

Dated as of _____, 20__

TERRA FIRMA FILMS, INC.
Bungalow 5164
Universal City Plaza
Universal City, California 91608

Dear Terra Firma Films, Inc.:

This letter sets forth the terms of the agreement ("**Entry Agreement**") between Terra Firma Films, Inc. and/or its designees (collectively, "**You**" and/or "**Your**") and me ("**I**", "**My**" and/or "**Me**") with respect to (a) materials developed and/or written by me in connection with the Emerging Writers Program ("**Developed Property(ies)**"), and/or (b) any other materials, ideas, concepts, properties, screenplays, pitches and/or projects that I originate (or have originated) or that I own, control, acquire or would like to acquire for development and/or production as a feature-length theatrical motion picture ("**Other Property(ies)**") (each Developed Property and Other Property, a "**Property**"), as follows:

1. In consideration of My admission into the Emerging Writers Program, and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I agree that You shall be attached to all Developed Properties and Other Properties as follows:

- a. You shall be exclusively attached to any and all Developed Properties and any and all project(s) based thereon as producers for a period of time commencing as of the date set forth above and continuing in perpetuity ("**Developed Property Attachment Period**").
- b. You shall be attached to any and all Other Properties and any project(s) based thereon as producers for a period of time commencing as of the date set forth above and continuing for a period of one (1) year after My exit from the Emerging Writers Program ("**Other Property Attachment Period**") (the Developed Property Attachment Period and/or the Other Property Attachment Period, as the context requires, the "**Attachment Period**"). If, prior to the end of the Other Property Attachment Period, I am and/or You are in negotiations with a motion picture studio or third-party financier or distributor (each, a "**Third Party**") to enter into an agreement to develop, produce and/or finance any project based on an Other Property, the Other Property Attachment Period shall be automatically extended for an additional period of ninety (90) days or until the conclusion of such negotiations, whichever is later.

2. During the Developed Property Attachment Period, You shall have the sole, exclusive and irrevocable right to represent the Developed Property(ies) and the project(s) based thereon as the producers thereof and to submit the Developed Property(ies) and the project(s) based thereon to Third Parties.

3. During the Other Property Attachment Period, You and I together shall have the sole, exclusive and irrevocable right to represent the Other Property(ies) and the project(s) based thereon, and to submit the Other Property(ies) and the project(s) based thereon to mutually agreed Third Parties. (For the avoidance of doubt, neither party may submit an Other Property to a Third Party without the prior approval of the other party hereto.) I acknowledge that You currently have a

first-look deal with Universal Pictures (“**Universal**”) and I approve of Your submission of all Other Property(ies) and/or project(s) based thereon to Universal prior to submission elsewhere.

4. In the event that a Third Party to whom a Property has been submitted after the date hereof agrees during the Attachment Period (and/or, with respect to Other Properties, within one year thereafter) to finance the development, production, distribution and/or other exploitation of any project based thereon, You and I shall each separately negotiate in good faith the terms of our respective agreements with such Third Party. In this connection, You shall have full and complete approval over Your producing services, as well as the terms and conditions of the agreement(s) for such services. Similarly, I shall have full and complete approval over the disposition of my rights to the Property as well as the terms and conditions of the agreement(s) for said disposition. No party hereto shall have the right to proceed with the development, production, distribution and/or other exploitation of the Property and/or any project based thereon until the other party hereto has given its full and complete approval to the terms and conditions its agreement(s), it being agreed that such approval shall not be unreasonably withheld so as to frustrate the development, production, distribution or other exploitation of the Property and/or any project based thereon. For purposes of clarity, the foregoing provision shall apply to each and every Property and/or project based thereon. I acknowledge and agree that if You withhold approval because the Third Party does not agree to engage You on terms consistent with Your precedent, You shall not be deemed to be acting unreasonably.

5. You and Your assignees may assign this Entry Agreement, in whole or in part, in any manner and to any person, corporation or entity that You shall determine. I shall not have the right to assign this Entry Agreement.

6. I represent and warrant that: (a) I am free to enter into and fully perform this Entry Agreement and to grant the rights to be granted hereunder; (b) any material written and/or otherwise contributed by Me is and shall be wholly original with Me and is not and shall not be in the public domain; (c) neither any Property nor any element thereof will infringe upon or violate the copyright or, to the best of My knowledge in the exercise of reasonable prudence and due diligence, any other rights of any person or entity, including without limitation by means of defamation, libel, slander or violation of any right of privacy or publicity; (d) to the best of My knowledge in the exercise of reasonable prudence and due diligence, there are no liens, encumbrances or adverse claims nor is there pending or threatened litigation or any other proceeding relating to any Property; and (e) I have not and will not enter into any agreements or engage in any activities which will interfere, conflict with or diminish the value of the rights granted to You herein. I hereby agree to indemnify, defend and hold You and Your successors, licensees and assigns harmless from and against all claims, damages, liabilities, demands, losses, costs and expenses, including but not limited to reasonable attorneys' fees and expenses (collectively, "**Claims**"), arising from or relating to any breach of any of My representations, warranties, covenants or agreements hereunder. The provisions of this Paragraph 6 will survive the expiration or termination of this Entry Agreement.

7. All disputes which may arise between You and Me under or with respect to this Entry Agreement and/or my participation in the Emerging Writers Program will be determined solely by arbitration in accordance with the rules of the American Arbitration Association pursuant to the procedures hereinafter set forth: In the event of a dispute, the aggrieved party shall serve upon the other party a notice in writing requiring arbitration and designating the first arbitrator. Within ten (10) business days thereafter the other party shall designate a second arbitrator by notice in writing duly given to the aggrieved party. The two arbitrators thus chosen shall appoint a third arbitrator within five (5) business days thereafter. If the third arbitrator is not appointed within such five (5) business day period, then either party may secure the appointment of a third arbitrator by application to the American Arbitration Association. When appointed, the three (3) arbitrators shall determine the controversy by majority vote, except that if only one (1) arbitrator has been

appointed by the end of the first ten (10) day period mentioned above, then the first arbitrator appointed shall be the sole arbitrator. If any vacancy occurs in the board of arbitrators appointed hereunder by reason of death, resignation, refusal to act, physical incapacity or otherwise, a new arbitrator shall be appointed in the same manner and by the same party by whom the previous incumbent was appointed. The arbitration shall be held in Los Angeles, California. Such determination by the arbitrators or by the sole arbitrator, whatever the case may be, shall be final, binding and conclusive upon the parties hereto and shall be rendered in such form that it may be judicially confirmed under the laws of the State of California.

8. All notices (and payments, if applicable) to You hereunder shall be in writing and shall be given either by personal delivery, telegram, telex or telecopy (toll prepaid), or by registered or certified mail (postage prepaid) to the address indicated above unless You notify Me in writing of a different address. All notices (and payments, if applicable) to Me hereunder shall be in writing and shall be given either by personal delivery, telegram, telex or telecopy (toll prepaid), or by registered or certified mail (postage prepaid) to this address:

_____ unless I notify You in writing of a different address.

9. I agree to execute such further documents (after reasonable opportunity to review the same and comment thereon), not inconsistent herewith, as You may from time to time reasonably deem necessary and desirable to carry out the purposes of this Entry Agreement.

10. This Entry Agreement may not be changed, modified, terminated or discharged except in writing signed by both You and Me. This Entry Agreement, regardless of where executed or performed, shall be construed, interpreted and governed by the laws of the State of California applicable to agreements executed and to be wholly performed therein. It is contemplated that a more formal agreement will be entered into by the parties hereto covering the subject matter hereof, which agreement shall contain such standard terms as are customary in the Los Angeles motion picture industry for agreements of this type, subject to good faith negotiations not inconsistent with the terms specified herein. Unless and until such more formal agreement is

executed, this Entry Agreement shall constitute the final agreement with respect to the subject matter and is a binding contract between You and Me.

Very truly yours,

Print Name

Address

Telephone Number

Social Security Number

Date: _____

ACCEPTED AND AGREED TO:

TERRA FIRMA FILMS, INC.

By: _____

Its: _____