

## BLIND COMMITMENT AGREEMENT

The following terms and conditions shall govern if Warner Bros. Pictures, a division of WB Studio Enterprises Inc. ("Producer"), with offices at 4000 Warner Boulevard, Burbank, California 91522, engages my ("Writer") writing services pursuant to the terms and conditions set forth in the Writer Employment Agreement attached hereto as Schedule "1," in connection with one (1) feature-length theatrical motion picture presently referred to as "BLIND DEAL SUBMISSION CALL" (the "Blind Commitment Picture").

WHEREAS, Producer and The Black List ("Black List") have agreed to collaborate to provide access and opportunities for aspiring diverse writers through a Blind Script Deal Submission Call ("Program") hosted by Black List on its Website ([www.blcklst.com](http://www.blcklst.com)) ("Site");

WHEREAS, Writer has opted in to the Program on the Site, and in so doing, Writer has opted in to have an original, existing script that has been hosted on the Site considered by Producer in determining whether to select Writer for this Blind Commitment Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Writer hereby irrevocably agrees as follows:

A. Conditions Precedent: Producer's obligations hereunder are subject to the following: (a) the selection of Writer, in Producer's sole discretion, for this Agreement; and (b) delivery to Producer of this Blind Commitment Agreement and the attached Writer Employment Agreement, duly signed by Writer.

1. Submission Period: The Submission Period shall be the period commencing on satisfaction of the Conditions Precedent and continuing until the earlier of (a) three (3) months thereafter; or (b) mutual approval of a "Writer's Submission" or a "Producer's Submission" (as such terms are hereinafter defined) in accordance with the provisions hereof; or, if no Writer's Submission or Producer's Submission is mutually approved, Writer's selection of a Producer Submission pursuant to paragraph 2 below.

2. Submission of Material: During the Submission Period, Writer shall submit exclusively to Producer, on a first look basis, all material created, owned or controlled by Writer or otherwise available for sale to Producer, and all motion picture projects, ideas or notions of Writer, which Writer desires to develop into a screenplay for a potential feature length theatrical motion picture, regardless of the form of the material (collectively and individually, "Writer's Submissions"). During the Submission Period, except as provided in Paragraph 3 below, Writer shall not submit or cause to be submitted, directly or indirectly, any such material to any person, firm, corporation or entity other than Producer for any purpose. There shall be at least three (3) original Writer's Submissions during the Submission Period unless the first or second Writer's Submission is approved by Producer or a Producer's Submission (as defined below) is accepted by Writer, in which case, Writer shall have no further obligation to submit projects in connection with the Blind Commitment Picture. Also, during the Submission Period, Producer may submit to Writer ideas (regardless of the form of the material) for development as potential theatrical motion pictures ("Producer's Submissions").

Producer shall have fifteen (15) business days after receipt of each Writer's Submission in which to accept or reject the same as the basis for the Blind Commitment Picture, and Writer shall have fifteen (15) business days after receipt of each Producer's Submission in which to accept or reject the same as the basis for the Blind Commitment Picture, with failure to respond within the applicable time period deemed a rejection. If either party accepts one of the other's submission and provided Producer is able to obtain signed agreements for any and all necessary underlying rights from third parties, then, the applicable submission shall be deemed the Blind Commitment Picture.

If, upon expiration of the Submission Period, none of Writer's Submissions or Producer's Submissions have been mutually approved, then, within ten (10) business days after the expiration of the Submission Period ("Producer's Designation Period"), Producer may designate the idea, project or notion for Writer as the basis for the Blind Commitment Picture and Writer shall perform writing services in connection with the Blind Commitment Picture for Producer ("Designated Project"). If Producer fails to provide Writer with a Designated Project prior to the expiration of Producer's Designation Period, then (a) Producer shall have the right to designate the idea, project or notion for Writer as the basis for the Blind Commitment Picture within one (1) year following the expiration of Producer's Designation Period and Writer shall be obligated to render writing services in connection therewith, subject to Writer's professional availability, and (b) Writer may submit to Producer a written request for payment pursuant to Paragraph 2(c) of the Writer Loanout Agreement ("Writer's Notice"), and provided Writer is not in default hereunder, Producer shall pay to Writer (i) within three (3) business days of Producer's receipt of Writer's Notice, the start payment for the first Committed Material (which capitalized term is defined in Paragraph 2 of the Writer Loanout Agreement) (i.e., the First Draft Screenplay) and then the balance of the compensation for the first Committed Material as if the first Committed Material was timely requested and delivered; and (ii) thereafter, in accordance with Producer's instructions set forth under Paragraph 2 of the Writer Loanout Agreement, the start payment for the second Committed Material (i.e., the First Rewrite) and then the balance for the compensation of the second Committed Material compensation as if the second Committed Material was timely requested and delivered.

When the Blind Commitment Picture is designated pursuant to this Paragraph 2, Writer shall commence rendering writing services in accordance with the terms and conditions of the Writer Agreement attached hereto and incorporated herein by reference. Notwithstanding the foregoing, the provisions of Paragraph 6C of the Writer Agreement ("First Negotiation Provision") shall apply to the Blind Commitment Picture only in the event that such Blind Commitment Picture is not a "library project," as defined below. In all other instances, Producer will give good faith consideration to the application of the First Negotiation Provision with respect to the Blind Commitment Picture. As used herein, the term "library project" shall mean any audio-visual production which has been previously produced by Producer or any other Warner Bros. Entertainment company (e.g., motion picture, television production, direct-to-video, etc.), or is a property that is owned or controlled by DC Comics.

3. **Exclusivity:** During the Submission Period, Writer shall remain exclusively available to render writing services for the Blind Commitment Picture (i.e., the Blind Commitment Picture shall be the next project for which Writer renders writing services). After the expiration of the Submission Period and the approval or selection of a submission to be the Blind Commitment Picture hereunder, Writer may submit to third parties any project ideas previously submitted to and rejected by Producer, provided that Writer shall not provide writing

services in connection with any such rejected project idea (or any project assigned to Writer by a third party) until four (4) weeks after all writing services with respect to the Blind Commitment Picture have been completed.

4. Conflicting Obligations: Writer represents and warrants that Writer is free to enter into this Agreement and that Writer is not subject to any conflicting obligations or any disability which will materially interfere with or prevent Writer from fully performing all of Writer's obligations hereunder.

5. Transportation and Expenses:

(a) General: If Writer is required by Producer to travel to Producer's offices in Burbank, California, and if such offices are more than 50 miles away from Writer's principal residence, Producer shall furnish and pay for, or reimburse Writer for the cost of: (i) round-trip transportation, business-class if available, by air if appropriate, between such residence (or from wherever Writer may then be, if closer) and Producer's offices; and (ii) reasonable hotel accommodation (room and tax only) for three (3) nights and a daily allowance of \$100 during such period. Producer's obligation to reimburse Writer for transportation and living expenses shall be subject to Producer's usual expense accounting procedures.

(b) Rental Car: If Writer is required by Producer to travel to Producer's offices in Burbank, California, and if such offices are more than 50 miles away from Writer's principal residence, Producer shall reimburse Writer for the reasonable cost of a domestic mid-sized rental car (including insurance) during such period for Writer's personal use. Writer agrees to lease said rental car in Writer's name.

6. Miscellaneous: Writer hereby agrees that Writer shall duly execute, acknowledge and deliver any and all further instruments or documents which may be reasonably necessary to effectuate the purposes and intent of this Agreement; and Writer hereby irrevocably appoints Producer as attorney-in-fact with full power to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere any and all such documents Writer fails to execute, acknowledge and deliver to Producer within five (5) days after Producer's request unless a shorter time is reasonably required by Producer. The appointment shall be a power coupled with an interest. Producer shall provide a copy of any document executed on Writer's behalf as provided herein but any inadvertent failure by Producer to do so shall not be a breach of this Agreement.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors and administrators.

This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and fully performed therein. Only the California courts (state and federal) shall have jurisdiction over controversies regarding this Agreement; any proceeding involving such controversies shall be brought in those courts, in Los Angeles County, and not elsewhere.

This Agreement cancels and supersedes all prior agreements (except for the Writer Agreement) and understandings between the parties relating to the subject matter hereof, and

contains all of the terms, conditions and promises of the parties hereto in the premises; and no modification of any provisions hereof shall be valid except in a writing signed by the parties. No officer, employee or representative of Producer has any authority to make any representation or promise not contained in this Agreement, and Writer expressly agrees that Writer has not executed this Agreement in reliance on any such representation or promise.

The parties hereto have executed and delivered this Agreement as of the date first above written.

I INDICATE MY AGREEMENT HERETO (INCLUDING SCHEDULE "1" ATTACHED HERETO) BY CLICKING THE "YES" BUTTON ON THE SITE. I WILL HAND SIGN A VERSION OF THIS AGREEMENT AND RETURN IT TO YOU UPON REQUEST.

SCHEDULE "1"  
WRITER EMPLOYMENT AGREEMENT

A. Conditions Precedent: Producer's obligations hereunder are subject to the following: (a) the selection of Writer, in Producer's sole discretion, as a part of the Warner Bros. Blind Script Deal Submission Call hosted by the Black List; and (b) delivery to Producer of the Blind Commitment Agreement and this Writer Employment Agreement, duly signed by Writer.

1. Employment: Producer hereby employs Writer to write, and Writer hereby agrees to write, in connection with a proposed theatrical motion picture presently entitled "BLIND DEAL SUBMISSION CALL" ("Picture") the material specified herein. Unless otherwise instructed by Producer, this employment and Writer's services shall commence on satisfaction of the Conditions Precedent and shall continue thereafter until delivery of the Committed Material and all optional material, if applicable, to Producer. All material to be delivered under this Agreement shall be delivered to Producer's Story Department, at the above address, Attention: Teresa Wayne, Vice President, Story Department. Unless otherwise permitted by Producer in writing, no screenplay draft shall be deemed delivered if it exceeds 120 pages when formatted using Producer's standard script format. Time is of the essence with respect to all delivery dates. The following person is designated by Producer as having the authority to give writing instructions, including without limitation requests for additional writing under this Agreement: Greg Silverman.

2. Committed Material: Writer shall write the material listed below ("Committed Material") in accordance with the following terms and conditions:

(a) Material:

(i) First Draft Screenplay

(ii) First Rewrite

(b) Due Dates: Not later than 12 weeks after the date of commencement of services hereunder, Writer shall deliver the first Committed Material referenced above to Producer. Producer may then advise Writer of its requested additions to, deletions from and changes to be made thereto and Writer shall deliver to Producer the next Committed Material in accordance with such instructions not later than 8 weeks after Producer shall have given such instructions.

(c) Compensation: On condition that Writer is not in material default under this Agreement, Producer will pay Writer as full compensation for Writer's services in connection with the Committed Material and for all rights herein granted and agreed to be granted to Producer with respect thereto, the following sums:

(i) First Draft Screenplay: \$66,178, accruing upon completion and delivery thereof, but payable as follows: \$33,089 upon start of services and execution by Writer of this Agreement, and \$33,089 upon completion and delivery thereof.

(ii) First Rewrite: \$24,804, accruing upon completion and delivery thereof, but payable as follows: \$12,402 upon start of writing thereof, or, if Producer does not request such writing, upon the expiration of the Reading Period (as defined below), and \$12,402 upon completion and delivery thereof, or, if Producer does not request such writing, when completion and delivery thereof would have been due had Producer given instructions to write at the end of the Reading Period.

3. Reading Periods/Instruction Periods: If additional writing is required following delivery of material, Producer shall have a period within which to request the next material ("Reading Period"). If Writer delivers an applicable material on or before its due date, the "Reading Period" shall be the 4-week period commencing with the date of such delivery; provided, however, if Writer delivers the applicable material after its due date, then the Reading Period (subject to the "Contingencies" paragraph below) shall be the 4-week period commencing with the date of such delivery plus an additional period equal to the number of weeks (including fractional weeks, if any) from the applicable due date to and including the actual date of delivery to Producer, but such additional period shall in no event exceed 4 weeks. If Producer does not give Writer instructions as to requested changes to be made to a delivered material prior to the expiration of the applicable Reading Period, Writer's obligation to deliver the next material shall be subject to Writer's professional availability. Notwithstanding the foregoing, if Producer fails to provide such instructions to Writer within a period of 18 months after the expiration of the applicable Reading Period (said 18-month period to be referred to herein as the "Instruction Period"), then Writer shall have no further obligation to deliver such material to Producer.

3A. Limitations on Instruction Periods: Notwithstanding anything to the contrary set forth in the foregoing paragraphs, the Instruction Period(s) shall be reduced by any portion of any previous Instruction Period(s) which shall have run prior to Producer giving instructions to Writer in connection with the delivered material, but in no event shall the subsequent Instruction Period(s) be reduced to less than 6 months.

4. Expenses:

(a) General: If Producer requires Writer to render services at an overnight location more than 50 miles away from Writer's principal residence designated on page 1 hereof, Producer shall furnish and pay for, or reimburse Writer for, the cost of round-trip transportation, first-class if available, by air if appropriate, between such residence (or from wherever Writer may then be, if closer) to the place where such services are required; provided, however, that return transportation shall be furnished only if Writer leaves the place where such services are required within 30 days after completion of all services required of Writer at such place without having accepted other employment in the vicinity.

(b) Additional Transportation: In the event Producer shall require Writer to render services during production of the Picture at an overnight location more than 50 miles away from Writer's principal residence for a period longer than 14 consecutive days, Producer will furnish and pay for, or reimburse Writer for, the cost of 1 additional round-trip transportation, first-class if available, by air if appropriate, for Writer's non-business companion, on a one-time basis only, if requested and actually used, between

such residence (or from wherever Writer's non-business companion may be then be, if closer) and the place where Writer is then rendering such services.

(c) Living and Traveling Expenses: Producer will also furnish and pay for, or reimburse Writer for, reasonable living and traveling expenses incurred by Writer during the continuance of such services required by Producer away from such residence, not to exceed \$2,250 per week in major cities such as New York, London or Paris, or \$2,000 per week in medium-sized cities or \$1,750 per week in other locations, any partial week to be prorated on the basis of a 7-day week. Writer shall account to Producer for such expenses in accordance with Producer's usual accounting procedures, it being agreed that Writer shall be reimbursed only for amounts actually paid and accounted for up to said ceiling. If Producer is able to effectuate a savings in the normal rate of any hotel or other living accommodation (such accommodations to be subject to Writer's reasonable approval), said ceiling shall be reduced accordingly.

(d) Ground Transportation: If required to render services on location during principal photography, Producer will provide non-exclusive ground transportation to transport Writer to and from Writer's lodging to the shooting location each day and to and from all airports and/or train stations as required.

5. Services: Writer agrees to comply with all reasonable requirements, directions and requests, and with all reasonable rules and regulations made by Producer in connection with the conduct of its business of which Writer is advised; to render services during Writer's employment hereunder whenever and wherever Producer may reasonably require in a competent, conscientious and professional manner, and as instructed by Producer in all matters, including those involving artistic taste and judgment. Writer further agrees during all periods that Writer's writing services are required (as distinguished from Reading Periods) hereunder to render services exclusively for and to Producer, and that Writer will not during such periods render any services for Writer's own account or for any other person, firm or corporation without the written consent of Producer being first had and obtained in each and every case.

6. Rights:

(a) Ownership: All results and proceeds of every kind of the services heretofore and hereafter to be rendered by Writer in connection with the Picture, including without limitation all ideas, suggestions, themes, plots, stories, characterizations, dialogue, titles and other material, whether in writing or not in writing, at any time heretofore or hereafter created or contributed by Writer which in any way relate to the Picture or to the material on which the Picture will be based (collectively, "Material"), are and shall be deemed to be works made for hire for Producer. Accordingly, Producer is and shall be considered the author and, at all stages of completion, the sole and exclusive owner of the Material and all right, title and interest therein ("Rights"). The Rights shall include without limitation all copyrights, neighboring rights, trademarks and any and all other ownership and exploitation rights in the Material now or hereafter recognized in any and all territories and jurisdictions including, by way of illustration, production, reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public, and the right to exploit the Material throughout the universe in perpetuity in all

media, markets and languages and in any manner now known or hereafter devised. If under any applicable law the fact that the Material is a work made for hire is not effective to place authorship and ownership of the Material and the Picture and all rights therein in Producer, then to the fullest extent allowable and for the full term of protection otherwise accorded to Writer under such applicable law, Writer hereby assigns and transfers to Producer the Rights and, in connection therewith, any and all right, title and interest of Writer in the Picture and any other works now or hereafter created containing the Material.

(b) Alteration Rights: Writer hereby grants Producer the right to change, add to, take from, translate, reformat or reprocess the Material in any manner Producer may in its sole discretion determine. To the fullest extent allowable under any applicable law, Writer hereby irrevocably waives or assigns to Producer Writer's so-called "moral rights" or "droit moral". Writer expressly acknowledges that many parties will contribute to the Picture and other works that will embody all or part of the Material. Accordingly, if under any applicable law the above waiver or assignment by Writer of "moral rights" or "droit moral" is not effective, then Writer agrees to exercise such rights in a manner which recognizes the contribution of and will not have a material adverse effect upon such other parties.

(c) Rental Right: Producer and Writer acknowledge and agree that the following sums are in consideration of, and constitute equitable remuneration for, the rental right included in the Rights: (i) an agreed allocation to the rental right of 3.8% of the fixed compensation and, if applicable, 3.8% of the contingent compensation provided for in this Agreement; (ii) any sums payable to Writer with respect to the rental right under any applicable collective bargaining or other industry-wide agreement; and (iii) the residuals payable to Writer under any such collective bargaining or industry-wide agreement with respect to home video exploitation which are reasonably attributable to sale of home video devices for rental purposes in the territories or jurisdictions where the rental right is recognized. If under the applicable law of any territory or jurisdiction, any additional or different form of compensation is required to satisfy the requirement of equitable remuneration, then it is agreed that the grant to Producer of the rental right shall nevertheless be fully effective, and Producer shall pay Writer such compensation or, if necessary, the parties shall in good faith negotiate the amount and nature thereof in accordance with applicable law.

(d) Additional Documents: Writer will upon request execute, acknowledge and deliver to Producer any and all documents consistent with this Agreement which Producer may reasonably deem necessary to evidence and effectuate all or any of Producer's rights under this Agreement. Producer agrees to negotiate in good faith with Writer as to the language of such additional documents, provided that if no agreement is reached as to any disputed language or if for any other reason any such documents are not executed by Writer and delivered to Producer within 5 business days following Producer's request therefor, unless a shorter period of time is reasonably required by Producer, Writer hereby irrevocably appoints Producer as attorney-in-fact with full power to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere any and all such documents Writer fails to execute, acknowledge and deliver. Producer shall provide Writer with a copy of any such documents Producer executes, acknowledges, delivers and/or records on behalf of Writer, provided that no failure to

send such a copy shall constitute a breach hereof. The appointment shall be a power coupled with an interest.

(e) Name and Likeness: Writer also hereby grants to Producer the perpetual right to issue and authorize reasonable and customary publicity concerning Writer, and to use Writer's name, approved likeness and approved biographical material in a reasonable and customary manner in connection with the distribution, exhibition, advertising and other exploitation of any motion picture in which the Material shall be used in whole or in part; provided that Producer shall not use Writer's name, likeness or biographical material in connection with merchandise or commercial tie-ups (other than Producer's use of Writer's name in the so-called billing block and/or credit list) without Writer's prior written consent. With respect to the use of a biography or likeness of Writer, Producer shall only use a biography or likeness which has been either supplied to Producer by Writer or approved by Writer, which approval shall not be unreasonably withheld and which shall be deemed given if Writer fails to make written objection thereto within 5 business days after any such approval is requested, unless a shorter time is reasonably required and requested by Producer. Writer will not at any time issue or authorize publicity or disclose any confidential information relating to this engagement or the Picture or Producer (as distinguished from personal publicity relating solely to Writer) to the press or without Producer's written consent in each case.

6A. Separation of Rights: Notwithstanding anything herein contained, if Writer is entitled to separation of rights, the provisions of Article 16.A. of the Basic Agreement shall be applicable hereunder as follows:

(a) Reservation of Rights: Writer hereby reserves all rights and payments reserved to Writer under said provisions of the Basic Agreement, and expressly agrees to comply with all obligations imposed upon Writer under said provisions.

(b) Artwork Package: If Producer shall proceed under Paragraph 3.a.(3) of said Article 16.A. with respect to a novelization, and in the event Writer is the "negotiating writer" as defined therein, and shall consummate a publication agreement within the time required by said Paragraph 3.a.(3), then Producer agrees to supply to the publisher a reasonable amount of stills, artwork and credits (all herein referred to as "artwork") relating to the Picture for use in connection with said novelization, to the extent such artwork is owned or controlled by Producer and has been approved for such use by the persons appearing therein to the extent required. Subject to Producer's entitlements under said Article 16.A. with respect to the title or logo of the Picture, all sums paid by the publisher for the right to publish or cause the publication of said novelization and for Writer's writing services in connection therewith shall be made to and retained by Writer but Writer shall cause the publisher to execute a written agreement pursuant to which it agrees to pay directly to Producer as consideration for agreeing to supply such artwork, an amount equal to 20% of the total of all amounts payable by the publisher (including advances and royalties) for such publication rights. All agents' commissions with respect to the sale or licensing of publication rights and Writer's writing services shall be borne solely by Writer. In the event the foregoing provisions of this subparagraph shall apply, and Writer does not enter into a publication agreement as aforesaid, and Producer proceeds with the publication of a novelization based upon the Material, Producer shall cause publisher to execute a written agreement pursuant to which it agrees to pay directly to Writer 50% of all amounts payable to

Producer by the publisher (including advances and royalties) for such rights, services and artwork. If Writer does not write the novelization, any sums payable to the writer of the novelization and any other reasonable and customary expenses payable to third parties shall be deducted off-the-top in calculating any payment to Writer pursuant to this subparagraph.

6B. Additional Payments: If, in connection with the Picture, Writer is finally determined to be entitled to sole or shared separation of rights under the Basic Agreement, and if Writer is not in material default hereunder, then, subject to the conditions specified in this paragraph, Writer shall be entitled to the additional payments set forth below; provided, however, that all such payments shall be multiplied by a fraction, the numerator of which shall be 1 and the denominator of which shall be equal to the number of writers sharing in the separated rights; and provided further that all such payments shall be fully applicable against WGA minimum payments required to be made pursuant to the Basic Agreement with respect to the relevant type of production and uses set forth below:

(a) Theatrical Sequel or Prequel: If a feature-length theatrical sequel or prequel to the Picture is produced, and if Writer is not engaged to render writing services for said sequel or prequel, an amount equal to 50% of the sums paid for the Committed Material ("Prior Payments"), payable upon commencement of principal photography of each such sequel or prequel; plus a sum equal to 2½% of 100% of the Defined Proceeds of each such sequel or prequel if Writer received sole credit or 1¼% of 100% of the Defined Proceeds of each such sequel if Writer received shared credit, defined, accounted for and paid in accordance with Producer's standard definition of Defined Proceeds.

(b) Theatrical Remake: If a feature-length theatrical remake of the Picture is produced and if Writer is not engaged to render writing services for said remake, an amount equal to 33-1/3% of the Prior Payments, payable upon commencement of principal photography of each such remake; plus a sum equal to 1.67% of 100% of the Defined Proceeds of each such remake if Writer received sole credit or .833% of 100% of the Defined Proceeds of each such remake if Writer received shared credit, defined, accounted for and paid in accordance with Producer's standard definition of Defined Proceeds.

(c) Television Sequel, Prequel or Remake: If a feature-length or mini-series length television sequel or prequel to, or remake of the Picture is produced, and if Writer is not engaged to render writing services in connection therewith, the following sums: (i) if intended for initial broadcast on U.S. primetime network free television, a sum equal to \$5,000 for each full broadcast hour thereof, up to a maximum of \$40,000, payable within 10 days following the completion of principal photography of each such television sequel, prequel or remake; or (ii) if intended for initial primetime telecast in the U.S. by either HBO, Showtime or another national pay television service, a sum equal to 75% of the amount set forth in (i) above; or (iii) if intended for initial telecast on any other type of television, a sum equal to 50% of the amount set forth in (i) above. Notwithstanding the foregoing, for purposes of determining the additional sum due Writer pursuant to the previous sentence, the royalty shall be calculated based on the length of the television sequel, prequel or remake as broadcast. The amounts payable under this subparagraph

shall be payable within 10 days following the completion of principal photography of each such sequel, prequel or remake.

(d) Television Series: If an episodic television series based on the Picture is produced, and if Writer is not engaged to render writing services in connection therewith, the following royalty for each new program of such series which is produced and broadcast: (i) if intended for initial broadcast on U.S. primetime network free television, for a 30 minute program, \$2,000; for a 60 minute program, \$3,602; for a program longer than 60 minutes, \$4,750; or (ii) if intended for initial primetime telecast in the United States by either HBO, Showtime or another national pay television service, a sum equal to 75% of the applicable royalty set forth in (i) above; or (iii) if intended for initial telecast on any other type of television, a sum equal to 50% of the applicable royalty set forth in (i) above. For each of the second through sixth U.S. free television runs of the program, Producer shall pay an additional sum equal to 20% of the applicable royalty; no further sum shall be payable with respect to the seventh or any subsequent runs of any such program except as may be required pursuant to the Basic Agreement. Initial run royalty payments shall be made within 10 days after completion of principal photography of the program involved or 10 days after Producer's receipt of the full license fee therefor, whichever is earlier; provided that with respect to episodes which are ordered but not completed, if Producer does not receive its full license fee, Producer shall pay Writer a percentage of the applicable royalty equal to the percentage of the license fee actually received by Producer. Rerun payments shall be paid within 90 days after the broadcast triggering the payment. If such episodic television series is broadcast more frequently than one program per week (e.g., a daytime serial), payment for each full week of programs shall be a fraction of the applicable per program royalty specified above, the numerator of which is the actual aggregate license fee paid to Producer on account of all of the programs initially broadcast during a single week, and the denominator of which is the license fee customarily paid by the exhibitor for comparable programs broadcast on a once-a-week basis (but in no event shall such payment be less than the applicable per program royalty provided above).

(e) Spin-off: If an episodic television series which is a "spin-off" of an episodic television series produced under subparagraph (d) is produced, and if Writer is not engaged to render writing services in connection therewith, Producer shall pay Writer a sum equal to 50% of those sums which would otherwise be payable to Writer under subparagraph (d) (or the WGA's then current scale, whichever is greater) with respect to episodes of such "spin-offs"; plus for each of the second through sixth U.S. free television runs of the program, Producer shall pay an additional sum equal to 20% of the applicable royalty (or the WGA's then current scale, whichever is greater); no further sum shall be payable with respect to the seventh or any subsequent runs of any such program except as may be required pursuant to the Basic Agreement provided that the foregoing rerun payments shall constitute an advance and be fully recoupable against such minimum payments, if any.

(f) 100/50/50: If Writer is not engaged to render writing services under subparagraphs (c) or (d), as applicable, and a program described therein is initially released theatrically in the United States, Producer will pay Writer an additional sum equal to 100% of the royalty under the applicable subparagraph; if theatrically released outside the United States, an additional 50% of the applicable royalty; and if theatrically

released in the United States following its first television broadcast in the United States, an additional 50% of the applicable royalty. Notwithstanding the foregoing, for purposes of determining the additional sum due Writer for a program produced under subparagraph (c), the royalty shall be calculated based on the length of the program as theatrically released.

(g) Grantor's Royalty: Notwithstanding anything to the contrary contained in this paragraph, if Producer's acquisition agreement(s) with respect to material on which the Picture is to be based provide(s) for royalty payments to the grantor(s) of rights thereunder ("Grantor's Royalty") in connection with any theatrical or television project for which Writer would also be entitled to a royalty under this paragraph, then Producer may reduce the payment otherwise due under the above subparagraphs, whichever shall be applicable, by an amount equal to the Grantor's Royalty paid by Producer for the particular theatrical or television project involved, provided that Writer shall in no event receive less than 50% of the payment otherwise payable under the above subparagraphs, whichever shall be applicable.

6C. Remakes and Sequels (First Negotiation): If Producer (or its assignee or designee) intends to engage the services of a writer in connection with a theatrical sequel or prequel to, or remake of the Picture within 5 years of the date of the initial theatrical release of the Picture, Producer will negotiate in good faith with Writer for Writer's services with respect to said theatrical sequel, prequel or remake on financial terms no less favorable than those hereunder prior to engaging any other writers to render screenwriting services in connection therewith, provided the following conditions have been satisfied:

(a) Obligations Fully Performed: The Picture is produced and Writer fully performed all obligations required hereunder and is not in material breach hereof.

(b) Credit: There are no other subsequent participating writers engaged prior to the Picture being set for production whose material is actually used in the Picture, and Writer received sole "screenplay by" or sole "written by" credit in connection with the Picture upon final determination of writing credits.

(c) Availability: Writer is then active as a writer in the motion picture industry and is available to render services as and when reasonably required by Producer.

If any such negotiations do not result in an agreement within 15 business days after commencement thereof, Producer may proceed with the production concerned without engaging the services of Writer and the parties shall have no further obligation to each other with respect to such production, except as provided in the "Additional Payments" paragraph above. The provisions of this paragraph shall apply to subsequent theatrical sequels or prequels to, or remakes of the Picture only if all of the conditions hereof were met with respect to the immediately preceding theatrical sequel, prequel or remake. The provisions of this paragraph apply only to Writer personally and not to any heirs, executors, administrators, successors or assigns of Writer.

The provisions of this Paragraph 6C shall apply to the Picture only in the event that the Picture is not a "library project," as defined below. In all other instances, Producer will give good faith consideration to the application of this First Negotiation Provision with respect to the Picture. As

used herein, the term "library project" shall mean any audio-visual production which has been previously produced by Producer or any other Warner Bros. Entertainment company (e.g., motion picture, television production, direct-to-video, etc.), or is a property that is owned or controlled by DC Comics.

7. No Obligation to Proceed: Notwithstanding any other provision of this Agreement, Producer shall have no obligation to utilize Writer's services or to include the Material in the Picture, or to produce, release, distribute or otherwise exploit the Picture, or to exercise any or all of Producer's rights under this Agreement, or to continue any of the foregoing if commenced; however, Producer shall not be relieved of its obligation to pay Writer any sums which may otherwise become due pursuant to the terms of this Agreement. If at any time Producer elects not to require Writer's further services hereunder, Producer's obligations hereunder shall be fully performed by payment of the monetary compensation provided for above as and to the extent the conditions to such payment have occurred (e.g., the exercise of an option or the receipt by Writer of specified credit) and by according Writer credit as required by the Basic Agreement. Further, provided Writer is not in material default of this Agreement, the obligations under the "Indemnification" and "Insurance" paragraphs shall continue notwithstanding Producer's election hereunder not to require Writer's further services.

8. Representations and Warranties: Subject to Article 28 of the Basic Agreement, Writer represents and warrants that:

(a) Quiet Enjoyment/Union Member: Writer is free to enter into this Agreement and to grant all rights herein granted and to make all agreements made by Writer herein; Writer is not subject to any conflicting obligations or any disability which will prevent or interfere with the execution of this Agreement by Writer, or materially interfere with the performance of Writer's services; Writer has not made, and Writer will not make, any grant or assignment which will conflict with or impair the complete and quiet enjoyment of Producer's rights hereunder; during the entire term hereof, during such period or periods as it may be lawful for Producer to require Writer so to do, Writer will, without cost to Producer, remain or become and remain a member in good standing of such labor organization, if any, as may have jurisdiction, to the extent required by law and applicable collective bargaining agreements.

(b) Original Material: The Material is or will be written solely by and be wholly original with Writer, has not been exploited in any manner and/or medium, and does not and will not infringe upon the copyright of any person or entity, constitute a libel or slander of any person or entity, or infringe upon or violate the right of privacy or any other right of any person or entity, and is not and will not be based in whole or in part on the life of any real person except as approved in writing in advance by Producer. If and to the extent any Material (including, without limitation, characters and characterizations) written hereunder is based, in whole or in part, on any real person, whether living or dead, and/or any actual event or incident, Writer shall deliver, promptly upon Producer's request, a full and accurate annotation identifying the source of all factual Material contained therein which concerns any actual individual, whether living or dead, or involves any "real life" incident (an "Annotation") in accordance with Producer's standard Annotation Guide. Writer shall also accurately provide such other information as may be reasonably required by Producer for the purpose of permitting Producer to evaluate the risks involved in the utilization of the Material supplied by Writer.

9. Indemnification:

(a) General: Writer will indemnify Producer against any and all liability, damages, costs and expenses, including reasonable outside attorneys' fees, in connection with any third party claim or action arising out of any breach of any of Writer's representations, warranties and agreements herein. Nothing herein contained shall be construed to require Writer to warrant or indemnify with respect to any material other than the Material or to require Writer to warrant or indemnify with respect to any claim that the Material defamed or invaded the rights of privacy or publicity of any person or entity, unless Writer knowingly used the name, likeness, characteristics or personality of such person or entity, or should have known in the exercise of reasonable prudence that such person would or might claim that such person's name, likeness, characteristics or personality was used in the Material. Producer shall indemnify and defend Writer against any and all liability, damages, costs and expenses, including reasonable attorneys' fees, in connection with any third party claim or action (provided such claim or action does not arise from a breach of any of Writer's representations, warranties or agreements hereunder or out of any criminal misconduct or malicious or grossly negligent, reckless or intentionally tortious acts by Writer) arising out of: (i) material supplied to Writer by Producer for incorporation into Writer's work or incorporated into Writer's work by employees (other than Writer) or officers of Producer (other than Writer) having actual apparent or ostensible authority; (ii) changes in the Material made by or at Producer's request or direction; (iii) material other than that furnished to Producer by Writer, or (iv) Producer's development, production, distribution or exploitation of the Picture or any picture which incorporates or is based on the Material (including the exploitation of ancillary rights therein and thereto).

(b) Notice of Claim: Producer and Writer shall, upon presentation of any claim or institution of any action covered by the foregoing indemnity provision, promptly notify the other of the presentation of such claim or the institution of such action, giving full details thereof. The pendency of any such claim or action shall not relieve Producer of its obligation to pay to Writer any monies due to Writer with respect to the Material. The indemnified party shall cooperate (without being required to incur any costs or expenses) in the defense of any claim for which indemnification is provided hereunder.

10. Contingencies:

(a) Delivery Delayed: If any Material to be written hereunder is not delivered within the time herein required because of Writer's illness or incapacity, the applicable delivery dates herein specified shall be postponed for a period equal to the period of such illness or incapacity. If delivery of such Material is so delayed beyond 8 weeks, Producer may terminate Writer's employment hereunder as to all Material not theretofore delivered. If Writer claims illness or incapacity, Producer may have Writer examined by a physician of Producer's choosing (at Producer's cost), and Writer may have Writer's own physician present at any such examination at Writer's own expense.

(b) Force Majeure: If the development or production (if Writer is required by Producer to render services during production) of the Picture or of motion pictures

generally by Producer shall be prevented or substantially interfered with by reason of force majeure events, or in the event of any strike, lockout, or other labor dispute or any other events beyond the control of Producer which substantially interfere with the preparation or production (if Writer is required by Producer to render services during production) of said Picture, Producer may suspend the operation of this Agreement during the continuance of such event and for such additional time as is reasonably necessary for Producer to recommence its usual business operations. If any such event shall continue for 8 weeks or more (or in the event Producer shall have lifted any suspension and reimposed it for the same event, then if such suspensions continue for 8 weeks or more in the aggregate), Producer may terminate Writer's employment hereunder as to all Material not theretofore delivered. During such suspension, Writer shall not be obligated to render writing services hereunder, and Producer shall not be obligated to accept or pay for any Material tendered by Writer. All applicable delivery dates and option dates herein specified shall be postponed, and all reading periods extended for a period equivalent to the period of such suspension, unless Producer shall terminate Writer's employment hereunder as aforesaid. If such suspension has continued for 8 weeks or more (or in the event Producer shall have lifted any suspension or reimposed it for the same event, then if such suspensions continue for 8 weeks or more in the aggregate), Writer may terminate said employment as to all Material not theretofore delivered by written notice to Producer, but such notice shall have no effect unless Producer fails to end the suspension within 5 business days after receipt thereof and resumes payment and the running of time hereunder. Producer shall not have the right to suspend or terminate Writer's employment hereunder because of an event of force majeure unless Producer concurrently suspends or terminates (as the case may be) all persons involved with the Picture equally affected by such event. Notwithstanding anything herein contained, during any suspension under this subparagraph, Writer may render services for others during the continuance of such suspension, subject to 48 hours recall on the termination of such suspension. Oral notice given to Writer that services are to be resumed shall be confirmed in writing upon Writer's written request.

(c) Default: If any Material is not delivered to Producer within the time herein required for any reason whatsoever, other than the reasons referred to in (a) and (b) above, or Producer's written waiver of such delivery or failure to require Writer's services, or if Writer is otherwise in default hereunder and such default is not or cannot be cured within 5 business days after receipt of written notice from Producer of such default if such default occurs prior to 8 weeks before commencement of principal photography, or within 2 business days after receipt of written notice from Producer of such default if such default occurs between 8 weeks before commencement of principal photography through the completion of principal photography, Producer may terminate Writer's employment hereunder.

(d) Non-Delivered Material: If any payments have been made hereunder with respect to Material which is not delivered for any reason (other than Producer's written waiver of such delivery or failure to require Writer's services) and if this Agreement is terminated before such delivery, Writer shall be obligated to refund to Producer the full amount of such payments upon Producer's written demand therefor, but such payment shall not relieve Writer from liability for damages which may be suffered by Producer as a result of Writer's default, or affect any other right or remedy of Producer at law or in

equity. Notwithstanding the foregoing, if Producer in its discretion requests and accepts delivery of less than all Material required to be delivered hereunder (or uses the same) for which any payments have been made, Writer shall be entitled to retain such payments made.

(e) Work Permit: Producer may terminate this Agreement without further obligation if any work permits, visas or proof of Writer's right to work required in connection with Writer's services cannot be obtained in a timely fashion. Whether or not Producer in its discretion agrees to obtain such a work permit or visa for Writer, the responsibility therefor shall rest with Writer.

(f) Written Confirmation: Producer shall promptly confirm in writing any suspension or termination of this Agreement pursuant to this paragraph as soon as practicable thereafter, but in no event shall such confirmation be deemed a condition subsequent to the effectiveness of such suspension or termination.

(g) Subsequent Production: Nothing in subparagraphs (a) or (b) affects the "Separation of Rights," "Additional Payments" or "Remakes and Sequels (First Negotiation)" paragraphs of this Agreement if the Picture is subsequently produced and the conditions of each provision, as applicable, are met.

11. Errors and Omissions/General Liability Insurance: Producer agrees to cover Writer as an additional insured under Producer's errors and omissions and general liability insurance policies applicable to the Picture, but only with respect to claims or liabilities arising out of the Material, and subject to the terms, conditions and restrictions of such policy and endorsements thereto. Producer shall not be obligated to maintain errors and omissions or general liability insurance for any particular period of time, it being expressly agreed that coverage of Writer hereunder shall continue only during such time as Producer elects to carry such insurance.

12. Payments:

(a) General: All monies payable hereunder (other than contingent amounts payable out of defined gross or defined proceeds) shall be payable not later than the Thursday following the first Saturday after such moneys accrue. No additional payments shall be required in respect of services rendered at night or on Sundays, Saturdays or holidays, or otherwise; or for exhibitions of any motion picture on television or in supplemental markets, except to the minimum extent, if any, specifically required by the Basic Agreement. All payments hereunder shall be either mailed to Writer's address designated on the face hereof or made at Producer's office in Burbank, California. As used herein, the term "Basic Agreement" refers to the current Writers Guild of America Theatrical and Television Basic Agreement applicable to Writer's services hereunder.

(b) Deductions: Writer authorizes Producer to deduct and withhold from moneys otherwise payable hereunder: (i) intentionally omitted; (ii) any unauthorized telephone and restaurant charges and other fixed indebtedness of Writer to Producer but only after Producer has given Writer notice and an opportunity to pay same and Writer fails to do so; (iii) union dues and assessments to the extent permitted by law; and (iv) all amounts which Producer is advised by counsel are required by law to be withheld (such

amounts to be paid by Producer hereunder if and when legally permissible). In connection with (iii) above, Producer shall notify Writer of any such union dues and assessments payable and, unless such would require Producer to violate any agreement to the contrary, allow Writer to pay or arbitrate the same before such deduction is made.

13. Assignment: Producer may assign this Agreement or loan or furnish Writer's services in connection with the Picture to any parent, subsidiary or affiliated corporation of Producer, or to any entity with or into which Producer may merge or consolidate, or which may succeed to all or a substantial portion of Producer's assets, or to any entity which produces a motion picture based on the Material for release and distribution by Producer or which may supply financing or studio facilities for such motion picture, or which may have the right to distribute such motion picture, or which may be or become the owner thereof or of the Material. Producer may assign and/or license any or all of the Rights and/or, subject to the terms and conditions hereof, the right to use Writer's name, approved likeness and approved biographical data, and all representations and warranties hereunder, to any entity whatsoever. In the event of any assignment of this Agreement and/or of any of the Rights, or any loanout of Writer's services hereunder, and in the event the assignee or borrower assumes all of Producer's executory obligations hereunder in writing, Producer shall be and is hereby released from all further obligations to Writer hereunder. Notwithstanding the foregoing, no such assignment or license shall relieve Producer of its obligations hereunder unless the assignee is a "major" United States producer or distributor of motion pictures and/or United States television network (as those terms are commonly understood in the motion picture and/or television industries at the time), or unless Writer approves of such assignment or license in writing, and if such assignee or licensee assumes in writing Producer's obligations hereunder.

14. DVD: Writer shall receive, free of charge, a DVD copy if commercially available, of the Picture as required under the Basic Agreement. Writer shall use said DVD copy solely for personal, library and reference purposes, and in no event shall said DVD copy be duplicated or used for any commercial purpose or for profit, including but not limited to the making of public exhibitions of the Picture.

15. Premiere: If Producer shall actually produce the Picture based on the Material, and if Writer is not in material default under this Agreement and if Writer receives sole or shared "Screenplay by" or "Written by" credit in connection with the Picture, Producer shall invite Writer and Writer's non-business related companion to attend the first major celebrity premiere of the Picture in the United States planned by Producer, if any. If such premiere is being held more than 50 miles away from Writer's principal residence, Producer shall pay for, or reimburse Writer for the cost of, if requested and actually used, first class (if available) round trip transportation, by air if appropriate and hotel accommodations for Writer and Writer's guest to attend said premiere.

16. Miscellaneous:

(a) Entire Agreement/Severability: Except for a Certificate of Employment if such a document was signed by Writer in connection with the Picture or as herein expressly provided, this Agreement cancels and supersedes all prior agreements and understandings between the parties relating to the subject matter hereof, and contains all of the terms, conditions and promises of the parties hereto in the premises. No modification of any provision hereof shall be valid or binding unless in writing. No officer,

employee or representative of Producer has any authority to make any representation or promise not contained in this Agreement, and Writer expressly agrees that Writer has not executed this Agreement in reliance on any such representation or promise. Nothing herein contained shall be construed so as to require the commission of any act contrary to law, and if there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance, regulation or provision of any applicable collective bargaining agreement contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event, the provision of this Agreement affected shall be curtailed and limited only to the extent necessary to make it consistent with such legal requirements or provisions.

(b) Remedies: Writer hereby covenants and agrees not to make any claim or bring any suit, action or arbitration or other proceeding which will interfere with or derogate from Producer's rights in the Material, it being expressly understood and agreed that Writer shall not have or be deemed to have any lien, charge or other encumbrance upon the Material or the Rights or proceeds derived therefrom, and that neither the breach nor alleged breach of this Agreement by Producer, nor the termination of this Agreement, nor any other act, omission or event of any kind, shall terminate or otherwise adversely affect Producer's ownership of the Material and any rights granted under this Agreement. Writer's sole remedy for any such breach or alleged breach shall be the recovery of damages in accordance with the dispute resolution provisions set forth below. In no event shall Writer seek or be entitled to rescission, injunctive or other equitable relief.

(c) Notices: All written notices which either party hereto is required or may desire to give to the other shall be given by delivering or mailing the same to the other at the address shown on the face hereof (if applicable), or at such other address as may be designated in writing by any such party in a notice to the other given as aforesaid. Notices to Producer shall be addressed to the specific attention of Producer's Theatrical Legal Department. Notices shall be sufficiently given when hand-delivered or when the same shall be deposited so addressed, postage prepaid, in the United States mail and/or when the same shall have been transmitted by facsimile or similar means and the date of said delivery or transmission, or 3 days from the date of such mailing, shall be the date of the giving of such notice.

(d) Governing Law/Dispute Resolution: This Agreement shall be governed and construed in accordance with the laws of the State of California applicable to contracts entered into and fully performed therein. Any and all controversies, claims or disputes arising out of or related to this Agreement or the interpretation, performance or breach thereof, including, but not limited to, alleged violations of state or federal statutory or common law rights or duties, and the determination of the scope or applicability of this agreement to arbitrate ("Dispute"), except as otherwise set forth below and except for matters to be exclusively resolved by the Writers Guild pursuant to the Basic Agreement, shall be resolved according to the following procedures which shall constitute the sole dispute resolution mechanism hereunder. In the event that the parties are unable to resolve any Dispute informally, then such Dispute shall be submitted to final and binding arbitration. The arbitration shall be initiated and conducted according to either the JAMS Streamlined (for claims under \$250,000) or the JAMS Comprehensive (for claims over \$250,000) Arbitration Rules and Procedures,

except as modified herein, including the Optional Appeal Procedure, at the Los Angeles office of JAMS, or its successor ("JAMS") in effect at the time the request for arbitration is made (the "Arbitration Rules"). The arbitration shall be conducted in Los Angeles County before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The arbitrator shall follow California law and the Federal Rules of Evidence in adjudicating the Dispute. The parties waive the right to seek punitive damages and the arbitrator shall have no authority to award such damages.

The arbitrator will provide a detailed written statement of decision, which will be part of the arbitration award and admissible in any judicial proceeding to confirm, correct or vacate the award. Unless the parties agree otherwise, the neutral arbitrator and the members of any appeal panel shall be former or retired judges or justices of any California state or federal court with experience in matters involving the entertainment industry. If either party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction in Los Angeles County. The party seeking enforcement of any arbitration award shall be entitled to an award of all costs, fees and expenses, including reasonable outside attorneys' fees, incurred in enforcing the award, to be paid by the party against whom enforcement is ordered.

Notwithstanding the foregoing, either party shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of this Agreement) in the state and federal courts of Los Angeles County. Any Dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of this Agreement), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a California court (state or federal) of competent jurisdiction in Los Angeles County. Any process in such proceedings may be served upon Writer by, among other methods, delivering it or mailing it, by registered or certified mail, directed to such address Writer designated in this Agreement. Any such delivery or mail service shall have the same effect as personal service within the State of California.

(e) Relationship of the Parties: This Agreement is not a partnership between or joint venture by the parties hereto and neither party is the agent of the other. This Agreement is not for the benefit of any third party, whether or not referred to herein. Captions and organization are for convenience only and shall not be used to construe meaning. This Agreement may be signed in counterpart, each of which shall be deemed an original, but all of which together shall constitute the Agreement.