

MEMORANDUM OF UNDERSTANDING

BETWEEN WENDY JAFFE AND LIONS GATE ENTERTAINMENT CORP.

This Confidential Memorandum of Understanding (“MOU”) is entered into by and between Wendy Jaffe, her heirs, executors, administrators, successors, and assigns (“Jaffe”), on the one hand, and Lions Gate Entertainment Corp., its parents, affiliates and subsidiaries, and each of their successors, and assigns, and the directors, officers, employees, agents, representatives and independent contractors of each of the foregoing (collectively referred to herein as “Lions Gate”), on the other.

WHEREAS, Jaffe has asserted various legal claims against Lions Gate related to conduct that occurred during and after Jaffe’s employment with Lions Gate (the “Claims”).

WHEREAS, Jaffe and Lions Gate desire to resolve any and all pending and potential actions and issues that were asserted or could have been asserted against Lions Gate arising from her employment up to the date of execution hereof without the further expenditure of time or expense of litigation and, for that reason, have entered into this MOU.

WHEREAS, Jaffe and Lions Gate intend to negotiate in good faith a long-form settlement and release agreement and execute the same within 7 calendar days of the full execution hereof, but intend for this MOU to be binding and enforceable in the event the parties do not fully execute such long-form settlement and release agreement.

NOW, THEREFORE, in consideration of the covenants, promises, releases, and waivers set forth in this Agreement, Jaffe and Lions Gate each agree to settle their dispute on the following terms, conditions, and releases:

1. Lions Gate shall pay to Jaffe a gross amount of US \$2.5 million without any withholdings or deductions, said payment to be made via wire transfer to the Moss Bollinger LLP client trust account within seven business days of written notice by Jaffe or her counsel;
2. Lions Gate shall make a charitable donation to a women’s charity, to be mutually agreed upon by the parties, in the gross amount of US \$100,000;
3. Lions Gate shall request at the first regularly scheduled meeting of its Compensation Committee that the Compensation Committee approve the extension of Jaffe’s right to purchase 20,000 shares of Lions Gate common stock (“Options”) through and until March 13, 2023. If the Options are converted for any reason, Jaffe’s Options will be treated no differently than any other employees’ options under the Plan;
4. Lions Gate shall deliver to Jaffe a letter of recommendation signed by Jon Feltheimer;

5. Jaffe may list Jon Feltheimer as a reference for inquiries by potential employers. When responding to an inquiry, Jon Feltheimer will respond consistent with the content of the letter described in paragraph 4 above, an executed copy of which is attached hereto and incorporated herein by reference as Exhibit A. In the event that Jon Feltheimer ceases to be employed by Lions Gate, Jaffe shall have the right to designate a replacement reference source, subject to Lions Gate's approval, not to be unreasonably withheld or untimely delayed and to be deemed given if not rejected within five business days of Lions Gate's receipt of Jaffe's written request therefore.
6. In the event that a potential employer contacts Wayne Levin, Steve Beeks, Jason Constantine and/or Ross Pollack (the "Executives") for a job reference and/or to confirm the reason for Jaffe's separation from the company, Lions Gate shall cause such Executives to confirm her position in the company, provide a positive reference with respect to the quality of her work, and her work ethic, and state, if asked, that Jaffe voluntarily left the company to pursue other opportunities.
7. The Parties agree to customary mutual waivers and releases, including but not limited to Civil Code Section 1542 releases. Jaffe waives and releases Lions Gate from any claims for discrimination, harassment, retaliation or any other violation under any local, state or federal law, regulation, or ordinance (including, but not limited to, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the National Labor Relations Act, the Worker Adjustment Retraining and Notification Act, the Employee Retirement Income Security Act, the California Fair Employment and Housing Act, the California Family Rights Act, and the California Labor Code, including but not limited to the Private Attorney's General Act); or wrongful termination, constructive discharge, failure to engage in the interactive process, failure to provide accommodations, breach of express and/or implied-in-fact contract, breach of the covenant of good faith and fair dealing, unpaid wages, violation of public policy, intentional and/or negligent infliction of emotional distress, defamation, invasion of privacy, fraud and/or negligent misrepresentation, negligent supervision and/or retention, intentional and/or negligent interference with contractual relations and/or prospective economic advantage, and other common law torts; or any claim for severance pay, bonus, incentive pay, sick leave, sick pay, holiday pay, vacation pay, life insurance, health and medical insurance or any other fringe benefit, or disability.
8. The Parties agree to mutual confidentiality which includes the terms and conditions of this MOU, and the factual circumstances and theories of the Claims, subject to the following exceptions: (a) Jaffe may refute any false statements made to her regarding any aspect of her employment with Lions Gate; and (b) if asked about the status or existence of a dispute in relation to the Claims, such party or parties shall respond that the matter has been resolved.



9. The Parties agree to mutual non-disparagement. With respect to Lions Gate, this mutual non-disparagement requirement will apply to the following employees: Employees who hold the title of President and above; J. David Nonaka, John Biondo, Adrian Kuzycz, James Gladstone, Ross Pollack, Rachel Moritz, Eileen Kohler, Heidi Willemsen, Lisa Andelson and Audrey Lee.
10. **ADEA Waiver**. Jaffe expressly acknowledges and agrees that by entering into this MOU, Jaffe is waiving any and all rights or claims that she may have arising under the Age Discrimination in Employment Act of 1967, as amended (“ADEA”), which have arisen on or before the date of execution of this Agreement. Jaffe further expressly acknowledges and agrees that:
 - (a) In return for this MOU, she will receive consideration beyond that which she was already entitled to receive before entering into this MOU;
 - (b) Jaffe is hereby advised in writing to consult with an attorney before signing;
 - (c) Jaffe was given a copy of this MOU on December 2, 2016 and informed that she had twenty-one (21) days within which to consider this MOU and that if she wished to execute this MOU prior to expiration of such 21-day period, she is waiving the 21-day consideration period;
 - (d) Nothing in this MOU prevents or precludes Jaffe from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs from doing so, unless specifically authorized by federal law; and
 - (e) Jaffe was informed that Employee has seven (7) days following the date of execution of this MOU in which to revoke this MOU, and this MOU will become null and void if Jaffe elects revocation during that time. Any revocation must be in writing and must be received by Lions Gate by hand delivery to Adam Karr at O’Melveny & Myers LLP during the seven-day revocation period. In the event that Jaffe exercises her right of revocation, neither party will have any obligations under this Release.
11. This MOU shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties under this MOU shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.
12. This MOU shall not be binding until and unless signed by both parties.
13. This MOU may be executed in counterparts, and each counterpart, when executed, shall have the same effect as a signed original. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

In the event the parties do not enter into a long-form settlement and release agreement, this MOU shall be enforceable as a signed writing pursuant to California Code of Civil Procedure § 664.6.

(ALL SIGNATURES ON PAGE 4)



I HAVE READ THE FOREGOING MEMORANDUM OF UNDERSTANDING AND I
ACCEPT AND AGREE TO THE PROVISIONS IT CONTAINS AND HEREBY EXECUTE IT
VOLUNTARILY WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

EXECUTED this 3rd day of December 2016, at 4:12 PM.

By 
Wendy Jaffe

EXECUTED this ____ day of December 2016, at _____.

LIONS GATE ENTERTAINMENT CORP.

By _____

Approved as to form:
MOSS BOLLINGER LLP

By _____
Jeremy F. Bollinger
Attorneys for Wendy Jaffe

Approved as to form:
O'MELVENY & MYERS LLP

By _____
Adam J. Karr
Attorneys for Lions Gate Entertainment Corp.