that, on and after the Agreement Date, they will not commit (a) a misdemeanor of moral turpitude that is punishable by a prison term of at least six (6) months or a felony (regardless of the length of prison term associated with such offense), or (b) any act which cannot be reasonably cured which can reasonably be considered by contemporary community standards to be immoral, deceptive, scandalous, or obscene that is likely to cause public ridicule or disapproval or otherwise negatively affect the reputation and goodwill associated with the other Party; or which would subject the Programs or the Trademarks to public ridicule or disapproval, or uses thereof which portray (or would reasonably be perceived by the public as portraying) the underlying Biblical material in a derogatory, scandalous or defamatory manner.

(b) The provisions of the paragraph are sometimes referred to herein as the "**MTM Clause**."

22. NOTICES. Any notice or communications provided for hereunder must be in writing and delivered either personally, by telecopy, telex or by registered mail, postage prepaid to the following addresses and shall be conclusively deemed to have been received by the addressee and to be effective on the day on which it is personally delivered to such Party at the address set forth below (or to such other address as specified by like notice) or, if sent by registered or certified U.S. mail, on the fifth business day after the date on which it is mailed, postage prepaid, addressed to such Party at such address, or if sent by cable, telegram, telex or telecopier on the day on which it is wired or telexed:

To Producer: The Chosen Texas, LLC  
4 S. 2600 W.  
Suite 5  
Hurricane, UT 84737  
Attn: Brad Pelo  
Email: brad@thechosen.tv

With a copy to:

Willkie Farr & Gallagher LLP  
2029 Century Park East  
Los Angeles, CA 90067-2905  
Attn: Andrew Kramer, Esq.  
Email: Akramer@willkie.com

To Company: Come and See Foundation, Inc.  
6385 Corporate Drive  
Suite 200  
Colorado Springs, CO 80919  
Attn: Ryan Dunham, COO  
Email: ryan@comeandseefoundation.org

With a copy to:

Barnes Law Firm  
24 West Camelback Road, #467  
Phoenix, Arizona 85013  
Attn: Michael Barnes Esq.  
Email: MBarnes@BarnesLaw.US

-and-

Envisage Law  
2601 Oberlin Road  
Raleigh, North Carolina 27608  
Attn: Anthony Biller Esq.  
Email: AJBiller@Envisage.law

23. PUBLIC ANNOUNCEMENTS AND MEDIA RELATIONS. (a) Each Party agrees to refrain from making any public announcement regarding this Agreement and/or Company's support hereunder without the prior review and written approval (including email approval) by the other Party, except (i) to the extent this Agreement and/or Company's support hereunder need to be disclosed to obtain approval of any regulatory authority or Producer's equity holders, (ii) for disclosures made in accordance with the terms of this Agreement, (iii) as required for Company to maintain its non-profit status or (iv) to the extent required by applicable law, regulations or U.S. Securities and Exchange Commission requirements.

(b) Each Party agrees to participate in joint public announcement(s) with the other Party from time to time and in such form to be mutually agreed upon by the Parties.

(c) If a Party wishes to issue any press release or media communications regarding this Agreement, it shall submit its proposed communication to the other Party (including such representatives, as such other Party may direct) in writing (including e-mail) for the



other Party's review and written approval (including email approval), prior to any release or dissemination to the public or to the media. If either Party wishes to issue any press release or media communications regarding the Programs (other than this Agreement), then the Parties shall meaningful consult regarding any such press release or media communication in advance or publication; provided, that if any such press release mentions the other Party, then the other Party shall have prior written approval (not to be unreasonably withheld, delayed or conditioned) regarding the references to such Party therein. Subject to the approval of Key Man in each instance, press releases by Producer (or TCI) may in a customary place include a brief mission statement as the Company may from time to time provide to Producer.

(d) The Parties acknowledge that the Key Man shall exercise the primary creative and design authority respecting communications respecting branding, quality and production of the Programs, and the Party's press release approval rights hereunder shall not be rendered in a manner so as to interfere with such authority.

24. FURTHER ASSURANCES. In addition to specific assurances herein or in the Transaction Agreements, the Parties agree to execute any and all further documents or instruments consistent herewith, and to perform such ministerial and administrative tasks which are not in conflict herewith and which are materially necessary to carry out the expressed purposes of this Agreement.

25. GOVERNING LAW. Subject to Mandatory Arbitration and the Rules (each as defined below), this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts entered into and performed entirely therein, without regard to any conflict of law principles; provided that if there is any conflict between such choice of law and the Rules or Mandatory Arbitration provisions, the Rules and the Mandatory Arbitration shall control, and such choice of law may not adversely affect or vitiate the Mandatory Arbitration provisions hereof or the application of the Rules in such Mandatory Arbitration.

26. MANDATORY ARBITRATION; SPECIFIC PERFORMANCE; JURISDICTION.

(a) Subject to Mandatory Arbitration and the Rules, this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts entered into and performed entirely therein, without regard to any conflict of law principles; provided that if there is a conflict between such choice of law and the Rules or Mandatory Arbitration provisions, the Rules and the Mandatory Arbitration shall control, and such choice of law may not adversely affect or vitiate the Mandatory Arbitration provisions hereof or the application of the Rules in such Mandatory Arbitration.

The Parties hereto are Christians and believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church (see Matthew 18:15-20; 1 Corinthians 6:1-8). Therefore, the Parties hereto agree that any claim or dispute between them shall be settled by biblically based mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation (the "**Rules**"), to be held in a neutral local or such other mutually agreed upon location. Subject to the primacy of applying such Rules, the Parties will make best efforts to select an arbitrator who has substantial experience in adjudicating and/or arbitrating disputes in the motion picture and television industry. If the parties are not able to locate an arbitrator with such experience, the parties agree that the arbitrator may (and should) select a Special Master at the parties' shared expense with substantial experience in the industry to advise the arbitrator. The parties further agree that for disputes forecast to involve less than \$100 million in controversy, the matter shall be resolved by a single arbitrator, and for matters in excess of \$100 million, the matter shall be resolved by a panel of three arbitrators. (As used herein, the singular "arbitrator" includes the plural if applicable.) The arbitrator shall decide all issues and questions of whether a dispute or claim is subject to mediation and/or arbitration pursuant to the Rules and/or of the arbitrability (including the existence, validity, and scope of the arbitration agreement) and/or jurisdiction of a dispute or claim, pursuant to Rules 24 and 34. The arbitration award shall also provide for payment by the non-prevailing party to the prevailing party of all fees and costs incurred in connection with said arbitration, as well as the reasonable outside attorneys' fees and costs incurred by the prevailing parties. Judgment upon any such arbitration decision or award may be entered in and enforced by any court having jurisdiction thereof. These mandatory arbitration provisions are referred to collectively as "**Mandatory Arbitration**".

(c) Each Party hereby irrevocably: (i) waives any objection which it may have as to determining the basis for jurisdiction in any claim, action or proceedings arising as a result of this Agreement or related thereto, including any claim for which the tribunal set forth above would be a forum non conveniens for the suit, action or proceedings; (ii) waives any right which it may have to initiate any claim, action or proceedings arising as a result of this Agreement before a court in its own domicile; and (iii) agrees as follows: **WAIVER OF JURY TRIAL: EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER,**

THIS AGREEMENT; and (iv) agrees that a final judgment issued in respect of such action, claim or process shall be conclusive and may be enforced by filing legal proceedings in any court in the jurisdiction to which the applicable Party and its assets are subject.

27. NO PRESUMPTION; HEADINGS. In the interpretation of this Agreement, no Party shall be deemed the drafting Party and each provision hereof and thereof shall be interpreted neutrally with no presumption arising in favor of one Party or the other based upon which Party prepared the drafts or the final version hereof or thereof. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

28. ASSIGNMENT.

(a) Subject to the “Financing Proviso” (as defined below), prior to the end of the Key Man Term, neither Party may assign this Agreement or any of its rights hereunder or delegate any of its obligations hereunder without the prior written consent of the other Party, which shall not be unreasonably withheld (and with such consideration by each Party including the context of the relationship reflected in this Agreement); *provided*, that if a Project B Election to Proceed is effected, then such prohibition shall continue until the completion and delivery of Project B pursuant to such Project B Election to Proceed.

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(b) Subject to the Financing Proviso, after the end of the Key Man Term, Producer may effect an assignment of this Agreement without CAS’ consent to surviving or successor entity(ies) directly resulting from a merger, acquisition, corporate reorganization, or sale of all or substantially all of the assets of Producer (“**Reorg**”); *provided* that Producer’s obligations hereunder must be assumed by any such permitted assignee in such Reorg, and such Reorg must include the written agreement of the Key Man (of which CAS shall be a beneficiary) to continue all of the Key Man Affiliation obligations with such assignee in any such Reorg. Other than with respect to a permitted assignment in a Reorg or Financing Transaction, the duties comprising the Key Man Affiliation are not assignable or delegable. Any purported assignment made contrary to the terms of this Agreement (including any assignment for the benefit of creditors, or assignment to a trustee pursuant to any bankruptcy or insolvency or any unpermitted assignment or delegation of the duties comprising the Key Man Affiliation) shall constitute a breach hereof and shall be void *ab initio*. Company in any event, shall not be obligated to accept any executory performances from, or render any executory performances to, any purported assignee of this Agreement in any bankruptcy. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Parties hereto.

(c) This Agreement and the Key Man Affiliation that is a condition hereof requires the personal services of and by the Key Man, and such personal services of the Key Man are inextricably connected to the services to be provided by Producer hereunder. Other than specifically as provided and limited with respect to a Reorg or Financing Transaction (including the Proviso Conditions) provided for herein, the duties and obligations of the Key Man under this Agreement are not assignable or delegable to any person without CAS’ prior written consent (in its sole and absolute discretion), nor shall CAS be compelled to accept Producer’s performance hereunder (or pursuant to any Reorg or Financing Transaction) without the Key Man Affiliation. The Parties acknowledge that CAS’s funding obligations hereunder are financial accommodations and are not assignable to any person without CAS’ prior written consent (in its sole and absolute discretion). For clarity, the foregoing shall not be construed to prohibit Producer Parent’s customary licensing or sub-distribution in the ordinary course of business in connection with its exploitation of the Licensed Rights, subject to any consultation and/or approval rights of CAS as set forth in the 2024 DMA.

(d) Financing Proviso. Notwithstanding the foregoing subparagraphs (a)-(c), Producer may reorganize its capital structure, including, without limitation, by one or more issuances of equity or debt-equity hybrid interests, and/or by a Reorg (as defined above), so long as such transaction (or series of integrated transactions) makes available to Producer, on commercially reasonable terms, a reasonable amount of working capital and liquidity to enable Producer to satisfy its financial obligations as they come due (a “**Financing Transaction**”). A Financing Transaction shall not require the consent of CAS, so long as the following conditions are met with respect to such Financing Transaction (the “**Proviso Conditions**”): (i) if such Financing Transaction includes an assignment of this Agreement or any rights or obligations hereunder to a third party or successor (such third party or successor, an “**Assignee**”), Producer’s obligations hereunder must be assumed in their entirety by any such permitted Assignee in such Financing Transaction; (ii) the Financing Transaction must include the written agreement of the Key Man (of which CAS shall be a beneficiary) to continue all of the Key Man Affiliation obligations (without delegation of Key Man’s personal services) with such Assignee in any such Financing Transaction; (iii) Producer and any Assignee (as applicable) must remain solvent (to the extent such entity remains in existence) immediately after giving effect to the Financing Transaction; (iv) a transfer or assignment in bankruptcy shall not qualify as a Financing Transaction; (v) a Financing Transaction may not violate the MTM Clause; and (vi) the Financing Transaction may not result in a Change of Control. As used hereunder a “**Change of Control**” shall mean a transfer, directly or indirectly, (y) of securities of or other interests in Producer (or Producer Parent or The Chosen Productions, LLC (“**TCPL**”) representing a majority of the votes respecting the election of directors

(or the individuals performing similar functions, such as a manager in the case of a limited liability company) of Producer (or Producer Parent or TCPL), or (z) by the equity holders of Producer (or Producer Parent or TCPL) of the authority to direct the management and policies of Producer (or Producer Parent or TCPL) to any other person or entity (other than its respective board of directors (or manager in the case of a limited liability company)). This subparagraph (d) is referred to as the “**Financing Proviso.**”

29. CONTINUATION OF SECURITY INTERESTS BENEFITTING CAS.

(a) Pursuant to that certain Contribution Funding And Production Agreement dated as of November 29, 2022 between TCI and CAS (including with any ancillary agreements related thereto, the “**2022 Funding Agreement**”), CAS reserved certain rights in and to various rights, properties and assets (including proceeds and after-acquired property (as set forth therein), and in addition, TCI granted to CAS various liens and security interests in properties and rights (including proceeds and after-acquired property, as set forth therein) related to *The Chosen* program and related rights properties and rights, including under a Copyright Mortgage and Security Agreement dated as of November 29, 2022 and schedules mortgages, financing statements, exhibits, agreements and instruments appended thereto or entered into in connection therewith (collectively, “**2022 Ancillary Security Agreements**”).

(b) The 2022 CAS Agreements applied to the production and release of Season 3 of *The Chosen*, and the production of Season 4 of *The Chosen*, and the Parties (and their Affiliates and licensees) are entitled to rely thereupon. The Parties intend that this Agreement and the 2024 Agreements shall apply to the distribution of Season 4 of *The Chosen*, and shall apply to the development, production and distribution of all Episodes and other matters as of and after the Agreement Date. The 2022 CAS Agreements are and shall be deemed amended and novated in their entirety by the 2024 CAS Agreements; provided, that (i) with respect to any new season of *The Chosen* (or Project B, if applicable) commencing with season 5 of *The Chosen*, if there is any conflict between the terms of any provision of the 2022 CAS Agreements and any provision of the 2024 CAS Agreements, the provisions of the 2024 CAS Agreements shall apply; (ii) with respect to the distribution of Season 4 of *The Chosen*, and any renewals and administration of licenses after the Agreement Date by Producer or Producer Parent with respect any new season of *The Chosen* (or Project B, if applicable), including previous seasons, the 2024 CAS Agreements shall apply.

(c) The 2022 Ancillary Security Agreements secured the “Obligations” of TCI as defined in the 2022 Funding Agreement (“**2022 Secured Obligations**”). The 2022 Secured Obligations remain in full force and effect in accordance with their respective terms. The 2022 Ancillary Security Agreements are not terminated by the Transaction Documents.

30. TERMINATION OF SECURITY INTERESTS BENEFITTING TCI.

(a) The 2024 DMA terminates any and all security interests (each a “**Prior TCI Lien**” and collectively, the “**Prior TCI Liens**”), granted by Company to TCI or any Affiliate of TCI pursuant to the terms of (i) the 2022 Funding Agreement, (ii) the Intellectual Property Assignment and Limited Assumption Agreement dated as of November 29, 2022 between TCI and CAS (including any exhibits, security agreements, mortgages, schedules and ancillary agreements related thereto, the “**2022 CAS IPPA**”), (iii) the License Agreement dated as of November 29, 2022 between TCI and CAS (including with any ancillary agreements, exhibits, security agreements, mortgages and schedules related thereto, the “**2022 License Agreement**”), each as amended to date, are referred to herein collectively as the “2022 CAS Agreements. To the extent that Producer was a party to or beneficiary of any such Prior TCI Lien, by this Agreement the Parties hereto hereby terminate each and every such Prior TCI Lien.

(b) Producer hereby irrevocably grants to CAS a power of attorney, to act as Producer's attorney-in-fact, with full authority in the name, place and stead of Producer, from time to time in CAS's sole and absolute discretion, to take any action consistent herewith and to execute any instrument that CAS may reasonably deem necessary or advisable to accomplish the purposes consistent herewith. This power of attorney authority includes the following authority:

- (i) execute, file and record terminations or notice(s) of termination with respect to any Prior TCI Lien, in the sole discretion of CAS without first obtaining TCI's approval thereof or signature thereto, but after providing written notice to TCI;
- (ii) To take any action reasonably necessary or advisable to perfect, maintain, or continue any lien or security interest of CAS under any of the 2022 CAS Agreements or the 2024 CAS Agreements, including, without limitation, executing and filing

any financing statement, mortgage of copyright, trademark or intellectual property security agreement, notice of assignment, payment direction letter, account control agreement, any continuation statement or any amendment thereto, and any other instrument which is necessary to attach or perfect a security interest of CAS granted under the 2022 CAS Agreements or the 2024 CAS Agreements (including as to proceeds and after-acquired property).

(c) The foregoing power of attorney is coupled with an interest and is irrevocable. Company shall use good faith commercially reasonable efforts to afford Producer with five (5) days advance written request and notice prior to Company's exercise of its power of attorney hereunder. If Company executes any documents on Producer's behalf, Company shall provide a copy(ies) of such document(s) to Producer upon written request therefor; provided, that any inadvertent failure of Company to provide such copies shall not be deemed a breach hereof.

### 31. GRANT OF SECURITY INTERESTS

(a) The obligations owing by Producer to CAS set forth herein (and/or in any of the 2024 CAS Agreements, including the 2024 APA) are referred to as the "**Producer Obligations**."

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(b) For the avoidance of doubt and without limitation of the other Secured Obligations (as defined in the Amended, Reinstated and Consolidated Security Agreement attached hereto as Exhibit SA (the "**Security Agreement**"), Producer's Obligations shall be secured by the Security Agreement and the other Security Documents.

(c) For clarity, the grant of the security interest pursuant to the Security Agreement is in addition to the continuation of CAS's existing liens and security interests provided for elsewhere in this Agreement.

(d) Producer hereby irrevocably grants to CAS a power of attorney, to act as Producer's attorney-in-fact, with full authority in the name, place and stead of Producer, from time to time in CAS's sole and absolute discretion, to take any action consistent herewith and to execute any instrument (in Producer's name) that CAS may reasonably deem necessary, including to file and record financing statements and copyright notices, trademark or intellectual property security agreements, notice of assignments, payment direction letters, account control agreements, any continuation statement or any amendment thereto, and any other instrument which is necessary to attach or perfect a security interest of CAS granted hereunder or under the 2022 CAS Agreements (including as to proceeds and after-acquired property). The foregoing power of attorney is coupled with an interest and is irrevocable. Company shall use good faith commercially reasonable efforts to afford Producer with five (5) days advance written request and notice prior to Company's exercise of its power of attorney hereunder. If Company executes any documents on Producer's behalf, Company shall provide a copy(ies) of such document(s) to Producer upon written request therefor; provided, that any inadvertent failure of Company to provide such copies shall not be deemed a breach hereof.

32. MISCELLANEOUS. This Agreement and the Transaction Documents constitutes and contains the entire agreement between the Parties and expressly supersedes in all respects any prior or contemporaneous representations, promises or agreements, whether written or oral, between the Parties with respect to the subject matter hereof. This Agreement may not be changed, modified, amended or supplemented except in writing signed by both Parties hereto. If any provision of this Agreement is held to be illegal, invalid or unenforceable: (a) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby; and (b) the Parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. This Agreement may be executed and delivered via pdf or electronic transmission in one or more counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Agreement Date.

COME AND SEE FOUNDATION, INC. ("**Company**")

By: \_\_\_\_\_  
Its: Ryan Dunham  
Authorized Signatory

THE CHOSEN TEXAS, LLC (“**Producer**”)

By: \_\_\_\_\_  
Its: Derral Eves  
Authorized Signatory

*[Signature Page to the Production Services and Funding Agreement]*

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**UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION****Introduction and Description of the Transaction**

On May 13, 2024, The Chosen, Inc., and certain wholly owned subsidiaries (the “Company”) entered into an Asset Purchase Agreement (the “APA”) providing for a series of transactions (the “CAS Transaction”) with the non-profit entity Come and See Foundation, Inc. (“CAS”).

The CAS Transaction is set forth in (i) the APA by and between CAS and Company, (ii) the Production Services and Funding Agreement (the “PSFA”) between CAS and the Company, and (iii) the Amended and Restated Distribution License and Marketing Services Agreement (the “DMA”, and together with the PSFA and APA, the “CAS Agreements”) between CAS and Company. On June 13, 2024 the CAS Transaction closed and became effective (the “Closing”).

Pursuant to the terms of, and as more specifically set forth in, the CAS Agreements, CAS:

(a) agreed to restructure the existing transactions with the Company with respect to the intellectual property assets comprising the Series and “*The Chosen*” brand, including the first four existing seasons in distribution and all unproduced seasons of episodes, plus derivatives (collectively with The Chosen, the “The Chosen Programs”), with the exception of the excluded assets and excluded liabilities, as defined in the APA, including, but not limited to, the exclusion from sale of physical props, stages, sets, wardrobe, real estate, fixtures, emblems and equipment which were created by the Company (now or in the future) for The Chosen, defined as the (collectively the “Purchased Assets” or “Chosen IP”). In exchange, CAS agreed to (i) the forgiveness of the outstanding principal of the Company’s loan from CAS of \$145,500 thousand, and any accrued but unpaid interest thereon (the “CAS Loan”), (ii) provide the Company a loan in the amount of \$11,684 thousand at signing of the CAS Transaction, for which the outstanding principal balance and accrued but unpaid interest as of the Closing shall be forgiven (the “Bridge Loan Promissory Note”), and (iii) up to \$85,000 thousand of Milestone Payments, paid following the Closing to the extent earned upon the completion and delivery of seasons of The Chosen series as follows; \$21,250 thousand upon the completion and delivery of the fifth season of The Chosen Series, \$21,250 thousand upon the completion and delivery of the sixth season of The Chosen series, \$42,500 thousand upon the completion and delivery of the seventh season of The Chosen series.

(b) engaged the Company to render all development and production services, on a work-made-for-hire basis, for the development, production and delivery of The Chosen to CAS (subject to the Key Man Affiliation), in which CAS shall own all rights in and to The Chosen (the “Production Services”). In exchange, CAS agreed to (i) make a series of financial contributions over time to the Company in the aggregate amount of up to \$256,000 thousand (the “Contribution Commitment” or “Production Funding”) for Company’s use in the development, production, of unproduced The Chosen seasons and certain other potential projects, and (ii) agreed to pay to the Company a market-rate production services fee based upon the agreed budgeted amounts, for the actual development, production and post-production services for each season (or motion picture) through and including complete delivery of The Chosen.

(c) agreed to grant the Company certain rights through an exclusive worldwide license to exploit the commercial exploitation rights in all media and languages, ancillary rights, licensed trademark rights and marketing servicing rights (collectively, the “Distribution Rights”) with respect to The Chosen Programs for a period of ten (10) years (subject to: (a) a 5-year extension if certain other potential projects are produced under the PSFA and (b) automatic annual extensions if certain conditions are satisfied) and (ii) subject to the satisfaction of certain conditions, the right (the “TM Royalty Rights”) to use “The Chosen” brand in connection with the Company’s and/or its affiliates’ production of other biblical universe projects (each, a “Chosen-Branded Production”). In exchange, the Company is required to pay CAS certain percentages of: (i) the gross receipts from Company’s exploitation of the Distribution Rights (excluding the ancillary rights) after recoupment of certain marketing expenses; (ii) the gross receipts from Company’s exploitation of the ancillary rights; and (iii) the gross receipts from Company’s exploitation of the TM Royalty Rights for each Chosen-Branded Production.

**Basis of Pro Forma Presentation**

The unaudited pro forma condensed consolidated financial information and related notes are prepared in accordance with Article 11 of Regulation S-X, *Pro Forma Financial Information*. The pro forma adjustments include transaction accounting adjustments to give effect to the CAS Transaction, including the forgiveness of the Company’s historic debt and related interest related to the CAS Loan. The “The Historic Chosen” column in the unaudited pro forma condensed consolidated balance sheet and in the unaudited pro forma condensed

consolidated statement of operations reflect the Company's historical financial statements for the periods presented and do not reflect any adjustments related to the CAS Transaction. Assumptions and estimates underlying the proforma adjustments are described herein and in the accompanying notes.

The unaudited pro forma condensed consolidated balance sheet as of March 31, 2024 gives effect to the CAS Transaction as if it had occurred on March 31, 2024. The unaudited pro forma condensed consolidated statements of operations for the year ended December 31, 2023 and for the three months ended March 31, 2024 give effect to the CAS Transaction as if it had occurred as of January 1, 2023, the first day of the Company's fiscal year 2023.

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The unaudited pro forma condensed consolidated financial information is presented for illustrative purposes only and is not necessarily indicative of the financial position or results of operations in future periods or the results that would have been achieved had the CAS Transaction been consummated as of the periods indicated or to project the Company's results of operations or financial position for any future period. The actual results reported in periods following the transaction may differ significantly from those reflected in the pro forma financial information presented herein, nor does it purport to indicate results which may be attained in the future, for a number of reasons, including, but not limited to, differences between the assumptions used to prepare this pro forma financial information, and the Company's future results of operation and financial condition may differ significantly from the proforma amounts reflected. The pro forma adjustments included in the accompanying unaudited pro forma condensed consolidated financial information are based on currently available data and estimates and assumptions that the Company believes are reasonable as of the date of this filing.

For accounting purposes, the CAS Transaction does not meet the criteria requiring discontinued operations presentation in accordance with U.S. Generally Accepted Accounting Principles as it is not considered a component of an entity that comprises operations and cash flows that can be clearly distinguished from the rest of the Company, nor is not considered to represent a strategic shift in the Company's operations.

The Company determined that the agreements between the Company and CAS, which comprise the CAS Transaction, should be combined and viewed in conjunction with one another which form a singular transaction for accounting purposes, principally as the agreements were negotiated as a package to achieve a collective commercial objective. The Company determined the units of account in the CAS Transaction are principally the (i) sale of The Chosen IP pursuant to ASC 610-20, *Gains and Losses from the Derecognition of Nonfinancial Assets* ("ASC 610"), with control over The Chosen IP transferring to CAS, as CAS will obtain the rights and privileges necessary to direct the use of The Chosen IP and obtain substantially all the remaining economic benefits, (ii) Production Services arrangement with CAS pursuant to ASC 606, *Revenue from Contracts with Customers* ("ASC 606") which involves multiple performance obligations for the performance of work-for-hire production services, on behalf of and at the direction of CAS, for the yet to be produced and completed seasons of The Chosen Series which shall be recognized over the period of time the Company satisfies its production obligations for each season of The Chosen, and (iii) receipt of certain rights to use The Chosen IP for commercial exploitation granted through the in-license granted by CAS in exchange for defined royalty based costs payable to CAS based on the Company's receipts from the sale and usage for the granted rights pursuant to ASC 705, *Cost of Sales and Services* ("ASC 705").

The sale of the intellectual property rights of the unproduced seasons of The Chosen are considered to represent distinct assets to be transferred in the future, separate from the existing produced and completed seasons of The Chosen Series and "The Chosen" brand transferred at the Closing of the CAS Transaction. Therefore, the consideration exchanged for the sale of The Chosen IP in the CAS Transaction is allocated to each asset on a relative standalone selling price basis, applying preliminary estimates for the purposes of the unaudited pro forma condensed consolidated financial information. Further, the Company's obligation to transfer the completed content of the unproduced seasons of The Chosen are combined with the Company's performance obligations to develop, produce and deliver the completed season of The Chosen pursuant to ASC 606 as they do not represent separate and distinct obligations or assets to be transferred. Therefore, the consideration allocated the intellectual property rights of the unproduced seasons of The Chosen is included in the Production Services consideration pursuant to ASC 606.

The Company determined the total estimated consideration to be exchanged for the transfer of The Chosen IP to CAS in the CAS Transaction for the purpose of the pro forma adjustments as follows:

<i>(in thousands)</i>	<b>Amount</b>
Bridge Loan Promissory Note Forgiveness	\$ 11,684
CAS Loan Forgiveness	145,500

Existing balances from arrangements with CAS	1,929
Upfront Consideration	\$ 159,112
Milestone Payments	85,000
<b>Total estimated consideration</b>	<b>\$ 244,112</b>

The unaudited pro forma condensed consolidated financial statements reflect the transaction accounting adjustments for the aforementioned units of account to affect the CAS Transaction as well as other related transaction accounting adjustments, including forgiveness of the CAS Loan, and interest, and Bridge Loan Promissory Note in exchange for the sale of The Chosen IP, applying key assumptions and estimates described herein and in the accompanying notes.

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The following unaudited pro forma condensed consolidated financial statements are derived from, and should be read in conjunction with, the Company's historical financial statements and the notes thereto, as presented in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2023 and the Company's Quarterly report on Form 10-Q for the three months ended March 31, 2024, filed with the Securities and Exchange Commission ("SEC") on April 1, 2024 and May 15, 2024, respectively.

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**The Chosen, Inc.**  
**Pro Forma Condensed Consolidated Balance Sheet**  
**As of March 31, 2024**  
**(unaudited)**  
**(In thousands)**

	<b>The Chosen Historical</b>	<b>Transaction Accounting Adjustments</b>	<b>Notes</b>	<b>Pro Forma</b>
<b>Assets</b>				
Cash	\$ 19,117	\$ 11,684	(a)	\$ 30,801
Accounts receivable, net of allowances of \$864 as of March 31, 2024	23,712	—		23,712
Inventory	15,138	—		15,138
Prepaid assets	4,947	—		4,947
Other current assets	1,882	8,387	(c)	10,269
<b>Total current assets</b>	<b>64,796</b>	<b>20,071</b>		<b>84,867</b>
Property and equipment, net	39,549	—		39,549
Film costs, net	64,401	(59,149)	(c)	5,252
Other assets	1,085	(60)	(c)	1,025
Deferred tax asset, net	3,582	—		3,582
<b>Total assets</b>	<b>\$ 173,413</b>	<b>\$ (39,138)</b>		<b>\$ 134,275</b>
<b>Liabilities and Equity</b>				
Accounts payable	\$ 8,365	\$ —		\$ 8,365
Accrued expenses and other current liabilities	11,020	30,358	(d), (e)	41,378
Current portion of long-term debt and lease liabilities	417	—		417
<b>Total current liabilities</b>	<b>19,802</b>	<b>30,358</b>		<b>50,160</b>
Long-term debt and lease liabilities, net	138,286	(137,918)	(b)	368
Other noncurrent liabilities	2,560	59,539	(e)	62,099
<b>Total liabilities</b>	<b>160,648</b>	<b>(48,021)</b>		<b>112,627</b>
Commitments and contingencies				



Series A Common Stock, \$0.001 par value; 10,900 shares authorized; 6,950 issued and outstanding at March 31, 2024	7	—		7
Series B Common Stock, \$0.001 par value; 25,000 shares authorized; 5,595 and 1,254 shares issued and outstanding at March 31, 2024	6	—		6
Additional paid-in capital	10,237	—		10,237
Retained earnings	(5,810)	8,883	(e)	3,073
Noncontrolling interest	8,325	—		8,325
Total equity	<u>12,765</u>	<u>38,160</u>		<u>21,648</u>
Total liabilities and equity	<u>\$ 173,413</u>	<u>\$ (39,138)</u>		<u>\$ 134,275</u>

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**The Chosen, Inc.**  
**Pro Forma Condensed Consolidated Statement of Operations**  
**For the three months ended March 31, 2024**  
**(unaudited)**  
**(In thousands, except share and per share amounts)**

	<u>The Chosen Historical</u>	<u>Transaction Accounting Adjustments</u>	<u>Notes</u>	<u>Pro Forma</u>
<b>Revenues:</b>				
Licensed content and merchandise revenues	\$ 27,537	\$ —		\$ 27,537
Production services revenues	—	14,286	(f)	14,286
Contribution revenues	—	—		—
Total revenues	<u>27,537</u>	<u>14,286</u>		<u>41,823</u>
Cost of revenues	10,327	28,907	(f), (g)	39,234
Distribution and marketing	14,770	(13,332)	(h)	1,438
Amortization of film costs	10,839	(10,279)	(i)	560
Depreciation and amortization	2,826	—		2,826
General and administrative	13,956	—		13,956
Operating expenses	<u>52,718</u>	<u>5,296</u>		<u>58,014</u>
Net operating income (loss)	(25,181)	8,990		(16,192)
Interest income	293	—		293
Interest expense	(2,955)	4,019	(j)	1,064
Other income (expense)	166	—		166
Net income (loss) before income taxes	(27,677)	13,009		(14,668)
Benefit (provision) for income taxes	6,022	(2,836)	(k)	3,186
Net income (loss)	(21,655)	10,173		(11,482)
Net loss attributable to noncontrolling interest	1,410	—		1,410
Net income (loss) attributable to The Chosen, Inc.	<u>\$ (20,245)</u>	<u>\$ 10,173</u>		<u>\$ (10,072)</u>
Earnings (loss) per Common Stock/Common Units, basic and diluted (1)	<u>\$ (1.61)</u>			<u>\$ (0.80)</u>
Weighted Average Common Stock/Common Units outstanding, basic and diluted (1)	<u>12,545</u>			<u>12,545</u>

(1) Represents earnings (loss) per share and weighted average issued and outstanding Series A Common Stock and Series B Common Stock.

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**The Chosen, Inc.**  
**Pro Forma Condensed Consolidated Statement of Operations**  
**For the twelve months ended December 31, 2023**  
**(unaudited)**  
**(In thousands, except share and per share amounts)**

	<b>The Chosen Historical</b>	<b>Transaction Accounting Adjustments</b>	<b>Notes</b>	<b>Pro Forma</b>
<b>Revenues:</b>				
Licensed content and merchandise revenues	\$ 51,944	\$ —		\$ 51,944
Production services revenues	—	64,832	(l)	64,832
Contribution revenues	28,985	—		28,985
<b>Total revenues</b>	<b>80,929</b>	<b>64,832</b>		<b>145,761</b>
<b>Cost of revenues</b>	<b>22,056</b>	<b>67,118</b>	<b>(l), (m)</b>	<b>89,174</b>
Distribution and marketing	21,778	(15,000)	(n)	6,778
Amortization of film costs	13,290	(13,290)	(o)	—
Depreciation and amortization	8,897	—		8,897
General and administrative	25,330	—		25,330
Operating expenses	91,351	38,828		130,179
Gain on sale	—	27,097	(p)	27,097
Net operating income (loss)	(10,422)	53,101		42,679
Interest income	2,799	—		2,799
Interest expense	(3,279)	3,138	(q)	(141)
Other income (expense)	(184)	—		(184)
Net income (loss) before income taxes	(11,086)	56,239		45,153
Benefit (provision) for income taxes	2,129	(13,346)	(r)	(11,217)
Net income (loss)	(8,957)	42,894		33,937
Net loss attributable to noncontrolling interest	5,388	—		5,388
Net income (loss) attributable to The Chosen, Inc.	\$ (3,569)	\$ 42,894		\$ 39,325
Earnings (loss) per Common Stock/Common Units, basic and diluted <sup>(1)</sup>	\$ (0.28)			\$ 3.13
Weighted Average Common Stock/Common Units outstanding, basic and diluted <sup>(1)</sup>	12,545			12,545

(1) Represents earnings (loss) per share and weighted average issued and outstanding Series A Common Stock and Series B Common Stock.

**The Chosen, Inc.**  
**Notes to the Pro Forma Condensed Consolidated Financial Statements**  
**(unaudited)**

The unaudited pro forma condensed consolidated financial statements reflect the following adjustments:

- a. Adjustment reflects the upfront cash of \$11,684 thousand from the Bridge Loan Promissory Note with CAS received at execution of the CAS transaction which was forgiven and canceled pursuant to the APA at close and included in the consideration exchanged for sale of The Chosen IP.

b. Adjustment reflects the forgiveness of the CAS Loan of \$145,500 thousand of principal, pursuant to the APA, which is included in the consideration exchanged for sale of the Chosen IP, and elimination of unamortized debt issuance costs and debt discounts of \$7,582 thousand.

c. Adjustment reflects the elimination of the assets sold pursuant to the APA of \$50,762 thousand of Film costs, net and \$60 thousand of copyright intangible asset, net related to “The Chosen” brand. Additionally, reflects the reclassification of film costs of \$8,387 thousand related to production services for Season 5 deferred and to be recognized to Cost of revenues as Production serves revenues are earned.

d. Adjustment reflects the accrual of estimated direct and incremental transaction costs of \$1,272 thousand.

e. Adjustment reflects the estimated gain on the sale of the Chosen IP, calculated as follows: \$68,559 thousand of sale consideration allocated to the Chosen IP transferred at sale, as if the Transaction had occurred as of March 31, 2024, less (i) the carrying value of net assets of the disposed Chosen IP of \$50,762 thousand, (ii) estimated direct transaction costs of \$1,272 thousand, and (iii) derecognition of existing balances related to arrangements with CAS of \$7,840 thousand. Additionally, reflects the adjustments to record a current and non-current contract liability of \$29,086, and \$59,539, respectively thousand for the upfront consideration exchanged for the Chosen IP attributable to the yet to be produced and completed seasons of The Chosen.

f. Adjustment reflects the recognition of production services revenue of \$14,286 thousand in exchange for the services performed on behalf of CAS for the production of unproduced seasons of the Chosen. The Company is entitled to consideration based on agreed upon production budget of each season, plus a production fee mark-up of 20% pursuant to the Production Services Funding Agreement. During the quarter-ended March 31, 2024 the Company was engaged in final production of Season 4, and production activities for Season 5. Therefore, the adjustment reflects pro forma revenue based upon the production costs incurred as estimate measure of progress of the performance obligation, applying the contractual mark-up and the CAS Transaction consideration allocated the performance obligations. Additionally, the adjustment reflects recognition of costs of revenue for production costs incurred during the quarter-ended March 31, 2024 of \$7,990 thousand, which were deferred and capitalized as film costs in the historical condensed consolidated financial statements.

g. Adjustment reflects the recognition of costs revenues of \$20,917 thousand from the royalty fee payable to CAS based on the Company's receipts from right to use the Chosen IP for commercial exploitation through the in-license granted by CAS pursuant to the Distribution Agreement.

h. Adjustment reflects the recoupment of marketing costs incurred by the Company of \$13,332 thousand related to the marketing activities for the commercial distribution and exploitation of The Chosen IP for which the Company is entitled to reimbursement from CAS pursuant to the DMA.

i. Adjustment reflects the elimination of amortization expense for Film costs of \$10,279 thousand related to the assets sold pursuant to the APA.

j. Adjustment reflects the reversal of \$4,019 thousand of amortization of debt discounts, issuance costs and interest expense related to the CAS Loan, which is forgiven and canceled pursuant to the APA.

k. Adjustment represents the estimated income tax effect of the pro-forma adjustments. The tax effect of the pro-forma adjustments was calculated using the historical statutory rate of 21.8% in effect for the period presented.

l. Adjustment reflects the recognition of production services revenue of \$64,832 thousand in exchange for the services performed on behalf of CAS for the production of unproduced seasons of the Chosen. The Company is entitled to consideration based on agreed upon production budget of each season, plus a production fee mark-up of 20% pursuant to the Production Services Funding Agreement. During the year-ended December 31, 2023 the Company was engaged in production of Season 4, and early production activities for Season 5. Therefore, the adjustment reflects pro forma revenue based upon the production costs incurred as estimate measure of progress of the performance obligation, applying the contractual mark-up and the CAS Transaction consideration allocated the performance obligations. Additionally, the adjustment reflects recognition of costs of revenue for production costs incurred during the year-ended December 31, 2023 of \$42,456 thousand, which were deferred and capitalized as film costs in the historical consolidated financial statements.

m. Adjustment reflects the recognition of costs revenues of \$24,661 thousand from the royalty fee payable to CAS based on the Company's receipts from right to use the Chosen IP for commercial exploitation through the in-license granted by CAS pursuant to the Distribution Agreement.

n. Adjustment reflects the recoupment of marketing costs incurred by the Company of \$15,000 thousand related to the marketing activities for the commercial distribution and exploitation of The Chosen IP for which the Company is entitled to reimbursement from CAS pursuant to the DMA.

o. Adjustment reflects the elimination of amortization expense for Film costs of \$13,290 thousand related to the assets sold pursuant to the APA.

p. Adjustment reflects the estimated gain on the sale of the Chosen IP, calculated as follows: \$55,055 thousand of sale consideration allocated to the Chosen IP transferred at sale, as if the Transaction had occurred as of January 1, 2023, less (i) the carrying value of net assets of the disposed Chosen IP of \$18,847 thousand, as if the Transaction had occurred as of January 1, 2023, thus excluding film costs recognized in the unaudited pro forma condensed consolidated statement of operations for the year ended December 2023, (ii) estimated direct transaction costs of \$1,272 thousand, and (iii) derecognition of existing balances related to arrangements with CAS of \$7,840 thousand.

q. Adjustment reflects the reversal of \$3,138 thousand of amortization of debt discounts, issuance costs and interest expense related to the CAS Loan, which is forgiven and canceled pursuant to the APA.

r. Adjustment represents the estimated income tax effect of the pro-forma adjustments. The tax effect of the pro-forma adjustments was calculated using the historical statutory rate of 23.7% in effect for the period presented.

The Company's historical unaudited condensed consolidated statements of operations for the three months ended March 31, 2024 includes \$989 thousand of transaction costs incurred in connection with the CAS Transaction reflected within General and administrative which are costs that will not recur beyond 12 months. The estimated income tax effect of the non-recurring transaction costs is \$216 thousand, using the historical statutory rate of 21.8% in effect for the period presented.

The Company's historical consolidated statements of operations for the year-ended December 31, 2023 includes revenues recognized from CAS pursuant to prior agreements between the Company and CAS. On October 31, 2023, the Company entered into the Second Amendment to the Contribution Agreement with CAS, (the "Second Amendment") which modified and revised various commercial terms of the Company's agreements with CAS, including eliminating the obligation of CAS to provide Contribution Revenue to the Company. As such, no additional Contribution Revenue has been received by the Company subsequent to the signing of the Second Amendment and therefore, the amount represents revenue that will not recur beyond 12 months.

Cover

Jun. 13, 2024

Cover [Abstract]

<u>Document Type</u>	8-K
<u>Amendment Flag</u>	false
<u>Document Period End Date</u>	Jun. 13, 2024
<u>Entity File Number</u>	000-56519
<u>Entity Registrant Name</u>	The Chosen, Inc.
<u>Entity Central Index Key</u>	0001733443
<u>Entity Tax Identification Number</u>	82-3246222
<u>Entity Incorporation, State or Country Code</u>	DE
<u>Entity Address, Address Line One</u>	4 S 2600 W
<u>Entity Address, Address Line Two</u>	Suite 5
<u>Entity Address, City or Town</u>	Hurricane
<u>Entity Address, State or Province</u>	UT
<u>Entity Address, Postal Zip Code</u>	84737
<u>City Area Code</u>	435
<u>Local Phone Number</u>	767-1338
<u>Written Communications</u>	false
<u>Soliciting Material</u>	false
<u>Pre-commencement Tender Offer</u>	false
<u>Pre-commencement Issuer Tender Offer</u>	false
<u>Title of 12(g) Security</u>	Series B Common Stock
<u>Entity Emerging Growth Company</u>	true
<u>Elected Not To Use the Extended Transition Period</u>	false

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