

SUBMISSION AGREEMENT

The following terms and conditions (this “Agreement”) shall govern the submission of scripts and other materials, if any (individually and collectively, the “Material”) to Turner Entertainment Networks, Inc. (“Company” or “you”), with offices at 3500 W. Olive Avenue, 15th Floor, Burbank, CA 91505 (Attn: Executive VP, Business Affairs) by the users of www.blcklst.com (the “Site,” owned and administered by The Black List LLC [“Black List”]) as a part of Company’s “Turner Script Initiative” program hosted by the Site (the “Turner Program”).

For good and valuable consideration, the receipt and sufficiency of which I acknowledge, by opting-in to the Turner Program on the Site, I hereby irrevocably agree as follows:

1. Representations and Warranties: I represent and warrant that: (a) I am the sole author and owner of the Material (or a member of a team of writers who is the sole author and owner of the Material), and that I have the right and authority to submit the Material to you on the terms hereof without the consent of any other person or entity; and (b) if I am selected by you to receive the blind script commitment (i.e., if you elect, in your sole discretion, to activate the Blind Script Agreement I have accepted on the Site), I am and will be available to perform the services required under the Blind Script Agreement, free and clear of any commitments or obligations to any other person or entity which would violate or materially interfere with my services under the Blind Script Agreement.

2. Possible Review of Material: I understand and acknowledge that the Black List will administer the review and selection of materials submitted to the Turner Program and will then submit to you only a limited number of submissions (as selected by the Black List) for your consideration (“Short List”). If the Material is duly submitted by me to the Black List and included in the Short List which is submitted to you by the Black List, then your only undertaking, in consideration of my submission, is to accept the Material for review and to review it if and to the extent you deem appropriate. No other obligations, promises or duties of any kind on your part shall arise from or be implied by this submission and no confidential or fiduciary relationship is entered into by you and me in connection with my submission or the Material. Without limiting the foregoing, I understand that you are under no obligation whatsoever to select me for the Blind Script Commitment.

3. My Commitments: I will provide any additional information requested by you or the Site, including a one-page personal biography, and my contact information (which shall also be considered part of the “Material”) and I consent to the Site sharing such Material with you and agree that none of the Material is subject to any fiduciary or confidentiality obligations on the part of Company. I will comply with all submission requirements posted on the Site in connection with my election to participate in the Turner Program. I acknowledge that, as part of my submission to the Turner Program, I have accepted and agreed to this Agreement and the Blind Script Agreement posted on the Site for this Turner Program, which I acknowledge will govern my potential engagement to write a television pilot story and teleplay for you on a work-for-hire basis if I am selected by you. Upon request, I will deliver to you signed originals of this Agreement and Blind Script Agreement, and any other documents required therein.

4. Use of Material: You acknowledge that if and to the extent the Material is protected by copyright law, those rights remain with me; however, I hereby grant you and Black List a non-exclusive right to review, replicate and distribute the Material for the purpose of evaluating such Material and my suitability for a possible Blind Script Agreement. In addition, I acknowledge that you are not agreeing to compensate me for, nor refrain from, the use of any elements of the Material which are not protected by copyright laws, including, by way of illustration, ideas, historical or factual matters or other public domain elements or aspects of the Material. The foregoing shall apply whether or not you have obtained such ideas and/or other public domain elements from other sources.

5. Reservation of Company Rights - Relief Limitations:

- (a) I understand that consideration of the Material by you is not an admission of the originality or my propriety of the Material; and that you are constantly developing programming and other ideas independently, both internally and with third parties. I also understand that you reserve all rights to develop any ideas and programming conceived independently, both internally and with third parties, without obligation to me, even if such ideas or programming are similar or identical to ideas contained in the Material.
- (b) I understand that no confidential or fiduciary relationship is entered into between Company and me regarding the Material.
- (c) I understand and agree that in the event of any dispute arising out of or pertaining to this Agreement or the Material:
 - (i) I shall not be entitled to terminate or rescind this Agreement or seek an injunction or any other form of equitable relief (including but not limited to, rescission, termination and/or any temporary restraining order, preliminary injunction, permanent injunction and/or specific performance) that would interfere with, hinder, stop, delay, or impede the development, production, exhibition, distribution, marketing, promotion, or any other exploitation of the Material and/or any programming, production or other works arising therefrom, or any parts or elements thereof, or any other exhibition or exploitation of Company's rights relating thereto;
 - (ii) my sole right and remedy will be an action at law for damages based on Company's alleged unauthorized use of legally protectable portions of the Material; and
 - (iii) any award to me for prevailing in such an action cannot (and any damages I might suffer will not) exceed the minimum rate that would be due under the Writers Guild of America Theatrical and Television Basic Agreement in effect as of the date hereof for a made-for-cable primetime 30- or 60-minute (as applicable) story and teleplay at "bargain rates" (i.e., excluding minimums payable for pilot scripts, backup scripts, spin-offs, etc.).

6. Return of Material: I have retained a copy of the Material. You may, but shall not be obligated to, return my Material to me, but you shall not be liable in any way if it is lost, misplaced, stolen or destroyed.

7. Dispute Resolution: Any and all controversies, claims or disputes arising out of or related to this Agreement or the interpretation, performance or breach thereof (each a “Dispute”), 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, except as set forth in subparagraphs B and C, below, shall be resolved according to the procedures set forth in subparagraph A, below, which shall constitute the sole dispute resolution mechanism applicable to any Dispute. The parties further agree that any dispute over the enforceability or validity of this agreement to arbitrate shall be resolved by the arbitrator to the extent permitted by law.

A. Arbitration: All Disputes not mutually resolved between the parties shall be submitted to final and binding arbitration pursuant to the substantive and procedural provisions of the Federal Arbitration Act (“FAA”), except to the extent (and only to that extent), if any, that a collective bargaining agreement (for example, the WGA) is applicable and requires that a Dispute be resolved pursuant to the arbitration provisions of that collective bargaining agreement (or expressly permits either party to elect such resolution and such party elects such resolution) in which case such Dispute shall be resolved in accordance with the arbitration provisions of the collective bargaining agreement. 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 parties agree that the costs of the arbitration will be shared pro rata to the extent permitted by law, including participation, if any, in the Optional Appeal Procedure. The arbitration shall be conducted in Los Angeles County before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The arbitrator shall have the authority to hear and grant motions to dismiss and/or motions for summary judgment/summary adjudication, applying the standards governing such motions under the Federal Rules of Civil Procedure and shall issue written opinions resolving such motions, if submitted. The arbitrator shall follow California substantive law and the Federal Rules of Evidence in adjudicating the Dispute. The arbitrator will provide a detailed written statement of the final decision, which will be part of the arbitration award (“Award”), and admissible in any judicial proceeding to confirm, correct or vacate the Award. Any Award favorable to me shall be limited to the fixing of compensation for your use of the submitted Material, which shall bear a reasonable relation to compensation normally paid by you to persons of my present stature and experience for your use of similar material (which in any event shall not exceed the minimum rate that would be due under the Writers Guild of America Theatrical and Television Basic Agreement in effect as of the date hereof for a made-for-cable, primetime, 30 or 60 minute (as applicable) story and teleplay at “bargain rates” (i.e., excluding minimums payable for pilot scripts, backup scripts, spin-offs, etc.). 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 Los Angeles 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 Award (following appeal, if applicable) within thirty (30) days of such Award being rendered, then the other party will have the right to enforce the final Award in any court of competent jurisdiction in Los Angeles County. The party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including, without limitation, reasonable outside attorneys' fees, incurred in enforcing the Award, to be paid by the party against whom enforcement is ordered. The parties and the arbitrator shall maintain the confidential nature of the arbitration proceeding and the Award, including the arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits or as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision; in all such cases, the parties shall use reasonable efforts to maintain the confidential nature of the proceedings, including through efforts to secure appropriate protective orders, instruct witnesses as to confidentiality requirements, and submit pleadings under seal. The parties waive the right to seek punitive damages for any claim arising out of or relating to this Agreement to the extent permitted by law. The parties each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

B. Injunctive Relief: Notwithstanding the foregoing, either party shall be entitled to seek injunctive relief (unless otherwise precluded by any provision of this Agreement) in the state and federal courts of Los Angeles County. In all such cases, the parties shall use reasonable efforts to maintain the confidential nature of the proceedings, as set forth in section A above; provided, however, that the party seeking injunctive relief in any such action may elect to forgo efforts to submit pleadings under seal if, in its/his/her reasonable judgment, this would materially prejudice its/his/her effort to receive prompt or effective relief.

C. Other Matters: Any Dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of the agreement), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Los Angeles County. The parties hereby consent to personal jurisdiction in said courts.

Without limiting the foregoing, **I understand that I waive a right to a trial, or to any monetary damages other than as expressly provided for in this Paragraph 7.**

8. Company: I understand that for purposes of this Agreement, "Company" and "you" include Company's parent, subsidiary, affiliated and related entities (including, without limitation, Turner Pages, Inc.).

9. Miscellaneous: This Agreement shall be governed by the laws of California without regard to conflict of laws provisions that would apply other law. The headings contained herein are for reference only and are not intended to influence the interpretation of any provision. Except as set forth on the Site for the Turner Program, this Agreement represents the complete agreement between

me and you regarding the Material, its submission and Turner Program and supersedes all prior or contemporaneous negotiations, agreements, representations or undertakings.

I HAVE READ, FULLY UNDERSTAND AND AGREE TO THE FOREGOING SUBMISSION AGREEMENT.

I INDICATE MY AGREEMENT HERETO BY CLICKING THE “YES” BUTTON ON THE SITE. I WILL HAND SIGN A VERSION OF THIS AGREEMENT AND RETURN IT TO COMPANY AND BLACK LIST UPON REQUEST.