

Fill in this information to identify the case:Debtor Village Roadshow Productions Inc.United States Bankruptcy Court for the: _____ District of Delaware
(State)Case number 25-10492**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?	<u>Lily Drew</u> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? <u>Lily Drew</u> <u>Attn Lily Drew</u> <u>c/o Lily Drew</u> <u>458 N Martel Avenue</u> <u>Los Angeles, CA 90036, United States</u> Contact phone <u>7606888830</u> Contact email <u>lily@lilydrew.com</u> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____

7. How much is the claim? \$ 3666.50 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Goods sold

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature or property:
☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
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.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____



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).

Amount entitled to priority

\$ _____

☐ 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.

\$ _____

* 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.

\$ _____

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 08/27/2025
MM / DD / YYYY

/s/Lily Drew
Signature

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

Name Lily Drew
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

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

Debtor: 25-10492 - Village Roadshow Productions Inc. District: District of Delaware		
Creditor: Lily Drew Attn Lily Drew c/o Lily Drew 458 N Martel Avenue Los Angeles, CA, 90036 United States Phone: 7606888830 Phone 2: Fax: Email: lily@lilydrew.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement: I am submitting this claim delayed because it was sent to my agents and I was not alerted so I had	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Goods sold	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 3666.50	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Lily Drew on 27-Aug-2025 12:00:36 p.m. Pacific Time Title: Company:		

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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.

CONFIDENTIAL / NON-PRECEDENTIAL / NON-CITABLE**12. REVERSION.**

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

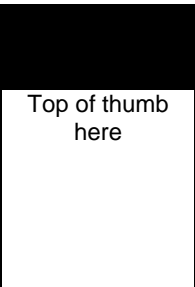
Trustee
Guardian or Conservator
Other: _____

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.: _____

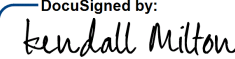
The Property includes but is not limited to: (i) all contents; (ii) all past, present and future adaptations and versions; (iii) the title, characters and theme; and (iv) the copyright and all renewals and extensions of copyright.

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

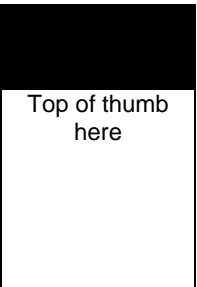
Trustee
Guardian or Conservator
Other: _____

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.