

Fill in this information to identify the case:

Debtor Village Roadshow Entertainment Group USA Inc.

United States Bankruptcy Court for the: District of Delaware (State)

Case number 25-10475

Modified Official Form 410

Proof of Claim

12/24

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

Kendall Milton

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☒ No

☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Where should notices to the creditor be sent?

Kendall Milton

Kendall Milton

8737 Wonderland Avenue

Los Angeles, CA 90046, United States

Contact phone 4082214180

Contact email kendall.milton@gmail.com

Uniform claim identifier (if you use one):

Where should payments to the creditor be sent? (if different)

Contact phone

Contact email

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court claims registry (if known)

Filed on MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing?



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6. Do you have any number you use to identify the debtor?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>4443</u> <u>    </u> <u>    </u>
<b>7. How much is the claim?</b> \$ <u>138,272.15</u>	<b>Does this amount include interest or other charges?</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
<b>8. What is the basis of the claim?</b>	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.</p> <p>Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).</p> <p>Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>See summary page</u></p>
<b>9. Is all or part of the claim secured?</b>	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature or property:</b> <div><input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>.</div><div><input type="checkbox"/> Motor vehicle</div><div><input type="checkbox"/> Other. Describe: _____</div></div> <div><b>Basis for perfection:</b> _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</div> <div><b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)</div> <div><b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____</div> <div><b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div>
<b>10. Is this claim based on a lease?</b>	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b>    \$ _____</div>
<b>11. Is this claim subject to a right of setoff?</b>	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Identify the property: _____</div>



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☒ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☒ Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ 138,272.15

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☐ No

☒ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ 138,272.15

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/15/2025  
MM / DD / YYYY

/s/Kendall Milton  
Signature

Print the name of the person who is completing and signing this claim:

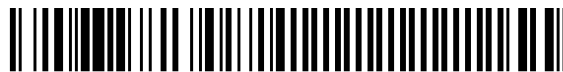
Name Kendall Milton  
First name Middle name Last name

Title Screenwriter

Company Writers Guild of America West  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 8737 Wonderland Avenue, Los Angeles, CA, 90046, United States

Contact phone 4082214180 Email kendall.milton@gmail.com



# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 526-6865 | International (781) 575-2076

<b>Debtor:</b> 25-10475 - Village Roadshow Entertainment Group USA Inc.		
<b>District:</b> District of Delaware		
<b>Creditor:</b> Kendall Milton Kendall Milton 8737 Wonderland Avenue  Los Angeles, CA, 90046 United States <b>Phone:</b> 4082214180 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> kendall.milton@gmail.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded	
	<b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No	
	<b>Related Claim Filed By:</b>	
<b>Filing Party:</b> Creditor		
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No	
	<b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Services performed developed and wrote a movie script and TV show pitch and bible for them	<b>Last 4 Digits:</b> Yes - 4443	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 138,272.15	<b>Includes Interest or Charges:</b> Yes	
<b>Has Priority Claim:</b> Yes	<b>Priority Under:</b> 11 U.S.C. §507(a)(4): 138,272.15	
<b>Has Secured Claim:</b> No	<b>Nature of Secured Amount:</b>	
<b>Amount of 503(b)(9):</b> Yes: 138,272.15	<b>Value of Property:</b>	
<b>Based on Lease:</b> No	<b>Annual Interest Rate:</b>	
<b>Subject to Right of Setoff:</b> No	<b>Arrearage Amount:</b>	
	<b>Basis for Perfection:</b>	
	<b>Amount Unsecured:</b>	
<b>Submitted By:</b> Kendall Milton on 14-May-2025 9:33:56 p.m. Pacific Time		
<b>Title:</b> Screenwriter		
<b>Company:</b> Writers Guild of America West		
<b>Optional Signature Address:</b> 8737 Wonderland Avenue  Los Angeles, CA, 90046 United States <b>Telephone Number:</b> 4082214180 <b>Email:</b> kendall.milton@gmail.com		

## **MONEY OWED BY VILLAGE - INCLUDED DOCUMENTS**

**(Page 1-2)** Included documents page

**(Pages 3-4)** Total money owed from Village Roadshow explained. I am owed money for both Dad Band and the show Everyone Gets Fired (otherwise referred to as the assistant show)

**(Pages 5-7)** Everyone Gets Fired (the Assistant show) development timeline for all the work I did that I haven't been compensated for

**(Page 8)** Email sent to Steve Mosko head of Village Roadshow on October 10th 2022 detailing the work we'd done thus far on the show as well as recounting the meeting we had with him on our walk where he said he would give us money for all the work we were doing. See his response in which he said he would call our agent. He and our agent spoke and he said he would get us paid.

**(Page 9)** Email sent to my former agent Jim Stein at Innovative Artists on October 12th of 2022 detailing all the work I'd done on the assistant show (Everyone Gets Fired) treatment

**(Page 10)** Email to Jeff Garlin and Brad Morris with the treatment we'd worked on for the assistant show (Everyone Gets Fired) on 12/7/2022

**(Page 11)** Email response from Jeff Garlin/Brad Morris acknowledging they received it.

**(Pages 12-16)** "Every Gets Fired/ Assistants show" treatment sent in that email on 12/7/2022 to Jeff Garlin/Brad Morris

**(Page 17)** Email sent to Steve Mosko (head of Village Roadshow) on March 7th 2023 checking in on the assistant show/about the looming writer's strike happening. He said Jeff Garlin was dealing with "stuff", which is why nothing was happening with the show (we still had not been paid for our work).

**(Page 18)** Email sent from Jillian Apfelbaum VP of Village Roadshow stating she loved Dad Band when she read it and sharing her thoughts for the film indicating sending it to Adam Sandler, working with Warner Music, having Snoop Dog act in it and Adam Sandler (that's the Adam she's referring to). These thoughts clearly indicate this movie was going to be a high budget film (over 5 million dollars). When I spoke with her on the phone after this she said Village saw it as a 30-50 million dollar movie. However, they only paid us for a low budget polish.

**(Page 19)** Email sent from Steve Mosko about Dad Band asking me to set up a meeting with Marc Mayer who he brought on to help with Dad Band. See the title of the email "The Next

Huge Movie” which also indicates he and Village saw it as a big budget film (despite paying me for a low budget film)

**(Page 20)** Email sent to WGA on November 21st of 2022 (before I was in the Guild) explaining that Dad Band was being negotiated with Village Roadshow and is a high budget movie, also they are a Guild Signatory and have to pay writers guild minimums regardless of if they are in the Guild

**(Pages 21-38)** Writer Agreement with Village Roadshow for Dad Band movie indicating I was to be paid \$14,666 or the WGA scale (whatever is more) for the additional rewrite I was asked to do on Dad Band

**(Page 39)** Email sent from David Goldblum (Producer at Village Roadshow) on September 11th of 2024 stating he had read the polish I had done on Dad Band with the other writer on this (Lily Drew) and that he wasn’t satisfied because it needed to be more of a rewrite.

**(Page 40)** Email I sent back to David Goldblum on September 17th saying I was happy to do the rewrite once I had been commissioned for a rewrite as I was only paid for a low budget polish (again this is a high budget movie). He never replied to this.

**(Page 41)** Email I sent to the VP of Village Roadshow Jillian Apfelbaum on October 25th 2024 stating that I had not been paid for the rewrite David/Village asked me to do. She never replied to this.

**(Pages 42-62)** OPTION/PURCHASE AGREEMENT for Dad Band with Village Roadshow

**(Pages 63)** Email explaining to Steve Mosko the WGA minimums for a high budget film versus low budget for purchase price as well as the option (10% of the purchase price). We were paid for a low budget option and were never paid for the purchase price at all. However, we were working on a high budget movie. They just tried to low ball us in the contract by saying they’d pay us a low budget option purchase price, but should have legally been a high budget option and high budget purchase price. I sent Steve Mosko the WGA minimums back in 2022, but they have gone up since then. I explain this more on Pages 3-4.

## **TOTAL MONEY OWED BY VILLAGE ROADSHOW ENTERTAINMENT GROUP USA. \$138,272.15**

### **1) STORY & TREATMENT FOR HIGH BUDGET TV SHOW**

#### **“EVERYONE GETS FIRED” otherwise referred to in emails as “ASSISTANT SHOW” TV SHOW TREATMENT/STORY**

- **Total amount owed for “Everyone Gets Fired” - \$45,470.**
- **Amount owed explained:** I developed a TV show bible/treatment/story/ pitch from August 2022-February 2024 for Steve Mosko at Village Roadshow and the actor Jeff Garlin. I also interviewed Mosko’s daughter Mallory Mosko for research to develop the show. Steve promised me and the other writer they brought on to develop this Lily Drew (also in the WGA) that we would be paid and that we would be compensated for all the work we did. He promised us money for all our work on a walk in 2022 (around October). We were never paid. I’ve attached emails that prove this in conversations with my former agent (Jim Stein at Innovative) and Steve Mosko (former head of Village Roadshow). The WGA minimum for a story or treatment for a high budget TV show/ non original idea is \$45,470. I am owed this for all the work I did on the show. My lawyer Eric Brookes [eric@ggssc.com](mailto:eric@ggssc.com) is also aware of this project and the fact that I wasn’t compensated for it. I have multiple emails that prove this timeline.

### **2) REWRITE & POLISH FOR ORIGINAL SCREENPLAY “DAD BAND”**

- **Total amount owed for Dad Band - \$26,770**
- **Polish money owed (\$4,035)** - Village Roadshow optioned this project from me between (2022-2024) and they called this movie “the next big movie” (I have emails detailing this) and they said they wanted to make it in the 30-50 million dollar range. They asked us to do a rewrite on this high budget movie, but only paid us for one low budget polish (I believe before taxes and paying my agents at the time and lawyer and splitting with the other writer on this, this totaled to \$14,666). However, because this was actually a high budget polish (which is \$22,736 as of 5/2/25) they still owe me \$4,035 more (since I’m splitting payments with the other writer on this).
- **Rewrite money owed (\$22,735)** - An executive at Village, David Goldblum, then read the script and asked for more of a rewrite, to which I replied I was happy to do after I was compensated for an additional rewrite (I also have emails detailing

this). A WGA high budget rewrite fee is \$45,470 as of 5/2/25. Splitting that with the other writer on this, is \$22,735. In my contract it says I will be paid at least \$14,666 for the additional polish (or whatever the applicable WGA scale is). Because they asked for a high budget rewrite that is \$22,735.

### **3) HIGH BUDGET PURCHASE PRICE AND OPTION FOR ORIGINAL SCREENPLAY DAD BAND**

- **Total amount owed for high budget option and purchase price - \$66,032.15.**
- **Option amount owed (\$3,520.65) explained** - An option amount for a high budget purchase price is \$6,251.15. I was already paid for a low budget option \$2730.5. So if I subtract the amount I was already paid from \$6251.15, I get \$3,520.65. Village Roadshow told me that Dad Band would be a 30-50 million dollar movie multiple times (I have emails explaining them wanting to go to big name talent like Adam (Adam Sandler) etc.) They then tried to low ball me and the other writer on this deal once it came time to sign a contract by saying we were making a low budget movie, but that was not the case, it was just a way to not pay writers what they actually owed them according to WGA minimums. And as a Guild signatory they have to adhere to WGA minimums. And regardless of if they try and argue they were making a low budget movie (with stars like Adam Sandler, Snoop Dog, etc.) I was never paid for my purchase price for this film either.
- **Purchase price amount owed (\$62,511.50) explained** - I was never paid for the purchase price (which in my contract states being paid at least \$54,561). However, I should have actually been paid for a HIGH BUDGET PURCHASE PRICE, which as of May of 2025 is \$125,023. If I split this in half with the other writer on this, that is equal to \$62,511.50.



## “EVERYONE GETS FIRED” otherwise known as “Assistant Show” TV SHOW DEVELOPMENT TIMELINE

*Note: This is a write up of the timeline of all the work I did for Village Roadshow/ Steve Mosko on the TV concept Everyone Gets Fired otherwise referred to in texts/emails as “the Assistant show”. I sent a write up of this timeline via Email to my lawyer ERIC BROOKES (eric@ggssc.com) on Monday, May 20, 2024 as well. I have still not been paid any of the \$45,470 I am owed for a high budget story and treatment. I’ve included a screenshot of that as well. I rewrote some of the information to make it more clear to a third party viewer, but it’s all the same facts.*

- **August, 2022**, Jeff Garlin called me and another writer and told us he and Steve Mosko at Village Roadshow were developing a scripted improv spinoff of *Curb Your Enthusiasm*, focusing on assistants working for real celebrities in Hollywood. Jeff said he and Steve Mosko/Village Roadshow wanted to bring me on to help them develop it. The title of the show was *Everyone Gets Fired*. It was a high budget TV show and was referred to as a “spin off of *Curb your Enthusiasm*”. My role in this was developing a high budget story and treatment for it. I have included the treatment I developed and wrote below. I wrote this with another writer Lily Drew. Steve Mosko and Jeff Garlin felt that I would be perfect for this opportunity because I had been an assistant and had worked with Hollywood celebrities like Nick Cage, had weird funny side jobs, etc. At the time I had another project “Dad Band” (see contracts attached) with Village Roadshow and Steve Mosko.
- I met with Steve Mosko (head of Village) around **October of 2022** and went for a walk with him to talk about the work he wanted myself and Lily Drew (the other writer) to do on the show. He assured me that I would receive money/compensation for the development work I did and he asked me to create a treatment/show bible/pitch for the show and meet with his daughter Mallory Mosko, who had been a celebrity assistant. He wanted me to interview her for ideas for my pitch.

- On **October 14th 2022 at Verve Coffee** I met with Steve Mosko's daughter, Mallory Mosko, to interview her for the TV show about her time being a celebrity assistant. Steve Mosko set this meeting up on the same date he assured myself and my writing partner that we'd be paid for our work.
- Together over the next year I developed many scripted "scenarios" for improv scenes involving assistants and their celebrity bosses. I then presented them to Jeff Garlin and had many development meetings with him and created a five page TV show treatment. It was a five page pitch document with a logline, characters, sample episodes, all written and created by myself and another writer.
- I have an email we sent on **12/7/22** to Jeff Garlin with the pitch document and an email back from him and Brad. We were listed as the creators on all these documents along with Jeff. We wrote his name at the top next to ours, but I wrote everything in the documents with another writer. They were just based on his concept.
- I also met with Jeff Garlin and showrunner Brad Morris around **September of 2022** about the five pager I created. Brad gave me and the other writer a few notes and then we began developing the project out more with him and Jeff. We have numerous texts with Jeff in our group chat and emails pitching him our various ideas for the story and him replying to those, we also have multiple texts suggesting meeting times, etc. Jim has sent several emails to Steve Mosko documenting our various meetings and the work we did. We also have emails we sent to Brad after meeting him with a document that has our names on it, we also have texts with Steve Mosko's daughter.
- My former agent Jime Stein at Innovative Artists ([jim.stein@iala.com](mailto:jim.stein@iala.com)) has emails with Steve Mosko that should indicate all of this as a sort of paper trail of everything. We also have multiple emails with Brad Morris and Jeff Garlin and the document has all our names at the top. Jeff was confident that given his relationships, that they would be able to sell the project to HBO, Netflix, or elsewhere.

- **On March 7th of 2023** I emailed Steve Mosko to check in about the assistant project (Everyone Gets Fired) and he said Jeff was dealing with something personal so to “stay tuned”.
- On **April 4th 2023**, Jeff FaceTimed me and told me he had “casually pitched” the project to HBO without talking to myself or the other writer first. He said that he had pitched the project without them, but that they were still a part of it with Village and showrunner Brad Morris. Jeff said he was hopeful about HBO, and would have an answer from them by April 15th.
- I checked in with Steve Mosko after the strikes too, but he knew nothing about the project or the status of it.
- I registered everything I created over the past year with the WGA on **February 21st 2024**.
- Around **February 2024** Jeff Garlin invited myself and the other writer to attend a shoot with Max Greenfield for the assistant show. Brad Morris and showrunner Erin O’Mally were also there. Brad Morris sent me the pitch for the shoot the day before (**February 27th 2024**) so I could brainstorm jokes to use on set.
- I attended the shoot on **February 28th 2024**, and pitched numerous jokes and lines that were incorporated by actor Max Greenfield into the scenes. Particularly one about a horse.
- My former agent Jim Stein at Innovative reached out to Jeff’s manager David Miner about all this afterwards.
- I was never paid the money Steve Mosko and Village promised me. Because I am in the Writer’s Guild, I am owed **\$45,470 for all the development work I did on this as that is the minimum amount I am owed for a high budget story and treatment. I have attached a copy of the treatment below.**

KT

kendall theeskimosisters.com  
To: Stephen Mosko <steveMosko@me.com>

☺ ↩ Reply ↩ Reply all ➦ Forward 📧 ⋮  
Mon 10/10/2022 11:53 AM

His name is Jim Stein, his email is: [Jim.stein@jala.com](mailto:Jim.stein@jala.com)  
Best number to call him at is his office number: (310) 656-5143

Thanks Steve!!!

Kendall Milton  
*Screenwriter & Actor*



----- Original Message -----  
Subject: Re: Update on Assistant Show

↩ Reply ➦ Forward

From: Stephen Mosko <[steveMosko@me.com](mailto:steveMosko@me.com)>  
Date: Mon, October 10, 2022 10:50 am  
To: [kendall@theeskimosisters.com](mailto:kendall@theeskimosisters.com)  
  
Give me you agents info  
  
Chief Executive Officer  
Village Roadshow Entertainment Group  
10100 Santa Monica Blvd.  
Suite 200  
Los Angeles, CA 90067  
Direct line: 310-385-4332  
Cell: 310-283-3087  
[steve.mosko@vreg.com](mailto:steve.mosko@vreg.com)

On Oct 6, 2022, at 10:21 AM, [kendall@theeskimosisters.com](mailto:kendall@theeskimosisters.com) wrote:

Hey Steve!

Lily and I met with Jeff again and also met with show runner Brad Morris, who Jeff brought on to help us develop the show out. We put together a treatment that Brad is going to look over this week. Wanted to follow up with you re money/ bringing our agent on board since you mentioned it on our walk. Is there someone we can connect our agent with? Thought we should follow up with you directly as we're new to this part of the process and we're learning each step of the way! We're so excited and grateful to be working on this show!

Thanks!

Kendall Milton  
*Screenwriter & Actor*



Assistant show update

KT

kendall theeskimosisters.com

To: Jim Stein <jim.stein@iala.com>


Cc: lily@lilydrew.com

Hi Jim!

So far for the assistant show Lily and I have written a treatment/ show bible & pitch. We've been working with Jeff and showrunner (Brad Morris) to develop it out. Steve Mosko also mentioned bringing Marc Mayer. Not sure what stage Marc/Village will be connected with us/Brad/Jeff. We're meeting with Steve's daughter Friday to interview her and incorporate her stories into the pitch/ treatment. Jeff sent us both scripts for Curb, which we are now looking over to model each episode after. Steve mentioned that we'd be paid for our efforts, so just wanted to get us all on the same page. This whole process is moving quickly, not sure if we'll be writing a pilot outline (bc the episodes are improvised like Curb) but Jeff mentioned pitching to HBO/Netflix.

We love this show!!

Kendall Milton  
Screenwriter & Actor



👤

🔄

📧

⋮

Wed 10/12/2022 1:25 PM

🔄

📧

🔄

Everyone Gets Fired In the End Pitch

Everyone....7.22.pdf

Reply Reply all Forward

Jeff Garlin  
Great. I really think that it is pretty damn good. I've got some thoughts that we can cover in the next couple of days Sent by my my my On... Wed 12/7/2022 4:57 PM

kendall theeskimosisters.com  
To: mmpudd@me.com; bradm@gmail.com  
Cc: lily@lilydrew.com  
Wed 12/7/2022 4:34 PM



Everyone Gets Fired In the En...  
237 KB

Hi Jeff/Brad!

Attached below is the updated pitch for the assistant show. Should we set a time to do it for Steve end of next week? That gives us time to look it over/make any tweaks beforehand. Let us know your thoughts. Excited!!

Everyone Gets Fired In the End Pitch

^

  Everyone....7.22.pdf

BM

brad morris<bradmor@gmail.com>  
To: Jeff Garlin <mmmpuddin@me.com>  
Cc: kendall theeskimosisters.com; lily@lilydrew.com  
  
Agree  
...  

Reply

Reply all

Forward

😊

Reply

Reply all

Forward



...

Thu 12/8/2022 7:27 AM

JG


Jeff Garlin<mmmpuddin@me.com>  
To: kendall theeskimosisters.com  
Cc: bradmor@gmail.com; lily@lilydrew.com  
  
Great. I really think that it is pretty damn good. I've got some thoughts that we can cover in the next couple of days  
  
Sent by my my my  
  
On Dec 7, 2022, at 4:35 PM, kendall theeskimosisters.com <kendall@theeskimosisters.com> wrote:  
  
Hi Jeff/Brad!  
  
Attached below is the updated pitch for the assistant show. Should we set a time to do it for Steve end of next week? That gives us time to look it over/make any tweaks beforehand. Let us know your thoughts. Excited!!  
<Everyone Gets Fired In the End 12.7.22.pdf>

😊

Reply

Reply all

Forward



...

Wed 12/7/2022 4:57 PM

## **EVERYONE GETS FIRED IN THE END**

**Jeff Garlin, Kendall Milton, Lily Drew, Brad Morris**

**12.7.22**

**Jeff Garlin opener** *\*Funny joke about all his assistants being fired\**

*“Do one thing every day that scares you.”*

- Eleanor Roosevelt

*“Every hour of every day is terrifying.”*

- Any celebrity assistant

Think *Curb your Enthusiasm*, but from the perspective of Larry David’s assistant.

### **LOGLINE**

Three assistants in LA try to navigate the uniquely ridiculous situations they find themselves in while working for their celebrity bosses.

### **TITLE**

Everyone Gets Fired in the End

### **FORMAT**

Half hour, episodic, improvised comedy series.

### **INSPIRATIONS**

**BRAD:** Some of this is inspired by my sister’s past and current experiences as a career actor’s and director’s assistant, and of course Jeff’s long list of *ghosts of assistants past who have all been fired. Too soon, but not soon enough for Jeff.*

**KENDALL:** And then finally from the trials and tribulations of our many assistant jobs in LA

**LILY:** Like, when I worked on *Shark Tank* and somehow lost the talent in a nude spa in Koreatown-

**KENDALL:** or when I wasn’t allowed to go to the bathroom and shit my pants, while muted on the phone with the head of a studio-

**LILY:** or, like when I was the personal assistant for a music agent, who I later found was my roommate’s sugar daddy. She got paid way more.



**KENDALL:** or when my boss called me Rachel for the first month I worked for him and when I finally corrected him, he fired me.

**LILY:** or ken, you know the classic... when we worked for Nicolas Cage who fired us for quote “opening a portal to dark magic.”

**KENDALL:** That’s the last time we’ll ever find a job off Craigslist.

**BRAD:** People are fascinated by the assistant, boss dynamic: Because it has non-stop intimacy without boundaries and conflict without forethought. People love the abusive yet loving relationship in *Hacks* and then of course, Jennifer Coolidge and her assistant in the most recent season of *White Lotus*. But they want more.

**LILY:** And, let me tell ya, *we have it*. Our show is about assistants just trying to get from point A to point B. But of course, it’s never that simple

**KENDALL:** Because when you work for people who got where they are by being unique creative geniuses... what usually comes with that is a complete inability to function on their own.

**LILY:** For example, Jeff can’t bend down.

**JEFF:** It’s true.

**LILY:** Show us Jeff.

(Jeff stands up and tries to bend)

**KENDALL:** Which means that if Jeff’s hypothetical assistant is picking up Jeff’s socks and guitar picks all day, how can she get out of the house to do the other important things like pick up that plate of “steamed broccoli - *nothing on it*” he requested.

**LILY:** Wait, that one was Nick Cage.

**KENDALL:** Oh right.

**BRAD:** Fun Fact: Assistants have no union and their bosses have no HR department. In this world - anything goes. And the assistants go wherever the job takes them.

**LILY:** Like breaking up with someone for their boss at a Bar Mitzvah in Sherman Oaks. Or gaining 25 pounds from appeasing your boss’s binge eating disorder.

**BRAD: THE WORLD:** The show is set today, in LA, and in all the places you find celebrities and their faithful and stressed out assistants. The show, like *Curb*, will lean toward the day to day situational conflicts between the assistants and their highly recognizable bosses, and be less

about the emotional deep dive into our assistants personal lives - so our physical backdrops won't be the assistants at their apartments, but more of the places the assistants work: their bosses homes, second homes, offices, cars, both locations of Joan's on Third, and wherever else their bizarre errands for their very picky, eccentric and demanding bosses take them.

And then of course, the assistant's sacred ground is a coffee booth in the common area at the Farmers Market at Third and Fairfax that an assistant who "got out" (by suing her ex boss) bought.

**KENDALL:** The beauty of this setting is that it's a hub for people coming and going and eating all kinds of food throughout the day. One assistant will be starting her work day at 6 am with a cappuccino, while the assistant next to her will be ending his work day, also at 6 am, with falafel from Moishe's restaurant across the way.

**LILY:** And why the Farmer's Market at the Grove? Well for starters. It's vibrant. It looks great on film. Plus, it's also a great place for our assistants to hide from their bosses. Because, well, *it's the grove*. What real celebrity goes there? Besides Jeff.

**KENDALL:** We belong to a myriad of assistant groups on Facebook where there are threads of fellow assistants hysterically in search of "ISO" things like-

**LILY:** The original pilot script for Nip/Tuck

**KENDALL:** Or ISO lawyer who specializes in getting assistants out of texting while driving tickets.

**LILY:** Or, ISO a painter who works with canvas. I need to change the color of a shirt on a Takashi Murakami original from blue to green and so far it's been impossible to find someone.

**BRAD:** Let's meet our assistants. First we have...

## CHARACTERS:

**Rita (56) 'The Lifer':** Rita, 56, is a woman from a different time. That time is the early 80s. She's tough. She's the only one who stuck by her former boss when he was canceled. Rita grew up in South Philly with four brothers, so she doesn't really care about a "little sexual harassment" lawsuit. Rita's unnamed ex-boss rewarded her loyalty with his old Jaguar convertible, which she drives everywhere blaring Bon Jovi. For her next gig, Rita thought working for the loving power couple, Sofia Vergara and Joe Manganiello, would be nice. They love her, although Joe is slightly alarmed by how many times she's pulled him aside to say that if he hypothetically had anything he needed to "cover up" she would "know how." Also a red flag to her acquaintances is that sometimes she slips and calls Joe "father". She takes her job way too seriously, which causes a lot of conflict in her life. She would take a bullet for her bosses. She loves Sofia because she's probably a lesbian, but she's a little confused because she also

thinks Joe is really easy on the eyes. And she does make their lives easier, but also really stressful. Rita doesn't like to play by the rules. For example, she doesn't understand that she has to sign in before picking up her boss's kid from elementary school. So when she took the kid and it turned into an Amber Alert situation, they tried to fire her. But at the end of the day they didn't have the heart to, because they're starting to think that they might be all she has.

**KENDALL: Charlotte 'The Friend':** is a 29 year old who works for a 26 year old pop star Megan Thee Stallion. Small town Charlotte, moved out to LA six years ago with a dream of being a stylist. She took this personal assistant job, thinking she could be promoted to Meg's stylist. But the closest she's gotten to her passion is the time she helped Meg into her bodysuit and in the process snapped her acrylic on Meg's asshole. Meg didn't care though, she's too busy to think. But Charlotte's thought about it every day since. The travel and the lavish parties are great, but due to Charlotte and Meg's closeness in age the line where friendship ends and assistant begins is a blurry one. Charlotte will never get used to how okay Meg is with the weird boundaries. If they're not on the road, Charlotte spends most days working alongside her boss in bed. She also didn't realize when she took the job that she'd also be working for Meg's asshole boyfriend and her heavyset psychic, who can't fit into her Fiat without sitting sideways. Charlotte's friends from home think she has this cool LA life which is far from the truth. Plus her friends are all getting married, buying homes and moving forward whereas Charlotte's life hasn't changed. And she hates to admit it, but her biological clock is ticking and her only options are stoner groupies. The closest she's gotten to a family are freezing eggs in Woodland Hills.

**LILY:** And last, but certainly not least, we have...

**Michael Michaelson (26) 'The People Pleaser':** Michael Michaelson is every guy we went to film school with. He's sweet, Presbyterian, from suburban Omaha, and has a total chip on his shoulder because he's a white guy trying to make it as a comedy writer in Hollywood... in this landscape. Due to this and to being a total people pleaser, Michael word vomit lies to his Jewish boss, Jonah Hill, that he's "hey! also Jewish" in his job interview. This lie will be his burden to carry for the remainder of the season. That and the fact that he is terribly conflict avoidant in a city and industry that thrives on conflict. Despite being told not to, he's constantly pitching Jonah jokes and always sort of missing the mark. He also weirds Jonah out. He's noticed that Michael has slowly started looking more and more like him in subtle ways. Michael stays at his job hoping it'll help advance his career. However, after months of sending over script samples he finally gets a response: "Hey Mike, do you mind doing coverage on this script I got sent?" He looks at the attached script. *It's his own.*

**BRAD: WEEK TO WEEK MECHANICS** Each episode will have an A story that focuses on one of our assistants and their bosses and the issue/task/conflict at hand as well as a B story that involves another one of our assistants and their own work related story as well as a very light C or third story. There will sometimes be crossover between our assistants in an episode at the coffee shop/ assistant hub.

**SAMPLE EPISODES:**

**KENDALL:** So now we'll give a few episode examples

After Michael's boss asks him what he's doing for Rosh Hashanah, Michael says he's hosting his parents. His boss says it's been a while since she's had a home cooked meal so, out of nerves, Michael invites him over for dinner. Michael spends the episode researching what the holiday means, as well as casting actors for the roles of "Jewish mother and father" and maybe a few cousins. Michael's fatal error is that his boss says "Michael's cousin" looks exactly like the extra he just shared a scene with in her latest movie.

**LILY:** When Royal Bella Princess parties cancels last minute for Rita's boss's kid's birthday party, Rita takes it upon herself to fill in as Ariel. Her bosses navigate how to tell her to change out of the costume. The birthday party takes a turn for the worst when Rita gets into a physical altercation with a drunk dad after he calls her "size inclusive/ fat Ariel".

**KENDALL:** Megan the Stallion uses her long term psychic to make every major decision in her life. When the psychic pulls Meg aside and says that her obviously fuckboi boyfriend is cheating on her with someone in her "inner circle", Meg makes Charlotte fire her psychic instead of confronting the issue. Charlotte feels bad since Meg's boyfriend has made multiple passes at her and the psychic has nowhere to go. Charlotte struggles to hide Meg's boyfriend hitting on her as well as the fact that Meg's former psychic is now sleeping on her couch.

**LILY:** After successfully pulling off Rosh Hashanah, Michael is faced with yet another obstacle. His boss ordered 23 and Me kits and has one he wants Michael to take, so they can compare ancestry results. Knowing that he's "full blown Mayflower," Michael decides to find a Jew who can give him a swab sample. When no one he knows agrees, Michael spends the day at Nate n' Als trying to get a swab. However, when word gets out that he's trying to "find a Jew" it gets taken the wrong way. This is probably the episode where he gets fired.

**KENDALL: Season 1 arc for Assistants:** \*\* The assistants all share the same goal week to week - don't get fired. But by the end of the season we will find out that's impossible. These jobs are supposed to be temporary. Over the course of the first season the bar keeps getting lower and lower for their hopes/ dreams. What begins as: "I'm gonna be a famous writer and buy my dream house" slowly becomes: "My boss won't let me poop in his house. I have to use the Le Pain on Ventura."

**RECAP** This show is a love letter to the most complicated and yet totally one sided work dynamic that exists on earth. While the celebrity bosses have already had their glory, Everyone Gets Fired in the End is about shining a light on the hilarious horrors and injustices that occur all over town every day on these well educated young people who have for some ungodly reason decided to forgo law school to schlep chopped salads and matcha latte's up Beechwood in the hopes that they can then get a job being mistreated at an agency or a studio. It's a vicious and painful cycle to watch but it's funny as hell and the only way to capture it correctly is to use the improv heavy and organic approach to this show that Curb does.

SM

Stephen Mosko<steveMosko@me.com>  
To: kendall theeskimosisters.com  
Cc: lily@lilydrew.com

😊

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⋮

Tue 3/7/2023 11:10 AM

🔔 You forwarded this message on Wed 11/20/2024 12:24 PM

He's dealing w some stuff. Stay tuned.

Chief Executive Officer  
Village Roadshow Entertainment Group  
[10100 Santa Monica Blvd.](#)  
Suite 200  
Los Angeles, CA 90067  
Direct line: 310-385-4332  
Cell: 310-283-3087  
steve.mosko@vreg.com

On Mar 7, 2023, at 11:09 AM, kendall theeskimosisters.com <kendall@theeskimosisters.com> wrote:

Hey Steve!

Just checking in on the assistant show. It's been about two weeks since we spoke and we haven't had any communication with Jeff. Any update on your end? We know there's a looming writer's strike happening so wanted to follow up. Thanks!

↩ Reply

↩ Reply all

➡ Forward

KT

kendall theeskimosisters.com  
To: Stephen Mosko <steveMosko@me.com>  
Cc: lily@lilydrew.com

😊

↩ Reply

↩ Reply all

➡ Forward

📧

⋮

Tue 3/7/2023 11:09 AM

Hey Steve!

Just checking in on the assistant show. It's been about two weeks since we spoke and we haven't had any communication with Jeff. Any update on your end? We know there's a looming writer's strike happening so wanted to follow up. Thanks!

---

**From:** Jillian Apfelbaum <[Jillian.Apfelbaum@vreg.com](mailto:Jillian.Apfelbaum@vreg.com)>  
**Date:** Monday, June 20, 2022 at 2:09 AM  
**To:** Steve Mosko <[steve.mosko@vreg.com](mailto:steve.mosko@vreg.com)>  
**Subject:** Re: DAD BAND SCRIPT

Hi Steve – Happy Father’s Day!

Thanks again for sharing this one with me. It’s a great idea (and pretty well-written)! Definitely something Adam, Matt and his team should read and consider.

A few thoughts:

- Super fun premise. Excellent emotional core. A lot of cinematic potential (especially the musical numbers).
- Tone toggles between the heart of SING STREET and bawdy comedy of THE HANGOVER. I’d encourage Kendall and Lily to pick a lane: is this a family comedy with heart (PG-13 like WEDDING SINGER or GROWN UPS) or a raucous ensemble comedy for adults (R like GIRLS TRIP or SOMETHING ABOUT MARY). My instinct is the former makes for a more commercial, contemporary Happy Madison film with franchise potential, but it’s worth discussing.
- Is there a WARNER MUSIC play here? The musical identity of the film is muddy, despite the playlist at its start. The Dad Band seems very much into early-2000s hip-hop and pop, but they also freestyle rap and harmonize. And we’ve no sense of what our hero’s daughter’s band sounds like. It would be fantastic to work closely with someone like Charlie Cohen to determine which artists and songs best serve narrative.
- The stakes of the film are low, which works fine. But there’s also opportunity to expand beyond a local “Battle of the Bands” contest to a more high-profile venue. Perhaps tied into a nationally-televised competition series like American Song Contest or... Star Search?! Could also be a fun opportunity for a cameo from Snoop or JT.
- Would love to further develop out the ensemble characters, but it’s a unique and colorful bunch, so the potential is there.
- Could be a lot funnier! With more physical comedy. But that’s where Happy Madison comes in...

Look forward to discussing further!

Best,  
Jillian

---

The next huge movie....

----- Original message -----  
Subject: The next huge movie....

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From: Steve Mosko <[steve.mosko@vreg.com](mailto:steve.mosko@vreg.com)>  
Date: Fri, August 26, 2022 9:19 am  
To: Marc Mayer <[marc.mayer@vreg.com](mailto:marc.mayer@vreg.com)>  
Cc: Kendall Milton <[kendall@theeskimosisters.com](mailto:kendall@theeskimosisters.com)>  
  
Marc is going to call you re setting meeting to review script. He's talking to Matt / happy Madison



VILLAGE ROADSHOW ENTERTAINMENT GROUP

**STEVE MOSKO**  
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=====

Dad Band Village Roadshow (Email I sent to the Guild back in 2022)

**From:** kendall theeskimosisters.com <kendall@theeskimosisters.com>  
**Sent:** Monday, November 21, 2022 11:03 AM  
**To:** contracts@wga.org <contracts@wga.org>  
**Cc:** lily@lilydrew.com <lily@lilydrew.com>  
**Subject:** Kendall Milton - WGA Minimums Numbers Needed for Studio Deal Contract

Hi there,

My name is Kendall Milton and I just got off the phone with the contract department. My writing partner Lily Drew and I are not currently in the guild, but would like to be paid WGA minimums for this current deal we're negotiating with Village Roadshow.

Below is the contract we are currently negotiating with Village Roadshow, which appears to be a guild signatory company. We have not signed the contract yet (see our counter in red, their reply in green, our second counter in blue, and their reply in purple. VR stands for village roadshow. Would love to know the WGA minimums for each category (specifically purchase price, option and rewrites). Movie is in 30-50M range.

Would be very helpful if you could clarify! Thanks so much!

I hope this email finds you well.

I am very pleased to be making the following offer for Kendall ~~James~~ MILTON and Lily Drew in connection with the project entitled "Dad Band".

Please take a look at our proposal below and let me know your thoughts:

1. <b>Rights</b>	All rights in and to the project currently entitled "Dad Band" a fictional original story idea created by Kendall <del>James</del> MILTON ("James") and Lily Drew ("Drew"), including, <b>but not limited to, the spec script written by Drew and Milton, and</b> all drafts, rewrites and versions thereof, as well as any and all related underlying materials <b>thereto, without reservation of any kind.</b>
A. <b>Initial Option Payment</b>	\$2,500 applicable <b>RAISE TO \$10K</b> <b>VR: Holding on \$2500, but see the Set Up Bonus below</b> <b>Raise to \$5k to close</b> <b>VR: Holding again on \$2,500</b>
B. <b>Initial Option Period</b>	18 months



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**WRITER AGREEMENT**

Dated as of: January 26, 2023 ("**Effective Date**")

Picture: "Dad Band" ("**Picture**")

Company: Village Roadshow Productions Inc. "**Company**")

Artist #1: Kendall Milton ("**Artist #1**"), a citizen of United States of America, with a principal place of residence in \_\_\_\_\_.

Artist #2: Lily Drew Detweiler ("**Artist #2**"), a citizen of United States of America, with a principal place of residence in \_\_\_\_\_.

Artist #1 and Artist #2 are a team of writers and are jointly and/or severally, at Company's election, referred to herein as "Artist".

Notices and Payments to Artist #1: c/o Innovative Artists Literary Agency  
1505 10th St.  
Santa Monica, CA 90401  
Attn: Jim Stein  
Email: [jim.stein@iala.com](mailto:jim.stein@iala.com)

With a courtesy copy to: c/o Goodman, Genow, Schenkman,  
Smelkinson & Christopher, LLP  
9665 Wilshire Blvd, Fifth Floor  
Beverly Hills, CA 90212  
Attn: Eric Brooks  
Email: [eric@ggssc.com](mailto:eric@ggssc.com)

Artist #2: c/o Innovative Artists Literary Agency  
1505 10th St.  
Santa Monica, CA 90401  
Attn: Jim Stein  
Email: [jim.stein@iala.com](mailto:jim.stein@iala.com)

With a courtesy copy to: c/o Goodman, Genow, Schenkman,  
Smelkinson & Christopher, LLP  
9665 Wilshire Blvd, Fifth Floor  
Beverly Hills, CA 90212  
Attn: Eric Brooks  
Email: [eric@ggssc.com](mailto:eric@ggssc.com)

This agreement ("**Agreement**") is entered into as of the Effective Date between Company and Artist in connection with the Picture. The work to be done by Artist under this Agreement is based upon an original idea by Artist ("**Assigned Material**").

1. CONDITIONS PRECEDENT. Company's obligations under this Agreement are conditioned upon satisfaction of the following "**Conditions Precedent**":

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1.1. Execution of Agreement. Company's receipt of this Agreement (including the Writer's Certificates attached hereto as Exhibit "A-1" and Exhibit "A-2", the Annotation Guide attached hereto as Exhibit "B", the Standard Terms and Conditions attached hereto as Exhibit "C", and all other schedules and exhibits attached hereto, each of which is incorporated herein by this reference), in form and substance satisfactory to Company, signed by Artist.

1.2. Chain of Title. Company's approval of the chain of title for the Picture, as determined by Company in its sole discretion (which condition Company hereby deems satisfied).

1.3. Creative Approval. Artist meeting with the creative executive of Company responsible for the Picture to review Artist's approach to the Picture, and Company being satisfied with Artist's approach to the Picture, which determination shall be made in Company's sole discretion.

1.4. Company's receipt of documentation required by Company to enable Company to pay Artist under this Agreement, including, without limitation, a complete and up to date I.R.S. Form W-9 or Form W-8BEN, as applicable, an invoice, and customary payroll company start paperwork.

1.5. Option Purchase Agreement. Company's receipt of a fully signed copy of the option purchase agreement ("**OPA**") dated as of January 26, 2023, between Company and Artist for the rights in connection with the rights in and to the Assigned Material in connection with the Picture, in form and substance satisfactory to Company.

## 2. ENGAGEMENT/SERVICES.

2.1. Engagement. Artist shall render all services that are reasonably required by Company hereunder (it being understood that Company's instructions regarding matters of artistic taste and judgment are, *per se*, reasonable) and all services that are customarily rendered by writers of first-class feature-length motion pictures in the motion picture industry, as, when and where reasonably required by Company. Artist shall render such services to the full extent of Artist's talents and abilities. Artist shall incorporate into all material written hereunder such changes, revisions, deletions and/or additions as may be reasonably required by Company or any representative designated by Company. Artist shall not commence rendering any services until notified in writing (which may be an email) to do so by a business affairs executive of the Company who is authorized to give such notice. This Agreement shall be governed by the Writers Guild of America ("**Guild**") Basic Agreement ("**Guild Agreement**").

2.2. Delivery Of Materials. All materials written by Artist hereunder shall be delivered to Company Representative at email address Jillian.Apfelbaum@vreg.com (or to such other email address as may be designated in writing by Company), who shall be solely authorized to (i) accept delivery of all materials written by Artist hereunder; (ii) commence any writing step(s) as set forth in this Agreement, and (iii) request revisions to any materials delivered by Artist to Company hereunder. Delivery of the writing material shall not be deemed to have been made and the time for payment for such writing material shall not begin to run, until the material has been so delivered and the notice has been given.

2.3. Committed Step(s). Artist shall write and deliver to Company a polish based on the Assigned Material and all of Company's notes and suggestions thereto ("**First Polish**"); and

2.4. Optional Step(s). Company shall have separate, irrevocable, independent options ("**Options**"), exercisable in Company's sole discretion, to engage Artist to write and deliver an optional second polish of the preceding work created hereunder incorporating Company's notes, requested changes and suggestions thereto ("**Optional Second Polish**").

2.5. Exercise of Option(s). Company may exercise the option for the applicable material at any time prior to the expiration of the Reading Period for the immediately preceding step.

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3. COMPENSATION.

3.1. Fixed Compensation. In full and complete consideration to Artist for all writing services hereunder and for the rights and privileges to which Company is entitled hereunder, and provided that Artist is not in Default of this Agreement, Artist shall be entitled to the following “**Fixed Compensation**”:

3.1.1. For the First Polish, the total sum of Fourteen Thousand Six Hundred Sixty-Five U.S. Dollars (\$14,666) or the applicable WGA Scale (whichever is higher) plus ten percent (10%), payable as follows:

- (a) Seven Thousand Three Hundred Thirty-Three U.S. Dollars (\$7,333) upon Artist's commencement of writing services on the First Polish pursuant to Company's instruction to so commence; and
- (b) Seven Thousand Three Hundred Thirty-Three U.S. Dollars (\$7,333) upon delivery to Company of the First Polish.

3.1.2. If Company exercises its option for the Optional Second Polish, the total sum of Fourteen Thousand Six Hundred Sixty-Five U.S. Dollars (\$14,666) or the applicable WGA Scale plus ten percent (10%) (whichever is higher) payable as follows:

- (a) Seven Thousand Three Hundred Thirty-Three U.S. Dollars (\$7,333) upon commencement of writing services on the Optional Rewrite pursuant to Company's instructions to do so; and
- (b) Seven Thousand Three Hundred Thirty-Three U.S. Dollars (\$7,333) upon delivery to Company of the Optional Rewrite.

3.2. Additional Compensation. In addition to the Fixed Compensation, and provided the Picture is produced and that Artist is not in Default of this Agreement, Artist shall be entitled to the following “**Additional Compensation**”:

3.2.1. Credit Bonus.

(a) Sole Credit. If Artist is accorded sole “Screenplay By” or sole “Written By” credit for the Picture upon final credit determination pursuant to the Guild Agreement (other than pursuant to Paragraph 7 of Theatrical Schedule A thereof) (“**Sole Credit**”), then Artist shall be entitled to a credit bonus equal to Two and One-Half Percent (2.5%) of the “Net Budget” (as defined below) of the Picture provided, however, that: (i) the “Sole Credit Bonus” shall be neither less than Fifteen Thousand U.S. Dollars (\$15,000) (“**Sole Credit Bonus Floor**”) nor more than Three Hundred Fifty Thousand U.S. Dollars (\$350,000) (“**Sole Credit Bonus Ceiling**”) less all sums paid under Paragraph 3.1. of this Agreement and less the “Purchase Price” paid to Artist pursuant to the OPA, and five percent (5%) of One Hundred Percent (100%) “Company's Net Proceeds” for the Picture, defined in accordance with Company's standard definition (“**Sole Credit Bonus**”), which Sole Credit Bonus shall be payable upon final credit determination pursuant to the Guild Agreement, as if it applied. As used herein, the “**Net Budget**” means the final Company-approved direct “in-going” production budget of the Picture, less the value of any projected tax rebates and credits, and excluding and net of all of the following items, however characterized: actual third party overhead; interest and finance charges/fees; insurance, and outside legal and completion guarantor fees; any completion guarantor-required contingency and other budgeted contingency(ies) any payments made or projected to be due to Artist hereunder; and any reserves/deposits for interest, residuals and similar payments; or

(b) Shared Credit. If Artist is accorded shared “Screenplay By” or shared “Written By” credit for the Picture upon final credit determination pursuant to the Guild Agreement (other than pursuant to Paragraph 7 of Theatrical Schedule A thereof) (“**Shared Credit**”), then Artist shall be entitled to a credit bonus equal to One and One-Quarter Percent (1.25%) of the Net Budget of the Picture

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provided, however, that: (i) the "Shared Credit Bonus" shall be neither less than Seven Thousand Five Hundred U.S. Dollars (\$7,500) ("**Shared Credit Bonus Floor**") nor more than Three Hundred Fifty Thousand U.S. Dollars (\$350,000) ("**Shared Credit Bonus Ceiling**") less all sums paid under Paragraph 3.1. of this Agreement and less the "Purchase Price" paid to Artist pursuant to the OPA ("**Shared Credit Bonus**"), which Shared Credit Bonus shall be payable upon final credit determination pursuant to the Guild Agreement.

3.2.2. No Credit. Artist shall not be entitled to receive any Additional Compensation if Artist does not receive either Sole Credit or Shared Credit for the Picture.

3.2.3. Allocation of Payments. All amounts payable under this Agreement are the combined total for the writing team, and each payment shall be divided and paid by Company as follows: fifty percent (50%) to Artist #1 and fifty percent (50%) to Artist #2.

#### 4. DELIVERY/POSTPONEMENT OF SERVICES.

4.1. Reading and Writing Periods. The writing periods within which Artist shall deliver each item of material after Company's written instruction that Artist commence writing said material ("**Writing Periods**"), and Company's reading periods ("**Reading Periods**"), shall be as set forth in this Paragraph 4.1. Artist's services shall be furnished to Company on an exclusive basis during the Writing Periods. Artist's services shall be furnished to Company on a non-exclusive basis during the Reading Periods, provided that Artist's services for third parties or on behalf of Artist shall not materially interfere with Artist's services under this Agreement. Time is of the essence with respect to Artist's delivery of the required material within the applicable Writing Period. In each instance, the Reading Period shall commence on the later of the actual delivery date of an item of material (with accompanying notice) and the last day of the applicable Writing Period specified below.

4.1.1. First Polish:	Writing Period	4 weeks
	Reading Period	3 weeks
4.1.2. Optional Polish:	Writing Period	4 weeks

4.2. Maximum Length. No screenplay draft or revision shall be deemed delivered if it exceeds one hundred twenty (120) pages when formatted in the customary format for screenplays in the U.S. motion picture industry.

4.3. Postponement. Company may postpone Artist's services on any Committed or Optional Step by written notice of such postponement prior to the expiration of the Reading Period for the preceding step for a period up to twelve (12) months from the date of such postponement subject only to Artist's then existing professional contractual commitments in the entertainment industry (collectively the "Outside Commitments"); provided, however, such period shall be suspended and extended for any periods during which Company requests such services and Artist is unavailable to provide exclusive services on such postponed services. If Artist's services on any step are postponed, or deemed postponed, then upon Company's request, but subject only to the Outside Commitments, Artist shall be obligated to write and deliver the postponed step and all subsequent steps shall be written and delivered within the Writing Periods provided in Paragraph 4.1. above, adjusted for the new commencement date and Artist's unavailability periods due to such Outside Commitments. In any event, Artist shall use all reasonable good faith efforts to be available to render such services as are requested by Company. If Company postpones (or is deemed to have postponed) Artist's services on any optional step, Artist shall be entitled to the amounts provided in Paragraph 3.1 above for such step in accordance with the schedule set forth in Paragraph 4.1 above [(as though such step was timely commenced and delivered).

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5. CREDIT / NOTICES OF TENTATIVE WRITING CREDITS. Artist's credit, if any, shall be determined pursuant to the terms of the Guild Agreement, as if it applied. If Company fails to accord the required credit hereunder, then upon written notice by Artist to Company specifying such failure in reasonable detail, Company shall use reasonable good faith efforts prospectively to cure such failure, provided that neither Company nor any third party(ies) shall be obligated to destroy, cease using, withdraw from distribution or the marketplace, or replace any existing content, product and/or materials, whether online, digital and/or physical. The casual or inadvertent failure of Company to comply with the credit provisions hereunder shall not constitute a breach by Company. Pursuant to Paragraph 12 of Theatrical Schedule A of the Guild Agreement, Artist hereby agrees to email delivery of the Notices of Tentative Writing Credits ("**NTWCs**") to Artist's personal email address set forth below Artist's signature hereto; provided that Artist's representative set forth on the first page of this Agreement is also provided the NTWCs via email.

6. SUBSEQUENT PRODUCTIONS. If at any time during the period commencing as of the date of this Agreement and ending five (5) years after the initial commercial release of the Picture, Company (or its successor, designee, licensee or assignee, with references to Company hereinafter in this paragraph deemed to mean such party, as applicable) elects in its sole discretion to engage a writer in connection with the development and/or production of an English language live action feature-length motion picture sequel, prequel or remake based upon the Picture ("**Subsequent Production**"), and provided that (i) Artist is accorded sole "Screenplay By" or sole "Written By" credit for the Picture upon final credit determination pursuant to the Guild Agreement (other than pursuant to Paragraph 7 of Theatrical Schedule A thereof), and Artist is not terminated or in Default hereunder; (ii) Artist is then active as a professional writer in the motion picture industry, (iii) Artist is not then an executive at a so-called "major", "mini-major" or "major-independent" motion picture and/or television and/or SVOD production and/or distribution company; (iv) Artist is ready, willing and able to render writing services as, when and where reasonably required by Company; (v) the Picture is not based on any motion picture, episodic series or other previously-produced work which was financed, produced and/or distributed by Company; and (vi) each individual comprising Artist is then willing to work as a team, then Company shall afford Artist a first negotiation right for Artist's writing services in connection with the first such Subsequent Production; it being agreed that, so long as the anticipated budget of such Subsequent Production (as determined by Company in good faith) is equal to or greater than the budget of the Picture, the financial terms offered for such Subsequent Production shall be no less favorable than the financial terms set forth herein (without taking into consideration any additional writing steps or additional financial terms set forth in any amendments entered into subsequent to this Agreement). Any services for a Subsequent Production intended for initial exhibition on television or SVOD service (other than on the Netflix Service) shall be subject to network or other licensee approval (and Company shall use good faith efforts to obtain such approval). If Artist and Company do not reach an agreement within twenty (20) business days after Company provides Artist with written notice of such first negotiation right (including if Artist fails to commence negotiations within such period), or if Artist elects not to write, then Company shall have no further obligation to Artist with respect to such Subsequent Production, except as set forth in Paragraph 8 below. The provisions of this Paragraph 7 shall apply to additional Subsequent Productions after the first Subsequent Production, but only if all of the conditions set forth in this Paragraph 7 are met with respect to the immediately preceding Subsequent Production, as applicable. The provisions of this Paragraph 7 apply only to Artist personally, and not to any of Artist's successors, or any of Artist's heirs, executors or administrators.

7. ANNOTATION GUIDE. If any material written hereunder is based in whole or in part on any actual individual, whether living or dead, or involves any "real life" incident, Artist shall annotate, to the best of Artist's knowledge, including that which Artist should have known after investigation in the exercise of reasonable prudence, the material in accordance with the guidelines provided in the Annotation Guide attached hereto ("**Annotation**"); provided, however, Artist shall not be required to annotate with respect to Assigned Material not written by Artist, except to the extent that Artist has actual knowledge of the factual basis (if any) of the Assigned Material. Such Annotation shall be delivered concurrently with Artist's delivery of material to Company hereunder. Upon Company's reasonable request and subject to Artist's professional availability, Artist shall consult and cooperate with Company's attorneys, the errors and omissions insurance carrier for the Picture, and/or other individuals designated by Company for the purpose of permitting Company to evaluate the risks involved in the utilization of the material supplied by Artist.

**CONFIDENTIAL / NON-PRECEDENTIAL / NON-CITABLE****8. TEAM OF WRITERS.**

**8.1. Joint and/or Several Obligations.** The services of Artist are being furnished under this Agreement as a bona fide team as defined by the Guild. Accordingly, the obligations of the individuals comprising Artist under this Agreement are joint and/or several, at Company's election, and the obligations of each entity comprising Artist under this Agreement are joint and/or several, at Company's election. If an event occurs that would enable Company to suspend and/or terminate the Agreement as against one individual comprising Artist, then such right of suspension and/or termination may, at Company's election, be exercised against the other individual comprising Artist as well. The compensation payable to Artist under this Agreement shall be divided and paid equally unless otherwise specified in the Agreement.

**9. ENTIRE AGREEMENT.** All other terms and conditions of Artist's services hereunder are set forth in Company's Standard Terms and Conditions as attached and incorporated by reference herein. In the event of any conflict between these Principal Terms and such Standard Terms and Conditions, the provisions in these Principal Terms shall control, but only to the extent necessary to resolve the conflict. All terms of art used herein and not defined herein shall have the meaning ascribed to such terms in the Standard Terms and Conditions. A Default (as defined in the Standard Terms and Conditions) by either of Artist shall be deemed a Default by each of Artist. This Agreement (including these Principal Terms, the Writer's Certificate, the Annotation Guide, the Standard Terms and Conditions, and all other schedules and exhibits attached hereto, each of which is incorporated herein by this reference) expresses the entire understanding of the parties hereto and replaces any and all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. This Agreement may not be modified except by a written instrument signed by the parties. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which together shall constitute one and the same agreement.

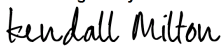
In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto have executed and delivered this Agreement as of the Effective Date. Scanned and electronic signatures provided hereto will be deemed original for all purposes hereunder.

VILLAGE ROADSHOW PRODUCTIONS INC.

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

Its: Authorized Signatory

ACCEPTED AND AGREED:

DocuSigned by:  
  
 KENDALL MILTON

kendall@theeskimosisters.com

Artist #1's Personal Email Address (for purposes of Paragraph 5 above)

DocuSigned by:  
  
 LILY DREW DEWEILER

Lily@LilyDrew.com

Artist #2's Personal Email Address (for purposes of Paragraph 5 above)

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**EXHIBIT "A-1"**

**WRITER'S CERTIFICATE**

**"DAD BAND"**

I hereby certify that I am writing (or collaborating in the writing of) the Work (as defined below) pursuant to an agreement between myself and Village Roadshow Productions Inc. ("Company") dated as of January 26, 2023 ("Agreement") in connection with the proposed feature-length motion picture currently entitled "DAD BAND" ("Picture"), in performance of my duties under the Agreement and in the regular course of my employment; and that any and all literary or other materials, works, writings and ideas written, submitted, furnished and/or contributed by me in connection with the Picture and/or the Agreement and all other results and proceeds of my services under the Agreement, together with all other materials of every kind whatsoever created by me at any time relating to the Picture (collectively, "Work") were created by me as a "work made for hire" with Company as the sole author of the Work and the owner of all rights of every kind or nature in and to the Work (including, but not limited to, all copyrights and all extensions and renewals of copyrights, and the right to make such changes in the Work and such uses thereof as Company may determine as such author and owner), throughout the universe (including France) in perpetuity.

IN WITNESS WHEREOF, I have hereto set my hand this 26th day of January, 2023.

DocuSigned by:  
  
Kendall Milton

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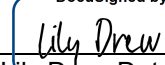
**EXHIBIT "A-2"**

**WRITER'S CERTIFICATE**

**"DAD BAND"**

I hereby certify that I am writing (or collaborating in the writing of) the Work (as defined below) pursuant to an agreement between myself and Village Roadshow Productions Inc. ("Company") dated as of January 26, 2023 ("Agreement") in connection with the proposed feature-length motion picture currently entitled "DAD BAND" ("Picture"), in performance of my duties under the Agreement and in the regular course of my employment; and that any and all literary or other materials, works, writings and ideas written, submitted, furnished and/or contributed by me in connection with the Picture and/or the Agreement and all other results and proceeds of my services under the Agreement, together with all other materials of every kind whatsoever created by me at any time relating to the Picture (collectively, "Work") were created by me as a "work made for hire" with Company as the sole author of the Work and the owner of all rights of every kind or nature in and to the Work (including, but not limited to, all copyrights and all extensions and renewals of copyrights, and the right to make such changes in the Work and such uses thereof as Company may determine as such author and owner), throughout the universe (including France) in perpetuity.

IN WITNESS WHEREOF, I have hereto set my hand this 26th day of January, 2023.

DocuSigned by:  
  
Lily Drew Detweiler



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**EXHIBIT "B"**

**ANNOTATION GUIDE**

Source annotations shall contain for each element (whether an event, setting, character or section of dialogue within a scene) notes in the margin which provide the following information:

1. Characters: For each character:

(a) Indicate whether the character is real, fictional or composite.

(b) For real characters, whether the actual person is living or dead (if living, whether a release has been signed), and whether the name has been changed.

(c) For composite characters, the name(s) of actual person(s) on whom the composite character is based, and what characteristics can be attributed to such actual person(s).

2. Scene Notations: For each element:

(a) Indicate whether it presents or portrays fact, fiction or fiction which is a product of inference from fact.

(b) If fact or a product of inference from fact, describe the source material therefor, such as:

(i) For books: title, author and page(s).

(ii) For newspaper or magazine articles: date, page and column.

(iii) For interviews: whether notes or tapes exist and, if so, a page or tape reference, and the participants.

(iv) For trial or deposition transcripts: the court or other forum, date, person testifying, and transcript page number.

(v) Any other source. To the extent possible, multiple sources should be identified for each element. Descriptive annotation notes are helpful (e.g., the setting is a restaurant because John Smith usually had business meetings in restaurants when visiting New York - Los Angeles Times; August 30, 1993, p.9).

(c) If partly fact and partly fiction, indicate what parts are fact and what parts are fiction. For factual parts, describe source material as specified in Paragraph 2(b) above.

(d) If wholly fictional, notations are not required.

3. General: Copies of all materials referenced as source annotations (per Paragraphs 1 and 2 above) should be retained for no less than five (5) years for review by Company and cross-indexed by reference to page and scene numbers. If notations are coded to avoid repeated references, a key to such coding must be separately provided. Annotation is not required for general elements with no detail (e.g., Int. Apartment. Day. does not require annotation; however, a specific address such as 3124 Alvarado Street, Los Angeles does).

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## EXHIBIT "C"

**STANDARD TERMS AND CONDITIONS**  
**WRITER AGREEMENT (DIRECT)**

These Standard Terms and Conditions ("**Standard Terms**") are part of, and are incorporated into, that certain agreement ("**Principal Terms**"), dated as of January 26, 2023, between Village Roadshow Productions Inc. ("**Company**"), on the one hand, and Kendall Milton and Lily Drew Detweiler (individually and collectively referred to herein as "**Artist**") with respect to Artist's writing services in connection with the motion picture currently entitled "Dad Band" ("**Picture**"). These Standard Terms and the Principal Terms (including any exhibits attached thereto) shall hereinafter be collectively referred to as the "**Agreement**". Unless expressly provided to the contrary herein: (a) all terms used herein shall have the same meaning as set forth in the Principal Terms; and (b) to the extent that any provision of this Exhibit "C" conflicts with any provision of the Principal Terms, the Principal Terms shall control, but only to the extent necessary to resolve the conflict.

1. **SERVICES**. Artist hereby accepts the engagement under this Agreement and agrees to provide the services set forth herein. Artist shall comply with all of Company's and Company's designees' directions, practices and policies, and Artist further agrees that Company's decisions shall be final and controlling with respect to all matters relating to the rendition of Artist's services, including, without limitation, all production, creative, and business matters. Artist's services shall be rendered when, where, and as directed by Company. Time is of the essence in the performance of this Agreement. If Company requires Artist to render in-person services at the set of the Picture, any production or corporate offices, or any other location, then Artist agrees to complete (at no cost to Artist) Company's anti-harassment training program.

2. **OWNERSHIP**.

(a) **Results and Proceeds**. Artist hereby agrees that everything Artist has created or contributed and/or will create or contribute, whether or not in writing, which in any way relates to the Picture, the material upon which the Picture is based and any derivative works based thereon, including without limitation, all ideas, suggestions, themes, plots, stories, characters, characterizations, dialogue, titles, formats, music, lyrics, art, scripts, storyboards, recordings and other material, (collectively, "**Results and Proceeds**"), have been specially ordered or commissioned by Company and constitute a work-made-for-hire for Company under U.S. Copyright law. Accordingly, Company is and shall be considered the author and, at all stages of completion, the sole and exclusive owner of the Results and Proceeds and all right, title and interest (whether now owned or hereafter acquired) therein and of the proceeds derived therefrom (collectively, "**Rights**"). The Rights shall include without limitation all copyrights (and all renewals and extensions thereof), trademarks, neighboring rights, and any and all other ownership and exploitation rights in the Results and Proceeds now or hereafter recognized (including, by way of illustration only, all production, reproduction, distribution, adaptation, performance, fixation, rental and lending, exhibition, broadcast and all other rights of communication to the public) in all territories and jurisdictions throughout the universe in perpetuity, in all languages and in any and all manner and media now known or hereafter devised. To the extent that the Results and Proceeds are not considered a work-made-for-hire, and/or Artist otherwise retains ownership of any of the Rights, or if for any other reason the Rights may not vest in Company (including all renewals and extensions thereof), then

to the fullest extent allowable, Artist hereby exclusively and irrevocably assigns to Company all right title and interest (whether now known or hereafter acquired), in and to the Results and Proceeds (including, without limitation the Rights), throughout the universe, in perpetuity. If any applicable law or agreement prohibits or restricts such assignment, Artist hereby grants Company an irrevocable, exclusive, perpetual, royalty-free license to use and exploit the Rights throughout the universe, in all languages in any and all manner and media, now known or hereafter devised.

(b) **Alteration Rights**. Company has the right to modify the Results and Proceeds in any manner Company may determine in its sole discretion, including the right to employ other writers. To the fullest extent allowable under any applicable law, Artist hereby irrevocably waives or assigns to Company, on behalf of Artist and Artist's heirs, executors, administrators and assigns, all "moral rights" or "droit moral" or any rights under similar laws or legal principles, including, without limitation, rights of integrity and paternity. Artist agrees, on behalf of Artist and Artist's heirs, executors, administrators and assigns, not to institute, support, maintain or permit directly or indirectly any litigation or proceedings instituted or maintained on the ground that Company's exercise of its rights in the Results and Proceeds in any way constitutes an infringement or violation of any moral rights or droit moral, or is in any way a defamation or mutilation of the Results and Proceeds, or any part thereof, or contains unauthorized variations, alterations, modifications, changes or translations. Artist expressly acknowledges that many parties may contribute to the Picture and other works that will embody all or part of the Results and Proceeds. Accordingly, if under any applicable law the foregoing waiver by Artist is not effective, then Artist agrees to exercise such rights in a manner that (i) recognizes the contributions of other parties, and (ii) will not have a material adverse effect upon such other parties.

(c) **New Exploitation Rights**. Without limiting any of the foregoing, Artist is aware and hereby acknowledges that new rights to the Results and Proceeds and the Rights may come into being and/or be recognized in the future, under law and/or in equity (collectively "**New Exploitation Rights**"), and that new (and/or changed) technologies, uses, media, formats, modes of transmission, and methods of distribution, dissemination, exhibition or performance are being and shall inevitably continue to be developed in the future, which would offer new opportunities for exploiting the Results and

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Proceeds, Rights, Picture and/or any elements thereof (collectively "**New Exploitation Methods**"). Artist intends to and does hereby assign to Company, any and all such New Exploitation Rights, and any and all rights to such New Exploitation Methods with respect to the Results and Proceeds and the Rights (including, without limitation, the New Exploitation Rights), solely and exclusively, throughout the universe, in perpetuity, and in all languages.

(d) Name and Likeness. Artist hereby grants to Company the right to use Artist's name, voice (actual or simulated), likeness (actual or simulated), and biography with no additional compensation to Artist, in any and all media and by any and all technologies and processes now known or hereafter developed, throughout the universe in perpetuity, in and in connection with: (i) the production, distribution, exhibition, advertising, promotion, marketing and other exploitation of the Picture and/or elements thereof (including without limitation so-called bonus materials including EPKs, "making of" and "behind the scenes" productions and similar promotional materials, etc., and Artist hereby agrees and consents to the filming and exploitation thereof including without limitation the use of any behind-the-scenes photography and filmed interviews featuring Artist); (ii) all ancillary and/or subsidiary uses in connection with the Picture and/or elements thereof (including without limitation publications [including souvenir programs, press books, novelizations and other commercial publications], merchandising [including interactive merchandising], soundtrack recordings/albums, and including the packaging for any of the foregoing); and (iii) general corporate and/or institutional uses (e.g., trade shows, corporate meetings and in-house promotions, financial prospectuses and annual reports, archival uses, displays at corporate business locations and properties) by Company (including its affiliated entities and its and their respective licensees).

### 3. REPRESENTATIONS / WARRANTIES & INSURABILITY.

(a) Representations / Warranties. Subject to Article 28 of the Guild Agreement, Artist represents and warrants that: (i) Artist has no commitments or obligations that will or might interfere with Artist's full compliance with the terms and conditions of this Agreement, nor shall Artist accept any commitment, or enter into any agreement that will or might interfere with Artist's full compliance with the terms and conditions hereunder; (ii) except for material provided to Artist by Company for inclusion in the Picture, the Results and Proceeds are and shall be written solely by Artist, and is and shall be wholly original with Artist, and no part thereof shall be copied in whole or in part from any other work, except for minor or incidental material in the public domain throughout the universe (of which Artist shall promptly notify Company); (iii) Artist has the sole right to grant the Rights to Company; (iv) the Results and Proceeds shall not violate or infringe upon any copyright or trademark rights of any third party; (v) neither the Results and Proceeds nor the exploitation thereof shall constitute defamation against or an invasion of the rights of privacy or publicity of any person or entity, nor violate or infringe upon any other rights (including, without limitation, other intellectual property rights) of any person or entity; (vi)

there are no claims or litigation, whether pending or threatened, nor any liens or encumbrances that affect the Results and Proceeds or the Rights, and the Results and Proceeds and Rights are free and clear of any third party interest of any kind, (vii) Artist shall not accept any consideration other than from Company for inclusion of any matter in or in connection with the Picture; (viii) the Results and Proceeds are fictional and are not based in whole or in part on any actual individual whether living or dead, nor any real life incident except as approved in writing by Company, and do not contain any composite characters or names which are based in whole or in part on one or more real persons, except if and to the extent specified in the Annotation furnished by Artist as set forth in the Principal Terms (which Annotation shall be complete, truthful and accurate in all respects and shall be provided in a timely manner with applicable citations and sources); and (ix) Artist shall act in accordance with all applicable laws, including the U.S. Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq.), the UK Bribery Act, and any other applicable anti-corruption law.

(b) Insurability. Notwithstanding anything to the contrary contained in this Agreement, Company's inability to obtain errors and omissions insurance with respect to the Picture at Company's normal and customary rates, which inability is based in whole or in part upon any matter addressed in Artist's warranties set forth herein, shall, at Company's election, be deemed a Default of this Agreement; provided that if such inability is not due to any matter addressed in said warranties, Company may, in its discretion, deem such inability an event of Force Majeure (as defined below).

### 4. INDEMNIFICATION.

(a) By Artist. Subject to Article 28 of the Guild Agreement, Artist agrees to indemnify and hold harmless Company, and its parent, subsidiary and affiliate entities, successors, licensees and assignees and their respective members, officers, directors, shareholders, representatives, employees, contractors, partners, licensees, and agents from and against any and all third-party claims, actions, liabilities, losses, damages, and expenses (including legal fees and costs) arising out of, relating to, or founded upon: (i) Artist's breach or default of any representations, warranties or agreements herein; and/or (ii) Artist's negligence, willful misconduct, and/or other tortious or reckless acts, conduct or omissions, to the extent permitted by law (collectively, "**Artist-Indemnified Claims**").

(b) By Company. Company shall indemnify and hold harmless Artist from and against any and all third-party claims, actions, liabilities, losses, damages, and expenses (including legal fees and costs) arising out of, relating to, or founded upon: (i) the alteration by Company of the Results and Proceeds, or material added to the Picture by Company; (ii) material provided to Artist by Company for inclusion in the Picture; and/or (iii) the development, production, distribution, exhibition, and/or other exploitation of the Picture; provided Company shall have no indemnification obligations arising out of, relating to, or founded upon any Artist-Indemnified Claims as set forth above.

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(c) Notice of Claim / Control. A party seeking indemnification shall, upon presentation of any claim or institution of any action covered by the foregoing indemnity provisions, promptly notify the other party in writing of the presentation of such claim or the institution of action giving full details thereof. Company shall have the right, but not the obligation, to maintain control of the conduct of the defense of any claim or action for which Artist is the indemnifying party; provided that in any such claim or action, Artist may have independent counsel, at Artist's sole cost and expense, and said counsel may participate on Artist's behalf. The indemnified party shall, upon indemnifying party's request, cooperate in the defense thereof, it being understood that failure to cooperate will result in denial of indemnification. With respect to any claims or actions for which Company is the indemnifying party, Company shall have the right to adjust or settle any claim or action as it may determine in its sole good faith discretion without affecting the foregoing indemnity.

5. SUSPENSION/TERMINATION. Without limiting Company's rights under the Guild Agreement or at law or in equity, all of Company's obligations hereunder are subject to Artist not being in breach or default of this Agreement. Further, and without limiting the foregoing:

(a) Suspension.

(i) Suspension by Company. Artist's services and the running of time and the accrual and payment of any compensation hereunder shall be automatically suspended (and any subsequent dates herein specified shall be consequently postponed) without notice during any of the events set forth below as follows:

(A) Default. Each of the following shall constitute a "Default" hereunder: (1) any failure (whether or not excusable at law) by Artist (other than by reason of Incapacity or an event of Force Majeure [each as defined below]) to perform Artist's obligations hereunder or otherwise in connection with the Picture whether, then existing or prospective; (2) any failure, breach or refusal to perform under any other agreement pursuant to which: (x) Artist is rendering or shall render services in connection with the Picture or otherwise for Company; or (y) Artist is furnishing or shall furnish literary, dramatic or musical material to Company; (3) a statement by Artist or Artist's representative that Artist will so fail to render services as, when and where required by Company; (4) Artist's failure to confirm full performance hereunder by notice to Company given within twenty-four (24) hours after receipt by Artist or Artist's representative of Company's request therefor; and (5) a breach or failure of any of Artist's representations and warranties hereunder or otherwise in connection with the Picture;

(B) Incapacity or Death. The inability of Artist to fully perform Artist's services because of Artist's physical, mental or emotional disability, illness, or injury which, due to the unique nature of Artist's obligations, render Artist unable to perform the essential duties of Artist's position with or without a reasonable accommodation ("**Incapacity**") or death. Consistent with applicable law, if Company or Artist at any time alleges that Artist is, or if Artist shall actually be, incapacitated

by illness or other incapacity, and thereby prevented from performing hereunder or otherwise fully complying with Artist's obligations hereunder, Company (1) may require, and typically will request in the first instance, Artist to provide medical documentation from Artist's health care provider(s) sufficient to clear Artist to work with or without a reasonable accommodation and/or to support the need for a reasonable accommodation, and (2) may, at Company's expense, require Artist to submit to medical examination(s) to be conducted by such health care provider(s) as may be designated by Company. For clarification purposes only, any incapacity hereunder may at Company's discretion instead be deemed an event of Default if such incapacity is a result of Artist's current use of alcohol or of any drug or controlled substance; and/or

(C) Force Majeure. Any event which interrupts or materially interferes with Company's development, production or scheduled release of motion pictures generally or of the Picture, and/or interferes with Company's ability to perform its obligations hereunder ("**Force Majeure**"), including, without limitation, the following: strike, lockout (whether or not such lockout is beyond Company's control), or other labor controversy; epidemic or pandemic; delay of common carrier or of materials, transportation, power or other commodity; the enactment of any law, executive order, or judicial decree; fire, or other action of the elements; earthquake, or other act of god; war (whether or not declared); acts of terrorism (whether domestic or foreign, whether or not politically motivated, and whether or not directed at Company or its property); civil disturbance; or the death, default, or incapacity of a principal member of the cast, a producer or a department head; or any other event beyond Company's control. Notwithstanding the foregoing: (i) any strike called by the Guild shall not be deemed an event of Force Majeure and, accordingly, if Artist respects a strike called by the Guild, a Default shall be deemed to have occurred hereunder; and (ii) if Artist respects a strike or picket line by any party other than the Guild, a Default shall be deemed to have occurred hereunder.

(ii) Notice / Duration / Effect of Suspension. During any suspension hereunder, no compensation shall accrue or become payable to Artist; provided, however, if such suspension is not based on a Default, any portion of the Fixed Compensation accrued but not paid prior to such suspension shall be paid to Artist. Each suspension shall continue until its cause has ended, Company has had a reasonable time to prepare for resumption of Artist's services, and Artist has reported to Company ready, willing, and able to perform such services. Notwithstanding the foregoing, Company will have the right to lift any suspension at any time. During any suspension based on a Default, Artist shall not render any services in the entertainment industry for any third party or on Artist's own behalf. During any suspension hereunder for an event of Force Majeure, Artist shall have the right to render services for a third party or on Artist's own behalf, provided that such services are contractually subject to, and shall not interfere with Artist's services hereunder; and provided further, that Artist shall be ready, willing, and able to resume services hereunder within twenty-four (24) hours after Artist is required by Company to resume rendering services.

**CONFIDENTIAL / NON-PRECEDENTIAL / NON-CITABLE****(b) Termination.**

(i) Artist's Right to Terminate. If a suspension based on an event of Force Majeure continues for eight (8) consecutive weeks (or a shorter duration if required by the Guild), Artist may give Company written notice of its desire to terminate Artist's services hereunder, and unless Company ends the suspension within five (5) business days following Company's receipt of such written notice, Artist shall have the right to terminate Artist's services hereunder by additional written notice thereof to Company.

(ii) Company's Right to Terminate. Company shall have the right to terminate Artist's services by written notice to Artist as follows: (A) upon or at any time after any Default; (B) upon or at any time after any Incapacity which continues for seven (7) or more consecutive days, or ten (10) or more days in the aggregate during the period of Artist's non-exclusive services hereunder, or three (3) or more consecutive days, or five (5) or more days in the aggregate during principal photography of the Picture; or (C) if an event of Force Majeure continues for four (4) or more consecutive weeks (or has an impact that, at the time of onset, Company reasonably expects to continue for not less than four (4) consecutive weeks).

(iii) Effect of Termination. If Artist's services are terminated, Company shall be released from all further obligations under this Agreement; provided, however, if such termination is not due to Default, Artist shall be entitled to any Fixed Compensation which may have theretofore accrued and become payable to Artist pursuant to the Principal Terms. No termination of Artist's services shall affect Company's rights in and to the Picture, Company's ownership of the Results and Proceeds, Company's right to use Artist's name, voice or likeness as granted elsewhere herein, or Company's rights at law and in equity; nor shall any such termination alter the validity or enforceability of any of Artist's representations, warranties, covenants or undertakings, nor the provisions regarding Artist's waiver of injunctive relief. Upon any such termination, Artist shall immediately deliver to Company all materials relating to the Picture in Artist's possession including, without limitation, all writing materials prepared by or under Artist's supervision, then-completed or in progress at whatever stage of completion they may be.

**6. NO OBLIGATION / DISTRIBUTION AND CONTROLS.** Company shall exclusively control all elements of the Picture and works based thereon, including, without limitation, all business, financial and creative elements. Nothing herein shall require Company to use Artist's services and/or the Results and Proceeds, nor to produce, complete, release, distribute, advertise or otherwise exploit the Picture or any other production based on the Results and Proceeds, and Artist agrees not to make any claims or bring any actions or proceedings against Company (or its assignees, designees, or licensees) for any loss or damage Artist may suffer by reason of such failure to produce, complete, release, distribute, advertise or otherwise exploit the Picture or any other production based on the Results and Proceeds. Company shall have the right to terminate Artist's services at any time without cause, and in such event, or if Company elects not to

use Artist's services hereunder, then Company shall have fully discharged its obligations hereunder by paying Artist the accrued and unpaid portion (if any) of the Fixed Compensation herein or in the Guild Agreement. Company shall have no liability for any other claim(s) of any nature, including, without limitation, consequential or special damages as a result of Company's exercise of its rights pursuant to this paragraph. Company shall have complete, exclusive and unqualified distribution, exhibition and exploitation rights to the Picture (and each element thereof), separately or in connection with other productions, in accordance with such policies, terms and conditions, and through such parties, as Company in its business judgment may determine, and Company's decision in all such matters shall be binding and conclusive upon Artist. Company does not guarantee the performance by any sub-distributor, licensee or exhibitor, of any contract regarding the distribution, exhibition, and/or exploitation of the Picture.

**7. PAYMENTS / DEDUCTIONS.** All payments due hereunder shall be made in accordance with Company's standard payroll practices and procedures and are subject to Company's receipt of all forms and documents reasonably necessary to enable Company to effect payment to Artist hereunder, including without limitation, a complete I.R.S. Form W-9 or Form W-8BEN, as applicable, and customary payroll company start paperwork. Company shall not be liable for any compensation payable to any agent or other representative of Artist in connection with this Agreement. Artist authorizes Company to deduct, offset, and withhold from amounts payable to Artist hereunder the following, to the extent permitted by law: (a) any charges incurred by Artist which Company has not agreed in writing to pay and other fixed indebtedness of Artist to Company; (b) union dues and assessments, if applicable, if Artist fails to pay same; (c) the amount of any over-payments to Artist (including, without limitation, any payments made by Company to Artist during any period of suspension under the provisions of this Agreement that were not otherwise due); and (d) any and all deductions required by law (including, without limitation, tax withholdings required by any applicable jurisdictions, including in connection with any production incentives).

**8. COMPLIANCE WITH SECTION 409A.** To the extent applicable, it is intended that the compensation arrangements under this Agreement be exempt from or comply with, Section 409A of the Internal Revenue Code of 1986, as amended ("**Section 409A**"). This Agreement shall be construed in a manner to give effect to such intention. In no event whatsoever (including, but not limited to, as a result of this paragraph or otherwise) shall Company or any of its related entities, assignees or licensees be liable for any tax, interest or penalties or liability for any damages related thereto that may be imposed on Artist under Section 409A (collectively, "**409A Liabilities**"). Artist acknowledges that Artist's failure to submit invoices and related documents promptly following the time that Artist has a legally binding right to the payments set forth herein may subject Artist to 409A Liabilities. Neither Company nor any of its related entities, assignees or licensees shall have any obligation to indemnify or otherwise hold Artist harmless from any or all such 409A Liabilities. Artist acknowledges that Artist has been advised to obtain independent legal, tax or other counsel in connection with Section 409A. If any expense reimbursements

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or in-kind benefits provided to Artist under any provision of this Agreement (in all cases, whether provided to Artist before or after Artist's termination of service), results in in-kind benefits or expense reimbursements to Artist that are (a) taxable to Artist for federal income tax purposes and (b) subject to Section 409A, such in-kind benefits or expense reimbursements shall be provided or made to Artist in accordance with Section 409A and the conditions set forth in Treasury Regulation § 1.409A-3(i)(1)(iv) (which are incorporated herein by reference). Unless otherwise expressly set forth herein, all advances, fees and contingent compensation, payable under this Agreement shall be paid no later than March 15th of the calendar year following the year in which the right to such payment becomes vested, determinable and no longer subject to a substantial risk of forfeiture so as to come within the "short term deferral" exemption from Section 409A and all provisions of this Agreement shall be interpreted accordingly. Amounts payable following the end of a specified statement period or accounting period shall in all events be paid not later than March 15th of the calendar year following the year in which such statement or accounting period ends unless such amounts have been specifically identified as "deferred compensation payments" in which case such deferred payments shall be structured to comply with Code Section 409A. Artist's right to any payment that constitutes "deferred compensation" (within the meaning of Section 409A) shall not be subject to borrowing, assignment, sale, transfer, pledge, encumbrance, attachment or any similar claim by creditors, to the extent necessary to avoid any Section 409A liabilities. Each payment made pursuant to any provision of this Agreement shall be considered a separate payment and not one of a series of payments for purposes of Section 409A.

9. GUILD JURISDICTION. Artist's services in connection with the Picture shall be rendered pursuant to the terms of the Guild Agreement as set forth in this Agreement. Company shall have the right to receive the maximum benefits of the Guild Agreement for Artist's compensation level (or, if Company elects, at any time to increase the compensation and receive the Guild Agreement maximum benefits), and Company shall pay on Artist's behalf any applicable pension, welfare and other fringe payments that Company may be required to pay by virtue of the Guild Agreement for the portion of compensation Company has agreed herein to be allocated for Artist's services covered by the Guild Agreement, and the balance of compensation shall be deemed to be for Artist's other services to be furnished hereunder, if any. To the extent allowed by the Guild Agreement, any compensation paid hereunder in excess of the minimum required by the Guild Agreement shall be considered as prepayment and in reduction of any further amounts otherwise required to be paid pursuant to said Guild Agreement, including without limitation, reuse payments, supplemental market payments and other additional or premium compensation, and unless otherwise set forth in the Principal Terms, the same shall be fully creditable against the balance of the compensation payable to Artist in connection with the Picture. Subject to the foregoing provisions of this subparagraph, all payments made hereunder shall be for a complete buyout of all rights throughout the universe in perpetuity in all media now known or hereafter devised, and no other payments shall be owed. To the extent that Company may legally require Artist to do so, Artist represents and warrants that Artist is, and during the term of

this Agreement shall continue to be, a member in good standing of all applicable collective bargaining units having jurisdiction over Artist's services under this Agreement. If Artist fails or refuses to become or remain a member of the Guild in good standing, Company shall have the right to terminate this Agreement. To the extent, if any, that the terms of the Guild Agreement conflict with the terms hereof, the terms of the Guild Agreement shall prevail, and this Agreement shall be deemed modified to the minimum extent necessary to comply with the Guild Agreement.

#### 10. CONFIDENTIALITY / PUBLICITY.

(a) Confidentiality. Artist shall at all times keep confidential, and shall not personally release, or authorize any person or entity to release, any non-public information (i.e., information which is not then generally available to the public either with the express written consent of Company and/or by lawful means and through no fault of Artist) relating to or obtained in connection with the Picture and/or relating to Company, the distributor(s) and any related or affiliated entity thereof (collectively, "**Confidential Information**") except: (i) as expressly authorized by Company in writing; or (ii) as required by law, to the extent Artist is legally compelled to disclose such Confidential Information by the valid order of a court of competent jurisdiction, in which event Artist shall so notify Company as promptly as practicable (and, if possible, prior to making any disclosure), seek confidential treatment of such information, and cooperate in obtaining a protective order narrowing the scope of any such disclosure and/or use of the Confidential Information. Artist agrees to notify Company immediately upon discovery or suspicion of any unauthorized disclosure of Confidential Information in any form and to cooperate with Company to regain possession of the Confidential Information and prevent its further unauthorized use and/or dissemination. The foregoing will not be applied or construed in a manner that would infringe on Artist's rights under Section 7 of the National Labor Relations Act. For clarity, the foregoing shall not be deemed to prohibit Artist from discussing the terms and conditions of Artist's employment, provided that Artist shall not disclose the title or any other identifying aspects of the Picture unless and until (i) Company has issued an initial press release related to Artist's services on the Picture, and (ii) the title and/or other applicable identifying aspects of the Picture are made public either with the express written consent of Company or by lawful means and through no fault of Artist. Additionally, Artist shall not disparage or parody Company, the distributor or the Picture or any works based thereon, for or to any third party. Artist's confidentiality obligations hereunder shall apply to any and all media whatsoever, including without limitation, any social networking site; any other website, service, platform, program, application (e.g., Facebook, Twitter, YouTube, etc.), and any other form or method of communication, whether not known or hereafter devised.

(b) Publicity. Any press, publicity or other information with respect to this Agreement and/or the Picture shall be under the sole control of Company. Artist shall not consent to, nor authorize any person or entity to release such information without Company's and distributor's express prior written approval in each instance. Personal photography and/or video

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of cast, crew or sets (and the posting of any such photographs and/or video on any social media site or otherwise) is strictly prohibited without the prior written permission of Company's publicity department and any breach of this provision will be considered a Default of this Agreement. Notwithstanding any contrary provision in this Agreement, any photography taken by Artist relating to the Picture or taken at, of or on any location where the Picture is being produced will be deemed to be part of the Results and Proceeds and a "work made for hire" for Company, and Company shall be deemed to be the sole author and owner of all copyrights in and to any such photography.

11. FCC. Artist agrees that, in compliance with the Federal Communications Acts, Artist shall not accept any consideration from anyone other than Company for inclusion of any matter in the Picture.

12. USE OF DATA. Artist hereby acknowledges that for purposes connected with this Agreement, including compliance with this Agreement and Company's legal and regulatory obligations in the normal course of production (for example, as part of completing customary tax, immigration and insurance documents, and other customary start paperwork), Company will collect, use, and otherwise process certain individually identifiable information about Artist and Artist's relatives and associates (in the event such individuals are designated as emergency contacts or beneficiaries, for example) as provided by Artist, including without limitation, personal data such as name, address, email address, government ID, banking and insurance information, and sensitive personal data such as race or ethnic origin, health conditions (in the event Company requires medical records or an exam in connection with the production), criminal convictions and history (in the event Company requires a background check in accordance with its policies), and trade union information (collectively "**Personal Data**"). Artist further acknowledges that the processing of Personal Data may involve transfer or disclosure to Company's affiliated entities, Company's employees and agents, and to third parties, including without limitation, third party service providers, external advisors, government agencies, regulators and authorities, courts and other tribunals and other persons connected with Company and/or the Picture and that such transfer may be to countries that may not provide a level of protection to Personal Data equivalent to that provided by Artist's home country, but in such instances Company shall use reasonable endeavors to have in place adequate measures to ensure the security of the Personal Data. To ensure that the Personal Data remains as accurate as possible, Artist hereby agrees to inform Company as soon as reasonably practicable of any changes thereto. Artist also represents and warrants that Artist is authorized to disclose Personal Data to Company. Company hereby informs Artist that Artist may have certain rights in respect of Personal Data (such as access, rectification and portability) and that further information about these rights and Company's processing of personal data generally can be obtained upon request from Company.

13. NO AUTHORITY. Artist hereby agrees that Artist has no right or authority to, and that Artist will not, enter into any

agreements for Company or on Company's behalf, whereby Company may be required to perform any obligations or to pay any monies or other considerations, including, without limitation, any agreement for the employment of any person or the purchase or rental of any article or material without Company's prior written consent.

14. E&O/GENERAL LIABILITY INSURANCE. Artist shall be covered under Company's general liability insurance and Company's errors and omissions insurance policies pertaining to the Picture to the extent that Company obtains and maintains such policies and subject to the limitations, restrictions, and terms and conditions of such policies. The provisions of this paragraph shall not be construed so as to limit or otherwise affect any obligation, representation, warranty, or agreement of Artist under this Agreement.

15. REMEDIES. In the event of a breach or default of this Agreement by Company, Artist agrees that Artist's sole remedy shall be the right to seek money damages incurred as a result of such breach or default, if any. Artist shall not seek or have the right to injunctive or other equitable relief, or to rescind this Agreement, or the rights granted herein, or to restrain in any manner the production, distribution, exhibition, advertising or any other exploitation of the Picture, any production based upon the Results and Proceeds, or any subsidiary or ancillary rights in connection with the foregoing. In no event shall either party be liable for punitive or consequential damages (including, without limitation, lost or anticipated profits) arising out of or relating to this Agreement, to the extent permitted by law. Artist acknowledges that the rights and privileges granted and agreed to be granted hereunder are of an unusual, extraordinary and intellectual character, giving them peculiar value, the loss of which cannot be reasonably or adequately compensated for in damages in any action at law. Accordingly, a breach or default of this Agreement, or any part hereof, by Artist shall cause Company irreparable injury and Company shall be entitled to injunctive and other equitable relief in addition to other remedies. The commencement or continuation of any action by Company shall neither constitute an election on Company's part to terminate this Agreement or Artist's engagement hereunder, nor constitute or result in the termination of Artist's engagement hereunder, unless Company shall expressly so elect by written notice to Artist. Artist shall not bring or make any claim that Company is in breach or default of this Agreement unless Artist has first made a written demand upon Company to cure such breach or default, and Company has not satisfied the obligation within fifteen (15) business days of receipt of such demand. The written demand must specify the provision of this Agreement claimed to be breached, the reasons for such claim, the date such obligation or performance was to have been satisfied and all other identifying specifics.

16. FOREIGN CORRUPT PRACTICES ACT ("FCPA"). In the event Artist renders any services hereunder outside of the United States, Artist acknowledges that Artist is familiar with the requirements of the FCPA and that a violation of any of the provisions of the FCPA constitutes a criminal offense. Artist represents and warrants that Artist has not and will not (a) make, authorize or promise any offer, payment or gift of

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anything of value to any person, (b) with the knowledge that all or a portion of it will be offered, given or promised, directly or indirectly to any government agency or officials, political party, leader or candidate for government or political office in a foreign country, (c) in order to influence any such official, party, leader or candidate to assist Artist and/or Company (or related company) to obtain, retain or direct business or unduly affect a decision.

**17. OTHER AGREEMENTS.** Any breach, default or incapacity of Artist (or any loanout entity utilized by Artist) under any other agreement with Company (and/or Company's related or affiliated entities) in connection with the Picture or other works based thereon may (at Company's election) be deemed a breach, default or incapacity (as applicable) of Artist under this Agreement. The benefits (e.g., travel and other perquisites), if any, set forth in this Agreement shall be provided to Artist only to the extent such benefits are not duplicative of the benefits provided to Artist and/or any loanout entity utilized by Artist under any other agreement in connection with the Picture or other works based thereon.

**18. ASSIGNMENT.** Artist shall not assign, license, delegate or otherwise transfer this Agreement and/or any of their rights and/or obligations hereunder. Company may assign, license and/or delegate this Agreement, in whole or in part, including, without limitation, any of Company's rights and/or obligations hereunder, to any third party. In the event of any assignment, license or delegation by Company of this Agreement or any of Company's rights and/or obligations hereunder, Company shall remain secondarily liable hereunder except with respect to any assignment to an entity affiliated with, owned or controlled by or owning or controlling Company, or which succeeds to substantially all of the assets of Company, or to a major or so-called "mini-major" production or distribution company, or to a network, or to a similarly financially responsible entity, and such assignee assumes all of Company's obligations in writing, in which case Company shall be relieved of all of its obligations hereunder. This Agreement and any and all of Company's rights hereunder shall inure to the benefit of Company and its licensees, successors, designees and assignees, as applicable. Company shall have the right to lend Artist's services hereunder to any subsidiary or affiliated entity, or any production entity in connection with the Picture. No such lending of Artist's services shall relieve Company of its obligations hereunder.

**19. NOTICES.** All payments and written notices given hereunder must be by personal delivery, overnight delivery service, mail or by email transmission and shall be sent to the address and/or email address (as applicable) set forth in the Principal Terms (unless notification of a new address/email address is provided in the manner described herein). Receipt of such payments/notices shall be deemed conclusively made on the date of delivery if sent by personal delivery, overnight delivery service or email or, if sent by mail, on the mailing date, it being understood and agreed that any date or time period which is or ends on a non-business day (i.e., Saturday, Sunday or holiday, including industry holiday, or during the period between Christmas Eve and New Year's Day) shall be automatically extended to the next business day. Each party may change its mailing address or email address for

notification purposes by giving the other party written notice of the new address, which change shall become effective on the date such written notice is received. Any casual or inadvertent failure to provide courtesy copies of any documentation or written notices shall not be deemed a breach of this Agreement.

To Artist: As set forth in the Principal Terms.

To Company: 10,100 Santa Monica Blvd.  
Suite 200 Los Angeles, CA 90067  
Attention: Elizabeth Elliott, EVP, Business & Legal Affairs  
Email: [elizabeth.elliott@vreg.com](mailto:elizabeth.elliott@vreg.com)

With a courtesy copy to: Kevin Berg, General Counsel  
Email: [kevin.berg@vreg.com](mailto:kevin.berg@vreg.com)

**20. WAIVER.** No failure or delay on the part of either party in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other exercise thereof or the exercise of any other right, power or privilege.

**21. OPPORTUNITY TO ENGAGE LEGAL COUNSEL.** Artist hereby acknowledges and certifies that Artist has read and understands this Agreement, including the consequences and implications of Artist's breach and/or default hereof, and Artist has been afforded the opportunity to review this Agreement and engage legal counsel to advise Artist prior to signing this Agreement, and if Artist has not availed themselves of that opportunity, Artist has knowingly waived Artist's right to do so. Artist waives the right to claim that Artist did not understand any part of this Agreement, and neither the fact that this Agreement was prepared by an attorney for Company, nor any decision by Artist not to engage Artist's own legal counsel, will have any bearing on the validity of this Agreement or its interpretation.

**22. CONSTRUCTION.** The headings used in connection with the paragraphs and subparagraphs of this Agreement are inserted only for the purpose of reference. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against any of the parties. The identity of the drafter or the relative bargaining power of the parties shall not be considered in construing or interpreting any provision hereof. No addition, deletion, revision, change or other alteration in or to drafts of this Agreement prepared prior to the execution of this Agreement shall be referred to by any of the parties hereto in any arbitration or other proceeding in which the construction, interpretation or meaning of this Agreement is in dispute or otherwise be used for purposes of construing or interpreting any of the terms, provisions or language of this Agreement in adjudicating or otherwise resolving any such arbitration or proceeding.



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23. SEVERABILITY. If any provision of this Agreement shall be deemed invalid or unenforceable, it shall be construed to the greatest extent possible in a manner which shall render it valid and enforceable, and any limitations on the scope or duration of any such provision necessary to make it valid and enforceable shall be deemed to be part thereof. No invalidity or unenforceability shall affect any other portion of this Agreement.

24. SURVIVAL. Neither the expiration nor termination of this Agreement shall diminish, impair, modify or otherwise affect Company's ownership of the Results and Proceeds, or alter any of the Rights or privileges granted to Company hereunder, or affect any warranty or undertaking on the part of Artist in connection therewith (including, without limitation, representations, warranties and indemnification obligations, Artist's waiver of injunctive relief, Artist's confidentiality obligations, and controlling law and dispute resolution).

25. RELATIONSHIP OF THE PARTIES. This Agreement is not a partnership between or joint venture by the parties hereto and neither party (as between Company on the one hand, and Artist on the other hand) is the agent of the other. If, for any reason heretofore or hereafter, the relationship between Artist, on the one hand, and Company, on the other hand, is nevertheless deemed to impose or imply a fiduciary duty from Company to Artist, then Artist hereby automatically, unconditionally and irrevocably waives and is deemed to waive any and all such imposed or implied duties. This Agreement is not for the benefit of any third party, whether or not referred to herein.

26. ADDITIONAL DOCUMENTS. Artist agrees to execute further documents consistent herewith, and to do any other acts reasonably required by Company to evidence and/or effectuate Company's rights hereunder. If Artist fails to do so after a period of five (5) business days (reducible to forty-eight [48] hours if exigencies require) after Company's request, Artist hereby irrevocably appoints Company as its attorney-in-fact with the full power and authority to do so on Artist's behalf, which power is coupled with an interest and shall be irrevocable under any circumstances.

27. EMPLOYMENT ELIGIBILITY / VISA / WORK PERMITS. Artist shall comply with any and all requirements relating to the Immigration Reform and Control Act of 1986, including, without limitation, Artist's completion, execution and submission of a Form I-9 (Employment Eligibility Form). During production of the Picture, Artist shall maintain a valid passport, visa and any work permit which may be required of Artist for the jurisdiction(s) in which Artist is rendering services. Company shall endeavor to obtain, at Company's cost, and Artist shall cooperate with Company and assist Company in securing such visas and labor permits as may be required by any governmental agency in connection with Artist's rendition of services hereunder. If Company is unable to secure such visas and labor permits within a reasonable time period prior to the commencement of Artist's services at the applicable location, Company shall have the right to suspend and/or terminate this Agreement and Artist's services hereunder.

28. USE OF NAME/TRADEMARKS. Artist shall not acquire any right under this Agreement to use, and Artist shall not use or permit the use of, the name of Company or that of its successors or assigns, or any exhibitor of the Picture, or the parent, subsidiary or affiliated or related entities of each of the foregoing (collectively referred to herein as "**Company/Exhibitors**"), or any fanciful characters or designs, logos or trademarks of the Company/Exhibitors: (a) in any advertising, publicity or promotion of Artist (except that Artist may use the name only of the Company/Exhibitors in a non-derogatory manner solely for the purpose of listing Artist's connection with the Picture in professional credits along with Artist's other accomplishments); (b) to express or imply any endorsement by the Company/Exhibitors of Artist's services; or (c) in any other manner whatsoever (whether or not similar to the foregoing specifically prohibited uses).

29. MINORS ON SET. Artist shall comply with Company's rules, regulations and directions regarding the protection and safety of minors at all times during production, including while on set. For the sake of clarity, Artist hereby agrees that Artist shall never be alone with a minor (unless Artist is the legal guardian of such minor and has express permission to have the minor on set), either cast member(s) or otherwise, at any time during the performance of Artist's services hereunder, including without limitation when the minor is on set, in rehearsals, in wardrobe, during school, etc. Artist acknowledges and agrees that such protocols exist for Artist's protection as well as the protection of the minor.

30. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California (United States of America) as if it was fully negotiated in the state, and without regard to its rules on conflict of laws or any other rules that would result in the application of a different body of law. Notwithstanding the foregoing, and to the extent permitted by law and any applicable guild agreement, Artist's rights and remedies arising directly from federal, state or local laws shall be governed by, construed and enforced in accordance with the laws applicable to the location in which Artist's services are primarily rendered.

31. DISPUTE RESOLUTION. Except for disputes that must be exclusively resolved through the Guild's dispute resolution process, the parties agree to submit any other disputes to binding, confidential arbitration in Los Angeles, California, in accordance with the following procedure: either (a) the parties shall mutually select a neutral arbitrator; or (b) if the parties cannot agree on such arbitrator, each party shall simultaneously exchange the names of five (5) arbitrators, and within seven (7) calendar days of the exchange of the names, each party may strike two (2) names and shall rank the remaining arbitrator candidates in order of preference. The remaining arbitrator candidate with the highest composite ranking shall be appointed the neutral arbitrator to solely preside over the proceedings. Unless the parties agree otherwise, the neutral arbitrator will be a former or retired judge or justice of any California state or federal court with substantial experience in matters involving the entertainment industry. All arbitration proceedings shall be administered by Judicial Arbitration and Mediation Services ("JAMS")

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according to the applicable JAMS arbitration rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except as otherwise provided by law, the parties are to share the arbitrator's costs equally and each party shall remain responsible for its own attorneys' fees. The arbitrator will provide a detailed written statement of decision, which will be part of the arbitration award. If either party refuses to perform any or all of its obligations under the final arbitration award within thirty (30) days of such award being rendered, then the other party may confirm or enforce the final award in any court of competent jurisdiction in Los Angeles County. The parties hereto agree that any arbitration proceedings, testimony, or discovery, along with any documents filed or otherwise submitted in the course of any such proceedings shall be confidential and shall not be disclosed to any third party except to the arbitrator and their staff, the parties' attorneys and their staffs and any experts retained by the parties, or as required by law. Notwithstanding the foregoing, a party may disclose limited information as necessary in any judicial proceeding brought to enforce these arbitration provisions or any award rendered hereunder.

32. NOVELIZATION WAIVER. Artist has notified Company that Artist has no interest in writing a novelization of the screenplay. Accordingly, Company may publish or cause to

be published a novelization of the screenplay without further negotiation with Artist and without additional payment to Artist. If it is determined that Artist is entitled to separation of rights pursuant to the Guild Agreement, Artist shall be entitled to the sums required to be paid pursuant to Article 16A.

[END OF STANDARD TERMS AND CONDITIONS]



David Goldblum <dgoldblu@gmail.com>  
to me ▾

Wed, Sep 11, 2024, 12:25 PM ☆ 😊 ↶ ⋮

Hey Kendall,

Thank you for sharing the recent draft, I just read it. I have to be honest -- this feels more like a punch-up/polish than a re-write, and many of our original notes don't feel fully integrated.

I've attached my notes on this draft, as well as our July notes. Let me know if you have any questions or would like to hop on a call to discuss anything.

Thanks!  
David

...

2 Attachments • Scanned by Gmail ⓘ



Dad Band Rewrite  Inbox x



**kendall.milton** <kendall.milton@gmail.com>  
to David, eric ▾

Tue, Sep 17, 2024, 5:15 PM    

Hey David,

Just getting back into town and looking over the notes you sent and the script for Dad Band. Happy to get started on them, but because they do entail a full rewrite and I believe we were only commissioned for a polish, I want to be sure we are commissioned for a full rewrite before sending over the new draft. I'm CCing my lawyer Eric on this and I will let him know to reach out business affairs, but in the meantime you can let the team know this update. Will let you know if I have any questions.

Thank you!!

Sent from my iPhone

Dad Band Update

KT

kendall theeskimosisters.com

To: Jillian Apfelbaum <Jillian.Apfelbaum@vreg.com>

😊

↩ Reply


↩ Reply all

➡ Forward

🗉

⋮

Fri 10/25/2024 11:53 AM

 You forwarded this message on Wed 11/20/2024 12:26 PM

Hey Jillian!

Just touching base re Dad Band as I haven't heard anything back from the team. Not sure if you are updated, but Lily and I both already implemented the notes from our in person notes meeting at Village as well as the newer notes the team sent in July. We were both paid for a polish and that seemed fine as we were assured it was only a polish. However, I wanted to get David's feedback on the newest draft as I was going to do one last final polish on it in September so I asked him to read the newest draft and see if he thought it was in a good place or what minor tweaks were needed. However, he came back with more in-depth notes and said what we had done felt like more of a polish, when what the team wanted was a rewrite. I'm happy to do a full rewrite (I started doing it), but I told him we'd only been paid for a polish and if Village wants us to do a full rewrite then it's only fair we be paid for one. I really like the new notes and I feel they will only enhance the story and I assume he's speaking for the whole team, however, I just want us to be compensated fairly. I also never heard back re my idea to add an old manager into the script, but I'm happy to go ahead and run with it once we get this sorted. For me this is just about the principle of it more than anything.

Thank you!!

**CONFIDENTIAL / NON-PRECEDENTIAL / NON-CITABLE****OPTION/PURCHASE AGREEMENT****"DAD BAND"**

- A. DATE. This agreement ("**Agreement**") is entered into as of January 26, 2023 ("**Effective Date**").
- B. PARTIES. Village Roadshow Productions Inc., a WGA signatory company ("**Company**"), on the one hand, and Kendall Milton ("**Milton**") and Lily Drew Detweiler ("**Detweiler**") (individually and collectively referred to herein as "**Owner**"), on the other hand.
- C. PROPERTY. "Dad Band" ("**Work**"), a spec script written by Owner and all elements thereof (including, without limitation, the title, themes, stories, plot, scenes, dialogue, characters, settings, worlds, illustrations, designs and all other elements and contents therein), and all translations, adaptations, arrangements, revisions, dramatizations, continuations, supplements, reissues and versions thereof, including, without limitation any book based on the Work whether now existing or hereafter created by or with the authority of Owner or Owner or any of their successors, assigns or licensees (all of the foregoing including the Work may be referred to herein as the "**Property**").
- D. PICTURE. The proposed feature-length motion picture based on the Property and currently entitled "Dad Band" ("**Picture**").

The parties hereby agree as follows:

1. **CONDITIONS PRECEDENT.** Company's obligations under this Agreement are conditioned upon satisfaction of the following "**Conditions Precedent**":

1.1. Company's receipt of this Agreement signed by Owner, in form and substance satisfactory to Company, including, without limitation: (i) an executed copy of the Short-Form Option attached hereto as Exhibit "A"; and (ii) an executed copy of the Short-Form Assignment attached hereto as Exhibit "B".

1.2. Company's receipt and written approval of complete chain-of-title documentation to the Property, including, without limitation, any third-party releases (including documentation from illustrators and contributors, if any), waivers and/or consents required by Company in connection with the Property and/or the Picture, in each instance in form and substance satisfactory to Company. [PLEASE SEND OVER ALL CHAIN OF TITLE DOCUMENTS (IF ANY) AND COPYRIGHT REGISTRATION]

1.3. Company's receipt of documentation required by Company in order to pay Owner under this Agreement, including, without limitation, a fully completed I.R.S. Form W-9.

1.4. Company's receipt of a fully signed copy of the writing Agreement dated as of January 23, 2023, between Company and Owner for the writing services of Owner in connection with the Picture, in form and substance satisfactory to Company ("**Writer Agreement**").

2. **OPTION.**

2.1. **Grant of Option.** In consideration of Five Thousand Four Hundred Sixty-One U.S. Dollars (\$5,461) ("**Initial Option Payment**"), payable to Owner within ten (10) business days following satisfaction of the Conditions Precedent, Owner hereby grants to Company an irrevocable and exclusive option ("**Option**") to purchase all Rights (as defined below) in and to the Property. The Initial Option Payment shall be deemed an advance against, and shall be deductible from, the Purchase Price set forth in Paragraph 3 below.

2.2. **Initial Option Period.** The initial Option period shall commence upon the Effective Date and shall expire on the date that is Eighteen (18) months after satisfaction of the Conditions Precedent ("**Initial Option Period**"). Company shall notify Owner of the date on which the Conditions Precedent are satisfied, provided, however, Company's failure to do so shall not be a breach of or affect the validity of this

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## Agreement.

2.3. First Extension Period. Company shall have the right to extend the Initial Option Period for an additional Eighteen (18) months ("**First Extension Period**") by giving Owner written notice thereof on or before the expiration of the Initial Option Period and by paying Owner, within ten (10) business days following such written notice, the sum Five Thousand Four Hundred Sixty-One U.S. Dollars (\$5,461) ("**First Extension Payment**"), which sum shall not be applicable against the Purchase Price.

2.4. Option Period. References to the "**Option Period**" hereunder shall refer to the Initial Option Period and any extensions thereof. If the Option Period expires on a Saturday, Sunday or national holiday or during the period between Christmas Eve and New Year's Day, then the Option Period shall be tolled through the next business day.

2.5. Option Period Activities. During the Option Period, Company shall have the exclusive right to engage in all development and pre-production activities including, but not limited to, the right to have one or more screenplays written and/or other material created based on, inspired by, or adapted from the Property. If Company does not exercise the Option, Company shall have no further rights in and to the Property, but Owner shall not be deemed to have acquired any right, title or interest in or to any of the material prepared by or at Company's direction and Company shall own all such material.

2.6. Automatic Extensions. The Option Period and all other negotiation and other time periods hereunder shall be deemed automatically extended for: (i) a period of time equal to any period during which Owner is in breach or default hereof; (ii) the entire duration of any third party claim that arises from a breach or alleged breach of Owner's representations, warranties or agreements hereunder or from any other matter with respect to which Owner is required to indemnify Company hereunder provided, however, that any such extension due to such an alleged breach shall not exceed nine (9) months with respect to any individual alleged breach ; (iii) the length of any delay beyond the applicable due dates for the delivery of material to be written by Owner in connection with the Picture pursuant to the Writer Agreement, and (iv) the length of each Extrinsic Event that materially interrupts, hinders or prevents the on-going business of Company and/or Company's development, pre-production and/or production activities in connection with any production intended to be based upon the Property, provided, however, that any such extension due to an Extrinsic Event shall not exceed nine (9) months with respect to any individual Extrinsic Event (except for each event relating to a labor dispute or other industry wide event, as to which there shall be no time limit). Company shall use good faith reasonable efforts to give notice of any such extension, provided that a failure to give such notice shall not be deemed a breach of this Agreement or a condition to the effectiveness of such extension. For purposes hereof, an "**Extrinsic Event**" shall mean any matter beyond the control of Company, including, without limitation, the following: labor disputes (including strikes, walkouts, lockouts, labor disruption and other labor controversies, in each case whether or not beyond Company's control); delay of common carrier or of materials, transportation, power or other commodity; the enactment of any law, executive order, or judicial decree; any governmental action; fire, flood, or other action of the elements; earthquake, or other acts of god; war (whether or not declared); act of terrorism (whether domestic or foreign, whether or not politically motivated, and whether or not directed at Company or its property); civil disturbance; the death, default, or incapacity of a principal cast member (or an alteration in physical appearance of a principal cast member), a director, or a producer; loss, replacement or delay in accessing key location(s); the breach of contract of any person or entity (other than Owner) furnishing services or granting rights in connection with any production intended to be based upon the Property; any mutual postponement; epidemic or pandemic.

### 3. EXERCISE OF OPTION / PURCHASE PRICE.

3.1. Company may exercise the Option at any time during the Option Period by giving Owner written notice thereof. Within ten (10) business days following such written notice, Company shall pay Owner an amount equal to the Purchase Price less the Initial Option Payment. Whether or not Company delivers such notice to Owner, Company shall be deemed to have exercised the Option upon the commencement of principal photography of the Picture at any time on or before the date of expiration of the Option Period, in which event the Purchase Price less the Initial Option shall be payable not later than fifteen (15) business days following commencement of principal photography.

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3.2. The "**Purchase Price**" shall be an amount equal to Fifty-Four Thousand Five Hundred Sixty-One U.S. Dollars (\$54,561).

3.3. The parties acknowledge and agree that the Purchase Price constitutes full and complete consideration for all rights and privileges (including the Rights) granted hereunder and the promises, representations and warranties made by Owner hereunder, and additionally shall be deemed to include full and complete consideration for any consulting or similar services rendered by Owner, if any, in connection with the Property.

4. **"SET UP" BONUS:** At such time (if ever, in Company's sole discretion) that the Picture is "set up" with a "Major Studio" or "Premium Streamer" (each, as defined below), Owner shall be entitled to a one-time flat sum bonus payment (the "Set Up Bonus") of an additional Twenty-Five Thousand U.S. Dollars (USD \$25,000). "Major Studio" shall mean: Disney/Fox, Warner, Paramount, Sony, or Universal; and "Premium Streamer" shall mean: Netflix, Amazon Prime or Apple, and provided that they pay substantially the same license fees and produce at the same budget levels as the other premium streamers, Disney +, Paramount +, or Hulu.

5. **PREMIUM STREAMER ADJUSTMENT – RIGHTS:** In the event that the Picture is Set Up at a Premium Streamer under a worldwide "cost plus" deal, the Purchase Price and the Set Up Bonus will be increased by 20% in lieu of any Contingent Compensation set forth in due to Owner in this or any other agreement between Company and Owner in connection with the Project.

6. **GRANT OF RIGHTS.** Upon exercise of the Option, Owner hereby sells, grants, conveys and assigns to Company, exclusively and irrevocably, in perpetuity and throughout the universe, in all languages, in any and all media now known or hereafter devised, all right, title and interest in and to the Property and all elements thereof (collectively, the "**Rights**"), including, but not limited to, the following:

6.1 **Audiovisual Works.** Without limiting the generality of the foregoing, the Rights granted to Company include the following: the right to produce any number of audiovisual works of all types now known or hereafter devised based on or incorporating all or part the Property (including, without limitation, the right to make sequels, prequels, remakes and other derivative works based on the Picture and/or the Property and/or any element(s) thereof); live stage rights in and to the; all allied, ancillary and subsidiary rights in and to the Property, including, without limitation, podcast rights, music and music publishing rights (including, without limitation, all mechanical and performance rights), soundtrack album and phonograph rights, merchandising and commercial tie-in rights (including, without limitation, the exploitation and/or licensing of characters and other elements of the Property for all types of goods, services and theme park and other types of attractions, and for games in all formats, media and platforms now known or hereafter devised); and all rights to use all or any part of the Property to advertise, promote and publicize the Picture and any and all other works created by or for Company in the exercise of the Rights granted to Company hereunder.

6.2 **Copyright/Exploitation Rights.** With respect to the Picture and all other works created by or for Company in the exercise of the Rights, as between Company and Owner, Company shall own all copyrights, neighboring rights, trademarks and any and all other ownership and exploitation rights now or hereafter recognized in any and all territories and jurisdictions (including by way of illustration only, reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public) and the right (but not the obligation) to secure copyright and trademark registration and protection thereof in all countries and territories where such protection is available, in Company's own name or otherwise, and the right to exploit the Picture and all other such works in all media, markets and languages and in any manner now known or hereafter devised (including, without limitation, any and all forms of theatrical, television, non-theatrical, home video, DVD, Blu-Ray, mobile, cell phone, flash memory device, electronic-sell-through, download to own, pay-per-view, internet, interactive, video-on-demand, near-video-on-demand, and subscription-video-on-demand exploitation). Company acknowledges and agrees that a third-party now or hereafter may own the copyright in non-English translations of the Work created in connection with the exercise of the Publication Rights reserved by Owner



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hereunder (each, a “Translation”), and accordingly, the grant of rights to Company set forth herein in such Translation is limited to such rights, if any, that Owner may have in such Translation (in connection therewith, Owner represents and warrants that Owner has not and shall not grant to, or authorize the exercise by, any third-party any rights in a Translation (i) other than rights that fall within the definition of Reserved Rights and subject to the limitations thereon or (ii) that are equivalent to or that conflict with or otherwise limit any of the rights granted to Company hereunder).

6.3 Alteration Rights. Company shall have the right to change, add to, delete or take from, translate, or otherwise modify the Property in any manner Company may in its sole and absolute discretion determine in connection with the Picture and other works that utilize all or part of the Property. To the fullest extent allowable under applicable law, Owner hereby irrevocably waives or assigns to Company, on behalf of Owner and Owner’s heirs, executors, administrators and assigns, all moral rights or so-called “droit moral” or any similar laws or legal principles, including, without limitation, rights of integrity and paternity. Owner covenants and agrees, on behalf of Owner and Owner’s heirs, executors, administrators and assigns, not to institute, support, maintain or permit directly or indirectly any litigation or proceedings instituted or maintained on the ground that Company’s exercise of its rights in the Property in any way constitutes an infringement or violation of any moral rights or droit moral, or is in any way a defamation or mutilation of the Property, or any part thereof, or contains unauthorized variations, alterations, modifications, changes or translations.

6.4 Rental Rights. Owner hereby irrevocably and unconditionally waives in favor of Company all of its moral rights and author’s rights in and to the Picture and all other works created by or for Company in the exercise of the Rights granted to Company hereunder, and irrevocably assigns to Company all rental and lending rights, rights of communication to the public and all satellite broadcast and cable retransmission rights that Owner may now or shall hereafter own. For the avoidance of doubt, Owner agrees that the sums payable to Owner hereunder include consideration for the assignment to and exercise by Company, its successors, licensees and assigns, of the rental and lending rights assigned to Company hereunder, and that without prejudice to the Owner’s rights at law such payment constitutes full equitable consideration for the grant and exercise of such rights.

6.5 Prior Instruments. The Rights shall include all of Owner’s rights and entitlements under any and all prior instruments, agreements, assignments, and releases in connection with the Property, as same may have been amended, including the full benefit of all representations, warranties and agreements made by any party therein (“**Prior Instruments**”).

6.6 Institution of Legal Action. Company shall have the free and unrestricted right, but not the obligation, exercisable at Company’s cost and expense, to institute and prosecute, in the name of and on behalf of Owner or otherwise, any and all actions, suits or proceedings at law, in equity or otherwise, for the violation, impairing, or impeding of any of the rights granted in this Agreement (including, but not limited to actions for violation of Owner’s right of publicity, and/or to enjoin and restrain any infringement of the Rights herein granted). In furtherance of the foregoing, Owner hereby assigns to Company any and all causes of action arising from any such infringement and any and all recoveries obtained in any such action. Owner will fully cooperate with Company in connection with any controversy which may arise and/or litigation which may be brought concerning the rights granted to Company hereunder. Owner will not compromise, settle or in any manner interfere with any such litigation or proceeding, and Owner acknowledges that Owner shall have no interest in and/or to any recoveries obtained in connection therewith. Company shall have the right to join Owner as a party plaintiff or defendant in any such litigation or proceeding.

7. CREDIT.

7.1. WGA. Owner warrants and represents that Owner is not currently a member of the Writer’s Guild of America (“WGA”). Notwithstanding the foregoing, for purposes of including Owner’s writing contribution to the Project in the WGA credit determination process, to the extent that the Project subsequently becomes subject to WGA jurisdiction (e.g., as a result of a WGA writer being hired for writing services in connection with the Project, or a WGA writer’s materials are optioned in connection with the Project), Company will deem Owner a “professional writer” as such term is defined under the WGA Minimum

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Basic Agreement (“MBA”) and will assign this Agreement to the appropriate WGA signatory company to ensure that Owner will be included for the purposes of credit determination only (which shall include Owner’s ability to act as a “participating writer” and arbitrate writing credits under the WGA), but in no event with respect to payments or any other WGA entitlements of any kind. Notwithstanding anything to the contrary set forth herein, in the event that such “professional writer” or “participating writer” designation entitles Owner to certain payments or other entitlements pursuant to the WGA MBA, Owner will waive the right to all such payments and/or entitlements and to the extent any such waiver is ineffective, any such payments or entitlements required shall be deemed payable at the WGA minimum rate, with any amounts paid or payable hereunder to Owner by Company (whether for rights granted in the Property or writing services performed pursuant to the Letter Agreement) deemed an advance of, and fully applicable against, any such amounts due as required by the WGA and vice-versa (i.e., any excess WGA amounts paid first will be deemed an advance of and applicable against any rights or writing payments expressly set forth herein), to the extent permitted by the WGA. Owner’s credit, if any, shall be determined pursuant to the Writers Guild Basic Agreement as set forth in the Writer Agreement.

7.2. General Credit Matters. Except as expressly provided for in this Paragraph 6, all other aspects of Owner’s credit (including placement, form, size, style, duration, prominence etc.) shall be determined by Company in its sole and absolute discretion. No casual or inadvertent failure by Company and no failure by any third party to comply with the credit provisions of this Agreement shall constitute a breach of this Agreement by Company. Any reference herein to the “title” of the Picture shall be deemed to mean the “regular” title unless such reference is specifically made to the “artwork” title. If other material is incorporated into the screenplay for the Picture, then Company may, in its sole discretion, also accord credit with respect to such material. All credits shall be subject to foreign co-production and/or tax or treaty production rules and requirements (if any). If Company fails to accord the required credit hereunder, then upon written notice by Owner to Company specifying such failure in reasonable detail, Company shall use reasonable efforts prospectively to cure such failure, provided that neither Company nor any third party shall be obligated to destroy, cease using, withdraw from distribution or the marketplace, or replace any existing (i.e., created, printed, exhibited, distributed and/or committed prior to the date of Company’s receipt of such notice) content, product and/or materials, whether online, digital and/or physical. Company shall use reasonable commercial efforts to advise third party distributors/licensees with whom it is in privity of contract to accord credits pursuant to this Paragraph (and inclusion of such credit requirements in any agreement with and/or documentation provided to the applicable third party shall be deemed to satisfy such efforts), provided that, notwithstanding anything to the contrary herein, no third party failure to comply with the credit specifications set forth herein shall constitute a breach of this Agreement by such third party.

8. PASSIVE PAYMENTS. Provided that: (i) Artist is not terminated or in Default of this Agreement; (ii) Artist has been accorded sole or shared Separation of Rights pursuant to Article 16.A of the Guild Agreement with respect to the Picture; (iii) or, if the project is non-WGA, then provided Artist is accorded Sole Credit; (iv) Company actually produces or causes to be produced a subsequent production based on the Picture as set forth below; and (v) Artist does not render writing services in connection with such subsequent production, then Artist shall be entitled to receive the payments specified below. All such payments shall be fully applicable against the corresponding Guild minimum payments required to be made pursuant to the Guild Agreement in connection with the applicable subsequent production.

8.1 Feature-Length Sequel or Feature-Length Remake. For an English language feature-length sequel, prequel or remake of the Picture, in each case intended for initial release in the United States theatrically or a premium streaming platform (i.e., Netflix, Amazon, Apple) (each such sequel or prequel a “**Feature Length Sequel**”, and each such remake a “**Feature Length Remake**”) or Artist shall be entitled to the following amounts:

8.1.1 Sequel. For each Theatrical Sequel, a one-time payment equal to one-half (1/2) of the compensation actually paid to Artist pursuant to Paragraph **Error! Reference source not found.** above, plus one-half (1/2) of the “Purchase Price” paid to Artist pursuant to the OPA, such payment(s) to be made within thirty (30) days after completion of principal photography of such or Theatrical Sequel.

8.1.2 Remake. For each Theatrical Remake, a one-time payment equal to one-third (1/3) of the compensation actually paid to Artist pursuant to Paragraph **Error! Reference source not**

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**found.** above plus one-third (1/3) of the "Purchase Price" paid to Artist pursuant to the OPA, such payment(s) to be made within thirty (30) days after completion of principal photography of such Theatrical Remake.

8.2 Television Program/Subscription Video-On-Demand Series. For an English language made-for-television motion picture ("**MOW**"), mini-series ("**Mini-Series**"), or an episodic television series or episodic subscription video-on-demand ("**SVOD**") series ("**Episodic Series**") based upon the Picture, in each case intended for initial broadcast via a television or SVOD service in the United States, Artist shall be entitled to the following amounts:

8.2.1 MOW or Mini-Series.

(a) For each MOW or Mini-Series produced for initial broadcast on network prime-time free television a one-time-only payment equal to Twenty-Three Thousand Seven Hundred U.S. Dollars (\$23,700) for the first two (2) hours, and Eight Thousand U.S. Dollars (\$8,000) for each additional hour thereafter (prorated for any partial hour), up to a cap of Eighty Thousand U.S. Dollars (\$80,000). Any payments made to Artist pursuant to this Paragraph 7.2.1(a) shall be payable within thirty (30) days following completion of principal photography of the MOW / Mini-Series, as applicable.

(b) For each (i) Mini-Series produced for initial broadcast on a pay TV or premium cable station (e.g., HBO, Showtime, FX and AMC) or subscription video on demand service that qualifies as high-budget SVOD (as defined in the Guild Agreement) ("**High Budget SVOD**") and (ii) MOW produced for initial broadcast on a pay TV or premium cable station (e.g., HBO, Showtime, FX and AMC) or High Budget SVOD, then in lieu of the passive payments set forth in Paragraph 7.2.1(a), a one-time-only payment equal to seventy-five percent (75%) of the amount set forth in Paragraph 7.2.1(a) for such MOW or Mini-Series, payable within thirty (30) days following the completion of principal photography of the MOW / Mini-Series, as applicable.

(c) For each MOW or Mini-Series produced for initial broadcast on any other platform (e.g., on a U.S. free television network at non-prime time, a U.S. basic cable television channel or an SVOD service that is not High Budget SVOD), then in lieu of the passive payments set forth in Paragraph 7.2.1(a), a one-time-only payment equal to fifty percent (50%) of the amount set forth in Paragraph 7.2.1(a) for such MOW or Mini-Series, payable within thirty (30) days following the completion of principal photography of the MOW / Mini-Series, as applicable.

8.2.2 Episodic Series.

(a) For each Episodic Series produced for initial broadcast on U.S. network prime-time television, the amounts set forth below, which amounts shall be payable within thirty (30) days following the initial U.S. broadcast of the applicable Episodic Series.

(i) One Thousand Four Hundred Twenty U.S. Dollars (\$1,420) per episode having a running time of fifteen (15) minutes or less;

(ii) Two Thousand Three Hundred Sixty-Seven U.S. Dollars (\$2,367) per episode having a running time of more than fifteen (15) minutes, but not more than thirty (30) minutes;

(iii) Four Thousand Four Hundred Ninety-Seven U.S. Dollars (\$4,497) per episode having a running time of more than thirty (30) minutes, but not more than sixty (60) minutes; and

(iv) Five Thousand Nine Hundred Eighteen U.S. Dollars (\$5,918) per episode having a running time of more than sixty (60) minutes.

(b) For each Episodic Series produced for initial broadcast on a pay TV or premium cable station (e.g., HBO, Showtime, FX and AMC) or High Budget SVOD, then in lieu of the

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passive payments set forth in Paragraph 7.2.2(a), an amount equal to seventy-five percent (75%) of the applicable amount set forth in Paragraph 7.2.2(a) for such Episodic Series, payable within thirty (30) days following the initial U.S. broadcast of the applicable Episodic Series.

(c) For each Episodic Series produced for initial broadcast on any other platform (e.g., on a U.S. free television network at non-prime time, a U.S. basic cable television channel or an SVOD service that is not High Budget SVOD), then in lieu of the passive payments set forth in Paragraph 7.2.2(a), an amount equal to fifty percent (50%) of the applicable amount set forth in Paragraph 7.2.2(a) for such Episodic Series, payable within thirty (30) days following the initial U.S. broadcast of the applicable Episodic Series.

(d) For an Episodic Series produced for initial broadcast on U.S. network prime-time television only, an amount equal to twenty percent (20%) of the applicable royalty set forth in Paragraph 8.2.2. for each of the second (2nd) through sixth (6th) U.S. free television runs of the Episodic Series ("Rerun Royalty"). For the avoidance of doubt, no further sums shall be payable with respect to the seventh (7th) or any subsequent run, and in no event shall the Rerun Royalty apply to exploitation via any video-on-demand service.

9. **ANNOTATION GUIDE.** If and to the extent any material (including, without limitation, characters and characterizations) contained in the Property is based in whole or in part on any actual individual, whether living or dead, or any "real life" incident, Owner shall prepare and deliver to Company, not later than the date of Owner's execution of this Agreement, a complete, true and accurate written annotation of such material ("**Annotation**") in accordance with the guidelines provided in the Annotation Guide attached hereto as Exhibit "C" and incorporated by reference herein. Owner shall also accurately provide such other information as may be reasonably required by Company or its insurance carrier for the purpose of evaluating the risks involved in utilizing the Property and/or the exploitation of any of the Rights.

10. **NAME AND LIKENESS.** Owner hereby grants to Company the right to use and authorize others to use, in any manner or medium, throughout the universe, in perpetuity, Owner's name (including any professional name and any sobriquet), likeness, and biographical information, with no additional compensation to Owner, in and in connection with the following: (i) the Picture and any and all other works created by or for Company in the exercise of the Rights granted to Company hereunder including the advertising, publicity, promotion, distribution, exhibition and/or exploitation thereof, and (ii) promotional and/or commercial partners of Company (including, without limitation, with respect to promotional and/or commercial tie-ins, product placement and point-of-purchase campaigns); provided that Owner will not be represented as personally endorsing any product or service without Owner's prior consent. Owner may provide photographs/likenesses of Owner and facts to be used in Owner's biography for Company's use in connection with this Paragraph, and Company shall give good faith consideration to using such photographs/likenesses and such facts (subject to Company's right to edit such facts), provided that Owner provides such photographs/likenesses and facts no later than thirty (30) days after signing this Agreement; provided, however, any failure by Company to use such photographs/likenesses or facts shall not be deemed a breach of this Agreement. Notwithstanding anything to the contrary herein, Owner hereby acknowledges and agrees that the use of Owner's name in cast/crew lists, billing blocks, main or end title credits, trailers, and/or other similar materials shall not be deemed to constitute an endorsement that would require Owner's consent.

11. **NO OBLIGATIONS / RIGHTS CUMULATIVE / NO DEROGATION.** Without limiting Company's rights at law or in equity, all of Company's obligations hereunder are subject to Owner not being in default of the Agreement. Nothing contained in this Agreement shall be construed as requiring Company to exercise or exploit, or to continue to exercise or exploit, any of the rights herein granted to Company or to maximize revenues. All rights granted to Company hereunder shall be cumulative. Company may exercise or refrain from exercising any one or more of such rights separately from, simultaneously together, or in connection with any other rights granted to Company hereunder or from other sources, and regardless of whether said rights are granted in the disjunctive or conjunctive. Nothing contained in this Agreement shall be construed to be prejudicial to, or operate in derogation of, any rights, licenses, benefits, privileges or property that Company may now or hereafter enjoy or be entitled to as a member of the general public or that Company may otherwise have independent of this Agreement.

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12.1. Reversion Period. If Company exercises the Option and if principal photography of the Picture does not commence by the date that is five (5) years after the date of Company's exercise of the Option ("**Reversion Period**"), then all of the Rights in and to the Property granted to Company hereunder shall revert to Owner, subject to and conditioned upon Company's receipt of documentation ("**Documentation**"), as is sufficient in Company's sole good faith judgment, to vest Company with a perfected first-priority security interest and lien ("**Security Interest**") to secure the payment to Company of an amount ("**Secured Amount**") equal to the aggregate of the following: (i) all amounts paid by Company to Owner in connection with the Property; (ii) an overhead fee equal to fifteen percent (15%) of the aggregate amount determined in the foregoing clause (i); and (iii) interest on the aggregate amount determined pursuant to the foregoing clauses (i) and (ii) at the prime rate of Company's primary bank (i.e., JPMorgan Chase) plus two percent (2%); which Secured Amount shall be due and payable to Company in accordance with Paragraph 10.2 below. The Reversion Period shall be automatically extended by the length of time of each event or matter set forth in Paragraph 2.6. Further, Company shall have the right to extend the Reversion Period (as same may have been automatically extended as provided for herein) for (a) an additional period of eighteen (18) year months by giving Owner written notice thereof prior to the expiration of such Reversion Period and concurrently paying Owner the sum of Five Thousand U.S. Dollars (\$5,000) and (b) thereafter for a further period of eighteen (18) months by giving Owner written notice of such extension prior to the expiration of such Reversion Period (as extended in accordance with clause (a) above) and concurrently paying Owner the sum of Five Thousand U.S. Dollars (\$5,000).

12.2. Payment of Secured Amount. The Secured Amount shall be due and payable upon the earlier of: (i) Owner setting up the Property, or any element thereof, with any third party (e.g., the option, sale, license, transfer or other commitment to a third party with respect to the Property); and (ii) the commencement of principal photography of the first project based on or produced in connection with the Property or the Rights or any element thereof. In addition, upon expiration of the Reversion Period, if ever, Company shall automatically be vested with (and Owner shall execute all Documentation necessary to so vest in Company) a Security Interest in the Property until the Secured Amount has been paid in full to Company, and Company shall have the right to take any and all action to enforce and/or protect Company's rights hereunder. In the event that the Rights in and to the Property granted to Company hereunder revert to Owner in accordance with Paragraph 10.1 above, and if Owner or any third party at any time thereafter makes any disposition of the Property or any element thereof, or produces or in any way facilitates the development and/or production of any work based, in whole or in part, upon the Property or any element thereof (each an "**Other Work**"), then: (i) Owner shall indemnify, defend (at Company's election) and hold harmless Company and the Company Indemnitees from and against any and all claims arising from or in connection with the disposition of the Property or any element thereof, and/or arising from or in connection with the development, production and/or exploitation of any Other Work, pursuant to the indemnification procedures set forth in Paragraph 12 below; (ii) Company shall have a first opportunity to distribute any Other Work if the financier of such Other Work is not a distributor; and (iii) with respect to any Other Work that Company does not distribute, Company shall be entitled to receive a profit participation in an amount equal to five percent (5%) of one hundred percent (100%) of the "Net Proceeds" of the Other Work. For purposes of this Paragraph, the term "**Net Proceeds**" shall be defined, and Company's participation in such Net Proceeds shall be computed, accounted for and paid, in accordance with the most favorable manner in which net proceeds (or its equivalent concept) are defined, computed, accounted for and paid with respect to any other person or entity entitled to participate in net proceeds (or its equivalent concept) in connection with the exploitation of the Other Work, but, in any event, no gross participations, deferrals or their equivalent (whether pre-breakeven or post-breakeven) shall be deducted in determining Net Proceeds, and no cross-collateralization, abandonment charges or over-budget penalties, as such terms are customarily understood in the motion picture and television industries, shall be applicable to Company's participation in the Net Proceeds.

12.3. Company Materials. In the event of a reversion in accordance with this Paragraph 10, Owner shall not be deemed to have acquired any right, title or interest in or to any screenplays, treatments, outlines or other material created or developed by or for Company which is based upon the Property or any element thereof.

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12.4. Automatic Extensions. The Reversion Period, and all other negotiation and other time periods hereunder shall be deemed automatically extended as set forth in Paragraph 2.6 above.

12.5. Company's Continuing Rights. Notwithstanding anything to the contrary herein, in the event of a reversion in accordance with Paragraph 10.4, Company shall continue to have the irrevocable and exclusive right to distribute, advertise, market, promote, exhibit and exploit the Picture and each subsequent and/or derivative Production and all other works created hereunder (and any and all corresponding allied, ancillary and subsidiary rights therein and thereto, including all merchandising, soundtrack and commercial tie-in rights), in any and all languages, media, and manner, now known or hereafter devised, in perpetuity, throughout the universe, all of which rights shall survive any reversion hereunder.

13. REPRESENTATIONS AND WARRANTIES. Owner represents, warrants and agrees that:

13.1. Original Work. The Property was written solely by Owner and is wholly original with Owner (except for minor and incidental material that is in the public domain throughout the universe, which Owner shall promptly identify to Company upon Company's request therefor).

13.2. No Infringement. Neither the Property, nor any material supplied by Owner to Company hereunder, nor any part or element thereof, nor the exercise by Company (including its successors, assignees and licensees) of any or all of the rights granted to it hereunder, shall at any time: (i) infringe upon or violate the personal or property rights or any other rights of any person or entity (including, without limitation, the rights of copyright, trademark, privacy and publicity); or (ii) contain any element or material that in any manner constitutes a libel, slander or other defamation of any person or entity (solely with respect to non-copyright and non-trademark related claims, the representations specified in this Paragraph 11.2 are made to the best of Owner's knowledge, including that which Owner should have known after investigation in the exercise of reasonable prudence and due inquiry).

13.3. Annotation. The Property is wholly fictional and is not based in whole or in part on any actual individual, whether living or dead, or any "real life" incident, except if and to the extent specified in the Annotation furnished by Owner to Company concurrently with the execution of this Agreement, if any.

13.4. No Encumbrances. The Property, the Rights and all other rights and privileges granted or to be granted to Company hereunder are and shall at all times be free and clear of any liens, claims, charges or encumbrances.

13.5. No Claims. No claims, litigation or other proceedings have heretofore been asserted and/or brought and no claims, litigation or proceedings are pending, nor have any of the foregoing been (to the best of Owner's knowledge, including that which Owner should have known after reasonable investigation in the exercise of reasonable prudence and due inquiry), threatened, relating to the Property, the Rights and/or any of the other rights and privileges granted or to be granted to Company hereunder.

13.6. Authority. Owner is the sole and exclusive owner of the Property, and of all the Rights, and of all other rights and privileges granted or to be granted to Company hereunder, and Owner has full right, power and authority to make and perform this Agreement without obtaining the consent or approval of any person or entity. When executed and delivered, this Agreement will be the legally valid and binding obligation of Owner.

13.7. No Prior Grant. Owner has not heretofore in any way exercised, disposed of, or optioned the Rights or any part thereof. Without limiting the generality of the foregoing, the Property has not previously been performed, exploited or exhibited as a motion picture, television production, play or in any other form of audio-visual production, and no rights have been granted or licensed to any third party to do so.

13.8. Copyright Protection. The Property enjoys, and will enjoy, either statutory or (to the extent it may exist) common law copyright protection in the United States and, to the best of Owner's knowledge, all other jurisdictions adhering to the Berne and Universal Copyright Conventions, and the Rights granted

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to Company hereunder are and will be exclusive in all such jurisdictions.

13.9. No Impairment/No Payments. Owner has not done or omitted to do, nor will Owner do or omit to do, any act or thing which does, could or will interfere with, impair, abrogate, encumber, increase the expense and/or time necessary to, or adversely or otherwise affect Company's full enjoyment or use of the Rights and all other rights and privileges granted and to be granted to Company under this Agreement.

13.10. No Third-Party Obligations. Owner has not entered into any agreement (written or oral, implied or express) with any third party which relates to the Picture or the production of the Picture, nor has Owner made any promises to any third party in connection with the Picture or the production of the Picture.

13.11. Prior Instruments Valid. Owner has delivered a copy of all Prior Instruments, if any, to Company prior to Owner's execution of this Agreement. The Prior Instruments, if any, have not been modified or cancelled in any way other than by valid written amendment attached thereto, and are in full force and effect as originally signed or as amended. Owner has not granted or assigned any right, title or interest heretofore acquired by Owner in, to or under the Prior Instruments in any manner inconsistent with the rights granted to Company under this Agreement. Owner has paid to the party or parties entitled thereto all sums which have heretofore become payable under any of the Prior Instruments, and Owner will hereafter pay or cause to be paid, to the party or parties entitled thereto, all sums which may hereafter accrue under all Prior Instruments.

14. INDEMNIFICATION.

14.1. By Owner. Owner shall indemnify and hold harmless Company, its parent, subsidiary and affiliated entities, successors, licensees and assigns, and their respective members, officers, directors, shareholders, representatives, employees, contractors, partners, licensees and agents (collectively, "**Company Indemnitees**") from and against all third party claims, actions, liabilities, losses, damages, and expenses (including reasonable outside attorneys' fees and costs) arising out of, relating to, or founded upon: (i) Owner's breach or default of any representation, warranty, or agreement herein; and/or (ii) Owner's gross negligence, and/or tortious or reckless acts or omissions; and/or (iii) Owner's exploitation of the Reserved Rights (each, an "**Owner-Indemnified Claim**" and collective, "**Owner-Indemnified Claims**").

14.2. By Company. Company shall indemnify and hold harmless Owner from and against any and all third party claims, actions, liabilities, losses, damages, and expenses (including reasonable outside legal fees and costs) arising out of, relating to, or founded upon: (i) the alteration by Company of the Property or material added to the Property by Company; and/or (ii) Company's development, production, distribution and/or other exploitation of the Picture, or any other works created by or for Company in the exercise of the Rights granted to Company hereunder or any element thereof or ancillary rights therein; provided Company shall have no indemnification obligations arising out of, relating to, or founded upon an Owner-Indemnified Claim(s) as set forth above.

14.3. Notice Of Claim/Control. A party seeking indemnification shall, upon presentation of any claim or institution of any action covered by the foregoing indemnity provision, promptly notify the other party in writing of the presentation of such claim or the institution of such action, giving full details thereof. Company shall have the right, but not the obligation, to maintain control of the conduct of the defense of any claim or action for which Owner is the indemnifying party; provided that in any such claim or action, Owner may have independent counsel, at Owner's sole cost and expense, participate on behalf of Owner. With respect to any claims for which Company is the indemnifying party, Company shall maintain control of the conduct of the defense thereof. The indemnified party shall, upon the indemnifying party's request, cooperate (which shall not include the payment of any of the indemnifying party's fees, costs or expenses) in the defense thereof, it being understood that failure to cooperate will result in denial of indemnification. Company shall have the right to adjust or settle any claim or action as it may determine in its sole good faith discretion without affecting the foregoing indemnity.

15. IRREVOCABILITY / COPYRIGHT. Owner shall take and complete any and all steps and proceedings required by the law of any jurisdiction in the world in which the Property is published to secure copyright in the Property and to prevent the Property from falling into the public domain by reason of any

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such publication. Owner shall take such steps as may be reasonably necessary to renew or extend, insofar as possible, any and all copyrights now or hereafter secured upon the Property. All Rights granted and agreed to be granted to Company under this Agreement shall be irrevocably vested in Company in perpetuity, including, without limitation, for the full term of copyright protection everywhere in the world and in any and all renewals, extensions and revivals thereof, subject to Owner's right of reversion set forth in Paragraph 10 above. As a material part of the consideration paid to Owner for its execution of this Agreement, Owner agrees that in the event the termination of transfer provisions of Section 203 of the United States Copyright Act shall be applicable prior to the termination of Company's rights hereunder, and/or if Owner otherwise becomes entitled to exercise any right of reversion or recapture ("**Recapture Rights**"), Owner shall not be entitled to use any title used for any audiovisual work produced under this Agreement, and Company shall have a right of first negotiation and right of last refusal with respect to the renewal of the Rights granted to Company hereunder in accordance with the procedure set forth below. If Owner fails to do any of the things specified in the first two sentences of this Paragraph, Company is hereby irrevocably granted the power (which is coupled with an interest) to perform such acts and take such proceedings in the name and on behalf of Owner as its attorney-in-fact. If Owner at any time proposes to negotiate with any party for the license, exercise or other disposition of any or all of the Recapture Rights, Owner shall give Company written notice thereof and an opportunity to so negotiate prior to Owner so negotiating with any third party. If Company elects to so negotiate, Owner and Company shall negotiate in good faith for a period of not less than thirty (30) business days from the commencement of such negotiations, and if an agreement does not result therefrom Owner may thereafter negotiate with any third party. If Owner at any time is prepared to enter into an agreement with a third party for the license, exercise or other disposition of the Recapture Rights, Owner shall, before entering into such agreement, give Company written notice of the proposed terms thereof (and all modifications of such terms) and the party involved. In each instance, Company shall then have ten (10) business days after receipt of Owner's written notice in which to elect to acquire the rights involved on the monetary terms contained in the notice, it being understood that Company shall not be obligated to meet any non-monetary term set forth in such notice. If Company does not elect to acquire the rights involved, Owner shall be free to enter into an agreement with the third party for such rights, but only upon the terms and conditions previously specified in Owner's notice to Company; provided, however, that if such agreement between Owner and such third party is not confirmed in writing within thirty (30) days following the date that Owner is free to enter into an agreement with the third party, Company's negotiation rights hereunder shall revive with respect to the rights involved. Company's negotiation rights hereunder shall continue in full force and effect so long as Owner retains any right, title or interest in and to the Recapture Rights.

16. PREMIERE. The following shall apply to each Owner: If the Picture is released to the general public and provided that Owner is not in default hereof, then Owner and a guest shall receive invitations to one (1) major U.S. "celebrity" premiere, preview, or festival of the Picture under Company's control, if any. If Owner attends such premiere at a location more than seventy-five (75) miles from Owner's residence closest to the location of the premiere, then Company shall use reasonable good faith efforts to cause the domestic distributor to provide first class travel and accommodations for Owner and one (1) guest

17. DVD/BLU-RAY DISC. If the Picture is released to the general public and is substantially based upon the Property, and provided that Owner is not in default hereof, then Company shall provide Owner with either a DVD or a Blu-Ray of the Picture, a CD of the soundtrack album, and a "one-sheet" (for Owner's personal home use only) if and when the same is commercially available.

18. PUBLICITY RESTRICTIONS. Owner shall not release, disseminate or issue, or authorize, encourage or cause the release, dissemination or issuance, of any publicity (including, without limitation, making any form of public statement, furnishing information or opinions to members of the press whether "on-the-record" or "off-the-record" and whether or not for attribution, and/or participating in any other manner in the writing, publication or broadcast of any news story, publicity, press release or exploitation of any kind, or any response thereto) in any manner and/or media (including, without limitation, by television, radio, newspaper, and/or interactive/social media/social networking services/websites such as Facebook, Twitter or any other interactive social network or personal blog) concerning this Agreement, Company (including any of its officers, employees or agents), the Property, the Picture or any person(s) rendering services or providing products in connection therewith without Company's prior specific written; provided, however, that non-derogatory references to the Property and/or incidental non-derogatory references to the Picture shall



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be permitted. Publicity restrictions specified in this Paragraph may be referred to herein as the “**Publicity Restrictions**”.

19. **CONFIDENTIALITY.** Owner shall at all times keep confidential, and shall not use in any manner that is detrimental to Company's interests, the following: any information relating to the Project (including, but not limited to, plots, stories, characters, dialogue, development/production/distribution plans, ancillary exploitation plans, marketing plans and surveys, development and production costs and other financial information); the terms of this Agreement, and all other information relating to the business of Company, and any related or affiliated entity thereof (collectively, the “**Confidential Information**”). Owner shall have a continuing duty to not disclose any Confidential Information to any person or entity in any manner, except as authorized by Company in writing or required by law, and to the extent Owner is legally compelled to disclose such Confidential Information by the valid order of a court of competent jurisdiction, in which event Owner shall so notify Company as promptly as practicable (and, if possible, prior to making any disclosure) and shall cooperate in obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. Owner's confidentiality obligations hereunder shall apply to any and all media whatsoever, including, without limitation, any social networking site; micro-blogging service; user-generated or user-uploaded content website; online forum, discussion thread or comment section; personal website or blog; user modified website; or any other website, service, platform, program, application or other form or method of communication, whether now known or hereafter devised (e.g., Facebook, Twitter, YouTube, etc.). Owner may disclose Confidential Information to Owner's representatives who (i) have been advised of and agreed to abide by the obligations of confidentiality; (ii) agree not to disclose the Confidential Information; and (iii) require the information in order to advise Owner in accordance with the Agreement. Notwithstanding the foregoing, Owner agrees to notify Company immediately upon discovery or suspicion of any unauthorized disclosure of Confidential Information in any form, including that which may result in Confidential Information being released, duplicated or otherwise transferred outside the control of Owner (including without limitation, through an electronic hack). Upon Owner's discovery of any such unauthorized disclosure of Confidential Information, Owner agrees to cooperate with Company to regain possession of the Confidential Information and prevent its further unauthorized use and/or dissemination.

20. **ADDITIONAL INSURED.** Owner shall be covered under (i) Company's errors and omissions insurance policy; and (ii) if the Picture is produced, Company's general liability insurance policy for the Picture; in accordance with the terms and subject to the exclusions, conditions and limitations of such policy(ies), including subrogation, for so long as, and only to such extent as, such policy(ies) is/are carried by Company. The provisions of this Paragraph shall not be construed so as to limit or otherwise affect any obligation, representation or agreement by Owner hereunder.

21. **COMPANY'S RIGHTS UNIQUE / COMPANY'S RIGHT TO INJUNCTIVE RELIEF.** Each of the rights and privileges granted and agreed to be granted to Company hereunder, and the restrictions upon and obligations of Owner (including, without limitation, the confidentiality, non-disclosure and publicity restrictions set forth herein), under this Agreement is of an unusual, extraordinary and intellectual character giving it a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in any action at law. Accordingly, a breach or default of this Agreement, or any part thereof, by Owner shall cause Company irreparable injury, and Company shall be entitled to seek, and shall be entitled to, injunctive and any and all other equitable relief to secure enforcement of this Agreement, but resort to such relief shall not waive Company's other rights or remedies.

22. **REMEDIES.** In the event of a breach or default of this Agreement by Company, Owner agrees that Owner's sole remedy shall be the right to seek money damages incurred as a result of such breach or default, if any. Owner shall not seek or have the right to injunctive or other equitable relief, or to rescind this Agreement or the rights granted herein, or to restrain in any manner the production, distribution, exhibition, advertising or any other exploitation of any production based upon the rights granted hereunder or produced pursuant to this Agreement, or any subsidiary or ancillary rights in connection with the foregoing. In no event shall Company be liable for consequential, special, exemplary or punitive damages, including, without limitation, lost or anticipated profits.

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23. REMEDIES CUMULATIVE. All remedies accorded herein or otherwise available to Company shall be cumulative, and no one such remedy shall be exclusive of any other. The commencement or continuation of any action by Company shall neither constitute an election on Company's part to terminate this Agreement or any of Company's rights hereunder, nor constitute or result in the termination of any of Company's rights hereunder, unless Company shall expressly so elect by written notice to Owner. The pursuit by Company of any remedy under this Agreement or otherwise shall not be deemed to waive any other or different remedy which may be available under this Agreement or otherwise at law or in equity.

24. ASSIGNMENT.

19.1 By Company. Company may assign, license, transfer and/or delegate this Agreement in whole or in part (including, without limitation, the Rights and all other rights, obligations, options and privileges granted or to be granted to Company and Company's options and obligations hereunder, and all of Owner's representations and warranties hereunder), to any person or entity, and this Agreement and any or all of said rights, obligations, options, and privileges shall inure to the benefit of, and may in turn be freely licensed or assigned by, any such assignee, successor, transferee or designee. In the event of any assignment, license or delegation by Company of this Agreement or any of Company's rights, obligations, options or privileges hereunder, Company shall remain secondarily liable unless such assignment is to an entity that assumes Company's obligations in writing and such entity is a major or mini-major production and/or distribution company, a major U.S. television network, a party who supplies a substantial amount of Company's motion picture financing, a similarly financially responsible entity or any party which is affiliated with, owned or controlled by Company, or owns or controls Company or which through merger, operation of law, consolidation or acquisition succeeds to substantially all of the assets of the Company, in which case Company shall be relieved of all of its obligations hereunder.

24.1. By Owner. Neither this Agreement nor any of Owner's rights or obligations hereunder may be assigned, licensed, transferred and/or delegated by Owner.

25. NOTICES / PAYMENTS. Notices and other communications required or permitted to be given under this Agreement shall be given in writing and delivered by: personal delivery; overnight delivery service; mail; or email with reasonable evidence of receipt (e.g., confirmation by reply email or "read receipt"), properly addressed and stamped with the required postage (if applicable), and shall be sent to the addresses set forth below (subject to changes of which the parties are notified in writing in accordance herewith). Notices shall be deemed given on the date personally delivered or emailed, one (1) business day after a notice is sent by overnight courier or certified mail, or three (3) business days after the date mailed. All time periods hereunder shall be automatically extended if Owner fails to timely provide written notice to Company of all requisite payment information (e.g., tax ID numbers, addresses, etc.), including any updates or changes thereto, until such time as such information is received and processed by Company. Each party may change its mailing address or email address for notification purposes by giving the other party written notice of the new address which change shall become effective on the date upon which such written notice is received. Failure to deliver notice to any "courtesy copy" recipient(s) shall not be deemed a breach hereof. For the avoidance of doubt, Company does not accept service of proceedings via email. Neither the Option Purchase Agreement nor any of Artist's rights or obligations hereunder may be assigned, delegated or otherwise transferred by Artist, other than the one-time right to assign payment of any accruing compensation entitlements due to Artist in connection herewith.

Notices and payments  
to Owner:

c/o Innovative Artists Literary Agency  
1505 10th St.  
Santa Monica, CA 90401  
Attn: Jim Stein  
Email: jim.stein@iala.com

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With a courtesy copy to: c/o Goodman, Genow, Schenkman,  
Smelkinson & Christopher, LLP  
9665 Wilshire Blvd, Fifth Floor  
Beverly Hills, CA 90212  
Attn: Eric Brooks  
Email: eric@ggssc.com

To Company: Village Roadshow Productions Inc.  
10100 Santa Monica Blvd.  
Suite 200  
Los Angeles, CA 90067  
Attention: Elizabeth Elliott, EVP, Business & Legal Affairs  
Email: elizabeth.elliott@vreg.com  
With a courtesy copy to: Kevin Berg, General Counsel  
Email: kevin.berg@vreg.com

26. WAIVER. No waiver by either party hereto of any failure by the other party to keep or perform any covenant or condition of this Agreement shall be deemed a waiver of any preceding, succeeding or continuing breach or default of the same, or any other covenant or condition. Without limiting the foregoing, Company's payment of any compensation, and/or performance of any obligation, hereunder shall not constitute a waiver by Company of any breach by Owner. No action and/or omission of Company hereunder shall constitute a breach or default of this Agreement unless Owner first notifies Company in writing setting forth such alleged breach or default and Company does not cure same within a reasonable time after receipt of such notice, except that with respect to Company's failure to make a payment to Owner hereunder, the cure period shall be not more than fifteen (15) business days following Company's receipt of such notice.

27. CONSTRUCTION. The language of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against any of the parties. The headings used in connection with the paragraphs and subparagraphs of this Agreement are inserted only for the purpose of reference. The identity of the drafter or the relative bargaining power of the parties shall not be considered in construing or interpreting any provision hereof. No addition, deletion, revision, change or other alteration in or to drafts of this Agreement prepared prior to the execution of the Agreement shall be referred to by any of the parties hereto in any arbitration or other proceeding in which the construction, interpretation or meaning of this Agreement is in dispute or otherwise be used for purposes of construing or interpreting any of the terms, provisions or language of this Agreement in adjudicating or otherwise resolving any such arbitration or proceeding.

28. SEVERABILITY. Nothing herein contained shall be construed so as to require the commission of any act contrary to law, and, if any provision of this Agreement conflicts with any present or future statute, law, ordinance or regulation, the provision of this Agreement affected shall be curtailed and limited only to the minimum extent necessary to make it consistent with such legal requirements and/or provision(s).

29. 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.

30. OTHER AGREEMENTS. Any breach, default or incapacity of Owner under any other agreement with Company (and/or Company's related or affiliated entities), if any, in connection with the Picture or any other project shall, at Company's election, constitute a breach, default or incapacity (as applicable) of Owner under this Agreement. There shall be no duplication of the rights or benefits provided under this Agreement (e.g., invitations to premieres), and those provided under any other agreement between Company, on the one hand, Owner and/or any entity utilized by Owner, on the other hand, in connection with the Picture.

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31. **FURTHER INSTRUMENTS.** Owner agrees to execute such further documents and do any other acts required by Company or its successors, licensees or assignees to evidence or effectuate Company's rights hereunder. If Owner fails to do so after a period of five (5) days (reducible to twenty-four [24] hours if exigencies require), then Owner hereby appoints Company as Owner's attorney-in-fact with the full power and authority to do so on Owner's behalf, which power is coupled with an interest, with full rights of substitution and delegation, and shall be irrevocable. Company shall provide Owner with courtesy copies of any such document executed in Owner's name; provided that Company's failure to do so shall not be deemed to be a breach of this Agreement or affect the validity of such assignment, instrument or document.

32. **CONCURRENT EXECUTION.** Concurrently with the execution of this Agreement, Owner shall execute and deliver to Company the Short-Form Option in the form attached hereto as Exhibit "A" and the Short-Form Assignment in the form attached hereto as Exhibit "B". The Short-Form Assignment shall not be dated or recorded with the United States Copyright Office unless and until Company has exercised the Option; at such time when Company has exercised the Option, if ever, Company shall have the right to date the Short-Form Assignment as of the date of exercise and may thereafter file it with the United States Copyright Office

33. **GOVERNING LAW.** This Agreement was fully negotiated and entered into, and shall be governed by and construed and enforced, in accordance with the laws of the State of California (United States of America) without regard to its rules on conflict of laws or any other rules that would result in the application of a different body of law.

34. **DISPUTE RESOLUTION.** The parties agree to submit disputes arising under this Agreement to binding, confidential arbitration in Los Angeles, California, in accordance with the following procedure: either (i) the parties shall mutually select a neutral arbitrator; or (ii) if the parties cannot agree on such arbitrator, each party shall simultaneously exchange the names of five (5) arbitrators, and within seven (7) calendar days of the exchange of the names, each party may strike two (2) names and shall rank the remaining arbitrator candidates in order of preference. The remaining arbitrator candidate with the highest composite ranking shall be appointed the neutral arbitrator to solely preside over the proceedings. Unless the parties agree otherwise, the neutral arbitrator will be a former or retired judge or justice of any California state or federal court with substantial experience in matters involving the entertainment industry. All arbitration proceedings shall be conducted under Judicial Arbitration and Mediation Services ("**JAMS**") who will adhere to the procedure established by JAMS (either the 'Comprehensive Arbitration Rules' for claims over Two Hundred Fifty Thousand U.S. Dollars [\$250,000], or the 'Streamlined Arbitration Rules' for claims Two Hundred Fifty Thousand U.S. Dollars [\$250,000] or less). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except as otherwise provided by law, the parties are to share the arbitrator's costs equally and each party shall remain responsible for its own attorneys' fees. The arbitrator will provide a detailed written statement of decision, which will be part of the arbitration award. If either party refuses to perform any or all of its obligations under the final arbitration award within thirty (30) days of such award being rendered, then the other party may confirm or enforce the final award in any court of competent jurisdiction in Los Angeles County. The parties hereto agree that any arbitration proceedings, testimony, or discovery, along with any documents filed or otherwise submitted in the course of any such proceedings (and including the fact that the arbitration is even being conducted) shall be confidential and shall not be disclosed to any third party except to the arbitrator and their staff, the parties' attorneys and their staff and any experts retained by the parties, or as required by law. Notwithstanding the foregoing, a party may disclose limited information if required in any judicial proceeding brought to enforce these arbitration provisions or any award rendered hereunder.

35. **USE OF PERSONAL DATA:** Owner hereby acknowledges that for purposes connected with the Agreement, including compliance with this Agreement and Company's legal and regulatory obligations in the normal course of a production (for example, as part of completing customary tax, immigration and insurance documents, and other customary start paperwork), Company may collect, use, and otherwise process certain individually identifiable information about Owner, Owner's relatives and associates (in the event such individuals are designated as emergency contacts or beneficiaries, for example) provided by Owner, including without limitation personal data such as name, address, email address, government ID, banking and insurance information and sensitive personal data such as race or ethnic origin, health conditions (in the event Company requires medical records or an exam in connection with the production),

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criminal convictions and history (in the event Company requires a background check in accordance with its policies), and trade union information (collectively "**Personal Data**"). Owner further acknowledges that the processing of Personal Data may involve transfer or disclosure to Company's affiliated companies, Company's employees and agents, and to third parties, including without limitation, third party service providers, external advisors, government agencies, regulators and authorities, courts and other tribunals and other persons connected with Company and/or the Production and that such transfer may be to countries that may not provide a level of protection to Personal Data equivalent to that provided by Owner's home country, but in such instances Company shall use reasonable endeavors to have in place adequate measures to ensure the security of the Personal Data. To ensure that the Personal Data remains as accurate as possible, Owner hereby agrees to inform Company as soon as reasonably practicable of any changes thereto. Owner also represents and warrants that Owner is authorized to disclose Personal Data to Company. Company hereby informs Owner that Owner may have certain rights in respect of Personal Data (such as access, rectification and portability) and that further information about these rights and Company's processing of personal data generally can be obtained upon request from Company.

36. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original and all of which taken together shall constitute one and the same instrument. Scanned and electronic signatures provided hereto will be deemed original for all purposes hereunder, provided Company reserves the right to require Owner to provide original and/or notarized signatures (e.g., for government filings).

37. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and replaces any and all prior agreements, understandings and representations, whether written or oral, relating in any way to the subject matter hereof. This Agreement may not be modified except by a written instrument signed by the parties.

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto have executed and delivered this Agreement as of the Effective Date.

AGREED AND ACCEPTED:

VILLAGE ROADSHOW PRODUCTIONS INC.

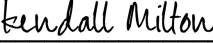
By: \_\_\_\_\_

Its: \_\_\_\_\_

ACCEPTED AND AGREED:

DocuSigned by:  
  
 LILY DREW DEWEILER

ACCEPTED AND AGREED:

DocuSigned by:  
  
 KENDALL MILTON

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**EXHIBIT "A"**  
**SHORT-FORM OPTION**

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, Kendall Milton and Lily Drew Detweiler (individually and collectively referred to herein as "**Owner**"), hereby grant to Village Roadshow Productions Inc. ("**Company**"), its successors and assigns, the sole and exclusive option to acquire all right, title and interest in and to that certain work of authorship ("**Property**") described as follows:

TITLE: "Dad Band"

AUTHOR: Kendall Milton and Lily Drew Detweiler

COPYRIGHT REGISTRATION NO.: \_\_\_\_\_

The Property includes but is not limited to: (i) all contents; (ii) all past, present and future adaptations and versions; (iii) the title, characters and theme; and (iv) the copyright and all renewals and extensions of copyright.

This instrument is executed in accordance with and is subject to that certain Option/Purchase Agreement ("**Agreement**") between the undersigned and Company dated as of January 26, 2023 ("**Agreement Date**"), relating to the option granted to Company to purchase the above-mentioned rights in the Property, which rights are more fully described in the Agreement. In the event of any conflict between this Short-Form Option and the Agreement, the Agreement shall control.

IN WITNESS WHEREOF, the undersigned has executed this Short-Form Option as of the Agreement Date.

DocuSigned by:  
  
\_\_\_\_\_  
LILY DREW DETWEILER

DocuSigned by:  
  
\_\_\_\_\_  
KENDALL MILTON

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document:

Title or Type of Document: Short-Form Option

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

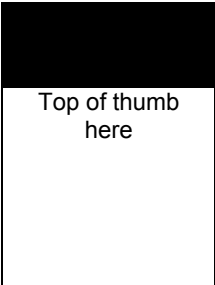
Capacity(ies) Claimed By Signer(s): \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
Individual \_\_\_\_\_  
Corporate Officer(s) -- Title(s): \_\_\_\_\_  
Partner -- Limited General  
Attorney-in-fact

Signer's Name: \_\_\_\_\_  
Individual \_\_\_\_\_  
Corporate Officer(s) -- Title(s): \_\_\_\_\_  
Partner -- Limited General  
Attorney-in-fact

Trustee  
Guardian or Conservator  
Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Trustee  
Guardian or Conservator  
Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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EXHIBIT "B"  
SHORT-FORM ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Kendall Milton and Lily Drew Detweiler (individually and collectively referred to herein as "**Assignor**"), as of \_\_\_\_\_, 20\_\_\_\_, sells and assigns to Village Roadshow Productions Inc. ("**Assignee**"), its successors and assigns, in perpetuity and throughout the universe, all right, title and interest in and to that certain work of authorship ("**Property**") described as follows:

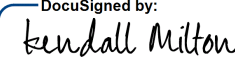
TITLE: "Dad Band"  
AUTHOR: Kendall Milton and Lily Drew Detweiler  
COPYRIGHT REGISTRATION NO.: \_\_\_\_\_

The Property includes but is not limited to: (i) all contents; (ii) all past, present and future adaptations and versions; (iii) the title, characters and theme; and (iv) the copyright and all renewals and extensions of copyright.

This Assignment is executed in accordance with and is subject to that certain Option/Purchase Agreement ("**Agreement**") between the Assignor and Assignee dated as of January 23, 2023, relating to the sale and assignment to Assignee of the above-mentioned rights in the Property, which rights are more fully described in the Agreement. In the event of any conflict between this Short-Form Assignment and the Agreement, the Agreement shall control.

IN WITNESS WHEREOF, the undersigned has executed this Short-Form Assignment on the date indicated above.

DocuSigned by:  
  
\_\_\_\_\_  
LILY DREW DETWEILER

DocuSigned by:  
  
\_\_\_\_\_  
KENDALL MILTON



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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document:

Title or Type of Document: Short-Form Assignment

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

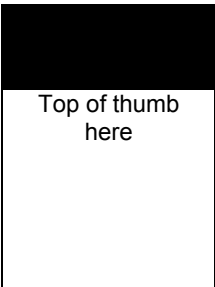
Capacity(ies) Claimed By Signer(s): \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
Individual \_\_\_\_\_  
Corporate Officer(s) -- Title(s): \_\_\_\_\_  
Partner -- Limited General  
Attorney-in-fact

Signer's Name: \_\_\_\_\_  
Individual \_\_\_\_\_  
Corporate Officer(s) -- Title(s): \_\_\_\_\_  
Partner -- Limited General  
Attorney-in-fact

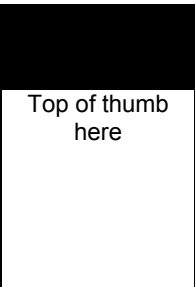
Trustee  
Guardian or Conservator  
Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Trustee  
Guardian or Conservator  
Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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**EXHIBIT "C"**

**ANNOTATION GUIDE**

Annotated property should contain for each element, whether an event, setting, character or section of dialogue within a scene, notes in the margin which provide the following information:

1. Characters: For each character:

- (a) Whether the character is real, fictional or composite.
- (b) For real characters, whether the actual person is living or dead (if living, whether a release has been signed), and whether the name has been changed.
- (c) For composite characters, the name(s) of actual person(s) on whom the composite character is based, and what characteristics can be attributed to such actual person(s).

2. Scene Notations: For each element:

- (a) Whether it presents or portrays fact, fiction or fiction which is a product of inference from fact.
- (b) If fact or a product of inference from fact, the source material therefor, such as:
  - (i) For books: title, author and page(s).
  - (ii) For newspaper or magazine articles: date, page and column.
  - (iii) For interviews: whether notes or tapes exist and, if so, a page or tape reference, and the participants.
  - (iv) For trial or deposition transcripts: the court or other forum, date, person testifying, and transcript page number.
  - (v) Any other source.

3. To the extent possible, multiple sources should be identified for each element. Descriptive annotation notes are helpful (e.g., the setting is a restaurant because John Smith usually had business meetings in restaurants when visiting New York - Los Angeles Times; August 30, 1993, p.9).

4. If partly fact and partly fiction, indicate what parts are fact and what parts are fiction. For factual parts, describe source material as specified in Paragraph 2(b) above.

Copies of all materials referenced pursuant to Paragraph 2(b) above should be retained for no less than five (5) years for review by Company and cross-indexed by reference to page and scene numbers. If notations are coded to avoid repeated references, a key to such coding must be separately provided. Annotation is not required for general elements with no detail (e.g., Int. Apartment. Day. however, a specific address such as 3124 Alvarado Street, Los Angeles, does).

Dad Band/ WGA Kendall & Lily

KT

kendall theekimosisters.com

To: kendallmilton <kendall.milton@gmail.com>

🗑️

↩️ Reply

↩️ Reply all

➡️ Forward

📧

⋮

Wed 11/20/2024 12:04 PM

⋮

↩️ Reply

➡️ Forward

KT

kendall theekimosisters.com

To: Stephen Mosko <stevevosko@me.com>

🗑️

↩️ Reply

↩️ Reply all

➡️ Forward

📧

⋮

Mon 11/21/2022 12:10 PM

You forwarded this message on Wed 11/20/2024 12:23 PM

Hi Steve,

Lily and I spoke with the WGA and they said all we'd need to qualify for the guild on this deal is that the production company listed on our contract is Village Roadshow Productions Inc. (77534443). And because it's a guild signatory company, we'd automatically be paid guild minimums for the deal. So what we need is for business affairs to know we want to be brought into the guild through this deal. That will then secure us the WGA minimums.

Below I have listed the WGA minimums/ maximums for reference. The majority are a matter of a few thousand dollars, except for the rewrite as business affairs is currently saying we'd get \$4,000 per rewrite.

Purchase price - \$54,561 (low) - \$111,694 (high)  
Option - 10% of minimum so \$5,456.1 (low) \$11,169.4 (high)  
Rewrite - \$26,646 (low) \$40,622 (high)

Thank you for helping us out. Grateful for you and your guidance and happy to be working together!

Kendall Milton  
Screenwriter & Actor

