

May 20, 1959

Mr. Eugene Franke
Springfield Productions, Inc.
400 South Beverly Drive
Beverly Hills, California

Dear Mr. Franke:

Enclosed are the original and five (5) copies of a Loan Out Agreement between Springfield Productions, Inc., and Bryna Productions, Inc., in connection with borrowing the services of Sam Jackson for re-writing the screenplay for "SPARTACUS".

If these are acceptable to you, please execute all copies for Springfield Productions, Inc., and have Sam Jackson sign in the appropriate places. Please return the original and the three (3) copies which remain after you and Mr. Jackson have each retained a copy for your files.

Very truly yours,

Jefferson W. Asher, Jr.

JWA:tsj
enc-6
cc: Edward Lewis
Sam Jackson

C
O
P
Y

Los Angeles, California

As of June 1, 1958

Mr. Sam Jackson

Los Angeles, California

Dear Mr. Jackson:

This will confirm the agreement between you and me as follows:

1. I hereby engage you, as an independent contractor, to furnish me with a complete and finished first draft screenplay for use in connection with a feature length motion picture photoplay now entitled "SPARTACUS". The literary material which you shall furnish to me for and in connection with the photoplay shall be based upon such material and/or ideas selected by me.
2. You hereby accept such engagement and agree to keep and perform all of the obligations and agreements assumed and entered into by you hereunder. You agree to deliver to me the literary material which you shall furnish hereunder on or before December 1, 1959.
3. On condition that you shall fully and completely keep and perform all of your obligations and agreements hereunder, and as full consideration for all material furnished by you hereunder, and for any and all rights granted and/or agreed to be granted by you to me, I agree to pay you and you agree to accept the sum of Thirty Seven Thousand Five Hundred Dollars (\$37,500.00), which sum shall be payable on or before delivery by you of the material to be furnished by you hereunder. You agree that the consideration payable to you hereunder shall include all charges, fees, salaries and expenses incurred by you in your capacity as an independent contractor in connection with furnishing me the literary material hereunder, and I shall not be responsible for any withholding taxes, unemployment taxes or any other taxes requiring the withholding of compensation. It is distinctly understood and agreed that there is no agency, master and servant or employer and employee relationship between you and me, but that the relationship between us is that of buyer and seller and that you are an independent contractor.
4. You warrant and agree that all material of whatever kind furnished by you hereunder, shall be wholly original with you and shall not be copied in whole or in part from any other work and shall not infringe upon or violate the right of privacy of, or constitute

a libel against, or violate any copyright, common law right, or any other right of any person, firm or corporation. The foregoing warranties shall not apply to any material taken directly by you from any material furnished by me for adaptation or revision, but shall apply to all material, incidents, characterizations, and treatment which may be added to or interpolated into such material.

You agree to indemnify and hold me harmless from and against any loss, liability, judgment, cost or expenses of any kind or character suffered or incurred by me by reason of any breach or alleged breach of any of the foregoing warranties by you.

5. You agree that I shall own, and you hereby transfer and assign to me, all rights of whatever kind and character throughout the world in perpetuity, in any and all languages, in and to all of the literary material to be furnished by you hereunder (including all rights throughout the world of production, manufacture, recordation and reproduction by any art, method or device, whether now known or hereafter devised), whether such results and proceeds consist of literary, dramatic, musical motion picture, mechanical or any other form of works, themes, ideas, creations, products or compositions. Without in any manner limiting or derogating from the generality of the foregoing, I shall have the right, but not the obligation, to use, adapt, change, revise, delete from, add to and/or rearrange the material or any part thereof, furnished by you hereunder, and to combine the same with other work to any extent that I shall desire, and to change or substitute the title thereof together with the right to record and photograph the same with or without sound (including spoken words, dialogue and music synchronously recorded), and to reproduce, transmit, broadcast by radio and/or television, perform and to communicate the same by any means now known or hereafter devised either publicly or otherwise, as well as to vend, copy and publish the same as I may desire. Should I desire to secure further documents covering, quitclaiming or assigning all or any of the rights in and to the material to be furnished by you hereunder, then you agree to execute and deliver to me any such document at any time and from time to time upon my request therefor, and in such form as may be prescribed by me or my counsel. In the event that you shall fail or refuse for any reason to execute and deliver any such documents, then you hereby irrevocably appoint me as your attorney-in-fact to execute such documents in your name and on your behalf. Your failure to execute such documents shall not affect or limit any of the rights in and to the material to be furnished by you hereunder.

6. You agree that neither I nor my successors or assigns shall have any obligation to accord you any screen or advertising credit of any kind or nature in connection with any photoplay which

I or my successors or assigns may produce based upon the material furnished by you hereunder, and you specifically waive any right thereto.

7. I shall not be required to utilize material furnished by you hereunder or to produce, release or market the photoplay or continue the release and/or distribution of the photoplay in any country or territory if commenced. Nothing contained herein shall be deemed to relieve me of my obligation to pay you the consideration payable to you pursuant to this agreement.

8. Nothing contained in this agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this agreement and any material statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, then the latter shall prevail, but in such event the provisions of this agreement so affected shall be curtailed and limited only to the extent necessary to bring it within the legal requirements.

9. You expressly agree that I may transfer and assign this agreement or all or any part of my rights hereunder to any person, firm or corporation; and this agreement shall inure to the benefit of my successors, licensees and assigns.

10. All notices which I am required or may desire to give you hereunder may be served by delivering them to you personally by sending them to you by mail or telegraph at _____ or such other address as you may from time to time designate in writing.

All notices which you are required or may desire to serve upon me hereunder may be served by delivering to me by mail or telegraph at c/o Bryna Productions, Inc., Universal Studios, Universal City, California, or such other address as I may from time to time designate in writing. The date of mailing or delivery to the telegraph office of such notice shall be deemed the date of service of such notice.

11. This agreement contains the full and complete understanding between us with reference to the within subject matter, supersedes all prior agreements and understandings whether written or oral pertaining thereto, and cannot be modified except by a written instrument signed by each of us. This agreement in all respects shall be construed under and shall be subject to the laws of the State of California.

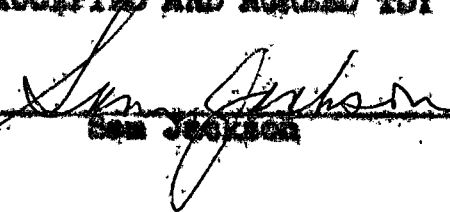
Your signature affixed at the place indicated will constitute this

a binding agreement between us.

Very truly yours,


STUART LEWIS

ACCEPTED AND AGREED TO:


SAM JACKSON