

**NON-PRECEDENTIAL / NO QUOTE**

Please confirm the foregoing as accurately reflecting the agreement and understanding of the parties by signing in the space provided below.

Very truly yours,

WALT DISNEY PICTURES

By: [REDACTED]

Its: [REDACTED]

ACC [REDACTED]

SCA [REDACTED]

By: [REDACTED]

Its: [REDACTED]

Federal I.D. No: [REDACTED]

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Est. 10/10/08; Rev. 10/16/08; Fin. 10/16/08

PLT Def: 804  
Date: 04/11/2022  
Judge: PSA  
Case: CL-2019-0002911

As of October 3, 2008

SCARAMANGA BROS., INC.  
(f/s/o Johnny Depp)  
c/o United Talent Agency  
9560 Wilshire Boulevard  
Beverly Hills, CA 90212  
Attn: Tracey Jacobs

RE: "LONE RANGER" / "PIRATES OF THE CARIBBEAN 4 & 5"/JOHNNY  
DEPP / ACTOR

Ladies and Gentlemen:

This Memorandum of Agreement dated as of October 3, 2008, sets forth the terms of the agreement between WALT DISNEY PICTURES ("WDP") and SCARAMANGA BROS., INC. ("Lender") for the acting services of JOHNNY DEPP ("Artist") in connection with various theatrical motion pictures as more particularly referenced herein. Capitalized terms not defined herein shall have the same meaning as set forth in the Alice Agreement (as defined in Paragraph 1.a., below).

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, WDP, Lender and Artist hereby agree as follows:

1. **Conditions Precedent:** WDP shall have no obligation to perform pursuant to this letter agreement ("Letter Agreement") unless and until:

a. WDP receives an original executed by Lender and Artist of the Agreement ("Alice Agreement") dated as of August 28, 2008, between Bandersnatch Productions, Inc. and Lender for the acting services of Artist in connection with the theatrical motion picture project currently entitled "ALICE IN WONDERLAND," including all exhibits and attachments thereto (in form and substance satisfactory to WDP); and

b. WDP receives an original executed by Lender and Artist of this Letter Agreement (in form and substance acceptable to WDP).

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Est. 10/20/08; Rev. 10/20/08; Rev. 10/20/08; Rev. 10/20/08; Rev. 10/20/08;  
Rev. 10/14/08; Rev. 10/14/08; Rev. 10/14/08

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PLAINTIFF'S TRIAL EXHIBIT 0804\_0003

2. Hold Period; Holding Fee

a. Hold Period. Prior to March 31, 2008 (the "Hold Period") Lender shall cause Artist to: (i) refrain from accepting any other project (either theatrical motion picture, television or otherwise) the schedule of which would conflict with the production schedule of the motion picture project currently entitled "Pirates of the Caribbean 4" ("Pirates 4 Picture") or the motion picture project currently entitled "Lone Ranger" ("Lone Ranger Picture") (collectively and/or individually referred to herein as the context may require as the "Picture") and/or Artist's required services during pre-production of either Picture; and (ii) remain available to render acting services (including, without limitation, services in connection with pre-production (e.g., make-up, tests, pre-records, rehearsals and training)) in connection with the Pictures.

b. Holding Fee. As consideration for Lender complying with the terms and conditions of Paragraph 2.a., above, Lender shall be entitled to receive a flat sum of \$15,000,000 (the "Holding Fee"), which Holding Fee plus an amount equal to interest (calculated at an annual percentage rate of 8%) shall be fully applicable against the fixed compensation which may be otherwise payable to Lender for Artist's services in connection with Artist's next projects for WDP (excluding "Alice in Wonderland") until such time as WDP has fully recouped the Holding Fee, and which Holding Fee shall accrue and become payable to Lender upon satisfaction of the Conditions Precedent set forth in Paragraph 1., above.

c. The parties acknowledge the following schedule of Artist's production services currently contemplated for 2008:

- i. Rango (voice-over only)(Paramount): commencing January or February;
- ii. Rum Diaries (Graham King): commencing March or April;
- iii. Dark Shadows or Warner Bros. substitute picture: commencing early summer; and
- iv. Lone Ranger Picture or Pirates 4 Picture: commencing in the fall.

3. Advance/Second Hold Period.

a. The parties hereto agree to amend or shall cause to be amended, not later than December 31, 2008, the Second Amendment dated as of August 19, 2004 by and between Second Mate Productions, Inc. and Lender for Artist's services in connection with Pirates of the Caribbean II & Pirates of the Caribbean III ("Pirates II & III") to provide an advance ("Advance") in the amount of \$15,000,000 payable to Lender upon the later to occur of: (a) execution by Lender and Artist of such further amendment and (b) October 1, 2009, which Advance shall be applicable

against, recoupable from and deemed payment of the next \$18,000,000 of any contingent payments and/or merchandise royalties payable to Lender or Artist in connection with Pirates II & III.

b. As consideration for such further amendment, prior to October 1, 2009, WDP and Artist shall engage in good faith discussions to determine a reasonable time frame for commencing principal photography for one of the pictures (i.e., "Pirates 4 Picture" and/or "Lone Ranger Picture," as applicable) ("Second Hold Picture") (currently contemplated to have a start date in February or March 2010, subject to adjustment prior to October 1, 2009), and based on such contemplated (or subsequently mutually adjusted) production time frame, Lender shall cause Artist to: (i) refrain from accepting any other project (either theatrical motion picture, television or otherwise) the schedule of which would conflict with the production schedule of the Second Hold Picture and/or Artist's required services during pre-production of the Second Hold Picture; and (ii) remain available to render acting services (including, without limitation, services in connection with pre-production [e.g., make-up, tests, pre-records, rehearsals and training]) in connection with the Second Hold Picture. Producer currently contemplates and shall use good faith efforts to achieve at least a two month period between the conclusion of principal photography on the first Picture hereunder (i.e., Pirates 4 Picture or the Lone Ranger Picture) and the start of principal photography of the second Picture hereunder, subject to release exigencies.

4. Release Blackout. Lender and Artist agree to cause the applicable third party distributor(s) to not release any picture featuring Artist for initial general theatrical distribution (domestic and/or worldwide) during each of the following periods ("Blackout Period(s)"): (a) Labor Day 2010 through and including Christmas 2010 ("First Blackout Period") and (b) Memorial Day 2011 through and including Labor Day 2011 ("Second Blackout Period"); provided WDP's contemplated release schedule has the Picture(s) releasing during such Blackout Periods. In the event a Picture is not scheduled for release during a Blackout Period, WDP shall so notify Lender and Lender may render services in connection with a picture to be released during such Blackout Period and Lender and Artist shall discuss the intended dates for release of such Picture and mutually agree on an appropriate revised Blackout Period based on such intended release date. Notwithstanding anything to the contrary contained herein the parties agree that low budget independent pictures (i.e., a picture produced by an independent production company, mini-major or specialty division of a major film studio, with a budget of less than \$25,000,000) featuring Artist, may be released during such Blackout Periods but Lender and Artist agree to cause the applicable third party distributor(s) to not release such independent picture on a date closer than two (2) months either side of the release date of a Picture hereunder.

5. Lone Ranger Picture. Provided: (a) the Conditions Precedent set forth in Paragraph 1. above have been satisfied; (b) WDP has received an executed long form agreement executed by Lender for Artist to render services in connection with the Lone Ranger Picture (in form and substance acceptable to WDP); and (c) Artist has approved the co-stars, script, locations (subject to Paragraph 7.3 below) and director of such Lone Ranger Picture, then if WDP elects to proceed with production of the Lone Ranger Picture, Lender shall be entitled to receive the following:

5.1 Fixed Compensation. \$20,000,000

5.2 Merchandise Advance. \$1,000,000, which is fully applicable against and recoupable by WDP from any merchandise royalties payable to Lender or Artist in connection with the Lone Ranger Picture. If WDP estimates, in its sole good faith business judgment, that such merchandise royalties will not be sufficient to earn out the advance, then the merchandise advance shall be fully applicable against and recoupable by WDP from the Lone Ranger Picture contingent payments, Pirates 4 Picture fixed compensation and/or contingent payments payable to Lender and from any merchandise royalties and/or contingent payments payable to Lender in connection with "Alice in Wonderland."

5.3 Box Office Bonus(es). As and to the extent Lender is entitled to receive fifty percent (50%) of one hundred percent (100%) of the Participation Pool (as defined in Paragraph 5.4 below):

a. \$2,000,000 at such time, if ever, that the Lone Ranger Picture has earned either: (a) domestic box office gross receipts ("DBO") equal to or in excess of the "Negative Cost" ("IBO"); or (b) worldwide box office gross receipts ("WWBO") equal to or in excess of two (2) times the IBO level ("IWBO") (whichever occurs first);

b. The additional flat sum of \$2,000,000 at such time, if ever, that Lone Ranger Picture has earned either: (a) DBO equal to or in excess of IBO plus \$25,000,000 or (b) WWBO equal to or in excess of IWBO plus \$50,000,000 (whichever occurs first);

c. The additional flat sum of \$3,000,000 at such time, if ever, that Lone Ranger Picture has earned either: (a) DBO equal to or in excess of the IBO plus \$50,000,000 or (b) WWBO equal to or in excess of the IWBO plus \$100,000,000 (whichever occurs first);

d. The additional flat sum of \$3,000,000 at such time, if ever, that Lone Ranger Picture has earned either: (a) DBO equal to or in excess of the IBO plus \$75,000,000 or (b) WWBO equal to or in

excess of the IWBO plus \$150,000,000 (whichever occurs first); and

e. The additional flat sum of \$3,125,000 at such time, if ever, that Lone Ranger Picture has earned either: (a) DBO equal to or in excess of the IBO plus \$100,000,000 or (b) WWBO equal to or in excess of the IWBO plus \$200,000,000 (whichever occurs first).

f. Notwithstanding the foregoing, as and to the extent Lender is entitled to receive less than fifty percent (50%) of one hundred percent (100%) of the Participation Pool, then the amount of each Box Office Bonus set forth in subparagraphs 5.3. (a) - (e) shall be reduced on a proportionate basis [by way of example only, if Lender is entitled to receive 40% of 100% of the Participation Pool, then the amount of each Box Office Bonus shall be 80% of the payment amounts set forth above; provided, however, the box office levels shall remain the same. In other words, the first Box Office Bonus set forth in 5.3.a. would be \$1,600,000 in lieu of \$2,000,000].

g. In accordance with Pirates II & III, all bonuses, deferrals, direct ancillary royalties and/or advances payable prior to Start Point in connection with the Picture shall be added to and included in the Cost of Production.

5.4. **Participation Pool:** Lender's share of the participation pool in connection with the Lone Ranger Picture ("LR Participation Pool") shall be calculated, accounted and paid as set forth below:

a. **Participation Pool:** 50% of 100% of the Participation Adjusted Defined Receipts (which percentage shall include Lender's share of such LR Participation Pool as set forth below), if any, of the Lone Ranger Picture in excess of and accruing after Start Point, if ever, reducible to 35% of 100% of the Participation Adjusted Defined Receipts upon the Lone Ranger Picture achieving Lender's Standard Compensation Point, if ever.

b. Artist's share of the LR Participation Pool shall be calculated based on the proportion Artist's Standard Contingent Payment (as defined below) bears to the total amount of Adjusted Defined Receipts all pool participants are deemed to receive based on their so-called standard contingent payments in connection with the Lone Ranger Picture, subject to a so-called "catch up provision" as utilized in connection with Pirates II & III.

c. Artist's Standard Contingent Payment shall be deemed twenty percent (20%) of one-hundred percent (100%) of the

Adjusted Defined Receipts, if any of the Lone Ranger Picture, which amount shall be fully applicable against and recoupable by WDP from the Fixed Compensation of \$20,000,000 set forth in Paragraph 5.1 above, the Merchandise Advance of \$1,000,000 set forth in Paragraph 5.2 above, and the Box Office Bonuses earned pursuant to Paragraph 5.3 above.

5.5 Credit. Artist's credit shall be in first position of all cast credits; provided, however, if Artist portrays the role of "Tonto," then at such time that Artist exercises Artist's co-star approval rights Artist will give good faith consideration to accepting credit in second position to the actor portraying the role of the Lone Ranger if such cast member has previously received a first position credit in connection with another motion picture financed and distributed by a so-called "major" motion picture company.

5.6 Merchandise Royalty: the merchandise royalty shall be as set forth in Paragraph 3.22.b. of the agreement dated as of August 7, 2002 for Artist's services in connection with "Pirates of the Caribbean - the Curse of the Black Pearl" ("Pirates I") except in lieu of the 35% administration fee set forth in Paragraph 3.22.c, the applicable administration fee shall be 25%. All other terms with respect to merchandise shall be as set forth in Paragraph 3.23 of the Alice Agreement (but excluding Paragraph 3 of the side letter thereto).

6. Pirates 4 Picture and Pirates 5 Picture: Provided: (a) the Conditions Precedent set forth in Paragraph 1 above have been satisfied; (b) WDP has received a long form agreement executed by Lender for Artist to render services in connection with the Pirates 4 Picture (in form and substance acceptable to WDP); and (c) Artist has approved the co-stars, script, locations (subject to Paragraph 7.3 below) and director of such Pirates 4 Picture, then if WDP elects to proceed with production of the Pirates 4 Picture, Lender shall be entitled to receive the following:

6.1 Fixed Compensation: \$25,000,000

6.2 Merchandise Advance: \$10,000,000; in consideration of the foregoing, the parties agree as follows: (a) Artist and Lender agree to defer payment of merchandise royalties for use of Artist's name, voice and likeness pursuant to Paragraph 6.6 below until such time as the Picture has achieved Start Point; (b) such Merchandise Advance shall not be applicable against and recoupable by WDP from any merchandise royalties payable to Lender or Artist in connection with the Pirates 4 Picture; and (c) such Merchandise Advance is fully applicable against and recoupable by WDP from any contingent payment for purposes of calculating the Standard Contingent Payment as set forth in Paragraph 6.4 below.

ES:Pepe Clean Film Lone Ranger Admin Docs, Jerry Agreement Lender Forward.doc  
Ed. 10/3/02; Rev. 10/3/02; Rev. 10/3/02; Rev. 10/10/02; Rev. 10/14/02;  
Rev. 10/14/02; Rev. 10/14/02; Fin. 10/14/02

**6.3 Box Office Bonus(es):**

a. \$5,000,000 at such time, if ever, that the Pirates 4 Picture has earned DBO equal to or in excess of two (2) times the "Negative Cost" (as defined below) ("Initial DBO Threshold") or (ii) WWBO equal to or in excess of an amount equal to 225% of the Initial DBO Threshold; and

b. The additional flat sum of \$5,000,000 at such time, if ever, that Pirates 4 Picture has earned DBO equal to or in excess of three (3) times the Negative Cost ("Second DBO Threshold") or (ii) WWBO equal to or in excess of an amount equal to 225% of the Second DBO Threshold.

c. The Box Office Bonuses set forth in subparagraphs 6.3. (a) and (b) above shall be deemed an advance, and shall be applicable against and recoupable by WDP from the contingent payment(s) set forth in Paragraph 6.4, below.

d. In accordance with Pirates II & III, all bonuses, deferrals, direct ancillary royalties, and/or advances payable prior to Start Point in connection with the Picture shall be added to and included in the Cost of Production.

**6.4 Participation Pool.** Lender's share of the Participation Pool in connection with the Pirates 4 Picture ("P4 Participation Pool") shall be calculated, accounted and paid as set forth in Paragraph 5.4. above with the following modification:

a. Artist's Standard Contingent Payment shall be an amount equal to twenty-five percent (25%) of one-hundred percent (100%) of the "Adjusted Defined Receipts", if any, of the Pirates 4 Picture, which amount shall be fully applicable against and recoupable by WDP from the Pirates 4 Fixed Compensation of \$25,000,000 set forth in Paragraph 6.1. above, the Merchandise Advance of \$10,000,000 set forth in Paragraph 6.2. above, and the Box Office Bonuses earned pursuant to Paragraph 6.3. above.

**6.5. Credit.** Artist's credit shall be in first position of all cast credits.

**6.6 Merchandise.** The merchandising provisions shall be as set forth in Paragraph 3.23 of the Alice Agreement (but excluding Paragraph 3 of the side letter thereto), provided, however, the merchandise royalty shall accrue and become payable (retroactive to the "first dollar" of Net



Merchandising/Publishing Income, if any, and on a prospective basis) at such time as the Picture first achieves Start Point, if ever.

6.7 In connection with Pirates 4 Picture and Pirates 5 Picture, the parties acknowledge and agree that with respect to Artist's living accommodations in the Bahamas or in the Caribbean Islands, WDP shall provide a yacht for Artist's use commensurate in size, condition and cost with the yacht Artist received while on location in the Caribbean Islands or other island based location in connection with Pirates II & III or, alternatively, reimburse Artist for the reasonable cost of using Artist's yacht, in an amount to be negotiated in good faith.

6.A. Pirates 5 Picture. Unless specified otherwise below, all of the terms with respect to the motion picture Pirates of the Caribbean 5 ("Pirates 5 Picture") shall be the same as the terms with respect to the Pirates 4 Picture. Following the initial theatrical domestic release of Pirates 4 Picture, WDP and Artist will agree in good faith on an intended start date for principal photography of the Pirates 5 Picture. Lender shall hold Artist available to render services in connection with the Pirates 5 Picture (with the understanding that Lender, Artist and WDP will in good faith aim for commencement of principal photography of the Pirates 5 Picture not earlier than two years after the initial theatrical domestic release of the Pirates 4 Picture.)

7. General Terms Applicable to All Pictures. The following terms and conditions shall apply to Lender's engagement and Artist's services on the motion picture projects Pirates 4 Picture, Pirates 5 Picture and Lone Ranger Picture (referred to herein as the "Picture" unless otherwise noted).

7.1 "Negative Cost" as referenced herein shall be defined as an amount equal to the sum of the following: (i) the Cost of Production of the applicable Picture as set forth in Paragraph 1.5 of Schedule 1 of WDP's Exhibit "CB" (excluding the last three sentences of Paragraph 1.5) attached hereto and incorporated herein; (ii) fifteen percent (15%) of the Cost of Production as set forth in Paragraph D. of WDP's Exhibit "CB" (the "15% Charge"); and (iii) the funding charge set forth in Paragraph C. of WDP's Exhibit "CB" (the "Funding Charge"); provided, however, with respect to any reference herein to a multiple of the Negative Cost of the applicable Picture, the applicable multiplier shall be applied only to the Cost of Production and not to the 15% Charge or the Funding Charge, which shall be included only once. By way of example only, and without limiting the foregoing, "two (2) times Negative Cost" shall be calculated as an amount equal to the sum of the following: a) two (2) times the Cost of Production; b) an amount equal to the 15% Charge; and c) an amount equal to the Funding Charge.

7.2. Commercial Tie-Ins. The commercial tie-in provisions shall be as set forth in Paragraph 3.24 of the Alice Agreement (but excluding the pre-approved categories set forth in Paragraph 3.24.a which shall not apply to the Pictures).

7.3. Location Approval. WDP and Artist shall have the right to mutually approve any location where Artist is required to render services in connection with principal photography and reshoots of the Picture; provided, however, Artist hereby pre-approves any location in the following territories: United States, Western Canada, Mexico, England; the Caribbean.

7.4. Working Conditions. The working conditions set forth in Paragraph 3.21 of the Alice Agreement shall apply with respect to Artist's services in connection with principal photography and reshoots of each Picture.

7.5. Post-Production Days. Artist shall provide up to fifteen (15) so-called "free" post-production days consistent with Pirates II & III.

7.6. Perquisites. Artist shall be provided a perquisite package (e.g., transportation, per diem, accommodations, personnel) on each Picture consistent with the perquisites provided on Pirates II & III. Notwithstanding the foregoing, the yacht (and the cost thereof) set forth in Paragraph 6.8 above shall not be taken into consideration for filming in land based locations.

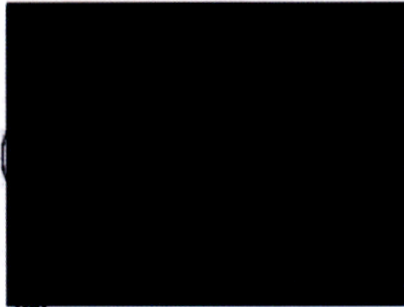
8. All other terms shall be those customarily contained in WDP's agreements of this type, subject to those changes made in writing following good faith negotiations within WDP's customary parameters, giving good faith consideration to Artist's stature and precedent within the motion picture industry. In the event a long form agreement is not completed prior to commencement of principal photography of the applicable Picture, the parties hereto agree that, other than the terms and conditions specifically set forth herein, the terms and conditions of the Alice Agreement, and all exhibits and riders thereto, shall apply to the applicable Picture and shall be deemed incorporated herein by this reference.

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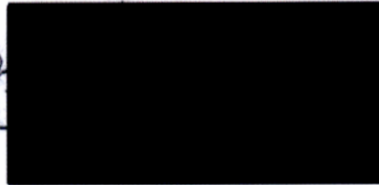
Please confirm the foregoing as accurately reflecting the agreement and understanding of the parties by signing in the space provided below.

Very truly yours,

WALT DISNEY PICTURES



By:  
Its:



Its:

Federal I.D. No.: [Redacted]



WALT DISNEY Studios  
Motion Picture Production

April 23, 2010

**ELECTRONIC TRANSMISSION**

Bloom, Hergott, Diemer, Rosenthal,  
LaViolette, Feldman & Goodman, LLP  
150 South Rodeo Drive, Third Floor  
Beverly Hills, CA 90212  
Attn: Michael Schenkman, Esq.

**Re: "PIRATES of the CARIBBEAN: ON STRANGER TIDES" – JOHNNY DEPP /  
ACTOR / AMENDMENT**

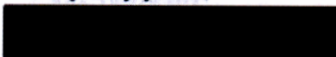
Dear Michael:

Please find enclosed a copy of the amendment (the "Amendment") dated as of April 22, 2010 which amends that certain letter agreement and the side letter thereto (collectively, the "Multi-Picture Agreement") dated as of October 3, 2008, as amended as of May 13, 2009 (the "Multi-Picture Dates Amendment") between Walt Disney Pictures and Scaramanga Bros., Inc. ("Lender") for the acting services of Johnny Depp ("Artist") in connection with the above-referenced project. Also included is (i) a copy of the Film Clip Side Letter dated as of April 23, 2010 between Producer and Lender for the acting services of Artist in connection with the above-referenced project; and (ii) a copy of the State of Hawaii Tax Advisory notice in connection with the above-referenced project.

I am simultaneously circulating this draft internally to my colleagues, and so reserve their right to make corrections or additional comments.

Once you have had the opportunity to review the attached Agreement, please contact me to discuss your comments. I may be reached at (818) 560-7946.

Very truly yours,

  
Robert Faulkner

RF/sh

Enclosures

cc: Jake Bloom, Esq., Tracy Jacobs, Doug Carter, Paige Olson

As of April 23, 2010

SCARAMANGA BROS., INC.  
(f/s/o Johnny Depp)  
c/o United Talent Agency  
9560 Wilshire Boulevard  
Beverly Hills, CA 90212  
Attn: Tracey Jacobs

Re: LONE RANGER / PIRATES OF THE CARIBBEAN 4 & 5 / JOHNNY  
DEPP / ACTOR / PIRATES 4 AMENDMENT / FILM CLIPS

Ladies and Gentlemen:

Reference is hereby made to: (a) that certain letter agreement and side letter thereto (collectively, the "Multi-Picture Agreement") dated as of October 3, 2008 between Walt Disney Pictures ("WDP") and SCARAMANGA BROS., INC. ("Lender"), as amended as of May 13, 2009 for the acting services of JOHNNY DEPP ("Artist") in connection with The Lone Ranger Picture, the Pirates 4 Picture and the Pirates 5 Picture, as more particularly described therein; (b) the amendment thereto dated as of April 22, 2010 (the "Pirates 4 Amendment"); and (c) that certain agreement (the "Alice Agreement") dated as of August 28, 2008, between Bandersnatch Productions, Inc. and Lender for the acting services of Artist in connection with the motion picture entitled "Alice in Wonderland."

Without limiting any of WDP's rights set forth in the Multi-Picture Agreement and/or the Pirates 4 Amendment and/or the Alice Agreement, the following shall confirm the terms of the agreement between the parties with respect to WDP's right to use Artist's name, voice and/or "in character" likeness as they appear in film clips from the Pirates 4 Picture in connection with third party commercial tie-ins, merchandise and theme parks for the Pirates 4 Picture:

1. Commercial Tie-ins: For and in consideration of the applicable minimum compensation, if any, payable to Artist therefor pursuant to the applicable Screen Actors Guild Basic Agreement ("SAG Agreement"), during the period commencing eight (8) weeks prior to the initial theatrical release of the Pirates 4 Picture (in each territory) and continuing for twelve (12) weeks thereafter and during the period commencing eight (8) weeks prior to the initial release of the Pirates 4 Picture on DVD and videocassette (in each territory) and continuing for twelve (12) weeks thereafter (the "Commercial Tie-In Periods"), WDP shall have the unlimited right to use Artist's name, voice, and/or "in character" likeness (subject to Artist's still and likeness approval rights set forth in Paragraphs 3.30 and 3.31, respectively, of the Alice Agreement) as they appear in film clips from the Pirates 4 Picture in connection with any third party commercial tie-in for the Pirates 4 Picture subject to the rights and obligations of the parties as more particularly set forth in Paragraph 3.24 of the Alice Agreement. WDP

S:\Robert Faulkner\FILMS\Pirates of the Caribbean - On Stranger Tides\Actors\Depp\Agmt\Pirates 4 - Depp Amendment Film Clip Side Letter v.1.doc  
Est. 04/23/10

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PLAINTIFF'S TRIAL EXHIBIT 0804\_0014

shall not use Artist's name, voice and/or likeness as they appear in film clips from the Picture in connection with any commercial tie-in for the Pirates 4 Picture involving weapons, personal hygiene products (provided that products marketed to children such as soap and bubble bath are not considered personal hygiene products), undergarments (excluding t-shirts), tobacco, pharmaceuticals (such as over-the-counter and prescription drugs), political causes, gambling (but not the Pirates 4 Picture related promotional contests or sweepstakes, but specifically excluding lotteries) or alcohol without Lender's or Artist's prior written approval; and provided further that Artist is not depicted as personally endorsing any product or service.

2. Theme Parks. For and in consideration of the applicable minimum compensation, if any, payable to Artist therefor pursuant to the applicable SAG Agreement, Lender and Artist grant to WDP the right, during the period commencing thirty (30) days prior to the initial theatrical release of the Pirates 4 Picture and continuing for ninety (90) days thereafter and during the period commencing thirty (30) days prior to the initial release of the Pirates 4 Picture on DVD and videocassette and continuing for ninety (90) days thereafter, and during the periods commencing thirty (30) days prior to the opening of any new "Attraction" (as defined below) which includes the Jack Sparrow character as portrayed by Artist and/or the reopening of any Attraction after it has been altered to incorporate elements from the Pirates 4 Picture (including the Jack Sparrow character as portrayed by Artist) and continuing for ninety (90) days thereafter (as applicable) (the "Theme Park Periods"), to use Artist's name, voice (and/or simulation thereof subject to Paragraph 3.23.a of the Alice Agreement) and/or "in character" likeness (approved pursuant to Paragraphs 3.30, 3.31 and 3.33 of the Alice Agreement) as they appear in film clips from the Pirates 4 Picture in connection with the Attractions and/or any "Theme Park" (as defined below) and any advertising, promotion and/or publicity thereof. Notwithstanding the foregoing, if there is a gap of forty-five (45) days or less (the "Window Gap Period") between the 30/90 day window period around the initial theatrical release of the Pirates 4 Picture and the 30/90 day window period around the initial release of the Pirates 4 Picture on DVD and videocassette, then the parties acknowledge and agree that, in addition to the individual 30/90 windows in connection with: (i) the initial release of the DVD and videocassette of the Pirates 4 Picture; and (ii) the opening and/or reopening of any Attraction, the window period in connection with the initial theatrical release of the Pirates 4 Picture shall automatically extend for an amount of days equal to the Window Gap Period. During all other times (i.e., other than during the Theme Park Periods), WDP shall have the right to use Artist's name, voice (and/or simulation thereof subject to Paragraph 3.23.a of the Alice Agreement) and/or "in character" likeness (approved pursuant to Paragraphs 3.30, 3.31 and 3.33 of the Alice Agreement) as they appear in film clips from the Pirates 4 Picture in connection with the Attractions and/or any Theme Park and, to the extent Artist's name, voice or "in character" likeness is used in connection with the Attractions and/or any Theme Park, in any advertising, promotion and/or publicity thereof at the Theme Parks and any surrounding resort property that is directly or indirectly owned, operated, licensed or controlled by The Walt Disney Company, its subsidiaries or affiliates (a "Resort") (e.g., in closed circuit television at the Resort hotels). Notwithstanding anything to the contrary set forth above, the foregoing rights

shall be subject to the following: (a) Artist's name, voice (and/or simulation thereof subject to Paragraph 3.23 a of the Alice Agreement) or "in character" likeness (approved pursuant to Paragraphs 3.30, 3.31 and 3.33 of the Alice Agreement) as they appear in film clips from the Pirates 4 Picture shall not be used separate from the Attractions in any advertising, publicity or promotion of any Theme Park; b) WDP shall not use Artist's name in the title of any Attraction (i.e., an Attraction shall not be entitled "Johnny Depp's Pirates of the Caribbean"); and (c) in the event that all versions of the "Pirates of the Caribbean" attractions ("the Attractions") in Theme Parks are permanently closed (i.e., as opposed to temporarily closed for refurbishing, renovating and/or upgrading), then such foregoing rights of WDP shall terminate. As used herein, the term "Theme Park" shall mean and include amusement parks and is any existing and/or future large, gated area for which an admission is charged, the primary business of which is offering rides and/or similar amusement devices, and cruise ships (subject to 5.2 of the Alice Agreement), now or hereafter directly or indirectly owned, operated, licensed or controlled by The Walt Disney Company, its subsidiaries or affiliates, including, without limitation, Disneyland, Magic Kingdom, Disney/MGM Studios, Epcot, Disney's Animal Kingdom, Walt Disney Studios (at Disneyland Resort Paris), Disneyland Paris, Disneyland Tokyo, Tokyo Disney Seas, and Disney's California Adventure.

3. Ancillary Reuses: For and in consideration of the applicable required minimum compensation, if any, payable to Artist pursuant to the applicable SAG Agreement, and subject to Artist's approval rights and merchandise royalty (as more particularly set forth in Paragraph 3.23 of the Alice Agreement as amended by the Side Letter), WDP shall have the unlimited right to use Artist's name, voice (and/or simulation thereof subject to Paragraph 3.23.a of the Alice Agreement) and/or "in character" likeness (approved pursuant to Paragraphs 3.30 and 3.31 of the Alice Agreement) as they appear in film clips from the Pirates 4 Picture in uses ancillary to the Pirates 4 Picture, provided that WDP shall not use Artist's name, voice or likeness in connection with merchandising involving weapons, personal hygiene products (provided that products marketed to children such as soap and bubble bath are not considered personal hygiene products), undergarments (excluding t-shirts), tobacco, pharmaceuticals (such as over-the-counter and prescription drugs), political causes, gambling (but not Pirates 4 Picture related promotional contests or sweepstakes, but specifically excluding lotteries) or alcohol without Lender's or Artist's prior written approval; and provided further that Artist is not depicted as personally endorsing any product or service.

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Please confirm the foregoing as accurately reflecting the agreement and understanding of the parties by signing in the space provided below.

Very truly yours,

WALT DISNEY PICTURES

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

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

ACCEPTED AND AGREED:

SCARAMANGA BROS., INC.

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

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

Federal I.D. No.: [REDACTED]



As of April 22, 2010

SCARAMANGA BROS., INC.  
(f/s/o Johnny Depp)  
c/o United Talent Agency  
9560 Wilshire Boulevard  
Beverly Hills, CA 90212  
Attn: Tracy Jacobs

Re: "LONE RANGER" / "PIRATES OF THE CARIBBEAN 4 & 5" / JOHNNY  
DEPP / ACTOR / PIRATES 4 AMENDMENT

Ladies and Gentlemen:

Reference is hereby made to:

a. that certain letter agreement (the "Multi-Picture Agreement") and side letter thereto (the "Multi-Picture Side Letter") dated as of October 3, 2008 between Walt Disney Pictures ("WDP") and SCARAMANGA BROS., INC. ("Lender"), as amended as of May 13, 2009 (the "Multi-Picture Dates Amendment"), for the acting services of JOHNNY DEPP ("Artist") in connection with The Lone Ranger Picture, the Pirates 4 Picture and the Pirates 5 Picture, as more particularly described therein;

b. that certain agreement (the "Alice Agreement") and side letter thereto (the "Alice Side Letter") dated as of August 28, 2008, between Bandersnatch Productions, Inc. and Lender, as amended by the unsigned letter agreement dated as of August 28, 2008 (the "Technicolor Amendment"); as further amended as of October 11, 2008 (the "Alice Film Clip Amendment"), for the acting services of Artist in connection with the theatrical motion picture project entitled "Alice in Wonderland" ("Alice"); and

c. that certain agreement (the "Pirates I Agreement") and side letter thereto (the "Pirates I Side Letter") dated as of August 7, 2002, between First Mate Productions, Inc. ("First Mate") and Lender for the acting services of Artist in connection with the theatrical motion picture project ultimately entitled "Pirates of the Caribbean: The Curse of the Black Pearl" ("Pirates I"); as amended as of October 4, 2002; as further amended as of August 19, 2004 between Second Mate Productions (successor in interest to First Mate) and Lender in connection with the motion pictures ultimately entitled "Pirates of the Caribbean: Dead Man's Chest" ("Pirates II") and "Pirates of the Caribbean: At World's End" ("Pirates III") (the "Pirates II and III Amendment"); as further amended as of January 26, 2005; as further amended as of March 11, 2005.

S:\Robert Faulkner\FILMS\Pirates of the Caribbean - On Stranger Tides\Adams\Depp\Agmt\Pirates 4 Depp Amendment v. 1.doc  
Est. 4/23/10

CONFIDENTIAL

DEPP00043267

PLAINTIFF'S TRIAL EXHIBIT 0804\_0018

Whereas the parties desire to amend the Multi-Picture Agreement solely as it applies to the Pirates 4 Picture, now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Controlling Agreements.** Reference is made to Paragraph 8 of the Multi-Picture Agreement. In lieu of completing a long-form agreement in connection with the Pirates 4 Picture, the parties agree that, except as specifically modified by this Pirates 4 Amendment, the terms and conditions of (a) the Multi-Picture Agreement, as amended, and (b) the Alice Agreement and all exhibits, side letters, attachments, amendments (including the unsigned Technicolor Amendment) and riders thereto (excepting only those terms and conditions applicable to the Pirates 4 Picture specifically set forth in the Multi-Picture Agreement, as amended) shall govern Lender's engagement and Artist's employment in connection with the Pirates 4 Picture.

2. **Conforming Amendments.** Except as set forth below, Alice-specific terms in the "Alice Agreement" (e.g., "Alice in Wonderland," "Mad Hatter," "Alice Picture Merchandise," "Disney Alice Properties," "Johnny Depp's Alice in Wonderland," etc.) are deemed to have their natural counterpart meanings in connection with the Pirates 4 Picture (e.g., "Pirates of the Caribbean: On Stranger Tides," "Jack Sparrow," "Pirates 4 Picture Merchandise," "Disney Pirates Properties," "Johnny Depp's Pirates of the Caribbean," etc.). Notwithstanding the foregoing, the term "Mad Hatter Merchandise" shall be deemed to refer to merchandise subject to the royalty set forth in Paragraph 3.23.c of the Alice Agreement. All references in the Alice Agreement, as amended, to "Producer" shall be deemed to refer to WDP or its designated producing entity(ies) in connection with the Pirates 4 Picture. The term "Picture" in the Alice Agreement, as amended, shall be deemed to refer to the Pirates 4 Picture, which the parties acknowledge is based on and derived from (a) the Disneyland and other Disney theme park attractions entitled "Pirates of the Caribbean", and (b) the Pirates I, Pirates II and Pirates III motion pictures and their derivative works.

3. **Start Date.** Pursuant to Paragraph 1 of the Multi-Picture Dates Amendment, and notwithstanding anything to the contrary in the Alice Agreement, as amended, the Start Date for Artist's services in connection with the Pirates 4 Picture shall be on or about (i.e., two [2] weeks either side of) June 21, 2010.

4. **Services.** Notwithstanding anything to the contrary in Paragraph 3.5 (Services) of the Alice Agreement or Paragraph 5 of the Pirates II and III Amendment, Artist's services in connection with the Pirates 4 Picture shall be as set forth in Paragraph 3.5 (Services) of the Pirates I Agreement and Paragraph 2 of the Pirates I Side Letter.

5. **Overage Compensation.** Reference is made to Paragraph 3.7 (Overage Compensation) of the Alice Agreement, which paragraph is hereby deemed deleted and replaced with the following:

"For services rendered by Artist at WDP's request in connection with post-production of the Picture in excess of the Free Post-Production Days and any other period(s) of service for which this Agreement specifies that no compensation is payable, Lender shall receive compensation ("Overage Compensation") at a weekly rate determined by dividing \$25,000,000 by the number of weeks of principal photography (as the same is set forth in the WDP-approved schedule as of the commencement of principal photography of the Picture), pro-rated for a partial week (including applicable Saturdays and/or Sundays, if any) at the rate of one-sixth (1/6) of such weekly rate per day where services are rendered on location and at the rate of one-fifth (1/5) of such weekly rate where services are rendered at WDP's studio or its vicinity. The Overage Compensation shall be payable to Lender on WDP's normal payroll date, one (1) week in arrears. The Overage Compensation shall be deemed an advance against and shall be fully applicable against and recoupable by WDP from the box office bonuses and the contingent payments set forth in the Multi-Picture Agreement."

6. Participation Pool

6.1 Reference is made to Paragraph 5.4 (LR Participation Pool) of the Multi-Picture Agreement. The reference to "Participation Adjusted Defined Receipts" shall be deemed corrected and revised to read "Post-Standard Participation Adjusted Defined Receipts," as such term is defined in Paragraph 3.10.d of the Alice Agreement.

6.2 All references in the Multi-Picture Agreement to "Artist's Standard Compensation Payment" shall be deemed correct and revised to read "Lender's Standard Compensation Point."

6.3 In lieu of the otherwise applicable P4 Participation Pool as described in Paragraph 5.4.a of the Multi-Picture Agreement (as applied to the Pirates 4 Picture pursuant to Paragraph 6.4 of the Multi-Picture Agreement), the following shall apply: at such time (if ever) that Start Point is achieved, Lender and Jerry Bruckheimer ("Bruckheimer") (for purposes of this Paragraph 6, each of the foregoing shall be hereinafter collectively and individually referred to, as the context may require, as a "Pirates Participant") shall each be entitled to share (pursuant to the terms and conditions of their respective agreements) from an aggregate pool of forty-two percent (42%) of one hundred percent (100%) of the Participation Adjusted Defined Receipts of the Picture (the "Pool"), reducible to 29.4% of 100% of the Post Standard Participation Adjusted Defined Receipts upon the Pirates 4 Picture achieving Lender's Standard Compensation Point (if ever), with Lender being entitled to receive sixty-nine percent (69%) of the Pool (less any contingent advances payable to Lender) and Bruckheimer being entitled to receive thirty-one percent.

(31%) of the Pool, less any contingent advances payable to Bruckheimer. Such proportionate share of the Pool shall not become payable until the point at which the aggregate sum of the fixed and contingent compensation (i.e., contingent payments and contingent deferrals) actually paid or credited to each Pirates Participant in connection with the Pirates 4 Picture equals the appropriate proportion of fixed and contingent compensation payable to the other Pirates Participant in connection with the Pirates 4 Picture (the "Proportionate Compensation Level"). Accordingly, Lender acknowledges that after the Pirates 4 Picture achieves Start Point (if ever), the Pool may be paid out entirely to Bruckheimer (on a pro-rata basis) until the Proportionate Compensation Level is achieved for Bruckheimer, at which point both of Lender and Bruckheimer shall thereafter receive Participation Adjusted Defined Receipts as set forth herein in accordance with their respective agreements.

6.4 Except as modified in this Paragraph 6, all other terms and conditions of the Multi-Picture Agreement applicable to the P4 Participation Pool shall apply to the Pirates 4 Picture.

7. Start Point Adjusted Defined Receipts; Merchandising. Reference is made to Paragraph 3.10.b.iii of the Alice Agreement, which paragraph shall be deemed deleted in connection with the Pirates 4 Picture and replaced with the following:

"Paragraphs 2.1 and 2.2 of Schedule 'B' regarding Merchandising/Publishing shall be deleted and replaced with the following new Paragraphs 2.1, 2.2, 2.3, 2.4 and 2.5:

2.1 Solely with respect to items of merchandise which (a) are specifically labeled as Pirates of the Caribbean merchandise ("Pirates Merchandise"); (b) are sold during the "Pirates 4 Window" (as defined below); and (c) sold by a licensee of WDP or one of WDP's affiliates, the royalties WDP (or its affiliate) receives from the exercise of such merchandising (including interactive games and other products and services) and book publication rights (including children's storytelling recordings, as distinguished from soundtrack records but excluding souvenir programs and similar publications) in excess of the applicable "Baseline Level" (as defined below) shall be included in Defined Receipts of the Pirates 4 Picture after first deducting out of pocket costs and royalties to third parties.

2.2 Solely with respect to merchandise (including interactive games and other products and services) which (a) are specifically labeled as Pirates Merchandise; (b) are sold during the Pirates 4 Window; and (c) WDP (or its affiliate) purchases, manufactures or otherwise acquires for resale at the wholesale or retail level by WDP (or its affiliate), either (x) an

amount equal to 7% of the wholesale price of such items sold by WDP (or its affiliate) at the wholesale level (less a reasonable allowance for returns) in excess of the applicable Baseline Level; or (y) an amount equal to 7% of 50% of the gross retail revenues of such items sold by WDP (or its affiliate) at the retail level (less a reasonable allowance for reserves) in excess of the applicable Baseline Level shall be included in Defined Receipts of the Pirates 4 Picture after first deducting out of pocket costs and royalties to third parties.

2.3 In no event shall any item of merchandise be treated as falling under both categories 2.1 and 2.2 above. For the avoidance of doubt, the parties agree that an item of Pirates Merchandise shall be deemed to be sold during the "Pirates I Window Period" (as defined below), the "Pirates II Window Period" (as defined below), the "Pirates III Window Period" (as defined below) or the "Pirates 4 Window Period" (as defined below), but in no event during more than any one period. Posters furnished exhibitors for display or promotion, advertisements, jackets of video devices and phonorecords and novelizations of the story of the Pirates 4 Picture and other publications relating to the Pirates 4 Picture, and distribution of promotional material and exhibition of any trailer or promotional film for the Pirates 4 Picture shall not be considered "merchandise."

#### 2.4 Definitions.

- a. As used herein, the "Pirates I Window Period" shall mean the period of time commencing six (6) months prior to the initial release of Pirates I and expiring three (3) years after the initial release of Pirates I (i.e., July 9, 2006).
- b. As used herein, the "Pirates II Window Period" shall mean the period of time commencing six (6) months prior to the initial release of Pirates II and expiring four (4) years after the initial release of Pirates II (i.e., July 7, 2010).
- c. As used herein, the "Pirates III Window Period" shall mean the period of time commencing six (6) months prior to the initial release of Pirates III and expiring four (4) years after the initial release of Pirates III (i.e., May 25, 2011).
- d. As used herein, the "Pirates 4 Window Period" shall mean the period of time commencing six (6) months prior to the initial release of the Pirates 4 Picture, and

expiring on the date that is six (6) months prior to the initial release of a subsequent sequel, if any. In the event there is no subsequent sequel, the Pirates 4 Window Period shall continue in perpetuity.

- e. As used herein, 'Baseline Level' shall mean the average (calculated on an annualized basis) of revenues and royalties of WDP (and WDP's affiliates) derived from the exploitation of Pirates Merchandise during the two (2) calendar years immediately preceding the commencement of the Pirates 4 Window Period, if any.

2.5 If Lender is entitled to receive a direct merchandise royalty or participation as set forth in Paragraph 3.23.d below, then no revenues from such merchandise will be included in Start Point Adjusted Defined Receipts."

#### 8. Approvals and Controls / Personnel.

8.1 Reference is made to Paragraph 3.16.c (Mutual Approval Rights) of the Alice Agreement.

- a. In lieu of the director and principal cast members specified therein, but subject to all other terms and conditions thereof, Artist hereby pre-approves in connection with the Pirates 4 Picture:

- Rob Marshall – Director
- Geoffrey Rush – "Captain Barbosa"
- Penelope Cruz – "Angelica"
- Ian McShane – "Blackbeard"
- Kevin McNally – "Gibbs"
- Sam Claflin – "Phillip"
- Astrid Berges-Frisbey – "Syrena"

- b. Lender and Artist hereby acknowledge that Artist has approved the Pirates 4 Picture screenplay existing as of the date of this Pirates 4 Amendment.

- c. Artist hereby pre-approves Above or Before Credit for the following cast members in connection with the Pirates 4 Picture: Geoffrey Rush, Penelope Cruz and Ian McShane.

8.2 Reference is made to Paragraph 3.16.e (Consultation Rights) of the Alice Agreement. Lender and Artist acknowledge that WDP has already consulted with Artist with respect to (a) the "look" of Artist's hair,

makeup and wardrobe on the Pirates 4 Picture; and (b) the publicist and still photographer for the Pirates 4 Picture.

8.3 Reference is made to Paragraph 7.6 (Perquisites) of the Multi-Picture Agreement. Notwithstanding anything to the contrary therein, the personnel provided to Artist in connection with the Pirates 4 Picture shall be as provided pursuant to the Alice Agreement (excepting only the Dialect Coach set forth in Paragraph 3.19 of the Alice Agreement). In lieu of the personnel or entities designated and/or approved by Artist in connection with Alice (but subject to all other terms and conditions of Paragraphs 3.16.b [Designation Rights], 3.17 [Assistants], 3.18 [Personal Sound Technician], 3.20 [Security], 3.43 [Publicist], and 3.44 [Assistant During Publicity] of the Alice Agreement, Artist hereby designates or approves, as applicable, the following personnel or entities in connection with the Pirates 4 Picture:

Patty York	-- Hairdresser
_____	-- Prosthetics, hair and makeup
_____	-- Stand-in
_____	-- Wig Dresser
_____	-- Stunt Double
_____	-- Driver while in L.A.
_____	-- Wardrobe Person
_____	-- Dresser
Christi Dembrowski	-- Regular Assistant
_____	-- Location Assistant
_____	-- Second Location Assistant
_____	-- Personal Sound Technician
_____	-- Security Person
PMK	-- Publicity Firm
Christi Dembrowski	-- Assistant During Publicity

## 9. Working Conditions

9.1 Notwithstanding anything to the contrary in Paragraph 7.4 (Working Conditions) of the Multi-Picture Agreement, Paragraph 1 (Working Conditions) of the Multi-Picture Side Letter, or Paragraph 3.21.a (Work Week) of the Alice Agreement, and due to the unique circumstances presented, Artist shall render services in connection with principal photography of the Pirates 4 Picture on a six (6) day work week (which work week may not necessarily be Monday through Saturday).

9.2 Reference is made to Paragraph 3.21.c (Daily Turnaround / Forced Calls) of the Alice Agreement, the second sentence of which paragraph shall be deemed deleted in connection with the Pirates 4 Picture and replaced with: "Artist shall be entitled to no less than thirty-six (36) hours

between calls between six (6) day work weeks (i.e., thirty-six [36] hours between the time that Artist is dismissed on the set at the end of the six [6] day work week and the time Artist is to report for Artist's first call on the set on the first day of the next work week)."

10. Confidentiality:

10.1 Lender and Artist acknowledge that, prior to and/or during Artist's contact with or engagement by WDP, Lender or Artist may have been given access to or become acquainted with "Confidential Information" (as such term is defined below) that is of great value to WDP. Lender and Artist further acknowledge that: (1) maintaining the confidentiality of all such Confidential Information is critically important to Lender; (2) the Confidential Information derives independent economic value from not being generally known to the public; and (3) Lender and Artist's agreement to the provisions of this Paragraph 10.1 is a material inducement for WDP to enter into this Pirates 4 Amendment. Lender and Artist hereby acknowledge and agree that, unless otherwise requested by WDP, Artist shall not in any manner, by any media (including, without limitation, by television, radio, newspaper or interactive media such as Facebook, Twitter or any other interactive social network or personal blog) nor at any time (either during or after Artist's contact with or engagement by WDP) disseminate, duplicate, publish, state, use or disclose, directly or indirectly, any Confidential Information in any manner, by any media, at any time even in the course of casual discussions to anyone other than representatives of WDP or other persons designated by WDP.

10.2 As used herein, "Confidential Information" includes, but is not limited to: (a) any information, data, documents, creative elements, technological processes or other materials of any kind or nature in any way related to any project in development and/or production by WDP (including, without limitation, the Pirates 4 Picture and the screenplay, underlying literary material, characters, themes, plots, designs, artwork, locations thereof, other creative elements and any process or other technological development relating thereto) from any source or for any reasons, including without limitation, as acquired by Artist in the course of the performance of Lender and/or Artist's obligations under the Multi-Picture Agreement, as amended; (b) the terms of the Multi-Picture Agreement, the Alice Agreement and/or this Pirates 4 Amendment and Artist's engagement thereunder (except: [i] to Lender's and/or Artist's agent[s], attorney[s], accountant[s] and manager[s]; [ii] to provide Artist's quote to third parties during the course of negotiations for Artist's services; or [iii] if legally required to do so by statute, regulation, judicial or governmental order or by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process in a judicial or governmental proceeding); (c) any information relating to:



WDP's, Jerry Bruckheimer Films' ("JBF"), or their respective affiliates' business affairs or operations; and (d) any and all photographs, films, videos or other recordings (whether made by WDP or Artist), including the negatives and any prints or copies thereof, of WDP's or JBF's employees, or any activities related to WDP or JBF or any project in development and/or production by WDP or JBF (including, without limitation, the Pirates 4 Picture). All such Confidential Information shall be deemed to be private, secret and sensitive and shall be kept confidential and secret unless WDP otherwise advises Lender or Artist in writing in each instance. Artist acknowledges that Confidential Information may be contained in written materials, in written or verbal communications, and/or in Artist's unwritten knowledge. Lender and Artist understand and acknowledge that if Artist has any question as to whether a particular piece of information is confidential, Lender or Artist is obligated to obtain WDP's written approval prior to disclosing any such information. Further and without limiting anything set forth in Paragraph 4 (Ownership & Distribution) of the Alice Agreement, any and all Confidential Information, whether prepared by Artist or otherwise coming into Artist's possession or control, shall be and remain WDP's sole and exclusive property, free of any claim or interest of any third party, and shall not be removed, reproduced, summarized, copied, excerpted or utilized in any manner whatsoever without WDP's prior written consent in each instance. Lender and Artist hereby irrevocably and perpetually assign to WDP all rights, title and interest of every kind or nature, both tangible and intangible, in or arising out of such Confidential Information or other material that is created by Artist to the extent that WDP does not already own such rights. Lender and Artist agree that Artist shall immediately return all such tangible Confidential Information to WDP when such Confidential Information is no longer required in order for Artist to perform services for WDP or whenever WDP may otherwise require that such Confidential Information be returned.

10.3 Artist shall not, without WDP's prior written approval, in any manner, by any media (including, without limitation, by television, radio, newspaper or interactive media such as Facebook, Twitter or any other interactive social network or personal blog) or at any time (either during or after Artist's contact with or engagement by Producer) issue or authorize the issuance of any news stories or publicity relating to the Picture, JBF, any Confidential Information, or Artist's engagement under the Multi-Picture Agreement, as amended, or to WDP or its affiliates.

10.4 Lender and Artist acknowledge that a breach of the provisions of this Paragraph 10 will constitute a material breach of the Multi-Picture Agreement which will cause irreparable injury to WDP and JBF not adequately remedied in money damages. As such, in addition to any other right or remedy available to WDP and/or JBF, WDP and/or JBF shall have the right to obtain immediate injunctive relief to enforce the

provisions of this Paragraph 10 and/or terminate any agreement; and such provisions shall survive the expiration or termination of the Multi-Picture Agreement, as amended.

11. No 3-D Figure Approval. Reference is made to Paragraph 3.33 (Theme Park Approval; 3-D Figure) of the Alice Agreement, which paragraph shall be deemed inapplicable to the Pirates 4 Picture.

12. No Cruise Ship "Ensemble" Restriction. Reference is made to Paragraph 5.2 (Cruise Ships) of the Alice Agreement, clause (c) of which paragraph shall be deemed inapplicable to the Pirates 4 Picture.

13. Commercial Tie-Ins. Notwithstanding anything to the contrary set forth in Paragraph 7.2 (Commercial Tie-Ins) of the Multi-Picture Agreement, the commercial tie-in provisions in connection with the Pirates 4 Picture shall be as set forth in Paragraph 3.24 of the Alice Agreement, including without limitation the pre-approved categories set forth in Paragraph 3.24.a.

14. Merchandising. Reference is made to Paragraph 3.23.d of the Alice Agreement, which Paragraph shall be deemed deleted in connection with the Pirates 4 Picture and replaced with the following:

"If Producer exercises the foregoing merchandising rights, then with respect to merchandise actually sold, Producer shall pay to Lender a royalty in the amount of ten percent (10%) of one hundred percent (100%) of Producer's "Net Merchandising Receipts" (as defined in Paragraph 3.23.e below) derived from the use of Artist's name, voice and/or likeness in connection with such merchandising, reducible, however, on a pro-rata basis to not less than seven and one-half percent (7-1/2%) of one hundred percent (100%) of such Net Merchandising Receipts if Artist's name, voice and/or likeness is used in conjunction with the name, voice and/or likeness of any other cast member receiving a merchandising royalty."

15. Release Blackout. Reference is made to Paragraph 4 (Release Blackout) of the Multi-Picture Agreement. Notwithstanding anything to the contrary therein or in Paragraph 2 of the Multi-Picture Side Letter, the Second Blackout Period shall be deemed to be April 30, 2011, though and including Labor Day 2011.

Except as expressly set forth herein, all provisions of the Multi-Picture Agreement shall remain unchanged and in full force and effect and may not be modified except by a writing executed by all parties to the Multi-Picture Agreement. Capitalized terms not defined herein shall have the same meaning as set forth in the Multi-Picture Agreement or the Alice Agreement, as applicable.

Please confirm the foregoing as accurately reflecting the agreement and understanding of the parties by signing in the space provided below.

Very truly yours,

WALT DISNEY PICTURES

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

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

ACCEPTED AND AGREED:

SCARAMANGA BROS., INC.

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

Its: \_\_\_\_\_  
Federal I.D. No. [REDACTED]

**FOURTH MATE PRODUCTIONS, INC.**

April 23, 2010

SCARAMANGA BROS., INC.  
(f/s/o Johnny Depp)  
c/o United Talent Agency  
9560 Wilshire Boulevard  
Beverly Hills, CA 90212  
Attn: Tracey Jacobs

Re: State of Hawaii Tax Advisory

Ladies and Gentlemen:

Please find attached, for your reference, a copy of the Tax Advisory relating to Potential Hawaii Tax Obligations for Persons Working in the Motion Picture and Television Film Production Industry, issued by the State of Hawaii Department of Taxation (the "Advisory"). The Department of Taxation has requested that this Advisory be provided to persons involved in the motion picture industry in Hawaii.

We recommend that Lender and/or Artist consult with its legal, tax and financial advisory with respect to the potential tax obligations as outlined in the Advisory.

Please acknowledge your receipt of the Advisory by signing in the space provided below.

Sincerely,

Fourth Mate Productions, Inc.

Acknowledged:

SCARAMANGA BROS., INC.

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

Title: \_\_\_\_\_

JOHNNY DEPP

Signature: \_\_\_\_\_

LINDA LINGLE  
GOVERNOR

JAMES R. AIONA, JR.  
LT. GOVERNOR



KURT KAWAFUCHI  
DIRECTOR OF TAXATION

STANLEY SHIRAKI  
DEPUTY DIRECTOR

STATE OF HAWAII  
DEPARTMENT OF TAXATION  
P.O. BOX 259  
HONOLULU, HAWAII 96809

PHONE NO: (808) 587-1510  
FAX NO: (808) 587-1560

September 17, 2009

**TAX ADVISORY**

**POTENTIAL HAWAII TAX OBLIGATIONS FOR PERSONS WORKING IN THE  
MOTION PICTURE AND TELEVISION FILM PRODUCTION INDUSTRY**

The purpose of this Tax Advisory is to provide notice to persons engaged in the motion picture and television film production industry of the potential tax obligations of working in Hawaii.

The Department of Taxation (Department) has asked that this Tax Advisory be provided to persons involved in the motion picture industry while in Hawaii, including crew, actors, directors, writers, producers, or others who conduct activities in Hawaii in the capacity of an employee, vendor, independent contractor, or loan-out companies for income or profit.

**INCOME TAX OBLIGATIONS**

*W-2 Employees*—As a general matter, wages earned while working in Hawaii as an employee are subject to Hawaii income tax for the amount of income earned while in Hawaii.

*1099 Independent Contractors and Loan-Out Companies*—Also as a general matter, income earned in Hawaii while performing services in Hawaii or otherwise conducting business activities as an independent contractor or loan-out company is likewise subject to Hawaii income tax.

*Residency*—Income earned from performing services in Hawaii is taxable regardless of residency.

*Royalties Exclusion*—In certain circumstances, persons, whether W-2 employees or 1099 independent contractors or loan-out companies, may be entitled to an income tax exclusion for income earned as royalties from the exploitation of copyrights.

*Relevant Forms*—Income tax is reported and remitted by using the proper income tax form. For individual income tax purposes, residents file Form N-11 (Individual Resident Income Tax Return) or Form N-13 (Individual Resident Income Tax Return—Resident Short Form). Nonresidents file Form N-15 (Individual Income Tax Return For Nonresidents and Part-Year

Residents): S-Corporations file Form N-35 (S Corporation Income Tax Return). Other Corporations file Form N-30 (Corporation Income Tax Return). Other forms may be necessary depending up the circumstances.

#### GENERAL EXCISE TAX OBLIGATIONS

*W-2 Employees*—Persons working or conducting business activities in Hawaii as a W-2 employee are generally not subject to the general excise tax.

*1099 Independent Contractors and Loan-Out Companies*—Generally, independent contractors and loan-out companies that provide services or other business activities to a production company are considered to be conducting business in Hawaii and are subject to the general excise tax. Because independent contractors or loan-out companies are subject to the general excise tax, these persons must apply for and obtain a general excise tax license. Also, these persons must make a return for and pay over general excise tax on the gross proceeds earned in Hawaii.

*Relevant Forms*—A general excise tax license is obtained from the Department by filing Form BB-1 (State of Hawaii Basic Business Application, Instructions, and Payment Voucher). General excise tax is reported and remitted by filing periodic returns on Form G-45 (General Excise/Use Tax Return), followed by filing Form G-49 (Annual Return & Reconciliation of General Excise/Use Tax Return) at the end of the tax year. Other forms may be necessary depending upon the circumstances.

#### CONTACT A TAX PROFESSIONAL

The Department suggests that any person affected by this Tax Advisory contact a tax professional familiar with Hawaii tax laws to assist them with any Hawaii tax issues.

#### ADDITIONAL INFORMATION

For additional information—

Website: [www.hawaii.gov/tax](http://www.hawaii.gov/tax)  
Telephone: (808) 587-1569  
Fax: (808) 587-1584  
Tax Information Release Nos. 2006-02; 2008-02; 2009-05