

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

JANE GOT A GUN PRODUCTION, LLC

Plaintiff,

vs.

No. 1:13-CV-1075

LYNNE RAMSAY,

Defendant.

**CIVIL COMPLAINT FOR BREACH OF CONTRACT,
BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING,
BREACH OF FIDUCIARY DUTY, CONVERSION,
UNJUST ENRICHMENT, NEGLIGENT MISREPRESENTATION,
FRAUD AND FRAUDULENT MISREPRESENTATION,
TORTIOUS INTERFERENCE WITH CONTRACT, NEGLIGENCE, FOR INJUNCTIVE
RELIEF, AND FOR DECLARATORY RELIEF**

Plaintiff, Jane Got a Gun Production, LLC by and through its attorneys, Melendres,
Melendres & Harrigan P.C. and for its Complaint in this action states:

NATURE OF THE COMPLAINT

1. This is an action for damages, injunctive relief, and declaratory judgment against Defendant Lynne Ramsay for breach of contract, breach of implied covenant of good faith and fair dealing, breach of fiduciary duty, conversion, unjust enrichment, negligent misrepresentation, fraud, tortious interference with contract, and negligence. By reason of Defendant's actions, Plaintiff has been damaged in an amount to be determined at trial, plus punitive damages.

JURISDICTION AND VENUE

2. Plaintiff, Jane Got a Gun Production, LLC ("JGAG") is a limited liability corporation organized under the laws of the State of New Mexico.

3. Upon information and belief Defendant Lynne Ramsay is a resident of London, England.

4. Plaintiff and Defendant Ramsay contracted for services to be provided within the State of New Mexico, County of Bernalillo, and all events associated with this action arise out of transactions that occurred in Bernalillo County.

5. Upon information and belief William Morris Endeavor Entertainment, LLC (WME) is a corporation registered to do business in the State of California.

6. WME holds money in escrow on behalf of Plaintiff for payment to Defendant Ramsay for services she was to provide within the State of New Mexico.

7. Subject matter jurisdiction is vested in this Court pursuant to 28 U.S.C. § 1332 because the matter in controversy exceeds \$75,000, and is between citizens of different states. Supplemental jurisdiction over the state law claims is appropriate under principles of supplemental jurisdiction, 28 U.S.C. § 1367.

8. This Court has personal jurisdiction over Jane Got a Gun Production, LLC because it is a New Mexico limited liability company. This Court has personal jurisdiction over Ramsay because she has established minimum contacts with New Mexico in connection with her contract with Jane Got a Gun Production, LLC and role as director of Jane Got A Gun motion picture, sufficient to give rise to personal jurisdiction.

9. Venue is proper in this judicial district under 28 U.S.C. § 1391(b).

FACTS COMMON TO ALL CAUSES OF ACTION

10. On or about July 1, 2012, JGAG entered into a contract with Defendant Ramsay for writing and directing services on the motion picture known as "Jane Got a Gun" (the "Picture") being produced by JGAG. *See* Contract attached hereto as Exhibit 1.

11. The Picture was to be filmed on location in the State of New Mexico.

12. The contract between the parties required Defendant Ramsay to perform necessary rewrites to complete and finalize the script.

13. In addition, the contract between the parties required Defendant Ramsay to appear on set for principal photography and perform her duties as director of the Picture in New Mexico.

14. Prior to contracting with Plaintiff, Defendant had a contract with Stone Village Productions, Inc., an affiliate of Plaintiff to provide her services in connection with a motion picture project entitled "Mobius" and a screenplay upon which "Mobius" was to be based.

15. The contract between the parties included a Termination and Mutual Release Agreement seeking to terminate the contract between Defendant and Stone Village Productions, Inc. in relation to "Mobius," thereby allowing Defendant to commence work on the Picture related to this action.

16. The contract between the parties also required Defendant to meet certain conditions before Defendant was entitled to payment. Among other things, Defendant Ramsay was not entitled to payment if she abandoned employment as director on the Picture or if she was otherwise in material breach of her obligations. Prior to Defendant becoming entitled to payments, JGAG delivered \$140,000 to Defendant Ramsay as partial payment for services to be rendered. Defendant Ramsay was paid \$50,000 for writing services to be performed and \$90,000 for directing services to be performed.

17. During the months of February and March 2013, while on location in New Mexico and prior to the commencement of principal photography, Defendant Ramsay failed to provide the directing and writing services, including the necessary rewrites needed to complete the script, that she had contracted to provide, and which she had represented she would provide. Plaintiff reasonably relied on Defendant's representations to its detriment.

18. Defendant Ramsay's failure to complete the required rewrites unreasonably delayed completion of a final budget for the Picture, and of the Picture itself.

19. During this period of time, Defendant Ramsay was repeatedly under the influence of alcohol, was abusive to members of the cast and crew, and was generally disruptive.

20. For example, Defendant Ramsay failed to adhere to proper safety protocol for handling weapons on set, when she pointed a prop gun directly at a camera and, in turn, at the camera crew before first taking the proper precautions.

21. After signing her contract with Plaintiff, Defendant Ramsay attempted to renegotiate the binding terms of the contract, including the final cut provision, the time to shoot, and script approval language.

22. Plaintiff declined to alter the material and binding terms of the contract.

23. On March 11, 2013, Defendant Ramsay assured and represented to Plaintiff she was promptly finishing the script, and would perform her services as director.

24. In reasonable reliance on these assurances and representations, Plaintiff undertook commitments and obligations, and made expenditures in preparation for a start date of March 18, 2013.

25. Also in reasonable reliance on Defendant's assurance and representations, on or about March 12, 2013, JGAG deposited an additional \$360,000.00 with Defendant Ramsay's agent

Defendant WME, acting as an escrow agent, with the intention that Defendant WME would distribute the funds pursuant to an Escrow Agreement signed by both parties on or about the same date. *See* Escrow Agreement attached hereto as Exhibit 2.

26. The Escrow Agreement states,

If Producer gives Escrow Agent written notice at any time (due to a breach or default, force majeure event or any other cause as a result of which Producer would have the right to suspend payment to Artist pursuant to the Directing Agreement) instructing Escrow Agent not to disburse any or all of the Escrow Amount, Escrow Agent will: (i) promptly notify Artist of such instruction from Producer; (ii) cease making further payments to Artist; and (iii) retain any remaining portion of the Escrow Amount in the Escrow Account. Escrow Agent will take the following actions upon the occurrence of the first of the following events: (a) Escrow Agent receives instructions from Producer to resume payment of the balance of the Escrow Amount, in which case Escrow Agent will resume such payments effective upon, from and after Escrow Agent's receipt of such instructions; (b) Escrow Agent receives mutual and consistent written instructions from Producer and Artist (or their respective counsel) to make payment to a particular party or parties, in which event Escrow Agent shall make such payment; or (c) Escrow Agent receives a final written award issued by the Judicial Arbitration Mediation Services ("JAMS"); (or other mutually approved arbitrator) or by any court of competent jurisdiction (in connection with which Escrow Agent shall have the right to interplead Artist and/or Producer), instructing Escrow Agent as to the manner in which to make payment, in which event Escrow Agent will comply with such final award order.

See id. at section 5.

27. Shortly thereafter Defendant again attempted to renegotiate the material terms of her contract. Plaintiff rejected Defendant's demands to renegotiate the terms of her contract.

28. In an attempt to extort a renegotiation of the material terms of her contract and obligations, Defendant twice delayed the first day of principal photography.

29. Despite indicating that she would continue working on the Picture, including by signing the Escrow Agreement, and without any notice prior to March 18, 2013, Defendant on March 18 walked off the Picture and failed to show up for the first day of principal photography.

30. At the time Defendant abandoned the Picture, cast, crew, and equipment were already present on location in New Mexico, and Plaintiff was required to cover the costs for these individuals and equipment despite Defendant's failure to provide services pursuant to her contract.

31. Plaintiff made multiple requests in writing, asking that Defendant instruct her agent and the escrow agent, WME, to release and return the \$360,000.00 Plaintiff had deposited in escrow in anticipation of Defendant performing services pursuant to the parties' contract.

32. Despite Plaintiff's repeated demands, Defendant has refused to instruct WME to release the funds and has, in fact, instructed WME to continue holding the funds in escrow.

33. Following her departure from the Picture, Defendant made false and disparaging statements about the Picture and the producers on the Picture to other parties associated with the Picture.

34. Defendant also made false and disparaging statements to individuals who were considering providing funding for the Picture.

35. As a result of Defendant's choice to abandon the Picture and her inappropriate communications to parties associated with the Picture, a principal actor, Production Designer, Costume Designer, and Director of Photography withdrew from the Picture and failed to fulfill their obligations.

36. As a result of these individuals' withdrawal from the Picture, Plaintiff was unable to fulfill its obligations.

37. Defendant's actions prevented Plaintiff from being able to timely contract with third parties needed to complete the Picture and from replacing the individuals who left the Picture due to Defendant's actions.

38. Defendant's actions also prevented Plaintiff from being able to raise funds to finance the Picture.

39. Ultimately, as a result of Defendant's inappropriate behavior, including prior to abandoning the Picture, her subsequent abandonment of the Picture, and her actions thereafter, the Picture was significantly delayed and Plaintiff had to take actions to remedy the issues Defendant created, causing significant damages to Plaintiff.

FIRST CAUSE OF ACTION
(Breach of Contract)

40. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint as though fully set forth herein.

41. Plaintiff had a contract with Defendant for the provision of writing and directing services as it related to the Picture.

42. Defendant breached that contract by failing to complete the necessary rewrites to the script in order to produce a final and complete script, and by failing to provide the directing services she was obligated to provide.

43. Defendant also breached that contract by failing to behave in an appropriate manner, subsequently abandoning the Picture, and by breaching her obligations.

44. Defendant also breached that contract by accepting funds from Plaintiff and subsequently failing to perform her respective duties pursuant to the contract.

45. Plaintiff fully complied with the contract between the parties and performed all its required obligations under the contract.

46. As a result of Defendant's breach of contract, Plaintiff is entitled to damages in an amount to be determined at trial.

SECOND CAUSE OF ACTION
(Breach of Duty of Good Faith and Fair Dealing)

47. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint as though fully set forth herein.

48. The contracts, agreements and past practices between Defendant and Plaintiff created a duty of good faith and fair dealing on the part of Defendant, as the provider of services towards Plaintiff.

49. Defendant breached her respective duties by failing to perform the appropriate rewrites to the script, by attempting to perform her duties as director while intoxicated, and by failing to perform such duties, including due to intoxication.

50. Defendant breached her respective duties by failing to perform her writing and directorial duties all the while attempting to force Plaintiff to alter the material terms of the contract.

51. Defendant breached her respective duties by accepting funds from Plaintiff and failing to perform her respective duties pursuant to the contract in an effort to renegotiate the material terms of the contract between the parties.

52. Defendant is liable to Plaintiff for Plaintiff's damages and losses resulting from Defendant's breach of her duty of good faith and fair dealing toward Plaintiff.

53. As a result of the breach, Plaintiff is entitled to damages in an amount to be determined at trial.

THIRD CAUSE OF ACTION
(Breach Of Fiduciary Duty)

54. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as though fully set forth herein.

55. The parties had a relationship of trust and confidence giving rise to a fiduciary duty, as Defendant was effectively an employee of Plaintiff for the duration of the parties' contract. Defendant was to act primarily for the benefit of Plaintiff while performing her respective duties pursuant to the contract.

56. Defendant breached her fiduciary duties by failing to perform her writing and directorial duties, behaving in a wholly unprofessional manner, including while intoxicated, and by attempting to extort Plaintiff into renegotiating the material terms of the parties' contract.

57. Defendant also breached her fiduciary duties by abandoning the Picture and subsequently attempting to derail the Picture by sending derogatory and false communications to parties associated with the project.

58. As a result of Defendant's breach of fiduciary duty, Plaintiff suffered damages and is entitled to compensatory damages in an amount to be proven at trial.

59. As a result of Defendant's breach of fiduciary duty, Plaintiff is entitled to punitive damages in an amount to be proven at trial.

FOURTH CAUSE OF ACTION (Conversion)

60. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint as though fully set forth herein.

61. Defendant has unlawfully retained the \$360,000.00 Plaintiff deposited into an escrow account with Defendant's agent WME, as she has failed to perform her duties pursuant to the parties' contract failed to provide WME with the authorization to release the funds to Plaintiff.

62. Plaintiff has, on multiple occasions demanded that Defendant return the \$360,000.00.

63. Defendant has refused to return the \$360,000.00 resulting in conversion.

64. As a result of Defendant's conversion, Plaintiff has been damaged in an amount to be determined at trial, but in no event less than \$360,000.00.

FIFTH CAUSE OF ACTION
(Unjust Enrichment)

65. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint as though fully set forth herein.

66. Defendant accepted and retained \$140,000 as pre-payment for services she failed to provide and has failed to return the \$360,000 Plaintiff deposited in escrow despite abandoning the Picture.

67. Defendant has knowingly benefited by retaining these funds and allowing her to keep these funds despite her failure to perform her writing and directorial duties associated with the Picture would be unjust.

68. As a result of Defendant's unjust enrichment, Plaintiff has been damaged in an amount to be determined at trial, but in no event less than \$500,000.00.

SIXTH CAUSE OF ACTION
(Negligent Misrepresentation)

69. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint as though fully set forth herein.

70. Defendant negligently misrepresented the true facts regarding her intentions to perform her duties pursuant to the parties' contract when she indicated that she was working on the script and when she signed the Escrow Agreement.

71. Defendant negligently misrepresented the true facts concerning the matters misrepresented with the intent to defraud and the intent to induce reliance thereon by Plaintiff.

72. Plaintiff reasonably relied on the negligent statements and misrepresentations made by Defendant and other statements as set forth above.

73. Had the material facts concerning the matters misrepresented by Defendant been known to Plaintiff, Plaintiff would not have signed the Escrow Agreement or deposited \$360,000 into the escrow account.

74. Had the material facts concerning the matters misrepresented by Defendant been known to Plaintiff, Plaintiff would not have provided any of the consideration or undertakings provided to Defendant during the first half of March 2013.

75. As a result of Defendant's misrepresentations, Plaintiff secured from its affiliate Stone Village Products Inc. ("Stone Village") a Termination and Mutual Release Agreement (the "TMRA") attached to Defendant's contract.

76. The TMRA releases certain rights that Stone Village had. Those rights were released in reasonable reliance on Defendant's misrepresentations and would not have been released if Plaintiff had known the true facts.

77. In addition, Defendant, through these misrepresentations was attempting to pressure Plaintiff into renegotiating the material terms of the parties' contract, which Defendant had already signed.

78. As a direct and proximate result of Defendant's misrepresentation of material facts, Plaintiff has suffered damages in an amount to be determined according to proof at trial.

79. Plaintiff is also entitled to punitive damages as a result of Defendant's negligent misrepresentations.

SEVENTH CAUSE OF ACTION
(Fraud and Fraudulent Misrepresentation)

80. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint as though full set forth herein.

81. Defendant attempted throughout her relationship with Plaintiff to coerce Plaintiff to alter the material terms of Defendant's contract.

82. In an effort to apply pressure to Plaintiff to alter the contract, Defendant repeatedly delayed the principal photography start date.

83. In addition, Defendant misrepresented true facts regarding her intentions to perform her duties pursuant to the parties' contract when she represented that she was working on the script, when she represented that she would complete the script, when she represented she would be available March 18, 2013, and when she signed the Escrow Agreement.

84. Defendant misrepresented these true facts knowing she had no intention to perform her duties pursuant to the contract if she did not receive the desired alterations to her contract.

85. Defendant fraudulently misrepresented the true facts concerning the matters misrepresented with the intent to defraud and the intent to induce reliance thereon by Plaintiff.

86. Plaintiff reasonably relied on the fraudulent statements and misrepresentations made by Defendant and other statements as set forth above.

87. Had the material facts concerning the matters misrepresented by Defendant been known to Plaintiff, Plaintiff would not have signed the Escrow Agreement or deposited \$360,000 into the escrow account, and would not have undertaken the obligations and made the expenditures relating to principal photography as described above.

88. Had the material facts concerning the matters misrepresented by Defendant been known to Plaintiff, Plaintiff would not have provided any of the consideration or undertakings provided to Defendant during the first half of March 2013.

89. As a result of Defendant's misrepresentations, Plaintiff secured from its affiliate Stone Village Products Inc. ("Stone Village") a Termination and Mutual Release Agreement (the "TMRA") attached to Defendant's contract.

90. The TMRA releases certain rights that Stone Village had. Those rights were released in reasonable reliance on Defendant's misrepresentations and would not have been released if Plaintiff had known the true facts.

91. In addition, Defendant, through these misrepresentations was attempting to pressure Plaintiff into renegotiating the material terms of the parties' contract, which Defendant had already signed.

92. As a result of the Defendant's fraud and fraudulent misrepresentations, Plaintiff is entitled to damages in an amount to be determined at trial.

93. Plaintiff is also entitled to punitive damages because of Defendant's fraud and fraudulent misrepresentations.

EIGHTH CAUSE OF ACTION
(Tortious Interference with Contract)

94. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint as though fully set forth herein.

95. Defendant was aware at the time she abandoned the project that a principal actor, Production Designer, Costume Designer, and Director of Photography were committed to work on the Picture.

96. These parties failed to fulfill their commitments to work on the Picture because these parties left the Picture as a result of Defendant's actions and statements.

97. As a result of these individuals leaving the Picture, Plaintiff was unable to fulfill its obligations.

98. Plaintiff did not receive the benefits of its contracts with these individuals due to Defendant's actions and statements.

99. Defendant intentionally acted inappropriately and made disparaging comments to parties associated with the Picture in an effort to derail the Picture because she had failed to obtain a renegotiation of the material terms of the parties' contract.

100. In addition, Defendant's actions and disparaging statements prevented Plaintiff from replacing individuals who had left the Picture due to Defendant's actions and discouraged third parties from associating with the Picture.

101. Furthermore, Defendant's actions and statements discouraged individuals and entities from providing funding for the Picture.

102. As a result of the Defendant's tortious interference with existing and potential contracts, Plaintiff is entitled to damages in an amount to be determined at trial.

103. Plaintiff is also entitled to punitive damages because of Defendant's malicious and tortious interference with contract.

NINTH CAUSE OF ACTION
(Negligence)

104. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint as though fully set forth herein.

105. At all relevant times, Defendant had a duty to exercise reasonable care towards the safety of Plaintiff.

106. At all relevant times, Defendant had a duty to exercise reasonable care in performing her writing and directorial duties.

107. Defendant breached her duty by failing to perform her writing and directorial duties in a timely manner.

108. Defendant breached her duty, including by failing to follow appropriate safety protocols and by attempting to work while intoxicated.

109. Defendant's negligence was the legal cause of Plaintiff's damages.

110. As a result of Defendant's negligence, Plaintiff suffered damages and is entitled to compensatory damages in an amount to be proven at trial.

111. As a result of Defendant's negligence Plaintiff is entitled to punitive damages in an amount to be proven at trial.

TENTH CAUSE OF ACTION
(Request for Injunctive Relief)

112. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint as though fully set forth herein.

113. The Escrow Agreement between the parties states that the Escrow Agent, WME, will release the funds in the Escrow account to a particular party if both the Artist and Producer mutually give such instructions, or by order of a court with competent jurisdiction.

114. As Defendant Ramsay has refused to mutually agree that WME release the funds, Plaintiff is left with no recourse, but to request an injunction from this Court ordering Defendant to instruct WME to return the \$360,000 in the escrow account to Plaintiff.

115. Plaintiff is entitled to such relief, as Defendant Ramsay abandoned the project after the funds were deposited in the escrow account.

ELEVENTH CAUSE OF ACTION
(Request for Declaratory Relief)

116. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint as though fully set forth herein.

117. As a result of Defendant's misrepresentations, Plaintiff secured from its affiliate Stone Village Products Inc. ("Stone Village") a Termination and Mutual Release Agreement (the "TMRA") attached to Defendant's contract.

118. The TMRA releases certain rights that Stone Village had. Those rights were released in reasonable reliance on Defendant's misrepresentations and would not have been released if Plaintiff had known the true facts.

119. As a result of Defendant's fraudulent and negligent misrepresentations, and as a result of Defendant's material breach of her contract, the TMRA should be declared null and void.

WHEREFORE, Plaintiff requests judgment against Defendant for the following:

1. damages in an amount to be determined at trial;
2. punitive damages in an amount to be determined at trial;
3. costs of this action, including attorneys' fees;
4. an injunction ordering Defendant to instruct WME to release the \$360,000 in escrow to Plaintiff;
5. declaring that the TMRA is null and void; and
6. such other and further relief as the Court deems just and proper.

Melendres, Melendres & Harrigan P.C.

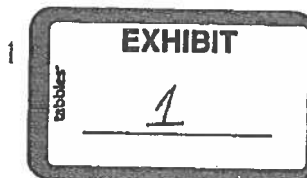
/s/ Paul Melendres
Attorney for Plaintiff
1017 5th Street NW
Albuquerque, NM 87102
(505) 243-8310 Telephone
(505) 243-9271 Fax

Jane Got A Gun -- Writing and Directing Agreement

This Agreement, dated as of July 1, 2012, is between Jane Got a Gun Production, LLC ("Company") on the one hand and Lynne Ramsay ("Director") on the other hand, with respect to Director's writing and directing services on the motion picture known as "Jane Got a Gun" (the "Picture") and with respect to the reversion to Director of all rights in the motion picture project known as "Mobius". For good and valuable consideration, including without limit Company causing its affiliate Stone Village Productions, Inc. ("SVP") to execute the Mobius Termination and Mutual Release Agreement attached hereto as Exhibit B, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1) COMPENSATION:

- a) Writing Fee: One rewrite for \$50,000 (paid 50% upon commencement and 50% upon delivery), which is acknowledged by the Company as satisfactorily delivered and acknowledged by the Director as already paid. Company to pay applicable PH&W contributions directly to WGA and has already paid for the cost of Director joining the WGA. For avoidance of doubt, all writing services were and are provided in conjunction with Company's WGA signatory company, SVP.
- b) Directing Fee: \$750,000 ("Directing Fee"), to be quoted as \$750,000. On a confidential, non-precedential basis, Director will defer \$300,000 of this amount (the "Deferral"). Un-deferred portion of the Director Fee payable 20% on commencement of pre-production (but no later than two business days following Director's execution hereof), 60% in equal weekly payments over principal photography, 10% on delivery of director's cut and 10% on dubbing and scoring (although Director will still be obligated to render services through delivery to the North American distributor). Deferral paid following Recoupment (as defined in Exhibit A, after only the deferrals (if any) paid to Natalie Portman and Michael Fassbender (or his replacement of a similar stature) (the "First Deferral Pool"), but on a pro-rata and pari passu basis with Joel Edgerton, and no person or entity (other than the First Deferral Pool, or as otherwise set forth in the definition of Adjusted Gross Proceeds attached as Exhibit A) to earlier receive any unbudgeted amounts. For avoidance of doubt, nothing contained herein is intended to restrict the right of Company to grant deferments to persons receiving such deferments after the deferment to Director.
- c) Pay-or-Play and No Right to Replace: Director shall be pay-or-play (subject only to Director's death, disability or uncured material breach) upon the earlier of: (A) satisfaction of the following conditions: i) Natalie Portman is unconditionally committed to star in the Picture on the mutually agreed start date (as evidenced by a confirming email from Natalie Portman or her representative), ii) the screenplay has been mutually approved by Director and Company, iii) either Michael Fassbender or his replacement for the male lead ("Male Lead"), which replacement, if any, has been mutually approved by Director and Company, is unconditionally committed to star in the Picture on the mutually (by Director, Company, Portman and such Male Lead) agreed start date (as evidenced by a confirming email from such Male Lead or his representative), and iv) Director and the completion guarantor having mutually agreed upon the Bond Inducement Letter (defined below), and (B) commencement of principal photography of the Picture. It is presently contemplated that the Picture will start principal photography on or about March 11, 2013, subject to availability of the Male Lead. If by March 11, 2013, Company has not pay or played Director, then all obligations by Director to Company and Company to Director shall cease. Notwithstanding that the conditions to becoming pay or play have not been satisfied, at any time prior to March 12, 2013, Company may set a start date that is within 90 days of March 11, 2013, make Director pay-or-play, and, within five (5) business days thereafter, escrow the full amount of Director's Directing Fee with WME pursuant to a mutually agreed escrow agreement (and thereafter shall commence payment of Directing Fee on such start date in



accordance with a 40 consecutive day schedule of principal photography and immediately following the "Post Schedule and Procedure" as set forth below). Subject to the rights of the completion guarantor as provided pursuant to the "bond inducement letter" to be mutually agreed between Director and such completion guarantor ("Bond Inducement Letter"), the Director cannot be removed as the director of the Picture except for death, continuing disability, or material uncured breach; provided, that if the parties have not mutually agreed on the actors to play the roles of Jane and Dan and approved the screenplay prior to March 1, 2013, then Director shall have the option to either allow Company to have the tie-break, or elect to terminate this Agreement (and Director shall have no further obligation hereunder).

- d) Adjusted Gross Proceeds: 5% of 100% of Adjusted Gross Proceeds (definition attached as Exhibit A) from the Picture.
 - e) Box Office Bonuses: If any individual (including loanouts) working in any capacity or granting any rights in the Picture receives Box Office Bonuses, then Director shall be accorded the following cumulative Box Office Bonuses, to be paid to Director within 10 business days directly by distributor or by collection agent from approved collection account, if and when the cumulative box office grosses (as published in Variety) reach the following amounts: 10% of Directing Fee (i.e., \$75,000) at the earliest time that anyone else on the Picture is accorded a Box Office Bonus, and an additional \$75,000 at each increment of \$10,000,000 in DBO (or \$20,000,000 in WWBO) if such other box office bonus participant triggering threshold was based on WWBO) thereafter, which box office bonuses shall be advances against Director's Adjusted Gross participation if such other box office participant's box offices bonuses are applicable against their Adjusted Gross participation as well.
 - f) Most Favored Nations: No individual (including loanouts) working in any capacity or granting any rights in the Picture shall receive any compensation, regardless of form, that is not included in the bonded budget for the Picture and is payable prior to the Deferral and Adjusted Gross Proceeds payable to Director, other than the First Deferral Pool, box office bonuses, award bonuses to Natalie Portman, if any, or the Male Lead (if of a similar or greater stature to Natalie Portman), or as otherwise provided in accordance with the definition of Adjusted Gross Proceeds attached as Exhibit A (e.g., no one to receive a premium on deferral, award bonuses, sales bonus, contingent compensation other than Adjusted Gross Proceeds, revenue from any territory, grant of rights, side letters, etc.). In the event any individual is to be paid earlier or in a different form except as permitted in the prior sentence, Director to be immediately notified in writing and provided the same. Definitions, accounting and audit rights (of the Deferral and of any form of contingent compensation, including but not limited to "Adjusted Gross Proceeds") to be no less favorable than accorded to any person or entity receiving a deferral or any form of contingent compensation working in any capacity or granting any rights in the Picture, and accounting and audit rights to be negotiated in good faith prior to the commencement of principal photography. If any person or entity is accorded improvements to the timing of payment of the Deferral or the definition of Adjusted Gross Proceeds attached as Exhibit A, then Director shall be immediately notified and provided with the same improvements.
 - g) Award Bonus: \$25,000 for each of an Academy Award nomination and/or Golden Globe nomination; \$50,000 for each of an Academy Award win and/or Golden Globe win. All paid within 10 days of announcement or win, as applicable.
- 2) APPROVALS:
- a) Bond Company: Director acknowledges that the Picture will be bonded by International Film Guarantors as the completion guarantor. Director's services hereunder shall be subject to the rights of the completion guarantor in all respects, pursuant to the terms of the Bond Inducement Letter. Director agrees to cooperate in the process of bonding the Picture by exercising all

approvals granted to Director hereunder in a timely manner and executing such reasonable and customary documentation consistent herewith as reasonably requested by the completion guarantor after being afforded a reasonable opportunity to review and negotiation of the same.

- b) Producers: Director shall have no obligation to take any direction or comments from any producers other than Natalie Portman, Scott Steindorff and Aleen Keshishian.
- c) Prints: Company will obtain the contractual commitment from a North American distributor of the Picture to release the Picture on not less than 1,200 screens.
- d) Creative: Mutual written approval by Director and Company (with no tie break, and each of Director and Company to have a veto right but not a designation right) over all creative elements including, without limitation: the screenplay, schedule (to be budgeted for 40 days not using contingency), the budget, cast (Natalie Portman ("Jane"), Joel Edgerton ("Bishop") and Michael Fassbender ("Dan") are pre-approved, and all additional actors may be cast out of LA/NY if Director not able to find in NM), locations including incentive state(s) (New Mexico is pre-approved), personnel (including, without limitation, department heads (including visual effects), costume designer (Catherine George is pre-approved), production designer (Tim Grimes is pre-approved), cinematographer (Darius Khondji is pre-approved), assistant director, UPM (Alton Walpole is pre-approved), line producer (Scott LaStaiti is pre-approved), sound designer (Paul Davies is pre-approved), editor (Joe Bini is pre-approved) and post-supervisor) and all replacements for such personnel, and music (including, without limitation, music supervisor, composer and licensed music). Meaningful consultation on accountant (Kerry Newberry is pre-approved). The foregoing approval rights of Director are personal to director and may not be assigned or exercised by any other person on her behalf, but in all events are subject to the Bond Inducement Letter.
- e) Sales Agent: Meaningful consultation on identity of the Sales Agent (domestic & foreign) ("Scott Pictures International" is pre-approved as foreign sales agent and CAA is pre-approved as domestic sales agent) and meaningful consultation on terms of sales agency agreements entered into for the Picture. Marketing costs of up to \$150,000, international sales fee for Scott Pictures International of up to 7.5% and U.S. sales fee for CAA of up to 5%.
- f) Collection Agent: Company will engage a collection agent for the Picture (of which P'intage and Freeway are pre-approved). Director shall be a party to the collection agreement, the terms of which shall be negotiated in good faith consistent with this Agreement.
- g) Distributor & Distribution Agreements: Mutual approval over identity of the Distributor in UK (of which Lions Gate is pre-approved), US/Canada, Germany and Japan (of which Pony Canyon is pre-approved), with Company to have tie break, and meaningful consultation over all other major territories. Mutual approval over material terms of the distribution agreements entered into with UK (which terms with Lions Gate are pre-approved) and US/Canadian distributors, with Company to have tie break.
- h) Marketing: Mutual approval of international sales agent's sales materials (including, without limitation, for festivals) including, without limitation, one sheet and trailer, with Company to have tie break. Meaningful consultation regarding US/Canadian and UK distribution and release pattern and theatrical and DVD advertising campaigns (including, without limitation, UK and US/Canadian one sheet, trailer and packaging). Right to share in all additional consultation rights any producer, executive producer, Company or any of Company's executives and/or employees is granted by the US/Canadian or UK distributor; and with respect to any approval rights granted by such distributor(s) to such person or entity, a right of approval shall be afforded Director as well, with a tie break to Company.

3) CUTTING RIGHTS:

- a) Cutting: Director to have 2 cuts and 2 previews (not including a screening for the producers only (and such reasonable number of guests as Director may wish to invite, within the constraints of the reasonably-sized screening room being used) as described in subclause (c) of the "Post Schedule and Procedure" provision below, and/or any additional cuts/screenings to meet the Minimum Test Screening Score (as defined below)). As between Director and all other parties (including, without limit, Company, Handsomecharlie, Scott Pictures, any other financiers, distributors and producers), Director to have final cut (including, without limitation, titling and screen credit appearance (and, subject to applicable guild restrictions, whether main title credits appear before or after the Picture runs)) subject only to the following requirements and the "Cutting Procedure" provision below: (i) the Picture being directed substantially by Artist (*i.e.*, Artist being entitled to sole credit as the director of the Picture pursuant to the DGA credit determination); (ii) running time of 90-120 minutes (exclusive of credits) (iii) mutually approved rating (no more restrictive than "R") and primarily in color, (iv) material adherence to the approved screenplay; (v) the completion of the Picture such that the final actual below-the-line cost of the Picture is no greater than one hundred ten percent (110%) of the final budgeted costs, excluding costs resulting from the exclusions below ("Excluded Costs") (in each case certified by a third-party auditing firm); (vi) the production and/or post-production of the Picture is not projected to be over-schedule by five (5) days or more (or if less than 5 days, by ten percent (10%) of the total number of days of scheduled principal photography of the Picture), (vii) Artist exercising such cutting rights in a manner so as not to result in any costs materially in excess of the amount provided therefor in the mutually approved budget; (viii) Company's right to change the title in foreign territories with meaningful consultation with Director in major territories, and (ix) the rights, if any, of the bond company to remove the Director in event of her continuing disability or material uncured breach (subclauses (i) – (ix) above, the "Final Cut Requirements").
- b) Cutting Procedure: As between Director and all other parties (including, without limit, Company, Handsomecharlie, Scott Pictures, any other financiers, distributors and producers), Director to have final cut of the Picture; provided, however, if the Director's first preview test screening, which shall be administered by a mutually-approved marketing research company (OTX is hereby pre-approved) within the greater Los Angeles area (*i.e.*, 50-mile radius), with Director permitted to review all related materials (including, without limit, the testing questionnaire, raw test data (*i.e.*, all comments), and aggregated responses) (a "Test Screening"), scores less than 80% in the top two boxes and less than 50% definite recommend (the "Minimum Test Screening Score"), then Director and her editor to have three weeks following receipt of such Test Screening report and receipt of the producers' and Company's comments (which have been discussed and agreed by the producers/Company and aggregated into one set of comments), during which they alone will execute changes (based on comments from the Test Screening and comments from the producers and Company, provided that Director shall have final say). Following delivery by Director of such second cut of the Picture, a second Test Screening shall occur as soon as possible. If the Picture still scores less than the Minimum Test Screening Score, then Director and her editor to continue to execute changes (based on comments from each Test Screening and comments from the producers and Company, provided that Director shall have final say). Following delivery by Director of such third cut of the Picture, a third Test Screening shall occur as soon as possible. If after 3 cuts and 3 Test Screenings, the Picture still has not met the Minimum Test Screening Score, and either: (i) Company is unable to conclude an agreement with a U.S. motion picture distributor for the US distribution of the Picture without cutting the Picture in accordance with the requirements of such U.S. distributor to improve the Test Screening score, or (ii) after Company's good faith reasonable efforts to sell the Picture, there is no U.S. motion picture distributor sufficiently interested in the Picture to condition concluding an agreement on cutting the Picture to improve the Test Screening score, or (iii) if Company has concluded an agreement with a US motion picture distributor and such distributor is requiring additional changes to the Picture to improve the Test Screening score, then Director agrees to make such changes either: (A)

in the case of subclause (ii) above, as determined by Company to improve the Test Screening score in order to attempt to sell the Picture or (B) in the case of subclauses (i) or (iii) above, to satisfy the requirements of such U.S. distributor (and in the case of both (A) and (B) which changes Director shall have the right to execute). If either Director is unable or unwilling to make the changes required by such U.S. distributor (or Company if there is no US distributor under the circumstances described above), then Director shall no longer have an absolute right of final cut and Company and/or such distributor may make such required changes to conform to the distributor's requirements to improve the Test Screening score or as Company determines to improve the Test Screening score ("Distributor Cut"). Director, after viewing the Distributor Cut, may, in her sole discretion, elect to use a pseudonym (and the "Pseudonym" provision below shall govern) as provided by and in accordance with the DGA basic agreement. Notwithstanding the foregoing, and for avoidance of doubt, whether or not Director loses her right of final cut or chooses to take a pseudonym credit, Director will still have the rights set forth in section 3 (f) below.

- c) Final Cut Exceptions: Company's (and its licensees) shall have the right to make cuts and/or changes to comply with the following, with Director to have the first opportunity to execute such cuts/changes (with travel as delineated below): (i) in order to meet any legal and/or to censorship requirements (ii) in order to meet time and/or format and/or standards and practices requirements of distributors, (iii) to avoid possible litigation (i.e. to dispose of claims asserted in connection with the Picture, and/or to avoid claims arising from the Picture including, without limitation, claims asserting defamation, invasion of privacy, infringement of publicity rights, contractual breaches and/or any other violation or infringement of rights), (iv) in order to meet MPAA and other rating requirements for the Picture, (v) to meet the Final Cut Requirements.
- d) Post Schedule and Procedure: The following will be the estimated post procedure and schedule set to occur in Los Angeles, except for the 12 weeks for the Director's first cut for the Picture, based on a March 11, 2013 estimated start date, subject to adjustment based on changes in the start date and force majeure (i.e., acts of god or forces of nature): a) following the conclusion of principal photography, 3 days of clean-up followed by 2 weeks of vacation for Director; b) 12 weeks for Director's first cut (executed in London); c) preview for producers only (and such reasonable number of guests as Director may wish to invite, within the constraints of the reasonably-sized screening room being used) on or before August 12th, 2013; d) 6 Weeks for Director's second cut; e) Test Screening on October 7th, 2013; f) 3 weeks for Director and her editor to alone execute changes (based on comments from the Test Screening and comments from the producers and the Company) if the Picture does not meet the Minimum Test Screening Score; g) Picture Lock on October 25th, 2013 (subject to further extension if further cuts are required as provided in section 3(b)); and g) Final Delivery of all domestic and international materials on January 31, 2014 (subject to further extension if a further cuts are required as provided in section 3(b) above).
- e) Excluded Costs: Means costs resulting from any of the following: (a) new scenes added at the request or with the consent of Company; (b) "cover shots" or alternative scenes required to make the Picture acceptable for television broadcast which were not reflected in the approved budget for the Picture; (c) requirements imposed by a collective bargaining agreement or arising from labor disputes; (d) changes in the screenplay or production schedule or other plans for the production of the Picture required by Company after the approval by Company of the budget; (e) the occurrence of an event of force majeure (as such term is customarily defined); (f) a third party breach of contract not caused by any act or omission of director, or any disability of any principal cast member, producer or department head not caused by any act or omission of director; (g) foreign currency fluctuations relative to the financing currency; (h) any expenses reimbursed by insurance; (i) laboratory delays; (j) any budget overages or reallocations approved in writing by Company or the financiers and (k) any increases to the post-production schedule or budget to

accommodate cuts requested or approved by Handsomecharlie and/or Company if the Picture does not meet the Minimum Test Screening Score.

- f) Right to Supervise: Director to have right to supervise all cuts and all versions, including but not limited to, television, foreign, DVD (including DVD additional footage and supervising the panning and scanning of the domestic version for DVD), airplane, etc. and right to supervise all such editing, right to supervise trailer. Director to receive no additional fee for such supervisory services, but to be provided with travel as delineated below.

4) CREDIT:

- a) Director Credit: On a single card, in last position in the main titles or (at director's election) in first position in the end titles, on screen and, subject to excluded ads, in all paid ads and packaging. Director's credit shall also appear in excluded and exempted advertising (including, without limitation, in audio ads) whenever any other individual is accorded credit in such excluded and exempted advertising (except in award, nomination and congratulatory advertising naming only the honoree). In any event, credit no less favorable than any individual producers, executive producers and cast credits, including, without limitation, with regards to: size, brilliance, duration on screen, appearance before/above-the-title and appearance in artwork.
- b) Possessory credit: Possessory credit in a form to be approved by Director, in the main titles (if any presentation or production credits appear in the front titles then in the front titles, otherwise in the end titles), on screen following the production and presentation credits and appearing immediately before any actors credited before/above the title and, subject to excluded ads, in all paid ads and in all packaging. Credit as delineated above in excluded and exempted ads if any production or presentation credits appear. In any event, credit no less favorable than any production and presentation credits, including without limitation, with regards to: size, brilliance, duration on screen, appearance before/above-the-title and appearance in artwork.
- c) Pseudonym: If Director elects to use a pseudonym, Director's name may not be used in or in connection with the Picture, including without limit in publicity and advertisements. Further, Company agrees: (i) to consent to and approve Director's use of a pseudonym, (ii) not to object to, protest, appeal or otherwise challenge Director's use of a pseudonym in connection with any DGA action, request or inquiry and (iii) not to impose conditions of any kind (including, without limit, financial conditions) on its consent and approval of Director's use of a pseudonym.
- d) Co-Producer Credit: Molly Egan to be Director's designated co-producer, with credit in main titles (wherever such main titles appear based on the location of the directed by credit), on a single card, grouped with other co-producer credits and adjacent to producer credits, on screen. For avoidance of doubt, no required paid ads crediting.
- e) Third Parties: Company will contractually bind the domestic distributors of the Picture to the foregoing credit obligations, including pseudonym credit if applicable, and will provide timely notice of all such credit obligations, including pseudonym crediting if applicable, to all other distributors of the Picture and bind contractually obligate such distributors to comply with the foregoing credit obligations (and pseudonym crediting if applicable).

5) MISCELLANEOUS:

- a) Travel and Expenses: If Director is requested to travel for any reason, she shall receive two roundtrip tickets (on an as-used basis, first class in the US, otherwise business class (unless anyone else on the Picture is traveling first class)) (and the parties acknowledge that Director shall require, at a minimum, a ticket from New Mexico to London on the conclusion of principal photography, a ticket from London to LA on conclusion of Director's 12 week first cut, and a return ticket from LA to London following picture lock), first class accommodations in a first

class approved hotel (including wireless internet, breakfast and laundry) or house/apartment (including housekeeping services and wireless internet), first class exclusive ground transportation between home/airport/hotel for Director and companion, exclusive car and driver between hotel and set and any locations (or premiere or screening) for Director and companion, per diem of \$100 USD (or local currency equivalent), local cell phone and international phone cards of 300 minutes a week, and at Director's election a full size rental car with parking and insurance (if in a location where a rental car makes sense – e.g. not for NYC or London). All such travel and expenses provided to Director shall be no less favorable basis than as provided to anyone in connection with the Picture, and if they are then Director to be immediately notified and provided at least the same. In addition, Company to pay directly (up to \$5,000) to move Director's personal belongings / equipment to/from London, unless cost otherwise covered by Mobius.

- b) Award Campaign: If an award campaign is conducted by the US distributor for any major award, such distributor shall provide an initial "for your consideration" campaign for Director for the same award society/group, with no minimum required spend.
 - c) Soundtrack Album: Director to receive 1.5% royalty of Soundtrack Album. Director to have an Executive Producer credit on Soundtrack Album.
 - d) Guild: DGA and WGA.
 - e) First Negotiation: Director shall have the first negotiation to direct all subsequent production in all forms including without limitation, TV, film and theater, the terms of which shall be negotiated in good faith. The deal for films shall be no less favourable than for this deal.
 - f) Miscellaneous: First class trailer/office with amenities no less favorable than provided to any individual producers or executive producers, and a local, non-exclusive, production assistant (in addition to Molly Egan); add Director and loanout company (if any) to E&O and production insurance; photo/likeness/bio approval; invitations for Director and guest to all previews, screenings, premieres, award shows and film festivals; travel and expenses as set forth above to all major US festival screenings and premieres and, if Director is nominated, to such of the following as she is nominated: the Academy Awards, Golden Globes, DGA Awards and the New York Film Critics Circle Awards; right to retain any and all festival prizes (cash or otherwise) for best director and best picture; one copy of 35mm print (if the Picture is shot on 35mm), one copy of Soundtrack Album, twenty copies of DVD (or digital equivalent if no longer the predominate form of consumer distribution).
 - g) Mobius Turnaround. Company will, concurrently with the execution of this Agreement, cause its affiliate Stone Village Productions, Inc. to execute the Termination and Mutual Release Agreement attached hereto as Exhibit B, pursuant to which all rights in the project known as Mobius will revert and/or be assigned to Director, subject to a lien in favor of Stone Village Productions, Inc. for the Lien Amount (as defined therein), payable on the earlier to occur of (i) Director's subsequent assignment of such rights, or (ii) commencement of principal photography of a motion picture based on Mobius.
- 6) Notices
- a) To Director:
William Morris Endeavor Agency, 9601 Wilshire Boulevard, Beverly Hills, CA 90210,
Attention: Chris Donnelly.

Peikoff Mahan Law Office P.C., 173 East Broadway, C1, New York, NY 10002, Attention: Jodi Peikoff.

b) To Company:

Stone Village Pictures, 8560 West Sunset Blvd., Suite 210, West Hollywood, CA 90069,
Attention: Business Affairs / Dylan Russell.

Greg S. Bernstein, PC, 301 N. Canon Dr, Suite 318, Beverly Hills, CA 90210.

- 7) Service Period: Non-exclusive during development; exclusive starting 8 weeks prior to commencement of principal photography through delivery of directors cut; non-exclusive but first-call, first-priority thereafter through complete delivery of the Picture to North American distributor.
- 8) Certificate: Director will, concurrently with the execution of this Agreement, execute and deliver to Company the Certificate of Employment attached hereto as Exhibit C and incorporated herein by this reference, which terms shall compose part of the terms of this Agreement.

- 9) General: The parties intend to enter into a long form contract containing industry standard terms and conditions and the above terms, which will be subject to the WGA and DGA Agreements and promptly negotiated in good faith by the parties. Until such time, if ever, that such long form is entered into, this Agreement, along with the attached certificate of employment, shall be the complete binding agreement between the parties. This Agreement may be signed in counterparts, including by facsimile or transmitted electronically in either a Tagged Image Format File ("TIFF") or Portable Document Format ("PDF"), all of which shall be equally effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Deal Memo on the date first written above.

JANE GOT A GUN PRODUCTION, LLC

By: _____
Name: _____
Title: _____

Lynne Ramsay