

REVIEW BUDGET

FINANCIAL STATEMENTS

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TEST BUDGET



# WING COMMANDER III

## Requested

R&D phase successfully completed ahead of schedule. Requesting funding of (\$1,721,150) for full production of PC floppy, PC-CD, and 3DO versions to BETA for delivery on the following company ship dates:

CD-ROM	November 1994
Floppy	December 1994
3DO	March 1995

Calculated as total project budget (\$1,850,150) minus amount spent on R&D (\$129,000). Note that the R&D phase was completed ahead of schedule and under budget, but the requested figure is based on the conservative company ship dates for extra security. The team estimates shipping sooner (CD - Sept 94; Floppy - Nov 94; 3DO - Dec 94) and hitting these target dates will reduce the overall expense of the project accordingly.

## Total Budget

	PC-CD/Floppy	3DO	Total
Film Production Cost	\$230,000	\$230,000	\$460,000
Development Cost	\$919,650	\$470,500	\$1,210,750
<b>Total</b>	<b>\$1,149,650</b>	<b>\$700,500</b>	<b>\$1,850,150</b>

## Combined Projected Platform Sales (as of Nov. 3, 1993)

COMBINED PLATFORMS (CD, FLOPPY, 3DO)			
	Low	Expected	Optimistic
Thousands of Units	85	172	243
Contribution (CD&Floppy)	80.9%		
Contribution (3DO)	85.6%		
Contribution (CD&Floppy)	\$2,294,000	\$4,588,000	\$5,735,000
Contribution (3DO)	\$592,000	\$1,481,000	\$2,221,000
<b>Total Contribution</b>	<b>\$2,886,000</b>	<b>\$6,069,000</b>	<b>\$7,956,000</b>

## Lifetime Worldwide Wing Commander Sales

The Wing Commander line has proven longevity with the lifetime PC sales for Wing 1 at (246,059) and Wing 2 at (199,863). Note that these figures are for PC only and do not include SNES and Amiga sales.

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# WING COMMANDER III

## The Heart of the Tiger

IBM PC-CD / FLOPPY

### Why Origin?

#### 1.0 High Concept:

Ahead of you looms the giant shape of a Kilrathi Battlecruiser. Sweat drips from your brow as more and more detail becomes visible on its massive hull. High energy laser emplacements on the battlecruiser send a hail of colorful death toward you as you race along the exterior of the ship searching for your target. It suddenly appears ahead of you and with a rolling, twisting turn, you line up on it and fire. A massive explosion goes off tearing a gaping hole in the side of the Kilrathi ship. It begins to slow down and the rest of your squadron swoops in like sharks attacking a crippled whale and tears the lumbering battlecruiser to shreds.

From above, a squadron of Kilrathi fighters appear too late to save their base ship. With vengeance born of desperation, they tear into your squadron, determined to take as many of you with them as they can. The dogfight is as bad as you've ever seen, made more difficult by the large twisted pieces of wreckage strewn about the battle site. Only a few of you escape to fight another day.

When you return to your carrier, you will enter a fully-interactive environment with live actors who respond to your decisions and mission successes.

Wing Commander III - Heart of the Tiger is the final installment in the highly successful Wing Commander series. Employing flight technology developed for Strike Commander and motion picture filming techniques for super-realism, Wing Commander III will be the most visually exciting and action-packed interactive movie ever done.

#### 2.0 Why this is an ORIGIN product:

ORIGIN has long been known for its captivating storyline/cinematic presentation in cutting edge games. Therefore, ORIGIN is a natural choice to spearhead EA's interactive movie strategy. With the advent of CD-ROMS (PC & 3DO) a whole new interactive experience is on the horizon. We are at the crossroads on the way to a revolution in gaming experience. Never before have players had the possibility of such powerful visual and audio experience. Wing Commander III will deliver on this promise and hopefully revolutionize the CD-ROM / 3DO market, opening the eyes of the consumers to true interactive movies much in the same way Wing Commander I revolutionized the PC high-end gaming market combining stunning visuals, fast action and cinematic techniques to invent a whole new presentation style for PC games.

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Because the Wing Commander series already has a large established market of buyers, we can be sure of little downside risk even with the large investment required to fulfill the potential of CD based entertainment. Since ORIGIN created the Wing Commander series and the Strike Commander Technology provides an excellent base on which to build, ORIGIN is the logical choice to develop this game.

### 3.0 Product Overview:

Wing Commander III - The Heart of the Tiger is designed to be the last installment in the Wing Commander series. In this game, the player will fly aboard an older carrier in command of that carrier's fighter squadron.

The war is going very badly for Humanity. The Kilrathi are pushing the humans back on all fronts. The Confederation High Command decides that the only way for them to win the war is to destroy the Kilrathi home world using a new secret weapon. The player is beset with very difficult missions in an effort to bring about this end. If the player succeeds the war finally ends in resounding victory for the Confederation. If the player does not succeed, the Kilrathi invade Earth and the last battle takes place over Washington as the Kilrathi destroy the city and subjugate humanity.

#### Proposed Features include:

- \* A story line in the same cinematic vein as previous Origin games, but utilizing motion picture filming techniques to provide a level of realism surpassing all previous endeavors.
- \* The ability to affect the outcome of conversations and characters' morale by allowing the player to respond positively, negatively or indifferently to what characters do and say. This morale change will affect the way the character flies with the player during the game and how well the character flies on his own.
- \* Since the player is the Squadron Commander, the player will have ability to choose which characters fly with which other characters and which character is his wingman for any given mission.
- \* The player's squadron command duties will also include selecting loadouts for his ship and possibly for other ships under his command.
- \* This game will feature both surface and space combat. The surface combat will use the Strike Terrain Technology.
- \* Large polygonal capital ships which will get rid of the giant pixel capital ships of the previous Wing Commander games. Multiple-part ships will allow huge flaming hulks of debris when capital ships are destroyed.
- \* An instant action Wing Commander Academy type module that will allow the player to do essentially what Wing Commander Academy did. This could also be an add-on or we could ship add-ons that allow the player to fly Kilrathi ships against human ships.
- \* Interchangeable texture maps on ships to allow players to chose their own

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insignia and to show damage on the outsides of ships as they are hit. Other characters would also have their own insignia making it easy to determine who is who in multiple wing engagements.

#### PC- Specific Features include:

- \* Some type of head-to-head play where the player could fly with a wingman controlled by another player over a network or through serial ports. We could also add to the instant action module a two-player combat mode.
- \* Flat 32-bit memory which will greatly enhance performance and allow much more efficient use of the memory in the computer.
- \* The ability to play multiple digital samples so that explosions can be heard while digitized speech is playing or to produce music.
- \* SVGA cinematics and gameflow for all machines and SVGA spaceflight for Local Bus Video machines with options to switch between lo-res and hi-res during play or to save disk space if shipped on floppy.

#### 4.0 Technical Overview:

##### CD-ROM

Minimum IBM PC 386/33, 8MB RAM, Double-speed CD-ROM, VGA, 10 fps, Full sound support including Gravis, Roland, SoundBlaster, Pro-Audio Spectrum, and General MIDI. Supports mouse, keyboard, and joystick, 640x480 SVGA cinematics and gameflow..

With 486/50 - 8MB RAM, 320x200 VGA spaceflight at 20 fps, with 640x480 SVGA spaceflight at 10+ fps on Local Bus machines, With 8 MB RAM Pentium, SVGA spaceflight at 15+ fps.

##### Floppy

Above, but no CD-ROM required. No speech, filmed conversations reduced to ~10 animation frames of typical expressions. Reduced cinematic sequences, VGA only.

##### 3DO

3DO machine, spaceflight at 15-20 fps. 3DO joystick support.

#### 5.0 Audience:

This game will target existing Wing Commander fans, sci-fi action/simulation enthusiast and anyone interested in a interactive movie experience.

WING COMMANDER

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March 1, 1994	Pre-production for Full Shoot Done.
March 31, 1994	Gameflow System Done. Artificial Intelligence Done. Game Playable. All Mission Input Completed. Film/Video Production Completed.
May 1, 1994	All Post-production Done. Images into Game Format.
May 31, 1994	Midgames Completed. Conversations Done. All Missions Playable and Fun.
June 30, 1994	All Art Done. Beta Test.
August 31, 1994	CD Sign-off/Duplication Date.
November 1, 1994	Floppy Sign-off/Duplication Date.
December 1, 1994	3DO Sign-off/Duplication Date.

#### 10.0 Completed Milestones:

June 30, 1993	Joystick Routine Port Complete Gameflow Outline Done Basic 32-bit Libraries Done Strike Code Ready for Migration to 32-bit
July 31, 1993	Basic SVGA mode Done Terrain System Port Completed Basic Engine Port Completed Basic Game Loop Done Player Control Class Done Design Gameflow System Done
August 31, 1993	Collision Detection Port Done Object System Done Shield Systems Done Loading Sequence for Gameflow Done
September 30, 1993	Space Flight Dynamics Done Weapon Systems Done Gameflow Intro Interface Done Character Tracking Done
October 31, 1993	Weapons Done Gameflow Walk Thru Done Mission System Done

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#### 6.0 Deal:

\$ 1,721,150 budget for all three platforms (CD, floppy, 3DO).

CD: Team Estimated Ship Date of September 1994  
Company Estimated Ship of November 1994.

Floppy: Team Estimated Ship Date of November 1994  
Company Estimated Ship of December 1994.

3DO: Team Estimated Ship Date of December 1994  
Company Estimated Ship of March 1995.

#### 7.0 Risks:

Moderate.

All programming aspects of Wing Commander III are ahead of schedule and implemented, with the exception of capital ship interior combat. A programming schedule for the capital ships is done and implementation is proceeding.

The biggest risk we face is the production aspect of the game. A filming project of this scope has not been attempted at Origin. Eventhough we are working with the EASM studio personnel there are still many unknowns. The art plan is tied to production very closely so our art needs are significant, but currently on schedule. We should be able to continue on schedule as long as scheduled resources are available as planned.

#### 8.0 Status:

We are proceeding on or ahead of schedule in all areas.

#### 9.0 Milestones:

November 30, 1993 New HUD Technology Done.  
Damage System Done.  
SVGA EOR Done.  
EOR 32-bit Debugged w/ Capital Ship Detail.

December 31, 1993 New Dot Terrain System Complete.  
Capital Ship Detail Level Switching.  
Instant Action Module Complete.  
Test Shoot of Live Action Complete.  
Cockpit System Complete.

January 15, 1994 Shooting Script Completed.

January 31, 1994 Special Camera Effects.  
Communications System Done.

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Summary For All Platform Sales  
(as of Nov 3, 1993)

	CD (in thousands)		
	Low	Expected	Optimistic
US	20	40	50
Europe	3	5	7
Australia	-	-	-
Japan	-	-	-
Total Sales	23	45	57

	Floppy (in thousands)		
	Low	Expected	Optimistic
US	20	60	75
Europe	20	30	50
Australia	1	2	4
Japan	1	5	7
Total Sales	42	97	136

	3DO (in thousands)		
	Low	Expected	Optimistic
US	20	50	75
Europe	-	-	-
Australia	-	-	-
Japan	-	-	-
Total Sales	20	50	75

Summary For All Platform Combined Sales  
(as of Nov 3, 1993)

	COMBINED PLATFORMS (CD, FLOPPY, 3DO)		
	Low	Expected	Optimistic
US	60	130	175
Europe	23	35	57
Australia	1	2	4
Japan	1	5	7
Total Sales	85	172	243

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*DOMESTIC*  
Lifetime Worldwide Wing Commander Sales Figures

	Wing Commander	W. Commander 2
Wing 1 Floppy	220,119	
Wing 1 Deluxe Floppy	22,204	
Wing 1 Deluxe CD	3,736	
Wing 1 Speech Pack Bundle		
Wing 2 Floppy		162,906
Wing 2 Deluxe Floppy		
Wing 2 Deluxe CD		19,143
Wing 2 Speech Pack Bundle		17,814
<b>Total</b>	<b>246,059</b>	<b>199,863</b>

PC  
\$ 300,000

Approved R&D Budget of \$166,000

Resource	Months	Resource Cost	Hardware	Software
Programmers	20	\$112,800.00		
Artists	7	\$28,000		
Writer	2	\$8,000		
Sound	0	\$0		
TDA	9	\$30,600		
QA	0	\$0		
<b>Total</b>		<b>\$179,400</b>	<b>\$19,200</b>	<b>\$4,600</b>

SEGA  
SAVERN  
- 300

Realized R&D Budget

Resource	Months	Resource Cost	Hardware	Software
Programmers	20	\$94,000		
Artists	3.5	\$14,000		
Writer	2	\$4,000		
Sound	0	\$0		
TDA	5	\$17,000		
QA	0	\$0		
<b>Totals</b>		<b>\$129,000</b>	<b>\$4870</b>	<b>\$4,600</b>

Even though there are still some unknowns in the film production side of the project, we are confident that Wing Commander III delivered on all three platforms (PC-CD, PC-Floppy, 3DO) is well worth the investment. The sales projections, contribution margins and other financials reflect the interest and confidence already generated by the product.

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**Additional Note:**

In order to complete this project (all three platforms) on time, the two additional artists working on the 3DO development need:

- An SGI system fully equipped with software
- CD-ROM drives for all programmers & TDAs
- CD-ROM burner (The team will use the Strike Commander-CD machine)
- Seven hard drives (500 meg) to simulate CD-ROMs for four programmers and three TDAs

	Quantity	Unit Cost	Total
CD Drives	8	\$550	\$4,400
Hard Drives	7	\$500	\$3,500
Alias Software License	2	\$13,960	\$27,920
Soft Image Software License	2	\$20,000	\$40,000
SGI Extreme	1	\$25,900	\$25,900
SGI Indy	1	\$14,056	\$14,056
Total Cost			\$115,776

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# WING COMMANDER III

## Live Action Budget Treatment 3.5

### PREFACE

This Budget Treatment is designed to be support for the working budget. This Treatment is furnished in answer to the need for a budget approximation prior to the completion of a shooting script, which is currently scheduled for January 15, 1994. Cost estimates herein are based on a set of given suppositions and are not based on a comprehensive breakdown and schedule, which cannot be determined accurately until the shooting script is delivered. These numbers are likely to change as the script comes into focus. These estimates are rough in that official deal memos will reflect actual agreed upon costs. Actual deals struck upon bids will be reflected in the Working Budget, but appear here only to signify a potential cost.

This Budget Treatment supports two primary scenarios that will facilitate the completion of this project: film production vs. video tape production. Each scenario is based on information gathered in preparation for the Test Shoot and appears here to show that distinctly different options are available to us.

### PHASES OF PRODUCTION

This Budget Treatment takes into consideration two master phases of our production: The Test Production and the Real Production. Each phase is broken down into segments of Preproduction, Production, and Postproduction. In our current R&D mode, a great deal more concentration is being placed on the test as it will significantly affect the parameters of the actual production.

Preproduction includes script breakdown and scheduling, casting, crew identification and contracting, prop, costume and prosthetic development, location finding, equipment finding, set construction and other tasks which support and facilitate production. Production includes execution the production schedule and recording the scenes onto the medium of our choosing, video tape or film. Postproduction includes processing the recorded images into a format that we can work with in-house.

For film, postproduction entails developing the film negative and transferring the images into the SGI environment in a computer readable format (for example, Targa files). There are currently two processes available for scanning film images. First, each frame of film could be scanned directly into Targa files using a film recorder. In the second process, a "Rank" machine transfers the film to D1 component video tape format, then the video frames are "grabbed", one at a time, to Targa files. EA Media Lab has the capability to grab the D1 video tape into Targa files, but the Rank process would have to be performed by a third party production facility. For video, postproduction entails scanning D1 frames into Targa or similar format files, using the EA Media Lab.

Side car development includes the development of elements which do not fit into the three phases of production identified above.

### SUMMARY OF LIVE ACTION PRODUCTION

Item	Cost
Side Car Development	\$58,905
Ultimatte Test Shoot	\$21,647
Film Test Shoot	\$26,914
Cast Budget	~\$150,000
Real Production Budget	~\$200,000
Total	\$457,466

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## MEDIA CONSIDERATIONS

### 1. Film

- A. 35 mm film: Industry standard that promises to deliver rich images.
  - a. Production: Fairly easy to handle. The Norm.
  - b. Cost: High.
  - c. Method: Bluescreen / Ultimatte Cinefusion in postproduction.
  - d. Postproduction:
    - i. Transfer select frames to D1 (Rank Process via. Image Transform, Inc.) and then transfer D1 into Targa/RGB files for SGI (EA Media Lab).
    - ii. Transfer directly into SGI environment (Motion Pixel Corporation).
- B. Super 16mm film: Standard 16mm film, format accommodates a larger image area.
  - a. Production:
    - i. Popular in Europe and getting somewhat here in the U.S.
    - ii. Negative stock and processing costs are lower than 35mm.
    - iii. Harder to work with due to the conversion process and the availability of cameras and post facilities.
  - b. Cost: Medium-High
  - c. Method: Blue screen/Ultimatte Cinefusion in post
  - d. Postproduction:
    - i. Requires and Ursa Rank for Super 16 for transfer.
    - ii. Still looking for a transfer house.
    - iii. D1 transfer to Targas still applies. (EASM)

#### Notes:

- a. How film transfers to a PC platform resolution. Will it make a substantial difference?
- b. A large cost associated with film is "printing", where positive prints are made from the negative. We will be working directly with the negative, and will not require prints.
- c. Film directly to Targa format eliminates interlace artifacts associated with video.

### 2. Video

- A. Component Video: Cheaper and easier to use than film and quality can be "very good" if product is kept "component" (separate and distinct RGB values for each pixel). Options for Digital signal medium include: Beta SP and D1 format video tape.
  - a. Production: Easy to deal with. Must pay special attention to lighting so that it does not look like "video lighting".
  - b. Cost: Medium. Cheaper than film.
  - c. Method: Blue screen/Ultimatte on the set and in POST.
  - d. Postproduction: Simple transfer from D1 to Targas (EASM) or even Beta SP to D1 to Targas (EASM).

#### Notes:

- a. Can "treating" the tape to have a "film look" provide the quality images that we desire.
- b. Can we work around the problems associated with video interlace artifacts in the digital domain.

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## SIDE CAR DEVELOPMENT

Item	Footnotes	Cost
Costume Development	12	\$10,500
Prosthetic Development	13	\$35,000
Prop Development	14	\$10,000
Casting Director	15	\$2,500
Academy Players Directory		\$35
Movie Magic: Budgeting and Scheduling software		\$870
<b>Total:</b>		<b>\$58,905</b>

## ULTIMATTE TEST PRODUCTION

### Regional Shoot (Dallas)

Breakdown: 4 scenes (1@: convo, midgame, briefing, debriefing)  
 Screen Time: Approx 8 minutes.  
 Formats: Video: Ultimatte/D1/BetaSp  
 Prod. Days: Two  
 Stage: The Production Facility, Dallas  
 Crew: Above the Line and Below the Line Dallas local.  
 Screen FX: Ultimattist and equipment from Dallas. (Best in the regional industry)  
 Cast: Test: ALL local talent. Dallas Area  
 Post: Two days, EA Productions, San Mateo

### Notes:

- This is a Non-Union shoot. Travel and lodgings for Austin specific talent, crew and staff are factors.

### Preproduction

Item	Footnotes	Days	Unit Cost	Cost
Director of Photography		5	\$400	\$2,000
Talent Rehearsal - Non Union (4 primaries)		1*4	\$75	\$300
Bluescreen Paint		n/a	\$600	\$600
<b>Subtotal:</b>				<b>\$2,900</b>

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### Production Personnel

Item	Footnotes	Days	Unit Cost	Cost
Director of Photography		2	\$400	\$800
Camera Assistant		2	\$175	\$350
Propmaster		2	\$150	\$300
Wardrobe		2	\$120	\$240
Ultimatte Operator		2	\$400	\$800
1 Grip/Tape Op		2	\$325	\$650
Makeup Artist		2	\$125	\$250
Audio Recordist		2	\$175	\$350
2 Production Assistants		2*2	\$60	\$240
Production Consultant	2	2	\$0	\$0
Catering	3	2*20	\$20	\$800
Continuity		2	\$120	\$240
Talent (4 primaries)		2*4	\$75	\$600
<b>Subtotal:</b>				<b>\$5,620</b>

### Production Equipment

Item	Footnotes	Days	Unit Cost	Cost
Video Camera: (Digital) Sony 700 w/CCU		2	\$350	\$700
Video Camera: (Tube) Ikegami		2	\$350	\$700
1 Ton Lighting Rig including Stage		2	\$550	\$1,100
Ultimatte (Package)		2	\$750	\$1,500
D1 Tape Deck		2	\$600	\$1,200
Mac w/NuVista Card and Photostyler	17		\$0	\$0
BetaSP (Playback Deck)		2	\$300	\$600
BVW-50 BetaSP		2	\$300	\$600
DAT Audio Recorder		2	\$250	\$500
Raw Stock D1 Video Tape D1L76		2 Tapes	\$160	\$320
Raw Stock BetaSP Tape BCT20MLA		20 Tapes.	\$22.50	\$450
Raw Stock DAT Tape		4 Tapes	\$8	\$32
<b>Subtotal:</b>				<b>\$7,702</b>

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### Incidentals

Item	Footnotes	People	Unit Cost	Cost
Travel Expenses to Dallas	5	3	\$450	\$1,300
Subtotal				\$1,300

### Postproduction

Item	Footnotes	Expense	Unit Cost	Cost
Transfer D1 to Targa	4	30 hours	\$85	\$2,550
Magneto-Optical Media	11	9 disks	\$175	\$1,575
Subtotal				\$4,125

## FILM TEST PRODUCTION

### West Coast Shoot (Los Angeles)

Breakdown: 4 scenes (1@: convo, midgame, briefing, debriefing)  
 Screen Time: Approx. 8 minutes.  
 Formats: Film: 35 mm, Super 16mm  
 Prod. Days: Two  
 Stage: Motion Pixel Corporation, Los Angeles  
 Crew: Above the Line and Below the Line, Los Angeles local.  
 Screen FX: Blue Screen.  
 Cast: ALL Los Angeles talent.  
 Post: Motion Pixel Corporation, Image Transform, EA Media Lab

#### Notes:

- Would prefer this to be a Non-Union shoot, however this is unlikely.
- Travel and lodgings for Austin specific talent, crew and staff, are factors. This budget assumes an "ad hoc" crew and equipment budget.
- Situation could be more cost/resource effective in a turnkey operation (one deal with a production facility).

### Preproduction

Item	Footnotes	Days	Unit Cost	Cost
Talent Rehearsal - Non Union (4 primaries)		1*4	\$100	\$400
Subtotal				\$400

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### Production Personnel

Item	Footnotes	Days	Unit Cost	Cost
Director of Photography		2	\$400	\$800
Camera Operator		2	\$400	\$800
Camera Assistant		2	\$175	\$350
Propmaster		2	\$200	\$300
Wardrobe		2	\$180	\$360
1Grip		2	\$325	\$650
Makeup Artist		2	\$200	\$400
Audio Recordist		2	\$225	\$450
2 Production Assistants		2*2	\$80	\$320
Production Consultant	2	2	\$0	\$0
Catering	3	2*20	\$20	\$800
Continuity		2	\$150	\$300
Talent		2*4	\$100	\$800
<b>Subtotal</b>				<b>\$6,330</b>

### Production Equipment

Item	Footnotes	Days	Unit Cost	Cost
35mm Film Camera: Arriflex 35III or BL4		2	\$1,000	\$2,000
16mm Film Camera:				
Arriflex 16SRIII (Super16)		2	\$350	\$700
DAT Audio Recorder		2	\$250	\$500
Raw Stock: 35mm film	7			\$650
Raw Stock: 16mm film	8			\$480
Raw Stock: DAT Tape		4	\$8	\$32
Sound Stage	16	2	\$850	\$1,700
3 Ton Lighting Rig		2	\$800	\$1,600
<b>Subtotal</b>				<b>\$7,662</b>

### Incidentals

Item	Footnotes	# of People	Unit Cost	Cost
Travel Expenses to LA	6	3	\$750	\$2,250
<b>Subtotal</b>				<b>\$2,250</b>

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## Postproduction

Item	Footnotes	Days	Unit Cost	Cost
35mm Film Processing	7			\$230
16mm Film Processing	8			\$200
35mm to Targa Transfer	9	3,600 frames	?	?
35mm to D1 Transfer	10	2 hours	\$398	\$796
16mm to D1 Transfer	10	2 hours	\$398	\$796
Transfer D1 to Targa	4	60 hours	\$85	\$5,100
Magneto-Optical Media	11	18	\$175	\$3,150
<b>Subtotal</b>				<b>\$10,272</b>

## REAL PRODUCTION

### Recommended: Los Angeles Shoot

**Breakdown:** Waiting for finished script.  
**Screen Time:** Target: 90 Minutes or less of finished live action including conversations, midgames, mission briefings and debriefings.  
**Formats:** To be determined from R&D testing.  
**Stage:** Motion Pixel Corporation  
**Crew:** Above the Line and Below the Line. (Selection of certain key positions from local, an option.)  
**Screen FX:** Ultimattist and equipment from Dallas. (Best in the regional industry)  
**Cast:** Possible use of EASM Ultimattist contact in San Francisco.  
**Post:** ALL Los Angeles talent.  
 West coast post facilities. Additional off-line can be done locally, even house.

### Notes:

- Would prefer this to be a Non-Union shoot, however this is unlikely. Travel and lodgings for Austin specific talent, crew and staff, are factors. Support is available in area for shoot.
- This situation, in my opinion, could possibly be more cost/resource effective in a turnkey operation, such as Motion Pixel (especially in Film).

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## PRODUCTION FOOTNOTES

1. A shooting day is defined as a 10 hr. day with 1/2 hr. lunch for key crew (including local/Non-Union and Union studio). Two hot meals are provided each day and Screen Actors Guild (SAG) members cannot to exceed 10 hrs/day.
2. EA Production Consultant, Mark Day. This budget assumes that Mark will be on loan from Electronic Arts Productions, at no cost to our project.
3. Catering will be provided to key crew and talent. Catering is budgeted at SAG minimum \$7.50 lunch and \$11.50 dinner costs, covering two hot meals per day. Actual cost should be much less.
4. D1 transfer to Targa files assumes EA Media Lab billing at \$85 per hour with a throughput of two frames per minute, or 120 frames per hour. Eight minutes of finished film, at 15 frames per second, equals 3600 frames of live action.
5. Travel to Dallas for Ultimatte test shoot estimates (per person) travel at \$150 round trip, and three days at \$75 for lodging and \$25 for meals each day.
6. Travel to Los Angeles for film test shoot estimates (per person) travel at \$450 round trip, and three days at \$75 for lodging and \$25 for meals each day.
7. Raw 35mm film stock, 1400 feet at \$0.46 per foot. Developing cost is \$0.162 / foot.
8. Raw 16mm film stock, 1200 feet at \$0.40 per foot. Developing cost is \$0.162 / foot.
9. Single "per frame" cost is \$5.50. We are negotiating a bulk rate deal which will be significantly less.
10. Image Transform operates at \$398.00 per hour w/ half hour increments. We estimate 2 hours will be required to transfer the test footage (in each test case).
11. Magneto-Optical removable 500 Mb disks for the SGI are approx. \$175 each. Images transferred at 640x486 resolution in 24 bit color are approx. 1.2 Mb each. Each disk will hold 416 frames. 3600 frames will require 8.65 disks. Of course, ordering our frames at a reduced color depth will increase the number of frames per disk, lowering the number of MO disks required.
12. Estimating 20 confederation uniforms at approx \$200.00 each plus \$1000.00 in source materials. \$2,500.00 in accessories (boots, ranking symbols, patches, caps, etc.) \$2500.00 for Kilrathi costumes and accessories.
13. Prosthetic development includes 4 individual Kilrathi characters. We have several bids outstanding, but this is a moderately high-end number for premium quality work.
14. Props include Kilrathi and human armor and weapons, communicators, spaceflight helmets, etc.
15. Casting director at \$500.00 per day for 5 billing days, \$2,500.00 total.
16. Sound Stage price includes stage manager.
17. Assumes transportation of in-house equipment.

MARC DAY

SHIRLEY CHRISTON

VERGIL HARPER

CASTING CONTRACT

TEST BUDGET







## Resource

[illegible]

NB: 3D0 version to be released in Q3 Fiscal 95, shaded area indicates Company estimates vs Team estimates. Budgeted shaded area represent a worst case scenario.

PHILLIP CRISTON

VIRGIL HARPER

CASTING CONTRACT

$T \equiv \gamma T$      $B \cup D G \equiv T$



R Chris Roberts  
 ONE Gw For Alpha  
 N: IBM PC (Floppy & CD) OSI-J2

Wing Commander 3 - OST MODEL  
 WW LIFETIME OPERATING INCOME  
 (000s)

OSI CONFIDENTIAL  
 REPORT  
 17-Nov-93  
 09:55 AM

FIXED COST
BEAKEYEN
PC Floppy
165
0 SNES
986 TOTAL

OPTIMISTIC	
121,250	PC Floppy
0	SEGA
56,250	PC CD
0	SNES
177,500	TOTAL

EXPECTED	
97,000	PC Floppy
0	SEGA
45,000	PC CD
0	SNES
142,000	TOTAL

PESSIMISTIC	
48,500	PC Floppy
0	SEGA
22,500	PC CD
0	SNES
71,000	TOTAL

NET REVENUE	\$7,091	100.0%
COST OF SALES	\$1,146	16.2%
GROSS PROFIT	\$5,945	83.8%
ROYALTIES	\$0	0.0%
OTHER SALES VARIABLES	\$210	3.0%
CONTRIBUTION MARGIN	\$5,735	80.9%
OPERATING EXPENSES	\$919	13.0%
ADVANCE WRITE-OFFS	\$0	0.0%
OPERATING INCOME	\$4,817	67.9%

NET REVENUE	\$5,673	100.0%
COST OF SALES	\$917	16.2%
GROSS PROFIT	\$4,756	83.8%
ROYALTIES	\$0	0.0%
OTHER SALES VARIABLES	\$168	3.0%
CONTRIBUTION MARGIN	\$4,588	80.9%
OPERATING EXPENSES	\$816	14.4%
ADVANCE WRITE-OFFS	\$0	0.0%
OPERATING INCOME	\$3,773	66.5%

NET REVENUE	\$2,836	100.0%
COST OF SALES	\$458	16.2%
GROSS PROFIT	\$2,378	83.8%
ROYALTIES	\$0	0.0%
OTHER SALES VARIABLES	\$84	3.0%
CONTRIBUTION MARGIN	\$2,294	80.9%
OPERATING EXPENSES	\$482	17.0%
ADVANCE WRITE-OFFS	\$0	0.0%
OPERATING INCOME	\$1,812	62.9%

BLIND EFFECTIVE RATE (incl. W/O, I/H, Cost. Serv.)	17.0%
DISCOUNTED RATE OF RETURN	338.4%
(Operating Cashflow After Release / Total Investment) - 1	

	21.7%
	265.0%

	42.4%
	127.1%

LICENSE REVENUE	\$0	\$0	\$0
-----------------	-----	-----	-----

ASSUMPTIONS

	PC Floppy		CD ROM		SNES	
Avg. Gross Wholesale	\$79.95	\$29.34	\$89.95	\$45.40	\$0.00	\$0.00
16 MB Cart MBs / Full COGS	9	\$7.99	1	\$4.47	16 MB	\$0.00
For Artist	0.0	\$0	0.0	\$0	0.0	\$0
Months / Sound Designer	0.0	\$0	0.0	\$0	0.0	\$0
Months / S/W Engineer	0.0	\$0	0.0	\$0	0.0	\$0
Artists' Fees	\$0	\$0	\$0	\$0	\$0	\$0
New Adv	\$0	\$804,755	\$0	\$334,895	\$0	\$0
New Adv NONE	\$0	\$0	\$0	\$0	\$0	\$0
New Adv NONE	\$0	\$0	\$0	\$0	\$0	\$0
Fixed Direct Dev. Cost	\$804,755	\$804,755	\$334,895	\$334,895	\$0	\$0
Post Rate	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Post Rate NONE	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
NONE		0.0%		0.0%		0.0%
er of Release		1		40%		40%
Original Fixed O/H Allocated		100%		40%		40%
Date		Dec-94				
SALE DEV. ADVANCES	UNITS	ADV.	UNITS	ADV.	UNITS	ADV.
EXECUTION	80,000	\$804,755	40,000	\$334,895	0	\$0
SCRIPT	30,000	\$0	1,000	\$0	0	\$0
STRALI	2,000	\$0	0	\$0	0	\$0
TDR	1,000	\$0	0	\$0	0	\$0
PAN ALPHA	0	\$0	0	\$0	0	\$0
TWAN BETA	0	\$0	0	\$0	0	\$0
AMERIC FINAL	0	\$0	0	\$0	0	\$0

Note: Units are forecasted GROSS LIFETIME WORLDWIDE PREMIUM PRICE sales.

WING COMMANDER 3  
 PHILIP CHRISTOPH  
 VINCE HARRIS  
 CASTING CONTRACT  
 TIGHT BUDGET







MARC & AIDEN

PHILLIP CHRISTON

VIRGIL HARPER

CAYTINE CONTRACT

T<sup>1</sup>/<sub>2</sub> JT BUDGET



# PHILLIP CHRISTON

## FIRST ASSISTANT DIRECTOR

→ CORRINA, CORRINA  
NEW LINE CINEMA

Even Cowgirls Get the Blues, feature  
Fine Line Cinema

South Central, feature  
Universal/Itlan/Oliver Stone

House Party 2, feature  
New Line Cinema

The Linguist Incident, feature  
Linguist Productions

Grand Isle, feature (Second Unit)  
Turner Entertainment

Semetary, feature  
aramount

Lionheart, feature  
Universal

Sister, Sister, feature  
New World

The Wizard of Loneliness, feature  
Skouras/American Playhouse

Robotjox, feature (Second Unit)  
Empire

Dark House, feature  
City Pictures

Stealing Third, feature  
Artisan

Jivin', feature  
ACP Films

The Creeps, feature (Second Unit)  
Tri-Star

Hearts of Stone, 30 minute short  
Showtime/Enchantment Films

Free Dirt, 30 minute short  
Home Box Office

The Great O'Grady, 30 minute short  
Columbia/Chanticleer

### Commercials/Videos, including:

Propaganda  
Limelight  
O Pictures  
NBC  
Ridley Scott  
Michael Mann  
Squeek Pictures

Budweiser Superbowl  
Budweiser Summer Olympics  
Levi Strauss  
MacDonalds  
Renault  
Reebok  
Coors Light

Madonna  
David Bowie  
Gloria Estefan  
Natalie Cole  
Mouley Crue  
Van Halen  
Robbie Robertson

(Complete List Available)

DIRECTOR: JESSE NELSON  
UPM: ERIC McLEOD  
Director: Gus Van Sant  
UPM: Eric McLeod

Director: Steve Anderson  
UPM: Lowell Blank

Director: George Jackson  
Director: Doug McHenry  
UPM: Gregory Goodman

Director: Richard Shepard  
UPM: Patricia Foulkrod

Director: Mary Lambert  
UPM: Erica Fox

Director: Mary Lambert  
Line Producer: Ralph Singleton

Director: Sheldon Lettich  
Line Producer: Ted Swanson

Director: Bill Condon  
UPM: Chuck Comisky

Director: Jenny Bowen  
UPM: Helen Pollak

Director: Stuart Gordon  
UPM: Vicky Herman

Director: J.M. Zmbiti  
UPM: Self

Director: Betina Jacobson  
UPM: Clark Morgan

Director: Ron Lazarotti  
UPM: Tom Lucas

Director: Fred Decker  
UPM: Self

Director: Steve Anderson  
Line Producer: William Steakley

Director: Mike Weinberg  
Line Producer: Laura Phillips

Director: Robbie Fox  
UPM: Steve Anderson

1256 South Westgate Avenue #8  
Los Angeles, CA 90025  
310/479-2473

MARC RAIRD

Production EFFECTS

VIRGIL HARPER

CAPTIVE CONTRACT

TIST BUDGET

3:00  
3:00



MARC & AIR D

ON-SCREEN EFFECTS

VIRGIL HARPER

CASTING CONTRACT TEST BUDGET



VIRGIL L. HARPER

director of photography

4415 OceanView Blvd. #17 Montrose, Ca. 91220 Ph. 818-248-6966  
Route 1 Box 332 Terrebonne, Oregon 97760 Ph. 503 548-1126

March 14, 1994

Donna Burkons  
Via Fax

Yo! Donna,

Received your fax offer and am responding as follows.

900 7/14  
\$1000.00 per day for pre-light and shoot days.

500  
\$500.00 per day for all prep and travel days.

\$50.00 per day per diem when traveling to Austin.

You provide all accommodations and expenses incurred during travel (except meals if per diem is paid) including cab fare or car rental if I feel a car is required, along with any airport parking fees.

Sincerely,

Virgil L. Harper

I agree to the rate changes  
listed above -

Virgil Harper 3/14/94  
Donna Burkons



MARC & DAIRD

POSSIBLE EFFECTS

— 11 —

## CASTING CONTRACT

$\Gamma \equiv \gamma \tau$  BODG  $\equiv \tau$



ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL 415-571-7171  
FAX 415-571-6175

**VIA FEDERAL EXPRESS**

February 23, 1994

Ms. Helen Joy Dickson  
1234 N. Hayworth, Apartment B  
Los Angeles, CA 90046

and

Ms. Nicole Arbusto  
1901 Talmadge  
Los Angeles, CA 90027

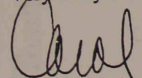
RE: "Wing Commander III"

Dear Joy and Nicole:

Enclosed for each of you is a check in the amount of \$1,500.00, representing the payment due February 21, 1994.

Please accept my apologies for the delay.

Very Truly Yours,



Carol T. Contes

cc: Richard Johnson & Prem Krishnan (Origin)  
EAP Inc./Group

Wing Commander  
Casting Directors  
02/23/94



MARC RAIRO

PROVISIONS EFFECTS

JOHN LOGAN

TEST BUDGET





ELECTRONIC ARTS PRODUCTIONS, INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

FIRST INTERSTATE BANK OF CALIFORNIA NO. 684  
177 PACE CENTER PLAZA  
SAN JOSE, CA 95108-1268

1073

16-21/1220

PAY  
TO THE  
ORDER OF

Helen Joy Dickson

2/23 1994

\$ 1500.00

One Thousand Five hundred and no/100 DOLLARS

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00

Bryan Nik

FOR Wing Commander 3

⑈000001073⑈ ⑆122000218⑆684205327⑈ 11



ELECTRONIC ARTS PRODUCTIONS, INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

FIRST INTERSTATE BANK OF CALIFORNIA NO. 684  
177 PACE CENTER PLAZA  
SAN JOSE, CA 95108-1268

1074

16-21/1220

PAY  
TO THE  
ORDER OF

Nicola Arbusto

2/23 1994

\$ 1500.00

One Thousand Five hundred and no/100 DOLLARS

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00

Bryan Nik

FOR Wing Commander 3

⑈000001074⑈ ⑆122000218⑆684205327⑈ 11



ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL. 415-571-7171  
FAX: 415-571-6375

February 9, 1994

Ms. Helen Joy Dickson  
1234 N. Hayworth, Apartment B  
Los Angeles, CA 90046

and

Ms. Nicole Arbusto  
1901 Talmadge  
Los Angeles, CA 90027

RE: Contract/"Wing Commander III"

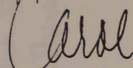
Dear Joy and Nicole:

Enclosed for each of you is a hard copy of the "Wing Commander III" contract as well as a check in the amount of \$1,550.00 which represents the first payment due to each of you plus an advance of \$50 for expenses. Please submit receipts for such expenses to Donna Burkons or forward the information to my office.

If you could both sign both contracts, and then send one original back to me, I would appreciate it since I only have a fax in the file.

Thanks.

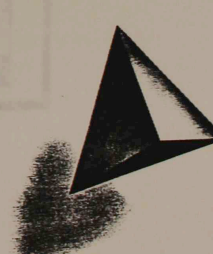
Very Truly Yours,



Carol T. Contes

cc: Tracy Snodgrass (EAP); Richard Johnson & Prem Krishnan (Origin)

Wing Commander  
Casting Directors  
02/09/94



Donna Burkons  
LOGAN  
TEST BUDGET





ELECTRONIC ARTS PRODUCTIONS, INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

FIRST INTERSTATE BANK OF CALIFORNIA NO. 684  
177 PARK CENTER PLAZA  
SAN JOSE, CA 95108-1268

1065  
16-21/1220

PAY  
TO THE  
ORDER OF

Mr. Halan Jay Dickson

One Thousand Five hundred and 45/100 DOLLARS

Feb 8 1994

\$1550.00

*Boye Nikk*

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00

9/1500.00 for services  
FOR \$1500.00 advance against expenses

⑈000001065⑈ ⑆122000218⑆684205327⑈ 11



ELECTRONIC ARTS PRODUCTIONS, INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

FIRST INTERSTATE BANK OF CALIFORNIA NO. 684  
177 PARK CENTER PLAZA  
SAN JOSE, CA 95108-1268

1064  
16-21/1220

PAY  
TO THE  
ORDER OF

Mr. Nicholas Arbusto

One Thousand Five hundred and 45/100 DOLLARS

Feb 8 1994

\$1550.00

*Boye Nikk*

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00

\$1500.00 for services  
FOR \$1500.00 advance against expenses

⑈000001064⑈ ⑆122000218⑆684205327⑈ 11

TEST BUDGET  
MARC & RAND  
PRODUCTION EFFECTS  
1044 HIGHLAND  
SAN MATEO, CA 94404



ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL: 415-571-7171  
FAX: 415-571-6375

As of January 28, 1994

Chris Schmidt  
BAUMAN HILLER & ASSOCIATES  
5750 Wilshire Blvd.  
Los Angeles, CA 90036

Re: "Wing Commander III"

Dear Chris:

This letter will confirm the agreement ("Agreement") between Electronic Arts Productions Inc. ("Producer") and Joy Dickson & Nicole Arbusto ("Artists") for Artists' services as casting directors for the interactive program currently entitled, "Wing Commander III" (the "Program"). The points of the Agreement are as follows:

1. Term of Services:

Casting services will commence on February 7, 1994 and continue through February 14 through February 25, 1994 ("Term"). If Artists' services are required or requested by Producer after expiration of the Term, either continuously or non-continuously, Artist shall provide such services to complete casting in connection with the Program at a fee to negotiated in good faith or pro-rated based on the Fee specified hereinbelow.

2. Services Provided:

The services rendered hereunder by Artists shall be those customarily rendered by casting directors in the entertainment industry for the production of live-action, videotaped and/or filmed interactive Programs, including but not limited to: setting up casting sessions, videotaping where appropriate, providing deal memos to Producer for actors to be hired for the project, and clearance of actors with the appropriate guild(s), if any and as specified by Producer. In no case shall Artists be responsible for casting of "animatronic" roles in connection with the Program.

MARC & AIR D

PRODUCTION EFFECTS

LOSH LOGAN

TEST BUDGET





3. Fees:

In consideration of Artists' services during the Term and all rights in the results and proceeds thereof in connection with the interactive Program, Artists shall receive a fee of Six Thousand Dollars (\$6,000.00), payable as follows:

February 14, 1994	\$1,500.00	Nicole Arbusto
	\$1,500.00	Helen Joy Dickson
February 21, 1994	\$1,500.00	Nicole Arbusto
	\$1,500.00	Helen Joy Dickson

If Artists render services beyond the Term, any subsequent payments shall be made at the beginning of each week or partial week of contracted employment.

The parties acknowledge that Artists are rendering services as independent contractors hereunder and shall be responsible for the payment of any employment, social security contributions or other taxes, withholding payments or other sums required by any governmental authority in connection with this Agreement.

4. Producer Responsibilities:

It is understood that Producer will provide a professional work area for Artists to use at all times where their services are required, specifically, a waiting room for actors coming in to audition or pick up material, an exclusive office for Artists' use with two telephone units, with sufficient space for auditioning pre-reads and producer call-backs, access to a fax machine and a Xerox machine, a professional-type video camera and tripod, and either non-exclusive receptionist or exclusive voice-mail access during the period of employment. Further, initial expense money in the amount of \$100.00 will be provided by Producer to Artists for video tapes and other miscellaneous supplies. If additional reasonable expenses are necessarily incurred, Artists shall obtain prior approval therefor and receipts will be provided to Producer for all expected reimbursement.

5. Credit:

Producer shall accord Artists credit for casting on screen and within the accompanying documentation of the interactive Program, substantially as follows:

**"Casting by Joy Dickson & Nicole Arbusto"**

Said credit shall be in a size and type, and in a position consistent with other production personnel rendering services in connection with the Program, as Producer shall determine in its sole discretion.

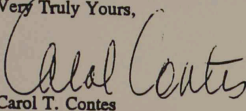


6. Proprietary Rights:

Producer shall own all right, title and interest throughout the universe in perpetuity in and to the results and proceeds of Artist's services and any materials which may be furnished or created by Artist in connection with this Agreement. The foregoing rights include, without limitation, all rights of every kind and character whatsoever (whether now known or hereafter recognized) for all known or hereafter existing uses, media and formats, including the right to copyright the Program in Producer's name, the right to exploit the Program in Interactive Media and any and all other media and formats (whether now known or hereafter devised), and the right to produce and exploit derivative works based thereon in Interactive Media and any media or formats now known or hereafter devised. It is understood that all films, video tapes and component and underlying elements thereof shall be Producer's sole and absolute property.

If the foregoing represents your understanding of our agreement, please sign where indicated below, and return this Agreement to me at your earliest convenience.

Very Truly Yours,

  
Carol T. Contes  
Senior Counsel

CTC:ns

ACCEPTED AND AGREED:

\_\_\_\_\_  
Nicole Arbusto

\_\_\_\_\_  
Helen Joy Dickson



Author: ccontes (EA/EASM000E1/ccontes) at EASM  
Date: 03/14/94 05:42 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
CC: Richard Johnson at Origin  
C: pkrishna at origin  
C: croberts at origin  
C: afoshko at origin  
Subject: Casting Director Expenses

----- Message Contents -----

Doug: Please do an expense reimbursement for Joy Dickson in the amount of \$48.22. Check should be sent to 1234 N. Hayworth #B, West Hollywood, CA 90046.

March 4, 1994

Mr. John Joy Dickson  
1234 N. Hayworth, Apartment B  
Los Angeles, CA 90046

Mr. N. Joy Adams  
1234 N. Hayworth  
Los Angeles, CA 90046

RE: "Paging Commander IT"

Dear Joy and Family:

The attached check is for a check in the amount of \$48.22, representing the payment for the expense reimbursement of Mr. Joy.

I understand you have been paid with your signature in the amount of \$75.00. Please forward the check for your account. I will arrange for cash advance.

Very Truly Yours,

*Carol*  
Carol T. Canto

Richard Johnson & Frank Johnson, Inc.  
EAS/Johnson

Richard Johnson &  
Frank Johnson, Inc.  
1234 N. Hayworth  
Los Angeles, CA 90046

MARC BAIRD

Production Effects

JOHN LOGAN

Chris Brown

TET BUDGET



ELECTRONIC ARTS PRODUCTIONS INC.  
145' FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL 415-571-7171  
FAX 415-571-6375

VIA FEDERAL EXPRESS

March 4, 1994

Ms. Helen Joy Dickson  
1234 N. Hayworth, Apartment B  
Los Angeles, CA 90046

and

Ms. Nicole Arbusto  
1901 Talmadge  
Los Angeles, CA 90027

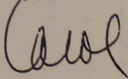
RE: "Wing Commander III"

Dear Joy and Nicole:

Enclosed for each of you is a check in the amount of \$1,500.00, representing the payment due for one additional week of services.

I understand you have incurred additional expenses in the range of \$75.00. Please forward the receipts for these expenses to me and I will arrange for reimbursement.

Very Truly Yours,

  
Carol T. Contes

cc: Richard Johnson & Prem Krishnan (Origin)  
EAP Inc./Group

Wing Commander  
Casting Directors  
03/04/94

MARC BAIRD

PRODUCTION EFFECTS

JOHN LOGAN

TEST BUDGET





MARC BAIRD  
Provisions Effects  
LOSH LOGAN  
TEST BUDGET

**PAY TO THE ORDER OF** Nicole Arbusto  
one thousand five hundred  
#000001078# 1122002181584,205327# 11

ELECTRONIC ARTS PRODUCTIONS, INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

FIRST INTERSTATE BANK OF CALIFORNIA NO. 664  
177 PINE CENTER ROAD  
SAN JOSE, CA 95128-1169

3/2 1994 \$1500.00  
no/100 DOLLARS

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00  
K. King

FOR King Camacho III

**PAY TO THE ORDER OF** Holan Joy Dickson  
one thousand five hundred  
#000001082# 1122002181584,205327# 11

ELECTRONIC ARTS PRODUCTIONS, INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

FIRST INTERSTATE BANK OF CALIFORNIA NO. 664  
177 PINE CENTER ROAD  
SAN JOSE, CA 95128-1169

3/2 1994 \$1500.00  
no/100 DOLLARS

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00  
K. King

FOR King Camacho III



03/07/94

11:16

415 571 6375

ELECTRONIC ARTS →→→ ORIGIN

002

ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL 415-571-7171  
FAX 415-571-6375

**VIA FEDERAL EXPRESS**

March 4, 1994

Ms. Helen Joy Dickson  
1234 N. Hayworth, Apartment B  
Los Angeles, CA 90046

and

Ms. Nicole Arbusto  
1901 Talmadge  
Los Angeles, CA 90027

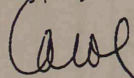
RE: "Wing Commander III"

Dear Joy and Nicole:

Enclosed for each of you is a check in the amount of \$1,500.00, representing the payment due for one additional week of services.

I understand you have incurred additional expenses in the range of \$75.00. Please forward the receipts for these expenses to me and I will arrange for reimbursement.

Very Truly Yours,



Carol T. Contes

cc: Richard Johnson & Prem Krishnan (Origin)  
EAP Inc./Group

Wing Commander  
Casting Directors  
03/04/94

MARC BAIRD

Percussion Effects

JOHN LOGAN

Native Americans

TEAT BUDGET



03/07/94 11:17

415 571 6375

ELECTRONIC ARTS ORIGIN

003

MARC BAIRD

Production Effects

1064 1064-1

Test Budget

**Electronic Arts Productions, Inc.**  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

**Pay to the order of** Nicola Arbusto

one thousand five hundred

**FOR King Camacho III**  
#000001078# 1220002181584205327# 11

**1078**  
18211220

**1094**  
18211220

**\$1500.00**  
no/100 DOLLARS

*K. King*

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00

**Electronic Arts Productions, Inc.**  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

**Pay to the order of** Helen Joy Dickson

one thousand five hundred

**FOR King Camacho III**  
#000001082# 1220002181584205327# 11

**1082**  
18211220

**1094**  
18211220

**\$1500.00**  
no/100 DOLLARS

*K. King*

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00



Author: ccontes (EA/EASMO00EA1/ccontes) at EASM  
Date: 03/01/94 12:56 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
TO: pkrishna at origin  
TO: ccontes at origin  
Subject: Re: FW: Casting Director

----- Message Contents -----  
Please process the third and final payment for hold-over services this week.

From: CRoberts @ Origin (Chris Roberts)  
To: ccontes  
Subject: Re: FW: Casting Director  
Date: Tuesday, March 01, 1994 12:13PM

Yes, they are working this week.

-Chris

Have we confirmed the \$3,000/week. Are they continuing to work? -----  
From: Contes, Carol To: Doyle, Doug Cc: Contes, Carol Subject: RE: Casting  
Director Date: Tuesday, March 01, 1994 11:44AM

This payment has not been confirmed yet, so get the check and hold it.  
\$3,000/\$1,500 each. Thanks

-----  
From: Doyle, Doug  
To: Contes, Carol  
Subject: RE: Casting Director  
Date: Tuesday, March 01, 1994 11:21AM

Nicole Arbusto left me a voice-mail this morning, saying she was waiting for  
her next cheque. I'm going to make out a cheque request and wait to hear  
from you.

Thanks.

-----  
From: Contes, Carol  
To: Roberts, Chris @ Origin; Krishnan, Prem @ Origin; Johnson, Richard @  
Origin  
Cc: EAPINC  
Subject: Casting Director  
Date: Thursday, February 24, 1994 9:10AM

Talked to the agent who says that the fee is \$3,000/week (\$1,500 each).  
If this is your understanding, let me know and I'll confirm another week at  
above price. Thx.,

MARC BAIRD

PRECISIONS EFFECTS

LOSH LOGAN

TEAT BUDGET

Author: ccontes (EA/EASM00EAL/ccontes) at EASM  
Date: 02/24/94 09:10 AM  
Priority: Normal  
TO: Richard Johnson at Origin  
TO: pkrishna at origin  
TO: croberts at origin  
Subject: Casting Director

P 012/014

----- Message Contents -----

Talked to the agent who says that the fee is \$3,000/week (\$1,500 each).  
If this is your understanding, let me know and I'll confirm another week at  
above price. Thx,.

MARC BAIRD

Previous Effects

LONG 1 MAG 1

T-34T BUDGET



Author: ccontes (EA/EASM00EA1/ccontes) at EASM  
Date: 02/23/94 02:40 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
TO: pkrishna at origin  
O: afoshko at origin  
Subject: Casting Director

----- Message Contents -----

1. The casting people should have been mailed an additional \$1,500 each on February 21, 1994. If we haven't set up this payment, let's do it and get the money out to them. Thanks. Doug will do the paperwork as a backk-up. I have attached the previous memo for all information, etc.

2. I will be doing an amendment to the agreement to extend their services for another week. I need to confirm a rate and will update you on that information.

MARC RAIRD

PROVISIONS EFFECTS

JOHN LOGAN

DAVID A. BARNES

TZT BUDGET

MARC & AIR D

POSSIBLE EFFECTS

LOCAL & GLOBAL

TEST BUDGET



MAR-11-1994 16:39

WING COMMANDER

P.012/014

FORMAT

	UNIT	DAYS	RATE	EXTENSION	ITEM TOTALS
BETA SP Camera Package	1	2	0.00	0.00	
-LDK 91 SR	1	2	0.00	0.00	
-BVW 35	1	2	192.00	384.00	E.A.
-Black Box		2			VFX
-Tek 1740	1	2	72.00	144.00	VFX
-BVM 8021/tape	1	2	33.60	67.20	VFX
-Sach 30	1	2	67.20	134.40	VFX
-zoom control	1	2	24.00	48.00	VFX
-26 pin	1	2	0.00	0.00	E.A.
-studio finder	1	2	42.00	84.00	
Geared Tilt Plate	1	2	42.00	84.00	
RCUCamera Control	1	2	0.00	0.00	E.A.
Multi Core Cable	1	2	48.00	96.00	vfx
reticle generator	1	2	33.60	67.20	
Wide angle Lens	1	2	120.00	240.00	
BVM 1310	1	2	96.00	192.00	VFX
Sony xbr	1	2	48.00	96.00	VFX
BVM 8021/ dolly	1	2	33.60	67.20	VFX
monitor switcher/ta	1	2	24.00	48.00	VFX
TC Window	1	2	33.60	67.20	VFX
BVW 50	1	2	240.00	480.00	VFX
Component Dub Cat	1	2	0.00	0.00	VFX
Walkies	2	2	19.20	76.80	VFX
matte Box	1	2	33.60	67.20	VFX
Production Switcher	1	2	72.00	144.00	
VHS reference recor	1	2	48.00	96.00	
Ultimatte 6	1	2	720.00	1440.00	VFX
-Encoder		2	0.00	0.00	VFX
-Transcoder		2	0.00	0.00	VFX
-sync gen		2	0.00	0.00	VFX
-12x1 switcher		2	0.00	0.00	VFX
-VDA		2	0.00	0.00	VFX
-delay lines		2			VFX
-screen correction	1	2	120.00	240.00	
Sales Tax reimbursed				370.87	
VIDEO EQUIP TOTAL			0.00	4734.07	4734.07
BETA SP TAPE	10	1	24.00	240.00	240.00 E.A.

MARC BAIRD

Previous Effects

LOG LOGA-1

Continued on Page 2

MAR-11-1994 16:39

P.013/014

WING COMMANDER

CREW

Tech Producer

-Prep

-Shoot

Ultimattist

-mileage/travel

D.P.

Audio

-gear

Gaffer

-prep

-shoot

Key Grip

Grip

PA's

-pre prod/prep

-shoot

MAKE UP

WARDROBE PERSON

-prep

-shoot

PROP PERSON

PRODUCTION EXPENSE

VIDEO CREW TOTAL

CATERING

-delivery

CRAFT SERVICES

COSTUMES/PROPS

ULTIMATTE FABRIC

-fabricating

STAGE

-painting labor

-paint

LIGHTING

-milage

DOLLY/TRACK

EXPENDABLES

GENERATOR

-gas/oil

FORKLIFT/LADDERS

VIDEO SHOOT TOTAL

1	2	450.00	900.00	
1	3	450.00	1350.00	
1	3	500.00	1500.00	
1	0.5	400.00	200.00	
1	0	500.00	0.00	
1	0	375.00	0.00	
1	0	150.00	0.00	
		0.00		
1	0.5	425.00	212.50	
1	3	425.00	1275.00	
1	3	425.00	1275.00	
1	3	300.00	900.00	
		0.00	0.00	
1	1	200.00	200.00	prep/deliverys
2	3	200.00	1200.00	
1	3	375.00	1125.00	
		0.00	0.00	
1	0	350.00	0.00	
1	3	350.00	1050.00	
1	3	225.00	675.00	
			593.13	
		0.00	12455.63	12455.63
20	3	15.00	900.00	900.00 +8 lunches
1	3	30.00	90.00	90.00
20	3	5.00	300.00	300.00
		0.00	0.00	0.00
1	0	180.00	0.00	0.00
1	0	35.00	0.00	0.00
1	3.5	500.00	1750.00	1750.00 new rate
1	1	400.00	400.00	400.00
10	1	60.00	600.00	600.00
1	2	1200.00	2400.00	2400.00
80	1	0.75	60.00	60.00
1	0	200.00	0.00	0.00
1	2.5	175.00	437.50	437.50
1	2	250.00	500.00	500.00
1	2.5	50.00	125.00	125.00
1	4	150.00	600.00	600.00
			8162.50	20618.13



## WING COMMANDER

## 35 MM FILM

ARRI 35mm II	1	4	0	4111.34	
2-MAGS			0.00	0.00	
COLOR VIDEO ASSIS	1	4	50.00	200.00	
VARIABLE FRAME SF	1	4	0.00	0.00	
Wide Angle Lens	1	4	0.00	0.00	
Crystal frame sync	1	2	60.00	120.00	
T.G. SLATE	1	4	0.00	0.00	
Matte box	1	4	0.00	0.00	
Film stock/5248-60	1	8	570.00	4560.00	
Film/Tape X'fer	1	1	900.00	900.00	
Processing (per ft.) 7000	1	0.24	1680.00		
<b>TOTAL</b>			0.00	11571.34	11571.34
Kino Flows	1	1	145.20	145.20	145.20
<b>FILM CREW</b>			0.00	0.00	
Cameraman	1	4	600.00	2400.00	2400.00
Camera Assistant	1	4	400.00	1600.00	1600.00
Sound Person	1	2	375.00	750.00	750.00
gear	1	2	150.00	300.00	300.00
			0.00	0.00	0.00
<b>FILM SHOOT TOTAL</b>			0.00	5196.20	16766.54

## TALENT

R. Jess	1	1	400.40	400.40	
E. Trucco	1	2	550.55	1101.10	
B. Kennedy	1	2	550.55	1101.10	
R. Christoff	1	1	825.84	825.84	
<b>SUBTOTAL</b>				3428.44	
AFTRA H&R 12.65%		1		433.70	
PAYROLL TAXES 14.00%		1		479.98	
SIGNATOR FEE 5.00%		1		171.42	
<b>TOTAL TALENT</b>				4513.54	

## PROJECT TOTAL

46872.28

JAN-31-1994 11:17

WING COMMANDER

F.002/004

FORMAT

	UNIT	DAYS	RATE	EXTENSION	ITEM TOTALS	
BETA SP Camera Package	1	2	0.00	0.00		
-LDK 91 SR	1	2	0.00	0.00		
-BVW 35	1	3	192.00	576.00		E.A.
-Black Box		3				VFX
-Tek 1740	1	3	72.00	216.00		VFX
-BVM 8021/tape	1	3	33.60	100.80		VFX
-Sach 30	1	3	67.20	201.60		VFX
-zoom control	1	3	24.00	72.00		VFX
-26 pin	1	3	0.00	0.00		
-studio finder	1	3	42.00	126.00		E.A.
Gearred Tilt Plate	1	3	42.00	126.00		
RCUCamera Control	1	3	0.00	0.00		E.A.
Multi Core Cable	1	3	48.00	144.00		vfx
reticle generator	1	3	33.60	100.80		
Wide angle Lens	1	3	120.00	360.00		
BVM 1310	1	3	96.00	288.00		VFX
Sony xbr	1	3	48.00	144.00		VFX
BVM 8021/ dolly	1	3	33.60	100.80		VFX
monitor switcher/ta	1	3	24.00	72.00		VFX
TC Window	1	3	33.60	100.80		VFX
BVW 50	1	3	240.00	720.00		VFX
Component Dub Cat	1	3	0.00	0.00		VFX
Walkies	2	3	19.20	115.20		VFX
matte Box	1	3	33.60	100.80		VFX
Production Switcher	1	3	72.00	216.00		
VHS reference recor	1	3	48.00	144.00		
Ultimatte 6	1	3	720.00	2160.00		VFX
-Encoder		3	0.00	0.00		VFX
-Transcoder		3	0.00	0.00		VFX
-sync gen		3	0.00	0.00		VFX
-12x1 switcher		3	0.00	0.00		VFX
-VDA		3	0.00	0.00		VFX
-delay lines		3				VFX
-screen correction	1	3	120.00	360.00		
Sales Tax reimbursed				556.31		
VIDEO EQUIP TOTAL			0.00	0.00	7101.11	(5917.59)
BETA SP TAPE	10	1	24.00	240.00	240.00	E.A. - get 10 tape

MARC RAIRO

Production Effects

LOSH LOGAN

Production Effects



JAN-31-1994 11:17

P.063/004

CREW

WING COMMANDER

Tech Producer							
-Prep							
* -Shoot	1	2	450.00	900.00			
Ultimattist	1	2.0(4)	450.00	1800.00			
-mileage/travel	1	2.5(4)	500.00	2000.00			
D.P.	1	0.5	400.00	200.00			
Audio	1	0	500.00	0.00			
-gear	1	0	375.00	0.00			
Gaffer	1	0	150.00	0.00			
-prep	1	0.5	425.00	212.50			
* -shoot	1	2.9(3.5)	425.00	1487.50			
Key Grip	1	2.5(3.5)	425.00	1487.50			
Grip	1	2.5(5)	300.00	1500.00			
PA's			0.00	0.00			
* -pre prod/prep	1	1.5	200.00	200.00			
* shoot	2	2.9(3.5)	200.00	1400.00			
* MAKE UP	1	2.0 3	375.00	1125.00			
WARDROBE PERSON			0.00	0.00			
-prep	1	0	350.00	0.00			
* -shoot	1	2.0(3)	350.00	1050.00			
* PROP PERSON	1	2.0(3)	225.00	675.00			
A. - PRODUCTION EXPENSE			701.88				
VIDEO CREW TOTAL			0.00				
CATERING	20	6(4)	15.00	1200.00			
-delivery	1	2.5(4)	30.00	120.00			
CRAFT SERVICES	20	4	5.00	400.00			
COSTUMES/PROPS			0.00	0.00			
ULTIMATE FABRIC	1	0	180.00	0.00			
-fabricating	1	0	35.00	0.00			
STAGE	1	2.5(4)	500.00	2000.00			
-painting labor	1	1	400.00	400.00			
-paint	10	1	60.00	600.00			
LIGHTING	1	2	1200.00	2400.00			
-milage	80	1	0.75	60.00			
DOLLY/TRACK	1	2	200.00	400.00			
EXPENDABLES	1	2.5	175.00	437.50			
GENERATOR	1	2	250.00	500.00			
-gas/oil	1	2.5	50.00	125.00			
* FORKLIFT/LADDERS	1	2.5(4)	150.00	600.00			
VIDEO SHOOT TOTAL			0.00	31322.98			

3-1-1994?  
1900.00  
1250.00  
100.00

-SPUT W/ YEAGER

1850.00  
1062.50  
750.00

prep/deliverys? 100.00  
1800.00  
750.00

700.00  
450.00  
SUBTOTAL  
129526.88

+8 lunches 750.00  
75.00  
250.00

2000.00 new rate 11250.00

SUBTOTAL 76225  
375.00  
17149.31

Page Subtotal 5917.59  
P2 23066.97

JAN-31-1994 11:18

P.004/004

# WING COMMANDER

## 35 MM FILM

ARRI 35mm II	1	3	0	4111.34	
2-MAGS			0.00	0.00	
COLOR VIDEO ASSIS	1	3	50.00	150.00	
VARIABLE FRAME SF	1	3	0.00	0.00	
Wide Angle Lens	1	3	0.00	0.00	
Crystal frame sync	1	2	60.00	120.00	
T.C. SLATE	1	3	0.00	0.00	
Matte box	1	3	0.00	0.00	
Film stock/5248-60	1	9	570.00	5130.00	
Film/Tape X'sfer	1	1	900.00	900.00	
Processing (per ft.) 7000	1	0.24	1680.00		
<b>TOTAL</b>			0.00	0.00	<b>12091.34</b>
Kino Flows	1	1	145.20	145.20	145.20 — ?
<b>FILM CREW</b>			0.00	0.00	
Cameraman	1	4	600.00	2400.00	2400.00
Camera Assistant	1	4	400.00	1600.00	1600.00
Sound Person	1	2	375.00	750.00	750.00
gear	1	2	150.00	300.00	300.00
			0.00	0.00	0.00
<b>FILM SHOOT TOTAL</b>			0.00	0.00	<b>17286.54</b>

## TALENT

R. Joss	1	1	400.40	400.40	
E. Trucco	1	2	550.55	1101.10	
B. Kennedy	1	2	550.55	1101.10	
R. Christoff	1	1	825.84	825.84	
<b>SUBTOTAL</b>				<b>3428.44</b>	
AFTRA H&R	12.65%	1		433.70	
PAYROLL TAXES	14.00%	1		479.98	
SIGNATOR FEE	5.00%	1		171.42	
<b>TOTAL TALENT</b>				<b>4513.54</b>	

PROJECT TOTAL

53123.06

MARC RAIRO

Provisions EFFECTS

JOHN LOGAN



**TO: Richard Hoover, Motion Pixel Corporation\DreamQuest**  
**FROM: Richard Johnson, Origin Systems, Inc.**  
**SUBJECT: Details Concerning Wing III Test Shoot**

Richard,

Our test consists of three scenes which will appear in our game. The purpose of the test is to compare 35mm film images with Beta SP Ultimatte, as well as to test software methods for displaying the live action images from a CD rom drive. We will be shooting film and video side by side during the test. The Beta SP frames will be grabbed using the Media Lab at Electronic Arts in San Mateo, CA. Selected film sequences will be scanned into the SGI environment at MPC. Images will be matted against computer generated backgrounds in real time, during the game.

Our purpose for engaging your services is to lend as much expertise as possible to our test experience. Origin is a leader in the game industry, but when it comes to film and live action production, we are playing catch-up to Hollywood. Our test is being produced by Mark Day, who is an employee of Electronic Arts (EA Productions, actually) in San Mateo. The crew under his command are freelance production personnel predominately from the bay area. We believe that it is more important to have extra experience on the set, rather than run the risk of not having enough. Eli Adler will DP our shoot. From what we understand, he has a very good reputation in the bay area for doing bluescreen work. You will be functioning in a consulting capacity to Origin Systems, collaborating with Eli as necessary, but also working with our storyboards, and offering any tips and suggestions which might improve our story development process. We are also very interested in learning any tricks and/or techniques for seamlessly blending live action with virtual backgrounds.

We arrive in San Francisco at 10:39am on Monday, December 13, America West #604. Upon arrival we will proceed to the Innervision Picture Studio. Directions and phone number for the studio are in a following section.

Four of us are travelling from Origin for the test shoot:

Chris Roberts is the Executive Producer of the project. He is a Vice-President of Origin and the creator of the Wing Commander Series. He will be working with Mark Day to direct the talent.

Chris Douglas is the Art Director for the project. We are scheduled to have an SGI system on-site for rendering adjustments if necessary. Chris will command the SGI. Adam Foshko and myself are in production management. We are responsible for props, as well as maintaining the shooting schedule.

When you arrive, proceed directly to the production studio and ask for Mark Day or Eli Adler. If you have any questions, please call me at home: (512) 873-7131

### Hotel Information

This is the hotel that Innervision recommended. It is reasonably close to the studio. We will be there Monday through Wednesday evening. We have made a reservation for you under your name for Monday evening.

Golden Gate Holiday Inn  
1500 Van Ness  
San Francisco, Ca.  
(415) 441-4000

### Directions to Innervision Picture Studio:

Take 101 north towards San Francisco. Exit at Army Street west, stay right and get onto Potrero Street. Stay on Potrero for approx 10 blocks. Then:

Turn left at 17th Street...  
then right on Bryant...,  
left on 16th Street...  
and right on Folsom then left onto 15th Street.

The studio is located at: 1417 15th Street  
San Francisco, CA 94103  
Telephone 415-864-4959

NOTE: There is a parking lot at 17th Street and Shotwell that costs \$4.00 for the day and may be preferable to searching for a parking spot on the street. It is only 2 blocks from the studio.

### Shoot is Scheduled as Follows:

12/12 Sunday 9am-6pm Prelight and Tech. Setup  
12/13 Monday 8am- 6pm Wing Commander III Film/Video Test Setup and Rehearse  
12/14 Tuesday 8am-6pm Wing Commander III Film/Video Test Shoot  
12/15 Wednesday 8am-6pm Wing Commander III Film/Video Test Shoot  
12/16 Thursday 8am-6pm Yeager Air Superiority Video Shoot  
12/17 Friday 8am-6pm Yeager Air Superiority Video Shoot  
12/18 Saturday 8am-6pm Nevada 51 Video Test Shoot



# Wing Commander III: The Heart of the Tiger EASM Test Production Schedule Overview---Supplementary Status Report: 09, December 1993

Compiled: A.FOSIUKO

## **SCHEDULE:**

Shoot Days: Tues 12/14, Wed 12/15  
Travel Days: Mon 12/13, Thurs 12/16  
NO PRELIGHT due to OT Constraints via MDAY.

## **LOCATION:**

Intervision Picture Studio, San Francisco, California  
(415) 864-4959

Outside Crew Coordinator: Mark Day, EASM

## **Development:**

Element	Development Status	Contact and Notes
Select of a DP to work with production crew and team	Pending	CR/Possibly through MGALVIN @MPC (Pager: (805) 372-3587)
Costume development	Proceeding	Krista S./ As of this date, 2 costumes have been completed. More are to follow. (512) 451-4590
1) Requiring 4 costumes and 2 ponchos for shoot. (Assumes all in fatigues for this test)	Out by 12/12	
2) Addressing Rank and Patch development.	Out by 12/11	Rank insignias: J.M. LOGAN Patch: (via Krista) (Mockup for test)
3) Footwear sources.	Shop Fri 12/10	Footwear: (Rich)
4) Mockup sidearm and communications props (For test consideration ONLY)	Shop Fri 12/10	Prop Mockup: (Rich) Academy
Prop development	Pending	Development of prototype. Requires artist elevs. J.M. Logan (512) 323-2935 (th), (512)453-4334 (w), (512) 908-9146 (p) in a tandem operation with Precision Effects (requires Bids from Michael Hood and J.M. Logan)

MARC RAIRN  
Precision Effects  
JOSH LOGAN  
Production Overview

# Preproduction

Element	Development Status	Contact and Notes
Script development for scenes to be shot 1) Midgame 2) Conversation 3) Prebriefing	Proceeding Complete Complete Incomplete..Lacking rewrite (AF)	GP?/ Some scenes are complete. Other scenes are pending. Special attention to dialogue is urged in further work. Proposed Weekly meeting for rewrites and general contact to encourage communication.
Story boarding scenes to be shot Mark and Plot scenes to be shot	Complete Pending	CD Marking of script Plotting of shots based on Story Boards Lighting Plot based on renders and scene
Casting talent Requirements: 4 male and 1 female players	Complete (MDAY)	CR/ Execs discretion.
Determination of film stock	Complete (Kodak 48)	Casting Session EASM on Wed. 1pm (Pacific )
Catering and Kraft Services	Complete (MDAY)	?/ Discretion of DP and/or facility EASM/ Piggy back Mark Day deal

MARC BAIRD

PRODUCTION EFFECTS

JOHN LOGAN

Production Services



Background Renders (BG plus description)	Pending	C. Douglas/ M. Verrier
<b>1) Midgame 2</b> a) LS Est Concordia (Bluehair/Redshirt) b) MS Concordia (Close 2 shot) c) Shot (Side view rocks) (ROTS Redshirt) d) Reverse Shot (Ocean)(Rear CU Bluehair) e) Shot (Rear w/ Rocks) (MCU Bluehair)  <b>2. Conversation (Gunnery)</b> a) LS Est shot w/ Flint b) MS Flint (Stars/window) c) CU Bluehair (Gunroom rear) d) CU Flint (Stars/Window) e) ECU Bluehair (Gunroom rear) f) OTS Flint (Starfield/window)  <b>3. Pre-Brief</b> a) LS Est CIC (Eisen/IO) b) Overhead Shot (Map Table) c) CU Eisen (CIC Front) d) CU Bluehair (CIC Rear)  Other shoot support considerations		
	Complete (MDAY)	EASM/Piggy back Mark Day deal

MARC RAIRD  
 POWERSHOOTS EFFECTS  
 JOHN LOGAN  
 PHILIP D. BROWN

# Shooting Days \*\*\*SPECIAL CONSIDERATIONS

Element	Status	Contact/Notes
Special Production Equipment: (Prospects) SGI w/ necessary Software (Galileo card issue)	Pending	SGI Options: 1) Get SGI from EASM 2) Get SGI from OSI
MAC w/Necessary Software (Photoshop)	Complete MDAY	3) Use SGI @ EASM (Not an option via Chris R.) 4) Get SGI from ALIAS/SGI Reps
Ultimate Green Paint	Pending	JM. Chemla and MDAY are working on these issues from both ends. John Johns/ M. Galvin:
Special Production Personnel: Chris Douglas	Complete	John Erland (Composite Component) (213)257-1167 - forwarded to Mark Day

MARK BAIRD

POSITIONS EFFECTS

JOHN LOGAN



MARC BAIRD

Precision EFFECTS

JOHN LOGAN

DAVIDA BARNES

ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL: 415-571-7171  
FAX: 415-571-6375

VIA FEDERAL EXPRESS

March 10, 1994

Mr. Marc Baird  
270 W. Elmwood Avenue, Apt. J  
Burbank, CA 91502

Re: "WING COMMANDER III"

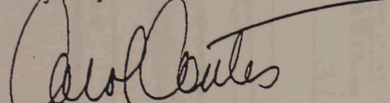
Dear Marc:

Enclosed please find a cheque in the amount of \$1,600, dated March 10, 1994, made payable to yourself, representing the second half of the fees due to you for storyboard services in connection with the above-referenced production.

Also enclosed is a cheque in the amount of \$250, dated March 10, 1994, made payable to yourself, representing payment of another five (5) days' per diem expenses.

Thank you.

Very Truly Yours,



Carol T. Contes  
Senior Counsel

CTC:dd  
encl.

cc: Richard Johnson & Prem Krishnan @ Origin (w/encl.)  
EAP Inc./Group (w/encl.)

Production Effects

JOHN LOGAN

Donna Burkhart

WALTER'S CURTAIN

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140



Precious Effects

JOHN LOGAN

Donna Burrows

WELLES FARGO

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ELECTRONIC ARTS PRODUCTIONS, INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

FIRST INTERSTATE BANK OF CALIFORNIA NO. 644  
177 PARK CENTER PLAZA  
SAN JOSE, CA 95106-1289

1094  
10-21/1220

PAY TO THE ORDER OF Mac Baird

Two hundred & fifty

3/10 1994

\$ 250.00

no 1,000 DOLLARS

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00

K. Burrows

FOR Balance of Joe Diaz M.C.III

#000001094# 1:122000218:684,205327# 11



ELECTRONIC ARTS PRODUCTIONS, INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

FIRST INTERSTATE BANK OF CALIFORNIA NO. 644  
177 PARK CENTER PLAZA  
SAN JOSE, CA 95106-1289

1095  
10-21/1220

PAY TO THE ORDER OF Mac Baird

one thousand six hundred

3/10 1994

\$ 1600.00

no 1,000 DOLLARS

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00

K. Burrows

FOR Cashel Balance

#000001095# 1:122000218:684,205327# 11

Author: ddoyle (EA/EASM00EAL/ddoyle) at EASM  
Date: 03/09/94 10:29 AM  
Priority: Normal  
TO: Richard Johnson at Origin  
Subject: RE: Wing Commander

hard -- Message Contents -----

Baird's first payment (\$1,600 fee plus \$250 per diem) was Fed-Exed to his address in Burbank for arrival on Tuesday, March 8th. In case he is trying to track this package down, the airbill number was: 7906349754, shipped by Carol Contes to Marc Baird.

Per Carol's E-Mail below, the next payment (same as above) will be Fed-Exed to you at Origin for arrival Friday, March 11th.

Thanks.

-----  
From: Contes, Carol  
To: Doyle, Doug  
Cc: Foshko, Adam @ Origin; Krishnan, Prem @ Origin; Johnson, Richard @ Origin; Warmboe, Sharon; Snodgrass, Tracey; Day, Mark  
Subject: Wing Commander  
Date: Wednesday, March 09, 1994 9:43AM

Marc Baird is due money this week (see previous E-mail requesting payments). Will you see that it GETS TO RICHARD JOHNSON at Origin in Texas by Friday. Baird is in Austin and needs the money there. Thanks!

Percy's Effects

JOHN LOGAN

Donna Bokor

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03/08/94 10:11

415 571 6375

ELECTRONIC ARTS →→→ ORIGIN

002

ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL 415-571-7171  
FAX 415-571-6375

VIA FEDERAL EXPRESS

March 7, 1994

Mr. Marc Baird  
270 W. Elmwood Avenue, Apt. J  
Burbank, CA 91502

Re: "WING COMMANDER III"

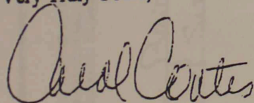
Dear Marc:

Enclosed please find a cheque in the amount of \$1,600, dated March 7, 1994, made payable to yourself, representing 50% of the fees due to you for storyboard services in connection with the above-referenced production.

Also enclosed is a cheque in the amount of \$250, dated March 7, 1994, made payable to yourself, representing payment of five (5) days' per diem expenses.

Thank you.

Very Truly Yours,



Carol T. Contes  
Senior Counsel

CTC:dd  
encl.

cc: Richard Johnson & Prem Krishnan @ Origin (w/encl.)  
EAP Inc./Group (w/encl.)



Pencil on Effects

JOHN LOGAN

DONALD BURKOWSKI

WRITTEN'S COUNSEL

irco  
ND  
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03/08/94

10:12

415 571 8375

ELECTRONIC ARTS → ORIGIN


003

 ELECTRONIC ARTS PRODUCTIONS, INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

PAY TO THE ORDER OF Marc Baird 1091  
One thousand six hundred and no/100 \$1600.00 DOLLARS  
FOR 50% of Balance W.C. II  
⑈000001091⑈ ⑆122000218⑆ ⑆84205327⑈ 11

3/7 19 94 16-21/1220  
FIRST INTERSTATE BANK OF CALIFORNIA NO. 844  
177 PARK CENTER PLAZA  
SAN JOSE, CA 95108-1268

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00  
Bryce Neil

 ELECTRONIC ARTS PRODUCTIONS, INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

PAY TO THE ORDER OF Marc Baird 1090  
Two hundred and fifty and no/100 \$250.00 DOLLARS  
FOR 1/2 Pac Diam W.C. II  
⑈000001090⑈ ⑆122000218⑆ ⑆84205327⑈ 11

3/7 19 94 16-21/1220  
FIRST INTERSTATE BANK OF CALIFORNIA NO. 844  
177 PARK CENTER PLAZA  
SAN JOSE, CA 95108-1268

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00  
Bryce Neil

PROVISIONS EFFECTS  
JOHN LOGAN  
DONALD BURKIN  
WELLESLEY COLLEGE

irco  
110  
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Author: ddoyle (EA/EASMO00EAL/ddoyle) at EASM  
Date: 03/09/94 10:29 AM  
Priority: Normal  
TO: Richard Johnson at Origin  
Subject: RE: Wing Commander

Richard --

----- Message Contents -----

Baird's first payment (\$1,600 fee plus \$250 per diem) was Fed-Exed to his address in Burbank for arrival on Tuesday, March 8th. In case he is trying to track this package down, the airbill number was: 7906349754, shipped by Carol Contes to Marc Baird.

Per Carol's E-Mail below, the next payment (same as above) will be Fed-Exed to you at Origin for arrival Friday, March 11th.

Thanks.

-----  
From: Contes, Carol  
To: Doyle, Doug  
Cc: Foshko, Adam @ Origin; Krishnan, Prem @ Origin; Johnson, Richard @ Origin; Warmboe, Sharon; Snodgrass, Tracey; Day, Mark  
Subject: Wing Commander  
Date: Wednesday, March 09, 1994 9:43AM

Marc Baird is due money this week (see previous E-mail requesting payments). Will you see that it GETS TO RICHARD JOHNSON at Origin in Texas by Friday. Baird is in Austin and needs the money there. Thanks!

1-800-238-5355

PRECEDENCE EFFECTS

JOHN LOGAN

DONALD BURKE

WINTER'S CRYSTAL

irco  
ND  
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Author: ccontes (EA/EASM00EAL/ccontes) at EASM  
Date: 03/04/94 01:22 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
TO: pkrishna at origin  
TO: croberts at origin  
TO: afoshko at origin  
Subject: Marc Baird

----- Message Contents -----

Richard: Attached is a copy of a contract for Marc Baird who is providing story board services and materials. Review, let me know if there are any mistakes or changes, and fax me a signature page when you get it.

Accounting/Payments: Baird began work on February 28 and will continue through March 11 at the rate of \$320.00/day for a total of \$3,200.00. He is also due a per diem of \$50.00 per day, which amounts to \$500.00

Doug Doyle and Sharon Warmboe: By copy of this memo, I am asking Doug Doyle to do a payment request. I would like to have two checks, one for the per diem and one for the materials/services. Sharon, if you could cut the checks and deliver them to Doug, I will send them out when I receive a fax signature on the contract from Richard Johnson.

Thanks everyone.

[[ MB34K.DOC : 3404 in MB34K.DOC ]]

104H LOGA-1

104H LOGA-1

Donna D. Borker

WRIGHT CONTRACT

arco  
440



DEPT

## FREELANCE CONTRACT

270

THIS AGREEMENT IS MADE on this 4th day of February, 1994, by and between  
ELECTRONIC ARTS PRODUCTIONS INC. ("EAP"), a Delaware Corporation, and Marc Baird  
("Contractor"), 270 W. Elmwood Avenue, Apartment J., Burbank, CA 91502, in connection with the  
interactive program currently entitled, "Wing Commander III" ("Production").

Contractor shall create, draw and deliver to EAP storyboards, as the same are known within  
the entertainment industry, for use in connection with the Production. All such materials shall be  
delivered not later than thirty (30) days after commencement of services, in accordance with the  
instructions of EAP.

In consideration of the services rendered or materials provided by Contractor and the  
acquisition of all right, title and interest in the materials provided and/or the results and proceeds of  
Contractor's services hereunder (including copyright) by EAP hereunder, EAP shall pay Contractor  
the sum of Three Hundred and Twenty Dollars (\$320.00), to be paid within 30 days of completion of  
services or delivery of the materials specified herein above.

Contractor hereby assigns all right, title and interest in and to the materials which are the  
subject matter of this Agreement to EAP, and EAP shall own all such rights in perpetuity therein  
and shall have the sole right to exploit the same in all media now known or hereinafter discovered.

The parties hereby acknowledge that Contractor is rendering services and/or providing  
materials hereunder to EAP as an independent contractor and Contractor shall be responsible for the  
payment of all withholding, social security and any other taxes which may be due and payable to  
any governmental authority in connection with the rendition of services hereunder.

This Agreement shall be governed by the laws of the State of California and reflects the  
entire understanding between the parties.

AGREED AND ACCEPTED:

ELECTRONIC ARTS PRODUCTIONS INC.

MARC BAIRD

S.S. # 384-74-8580

CA State Board of Equalization Seller's Permit # SR AC 13-842323

PER DIEM AS IS CUSTOMARY FOR A DISTANT LOCATION ~~PER~~ CONTRACTOR  
IN ADDITION TO <sup>THE</sup> DAILY RATE FOR STORYBOARD SERVICES,  
AN ALLOWANCE OF FIFTY DOLLARS (\$50.00 PER DAY)  
PER DIEM SHALL BE PAID IN CASH.  
- TIME FOR PAYMENT - CONTRACTOR WILL INVOICE EARLY ALL  
INVOICES SHALL BE PAID WITHIN THIRTY (30) DAYS OF RECEIPT  
- IF CONTRACTOR REMAINS ON PRODUCTION FOR MORE THAN  
A WEEK, EAR WILL BE INVOICED ON A WEEKLY  
BASIS AT THE HEREUPON RATE DAILY RATE TO BE PAID  
WITHIN SEVEN (7) DAYS OF RECEIPT.

SHORT FORM 1-11A

FREELANCE CONTRACT

PERMISSIONS EFFECTS  
JOHN LOGAN  
DONNA BURKOW  
WRITER'S CONTRACT  
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POSITION EFFECT

LOG LOGAL

DONALD BURKENS

WILFRED'S COUNTRY

Post 1410  $\rightarrow$  EFFECTS

JOHN LOGAN

Donna Becker

WRITER'S CORRECTION

irco  
AND  
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ELECTRONIC ARTS PRODUCTIONS INC.

MARC BAIRD  
S.S. # 384-74-8580  
CA State Board of Equalization Seller's Permit # SR AC 13-842323



03/02/94 18:22

RAY'S COPY-CENTER

2 64 APRICOT ENT.  
5000000

P.02<sup>95</sup>

to Richard Johnson &  
Carol Contes

DEAL MEMORANDUM

EMPLOYEE NAME MARC BAIRD  
ADDRESS 270 W. ELMWOOD AVE APT J  
CITY & STATE BURBANK, CA ZIP CODE 91502  
TELEPHONE NO. (818) 841-8404

SOCIAL SECURITY NO. 334-74-8580  
CALIFORNIA STATE BOARD  
OF EQUALIZATION SELLER'S  
PERMIT NO. SR AC 13-842373

DAILY RATE FOR STORYBOARD SERVICES \$320.00  
JOB TITLE STORYBOARD ARTIST  
COMPANY ORIGIN SYSTEMS INC.  
PROJECT WING COMMANDER III  
START DATE 2-4-94

TIME FOR PAYMENT: ALL INVOICES SHALL BE PAID WITHIN THIRTY (30) DAYS OF RECEIPT.

EXPENSES: ABOVE NAMED COMPANY SHALL REIMBURSE ARTIST FOR ALL ART RELATED EXPENSES (SUCH AS PAINTS, MARKERS, ART PAPERS, BRUSHES, ETC...) ARISING FROM THIS ASSIGNMENT.

PER DIEM: AS IS CUSTOMARY FOR A DISTANT LOCATION EMPLOYEE, AN ALLOWANCE OF FIFTY DOLLARS (\$50.00 PER DAY) PER DIEM SHALL BE PAID IN ADDITION TO THE DAILY RATE FOR STORYBOARD SERVICES.

DISTANT LOCATIONS DEFINED: DISTANT LOCATIONS ARE LOCATIONS ON WHICH THE EMPLOYEE IS REQUIRED TO REMAIN AWAY AND BE LODGED OVERNIGHT.

ACCOMMODATIONS: EMPLOYEES ON DISTANT LOCATION SHALL BE ENTITLED TO SINGLE ROOM HOUSING WHERE IT IS REASONABLY AVAILABLE.

OWNERSHIP OF ARTWORK: THE ARTIST RETAINS OWNERSHIP OF ALL ORIGINAL ARTWORK, WHETHER PRELIMINARY OR FINAL, AND THE BUYER SHALL RETURN SUCH ARTWORK WITHIN THIRTY (30) DAYS OF USE.

CONSENTED AND AGREED TO

DATE \_\_\_\_\_  
ARTIST'S SIGNATURE Marc Baird  
COMPANY NAME \_\_\_\_\_  
AUTHORIZED SIGNATURE \_\_\_\_\_  
NAME AND TITLE \_\_\_\_\_

Pencil & Effects

LOG LOGAL

Donna Borkowsky

WILLIAMS

irco  
ND  
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WRITER'S CONTACT

arco  
AND  
40



03/15/94

13:56

415 571 8375

ELECTRONIC ARTS ORIGIN

002

ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL: 415-571-7171  
FAX: 415-571-6375

VIA FEDERAL EXPRESS

March 14, 1994

Mr. Michael J. Hood  
Precision Effects Ltd.  
7602 San Fernando Road  
Sun Valley, CA 91352

Re: "WING COMMANDER III"

Dear Michael:

Enclosed please find a cheque in the amount of \$7,712.81, dated March 14, 1994, made payable to Precision Effects, representing the payment due March 14, 1994, with respect to Materials and Equipment, pursuant to the Amendment in connection with the above-referenced production.

Very Truly Yours,

*Carol Contes*

Carol T. Contes  
Senior Counsel

CTC:dd  
Enclosure

cc: Richard Johnson & Prem Krishnan @ Origin (w/encl.)  
EAP Inc./Group (w/encl.)



JOHN LOGAN

Donna A. Burkley

WRITER'S ROOM

trco  
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03/15/94

13:57

415 571 8375

ELECTRONIC ARTS →→→ ORIGIN

003



ELECTRONIC ARTS PRODUCTIONS, INC.  
177 PARK CENTER PLAZA  
SAN JOSE, CA 95128

FIRST INTERSTATE BANK OF CALIFORNIA NO. 84

177 PARK CENTER PLAZA  
SAN JOSE, CA 95128

3/14

19 94

1099

162111220

PAY TO THE ORDER OF Precision Effects

Satan Thousand Seven hundred Twelve and

81/100

DOLLARS

*Boyer Nick*

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00

FOR

#000001099# 1:122000218:684,205327# 11



Author: ccontes (EA/EASM00EA1/ccontes) at EASM  
Date: 03/11/94 02:58 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
CC: Richard Johnson at Origin  
pkrishna at origin  
croberts at origin  
afoshko at origin  
Subject: Precision effects

----- Message Contents -----

Precision effects is due another \$7,712.81 on Monday [oops, I'm late again].  
Tracy, can you cut the check (R. Johnson confirms that Precision is on  
schedule) and give to Doug. He'll process paperwork. Thanks.

JOHN LOGAN

DONNA BUCKLEY

WRITER'S CONFERENCE

Author: ccontes (EA/EASMO0EA1/ccontes) at EASM  
Date: 03/11/94 11:35 AM  
Priority: Normal  
TO: Richard Johnson at Origin  
Subject: PFX

----- Message Contents -----  
the payment under the old contract of \$3,450 due on 3/14 in addition to  
the new 3/14 payment of \$7,712.81? What about payment dates on amendment?  
Shouldn't we extend them out a bit?



Author: ccontes (EA/EASMO00EAL/ccontes) at EASM  
Date: 03/11/94 09:52 AM  
Priority: Normal  
TO: Richard Johnson at Origin  
CC: Richard Johnson at Origin  
pkishna at origin  
croberts at origin  
afoshko at origin  
Subject: Precision Effects.

----- Message Contents -----

I spoke with Richard Johnson this morning. Please fax the attached amendment to Michael Hood; hopefully he will fax back the signature page and let's send out the \$15,425.63 Federal Express. Michael will send back a fax signature page and let us know whether he wants the \$\$ for Saturday or Monday delivery. Thankx. [[ ANIAMNDW.DOC : 2359 in ANIAMNDW.DOC ]][[ ANIFX311.DOC : 2360 in ANIFX311.DOC ]]

Mr. Richard Hood  
Precision Effects Ltd.  
7302 San Francisco Road  
San Diego, CA 92121

Re: "PRECISION EFFECTS"

Dear Mr. Hood:

Enclosed please find a check for the amount of \$15,425.63, dated March 10, 1994, made payable to Precision Effects, representing the payment for your agency with respect to Materials and Equipment furnished to the American Intelligence Agency with the above referenced contract.

Very Truly Yours,

*Carl*  
Carl T. Connor  
Senior Counsel

CTC:44  
Enclosure

cc: Richard Johnson & Paul Johnson (3 Copies each)  
cc: [Redacted] (2 Copies each)

03/11/94 14:27 415 571 6375

ELECTRONIC ARTS --- ORIGIN

002

ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL 415-571-7171  
FAX 415-571-6375

VIA FEDERAL EXPRESS

March 11, 1994

Mr. Michael J. Hood  
Precision Effects Ltd.  
7602 San Fernando Road  
Sun Valley, CA 91352

Re: "WING COMMANDER III"

Dear Michael:

Enclosed please find a cheque in the amount of \$15,425.63, dated March 10, 1994, made payable to Precision Effects, representing the payment due upon signing with respect to Materials and Equipment, pursuant to the Amendment in connection with the above-referenced production.

Very Truly Yours,

*Carol*

Carol T. Contes  
Senior Counsel

CTC:dd  
Enclosure

cc: Richard Johnson & Prem Krishnan @ Origin (w/encl.)  
EAP Inc./Group (w/encl.)

JOHN LOGAN

DAVID BURTON

W. R. L. & S. CO. LTD.

rco  
ND  
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1000 A Addressed to  
104H LOGAN  
Donna Burke  
WRITE & CONTACT

irco  
ND  
40



ELECTRONIC ARTS PRODUCTIONS, INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

FIRST INTERSTATE BANK OF CALIFORNIA NO. 884  
177 FINE CENTRAL  
SAN JOSE, CA 95128-1200

1096  
10/21/1200

PAY TO THE ORDER OF Precision Effects

E. Fran Hoosand, four hundred twenty five

63/100

DOLLARS

\$ 15,425.63

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000

Kluger P-2

Fraser

FOR Execution of Agreement

#000001096# 1:12000218:684,805327# 11

ELECTRONIC ARTS +++ ORIGIN

03/11/94 14:28 415 571 6375

003



DRAFT  
OK'd 3-9-94

**AMENDMENT  
TO AGREEMENT**

**"AGREEMENT":**

The contract between Company and Contractor, accepted and agreed (fully-executed) as of February 2, 1994.

**"COMPANY":**

ELECTRONIC ARTS PRODUCTIONS INC.  
1450 Fashion Island Boulevard  
San Mateo, CA 94404  
Fax.: 415-571-6375

**"CONTRACTOR":**

PRECISION EFFECTS, LTD.  
7602 San Fernando Road  
Sun Valley, CA 91352  
Tel. 818-504-2617 Fax 818-504-9840

**"INTERACTIVE  
PROGRAM":**

"WING COMMANDER III"

Whereas, Contractor and Company have entered into an Agreement, as of the 2nd day of February, 1994; and

Whereas, Contractor has agreed to manufacture and deliver additional "Materials" (as said term is defined in the Agreement) to Company;

Therefore, the parties hereby amend the Agreement, as follows:

1. The following shall be deemed added to Exhibit B (Delivery Materials and Equipment Rental) of said Agreement:

**"III. ADDITIONAL MATERIALS DEVELOPMENT**

**PROSTHETIC ELEMENTS**

- Four (4) Kilrathi Warrior foam body suits. Suits fit under wardrobe elements to complete "body proportion" of background characters.

**PROP ELEMENTS**

- Four (4) Kilrathi Warrior Guard Laser Weapons.
- Six (6) Terran Helmets in two sizes, medium and extra-large. Helmet shells will be provided by Production. Helmets include dickeys, replaceable nameplates, visors and nernies attached to helmets.

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Donna Borken

WRITER'S CONTRACT

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- One (1) Hobbes space flight helmet of Terran design. Helmet should not exactly match the Terran Helmets above because 1) it is a custom design for Hobbes, and 2) Hobbes' flight suit is a previous generation design. Helmet will fit prosthetic heads.
- One (1) Kilrathi Warrior Pilot Helmet. Helmet includes shoulders and chest plate, with replaceable symbol plate. Helmet will have replaceable "horns" which will uniquely separate "Prince Thrakhath" from generic Kilrathi pilots. Helmets will be metallic bronze in color with red markings. Helmet will fit prosthetic heads.
- Four (4) Kilrathi Warrior Guard Helmets. Helmets include shoulder and chest plate. Helmets will be based on the Kilrathi Warrior Pilot Helmet, and will be modified to look like "Storm Trooper" helmets. Helmets will fit prosthetic heads, but visors will be dark so that heads will not be required under the helmet.

#### COSTUME ELEMENTS

- Six (6) Terran Flight Suits, based on a pattern supplied by Production, modified to resemble *Recall* suits. Suits will be generic fit in two basic sizes, medium and extra-large. Suits include nannies & kludge, hoses and sleeve rings.
- Six (6) Terran Flight Suit gloves. Gloves will match Terran Flight Suit and include sleeve rings.
- One (1) pair of space flight gloves for Hobbes. Gloves include sleeve rings similar to the Terran flight suit.
- Four (4) Kilrathi Warrior Guard Costumes. Costumes include fabric elements only, to interface with Helmets and foam body suits.

2. The Fees specified in the Agreement for Materials/Development, shall be increased to account for the Additional Materials to be prepared and delivered by Contractor as specified below, and the following shall be deemed included within the Agreement on page 2, in "Fees", as a subsection to "Materials/Development":

#### "Additional Materials/Development"

Prosthetic Elements	\$ 7,500.00
Prop Elements	11,700.00
Costume Elements	<u>9,300.00</u>
Sub-Total	\$28,500.00
	<u>+ 2,351.25*</u>
*California Sales Tax	
Total	\$30,851.25"

3. The following shall be deemed added to Exhibit "C" (Payment Terms):

\$ 15,425.63 on execution of this Amendment

LEON A. VANCE

JOHN LOGAN

Donna Burkens

WRITER'S CONTRACT

irco  
ND  
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\$ 7,712.81 on 3/14/94  
\$ 4,627.69 on 3/21/94  
\$ 3,985.12 on 3/28/94 or final delivery of Additional Materials,  
whichever last occurs."

4. Except as specified above, all other terms and conditions of the Agreement between the parties shall be deemed continuing in full force and effect.

ACCEPTED AND AGREED as of this \_\_\_\_ of March, 1994:

Precision Effects Ltd.

\_\_\_\_\_  
Michael J. Hood

Electronic Arts Productions Inc.

\_\_\_\_\_



Author: ccontes (EA/EASMO0EA1/ccontes) at EASM  
Date: 03/08/94 04:04 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
TO: pkrishna at origin  
TO: croberts at origin  
TO: afoshko at origin  
Subject: Precision Effects - Amendment

----- Message Contents -----  
Attached is the amendment for Precision Effects.

1. Richard: Please review and let me know if this is OK with you. I have to admit that I didn't understand some of the things (i.e., "hernies attached to helmets") so I appreciate your help. Spell check was a challenge!
2. Doug: Please prepare a payment request indicating the following payments and calendar the payments in your follow-up calendar:

Total for Prosthetic Elements \$7,500.00  
Total for Prop Elements 11,700.00  
Total for Costume Elements 9,300.00

Cost of all elements combined \$28,500.00  
California Sales Tax (8.25%) 2,351.25

Total Cost for all elements, including sales tax \$30,851.25

PAYMENT SCHEDULE:

\$ 15,425.63 on execution of this agreement.  
\$ 7,712.81 on 3/14/94  
\$ 4,627.69 on 3/21/94  
\$ 3,085.12 on 3/28/94 or final delivery of all Materials, which ever occurs.

Total ADDITIONAL PAYMENTS: \$30,851.25 (\$28,500+ \$2,351.25 sales tax)

3. Tracy: Please cut the first check of \$15,425.63 and send it to Doug Doyle. We'll forward it as soon as I get an executed copy of the amendment by fax or mail.

Thanks!

[[ ANIAMNDW.DOC : 4188 in ANIAMNDW.DOC ]]

JOHN LOGAN

Douglas Burke

WILLIAM BURKE

arco  
N D  
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DOCUMENT DRAFT PENDING AMENDMENT TO PFX AGREEMENT DATED 1/31/94

EXHIBIT "B"  
Additional Materials Development

Program: Wing Commander III

PROSTHETIC ELEMENTS

Four (4) Kilrathi Warrior foam body suits. Suits fit under wardrobe elements to complete "body proportion" of background characters.

PROP ELEMENTS

Four (4) Kilrathi Warrior Guard Laser Weapons.

Six (6) Terran Helmets in two sizes, medium and extra-large. Helmet shells will be provided by Production. Helmets include dickeys, replaceable nameplates, visors and nermies attached to helmets.

One (1) Hobbes space flight helmet of Terran design. Helmet should not exactly match the Terran Helmets above because 1) it is a custom design for Hobbes, and 2) Hobbes' flight suit is a previous generation design. Helmet will fit prosthetic heads.

One (1) Kilrathi Warrior Pilot Helmet. Helmet includes shoulders and chest plate, with replaceable symbol plate. Helmet will have replaceable "horns" which will uniquely separate "Prince Thrakhath" from generic Kilrathi pilots. Helmets will be metallic bronze in color with red markings. Helmet will fit prosthetic heads.

Four (4) Kilrathi Warrior Guard Helmets. Helmets include shoulder and chest plate. Helmets will be based on the Kilrathi Warrior Pilot Helmet, and will be modified to look like "Storm Trooper" helmets. Helmets will fit prosthetic heads, but visors will be dark so that heads will not be required under the helmet.

COSTUME ELEMENTS

Six (6) Terran Flight Suits, based on a pattern supplied by Production, modified to resemble *Recall* suits. Suits will be generic fit in two basic sizes, medium and extra-large. Suits include nermies & kludge, hoses and sleeve rings.

Six (6) Terran Flight Suit gloves. Gloves will match Terran Flight Suit and include sleeve rings.

One (1) pair of space flight gloves for Hobbes. Gloves include sleeve rings similar to the Terran flight suit.

Four (4) Kilrathi Warrior Guard Costumes. Costumes include fabric elements only, to interface with Helmets and foam body suits.



EXHIBIT "C"  
Additional Materials  
Cost Summary and Payment Schedule

COST SUMMARY

Total for Prosthetic Elements	\$7,500.00
Total for Prop Elements	11,700.00
Total for Costume Elements	<u>2,300.00</u>
Cost of all elements combined	\$28,500.00
California Sales Tax (8.25%)	<u>2,351.25</u>
Total Cost for all elements, including sales tax	\$30,851.25

PAYMENT SCHEDULE

- \$ 15,425.63 on execution of this agreement.
- \$ 7,712.81 on 3/14/94
- \$ 4,627.69 on 3/21/94
- \$ 3,085.12 on 3/28/94 or final delivery of all Materials, which ever last occurs.

LEON A. ARONSON

JOHN LOGAN

DAVID BOKKON

WRITER'S CONTRACT

irco  
AND  
140

## FAXit Cover Sheet

**From:**  
MICHAEL HOOD  
PRECISION EFFECTS, LTD.

**Phone:** 818 504 2617  
**FAX:** 818 504 9840

**To:**  
RICHARD JOHNSON

Pages following: 3

RICHARD-  
CALL ME, DUDE!

CHRIS,

I NEED YOUR VERBAL APPROVAL  
ON THIS SO PFX CAN GET STARTED.  
THANKS. RJ

PLEASE LEAVE THIS UNDER MY DOOR.

Sent by The Complete Communicator



March 3, 1994

Richard Johnson  
Origin Systems, Inc.  
12940 Research Blvd.  
Austin, Texas 78750

Richard,

As requested, please find the list of costume and prop elements and their respective costs, as we discussed, on Wednesday. To better accommodate our delivery schedule, and that of the shoot, it is my recommendation that we commence work immediately, upon a temporary verbal agreement, with the usual payment schedule in place (50% down, 25% at the end of week 1, 15% at the end of week 2, and the balance at the end of the third week). As we discussed, we can work out the specifics of the actual contract at your earliest convenience. We really need to get started right away, so anything you can do on your end to expedite things...

Below, the requested items and their costs:

- ✓ • **TERRAN HELMET** (2 sizes)(6 units) \$ 2,500.00 (plus Tax)  
(dickeys, replaceable nameplates, visors and nermies attached to helmets, to be supplied by Production)
- ✓ • **HOBBS HELMET** (1 unit) \$2,400.00 (plus Tax)  
(includes dickey, etc.)
- **KILRATHI WARRIOR PILOT HELMET** (1 unit) \$2,600.00 (plus Tax)  
(includes shoulders, etc., w/replaceable nameplates, will fit heads)
- ✓ • **KILRATHI WARRIOR GUARD HELMET** (4 units) \$2,000.00 (plus Tax)  
(includes shoulders, etc., modified from pilot helmet, will fit heads)
- ✓ • **KILRATHI WARRIOR GUARD COSTUME** (4 units) \$2,800.00 (plus Tax)  
(fabric elements only, to interface w/Helmets & BG Body Suits)
- ✓ • **KILRATHI WARRIOR BACKGROUND FOAM BODY SUITS** \$7,500.00 (plus Tax)  
(4 units)(fit under wardrobe elements to complete "body proportion" of BG characters for which you already have hands & feet)
- ✓ • **KILRATHI WARRIOR GUARD HAND PROPS** (4 units) \$2,200.00 (plus Tax)  
(cattle-prod/laser weapons)
- ✓ • **TERRAN SUIT MODIFICATIONS** (6 Units) \$1,800.00 (plus Tax) *> SPLIT 2*  
(includes nermies & kluge, hoses and sleeve rings)
- ✓ • **TERRAN SUIT GLOVES** (6 units) \$900.00 (plus Tax)  
(includes sleeve rings)
- ✓ • **HOBBS SUIT GLOVES, PATTERN & CONSTRUCTION** (1 unit) \$800.00 (plus Tax)  
(includes sleeve rings to match Terran)

CUT [



- **COST OF ALL ABOVE ELEMENTS, COMBINED**  
(Above items were discussed on Wednesday, March 9) **\$25,500.00 (plus Tax)**
- **CA STATE SALES TAX (8.25%)**  
(Above items were discussed on Wednesday, March 9) **\$2,103.75**
- **TOTAL COST OF ALL ABOVE ELEMENTS, INCLUDING TAX**  
(Above items were discussed on Wednesday, March 9) **\$27,603.75**

Additional elements requested, and their manufacturing costs:  
(The following items are additional, plus tax)

- ✓ • **TERRAN FLIGHT SUITS, PATTERN & CONSTRUCTION** (6 Units) **\$4,800.00 (plus Tax)**  
(to resemble *Recall* suits- includes nermies & kluge, hoses and sleeve rings) - 2 m - 4xl
- ✓ • **HOBBS FATIGUES, PATTERN & CONSTRUCTION** (1 unit) **\$1,600.00 (plus Tax)**  
(to match Terran, Production will supply all fabric)
- ✓ • **KILRATHI CAT TAILS** (4 units) **\$1,600.00 (plus Tax)**

Notes..

The Terran suit construction cost reflects the modification of your existing flight suit patterns, to feature many of the details of the *Total Recall* space suit, as requested by Chris Roberts.

The most cost effective approach to manufacturing the Terran flight suits (we can take) will be to keep them relatively generic-fit, both in size and tailor. The suits may tend to fit a little loosely, as space suits do. We will, of course, account for typical measurements, such as arm length, inseam, etc.

Should you require a more tailored, fitted suit, it will be additional to the itemized cost. Because of the complexity of the new (*Recall*-style) suit design, each performer will require a custom pattern drafted to his specific measurements.

Are you supplying the all fabrics for the Terran Flight Suits, Hobbes Fatigues and Hobbes Flight Suit? If so, we will need it right away. Presently we are building a set of space boots, for Hobbes in his flight suit. The boots may not contain finished feet within, but may serve as the Hobbes feet, themselves. What does he wear when he's in his fatigues? Is he bare... cat foot? Can he remain in his boots?

I need to know the status for the closures for the Terran and Hobbes Suits. Are you having them made or do we need to create them? When will the human cast members be available for measure?

Regarding the fabric swatches... They got out by FED-X today, you should receive them first thing tomorrow. Please respond ASAP with your comments. We are ready to cut fabric and need your blessings!! If you would like to change colors on a character, feel free to do so (and let us know). In fact if you want another fabric or color, altogether, it might expedite things to go to your nearest fabric store and select what suits you best. If



you do, please have the clerk note the fabric type with your swatch (beware of cost per yard !!!). We will attempt to match your alternate swatch as closely as possible. We really need to get a buy-off as soon as possible.

I hope this covers about everything, to date. Oh, yea... The chairs...

Talk to you soon!

Michael Hood

JOHN LOGAN

DONALD BUCKLEY

WRITER'S CONFERENCE



February 21, 1994

Richard Johnson  
Origin Systems, Inc.  
12940 Research Blvd.  
Austin, Texas 78750

Richard,

Instead of Faxing the last, I decided to amend it, to create the latest (see: *The Adventures of Letterman*, ep. 0019 where he adds the small "te" to the word "last" thereby changing... anyway). This updated version reflects all of the elements we've been discussing. I'd like to push these through (get a go-ahead) as soon as possible to accommodate the schedule, as it appears we will have a bit of additional sculpting on our hands, with this new stuff.

I hope by the time you get this the video will have arrived. I expect to get the fabric swatches to you as soon as I get to them together. I'm just trying to organize them in a most presentable fashion (nothing fancy, just need time to sit down and do it). We are presently patterning the foam body elements and draping the costume elements, as well as creating the armor, necessary molds and tooling for the heads, hands and feet, mechanical prototyping, etc.

Below, the requested items and their estimated costs:

- TERRAN HELMET (includes 2XL, 1L & 1M + 1 extra)(6 units)  
(dickeys, replaceable nameplates, visors and nermies for 6 units)  
\$2,900.00 (plus Tax) MIXED SIZES  
2500.00
- TERRAN HELMET (includes only 6XL size units)(6 units)  
(dickeys, replaceable nameplates, visors and nermies for 6 units)  
\$2,100.00 (plus Tax) ONE SIZE  
/
- HOBBS HELMET (1 unit)  
(includes dickey, etc., to match Terran Helmet)  
\$2,400.00 (plus Tax) SEEMS HIGH
- KILRATHI WARRIOR PILOT HELMET (1 unit)  
(includes shoulders, etc., w/replaceable nameplates, will fit heads)  
\$2,600.00 (plus Tax) THREAT & OTHERS
- KILRATHI WARRIOR GUARD HELMET (4 units)  
(includes shoulders, etc., modified for throne room, will fit heads)  
\$2,000.00 (plus Tax) MUCH SKULL CAP  
~~2000.00~~ (DIDNT ASK FOR?)
- KILRATHI WARRIOR GUARD COSTUME (4 units)  
(fabric elements only, to interface w/Helmets & BG Body Suits)  
\$2,800.00 (plus Tax) NEED SIMPLER SOLUTION?  
7500
- KILRATHI WARRIOR BACKGROUND FOAM BODY SUITS  
(4 units)(fit under wardrobe elements to complete "body proportion" of BG characters  
for which you already have hands & feet)  
\$10,000.00 (plus Tax)
- KILRATHI WARRIOR GUARD HAND PROPS (4 units)  
(cattle-prod/laser weapons)  
\$2,200.00 (plus Tax) HAL BEZOS-LIKE  
SEEMS HIGH
- TERRAN SUIT MODIFICATIONS (6 Units)  
(includes nermies & kluge, hoses and sleeve rings)  
\$1,800.00 (plus Tax)
- TERRAN SUIT GLOVES (6 units)  
(includes sleeve rings)  
\$900.00 (plus Tax) DO WE NEED SIX PAIR?

2LG. 3LG. ?  
2MD. 3MD. ?  
2SM. 3SM. ?

Sprinkles hair  
Hair Wok  
STRIPES?

GREEN ?  
RED  
PURPLE  
GOLD BK

metal color

2M

2PIECE

1 pair

3pr.

12940 Research Blvd.

JOHN LOGAN

DONALD BURKOWSKI

WARRIOR GUARD

140



## HOBBES FATIGUE

- HOBBS SUIT GLOVES, PATTERN & CONSTRUCTION (1 unit)  
(includes sleeve rings to match Terran) \$800.00 (plus Tax)  
~~TERAN SUIT GLOVES (1 unit)~~  
(includes hoses and electronics) ~~\$2,800.00 (plus Tax)~~ SEEMS HIGH  
~~TERAN SUIT GLOVES (1 unit)~~  
(modified) ~~\$900.00 (plus Tax)~~ JM LOGAN  
~~TERAN SUIT GLOVES (1 unit)~~  
~~\$1,100.00 (plus Tax)~~ JM LOGAN
  - DESIGN FEE  
(for Helmets and Communicators, labor only, per day) \$ 250.00  
(ONLY IF WE ASK THEM FOR DESIGNS)
- Some of the costs have been adjusted based upon recently updated information. Costs may vary if items are contracted separately.

Call me!

Michael Hood

HOBBES FATIGUE

8-10 YDS

1 PRICE 6 FLIGHT SUITS

1 HOBBS' FATIGUES

HELMETS

ALVIN ALBESMELTZ

JOHN LOGAN

DONALD BURKENS

WRITER'S CONTRACT

irco  
ND  
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genkil.tif



Dark brown  
jacket/skin cloth  
Light brown sleeves &  
legging  
Leather-like shoulder  
pieces and  
wrist/ankle wraps

assorted symbol  
pins for left  
lapel and hip  
sash to denote  
different ranks  
(Red colored)

JOHN LOGAN

Donna Berkowitz

WORKING CONTRACT

arco  
AND  
440



ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL 415-571-7171  
FAX 415-571-6375

March 2, 1994

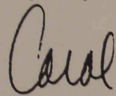
Mr. Michael J. Hood  
Precision Effects Ltd.  
7602 San Fernando Road  
Sun Valley, CA 91352

Re: "WING COMMANDER III"

Dear Michael:

Enclosed please find a cheque in the amount of \$13,450, representing the payments due February 28, 1994 with respect to Materials and Equipment

Very Truly Yours,



Carol T. Contes  
Senior Counsel

CTC:dd  
Enclosures

cc: Richard Johnson & Prem Krishnan @ Origin  
EAP Inc./Group



1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL 415-571-7171  
FAX 415-571-6375  
104H LOCAL  
Donna Burkhardt  
WRITING CONTRACT

arco  
AND  
440

1070 A ADDRESS

107H LOGA-1

Donna Burkowsky

WRIGHT CONTRACT

arco  
440



ELECTRONIC ARTS PRODUCTIONS, INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

FIRST INTERSTATE BANK OF CALIFORNIA NO. 684  
177 PARK CENTER PLAZA  
SAN JOSE, CA 95106-1468

1084  
18-21/1220

PAY TO THE ORDER OF Precision Effects

Thirteen Thousand, Four hundred & fifty and no/100 \$13,450.00 DOLLARS

3450.00 - Materials  
FOR 10,000.00 - Equipment

⑈000001084⑈ ⑈1122000218⑈684205367⑈ 11

Signature: [Handwritten Signature]  
TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00



03/04/94

14:22

415 571 6375

ELECTRONIC ARTS →→→ ORIGIN

005

ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL: 415-571-7171  
FAX: 415-571-6175

March 2, 1994

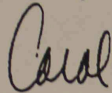
Mr. Michael J. Hood  
Precision Effects Ltd.  
7602 San Fernando Road  
Sun Valley, CA 91352

Re: "WING COMMANDER III"

Dear Michael:

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Very Truly Yours,



Carol T. Contes  
Senior Counsel

CTC:dd  
Enclosures

cc: Richard Johnson & Prem Krishnan @ Origin  
EAP Inc./Group




03/04/94

14:22

415 571 6375

ELECTRONIC ARTS →→→ ORIGIN

006

	
ELECTRONIC ARTS PRODUCTIONS, INC. 1450 FASHION ISLAND BOULEVARD SAN MATEO, CA 94404	
FIRST INTERSTATE BANK OF CALIFORNIA NO. 884 177 MAIN CENTER PLAZA SAN JOSE, CA 95106-1188 16211/220	
1084	
PAY TO THE ORDER OF <u>Precision Effects</u>	
<u>Thirteen Thousand, Four hundred fifty and</u> <u>no/100</u> DOLLARS	
3450.00 - materials	
FOR 10,000.00 - Expensed	
#000001084, # 1122000218:584, 205347# 11	
<u>Al Kruger D.</u> <u>Payee Nil</u>	
TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00	



Author: ccontes (EA/EASMO0EAL/ccontes) at EASM  
Date: 02/23/94 04:02 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
TO: pkrishna at origin  
TO: afoshko at origin  
Subject: Payment to Precision Effects

----- Message Contents -----  
My records indicate that Precision Effects is due the next installments as follows

2/28/94: Total of \$13,450.00

\$ 3,450.00 for Materials  
10,000.00 for Equipment

Can you please confirm that services/materials/equipment are are schedule and that we should cut this check? Thanks.

JOHN LOGAN

Donna Burkhart

WRITER'S CONTRACT

Author: ccontes (EA/EASM00EAL/ccontes) at EASM  
Date: 03/02/94 04:03 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
CC: Richard Johnson at Origin  
pkishna at origin  
croberts at origin  
Subject: FW: Payment to Precision Effects

----- Message Contents -----  
This payment seems to have slipped through. . . . please get it cut ASAP.  
I have confirmed that services have been rendered. Doug will follow with  
appropriate paperwork, and if you get the check to him, he'll federal  
express it out. Thanks. Oops!

-----  
From: Contes, Carol  
To: Foshko, Adam @ Origin; Krishnan, Prem @ Origin; Johnson, Richard @  
Origin  
Cc: EAPINC  
Subject: Payment to Precision Effects  
Date: Wednesday, February 23, 1994 4:02PM

My records indicate that Precision Effects is due the next installments as  
follows

2/28/94: Total of \$13,450.00

\$ 3,450.00 for Materials  
10,000.00 for Equipment

Can you please confirm that services/materials/equipment are are schedule  
and that we should cut this check? Thanks.

JOHN LOGAN

Donna D. Burkens

WRITER'S CONSULTANT

trco  
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Author: ccontes (EA/EASM00EAl/ccontes) at EASM  
Date: 02/14/94 02:20 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
Subject: FW: Precision Effects / Wing C. III

----- Message Contents -----  
Richard -- this payment will probably go to Precision tomorrow, if they  
should call.  
FYI: writers' lawyer has not responded yet.

-----  
From: Doyle, Doug  
To: Day, Mark  
Cc: Contes, Carol  
Subject: Precision Effects / Wing C. III  
Date: Monday, February 14, 1994 2:00PM

I need your initials on the cheque request for the second round of payments  
on this. Please give me a call and I'll walk it down to you.

FYI, Richard Johnson E-Mailed his O.K.

Thanks.

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LOGH LOGA-1

Donna B. B. B. B.

WRITER'S CONTRACT

arco  
ND  
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ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL 415-571-7171  
FAX 415-571-6375

January 31, 1994

Mr. Michael J. Hood  
Precision Effects Ltd.  
7602 San Fernando Road  
Sun Valley, CA 91352

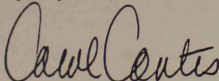
Dear Michael:

Enclosed are three (3) copies of the contract between Electronic Arts Productions Inc. and Precision Effects Ltd. with respect to "Wing Commander II." Also enclosed is a check for \$27,250 which represents the payments due with respect to Materials and Equipment on today's date.

Please sign all three copies and return to me. I will forward a fully-executed copy to you for your files.

We look forward to working with you on this program, and please feel free to call if you have any questions in the future.

Very Truly Yours,



Carol T. Contes

CTC:ns  
Enclosures

cc: Richard Johnson (w/enclosure)  
Brian Neider (w/enclosure)  
Mark Day



JOHN LOGAN

Donna Burkman

WRITER'S GUILD

irco  
ND  
40



## FAXit Cover Sheet

**From:**  
MICHAEL HOOD  
PRECISION EFFECTS, LTD.

**Phone:** 818 504 2617  
**FAX:** 818 504 9840

**To:**  
Doug Doyle

Pages following: 1

Doug,  
Please forward the following pages to Carol Contes. Thank you very much, I hope our FAX transactions, if any, go smoother for everybody.

Sincerely,  
Bill Butler

Sent by The Complete Communicator

ASTRA ACOMA-140

JOHN LOGAN

Donna Borkows

WRIGHT CONTRACT

arco  
AND  
140



01/31/94 11:35 415 571 8375

ELECTRONIC ARTS

007

CONTRACTOR  
Precision Effects Ltd.

By: M. H. [Signature] 1.31.94

#### STANDARD TERMS AND CONDITIONS

##### "EXHIBIT A"

This "Exhibit A" is attached and incorporated by reference into the Agreement dated as of January 1994, between PRECISION EFFECTS LTD. ("Contractor") and ORIGIN SYSTEMS INC. ("Company") in connection with the Program described therein.

#### 1. NATURE OF CONTRACTOR'S OBLIGATIONS

Contractor shall consult with Company regarding the production of the Materials and furnish all standard and customary services in accordance with the highest standards of costume design and production work of electronic and animatronic character design for film and tape production. Contractor shall provide services and deliver all Materials hereunder in accordance with the time requirements specified in the Agreement, and timely delivery of the Materials in accordance with the specifications of Company is of the essence of this Agreement.

Notwithstanding Company's consultation with Contractor concerning the script, budget or any other matter in connection with the production of the Program, Company's authority shall be final in all business and creative matters.

Contractor shall not incur any expenses on behalf of Company without the express approval and written consent of Company's Authorized Representative (as indicated on the first page of this Agreement), including but not limited to overages of any previously approved expenses, if any.

#### 2. DELIVERY REQUIREMENTS

Contractor agrees to deliver to all Materials which shall be of the highest quality and suitable for the use in the video taping of commercial motion pictures and any other standard photographic uses, which event shall constitute "Delivery" by Contractor. The Materials delivered hereunder shall conform to highest standards for commercial photography and be of the quality necessary to meet the technical requirements of 3DO interactive software and other "Interactive Media", as defined below, and shall comply with the reasonable specifications of Company. Company shall have the sole authority to determine the suitability of the Materials for its commercial purposes hereunder. Delivery of all Materials shall be made to Company to the Authorized Company Representative or at such other place as Company may designate in writing to Contractor.

#### 3. DEFINITIONS

Orig: 01/31/94

JOHN LOCAL

DONNA BOKROS

WRITER'S CREDIT

irco  
ND  
140



1061 A  
Joseph Logan  
Donald Buckner  
WIRELESS COMMUNICATIONS  
140



ELECTRONIC ARTS PRODUCTIONS, INC.  
SUNSET BLVD. 1000  
SAN MARINO, CA 91066

FIRST INTERSTATE BANK OF CALIFORNIA NO. 864  
177 BAY CENTER BLVD  
SAN JOSE, CA 95106-1288

PAY TO THE ORDER OF PRECISION EFFECTS LTD.

Twenty Seven Thousand Two Hundred Fifty and .....no/100

Jan. 28 19 94

\$ 27,250.00

DOLLARS

\$17,250.00 - Materials Creation

FOR \$10,000.00 - Equipment Development

#000001061# 11220002181584, 20532711

*K. Hughes*  
K. Hughes

*John N. Hill*  
John N. Hill

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00

1061  
18-2111220



## AGREEMENT

**COMPANY:**

**ELECTRONIC ARTS PRODUCTIONS INC.**  
1450 Fashion Island Boulevard  
San Mateo, CA 94404  
Fax: 415-571-6375

**AUTHORIZED COMPANY  
REPRESENTATIVE:**

Chris Roberts (Executive Producer)

**INTERACTIVE PROGRAM:**

"WING COMMANDER III"

**CONTRACTOR:**

**PRECISION EFFECTS LTD.**  
7602 San Fernando Road  
Sun Valley, CA 91352  
Tel. 818-504-2617 Fax 818-504-9840  
Attn.: Michael J. Hood

**DATE OF SERVICES:**

January 17 - March 21, 1994  
(Creation/Delivery of Materials and Equipment)  
Additional Production Services: To Be Designated

**MATERIALS and  
EQUIPMENT:**

Contractor shall create, manufacture and deliver to Company:  
(i) the materials necessary for "Animatronic Figures," as defined in the attached Exhibit A, of "Kilrathi Warriors" (characters owned by Company), said materials to consist of costumes, prosthetic prop elements such as skins and other replications of human features ("Materials"), and  
(ii) customized electronic and mechanical equipment and devices owned by Contractor ("Equipment") which are usable with the Materials to operate the Animatronic Figures.

The Materials and Equipment are more fully detailed on the attached "Exhibit B". Company acknowledges that the Equipment necessary for the operation of the Animatronic Figures is the property of Contractor and that Company is not acquiring any rights in such Equipment other than the limited rights to use such Equipment in connection with the operation of the Animatronic Figures as specified in this Agreement.

**PRODUCTION  
SERVICES:**

Upon not less than ten (10) days prior notice of the commencement of principal photography or videotaping of the Interactive Program, Company shall have the right to require Contractor to provide personnel, services and Equipment developed hereunder (and other equipment owned by Contractor) necessary for the operation of the



Equipment in connection with the Animatronic Figures for the production of the Interactive Program.

If such services are required at a location outside of the greater Los Angeles area during production of the Program, Company shall reimburse Contractor (and any employees or additional personnel required by Company at such location) for round trip transportation, accommodations, per diem expenses at a rate commensurate with Company's standard policies for personnel engaged in connection with the production of its Interactive Programs, and transportation of Equipment to such location.

**FEES :**

**A. Materials/Development**

In consideration of the creation and delivery to Company of the Materials specified hereunder, Company shall pay **Sixty-Nine Thousand Dollars (\$69,000.00)** to Contractor, with respect to the following:

Costumes and Heads	\$ 55,000.00
Background Heads	
(4 sets @ \$2,300)	9,200.00
Background Forearms	
(4 sets @ \$1,200)	\$ 4,800.00

**MATERIALS FEE (Flat): \$69,000.00**  
(See Payment Schedule, Exhibit "C")

**B. Equipment/Development**

In consideration of Contractor creating, developing and providing the Equipment during production (up to 30 days) for the operation of the Animatronic Figures, Company shall pay the following:

**Equipment Development & Rental:**

Includes: System hardware and software development, system interface with hand controller units and character heads, system interface with supplied audio source.

**EQUIPMENT FEE (Flat): \$30,000.00**  
(See Payment Schedule, Exhibit "C")

Materials/Equipment Fees do not include state sales and use taxes (if any); shipping and crating; maintenance, repairs or replacement of servo motors; spare costume parts or replacement skins. Contractor shall notify Company, in writing, of any such additional fees for the above specified uses or any other expenses which Contractor deems necessary in connection with the Materials and Equipment. Company shall be responsible for reimbursement therefor only upon specific prior approval.



**C. Production Services**

CONTRACT DATED  
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If Contractor provides the following services, Equipment, personnel and other elements during production of the Interactive Program, Company shall pay Contractor:

**1. Hand Controller Interface & Rental**

Equipment Includes: Controller interface with show control system; controller interface with character heads; power supply for character heads; rough-pass, pre-programming dialogue (time permitting); controller.

Rental Fee (Flat): \$ 3,000.00

**2. Set Kit Rental**

Equipment Includes: General touch-up supplies; costume and suit repair equipment; mechanical repair tools and spare parts, general expendables, extra power supplies and chargers.

Rental Fee (Flat): \$ 1,500.00

**3. Technical Services Personnel**

Includes: Creature Suit Supervisor @ \$600.00/day, Two (2) Creature Production Assistant @ \$150.00/day. If Company is filming/videotaping more than 2 Creatures at any one time, additional technicians @ \$300/day each.

Technical Personnel Fees: \$1,550 - \$1,250 per day

Fees payable with respect to production specified in subparagraph C above shall be payable in accordance with Company's standard payment procedures during production for independent contractors providing production services.

**INDEPENDENT CONTRACTOR:**

The parties hereby acknowledge that Contractor is an independent contractor and that Contractor is responsible for the payment of all withholding, social security and any other taxes which may be due and payable to any governmental authority for services rendered by personnel in connection with the creation and the manufacture of all Materials or technical personnel furnished by Contractor.

**TALENT:**

The above specified Fees do not include any sums which may become due and payable to any performers (including puppeteers) providing acting services as characters of the "Kilrathi Warriors" during the production of the Interactive Program, which actors shall be employed directly by Company and receive not less than the minimum guild payments, as applicable, for the services rendered.

**INSPECTION RIGHTS:**

Company shall have the right to inspect the studio and working facilities of Contractor upon reasonable notice and during regular business hours to view the Materials and the manufacture thereof in compliance with all required specifications specified on Exhibit B.



**RETURN OF RENTAL  
EQUIPMENT STORAGE  
OF MATERIALS:**

Upon completion of principal photography of the Interactive Program, Company shall return all Equipment of Contractor utilized for the operation of the Animatronic Figures which have been provided by Contractor during production on a rental basis. Any costumes, prosthetics or static figures (i.e., heads and arms of "Kilrathi Warriors") shall remain the sole property of Company, however, the latex skins which comprise the faces of the "Kilrathi Warriors" shall be stored by Contractor in accordance with procedures necessary for the proper preservation of Materials.

**ADDITIONAL USE OF  
MATERIALS/EQUIPMENT  
AFTER PRODUCTION:**

Notwithstanding the completion of photography/videotaping of the Interactive Program and the return of Materials and Equipment to Contractor as specified above, Company shall have the right to utilize any such Materials for advertising, publicity or any other purposes it shall determine in its sole discretion on reasonable notice to Contractor. Any such Materials which are stored by Contractor shall be made available to Company and Contractor shall provide the Equipment necessary for its operation at Contractor's standard rental fees therefor, if such Equipment rental is requested by Company. Company shall bear all expenses for shipping and handling, if any, in connection therewith. If Company requires the additional services of any personnel to operate the Animatronic Figures for these purposes, the parties shall negotiate in good faith for a fee in connection therewith in accordance with guild minimums, as applicable.

**INSURANCE:**

Contractor shall obtain, at its own expense, a comprehensive general liability insurance policy including coverage for contractual liability applying to the terms and conditions of this Agreement, naming Company as an additionally insured, for the purposes of the goods and services which are the subject matter of this Agreement. Said policy shall be written by a recognized insurance company which is qualified to do business in the state of California and shall provide for a minimum combined single limit of liability of not less than \$1,000,000 for each occurrence.

**PUBLICITY:**

Company shall control all publicity with respect to the Program and its constituent elements including the use of the Materials and the characters portrayed thereby. Notwithstanding the foregoing, the issuance of non-derogatory information by Contractor which is primarily related to Contractor's business such as the inclusion of the animatronic characters and costuming prepared by Contractor hereunder in a demonstration video which is privately displayed to potential clients of Contractor, or inclusion or photographs or reference to Contractor's work in industry directory listings shall not be deemed a breach of this Agreement, however: (i) any such uses must be pre-approved by Company in writing in each instance and, (ii)

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Company shall accord Contractor a screen credit on the Program, substantially as follows:

JOHN LOGAN

Screen credit hereunder shall be in a size, style and type which is legible and not less than similar credit accorded other contractors providing services and materials on the Program, however, the characteristics of such credit shall be determined by Company.

If Company produces a sequel to "Wing Commander III" which utilizes "Kilrathi Warrior" characters in live action photography or videotaping within five (5) years from the commencement of Contractor's services hereunder, Company shall give Contractor the first opportunity to present a bid and proposal for the creation, operation (and rental of equipment) in connection therewith. A "sequel" is defined as an interactive program which utilizes the characters of the Interactive Program produced hereunder in different situations or story lines than that utilized in the Interactive Program.

Any and all notices (including approvals for publicity uses of Materials by Contractor) required to be given herein shall be done so to the parties at the addresses, telephone, facsimiles, etc., indicated above with a copy to:

Donna D. Burkholz

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**EXHIBITS:**

The attached "Exhibit A" (Standard Terms and Conditions); "Exhibit B" (Delivery Materials and Equipment Rental); and "Exhibit C" (Payment Terms) are hereby incorporated into the terms of this Agreement.

ACCEPTED AND AGREED as of this \_\_\_\_ day of \_\_\_\_\_, 1994:

**COMPANY**

Electronic Arts Productions, Inc.

BY: \_\_\_\_\_

**CONTRACTOR**

Precision Effects Ltd.

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

JOHN LOGAN

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## STANDARD TERMS AND CONDITIONS

### "EXHIBIT A"

This "Exhibit A" is attached and incorporated by reference into the Agreement dated as of January 1994, between PRECISION EFFECTS LTD. ("Contractor") and ORIGIN SYSTEMS INC. ("Company") in connection with the Program described therein.

#### 1. NATURE OF CONTRACTOR'S OBLIGATIONS

Contractor shall consult with Company regarding the production of the Materials and furnish all standard and customary services in accordance with the highest standards of costume design and production work of electronic and animatronic character design for film and tape production. Contractor shall provide services and deliver all Materials hereunder in accordance with the time requirements specified in the Agreement, and timely delivery of the Materials in accordance with the specifications of Company is of the essence of this Agreement.

Notwithstanding Company's consultation with Contractor concerning the script, budget or any other matter in connection with the production of the Program, Company's authority shall be final in all business and creative matters.

Contractor shall not incur any expense on behalf of Company without the express approval and written consent of Company's Authorized Representative (as indicated on the first page of this Agreement), including but not limited to overages of any previously approved expenses, if any.

#### 2. DELIVERY REQUIREMENTS

Contractor agrees to deliver to all Materials which shall be of the highest quality and suitable for the use in the video taping of commercial motion pictures and any other standard photographic uses, which event shall constitute "Delivery" by Contractor. The Materials delivered hereunder shall conform to highest standards for commercial photography and be of the quality necessary to meet the technical requirements of 3DO interactive software and other "Interactive Media", as defined below, and shall comply with the reasonable specifications of Company. Company shall have the sole authority to determine the suitability of the Materials for its commercial purposes hereunder. Delivery of all Materials shall be made to Company to the Authorized Company Representative or at such other place as Company may designate in writing to Contractor.

#### 3. DEFINITIONS

A. The term "Interactive Media" means (i) any media on which products such as the Program may operate through which the user may interact with such product including but not limited to personal computers, game machines, arcade games, VCR-interactive machines and CD-interactive machines (including without limitation the 3DO Multiplayer machines) and similar microprocessor-based units, and (ii) any system under which software products such as the Program may be accessed for use from a location that is remote from the central processing unit on which the product is principally used, such as an on-line service; a remote delivery service over cable television lines, telephone lines, microwave signals, radio waves or satellite that allows pay-per-play or the equivalent; or any other delivery service or transmission method now known or hereinafter invented.

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3. "Animatronic Figures" or "Creatures" are those physical creations suitable for the portrayal of characters in live-action film or videotape recordation which are comprised of costuming and prosthetics of human-like features and are mobilized for human-like action by electronic or mechanical controls, remote devices and/or any combination of the foregoing; the foregoing may also require operation by live performers.

#### 4. REPRESENTATIONS AND WARRANTIES

(A) Contractor hereby represents and warrants that:

- (i) Contractor has the full right, power and authority to enter into the agreement and to perform and comply with each and every term, covenant and condition contained herein and any applicable laws and regulations of governmental authorities;
- (ii) Contractor has not made any commitment which would interfere with Contractor's services hereunder;
- (iii) Any and all Materials supplied by Contractor hereunder shall be Contractor's original creation (except for material in the public domain), and any use thereof shall not violate the rights of any third party and shall be free and clear of any liens, encumbrances or obligations to any third party;
- (iv) Contractor is providing services as an independent contractor and shall discharge all obligations imposed by law with respect to federal and state taxes, unemployment and disability insurance, social security, and all other contributions and payment required by any governmental authority in connection with the services and materials provided by Contractor hereunder;

(B) Company hereby represents and warrants that:

- (i) Company has the full right, power and authority to enter into this agreement and to perform and comply with each and every term, covenant and condition contained herein;

#### 5. INDEMNITIES

Contractor shall hold Company, its affiliated companies, successors, licensees and assigns, and the Contractors, officers, employees and agents of all the foregoing, harmless from all claims, liabilities, damages, costs and legal fees (including reasonable attorneys' fees) arising from any breach by Contractor of any warranty or agreement made by Contractor hereunder or from any third party's claim to any amount payable as a result thereof. Company will hold Contractor harmless from all claims, liabilities, damages, costs and legal fees (including reasonable attorneys' fees) arising from the use of any material supplied to Contractor by Company for inclusion in the Program or breach of the warranties made by Company hereunder. The party receiving notice of a claim, demand or action to which this paragraph applies shall promptly notify the other party thereof. If Company so elects, Company shall have the absolute right to control the litigation or resolution of any claim, demand or action to which this paragraph applies. If Contractor is required to indemnify Company hereunder, Contractor shall not have the right to approve the settlement of any such claim, demand or action without the written approval of Company, which approval shall not to unreasonably withheld.

#### 6. OWNERSHIP; COPYRIGHT

Contractor acknowledges Company's ownership of the Interactive Program and all constituent elements thereof including but not limited to the characters portrayed in the Materials, the literary material upon which the Interactive Program and such characters are based, and all copyrights and trademarks therein. Contractor hereby irrevocably assigns to Company all right, title and interest throughout the universe in perpetuity in the results and proceeds of services provided hereunder to Company and all materials created in connection therewith for Company. The rights of Company include, without limitation, all rights of



every kind and character whatsoever whether now known or hereafter recognized for all known or hereafter existing uses, media and formats, including the right to copyright the Program (and all constituent elements thereof including the characters portrayed in the Materials in Company's name, the right to exploit the Program and all constituent elements thereof in Interactive Media and any and all other media and formats whether now known or hereafter devised, and the right to produce and exploit derivative works based thereon for Interactive Media and any media now known or hereafter devised. Contractor shall, at Company's request, execute, verify and deliver to Company any and all assignments, documents or other instruments which Company may require to evidence, establish, maintain, protect, enforce or defend its rights hereunder and Contractor appoints Company its attorney-in-fact (which agency shall be deemed coupled with an interest) with full right and authority to act on behalf of Contractor to accomplish the same.

#### 7. PUBLICITY RESTRICTION; CONFIDENTIALITY

Contractor acknowledges and agrees that the Program, Contractor's services and the services of all persons in connection with the Program are confidential in nature and involve trade secrets or protected intellectual property, and, it is of the essence of this Agreement that all matters in connection with the Program shall not be disclosed to anyone other than the representatives of Company or authorized persons designated by Company in writing.

#### 9. NOTICES

All notices, statements or other documents (collectively "notices") which either party shall be required or shall desire to give to the other hereunder shall be in writing and, if not personally delivered, shall be addressed or directed to the party intended to receive the same at the address specified hereinabove; provided that Company may deliver notice to Contractor orally and, if such oral notice concerns suspension or termination of this Agreement, it shall be confirmed in writing within a reasonable period of time. All such written notices shall be given in one of the following ways: (i) by personal delivery; or (ii) by United States mail, registered or certified, postage prepaid, air mail or express courier, or (iii) by delivery, toll prepaid to a telegraph or cable company, or (iv) by transmittal by any electronic means whether now known or hereafter developed including but not limited to telex, telecopier or laser transmissions able to be received by the party intended to receive notice. If so delivered, mailed, telegraphed, cabled, or transmitted, each such notice shall, except as herein expressly provided, be conclusively deemed to have been given when personally delivered or on the date of delivery to the telegraph or cable company or when electronically transmitted, or on the first business day following the date of mailing, as the case may be.

#### 10. PAYMENT OF FEE

In full consideration of Contractor's services in connection with the Program and the performance of all obligations, undertakings, representations and warranties hereunder, Company agrees to pay Contractor the Fee in the manner set forth hereinabove. Payment of the Fee shall be deemed complete payment for the rendition of Contractor's services and the acquisition of all rights whatsoever in perpetuity to the results and proceeds thereof and any Materials furnished or created by Contractor in connection with the Materials and the Program, and no residuals, royalties or any other payments shall be due Contractor as a result of the exploitation of the Materials or Program by Company.

#### 11. ASSIGNMENT

Company may transfer or assign this Agreement or any part of Company's rights hereunder to any person or entity and this Agreement shall inure to the benefit of Company's successors or assigns, however no such assignment shall relieve Company of its obligations hereunder unless such obligations are assumed by such assignee in writing. The services provided hereunder by Contractor are personal and unique in



nature and Contractor may not transfer or assign any of Contractor's rights or obligations hereunder to any third party.

## 12. SUSPENSION /TERMINATION

(A) If Contractor fails, refuses or neglects to perform any services hereunder or to comply with the representations, warranties and obligations hereunder (an event of "default"), Company may terminate this Agreement or suspend the term and the payment of the Fee specified hereunder for the duration of such failure, refusal or neglect by Contractor upon notice to Contractor. Company may exercise its right of termination during any period of suspension for default hereunder.

(B) If production of the Program is impaired by reason of epidemic, fire, Act of God, labor dispute, lockout, governmental order, court order or order of any other legally constituted authority, or public enemy, war, conditions of war (declared or undeclared), riot, civil commotion, terrorism, shortage of materials, labor or equipment or any other similar causes, event or happening beyond Company's control ("event of force majeure"), Company may terminate this Agreement or suspend the term and the payment of the Fee specified hereinabove for the duration of such event of force majeure. Company may exercise its right of termination during any period of suspension for an event of force majeure hereunder.

## 13. MISCELLANEOUS PROVISIONS

(A) Neither the expiration of this Agreement nor any termination or suspension hereof shall affect Company's ownership of the rights granted hereunder, nor shall any such expiration or termination affect or terminate any representation, warranty or indemnification made by Contractor hereunder.

(B) No inadvertent failure of Company to accord Contractor screen credit hereunder shall be deemed a material breach of this Agreement; Contractor shall not be entitled to equitable relief for any breach of screen credit, the sole remedy therefor being an action at law.

(C) This Agreement shall be construed and enforced in accordance with the laws of the State of California applicable to agreements negotiated, executed and wholly performed therein.

(D) Paragraph headings herein are used for convenience only and shall not be given any effect in construing the content of this Agreement.

(E) All remedies accorded herein or otherwise available to either party shall be cumulative, and no one such remedy shall be exclusive to any other.

(F) This Agreement is the entire agreement between the parties and shall not be amended except by written document executed by both parties hereto.

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JOHN LOGAN

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**EXHIBIT "B"**  
**Materials and Equipment**  
**Development/Rental**

Program: Wing Commander III

**I. MATERIALS**

**BODY SUITS & WARDROBE:**

- Two (2) complete, finished "Hero" Kilrathi Warrior foam and Spandex reinforced body suits with required support gear, includes lower legs with feet, forearms with hands to match;
- Four (4) complete "Hero" finished Kilrathi Warrior costume/armor suits, constructed of fabric, high-impact ABS plastic and/or Fiberglass or foam construction, as illustrated to Company, per character, with required support gear;
- Four (4) complete finished Kilrathi Warrior polyurethane elastic, static "Background" character heads (from which 2 will be chosen for use by Company) with support gear. Additional costume accessories or props for these heads are not included;
- Four (4) complete, finished Kilrathi Warrior foam and Spandex reinforced sets of "Background" generic-fit forearms with arms attached.
- Four (4) complete, finished Kilrathi Warrior foam rubber latex, fur covered character head "skins," independently designed to fit their designated mechanical skulls (size and shape parameters of skins that share a common mechanical skull must remain similar to ensure optimum animation performance). Skins shall be returned to Contractor upon completion of photography or videotaping of the Program, and Contractor shall make the Materials available to Company for its use with Equipment as specified in the Agreement.

**II. EQUIPMENT**

- Two (2) complete interchangeable composite reinforced, servo/radio-controlled (12-14 channels) mechanical "skulls" with eye movement (left/right); eye blink (open/close, non-independent); brow (up/down independent), mouth movement (jaw open & close) and lip movement (upper/lower, independent). Power supplies included.

JOHN LOGAN

Donna Barker

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**EXHIBIT "C"**  
**Materials and Equipment**  
**Payment Schedule**

**I. With respect to Materials:**

\$ 34,500.00 on execution of this Agreement;  
\$ 17,250.00 on 1/31/94  
\$ 10,350.00 on 2/14/94  
\$ 3,450.00 on 2/28/94  
\$ 3,450.00 on 3/14/94 or final delivery of all required Materials, whichever last occurs.

**\$ 69,000 TOTAL FOR MATERIALS**

**II. With respect to Equipment:**

\$ 10,000 on 1/31/94  
\$ 10,000 on 2/14/94  
\$ 10,000 on 2/28/94

**\$ 30,000 TOTAL EQUIPMENT RENTAL**

**III With respect to talent (performers/puppeteers) for Animatronic Figures:**

In accordance with Company's standard payroll procedures  
and guild requirements.

**APPLICABLE GUILD MINIMUM**

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DONALD BURKMAN  
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JOHN LOGAN

Donna Burkholz

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ELECTRONIC ARTS --- ORIGIN

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ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL: 415-571-7171  
FAX: 415-571-6375

**VIA FEDERAL EXPRESS**

March 14, 1994

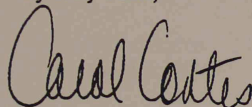
J.M. Logan  
3004 Val Drive  
Austin, Texas 78723

Re: "WING COMMANDER III"

Dear Mr. Logan:

Enclosed please find a cheque in the amount of \$705.52, dated March 14, 1994, made payable to yourself, for Materials pursuant to the Amendment in connection with the above-referenced production.

Very Truly Yours,



Carol T. Contes  
Senior Counsel

CTC:dd  
encl.

cc: Richard Johnson and Prem Krishnan @ Origin (w/encl.)  
EAP Inc./Group (w/encl.)

Donna A. Barker

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ELECTRONIC ARTS PRODUCTIONS, INC.  
1540 CALIFORNIA BOULEVARD  
SAN MATEO, CA 94404

FIRST INTERSTATE BANK OF CALIFORNIA NO. 004  
177 FINE CROCKETT PLACE  
SAN JOSE, CA 95128-1200

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182/11220

PAY TO THE ORDER OF J.M. Logan

Seven hundred five and

3/14 19 94  
\$ 705.52  
52/100 DOLLARS

Bay Nix

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00

FOR #000001098# @122000218:684,205327# 11



AMENDMENT

Reference is hereby made to the Agreement between Electronic Arts Productions Inc. 1450 Fashion Island Boulevard, San Mateo, CA 94404 ("Company") and J.M. Logan 3004 Val Drive, Austin, Texas 78723 ("Contractor") with respect to Contractor's preparation and delivery of certain materials for the Interactive Program presently entitled "Wing Commander III". The Agreement is hereby amended as follows:

1. Contractor shall design, prepare, manufacture and deliver to Company five (5) additional Terran rifles and Exhibit B, Section D. "Miscellaneous Props" shall be deemed amended to reflect such additional Materials. In consideration of the preparation, manufacture and delivery of such additional Materials, Company shall pay Contractor the sum of Seven Hundred Five Dollars and Fifty Two Cents (\$705.52), payable upon execution of this Amendment.
2. Contractor shall retain the molds which are used to create the Materials specified in the Agreement, however: (i) Contractor shall not acquire any proprietary interest therein, all Materials remaining the sole and exclusive property of Company, (ii) all such molds shall be made available to Company upon request, and (iii) Contractor's sole right in connection with such molds are for demonstration uses to illustrate his work to other potential customers. Contractor shall not have the right to sell or use such molds for any commercial purpose (other than the limited rights specified in (iii) above).

Except as specified hereinabove, all other terms and conditions of the Agreement between the parties shall remain in full force and effect.

Accepted and Agreed:

\_\_\_\_\_  
J. M. Logan

\_\_\_\_\_  
Electronic Arts Productions Inc.

Donna Burkens  
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Except as specified hereinabove, all other terms and conditions of the Agreement between the parties shall remain in full force and effect.

Accepted and Agreed:

\_\_\_\_\_  
J. M. Logan

\_\_\_\_\_  
Electronic Arts Productions Inc.

SB: Wing  
JLA 3/14/94

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SAN MATEO, CA 94404

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Except as specified hereinabove, all other terms and conditions of the Agreement between the parties shall remain in full force and effect.

Accepted and Agreed:

\_\_\_\_\_  
J. M. Logan

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Electronic Arts Productions Inc.

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Author: ccontes (EA/EASMO0EAL/ccontes) at EASM  
Date: 03/14/94 11:26 AM  
Priority: Normal  
TO: Richard Johnson at Origin  
cc: pkrishna at origin  
cc: croberts at origin  
cc: afoshko at origin  
Subject: JM Logan

----- Message Contents -----  
[[ JLA314W.DOC : 2821 in JLA314W.DOC ]]

Attached is an amendment for Josh Logan.

Richard: please arrange for execution and send a copy to me (or fax it).  
Doug: please prepare a payment request in the amount of \$705.52 for Tracy.  
Tracy: please cut the check and give it to Doug. We will have to forward  
it to Origin (Richard Johnson) since Logan is working in Texas. This \$\$ is  
for materials, so he needs it ASAP.  
Thanks.

Donna A. Burkhardt  
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Author: ccontes (EA/EASM00EA1/ccontes) at EASM  
Date: 03/14/94 02:21 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
CC: Richard Johnson at Origin  
CC: pkrishna at origin  
CC: croberts at origin  
CC: afoshko at origin  
Subject: FW: JM Logan

----- Message Contents -----  
Tracy: Please fed ex Logan contract as specified below. Thanks!

From: RJohnson @ Origin (Richard Johnson)  
To: ccontes  
Subject: Re: JM Logan  
Date: Monday, March 14, 1994 2:14PM

I cannot read the doc "JLA314W.DOC". What is the format. If you would,  
pleas

Fed Ex the check directly to him, since he needs it to purchase materials.  
Se  
d  
the check to:

JM Logan  
3004 Val Drive  
Austin, Texas 78723  
512-933-1507

Thanks,  
Richard Johnson

\_\_\_\_\_  
Reply Separator

Subject: JM Logan  
Author: ccontes (EA/EASM00EA1/ccontes) at EASM  
Date: 03/14/94 11:26 AM

<< JLA314W.DOC : 2821 in JLA314W.DOC >>

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it to Origin (Richard Johnson) since Logan is working in Texas. This \$\$ is  
for materials, so he needs it ASAP.  
Thanks.

Douglas Burkholz  
WRITING CONTRACT

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Author: Richard Johnson at Origin  
Date: 03/09/94 09:58 AM  
Priority: Normal  
TO: Carol Contes at EASM  
CC: Prem Krishnan  
Adam Foshko  
Chris Roberts  
CC: Richard Johnson  
Subject: Contracts...(what else?)

----- Message Contents -----

Thanks for the excellent job on Donna's contract and the PFX amendment. They look complete and accurate to me. Please forward the contracts for fax signatures, follow up with the originals, and expedite any payments due.

By the way, "nernies" is an FX industry term for "gadgets, gizmos, and neat stuff that looks important and necessary for the fiction". (I had to ask my self.)

Our production must supply the helmet shells to PFX. When I get an invoice I will forward it to you for payment. We will use a local supplier and have them shipped directly to PFX.

I do not have a copy of Josh Logan's contract. Can you mail a copy to me. We need seven (7) Terran Rifles instead of the two. We will need to create a mold now instead of making individual custom rifles. Material's cost comes to \$1,005.52. Josh said he would absorb \$300.00 of the materials if he could keep the mold. Our cost becomes \$705.52.) We think that's O.K. (much like Marc Baird keeping his boards), as long as he does not use the mold for making copies for sale, and he makes the mold available to us in the future as needed. I think an amendment is in order.

Please send Marc Baird's next payment to my attention here, at Origin. We are keeping him on for another week and he has no way of paying his bills with the checks sitting in his mailbox at home (LA). Marc worked Saturday (3/5), therefore is due an additional day rate. I think per diems should be paid for the weekends we keep him here as well (does anyone disagree? what's the industry standard?).

If you have any questions, give me a ring!  
Regards,  
Richard Johnson

Donna A. Burkhardt's private copy

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03/04/94

14:20

415 571 6375

ELECTRONIC ARTS --- ORIGIN

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ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL: 415-571-7171  
FAX: 415-571-6375

VIA FEDERAL EXPRESS

March 2, 1994

J.M. Logan  
11633 Rydalwater Lane  
Austin, Texas 78754

Re: "WING COMMANDER III"

Dear Mr. Logan:

Enclosed please find a fully-executed copy of the Agreement in connection with the above-referenced production.

Very Truly Yours,



Carol T. Contes  
Senior Counsel

CTC:dd  
encl.

cc: Richard Johnson and Prem Krishnan @ Origin (w/encl.)  
EAP Inc./Group (w/encl.)



RECEIVED

Don A. Burkhardt, WIRE & CABLE

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ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL 415-571-7171  
FAX 415-571-6375

VIA FEDERAL EXPRESS

February 25, 1994

J.M. Logan  
11633 Rydalwater Lane  
Austin, Texas 78754

Re: "WING COMMANDER III"

Dear Mr. Logan:

Enclosed please find a cheque in the amount of \$2,764.00, payable to yourself,  
dated February 23, 1994, pursuant to the terms of the Agreement.

Very Truly Yours,

*Carol T. Contes*

Carol T. Contes  
Senior Counsel

CTC:dd  
encl.

cc: Richard Johnson and Prem Krishnan @ Origin (w/encl.)  
EAP Inc./Group (w/encl.)



Donna Bokor's writing cabinet

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ELECTRONIC ARTS PRODUCTIONS, INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

FIRST INTERSTATE BANK OF CALIFORNIA NO. 684  
177 PARK CENTER PLAZA  
SAN JOSE, CA 95106-1289  
16-211/220

1075

PAY TO THE ORDER OF

J. M. Logan

2/23/94

Two Thousand Seven hundred Sixty four and no/100 \$ 2764.00 DOLLARS

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00

*[Signature]*

FOR

⑆000001075⑆ ⑆12000218⑆684205327⑆ 11

Donna Burkowsky  
WRITER'S CONTRACT

24125W550V V0151

Author: ccontes (EA/EASMO0EAL/ccontes) at EASM  
Date: 02/24/94 02:58 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
CC: Richard Johnson at Origin  
G: pkrishna at origin  
croberts at origin  
Subject: Josh Logan

----- Message Contents -----  
I have received a signature page (via fax) for the Josh Logan contract.  
Please prepare a check in the amount of \$2,764.00. Despite the address on  
the contract, the check should be sent to Josh's address at

John Logan  
11633 Rydalwater Lane  
Austin TX 78754

If Doug Doyle has not already sent a back-up payment request, I'm sure it  
will be to you in the mail. This check can, and should go out since we have  
his signature and the person is working. Thanks.

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Donna Borkon-3

WRITER'S CONTRACT

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Author: ccontes (EA/EASM00EA1/ccontes) at EASM  
Date: 02/23/94 11:09 AM  
Priority: Normal  
TO: Richard Johnson at Origin  
TO: pkrishna at origin  
O: afoshko at origin  
Subject: Attached is the JM Logan contract

----- Message Contents -----  
Production: Please note that I included a "screen credit" provision. I did the usual stuff, and thought it would be easier for you to just delete rather than not put it in. Your call. Please let me know if you want to get it out. I'd like to receive a fax of a signed signature page before I send out the money.

Tracy Snodgrass: Please prepare the first check, due on execution of \$2,764.00. Doug will follow up with a payment request in writing. Please return check to us to forward after I get a signature on the contract.

Doug: Can you do a payment request? The information is all on the front of the contract.

Thanks. Let me know if this system that I'm using works for all of you.

[[ JML223W2.DOC : 2853 in JML223W2.DOC ]]

LEAF A A665451-12

Donna Burke's PRIVATE COPY

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ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL: 415-371-7171  
FAX: 415-371-6375

VIA FEDERAL EXPRESS

March 2, 1994

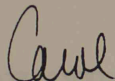
J.M. Logan  
11633 Rydalwater Lane  
Austin, Texas 78754

Re: "WING COMMANDER III"

Dear Mr. Logan:

Enclosed please find a fully-executed copy of the Agreement in connection with the above-referenced production.

Very Truly Yours,



Carol T. Contes  
Senior Counsel

CTC:dd  
encl.

cc: Richard Johnson and Prem Krishnan @ Origin (w/encl.)  
EAP Inc./Group (w/encl.)





## AGREEMENT

**COMPANY:**

ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
Attn.: Legal Department  
Facsimile: 415-571-6375

**AUTHORIZED COMPANY  
REPRESENTATIVE:**

Chris Roberts, Executive Producer

**INTERACTIVE PROGRAM:**

"Wing Commander III"

**CONTRACTOR:**

J.M. Logan  
3004 Val Drive  
Austin, Texas 78723  
Tel. 512-933-1507  
Page 512-908-9146

**DATE OF SERVICES:**

February 23, 1994 - April 9, 1994

**SERVICES/MATERIALS  
PROVIDED:**

Contractor shall design, prepare, manufacture and deliver to Producer the Materials specified in the attached Exhibit A.

**FEE :**

Five Thousand Five Hundred Twenty Eight Dollars  
(\$5,528.00)

Installments:  
50% on execution of this Agreement;  
50% upon completion of services and Delivery  
of all required Materials.

The parties hereby acknowledge that Contractor is rendering services and providing materials hereunder as an independent contractor and that Contractor shall be responsible for the payment of all withholding, social security and any other taxes which may be due and payable to any governmental authority in connection with this Agreement.

**SCREEN CREDIT:**

Company shall accord Contractor a screen credit on the Program, substantially as follows:

**"Technical Materials by J.M. Logan"**

All other characteristics of such credit shall be within the sole discretion of Company. No casual or inadvertent failure of Company to accord such credit shall be deemed a material breach of this agreement and in no event shall Contractor be entitled to equitable or injunctive relief as a result of a breach hereof, Artist's sole remedy being limited to an action at law for money damages, if any.

**INSPECTION RIGHTS:**

Company shall have the right to inspect the studio and working facilities of Contractor upon reasonable notice and during regular business hours to view the Materials and the manufacture thereof to insure compliance with all required specifications specified on Exhibit B.

**EXHIBITS:**

The attached "Exhibit A" (Standard Terms and Conditions) and "Exhibit B" (Materials) are hereby incorporated into the terms of this Agreement.

ACCEPTED AND AGREED as of this \_\_\_\_ day of \_\_\_\_, 1994:

**ELECTRONIC ARTS PRODUCTIONS INC.**

BY: Ruth A. Kennedy

**CONTRACTOR**

X J.M. Logan  
J. M. Logan

Donna A. Berkowicz RITEK CONTRACT

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STANDARD TERMS AND CONDITIONS  
"EXHIBIT A"

This "Exhibit A" is attached and incorporated by reference into the Agreement dated as of February 23, 1993, between J.M. Logan ("Contractor") and ELECTRONIC ARTS PRODUCTIONS, INC. ("Company") in connection with the Program described therein.

1. NATURE OF CONTRACTOR'S OBLIGATIONS

Contractor shall consult with Company regarding the production of the Materials and furnish all standard and customary services in accordance with the highest standards of costume design and production work and character design for film and tape production. Contractor shall provide services and deliver all Materials hereunder in accordance with the time requirements specified in the Agreement, and timely delivery of the Materials in accordance with the specifications of Company is of the essence of this Agreement.

Notwithstanding Company's consultation with Contractor concerning the script, budget or any other matter in connection with the production of the Program, Company's authority shall be final in all business and creative matters.

Contractor shall not incur any expense on behalf of Company without the express approval and written consent of Company's Authorized Representative (as indicated on the first page of this Agreement), including but not limited to overages of any previously approved expenses, if any.

2. DELIVERY REQUIREMENTS

Contractor agrees to deliver to all Materials which shall be of the highest quality and suitable for the use in the video taping of commercial motion pictures and any other standard photographic uses, which event shall constitute "Delivery" by Contractor. The Materials delivered hereunder shall conform to highest standards for commercial photography and be of the quality necessary to meet the technical requirements of 3DO interactive software and other "Interactive Media", as defined below, and shall comply with the reasonable specifications of Company. Company shall have the sole authority to determine the suitability of the Materials for its commercial purposes hereunder. Delivery of all Materials shall be made to Company to the Authorized Company Representative or at such other place as Company may designate in writing to Contractor.

3. DEFINITIONS

The term "Interactive" describes the attribute of digitized electronic products which enables the viewer to manipulate, affect or alter the presentation of the creative content of such product simultaneous with its use by the viewer. "Interactive Media" means any media on which products such as the Program may operate through which the user may interact with such product including but not limited to personal computers, game machines, arcade games, VCR-interactive machines and CD-interactive machines (including without limitation the 3DO Multiplayer machines) and similar microprocessor-based units and any Platforms thereof, and, any system under which software products such as the Program may be accessed for use from a location that is remote from the central processing unit on which the product is principally used, such as an on-line service; a remote delivery service over cable television lines, telephone lines, microwave signals, radio waves or satellite that allows pay-per-play or the equivalent; or

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any other delivery service or transmission method now known or hereinafter invented. "Platform(s)" refer to the various microprocessor-based hardware including but not limited to SEGA, Nintendo and 3DO machines that utilize the appropriate compatible formats such as cartridges and discs, or other formats hereinafter invented which memorialize Interactive Programs for viewer use.

#### 4. REPRESENTATIONS AND WARRANTIES

(A) Contractor hereby represents and warrants that:

- (i) Contractor has the full right, power and authority to enter into the agreement and to perform and comply with each and every term, covenant and condition contained herein and any applicable laws and regulations of governmental authorities;
- (ii) Contractor has not made any commitment which would interfere with Contractor's services hereunder;
- (iii) Any photographic or other materials supplied by Contractor hereunder shall be Contractor's original creation (except for material in the public domain), and any use thereof shall not violate the rights of any third party and shall be free and clear of any liens, encumbrances or obligations to any third party;
- (iv) Contractor is providing services as an independent contractor and shall discharge all obligations imposed by law with respect to federal and state taxes, unemployment and disability insurance, social security, and all other contributions and payment required by any governmental authority in connection with the services and materials provided by Contractor hereunder;

(B) Company hereby represents and warrants that:

- (i) Company has the full right, power and authority to enter into this agreement and to perform and comply with each and every term, covenant and condition contained herein;

#### 5. INDEMNITIES

Contractor shall hold Company, its affiliated companies, successors, licensees and assigns, and the Contractors, officers, employees and agents of all the foregoing, harmless from all claims, liabilities, damages, costs and legal fees (including reasonable attorneys' fees) arising from any breach by Contractor of any warranty or agreement made by Contractor hereunder or from any third party's claim to any amount payable as a result thereof. Company will hold Contractor harmless from all claims, liabilities, damages, costs and legal fees (including reasonable attorneys' fees) arising from the use of any material supplied to Contractor by Company for inclusion in the Program or breach of the warranties made by Company hereunder. The party receiving notice of a claim, demand or action to which this paragraph applies shall promptly notify the other party thereof. If Company so elects, Company shall have the absolute right to control the litigation or resolution of any claim, demand or action to which this paragraph applies. If Contractor is required to indemnify Producer hereunder, Contractor shall not have the right to approve the settlement of any such claim, demand or action without the written approval of Company, which approval shall not to unreasonably withheld.

#### 6. OWNERSHIP; COPYRIGHT

Contractor acknowledges Company's ownership of the Interactive Program and all constituent elements thereof including but not limited to the characters portrayed in the Materials, the literary material upon which the Interactive Program and such characters are based, and all copyrights and trademarks therein. Contractor hereby irrevocably assigns to Company all right, title and interest throughout the universe in perpetuity in the results and proceeds of services provided hereunder to Company and all materials created in connection therewith for Company. The rights of Company include, without limitation, all rights of every kind and character whatsoever whether now known or hereafter recognized for all known or



hereafter existing uses, Platforms, formats and media, including the right to copyright the Program (and all constituent elements thereof including the characters portrayed in the Materials in Company's name, the right to exploit the Program and all constituent elements thereof in Interactive Media and any and all other Platforms, formats and media whether now known or hereafter devised, and the right to produce and exploit derivative works based thereon for Interactive Media and any media now known or hereafter devised. Contractor shall, at Company's request, execute, verify and deliver to Company any and all assignments, documents or other instruments which Company may require to evidence, establish, maintain, protect enforce or defend its rights hereunder and Contractor appoints Company its attorney-in-fact (which agency shall be deemed coupled with an interest) with full right and authority to act on behalf of Contractor to accomplish the same.

#### 9. PUBLICITY RESTRICTION; CONFIDENTIALITY

Contractor shall not circulate, publish or otherwise disseminate any news stories or articles, books or other publicity relating directly or indirectly to Contractor's employment, the subject matter of this Agreement, the Program or the services to be rendered by Contractor or others in connection with the Program unless the same are first approved by Company in writing. The issuance of publicity or information by Contractor which is primarily related to Contractor and is of an essentially biographical nature shall not be deemed a breach of this paragraph. Contractor acknowledges and agrees that the Program, Contractor's services and the services of all persons in connection with the Program are confidential in nature and involve trade secrets or protected intellectual property, and, it is of the essence of this Agreement that all matters in connection with the Program shall not be disclosed to anyone other than the representatives of Company or authorized persons designated by Company in writing.

#### 10. NOTICES

All notices, statements or other documents (collectively "notices") which either party shall be required or shall desire to give to the other hereunder shall be in writing and, if not personally delivered, shall be addressed or directed to the party intended to receive the same at the address specified hereinabove; provided that Company may deliver notice to Contractor orally and, if such oral notice concerns suspension or termination of this Agreement, it shall be confirmed in writing within a reasonable period of time. All such written notices shall be given in one of the following ways: (i) by personal delivery; or (ii) by United States mail, registered or certified, postage prepaid, air mail or express courier, or (iii) by delivery, toll prepaid to a telegraph or cable company, or (iv) by transmittal by any electronic means whether now known or hereafter developed including but not limited to telex, telecopier or laser transmissions able to be received by the party intended to receive notice. If so delivered, mailed, telegraphed, cabled, or transmitted, each such notice shall, except as herein expressly provided, be conclusively deemed to have been given when personally delivered or on the date of delivery to the telegraph or cable company or when electronically transmitted, or on the first business day following the date of mailing, as the case may be.

#### 11. PAYMENT OF FEE

In full consideration of Contractor's services in connection with the Program and the performance of all obligations, undertakings, representations and warranties hereunder, Company agrees to pay Contractor the Fee in the manner set forth hereinabove. Payment of the Fee shall be deemed complete payment for the rendition of Contractor's services and the acquisition of all rights whatsoever in perpetuity to the results and proceeds thereof and any materials furnished or created by Contractor in connection with the Program, and no residuals, royalties or any other payments shall be due Contractor as a result of the exploitation of the Program by Company.



## 12. ASSIGNMENT

Company may transfer or assign this Agreement or any part of Company's rights hereunder to any person or entity and this Agreement shall inure to the benefit of Company's successors or assigns, however no such assignment shall relieve Company of its obligations hereunder unless such obligations are assumed by such assignee in writing. The services provided hereunder by Contractor are personal and unique in nature and Contractor may not transfer or assign any of Contractor's rights or obligations hereunder to any third party.

## 13. SUSPENSION /TERMINATION

(A) If Contractor fails, refuses or neglects to perform any services hereunder or to comply with the representations, warranties and obligations hereunder (an event of "default"), Company may terminate this Agreement or suspend the term and the payment of the Fee specified hereunder for the duration of such failure, refusal or neglect by Contractor upon notice to Contractor. Company may exercise its right of termination during any period of suspension for default hereunder.

(B) If production of the Program is impaired by reason of epidemic, fire, Act of God, labor dispute, lockout, governmental order, court order or order of any other legally constituted authority, or public enemy, war, conditions of war (declared or undeclared), riot, civil commotion, terrorism, shortage of materials, labor or equipment or any other similar causes, event or happening beyond Company's control ("event of force majeure"), Company may terminate this Agreement or suspend the term and the payment of the Fee specified hereinabove for the duration of such event of force majeure. Company may exercise its right of termination during any period of suspension for an event of force majeure hereunder.

## 14. MISCELLANEOUS PROVISIONS

(A) Neither the expiration of this Agreement nor any termination or suspension hereof shall affect Company's ownership of the rights granted hereunder, nor shall any such expiration or termination affect or terminate any representation, warranty or indemnification made by Contractor hereunder.

(B) This Agreement shall be construed and enforced in accordance with the laws of the State of California applicable to agreements negotiated, executed and wholly performed therein.

(C) Paragraph headings herein are used for convenience only and shall not be given any effect in construing the content of this Agreement.

(D) All remedies accorded herein or otherwise available to either party shall be cumulative, and no one such remedy shall be exclusive to any other.

(E) This Agreement is the entire agreement between the parties and shall not be amended except by written document executed by both parties hereto.



## MATERIALS "EXHIBIT B"

### A. Cockpit Mockup to include:

1. Throttle assembly with adjustable throw. Throttle base will attach to standard "C" stand for on set adjustment.
2. Side Joystick assembly. Side joystick base will attach to standard "C" stand for on-set adjustment.
3. Base for center joystick/bomber yoke. Base will accommodate joystick and bomber yoke.
4. Center Joystick. Center Joystick will provide 2 dimensional (front to back, side to side) travel and have an adjustable stick length.
5. Bomber Yoke. Bomber yoke will provide 1 dimensional (front to back) travel and have an adjustable yoke length. Bomber Yoke steering wheel will rotate (side to side).
6. Ejection Handle. Handle will attach to center joystick base and provide a minimum of three inches of upward travel.

### B. Uniform Adornments

7. Rank Emblems as specified:
  - Three (3) Navy Lieutenant
  - Eight (8) Space Force Lieutenant
  - Four (4) Space Force Colonel
  - Seven (7) Space Force Major
  - Three (3) Navy Captain
  - Three (3) Navy Admiral
8. Uniform Clasps (Up to 20 Uniform Jackets)
9. "Salad Bar" Assortment of Chest Medals/Tour Ribbons

### C. Chief Tech Tool Belt

10. Laser Torch
11. Optic Blinky Analyzer
12. Hand-held Diagnostic Tool (Functional Buttons/Lights)
13. Functional Drill (Based on Portable Screwdriver)
14. Black Webb Belt which holds misc. tools
15. Miscellaneous wrenches and screwdrivers to dress the belt

D. Miscellaneous Props

16. Two (2) Terran handguns. May or may not be based on company provided resources, but they must fit holsters provided by company.
17. Two (2) Terran rifles.
18. One (1) Hand-held Communicator.

End

Donna Burkholz

WRITER'S CONTRACT

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Author: ccontes (EA/EASM00EAL/ccontes) at EASM  
Date: 03/14/94 05:14 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
CC: Richard Johnson at Origin  
C: pkrishna at origin  
C: croberts at origin  
C: afoshko at origin  
Subject: Donna Burkons expenses

----- Message Contents -----  
On your desk are hard copies of bills submitted from Donna Burkons.

Her reimbursement should be \$239.55 PLUS mileage(87 miles). Can you please find out what that is?

The other reimbursement (\$50.00) should be paid to Marlo Zuazua, 8056 Radford Ave., N. Hollywood, CA 91605. It is the cost of transferring some tapes for Chris Roberts.

Please proceed. . . .Thank you.

Via Mail CA 94108

Re: "WING COMMANDER II"

Dear Donna

Enclosed please find a check in the amount of \$239.55 dated March 10, 1994, which  
pays the reimbursement for expenses incurred through March 11, 1994 on the above-referenced  
production.

Thank you

Very truly yours

*C. Contes*

Carl T. Contes

Senior Counsel

CC: EASM

cc:

cc: Richard Johnson & Frank Johnson @ Origin  
EAP Inc./New

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03/11/94 03:11 03:10 03:11 03:12  
ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL: 415-571-7171  
FAX: 415-571-6175

VIA FEDERAL EXPRESS

March 10, 1994

Donna Burkons  
6424 Peach Avenue  
Van Nuys, CA 94106

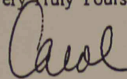
- Re: "WING COMMANDER III"

Dear Donna:

Enclosed please find a cheque in the amount of \$2,500, dated March 10, 1994, made payable to yourself, for services rendered through March 11, 1994 on the above-referenced production.

Thank you.

Very Truly Yours,



Carol T. Contes  
Senior Counsel

CTC:dd  
encl.

cc: Richard Johnson & Prem Krishnan @ Origin  
EAP Inc./Group





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ELECTRONIC ARTS PRODUCTIONS, INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

FIRST INTERSTATE BANK OF CALIFORNIA NO. 664  
17 FINE CENTRAL PLAZA  
SAN JOSE, CA 95128

1097  
10/21/120

PAY TO THE ORDER OF Dana Burtons  
Two Thousand five hundred

3110-1094 \$ 2500.00  
no 100 DOLLARS

Kilgus-23  
THE SIGNATURE REQUIRED FOR CHECKS OVER \$10,000.00

FOR SERVICES THREE 3/11/94  
#000001097# 1:122000218:681:05327# 11



ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL 415-571-7171  
FAX 415-571-6375

VIA FEDERAL EXPRESS

March 9, 1994

Donna Burkons  
6424 Peach Avenue  
Van Nuys, CA 94106

Re: "WING COMMANDER III"

Dear Donna:

Enclosed please find three (3) copies of the agreement in connection with the above-referenced production. If all is in order, please sign and return all three copies to me, and I will arrange for counter-signature.

Thank you.

Very Truly Yours,

*Carol T. Contes/dd*

Carol T. Contes  
Senior Counsel

CTC:dd  
encl.

cc: Richard Johnson & Prem Krishnan @ Origin  
EAP Inc./Group



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WRITER'S CONTRACT

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## AGREEMENT

### COMPANY:

ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
Attn.: Legal Department  
Facsimile: 415-571-6375  
Company Representative:  
Chris Roberts, Executive Producer

INTERACTIVE PROGRAM: "WING COMMANDER III "

### CONTRACTOR:

Donna Burkons  
6424 Peach Avenue  
Van Nuys, CA 91406  
Tel. 818-785-8434  
Fax 818-785-9664

### SERVICES:

Contractor shall provide production services to Company during the Term for pre-production, production and post-production of the Interactive Program. The services provided by Contractor hereunder shall be those customarily rendered by production managers within the entertainment industry including but not limited to negotiating and booking crews, stages, recording studios, overseeing schedules of videotaping, and arranging for prop rentals and set up as well as striking sets upon completion of production.

### TERM:

Services Commence:  
Photography/Taping ("Shoot"):  
Post-Production:

February 28, 1994 - May 13, 1994  
February 28, 1994 (pre-production)  
April 13, 1994 - May 6, 1994  
May 9 - May 13, 1994

Company shall have the right to extend the Term of Contractor's services on a continuous, week-to-week basis at the rate specified hereinbelow on not less than three (3) days' notice prior to the end of the Term until delivery of the Interactive Program to Company.

TOTAL FEE :  
Payment Terms:

Sixteen Thousand Dollars (\$16,000.00)  
Weekly on Company's regular Friday pay day  
\$1,000/March 4, 1994  
\$1,500/week, payable on each subsequent Friday for 10 weeks  
commencing March 11, 1994 - May 13, 1994



**INDEPENDENT  
CONTRACTOR:**

The parties hereby acknowledge that Contractor is rendering services hereunder to Company as an independent contractor and that Contractor shall be responsible for the payment of all withholding, social security and any other taxes which may be due and payable to any governmental authority in connection with the rendition of Contractor's services hereunder.

**EXPENSES:**

Reimbursement of pre-approved expenses by Company on written substantiation by Contractor.

**SCREEN CREDIT:**

Company shall accord Contractor a screen credit as "Line Producer" or "Los Angeles Production Coordinator," as chosen by Contractor. Screen credit hereunder shall be in a size, style and type which is legible and not less than similar credit accorded other contractors providing services and materials on the Program, however, the characteristics of such credit shall be determined by Company.

**PRIOR AGREEMENT:**

Any agreement between Contractor and Company or any affiliate thereof with respect to Contractor's services for the Interactive Program are deemed superseded by this Agreement as of February 28, 1994, and Contractor acknowledges receipt in full of any sums due pursuant to any such prior agreements.

**EXHIBIT:**

The attached Exhibit A, "Standard Terms and Conditions" is hereby incorporated into the terms of this Agreement.

ACCEPTED AND AGREED as of this \_\_\_\_ day of \_\_\_\_\_, 1994:

ELECTRONIC ARTS PRODUCTIONS INC.

BY: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_

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STANDARD TERMS AND CONDITIONS  
"EXHIBIT A"

This "Exhibit A" is attached and incorporated by reference into the Agreement dated as of February 28, 1994, between Donna Burkons ("Contractor") and ELECTRONIC ARTS PRODUCTIONS, INC. ("Company") in connection with the Program described therein.

1. NATURE OF CONTRACTOR'S OBLIGATIONS

Contractor shall consult with Company regarding the production of the Program and furnish standard and customary services of a Contractor of filmed or taped entertainment programming and in accordance with the highest standards of Contractors in the motion picture and video industry. Contractor's services shall be exclusive to Company during all periods of principal photography or videotaping hereunder; during all other times Contractor shall render services on a first-call basis, so that no other services performed by Contractor on his own behalf or on behalf of third parties shall interfere with the rendition of services hereunder.

Notwithstanding Company's consultation with Contractor concerning the script, budget, principal cast, writers, Contractor of photography or camera person, editor or any other personnel or matter in connection with the production of the Program, Company's authority shall be final in all business and creative matters, including but not limited to the final editing and configuration of the Program.

Contractor shall not incur any expense on behalf of Company without the express approval and consent of Company's Authorized Representative (as indicated on the first page of this Agreement), including but not limited to overages of any previously approved expense. Contractor shall immediately notify Company in writing prior to incurring any such additional expenses, detailing the amount of the expense and the reasons for the same. Such charges will thereafter be incurred only upon the written approval of Company's Authorized Representative.

2. DEFINITIONS

The term "Interactive Media" means (i) any media on which products such as the Program may operate through which the user may interact with such product including but not limited to personal computers, game machines, arcade games, VCR-interactive machines and CD-interactive machines (including without limitation the 3DO Multiplayer machines) and similar microprocessor-based units, and (ii) any system under which software products such as the Program may be accessed for use from a location that is remote from the central processing unit on which the product is principally used, such as an on-line service; a remote delivery service over cable television lines, telephone lines, microwave signals, radio waves or satellite that allows pay-per-play or the equivalent; or any other delivery service or transmission method now known or hereinafter invented.



### 3. REPRESENTATIONS AND WARRANTIES

(A) Contractor hereby represents and warrants that:

- (i) Contractor has the full right, power and authority to enter into the agreement and to perform and comply with each and every term, covenant and condition contained herein and any applicable laws and regulations of governmental authorities;
- (ii) Contractor has not made any commitment which would interfere with Contractor's services hereunder;
- (iii) Any literary or other materials supplied by Contractor hereunder shall be Contractor's original creation (except for material in the public domain), and any use thereof shall not violate the rights of any third party and shall be free and clear of any liens, encumbrances or obligations to any third party;
- (iv) Contractor is providing services as an independent contractor and shall discharge all obligations imposed by law with respect to federal and state taxes, unemployment and disability insurance, social security, and all other contributions and payment required by any governmental authority in connection with the services and materials provided by Contractor hereunder;

(B) Company hereby represents and warrants that:

- (i) Company has the full right, power and authority to enter into this agreement and to perform and comply with each and every term, covenant and condition contained herein;
- (ii) Company shall discharge any and all obligations of an employer including but not limited to the withholding of all federal, state and local taxes in connection with the employment of third parties in connection with the Program, as applicable, including but not limited to production staff.

### 4. INDEMNITIES

Contractor shall hold Company, its affiliated companies, successors, licensees and assigns, and the Contractors, officers, employees and agents of all the foregoing, harmless from all claims, liabilities, damages, costs and legal fees (including reasonable attorneys' fees) arising from any breach by Contractor of any warranty or agreement made by Contractor hereunder or from any third party's claim to any amount payable as a result thereof. Company will hold Contractor harmless from all claims, liabilities, damages, costs and legal fees (including reasonable attorneys' fees) arising from the use of any material supplied to Contractor by Company for inclusion in the Program or breach of the warranties made by Company hereunder. The party receiving notice of a claim, demand or action to which this paragraph applies shall promptly notify the other party thereof. If Company so elects, Company shall have the absolute right to control the litigation or resolution of any claim, demand or action to which this paragraph applies; however, if Contractor is required to indemnify Contractor hereunder, Contractor shall have the right to approve the settlement of any such claim, demand or action, such approval not to be unreasonably withheld.

### 5. OWNERSHIP OF PROGRAM; COPYRIGHT

Company shall at all times own the results and proceeds of Contractor's service hereunder, and Contractor hereby irrevocably assigns to Company all right, title and interest throughout the



universe in perpetuity in and to the results and proceeds of Contractor's services and any materials which may be furnished or created by Contractor in connection with this Agreement. The foregoing rights include, without limitation, all rights of every kind and character whatsoever (whether now known or hereafter recognized) for all known or hereafter existing uses, media and formats, including the right to copyright the Program in Company's name, the right to exploit the Program in Interactive Media and any and all other media and formats (whether now known or hereafter devised), and the right to produce and exploit derivative works based thereon in Interactive Media and any media or formats now known or hereafter devised.

It is understood that all motion pictures and video tapes and component elements thereof shall be Company's sole and absolute property. Notwithstanding the foregoing, Contractor is responsible and liable for any theft, loss, destruction of or injury to any negative or prints of such motion pictures or video tapes or any other material or out-takes of the Program which are under Contractor's control until Delivery to Company as provided hereinabove.

Contractor shall, at Company's request, execute, verify and deliver to Company any and all assignments, documents or other instruments which Company may require to evidence, establish, maintain, protect enforce or defend its rights hereunder and Contractor appoints Company its attorney-in-fact (which agency shall be deemed coupled with an interest) with full right and authority to act on behalf of Contractor to accomplish the same.

#### 6. PRODUCTION MATERIALS

Any items acquired by Contractor in connection with the Program shall be the sole property of Company. All right, title and interest in and to the motion pictures or videotapes, all negatives, prints, soundtracks and other component elements thereof, all materials exposed and/or processed in connection therewith, and all other materials relating thereto, whether furnished by Contractor or a third party, shall be and will remain vested in Company upon acquisition or upon completion of production and in any event prior to use thereof.

#### 7. NAME AND LIKENESS

Company shall have the right to use and display Contractor's name and likeness for commercial, advertising or publicity purposes of any and every nature perpetually in connection with the Program hereunder, but not as a direct endorsement of any commercial service or product (other than the Program and any derivative works thereof).

#### 8. PUBLICITY RESTRICTION; CONFIDENTIALITY

Contractor shall not circulate, publish or otherwise disseminate any news stories or articles, books or other publicity relating directly or indirectly to Contractor's employment, the subject matter of this Agreement, the Program or the services to be rendered by Contractor or others in connection with the Program unless the same are first approved by Company in writing. The issuance of publicity or information by Contractor which is primarily related to Contractor and is of an essentially biographical nature shall not be deemed a breach of this paragraph.

Contractor acknowledges and agrees that the Program, Contractor's services and the services of all persons in connection with the Program are confidential in nature and involve trade secrets or protected intellectual property, and, it is of the essence of this Agreement that all matters in



connection with the Program shall not be disclosed to anyone other than the representatives of Company or authorized persons designated by Company in writing.

#### 9. INSURANCE

Company may secure life, health, accident, cast or other insurance covering Contractor and the services to be rendered by Contractor, at Company's expense. Such insurance shall be for Company's sole benefit and Company shall be the beneficiary thereof. Contractor shall assist in procuring such insurance, if requested by Company, by submitting to required examinations and by preparing, executing and delivering such applications and other documents as may reasonably be required. If Company is unable to obtain production or cast insurance covering Contractor at prevailing rates without exclusions, restrictions, conditions or exceptions of any kind, or if having obtained insurance Contractor fails to comply with the terms and conditions necessary for its maintenance, Company shall have the right to terminate this Agreement without any obligation to Contractor by giving Contractor written notice thereof.

#### 10. NOTICES

All notices, statements or other documents (collectively "notices") which either party shall be required or shall desire to give to the other hereunder shall be in writing and, if not personally delivered, shall be addressed or directed to the party intended to receive the same at the address specified hereinabove; provided that Company may deliver notice to Contractor orally and, if such oral notice concerns suspension or termination of this Agreement, it shall be confirmed in writing within a reasonable period of time. All such written notices shall be given in one of the following ways: (i) by personal delivery; or (ii) by United States mail, registered or certified, postage prepaid, air mail or express courier, or (iii) by delivery, toll prepaid to a telegraph or cable Company, or (iv) by transmittal by any electronic means whether now known or hereafter developed including but not limited to telex, telecopier or laser transmissions able to be received by the party intended to receive notice. If so delivered, mailed, telegraphed, cabled, or transmitted, each such notice shall, except as herein expressly provided, be conclusively deemed to have been given when personally delivered or on the date of delivery to the telegraph or cable Company or when electronically transmitted, or on the first business day following the date of mailing, as the case may be.

#### 11. PAYMENT OF FEE

In full consideration of Contractor's services in connection with the Program and the performance of all obligations, undertakings, representations and warranties hereunder, Company agrees to pay Contractor the Fee in the manner set forth hereinabove. Payment of the Fee shall be deemed complete payment for the rendition of Contractor's services and the acquisition of all rights whatsoever in perpetuity to the results and proceeds thereof and any materials furnished or created by Contractor in connection with the Program, and no other residuals, royalties or any other payments shall be due Contractor as a result of the exploitation of the Program by Company.

#### 12. ASSIGNMENT

Company may transfer or assign this Agreement or any part of Company's rights hereunder to any person or entity and this Agreement shall inure to the benefit of Company's successors or assigns, however no such assignment shall relieve Company of its obligations hereunder unless such obligations are assumed by such assignee in writing. The services provided hereunder by



Contractor are personal and unique in nature and Contractor may not transfer or assign any of Contractor's rights or obligations hereunder to any third party.

### 13. CREDIT

If Contractor complies with all terms and conditions specified herein, Company shall provide Contractor visual credit on the Program acknowledging Contractor's services in connection with the Program. All characteristics of such credit, including the size, style and placement thereof, shall be within the sole discretion of Company. Any casual or inadvertent failure to comply with the provisions of this credit provision shall not be deemed a breach of this Agreement.

### 14. SUSPENSION /TERMINATION

(A) If Contractor fails, refuses or neglects to perform any services hereunder or to comply with the representations, warranties and obligations hereunder (an event of "default"), Company may terminate this Agreement or suspend the term and the payment of the Fee specified hereunder for the duration of such failure, refusal or neglect by Contractor upon notice to Contractor. Company may exercise its right of termination during any period of suspension for default hereunder.

(B) If production of the Program is impaired by reason of epidemic, fire, Act of God, labor dispute, lockout, governmental order, court order or order of any other legally constituted authority, or public enemy, war, conditions of war (declared or undeclared), riot, civil commotion, terrorism, shortage of materials, labor or equipment or any other similar causes, event or happening beyond Company's control ("event of force majeure"), Company may terminate this Agreement or suspend the term and the payment of the Fee specified hereinabove for the duration of such event of force majeure. Company may exercise its right of termination during any period of suspension for an event of force majeure hereunder.

### 15. PAY OR PLAY

Company shall not be obligated to use Contractor's services or to make any use whatsoever of the Program but shall be deemed to have fully discharged its obligations to Contractor by payment of the Fee specified in the Agreement, subject to any right of Company to otherwise suspend or terminate this Agreement for Contractor's breach, default or pursuant to any provisions hereinabove.

### 16. MISCELLANEOUS PROVISIONS

(A) Neither the expiration of this Agreement nor any termination or suspension hereof shall affect Company's ownership of the rights granted hereunder, nor shall any such expiration or termination affect or terminate any representation, warranty or indemnification made by Contractor hereunder.

(B) This Agreement shall be construed and enforced in accordance with the laws of the State of California applicable to agreements negotiated, executed and wholly performed therein. (C) Paragraph headings herein are used for convenience only and shall not be given any effect in construing the content of this Agreement. (D) All remedies accorded herein or otherwise available to either party shall be cumulative, and no one such remedy shall be exclusive to any other. (E) The provisions herein contained constitute the entire understanding between the parties hereto in respect to the subject matter. Any additions to or changes in this agreement must be set forth in writing attached hereto as a rider or supplement and will be effective only if executed by the parties.



ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL: 415-571-7171  
FAX: 415-571-6375

VIA FEDERAL EXPRESS

March 9, 1994

Donna Burkons  
6424 Peach Avenue  
Van Nuys, CA 94106

Re: "WING COMMANDER III"

Dear Donna:

Enclosed please find three (3) copies of the agreement in connection with the above-referenced production. If all is in order, please sign and return all three copies to me, and I will arrange for counter-signature.

Thank you.

Very Truly Yours,

*Carol T. Contes/dd*

Carol T. Contes  
Senior Counsel

CTC:dd  
encl.

cc: Richard Johnson & Prem Krishnan @ Origin  
EAP Inc./Group

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AGREEMENT

COMPANY:

ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
Attn.: Legal Department  
Facsimile: 415-571-6375  
Company Representative:  
Chris Roberts, Executive Producer

INTERACTIVE PROGRAM:

"WING COMMANDER III "

CONTRACTOR:

Donna Burkons  
6424 Peach Avenue  
Van Nuys, CA 94106  
Tel. 818-785-8434  
Fax 818-785-9664

SERVICES:

Contractor shall provide production services to Company during the Term for pre-production, production and post-production of the Interactive Program. The services provided by Contractor hereunder shall be those customarily rendered by production managers within the entertainment industry including but not limited to negotiating and booking crews, stages, recording studios, overseeing schedules of videotaping, and arranging for prop rentals and set up as well as striking sets upon completion of production.

TERM:

Services Commence:  
Photography/Taping ("Shoot"):  
Post-Production:

February 28, 1994 - May 13, 1994  
February 28, 1994 (pre-production)  
April 13, 1994 - May 6, 1994  
May 9 - May 13, 1994

Company shall have the right to extend the Term of Contractor's services on a continuous, week-to-week basis at the rate specified hereinbelow on not less than three (3) days' notice prior to the end of the Term until delivery of the Interactive Program to Company.

TOTAL FEE :  
Payment Terms:

Sixteen Thousand Dollars (\$16,000.00)  
Weekly on Company's regular Friday pay day  
\$1,000/March 4, 1994  
\$1,500/week, payable on each subsequent Friday for 10 weeks  
commencing March 11, 1994 - May 13, 1994



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AFTRA AGREEMENTS

**INDEPENDENT CONTRACTOR:**

The parties hereby acknowledge that Contractor is rendering services hereunder to Company as an independent contractor and that Contractor shall be responsible for the payment of all withholding, social security and any other taxes which may be due and payable to any governmental authority in connection with the rendition of Contractor's services hereunder.

**EXPENSES:**

Reimbursement of pre-approved expenses by Company on written substantiation by Contractor.

**SCREEN CREDIT:**

Company shall accord Contractor a screen credit as "Line Producer" or "Los Angeles Production Coordinator," as chosen by Contractor. Screen credit hereunder shall be in a size, style and type which is legible and not less than similar credit accorded other contractors providing services and materials on the Program, however, the characteristics of such credit shall be determined by Company.

**PRIOR AGREEMENT:**

Any agreement between Contractor and Company or any affiliate thereof with respect to Contractor's services for the Interactive Program are deemed superseded by this Agreement as of February 28, 1994, and Contractor acknowledges receipt in full of any sums due pursuant to any such prior agreements.

**EXHIBIT:**

The attached Exhibit A, "Standard Terms and Conditions" is hereby incorporated into the terms of this Agreement.

ACCEPTED AND AGREED as of this \_\_\_\_\_ day of \_\_\_\_\_, 1994:

ELECTRONIC ARTS PRODUCTIONS INC.

BY: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_

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STANDARD TERMS AND CONDITIONS  
"EXHIBIT A"

This "Exhibit A" is attached and incorporated by reference into the Agreement dated as of February 28, 1994, between Donna Burkhons ("Contractor") and ELECTRONIC ARTS PRODUCTIONS, INC. ("Company") in connection with the Program described therein.

1. NATURE OF CONTRACTOR'S OBLIGATIONS

Contractor shall consult with Company regarding the production of the Program and furnish standard and customary services of a Contractor of filmed or taped entertainment programming and in accordance with the highest standards of Contractors in the motion picture and video industry. Contractor's services shall be exclusive to Company during all periods of principal photography or videography hereunder; during all other times Contractor shall render services on a first-call basis, so that no other services performed by Contractor on his own behalf or on behalf of third parties shall interfere with the rendition of services hereunder.

Notwithstanding Company's consultation with Contractor concerning the script, budget, principal cast, writers, Contractor of photography or camera person, editor or any other personnel or matter in connection with the production of the Program, Company's authority shall be final in all business and creative matters, including but not limited to the final editing and configuration of the Program.

Contractor shall not incur any expense on behalf of Company without the express approval and consent of Company's Authorized Representative (as indicated on the first page of this Agreement), including but not limited to overages of any previously approved expense. Contractor shall immediately notify Company in writing prior to incurring any such additional expenses, detailing the amount of the expense and the reasons for the same. Such charges will thereafter be incurred only upon the written approval of Company's Authorized Representative.

2. DEFINITIONS

The term "Interactive Media" means (i) any media on which products such as the Program may operate through which the user may interact with such product including but not limited to personal computers, game machines, arcade games, VCR-interactive machines and CD-interactive machines (including without limitation the 3DO Multiplayer machines) and similar microprocessor-based units, and (ii) any system under which software products such as the Program may be accessed for use from a location that is remote from the central processing unit on which the product is principally used, such as an on-line service; a remote delivery service over cable television lines, telephone lines, microwave signals, radio waves or satellite that allows pay-per-play or the equivalent; or any other delivery service or transmission method now known or hereinafter invented.



### 3. REPRESENTATIONS AND WARRANTIES

(A) Contractor hereby represents and warrants that:

- (i) Contractor has the full right, power and authority to enter into the agreement and to perform and comply with each and every term, covenant and condition contained herein and any applicable laws and regulations of governmental authorities;
- (ii) Contractor has not made any commitment which would interfere with Contractor's services hereunder;
- (iii) Any literary or other materials supplied by Contractor hereunder shall be Contractor's original creation (except for material in the public domain), and any use thereof shall not violate the rights of any third party and shall be free and clear of any liens, encumbrances or obligations to any third party;
- (iv) Contractor is providing services as an independent contractor and shall discharge all obligations imposed by law with respect to federal and state taxes, unemployment and disability insurance, social security, and all other contributions and payment required by any governmental authority in connection with the services and materials provided by Contractor hereunder;

(B) Company hereby represents and warrants that:

- (i) Company has the full right, power and authority to enter into this agreement and to perform and comply with each and every term, covenant and condition contained herein;
- (ii) Company shall discharge any and all obligations of an employer including but not limited to the withholding of all federal, state and local taxes in connection with the employment of third parties in connection with the Program, as applicable, including but not limited to production staff.

### 4. INDEMNITIES

Contractor shall hold Company, its affiliated companies, successors, licensees and assigns, and the Contractors, officers, employees and agents of all the foregoing, harmless from all claims, liabilities, damages, costs and legal fees (including reasonable attorneys' fees) arising from any breach by Contractor of any warranty or agreement made by Contractor hereunder or from any third party's claim to any amount payable as a result thereof. Company will hold Contractor harmless from all claims, liabilities, damages, costs and legal fees (including reasonable attorneys' fees) arising from the use of any material supplied to Contractor by Company for inclusion in the Program or breach of the warranties made by Company hereunder. The party receiving notice of a claim, demand or action to which this paragraph applies shall promptly notify the other party thereof. If Company so elects, Company shall have the absolute right to control the litigation or resolution of any claim, demand or action to which this paragraph applies; however, if Contractor is required to indemnify Contractor hereunder, Contractor shall have the right to approve the settlement of any such claim, demand or action, such approval not to be unreasonably withheld.

### 5. OWNERSHIP OF PROGRAM; COPYRIGHT

Company shall at all times own the results and proceeds of Contractor's service hereunder, and Contractor hereby irrevocably assigns to Company all right, title and interest throughout the



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AFTRA AGREEMENTS

universe in perpetuity in and to the results and proceeds of Contractor's services and any materials which may be furnished or created by Contractor in connection with this Agreement. The foregoing rights include, without limitation, all rights of every kind and character whatsoever (whether now known or hereafter recognized) for all known or hereafter existing uses, media and formats, including the right to copyright the Program in Company's name, the right to exploit the Program in Interactive Media and any and all other media and formats (whether now known or hereafter devised), and the right to produce and exploit derivative works based thereon in Interactive Media and any media or formats now known or hereafter devised.

It is understood that all motion pictures and video tapes and component elements thereof shall be Company's sole and absolute property. Notwithstanding the foregoing, Contractor is responsible and liable for any theft, loss, destruction of or injury to any negative or prints of such motion pictures or video tapes or any other material or out-takes of the Program which are under Contractor's control until Delivery to Company as provided hereinabove.

Contractor shall, at Company's request, execute, verify and deliver to Company any and all assignments, documents or other instruments which Company may require to evidence, establish, maintain, protect enforce or defend its rights hereunder and Contractor appoints Company its attorney-in-fact (which agency shall be deemed coupled with an interest) with full right and authority to act on behalf of Contractor to accomplish the same.

#### 6. PRODUCTION MATERIALS

Any items acquired by Contractor in connection with the Program shall be the sole property of Company. All right, title and interest in and to the motion pictures or videotapes, all negatives, prints, soundtracks and other component elements thereof, all materials exposed and/or processed in connection therewith, and all other materials relating thereto, whether furnished by Contractor or a third party, shall be and will remain vested in Company upon acquisition or upon completion of production and in any event prior to use thereof.

#### 7. NAME AND LIKENESS

Company shall have the right to use and display Contractor's name and likeness for commercial, advertising or publicity purposes of any and every nature perpetually in connection with the Program hereunder, but not as a direct endorsement of any commercial service or product (other than the Program and any derivative works thereof).

#### 8. PUBLICITY RESTRICTION; CONFIDENTIALITY

Contractor shall not circulate, publish or otherwise disseminate any news stories or articles, books or other publicity relating directly or indirectly to Contractor's employment, the subject matter of this Agreement, the Program or the services to be rendered by Contractor or others in connection with the Program unless the same are first approved by Company in writing. The issuance of publicity or information by Contractor which is primarily related to Contractor and is of an essentially biographical nature shall not be deemed a breach of this paragraph.

Contractor acknowledges and agrees that the Program, Contractor's services and the services of all persons in connection with the Program are confidential in nature and involve trade secrets or protected intellectual property, and, it is of the essence of this Agreement that all matters in

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connection with the Program shall not be disclosed to anyone other than the representatives of Company or authorized persons designated by Company in writing.

#### 9. INSURANCE

Company may secure life, health, accident, cast or other insurance covering Contractor and the services to be rendered by Contractor, at Company's expense. Such insurance shall be for Company's sole benefit and Company shall be the beneficiary thereof. Contractor shall assist in procuring such insurance, if requested by Company, by submitting to required examinations and by preparing, executing and delivering such applications and other documents as may reasonably be required. If Company is unable to obtain production or cast insurance covering Contractor at prevailing rates without exclusions, restrictions, conditions or exceptions of any kind, or if having obtained insurance Contractor fails to comply with the terms and conditions necessary for its maintenance, Company shall have the right to terminate this Agreement without any obligation to Contractor by giving Contractor written notice thereof.

#### 10. NOTICES

All notices, statements or other documents (collectively "notices") which either party shall be required or shall desire to give to the other hereunder shall be in writing and, if not personally delivered, shall be addressed or directed to the party intended to receive the same at the address specified hereinabove; provided that Company may deliver notice to Contractor orally and, if such oral notice concerns suspension or termination of this Agreement, it shall be confirmed in writing within a reasonable period of time. All such written notices shall be given in one of the following ways: (i) by personal delivery; or (ii) by United States mail, registered or certified, postage prepaid, air mail or express courier, or (iii) by delivery, toll prepaid to a telegraph or cable Company, or (iv) by transmittal by any electronic means whether now known or hereafter developed including but not limited to telex, telecopier or laser transmissions able to be received by the party intended to receive notice. If so delivered, mailed, telegraphed, cabled, or transmitted, each such notice shall, except as herein expressly provided, be conclusively deemed to have been given when personally delivered or on the date of delivery to the telegraph or cable Company or when electronically transmitted, or on the first business day following the date of mailing, as the case may be.

#### 11. PAYMENT OF FEE

In full consideration of Contractor's services in connection with the Program and the performance of all obligations, undertakings, representations and warranties hereunder, Company agrees to pay Contractor the Fee in the manner set forth hereinabove. Payment of the Fee shall be deemed complete payment for the rendition of Contractor's services and the acquisition of all rights whatsoever in perpetuity to the results and proceeds thereof and any materials furnished or created by Contractor in connection with the Program, and no other residuals, royalties or any other payments shall be due Contractor as a result of the exploitation of the Program by Company.

#### 12. ASSIGNMENT

Company may transfer or assign this Agreement or any part of Company's rights hereunder to any person or entity and this Agreement shall inure to the benefit of Company's successors or assigns, however no such assignment shall relieve Company of its obligations hereunder unless such obligations are assumed by such assignee in writing. The services provided hereunder by



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ELECTRONIC ARTS --- ORIGIN

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Contractor are personal and unique in nature and Contractor may not transfer or assign any of Contractor's rights or obligations hereunder to any third party.

### 13. CREDIT

If Contractor complies with all terms and conditions specified herein, Company shall provide Contractor visual credit on the Program acknowledging Contractor's services in connection with the Program. All characteristics of such credit, including the size, style and placement thereof, shall be within the sole discretion of Company. Any casual or inadvertent failure to comply with the provisions of this credit provision shall not be deemed a breach of this Agreement.

### 14. SUSPENSION /TERMINATION

(A) If Contractor fails, refuses or neglects to perform any services hereunder or to comply with the representations, warranties and obligations hereunder (an event of "default"), Company may terminate this Agreement or suspend the term and the payment of the Fee specified hereunder for the duration of such failure, refusal or neglect by Contractor upon notice to Contractor. Company may exercise its right of termination during any period of suspension for default hereunder.

(B) If production of the Program is impaired by reason of epidemic, fire, Act of God, labor dispute, lockout, governmental order, court order or order of any other legally constituted authority, or public enemy, war, conditions of war (declared or undeclared), riot, civil commotion, terrorism, shortage of materials, labor or equipment or any other similar causes, event or happening beyond Company's control ("event of force majeure"), Company may terminate this Agreement or suspend the term and the payment of the Fee specified hereinabove for the duration of such event of force majeure. Company may exercise its right of termination during any period of suspension for an event of force majeure hereunder.

### 15. PAY OR PLAY

Company shall not be obligated to use Contractor's services or to make any use whatsoever of the Program but shall be deemed to have fully discharged its obligations to Contractor by payment of the Fee specified in the Agreement, subject to any right of Company to otherwise suspend or terminate this Agreement for Contractor's breach, default or pursuant to any provisions hereinabove.

### 16. MISCELLANEOUS PROVISIONS

(A) Neither the expiration of this Agreement nor any termination or suspension hereof shall affect Company's ownership of the rights granted hereunder, nor shall any such expiration or termination affect or terminate any representation, warranty or indemnification made by Contractor hereunder. (B) This Agreement shall be construed and enforced in accordance with the laws of the State of California applicable to agreements negotiated, executed and wholly performed therein. (C) Paragraph headings herein are used for convenience only and shall not be given any effect in construing the content of this Agreement. (D) All remedies accorded herein or otherwise available to either party shall be cumulative, and no one such remedy shall be exclusive to any other. (E) The provisions herein contained constitute the entire understanding between the parties hereto in respect to the subject matter. Any additions to or changes in this agreement must be set forth in writing attached hereto as a rider of supplement and will be effective only if executed by the parties.



Author: ccontes (EA/EASMO0EAL/ccontes) at EASM  
Date: 03/08/94 02:44 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
TO: pkrishna at origin  
TO: croberts at origin  
TO: afoshko at origin  
Subject: Donna Burkons Contract

----- Message Contents -----

1. Richard: attached is the contract for Donna. Please take a look. If it is OK, I can fax it to Donna (or you can do it out of your office). Notice I kept a right to hold her over on a week to week basis (if we should need her) at the \$1,500/week rate.
  2. Doug: Will you please initiate a payment request for Donna to be paid AUTOMATICALLY on every Friday unless Richard Johnson or I E-mail you or Tracy otherwise? Her contract total is \$16,000. She is to get paid for last week (through 3/4) at \$1,000. Thereafter (3/11 - 5/13) she should get \$1,500 a week.
  3. Tracy: Will you please send Donna \$2,500 per above run-down of payments AND mail it to her at  
6424 Peach Avenue  
Van Nuys, CA 94106.
- Thanks. Let me know (anyone) if there is something here that needs to be changed.

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AFTRA AGREEMENTS

WORKERS' COMPENSATION

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### AGREEMENT

**COMPANY:**

ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
Attn.: Legal Department  
Facsimile: 415-571-6375  
Company Representative:  
Chris Roberts, Executive Producer

**INTERACTIVE PROGRAM:**

"WING COMMANDER III "

**CONTRACTOR:**

Donna Burkons  
6424 Peach Avenue  
Van Nuys, CA 94106  
Tel. 818-785-8434  
Fax 818-785-9664

**SERVICES:**

Contractor shall provide production services to Company during the Term for pre-production, production and post-production of the Interactive Program. The services provided by Contractor hereunder shall be those customarily rendered by production managers within the entertainment industry including but not limited to negotiating and booking crews, stages, recording studios, overseeing schedules of videotaping, and arranging for prop rentals and set up as well as striking sets upon completion of production.

**TERM:**

Services Commence:  
Photography/Taping ("Shoot"):  
Post-Production:

February 28, 1994 - May 13, 1994  
February 28, 1994 (pre-production)  
April 13, 1994 - May 6, 1994  
May 9 - May 13, 1994

Company shall have the right to extend the Term of Contractor's services on a continuous, week-to-week basis at the rate specified hereinbelow on not less than three (3) days' notice prior to the end of the Term until delivery of the Interactive Program to Company.

**TOTAL FEE :**  
Payment Terms:

Sixteen Thousand Dollars (\$16,000.00)  
Weekly on Company's regular Friday pay day  
\$1,000/March 4, 1994  
\$1,500/week, payable on each subsequent Friday for 10 weeks  
commencing March 11, 1994 - May 13, 1994



**INDEPENDENT  
CONTRACTOR:**

The parties hereby acknowledge that Contractor is rendering services hereunder to Company as an independent contractor and that Contractor shall be responsible for the payment of all withholding, social security and any other taxes which may be due and payable to any governmental authority in connection with the rendition of Contractor's services hereunder.

**EXPENSES:**

Reimbursement of pre-approved expenses by Company on written substantiation by Contractor.

**SCREEN CREDIT:**

Company shall accord Contractor a screen credit as "Line Producer" or "Los Angeles Production Coordinator," as chosen by Contractor. Screen credit hereunder shall be in a size, style and type which is legible and not less than similar credit accorded other contractors providing services and materials on the Program, however, the characteristics of such credit shall be determined by Company.

**PRIOR AGREEMENT:**

Any agreement between Contractor and Company or any affiliate thereof with respect to Contractor's services for the Interactive Program are deemed superseded by this Agreement as of February 28, 1994, and Contractor acknowledges receipt in full of any sums due pursuant to any such prior agreements.

**EXHIBIT:**

The attached Exhibit A, "Standard Terms and Conditions" is hereby incorporated into the terms of this Agreement.

ACCEPTED AND AGREED as of this \_\_\_\_ day of August, 1993:

ELECTRONIC ARTS PRODUCTIONS INC.

BY: \_\_\_\_\_

CONTRACTOR  
\_\_\_\_\_



**STANDARD TERMS AND CONDITIONS  
"EXHIBIT A"**

This "Exhibit A" is attached and incorporated by reference into the Agreement dated as of February 28, 1994, between Donna Burkons ("Contractor") and ELECTRONIC ARTS PRODUCTIONS, INC. ("Company") in connection with the Program described therein.

**1. NATURE OF CONTRACTOR'S OBLIGATIONS**

Contractor shall consult with Company regarding the production of the Program and furnish standard and customary services of a Contractor of filmed or taped entertainment programming and in accordance with the highest standards of Contractors in the motion picture and video industry. Contractor's services shall be exclusive to Company during all periods of principal photography or videotaping hereunder; during all other times Contractor shall render services on a first-call basis, so that no other services performed by Contractor on his own behalf or on behalf of third parties shall interfere with the rendition of services hereunder.

Notwithstanding Company's consultation with Contractor concerning the script, budget, principal cast, writers, Contractor of photography or camera person, editor or any other personnel or matter in connection with the production of the Program, Company's authority shall be final in all business and creative matters, including but not limited to the final editing and configuration of the Program.

Contractor shall not incur any expense on behalf of Company without the express approval and consent of Company's Authorized Representative (as indicated on the first page of this Agreement), including but not limited to overages of any previously approved expense. Contractor shall immediately notify Company in writing prior to incurring any such additional expenses, detailing the amount of the expense and the reasons for the same. Such charges will thereafter be incurred only upon the written approval Company's Authorized Representative.

**2. DEFINITIONS**

The term "Interactive Media" means (i) any media on which products such as the Program may operate through which the user may interact with such product including but not limited to personal computers, game machines, arcade games, VCR-interactive machines and CD-interactive machines (including without limitation the 3DO Multiplayer machines) and similar microprocessor-based units, and (ii) any system under which software products such as the Program may be accessed for use from a location that is remote from the central processing unit on which the product is principally used, such as an on-line service; a remote delivery service over cable television lines, telephone lines, microwave signals, radio waves or satellite that allows pay-per-play or the equivalent; or any other delivery service or transmission method now known or hereinafter invented.

**3. REPRESENTATIONS AND WARRANTIES**

- (A) Contractor hereby represents and warrants that:
- (i) Contractor has the full right, power and authority to enter into the agreement and to perform and comply with each and every term, covenant and condition contained herein and any applicable laws and regulations of governmental authorities;

AFTRA AGREEMENTS

WRITING CONTRACT

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(ii) Contractor has not made any commitment which would interfere with Contractor's services hereunder;

(iii) Any literary or other materials supplied by Contractor hereunder shall be Contractor's original creation (except for material in the public domain), and any use thereof shall not violate the rights of any third party and shall be free and clear of any liens, encumbrances or obligations to any third party;

(iv) Contractor is providing services as an independent contractor and shall discharge all obligations imposed by law with respect to federal and state taxes, unemployment and disability insurance, social security, and all other contributions and payment required by any governmental authority in connection with the services and materials provided by Contractor hereunder;

(B) Company hereby represents and warrants that:

(i) Company has the full right, power and authority to enter into this agreement and to perform and comply with each and every term, covenant and condition contained herein;

(ii) Company shall discharge any and all obligations of an employer including but not limited to the withholding of all federal, state and local taxes in connection with the employment of third parties in connection with the Program, as applicable, including but not limited to production staff.

#### 4. INDEMNITIES

Contractor shall hold Company, its affiliated companies, successors, licensees and assigns, and the Contractors, officers, employees and agents of all the foregoing, harmless from all claims, liabilities, damages, costs and legal fees (including reasonable attorneys' fees) arising from any breach by Contractor of any warranty or agreement made by Contractor hereunder or from any third party's claim to any amount payable as a result thereof. Company will hold Contractor harmless from all claims, liabilities, damages, costs and legal fees (including reasonable attorneys' fees) arising from the use of any material supplied to Contractor by Company for inclusion in the Program or breach of the warranties made by Company hereunder. The party receiving notice of a claim, demand or action to which this paragraph applies shall promptly notify the other party thereof. If Company so elects, Company shall have the absolute right to control the litigation or resolution of any claim, demand or action to which this paragraph applies; however, if Contractor is required to indemnify Contractor hereunder, Contractor shall have the right to approve the settlement of any such claim, demand or action, such approval not to be unreasonably withheld.

#### 5. OWNERSHIP OF PROGRAM; COPYRIGHT

Company shall at all times own the results and proceeds of Contractor's service hereunder, and Contractor hereby irrevocably assigns to Company all right, title and interest throughout the universe in perpetuity in and to the results and proceeds of Contractor's services and any materials which may be furnished or created by Contractor in connection with this Agreement. The foregoing rights include, without limitation, all rights of every kind and character whatsoever (whether now known or hereafter recognized) for all known or hereafter existing uses, media and formats, including the right to copyright the Program in Company's name, the right to exploit the Program in Interactive Media and any and all other media and formats (whether now known or hereafter devised), and the right to produce and exploit derivative works based thereon in Interactive Media and any media or formats now known or hereafter devised.



It is understood that all motion pictures and video tapes and component elements thereof shall be Company's sole and absolute property. Notwithstanding the foregoing, Contractor is responsible and liable for any theft, loss, destruction of or injury to any negative or prints of such motion pictures or video tapes or any other material or out-takes of the Program which are under Contractor's control until Delivery to Company as provided hereinabove.

Contractor shall, at Company's request, execute, verify and deliver to Company any and all assignments, documents or other instruments which Company may require to evidence, establish, maintain, protect enforce or defend its rights hereunder and Contractor appoints Company its attorney-in-fact (which agency shall be deemed coupled with an interest) with full right and authority to act on behalf of Contractor to accomplish the same.

#### 6. PRODUCTION MATERIALS

Any items acquired by Contractor in connection with the Program shall be the sole property of Company. All right, title and interest in and to the motion pictures or videotapes, all negatives, prints, soundtracks and other component elements thereof, all materials exposed and/or processed in connection therewith, and all other materials relating thereto, whether furnished by Contractor or a third party, shall be and will remain vested in Company upon acquisition or upon completion of production and in any event prior to use thereof.

#### 7. NAME AND LIKENESS

Company shall have the right to use and display Contractor's name and likeness for commercial, advertising or publicity purposes of any and every nature perpetually in connection with the Program hereunder, but not as a direct endorsement of any commercial service or product (other than the Program and any derivative works thereof).

#### 8. PUBLICITY RESTRICTION; CONFIDENTIALITY

Contractor shall not circulate, publish or otherwise disseminate any news stories or articles, books or other publicity relating directly or indirectly to Contractor's employment, the subject matter of this Agreement, the Program or the services to be rendered by Contractor or others in connection with the Program unless the same are first approved by Company in writing. The issuance of publicity or information by Contractor which is primarily related to Contractor and is of an essentially biographical nature shall not be deemed a breach of this paragraph.

Contractor acknowledges and agrees that the Program, Contractor's services and the services of all persons in connection with the Program are confidential in nature and involve trade secrets or protected intellectual property, and, it is of the essence of this Agreement that all matters in connection with the Program shall not be disclosed to anyone other than the representatives of Company or authorized persons designated by Company in writing.

#### 9. INSURANCE

Company may secure life, health, accident, cast or other insurance covering Contractor and the services to be rendered by Contractor, at Company's expense. Such insurance shall be for Company's sole benefit and Company shall be the beneficiary thereof. Contractor shall assist in procuring such insurance, if requested by Company, by submitting to required examinations and by preparing ,



executing and delivering such applications and other documents as may reasonably be required. If Company is unable to obtain production or cast insurance covering Contractor at prevailing rates without exclusions, restrictions, conditions or exceptions of any kind, or if having obtained insurance Contractor fails to comply with the terms and conditions necessary for its maintenance, Company shall have the right to terminate this Agreement without any obligation to Contractor by giving Contractor written notice thereof.

#### 10. NOTICES

All notices, statements or other documents (collectively "notices") which either party shall be required or shall desire to give to the other hereunder shall be in writing and, if not personally delivered, shall be addressed or directed to the party intended to receive the same at the address specified hereinabove; provided that Company may deliver notice to Contractor orally and, if such oral notice concerns suspension or termination of this Agreement, it shall be confirmed in writing within a reasonable period of time. All such written notices shall be given in one of the following ways: (i) by personal delivery; or (ii) by United States mail, registered or certified, postage prepaid, air mail or express courier, or (iii) by delivery, toll prepaid to a telegraph or cable Company, or (iv) by transmittal by any electronic means whether now known or hereafter developed including but not limited to telex, telecopier or laser transmissions able to be received by the party intended to receive notice. If so delivered, mailed, telegraphed, cabled, or transmitted, each such notice shall, except as herein expressly provided, be conclusively deemed to have been given when personally delivered or on the date of delivery to the telegraph or cable Company or when electronically transmitted, or on the first business day following the date of mailing, as the case may be.

#### 11. PAYMENT OF FEE

In full consideration of Contractor's services in connection with the Program and the performance of all obligations, undertakings, representations and warranties hereunder, Company agrees to pay Contractor the Fee in the manner set forth hereinabove. Payment of the Fee shall be deemed complete payment for the rendition of Contractor's services and the acquisition of all rights whatsoever in perpetuity to the results and proceeds thereof and any materials furnished or created by Contractor in connection with the Program, and no other residuals, royalties or any other payments shall be due Contractor as a result of the exploitation of the Program by Company.

#### 12. ASSIGNMENT

Company may transfer or assign this Agreement or any part of Company's rights hereunder to any person or entity and this Agreement shall inure to the benefit of Company's successors or assigns, however no such assignment shall relieve Company of its obligations hereunder unless such obligations are assumed by such assignee in writing. The services provided hereunder by Contractor are personal and unique in nature and Contractor may not transfer or assign any of Contractor's rights or obligations hereunder to any third party.

#### 13. CREDIT

If Contractor complies with all terms and conditions specified herein, Company shall provide Contractor visual credit on the Program acknowledging Contractor's services in connection with the Program. All characteristics of such credit, including the size, style and placement thereof, shall be within the sole discretion of Company. Any casual or inadvertent failure to comply with the provisions of this credit provision shall not be deemed a breach of this Agreement.

#### 14. SUSPENSION /TERMINATION



(A) If Contractor fails, refuses or neglects to perform any services hereunder or to comply with the representations, warranties and obligations hereunder (an event of "default"), Company may terminate this Agreement or suspend the term and the payment of the Fee specified hereunder for the duration of such failure, refusal or neglect by Contractor upon notice to Contractor. Company may exercise its right of termination during any period of suspension for default hereunder.

(B) If production of the Program is impaired by reason of epidemic, fire, Act of God, labor dispute, lockout, governmental order, court order or order of any other legally constituted authority, or public enemy, war, conditions of war (declared or undeclared), riot, civil commotion, terrorism, shortage of materials, labor or equipment or any other similar causes, event or happening beyond Company's control ("event of force majeure"), Company may terminate this Agreement or suspend the term and the payment of the Fee specified hereinabove for the duration of such event of force majeure. Company may exercise its right of termination during any period of suspension for an event of force majeure hereunder.

#### 15. PAY OR PLAY

Company shall not be obligated to use Contractor's services or to make any use whatsoever of the Program but shall be deemed to have fully discharged its obligations to Contractor by payment of the Fee specified in the Agreement, subject to any right of Company to otherwise suspend or terminate this Agreement for Contractor's breach, default or pursuant to any provisions hereinabove.

#### 16. MISCELLANEOUS PROVISIONS

(A) Neither the expiration of this Agreement nor any termination or suspension hereof shall affect Company's ownership of the rights granted hereunder, nor shall any such expiration or termination affect or terminate any representation, warranty or indemnification made by Contractor hereunder.

(B) This Agreement shall be construed and enforced in accordance with the laws of the State of California applicable to agreements negotiated, executed and wholly performed therein. (C) Paragraph headings herein are used for convenience only and shall not be given any effect in construing the content of this Agreement. (D) All remedies accorded herein or otherwise available to either party shall be cumulative, and no one such remedy shall be exclusive to any other. (E) The provisions herein contained constitute the entire understanding between the parties hereto in respect to the subject matter. Any additions to or changes in this agreement must be set forth in writing attached hereto as a rider of supplement and will be effective only if executed by the parties.



ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL 415-571-7171  
FAX 415-571-6375

VIA FEDERAL EXPRESS

March 2, 1994

Donna Burkons  
6424 Peach Avenue  
Van Nuys, CA 94106

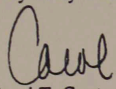
Re: "WING COMMANDER III"

Dear Donna:

Enclosed please find a cheque in the amount of \$274.34, dated March 2, 1994, made payable to yourself, as reimbursement for expenses incurred in connection with the above-referenced production.

Thank you.

Very Truly Yours,

  
Carol T. Contes  
Senior Counsel

CTC:dd  
encl.

cc: Richard Johnson & Prem Krishnan @ Origin  
EAP Inc./Group

AFTRA AGREEMENTS

WRITER'S CONTRACT





ELECTRONIC ARTS PRODUCTIONS, INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94064

FIRST INTERSTATE BANK OF CALIFORNIA NO. 884  
177 PINE STREET  
SAN JOSE, CA 95106-1790

1083  
16-21/1220

PAY TO THE ORDER OF

Donna Buckens  
Two hundred twenty four and

3/2 10 94  
34/100

\$274.34

DOLLARS

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00

*K. Kuylen*

FOR Expense Carbons and - DC III

#000001083# : 1220002181684, 205327# 11



03/04/94 14:21 415 571 6375

ELECTRONIC ARTS →→→ ORIGIN

003

ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL: 415-571-7171  
FAX: 415-571-6375

**VIA FEDERAL EXPRESS**

March 2, 1994

Donna Burkons  
6424 Peach Avenue  
Van Nuys, CA 94106

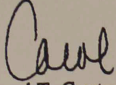
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Very Truly Yours,

  
Carol T. Contes  
Senior Counsel

CTC:dd  
encl.

cc: Richard Johnson & Prem Krishnan @ Origin  
EAP Inc./Group

AFTRA AGREEMENTS

WRITER'S CONTRACT





03/04/94 14:21

415 571 6375

ELECTRONIC ARTS →→→ ORIGIN

004

AFTRA AGREEMENTS

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ELECTRONIC ARTS PRODUCTIONS, INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

FIRST INTERSTATE BANK OF CALIFORNIA NO. 004

SAN JOSE, CA 95128

10/21/220

1083

PAY TO THE ORDER OF Donna Portens

Two hundred seventy four and

34/100

DOLLARS

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00

K. King

FOR Eyeglass, Eyeglasses - 12C III  
#000001083# 11200021AR:EB84205327# 11



Author: ccontes (EA/EASM00EA1/ccontes) at EASM  
Date: 03/01/94 02:04 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
TO: pkrishna at origin  
TO: croberts at origin  
Subject: Expenses

----- Message Contents -----  
Please initiate reimbursement to Donna Burkons for expenses on Wing  
Commander, as follows:

1. Rental of video recorder	\$	192.50
2. Xerox	\$	54.56
3. Video tapes	\$	27.28
Total	\$	274.34

Doug, please initiate payment request from EAPinc. Check should be mailed  
directly to Donna Burkons, 6424 Peach Avenue, Van Nuys, CA 94106.

Thanks.

AFTRD AGAEMENTS

AFTRD AGAEMENTS

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Author: Richard Johnson at Origin  
Date: 03/03/94 01:34 PM  
Priority: Normal  
TO: ccontes (EA/EASM00EAL/ccontes) at EASM  
TO: Prem Krishnan  
Chris Roberts  
Richard Johnson  
Subject: Re: Donna Burkons

----- Message Contents -----  
Here are the details of our agreement:

Overall Development: \$7000 (Includes the amount owed of \$2000 as final payment for previous deal memo). Responsibilities include casting scheduling, bidding, booking and negotiating for crew, stages, recording studio, overseeing and determining appropriate props, etc., through March 28.

Production Services: \$9000. Responsibilities include two weeks pre-production (March 28-April 11), Setup and 18 days of shooting (April 11-May 6) and one week wrap (May 6-13).

Above responsibilities include other "normal" duties as assigned by production.

Donna would like to be paid on a weekly basis as follows:

March 4th,	\$1,000
March 11th - May 13th	\$1,500 per week. (10 weeks)

Credit for Donna Burkons, her choice of:

"Los Angeles Production Coordinator" or "Line Producer"

Thanks Carol,  
Richard Johnson

----- Reply Separator -----

Subject: Donna Burkons  
Author: ccontes (EA/EASM00EAL/ccontes) at EASM  
Date: 03/03/94 10:57 AM

I am embarrassed to say that I misplaced my file for Donna. I need to do a contract. Can you confirm, that she will work from 2/11 - May 11. The 11th in on a Friday. Confirm for me if I am right in my calculations:

We owe her another \$3,000 which will be wrapped into the new deal.

She works until 3/11 at above fee, so we should pay her this week \$1,500 and next week \$1,500. Thereafter, we will pay her every Friday the amount of \$1,000 (total of 8 payments) for \$8,000. I know you said \$7,000, but according to my calculations, it's 8 weeks.

Thanks Richard. As soon as this is together, I'll do a quick contract and get her paid.

AFTRA AGREEMENTS

WRITING CONTRACT

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415-571-6375

Production services: \$9,000 (includes two weeks pre-production March 28-April 11, 18 days of shooting April 11-May 4 and one week wrap May 5-12)

Overall development: \$7,000 Includes casting scheduling, bidding, booking and negotiating for crew, stages, recording studio, overseeing and determining appropriate props, etc. through March 28. Includes owed amount of \$2,000 as final payment for previous deal memo.

## LINE PRODUCER

### RECORD SESSION

OVERALL DEVELOPMENT		1600	34
	MAR 11 - 2000	3000	3418
		3000	401
PRODUCTION SERVICES	MARCH 28TH - APRIL 11TH	PREPRO	3000 4-15
	APRIL 11 - MAY 4TH	PRODUCTION	3000 4-29
	MAY 5-12	WRAP	3000 4-25
			5-13

DONNA ASKED TO BE PAID WEEKLY IF THAT'S OK W/ YOU.

- FIRST PAYMENT 3-4 OF \$1000.00
- EACH WEEK STARTING 3-11 OF 1500.00  
ENDING 5-13-94

AFTRA AGREEMENTS

WRITER'S CONTRACT

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Author: ccontes (EA/EASM00EA1/ccontes) at EASM  
Date: 02/18/94 02:39 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
Subject: Donna Burkons

----- Message Contents -----  
I have expenses from Donna in the amount of 274.34. Receipts are for rental  
of video camera, xeroxing, etc.

How do you want to proceed with verification of these expenses? Thanks!

I am happy to help in any way I can to get  
the situation resolved as quickly as possible. I am  
happy to provide any information I can to help  
you with your investigation.

1. Research the company's financial records, which I will  
provide to you as soon as I have them.
2. Review the company's records to see if they  
show any unusual activity.
3. Talk to the company's employees to see if they  
know anything about the situation.

Thank you for your help.

Respectfully,  
Richard Johnson  
I am happy to help in any way I can to get  
the situation resolved as quickly as possible. I am  
happy to provide any information I can to help  
you with your investigation.

Richard Johnson

AFTRA AGREEMENTS

WRITER/CELEBRITY

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Author: Richard Johnson at Origin  
Date: 02/15/94 04:43 PM  
Priority: Normal  
TO: Carol Contes at EASM  
TO: Richard Johnson  
Subject: Donna Burkons

----- Message Contents -----  
We are interested in expanding Donna's contract to include more responsibilities. I don't know if we have a contract with her beyond a Deal Memo dated January 13th.

I am faxing a copy of her deal memo to you.

In addition to her current assignments we are asking her to:

1. Research Turn-Key Production Facilities, Solicit Bids
2. Locate Props and Furniture as Required
3. Other Responsibilities to be determined

Title: To be determined

Compensation: Monthly amount (to be determined) to be paid on the 11th of the month, through May 11, 1994. We offered \$2800 per month, but that is too low. We will confirm when the negotiation is complete.

Regards,  
Richard Johnson

The fax also carries the two preliminary contracts we received from Donna Burkons. She found this to be interesting because of the first version of the fax mentioned pages and the better version of the second version. Frank, Chris, and I have all had a look at them and they are completely with the exception of the first one which we have changed and kept with them.

The second fax carries a copy of the first fax, the second fax, and the third fax. They all have the same information, but I am not sure if this is the case. The first fax was sent to the project on the 11th of the month, but I am not sure if this is the case. The second fax was sent to the project on the 11th of the month, but I am not sure if this is the case. The third fax was sent to the project on the 11th of the month, but I am not sure if this is the case.

With a copy of the first fax, the second fax, and the third fax, I am not sure if this is the case. The first fax was sent to the project on the 11th of the month, but I am not sure if this is the case. The second fax was sent to the project on the 11th of the month, but I am not sure if this is the case. The third fax was sent to the project on the 11th of the month, but I am not sure if this is the case.

Best regards,

AFTKA AGREEMENTS

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1/5/19  
SCRIBED COPY

TO CHRIS ROBERTS  
P: (303) 925-5000 x4045  
F: (303) 925-6891

FROM PREM KRISHNAN at Origin Systems  
P: (512) 335-5200  
F: (512) 331-0063

RE: Latest Script Info

Chris -

The first four pages are the preliminary response we received from Donna Burkons. She faxed this to me today based on the first revision of the first milestone packet and the initial version of the second milestone packet. Frank, Chris, and I have all read it and we agree completely with her comments. I think she's exactly what we need to get our script into shape.

The second two pages Gilbert sent to Richard today. We talked to Finance, and Ron Kerwin said they didn't get copies of the invoices, but if we get them to him early this week, we can still get them into the payroll run for this Friday. I looked through Jean-Marc's files, but I couldn't find the invoices, so I left a message with Gilbert's wife to the effect that if he can get me copies of the invoices, I can submit them to Finance in time to get him paid, and I'll leave a message for Jean-Marc letting him know that we've already submitted them. I'll check with Kathy Dorsett to make sure we don't double invoice too.

Gilbert sent in a third revision of the first milestone packet and the initial version of the third milestone packet. I'll fax these to you first thing in the morning if you want, but they're each around thirty pages so I'm holding off for now. Let me know if you want them.

Enjoy your holiday...

*PREM*

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AND  
440



**DONNA BURKONS**

6425 Peach Avenue  
Van Nuys, CA 91406  
(818) 785-8434  
(818) 785-9664 - FAX

December 30, 1993

Prem Krishnan  
Origin Systems  
12940 Research Blvd.  
Austin, Texas 78750

Dear Prem,

Enclosed you will find some very general notes on the current script you sent. My objective is to give you an idea of what we intend to address in the next rewrite and to check if we are all in synch on the basic points regarding character and dialogue. Please feel free to debate or clarify anything you disagree with or that I may not have recognized as integral to the game.

Having worked in script development for several major studios, I am acutely aware that dialogue is rewritten and polished up to the very last moment of production and sometimes just before shooting. In other words, don't take these notes as too harsh or insurmountable.

As discussed previously, you will be sending another draft of the script sometime after January 7, 1994, and I will give in return, a one page synopsis and page-by-page notes on specific dialogue as it relates to the enclosed notes.

It's a pleasure working with Origin Systems, and I look forward to collaborating with you on the next draft.

The happiest of New Year wishes,

Donna Burkons

AFTRA AGREEMENTS

WRITER'S CONTRACT

arco  
AND  
1440



## WING COMMANDER III: The Heart of the Tiger

Notes on preliminary dialogue, Dec. 30, 1994

WING COMMANDER III is a fascinating look into a world of fighter pilots set in the future. There are, however, some points that should be addressed in the next draft in order to create life-like characters and entertaining, credible dialogue.

Any approach to the dialogue for part three of the WING COMMANDER series should seek to be as fast-paced as the game, and needs to be more natural sounding and conversational to better meet the requirements of live action characters.

To that end, and to enhance the entire game-playing experience, we feel that the dialogue can be improved on three primary fronts. Our efforts should seek to bring the kind of rapid-fire rhythm to the characters' speech and interactions that the game-playing aspect of the series has already achieved, and give the characters a dimension and depth commensurate with the quality of the action sequences.

Our first area of improvement regards the sheer length of the speeches. The second is to make the dialogue more conversational and the third is to be as character-specific as possible. Secondly, a fine tooth comb would seek to make sure that all technical dialogue is lucid and accessible, and that all descriptives have the maximum impact on character and story.

### A) SPEECH LENGTH

The quality of this dialogue could be greatly improved with the judicious use of an editor's red pen. In this futuristic universe, which moves at the speed of light, ideas and information must be conveyed swiftly and crisply.

Our ideal dialogue will use the least amount of words to express the most information and emotion. While it can be a high art, there are certain basics that can be used to make any dialogue more evocative and exciting.

For example, when PC reads the riot act to FLASH after the loss of Kayleigh II, his speech might be more effective if it were reduced to its base elements, i.e.... "We lost Kayleigh. you could have made a difference, now it's on your conscience." This doesn't affect the showdown that comes right after it, but does allow time for emotions to resonate within the scene, and throughout all subsequent scenes between these two characters. An actor will react with facial expressions and emotion that convey more than words could ever say.



## B) CONVERSATION

There is an envelope of dialogue that can be pushed, where new clichés can be invented, new metaphors employed, and earth-bound contemporary references are used mainly to refer to a simpler time and place, as we refer to past periods of Earth's history as "golden ages". Our challenge is to help the player stay in the world we've created for him, using will-tuned jargon that makes him relate to the character, while still moving the storyline along. Whenever possible, we need to avoid dated clichés that don't "sell the future," while keeping all metaphors on the cutting edge, rather than basing them on earth-bound, contemporary phrasing.

For example, instead of "locate and eliminate," which harkens back to W.W.II, the more contemporary phrase "search and destroy" could be given a futuristic spin that might evoke the capabilities of space fighters by calling it a "seek and smash" or something along that line.

This draft contains an excess of back-and-forth between the characters that often expresses too little information. This, combined with the excessive length of many of the speeches, is what drags down the pace and risks the derision of our audience members.

Of lesser importance, but certainly something to keep in mind, is the tech-speak dialogue, which should always be as lucid as possible, so that whatever is being talked about is understood and helps clarify what's about to happen. Although veteran players will be familiar with the details of our world, things need to be simple enough to allow the first-time player total immersion into our world from the very first time he enters it.

## C) CHARACTER SPECIFICITY

Making the dialogue character specific is a bit trickier, but has the most potential for making stars out of our characters, as well as making them an integral part of why the audience loves this particular game.

Each character needs to use certain phrases, clichés, greetings, patters of speech and other idiosyncrasies in their dialogue to not only separate them from the other characters, but also to build a set of characters that the audience understands, and either roots for or against. When this is done to perfection, one can read an uncredited line of dialogue and know instantly that it is coming from ANGEL, RENEGADE, or MANIAC.

While character back-stories explain what a given character is, dialogue allows us to learn, over the course of the story, who they are, giving them dimension and relativity. We



should get a sense of a character's attitude, and even their mood, which will make them more human, while adding another layer to the player's involvement in the game.

Another goal of character-specific dialogue is to deliver some comedy, poignancy and even a bit of human understanding, all of which would help make the WING COMMANDER experience the most addicting one in the library. Dialogue can also bring some real dramatic tension to the storyline by heightening the rivalries, jealousies and other human emotions that occur between people.

With the addition of live action sequences, this next generation of the WING COMMANDER series will find a much wider and sophisticated audience who will expect more than just a video game. By making our characters more human, with speech patterns that sound natural and conversational, we make our audience feel like a part of the team, and not just an outside entity. By conveying mood, attitude, and personality with well-chosen dialogue, we enhance the playability of the game instead of slowing the pace of it. When the dialogue fully evokes our characters and their situations, the player easily suspends their disbelief and becomes completely lost in the game that is always the highest goal in entertainment.

AFTER AGREEMENTS

WRITER'S CONTRACT

arco  
AND  
440



February 11, 1994

Richard Johnson  
Origin Systems, Inc.  
12940 Research Blvd.  
Austin, Texas 78750

Donna Burkons  
6425 Peach Ave.  
Van Nuys, CA 91406

Donna,

Enclosed please find :

1) Chair designs.

2) *HEAD SHOTS*

Michael Hood at Precision Effects recommended three places for chair sources:

- 1) Hand Prop Room
- 2) Independant Studio Services
- 3) Universal Studios Property Dept.

He also recommended that we might want to mock up our own so we do not look like Battlestar Galactica (or whatever). And of course he would say that. Precision Effects number is 818-504-2617.

If you have any questions, please contact me.  
Richard Dean Johnson

AFTRA AGREEMENTS  
ASSOCIATION 1-443

WORKERS' COMPENSATION

arco  
AND  
4440

2-15-94 @ 445pm

**DONNA BURKONS**

6425 Peach Avenue  
Van Nuys, CA 91406  
(818) 785-8434  
(818) 785-9664 - FAX

January 13, 1994

Mr. Chris Roberts  
Origin Systems  
12940 Research Blvd.  
Austin, TX 78750

Dear Chris,

As discussed, here is a copy of my deal memo. If all seems agreeable to you, please send a letter of acceptance. If you have any questions, please call.

I spoke with Richard and Adam yesterday. They are getting me the information I need (i.e., schedule, budget, character renderings, etc.). I know there are many variables regarding budget and schedule, but I need something to work from.

Speak with you again soon.

Sincerely,

Donna Burkons

Via fax

AETRA AGREEMENTS

APPENDIX 1 PAGE

WORKS CONTRACT

marco  
AND  
4440



Wing Commander III

GIVEN TO  
MARK CHANDLER  
13 JAN 94

SCOPE OF WORK:

FIND A CASTING DIRECTOR

- Locate, screen and interview potential casting directors, collect bids and credits.
- Determine that credits, availability and ability to perform job are adequate for WCIII.
- Collaborate with Origin Systems in decision making process to determine the best candidate.
- Define financial and deal terms.

FIND A STORY BOARD ARTIST

- Locate, screen and interview potential story board artists, collect bids and credits.
- Decide that credits, talent and availability are appropriate for WCIII.
- Collaborate with Origin Systems in decision making process to determine the best candidate.
- Define financial and deal terms.

FIND A WRITER TO REWRITE AND POLISH DIALOGUE AND SUPERVISE SUCH REWRITES.

- Locate, screen and interview potential writers, collect bids and credits. Contact writers directly or through their agents, attorneys or managers.
- Read one or more writing samples from each writer or writing team to identify writing talent regarding project needs. Weed out the inappropriate candidates.
- Collaborate with Origin Systems in decision making process to determine the best candidate.
- Define financial and deal terms.
- Work with Origin Systems to develop concise direction of writer's work that will include travel with writer to Austin for educational update of game and intense work sessions regarding story, character and dialogue development.
- Supervise writer through first draft and revision in Los Angeles.

All the above work will include educating each candidate on the details involved in the project and to be available for any consultation in related areas such as general references for any additional services required.

This work is considered non-exclusive, although no other outside work shall take precedence over WCIII.

COMPENSATION:

\$6,000 for all the above for a period commencing January 11, 1994 and ending March 11, 1994. Payment will be \$2,000 payable upon receipt of this deal memo, \$2000 payable on February 11 and the final \$2000 payable on March 11. Each additional day shall be paid at a rate of \$225 per day unless pre-negotiated on a weekly basis.

TRAVEL:

Travel shall be determined by Origin Systems' existing travel policy for consultants, with a per diem of \$50.00 per day.

AFTRA AGREEMENTS  
ADRIOT 1 EAS

WRITING CONTRACT

parco  
AND  
4440



AFTRA AGREEMENTS

1 PAGE

WRITER'S CONTRACT

arco  
AND  
1440



Author: ccontes (EA/EASMO0EAl/ccontes) at EASM  
Date: 03/09/94 09:24 AM  
Priority: Normal  
TO: Richard Johnson at Origin  
Subject: Re: Writers

----- Message Contents -----  
The lawyer will not even return a phone call. Our leverage obviously  
is the last payment (as much as I hate for it to come to that). If you  
could talk to the writers, it would be great.

From: RJohnson @ Origin (Richard Johnson)  
To: ccontes  
Subject: Re: Writers  
Date: Wednesday, March 09, 1994 8:20AM

What is the follow up with the lawyers about, I was unclear on that. Do we  
no

have a signed contract with Frank and Terry yet?  
Thanks,  
RJ

\_\_\_\_\_  
Reply Separator

Subject: Writers  
Author: ccontes (EA/EASMO0EAl/ccontes) at EASM  
Date: 03/07/94 01:37 PM

I will OK paying the writers, Terry Borst and Frank De Palma, 3 days at \$50  
each for a per diem as requested by Donna, but I would like some kind of  
confirmation from you that this is OK. I want all of our per diems to be  
substantiated in some kind of writing for accounting purposes just so we do  
things right.  
Thanks. FYI, I called the lawyer today to follow up for signed contracts.

Tracy: Please cut a check for \$150 each to the above.  
Doug: Please follow up with the proper paperwork (file in on my desk).

AFTRA AGREEMENTS  
APRIL 1994

Sparco  
BRAND  
64440



ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL: 415-571-7171  
FAX: 415-571-0375

VIA FEDERAL EXPRESS

March 8, 1994

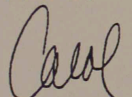
Frank De Palma  
914 N. Kings Road, #6  
West Hollywood, CA 90069

Re: WING COMMANDER III

Dear Frank:

Enclosed please find a cheque in the amount of \$150, dated March 7, 1994, payable to yourself, representing payment of three (3) days' per diem expenses.

Yours Very Truly,



Carol T. Contes  
Senior Counsel


CTC:dd  
encl.

cc: Stephen F. Breimer, Esq. (w/encl.)  
Richard Johnson & Prem Krishnan @ Origin (w/encl.)  
EAP Inc./Group (w/encl.)

AFTRA AGREEMENTS APRICOT LEASE

**Sparco**  
BRAND  
64440





**ELECTRONIC ARTS PRODUCTIONS, INC.**  
 1450 FASHION ISLAND BOULEVARD  
 SAN MATEO, CA 94404

**1093**  
 10-2117220

FIRST INTERSTATE BANK OF CALIFORNIA NO. 644  
 177 PARK CENTER PLAZA  
 SAN JOSE, CA 95106-1266

PAY TO THE ORDER OF Frank De Palma  
One hundred fifty and

377 1094  
\$ 150.00 DOLLARS

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00  
Byron Nit

FOR 3 Days Pac Diam  
 #000001093# #122000218#E81205327# 11

AFTRA AGREEMENTS APRICOT LEASE

Sparco  
 BRAND  
 64440



ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL 415-571-7171  
FAX 415-571-6375

VIA FEDERAL EXPRESS

March 8, 1994

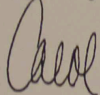
Terry Borst  
23515 Lyons Avenue, #280  
Santa Clarita, CA 91355

Re: WING COMMANDER III

Dear Terry:

Enclosed please find a cheque in the amount of \$150, dated March 7, 1994, payable to yourself, representing payment of three (3) days' per diem expenses.

Yours Very Truly,



Carol T. Contes  
Senior Counsel

CTC:dd  
encl.

cc: Stephen F. Breimer, Esq. (w/encl.)  
Richard Johnson & Prem Krishnan @ Origin (w/encl.)  
EAP Inc./Group (w/encl.)

AFTRA AGREEMENTS / APRICOT LEASE



Sparco  
BRAND  
64440



North Montgomery Highway Library

Sparco  
64440



ELECTRONIC ARTS INCORPORATED, INC.  
1000 FARMERS BLVD  
SAN JOSE, CA 95128

FORM ELECTRONIC ARTS INCORPORATED, INC.  
DATE 03/08/94

1092

Pay Mr. & Mrs. David  
and

3/7/94

\$150.00

DOLLARS

*David*

from 3 Days Per Day

#000001077# 51220002105644205327# 11


ELECTRONIC ARTS \*\*\* ORIGIN

007

03/08/94 10:14 412 071 0275

AFTRA AGREEMENTS APRICOT LEAF

Sparco  
BRAND  
64440

 ELECTRONIC ARTS PRODUCTIONS, INC. 1450 FASHION ISLAND BOULEVARD SAN MARINO, CA 91404	FIRST INTERSTATE BANK OF CALIFORNIA NO. 844 177 PINE COTTAGE AVENUE SAN JOSE, CA 95128-1288	1092
		10/21/20
PAY TO THE ORDER OF <u>Terry Best</u>		37
<u>one hundred fifty and</u>		1094
		\$150.00
		1094
		DOLLARS
TWO SIGNATURES REQUIRED FOR CHECKS OVER \$100.00		
<u>Bryan NLC</u>		
FOR 3 Days Per Day		
#000001092# 1122002181584, 205322# 11		

ELECTRONIC ARTS \*\*\* ORIGIN

1007

03/08/94 10:14 415 571 6375



Author: ccontes (EA/EASMO0EAL/ccontes) at EASM  
Date: 03/07/94 01:37 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
cc: pkrishna at origin  
croberts at origin  
afoshko at origin  
Subject: Writers

----- Message Contents -----

I will OK paying the writers, Terry Borst and Frank De Palma, 3 days at \$50 each for a per diem as requested by Donna, but I would like some kind of confirmation from you that this is OK. I want all of our per diems to be substantiated in some kind of writing for accounting purposes just so we do things right.

Thanks. FYI, I called the lawyer today to follow up for signed contracts.

Tracy: Please cut a check for \$150 each to the above.

Doug: Please follow up with the proper paperwork (file in on my desk).

AFTER AGREEMENTS APRICOT LEASE

Sparco  
BRAND  
64440

Author: ccontes (EA/EASM00EA1/ccontes) at EASM  
Date: 03/07/94 02:22 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
TO: pkrishna at origin  
TO: croberts at origin  
TO: afoshko at origin  
Subject: R. Johnson

----- Message Contents -----  
has approved the per diem payments to the writers, Borst and De Palma.  
Please cut checks and return to Doug Doyle. Thanks.

Mr. Richard Johnson  
Writers Guild of America, West, Inc.  
5701 Sunset Boulevard  
Los Angeles, CA 90028-9000  
Tel: (310) 441-1111  
Fax: (310) 441-1111  
E-Mail: FRANK@PALM  
TERRY@DOYLE

Enclosed is an International Writers Convention along with the corresponding payments  
and acknowledgments to the Writers and Media Funds on behalf of the two above-referenced  
writers who have performed services for the National Aeronautics and Space Administration.

Thank you,  
Very truly yours,

*Walt*  
Carol T. Conroy  
Susan Conroy

CC: Mr. Johnson at Origin  
and  
Mr. Johnson at Origin  
cc: Mr. Johnson at Origin  
cc: Mr. Johnson at Origin

Sparco  
BRAND  
64440



ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL. 415-571-7171  
FAX. 415-571-6375

VIA FEDERAL EXPRESS

February 28, 1994

Ms. Cecelia Ceccone  
WRITERS GUILD OF AMERICA, WEST, INC.  
8955 Beverly Boulevard  
West Hollywood, CA 90048-2456

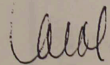
Re: FRANK DE PALMA  
TERRY BORST

Dear Cecelia:

Enclosed is an Informational Program Contract along with the accompanying paperwork and contributions to the Pension and Health Funds on behalf of the two above-referenced writers who have performed services for Electronic Arts Productions Inc.

Thank you.

Very Truly Yours,



Carol T. Contes  
Senior Counsel

CTC:dd  
encl.

cc: Richard Johnson & Prem Krishnan @ Origin  
EAP Inc./Group



Sparco  
BRAND  
64440

ATRA AGREEMENTS APRICOT LEASE



**ELECTRONIC ARTS PRODUCTIONS, INC.**  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

**FIRST INTERSTATE BANK OF CALIFORNIA NO. 884**  
177 PARK CENTER PLAZA  
SAN JOSE, CA 95128-1288

1080  
16-21/1220

PAY TO THE ORDER OF Writers Guild Industry Health Fund 2/23 1994  
Three hundred twenty five and \$ 325.00  
no/100 DOLLARS

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00  
K. Ruyter

FOR Terry Borst  
⑈000001080⑈ ⑆122000218⑆684205327⑈ ⑆⑆

**ELECTRONIC ARTS PRODUCTIONS, INC.**  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

**FIRST INTERSTATE BANK OF CALIFORNIA NO. 884**  
177 PARK CENTER PLAZA  
SAN JOSE, CA 95128-1288

1081  
16-21/1220

PAY TO THE ORDER OF Wells Fargo Bank Trustee 2/23 1994  
Three hundred and \$ 300.00  
no/100 DOLLARS

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00  
K. Ruyter

FOR Terry Borst  
⑈000001081⑈ ⑆122000218⑆684205327⑈ ⑆⑆

**ELECTRONIC ARTS PRODUCTIONS, INC.**  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

**FIRST INTERSTATE BANK OF CALIFORNIA NO. 884**  
177 PARK CENTER PLAZA  
SAN JOSE, CA 95128-1288

1076  
16-21/1220

PAY TO THE ORDER OF Writers Guild Industry Health Fund 2/23 1994  
Three hundred twenty five and \$ 325.00  
no/100 DOLLARS

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00  
K. Ruyter

FOR Frank De Palma  
⑈000001076⑈ ⑆122000218⑆684205327⑈ ⑆⑆

**ELECTRONIC ARTS PRODUCTIONS, INC.**  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

**FIRST INTERSTATE BANK OF CALIFORNIA NO. 884**  
177 PARK CENTER PLAZA  
SAN JOSE, CA 95128-1288

1077  
16-21/1220

PAY TO THE ORDER OF Wells Fargo Bank Trustee 2/23 1994  
Three hundred and \$ 300.00  
no/100 DOLLARS

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00  
K. Ruyter

FOR Frank De Palma  
⑈000001077⑈ ⑆122000218⑆684205327⑈ ⑆⑆

AFTRA AGREEMENTS APRICOT LEASE

**Sparco**  
BRAND  
64440



# INFORMATIONAL PROGRAM CONTRACT

Letter of Adherence ■ Single Production Only

Company: ELECTRONIC ARTS PRODUCTIONS INC. Phone: ( 415 ) 513-7017

Street Address: 1450 FASHION ISLAND BLVD.

City: SAN MATEO State: CA ZIP Code: 94404

## Financial Structure:

Corporation: ☒ Partnership: ☐  
Joint Venture: ☐ Sole Owner: ☐ DBA ☐

If Corporation, State in which Corporation is registered:

DELAWARE

If Corporation, names of officers and principal owners:

STEWART J. BONN

E. STANTON MCKEE JR.

RUTH A. KENNEDY

DAVID L. CARBONE

If a Partnership or Joint Venture,  
list names of Partners or Joint Venturers:

If a Limited Partnership,  
list names of General Partners and Limited Partners:

Title of Production: "WING COMMANDER III"

Compensation (Writing Services): \$ 20,000 Length of Program: (Minutes) \_\_\_\_\_

On behalf of the writer(s) employed on the above named Informational Program, the undersigned Informational Program Producer hereby agrees to make contributions to the Producer-Writers Guild of America Pension Plan (Plan) and the Writers Guild-Industry Health Fund (Fund) as set forth in Article 17 of the WGA 1988 Theatrical and Television Basic Agreement and the 1992 Extension Agreement, by reference incorporated herein and available on request\*. Producer agrees to be bound by the terms and conditions of the Plan agreement and the Fund's Trust Agreement. No other terms of the WGA 1988 Theatrical and Television Basic Agreement and the 1992 Extension Agreement shall apply to the employment of such writer(s).

\*As of September 1, 1989, the contribution rates set forth in Article 17 are six percent (6%) of gross compensation for writing services to the Plan and six and one half percent (6.5%) of gross compensation for writing services to the Fund.

## Accepted and Agreed:

ELECTRONIC ARTS PRODUCTIONS INC. RUTH A. KENNEDY, SECRETARY  
(Company) (Print Name and Title)

2-22-94  
(Date)

Ruth A. Kennedy  
(Signature)

Writers Guild of America, west, Inc.  
on behalf of itself and its affiliate  
Writers Guild of America, East, Inc.

By: \_\_\_\_\_ Writer(s) Employed Under This Contract

Name: FRANK DE PALMA

SS# 545-11-7819

Name: TERRY HORST

SS# 557-02-3260

## FOR OFFICE USE ONLY

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
Producer-Writers Guild of America Pension Plan and  
Writers Guild-Industry Health Fund

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

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

AFTRA AGREEMENTS APRIL 1993 LEASE

**Sparco**  
BRAND  
64440



REPORT OF CONTRIBUTIONS TO THE

WRITERS' GUILD-INDUSTRY  
HEALTH FUND

Plan and Fund Use Only

If YOU are the BORROWER, name of the Loanout Company:

If YOU are the LOANOUT COMPANY, name of the BORROWER: \_\_\_\_\_

3. This Report covers compensation earned during the period:  
from 1-1-94 to 3-31-94

MONTH	DAY	YEAR	MONTH	DAY	YEAR
1	1	94	3	31	94

4. Page Number: 1 of 1

**IMPORTANT: IF COMPENSATION WAS EARNED DURING MORE THAN ONE CALENDAR QUARTER  
REPORT THE AMOUNT EARNED DURING EACH QUARTER.**

[illegible]

**CONTRIBUTIONS**  
**SUBMIT SEPARATE CHECKS**

14. (a) Pension Plan Contributions:  
6% of ITEM 13: \$ 300.00  
Interest at 1% per month \_\_\_\_\_

(b) Check Payable To:  
Wells Fargo Bank, Trustee  
Producer-WGA Pension Plan \_\_\_\_\_

15. (a) Health Fund Contributions:  
6½% of ITEM 13: \$ 325.00  
Interest at 1% per month \_\_\_\_\_

(b) Check Payable To:  
Writers' Guild-Industry Health Fund

MAIL CHECKS AND REPORTS TO: PRODUCER-WGA PENSION PLAN  
1015 North Hollywood Way, Burbank, California 91505

MAIL CHECKS AND REPORTS TO BE FORWARDED TO:  
1015 North Hollywood Way, Burbank, California 91506

PAYMENTS ARE DUE WITHIN TEN DAYS AFTER THE CLOSE OF THE PAYROLL WEEK DURING WHICH THE WRITER IS PAID.  
This report includes all compensation subject to contributions earned by Writers during the period shown above.

Secretary

PAYMENTS ARE DUE WITHIN TEN DAYS AFTER THE CLOSE OF THE YEAR.

The undersigned hereby certifies that this report includes all compensation subject to contributions earned by himself or herself during the year 1994.

Date 2-21-94 Signed By Paul A. Kennedy Title Secretary

FORM 1 REV. 10-1-89

**Sparco**  
B R A N D  
64440



# INSTRUCTIONS ON REVERSE SIDE

## REPORT OF CONTRIBUTIONS TO THE

PRODUCER-WRITERS GUILD OF AMERICA  
PENSION PLAN  
Telephone: (818) 846-1015  
FAX: (818) 566-8445

WRITERS' GUILD-INDUSTRY  
HEALTH FUND

Plan and Fund Use Only

1. EMPLOYER Name: ELECTRONIC ARTS PRODUCTIONS INC 2. Employer Federal I.D. No. 94 3183721  
Address: 1450 Fashion Island Blvd.  
City: San Mateo, CA Zip: 94404 Telephone No.: (415) 513-7017  
Project Title: "WING COMMANDER III"

If YOU are the BORROWER, name of the Loanout Company: \_\_\_\_\_  
If YOU are the LOANOUT COMPANY, name of the BORROWER: \_\_\_\_\_

3. This Report covers compensation earned during the period: 4. Page Number: \_\_\_\_\_  
from 1-1-94 to 3-31-94 1 of 1  
MONTH DAY YEAR MONTH DAY YEAR

IMPORTANT: IF COMPENSATION WAS EARNED DURING MORE THAN ONE CALENDAR QUARTER  
REPORT THE AMOUNT EARNED DURING EACH QUARTER.

5. NAME OF WRITER			6. WRITER SOCIAL SECURITY NUMBER	7. TOTAL COMPENSATION FOR WRITING SERVICES CONTRACT AMOUNT	8. COMPENSATION SUBJECT TO CONTRIBUTIONS	9. SUB REVERSE SIDE		
Last	First	Initial				10. BUDGET	11. TYPE OF CONTRACT	
BORST	TERRY		557-02-3260	\$5,000	\$5,000	L	IP	

12. Total COMPENSATION SUBJECT TO CONTRIBUTIONS (Item 8) from this Page only: \$5,000  
13. Grand Total of COMPENSATION SUBJECT TO CONTRIBUTIONS (Item 12) from all Pages: \$5,000

### CONTRIBUTIONS SUBMIT SEPARATE CHECKS

14. (a) Pension Plan Contributions:  
6% of ITEM 13: \$ 300.00  
Interest at 1% per month  
(b) Check Payable To:  
Wells Fargo Bank, Trustee  
Producer-WGA Pension Plan

15. (a) Health Fund Contributions:  
6 1/4% of ITEM 13: \$ 325.00  
Interest at 1% per month  
(b) Check Payable To:  
Writers' Guild-Industry Health Fund.

RECEIPT REQUESTED: Yes ☒  
MAIL CHECKS AND REPORTS TO: PRODUCER-WGA PENSION PLAN  
1015 North Hollywood Way, Burbank, California 91505

PAYMENTS ARE DUE WITHIN TEN DAYS AFTER THE CLOSE OF THE PAYROLL WEEK DURING WHICH THE WRITER IS PAID.  
The undersigned hereby certifies that this report includes all compensation subject to contributions earned by Writers during the period shown above.  
Date 2-21-94 Signed By Frank C. Kennedy Title Secretary  
FORM 1 REV. 10-1-89

Sparco  
BRAND  
64440



Author: Richard Johnson at Origin  
Date: 02/16/94 12:35 PM  
Priority: Normal  
TO: Carol Contes at EASM  
TO: Chris Roberts  
TO: Prem Krishnan  
TO: Adam Foshko  
TO: Richard Johnson

Subject: Addresses for Terry Borst and Frank DePalma

----- Message Contents -----  
Please mail the \$5000 checks to the respective addresses below:

Terry Borst  
23515 Lyons Ave #280  
Santa Clarita, Ca 91355

Frank DePalma  
914 N. Kings Rd. #6  
West Hollywood, CA 90069

Thanks,  
Richard Johnson



ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL. 415-571-7171  
FAX. 415-571-6375

VIA FEDERAL EXPRESS

February 16, 1994

Frank De Palma  
914 N. Kings Road, #6  
West Hollywood, CA 90069

Re: WING COMMANDER III

Dear Frank:

Enclosed please find a cheque in the amount of \$5,000, dated February 14, 1994, payable to yourself, for writing services in connection with "Wing Commander III".

Yours Very Truly,



Carol T. Contes  
Senior Counsel

CTC:dd  
encl.

cc: Stephen F. Breimer, Esq. (w/encl.)  
Richard Johnson & Chris Roberts @ Origin (w/encl.)  
EAP Inc./Group (w/encl.)

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	ELECTRONIC ARTS PRODUCTIONS, INC. 680 PASADENA BLVD SAN MARINO, CA 91104	FIRST INTERSTATE BANK OF CALIFORNIA NO. 684 177 FARM CENTER PLAZA SAN JOSE, CA 95128-1284	1069
PAY TO THE ORDER OF <u>Frank De Palma</u>		FEB 14 19 94	\$15,000.00
Five thousand and 00/100		1069 DOLLARS	
Wing Commander III		TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00	
FOR Execution of Agreement		<u>Wing Commander III</u>	
#000001069# @120002181:684,20532 P# 11			



ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL. 415-571-7171  
FAX. 415-571-6375

VIA FEDERAL EXPRESS

February 16, 1994

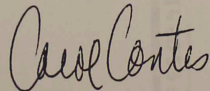
Terry Borst  
23515 Lyons Avenue, #280  
Santa Clarita, CA 91355

Re: WING COMMANDER III

Dear Terry:

Enclosed please find a cheque in the amount of \$5,000, dated February 14, 1994, payable to yourself, for writing services in connection with "Wing Commander III".

Yours Very Truly,



Carol T. Contes  
Senior Counsel

CTC:dd  
encl.

cc: Stephen F. Breimer, Esq. (w/encl.)  
Richard Johnson & Chris Roberts @ Origin (w/encl.)  
EAP Inc./Group (w/encl.)




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	ELECTRONIC ARTS PRODUCTIONS, INC.		FIRST INTERSTATE BANK OF CALIFORNIA, NO. 884 177 PARK CENTER PLAZA SAN JOSE, CA 95128-1288 162111220	1070
	SAN MATEO, CA 94401			
PAY TO THE ORDER OF <u>Terry Brust</u>		2-14		19 94
Five thousand + 00/100		\$15,000.00		
DOLLARS				
FOR <u>Wing Oshropen III</u>				
Execution of Agreement		<u>K. H. H. H.</u>		
⑈000001070⑈		⑈12000218⑈584205327⑈11		

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00



Author: Richard Johnson  
Date: 02/16/94 12:49 PM  
Priority: Normal  
TO: Chris Roberts  
TO: Prem Krishnan  
Adam Foshko  
Richard Johnson  
Subject: Call to Frank DePalma

----- Message Contents -----  
I just spoke to Frank DePalma in order to get addresses for sending checks.  
Checks should be on their way today.

Frank wanted formal input on the sides that were sent to us for casting purposes. Of course, the sides are longer than they will appear in the script, but they wanted to give us enough reading material for our prospective cast to work with. Any input from us at this point should be helpful for the future script.

Frank suggested that they could send us portions of the script at a time, instead of waiting for the entire script, as he prefers to do it. I told him that we were expecting regular updates. He was unaware of that. He said it shouldn't be a problem, though, as long as we didn't inundate them with rewrite requests until the entire script is delivered.

Here's a little known fact: Terry Borst is really Fred Schmidt's twin brother. I tried to get Terry to admit that he was, in fact, really Fred Schmidt still trying to get work from us, but he denied it, naturally.

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Author: Richard Johnson at Origin  
Date: 02/13/94 03:38 PM  
Priority: Normal  
TO: Mail List - #Wing Commander 3  
Subject: Writer's Block

----- Message Contents -----  
I talked with Terry Borst today (Sunday). He still hasn't been paid, but Carol Contes assured me that if the contracts are signed, they should get a check no later than Tuesday.

Frank De Palma's phone number is 213-650-1146. If I gave his number to you before, well, it was wrong.

Frank and Terry are estimating 200 pages of script. Terry told me that they are writing in a modified screenplay format, and a page a minute should roughly hold. We have 2 constraints now, an 18 day shooting schedule (which hasn't been approved by finance yet) and two CD's (which also hasn't been approved). At 7 pages per day we can only shoot about 120 pages in 18 days. Frank and Terry should be informed on Monday if they should target fewer screen pages.

As a rough schedule, they have sides written for casting today, they should have an outline prepared by Saturday, February 19th. They estimate delivery of a complete first draft on March 11th, and a completed script by March 18th.

Our tentative shooting start date is now April 18th, because TV shows have a break in shooting, so our chances of getting recognizable, working actors are much better. We are going to schedule post production to begin when shooting begins, so our game ship date will not be in jeopardy on our live-action production side.

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Author: ccontes (EA/EASM000EAL/ccontes) at EASM  
Date: 02/09/94 09:10 AM  
Priority: Normal  
TO: Richard Johnson at Origin  
CC: croberts at origin  
Subject: A few things....

----- Message Contents -----

1. I know the final polish o the script must be delivered by the 18th of March, but had you set a date for delivery of the first set of revisions?
2. I sent out the rent check to Apricot. Casting directors will also be paid on schedule and we have signed fax copies of their contract.

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1 FEB PHONE CALL x644

(1)

PAYMENT CHECK - GOT IT  
TAPE RECORDING - MAKE IT UP  
VHS FORMAT - 90/WK IS COOL  
CD-ROM

HOTEL

RENTAL CAR

DIRECTIONS.

---

TERRY & FRANK

22 JAN

WHAT'S MOST CURRENT?

SAMOI LESS RECENT THAN BIRFEI

CONVOYS CONTROL MISSION PATH - NO, MISSIONS DO.

CONVOYS CONTROL MORALE, WHICH AFFECTS MISSIONS.

IS CODE WRITTEN? - NO - DATA CAN BE CHANGED.

~50% OF MAIN GAME IS DONE, VERY LITTLE DATA DONE

POSSIBILITY OF MOVING ANGEL'S DEATH FOR DRAMA  
EXCELLENT POINT

TECH ISSUE - CAN WE CHANGE THE SCENE?

-YES. IT WORKS BETTER TO BRING IN  
THE PLAYER.

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②  
CAN BLAIR GET DRUNK AND THEN WE SCREW UP  
HIS CONTROLS WHEN HE FLIES? — YES, JUST  
GIVE HIM (PLAYER) A WAY OUT SO IT'S NOT  
ALWAYS TOUGH.

HOW MUCH MOTION?

CHARACTERS CAN MOVE, BUT THE CAMERA IS  
FIXED. — SLIGHTLY MORE FREEDOM IN MIDGAMES.

CAN ONE CHAR. KNOCK DOWN ANOTHER? — YES.  
AS LONG AS THE Δ IS SMALL ↔ FRAMES.

⇒ VISUAL CUE — FULL SCREEN IS INTERACTIVE,  
LETTERBOX IS CINEMATIC.

2 PAGE TREATMENT —

CHARACTERS MISSING? — WE AXED THEM

RACHEL CORIOLIS — VERY COOL. WE LOVE HER PICTURE.

CAN WE USE HER MORE? — YES.

GIVE HER A NON-PILOT POV.

TRAITOR — CHRIS EXPLAINS HOBBS.

MAYBE LEAD TO OTHER CHARACTERS.

BACK TO RACHEL — AS A TECH, CAN WE IMPLICATE HE  
SURE — SYNOPSIS IS BRIEF OVERVIEW.

DON'T GO OVERBOARD.

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③

WING 2 - HOBBS ACCUSED OF BEING A TRAITOR.  
TURNS OUT ITS JAZZ.

LOTS OF TRAITOR STUFF OK IN W3, JUST DON'T  
MAKE IT TOO CLOSE TO W2.

ADM. TOLWYN - WING 2

CHRIS GIVES BRIEF SYNOPSIS OF W3 1,2

END OF W2 - "GRUDGING RESPECT"

TOLWYN GOOD GUY? - YES. CHARLTON HESTONISH,  
BY THE BOOK. "A BIG CHUNK OF GRANITE."

PLAYER - "ONE OF THE BIGGEST TIGHTASSES WE'VE  
EVER MET." - HM. CHRIS - PLAYER NEUTRAL  
UNTIL PLAYER MAKES CHOICES.

MAKE HIM LIKEABLE - NEUTRAL UNTIL PLAYER  
DECIDES.

MILITARY LANGUAGE. -

LESS STILTED DIALOG - VERY EASY.

FUTURE != AUTOMATONS.

CONVERSATIONAL LANGUAGE IS GOOD, JUST DON'T  
VIOLATE MILITARY CONDUCT

'TUDE IS GOOD, BUT NO COURT MARTIALS.

MAKE PLAYER A BIT MORE LIKEABLE - TOM CRUISE  
IN "TOP GUN"

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MOVIE RATING SYSTEM RESTRAINTS - PG?  
HISTORICALLY - PG-13

MORE ADULT THAN SEGA, BUT STILL NO FUCKS.

KILRATHI ISSUES

NOT MUCH DEALINGS? - (PROSTH. ISSUES)

SHOW KILR. PLOTTING - WORKED WELL IN W2.

SPENDING \$ ON PROSTHETICS

TOO LITTLE IS A WASTE OF \$

TOO MUCH IS ALSO TOO EXPENSIVE.

NO ART BECAUSE IT'S TOO TIME INTENSIVE.

NEED KILR DIALOG BEFORE SHOOT - YES, SO  
ANIMATRONICS CAN BE PROGRAMMED.

COMPUTERS - WHAT FORMAT

WORD FOR DOS

WE CAN GET SETUPS HERE, SO NO NEED FOR THEM  
TO BRING ~~THEY~~ THEIRS. THEY'LL BRING LAPTOPS.

CHRIS TO LA 22ND - 1300 ARRIVAL?

22ND TO 25TH  
CASTING CALLS

FLY INTO BURBANK

UNIVERSAL CITY HILTON - GOOD PLACE TO STAY.

DON'T STAY IN HOLLYWOOD.

COME IN EARLY TUESDAY, LATE MONDAY.

MAYBE ADAM/RICH.

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5

POST IN AUSTIN?

VIDEO - EA MEDIA LAB

FILM - MOTION PIXEL

MUSIC -

EDITING + MUSIC IN AUSTIN.

PROBABLY HOLIDAY INN - CHECK w/ MINDY

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**AGREEMENT**  
(Script Revisions)

This Agreement ("Agreement") is made as of January 31, 1994 ("Effective Date") by and between *ELECTRONIC ARTS PRODUCTIONS INC.*, a Delaware corporation with offices at 1450 Fashion Island Boulevard, San Mateo, California 94404 ("Producer") and *FRANK DE PALMA and TERRY BORST*, herein collectively referred to as ("Writer") with respect to the Interactive Program presently entitled, "Wing Commander III (the "Interactive Program").

1. *Literary Material*. Writer hereby agrees to write, compose, develop and deliver revisions (the "Literary Material") to an existing script owned by Producer, which Literary Materials are more fully described on Exhibit A. Writer agrees that Writer will be available to consult with Producer at such times during reasonable business hours as Producer shall require from commencement of services hereunder through the delivery of final all Literary Materials. Writer shall comply with all instructions of Producer in all matters with respect to the Literary Materials, including but not limited to those of artistic taste and judgment. Timely delivery of the Literary Materials is of the essence of this Agreement.

2. *Definitions.*

2.01 "Interactive" describes the attribute of digitized electronic products which enables the viewer to manipulate, affect or alter the presentation of the creative content of such product simultaneous with its use by the viewer.

2.02 "Program" refers to the final version of a fully-edited product for presentation to the viewer or user. "Program" does not refer to the computer software code utilized in the digitization process, any type of electronic technology, patents, trademarks or any of the intellectual property rights of Producer.

2.03 An "Interactive Program" is the final version of a fully-edited product presented on Interactive Media, notwithstanding any variations which may occur between Platforms.

2.04 "Platform(s)" refer to microprocessor-based hardware including but not limited to SEGA, Nintendo and 3DO machines that utilize the appropriate compatible formats such as cartridges and discs, or other formats hereinafter invented which memorialize Interactive Programs for viewer use.

2.05 "Interactive Media" means any media on which products such as the Program may operate through which the user may interact with such product including but not limited to personal computers, game machines, arcade games and CD-interactive machines or any microprocessor-based units, and any system under which software products such as the Program may be accessed for use from a location that is remote from

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the central processing unit on which the product is principally used, such as an on-line service; a remote delivery service over cable television lines, telephone lines, microwave signals, radio waves or satellite that allows pay-per-play or the equivalent; or any other delivery service or transmission method now known or hereinafter invented.

2. Fees. In consideration of the writing, composition, development and delivery of the Literary Material and of the assignment of all rights therein as set forth below in Section 3, Producer agrees to pay to Writer the sums set forth on Exhibit B at the times set forth on such Exhibit B.

3. Assignment of Rights: Ownership.

3.01 General. Writer hereby irrevocably assign to Company all right, title and interest throughout the universe in perpetuity in the Literary Material. The foregoing rights include, without limitation, all rights of every kind and character whatsoever (whether now known or hereafter recognized) for all known or hereafter existing uses, media and formats, including the right to copyright Literary Material and the Interactive Program in Company's name, the right to exploit the Literary Material and Program in Interactive Media and any and all other media and formats (whether now known or hereafter devised), and the right to produce and exploit derivative works based thereon in Interactive Media and any media or formats now known or hereafter devised. Writer shall, at Company's request, execute, verify and deliver to Company any and all assignments, documents or other instruments which Company may require to evidence, establish, maintain, protect enforce or defend its rights hereunder and Writer appoints Company its attorney-in-fact (which agency shall be deemed coupled with an interest) with full right and authority to act on behalf of Writer to accomplish the same.

3.02 Moral Rights. For purposes of this subsection, "Moral Rights" means any rights of paternity or integrity, any right to claim authorship of the Literary Material, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, any Literary Material, whether or not such would be prejudicial to Writer's honor or reputation, and any similar rights existing under judicial or statutory law of any country in the world, or under any treaty, regardless whether or not such right is denominated or generally referred to as a "moral" right. Writer hereby irrevocably transfers and assigns to the Producer any and all Moral Rights that Writer may have in each Literary Material. Writer also hereby forever waives and agrees never to assert any and all Moral Rights it may have in each Literary Material, even after termination of Writer's work on behalf of the Producer or this Agreement.

3.03 Execution of Documents. Writer will cooperate with Producer, at Producer's expense, in obtaining patent, copyright, trademark or other statutory protections for each Literary Material in each country in which one or more is sold, distributed or licensed and Writer hereby grants Producer the exclusive right, and appoints Producer as attorney-in-fact, to execute and prosecute in Writer's name as author or inventor or in Producer's name as assignee an application for patent or copyright registration for each Literary Material, and Writer will execute such other documents of registration and recordation as may be necessary to perfect in Producer, or protect, the rights assigned to Producer hereunder in each country in which Producer reasonably determines to be prudent.



3.04 *Survival*. The assignment set forth in this Section 3 will survive any expiration or termination of this Agreement.

4. *Equipment, Software and Assistance Provided by Producer*. To assist Writer in the development of any Literary Material, Producer may from time to time provide Writer with certain equipment, software and assistance as described in Exhibit C. At any time upon demand of Producer, Writer shall return to Producer all equipment and software provided to Writer hereunder. Writer shall obtain no rights to any equipment or software provided by Producer except for the limited right to use the same in the development of Literary Material.

5. *Confidentiality*.

5.01 "Confidential Information" means Confidential Information of Writer and Confidential Information of Producer, except to the extent any of the following may be included therein: (i) information that becomes known to the general public without breach of the nondisclosure obligations of this Agreement; (ii) information that is obtained from a third party or independently developed without breach of a nondisclosure obligation and without restriction on disclosure; and (iii) information that is required to be disclosed in connection with any suit, action or other dispute related to this Agreement.

5.02 "Confidential Information of Writer" means: any information designated in writing as "confidential" by Writer.

5.03 "Confidential Information of Producer" means: (i) the concepts embodied in the source code developed or supplied by Producer hereunder; (ii) any concepts or source code included in Producer's development aids; (iii) any information concerning the existing or future products of hardware manufacturers; (iv) any methods used by Producer or its affiliates to prevent unauthorized duplication of software programs; (v) the terms of this Agreement and any Exhibit, Addenda or other attachment hereto; (vi) any information contained on the reports provided to Writer hereunder; and (vii) any additional information designated in writing as "confidential" by Producer or its Affiliates.

5.04 *Protection of Confidential Information*. Each party agrees to hold in confidence, and not to use except as expressly authorized in this Agreement, all Confidential Information of the other party and to use at least the same degree of care that it uses to protect its own Confidential Information of like importance, but in no event less than reasonable care, to prevent the unauthorized disclosure or use of the other party's Confidential Information, both during and after the term of this Agreement.

5.05 *Survival*. After termination of this Agreement, the provisions of this Section 5 will continue in effect except that nothing in this Agreement will impair the right of either party to use, develop or market ideas or programs similar to those in the Literary Material so long as such use, development or marketing does not infringe on the copyright, trademark, patent, license or other rights of the other party.

6. *Writer's Representations*. Writer represents and warrants to Producer that:

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CTC:Wing III  
2/13/94

6.01 Each of the Literary Material is the original work of Writer and will not infringe upon any patent, copyright, trade secret or other proprietary rights of others;

6.02 Writer is the sole and exclusive owner of all rights in each of the Literary Material subject only to the rights herein assigned to Producer;

6.03 Writer has not previously granted and will not attempt to grant any rights in the Literary Material to any third party;

6.04 Writer will not disclose to any third parties any Confidential Information of Producer.

6.05 Writer has full power to enter into this Agreement, to carry out its obligations hereunder and to grant the rights herein granted to Producer.

7. Term and Termination. The term of this Agreement will commence on the Effective Date and will continue until acceptance of all Literary Material and payment for the same by Producer, or until terminated by mutual consent of the parties, or until terminated in accordance with the following:

7.01 Termination for Producer's Convenience. If Producer determines at any time and in its sole discretion that, due to progress of the development, market conditions or for any other reason, Producer desires to terminate this Agreement, Producer may do so by giving written notice to Writer, without further liability of any kind to Writer.

7.02 Termination for Breach. In the event of a material breach by either party of a material provision hereof, which breach is not cured within thirty (30) days after written notice thereof by the other party, then the non-breaching party may, effective thirty (30) days after written notice of failure to cure to the breaching party, terminate this Agreement. EXCEPT AS PROVIDED IN SECTION 6, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE LOSS OF ANTICIPATED PROFITS ARISING FROM ANY BREACH OF THIS AGREEMENT BY SUCH PARTY, EVEN IF SUCH PARTY IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

10. Screen Credit.

In the event that Writer are not in default hereunder, Producer shall accord to Writer screen credit on the Interactive Program and the accompanying documentation therefor, in a form substantially, "Screenplay by Frank De Palma and Terry Borst." All characteristic of such credit shall be determined by Producer in its sole discretion, however, Producer shall accord Writer credit comparable to other persons rendering services in connection with the Interactive Program. No casual or inadvertent failure of Producer to comply with this credit provisions shall be deemed a material breach of this agreement. In the event of a breach of this credit provisions, Writer remedies, if any, shall be limited to the right to recover damages in an action at law, and in no event shall Writer

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be entitled to terminate or rescind this Agreement or revoke any of the rights herein granted or enjoin or restrain the distribution or exploitation of the Interactive Program.

9. General Terms.

9.01 *Amendment.* No amendment or modification of this Agreement will be made except by an instrument in writing signed by both parties.

9.02 *Independent Contractors.* Writer is an independent contractor, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint venturers.

9.03 *Equitable Relief.* Writer acknowledges that the performance of Writer's obligations hereunder and the rights and licenses assigned to Producer hereunder are of a unique, unusual, extraordinary and intellectual character which gives them a special value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, that a material breach by Writer of this Agreement will cause Producer great and irreparable injury and damage and, therefore, that Producer will be entitled to injunctive relief to prevent such injury or damage.

9.04 *Force Majeure.* Neither party will be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of material or supplies or any other cause reasonably beyond the control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and, in any event, within fifteen (15) days of discovery thereof, and uses its diligent, good faith efforts to cure the breach. In the event of such a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure but not in excess of six (6) months.

9.05 *Assignment.* This Agreement may not be assigned in whole or in part by Writer without the prior written consent of Producer, which consent will not be unreasonably withheld, except that Writer may assign (subject to any rights of Producer) Writer's interest in all or part of the payments due Writer hereunder upon notice in writing to Producer.

9.06 *Governing Law; Forum.* This Agreement will be deemed entered into in San Mateo County, California and will be governed by and interpreted in accordance with the substantive laws of the State of California. The parties agree that any dispute arising under this Agreement will be resolved in the state or federal courts within the Northern District of California and Writer expressly consents to jurisdiction therein.

9.07 *Severability.* Should any provision of this Agreement be held to be void, invalid or inoperative, such provision will be enforced to the extent permissible and the remaining provisions of this Agreement will not be affected.

9.08 *Notices.* Any notice required or permitted to be sent hereunder will be given by hand delivery, by registered, express or certified mail, return receipt requested, postage



Writers  
CTC:Wing III  
2/13/94

prepaid, or by nationally-recognized private express courier or by facsimile to either party at the address listed above, or to such other addresses of which either party may so notify the other. Notices will be deemed given when hand delivered if by hand delivery, or when sent if by any other authorized method.

**9.09 Writing Team.** If "Writer" consists of more than one individual, this Agreement and the term "Writer" shall be deemed to refer to such writers jointly and/or severally, at Producer's discretion. If one such writer is unable or unwilling to perform his/her obligations hereunder, Producer may exercise its rights against the non-performing writer(s) or against all writers hereunder, as Producer may elect. If Producer elects to terminate this Agreement with respect to only the non-performing writer(s), Producers rights with respect to the other writer(s) shall continue. All writers constituting Writer acknowledge that they are a writing team and that their work hereunder constitutes a joint work within the meaning of the United States Copyright Act. All sums payable to Writer hereunder shall be paid to an divided as specified in Exhibit A.

**9.10 Entire Agreement.** This Agreement includes the Exhibit A ("Literary Material, Delivery Dates and Acceptance Procedure") and Exhibit B ("Payment Schedule"), Exhibit C ("Equipment, Software and Assistance Provided by Producer"), and Exhibit D ("Certificate of Authorship and Short Form Assignment of Rights") listed below which are hereby incorporated into this Agreement by this reference, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, correspondence and agreements with respect to the same subject matter between the parties.

ACCEPTED AND AGREED:

ELECTRONIC ARTS PRODUCTIONS INC.

BY: \_\_\_\_\_

WRITERS

BY: \_\_\_\_\_  
FRANK DE PALMA

BY: \_\_\_\_\_  
TERRY BORST



Writers  
CTC:Wing III  
2/13/94

*EXHIBIT A*  
*Literary Material, Delivery Dates & Acceptance Procedure*

*1. Literary Material*

The Literary Material prepared by Writers and delivered to Producer which consists of Two (2) sets of revisions to the existing script owned by Producer. "Revisions" include all story lines, dialogue, sketches, plots, synopses, routines, narrations or any other kind of literary or other artistic material composed and delivered by Writers with respect contained therein. All such revisions shall be suitable for the use as the basis of live action video-taping or photography of the scenes, themes, and characters portrayed in such revised script and shall reflect the suggestions and comments of Producer.

*2. Delivery Dates*

First set of revisions:	March 1, 1994
Final set of revisions:	March 18, 1994

All Literary Material shall be delivered to Chris Roberts, Executive Producer, c/o Origin Systems, Inc., 12940 Research Blvd., Austin, TX 78750.

*3. Acceptance Procedure*

After delivery of any Literary Material, Producer will have ten (10) business days to examine and test the delivered item to determine whether it conforms to its specifications and whether it is, in Producer's sole judgment, appropriately marketable. Producer will notify Writer of Producer's acceptance or rejection of the Literary Material and, in the case of any rejection, will provide Writer with a reasonably detailed list of deficiencies in the Literary Material. If Producer fails to notify Writer of Producer's acceptance or rejection within such period, Writer may request a written acceptance or rejection. If Producer does not provide such a written acceptance or rejection by no later than five (5) business days after Writer's request, then the Literary Material will be deemed accepted. In the case of a rejection, Writer will use diligent efforts to correct the deficiencies and will resubmit the Literary Material, as corrected, within three (3) business days of Producer's rejection. This procedure will iterate until Producer either accepts the Literary Material or elects to complete or have completed the Literary Material.

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2/13/94

*Exhibit B*  
*Payment Schedule*

1. On Execution of Agreement by Writer	\$10,000.00
2. On Acceptance of All Literary Material	\$10,000.00
TOTAL	\$ 20,000.00

Each payment specified above, shall be made one-half (1/2) to each member of the Writer at the addresses specified in the Agreement to which this Exhibit is attached.

Producer agrees that it make contributions of 12.5% of the above stated Fees [Two Thousand Five Hundred Dollars (\$2,500.00)] to the Writers Guild of America ("WGA") Pension and Health Funds pursuant to a WGA Informational Program Contract for single production only, and shall furnish Writer with the appropriate substantiating documentation therefor. No terms or conditions of the WGA Minimum Basic Agreement or any other guild agreement, except for Producer's agreement to make the appropriate contributions to the WGA Pension and Health Funds, shall be applicable hereunder.

Travel Expenses:

If Writer is required to travel outside of the greater Los Angeles area to render services in connection with this Agreement by Producer, Producer shall either provide or reimburse Writer (upon substantiation therefor) round trip air transportation, appropriate lodging in accordance with standards accorded other production personnel (including actors), and a per diem meal allowance of Fifty Dollars (\$50.00) per day, during any such period of travel hereunder.



Writers  
CTC:Wing III  
2/13/94

*EXHIBIT C*  
EQUIPMENT, SOFTWARE AND ASSISTANCE PROVIDED BY PUBLISHER

Equipment and Software:

Description

[None]

Assistance:

[None]

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Writers  
CTC:Wing III  
2/13/94

Exhibit D

*Certificate of Authorship and Short Form Assignment*

We, the undersigned, Frank DePalma and Terry Borst ("Writers") hereby certify that all Literary Material which serves as the basis of the script of the interactive program, "Wing Commander III," as specified in that certain Agreement dated as of January 31, 1994 between Writers and Electronic Arts Productions, Inc. ("Producer") is a joint work, as said term is defined by the U.S. Copyright laws, is wholly original with Writers and that Writers are the sole author thereof and owner of all rights of every kind or nature whether now known or hereafter devised therein (including, but not limited to all copyright and all extensions and renewals thereof).

In consideration of monetary payment specified in the Agreement to which this Exhibit D is attached, and other good and valuable consideration receipt of which is hereby acknowledged, Writers hereby assign to Producer in perpetuity, exclusive rights of every kind and nature in the Literary Material including but not limited to audiovisual, interactive, motion picture, television and all allied, ancillary and incidental rights thereto, throughout the universe for any and all media now known or hereafter devised.

Writers agree to execute any documents and do any other acts as may be required by Producer to its assignees or licensees to further evidence or effectuate Producer's right as set forth herein or the Agreement to which this Exhibit is attached. Upon failure to do so, Writers hereby appoint Producer as attorney-in-fact

I have caused this document to be executed on this \_\_\_\_ day of February, 1994:

Frank De Palma

\_\_\_\_\_

Terry Borst

\_\_\_\_\_

AFTRA AGREEMENTS  
APRICOT LEASE

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BRAND  
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AFTRA AGREEMENTS  
ADRIOT LEAS

Sparco  
BRAND  
64440



Author: ccontes (EA/EASM00EAL/ccontes) at EASM  
Date: 03/03/94 11:33 AM  
Priority: Normal  
TO: Richard Johnson at Origin  
cc: pkrishna at origin  
croberts at origin  
Subject: Casting/AFTRA

----- Message Contents -----

"On or about" dates are used when producers aren't absolutely sure of a start date. It gives the producer to give a date with a 1 day grace period in either direction and is really used only for term players. Aftra will not give us "on or about" latitude for Freelance Players. And, it really doesn't make any difference since we probably wouldn't get the agents to agree to this anyway. Here's the situation:

Let's say we tell Chris Plummer we want him on approximately 4/11. It prevents him from taking another job. If he gets a call for the 11th (the call comes on March 5) and he knows that we might need him on the 11th, he can't take the job. So he may not work for us, and he loses the other job. This is complicated by the fact that this is a very busy time in television because of "pilot season." It's the time in particular when large and small players can either get high priced one-shot on pilots, or the hope of being a series regular.

This is what I suggest. We can't absolutely give firm offers until we have firm start dates. Hopefully, can we accomplish having firm start dates by the end of this week for the voice overs and next week for the on camera biggies? That should keep us on schedule. I will tell the agents that there is a possibility of change and would hope that they would work with us on the promise that I will keep them absolutely informed of any changes so that their clients can accept another job if things change. What we run into is having a "pay or play" commitment (all actors are hired this way), and then having to pay for the day(s) we don't use them and then again for the day(s) we do. That's the downside. I'll keep the juggling act going with the agents so we can delay the set of firm start dates (during negotiations) not lose the talent. I'll let you know if anyone seems likely to drop

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VIDEO PARTICIPANT RELEASE

Thank you for agreeing to participate in the filming of a video tape by ELECTRONIC ARTS INC. ("EA"). EA may use that video tape in connection with its products and for its promotional purposes. Therefore, EA would appreciate if you would read the Release below and, if you agree to its terms, please sign on the appropriate line.

I, the undersigned participant, hereby grant to Electronic Arts Inc. ("EA"), its agents, successors, licensees, and assigns, the exclusive, perpetual right, with the right to grant others, but not the obligation to use and reuse my likeness, video and photo image, voice and other characterizations of me as they each appear in the video tape made of me at \_\_\_\_\_ on \_\_\_\_\_ ("Materials").

At its option, EA may use the Materials, as well as my name, in connection with any and all products developed by or for EA, advertising, promotion, news and entertainment releases, and any other method of publicity regarding EA or any and all of its products or product lines, alone and/or coupled with other materials. The Materials may be exhibited, reproduced, and otherwise exploited by EA by any and all methods, whether now known or hereafter devised, in any and all media, throughout the world without limitation. EA may edit or alter the Materials at EA's sole discretion. Any copyright and trademarks in the materials (including extensions and renewals) will be exclusively EA's property.

I expressly release EA, its agents, successors, licensees, and assigns, from any and all claims, demands, liabilities by reason of my participation in the filming of the video tape and EA use of the Materials.

I warrant that I am fully authorized to grant the rights granted in this Agreement. I understand that EA will rely on the contents of this Agreement in developing products.

If the participant is a minor, the undersigned represents that he/she is authorized to sign this Release on behalf of the participant and grant all the rights and make all of the representations set forth above.

MINOR PARTICIPANT:

MINOR PARTICIPANT:

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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## Fax Cover Sheet

DATE: March 4, 1994  
TO: Donna Burkons  
FROM: Carol T. Contes  
Electronic Arts Productions Inc.  
RE: Actors/Wing Commander

TIME: 8:59 AM  
PHONE: 818-785-8434  
FAX: 818-785-9664  
PHONE: 415-513-7017  
FAX: 415-571-6375  
PAGES: 5

\*\*\*\*\*  
Donna:

Enclosed is a deal memo form which I suggest you use as your "check sheet" and it's something to fax to an agent to confirm the terms. It is NOT a contract, but acts as confirmation for those actors that we will hire on AFTRA member reports (smaller roles that do not require contracts). I also have sent a form contract for your information to help you get into the new code and its terms for your information.

I have called the top 4 (Hamill; Plummer; Wilson; Rhys-Davies) to let the agents know we want them. As soon as I get a little more firm dates on the others, we should start in. Since Joy and Nicole end their services Friday, I don't think they'll be able to get too far, but let's talk tomorrow morning and see what they can do to help in this process.

Talk to you tomorrow.

cc: via E-Mail to Chris Roberts/Richard Johnson/Adam Foshko/Prim Krishnan @ Origin  
via E-Mail to Mark Day @ EA; via fax to Karen Kodet at 415-726-1506.

---

The foregoing information is confidential in nature and intended for the recipient indicated. If you have received this transmission in error, please contact the sender as indicated above immediately.

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Author: ccontes (EA/EASM00EAL/ccontes) at EASM  
Date: 03/02/94 06:50 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
TO: pkrishna at origin  
TO: croberts at origin  
Subject: Casting

----- Message Contents -----

Here's a copy of what I sent to Donna --

1. Short Form Deal Memo (for her use internally, and to fax to agents for the lesser talent which will not get formal contracts but use the AFTRA sanctioned member reports);

2. A copy of our "standard" AFTRA contract for her (and your) information

3. The cover fax.

[[ FAX32.DOC : 4705 in FAX32.DOC ]][[ AKFORM.DOC : 4706 in AKFORM.DOC ]][[ DM32.DOC : 4707 in DM32.DOC ]]

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ELECTRONIC ARTS PRODUCTIONS INC.  
Deal Memo/Talent  
Interactive Media Production

Loan-Out Company:

Federal ID #:

Artist:

c/o:

Social Security #:  
Telephone:

Interactive Program: "Wing Commander III"

Role:

Start Date:

On (or About)

Work Period:

Compensation/Distribution:

Initial Fee:

Additional Fees:

(Day Player/3-Day/ Weekly)

Interactive

Remote Delivery

Integration

Transportation & Special Provisions:

Services herein shall be governed by the provisions of the 1994 Interactive Media Agreement between the American Federation of Television and Radio Artists ("AFTRA") and Electronic Arts Productions Inc. The following terms have the following meanings affect therein: "Interactive": Interactive describes the attribute of digitized electronic products which enables the viewer to manipulate, affect or alter the presentation of the creative content of such product simultaneous with its use by the viewer. "Interactive Media" means: any media on which interactive product operates and through which the user may interact with such product including but not limited to personal computers, games, machines, arcade games, all CD-interactive machines and any and all analogous, similar or dissimilar microprocessor-based units and the digitized, electronic or any other formats now known or hereinafter invented which may be utilized in connection therewith. "Remote Delivery" means any system by or through which interactive product may be accessed for use from a location that is remote from the central processing unit on which the product is principally used or stored, such as an on-line service, a delivery service over cable television lines, telephone lines, microwave signals, radio waves, satellite, wireless cable or any other service or method now known or hereinafter invented for the delivery or transmission of such interactive product. "Integration": Integration is the inclusion of any material from a performer's performance rendered under the terms of this Agreement in one or more programs for Interactive Media for which he/she is not employed to render services. "Program" is the final version of a fully-edited Interactive program for presentation to the viewer or user containing the results and proceeds of the Performer's services hereunder including all Platforms thereof; "program" specifically does not refer to the computer software code utilized in the digitization process, any type of electronic

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technology, patents, trademarks or any of the intellectual property rights of Producer. "Platform(s)" are the various microprocessor-based hardware including but not limited to SEGA, Nintendo and 3DO machines that utilize the appropriate compatible formats such as cartridges and discs, or any other formats of hardware which memorialize interactive programs.

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PERFORMER MAY NOT WAIVE ANY PROVISION OF THIS CONTRACT WITHOUT THE WRITTEN  
CONSENT OF THE AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS (AFTRA)

AKFORM

INTERACTIVE PROGRAM  
PERFORMER CONTRACT  
(AFTRA)

Company: Electronic Arts Productions, Inc.  
1450 Fashion Island Blvd.  
San Mateo, CA 94404

Performer:  
(c/o):

Title:

("Program")

Date Employment Starts \_\_\_\_\_ Telephone No. ( ) \_\_\_\_\_  
Role \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
Form of Employment (check one): Day Player \_\_\_\_\_ 1-Day \_\_\_\_\_ Weekly \_\_\_\_\_ Extra \_\_\_\_\_ Voice-Over (4 hour day) \_\_\_\_\_  
Daily Rate \$ \_\_\_\_\_ Date of Performer's next engagement \_\_\_\_\_  
3 Day Rate \$ \_\_\_\_\_ Rider Attached: Yes \_\_\_\_\_ No \_\_\_\_\_  
Weekly Rate \$ \_\_\_\_\_ Remote Delivery \_\_\_\_\_ Integration \_\_\_\_\_ (Initial Consent)  
Special Provisions (If any):

Wardrobe supplied by Performer: Yes \_\_\_\_\_ No \_\_\_\_\_  
If so, number of outfits \_\_\_\_\_ @ \$ \_\_\_\_\_  
(Jurnal) \_\_\_\_\_ @ \$ \_\_\_\_\_

THIS CONTRACT covers the employment of the above-named Performer by Electronic Arts Productions, Inc. in the Interactive Program  
and at the rate of compensation set forth above and is subject to and shall include all of the applicable provisions and conditions  
contained or provided for in the 1994 AFTRA Interactive Agreement between AFTRA and Producer.

ACCEPTED AND AGREED:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Performer

Production time reports are available on the set at the end of each day, which reports shall be signed or initialed by the Performer.

NOTICE TO PERFORMERS: RETAIN A COPY OF THIS CONTRACT FOR YOUR PERMANENT RECORDS

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## ADDITIONAL TERMS AND CONDITIONS

ALL: Guild: Notwithstanding any provision in this contract to the contrary, it is specifically understood and agreed by all parties hereto: (i) that they are bound by all the terms and provisions of the 1994 AFTRA Interactive Media Agreement between AFTRA and Electronic Arts Productions Inc. are applicable hereto; (ii) that should there be any inconsistency between said contract and the Agreement or the valid rules and regulations established by the American Federation of Television and Radio Artists not in derogation thereof, the Agreement and the rules and regulations of AFTRA shall prevail; (iii) nothing in this provision shall affect terms, compensation or conditions provided for in this contract which are more favorable to members of AFTRA than the terms, compensation and conditions provided for in said Agreement; (iii) If the term of this contract is of longer duration than the term of the Agreement between AFTRA and the Producer, this contract shall be modified to conform to any agreements or modifications negotiated or agreed to in said Agreement, and the existence of this contract shall not prevent the performer from engaging in any strike or obeying any of the lawful rules and regulations of AFTRA without penalty by way of the damage or otherwise, subject to mutual cancellation or termination of this contract without penalty on either side; (iii) Performer is a member of the American Federation of Television and Radio Artists in good standing subject to and in accordance with the rules and regulations of the American Federation of Television and Radio Artists. (iv) that the performer is covered by the provisions governing the AFTRA Health and Retirement Funds; (v) all disputes and controversies of every kind and nature arising out of or in connection with this contract shall be determined by arbitration in accordance with the procedure and provisions of said Agreement.

II. SERVICES: Performer shall perform all services in accordance with Producer's instructions and directions in all matters including those involving artistic taste and judgment, and Performer shall be available and shall render services at such times and in such places as Producer may designate to the best of Performer's abilities. Producer shall not be obligated to use Performer's services or any results or proceeds thereof, nor shall Producer be obligated to complete the production of, release, distribute, exhibit, advertise or exploit the Program or any part thereof. Producer shall be entitled to the maximum work period provided by the AFTRA Agreement with respect to the services provided hereunder. If Performer fails or refuses to perform the services specified herein, or if Performer suffers any illness, injury or disability which interferes with the full performance of services hereunder, no compensation shall be payable to Performer and Producer may, in Producer's sole discretion, terminate this Contract without any further obligation to Performer.

III. DEFINITIONS: *"Interactive Media"* is: any media on which digitized product operates and through which the user may interact with such product including but not limited to personal computers, games, machines, arcade games, may be CD-interactive machines and any and all analogous, similar or dissimilar microprocessor-based units and the electronic formats and platforms which may be utilized in connection therewith. *"Remote Delivery"* is any system under which digitized product may be accessed for use from a location that is remote from the central processing unit on which the product is principally used or stored, such as an on-line service, a delivery service over cable television lines, telephone lines, microwave signals, radio waves, satellite, wireless cable or any other service or method now known or hereinafter invented for the delivery or transmission of such digitized product enabling interactive use. *"Integration"* is the inclusion of material containing a performer's performance in an Interactive program other than the one for which the Performer is employed hereunder but does not include the use in Linear Programs. *"Program"* is the final version of a fully-edited Interactive product for presentation to the viewer or user, notwithstanding any variations between formats or Platforms, however, "program" does not refer to the computer software code utilized in the digitization process, any type of electronic technology, patents, trademarks or any of the intellectual property rights of Producer. *"Platform(s)"* are the various microprocessor-based hardware including but not limited to SEGA, Nintendo and 3DO machines that utilize the appropriate compatible formats such as cartridges and discs, or any other formats of hardware which memorialize Interactive Programs for viewer use. *"Linear Programs"* are those which do not possess interactive qualities whether live-action or animated, are exhibited or transmitted to the viewer by television (VHF or VHF over-the-air broadcast, cable, satellite, or any other means or methods which may be known or hereafter invented for television reception) and/or video cassettes, video discs or any other devices used in conjunction with corresponding hardware to cause a presentation to be exhibited visually on the screen of a television receiver or any comparable device, and/or film projection in motion picture theaters.

IV. TRAILERS/PROMOTIONS: Performer shall have the right to utilize trailers including "teasers" (a short trailer) for the purpose of advertising and promoting the Interactive Program. The use of a performer's services in any such trailer or "teaser" shall not require the payment of additional compensation if the inclusion of such trailer occurs during the performer's employment in connection with the applicable Interactive Program. Otherwise, applicable scale shall be the minimum compensation for services in connection with such trailers. Notwithstanding the foregoing, any trailer which utilizes excerpts from the least successful performance of the performer shall be deemed an endorsement of the Interactive Program and shall be limited to two scenes from the applicable Interactive Program. No use of a performer's services in a trailer shall constitute an endorsement of any service or product other than the Interactive Program(s) for which the performer is being employed. The Interactive Program may operate or references to other Interactive Programs shall not be deemed an endorsement of any service or product if the Interactive Program for which Performer has been employed is clearly identified by its title in any such promotion. All trailers shall be the property of the Interactive Program and shall be solely issued and controlled by the Interactive Program.

All advertising, publicity and promotional information relating to the program including but not limited to Performer's role therein, shall be solely issued and controlled by Producer. Performer shall not have the right to issue or authorize any advertising, publicity, or promotional information (including but not limited to press releases) or to refer to the program in any publicity issued by Performer without the prior approval of Producer in writing. The Performer hereby consents to and grants Producer the exclusive right in and in connection with the Program and its advertising and promotion of the Program to use and license others to use Performer's name and likeness without the payment of additional compensation therefor in trailers and any and all promotional uses within the specifications of the AFTRA Agreement. Producer may exercise its such rights for trade, or for any other lawful or authorized purposes desired by Producer.

VI. **SCREEN CREDIT:** If Producer has agreed to accord Performer screen credit hereunder, no casual or inadvertent failure by Producer to comply therewith shall constitute a material breach of this Contract. Performer's rights and remedies in the event of a failure or omission by Producer to provide Performer the screen credit on the Program shall be limited to Performer's rights, if any, to recover damages at law, but in no event shall Performer be entitled by reason of any such breach to terminate this contract or to enjoin or restrain the distribution or exhibition of the Program.

VII. OWNERSHIP: As between Producer and Performer, Producer shall own all results and proceeds of Performer's services hereunder including any copyrights therein, and shall have all rights and privileges of ownership in the Program, subject only to the provisions of the AFTRA Agreement for the payment of additional compensation, if any. If Performer furnishes any materials hereunder in connection with her/his performance, all right title and interest in any such materials shall be deemed assigned to Producer.

VIII. REPRESENTATIONS AND WARRANTIES: Performer represents and warrants that he/she has the right to enter into this agreement and fulfill its terms and conditions hereof, and that any materials furnished or provided hereunder do not violate any third party rights. Performer shall indemnify Producer for all costs, damages and expenses incurred as a result of a breach of any representation or warranty made herein.

X. RIDER: The attached "Rider", if any, properly identified with the name of Performer, is hereby incorporated into the terms and conditions of this Agreement. No amendments, modifications or changes to the terms and conditions of this Agreement shall alter any of the minimum terms and conditions accorded to the Performer by AFTRA.

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Author: ccontes (EA/EASM00EAL/ccontes) at EASM  
Date: 02/15/94 04:49 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
cc: pkrishna at origin  
croberts at origin  
afoshko at origin  
Subject: Casting for Wing Commander III

----- Message Contents -----

1. The immediate question I have received from the casting directors is: which of the characters on the breakdown command the higher salaries, which actually is also a function of scripting--which of the characters are the leads, minor roles etc? For me to answer this without your input is, at best, the blind leading the myopic, so your help is requested.
2. I'm not sure who has the AFTRA minimums in front of them, so I have added a short break down of pricing at the end of this memo for your information. All of you should have a copy of the full blown AFTRA agreement within the next two days (sorry for the printing delays).

ON CAMERA:

Scale is \$485/8 hour day. This buys us over the counter interactive rights.  
\$485 buys us "remote delivery"  
\$485 buys us "integration" (reuse in interactive--i.e. derivative works)

So \$1,455 is a "buy-out" for On-Camera Minimum (Scale) performers.

Many performers don't work at scale, but the agreement allows us to credit amounts we pay over 200% of scale to the remote delivery payments and integration (with 150% scale ceilings). It's a bit tricky, but for example, if an actor's price is \$3,500 a day, I'd structure it as follows:

\$2,045 (services)      727.50 (remote, at 150% scale)  
727.50 (integration, at 150% scale)  
Total is \$3,500 and we get the rights we want.

OFF CAMERA

The base rate (\$485/3 voices/4 hours) buys us all over the counter sales.  
\$485 pre-buys any remote delivery rights; another \$485 pre-buys "integration."

If you want to utilize one actor for more than three voices. We get an additional voice/additional hour for \$162 on top of the base rate above, but once we hit double-scale which would be \$970, we get a full 8 hour day for as many voices as the person consents to do. So ostensibly you could hire a person for a full 8 hours day (with meal break) for unlimited voices. In order to pre-buy remote delivery or integration under these circumstances, an additional \$970 would have to be paid, also.

Of course, Remote delivery and/or integration rights can be bargained for at a later date with a 10% add-on (minimum).

APRICOT LEASE

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Electronic Arts Productions Inc.

Confidential Memorandum

DATE: February 9, 1994  
TO: Donna Burkons  
for "Wing Commander III"  
FROM: Carol T. Contes  
Electronic Arts Productions Inc.  
RE: AFTRA union contract

TIME: 10:00 AM  
PHONE: 818-785-8434  
FAX: 818-785-9664  
PHONE: 415-513-7017  
FAX: 415-571-6375

\*\*\*\*\*  
Enclosed is a copy of the relevant parts of the AFTRA - Electronic Arts Productions Inc. agreement which will most likely govern "Wing Commander III" production (unless there is a decision to use film as opposed to tape).

The entire agreement is confidential at this time and please do not xerox and distribute.

Please feel free to call me if you need assistance. Thanks!

cc: Chris Roberts & Richard Johnson, Origin  
Mark Day, Bryan Neider, Ruth Kennedy, EAP Inc.

*Carol*

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Author: ccontes (EA/EASMOOEAL/ccontes) at EASM  
Date: 02/08/94 02:23 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
CC: Richard Johnson at Origin  
dsnell at origin  
croberts at origin  
Subject: Wing Commander III

----- Message Contents -----  
Here is a situation regarding the use of union talent and increased costs associated with 'buying out' as many rights as possible for future possible uses.

I'll give you simplified examples of the impact of our deal making on the budget and future exploitation of "Wing Commander III". Assume that we are hiring all actors on a day player basis at minimum fees, \$485 per day (although please note that we get money breaks for longer guaranteed employment AND the right to credit certain amounts of overscale against buy-outs IF we structure the agreement properly from the beginning to our advantage).

1. Example 1: Hire actor at minimum, \$485. We get all "interactive Media" rights (all platforms for over the counter sales) and can use excerpts for promoting the program (and all platforms) as long as we are not endorsing a product other than the program (and its hardware).
2. Example 2: Same actor, but pay an additional \$485. We also get "remote delivery" rights for any on-line services (cable, telephone or any other methods) in perpetuity in the future.
3. Example 3: Same actor, but pay an addition \$485 so its now 3 x \$485. Now we also get "integration" rights which means unlimited perpetual rights to use the performance in any other interactive program such as derivative works.

connection with "Wing Commander 3", producer Chris Roberts says that if game would ever be used on remote delivery, he would re-shoot it all. Moreover, he also has told me that he doubts that he would have use of integration rights. Thus he does not want to burden his budget with these additional costs and has inquired whether this is a cost that should be assumed by another one of our corporate entities.

We are starting our initial casting procedures this week. It looks like it will be about 15-18 actors at scale, 2-3 overscale. For purposes of this discussions, Extras are irrelevant.

If we do not buy out these rights up front, we do have the option of acquiring them at a later date with a 10% premium payment, but note that: (i) it is always more difficult to renegotiate an old deal once the actor (or agent) thinks the rights are important, and; (ii) all guild agreements represent minimum allowable terms only. Nothing prevents an actor from holding out for more money, which they are more likely to do at a later date for these rights.

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CONFIDENTIAL MEMORANDUM

TO: Casting Directors/Production Personnel  
FROM: Electronic Arts Productions Inc./Carol Contes  
RE: AFTRA AGREEMENT/"WING COMMANDER III"

- The following pages include summaries and excerpts of the AFTRA Agreement which will govern the minimum applicable terms of hiring in connection with the Interactive Program on which you are rendering production services. Please remember that no performer agreements are valid without the approval of the authorized representative of Electronic Arts Productions Inc. ("EAP Inc.").
- All performers are required to fill out and submit an authorized AFTRA Member Reports which can be obtained at your local AFTRA office or from EAP Inc. Legal/Business Affairs. This will constitute the "contract" for most performers. Until our newest forms are finally authorized by AFTRA, please use existing forms and double-check with the paymaster for appropriate procedures. These forms are very important!
- EAP Inc. has the opportunity to acquire certain rights 'up front' and credit a certain amount of overscale compensation against sums otherwise payable. Please check your proposed offers with the EAP Inc. Legal and the appropriate Executive Producer or Producer prior to making ANY offers to determine the structure we are following.
- EAP Inc. has a policy of non-discrimination and fair employment in connection with the engagement and treatment of performers on the basis of sex, race, color, creed, national origin, age or disability, in accordance with applicable state and federal law; no inquiry shall be made with respect to a performer's marital status, sexual preference or national origin, creed, age or disability.
- EAP Inc. will pay the appropriate salaries and pension & welfare payments directly to the guild offices in San Francisco which will administer the payments to actors and/or agents. This procedure is required under our agreement. We will be using an experienced pay master in the Bay area who will take care of all payroll and coordinate the same with EAP Inc. personnel in San Mateo.

Thank you. Please feel free to call any of the following persons in San Mateo to have any questions answered or, of course, the program producer(s):

Legal: Carol Contes, 415-513-7017  
Production: Mark Day, 415-513-7566

Thanks for your help and cooperation on this production!

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# 1. COMPENSATION

## MINIMUM SCALE FOR PRINCIPAL PERFORMERS:

		7/1/93 - 6/30/94	7/1/94 - 6/30/95
<b>A. On Camera Performers:</b>			
1.	Day Players (including Solo/Duo Singers)	\$ 485.00	\$ 504.00
2.	Three-Day Performers (including Solo/Duo Singers)	\$ 1,227.00	\$ 1,276.00
3.	Weekly Performers (including Solo/Duo Singers)	\$ 1,685.00	\$ 1,752.00
4.	Group Singers		
	3-8	\$ 422.00	\$ 438.00
	9 or more	\$ 374.00	\$ 389.00
	Contractor (3-8)	\$ +50%	\$ +50%
	Contractor (9 or more)	+100%	+100%

### (a) Over-Dubbing

33 1/3% of above applicable rate without limitation as to the number of tracks.

### (b) Sweetening

100% of the applicable rate (with or without over-dubbing), without limitation as to the number of tracks.

### (c) Stepping-Out

(i) If a solo or duo is called upon to step out of a group to sing up to fifteen (15) cumulative bars during a session, the solo/duo shall be paid an adjustment of fifty percent (50%) of the solo/duo rate in addition to the appropriate group rate for that day.

(ii) If a solo or duo is called upon to step out of a group to sing sixteen (16) or more cumulative bars, or remain more than one (1) hour after the group has been released, to perform a solo or duo of any length, the solo/duo shall be paid the full solo/duo rate in addition to the appropriate group rate for that day.

(iii) Any member of a group who steps out to perform as part of a smaller group to sing over four (4) consecutive bars shall be paid at the smaller group fee for that day. Such re-classification shall not operate to reduce the size of the overall group with respect to fees payable to the remainder of the group.

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5. Dancers

Rehearsal Days only	\$	286.00	\$ 297.00
Work Days			
(no rehearsals)			
Solo/Duo	\$	485.00	\$ 504.00
3 - 8	\$	425.00	\$ 442.00
9 or more	\$	371.00	\$ 386.00
Weekly Option			
(includes rehearsals)			
Solo/Duo	\$	1,159.00	\$ 1,621.00
3 - 8	\$	1,430.00	\$ 1,487.00
9 or more	\$	1,300.00	\$ 1,352.00

**B. Off-Camera Performers:**

6. Voice-Over Performer	\$	485.00	\$ 504.00
(Up to 3 voices/4 hour day)			
Additional Voices (ea)	\$	162.00	\$ 168.00
6+ Voices/8 hour day	\$	970.00	\$ 1,008.00
7. Sound Effects (non-verbal)	\$	320.00	\$ 334.00
(8 hour day)			
8. Singers			
Solo/Duo	\$	485.00	\$ 504.00
Hourly Rate*	\$	250.00	\$ 250.00
3-8	\$	257.00	\$ 267.00
9 or more	\$	223.00	\$ 232.00
Contractor (3-8)	\$	+50%	+50%
Contractor (9 or more)	\$	+100%	+100%
Group Hourly Rate*	\$	150.00	\$ 150.00

Over-Dubbing, Sweetening and Stepping-Out for off-camera singers (same as on-camera rates, see Subsections A.4.(a) - (c) above).

(\*Once Producer engages singers at hourly rate, no conversion to day player rates.)

**C. Additional Compensation for Remote Delivery and Integration**

1. Producer shall pay principal performers the following for Remote Delivery and Integration rights in an Interactive Program:

A. Remote Delivery:  
If acquired not later than 90 days after initial release of the applicable program in

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Sparco  
BRAND  
64440



Interactive Media, 100% of the Minimum Applicable Compensation as specified below; otherwise, plus 10% thereof.

**B. Integration:**

If acquired not later than 90 days after initial release of the applicable program in Interactive Media, 100% of the Minimum Applicable Compensation as specified below; otherwise, plus 10% thereof.

The "Minimum Applicable Compensation" is the total initial compensation at which the performer is employed to render services in connection with the applicable Interactive Program up to 150% thereof, excluding overtime, penalties and fees for rehearsal for Added Scenes, Retakes, Etc., if any.

**D. Half-Day Employment (Rehearsals)**

Producer may engage a performer (except Dancers, Extras and Stunts) once per program for up to four (4) consecutive hours of rehearsal time at 65% of the Day Player rate pro-rata, or 65% of the performer's pro-rata single day rate, whichever is higher, for rehearsals as follows:

- (1) Rehearsal time (no recollection of performers) of 4 consecutive hours or less, provided a firm date for the subsequent workday(s) is given at the time of booking.
- (2) Call times, except for travel, are restricted to:
  - (a) Morning Call - no later than 8:00 a.m.
  - (b) Afternoon Call - no earlier than 1:00 p.m.
  - (c) Evening Call - any four (4) consecutive hours provided work ends by 12:00 a.m.

Any extension of the half-day rehearsal beyond four hours is subject to the performer's consent at the time of extension and shall require payment of an additional 35% of the daily rate for such day, whether four additional hours or less are worked. Any "overtime" beyond eight (8) hours of work will then be computed at time and one-half or double time, as specified in Article II, Section 6. All required meal periods will be observed.

For Three-Day Players or Weekly Performers, Producer may use the half-day rehearsal rate based only on the Day Player minimum.

**E. Extras Rates:**

Extras	\$ 99.00	\$ 103.00
Special Ability Extras	\$ 122.00	\$ 127.00
Silent Bit Extras	\$ 177.00	\$ 185.00
Choreographed (Swimmers, Skaters, etc.)	\$ 297.00	\$ 310.00

The weekly salary for Extras employed by the week shall be five (5) times the minimum daily rates as specifically set forth above. Extras employed by the week are guaranteed a minimum employment of five consecutive days, provided that a Saturday work day shall be included in such five consecutive days (such five (5) days' employment).

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Any Extra who speaks atmospheric words, commonly know in the industry as "omnies", is entitled to the basic wage for the particular call.

## 2. PROHIBITION AGAINST CREDITING

No compensation paid to a performer for his/her services in excess of the minimum may be credited against overtime, penalties or any other compensation otherwise due the performer, however, nothing herein shall prevent Producer from bargaining with the performer to allocate compensation payable to a performer (other than overtime and penalties) which is greater than 200% of scale to sums which may be otherwise due the performer hereunder.

## 3. ADDITIONAL MISCELLANEOUS PROVISIONS

(a) Interactive Media/Remote Delivery does not include linear transmission of any programs by over the air networks such as PBS, NBC, CBS, ABC or Fox, syndicated television (UHF or VHF) or existing linear cable transmission (HBO, TNT, Showtime).. Use or reuse of material (excerpts) from Interactive Media Programs in Linear Television requires a separate bargaining with all recognizable performers (excluding Extras) except for promotions in trailers..

(c) EAP must use available union talent in the preference zones (includes all metropolitan areas). Any non-union talent subject to Taft-Hartley (become union members) within 30 days.

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EXTRAS —

CAROLC → AFTRA, EA AGREEMENT, USE ONLY UNION  
ACTORS, \$99/DAY

↓  
according to the EA agreement,  
we have to use Union Extras @ \$99./day.

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Author: ccontes (EA/EASMO0EAL/ccontes) at EASM  
Date: 02/08/94 03:46 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
cc: croberts at origin  
Subject: Actors - granting royalties

----- Message Contents -----  
I recently negotiated a contract with a young tv star from a #1 rated show, "Home Improvement" who did the voice over for our "Scooter" program wherein he received a royalty AFTER a milestone -- sales in excess of 125,000 units. I attached the appropriate parts of the contract (with names deleted) to give you an idea of the kind of things he asked for, wanted, etc. and how I handled it. He's a bona fide network prime-time star, and is the new 'star' of the Scooter program, so that was the rationale for the points.

Call me if you have any other questions. I'd love to talk to you further about it. I have some initial thoughts -- like making sure that we let agents[[ JTRIDW.DOC : 3926 in JTRIDW.DOC ]][[ JTROYW.DOC : 3927 in JTROYW.DOC ]] know up front that our definition of "net sales" is not negotiable.

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Rider to Performer Contract

Program: "[\*\*\*\*\*]"

Performer: [\*\*\*\*\*]

The following additional terms and conditions shall be deemed a part of the above-referenced contract:

1. **Compensation:** In consideration of the services rendered hereunder and the rights granted to Producer, Performer shall be entitled to the following payments due upon completion of services in connection with the program:

Initial Compensation for services:	\$	2,045.00
Remote Delivery (pre-payment)		727.50
Integration: (pre-payment)		<u>727.50</u>
Total	\$	3,500.00

Any overtime shall be computed at the rate of \$2,000 per hour, with a one-hour minimum.

2. **Royalty for units in excess of 125,000:** Company agrees to accord Performer a Royalty in connection with the "Sales" and "Licenses" of the Program which include the results and proceeds of Performer's services hereunder, in the amount of Two Percent (2%) of Net Shipments in excess of 125,000 units, said Royalty to be computed and defined in accordance with the definitions and procedures specified in the attached "Exhibit A," entitled "Net Shipments" which is incorporated into the term hereof.

3. **Name and Likeness:** Producer shall have the right to utilize the name of Performer acknowledging his participation in the production of the Program in advertising and promoting the Program and as specified in "Publicity/Guest Appearances" below, however, Producer shall not have the right to use the likeness of Performer for product packaging for the Program, print advertising or any point-of-purchase displays without Performer's consent therefor.

4. **Publicity/Guest Appearances:** For a period of one (1) year from the rendition of services hereunder, Performer shall provide services in connection with up to four (4) guest appearances and/or telephone interviews for the advertising and promotion of Program, as reasonably requested by Producer. Upon payment to Performer of the fee of \$400, Producer shall also have the right to photograph (or videotape) Performer during the rendition of services for the purpose of creating a Video News Release and Electronic Press Kit for distribution to the electronic media (i.e., television) for use in promoting the Program.

If Performer is required to travel to any distant location more than 50 miles from Los Angeles, California in connection with any such guest appearance at the request of

[\*\*\*\*\*] Rider  
SAP/ALJ  
2/8/94

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Producer, Producer shall provide Performer with 2, first-class round trip transportations to such destination and 2 per diem expense allowances to be utilized by Performer and his guardian, such per diem to be in accordance with the established AFTRA rates. If any such distant location requires air-travel, Producer shall also accord performer and his guardian first class hotel accommodations and all ground transportation required for such appearances.

5. **No Reference:** Producer acknowledges that Performer is not granting any right to Producer to refer to the "Home Improvement" television series on the Interactive Program or any advertising or promotion in connection therewith, and that any such use by Producer is not authorized hereunder.

6. **Services for Additional Programs:** Performer shall have a first option to provide voice-over services in connection with "sequels" of the Program in accordance with the procedure set forth below. "Sequel" means a derivative work of the Program (in accordance with U.S. Copyright laws) which features the character portrayed by Performer in the Program in different situations and/or in a different game than that portrayed by the Program for which Performer is rendering services hereunder. "Sequel" does not refer to Platforms.

Producer shall, prior to offering the opportunity to portray "Scooter" in voice-over to any third party, offer such opportunity in writing to Performer. Such offer will describe the opportunity with sufficient particularity so as to allow Performer the option to either accept or reject the offer, and will be made in good faith and contain reasonable terms for such opportunity. Each party agrees to negotiate terms in good faith as requested by the other party. If the party holding the option does not accept such offer in writing within ten (10) days after receipt of the offer, such offer will be deemed rejected and the opportunity will be free from the first option right.

7. **Screen Credit:** Performer shall be accorded screen credit on the Program and on product packaging, in the first position among performers included within the Program, in substantially the following form:

"Featuring [\*\*\*\*\*] as "Scooter"

All characteristics of such credit shall be within the sole discretion of Producer, except that Producer agrees that no other Performer shall be accorded screen credit in a larger size or more prominently displayed.

8. **Employment of Minors/Compliance with Laws:** (a) Producer and Performer shall comply with all applicable laws of the State of California applicable to the employment of minors within the entertainment industry and shall provide each other with the appropriate permits in connection therewith. (b) Producer shall provide the appropriate teacher/welfare worker to be present during the period of Performer's services as required by the applicable laws of the State of California. (c) Performer shall be accompanied at all times during which he is rendering services hereunder by his legal guardian (mother).



end

### "Net of Expenses"

Net of Expenses shall mean the net amount of the Program's expenses (including the expenses of the Program's administration) as determined by the Program's administrator.

### A. Expenses

The following terms shall have the following meanings:

(i) "Administrator" of the Program shall mean the person or entity who is in sole control of the Program, and who is authorized to exercise the power to make the decisions of the Board of Directors of the Program, the possession of more than half of the voting equity shall be required for the Administrator to exercise such power. The Administrator shall have the authority to make decisions and generally accepted accounting principles.

(ii) "Cost of Production" shall mean the cost of the Program as determined by the Administrator. The cost of production shall include the cost of the Program, without charge or without other charge for the purpose of production, and for the purpose of which third party production of the Program is required for the purpose of the Program for the purpose of producing a distribution of the Program.

(iii) "Gross Revenue" shall mean the total of a manufacturer's suggested retail price of less than or equal to \$100,000,000, but if the Program is the only such item, then the total of the Program's Gross Revenue shall be the total of the Program's Gross Revenue.

(iv) "Gross Revenue" shall mean the total of a manufacturer's suggested retail price of less than or equal to \$100,000,000, but if the Program is the only such item, then the total of the Program's Gross Revenue shall be the total of the Program's Gross Revenue.

(v) "Net of Expenses" shall mean the net amount of the Program's expenses (including the expenses of the Program's administration) as determined by the Program's administrator. The net of expenses shall be the net of the Program's expenses (including the expenses of the Program's administration) as determined by the Program's administrator.

(vi) "Net of Expenses" shall mean the net amount of the Program's expenses (including the expenses of the Program's administration) as determined by the Program's administrator. The net of expenses shall be the net of the Program's expenses (including the expenses of the Program's administration) as determined by the Program's administrator.

(vii) "Net of Expenses" shall mean the net amount of the Program's expenses (including the expenses of the Program's administration) as determined by the Program's administrator. The net of expenses shall be the net of the Program's expenses (including the expenses of the Program's administration) as determined by the Program's administrator.

(viii) "Net of Expenses" shall mean the net amount of the Program's expenses (including the expenses of the Program's administration) as determined by the Program's administrator. The net of expenses shall be the net of the Program's expenses (including the expenses of the Program's administration) as determined by the Program's administrator.

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Exhibit A

"Net Shipments"

This "Exhibit A" is a part of the Performer Contract between [\*\*\*\*\*] and Electronic Arts Productions Inc. with respect to the Royalty specified in Paragraph 2 of the "Rider" to the Performer Contract.

A. Definitions:

The following terms shall have the following meanings:

- (i) "*Affiliate*" of Company means any company that controls, is controlled by or is under common control of Company, where "control" means the power to control the composition of the board of directors of Company, the possession of more than half of the voting equity share capital or the ability to consolidate such party's financial statements with those of Company in accordance with generally accepted accounting principles.
- (ii) "*Sales*" means all transactions pursuant to which Company or its Affiliates distribute physical copies of the Program. Sales also includes all transactions pursuant to which Company authorizes any third party to assemble physical copies of the Program, without change or enhancement except for the purposes of localization, and pursuant to which such third party purchases the unique product components for the Program for the purposes of assembling and distributing the Program.
- (iii) "*Classic Sales*" refers to Sales at a manufacturer's suggested retail price of less than or equal to Fifteen Dollars (\$15.00) if the Program is for use with floppy disk storage media and Thirty Dollars (\$30.00) if the Program is for use with any other storage media.
- (iv) "*Licenses*" means all transactions pursuant to which Company or its Affiliates authorize any third party to reproduce and distribute physical copies of any Program.
- (v) "*Net Shipments*" means the total invoice amount for all copies of the Program shipped by Company or its Affiliates (in the case of Sales) or the total receipts from any license of the Program actually received by Company (in the case of Licenses), less (in the case of Sales) the following amounts, in each case either allocated from Company's total such expenses or, in certain instances where it is practical to measure such expenses on a per-title basis, attributable to the Program:
  - (a) *Sales Force*. Commissions, similar fees, compensation and related costs paid to sales representatives or rack services.
  - (b) *Marketing Development Fund*. The amounts actually expended by Company and its Affiliates on in-store, point of sale and similar promotions.
  - (c) *Co-op Advertising*. Cooperative advertising and similar promotional amounts (such as credits, cash discounts, rebates, promotional allowances or similar items to customers), as well as any invoiced amounts for copies supplied for promotional purposes to the press, trade, sales representatives or potential customers.

[\*\*\*\*\*] Royalty  
AK/EA/Pinc  
2/9/94

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64440



- (d) *Freight*. Freight paid by Company or its Affiliates for shipments.
- (e) *Bad Debt*. Bad debt written off by Company or its Affiliates for financial statement purposes, reduced by any collections against any previously written off bad debt.
- (f) *Returns*. A reserve for returns and price protection, whether returned as defective, overstock or otherwise, such as credits, refunds or allowances for returns or price protection, less such reserve for such a prior period to the extent not credited against actual returns or price protection.
- (g) *Replacements and Revisions*. Any invoiced amounts for copies of the Program, provided as replacements or revisions (but not as back-ups), whether provided under a warranty or maintenance policy or otherwise.
- (h) *Currency Exchange Fees*. Any currency exchange fees incurred by Company with respect to invoiced amounts other than in United States dollars.
- (i) *Receipts from Distress Sales*. Any amounts invoiced in any "distress sale" of the Programs which is a Sale for the primary purpose of reducing inventory which is made at a price less than or equal to thirty percent (30%) of the most recently announced wholesale price of Company.
- (j) *Unrepatriated Amounts*. A reserve for amounts that cannot be repatriated to the United States because of currency control or similar laws, less any amounts previously reserved against release from such controls.

The amounts deducted under items (a) through (j) above will be reasonable and consistent with the amounts customarily paid in the industry (except as set forth in items (f) and (i) above). In addition, in calculating Net Shipments, the following will apply:

- (k) *Combination with Other Products*. If any Program is marketed with other Programs in a package for a single price, the Net Shipments attributable to the Program will be determined by prorating the Net Shipments for the package according to the suggested retail prices or values established by Company for the separate Programs contained in the package, whether or not such Programs are marketed separately, provided that such prices or values are reasonably related to the values, marketing potentials or costs of the separate Programs and are consistent with prices customarily charged in the industry.
- (l) *Foreign Exchange*. Amounts invoiced or received by Company in foreign currencies will be deemed converted into United States dollars at the average exchange rates used by Company in its financial statements for the month of invoice or receipt, as appropriate.
- (m) *Advances*. In the case of Licenses, amounts received as refundable advances against future payment obligations will be deemed received only as shipments are made against such advances.

B. *Reports and Payments*. Within forty-five (45) days of the close of each calendar quarter ending during such period, Company will furnish to Performer a report indicating:

(i) the Net Shipments for the quarter ended two (2) months prior to the end of such calendar quarter (for Sales and Classic Sales) and for such calendar quarter (for Licenses), as well as an accounting of all deductions used in calculating such Net Shipments; (ii) a

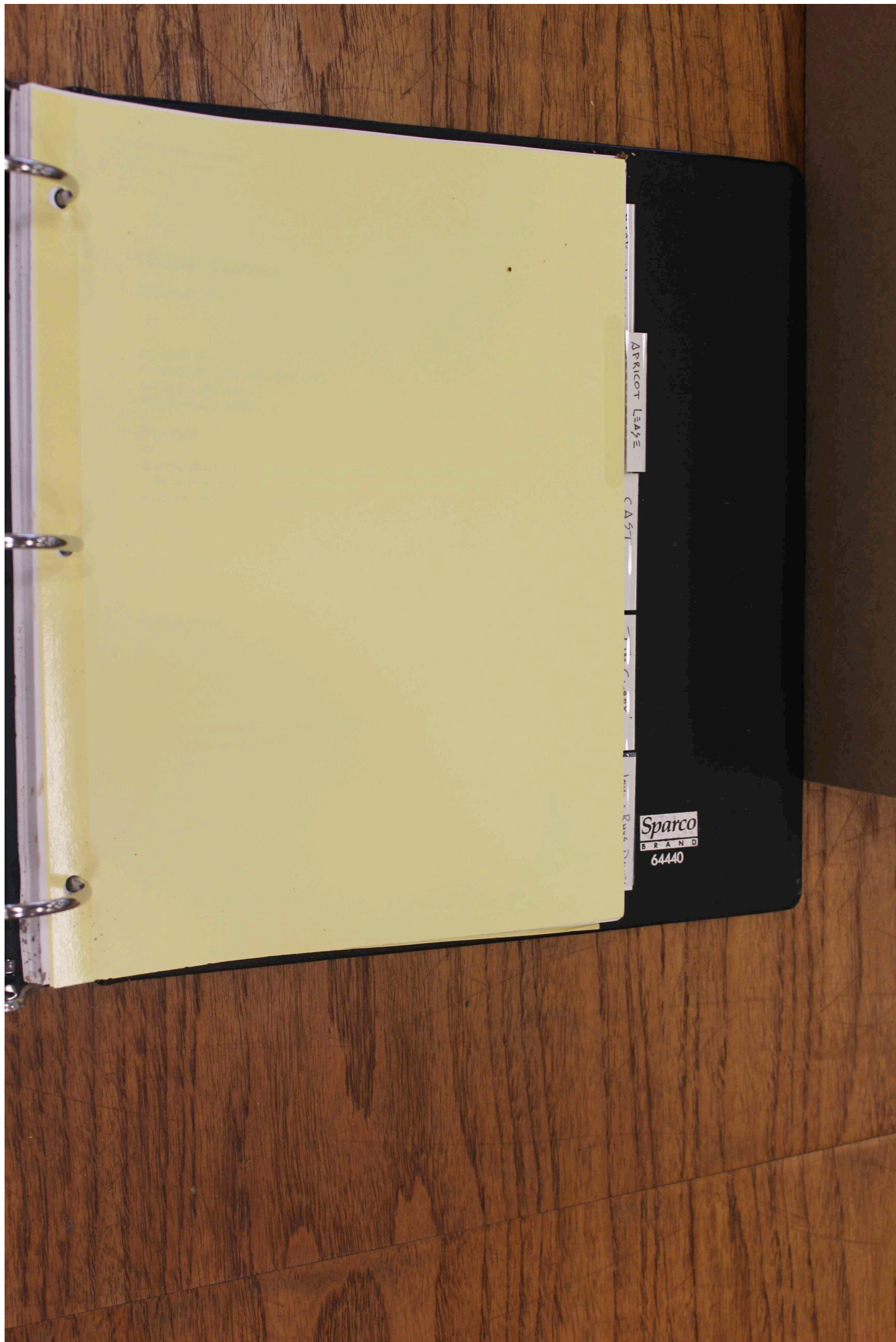


calculation of the payments, if any, due or credited to Performer for such period; and (iii) any adjustments in payments due Performer with respect to such period. At the time of each such report, Company will pay Performer the net amount of payments due.

*C. Inspection; Payments Final.* Within sixty (60) days after Performer's written request to Company, Performer's certified public accounting firm (or a certified public accountant who is retained by Performer on other than a contingent fee basis and who is reasonably acceptable to Company, at the election of Performer), may, no more often than once for each calendar year and at Performer's expense (except as provided below), inspect the records of Company or its Affiliates on which Company's reports are based, provided that such accounting firm will hold such records in strict confidence except as necessary to report to Performer and Company on the accuracy of Company's reports. Company's determination of the payments due Performer under this agreement will be deemed conclusive unless, within eighteen (18) months after the date of payment, Performer notifies Company in writing of any error in such payments disclosed by Company's reports, by an inspection by such accounting firm or otherwise. If such an inspection shows that Company has understated the amount due Performer by more than ten percent (10%) for any calendar year, Company will pay, in addition to the amount due, the accounting firm's fees up to an amount equal to the understatement.

end





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ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL 415-571-7171  
FAX 415-571-6175

VIA FEDERAL EXPRESS

February 25, 1994

Mr. David Witt  
APRICOT ENTERTAINMENT, INC.  
940 N. Orange Drive  
Hollywood, CA 90038

Dear David:

Enclosed please find a cheque in the amount of \$175.00, dated February 23, 1994, made payable to Apricot Entertainment, representing payment for an additional week's rental of the offices.

Thank you.

Very Truly Yours,

*Carol T. Contes*

Carol T. Contes

CTC:dd  
encl.

cc: Richard Johnson and Prem Krishnan @ Origin (w/encl.)  
EAP Inc./Group (w/encl.)



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ELECTRONIC ARTS PRODUCTIONS, INC.  
1650 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

FIRST INTERSTATE BANK OF CALIFORNIA NO. 684  
177 PARK CENTER PLAZA  
SAN JOSE, CA 95108-1268

1079

16-211220

PAY  
TO THE  
ORDER OF

Appicot Entertainment  
One hundred Seventy Five and

2/23/94

\$ 175.00

DOLLARS

no/100

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$10,000.00

*K. Ruyter*

FOR

⑈000001079⑈ ⑈12000218⑈ 684,205327⑈ 11

Sparco  
BRAND  
64440



Author: ccontes (EA/EASM00EAL/ccontes) at EASM  
Date: 02/23/94 09:52 AM  
Priority: Normal  
TO: Richard Johnson at Origin  
cc: pkrishna at origin  
afoshko at origin  
Subject: Lease

----- Message Contents -----

1. attached is a copy of the fax I sent regarding the extension of the lease. we have a "hold over" provision in the contract, so all I will do is send him a check.

2. Tracy: Please prepare a check for \$175.00 payable to:

Apricot Entertainment, Inc.  
940 N. Orange Drive  
Hollywood, CA 90038  
Attn.: David Witt

As long as you give Doug a xerox copy of the check, it is OK with me for you to send it directly.

3. Doug: Will you follow up with a written payment request to Tracy for the record?



Author: ccontes (EA/EASMOGEAL/ccontes) at EASM  
Date: 02/22/94 07:55 PM  
Priority: Normal  
TO: Prem Krishnan at Origin  
CC: Richard Johnson at Origin  
Chris Roberts at Origin  
Adam Foshko at Origin  
Subject: RE: Casting Space for Wing 3

----- Message Contents -----  
Sure. I'll call in the morning and arrange for the check to be out/sent.

-----  
From: PKrishna @ Origin (Prem Krishnan)  
To: ccontes  
Cc: CRoberts @ Origin (Chris Roberts); PKrishna @ Origin (Prem Krishnan);  
RJohnson @ Origin (Richard Johnson); AFoshko @ Origin (Adam Foshko)  
Subject: Casting Space for Wing 3  
Date: Tuesday, February 22, 1994 3:20PM

Text item: Text\_1

Carol -- Could you please extend out the time we've rented the casting space at Apricot by one week? I believe EA-Legal's taking care of issuing the checks etc. If it's something that we need to do here in Austin, please let me know and I'll make the arrangements. If you have any questions, please contact Donna Burkons or Chris R c/o Donna...

Thanks!

\*\*\* PREM \*\*\*  
x608 at Origin



ELECTRONIC ARTS PRODUCTIONS INC.  
1450 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404  
TEL. 415-571-7171  
FAX. 415-571-6375

February 9, 1994

Mr. David Witt  
Apricot Entertainment, Inc.  
940 N. Orange Drive  
Hollywood, CA 90038

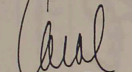
Dear David:

Enclosed is a check in the amount of \$1,095, which represents the security deposit and rental of offices and two (2) telephones by Electronic Arts Productions Inc.

I have enclosed a hard copy of the lease for your signature. Please return it to my office and I will see that you get a fully-executed copy for your files.

Thanks.

Very Truly Yours,

  
Carol T. Contes

cc: Richard Johnson @ Origin



**Sparco**  
BRAND  
64440





ELECTRONIC ARTS PRODUCTIONS, INC.  
1460 FASHION ISLAND BOULEVARD  
SAN MATEO, CA 94404

FIRST INTERSTATE BANK OF CALIFORNIA NO. 664

1777 PARK CENTER PLAZA  
SAN JOSE, CA 95128  
16-2117220

1063

PAY TO THE ORDER OF

Apriq Entertainment, Inc.

no/100 DOLLARS

\$1095.00

FOR Rent - 8535<sup>00</sup>, Phase 2 7/16, Diggins + 8530<sup>00</sup>

#000001063# 1122000218:684, 205327# 11

*Boyer Neil*

TWO SIGNATURES REQUIRED FOR CASH OVER \$500.00

MARK HAMMILL  
CA 71  
Tina Crosby  
Sparco  
BRAND  
64440



Lease  
EA Pinc/Wing

## LEASE

This *LEASE* is entered into as of this 7th day of February, 1994, by and between APRICOT ENTERTAINMENT, INC. 940 N. Orange Drive, Hollywood, CA 90038 (herein "Lessor") and ELECTRONIC ARTS PRODUCTIONS, INC., 1450 Fashion Island Blvd., San Mateo, CA 94404 (herein "Lessee").

**Premises:** One (1) Room, either #120 or #103,  
at 940 N. Orange Drive,  
Los Angeles, CA 90038.

Includes 24-hour access (2 keys), janitorial services,  
furniture (as available) and parking on a first come,  
first serve basis at the designated building spaces.

**Term:** February 7, 1994 - February 25, 1994

**Holdover:** If Lessee remains on the Premises beyond  
February 25, 1994, the Lease shall continue on a  
week-to-week basis at the rate specified hereinbelow.

**Rental Fee:** \$175 per week, payable in advance of occupancy,  
receipt of which is hereby acknowledged.  
\$35, one-time flat fee, per telephone for each of  
two telephones (does not include service charges)

**Facilities  
Deposit:** \$500, payable in advance of occupancy, receipt of which is  
hereby acknowledged. Said Facilities Deposit shall be  
held by Lessor as: (i) a credit against Lessee's final facilities service  
charges (telephone, telex, facsimile and Xeroxing) which shall be  
verified and presented to Lessee in writing within 30 days of  
termination or expiration of the Lease; (ii) satisfaction of each and  
every covenant or obligation of Lessee hereunder including without  
limitation the payment of rent or damages suffered by Lessor as a  
result of Lessee in connection with the Lease (if any).



### Exhibits:

**Agreed and Accepted as of this 7th day of February, 1994:**

**Electronic Arts Productions Inc.**  
 ("Lessee")

**Electronic Arts Productions Inc.**

**("Lessee")**

**Sparco**  
B R A N D  
64440



**Exhibit A**  
**Standard Terms of Lease**  
**LEASE**

*Dated as of February 7, 1994 between Apricot Entertainment, Inc. and  
Electronic Arts Productions Inc.*

1. **Lessee's Obligations:** Lessee agrees to use the Premises for the purposes of establishing business offices for the casting of actors and actresses for an interactive Program and Lessee agrees that the Premises shall not be altered, repaired or changed without the written consent of Lessor nor be used for retail sales or manufacturing purposes of any kind during the Term. Lessee shall not utilize the Premises in any way which conflict with any existing fire regulations, municipal ordinances or other governmental authority, and shall conduct business in accordance with industry standards and practice and with due regard for other tenants. Lessee shall not install any heavy machinery of any kind without the express written consent of Lessor; Lessee shall not store or utilize any hazardous materials in contravention of any applicable local, state and federal statutes, order, ordinance, rules and regulations. Lessee shall return the Premises and any furnishings and fixtures therein, in the same condition as said premises were received by Lessee, save normal wear and tear.
2. **Lessor's Obligations:** Lessor shall deliver the Premises suitable for their intended purposes as business offices in clean condition and good repair, and Lessor shall provide all heat, air conditioning, and electrical power and maintenance services in accordance with standard business practices. Lessor, or its representative, shall maintain the Premises in such condition throughout the Term of the Lease and shall be available to Lessee for such purposes on reasonable notice. Lessor shall comply with all applicable local, state and municipal regulations, laws and ordinances or regulations or laws established by any other governmental authority with respect to the subject matter of the Lease and the maintenance of such facilities. Lessor shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Premises together with any taxes thereon, except telephone, telex, fax and Xerox charges of which Lessor shall notify Lessee, in writing.
3. **Insurance:** During the Term, Lessee shall maintain comprehensive general liability insurance against liability for bodily injury in an amount of not less than \$1 million per occurrence and property damages in an amount not less than \$1 million per occurrence with respect to Lessee's activities on the Premises. All insurance shall be with companies licensed to do business with the Insurance Commissioner of the State of California, and Lessee shall name Lessor as an additional insured thereon in connection with the activities

CART

TIM CUREY

JOHN RHYZ DAVIES

Sp  
B R  
6



*Lease*  
*EAPinc/Wing*

of Lessee on the Premises in connection with the Lease. Nothing herein shall be deemed to grant or confer greater liability on either party in connection with property damage or bodily injury than that conferred by law with respect thereto.

4. **Hold-Over:** If Lessee hold possession of the premises after the expiration of the term of this Lease, said Lessee shall become a tenant on a week to week basis on the terms herein specified and shall continue to be such tenant until the tenancy shall have been terminated by Lessor or until the Lessee shall have given the Lessor three (3) business day's notice of Lessee's intent to terminate the tenancy.

5. **Right to Inspect:** Lessor shall have the right to enter and inspect the Premises during business hours at reasonable times upon reasonable notice to inspect the Premises and make repairs as Lessor may determine.

6. **Force Majeure:** If the Premises or any substantial part thereof shall be destroyed in whole or in part by fire, earthquake or any other occurrence beyond the control of Lessor ("force majeure"), so that the Premises are no longer fit for occupancy, this Lease may be terminated by either party.

7. **Assignment:** Lessee shall not assign or transfer this Lease nor sublet all or any portion of the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

8. **Miscellaneous:** This agreement shall inure to the benefit of all parties hereto and each of their respective successors, permitted assigns, heirs and/or legal representatives. The parties agree to promptly execute and deliver to each other any future documents reasonably necessary to effectuate the provisions hereof. Any notices required to be given hereunder shall be sent first class in the United States mail, postage prepaid, addressed to the party to whom notice is being given at the address set forth above unless and until such party shall give notice to a different address. No waiver by either party of any term or provision of this Lease shall abridge said party's right thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

9. **Governing Law:** This Lease is entered into the State of California and shall be enforced and construed in accordance with the laws of said state applicable to agreements entered into and to be wholly performed therein.

10. **Entire Agreement:** This Lease and the Exhibits hereto, represent the entire agreement between the parties regarding the subject matter hereof and shall be not be modified except by writing executed by the parties hereto.



Lease  
34Pinc/Wing

**Exhibit A**  
**Additional Provisions**  
**LEASE**

*Between Apricot Entertainment Inc. and Electronic Arts Productions Inc.*

1. Telephone system. Lessee will use the IBM telephone system and telephone instruments provided by Lessor on the Premise and will not install or have installed a separate telephone system, fax line, modem or direct line or use telephone units without the written permission of Lessor. Lessee will receive an invoice from Lessor verifying telephone usage. The bill will include itemized charges by extension for each call, as well as the \$35 flat fee per telephone specified in the Lease to which this Exhibit is attached. Any addition, deletions or changes to the telephone system requested by lessee will be paid in full by the Lessee and Lessor is not responsible therefor. Should the telephone system or instruments provided by Lessor become inoperative for any reason, Lessor will restore the same as soon as possible upon notification, however, Lessor is not responsible for any loss or damage to Lessee's business occasioned thereby except for negligence. Lessor shall instruct Lessee on the proper use of the telephone instruments and systems prior to occupancy.
2. No permanent signs shall be affixed to the Premises without the prior written consent of Lessor, however, Lessee shall have the right to place temporary signage to indicate the location of its office within the Premises during the Term if Lessor does not provide such identification.
3. Lessee shall not use any method of heating or air conditioning other than that supplied by Lessor without the consent of Lessor, nor shall Lessee store any flammable, combustible or hazardous materials in the Premises, as such terms are defined by law.
4. Lessee shall not alter any lock or install any new locks or bolts on the Premises without the prior consent of Lessor and shall not make duplicate keys.



Author: ccontes (EA/EASM00EA1/ccontes) at EASM  
Date: 02/07/94 11:24 AM  
Priority: Normal  
TO: Richard Johnson at Origin  
CC: Richard Johnson at Origin  
Subject: Wing Commander III - Lease

----- Message Contents -----

I have a lease here. It's only for three weeks at a building in Hollywood for casting purposes, 2-7 through 25. The checks needed are \$560 (3 weeks at \$175 week and \$35 phone) plus a \$500 security deposit. Name of Lessor: Apricot Entertainment, Inc. 940 N. Orange Drive, Hollywood, CA 90038.

I have put in a phone call to Richard Johnson at Origin to see if he has paid it (I don't remember). But the location should be added onto our standard production policy since we are engaging in production activities here.

They have sent me a 16 page lease which is overkill for a 3 week lease, and I am going to counter with a 2 pager and see what happens.

WING COMMANDER III

CAST

CAST

CAST

CAST

Sparco  
BRAND  
64440



Author: ccontes (EA/EASMO0EA1/ccontes) at EASM  
Date: 02/07/94 01:22 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
Richard Johnson at Origin  
Subject: Wing Commander - lease

----- Message Contents -----  
WC III is leasing an office in L.A. for casting from 2/7 - 2/25. Rent is \$175 per week, plus one time per telephone charge of \$35. They also agreed to a \$500 security deposit from which telephone, fax and xerox charges will be deducted upon termination.

Tracy:

Can you cut two checks: 1) \$565 for Rent for 3 weeks plus fees for 2 telephones.  
2) \$500 security deposit

And get the Lessor named as an additionally insured on our general liability insurance policy?

Lessor is:

Apricot Entertainment, Inc.  
940 Orange Drive  
Hollywood, CA 90038  
213-469-4000 Fax 213-469-5809

I would like to get the checks to them today (if possible). If not, tomorrow because we've already moved in there.

Please cc R. Johnson at Origin on all correspondence. If you need some help in pushing this through, please let Mark or me know. Thanks

MARK HAMMILL

CAST

TIM CUREY

John R. Rhy. Davis

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Author: ccontes (EA/EASM00EAL/ccontes) at EASM  
Date: 02/07/94 01:39 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
CC: Richard Johnson at Origin  
Subject: Update! I made a mistake

----- Message Contents -----

The rent is  $175 \times 3 = \$525$

plus

$35 \times 2 =$

70

For a total of \$595 (Five Hundred Ninety Five) plus the \$500 deposit.

I can't add!

CAST

Tim Curry.

John Rhy. Davis.

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BRAND  
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Author: ccontes (EA/EASM00EA1/ccontes) at EASM  
Date: 02/08/94 12:06 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
CC: Richard Johnson at Origin  
pkishna at origin  
Subject: More EAP Inc. payments/Scooter & Wing Co

----- Message Contents -----

Although neither of the following are yet executed, please cut checks and I will send with contracts as appropriate. Please let me know immediately if there is any reason we can't have them today. Thanks. We'll get this running smoothly soon!

PRIORITY:

Attached is the lease we are entering into for your records. We need the following checks \$175.00 X 3 = \$525 rent  
35.00X2= \$ 70 telephone  
\$500 X 1= \$500 deposit

\$1,095

TO: Apricot Entertainment, Inc. 940 N. Orange Drive, Hollywood CA 90038[[  
LEASEW2.DOC : 3164 in LEASEW2.DOC ]]

NEXT, attached is the casting director's contracts. Immediate checks necessary are:

\$1,500 to Nicole Arbusto  
\$1,500 to Helen Joy Dickson  
[fees for services, due 2/14]

\$100.00 to Nichole Arbusto and Helen Joy Dickson, advance against expenses

\$1,500 to Nichole Arbusto  
\$1,500 to Helen Joy Dickson  
[fees for services, due 2/21]

[[ CASTDW2.DOC : 3165 in CASTDW2.DOC ]]

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TIM CARRY.

John Rhy's Daves

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Lease  
EAPinc/Wing

### LEASE

This *LEASE* is entered into as of this 7th day of February, 1984, by and between APRICOT ENTERTAINMENT, INC. 940 N. Orange Drive, Hollywood, CA 90038 (herein "Lessor") and ELECTRONIC ARTS PRODUCTIONS, INC., 1450 Fashion Island Blvd., San Mateo, CA 94404 (herein "Tenant").

**Premises:** One (1) Room, either #120 or #103,  
at 940 N. Orange Drive,  
Los Angeles, CA 90038.

Includes 24-hour access (2 keys), janitorial services,  
furniture (as available) and parking on a first come,  
first serve basis at the designated building spaces.

**Term:** February 7, 1994 - February 25, 1994

**Holdover:** If Tenant remains on the Premises beyond  
February 25, 1994, the Lease shall continue on a  
week-to-week basis at the rate specified hereinbelow.

**Rental Fee:** \$175 per week, payable in advance of occupancy,  
receipt of which is hereby acknowledged.  
\$35, one time flat fee, per telephone for each of  
two telephones (does not include services charges)

**Facilities  
Deposit:** \$500, payable in advance of occupancy, receipt of which is  
hereby acknowledged. Said Facilities Deposit shall be  
held by Lessor as: (i) a credit against Lessee's final facilities service  
charges (telephone, telex, facsimile and Xeroxing) which shall be  
verified and presented to Lessee in writing within 30 days of  
termination or expiration of the Lease; (ii) satisfaction of each and  
every covenant or obligation of Lessee hereunder including without  
limitation the payment of rent or damages suffered by Lessor as a  
result of Lessee in connection with the Lease (if any).

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Lease  
EAPinc/Wing

**Exhibits:**

The attached Exhibit A, "Standard Terms of Lease" and Exhibit B, "Additional Provisions" are hereby incorporated into the terms of this Lease.

Agreed and Accepted as of this 7th day of January, 1994:

Apricot Entertainment, Inc.  
("Lessor")

Electronic Arts Productions Inc.

("Lessee")

MARK HAMMILL

TORVILLE

CAZ

4TH CURRY

John Rmy Davis

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**Exhibit A**  
**Standard Terms of Lease**  
**LEASE**

*Dated as of February 7, 1994 between Apricot Entertainment, Inc. and  
Electronic Arts Productions Inc.*

1. **Lessee's Obligations:** Lessee agrees to use the Premises for the purposes of establishing business offices for the casting of actors and actresses for an interactive Program and Lessee agrees that the Premises shall not be altered, repaired or changed without the written consent of Lessor nor be used for retail sales or manufacturing purposes of any kind during the Term. Lessee shall not utilize the Premises in any way which conflict with any existing fire regulations, municipal ordinances or other governmental authority, and shall conduct business in accordance with industry standards and practice and with due regard for other tenants. Lessee shall not install any heavy machinery of any kind without the express written consent of Lessor; Lessee shall not store or utilize any hazardous materials in contravention of any applicable local, state and federal statutes, order, ordinance, rules and regulations. Lessee shall return the Premises and any furnishings and fixtures therein, in the same condition as said premises were received by Lessee, save normal wear and tear.
2. **Lessor Obligations:** Lessor shall deliver the Premises suitable for their intended purposes as business offices in clean condition and good repair, and Lessor shall provide all heat, air conditioning, and electrical power and maintenance services in accordance with standard business practices. Lessor, or its representative, shall maintain the Premises in such condition throughout the Term of the Lease and shall be available to Lessee for such purposes on reasonable notice. Lessor shall comply with all applicable local, state and municipal regulations, laws and ordinances or regulations or laws established by any other governmental authority with respect to the subject matter of the Lease and the maintenance of such facilities. Lessor shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Premises together with any taxes thereon, except telephone, telex, fax and Xerox charges of which Lessor shall notify Lessee, in writing.
3. **Insurance:** During the Term, Lessee shall maintain comprehensive general liability insurance against liability for bodily injury in an amount of not less than \$1 million per occurrence and property damages in an amount not less than \$1 million per occurrence with respect to Lessee's activities on the Premises. All insurance shall be with companies licensed to do business with the Insurance Commissioner of the State of California, and Lessee shall name Lessor as an additional insured thereon in connection with the activities



of Lessee on the Premises in connection with the Lease. Nothing herein shall be deemed to grant or confer greater liability on either party in connection with property damage or bodily injury that than conferred by law with respect thereto.

4. **Hold-Over:** If Lessee hold possession of the premises after the expiration of the term of this Lease, said Lessee shall become a tenant on a week to week basis on the terms herein specified and shall continue to be such tenant until the tenancy shall have been terminated by Lessor or until the Lessee shall have given the lessor three (3) business day's notice of Lessee's intent to terminate the tenancy.

5. **Right to Inspect:** Lessor shall have the right to enter and inspect the Premises during business hours at reasonable times upon reasonable notice to inspect the Premises and make repairs as Lessor may determine.

6. **Force Majeure:** If the Premises or any substantial part thereof shall be destroyed in whole or in part by fire, earthquake or any other occurrence beyond the control of Lessor ("force majeure"), so that the Premises are no longer fit for occupancy, this Lease may be terminated by either party.

8. **Assignment:** Lessee shall not assign or transfer this Lease nor sublet all or any portion of the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

9. **Miscellaneous:** This agreement shall inure to the benefit of all parties hereto and each of their respective successors, permitted assigns, heirs and/or legal representatives. The parties agree to promptly execute and deliver to each other any future documents reasonably necessary to effectuate the provisions hereof. Any notices required to be given hereunder shall be sent first class in the United States mail, postage prepaid, addressed to the party to whom notice is being given at the address set forth above unless and until such party shall give notice to a different address. No waiver by either party of any term or provision of this Lease shall abridge said party's right thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

10. **Governing Law:** This Lease is entered into the State of California and shall be enforced and construed in accordance with the laws of said state applicable to agreements entered into and to be wholly performed therein.

11. **Entire Agreement:** This Lease and the Exhibits hereto, represent the entire agreement between the parties regarding the subject matter hereof and shall be not be modified except by writing executed by the parties hereto.

OK HAMMILL

CAST

TIM CUREY

JOHN RHYZ-DAVIES

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**Exhibit A**  
**Additional Provisions**  
**LEASE**

*Between Apricot Entertainment Inc. and Electronic Arts Productions Inc.*

1. Telephone system. Lessee will use the IBM telephone system and telephone instruments provided by Lessor on the Premise and will not install or have installed a separate telephone system, fax line, modem or direct line or use telephone units without the written permission of Lessor. Lessee will receive an invoice from Lessor verifying telephone usage. The bill will include itemized charges by extension for each call, as well as the \$35 flat fee per telephone specified in the Lease to which this Exhibit is attached. Any addition, deletions or changes to the telephone system requested by lessee will be paid in full by the Lessee and Lessor is not responsible therefor. Should the telephone system or instruments provided by Lessor become inoperative for any reason, Lessor will restore the same as soon as possible upon notification, however, Lessor is not responsible for any loss or damage to Lessee's business occasioned thereby except for negligence. Lessor shall instruct Lessee on the proper use of the telephone instruments and systems prior to occupancy.
2. No permanent signs shall be affixed to the Premises without the prior written consent of Lessor, however, Lessee shall have the right to place temporary signage to indicate the location of its office within the Premises during the Term if Lessor does not provide such identification.
3. Lessee shall not use any method of heating or air conditioning other than that supplied by Lessor without the consent of Lessor, nor shall Lessee store any flammable, combustible or hazardous materials in the Premises, as such terms are defined by law.
4. Lessee shall not alter any lock or install any new locks or bolts on the Premises without the prior consent of Lessor and shall not make duplicate keys.
- 4.



01/20/94 10:37

A FAX FROM  
**APRICOT ENTERTAINMENT, INC.**

940 N. ORANGE DRIVE ♦ HOLLYWOOD, CA 90038  
(213)469-4000 ♦ FAX: (213)469-5809

To RICHARD JOHNSON Date 1-28-94  
Company ORIGIN SYSTEMS Fax # (512) 331-0063  
From DAVID WITT

Number of pages, including this page 1

**MESSAGE:**

RICHARD,

PER DONNA DURKONS REQUEST ENCLOSED, PLEASE FIND THE CONTRACT FOR  
RENTING A CASTING OFFICE AT OUR FACILITY FEBRUARY 7 - 25, 1994.

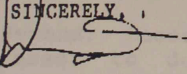
PLEASE REVIEW, SIGN AND RETURN WITH AND INSURANCE CERTIFICATE  
NAMING APRICOT ENTERTAINMENT AS ADDITIONALLY INSURED/LOSS PAYEE.

I WILL ALSO NEED TWO CHECKS:

THE FIRST SHOULD BE FOR \$560 (3 WEEKS @ \$175/WEEK AND \$35/PHONE)  
THE SECOND IS A \$500 SECURITY DEPOSIT WHICH IS REFUNDABLE AT THE  
END OF CASTING.

PLEASE CALL ME IF YOU HAVE ANY QUESTIONS

SINCERELY,

  
DAVID WITT  
VICE PRESIDENT

CC: DONNA DURKONS

OK HAMMILL  
Tom Wilson  
CAST  
Tim Curry  
John Rhy. Davis  
**Sparco**  
BRAND  
64440



APRICOT ENTERTAINMENT, INC.

OFFICE LEASE AGREEMENT

This lease, made this 28th day of January 19 94, between APRICOT ENTERTAINMENT, INC., a California corporation, herein called Lessor, and Origin Systems

hereinafter called Lessee, (it being distinctly understood and agreed that the word "Lessee" as herein used is intended to and does include the masculine, feminine and neuter gender and the singular and plural number), Witnesseth Lessor, for and in consideration of the mutual covenants herein contained, and upon the terms and conditions herein set forth, has let, leased and demised, and does by these presents let, lease and demise unto the said lessee, and said lessee in consideration thereof does hereby lease, hire and take from the lessor the premises commonly known as Room No. #120 or #103, of the premises at 940 North Orange Drive, in the City of Los Angeles and the County of Los Angeles, State of California, to be used and for no other purpose, for the term of (SEE SCHEDULE "A" ATTACHED), at the total rental of SEE SCHEDULE "A" ATTACHED, in lawful money of the United States of America, payable on the First day of every month of the term and pro-rated per day at 1/30th of the monthly rate for each additional day thereof, at the office of the building or such other place as lessor may designate.

It is mutually agreed that the above mentioned letting and taking is also upon all of the terms and conditions hereinafter set forth.

First: Lessee does hereby agree to pay the rental for said premises at the time, in the amount and in the manner herein reserved and to do and perform each and every covenant and condition contained in this lease;

Second: Lessee agrees that in the event of the inability of the lessor to deliver possession of said premises at the commencement of the term herein reserved, then and in that event the lessor shall not be liable for any damage caused thereby.

Third: If the lessee holds possession of the premises after the expiration of the term of this lease, or any renewals or extensions thereof, said lessee shall become a tenant from month to month at the rent and upon the terms herein specified, and shall continue to be such tenant from month to month until the tenancy shall be terminated by the lessor, or until the lessee shall have given to the lessor a written notice of at least one month of intention to terminate the tenancy; but nothing in this paragraph shall be construed as a consent by the lessor to the occupancy or possession of said premises by the lessee after the term hereof.

APRICOT ENTERTAINMENT, INC.

TOM WILSON

CAST

TIM CURRY

JOHN RHYAN DAVIS

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Fourth: In the event of any breach hereunder by lessee, lessor may immediately, or at any time thereafter, without notice, cure such breach for the account and at the expense of lessee.

Fifth: The agents and employees of said lessor shall have the right to enter upon said premises at all reasonable times to inspect the same to see that no damage is done and to make such repairs as said lessor may see fit.

Sixth: It is agreed that the premises are now in a tenantable and good condition and that the lessee shall take good care of the premises, and that they shall not be altered, repaired or changed without the written consent of the lessor, and that unless otherwise provided by written agreement, all alterations, improvements and changes shall be made either by, or under, the direction of the lessor, but at the cost of the lessee, and if not otherwise provided by written agreement then lessee, prior to lessee's commencement of such work, shall do the following: (I) prepare plans and specifications for such work and obtain lessor's written approval thereof; (II) enter into a written contract for the work, with a contractor satisfactory to lessor and obtain lessor's written approval thereof; and (III) furnish lessor a bond for the performance of the work and payment of claims arising therefrom which bond shall be satisfactory to lessor and shall be approved in writing by lessor; that all alterations, additions and improvements made in, to or on, the premises shall, unless otherwise provided by written agreement, be the property of the lessor and shall remain upon and be surrendered with the premises, except that lessee will ascertain from lessor within thirty days before the end of the term of this lease whether lessor desires to have the premises or any part or parts thereof restored to their condition when the premises were delivered to lessee and if lessor shall so desire then lessee shall restore said premises or such part or parts thereof before the end of the term of this lease entirely at lessee's own cost and expense. It is also agreed that all damage or injury done to the premises by the lessee, or by any person who may be in or upon the premises with the consent of the lessee, shall be paid for by the lessee.

Seventh: Lessor shall not be responsible at any time or in any event for any latent defects, deterioration or change in the condition of the demised premises, nor for damage to the same, or to any property contained therein, nor for injury to persons, whether caused by overflow or leakage upon or into the demised premises, of water, steam, gas or electricity, or by any breakage in pipes or plumbing, or breakage, leakage or obstruction of sewer pipes or other damage occasioned by water being upon or coming through the roof, skylight, trapdoors, walls, basement or otherwise; nor for damage from any other source; nor for loss of property by theft or otherwise; nor for any damage arising from any act or neglect of any co-tenant, security officer, janitor or other occupant of the same building, or of any owner or occupants of

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adjoining or contiguous property; unless the said damage, loss or injury results from the lessor's failure to use ordinary care in selecting competent employees to operate and keep in good repair the building, the elevators and other machinery and fixtures in lessor's building. Lessor shall not be obligated or required to replace or repair any plumbing in or upon the demised premises.

Eighth: Lessee shall not assign this lease, nor any right hereunder, nor sublet the premises, nor any part thereof, without the written consent of the lessor, and in the event that lessor shall give its consent in any specific instance to any assignment of this lease, or any subletting of said premises, such consent shall not at any time thereafter constitute a waiver of the provisions of this paragraph, and under no circumstances shall the lessee claim a waiver of this provision unless he has first notified the lessor in writing and received a written consent signed by the lessor giving him such privilege to assign or sublet. This lease and the interest of said lessee, or any assignee of said lessee hereunder, shall not, without the written consent of said lessor first hand and obtained, be subject to garnishment or sale under execution, in any suit or proceeding which may be brought against or by said lessee, or any assignee of said lessee, and that in the event that the lessee, or any assignee of said lessee, be adjudged a bankrupt, either by voluntary or involuntary proceedings, or shall make an assignment for the benefit of creditors, this lease shall immediately terminate at the option of said lessor and said lessor shall have the right to immediately re-enter the said premises, and in that event this lease shall not be treated as an asset of the lessee after adjudication of bankruptcy, or after such assignment for the benefit of creditors, and if the said lessee, or any assignee of said lessee, shall become insolvent or fail in business, then this lease may be terminated at the option of said lessor, in which event the said lessor shall have the right to re-enter the said premises, and in that event this lease shall not be treated as an asset of said lessee after the exercise of said option.

Ninth: It is agreed that if the building, or the above described premises, shall be destroyed by fire, or earthquake, or be so damaged thereby that they become untenable and cannot be rendered tenantable within sixty days from the date of the injury, this lease may be terminated at the option of the lessor, but in case the lessor does not terminate this lease, the lessee shall not pay the rent herein specified during the time that the premises as a whole are unfit for occupancy. If the premises should be partially damaged to the extent of not more than fifty (50) per cent, then said lessee shall pay rent in such an amount as is proportionate to the amount of space not damaged. The lessor shall be the sole judge whether such destruction or damage has caused said building or premises to become untenable so that the same cannot be rendered tenantable within sixty days from the date of the injury.

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JOHN R. DAVIS

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Tenth: It is agreed that the rules and regulations of lessor in regard to the building of which the leased premises form a part, hereinafter set forth, are expressly made a part of this lease and the lessee agrees to perform the same.

Eleventh: It is mutually agreed that in the event the said lessee shall fail to pay any rent within three (three) days after the same is due and demand has been made upon said lessee by the lessor or its agent, then and in that event the amount so due shall bear interest at the rate of ten per cent annum from and after the date said rent is due, and that in case the lessor brings an action against the lessee to enforce the payment of any rent due or to enforce any of the terms or conditions of this lease, or commences a summary actions under the Unlawful Detainer Act of the State of California for the forfeiture of this lease and/or the possession of said premises, the lessee agrees to pay to said lessor or his assigns, the sum of Fifty (\$50.00) Dollars in lawful money of the United States of America or ten (10) per cent of the rent due, whichever shall be larger, as and for the fee of the attorney of the lessor, provided always, and these presents are upon the express condition, that if default be made in the payment of the rent above reserved, or any part thereof, or if the said lessee fails or neglects to perform and observe any of the covenants or conditions herein contained to be kept by the said lessee, the lessor, or the legal representative of lessor, at any time thereafter, without notice or demand, may lawfully declare said term ended, and re-enter said demised premises, or any part thereof, either with or without process of law, and expel, remove and put out the lessee or any person or persons occupying the said premises, and may remove all personal property therefrom, using such force as may be necessary to again repossess and enjoy the said premises as before this demise, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and without liability to any person for damages sustained by reason of such removal. The subsequent acceptance of rent hereunder by the lessor shall not be deemed a waiver of any precedent breach of any covenant by the lessee, and the waiver of one breach of any covenant herein shall not constitute a waiver of any other breach. Lessor may likewise at lessor's option and in addition to any other remedies which lessor may have upon such default, failure or neglect and upon retry therefor repair, alter and change the premises as lessor may deem fit and let the premises or any part thereof from time to time at any rental and on any terms and for any part or all of the balance of the term hereof from that lessor may deem desirable in lessor's discretion; and lessor may in said letting also let the said premises for a period extending beyond the expiration of the term hereof, which shall not prejudice or invalidate any of lessor's rights in this lease reserved, but in the period beyond the term hereof shall in no event be for the account of lessee. Upon such entry the lessee shall be liable to the lessor as follows: (a) for the installments of rent and other sums falling due hereunder for

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Tim Curry

John Rhy. Davis

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the period or periods after entry during which the premises remain vacant which sums shall be payable as they become due hereunder; (b) for all expenses, including commissions, which may be incurred by lessor from time to time during the term hereof for re-letting the said premises, which expenses shall be payable as they are incurred; and (c) while said premises are subject to any lease or leases made by lessor pursuant to this paragraph, for the amount by which the monthly installments payable under such new lease or leases is less than the monthly installments of rent payable hereunder, which deficiency shall be payable monthly as the same is determined.

Twelfth: It is agreed that the lessor has reserved and shall at any and all times have the right to alter the said building of which the said demised premises are a part, or add thereto, and may for that purpose erect scaffolding and all other necessary structures, and that the lessee shall not, in that event, claim or be allowed, no paid, any damages for any injury or inconvenience occasioned thereby.

Thirteenth: On the last day of the term of the herein demised premises, or any extension or renewal thereof, or upon the sooner termination thereof, the lessee shall peaceably and quietly leave, surrender and yield to the lessor, all and singular, the demised premises, clean, and in as good condition as reasonable and proper use thereof will permit. Lessee shall also return all office keys to the Lessor.

Lessee agrees that all injury or damage of any kind or character to the demised premises, including the floors, walls, ceilings, and any alterations, additions and improvements which have been made upon the demised premises, shall be repaired by lessor and the amount expended therefor shall be paid by lessee to lessor upon demand.

Fourteenth: Lessor shall furnish lessee, without additional charge, the services for which the building containing the demised premises is equipped, to the extent that the existing facilities for such services permit.

Lessor reserves the right to suspend any such services for the purposes of inspection, repair, or for any other cause beyond lessor's control.

Lessor shall be the sole judgment of the character and amount of janitorial, security and elevator service to be supplied.

Fifteenth: It is agreed that should lessee be in default in any of the terms or conditions of this lease, then, while such default continues, neither the whole nor any part of the furniture located in said demised premises shall be removed therefrom, except with the written consent of lessor first obtained, and lessor shall have the right and privilege, at its option, to take and retain possession of said furniture, to store the same on said demised premises, or to remove said furniture from said demised premises



and store the same in such place or warehouse as may be selected by lessor, all at the expense and risk of lessee.

Sixteenth: Should the lessee attempt to pay rent, telephone, or any other charges invoiced during his occupancy with a check which "bounces" or is "returned" by the bank do to insufficient funds, lessee shall be required to pay all further invoices by cashiers check or money order. Lessee shall also be responsible to pay an additional penalty of \$20.00 to cover bank penalty.

Seventeenth: The lessee shall be liable for all taxes levied against personal property and trade fixtures placed by lessee in, on or about the herein demised premises, including but without prejudice to the generality of the foregoing shelves, counters, partitions and fixtures, and if any such taxes on lessee's personal property or trade fixtures are levied against the lessor or lessor's property, and if lessor pays the same, which lessor shall have the right to do regardless of the validity of such levy, or if the assessed value of the lessor's premises is increased by the inclusion therein of a value placed on such property of lessee and if lessor pays the taxes based on such increased assessment, which the lessor shall have the right to do, regardless of the validity thereof, lessee, upon demand shall, as the case may be, repay to lessor the taxes so levied against lessor, or the proportion of such taxes resulting from such increase in the assessment.

Eighteenth: During the term of this lease, Lessee at its own cost and expense shall obtain and maintain (1) general liability and property damage insurance in the amount of no less than \$1,000,000 (one million dollars) naming Apricot Entertainment, Inc. as additional insured thereunder, and (2) workers compensation insurance covering Lessee's employees, as required by law. Lessee shall provide Lessor with a certificate of such insurance.

Nineteenth: This agreement sets forth the entire understanding between the parties relative to the subject matter hereof, and any and all prior or contemporaneous negotiations, understandings, agreements, representations, warranties, inducements or similar communications are superseded and replaced by and/or incorporated into this agreement.

Twentieth: This agreement shall inure to the benefit of, and be binding upon all of the parties hereto and each of their respective successors, permitted assigns, heirs, executors, administrators and/or legal representatives.

Twenty-First: The parties hereto agree to promptly execute and deliver to the other such other and further documents as are reasonably necessary to effectuate or carry out the provisions of this agreement.

OK HAMMILL

Tom Wilson

CAST

Tim Currey

John Rhy. Davis

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Twenty-Second: No modification, amendment, waiver, termination, discharge or replacement of this agreement or any of its terms or provisions shall be effective for any purpose unless and until confirmed in writing executed by the duly authorized representative of the parties hereto.

Twenty-Third: Any notice required or desired to be given hereunder shall be sent first class in the United States mail, postage prepaid, addressed to the party to whom notice is being given at the address set forth above, unless and until such party shall give notice, as provided herein, of a different address.

Twenty-Fourth: No waiver by any party hereto of any term or provision of this agreement shall abridge such parties right thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

Twenty-Fifth: In the event of an action at law or in equity, or before any adjudicatory body having jurisdiction hereover, to enforce or construe any provision hereof or any right or obligation directly or indirectly created hereunder, the prevailing party shall be entitled to receive, as an element of damages, all costs and expenses paid or incurred in connection therewith, including reasonable attorney's fees.

Twenty-Sixth: This agreement is entered into in the State of California and shall be enforced and construed in accordance with the laws of said state applicable to agreements entered into and to be wholly performed therein.

Twenty-Seventh: The marginal notes as to contents of particular paragraphs herein are intended only for convenience and are in no way to be construed as a part of this lease, or as a limitation on the scope of the particular paragraphs to which they refer.

IN WITNESS WHEREOF, the said parties hereto have subscribed their names and affixed their seals, in duplicate, the day and year first hereinbefore written.

Origin Systems  
By \_\_\_\_\_  
Lessee.

Apricot Entertainment, Inc.  
By \_\_\_\_\_  
Lessor.

BOOK HANMILL

CASE

TIM CUREY

JOHN RHY. DAVES

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BR  
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#### RULES AND REGULATIONS

1. Lessee, its agents, clerks or servants, or guests shall not in any way, obstruct the sidewalks, driveways, loading areas, parking lots, entry passages, corridors, halls, stairways or elevators, or use the same in any other way than as a means of passage to and from their respective offices, nor permit anything to be done in the premises, nor bring nor keep anything therein, which will in any way increase or tend to increase the rate of fire insurance, or which will obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or which shall conflict with the regulations of the Fire Department or the fire laws or with any insurance policy on the building or any part thereof, or with any rules or ordinances established by the Board of Health; and they shall not make or permit any improper noises in the building, nor smoke in the elevators, nor throw substances of any kind out of the windows or doors, or down the passages or skylights of the building, or in the halls or passageways, nor sit on nor place anything upon the window sills, nor bring into nor keep within the building any animal, bicycle, or motorcycle; and the lessee agrees that it will pay any damages that the lessor may suffer by a violation of this clause by them, their clerks, servants or guests.

2. The sash doors, sashes, windows, glass doors, partitions, lights and skylights, that reflect or admit light into the halls or other places of the building shall not be covered or obstructed without written permission of the Lessor.

3. The restrooms, sinks, showers, toilets and urinals shall not be used for any purposes other than those for which they were constructed and no plaster of paris, sweepings, rubbish, ashes, newspaper, tampons, sanitary napkins or any other substances of any kind shall be thrown into them. Waste and excessive or unusual use of water will not be allowed.

4. No sign, advertisement, or notice shall be inscribed, painted or affixed on any part of the outside or inside of said building without the written consent of the lessor, and if such consent shall be given by lessor, any such sign, advertisement, or notice shall be inscribed, painted or affixed by lessor, but the cost of any such painting, inscribing or affixing to be charged to and paid by the lessee.

5. No contract of any kind with any towel or toilet supply company shall be entered into by the lessee without the consent of the lessor.

6. When electric wiring of any kind is introduced it must be connected as directed by the lessor, and no boring or cutting of wires will be allowed except with the consent of the lessor. The location of telephones, electric appliances, etc. shall be

ROCK HAMILTON

TOM WILSON

CAST

TIM CUREY

JOHN RHYE DAVIS

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prescribed by the lessor.

7. The lessor shall have the right to prescribe the weight, size and position of all safes and other property brought into the building, and also the times of moving the same in and out of the building; and all such moving must be done under the supervision of the lessor. The lessor will not be responsible for loss of or damage to any such safe or property from any cause; but all damage done to the building by moving or maintaining any such safe or property shall be repaired at the expense of lessee. All safes on the second or third floors shall be required to stand on timbers of such size as shall be designated by the lessor.

8. No machinery of any kind will be allowed in the building without the written consent of the lessor.

9. No additional lock or locks shall be placed by the lessee on any door in the building unless written consent of the lessor shall have first been obtained. Two keys will be furnished by the lessor. Additional duplicate keys will be charged to the lessee. Neither lessee, its agents or employees shall have any duplicate keys made without prior written consent of the lessor.

10. Lessee shall not employ any person or persons other than the janitor of the lessor for the purpose of cleaning the leased premises without the written consent of the lessor first hand and obtained. The lessor shall be in nowise responsible to lessee for any loss of property from the leased premises, however occurring, or for any damage done to the effects of lessee by the janitor or any of his employees, or by any other person or any other cause. Janitor's service will not include the beating of carpets and rugs, which when considered necessary by the lessor, shall be done by the lessee.

11. Waste and unnecessary use of electric lights or electric power is prohibited.

12. The lessor shall have the right to enter the leased premises at all reasonable hours to examine the same, to clean windows, or to make such repairs or alterations as shall be deemed necessary for the safety or preservation of the building, and also, at any time during the last month of tenancy, to exhibit the premises to be let.

13. The requirements of tenants will be attended to only upon application at the office of the building. Employees shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of lessor.

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JOHN RHYD DAVES

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14. Heat, air conditioning and power will be provided by the lessor whenever such heat, air conditioning and power shall, in the lessor's judgment, be required for the comfortable occupation of said premises. Temporary failure to furnish such heat, air conditioning or power shall not, however, be construed as an eviction of the lessee, and shall give lessee no claim for damages against lessor, and shall not justify lessee in failing to observe and perform any of the obligations under this lease; lessor shall not be liable for stoppage in heat, water, elevator or janitor service, when caused by riot, strike or accident whether preventable by lessor or not, and temporary failure to furnish such heat, water, elevator or janitor service shall not give lessee any claim for damages against lessor.

15. The premises leased shall not be used for lodging or sleeping purposes, and cooking meals are prohibited thereon.

16. The lessor reserves the right to make such other or further reasonable rules and regulations as in his judgment may from time to time be needful or desirable for the safety, care and cleanliness of the premises, and for the preservation of good order therein.

17. No tenant shall conduct directly or indirectly any auction upon the leased premises, or permit any other person to conduct an auction upon the leased premises. Lessee agrees not to store goods, wares or merchandise upon the leased premises. Lessee further agrees that said lessee will not permit gambling to be conducted in or upon the premises leased or use said premises for any immoral purpose whatsoever, or store, consume or use any intoxicating beverages in said premises in violation of any law, or permit the use, storage or consumption of any intoxicating beverages on said premises in violation of any law. Articles of unusual size or weight are not permitted in the building. Lessee agrees not to make any unusual noises in said building, or permit any of its servants, agents, guests or employees to do so; and further agrees not to play, or permit to be played, any musical instrument in the premises leased by him, or permit his servants, agents or employees to do so, and agrees not to cause any unusual odors to be produced upon said premises. Lessee further agrees to use said premises in conformity with all the laws, regulations and ordinances of the United States of America, the State of California, the City and the County wherein said premises are situate, and any national, municipal or governmental authority whatsoever.

18. Lessee and occupants must observe strict care not to leave their windows open when it rains, and for any default or carelessness in these respects or any of them, lessee shall make good all injury sustained by other tenants and to the lessor for damage to paint, plastering or other parts of the building, resulting from such default or carelessness.

MARK HANMILL

CAST

TIM CUREY

John Rhy. Davis

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19. No painting shall be done, nor shall any alterations be done to any part of the building by putting up or changing any partition or partitions, doors or doors, window or windows, nor shall there be any nailing, boring or screwing into the woodwork or plastering without the consent of the lessor or its agent.

20. All glass, locks and trimmings in or upon the doors and windows, respectively, belonging to the building, shall be kept whole and whenever any part thereof shall be broken, the same shall immediately be replaced or repaired and put in order under the direction and to the satisfaction of the lessor or its agent, and shall be left whole or in good repair, together with the same number and kind or kinds of keys as may be received by such lessee on entering upon possession of any part of said building, or during the tenancy.

21. Night Watch. After 6 p.m., and during entire weekends (provided the building is in charge of a night watchman), every person entering or leaving the building is expected to be questioned by said watchman as to his business in the building if unknown to said watchman.

22. Lessee agrees, at the termination of the tenancy, to return all keys of doors.



GUARANTEE DEPOSIT BY LESSEE

Lessor acknowledges receipt from lessee of the sum of \$ 500.00 to be held by lessor, without interest, as a non-segregated, general fund for the satisfaction of all and every covenant or obligation of lessee hereunder including, without limitation, the payment of rent or damages suffered by lessor for any reason resulting from the tenancy of said premises by lessee and the full and faithful performance of any and all covenants and agreements undertaken by lessee herein.

Lessee specifically agrees that lessor's recourse to said deposit is in addition to any and all other rights or remedies to which lessor may be entitled and lessee further agrees that promptly upon notice that all or any portion of said deposit has been expended for any valid purpose hereunder, lessee shall promptly replenish the same by immediate payment thereof to lessor. Lessee's failure to make such payment shall be deemed a material breach of this lease.

Unless lessor's name is subscribed by its officers or authorized agent immediately following this paragraph, it is understood that no deposit has been made and that the foregoing provisions are null and void.

By \_\_\_\_\_  
Lessee Date

By \_\_\_\_\_  
Lessor Date

MARK HAMMILL

10/1/90

CAST

TIM CUREY

John Rhy. Davis

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SCHEDULE "A"  
ANNEXED TO AND PART OF THE LEASE  
BETWEEN  
APRICOT ENTERTAINMENT, INC.  
and  
ORIGIN SYSTEMS

TERM OF LEASE

Origin Systems shall lease room #120 or #103 (if room #120 is not available) from February 7 - 25, 1994 at a rate of \$175 per week, plus \$35 (one time charge) per phone. This rate shall include space, 24 hour access, janitorial furniture (as available) and parking on a first come first serve basis. Xeroxes, faxes, phone calls, shall be an additional charge.

OR

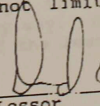
The term of this lease shall commence with the occupancy of the premises by lessee on the \_\_\_\_\_ day of \_\_\_\_\_ and continue thereafter month-to-month until the tenancy shall be terminated by the lessor upon written notice to the lessee of at least one month, or until the lessee shall have given the lessor a written notice of at least one month of intention to terminate the tenancy, at the monthly rental of \$ \_\_\_\_\_ payable on the \_\_\_\_\_

In the event lessee is still a tenant on February 1, 1995 and on each succeeding February 1st for as long as lessee remains a tenant, the monthly rental then payable by lessee shall be increased, effective February 1995 of each year, by 5% over the rent payable during the preceding year.

FACILITIES DEPOSIT

In addition, lessee shall pay to lessor at commencement of occupancy a Facilities Deposit in the amount of \$ 500.00 which shall be held by lessor as a credit against lessee's final facilities charges, including, but not limited to, telephone, telex, fax, and xerox charges.

\_\_\_\_\_  
Lessee Date

  
Lessor Date 1-28-94



SCHEDULE "B"  
ANNEXED TO AND PART OF THE LEASE  
BETWEEN  
APRICOT ENTERTAINMENT, INC.  
AND  
ORIGIN SYSTEMS

TELEPHONE SYSTEM -- It is clearly understood and agreed that the lessee will use the IBM Rolm telephone system and telephone instruments provided by Apricot Entertainment, Inc. and will not install or have installed a separate telephone system, fax line, modem or direct line, or use telephone units, other than what is provided by lessor, without the written permission of the lessor.

It is further understood and agreed that each month, lessee will receive an invoice from lessor which represents telephone usage. The bill will include itemized charges by extension for each and every call made, local and long distance, as well as a monthly charge of \$35 per phone for each IBM Rolm 120 telephone and \$50 per phone for each IBM Rolm 240 telephone used by lessee. There will also be an additional surcharge of 15% on local calls plus 30% on long distance and international calls.

Any additions, deletions or changes to the telephone system requested by lessor will be paid in full by the lessee. Lessor is not responsible for any problems arising from any additions, changes or deletions for any reason requested by the lessor.

It is agreed that the lessee has inspected and receives the telephone instruments, equipment and lines from lessor in good working condition. Lessee will be responsible for any damage, loss or theft of such telephone instruments, lines or equipment being used by or while in the possession of the lessee and will be invoiced to pay in full to lessor for such damage, loss or theft.

It is also understood and agreed, that should the telephone system or telephone instruments become in-part or in-whole inoperative for any reason, lessor will at the best of its' ability restore or have restored, the telephone system to its original condition. Lessor is not responsible for any loss, damage, theft to instruments or loss to business, monetarily or in any way. And loss or payment for loss is the sole responsibility of the lessee.

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TIM CUREY

John Remy Davis

Sparco  
BRAND  
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Lessor will be responsible to instruct lessee on the proper use of the telephone instruments whether through written or verbal instructions.

Lessee will be required to pay an additional deposit of \$-0- reflecting estimated monthly telephone charges of telephone rental and itemized calls. This telephone deposit is in addition to the security deposit and is refundable at the end of occupancy provided that all charges have been paid by lessor.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lessor

1-29-94  
\_\_\_\_\_  
Date

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Tim Curry.

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MARK HAMMILL

CASI

TIM CUREY

JOHN KIM DAVIS

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BRAND  
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Author: ccontes (EA/EASM00EA1/ccontes) at EASM  
Date: 03/10/94 04:31 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
          pkrishna at origin  
          roberts at origin  
          afoshko at origin  
Subject: Casting

----- Message Contents -----  
Casting seems to be going pretty well. All have asked for scripts and/or a synopsis. Do we have a synopsis you can fax to me?

Here's a rundown of the STAR/LEADS:

1. Mark Hammill. OFFER made of \$25,000/week/3 week guarantee. Royalty of 1.5% after following floors:

200,000	PC-CD
125,000	3DO
150,000	Floppies or any other platforms.

Asked for: (i) buyout of all rights suggested (they're holding out until he sees the contract lanaguage); (ii) CES show in Chicago. Did not offer "fee", but full expenses. Wants to know how many days (1 travel, 1 show, 1 travel?); (iii) right for use on boxes, paid ads.  
Billing: 1st Star Billing. Agent will take offer to Hamill and counter tp,prpw. We have room, deal looks imminent.

2. Chris Plummer: WANTS SCRIPT, FIRM START DATE & WRITTEN OFFER. As soon as script comes in this weekend, I will have copy delivered to ICM from LA and fax a cover letter. Offer was communicated in writing at \$50,000/1 week/FCRTT, Hotel, Per Diem, Ground Transportaiton (for work).

Tom Wilson: SET at \$10,000/week, starting about April 19. Buyout OK.

Voice Overs:

4. John Rys-Davies: SET: voice over, 3/30 @ \$10,000 + 1 week on camera = Total of \$35,000. Buyout OK; 3 voices (?); videotape session (?).

5. Alan Mandel: SET at \$2,000/voice-over/4 hours + 1 (if needed); up to 3 voices; buyout OK. videotape session OK.

6. Tim Curry: SET at \$10,000/voice-over/4-hours+ 1 (if needed); up to 3 voices OK; buyout OK; videotape session OK for non-broadcast (no tv).

6. John Shuck: (?)

I'll keep you posted as I progress. . . . .

MARK HAMMILL

Tom Wilson

Tim Curry

John Rys-Davies

Sparco  
BRAND  
64440



Author: ccontes (EA/EASM00EAl/ccontes) at EASM  
Date: 03/02/94 04:50 PM  
Priority: Normal  
TO: Richard Johnson at Origin  
cc: pkrishna at origin  
crobarts at origin  
Subject: Wing Commander-Actors

----- Message Contents -----

1. The casting directors' services end this Friday. It is impossible for them to finish all the smaller deals by this time, especially since we don't have firm start dates for everyone. Is there someone else to finish the casting/hiring task for the lesser players. Yes? Donna?

2. I'm asking AFTRA for a waiver negotiation for the establishment of "on or about" dates with a 3 days spread on either side of the given date.

3. We can expect any seasoned player to get into the intricacies and nuances of credit/billing. Here are my thoughts:

Top Three (Hammill/Plummer/Rhys-Davies):

Screen Credit guaranteed (a must), in the main titles on the equivalent of a separate card (for each, which will probably be necessary to close the deals), in the following style and position:

"STARRING"

Mark Hammill

John Rhys-Davies  
and

Christopher Plummer as "Tolwyn"

[The above gives me some negotiating leeway. For instance, I can give Plummer "Special Guest Star" (if he asks or as a throw-away for something else); I can guarantee him that he's the only one that gets character identification in the credit; I can give Mark Hammill "first position" and guarantee him that no other actor will be "above the title"; I can soothe Rhys-Davies by telling him that Plummer gets "Special Guest Star" because he's a bigger name, but that Rhys-Davies gets some prominence because he's before Plummer and also give Rhys-Davies a second credit for his voice over later or on the same card, if that's what he wants].

Now, on the equivalent of shared card, or crawl (in a size and style of type that is readable but all other characteristics in your discretion) in alphabetical order:

"FEATURING":

Jason.....  
Bernard.....Ei  
.....  
sen  
Francois.....Vagab  
Chau.....  
.....  
ond  
  
etc.

Let me know what you think about this approach.

4. Regarding the buyout, I would be stunned if the star talent agreed to integration (which is basically the right to reuse their film/tape on other product. But I want to discuss the subject AND for the money we're paying them, at least make an attempt to get it for Derivative Products (with a definite fee for reuse, if necessary). But I think we should get Remote Delivery for this price. So, we'll see what happens.

TIM CUREY  
John Rhys-Davies

Spar  
B R A  
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With respect to the other talent, we'll go for the total buyout, and see how we do.

5. With respect to participations (for Hamill only), I won't offer it up front, but will use it as a trade off to get other things, if possible. OK? When I open the royalty negotiation, I'll offer a lower percentage and higher break point than your numbers (I'm not going in with my best offer). I've never had a talent agent respond to an opening offer with, "Yes, thank you very much, I'll take it," but I will let you know if I get a first time!!!

6. I will do contracts for the big three, but hopefully, no one else will be so complicated that we can't use AFTRA member reports which the actors bring with them to the set and/or we'll provide completely filled out. I can accomplish this once the deals are set.

7. I don't want to get into the star treatment with winnebagos, etc. if we can help it but it would help if you can tell me what kind of dressing facilities will be available (they will all probably ask about it). Also, what about your plans for hairdressers and makeup. Are you planning to provide one for everybody, or will you pay for the Star's personal choice?

8. You want Mark Hamill for a promotion in June in Chicago. Do you want the other Stars?

9. We will need to get the right to put names/likeness on packaging, but NOT the obligation (if I can help it). Then you'll get into the stars requiring that their pictures be pre-approved, their images be a certain size in relation to the other stars, the title, etc. I'll keep you posted.

10. I will NOT give anyone guaranteed billing (or appearance) in paid advertising. We need again to have the right, but not the obligation.

11. Plummer will get First Class Round Trip Transportation and hotel, and will probably want 2 FCRTT (if he has a mate). Your thoughts? Can he stay where he wants or can you get some kind of a deal at a hotel. I would assume someone like him wants the Four Seasons, Beverly Wilshire Regent, or Peninsula. We also need to guarantee ground transportation and he probably will ask for limos, including to and from the airport.

This is my casting checklist. Let me know if you have any other thoughts and when we've got firmer start dates.

Thanks. Looks like it's going to be fun.

TIM CURRY

JOHN RHYD DAVES

Sp  
BR  
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Author: ccontes (EA/EASMO0EAL/ccontes) at EASM  
Date: 02/10/94 03:27 PM  
Priority: Normal  
TO: croberts at origin  
CC: Richard Johnson at Origin  
Subject: RE: Wing Commander II Casting/Can I Call

----- Message Contents -----

Looks like the middle-end of March, but Chris knows better than I do. The timing issues won't prevent us from getting a good cast, except perhaps in trying to get "star" or "name" talent, and that's always a gamble subject to so many things. Have you had a chance to consider the situation on the buy out, up front of rights from the actors and its impact on the budget? Basically, if we're going to pay day players overscale anyhow, I would like us to go for the triple scale and get the buyout. With star talent, we'll do some crediting to the extent possible. But it is more expensive and, of course, not my call!!! Let me know. Thanks.

-----  
From: Hilleman, Richard  
To: Roberts, Chris @ Origin; Contes, Carol  
Cc: Johnson, Richard @ Origin  
Subject: RE: Wing Commander II Casting/Can I Call today at 2:30?  
Date: Thursday, February 10, 1994 2:56PM

When do we think we are doing the shoot? We should in fact have at least some flexibility to work around the timing issues....

-----  
From: Contes, Carol  
To: Roberts, Chris @ Origin; Hilleman, Richard  
Cc: Johnson, Richard @ Origin  
Subject: Wing Commander II Casting/Can I Call today at 2:30?  
Date: Thursday, February 10, 1994 1:29PM

These are the issues/challenges identified this morning by our casting directors, and some proposed solutions:

We are shooting during television 'pilot season' and market conditions are working against us in LA. The recognizable types don't work for scale and are unlikely to do so if it might mean holding themselves back from a job with greater long term potential.

2. The casting of "non-star" type talent goes somewhat like this: Casting director calls agency and tells them the specifics of the part, (how many lines, role, program, and most importantly MONEY). Depending upon the latter mostly, the agencies will submit people. When they tell them "scale" (or scale + 10%), on a short shoot, it doesn't get a lot of attention in LA agencies.

3. If we are going to use talent who, for instance, might demand \$1000 - \$1,500/day (not an unreasonable fee), it does not make sense to hire them without acquiring a complete buy-out. Our Aftra agreement allows such a buy-out of interactive rights for  $485 \times 3 = \$1,455$ .

4. If we are going to hire talent who are paid substantially overscale (like stars or semi-star talent), it doesn't make any sense not to be able to credit the overscale against the buy-out, but you can't do it unless you specify it up front (it's a little complicated, but we can work out the math).

There's a few other things...along the same lines that we should discuss.  
How about a call around 2:30?

Tim Currey  
John Rhy. Davies  
Sparco  
BRAND  
64440



Gilbert?

PTO?

TRAVEL DATE? Dec 2 or 3rd

TRAVEL GOALS

CORBIN BERNSEN

LLOYD BOCHNER

SAM BOTTOMS

BEAU BRIGES

JAMES BROLIN

ROBERT CARADINE

JAMES COBURN

BRUCE DURN

FORMAT

7636

ROBERT LOWMEYER

CAROL CONTER

Tim Curry

John Rhy. Davis

Sp  
B R  
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AK HAMMILL

TOP WILSON

TIM CUREY

JOHN RHY DAVES

Sparco  
BRAND  
64440



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To:

Telephone:

Facsimile:

From:

Carol Contes  
Electronic Arts Productions Inc.  
Telephone: 415-513-7017 Facsimile: 415-571-6375

CC:

Chris Roberts, Richard Johnson, Prem Krishnan & Adam Foshko @ Origin  
Mark Day, Bryan Neider, Tracy Snodgrass, Sharon Warmboe @ EAP Inc.  
Donna Burkons

Date:

Re:

The foregoing information is confidential. If you have received this facsimile in error, please notify the sender at the above telephone number immediately. Thank you.

MARK HAMMILL

John Rhy. Davis

Sparco  
BRAND  
64440



Dm TC 31W.DOC

1450 Fashion Island Boulevard  
San Mateo, CA 94404  
Telephone 415-531-7017/ Facsimile 415-571-5375

Date: March 14, 1994

Interactive Program: "Wing Commander III"

Role: "Melek"

Artist: Cameron Music, Inc. t/s/o Tim Curry  
c/o Special Artists  
335 Maple Drive, Suite 36  
Beverly Hills, CA 90210  
Attn.: Marcia Hurwitz

Federal ID #: 95-325-7800  
Telephone: 310-859-9688  
Fax: 310-859-9020

Services:

Date of Services: March 30, 1994

Voice-Over (4 hours, plus 1 hour if needed)/up to 3 voices  
[Artist to be advised of studio location as soon as possible prior to recording session]

Compensation/Distribution:

\$10,000/ total [includes Interactive Media/Remote Delivery/Integration]

Special Provisions:

Artist agrees that Company may videotape the recording session for use within the Interactive Program to establish continuity and synchronization of voice & character. Company shall provide Artist with 2 copies of the Interactive Program for his personal use.

Billing: Per AFTRA Code.

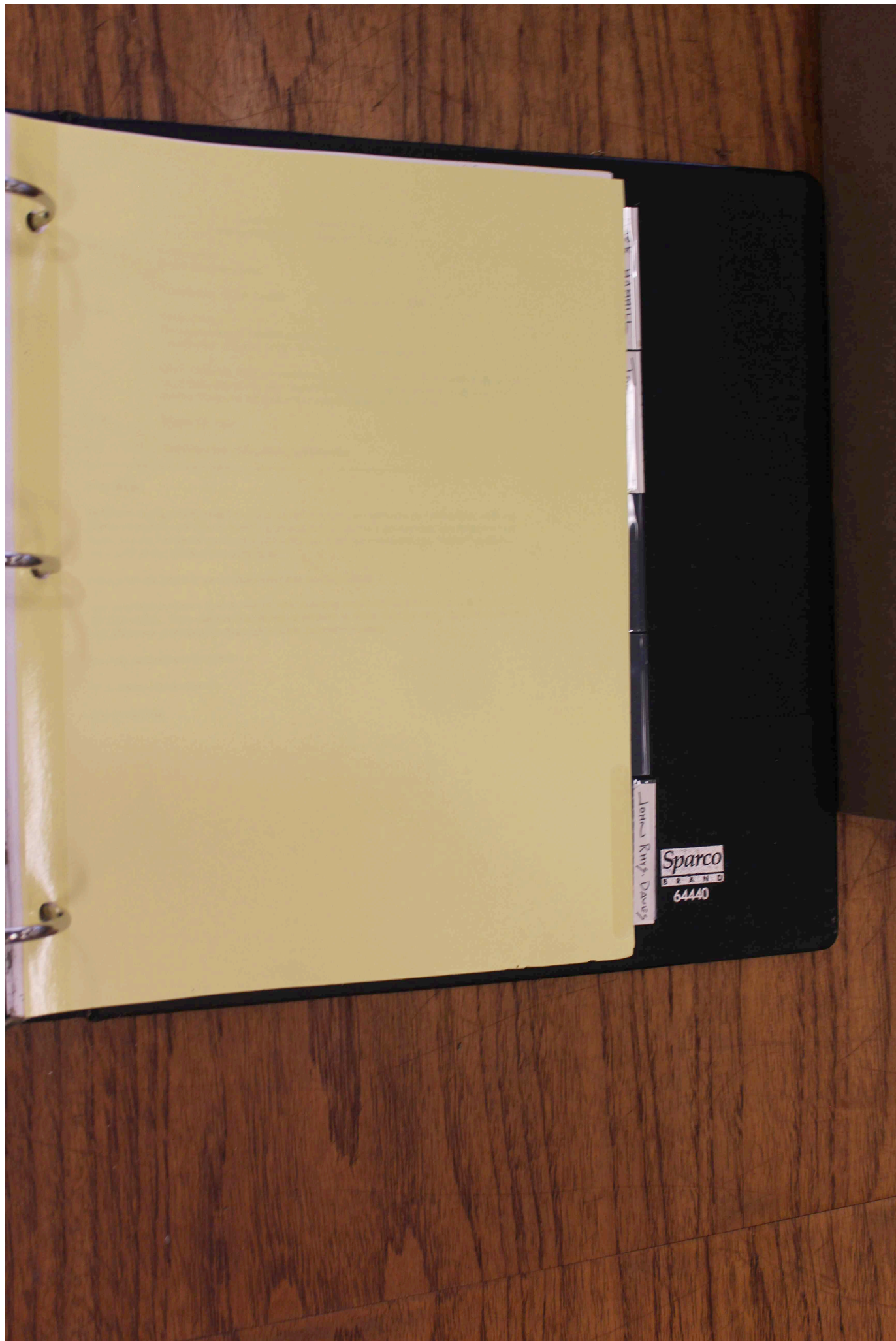
DEFINITIONS: The following terms have the following meanings therein: "Interactive" describes the attribute of digitized electronic products which enables the viewer to manipulate, affect or alter the presentation of the creative content of such product simultaneous with its use by the viewer. "Interactive Media" means: any media on which interactive product operates and through which the user may interact with such product including but not limited to personal computers, games, machines, arcade games, all CD-interactive machines and any and all analogous, similar or dissimilar microprocessor-based units and the digitized, electronic or any other formats now known or hereinafter invented which may be utilized in connection therewith. "Remote Delivery" means any system by or through which interactive product may be accessed for use from a location that is remote from the central processing unit on which the product is principally used or stored, such as an on-line service, a delivery service over cable television lines, telephone lines, microwave signals, radio waves, satellite, wireless cable or any other service or method now known or hereinafter invented for the delivery or transmission of such interactive product. "Integration" is the inclusion of any material from a performer's performance rendered under the terms of this Agreement in one or more programs for Interactive Media for which he/she is not employed to render services. "Program" is the final version of a fully-edited Interactive program for presentation to the viewer or user containing the results and proceeds of the Performer's services hereunder including all Platforms thereof; "program" specifically does not refer to the computer software code utilized in the digitization process, any type of electronic technology, patents, trademarks or any of the intellectual property rights of Producer. "Platform(s)" are the various microprocessor-based hardware including but not limited to SEGA, Nintendo and 3DO machines that utilize the appropriate compatible formats such as cartridges and disc, or any other formats of hardware which memorialize Interactive programs.

Services rendered by Artist for Company shall be governed by the provisions of the 1994 Interactive Media Agreement (the "Code") between the American Federation of Television and Radio Artists ("AFTRA") and Electronic Arts Productions Inc. Artists may not waive any provision of said AFTRA Code without the written consent of AFTRA.

John Rhy. Davis

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+●●\*▼□□□\* \*□□▲○\*▲▲\*□■

To: Russ Lyster  
Prism Entertainment  
Telephone: 310-277-3270 Facsimile: 310-203-8036

From: Carol Contes  
Electronic Arts Productions Inc.  
Telephone: 415-513-7017 Facsimile: 415-571-6375

CC: Chris Roberts, Richard Johnson, Prem Krishnan & Adam Foshko @ Origin  
Mark Day, Bryan Neider, Tracy Snodgrass, Sharon Warmboe @ EAP Inc.  
Donna Burkons, 818-785-9664; Karen Kodet 415-726-1506

Date: March 14, 1994

Re: Talisman Inc. f/s/o, John Rhys-Davies

Dear Russ:

Forthcoming is a term sheet for your client's voice-over services in connection with the above program, and a term sheet for your client's services on-camera. As soon as final dates are set for those services, I will call you. I will also forward you "sides" and/or a synopsis at the earliest possible time.

Please let me know if we are not in accord on deal terms.

Our paymaster, Karen Kodet, will be coordinating payments with the local San Francisco AFTRA office. They require that all sums be sent to them directly, and, thereafter AFTRA will disburse payments to the appropriate agents/members.

Formal contracts will follow.

Thanks and best regards.

Carol Contes

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MARK HAMILL

The foregoing information is confidential. If you have received this facsimile in error, please notify the sender at the above telephone number immediately. Thank you.



DM-JR31W.DOC  
DM-JRDOC.DOC

\*\*\*\*\*  
1450 Fashion Island Boulevard  
San Mateo, CA 94404  
Telephone 415-531-7017/ Facsimile 415-571-6375

\*\*\*\*\*  
Date: March 14, 1994

Interactive Program: "Wing Commander III"

Role: Paladin

Artist:

Talisman Inc., f/s/o  
John Rhys-Davies  
c/o Prism Entertainment  
1888 Century Park East, Suite 350  
Los Angeles, A 90067  
Attn.: Russ Lyster

Federal ID #: 95-358-1310  
Telephone: 310-277-3270  
Fax: 310-203-8036

Services to Commence:

Term: 1 Week (5 days)

Compensation/Distribution:

\$25,000/ total [includes Interactive Media/Remote Delivery/Integration]

Special Provisions:

Billing: Per AFTRA Code.

DEFINITIONS: The following terms have the following meanings therein: "Interactive" describes the attribute of digitized electronic products which enables the viewer to manipulate, affect or alter the presentation of the creative content of such product simultaneous with its use by the viewer. "Interactive Media" means: any media on which interactive product operates and through which the user may interact with such product including but not limited to personal computers, games, machines, arcade games, all CD-interactive machines and any and all analogous, similar or dissimilar microprocessor-based units and the digitized, electronic or any other formats now known or hereinafter invented which may be utilized in connection therewith. "Remote Delivery" means any system by or through which interactive product may be accessed for use from a location that is remote from the central processing unit on which the product is principally used or stored, such as an on-line service, a delivery service over cable television lines, telephone lines, microwave signals, radio waves, satellite, wireless cable or any other service or method now known or hereinafter invented for the delivery or transmission of such interactive product. "Integration" is the inclusion of any material from a performer's performance rendered under the terms of this Agreement in one or more programs for Interactive Media for which he/she is not employed to render services. "Program" is the final version of a fully-edited Interactive program for presentation to the viewer or user containing the results and proceeds of the Performer's services hereunder including all Platforms thereof; "program" specifically does not refer to the computer software code utilized in the digitization process, any type of electronic technology, patents, trademarks or any of the intellectual property rights of Producer. "Platform(s)" are the various microprocessor-based hardware including but not limited to SEGA, Nintendo and 3DO machines that utilize the appropriate compatible formats such as cartridges and discs, or any other formats of hardware which memorialize Interactive programs.

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\*\*\*\*\*  
1450 Fashion Island Boulevard  
San Mateo, CA 94404  
Telephone 415-531-7017/ Facsimile 415-671-6375

\*\*\*\*\*  
Date: March 14, 1994

Interactive Program: "Wing Commander III"

Role: "Paladin"

Artist: Talisman Inc., f/s/o  
John Rhys-Davies  
c/o Prism Entertainment  
1888 Century Park East  
Los Angeles, CA 90067  
Attn.: Russ Lyster

Federal ID #: 95-358-1310  
Telephone: 310-277-3270  
Fax: 310-203-8036

Services:

Date of Services: March 30, 1994

Voice-Over (4 hours, plus 1 hour if needed)/up to 3 voices

[Artist to be advised of studio location as soon as possible prior to recording session]

Compensation/Distribution:

\$10,000/ total [includes Interactive Media/Remote Delivery/Integration]

Special Provisions:

Billing: Per AFTRA Code.

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March 14, 1994

Via Facsimile 310-855-1719  
Mr. Paul Doherty  
Cunningham, Escott-Dipene Agency  
261 S. Robertson Blvd.  
Beverly Hills, CA 90211

Re: "Wing Commander III"

Dear Paul:

Forthcoming are copies of the form contracts (without loan-out letters) which outline the type of agreement we would expect to enter into for the above-referenced Interactive Program. "Exhibit A" is the Royalty Rider.

I look forward to talking with you soon about Mark Hammill's services and can be reached at 415-513-7017.

Thanks and best regards.

Very Truly Yours,

Carol T. Contes

CTC:ns

Enclosures:

cc/via E-mail: C. Roberts, R. Johnson; P. Krishnan & A. Foshko @ Origin  
M. Day; B. Neider; T. Snodgrass; S. Warmboe: @ EAP Inc.  
Donna Burkons, 818-785-9664.

SB: Wing III  
MH CL 3/15/94

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PERFORMER MAY NOT WAIVE ANY PROVISION OF THIS CONTRACT WITHOUT THE WRITTEN  
CONSENT OF THE AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS (AFTRA)

INTERACTIVE PROGRAM  
PERFORMER CONTRACT  
(AFTRA)

Company: Electronic Arts Productions, Inc.  
1450 Fashion Island Blvd.  
San Mateo, CA 94404

Performer:  
(c/o):

Title:

("Program")

Date Employment Starts \_\_\_\_\_ Telephone No. ( ) \_\_\_\_\_  
Role \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
Form of Employment (check one): Day Player \_\_\_ 3-Day \_\_\_ Weekly \_\_\_ Extra \_\_\_ Voice-Over/(4 hour day) \_\_\_  
Daily Rate \$ \_\_\_\_\_ Date of Performer's next engagement \_\_\_\_\_  
3 Day Rate \$ \_\_\_\_\_ Rider Attached: Yes \_\_\_ No \_\_\_  
Weekly Rate \$ \_\_\_\_\_ Remote Delivery \_\_\_ Integration \_\_\_ [Initials if acquired]  
Special Provisions (if any):

Wardrobe supplied by Performer: Yes \_\_\_ No \_\_\_  
If so, number of outfits \_\_\_\_\_ @ \$ \_\_\_\_\_  
(formal) \_\_\_\_\_ @ \$ \_\_\_\_\_

THIS CONTRACT covers the employment of the above-named Performer by Electronic Arts Productions, Inc. in the Interactive Program and at the rate of compensation set forth above and is subject to and shall include all of the applicable provisions and conditions contained or provided for in the 1994 AFTRA Interactive Agreement between AFTRA and Producer.

ACCEPTED AND AGREED:

\_\_\_\_\_  
Company Performer

Production time reports are available on the set at the end of each day, which reports shall be signed or initialed by the Performer.

NOTICE TO PERFORMERS: RETAIN A COPY OF THIS CONTRACT FOR YOUR PERMANENT RECORDS

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## ADDITIONAL TERMS AND CONDITIONS

I. GUILD: Notwithstanding any provision in this contract to the contrary, it is specifically understood and agreed by all parties hereto: (i) that they are bound by the terms and provisions of the 1994 AFTRA Interactive Media Agreement between AFTRA and Electronic Arts Productions Inc. are applicable hereto; (ii) should there be any inconsistency between said contract and the Agreement or the valid rules and regulations enacted by the American Federation of Television and Radio Artists not in derogation thereof, the Agreement and the rules and regulations of AFTRA shall prevail; but nothing in this provision shall affect terms, compensation or conditions provided for in this contract which are more favorable to members of AFTRA than the terms, compensation and conditions provided for in said Agreement; (iii) If the term of this contract is of longer duration than the term of the Agreement between AFTRA and the Producer, this contract shall be modified to conform to any agreements or modifications negotiated or agreed to in said Agreement, and the existence of this contract shall not prevent the performer from engaging in any strike or obeying any of the lawful rules and regulations of AFTRA without penalty by way of damage or otherwise, subject to mutual cancellation or termination of this contract without penalty on either side; (iii) Performer is a member of the American Federation of Television and Radio Artists, (iv) that the performer is covered by the provisions governing the AFTRA Health and Retirement Funds; (iv) all disputes and controversies of every kind and nature arising out of or in connection with this contract shall be determined by arbitration in accordance with the procedure and provisions of said Agreement.

II. SERVICES: Performer shall perform all services in accordance with Producer's instructions and directions in all matters including those involving artistic taste and judgment, and Performer shall be available and shall render services at such times and in such places as Producer may designate to the best of Performer's abilities. Producer shall not be obligated to use Performer's services or any results or proceeds thereof, nor shall Producer be obligated to produce, complete the production of, release, distribute, exhibit, advertise or exploit the Program or any part thereof. Producer shall be entitled to the maximum work or period provided by the AFTRA Agreement with respect to the services provided hereunder. If Performer fails or refuses to perform the services specified herein, or if Performer suffers any illness, injury or disability which interferes with the full performance of services hereunder, no compensation shall be payable to Performer and Producer may, in Producer's sole discretion, terminate this Contract without any further obligation to Performer.

III. DEFINITIONS: "Interactive Media" is: any media on which digitized product operates and through which the user may interact with such product including but not limited to personal computers, games, machines, arcade games, all CD-interactive machines and any and all analogous, similar or dissimilar microprocessor-based units and the electronic formats and platforms which may be utilized in connection therewith. "Remote Delivery" is any system under which digitized product may be accessed for use from a location that is remote from the central processing unit on which the product is principally used or stored, such as an on-line service, a delivery service over cable television lines, telephone lines, microwave signals, radio waves, satellite, wireless cable or any other service or method now known or hereinafter invented for the delivery or transmission of such digitized product enabling interactive use. "Integration": is the inclusion of material containing a performer's performance in an Interactive program other than the one for which the Performer is employed hereunder but does not include the use in Linear Programs. "Program" is the final version of a fully-edited Interactive product for presentation to the viewer or user, notwithstanding any variations between formats or Platforms, however, "program" does not refer to the computer software code utilized in the digitization process, any type of electronic technology, patents, trademarks or any of the intellectual property rights of Producer. "Platform(s)" are the various microprocessor-based hardware including but not limited to SEGA, Nintendo and 3DO machines that utilize the appropriate compatible formats such as cartridges and discs, or any other formats of hardware which memorialize Interactive Programs for viewer use. "Linear Programs" are those which do not possess interactive qualities whether live-action or animated, and are exhibited or transmitted to the viewer by television (UHF or VHF over-the-air broadcast, cable, satellite, or any other means or methods which may be known or hereafter invented for television reception) and/or video cassettes, video discs or any other devices used in conjunction with responding hardware to cause a presentation to be exhibited visually on the screen of a television receiver or any comparable device; and/or film projection in motion picture theaters.

IV. TRAILERS/PROMOTIONS: Producer shall have the right to utilize trailers including "teasers" (a short trailer) for the purpose of advertising and promoting the Interactive Program. The use of a performer's services in any such trailer or "teaser" shall not require the payment of additional compensation if the recording of such trailer occurs during the performer's employment in connection with the applicable Interactive Program. Otherwise, applicable scale shall be the minimum compensation for services in connection with such trailers. Notwithstanding the foregoing, any trailer which utilizes excerpts from the Interactive Program shall be limited to two scenes from the applicable Interactive Program. No use of a performer's services in a trailer shall constitute an endorsement of any service or product other than the Interactive Program(s) for which the performer was employed to render services, however, references to the hardware, platforms or Remote Delivery systems upon which the Interactive Program may operate or references to other Interactive Programs shall not be deemed an endorsement of another service or product if the Interactive Program for which Performer has been employed is clearly identified by its title in any such promotion.

All advertising, publicity and promotional information relating to the program including but not limited to Performer's role therein, shall be solely issued and controlled by Producer. Performer shall not have the right to issue or authorize any advertising, publicity, or promotional information (including but not limited to press releases) or to refer to the program in any publicity issued by Performer without the prior approval of Producer in writing. The Performer hereby consents to and grants Producer the exclusive right in and in connection with the Program and its advertising and promotion of the Program to use and license others to use Performer's name and likeness without the payment of additional compensation therefor in trailers and any and all promotional uses within the specifications of the AFTRA Agreement. Producer may exercise its such rights for trade, or for any other lawful or authorized purposes desired by Producer.

VI. SCREEN CREDIT: If Producer has agreed to accord Performer screen credit hereunder, no casual or inadvertent failure by Producer to comply therewith shall constitute a material breach of this Contract. Performer's rights and remedies in the event of a failure or omission by Producer to provide Performer the screen credit on the Program shall be limited to Performer's rights, if any, to recover damages at law, but in no event shall Performer be entitled by reason of any such breach to terminate this contract or to enjoin or restrain the distribution or exhibition of the Program.

VII. OWNERSHIP: As between Producer and Performer, Producer shall own all results and proceeds of Performer's services hereunder including any copyrights therein, and shall have all rights and privileges of ownership in the Program, subject only to the provisions of the AFTRA Agreement for the payment of additional compensation, if any. If Performer furnishes any materials hereunder in connection with her/his performance, all right title and interest in any such materials shall be deemed assigned to Producer.

VIII. REPRESENTATIONS and WARRANTIES: Performer represents and warrants that he/she has the right to enter into this agreement and fully perform all terms and conditions hereof, and that any materials furnished or provided hereunder do not violate any third party rights. Performer shall indemnify Producer for all costs, damages and expenses incurred as a result of a breach of any representation or warranty made herein.

X. RIDER: The attached "Rider", if any, properly identified with the name of Performer, is hereby incorporated into the terms of this contract, however, no terms hereof shall alter any of the minimum terms and conditions accorded to the Performer by AFTRA.

SB: Wing Commander III  
MK 3/15/94

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Exhibit A

"Net Shipments"

This "Exhibit A" is a part of the Performer Contract between \_\_\_\_\_ ("Performer") and Electronic Arts Productions Inc. ("Company") with respect to the Royalty specified in the Performer Contract.

A. Company agrees to accord Performer the following Royalty(s) in connection with the "Sales" and "Licenses" of the Program which include the results and proceeds of Performer's services hereunder, in the amount of \_\_\_\_\_ of Net Shipments in excess of the following:

<u>Units</u>	<u>Platform</u>
_____	PC-CD
_____	3DO
_____	Floppies
_____	Any Other Platform

The Royalties specified hereinabove shall be computed and defined in accordance with the definitions and procedures specified in this Exhibit A "Net Shipments."

B. Definitions:

The following terms shall have the following meanings:

(i) "Affiliate" of Company means any company that controls, is controlled by or is under common control of Company, where "control" means the power to control the composition of the board of directors of Company, the possession of more than half of the voting equity share capital or the ability to consolidate such party's financial statements with those of Company in accordance with generally accepted accounting principles.

(ii) "Sales" means all transactions pursuant to which Company or its Affiliates distribute physical copies of the Program. Sales also includes all transactions pursuant to which Company authorizes any third party to assemble physical copies of the Program, without change or enhancement except for the purposes of localization, and pursuant to which such third party purchases the unique product components for the Program for the purposes of assembling and distributing the Program.

(iii) "Licenses" means all transactions pursuant to which Company or its Affiliates authorize any third party to reproduce and distribute physical copies of any Program.



(iv) "*Net Shipments*" means the total invoice amount for all copies of the Program shipped by Company or its Affiliates (in the case of Sales) or the total receipts from any license of the Program actually received by Company (in the case of Licenses), less (in the case of Sales) the following amounts, in each case either allocated from Company's total such expenses or, in certain instances where it is practical to measure such expenses on a per-title basis, attributable to the Program:

(a) *Sales Force*. Commissions, similar fees, compensation and related costs paid to sales representatives or rack services.

(b) *Marketing Development Fund*. The amounts actually expended by Company and its Affiliates on in-store, point of sale and similar promotions.

(c) *Co-op Advertising*. Cooperative advertising and similar promotional amounts (such as credits, cash discounts, rebates, promotional allowances or similar items to customers), as well as any invoiced amounts for copies supplied for promotional purposes to the press, trade, sales representatives or potential customers.

(d) *Freight*. Freight paid by Company or its Affiliates for shipments.

(e) *Bad Debt*. Bad debt written off by Company or its Affiliates for financial statement purposes, reduced by any collections against any previously written off bad debt.

(f) *Returns*. A reserve for returns and price protection, whether returned as defective, overstock or otherwise, such as credits, refunds or allowances for returns or price protection, less such reserve for such a prior period to the extent not credited against actual returns or price protection.

(g) *Replacements and Revisions*. Any invoiced amounts for copies of the Program, provided as replacements or revisions (but not as back-ups), whether provided under a warranty or maintenance policy or otherwise.

(h) *Currency Exchange Fees*. Any currency exchange fees incurred by Company with respect to invoiced amounts other than in United States dollars.

(i) *Receipts from Distress Sales*. Any amounts invoiced in any "distress sale" of the Programs which is a Sale for the primary purpose of reducing inventory which is made at a price less than or equal to thirty percent (30%) of the most recently announced wholesale price of Company.

(j) *Unrepatriated Amounts*. A reserve for amounts that cannot be repatriated to the United States because of currency control or similar laws, less any amounts previously reserved against release from such controls.

The amounts deducted under items (a) through (j) above will be reasonable and consistent with the amounts customarily paid in the industry (except as set forth in items (f) and (i) above). In addition, in calculating Net Shipments, the following will apply:

(k) *Combination with Other Products*. If any Program is marketed with other Programs in a package for a single price, the Net Shipments attributable to the Program will be determined by prorating the Net Shipments for the package according to the suggested retail prices or values established by Company for the separate Programs contained in the package, whether or not such Programs are



marketed separately, provided that such prices or values are reasonably related to the values, marketing potentials or costs of the separate Programs and are consistent with prices customarily charged in the industry.

(l) *Foreign Exchange.* Amounts invoiced or received by Company in foreign currencies will be deemed converted into United States dollars at the average exchange rates used by Company in its financial statements for the month of invoice or receipt, as appropriate.

(m) *Advances.* In the case of Licenses, amounts received as refundable advances against future payment obligations will be deemed received only as shipments are made against such advances.

C. *Reports and Payments.* Within forty-five (45) days of the close of each calendar quarter ending during such period, Company will furnish to Performer a report indicating: (i) the Net Shipments for the quarter ended two (2) months prior to the end of such calendar quarter (for Sales and Classic Sales) and for such calendar quarter (for Licenses), as well as an accounting of all deductions used in calculating such Net Shipments; (ii) a calculation of the payments, if any, due or credited to Performer for such period; and (iii) any adjustments in payments due Performer with respect to such period. At the time of each such report, Company will pay Performer the net amount of payments due.

D. *Inspection; Payments Final.* Within sixty (60) days after Performer's written request to Company, Performer's certified public accounting firm (or a certified public accountant who is retained by Performer on other than a contingent fee basis and who is reasonably acceptable to Company, at the election of Performer), may, no more often than once for each calendar year and at Performer's expense (except as provided below), inspect the records of Company or its Affiliates on which Company's reports are based, provided that such accounting firm will hold such records in strict confidence except as necessary to report to Performer and Company on the accuracy of Company's reports. Company's determination of the payments due Performer under this agreement will be deemed conclusive unless, within eighteen (18) months after the date of payment, Performer notifies Company in writing of any error in such payments disclosed by Company's reports, by an inspection by such accounting firm or otherwise. If such an inspection shows that Company has understated the amount due Performer by more than ten percent (10%) for any calendar year, Company will pay, in addition to the amount due, the accounting firm's fees up to an amount equal to the understatement.

End



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# Fax Cover Sheet

DATE: March 13, 1994  
TIME: 2:41 PM  
TO: Tracy Steinsapir  
[Company Name] PHONE: 310-824-6300  
FAX: 310-824-6343  
FROM: Carol T. Contes  
Electronic Arts Productions Inc. PHONE: 415-513-7017  
FAX: 415-571-6375  
RE: TOM WILSON  
PAGES: 2

Dear Tracy:

Forthcoming is a deal memo outlining the terms of the engagement of Tom Wilson in "Wing Commander III" as "Maniac". I still do not have a firm start date for Tom, but the production will take place during the weeks of April 19 - May 5. Thank you for working with us on this. I will give you the firm date just as soon as it is set.

I will forward you "sides" and/or synopsis at the beginning of next week for your client.

Please let me know if we are in accord on the deal terms.

We will be using AFTRA "member reports" on this production and our paymaster, Karen Kodet, will be coordinating payments with the local San Francisco AFTRA office. They require that all sums be sent to them directly and thereafter AFTRA will disburse payments to the appropriate agents/members.

Best regards.

Carol

cc with enclosure: Chris Roberts, Richard Johnson, Prem Krishnan, Adam Foshko @ Origin (via E-mail); Mark Day, Tracy Snodgrass, Sharon Warmboe, Bryan Neider @ EAPinc. (via E-mail); Karen Kodet (415-726-1506); Donna Burkons (818-785-9664)



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1450 Fashion Island Boulevard  
San Mateo, CA 94404  
Telephone 415-631-7017/ Facsimile 415-671-6375

Date: March 14, 1994

Interactive Program: "Wing Commander III"

Role: "Maniac"

Artist:

Dusty Tuba Entertainment, f/s/o  
Tom Wilson  
c/o Writers & Artists  
924 Westwood Blvd., #900  
Los Angeles, CA 90024  
Attn.: Tracey Steinsapir

Federal ID #: 95-399-8530  
Telephone: 310-824-6300  
Fax: 310-824-6343

Services to Commence:

Term: 1 Week (5 days)

Compensation/Distribution:

\$10,000/ total [includes Interactive Media/Remote Delivery/Integration]

Special Provisions:

Billing: Per AFTRA Code.

DEFINITIONS: The following terms have the following meanings therein: "Interactive" describes the attribute of digitized electronic products which enables the viewer to manipulate, affect or alter the presentation of the creative content of such product simultaneous with its use by the viewer. "Interactive Media" means: any media on which interactive product operates and through which the user may interact with such product including but not limited to personal computers, games, machines, arcade games, all CD-interactive machines and any and all analogous, similar or dissimilar microprocessor-based units and the digitized, electronic or any other formats now known or hereinafter invented which may be utilized in connection therewith. "Remote Delivery" means any system by or through which interactive product may be accessed for use from a location that is remote from the central processing unit on which the product is principally used or stored, such as an on-line service, a delivery service over cable television lines, telephone lines, microwave signals, radio waves, satellite, wireless cable or any other service or method now known or hereinafter invented for the delivery or transmission of such interactive product. "Integration" is the inclusion of any material from a performer's performance rendered under the terms of this Agreement in one or more programs for Interactive Media for which he/she is not employed to render services. "Program" is the final version of a fully-edited Interactive program for presentation to the viewer or user containing the results and proceeds of the Performer's services hereunder including all Platforms thereof; "program" specifically does not refer to the computer software code utilized in the digitization process, any type of electronic technology, patents, trademarks or any of the intellectual property rights of Producer. "Platform(s)" are the various microprocessor-based hardware including but not limited to SEGA, Nintendo and 3DO machines that utilize the appropriate compatible formats such as cartridges and discs, or any other formats of hardware which memorialize Interactive programs.

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Project: Wing3

OPEN

Main List (GVR 4.1-6.0) 00000-10

THRONE HALL

TOLLYN'S OFFICE VESTIB



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~~Maybe~~

~~Tilings  
to be  
be done  
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on~~

~~Maybe~~



Project: Wing3  
Sequence: OPEN

OPEN

Main List (GVG 4.1 - 6.0) - page 2 of 8  
Fri Aug 10 1994 6:59 PM



4252

TITLE: 1 - OPENING W/V1

FCM: NON-DROP FRAME

001 AX V C 00:00:00:00 00:00:10:00 00:59:30:00 00:59:40:00  
FROM CLIP NAME: <GENERATED TITLE MEDIA>

002 BL V C 00:00:00:00 00:00:16:00 00:59:40:00 00:59:56:00

003 AX V C 00:00:00:00 00:00:01:29 00:59:56:00 00:59:57:29  
FROM CLIP NAME: 8/9/94 11.04PM (WITH ALPHA)

004 17 V C 17:38:32:28 17:38:33:00 00:59:57:29 00:59:58:01  
M2 17 000.0 17:38:32:28

FROM CLIP NAME: 1T - 2

FREEZE FRAME

005 BL V C 00:00:00:00 00:00:01:29 00:59:58:01 01:00:00:00

006 1 V C 05:03:00:00 05:03:10:00 01:00:00:00 01:00:10:00

FROM CLIP NAME: ALL MUSIC FROM GEORGE BLACK

007 1 V C 05:03:00:00 05:03:14:00 01:00:10:00 01:00:24:00

FROM CLIP NAME: ALL MUSIC FROM GEORGE

008 1 V C 05:03:00:00 05:03:53:21 01:00:24:00 01:01:17:21

FROM CLIP NAME: ALL MUSIC FROM GEORGE

009 1 V C 05:03:00:00 05:03:20:22 01:01:17:21 01:01:38:13

FROM CLIP NAME: ALL MUSIC FROM GEORGE

010 1 V C 05:03:00:00 05:03:06:20 01:01:38:13 01:01:45:03

FROM CLIP NAME: ALL MUSIC FROM GEORGE

011 1 V C 05:03:00:00 05:03:20:20 01:01:45:03 01:02:05:23

FROM CLIP NAME: ALL MUSIC FROM GEORGE

012 12 V C 12:24:43:22 12:24:47:11 01:02:05:23 01:02:09:12

FROM CLIP NAME: 1K - 3

013 12 V C 12:04:43:11 12:04:47:01 01:02:09:12 01:02:13:02

FROM CLIP NAME: 1E - 3

014 12 V C 12:07:57:21 12:08:03:04 01:02:13:02 01:02:18:15

FROM CLIP NAME: 1F - 2

015 11 V C 11:30:25:19 11:30:28:14 01:02:18:15 01:02:21:10

FROM CLIP NAME: 1 - 7

016 14 V C 14:18:51:18 14:18:53:10 01:02:21:10 01:02:23:02

FROM CLIP NAME: 1R - 3

017 12 V C 12:08:07:14 12:08:12:18 01:02:23:02 01:02:28:06

FROM CLIP NAME: 1F - 2

018 11 V C 11:40:34:07 11:40:43:05 01:02:28:06 01:02:37:04

FROM CLIP NAME: 1B - 3

019 14 V C 14:20:01:10 14:20:03:06 01:02:37:04 01:02:39:00

FROM CLIP NAME: 1S - 1

020 14 V C 14:15:16:26 14:15:19:16 01:02:39:00 01:02:41:20

FROM CLIP NAME: 1P - 3

021 12 V C 12:05:13:21 12:05:20:19 01:02:41:20 01:02:48:18

FROM CLIP NAME: 1E - 3

022 12 V C 12:05:20:18 12:05:24:12 01:02:48:18 01:02:52:12

FROM CLIP NAME: 1E - 3

023 11 V C 11:40:59:20 11:41:02:21 01:02:52:12 01:02:55:13

FROM CLIP NAME: 1B - 3

024 17 V C 17:40:02:20 17:40:05:13 01:02:55:13 01:02:58:06

FROM CLIP NAME: 1U - 1

025 14 V C 14:20:08:22 14:20:10:11 01:02:58:06 01:02:59:25

FROM CLIP NAME: 1S - 1

026 11 V C 11:31:06:03 11:31:13:19 01:02:59:25 01:03:07:11

FROM CLIP NAME: 1 - 7



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4252

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SEP-01-1994 16:20

P.002/008

P.003/008



Project: Wing3  
Sequence: OPEN

OPEN

Main List (GVG 4.1 - 6.0) - page 3 of 8

Main List (GVG 4.1 - 6.0) - page 1 of 8  
Fri, Aug 19, 1994 6:59 PM

OPEN

GVG SUPER EDIT V7.0E VPE-131 S18358 ELECTRONIC ARTS  
NDROP FRAME CODE

Frame	Code	Start Time	End Time	Duration
0001 1	V C	05:03:00:00	05:03:10:00	01:00:00:00
*ALL MUSIC FROM GEORGE				
0002 1	V C	05:03:00:00	05:03:14:00	01:00:10:00
*ALL MUSIC FROM GEORGE				
0003 1	V C	05:03:00:00	05:03:53:21	01:00:24:00
ALL MUSIC FROM GEORGE				
0004 1	V C	05:03:00:00	05:03:20:22	01:01:17:21
ALL MUSIC FROM GEORGE				
0005 1	V C	05:03:00:00	05:03:06:20	01:01:38:13
ALL MUSIC FROM GEORGE				
0006 1	V C	05:03:00:00	05:03:20:20	01:01:45:03
ALL MUSIC FROM GEORGE				
0007 12	V C	12:24:43:22	12:24:47:11	01:02:05:23
* 1K - 3				
0008 12	V C	12:04:43:11	12:04:47:01	01:02:09:12
* 1E - 3				
0009 12	V C	12:07:57:21	12:08:03:04	01:02:13:02
* 1F - 2				
0010 11	V C	11:30:25:19	11:30:28:14	01:02:18:15
* 1 - 7				
0011 14	V C	14:18:51:18	14:18:53:10	01:02:21:10
* 1R - 3				
0012 12	V C	12:08:07:14	12:08:12:18	01:02:23:02
* 1F - 2				
0013 11	V C	11:40:34:07	11:40:43:05	01:02:28:06
* 1B - 3				
0014 14	V C	14:20:01:10	14:20:03:06	01:02:37:04
* 1S - 1				
0015 14	V C	14:15:16:26	14:15:19:16	01:02:39:00
* 1P - 3				
0016 12	V C	12:05:13:21	12:05:20:19	01:02:41:20
* 1E - 3				
0017 12	V C	12:05:20:18	12:05:24:12	01:02:48:18
* 1E - 3				
0018 11	V C	11:40:59:20	11:41:02:21	01:02:52:12
* 1B - 3				
0019 17	V C	17:40:02:20	17:40:05:13	01:02:55:13

A01

A02

A03

A04

A05

A06

A07

A08

A09

A10

A11

A12

A13

A14

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A18

A19

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P.001/008

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Project: Wing3  
Sequence: OPEN

Main List (GVG 4.1 - 6.0) - page 3 of 8  
Fri, Aug 19, 1994 6:59 PM

\* 1G - 2

0040 11 V C 11:56:38:14 11:56:40:27 01:04:24:29 01:04:27:12 A40

\* 1D - 2

0041 1 V C 05:03:00:00 05:03:05:04 01:04:27:12 01:04:32:16 A41

ALL MUSIC FROM GEORGE

0042 1 V C 05:03:00:00 05:03:10:27 01:04:32:16 01:04:43:13 A42

ALL MUSIC FROM GEORGE

0043 29 V C 06:50:14:18 06:50:18:07 01:04:43:13 01:04:47:02 A43

\* 2B - 1

0044 29 V C 06:34:10:00 06:34:17:18 01:04:47:02 01:04:54:20 A44

\* 2 - 2

0045 30 V C 07:34:25:27 07:34:31:06 01:04:54:20 01:04:59:29 A45

\* 2F - 4

0046 30 V C 07:14:32:16 07:14:38:07 01:04:59:29 01:05:05:20 A46

\* 2D - 1

0047 30 V C 07:34:34:27 07:34:38:09 01:05:05:20 01:05:09:02 A47

\* 2F - 4

0048 30 V C 07:12:54:25 07:12:58:23 01:05:09:02 01:05:13:00 A48

\* 2C - 9

0049 30 V C 07:20:06:03 07:20:11:29 01:05:13:00 01:05:18:26 A49

\* 2E - 2

0050 29 V C 06:41:47:12 06:41:52:12 01:05:18:26 01:05:23:26 A50

\* 2A - 4

0051 30 V C 07:34:51:15 07:34:56:09 01:05:23:26 01:05:28:20 A51

\* 2F - 4

0052 29 V C 06:46:16:10 06:46:22:13 01:05:28:20 01:05:34:23 A52

\* 2B - 2

0053 30 V C 07:15:11:27 07:15:14:16 01:05:34:23 01:05:37:12 A53

\* 2D - 1

0054 30 V C 07:35:01:29 07:35:05:22 01:05:37:12 01:05:41:05 A54

\* 2F - 4

0055 30 V C 07:15:05:06 07:15:08:19 01:05:41:05 01:05:44:18 A55

\* 2D - 1

0056 30 V C 07:26:17:28 07:26:24:24 01:05:44:18 01:05:51:14 A56

\* 2E - 5

0057 29 V C 06:42:14:12 06:42:17:24 01:05:51:14 01:05:54:26 A57

\* 2A - 4

0058 30 V C 07:35:16:06 07:35:19:19 01:05:54:26 01:05:58:09 A58

\* 2F - 4

0059 30 V C 07:15:23:29 07:15:28:25 01:05:58:09 01:06:03:06 A59

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P.003/008



Project: Wing3  
Sequence: OPEN

Main List (GVG 4.1 - 6.0) - page 4 of 8  
Fri, Aug 19, 1994 6:59 PM

\* 2D - 1

0060 29 * 2 - 2	V	C	06:35:10:02 06:35:13:07 01:06:03:06 01:06:06:11	A01
0061 1 ALL MUSIC FROM GEORGE	V	C	05:03:00:00 05:03:15:05 01:06:06:11 01:06:21:16	A02
0062 49 * 3-2	V	C	03:37:34:29 03:37:37:18 01:06:21:16 01:06:24:05	A03
0063 50 * 3G - 3	V	C	04:14:42:01 04:14:43:26 01:06:24:05 01:06:26:00	A04
0064 49 * 3B-2	V	C	03:46:37:18 03:46:41:17 01:06:26:00 01:06:29:29	A05
0065 50 * 3F - 3	V	C	04:09:43:02 04:09:45:19 01:06:29:29 01:06:32:16	A06
0066 49 * 3A-3	V	C	03:41:43:03 03:41:55:04 01:06:32:16 01:06:44:17	A07
0067 50 * 3G - 3	V	C	04:15:28:09 04:15:31:05 01:06:44:17 01:06:47:13	A08
0068 49 * 3B-2	V	C	03:46:58:17 03:47:00:24 01:06:47:13 01:06:49:20	A09
0069 50 * 3F - 3	V	C	04:10:04:01 04:10:07:12 01:06:49:20 01:06:53:01	A10
0070 49 * 3A-4	V	C	03:43:46:16 03:43:50:13 01:06:53:01 01:06:56:28	A11
0071 50 * 3G - 3	V	C	04:15:12:26 04:15:17:16 01:06:56:28 01:07:01:18	A12
0072 49 * 3B-2	V	C	03:47:11:17 03:47:20:11 01:07:01:18 01:07:10:12	A13
0073 49 * 3-1	V	C	03:36:31:08 03:36:37:24 01:07:10:12 01:07:16:28	A14
0074 50 * 3E - 2	V	C	04:03:08:27 04:03:11:20 01:07:16:28 01:07:19:21	A15
0075 49 * 3D-4	V	C	03:56:42:01 03:56:48:13 01:07:19:21 01:07:26:03	A16
0076 AX MONITOR FOR TL OFFICE REFLECT BLAIR	V	C	00:00:09:14 00:00:14:23 01:07:26:03 01:07:31:12	A17
0077 49 * 3C-4	V	C	03:52:11:06 03:52:20:12 01:07:31:12 01:07:40:18	A18
0078 50 * 3E - 3	V	C	04:04:36:08 04:04:38:20 01:07:40:18 01:07:43:00	A19
0079 49	V	C	03:56:59:27 03:57:04:06 01:07:43:00 01:07:47:09	A20

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STATION INTERVIEW

76



Project: Wing3  
Sequence: OPEN

Main List (GVG 4.1 - 6.0) - page 4 of 8  
Fri, Aug 19, 1994 6:59 PM

\* 2D - 1

0060 29 * 2 - 2	V	C	06:35:10:02 06:35:13:07 01:06:03:06 01:06:06:11	A01	③
0061 1 ALL MUSIC FROM GEORGE	V	C	05:03:00:00 05:03:15:05 01:06:06:11 01:06:21:16	A02	1735
0062 49 * 3-2	V	C	03:37:34:29 03:37:37:18 01:06:21:16 01:06:24:05	A03	
0063 50 * 3G - 3	V	C	04:14:42:01 04:14:43:26 01:06:24:05 01:06:26:00	A04	
0064 49 * 3B-2	V	C	03:46:37:18 03:46:41:17 01:06:26:00 01:06:29:29	A05	
0065 50 * 3F - 3	V	C	04:09:43:02 04:09:45:19 01:06:29:29 01:06:32:16	A06	
0066 49 * 3A-3	V	C	03:41:43:03 03:41:55:04 01:06:32:16 01:06:44:17	A07	
0067 50 * 3G - 3	V	C	04:15:28:09 04:15:31:05 01:06:44:17 01:06:47:13	A08	
0068 49 * 3B-2	V	C	03:46:58:17 03:47:00:24 01:06:47:13 01:06:49:20	A09	
0069 50 * 3F - 3	V	C	04:10:04:01 04:10:07:12 01:06:49:20 01:06:53:01	A10	
0070 49 * 3A-4	V	C	03:43:46:16 03:43:50:13 01:06:53:01 01:06:56:28	A11	
0071 50 * 3G - 3	V	C	04:15:12:26 04:15:17:16 01:06:56:28 01:07:01:18	A12	
0072 49 * 3B-2	V	C	03:47:11:17 03:47:20:11 01:07:01:18 01:07:10:12	A13	
0073 49 * 3-1	V	C	03:36:31:08 03:36:37:24 01:07:10:12 01:07:16:28	A14	
0074 50 * 3E - 2	V	C	04:03:08:27 04:03:11:20 01:07:16:28 01:07:19:21	A15	
0075 49 * 3D-4	V	C	03:56:42:01 03:56:48:13 01:07:19:21 01:07:26:03	A16	
0076 AX MONITOR FOR TL OFFICE REFLECT BLAIR	V	C	00:00:09:14 00:00:14:23 01:07:26:03 01:07:31:12	A17	76
0077 49 * 3C-4	V	C	03:52:11:06 03:52:20:12 01:07:31:12 01:07:40:18	A18	
0078 50 * 3E - 3	V	C	04:04:36:08 04:04:38:20 01:07:40:18 01:07:43:00	A19	
0079 49	V	C	03:56:59:27 03:57:04:06 01:07:43:00 01:07:47:09	A20	

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P.004/008

SEP-01-1994 16:21

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Project: Wing3  
Sequence: OPEN

Main List (GVG 4.1 - 6.0) - page 6 of 8  
Fri, Aug 19, 1994 6:59 PM

Track	Type	Channel	Start Time	End Time	Start Time	End Time	Label
* 5C - 4							
0100 10	V	C	10:24:59:19	10:25:02:14	01:09:39:18	01:09:42:13	A07
* 5D - 3							
0101 10	V	C	10:10:44:07	10:10:46:12	01:09:42:13	01:09:44:18	A08
* 5B - 4							
0102 10	V	C	10:18:35:15	10:18:38:23	01:09:44:18	01:09:47:26	A09
* 5C - 4							
0103 10	V	C	10:10:49:19	10:10:51:20	01:09:47:26	01:09:49:27	A10
* 5B - 4							
0104 10	V	C	10:07:47:11	10:07:51:16	01:09:49:27	01:09:54:02	A11
* 5A - 4							
0105 10	V	C	10:23:18:27	10:23:21:28	01:09:54:02	01:09:57:03	A12
* 5D - 2							
0106 10	V	C	10:18:48:08	10:18:53:16	01:09:57:03	01:10:02:11	A13
* 5C - 4							
0107 10	V	C	10:25:24:18	10:25:26:17	01:10:02:11	01:10:04:10	A14
* 5D - 3							
0108 10	V	C	10:15:44:03	10:15:48:22	01:10:04:10	01:10:08:29	A15
* 5C - 3							
0109 10	V	C	10:25:32:07	10:25:34:29	01:10:08:29	01:10:11:21	A16
* 5D - 3							
0110 10	V	C	10:19:03:19	10:19:12:26	01:10:11:21	01:10:20:28	A17
* 5C - 4							
0111 10	V	C	10:23:39:02	10:23:44:29	01:10:20:28	01:10:26:25	A18
* 5D - 2							
0112 10	V	C	10:16:06:27	10:16:12:20	01:10:26:25	01:10:32:18	A19
* 5C - 3							
0113 10	V	C	10:23:51:22	10:23:53:10	01:10:32:18	01:10:34:06	A20
* 5D - 2							
0114 10	V	C	10:16:15:22	10:16:21:06	01:10:34:06	01:10:39:20	A21
* 5C - 3							
0115 10	V	C	10:23:57:06	10:23:59:26	01:10:39:20	01:10:42:10	A22
* 5D - 2							
0116 10	V	C	10:16:23:26	10:16:25:24	01:10:42:10	01:10:44:08	A23
* 5C - 3							
0117 10	V	C	10:26:06:01	10:26:09:24	01:10:44:08	01:10:48:01	A24
* 5D - 3							
0118 10	V	C	10:19:39:13	10:19:41:16	01:10:48:01	01:10:50:04	A25
* 5C - 4							
0119 10	V	C	10:24:14:12	10:24:23:06	01:10:50:04	01:10:58:28	A26

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P.006/008

SEP-01-1994 16:22



Project: Wing3  
Sequence: OPEN

Main List (GVG 4.1 - 6.0) - page 5 of 8  
Fri, Aug 19, 1994 6:59 PM

\* 3D-4

0080 50 V C  
\* 3E - 3

04:04:56:09 04:05:01:17 01:07:47:09 01:07:52:17 A21

0081 49 V C  
\* 3D-3

03:56:19:11 03:56:22:19 01:07:52:17 01:07:55:25 A22

0082 49 V C  
\* 3-2

03:38:58:26 03:39:01:27 01:07:55:25 01:07:58:26 A23

0083 1 V C  
ALL MUSIC FROM GEORGE

05:03:00:00 05:03:05:00 01:07:58:26 01:08:03:26 A24

0084 4 V C  
\* 4 - 3

04:07:11:17 04:07:17:25 01:08:03:26 01:08:10:04 A25

0085 4 V C  
\* 4 - SLATE 901

04:40:54:04 04:41:00:25 01:08:10:04 01:08:16:25 A26

0086 4 V C  
\* 4C - 2

04:09:49:07 04:09:52:10 01:08:16:25 01:08:19:28 A27

0087 4 V C  
\* 4 - SLATE 901

04:40:53:15 04:41:01:29 01:08:19:28 01:08:28:12 A28

0088 4 V C  
\* 4D - 2

04:12:53:03 04:12:58:08 01:08:28:12 01:08:33:17 A29

0089 4 V C  
\* 4 - SLATE 901

04:40:55:02 04:41:04:06 01:08:33:17 01:08:42:21 A30

0090 4 V C  
\* 4 - 3

04:07:49:13 04:07:57:12 01:08:42:21 01:08:50:20 A31

0091 1 V C  
ALL MUSIC FROM GEORGE

05:03:00:00 05:03:05:00 01:08:50:20 01:08:55:20 A32

0092 4 V C  
\* 4C - 2

04:10:23:02 04:10:28:06 01:08:55:20 01:09:00:24 A33

0093 1 V C  
ALL MUSIC FROM GEORGE

05:03:00:00 05:03:10:20 01:09:00:24 01:09:11:14 A34

0094 1 V C  
ALL MUSIC FROM GEORGE

05:03:00:00 05:03:13:10 01:09:11:14 01:09:24:24 A35

0095 10 V C  
\* 5 - 3

10:03:30:24 10:03:35:19 01:09:24:24 01:09:29:19 A36

0096 10 V C  
\* 5F - 2

10:30:01:11 10:30:02:26 01:09:29:19 01:09:31:04 A37

0097 10 V C  
\* 5A - 4

10:07:33:13 10:07:34:26 01:09:31:04 01:09:32:17 A38

0098 10 V C  
\* 5D - 2

10:23:00:12 10:23:02:18 01:09:32:17 01:09:34:23 A39

0099 10 V C

10:18:43:08 10:18:48:03 01:09:34:23 01:09:39:18 A40

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P.005/008

SEP-01-1994 16:22



Project: Wing3  
Sequence: OPEN

Main List (GVG 4.1 - 6.0) - page 7 of 8  
Fri, Aug 19, 1994 6:59 PM

Timecode	Track	Channel	Start	End	Start	End	Label
* 5D - 2							
0120 10	V	C	10:16:40:00	10:16:46:01	01:10:58:28	01:11:04:29	A27
* 5C - 3							
0121 10	V	C	10:26:25:01	10:26:28:25	01:11:04:29	01:11:08:23	A28
* 5D - 3							
0122 10	V	C	10:16:51:29	10:16:59:12	01:11:08:23	01:11:16:06	A29 ✓ 121
* 5C - 3							
0123 1	V	C	05:03:00:00	05:03:05:00	01:11:16:06	01:11:21:06	A30
ALL MUSIC FROM GEORGE							
0124 5	V	C	05:10:50:19	05:11:00:29	01:12:00:00	01:12:10:10	A01 (3)
* 7 - 1							
0125 5	V	C	05:29:41:29	05:29:50:04	01:12:10:10	01:12:18:15	A02
* 7B - 2							
0126 5	V	C	05:11:08:03	05:11:13:24	01:12:18:15	01:12:24:06	A03
* 7 - 1							
0127 5	V	C	05:29:56:22	05:30:02:00	01:12:25:06	01:12:30:14	B01
* 7B - 2							
0128 5	V	C	05:13:16:14	05:13:24:29	01:12:30:14	01:12:38:29	B02
* 7 - 2							
0129 5	V	C	05:35:23:05	05:35:25:25	01:12:39:28	01:12:42:18	C01
* 7C - 2							
0130 5	V	C	05:18:49:29	05:19:03:12	01:12:42:18	01:12:56:01	C02
* 7A - 2							
0131 5	V	C	05:25:34:07	05:25:37:02	01:14:00:00	01:14:02:25	A01 (101)
* 101A - 1							
0132 5	V	C	05:45:43:22	05:45:46:28	01:14:02:25	01:14:06:01	A02
* 101B - 4							
0133 5	V	C	05:25:40:08	05:25:44:09	01:14:06:01	01:14:10:02	A03
* 101A - 1							
0134 5	V	C	05:44:34:28	05:44:39:12	01:14:10:02	01:14:14:16	A04
* 101B - 3							
0135 5	V	C	05:26:38:22	05:26:42:24	01:14:14:16	01:14:18:18	A05
* 101A - 2							
0136 5	V	C	05:46:04:09	05:46:10:05	01:14:18:18	01:14:24:14	A06
* 101B - 4							
0137 5	V	C	05:25:56:23	05:26:05:17	01:14:24:14	01:14:33:08	A07
* 101A - 1							
0138 5	V	C	05:20:56:04	05:21:12:13	01:15:00:00	01:15:16:09	A01 (144)
* 144A - 1							
0139 5	V	C	05:38:57:28	05:39:00:28	01:15:17:09	01:15:20:09	B01

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- 027 12 V C 12:05:39:25 12:05:42:06 01:03:07:11 01:03:09:22  
FROM CLIP NAME: 1E - 3
- 028 1 V C 05:03:00:00 05:03:02:20 01:03:09:22 01:03:12:12  
FROM CLIP NAME: ALL MUSIC FROM GEORGE *PILOTS ZAP WIDE*
- 029 1 V C 05:03:00:00 05:03:04:23 01:03:12:12 01:03:17:05  
FROM CLIP NAME: ALL MUSIC FROM GEORGE *PILOTS ZAP CJ*
- 030 12 V C 12:05:43:10 12:05:53:23 01:03:17:05 01:03:27:18  
FROM CLIP NAME: 1E - 3
- 031 11 V C 11:34:19:19 11:34:25:22 01:03:27:18 01:03:33:21  
FROM CLIP NAME: 1A - 2
- 032 12 V C 12:13:03:18 12:13:07:11 01:03:33:21 01:03:37:14  
FROM CLIP NAME: 1G - 3
- 033 11 V C 11:56:30:12 11:56:37:00 01:03:37:14 01:03:44:02  
FROM CLIP NAME: 1D - 2
- 034 12 V C 12:13:13:28 12:13:16:16 01:03:44:02 01:03:46:20  
FROM CLIP NAME: 1G - 3
- 035 11 V C 11:52:43:13 11:52:46:13 01:03:46:20 01:03:49:20  
FROM CLIP NAME: 1C - 6
- 036 12 V C 12:13:19:12 12:13:26:13 01:03:49:20 01:03:56:21  
FROM CLIP NAME: 1G - 3
- 037 11 V C 11:56:06:18 11:56:12:02 01:03:56:21 01:04:02:05  
FROM CLIP NAME: 1D - 2
- 038 12 V C 12:13:32:00 12:13:34:03 01:04:02:05 01:04:04:08  
FROM CLIP NAME: 1G - 3
- 039 11 V C 11:53:01:02 11:53:04:10 01:04:04:08 01:04:07:16  
FROM CLIP NAME: 1C - 6
- 040 12 V C 12:13:38:01 12:13:41:13 01:04:07:16 01:04:10:28  
FROM CLIP NAME: 1G - 3
- 041 11 V C 11:54:45:23 11:54:46:17 01:04:10:28 01:04:11:22  
FROM CLIP NAME: 1D - 1
- 042 12 V C 12:13:42:13 12:13:44:28 01:04:11:22 01:04:14:07  
FROM CLIP NAME: 1G - 3
- 043 11 V C 11:53:11:26 11:53:19:09 01:04:14:07 01:04:21:20  
FROM CLIP NAME: 1C - 6
- 044 12 V C 12:11:55:06 12:11:58:15 01:04:21:20 01:04:24:29  
FROM CLIP NAME: 1G - 2
- 045 11 V C 11:56:38:14 11:56:40:27 01:04:24:29 01:04:27:12  
FROM CLIP NAME: 1D - 2
- 046 1 V C 05:03:00:00 05:03:05:04 01:04:27:12 01:04:32:16  
FROM CLIP NAME: ALL MUSIC FROM GEORGE *WIDE END THRONE HALL*
- 047 1 V C 05:03:00:00 05:03:10:27 01:04:32:16 01:04:43:13  
FROM CLIP NAME: ALL MUSIC FROM GEORGE *VESPUIS PAN DOWN FROM GAS GIANT*
- 048 29 V C 06:50:14:18 06:50:18:07 01:04:43:13 01:04:47:02  
FROM CLIP NAME: 2B - 4
- 049 29 V C 06:34:10:00 06:34:17:18 01:04:47:02 01:04:54:20  
FROM CLIP NAME: 2 - 2
- 050 30 V C 07:34:25:27 07:34:31:06 01:04:54:20 01:04:59:29  
FROM CLIP NAME: 2F - 4
- 051 30 V C 07:14:32:16 07:14:38:07 01:04:59:29 01:05:05:20  
FROM CLIP NAME: 2D - 1
- 052 30 V C 07:34:34:27 07:34:38:09 01:05:05:20 01:05:09:02  
FROM CLIP NAME: 2F - 4
- 053 30 V C 07:12:54:25 07:12:58:23 01:05:09:02 01:05:13:00  
FROM CLIP NAME: 2C - 9

THRONE HALL  
VESPUIS  
TOLKIN'S OFFICE



- 054 30 V C 07:20:06:03 07:20:11:29 01:05:13:00 01:05:18:26  
FROM CLIP NAME: 2E - 2
- 055 29 V C 06:41:47:12 06:41:52:12 01:05:18:26 01:05:23:26  
FROM CLIP NAME: 2A - 4
- 056 30 V C 07:34:51:15 07:34:56:09 01:05:23:26 01:05:28:20  
FROM CLIP NAME: 2F - 4
- 057 29 V C 06:46:16:10 06:46:22:13 01:05:28:20 01:05:34:23  
FROM CLIP NAME: 2B - 2
- 058 30 V C 07:15:11:27 07:15:14:16 01:05:34:23 01:05:37:12  
FROM CLIP NAME: 2D - 1
- 059 30 V C 07:35:01:29 07:35:05:22 01:05:37:12 01:05:41:05  
FROM CLIP NAME: 2F - 4
- 060 30 V C 07:15:05:06 07:15:08:19 01:05:41:05 01:05:44:18  
FROM CLIP NAME: 2D - 1
- 061 30 V C 07:26:17:28 07:26:24:24 01:05:44:18 01:05:51:14  
FROM CLIP NAME: 2E - 5
- 062 29 V C 06:42:14:12 06:42:17:24 01:05:51:14 01:05:54:26  
FROM CLIP NAME: 2A - 4
- 063 30 V C 07:35:16:06 07:35:19:19 01:05:54:26 01:05:58:09  
FROM CLIP NAME: 2F - 4
- 064 30 V C 07:15:23:29 07:15:28:26 01:05:58:09 01:06:03:06  
FROM CLIP NAME: 2D - 1
- 065 29 V C 06:35:10:02 06:35:13:07 01:06:03:06 01:06:06:11  
FROM CLIP NAME: 2 - 2
- 066 1 V C 05:03:00:00 05:03:15:05 01:06:06:11 01:06:21:16  
FROM CLIP NAME: ALL MUSIC FROM GEORGE
- 067 49 V C 03:37:34:29 03:37:37:18 01:06:21:16 01:06:24:05  
FROM CLIP NAME: 3-2
- 068 50 V C 04:14:42:01 04:14:43:26 01:06:24:05 01:06:26:00  
FROM CLIP NAME: 3G - 3
- 069 49 V C 03:46:37:18 03:46:41:17 01:06:26:00 01:06:29:29  
FROM CLIP NAME: 3B-2
- 070 50 V C 04:09:43:02 04:09:45:19 01:06:29:29 01:06:32:16  
FROM CLIP NAME: 3F - 3
- 071 49 V C 03:41:43:03 03:41:55:04 01:06:32:16 01:06:44:17  
FROM CLIP NAME: 3A-3
- 072 50 V C 04:15:28:09 04:15:31:05 01:06:44:17 01:06:47:13  
FROM CLIP NAME: 3G - 3
- 073 49 V C 03:46:58:17 03:47:00:24 01:06:47:13 01:06:49:20  
FROM CLIP NAME: 3B-2
- 074 50 V C 04:10:04:01 04:10:07:12 01:06:49:20 01:06:53:01  
FROM CLIP NAME: 3F - 3
- 075 49 V C 03:43:46:16 03:43:50:13 01:06:53:01 01:06:56:28  
FROM CLIP NAME: 3A-4
- 076 50 V C 04:15:12:26 04:15:17:16 01:06:56:28 01:07:01:18  
FROM CLIP NAME: 3G - 3
- 077 49 V C 03:47:11:17 03:47:20:11 01:07:01:18 01:07:10:12  
FROM CLIP NAME: 3B-2
- 078 49 V C 03:36:31:08 03:36:37:24 01:07:10:12 01:07:16:28  
FROM CLIP NAME: 3-1
- 079 50 V C 04:03:08:27 04:03:11:20 01:07:16:28 01:07:19:21  
FROM CLIP NAME: 3E - 2
- 080 49 V C 03:56:42:01 03:56:48:13 01:07:19:21 01:07:26:03  
FROM CLIP NAME: 3D-4



\* 081 AX V C 00:00:09:14 00:00:14:23 01:07:26:03 01:07:31:12  
 FROM CLIP NAME: MONITOR FOR TL OFFICE REFLECT BLAIR  
 \* 082 49 V C 03:52:11:06 03:52:20:12 01:07:31:12 01:07:40:18  
 FROM CLIP NAME: 3C-4  
 \* 083 50 V C 04:04:36:08 04:04:38:20 01:07:40:18 01:07:43:00  
 FROM CLIP NAME: 3E - 3  
 \* 084 49 V C 03:56:59:27 03:57:04:06 01:07:43:00 01:07:47:09  
 FROM CLIP NAME: 3D-4  
 \* 085 50 V C 04:04:56:09 04:05:01:17 01:07:47:09 01:07:52:17  
 FROM CLIP NAME: 3E - 3  
 \* 086 49 V C 03:56:19:11 03:56:22:19 01:07:52:17 01:07:55:25  
 FROM CLIP NAME: 3D-3  
 \* 087 49 V C 03:38:58:26 03:39:01:27 01:07:55:25 01:07:58:26  
 FROM CLIP NAME: 3-2  
 \* 088 1 V C 05:03:00:00 05:03:05:00 01:07:58:26 01:08:03:26  
 FROM CLIP NAME: ALL MUSIC FROM GEORGE  
 \* 089 4 V C 04:07:11:17 04:07:17:25 01:08:03:26 01:08:10:04  
 FROM CLIP NAME: 4 - 3  
 \* 090 4 V C 04:40:54:04 04:41:00:25 01:08:10:04 01:08:16:25  
 FROM CLIP NAME: 4 - SLATE 901  
 \* 091 4 V C 04:09:49:07 04:09:52:10 01:08:16:25 01:08:19:28  
 FROM CLIP NAME: 4C - 2  
 \* 092 4 V C 04:40:53:15 04:41:01:29 01:08:19:28 01:08:28:12  
 FROM CLIP NAME: 4 - SLATE 901  
 \* 093 4 V C 04:12:53:03 04:12:58:08 01:08:28:12 01:08:33:17  
 FROM CLIP NAME: 4D - 2  
 \* 094 4 V C 04:40:55:02 04:41:04:06 01:08:33:17 01:08:42:21  
 FROM CLIP NAME: 4 - SLATE 901  
 \* 095 4 V C 04:07:49:13 04:07:57:12 01:08:42:21 01:08:50:20  
 FROM CLIP NAME: 4 - 3  
 \* 096 1 V C 05:03:00:00 05:03:05:00 01:08:50:20 01:08:55:20  
 FROM CLIP NAME: ALL MUSIC FROM GEORGE *POV OUT SHUTTLE WINDOW*  
 \* 097 4 V C 04:10:23:02 04:10:28:06 01:08:55:20 01:09:00:24  
 FROM CLIP NAME: 4C - 2  
 \* 098 1 V C 05:03:00:00 05:03:10:20 01:09:00:24 01:09:11:14  
 FROM CLIP NAME: ALL MUSIC FROM GEORGE *SHUTTLE PLAY AREA VICTORY*  
 \* 099 1 V C 05:03:00:00 05:03:13:10 01:09:11:14 01:09:24:24  
 FROM CLIP NAME: ALL MUSIC FROM GEORGE *SHUTTLE LABORS DURING VICTORY*  
 \* 100 10 V C 10:03:30:24 10:03:35:19 01:09:24:24 01:09:29:19  
 FROM CLIP NAME: 5 - 3  
 \* 101 10 V C 10:30:01:11 10:30:02:26 01:09:29:19 01:09:31:04  
 FROM CLIP NAME: 5F - 2  
 \* 102 10 V C 10:07:33:13 10:07:34:26 01:09:31:04 01:09:32:17  
 FROM CLIP NAME: 5A - 4  
 \* 103 10 V C 10:23:00:12 10:23:02:18 01:09:32:17 01:09:34:23  
 FROM CLIP NAME: 5D - 2  
 \* 104 10 V C 10:18:43:08 10:18:48:03 01:09:34:23 01:09:39:18  
 FROM CLIP NAME: 5C - 4  
 \* 105 10 V C 10:24:59:19 10:25:02:14 01:09:39:18 01:09:42:13  
 FROM CLIP NAME: 5D - 3  
 \* 106 10 V C 10:10:44:07 10:10:46:12 01:09:42:13 01:09:44:18  
 FROM CLIP NAME: 5B - 4  
 \* 107 10 V C 10:18:35:15 10:18:38:23 01:09:44:18 01:09:47:26  
 FROM CLIP NAME: 5C - 4



- 108 10 V C 10:10:49:19 10:10:51:20 01:09:47:26 01:09:49:27  
FROM CLIP NAME: 5B - 4
- 109 10 V C 10:07:47:11 10:07:51:16 01:09:49:27 01:09:54:02  
FROM CLIP NAME: 5A - 4
- 110 10 V C 10:23:18:27 10:23:21:28 01:09:54:02 01:09:57:03  
FROM CLIP NAME: 5D - 2
- 111 10 V C 10:18:48:08 10:18:53:16 01:09:57:03 01:10:02:11  
FROM CLIP NAME: 5C - 4
- 112 10 V C 10:25:24:18 10:25:26:17 01:10:02:11 01:10:04:10  
FROM CLIP NAME: 5D - 3
- 113 10 V C 10:15:44:03 10:15:48:22 01:10:04:10 01:10:08:29  
FROM CLIP NAME: 5C - 3
- 114 10 V C 10:25:32:07 10:25:34:29 01:10:08:29 01:10:11:21  
FROM CLIP NAME: 5D - 3
- 115 10 V C 10:19:03:19 10:19:12:26 01:10:11:21 01:10:20:28  
FROM CLIP NAME: 5C - 4
- 116 10 V C 10:23:39:02 10:23:44:29 01:10:20:28 01:10:26:25  
FROM CLIP NAME: 5D - 2
- 117 10 V C 10:16:06:27 10:16:12:20 01:10:26:25 01:10:32:18  
FROM CLIP NAME: 5C - 3
- 118 10 V C 10:23:51:22 10:23:53:10 01:10:32:18 01:10:34:06  
FROM CLIP NAME: 5D - 2
- 119 10 V C 10:16:15:22 10:16:21:06 01:10:34:06 01:10:39:20  
FROM CLIP NAME: 5C - 3
- 120 10 V C 10:23:57:06 10:23:59:26 01:10:39:20 01:10:42:10  
FROM CLIP NAME: 5D - 2
- 121 10 V C 10:16:23:26 10:16:25:24 01:10:42:10 01:10:44:08  
FROM CLIP NAME: 5C - 3
- 122 10 V C 10:26:06:01 10:26:09:24 01:10:44:08 01:10:48:01  
FROM CLIP NAME: 5D - 3
- 123 10 V C 10:19:39:13 10:19:41:16 01:10:48:01 01:10:50:04  
FROM CLIP NAME: 5C - 4
- 124 10 V C 10:24:14:12 10:24:23:06 01:10:50:04 01:10:58:28  
FROM CLIP NAME: 5D - 2
- 125 10 V C 10:16:40:00 10:16:46:01 01:10:58:28 01:11:04:29  
FROM CLIP NAME: 5C - 3
- 126 10 V C 10:26:25:01 10:26:28:25 01:11:04:29 01:11:08:23  
FROM CLIP NAME: 5D - 3
- 127 10 V C 10:16:51:29 10:16:59:12 01:11:08:23 01:11:16:06  
FROM CLIP NAME: 5C - 3
- 128 1 V C 05:03:00:00 05:03:05:00 01:11:16:06 01:11:21:06  
FROM CLIP NAME: ALL MUSIC FROM GEORGE **FINAL FLEET ANIMATION**
- 129 BL V C 00:00:00:00 00:00:34:25 01:11:21:06 01:11:56:01
- 130 AX V C 00:00:00:00 00:00:01:29 01:11:56:01 01:11:58:00
- FROM CLIP NAME: <GENERATED TITLE MEDIA>
- 131 17 V C 17:38:32:28 17:38:32:29 01:11:58:00 01:11:58:01
- M2 17 000.0 17:38:32:28
- FROM CLIP NAME: 1T - 2
- FREEZE FRAME
- 132 BL V C 00:00:00:00 00:00:01:29 01:11:58:01 01:12:00:00
- 133 5 V C 05:10:50:19 05:11:00:29 01:12:00:00 01:12:10:10  
FROM CLIP NAME: 7 - 1
- 134 5 V C 05:29:41:29 05:29:50:04 01:12:10:10 01:12:18:15  
FROM CLIP NAME: 7B - 2

THRONE HALL

VESPU

TOLLYN'S OFFICE

SHUTTER INTERVIEW



135 5 V C 3 05:11:08:03 05:11:13:24 01:12:18:15 01:12:24:06   
 FROM CLIP NAME: 7 - 1   
 136 BL V C 00:00:00:00 00:00:01:00 01:12:24:06 01:12:25:06   
 137 5 V C 4 05:29:56:22 05:30:02:00 01:12:25:06 01:12:30:14   
 FROM CLIP NAME: 7B - 2   
 138 5 V C 5 05:13:16:14 05:13:24:29 01:12:30:14 01:12:38:29   
 FROM CLIP NAME: 7 - 2   
 139 BL V C 00:00:00:00 00:00:00:29 01:12:38:29 01:12:39:28   
 140 5 V C 6 05:35:23:05 05:35:25:25 01:12:39:28 01:12:42:18   
 FROM CLIP NAME: 7C - 2   
 141 5 V C 7 05:18:49:29 05:19:03:12 01:12:42:18 01:12:56:01   
 FROM CLIP NAME: 7A - 2   
 142 BL V C 00:00:00:00 00:01:00:00 01:12:56:01 01:13:56:01   
 143 AX V C 00:00:00:00 00:00:01:29 01:13:56:01 01:13:58:00   
 FROM CLIP NAME: <GENERATED TITLE MEDIA>   
 144 17 V C 17:38:32:28 17:38:32:29 01:13:58:00 01:13:58:01   
 M2 17 000.0 17:38:32:28   
 FROM CLIP NAME: 1T - 2   
 FREEZE FRAME   
 145 BL V C 00:00:00:00 00:00:01:29 01:13:58:01 01:14:00:00   
 146 5 V C 0 05:25:34:07 05:25:37:02 01:14:00:00 01:14:02:25   
 FROM CLIP NAME: 101A - 1   
 147 5 V C 1 05:45:43:22 05:45:46:28 01:14:02:25 01:14:06:01   
 FROM CLIP NAME: 101B - 4   
 148 5 V C 2 05:25:40:08 05:25:44:09 01:14:06:01 01:14:10:02   
 FROM CLIP NAME: 101A - 1   
 149 5 V C 3 05:44:34:28 05:44:39:12 01:14:10:02 01:14:14:16   
 FROM CLIP NAME: 101B - 3   
 150 5 V C 4 05:26:38:22 05:26:42:24 01:14:14:16 01:14:18:18   
 FROM CLIP NAME: 101A - 2   
 151 5 V C 5 05:46:04:09 05:46:10:05 01:14:18:18 01:14:24:14   
 FROM CLIP NAME: 101B - 4   
 152 5 V C 6 05:25:56:23 05:26:05:17 01:14:24:14 01:14:33:08   
 FROM CLIP NAME: 101A - 1   
 153 BL V C 00:00:00:00 00:00:22:23 01:14:33:08 01:14:56:01   
 154 AX V C 00:00:00:00 00:00:01:29 01:14:56:01 01:14:58:00   
 FROM CLIP NAME: <GENERATED TITLE MEDIA>   
 155 17 V C 17:38:32:28 17:38:32:29 01:14:58:00 01:14:58:01   
 M2 17 000.0 17:38:32:28   
 FROM CLIP NAME: 1T - 2   
 FREEZE FRAME   
 156 BL V C 00:00:00:00 00:00:01:29 01:14:58:01 01:15:00:00   
 157 5 V C 0 05:20:56:04 05:21:12:13 01:15:00:00 01:15:16:09   
 FROM CLIP NAME: 144A - 1   
 158 BL V C 00:00:00:00 00:00:01:00 01:15:16:09 01:15:17:09   
 159 5 V C 1 05:38:57:28 05:39:00:28 01:15:17:09 01:15:20:09   
 FROM CLIP NAME: 144C - 4   
 160 5 V C 2 05:21:15:07 05:21:19:13 01:15:20:09 01:15:24:15   
 FROM CLIP NAME: 144A - 1   
 161 BL V C 00:00:00:00 00:00:01:00 01:15:24:15 01:15:25:15   
 162 5 V C 3 05:40:08:16 05:40:12:10 01:15:25:15 01:15:29:09   
 FROM CLIP NAME: 144D - 1   
 163 5 V C 4 05:25:08:01 05:25:12:29 01:15:29:09 01:15:34:07   
 FROM CLIP NAME: 144B - 2

THRONE HALL

VESTIB

SHAWNE INTERIOR



164 BL V C 00:00:00:00 00:00:21:24 01:15:34:07 01:15:56:01  
 165 AX V C 00:00:00:00 00:00:01:29 01:15:56:01 01:15:58:00  
 FROM CLIP NAME: <GENERATED TITLE MEDIA>  
 166 17 V C 17:38:32:28 17:38:32:29 01:15:58:00 01:15:58:01  
 M2 17 000.0 17:38:32:28  
 FROM CLIP NAME: 1T - 2  
 FREEZE FRAME  
 167 BL V C 00:00:00:00 00:00:01:29 01:15:58:01 01:16:00:00  
 168 5 V C 0 05:09:37:22 05:09:43:16 01:16:00:00 01:16:05:24  
 FROM CLIP NAME: 158A - 6  
 169 6 V C 1 06:02:50:22 06:02:53:17 01:16:05:24 01:16:08:19  
 FROM CLIP NAME: 158B - 3  
 170 5 V C 2 05:09:47:04 05:09:49:25 01:16:08:19 01:16:11:10  
 FROM CLIP NAME: 158A - 6  
 171 6 V C 3 06:02:06:29 06:02:08:09 01:16:11:10 01:16:12:20  
 FROM CLIP NAME: 158B - 2  
 172 5 V C 4 05:09:50:19 05:09:53:04 01:16:12:20 01:16:15:05  
 FROM CLIP NAME: 158A - 6  
 173 6 V C 5 06:02:10:19 06:02:13:27 01:16:15:05 01:16:18:13  
 FROM CLIP NAME: 158B - 2  
 -> SOURCE B.REEL = 2 AVID IMPORT ID = 000000000 000000000  
 -> SOURCE WC31017 C = 17 AVID IMPORT ID = 0A9F6BE12 001EC617A  
 -> SOURCE MARTIN = 1 AVID IMPORT ID = 0AA5DB5D0 00425237F  
 -> SOURCE WC31012 C = 12 AVID IMPORT ID = 0A9F00B9E 0014A20E4  
 -> SOURCE WC31011 C = 11 AVID IMPORT ID = 0A9EFEB45 000CB72D0  
 -> SOURCE WC31014 C = 14 AVID IMPORT ID = 0A9F42ECC 001909098  
 -> SOURCE WC31029 C = 29 AVID IMPORT ID = 0AA0227F6 0051F3340  
 -> SOURCE WC31030 C = 30 AVID IMPORT ID = 0AA027193 0063F7564  
 -> SOURCE WC3 1049C = 49 AVID IMPORT ID = 0AA0D354A 001F5252A  
 -> SOURCE WC31050 C = 50 AVID IMPORT ID = 0AA0F81FB 000C34437  
 -> SOURCE WC32004 = 4 AVID IMPORT ID = 0A9F9A283 002F6D392  
 -> SOURCE WC31010 C = 10 AVID IMPORT ID = 0A9EDDAFF 002EE5F0D  
 -> SOURCE WC32005 C = 5 AVID IMPORT ID = 0AA1D3D1E 007EB2A09  
 -> SOURCE WC32006 C = 6 AVID IMPORT ID = 0AA473C68 00090F07E



TITLE: 1 - OPENING W/V2

FCM: NON-DROP FRAME

001 BL V C 00:00:00:00 00:00:31:00 00:59:30:00 01:00:01:00  
002 1 V C 05:03:00:00 05:03:04:00 01:00:01:00 01:00:05:00  
FROM CLIP NAME: ALL MUSIC FROM GEORGE *ORIGIN PRESENTS*  
003 BL V C 00:00:00:00 00:00:01:00 01:00:05:00 01:00:06:00  
004 1 V C 05:03:00:00 05:03:04:00 01:00:06:00 01:00:10:00  
FROM CLIP NAME: ALL MUSIC FROM GEORGE *A CHRIS ROBERTS GAME*  
005 BL V C 00:00:00:00 00:00:16:29 01:00:10:00 01:00:26:29  
006 1 V C 05:03:00:00 05:03:04:00 01:00:26:29 01:00:30:29  
FROM CLIP NAME: ALL MUSIC FROM GEORGE  
007 BL V C 00:00:00:00 00:00:00:29 01:00:30:29 01:00:31:28  
008 1 V C 05:03:00:00 05:03:04:00 01:00:31:28 01:00:35:28  
FROM CLIP NAME: ALL MUSIC FROM GEORGE  
009 BL V C 00:00:00:00 00:00:00:29 01:00:35:28 01:00:36:27  
010 1 V C 05:03:00:00 05:03:04:00 01:00:36:27 01:00:40:27  
FROM CLIP NAME: ALL MUSIC FROM GEORGE  
011 BL V C 00:00:00:00 00:00:00:29 01:00:40:27 01:00:41:26  
012 1 V C 05:03:00:00 05:03:05:00 01:00:41:26 01:00:46:26  
FROM CLIP NAME: ALL MUSIC FROM GEORGE  
013 BL V C 00:00:00:00 00:00:00:29 01:00:46:26 01:00:47:25  
014 1 V C 05:03:00:00 05:03:05:00 01:00:47:25 01:00:52:25  
FROM CLIP NAME: ALL MUSIC FROM GEORGE  
015 BL V C 00:00:00:00 00:00:01:00 01:00:52:25 01:00:53:25  
016 1 V C 05:03:00:00 05:03:05:00 01:00:53:25 01:00:58:25  
FROM CLIP NAME: ALL MUSIC FROM GEORGE  
017 BL V C 00:00:00:00 00:00:00:29 01:00:58:25 01:00:59:24  
018 1 V C 05:03:00:00 05:03:05:00 01:00:59:24 01:01:04:24  
FROM CLIP NAME: ALL MUSIC FROM GEORGE  
019 BL V C 00:00:00:00 00:00:00:29 01:01:04:24 01:01:05:23  
020 1 V C 05:03:00:00 05:03:05:00 01:01:05:23 01:01:10:23  
FROM CLIP NAME: ALL MUSIC FROM GEORGE  
021 BL V C 00:00:00:00 00:00:01:00 01:01:10:23 01:01:11:23  
022 1 V C 05:03:00:00 05:03:05:00 01:01:11:23 01:01:16:23  
FROM CLIP NAME: ALL MUSIC FROM GEORGE  
023 BL V C 00:00:00:00 00:00:05:07 01:01:16:23 01:01:22:00  
024 1 V C 05:03:00:00 05:03:04:00 01:01:22:00 01:01:26:00  
FROM CLIP NAME: ALL MUSIC FROM GEORGE  
025 BL V C 00:00:00:00 00:00:08:12 01:01:26:00 01:01:34:12  
026 1 V C 05:03:00:00 05:03:05:00 01:01:34:12 01:01:39:12  
FROM CLIP NAME: ALL MUSIC FROM GEORGE  
027 BL V C 00:00:00:00 00:00:01:01 01:01:39:12 01:01:40:13  
028 1 V C 05:03:00:00 05:03:05:00 01:01:40:13 01:01:45:13  
FROM CLIP NAME: ALL MUSIC FROM GEORGE  
029 BL V C 00:00:00:00 00:01:10:00 01:01:45:13 01:02:55:13  
030 1 V C 05:03:00:00 05:03:02:23 01:02:55:13 01:02:58:06  
FROM CLIP NAME: ALL MUSIC FROM GEORGE *OG BLUE THRONE ROOM FOR FG CROWD*  
031 BL V C 00:00:00:00 00:01:39:25 01:02:58:06 01:04:38:01  
032 29 V C 06:33:51:22 06:33:57:04 01:04:38:01 01:04:43:13  
FROM CLIP NAME: 2 -2  
033 BL V C 00:00:00:00 00:00:03:19 01:04:43:13 01:04:47:02  
034 1 V C 05:03:00:00 05:03:07:18 01:04:47:02 01:04:54:20  
FROM CLIP NAME: ALL MUSIC FROM GEORGE *FLY BYE SHIPS BY CONWYNNIA ON VESPA'S*  
035 BL V C 00:00:00:00 00:02:31:13 01:04:54:20 01:07:26:03

THRONE HALL

VESPA'S

TOLLYN'S OFFICE

DRIVER INTERIOR

MAIN ROOM



• 036 50 V C 04:04:39:18 04:04:44:27 01:07:26:03 01:07:31:12  
 FROM CLIP NAME: 3E - 3  
 037 BL V C 00:00:00:00 00:00:38:22 01:07:31:12 01:08:10:04  
 038 3 V C 03:36:20:03 03:36:26:24 01:08:10:04 01:08:16:25  
 FROM CLIP NAME: 4AB NEWSCAST 1 - 2  
 039 BL V C 00:00:00:00 00:00:03:03 01:08:16:25 01:08:19:28  
 040 3 V C 03:36:30:01 03:36:38:15 01:08:19:28 01:08:28:12  
 FROM CLIP NAME: 4AB NEWSCAST 1 - 2  
 041 BL V C 00:00:00:00 00:00:05:05 01:08:28:12 01:08:33:17  
 042 3 V C 03:36:43:20 03:36:52:24 01:08:33:17 01:08:42:21  
 FROM CLIP NAME: 4AB NEWSCAST 1 - 2  
 043 BL V C 00:00:00:00 00:00:48:13 01:08:42:21 01:09:31:04  
 044 10 V C 10:05:03:18 10:05:05:01 01:09:31:04 01:09:32:17  
 FROM CLIP NAME: 5W - 1  
 045 BL V C 00:00:00:00 00:06:45:26 01:09:32:17 01:16:18:13  
 -> SOURCE B.REEL = 2 AVID IMPORT ID = 000000000 000000000  
 -> SOURCE MARTIN = 1 AVID IMPORT ID = 0AA5DB5D0 00425237F  
 -> SOURCE WC31029 C = 29 AVID IMPORT ID = 0AA0222AE 0050A8292  
 -> SOURCE WC31050 C = 50 AVID IMPORT ID = 0AA0F7FEE 000BB3ADC  
 -> SOURCE WC32003 C = 3 AVID IMPORT ID = 0A9FD056A 000DE0B4B  
 -> SOURCE WC31010 C = 10 AVID IMPORT ID = 0AA5B5138 0031AA8F1

328 24 24 3 283115  
~~328 12 23 3 29194~~  
 328 34 22 3 284304  
 328 48 11 3 285415

30 01  
 26 24  
 3 07  
 413 20  
 38 15  
 30 65  
 5

THRONE HALL  
 VESPU  
 TOLLYN'S OFFICE  
 DRIVING INTRUCK



TITLE: 1 - OPENING W/AUDIO ONLY (1 AND 2)  
FCM: NON-DROP FRAME

001 1 A C 02:01:16:15 02:01:16:16 00:59:58:00 00:59:58:01  
FROM CLIP NAME: BEEP  
002 12 A C 12:04:41:28 12:04:46:28 01:02:08:01 01:02:13:01  
FROM CLIP NAME: 1E - 3  
003 12 A C 12:07:57:18 12:08:03:01 01:02:13:01 01:02:18:14  
FROM CLIP NAME: 1F - 2  
004 11 A C 11:30:25:19 11:30:28:14 01:02:18:14 01:02:21:09  
FROM CLIP NAME: 1 - 7  
005 11 A C 11:40:34:07 11:40:45:00 01:02:28:05 01:02:38:28  
FROM CLIP NAME: 1B - 3  
006 14 A C 14:15:16:25 14:15:16:26 01:02:38:28 01:02:38:29  
FROM CLIP NAME: 1P - 3  
007 14 A C 14:15:16:21 14:15:19:11 01:02:38:29 01:02:41:19  
FROM CLIP NAME: 1P - 3  
008 12 A C 12:05:13:16 12:05:17:14 01:02:41:19 01:02:45:17  
FROM CLIP NAME: 1E - 3  
009 12 A C 12:05:17:06 12:05:20:06 01:02:45:17 01:02:48:17  
FROM CLIP NAME: 1E - 3  
010 12 A C 12:05:20:18 12:05:24:12 01:02:48:17 01:02:52:11  
FROM CLIP NAME: 1E - 3  
011 11 A C 11:40:59:16 11:41:02:17 01:02:52:11 01:02:55:12  
FROM CLIP NAME: 1B - 3  
012 11 A C 11:31:06:03 11:31:13:19 01:02:59:24 01:03:07:10  
FROM CLIP NAME: 1 - 7  
013 12 A C 12:05:39:25 12:05:42:06 01:03:07:10 01:03:09:21  
FROM CLIP NAME: 1E - 3  
014 12 A C 12:05:43:00 12:05:53:13 01:03:17:04 01:03:27:17  
FROM CLIP NAME: 1E - 3  
015 11 A C 11:34:19:19 11:34:25:22 01:03:27:17 01:03:33:20  
FROM CLIP NAME: 1A - 2  
016 12 A C 12:13:03:13 12:13:07:21 01:03:33:20 01:03:37:28  
FROM CLIP NAME: 1G - 3  
017 12 A C 12:13:07:25 12:13:16:12 01:03:37:28 01:03:46:15  
FROM CLIP NAME: 1G - 3  
018 11 A2 C 11:52:43:09 11:52:46:13 01:03:46:15 01:03:49:19  
FROM CLIP NAME: 1C - 6  
019 12 A C 12:13:19:05 12:13:26:29 01:03:49:19 01:03:57:13  
FROM CLIP NAME: 1G - 3  
020 11 A2 C 11:56:07:11 11:56:12:02 01:03:57:13 01:04:02:04  
FROM CLIP NAME: 1D - 2  
021 12 A C 12:13:31:25 12:13:33:28 01:04:02:04 01:04:04:07  
FROM CLIP NAME: 1G - 3  
022 11 A C 11:53:01:02 11:53:04:10 01:04:04:07 01:04:07:15  
FROM CLIP NAME: 1C - 6  
023 12 A C 12:13:37:25 12:13:41:07 01:04:07:15 01:04:10:27  
FROM CLIP NAME: 1G - 3  
024 11 A2 C 11:54:45:23 11:54:46:17 01:04:10:27 01:04:11:21  
FROM CLIP NAME: 1D - 1  
025 12 A C 12:13:42:13 12:13:44:28 01:04:11:21 01:04:14:06  
FROM CLIP NAME: 1G - 3  
026 11 A C 11:53:11:21 11:53:19:04 01:04:14:06 01:04:21:19  
FROM CLIP NAME: 1C - 6

THRONE HALL

VESTIB

TOLLYN'S OFFICE

SHOWER INTERIOR

ROOM



027 12 A C 12:11:55:02 12:11:58:11 01:04:21:19 01:04:24:28  
FROM CLIP NAME: 1G - 2  
028 11 A C 11:56:35:11 11:56:40:09 01:04:24:28 01:04:29:26  
FROM CLIP NAME: 1D - 2  
029 30 A C 07:35:20:07 07:35:25:27 01:04:41:11 01:04:47:01  
FROM CLIP NAME: 2F - 4  
030 30 A C 07:35:25:18 07:35:25:20 01:04:47:01 01:04:47:03  
FROM CLIP NAME: 2F - 4  
031 30 A C 07:19:29:18 07:19:31:08 01:04:49:05 01:04:50:25  
FROM CLIP NAME: 2E - 2  
032 30 A C 07:35:23:06 07:35:24:16 01:04:54:19 01:04:55:29  
FROM CLIP NAME: 2F - 4  
033 30 A C 07:34:27:06 07:34:32:03 01:04:55:29 01:05:00:26  
FROM CLIP NAME: 2F - 4  
034 30 A C 07:14:33:13 07:14:37:09 01:05:00:26 01:05:04:22  
FROM CLIP NAME: 2D - 1  
035 30 A C 07:34:23:04 07:34:24:02 01:05:04:22 01:05:05:20  
FROM CLIP NAME: 2F - 4  
036 30 A C 07:34:34:27 07:34:38:09 01:05:05:20 01:05:09:02  
FROM CLIP NAME: 2F - 4  
037 30 A C 07:12:54:25 07:12:58:03 01:05:09:02 01:05:12:10  
FROM CLIP NAME: 2C - 9  
038 30 A C 07:20:05:13 07:20:12:20 01:05:12:10 01:05:19:17  
FROM CLIP NAME: 2E - 2  
039 30 A C 07:13:03:14 07:13:07:23 01:05:19:17 01:05:23:26  
FROM CLIP NAME: 2C - 9  
040 30 A C 07:34:51:15 07:34:56:09 01:05:23:26 01:05:28:20  
FROM CLIP NAME: 2F - 4  
041 30 A C 07:13:12:21 07:13:14:05 01:05:28:20 01:05:30:04  
FROM CLIP NAME: 2C - 9  
042 30 A C 07:34:55:28 07:35:00:17 01:05:30:04 01:05:34:23  
FROM CLIP NAME: 2F - 4  
043 30 A C 07:15:11:27 07:15:14:16 01:05:34:23 01:05:37:12  
FROM CLIP NAME: 2D - 1  
044 30 A C 07:35:01:29 07:35:05:22 01:05:37:12 01:05:41:05  
FROM CLIP NAME: 2F - 4  
045 30 A C 07:15:05:06 07:15:08:19 01:05:41:05 01:05:44:18  
FROM CLIP NAME: 2D - 1  
046 30 A C 07:26:17:28 07:26:24:24 01:05:44:18 01:05:51:14  
FROM CLIP NAME: 2E - 5  
047 30 A C 07:13:32:08 07:13:36:01 01:05:51:14 01:05:55:07  
FROM CLIP NAME: 2C - 9  
048 30 A C 07:35:16:17 07:35:19:19 01:05:55:07 01:05:58:09  
FROM CLIP NAME: 2F - 4  
049 30 A C 07:15:23:29 07:15:28:26 01:05:58:09 01:06:03:06  
FROM CLIP NAME: 2D - 1  
050 49 A C 03:37:35:12 03:37:37:03 01:06:21:29 01:06:23:20  
FROM CLIP NAME: 3-2  
051 50 A C 04:14:42:01 04:14:43:26 01:06:24:05 01:06:26:00  
FROM CLIP NAME: 3G - 3  
052 49 A C 03:46:37:18 03:46:41:17 01:06:26:00 01:06:29:29  
FROM CLIP NAME: 3B-2  
053 50 A C 04:09:43:02 04:09:45:19 01:06:29:29 01:06:32:16  
FROM CLIP NAME: 3F - 3

THRONE HALL

VESTIBUS

TOLLYNS OFFICE

SHAWNEE INTERIOR



054 49 A C 03:41:43:03 03:41:49:00 01:06:32:16 01:06:38:13  
FROM CLIP NAME: 3A-3  
055 50 A C 04:09:53:01 04:09:56:06 01:06:38:13 01:06:41:18  
FROM CLIP NAME: 3F - 3  
056 49 A C 03:41:52:05 03:41:55:04 01:06:41:18 01:06:44:17  
FROM CLIP NAME: 3A-3  
057 49 A C 03:46:55:21 03:47:00:24 01:06:44:17 01:06:49:20  
FROM CLIP NAME: 3B-2  
058 50 A C 04:10:04:01 04:10:05:22 01:06:49:20 01:06:51:11  
FROM CLIP NAME: 3F - 3  
059 49 A C 03:43:44:26 03:43:50:13 01:06:51:11 01:06:56:28  
FROM CLIP NAME: 3A-4  
060 50 A C 04:15:12:26 04:15:16:06 01:06:56:28 01:07:00:08  
FROM CLIP NAME: 3G - 3  
061 49 A C 03:47:10:07 03:47:20:11 01:07:00:08 01:07:10:12  
FROM CLIP NAME: 3B-2  
062 49 A C 03:36:31:08 03:36:37:24 01:07:10:12 01:07:16:28  
FROM CLIP NAME: 3-1  
063 49 A C 03:36:38:08 03:36:38:15 01:07:16:28 01:07:17:05  
FROM CLIP NAME: 3-1  
064 49 A C 03:51:56:28 03:51:57:21 01:07:17:05 01:07:17:28  
FROM CLIP NAME: 3C-4  
065 49 A C 03:56:40:08 03:56:48:13 01:07:17:28 01:07:26:03  
FROM CLIP NAME: 3D-4  
066 50 A C 04:04:39:18 04:04:44:27 01:07:26:03 01:07:31:12  
FROM CLIP NAME: 3E - 3  
067 49 A C 03:52:11:06 03:52:12:06 01:07:31:12 01:07:32:12  
FROM CLIP NAME: 3C - 4  
068 49 A C 03:52:12:06 03:52:21:01 01:07:32:12 01:07:41:07  
FROM CLIP NAME: 3C-4  
069 49 A C 03:56:50:03 03:56:51:21 01:07:41:07 01:07:42:25  
FROM CLIP NAME: 3D-4  
070 49 A C 03:56:59:22 03:57:04:06 01:07:42:25 01:07:47:09  
FROM CLIP NAME: 3D-4  
071 50 A C 04:04:56:09 04:05:01:17 01:07:47:09 01:07:52:17  
FROM CLIP NAME: 3E - 3  
072 49 A C 03:56:19:11 03:56:20:29 01:07:52:17 01:07:54:05  
FROM CLIP NAME: 3D-3  
073 49 A C 03:38:57:06 03:39:01:05 01:07:54:05 01:07:58:04  
FROM CLIP NAME: 3-2  
074 4 A C 04:07:11:17 04:07:16:05 01:08:03:26 01:08:08:14  
FROM CLIP NAME: 4 - 3  
075 3 A2 C 03:36:18:13 03:36:29:27 01:08:08:14 01:08:19:28  
FROM CLIP NAME: 4AB NEWSCAST 1 - 2  
076 3 A2 C 03:36:30:01 03:36:56:20 01:08:19:28 01:08:46:17  
FROM CLIP NAME: 4AB NEWSCAST 1 - 2  
077 4 A C 04:10:23:02 04:10:28:06 01:08:55:20 01:09:00:24  
FROM CLIP NAME: 4C - 2  
078 10 A C 10:03:34:14 10:03:39:20 01:09:27:11 01:09:32:17  
FROM CLIP NAME: 5 - 3  
079 10 A C 10:23:00:12 10:23:01:18 01:09:32:17 01:09:33:23  
FROM CLIP NAME: 5D - 2  
080 10 A C 10:18:42:08 10:18:47:23 01:09:33:23 01:09:39:08  
FROM CLIP NAME: 5C - 4

THRONE HALL

VESTPOUS

TOLLYN'S OFFICE

DRIVING INTRUCK



081 10 A C 10:07:37:01 10:07:39:19 01:09:39:20 01:09:42:08  
FROM CLIP NAME: 5A - 4  
082 10 A C 10:28:46:15 10:28:46:20 01:09:42:08 01:09:42:13  
FROM CLIP NAME: 5E - 2  
083 10 A C 10:10:44:02 10:10:51:16 01:09:42:13 01:09:49:27  
FROM CLIP NAME: 5B - 4  
084 10 A C 10:07:47:11 10:07:51:16 01:09:49:27 01:09:54:02  
FROM CLIP NAME: 5A - 4  
085 10 A C 10:18:48:08 10:18:52:13 01:09:57:03 01:10:01:08  
FROM CLIP NAME: 5C - 4  
086 10 A C 10:25:23:15 10:25:26:17 01:10:01:08 01:10:04:10  
FROM CLIP NAME: 5D - 3  
087 10 A C 10:15:44:03 10:15:48:22 01:10:04:10 01:10:08:29  
FROM CLIP NAME: 5C - 3  
088 10 A C 10:15:49:06 10:15:51:18 01:10:08:29 01:10:11:11  
FROM CLIP NAME: 5C - 3  
089 10 A C 10:19:03:09 10:19:14:11 01:10:11:11 01:10:22:13  
FROM CLIP NAME: 5C - 4  
090 10 A C 10:23:40:17 10:23:44:29 01:10:22:13 01:10:26:25  
FROM CLIP NAME: 5D - 2  
091 10 A C 10:16:06:27 10:16:13:10 01:10:26:25 01:10:33:08  
FROM CLIP NAME: 5C - 3  
092 10 A C 10:23:52:12 10:23:53:10 01:10:33:08 01:10:34:06  
FROM CLIP NAME: 5D - 2  
093 10 A C 10:16:15:22 10:16:25:24 01:10:34:06 01:10:44:08  
FROM CLIP NAME: 5C - 3  
094 10 A C 10:26:06:01 10:26:09:18 01:10:44:08 01:10:47:25  
FROM CLIP NAME: 5D - 3  
095 10 A C 10:19:39:07 10:19:41:16 01:10:47:25 01:10:50:04  
FROM CLIP NAME: 5C - 4  
096 10 A C 10:24:14:12 10:24:23:21 01:10:50:04 01:10:59:13  
FROM CLIP NAME: 5D - 2  
097 10 A C 10:16:40:15 10:16:46:01 01:10:59:13 01:11:04:29  
FROM CLIP NAME: 5C - 3  
098 10 A C 10:26:25:01 10:26:28:25 01:11:04:29 01:11:08:23  
FROM CLIP NAME: 5D - 3  
099 10 A C 10:16:51:29 10:16:55:14 01:11:08:23 01:11:12:08  
FROM CLIP NAME: 5C - 3  
100 1 A C 02:01:16:15 02:01:16:16 01:11:58:00 01:11:58:01  
FROM CLIP NAME: BEEP.COPY.01  
101 5 A C 05:10:50:20 05:11:02:29 01:12:00:01 01:12:12:10  
FROM CLIP NAME: 7 - 1  
102 5 A C 05:29:43:29 05:29:50:04 01:12:12:10 01:12:18:15  
FROM CLIP NAME: 7B - 2  
103 5 A C 05:11:08:03 05:11:13:24 01:12:18:15 01:12:24:06  
FROM CLIP NAME: 7 - 1  
104 5 A C 05:29:56:22 05:30:02:00 01:12:25:06 01:12:30:14  
FROM CLIP NAME: 7B - 2  
105 5 A C 05:13:16:14 05:13:24:29 01:12:30:14 01:12:38:29  
FROM CLIP NAME: 7 - 2  
106 5 A C 05:35:23:05 05:35:25:25 01:12:39:28 01:12:42:18  
FROM CLIP NAME: 7C - 2  
107 5 A C 05:18:49:29 05:19:03:12 01:12:42:18 01:12:56:01  
FROM CLIP NAME: 7A - 2

THRONE HALL

VESTIB

TOLLYN'S OFFICE

SHUTTLE INTERIOR

FRONT DESK



108 1 A C 02:01:16:15 02:01:16:16 01:13:58:00 01:13:58:01  
 FROM CLIP NAME: BEEP.COPY.01  
 109 5 A C 05:25:34:07 05:25:37:12 01:14:00:00 01:14:03:05  
 FROM CLIP NAME: 101A - 1  
 110 5 A C 05:45:44:02 05:45:46:28 01:14:03:05 01:14:06:01  
 FROM CLIP NAME: 101B - 4  
 111 5 A C 05:25:40:08 05:25:44:01 01:14:06:01 01:14:09:24  
 FROM CLIP NAME: 101A - 1  
 112 5 A C 05:44:34:20 05:44:39:12 01:14:09:24 01:14:14:16  
 FROM CLIP NAME: 101B - 3  
 113 5 A C 05:26:38:22 05:26:42:24 01:14:14:16 01:14:18:18  
 FROM CLIP NAME: 101A - 2  
 114 5 A C 05:46:04:09 05:46:10:05 01:14:18:18 01:14:24:14  
 FROM CLIP NAME: 101B - 4  
 115 5 A C 05:25:56:23 05:26:05:17 01:14:24:14 01:14:33:08  
 FROM CLIP NAME: 101A - 1  
 116 1 A C 02:01:16:15 02:01:16:16 01:14:58:00 01:14:58:01  
 FROM CLIP NAME: BEEP.COPY.01  
 117 5 A C 05:20:56:04 05:21:12:13 01:15:00:00 01:15:16:09  
 FROM CLIP NAME: 144A - 1  
 118 5 A C 05:38:57:28 05:39:01:18 01:15:17:09 01:15:20:29  
 FROM CLIP NAME: 144C - 4  
 119 5 A C 05:21:15:27 05:21:19:13 01:15:20:29 01:15:24:15  
 FROM CLIP NAME: 144A - 1  
 120 5 A C 05:40:08:16 05:40:12:10 01:15:25:15 01:15:29:09  
 FROM CLIP NAME: 144D - 1  
 121 5 A C 05:25:08:01 05:25:12:29 01:15:29:09 01:15:34:07  
 FROM CLIP NAME: 144B - 2  
 122 1 A C 02:01:16:15 02:01:16:16 01:15:58:00 01:15:58:01  
 FROM CLIP NAME: BEEP.COPY.01  
 123 5 A C 05:09:37:22 05:09:43:16 01:16:00:00 01:16:05:24  
 FROM CLIP NAME: 158A - 6  
 124 6 A C 06:02:50:22 06:02:53:17 01:16:05:24 01:16:08:19  
 FROM CLIP NAME: 158B - 3  
 125 5 A C 05:09:47:04 05:09:50:22 01:16:08:19 01:16:12:07  
 FROM CLIP NAME: 158A - 6  
 126 6 A C 06:02:07:26 06:02:08:09 01:16:12:07 01:16:12:20  
 FROM CLIP NAME: 158B - 2  
 127 5 A C 05:09:50:19 05:09:53:04 01:16:12:20 01:16:15:05  
 FROM CLIP NAME: 158A - 6  
 128 6 A C 06:02:10:19 06:02:13:27 01:16:15:05 01:16:18:13  
 FROM CLIP NAME: 158B - 2  
 -> SOURCE B.REEL = 2 AVID IMPORT ID = 00000000 00000000  
 -> SOURCE MARTIN = 1 AVID IMPORT ID = 0AA49E16A 0000891E1  
 -> SOURCE WC31012 C = 12 AVID IMPORT ID = 0A9EFFC30 0010DB1FE  
 -> SOURCE WC31011 C = 11 AVID IMPORT ID = 0A9EFEB45 000CB72D0  
 -> SOURCE WC31014 C = 14 AVID IMPORT ID = 0A9F42E1A 0018DD733  
 -> SOURCE WC31030 C = 30 AVID IMPORT ID = 0AA027193 0063F7564  
 -> SOURCE WC3 1049C = 49 AVID IMPORT ID = 0AA0D354A 001F5252A  
 -> SOURCE WC31050 C = 50 AVID IMPORT ID = 0AA0F81FB 000C34437  
 -> SOURCE WC32004 = 4 AVID IMPORT ID = 0A9F9A283 002F6D392  
 -> SOURCE WC32003 C = 3 AVID IMPORT ID = 0A9FD056A 000DE0B4B  
 -> SOURCE WC31010 C = 10 AVID IMPORT ID = 0A9EDDAFF 002EE5F0D  
 -> SOURCE WC32005 C = 5 AVID IMPORT ID = 0AA1D3D1E 007EB2A09

THRONE HALL

VESTIB

TOLLYN'S OFFICE

SHUTTLE INTERIOR

FAIRY LEEA



-> SOURCE WC32006 C = 6 AVID IMPORT ID = 0AA473C68 00090F07E  
.....  
.....

THRONE HALL

VESPUS

SHUILE INESOK

LEA



THRONE HALL

VESTUS

TOLWYN'S OFFICE

SHUTTLE INTERIOR

FRONT DECK



KILRATHI THRONE HALL - M.V.

[illegible]

KILRATH	FLEET
---------	-------

ХИМИЯ

TOLWYN'S OFFICE

vespus



O1THREM	1H	KTH_CAM#11	
O1THREM	1L	KTH_CAM#12	
O1THREM1&2	1V	KTH_CAM#12	
O1THREM	1K	KTH_CAM#13	
O1THREM1&2	1U	KTH_CAM#13	?
O1THREM2	1T	KTH_CAM#13	?
PWTHREM	177	KTH_CAM#14	
16EMINV	142	KTH_CAM#2	
I0KILTH	91	KTH_CAM#2	
O1THREM	1E	KTH_CAM#2 new	
16EMINV	142A	KTH_CAM#3	
I0KILTH	91A	KTH_CAM#3	
O1THREM	1F	KTH_CAM#3	
O1THREM	1S	KTH_CAM#4	
O1THREM	1R	KTH_CAM#6	
O1THREM	1G	KTH_CAM#8	
16EMINV	142B	KTH_CAM#9	
I0KILTH	91B	KTH_CAM#9	
PWTHREM	177A	KTH_CAM#9	
	1M		UNKNOWN MAYBE ESTABLISHING
	E		

VESTUS

TOLLYN'S OFFICE

SHUILE INTERIOR

THANKS NEW





1P-3

9/20

11/20

2/18

11/20

28/39

11/20

20/37

11/20

24/29

# KILRATHI SHOTS NEEDING- NO BACKGROUND

VI	EVENT#	FREEZ#	MICEL#	SC#	BACKGROUND
1	VI	15	11	1	NONE
4	"	18	11	1B	"
13	"	20	14	1P	"
5	"	23	11	1B	"
2	"	26	11	1	"
3	"	31	11	1A	"
11	"	33	11	1D	"
6	"	35	11	1C	"
10	"	37	11	1D	"
7	"	39	11	1C	"
9	"	41	11	1D	"
8	"	43	11	1C	"
12	"	45	11	1D	"

PAINTI DEAN

SHUTTER INTERIOR

TOLLYN'S OFFICE

VESTPOUS





TCR 11:30:26:20

MITSUBISHI ELECTRIC

4/15

11/11

2/10

1/10

28/57

1/10

20/37

1/10

1/10

KILRATHI SHOTS NEED  
NO BACKGROUND

VI	EVENT#	FREEL#	MARK#	SC
1	15	11	—	1
4	18	11	—	1B
13	20	14	—	1P
5	23	11	—	1B
2	26	11	—	1
3	31	11	—	1A
11	33	11	—	1D
6	35	11	—	1C
10	37	11	—	1D
7	39	11	—	1C
9	41	11	—	1D
8	43	11	—	1C
12	45	11	—	1D



KILRATHI SHOTS

NO BAY

EVENT# FREEL# M10

YI	15	11	-
1	18	11	-
4	20	14	-
13	23	11	-
5	26	11	-
2	31	11	-
3	33	11	-
11	35	11	-
6	37	11	-
10	39	11	-
7	41	11	-
9	43	11	-
8	45	11	-
12			



TCR 11:31:09:06

MITSUBISHI ELECTRIC

15/26

2/48

1/20

28/57

1/20

28/37

1/20

MITSUBISHI ELECTRIC

SHUTTER INTERIOR

TOLLYN'S OFFICE

VESTPOE





TCR 11:34:23:29

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

1A-2

20/31

2/18

2/18

28/57

2/18

20/37

2/18

KILRATHI SHOTS NEEDI  
NO BACKGROUND

VI	EVENT#	FREEL#	MIREL#	SC
1	15	11	—	1
4	18	11	—	1B
13	20	14	—	1P
5	23	11	—	1B
2	26	11	—	1
3	31	11	—	1A
11	33	11	—	1D
6	35	11	—	1C
10	37	11	—	1D
7	39	11	—	1C
9	41	11	—	1D
8	43	11	—	1C
12	45	11	—	1D

DRIVING INIENCE

TOLWYN'S OFFICE

VESPO



13-3



7/18

28/57  
240/37  
-7.50

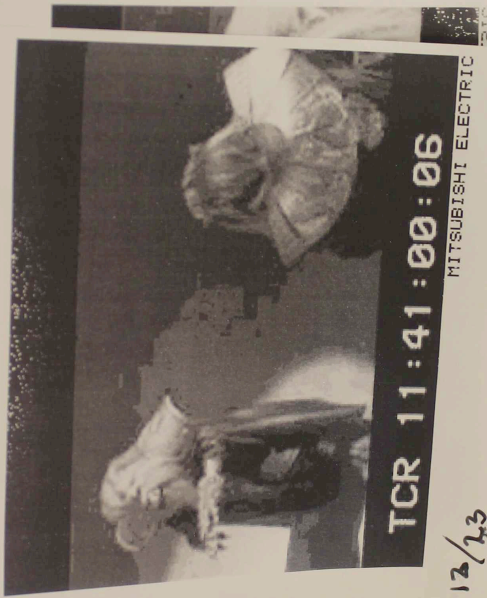
MITSUBISHI ELECTRIC

KILRATHI SHOTS NEET  
NO BACKRO

VI	EVENT#	FREEL#	WHEEL#
1	15	11	—
4	18	11	—
13	20	14	—
5	23	11	—
2	26	11	—
3	31	11	—
11	33	11	—
6	35	11	—
10	37	11	—
7	39	11	—
9	41	11	—
8	43	11	—
12	45	11	—

TOLLYN'S OFFICE VESTPO





1B-3

12/23

28/57

1/10

20/37

7/20

KILRATHI SHOTS NEEDIN  
NO BACKGROUND

YI	EVENT#	FREEL#	MARKEL#	SC#
1	15	11	—	1
4	18	11	—	1B
13	20	14	—	1P
5	23	11	—	1B
2	26	11	—	1
3	31	11	—	1A
11	33	11	—	1D
6	35	11	—	1C
10	37	11	—	1D
7	39	11	—	1C
9	41	11	—	1D
8	43	11	—	1C
12	45	11	—	1D

DRIVING INTRUCK

TOLKYN'S OFFICE

VESTPOS





TCR 11:52:45:01

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

24/35

28/34

1/1

20/37

27/25

VI	EVENT#	FREEL#	MIKEEL#	SC#	S
1	15	11	—	1	1
4	18	11	—	1B	1
13	20	14	—	1P	1
5	23	11	—	1B	1
2	26	11	—	1	1
3	31	11	—	1A	1
11	33	11	—	1D	1
6	35	11	—	1C	1
10	37	11	—	1D	1
7	39	11	—	1C	1
9	41	11	—	1D	1
8	43	11	—	1C	1
12	45	11	—	1D	1

KILRATHI SHOTS NEEDING—  
NO BACKGROUND

TOLNIN'S OFFICE

DRIVER INTERVIEW

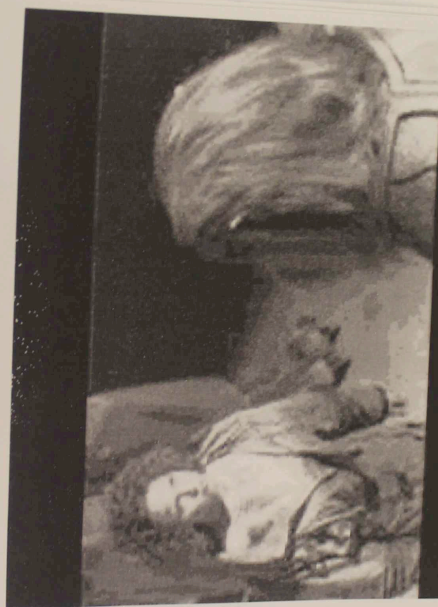
VESTUS



KILRATHI SHOTS NE

NO BACKER

YI	EVENT#	FREEL#	MARBL#
1	VI	15	11
4	"	18	11
13	"	20	14
5	"	23	11
2	"	26	11
3	"	31	11
11	"	33	11
6	"	35	11
10	"	37	11
7	"	39	11
9	"	41	11
8	"	43	11
12	"	45	11



TCR 11:53:01:09

MITSUBISHI ELECTRIC

28/39

21/22

20/37

64/55

MITSUBISHI ELECTRIC

DRIVELINE INTERLOCK

DRIVELINE INTERLOCK

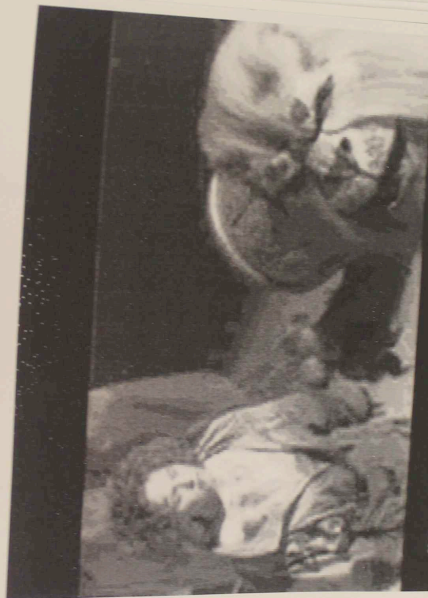
TOLLYN'S OFFICE

VEHICLE



KILRATHI SHOTS NE  
NO BACK

VI	EVENT#	FREEL#	MARKET#
1	VI	15	11
4	"	18	11
13	"	20	14
5	"	23	11
2	"	26	11
3	"	31	11
11	"	33	11
6	"	35	11
10	"	37	11
7	"	39	11
9	"	41	11
8	"	43	11
12	"	45	11



TCR 11:53:17:03

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

32/43

260/37

64/33

1C-6

SHVILLE INIENCK

TOLKYN'S OFFICE

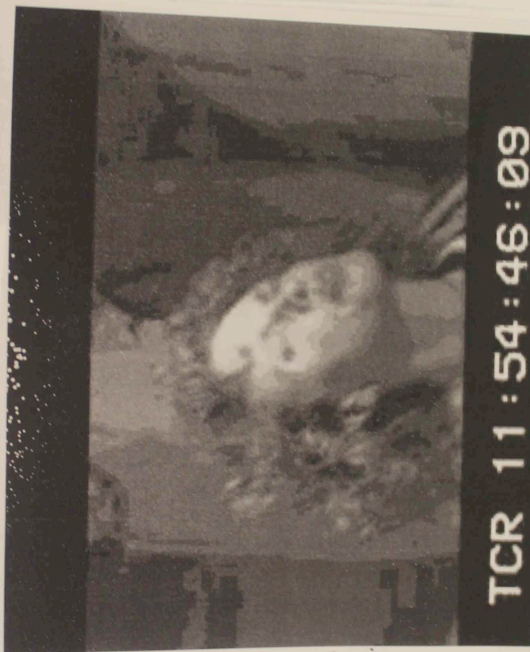
VESTPAC



KILRATHI SHOTS

NO BAC

YI	EVENT#	FREEL#	NIKE
1	VI	15	11
4	"	18	11
<u>13</u>	"	20	14
5	"	23	11
2	"	26	11
3	"	31	11
11	"	33	11
6	"	35	11
10	"	37	11
7	"	39	11
9	"	41	11
8	"	43	11
12	"	45	11



TCR 11:54:46:09

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

30/41

20/37

64/33

10-1

VESTUS

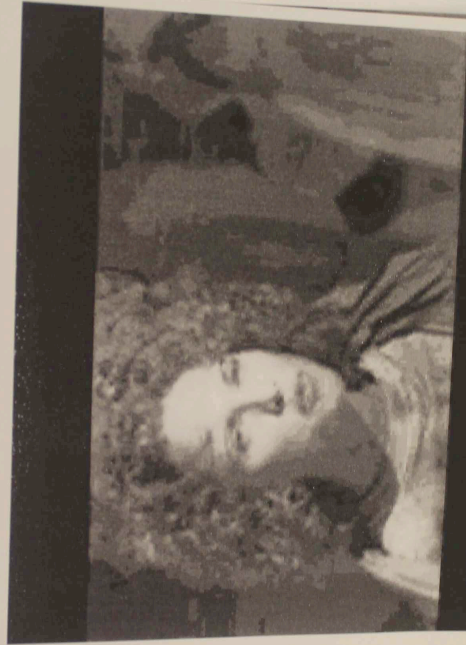
TO LION'S OFFICE

SHUTTER INTERIOR

DEAR



10-2



TCR 11:56:07:22

MITSUBISHI ELECTRIC

20/37  
64/33

KILLER'S JUDIS

NO BACK

VI	EVENT#	FREEL#	MARBT
1	VI	15	11
4	"	18	11
13	"	20	14
5	"	23	11
2	"	26	11
3	"	31	11
11	"	33	11
6	"	35	11
10	"	37	11
7	"	39	11
9	"	41	11
8	"	43	11
12	"	45	11

VESTPO

TOLLYN'S OFFICE

SHUTLE INTERIOR

10/11/11



KILKATHI SHOTS

NO BACK

VI	EVENT#	FREEZ#	MARKS
1	VI	15	11
4	"	18	11
13	"	20	14
5	"	23	11
2	"	26	11
3	"	31	11
11	"	33	11
6	"	35	11
10	"	37	11
7	"	39	11
9	"	41	11
8	"	43	11
12	"	45	11



TCR 11:56:31:06

MITSUBISHI ELECTRIC

22/33

HD-2

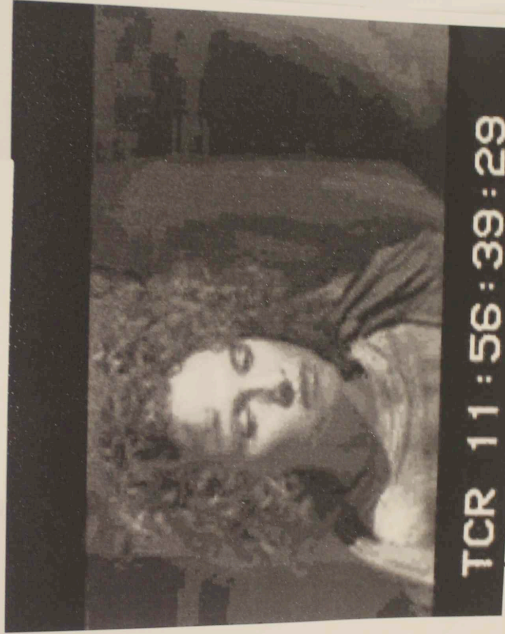
SHUILE INTERIOR

TOLLYN'S OFFICE

VESTPOUS



VI	EVENT#	FREEL#	NIER
1	VI	15	11
4	"	18	11
13	"	20	14
5	"	23	11
2	"	26	11
3	"	31	11
11	"	33	11
6	"	35	11
10	"	37	11
7	"	39	11
9	"	41	11
8	"	43	11
12	"	45	11



TCR 11:56:39:29

MITSUBISHI ELECTRIC

34/45

10-2

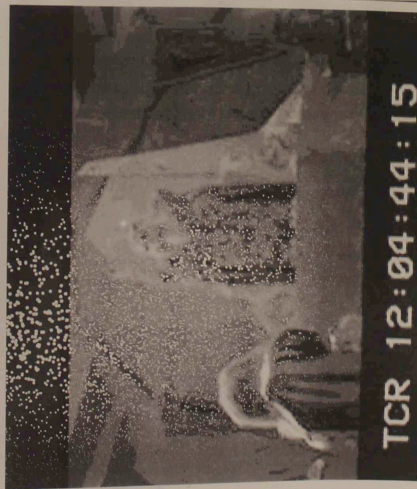
TOLLYN'S OFFICE

DAVID'S INTERIOR

VESTPOUS



1E-3



TCR 12:04:44:15

MITSUBISHI ELECTRIC

2/13

11/21 & 22

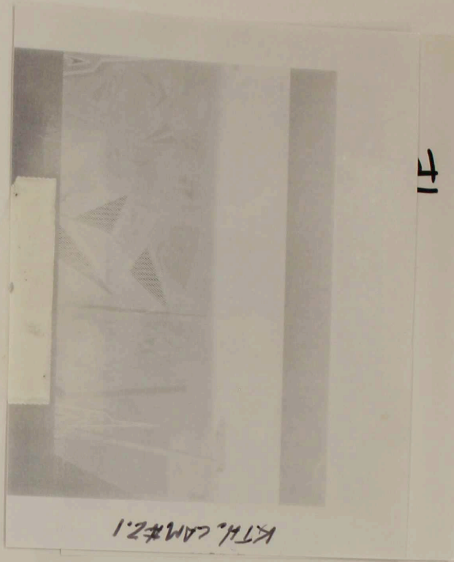
12:05:20:18 REPEAT

10/21/22 AT 1:02:48.18

1/20

# THRONE ROOM MASTER

V/UZ	EVENT#	FREQ#	MR.#	SC#	BACKGROUND
1	VI	13	12	1E	CAM #2 - NEW
2	VI	21 & 22	12	1E	FIX FRAME
3	VI	27	12	1E	REPEAT
4	VI	30	12	1E	



KTH. CAM #2.1

1E

THINKING DEAN

SHUTTLE INTERIOR

TOLLYN'S OFFICE

VESTIB



1E-3



TCR 12:05:21:08

MITSUBISHI ELECTRIC

11/21/22

TIME = 12:05; 20:18 12:05:21:08

10/21/22 AT 1:02:48.18

100

THRONE ROOM MA

V1/2	EVENT#	FREQ#	MR.#	SC
1	V1	13	12	1E
2	V1	21&22	12	1E
3	V1	27	12	1E
4	V1	30	12	1E

KTH.CAM#2.1

1E



1E-3



TCR 12:05:15:07

MITSUBISHI ELECTRIC

FRAME 12:05:20:18 REPEAB

10/21/22 AT 1:02:48.18

1.00

THRONE ROOM MASTER

V/V2	EVENT#	FREQ#	M.R.#	SC#	BOX
1	V1	13	12	1E	CA
2	V1	21&22	12	1E	FIX
3	V1	27	12	1E	RE
4	V1	30	12	1E	

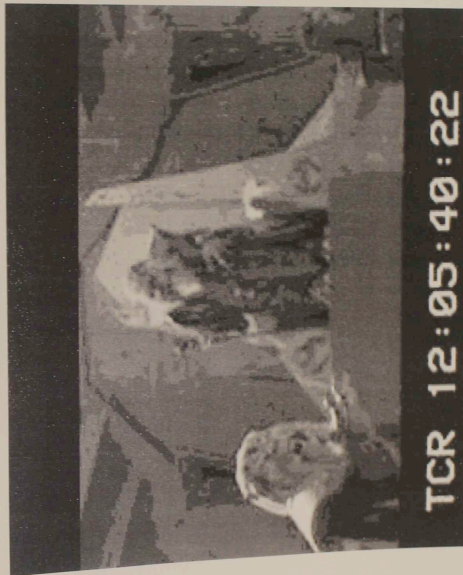
KTH, CAM#2.1

1E



THRONE ROOM MAS

V/V2	EVENT#	FREQ#	MR.#	SC#
1 VI	13	12	12	1E
2 VI	21&22	12	12	1E
3 VI	27	12	12	1E
4 VI	30	12	12	1E



TCR 12:05:40:22

MITSUBISHI ELECTRIC

16/27

KTH CAM#2.1

15

SHVILDS INTERLOCK



THRONE ROOM MAST

V/V2	EVENT#	FREQ#	MR.#	SC#
1 VI	13	12	12	1E
2 VI	21&22	12	12	1E
3 VI	27	12	12	1E
4 VI	30	12	12	1E



TCR 12:05:44:23

MITSUBISHI ELECTRIC

19/30

1E-3

KTH. CAM#2.1

1E

SHUTTER INTERLOCK

TOLWYN'S OFFICE

VESTPOUS



-3



TCR 12:04:44:15

MITSUBISHI ELECTRIC

2/13

11/21/22

12:05:10:18 GERALD  
12:02:48:18  
12:02:48:18

V102 B

1 V1

2 V1

3 V1

4 V1

2



TCR 12:04:43:09

1E

SHUTTLE INTERIOR

SHUTTLE INTERIOR

TOLLYN'S OFFICE

VESTPUS





TCR 12:07:59:25

MITSUBISHI ELECTRIC

1F-2

3/14

MITSUBISHI ELECTRIC

6/17

MED. CU. OF EMPEROR

V/V	EVENT #	FREEZ #	M REEL #	SC #	BG #
V1	14	12	12	1F	CAM#3
"	17	12	12	1F	

KTH-CAM#3



TCR 12:07:59:15

1F

KTH-CAM#3

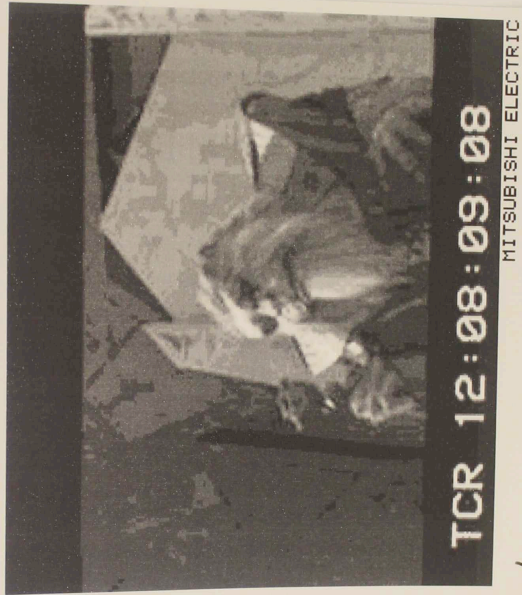
SHOULD INTERIOR

TOLLYN'S OFFICE

VESTPOUS



1F-2



6/17

KTH, CAN #3

TCR 12:07:59:15

MED. CU. OF EN

V/V2	EVENT #	FREEZ #	M
V1	14	12	1
"	17	12	12





TCR 12:11:56:00

MITSUBISHI ELECTRIC

33/44

21/22

40/34

21/22

MITSUBISHI ELECTRIC

27/38

MITSUBISHI ELECTRIC

29/40

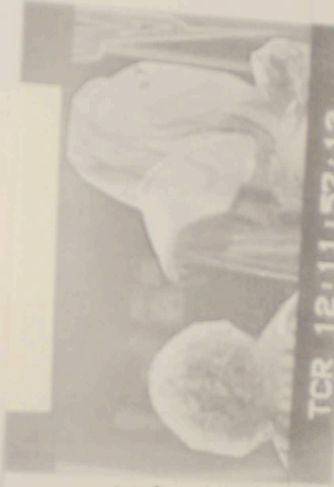
MITSUBISHI ELECTRIC

31/42

THAKATH W/ ANGEL

V/N2	EVENT#	FR#	MR#	SC#	EG#	KTH-CAM#
2 V1	32	12	12	16	16	8
3 "	34	12	12	16	"	"
4 "	36	12	12	16	"	"
5 "	38	12	12	16	"	"
6 "	40	12	12	16	"	"
7 "	42	12	12	16	"	"
1 "	44	12	12	16	"	"

CROWD IN BG?



TCR 12:11:57:13

16

KTH-CAM# 8.1

FAMILY MEAL

SHUTTLE IN/ENCK

TOLLYN'S OFFICE

VESTPUG





TCR 12:13:05:05

MITSUBISHI ELECTRIC

21/32

40/34

27/38

29/40

31/42

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

THAKATH w/ ANGEL

EVENT# FR# MR# SC

V1/V2

2 V1

3 "

4 "

5 "

6 "

7 "

1 "

32 12 12 1G

34 12 12 1G

36 12 12 1G

38 12 12 1G

40 12 12 1G

42 12 12 1G

44 12 12 1G

CROWD IN BG?

KTFL CAN#8.1

TCR 12:11:11:11



1G-3



TCR 12:13:15:04

MITSUBISHI ELECTRIC

23/34  
12/12

MITSUBISHI ELECTRIC

27/38

MITSUBISHI ELECTRIC

29/40

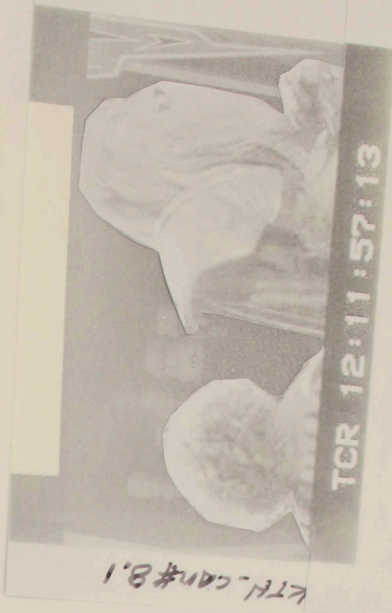
MITSUBISHI ELECTRIC

31/42

THAKATH W/ ANGEL

VI/VZ	EVENT#	FR#	MR#	SC#	R
2 VI	32	12	12	1G	KT
3 "	34	12	12	1G	
4 "	36	12	12	1G	
5 "	38	12	12	1G	
6 "	40	12	12	1G	
7 "	42	12	12	1G	
1 "	44	12	12	1G	

CROWD IN BG?



TCR 12:11:57:13

KTU, CAR# B.1





TCR 12:13:21:10

MITSUBISHI ELECTRIC

25/36

MITSUBISHI ELECTRIC

27/38

MITSUBISHI ELECTRIC

29/40

MITSUBISHI ELECTRIC

31/42

16-3

THRAKATH W/ ANGEL

EVENT# FR# MR# SC#

V1/V2

2 V1

32

12

12

16

3 "

34

12

12

16

4 "

36

12

12

16

5 "

38

12

12

16

6 "

40

12

12

16

7 "

42

12

12

16

1 "

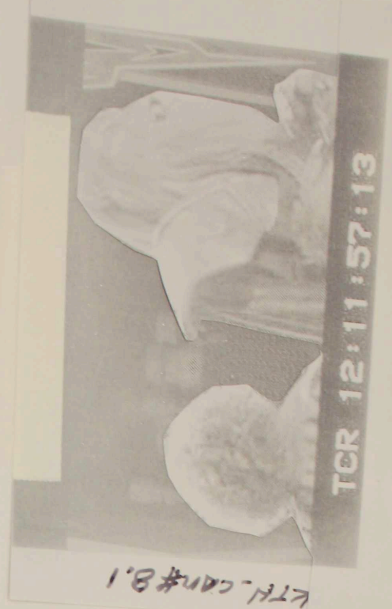
44

12

12

16

CROWD IN BG?



TCR 12:11:57:13

16



THIRAKATH w/ ANGEL

VI/V2	EVENT#	FR#	MR#	SCH
2 V1	32	12	12	1G
3 "	34	12	12	1G
4 "	36	12	12	1G
5 "	38	12	12	1G
6 "	40	12	12	1G
7 "	42	12	12	1G
1 "	44	12	12	1G

CROWD IN BG?



TCR 12:13:32:20

MITSUBISHI ELECTRIC

27/38

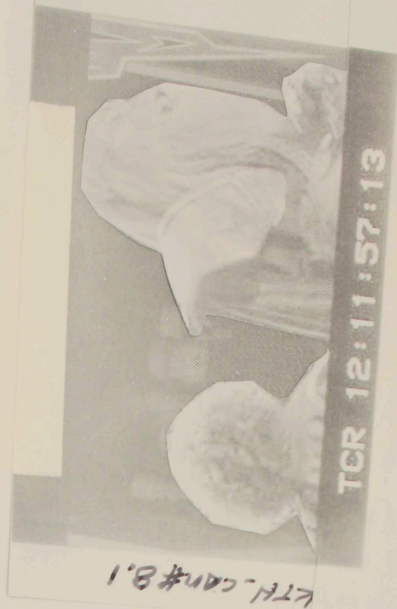
MITSUBISHI ELECTRIC

29/40

MITSUBISHI ELECTRIC

31/42

1G-3



ETH. CAN#8.1

TCR 12:11:57:13

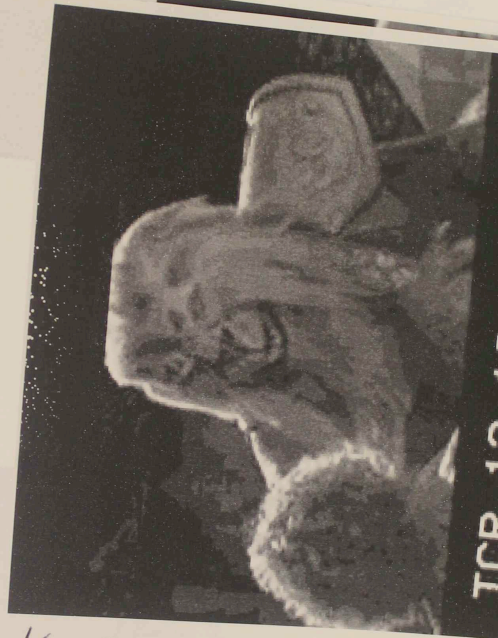
1G

DRIVILE INTERIOR



VI/VZ	EVENT#	FR#	MR#	S
2 VI	32	12	12	10
3 "	34	12	12	10
4 "	36	12	12	10
5 "	38	12	12	10
6 "	40	12	12	10
7 "	42	12	12	10
1 "	44	12	12	10

CROWD IN BG?



TCR 12:13:39:00

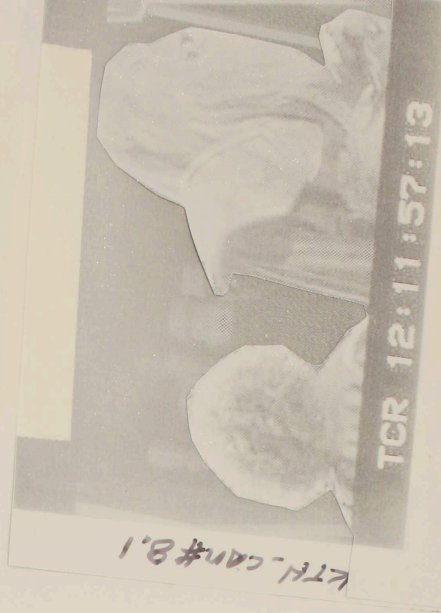
MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

29/40

31/42

10-3



TCR 12:11:57:13

10

PAINT DECK

SHUTTLE INTERIOR

TOLLYN'S OFFICE

VESTIB



2 VI	32	12	12	10
3 "	34	12	12	10
4 "	36	12	12	10
5 "	38	12	12	10
6 "	40	12	12	10
7 "	42	12	12	10
1 "	44	12	12	10

CROWD IN BG?

1G-3



TCR 12:13:43:15  
MITSUBISHI ELECTRIC

31/42

KTH, CAN #8.1



TCR 12:11:57:13

1G

TOLEMY'S OFFICE  
VESTPOUS



1R-3



TCR 14:18:52:24

MITSUBISHI ELECTRIC

5/16

8/19

MITSUBISHI ELECTRIC

TCR 14:20:09:14

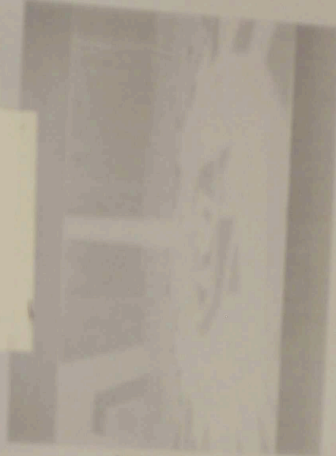
MITSUBISHI ELECTRIC

14/25

## PILOTS

V/V2	EVENT#	FR#	M.R.#	SG#	EG#
V1	16	14	14	1R	CAN# 6
V1	19	14	14	1S	CAN# 4
V1	25	14	14	1S	CAN# 4

ROUND IN 66 7



KTH.CAN#6.1

FRONT VIEW

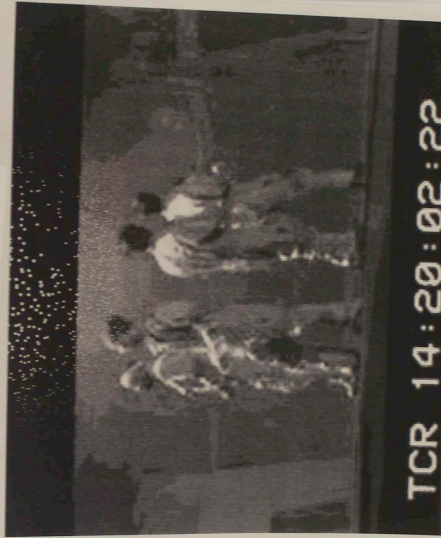
SHUTTLE INTERIOR

TOLLYN'S OFFICE

VESTIB



15-1



TCR 14:20:02:22

MITSUBISHI ELECTRIC

8/19

TCR 14:20:09:14

MITSUBISHI ELECTRIC

14/25

## PILOTS

V1/V2	EVENT#	FR#	MR#	SC#
V1	16	14	14	1R
V1	19	14	14	1S
V1	25	14	14	1S

GROUND IN BG?

KTH\_CAM#6.1





# PILOTS

V1/V2	EVENT#	FR#	MR#	SC#	B
V1	16	14	14	14	14
V1	19	14	14	15	15
V1	25	14	14	15	15

CROWD IN BG ?

KTH.CAM#6.1



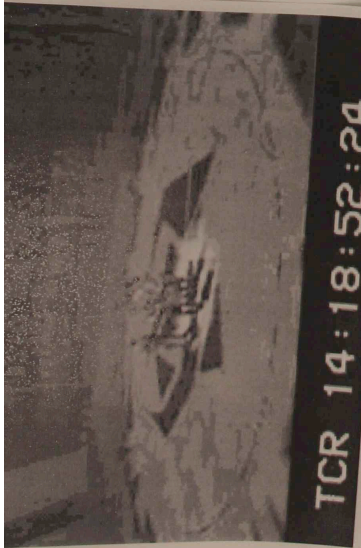
TCR 14:20:09:14

MITSUBISHI ELECTRIC

14/25

1-S4





TCR 14:18:52:24

MITSUBISHI ELECTRIC

5/16

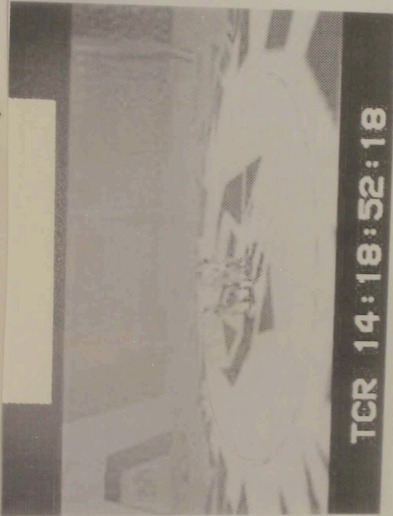
MITSUBISHI ELECTRIC

8/19

TCR 14:20:09:14

MITSUBISHI ELECTRIC

14/25



TCR 14:18:52:18

1R

BG# 9  
CAM# 4  
CAM# 4  
AM# 4

FRONT DECK

SHUTTLE INTERIOR

TOLLYN'S OFFICE

VESTPOUS





TCR 14:18:52:24

MITSUBISHI ELECTRIC

5/16

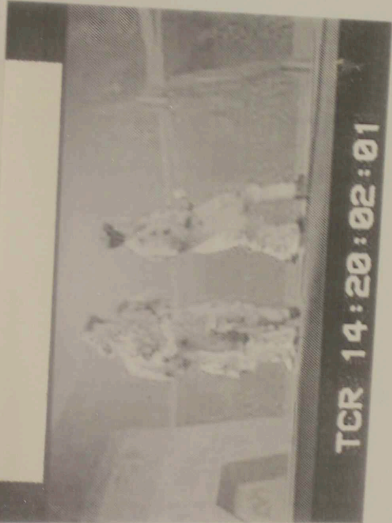
MITSUBISHI ELECTRIC

8/19

TCR 14:20:09:14

MITSUBISHI ELECTRIC

14/25



TCR 14:20:02:01

15

FRONT DECK

SHUTTLE INTERIOR

TOLLYN'S OFFICE

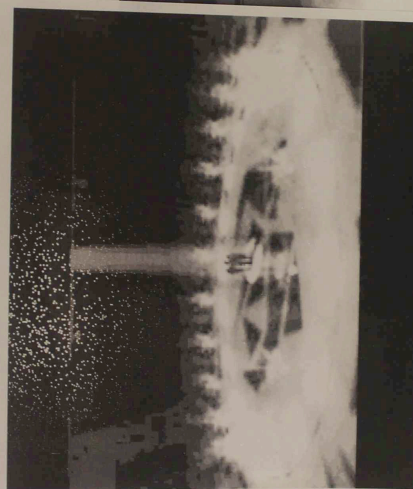
VESTIB



# PILOTS ZAPPED

VI/VZ	EVENT#	REEL#	SC#	BG#	COMPLETE
VI	28	D1-AN			
VI	29	"			

CROWD IN BG?



17/28 MITSUBISHI ELECTRIC

18/29 MITSUBISHI ELECTRIC

APR

FLIGHT DECK SHUTTLE INTERIOR TOLLYN'S OFFICE VESTIB



# PILOTS ZAPPED

VI/VZ	EVENT#	REEL#	SC#	BG#
VI	28	DI-AN		comp
VI	29	"		

CROWD IN BG?



ANZ

MITSUBISHI ELECTRIC

18/29

FLIGHT DECK

SHUTTLE INTERIOR

TOLLYN'S OFFICE

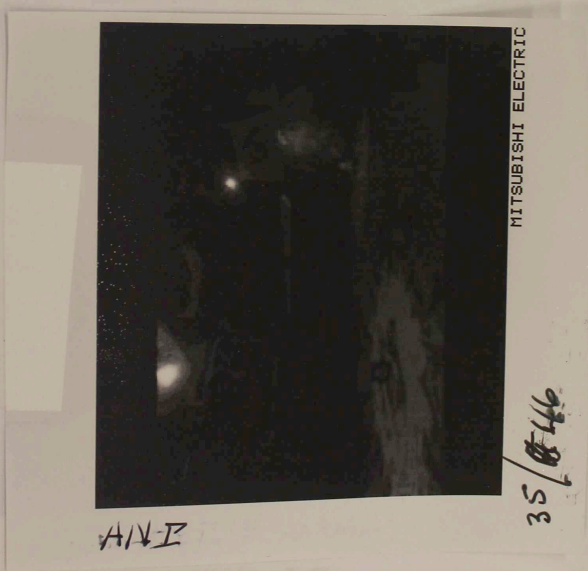
VESTIB



END ANIMATION  
FOR THRONE ROOM

EVENT # 46

BG CROWD ?



FINAL DECK SHUTTLE INTERIOR

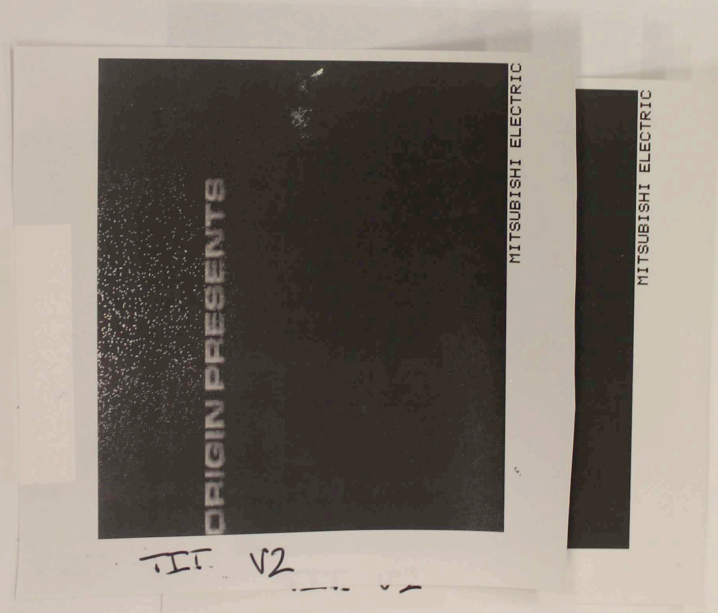
TOLKYN'S OFFICE

VESTIB



TITLES OVER BLACK

V1-V2 EVENT#	
V-1	6 BLACK
V-2	2 ORIGIN PRESENTS
V-2	4 A CHRIS ROBERTS GAME



III V2

PLANT DECK SHUTTLE INTERIOR



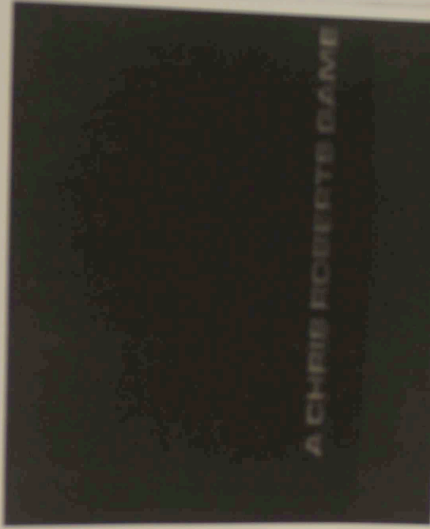
Titls over Blf

V-1Z EVENT

V-1 6 BLACK

V-2 2 ORIGIN PRESENTS

V-2 4 A CHRIS ROBERTS G



A CHRIS ROBERTS GANE

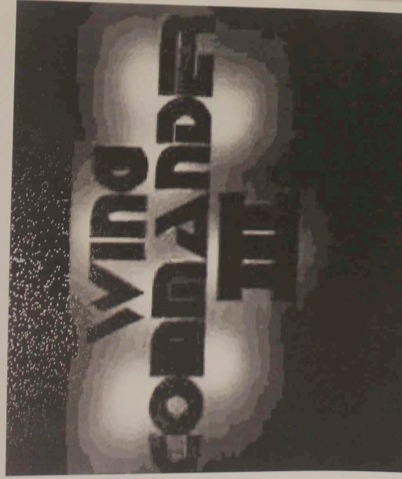
MITSUBISHI ELECTRIC

III. V2

PLANNING DECK | SHUTTLE INTERLOCK | TOLLING OFFICE | VESTIBULE



MAIN TITLE ANIMATION



MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

FLIGHT DECK SHUTTLE INTERIOR

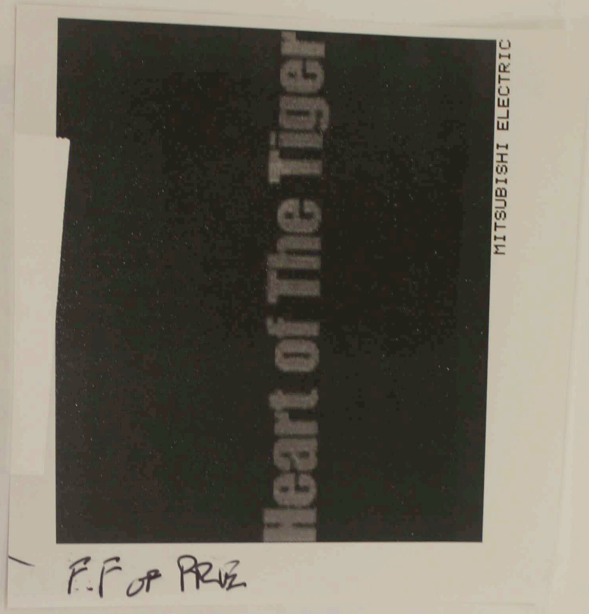
TOLKYN'S OFFICE

VESTPOUS



10/10/10

MAIN TITLE AMU



FLIGHT DECK SHUTTLE INTERIOR

TOLLYN'S OFFICE

VESTUS

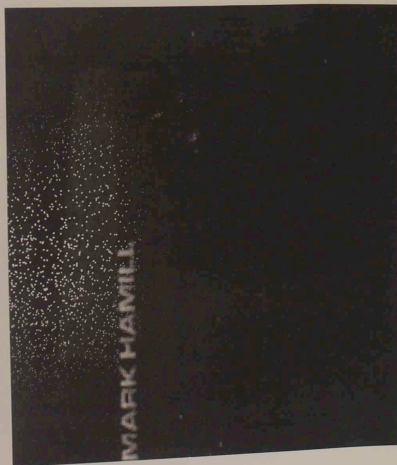


ACTOR CREDITS OVER STARFIELD

1/4/12 EVENT#

MARK HAMILL  
MALCOLM MACDOWELL  
JOHN RYES DAVIDS  
TOM WILSON/JASON BERNARD  
GINGER LYNN ALLEN/  
JENNIFER MACDONALD

STAR FIELD



TIT. V2

FLIGHT DECK SHUTTLE INTERIOR  
TOLWYN'S OFFICE  
VESTPO



ACTOR CREDITS OVER ST

1/4/12 EVENT#

MARK HAMILL  
MALCOLM MACDOWELL  
JOHN RYAN DRAVIES  
TOM WILSON/JASON BER  
GINGER LYNN ALLEN/  
JENNIFER MAC

STAR FIELD



TIG. V2



ACTOR CREDITS OVER START

1/4/12 EVENT#

MARK HAMILL

MALCOLM MACDOWELL

JOHN RYES DAVIES

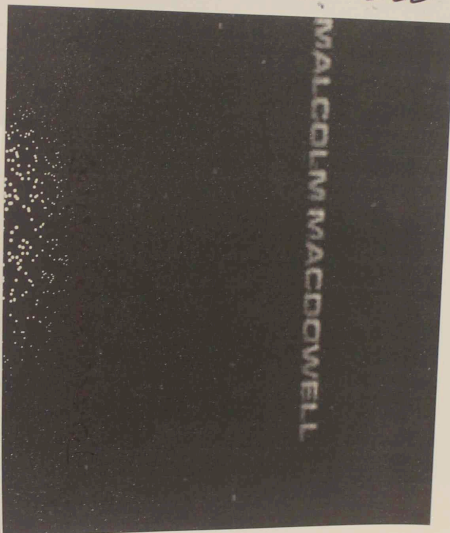
TOM WILSON/JASON BERNARD

SINGER LYNN ALLEN/

JENNIFER MACDONALD

STAR FIELD

1-1-12  
MITSUBISHI ELECTRIC



TR-1-12

PAINT DECK

SHUTTLE INTERIOR

TOLWYN'S OFFICE

VESTPO

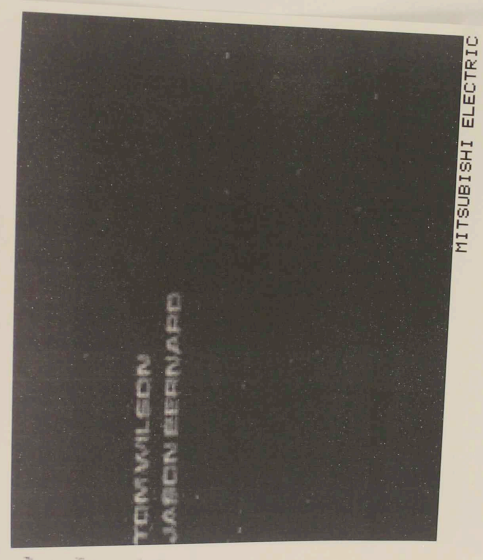


ACTOR CREDITS OVER START

1/1/12 EVENT#

MARK HAMILL  
MALCOLM MACDOWELL  
JOHN RYES DAVIES  
TOM WILSON/JASON BERNARD  
GINGER LYNN ALLEN/  
JENNIFER MACDONALD

STAR FIELD



TRE 12

FLIGHT DECK SHUTTLE INTERIOR TOLWYN'S OFFICE VESTIBUL



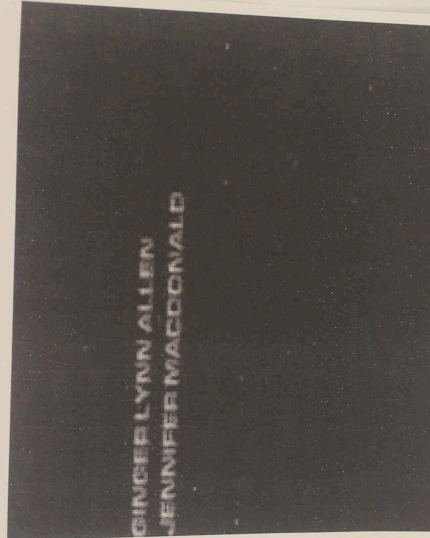
ACTOR CREDITS OVER STAR

11/12 EVENT#

MARK HAMILL  
MALCOLM MACDOWELL  
JOHN RYES DAVIES  
TOM WILSON/JASON BERNARD  
GINGER LYNN ALLEN/  
JENNIFER MACDONALD

STAR FIELD

11/12



MITSUBISHI ELECTRIC

FLIGHT DECK

SHUTTLE INTERIOR

TOLLYN'S OFFICE

VESTPOUS





MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

PRODUCTION CREDITS  
OVER STARFIELD

V1/V2 EVENT#

STARFIELD

Original Story & Created by

Screenplay by

Edited by / Music by

Production Designer /

Director of Photography

FLIGHT DECK

SHUTTLE INTERIOR

TOLLYN'S OFFICE

VESTPOUS



PRODUCTION CREDITS  
OVER STAR FIELD

V1/V2 EVENT#

STAR FIELD

Original Story by

Screenplay by

Edited by / mus

Production Designer

Director of Ph



MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

TBT. V2

FLIGHT DECK SHUTTLE INTERIOR TOLLYN'S OFFICE VESTIB



PRODUCTION CREDITS  
OVER STARFIELD

V1/V2 EVENT#

STARFIELD

Original Story & Created

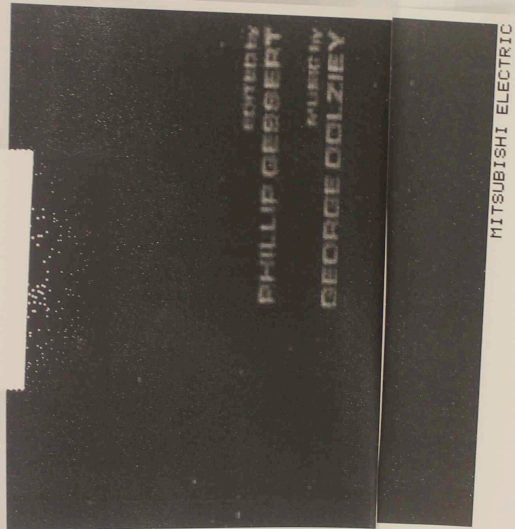
Screenplay by

Edited by / Music by

Production Designer /

Director of Photography

JRT. V2



FLIGHT DECK SHUTTLE INTERIOR

TOLLYN'S OFFICE VESTIB



PRODUCTION CREDITS  
OVER STARFIELD

V1/V2 EVENT#

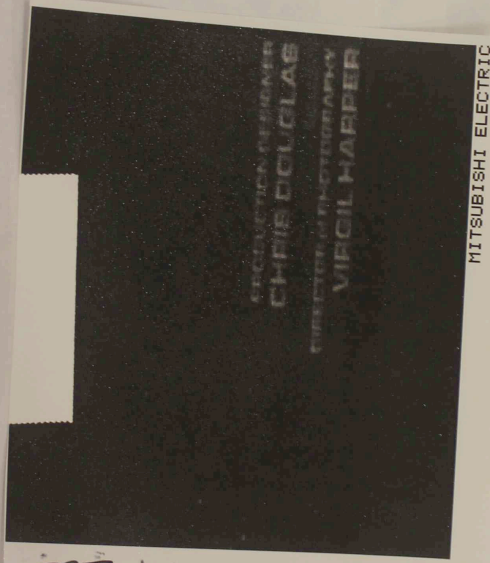
STARFIELD

Original Story & Credit

Screenplay by

Edited by / Music by

Production Designer /  
Director of Photography



V1/V2

PLANT DECK SHUTTLE INTERIOR

TOLLYN'S OFFICE

VESTPOUS



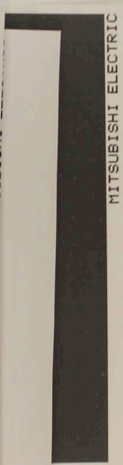
WORMHOLE ANIMATION  
w/ CONT. PRODUCTION CREDITS

V1/V2 EVENT #

ANIMATION  
Game Director Credit  
Producers Credits



MITSUBISHI ELECTRIC



MITSUBISHI ELECTRIC

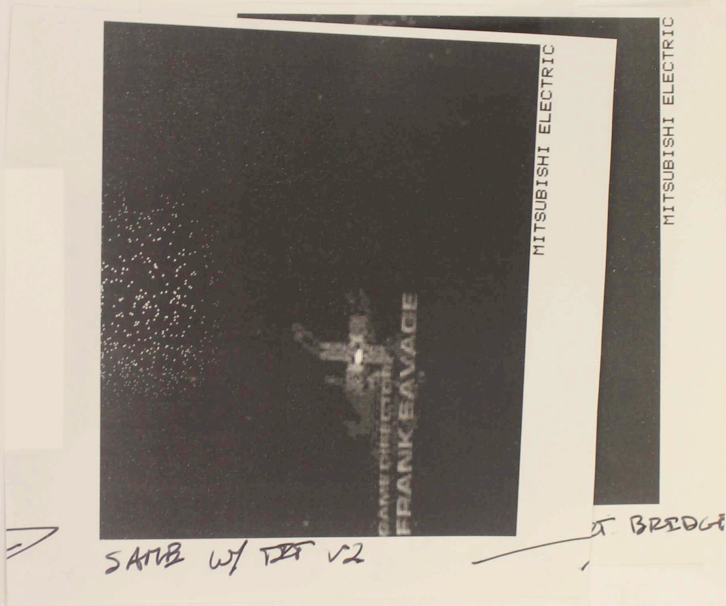
AWI

BRIDGE

FLIGHT DECK SHUTTLE INTERIOR TOLLYN'S OFFICE VESPU



5-15-16 2:14



WORMHOLE ANIMATION  
w/ CONT. PRODUCTION CR

V1/V2 EVENT #

ANIMATION

Game Director Cr

Producers Credits

FLIGHT DECK SHUTTLE INTERIOR

TOLLYN'S OFFICE

VESTIBUS



WORMHOLE ANIMATION  
W/ CONT. PRODUCTION CRE

V1/V2 EVENT #

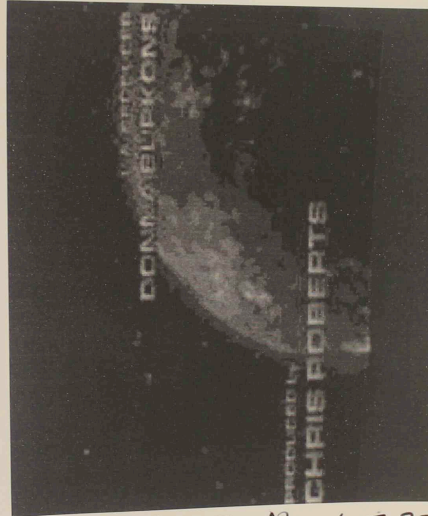
ANIMATION

Game Director Credits

Producers Credits



SAME W/ IT V2 (IT BRIDGE)



MITSUBISHI ELECTRIC

FLIGHT DECK SHUTTLE INTERIOR

TOLLYN'S OFFICE VESPU



EXT. THRONE HALL ANIMATION  
w/ DIREZORS CREDIT

V1/V2 EVENT #

ANIMATION

Directors Credit



MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

25)

AND

PLANT DECK

SHUTTLE INTERIOR

TOLLYN'S OFFICE

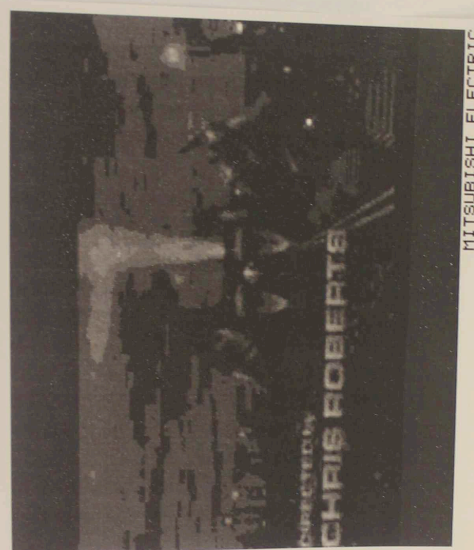
VESTPUS



EXT. THRONE HALL  
w/ DIREZORS

V1/V2 SUBMIT #

ANIMATION  
Directors



mitsubishi electric

SAME w/ TIT. V2

THOMAS DEAN

DRUIDS INTERIOR

TOLLYN'S OFFICE

VESTPO

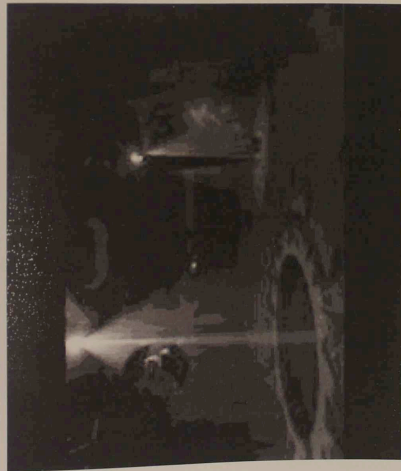


TNT. THRONE ROOM

VI/VZ EVENT#

ANIMATION

CROWD ACTIVITY



MITSUBISHI ELECTRIC

AND

1991/11/11

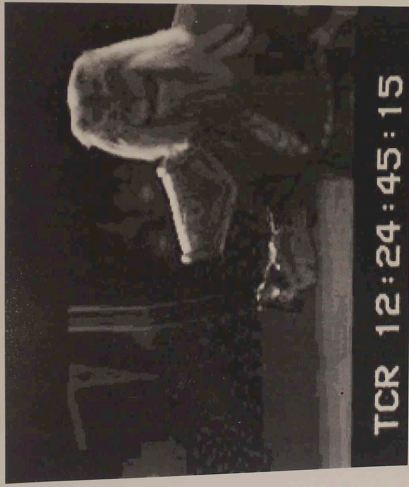
DAVID'S INTERVIEW

TOLLYN'S OFFICE

VESTPOUS



1K-3



TCR 12:24:45:15

MITSUBISHI ELECTRIC

1K.CAM #12



TCR 12:21:25:22

KTHL CAM #13

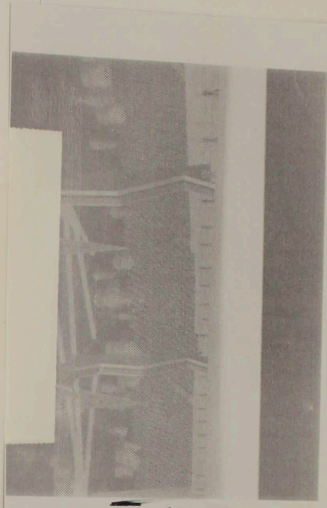
1K

1ST LIVE  
THAKATA

V1/2 EVENT# REEL  
V1 12 12

NEED CROWD FX IN BG  
HARRY 3

F1+es  
FROM  
HERE  
TO  
END



KTHL CAM #12.1

PAINTED DEER

SHUTTLE INTERIOR

TOLLYNS OFFICE

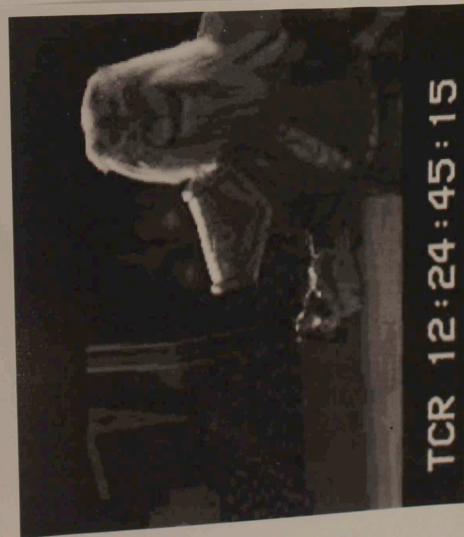
VESTPOUS



1ST LIVE ACTION SHOT  
THRAKATH MASTER

V1/2 EVENT# REEL# MATTE# SC# BACKGROUND  
V1 12 12 12 1K KTHCAM#12

NEED CROWD FX IN BG  
HARRY 3



TCR 12:24:45:15

1

1K-3

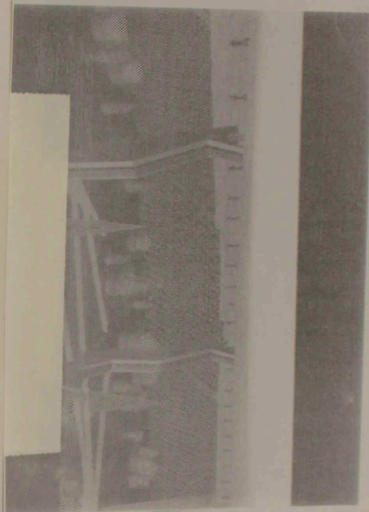


TCR 12:21:25:22

KTHCAM#13

1K

KTHCAM#12



KTHCAM#12.1



V1 EVENT# REEL:

V1 12 12

NEED CROWD FX  
AA



KTH.CAM #12

TCR 12:21:25:22

KTHL CAM #13

1K

KTHL CAM #12.1



PATIENT DECK

DRUTTER INTERIOR

TOLLYN'S OFFICE

VESTPUS



THRAKATH

HE  
TO  
EIN

V1/2 EVENT# REEL:  
F

V1 12 12

NEED CROWD FX IN E  
HARRY



KTH. CAM #13 1K

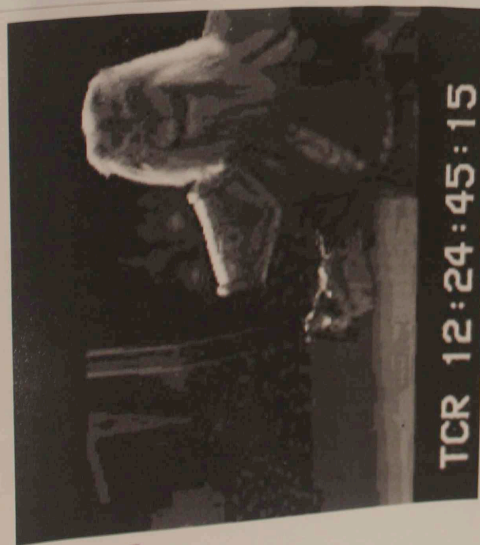


FLIGHT DECK SHUTTLE INTERIOR

TOLLYN'S OFFICE VESTIB



1ST LIVE  
THRAKATH



TCR 12:24:45:15

MITSUBISHI ELECTRIC



TCR 12:21:25:22

KTH.CAM #13

1K



KTH.CAM #11

TOLLYN'S OFFICE

VESTPUS



2V-1, w/ V2 Composite



TCR 17:40:03:25

MITSUBISHI ELECTRIC

13/24

New Background  
w/ C 142.13

WIDE THRONE ROOM

w/ FOREGROUND CROWD

V1/V2	EVENT#	FR#	MR#	SC#	BG#
V1	24	17	17	10	↓
V2	30	-	-	-	?

BG CROWD ?

FLIGHT DECK

SHUTTLE INTERCOM

TOLLYN'S OFFICE

VESPUIS



19-0001 19-0001

SAVING INTERIOR

TOLLYN'S OFFICE

VESPUS



VESPU - T.L.

[illegible]

FLIGHT DECK

CHUANG NIEN KONG

TOLWYN'S OFFICE



2	VES_CAM#1	
2A	VES_CAM#2	
2C	VES_CAM#4	
2D	VES_CAM#4	Zoom in
2E	VES_CAM#5	Add more texture (shadows) to rocks, make them farther away
2F	VES_CAM#5	Zoom in
2B	VES_CAM#7	Lose rocks in bg, just have horizon fade off into the distance

TOLLYN'S OFFICE

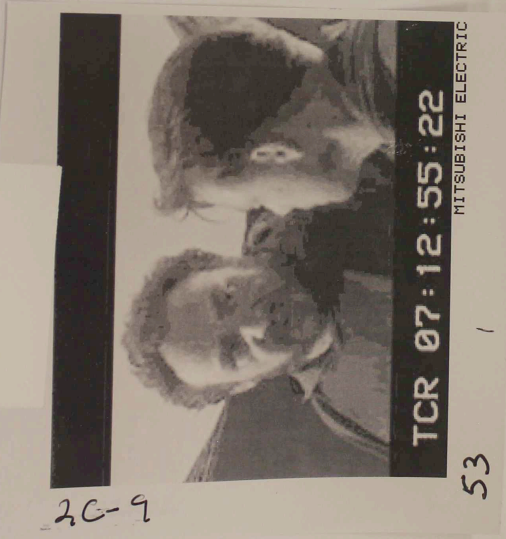
SHUILE INIENOK

PAWNI DEUN



2 SHOT FAVOR JOHN

V1/2 EVENT# FR# MR# SC# BG#  
V1 53 30 30 2C VES-CAM#4  
100:13:17



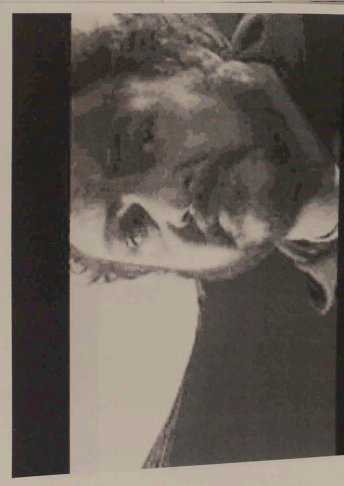
FAHMI DEAR  
SHUILE INENOK  
TOLLYN'S OFFICE



SINGLE ON JOHN

V1/V2	EVENT #	FR#	MIR#	SC#	BG#
V1	51	30	30	2D	V05-CAM#4B
"	58	30	30	2D	"
"	60	30	30	2D	"
"	64	30	30	2D	"

1,001,319



TCR 07:14:33:26

MITSUBISHI ELECTRIC

51

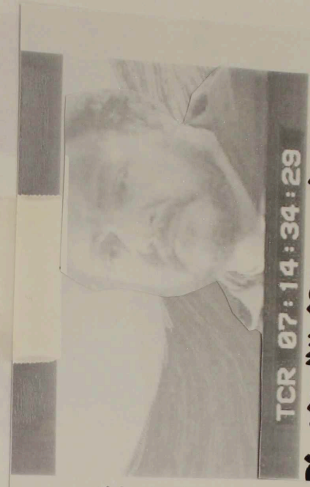
60

TCR 07:15:12:23

MITSUBISHI ELECTRIC

58

64



TCR 07:14:34:29

EI-CAM#4 (ROOM 14)

2D

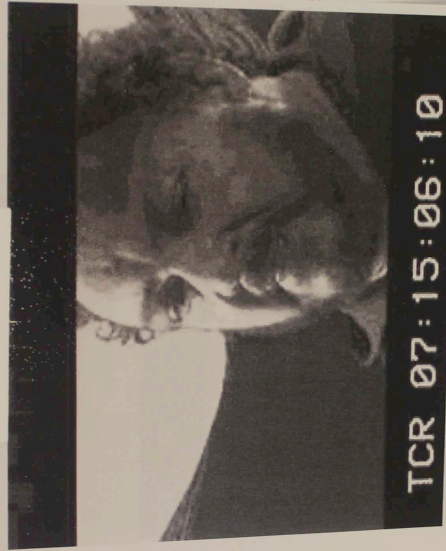
DRIVER INTERVIEW

TOLLYN'S OFFICE



SINGLE ON JOHN

VI/02	EVENT #	FR#	MR#	SC#
VI	51	30	30	2D
"	58	30	30	2D
"	60	30	30	2D
"	64	30	30	2D



TCR 07:15:06:10

MITSUBISHI ELECTRIC

TCR 07:15:12:23

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

20-1

60

58

64



TCR 07:14:34:29

ES-CAM#4 (ROOM 12)

2D

UES-CAM#4#46

DRIVE INTERCK

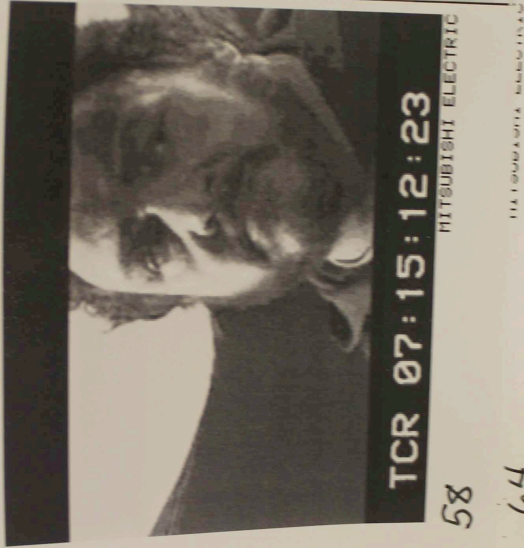
TOLLYN'S OFFICE



SINGLE ON JOHN

V1/V2	EVENT #	FR#	MR#	SC#
V1	51	30	30	2D V
"	58	30	30	2D
"	60	30	30	2D
"	64	30	30	2D

1/2



VES. CAMERA #46



DRIVING INTERVIEW

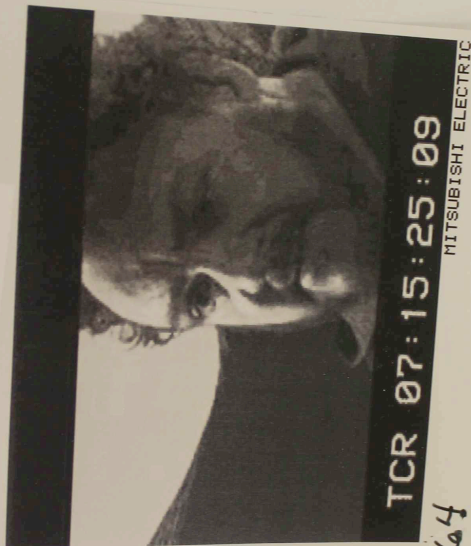
TOLLYN'S OFFICE



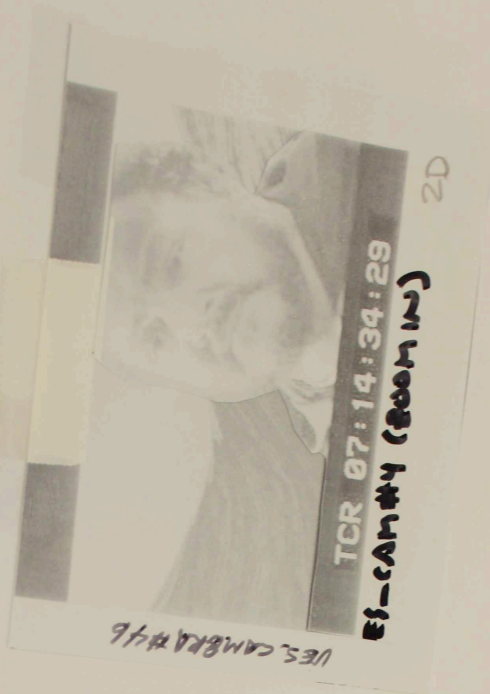
SINGLE ON JOHN

VI/V2	EVENT #	FR#	MR#	SC#	BG
VI	51	30	30	2D	VCS-G
"	58	30	30	2D	
"	60	30	30	2D	"
"	64	30	30	2D	"

1:00/13



2D-1



DRIVING INTERVIEW

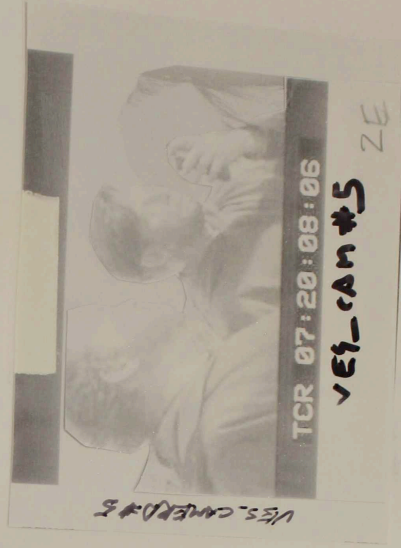
TOLLYN'S OFFICE



2 SHOT FAVOR MARK

V/2	EVENT#	FR#	MR#	SC#	BG#
54	54	30	30	2E	VES-CAM#5
61	61	30	30	2E	VES-CAM#5

1:00:13:21



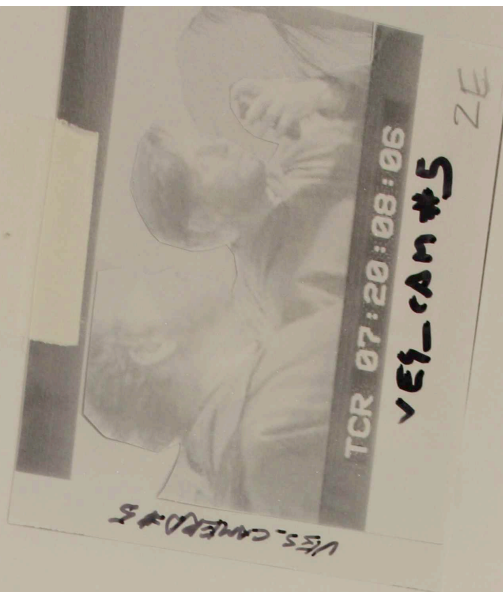
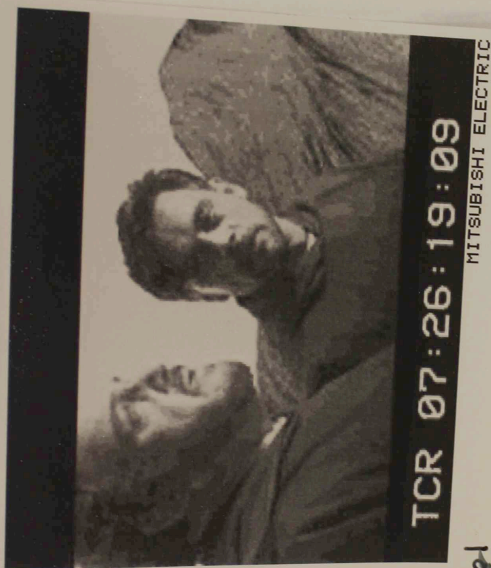
TOLLYN'S OFFICE

DAVID'S INTERVIEW



2 SHOT FAVOR

1/2	EVENT#	FR#	MR#	SC#
11	54	30	30	2E
11	61	30	30	2E



DRIVE IN ENCK

TOLLYN'S OFFICE



2F-4



TCR 07:34:26:26

MITSUBISHI ELECTRIC

50

MITSUBISHI ELECTRIC

52

56

MITSUBISHI ELECTRIC

59

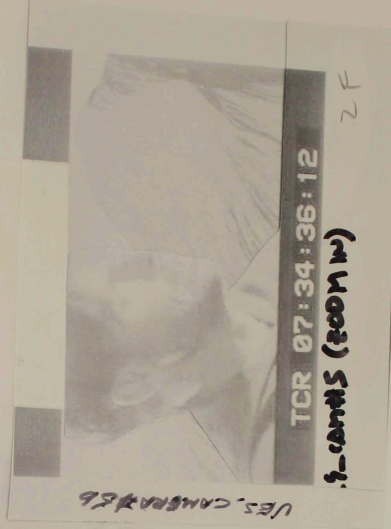
MITSUBISHI ELECTRIC

63

SINGLE ON MARK

VI/V2	EVENT#	FR#	MR#	SCA	BG#
"	50	30	30	2F	VES_CAM#5B
"	52	30	30	2F	"
"	56	30	30	2F	"
"	59	30	30	2F	"
"	63	30	30	2F	"

100:13:23



TCR 07:34:36:12

VES\_CAM#5 (200M W)

2F

FRONT DECK

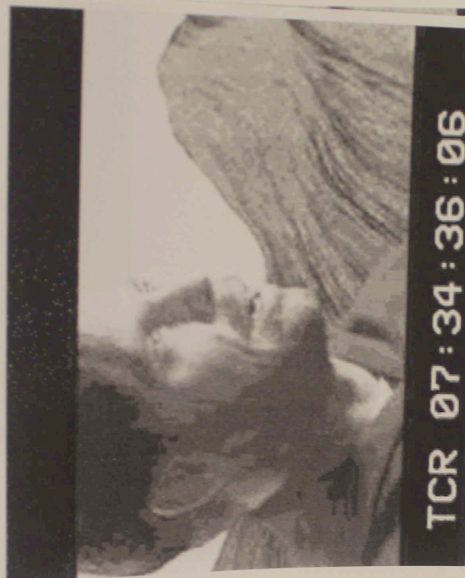
SHUULE INTERIOR

TOLLYN'S OFFICE



SINGUE ON M

V1/V2	EVENT#	PR#	MIR#
V1	50	30	30
"	52	30	30
"	56	30	30
"	59	30	30
"	63	30	30



2F-W

52

56

59

63

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

UES, CHAIRMAN #66

TCR 07:34:36:12

1-AMMS (ROOM 14)

SHVILLE INTERIOR

TOLLYN'S OFFICE



SINGLE ON

V1/V2 EVENT# FR# MR#

V1	50	30	30
"	52	30	30
"	56	30	30
"	59	30	30
"	63	30	30



2F4

TCR 07:34:53:08

56  
MITSUBISHI ELECTRIC

59  
MITSUBISHI ELECTRIC

63  
MITSUBISHI ELECTRIC

YES, CAMERA 66

TCR 07:34:36:12

2-10-15 (ROOM 10)

SHUTTER INTERIOR

TOLLYN'S OFFICE



SINGLE ON MARK

VIEW	VIEW#	FR#	MR#	SO#
V1	50	30	30	2F
"	52	30	30	2F
"	56	30	30	2F
"	59	30	30	2F
"	63	30	30	2F



2F-4

59

63

MITSUBISHI ELECTRIC

Yes, camera #66

TCR 07:34:36:12

2F

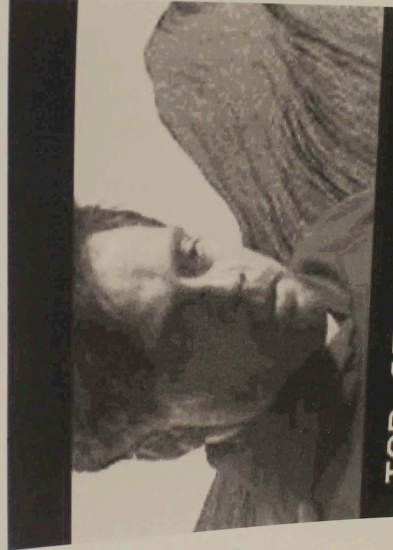
DRIVELINE INTERIOR

TOLLYN'S OFFICE



QUE ON MAR

U1/12	EVENT#	PR#	MR#	SON
V1	50	30	30	2F
"	52	30	30	2F
"	56	30	30	2F
"	59	30	30	2F
"	63	30	30	2F



2F-4

TCR 07:35:17:19

MITSUBISHI ELECTRIC

63

Yes, camera 63

TCR 07:34:36:12

2-CONT'S (ROOM 12)

2F

DRIVER INTERVIEW

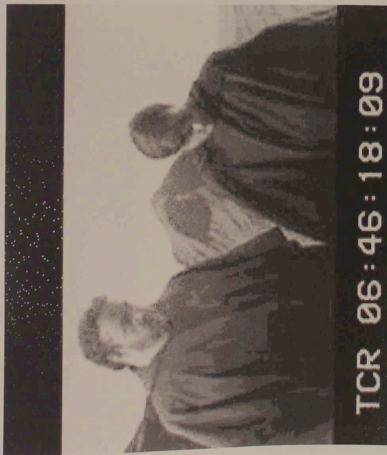
TOLLYN'S OFFICE



2 shot Front ON

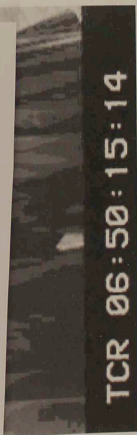
V/V2	EVENT#	FR#	MR#	SC#	BG#
VI	48	29	29	2B	VES-CAM#7
VI	57	29	29	2B	"

1:00, 13:25



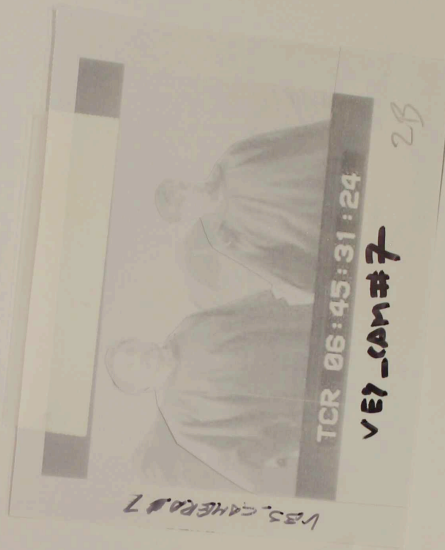
MITSUBISHI ELECTRIC

57



MITSUBISHI ELECTRIC

48



FLIGHT DECK

SHUTTLE INTERIOR

TOLWYN'S OFFICE



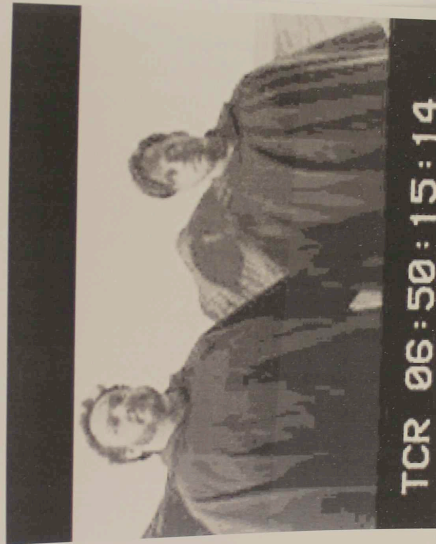
2 shot Front on

V/VZ EVENT# FR# MR# SC# B

VI 48 29 29 2B VE

VI 57 29 29 2B

1:0

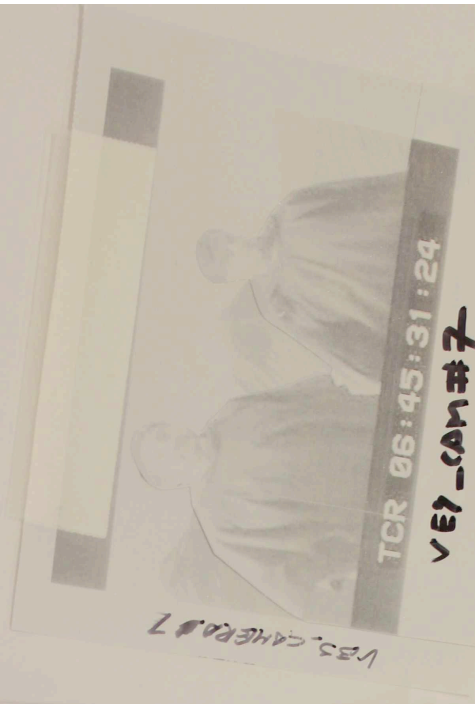


2B-4

TCR 06:50:15:14

mitsubishi electric

48



TCR 06:45:31:24

VE1 -can#7

2B

FLIGHT DECK

SHUTTLE INTERIOR

TOLWYN'S OFFICE

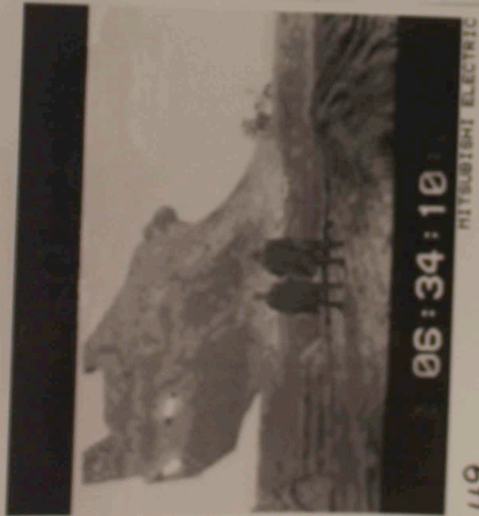


# FLY BYE ANIMATION

U1/V2 EVENT# FR# MR# SC# BG#

V1 49 29 29 2 →

V2 34 \_\_\_\_\_ 1:00:13:27



49

2-2 W/ V2 COMPOSIT

PLANT DECK CAUTIE INTERIOR TOLLYN'S OFFICE



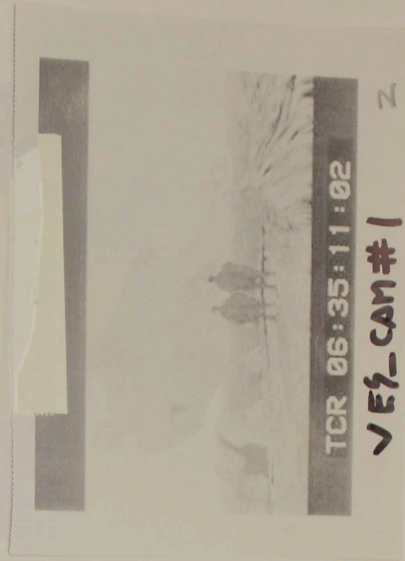
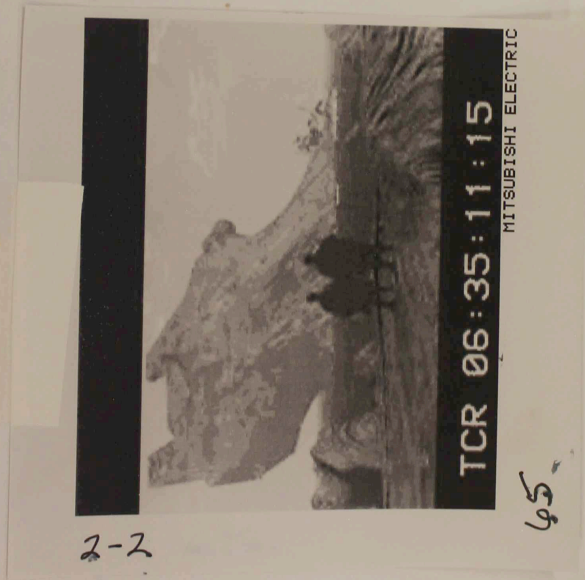
END SHOT ON VESPU

V1/2 EVENT# FR# MR# SC# BG#

V1 65 29 29 2 VES-CAM# 1

W/ WATER  
ANIMATION

R-4 1100152:13



FLIGHT DECK

SHUTTLE INTERIOR

TOLMAN'S OFFICE



MED 2 SHOT ON BACKS

VV#2	EVENT#s	FR#	MR#	SC#	BG#
V1	55	29	29	2A	VE5CAM#2
"	62	29	29	2A	VE5CAM#2

R-4 1:00:44:12



2A-4

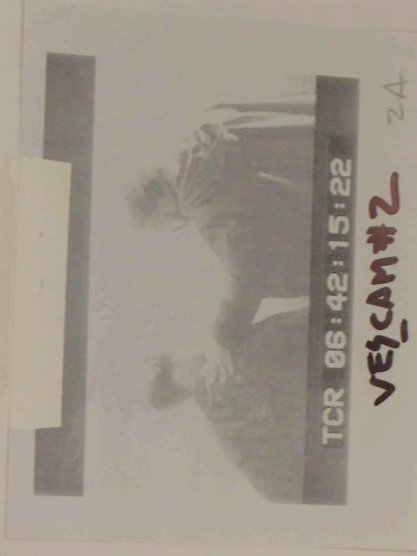
TCR 06:41:49:15

MITSUBISHI ELECTRIC

55

MITSUBISHI ELECTRIC

62



TCR 06:42:15:22

VE5CAM#2

2A

FLIGHT DECK

SHUTTLE INTERIOR

TOLLYN'S OFFICE



2A-4



TCR 06:42:15:17

MITSUBISHI ELECTRIC

62

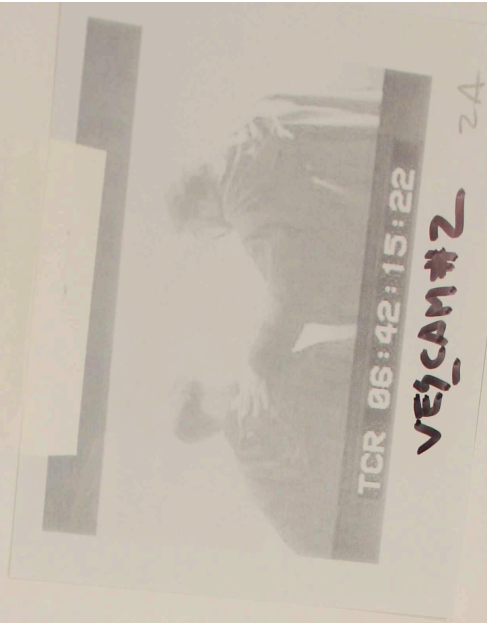
MED 2 SHOT ON BA

V1/02 EVENT#s FR# MR# S

V1 55 29 29 2

" 62 29 29 2A

R-4 1:0



TCR 06:42:15:22

VEICAM#2

2A

THOMAS DEAN

SHUTTLE INTERIOR

TOLWYN'S OFFICE

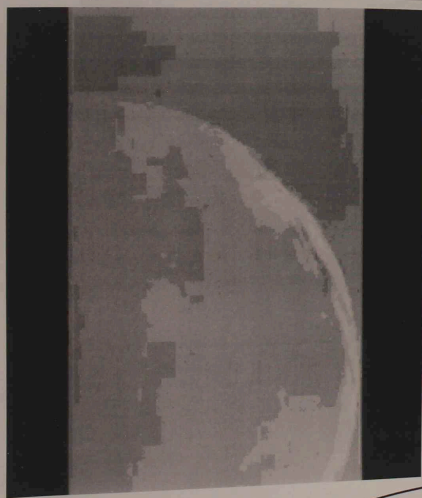


# OPENING VESPUSS SHOT

V1/V2	EVENT#	FR#	MR#	SC#	BG#
V2	32	29	29	2	4
V1	47	ANIMATION			

Ry 1:00:48:09

HARRY TRACK



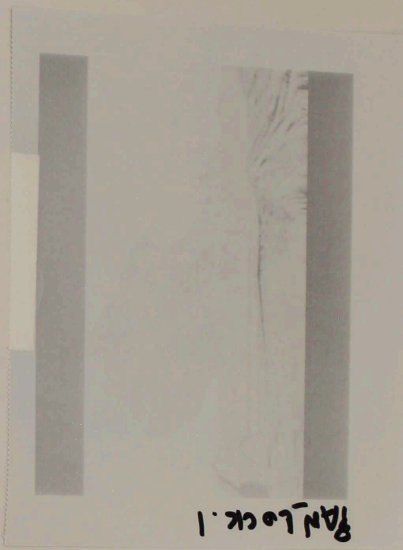
MITSUBISHI ELECTRIC

47

47

#31 / BREIDEN'S EDIT

ANZ. F.F. OF NEXT



Pan Lock. 1

FLIGHT DECK

SHUTTLE INTERIOR

TOLMAN'S OFFICE



# OPENING VESPUSS SHOT

V1/V2	EVENT#	FR#	MR#	SC#	BE
V2	32	29	29	2	→
V1	47	ANIMATION		R-4 1:00:	

HARRY TRACK



MITSUBISHI ELECTRIC

7/47

V2/BRIDGES EDIT  
#31

PAN Lock.1

THANKS DEAR SHUILE INTERIOR

TOLLYN'S OFFICE



OPENING VESPU

V1/V2 EVENT# FR# MR#

V2 32 29 29

V1 47 ANIMATION

R-

HARRY TRACK

PAN LOCK.1



AND W/ V2 COMPOSIT

FAMILY DECK

SHUTTER



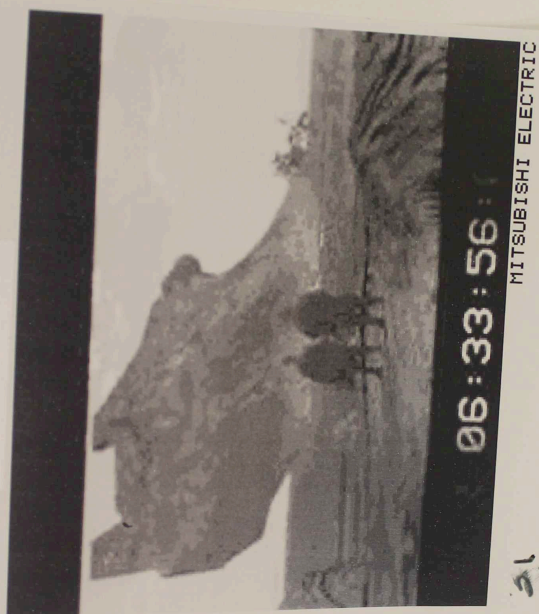
OPENING VESPU

V1/V2 EVENT# FR# MR# :

V2 32 29 29 2

V1 47 ANIMATION R-9

HARRY TRACK



AND w/ V2 COMPOSITE

PANLOCK.1

TRAIN DECK

SHUTTLE INTERIOR

TOLWYN'S OFFICE



FLIGHT DECK

SHUTTLE INTERIOR

TOLKYN'S OFFICE



*Master Camera List for Set:*  
TOLWYN'S OFFICE - A.P.

[illegible]



3F	TOL_CAM#1_NEW	
3B	TOL_CAM#2_NEW	
3A	TOL_CAM#3_NEW	
3	TOL_CAM#4	
3D	TOL_CAM#5_NEW	
3C	TOL_CAM#5B	
3E	TOL_CAM#6_NEW	
3G	TOL_CAM#7	

FLIGHT DECK SHUTTLE INTERIOR



3-1



TCR 03:36:34:08

MITSUBISHI ELECTRIC

78

MITSUBISHI ELECTRIC

67

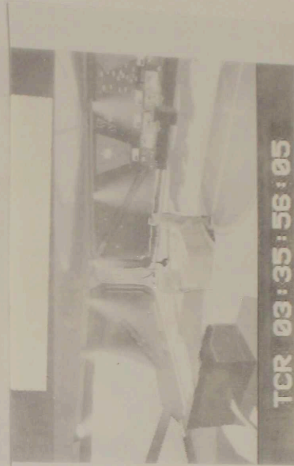
TCR 03:38:59:03

MITSUBISHI ELECTRIC

87

# MASTER TOLWYNS OFFICE

VI/V2	EVENTS#	F/M R#	SC#	BG#	
VI	67	49	3		TOL-CAM# 4
"	78	49	3	"	"
"	87	49	3	"	1:00:18:03



TOL-CAMERA#4

TCR 03:35:58:05

3

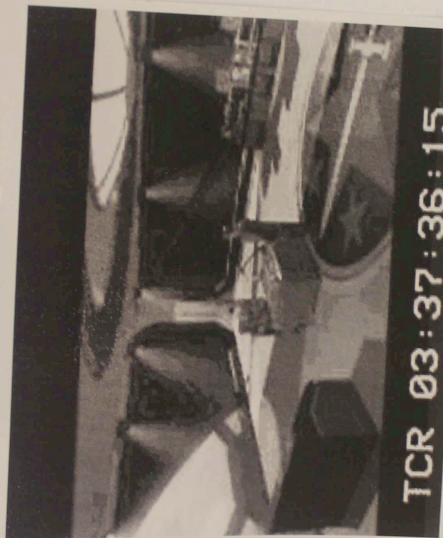
FLIGHT DECK

SHUTTLE INTERIOR



MASTER TOLWYNS 01

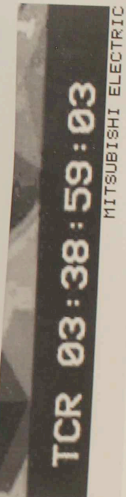
V1/V2	EVENTS#	F/M R#	SC#	BOX
V1	67	49	3	TOL
"	78	49	3	
"	87	49	3	1:00



MITSUBISHI ELECTRIC

TCR 03:37:36:15

67



MITSUBISHI ELECTRIC

TCR 03:38:59:03

87



TOL. CAMERA 24

TCR 03:35:58:05

3

FLIGHT DECK

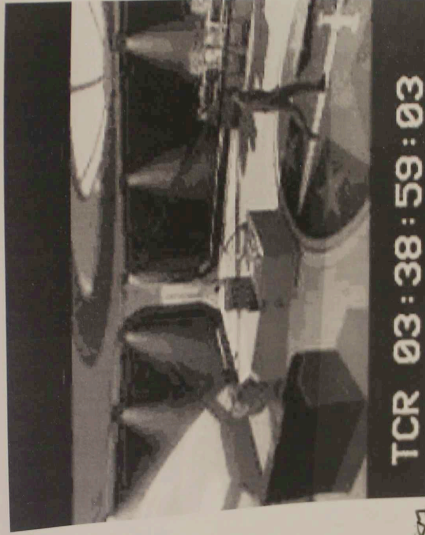
SHUTTLE INTERIOR



MASTER

TOLWYN

VI/V2	EVENTS#	F/M R#	SC
VI	67	49	3
"	78	49	3
"	87	49	3



TCR 03:38:59:03

MITSUBISHI ELECTRIC

87

3-2

TOL. CAMERA #4

TCR 03:35:56:05

8

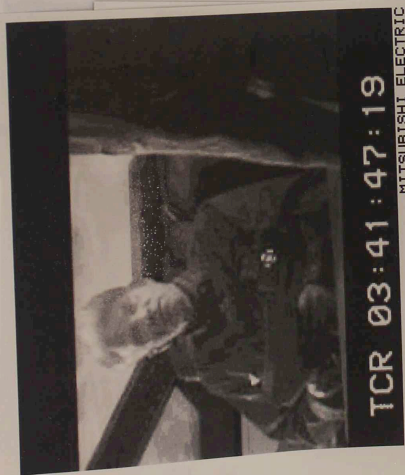
FLIGHT DECK SHUTTLE INTERIOR



MED MALCOLM AT DESK

V1/V2	EVENT#	FIR#	SC#	SC#
V1	71	49	3A	TOL - CAM #3-NEW
V1	75	49	3A	TOL - CAM #3-NEW

1:00:18:01  
CAM #3



3A-3

TCR 03:41:47:19

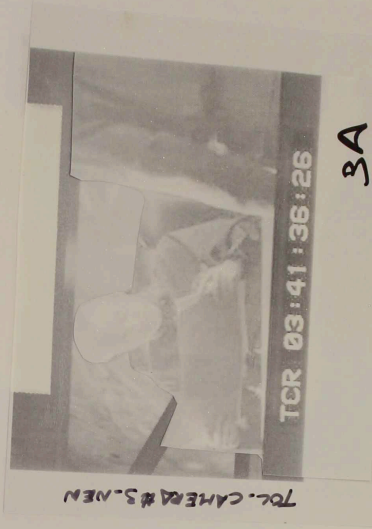
MITSUBISHI ELECTRIC

71

TCR 03:43:48:07

MITSUBISHI ELECTRIC

75



TCR 03:41:36:26

3A

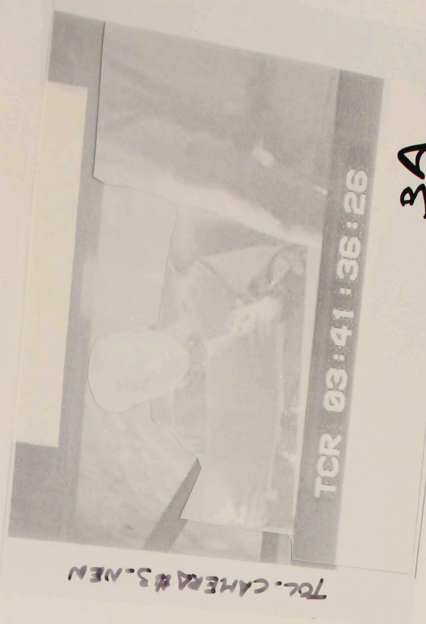
FLIGHT DECK SHUTTLE INTERIOR



MED MALCOLM AT DES

V1/V2	EVENT#	FLR#	SC#	BA
V1	71	49	3A	TOL
V1	75	49	3A	TOL-CA

1:00



FLIGHT DECK SHUTTLE INTERIOR





3B-2

TCR 03:46:38:20

MITSUBISHI ELECTRIC

69

TCR 03:46:39:10

MITSUBISHI ELECTRIC

73

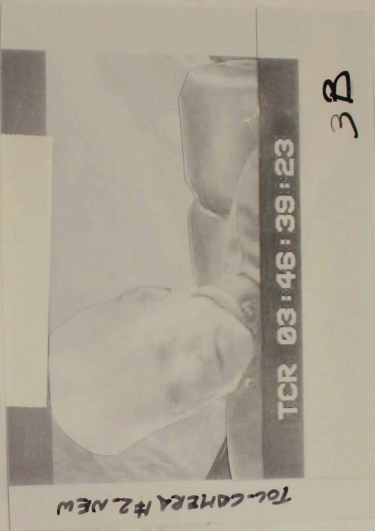
TCR 03:46:39:23

MITSUBISHI ELECTRIC

77

CU. NALCOM

VI/V2	EVENT#	FLYR#	SC#	BG#	
VI	69	49	3B	TOL-CAM#2-NEW	
"	73	49	3B	"	
"	77	49	3B	"	1:00:17:29 CAM#2



TCR 03:46:39:23

3B

FLIGHT DECK SHUTTLE INTERIOR



CU. MALCOLM

V1/V2	EVENT#	FAR#	SC#	BG#
V1	69	49	3B	TOL-CAN
"	73	49	3B	"
"	77	49	3B	"

1:00:17  
CAN



3B-2

73

77

TCR 03:46:59:16

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

TOL-CAMERA #2 NEW

TCR 03:46:39:23

3B

FLIGHT DECK SHUTTLE INTERIOR



CU. MALCOLM

VI/VZ	EVENT#	FAIR#	SC#	BG#
VI	69	49	3B	TOL-CAM
"	73	49	3B	"
"	77	49	3B	"

1:00:17:2  
CAM#

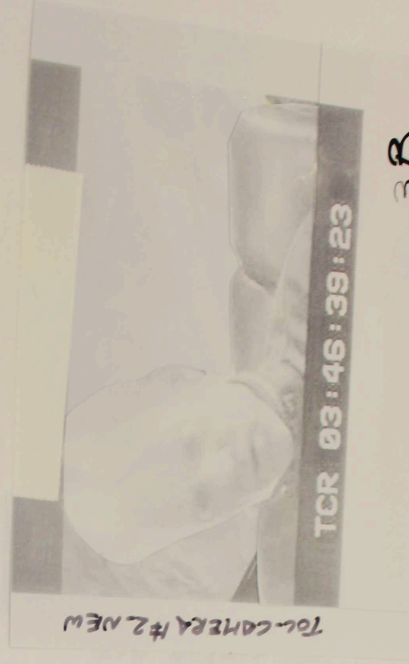


TCR 03:47:15:21

MITSUBISHI ELECTRIC

77

313-2



TCR 03:46:39:23

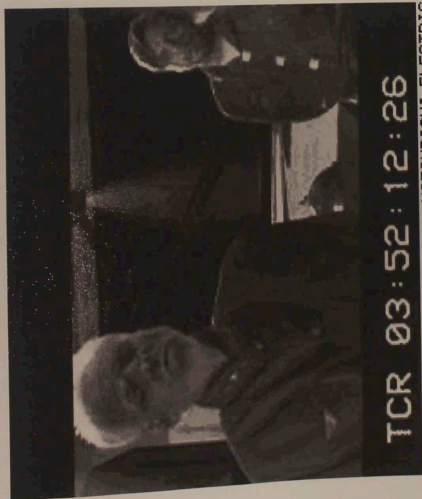
3B

FLIGHT DECK SHUTTLE INTERIOR



2 SHOT MALCOLM FG-  
 & MARK BG

VI/V2	EVENT#	F/M R#	SC#	BG#	
VI	82	49	3C	TOL-CAM#5B	1:00:18:07



TCR 03:52:12:26

MITSUBISHI ELECTRIC

82

3C-4



TCR 03:52:14:29

TOL-CAMERA. H5B

3C

FLIGHT DECK SHUTTLE INTERIOR



CU. MALCOM STANDING

V1/V2	EVENTS #	FMR#	SC#	BG #	TOL. CAM'S NEW
V1	80	49	3D		
"	86	49	3D	"	
"	84	49	3D	"	1:00:18:05

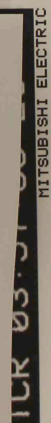


3D-3

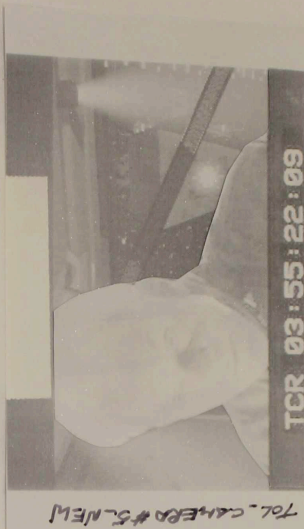
86



80



84



3D

FLIGHT DECK SHUTTLE INTERIOR

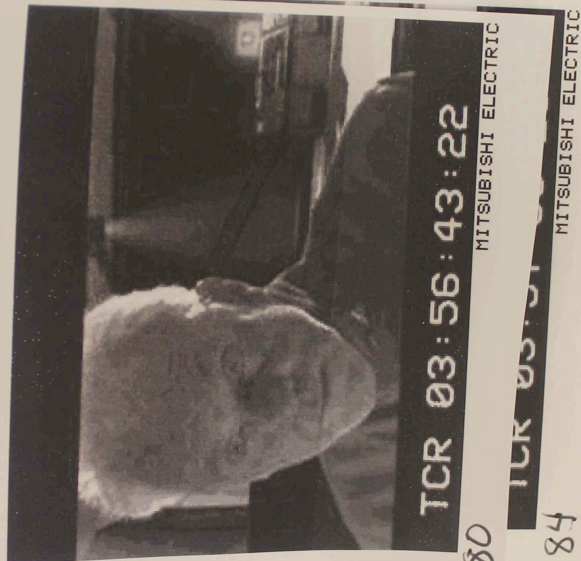


CU. MALCOM STA

V1/V2 EVENTS # F/M/R # SC #

V1	80	49	3D	T
"	86	49	3D	
"	84	49	3D	

3D-4



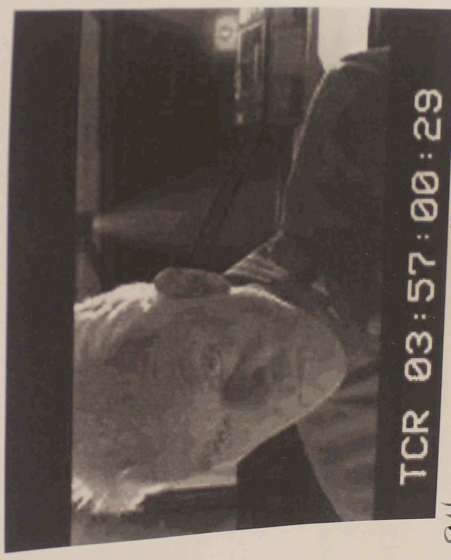
FLIGHT DECK SHUTTLE INTERIOR



CU. MALCOM STANDING

V1/V2	EVENTS #	F/M/R #	SC #	GG #	
V1	80	49	3D	TOL. CAM #5	
"	86	49	3D	"	
"	84	49	3D	"	11:00:18:08

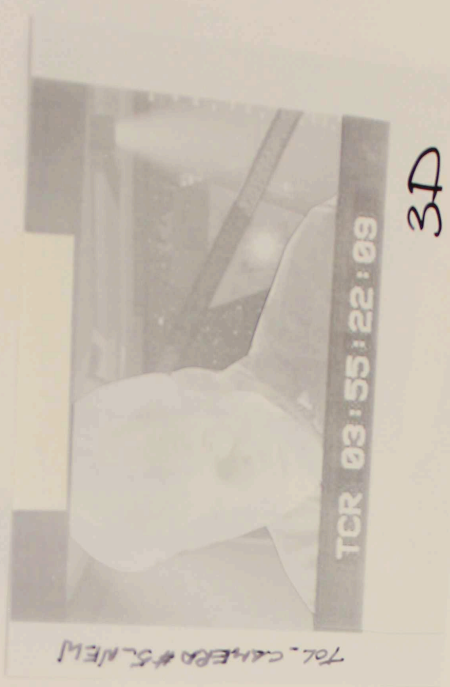
3D-41



TCR 03:57:00:29

MITSUBISHI ELECTRIC

84



TCR 03:55:22:09

3D

FLIGHT DECK SHUTTLE INTERIOR



SINGLE ON NARIC

V1/2	EVENT#	F/M R#	SC#	BG#	6-NEW
V1	79	50	3E	TOL-CAM#	
"	83	50	3E	"	
"	85	50	3E	"	TOL-CAM# 6-NEW
					1100:18:09



TCR 04:03:10:01

MITSUBISHI ELECTRIC

79

TCR 04:04:37:12

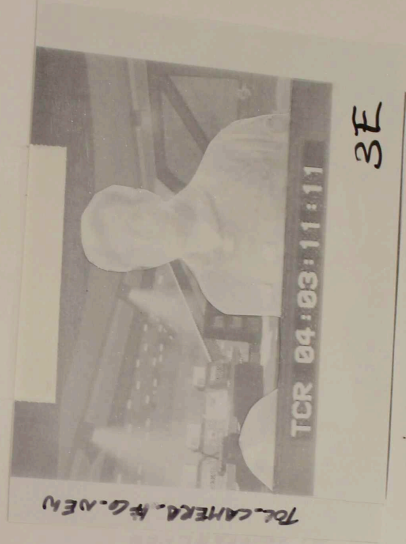
MITSUBISHI ELECTRIC

83

TCR 04:04:57:12

MITSUBISHI ELECTRIC

85



TCR 04:03:11:11

3E

FLIGHT DECK SHUTTLE INTERIOR

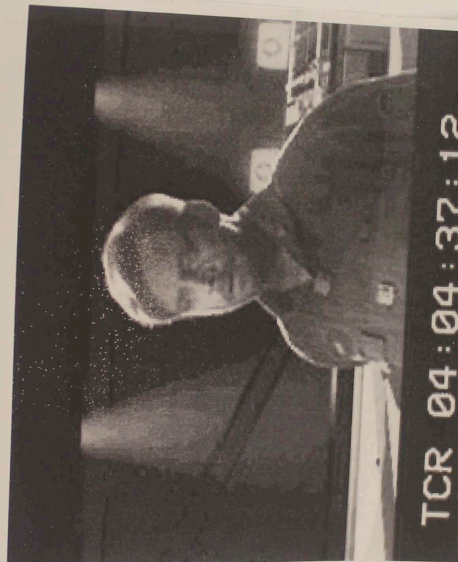


SINGLE ON MARK

V1/2	EVENT#	F/M R#	SC#	BG
V1	79	50	3E	TOL-
"	83	50	3E	"
"	85	50	3E	TOL-CAR

1100:

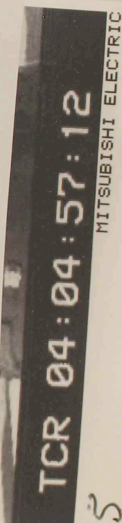
312-3



TCR 04:04:37:12

MITSUBISHI ELECTRIC

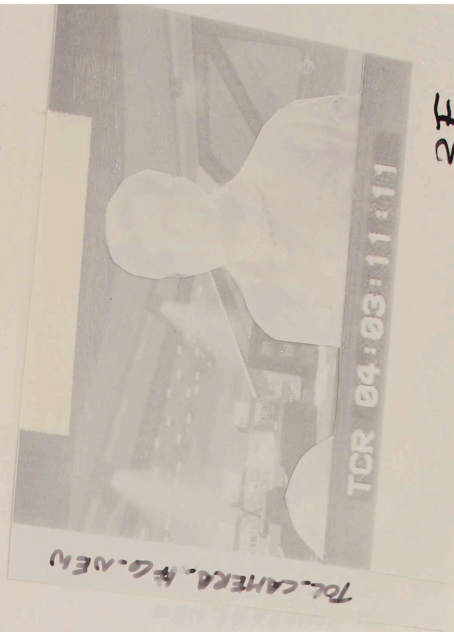
83



TCR 04:04:57:12

MITSUBISHI ELECTRIC

85



TCR 04:03:11:11

3E

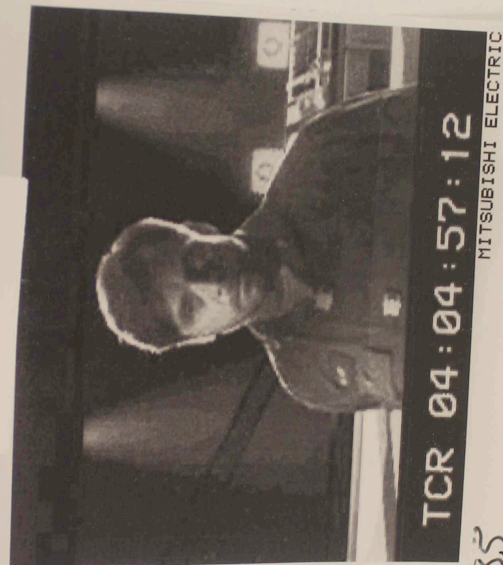
FLIGHT DECK SHUTTLE INTERIOR



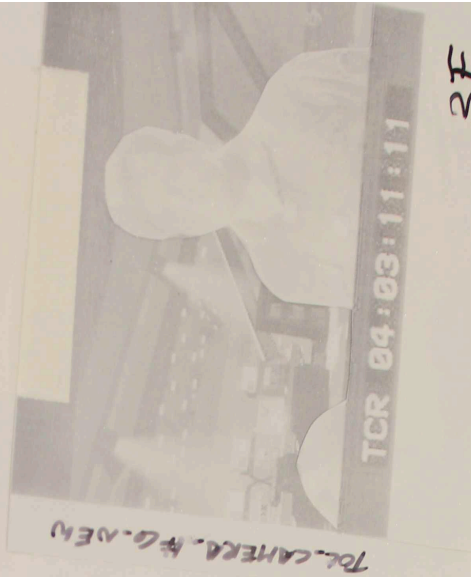
SINGLE ON MARK

V1/V2	EVENT#	F/M R#	SC#	B	TOL
V1	79	50	3E		
"	83	50	3E		
"	85	50	3E		

85-3



85



3E

FLIGHT DECK SHUTTLE INTERIOR



OS MALCOLM TO MARK

VI/02	EVIDENCE#	F/M R#	SC#	BG#
VI	70	50	3F	TOL-CAM#1-NEW
"	74	50	3F	"

1:00:17:27  
CAM#7



3F-3

TCR 04:09:44:05

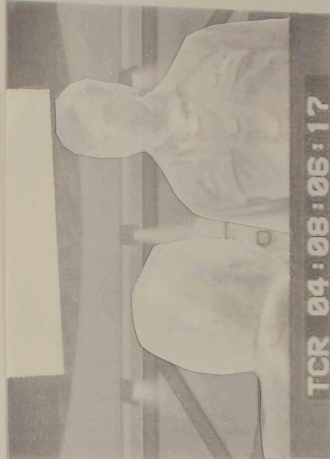
MITSUBISHI ELECTRIC

70

TCR 04:10:05:03

MITSUBISHI ELECTRIC

74



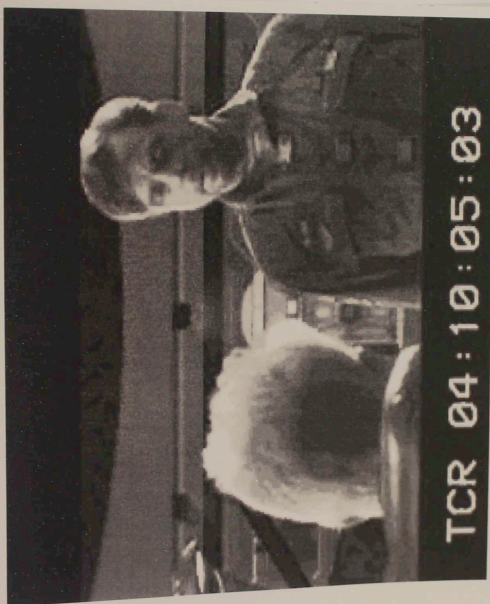
TCR 04:08:06:17

3F



OS MALCOM TO N

VI/02	EVENT#	F/M R#	SC
VI	70	50	3F
"	74	50	3F

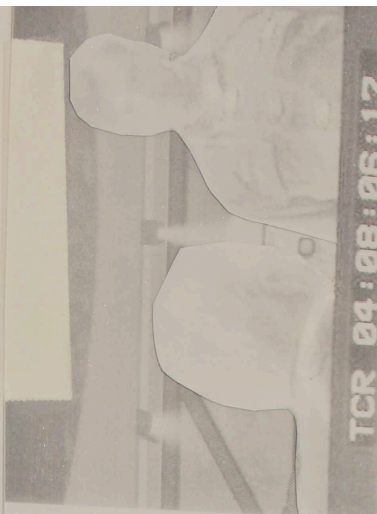


TCR 04:10:05:03

MITSUBISHI ELECTRIC

74

312-3



TCR 04:08:06:17

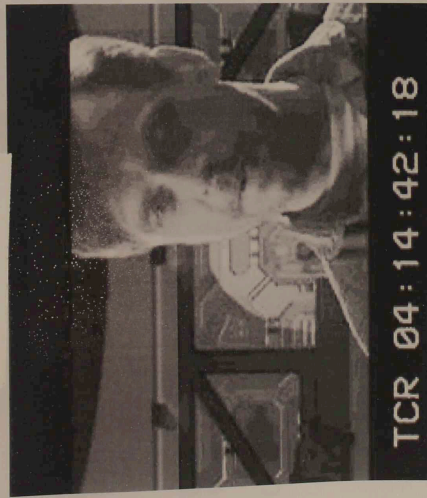
34

FLIGHT DECK SHUTTLE INTERIOR



# ECU MARK

VI/VZ	EVENT#	F/M R#	SC#	BG#	TOL-CAM#
V1	68	50	3G		7
"	72	50	3G	"	"
"	76	50	3G	"	"
					1:00:18:11



3G-3

68

TCR 04:15:14:20

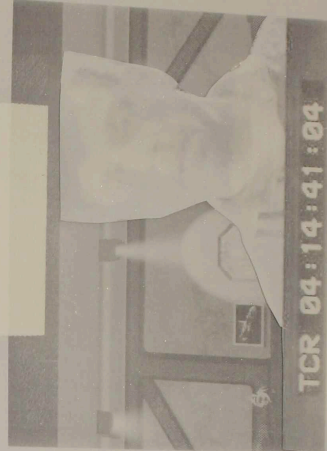
MITSUBISHI ELECTRIC

76

TCR 04:15:29:14

MITSUBISHI ELECTRIC

72



3G

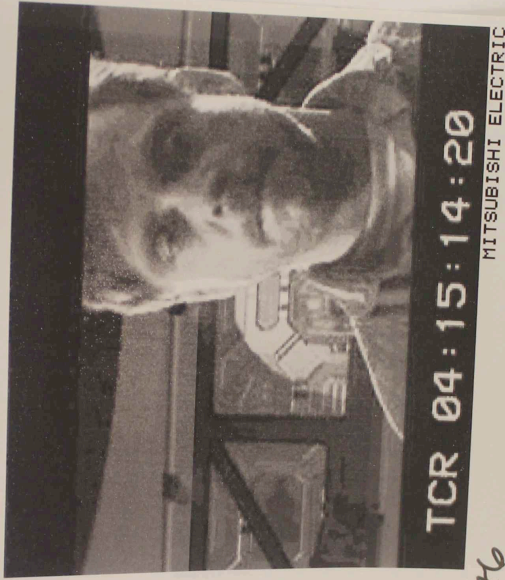
FLIGHT DECK SHUTTLE INTERIOR



ECU MARK

VI/VZ	EVENT #	F/M R#	SC#	TO
VI	68	50	3G	TO
"	72	50	3G	
"	76	50	3G	

1:00

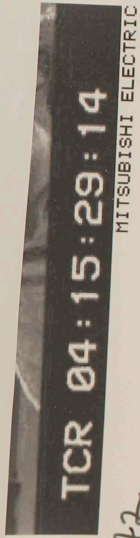


TCR 04:15:14:20

MITSUBISHI ELECTRIC

76

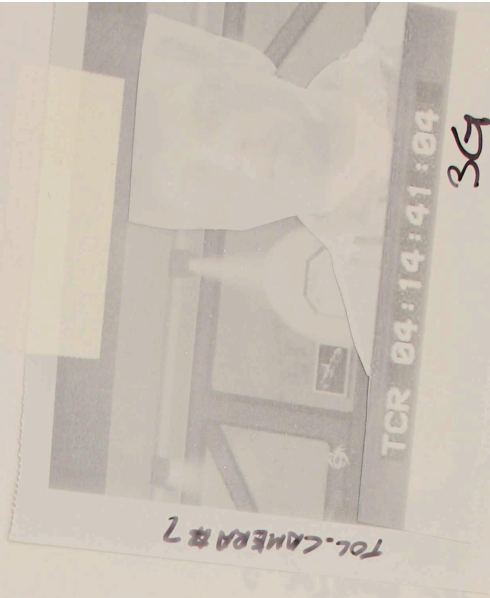
3G-3



TCR 04:15:29:14

MITSUBISHI ELECTRIC

72



TOI-CAMERA # 2

TCR 04:14:41:04

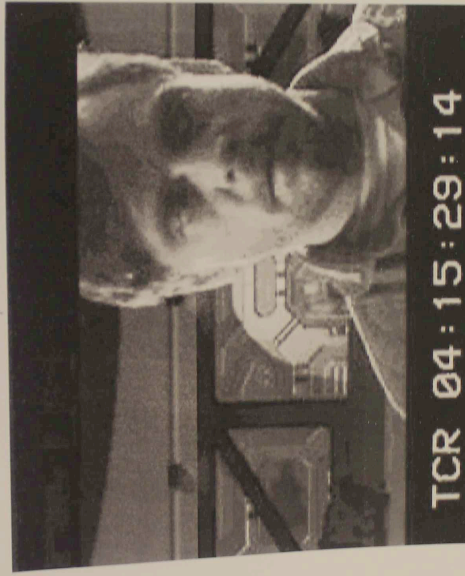
3G

FLIGHT DECK



VI/VZ	EVENT #	F/M R#	SC#
VI	68	50	3G
"	72	50	3G
"	76	50	3G

1:



3G-3

MITSUBISHI ELECTRIC

TCR 04:15:29:14

72

TOL-CAMERA # 2

TCR 04:14:41:04

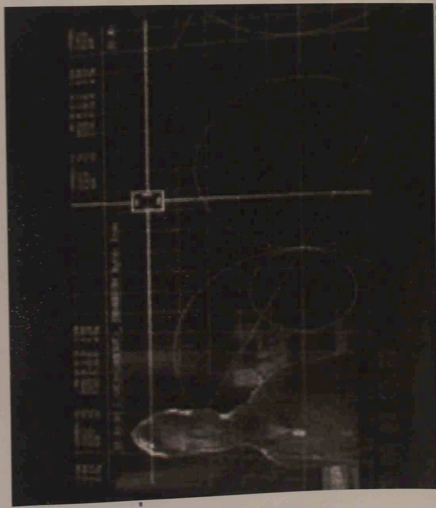
3G

FLIGHT DECK SHUTTLE INTERIOR



MONITOR IN TOLWYNS OFFICE

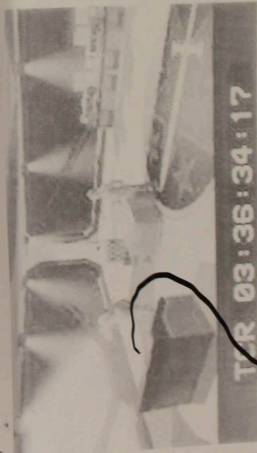
V1/2 EVENT# F/M R# SC# PG#  
 V2 36 50 3E  
 V1 81 MONITOR ANIMATION  
 100:43:25



3E-3 V2 COMPOSITE

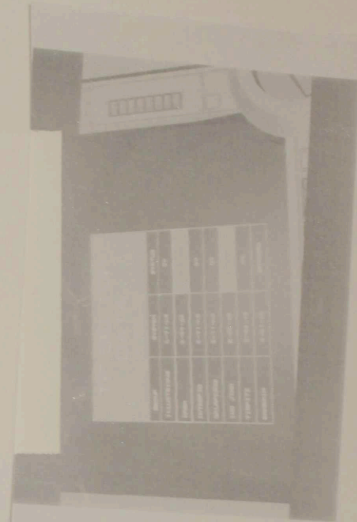
MITSUBISHI ELECTRIC

81 4:04:39 18



MONITOR FOR REFLECTION

TOR 03:36:34:17



TOL-MONITOR.0

FLIGHT DECK SHUTTLE INTERIOR



V1/V2	EVENT #	F/M R#	SC#	BG-II
1/1	1	1	1	1
1/1	2	1	1	1
1/1	3	1	1	1
1/1	4	1	1	1
1/1	5	1	1	1
1/1	6	1	1	1
1/1	7	1	1	1
1/1	8	1	1	1
1/1	9	1	1	1
1/1	10	1	1	1
1/1	11	1	1	1
1/1	12	1	1	1
1/1	13	1	1	1
1/1	14	1	1	1
1/1	15	1	1	1
1/1	16	1	1	1
1/1	17	1	1	1
1/1	18	1	1	1
1/1	19	1	1	1
1/1	20	1	1	1
1/1	21	1	1	1
1/1	22	1	1	1
1/1	23	1	1	1
1/1	24	1	1	1
1/1	25	1	1	1
1/1	26	1	1	1
1/1	27	1	1	1
1/1	28	1	1	1
1/1	29	1	1	1
1/1	30	1	1	1
1/1	31	1	1	1
1/1	32	1	1	1
1/1	33	1	1	1
1/1	34	1	1	1
1/1	35	1	1	1
1/1	36	1	1	1
1/1	37	1	1	1
1/1	38	1	1	1
1/1	39	1	1	1
1/1	40	1	1	1
1/1	41	1	1	1
1/1	42	1	1	1
1/1	43	1	1	1
1/1	44	1	1	1
1/1	45	1	1	1
1/1	46	1	1	1
1/1	47	1	1	1
1/1	48	1	1	1
1/1	49	1	1	1
1/1	50	1	1	1
1/1	51	1	1	1
1/1	52	1	1	1
1/1	53	1	1	1
1/1	54	1	1	1
1/1	55	1	1	1
1/1	56	1	1	1
1/1	57	1	1	1
1/1	58	1	1	1
1/1	59	1	1	1
1/1	60	1	1	1
1/1	61	1	1	1
1/1	62	1	1	1
1/1	63	1	1	1
1/1	64	1	1	1
1/1	65	1	1	1
1/1	66	1	1	1
1/1	67	1	1	1
1/1	68	1	1	1
1/1	69	1	1	1
1/1	70	1	1	1
1/1	71	1	1	1
1/1	72	1	1	1
1/1	73	1	1	1
1/1	74	1	1	1
1/1	75	1	1	1
1/1	76	1	1	1
1/1	77	1	1	1
1/1	78	1	1	1
1/1	79	1	1	1
1/1	80	1	1	1
1/1	81	1	1	1
1/1	82	1	1	1
1/1	83	1	1	1
1/1	84	1	1	1
1/1	85	1	1	1
1/1	86	1	1	1
1/1	87	1	1	1
1/1	88	1	1	1
1/1	89	1	1	1
1/1	90	1	1	

3E

25

36

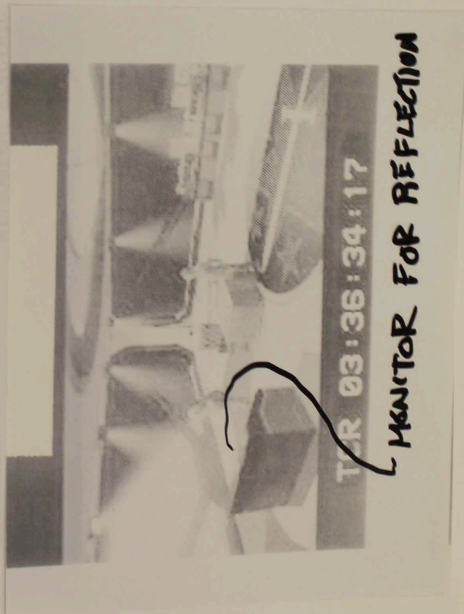
V2

## MONITOR ANIMATION

18

15

100:43:25





CONFED HQ ANIMATION



666

AND

FLIGHT DECK

SHUTTLE INTERIOR

LIFT



LIFT

SHUTTLE INTERIOR

FLIGHT DECK



## WING COMMANDER III

*Master Camera List for Set:*  
SHUTTLE INTERIOR - C.M.D.

SHUTTLE INTERIOR - C.M.D.

[illegible]

FLIGHT DECK

LIFT

1200 - 1200 - Room



4	SHI_CAM#1	
180A	SHI_CAM#1	
180AA	SHI_CAM#1	
4D	SHI_CAM#2	
4C	SHI_CAM#3	
181	SHI_CAM#4	
180B	SHI_CAM#4	
180BB	SHI_CAM#4	
180D	SHI_CAM#6	
180DD	SHI_CAM#6	
180C	SHI_CAM#7	
180CC	SHI_CAM#7	

4ALD ~ 1/25/21 ~ 2004

LIFT

FLIGHT DECK



### WING COMMANDER III

*Master Camera List for Set:*

NEWSROOM - ?

NEWSROOM - ?

[illegible]

FLIGHT DECK

LIFT

1337



WIDE SHOT INSIDE SHUTTLE

1/12	EVENT#	F/M/R#	SC#	BG#	100:1305
"	89	2004	4	SHI-CAM#1	
"	95	2004	4	"	

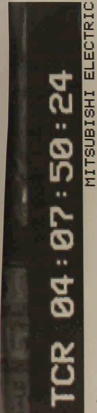
W MATE PASS

STARS



4-3

89



95



4

TAL ~ 173000 ~ 170000

FLIGHT DECK

LIFT

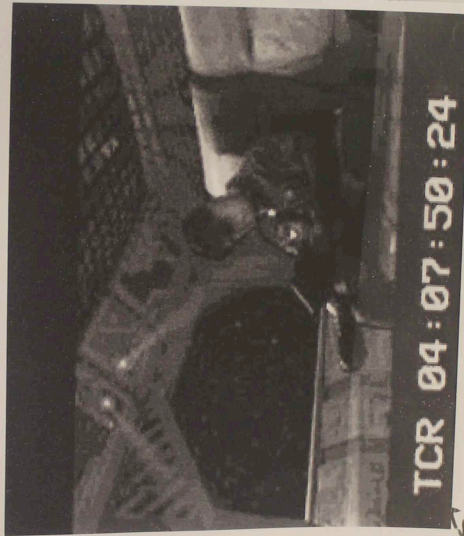


WIDE SHOT INSIDE SHUTTLE

V1/2	EVENT#	F/M/R#	SC#	BG#
V1	89	2004	4	SHI-CA
"	95	2004	4	"

W NAME

STARS



TCR 04:07:50:24

MITSUBISHI ELECTRIC



4

FLIGHT DECK

TNLD W/PORTAL ROOM

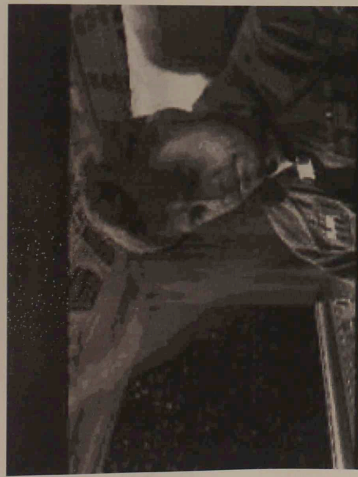
LIFT



CU. MARK

VI/V2	EVENT#	F/M R#	SC#	BG#
VI	91	2004	4C	SHI-CAM#2
VI	97	2004	4C	SHI-CAM#2

1001307



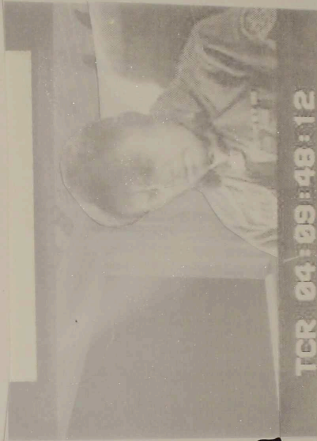
4C-2

TCR 04:09:50:04

MITSUBISHI ELECTRIC

TCR 04:10:25:04

MITSUBISHI ELECTRIC



TCR 04:09:48:12

4C

SHI-CAM #2

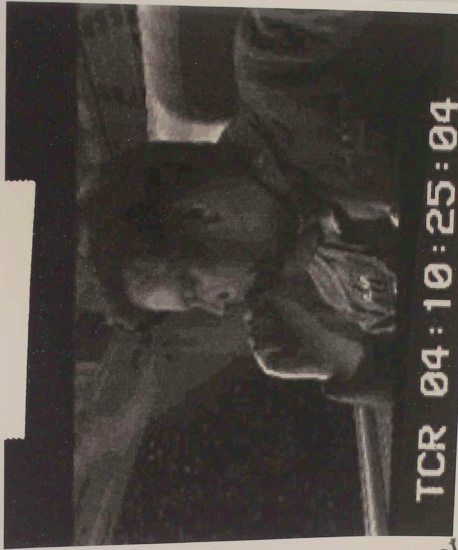
FLIGHT DECK

LIFT



CU. MARK

V/V2	EVENT#	F/M	R#	SC#
V1	91	2004	4C	
V1	97	2004	4C	



4C-2

97.

SHICAN #2

TCR 04:09:48:12

4

TAU 2/10/2004 11:00

FLIGHT DECK



C.V. MARK

VI/V2 EVENT# F/MR# SCH BG#  
VI 93 2004 4D SHI-CAM#3X  
1001309



4D-2

TCR 04:12:55:13

MITSUBISHI ELECTRIC

93



SHI-CAM 3X

TCR 04:12:54:07

4D

TCR 04:12:54:07

FLIGHT DECK

LIFT



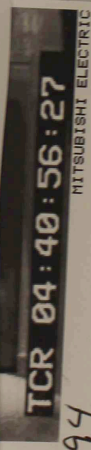
4AB: 4-STATE COMPOSITE



90

MITSUBISHI ELECTRIC

92



94

# PDA w/ NEWSCASTER

V1/V2	EVENT#	F/M R#	SC#	BG#
V1	90	2004	901	NONE/REPLACE
V2	38	2003	4AB	NONE
V1	92	2004	901	NONE/REPLACE
V2	40	2003	4AB	NONE
V1	94	2004	901	NONE/REPLACE
V2	42	2003	4AB	NONE

NEWSCASTERS TV BG MONITOR



4AB ~ INSERT of News Room

FLIGHT DECK

LIFT



PDA w/ NEWSCASTER

V1/V2	EVENT#	F/M R#	SC#	BG#
V1	90	2004	901	NONE
V2	38	2003	4AB	NONE
V1	92	2004	901	NONE
V2	40	2003	4AB	NONE
V1	94	2004	901	NONE/R
V2	42	2003	4AB	NONE

NEWSCASTERS TV BG MONITOR

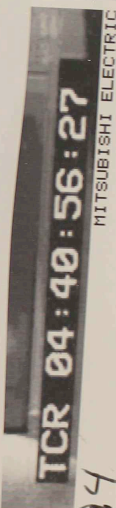


92

TCR 04:40:55:29

MITSUBISHI ELECTRIC

WH38 4-SLATE COMPOSIT



94

TCR 04:40:56:27

MITSUBISHI ELECTRIC



TCR 04:40:55:21

4AB ~ INSERT of News Room

FLIGHT DECK



# PDA w/ NEWSCASTER

V1/V2	EVENT#	F/M R#	SC#	BG#
V1	90	2004	901	NONE/
V2	38	2003	4AB	NONE
V1	92	2004	901	NONE/
V2	40	2003	4AB	NONE
V1	94	2004	901	NONE/
V2	42	2003	4AB	NONE

## NEWSCASTERS TV BG MONITOR



4AB's 4-SLATE COMPOSITE

TCR 04:40:56:27

MITSUBISHI ELECTRIC

94

TCR 04:40:55:21

4AB w/ INSERT of News Room

LIFE

SIGHT DECK



# SHUTTLE IN SPACE

## ANIMATION

VI/V2	EVENT #	FM R#	SC#	BG #
VI	88	—	—	—
VI	96	—	—	—



88

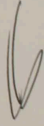
AWP SHUTTLE PL. B1



96

96

Window  
Shot



FLIGHT DECK

LIFT



VI/V2	EVENT #	F/M R#	SC#	B
VI	88	—	—	—
VI	96	—	—	—



Window  
Shot

FLIGHT DECK

LIFT



LIFT

FLIGHT DECK



# WING COMMANDER III

Master Camera List for Set:  
FLIGHT DECK - C.M.D.

Typical Scene	Background Camera	Camera Roll	Start Time	Final Render Complete	Backdrop	Background Animation Composited	Foreground Actors Composited	Chris <sup>2</sup> Approval	Sent to EASM	Notes	Status
201AJ	FDK_CAM#3										
201A	FDK_CAM#4										
L											
201D	FDK_CAM#6										
210	FDK_CAM#7										
100B	FDK_CAM#13										
201A	FDK_CAM#81										
201C	FDK_CAM#84										
201H	FDK_AR_CAM#6										
67	FDK_AR_CAM#30										
56D	FDK_AR_CAM#30 new										
56F	FDK_AR_CAM#30 NEW_A										
100D	FDK_CAM#3										
34C	FDK_CAM#3 blr										
50A	FDK_CAM#3 new										
81C	FDK_CAM#3_NEW. A										
50K	FDK_CAM#7										
5D	FDK_CAM#9 NEW										
95E	FDK_CAM#10										
95F	FDK_CAM#11										

MORE STUFF IN BACKGROUND

LIFT











J0FDKRAS	100C	FDK CAM#13	ANY PLANE - AR, BO, EX, HV, MF
M0FDKRAS	100B	FDK CAM#13	ANY PLANE - AR, BO, EX, HV, MF
M0FDKRAS	100C	FDK CAM#13	ANY PLANE - AR, BO, EX, HV, MF
00FDK 1	201AJ	FDK CAM#3	ANY PLANE - AR, BO, EX, HV, MF
00FDK 1	201AK	FDK CAM#3	ANY PLANE - AR, BO, EX, HV, MF
J0FDKRAS	100D	FDK CAM#3	ANY PLANE - AR, BO, EX, HV, MF
M0FDKRAS	100D	FDK CAM#3	ANY PLANE - AR, BO, EX, HV, MF
00FDK 1	201AL	FDK CAM#4	Bomber, Heavy Fighter, or Excalibur
00FDK 1	201AM	FDK CAM#4	Arrow or Medium Fighter
00FDK 1	201D	FDK CAM#6	ANY PLANE - AR, BO, EX, HV, MF
00FDKCTM	210	FDK CAM#7	ANY PLANE - AR, BO, EX, HV, MF
L2FDKFL1	127B	FDK CAM#7	ANY PLANE - AR, BO, EX, HV, MF
L2FDKFL2	A127J	FDK CAM#7	ANY PLANE - AR, BO, EX, HV, MF
00FDK 1	201	FDK CAM#81	ANY PLANE, except Bomber
00FDK 2	201A	FDK CAM#81	Arrow or Excalibur
00FDK 2	201C	FDK CAM#84	ANY PLANE - AR, BO, EX, HV, MF
J0FDKRAS	100B	FDK CAM#13	ANY PLANE - AR, BO, EX, HV, MF
E0FDKRAS	100B	FDK CAM#13	ANY PLANE - AR, BO, EX, HV, MF
E0FDKRAS	100C	FDK CAM#13	ANY PLANE - AR, BO, EX, HV, MF
E0FDKRAS	100D	FDK CAM#3	ANY PLANE - AR, BO, EX, HV, MF
00FDKRD1	201AN	FDK CAM#4	Arrow or Excalibur
00FDKRD1	201G	FDK CAM#6	Arrow or Excalibur
00FDKSUC	207	FDK CAM#7	ANY PLANE - AR, BO, EX, HV, MF
00FDKXEL	209	FDK CAM#7	ANY PLANE - AR, BO, EX, HV, MF
L2FDKFL2	A127J	FDK CAM#7	ANY PLANE - AR, BO, EX, HV, MF
00FDKRD1	201B	FDK CAM#81	Arrow or Excalibur
<b>K0FDKARS</b>	<b>111</b>	<b>FDK AR CAM#13</b>	<b>1:33 Think about blurring this [POST]</b>
K0FDKARS	111A	FDK AR CAM#13	1:33
K0FDKARS	111B	FDK AR CAM#13	
K0FDKARS	111E	FDK AR CAM#13	1:33
K0FDKARS	111F	FDK AR CAM#13	1:33 / Blair in fatigues--use anywhere
G0FDKRAS	67	FDK AR CAM#30	ANY PLANE - AR, BO, EX, HV, MF
G0FDKRAS	67A	FDK AR CAM#30	ANY PLANE - AR, BO, EX, HV, MF
E0FDKRAS	56D	FDK AR CAM#30	ANY PLANE - AR, BO, EX, HV, MF
		new	
E0FDKRAS	56E	FDK AR CAM#30	ANY PLANE - AR, BO, EX, HV, MF
		new	
L2BRFPA	132	FDK AR CAM#30	
		new	
E0FDKRAS	56F	FDK AR CAM#30_N EW.A	ANY PLANE - AR, BO, EX, HV, MF
E0FDKRAS	56G	FDK AR CAM#30_N EW.A	ANY PLANE - AR, BO, EX, HV, MF
00FDK R1	201H	FDK AR CAM#6	
00FDKAR1	201L	FDK AR CAM#6	
00FDKAR1	201M	FDK AR CAM#6	



00FDKAR2	201N	FDK_AR_CAM#6	
00FDKAR2	201P	FDK_AR_CAM#6	
00FDKRD1	201J	FDK_AR_CAM#6	
00FDKRD1	201K	FDK_AR_CAM#6	
J1FDKTL	95E	FDK_CAM#10	
J1FDKTL	95F	FDK_CAM#11	
J1FDKTL	95G	FDK_CAM#11	
00FDKFAL	208B	FDK_CAM#11 blr	
00FDKSUC	207A	FDK_CAM#11 blr	
00FDKCTM	210A	FDK_CAM#11 blr 2	
00FDKFAL	208A	FDK_CAM#11 blr 2	
00FDKRE	A210	FDK_CAM#11 blr 2	
00FDKRE	B210	FDK_CAM#11 blr 2	
00FDKRE	C210	FDK_CAM#11 blr 2	
00FDKRE	D210	FDK_CAM#11 blr 2	
00FDKRE	E210	FDK_CAM#11 blr 2	
00FDKRE	F210	FDK_CAM#11 blr 2	
00FDKRE	G210	FDK_CAM#11 blr 2	
00FDKSUC	207B	FDK_CAM#11 blr 2	
00FDKXEL	209A	FDK_CAM#11 blr 2	
00FDKEJ2	212	FDK_CAM#11_NEW	
B1FDKFH	25F	FDK_CAM#11_NEW	
FDK	303	FDK_CAM#13	
FDK	304	FDK_CAM#13	
E0FDKCRAS	56	FDK_CAM#13	Need to blur this [POST]
E0FDKCRAS	56A	FDK_CAM#13	Need to blur this [POST]
G0FDKCRAS	100B	FDK_CAM#13	ANY PLANE - AR, BO, EX, HV, MF
G0FDKCRAS	100C	FDK_CAM#13	ANY PLANE - AR, BO, EX, HV, MF
H0FDKHBS	81B	FDK_CAM#13	1:33
J0FDKCRAS	100	FDK_CAM#13	Blur this [POST]
M0FDKCRAS	147	FDK_CAM#13	Blur this [POST]
B3FDKFH	34D	FDK_CAM#13 blr	
E0FDKCRAS	56B	FDK_CAM#13.A	
E0FDKCRAS	56C	FDK_CAM#13.A	
J0FDKCRAS	100E	FDK_CAM#13.C	
FDK	305	FDK_CAM#14	
FDK	306	FDK_CAM#14	
A1FDKEI	5C	FDK_CAM#14	Blur this
A1FDKEI	5B	FDK_CAM#14.A	
A1FDKEI	5A	FDK_CAM#15	
J1FDKTL	95A	FDK_CAM#19	
J1FDKTL	95B	FDK_CAM#19	
14TOLLV	124 (was 94C)	FDK_CAM#19	
B1FDKFH	25	FDK_CAM#19	
B1FDKFH	25A	FDK_CAM#19	

LIFT



B1FDKFLH	25B	FDK_CAM#19	
B3FDKFLH	34A	FDK_CAM#19	
B3FDKFLH	34B	FDK_CAM#19	
E1FDKFL1	50G	FDK_CAM#19	
E1FDKFL2	50F	FDK_CAM#19	
H0FDKHBS	81E	FDK_CAM#19	
H0FDKHBS	81F	FDK_CAM#19	
L2FDKFL1	127A	FDK_CAM#19	
L2FDKFL2	A127F	FDK_CAM#19	
L2FDKFL2	A127G	FDK_CAM#19	
G0FDKRAS	100D	FDK_CAM#3	ANY PLANE - AR, BO, EX, HV, MF
B3FDKFLH	34C	FDK_CAM#3 blr	
E1FDKFL1	50A	FDK_CAM#3 new	
E1FDKFL1&2	50B	FDK_CAM#3 new	
E1FDKFL2	50	FDK_CAM#3 new	
H0FDKHBS	81C	FDK_CAM#3_NEW. A	
H0FDKHBS	81D	FDK_CAM#3_NEW. A	
J0FDKRAS	100A	FDK_CAM#30	
<b>K0FDKARS</b>	<b>111D</b>	<b>FDK_CAM#31</b>	<b>Blur this [POST]</b>
L2FDKFL1	127	FDK_CAM#50 new	
L2FDKFL2	A127A	FDK_CAM#50 new	
B1FDKFLH	25C	FDK_CAM#50_NEW. A	
B1FDKFLH	25D	FDK_CAM#50_NEW. A	
E1FDKFL1	50C	FDK_CAM#50_NEW. A	
E1FDKFL2	50D	FDK_CAM#50_NEW. A	
E1FDKFL2	50E	FDK_CAM#50_NEW. A	
L2FDKFL2	A127	FDK_CAM#50_NEW. A	
L2FDKFL2	A127B	FDK_CAM#50_NEW. A	
L2FDKFL2	A127C	FDK_CAM#50_NEW. A	
E1FDKFL	50	FDK_CAM#50_NEW. B	
E1FDKFL1	50H	FDK_CAM#51	
<b>L2FDKFL2</b>	<b>A127E</b>	<b>FDK_CAM#51</b>	<b>Need a new one - see Chris R. Lens: Dist: Ht:</b>
E1FDKFL1&2	50J	FDK_CAM#51_NEW	
L2FDKFL2	A127D	FDK_CAM#51_NEW	
L2FDKFL2	A127D	FDK_CAM#51_NEW	

LIFT



L2FDKFL2	A127E	FDK_CAM#51_NEW	
H0FDKHBS	81	FDK_CAM#60	
H0FDKHBS	81A	FDK_CAM#60	
E1FDKFL2	50K	FDK_CAM#7	ANY PLANE - AR, BO, EX, HV, MF
L3FDKCB	135	FDK_CAM#70	
L3FDKCB	135C	FDK_CAM#71	
L3FDKCB	135D	FDK_CAM#71	Blur this [POST]
L3FDKCB	135E	FDK_CAM#71	Blur this [POST]
L3FDKCB	135A	FDK_CAM#72	
L3FDKCB	135B	FDK_CAM#72 blr	
00FDKST1	236	FDK_CAM#80 new	
00FDKST2	236A	FDK_CAM#80 new	
00FDKRD1	201F	FDK_CAM#82 blr	
00FDKRD1	201F	FDK_CAM#82 blr	
00FDKST	201E	FDK_CAM#82 blr	
A1FDKEI	5D	FDK_CAM#9_NEW	
B3FDKFH	34E	FDK_EX_CAM#13	
M0FDKCRAS	147A	FDK_EX_CAM#30	Need to blur this [POST]
K0FDKARS	111C	FDK_EX_CAM#30_N EW.A	
B1FDKFH	25E	FDK_EX_CAM#5	
00FDK__1	201AD	FDK_EX_CAM#6	Also plays for Bomber
00FDK__1	201AE	FDK_EX_CAM#6	Also plays for Bomber
00FDK__1	201AF	FDK_EX_CAM#6	Also plays for Bomber
00FDK__2	201AB	FDK_EX_CAM#6	Also plays for Bomber
00FDK__2	201AC	FDK_EX_CAM#6	Also plays for Bomber
00FDKRD1	201AG	FDK_EX_CAM#6	
00FDKRD1	201AH	FDK_EX_CAM#6	
B3FDKFH	34	FDK_EX_CAM#6	
00DOAWM	G213A	FDK_FU_#21 blr	
00DOAEI	213L	FDK_FU_#24_NEW	
00DOAWM	213K	FDK_FU_#24_NEW	
00DOAWM	213B	FDK_FU_#24B	
00DOAWM	213C	FDK_FU_#24C	
00DOAWM	213D	FDK_FU_#24D	
00DOAWM	213E	FDK_FU_#24E	
00DOAEI	213G	FDK_FU_#24F	
00DOAWM	213F	FDK_FU_#24F	
00DOAEI	213J	FDK_FU_#24G	
00DOAWM	213H	FDK_FU_#24G	
00DOAEI	213M	FDK_FU_#24H	
00DOAWM	213N	FDK_FU_CAM#20	
00DOAEI	213P	FDK_FU_CAM#20	
00DOAWM	213R	FDK_FU_CAM#20	
00DOAEI	213	FDK_FU_CAM#21	
00DOAWM	A213	FDK_FU_CAM#21	

LIFT



00DOAWM	B213	FDK_FU_CAM#21	
00DOAWM	C213	FDK_FU_CAM#21	
00DOAWM	D213	FDK_FU_CAM#21	
00DOAWM	E213	FDK_FU_CAM#21	
00DOAWM	F213	FDK_FU_CAM#21	
00DOAWM	G213	FDK_FU_CAM#21	
00DOAEI	A213	FDK_FU_CAM#21 blr	
00DOAWM	A213A	FDK_FU_CAM#21 blr	
00DOAWM	B213A	FDK_FU_CAM#21 blr	
00DOAWM	C213A	FDK_FU_CAM#21 blr	
00DOAWM	D213A	FDK_FU_CAM#21 blr	
00DOAWM	E213A	FDK_FU_CAM#21 blr	
00DOAWM	F213A	FDK_FU_CAM#21 blr	
<b>00DOAWM</b>	<b>213S</b>	<b>FDK_FU_CAM#22</b>	<b>Tighter / Pan right a little</b>
00FDKHV1	201W	FDK_HV_CAM#6	
00FDKHV1	201X	FDK_HV_CAM#6	
00FDKHV1	201Y	FDK_HV_CAM#6	
00FDKHV2	201AA	FDK_HV_CAM#6	
00FDKHV2	201Z	FDK_HV_CAM#6	
00FDKMF1	201R	FDK_MF_CAM#6	
00FDKMF1	201S	FDK_MF_CAM#6	
00FDKMF1	201T	FDK_MF_CAM#6	
00FDKMF2	201U	FDK_MF_CAM#6	
00FDKMF2	201V	FDK_MF_CAM#6	
14TOLLV	124A	FDK_SH_CAM#10_ NEW	
00FDKEJ1	211D	FDK_SH_CAM#10_ NEW	
00FDKEJ2	212B	FDK_SH_CAM#10_ NEW	
J1FDKTL	95D	FDK_SH_CAM#10B	
00FDKEJ1	211B	FDK_SH_CAM#11_ NEW	
00FDKEJ1	211A	FDK_SH_CAM#14_ NEW	
00FDKEJ1	211	FDK_SH_CAM#17	
A1FDKEI	5	FDK_SH_CAM#17	
<b>00FDKEJ1</b>	<b>211E</b>	<b>FDK_SH_CAM#8</b>	<b>Animate shuttle entering R-L [POST]</b>
A1FDKEI	5E	FDK_SH_CAM#9.A	
A1FDKEI	5F	FDK_SH_CAM#9.B	
00FDKEJ1	211C	FDK_SH_CAM#9_ NEW	
00FDKEJ2	212A	FDK_SH_CAM#9_ NEW	
PWFDKTL	179A	FDK_TR#40	
PWFDKTL	179B	FDK_TR#40	

LIFT



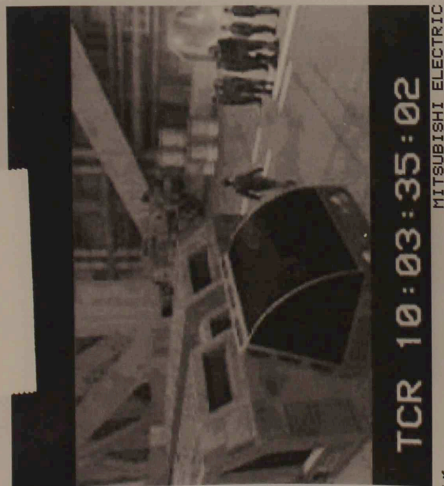
PWFDKTL	179	FDK TR#41	
J1FDKTL	95	FDKSHT #17	
J1FDKTL	95X	FDKSHT #17	

LIFT



WIDE MASTER ON FLIGHT DECK

VI/VZ	EVENT #	F/M R#	SC #	RG #
VI	100	10	5	FDK_SH_CAM #17
				1:00:12:27



TCR 10:03:35:02

MITSUBISHI ELECTRIC

5-3

100

FDK\_SH\_CAM #17

TCR 10:03:32:19

5

LIFT



CU. HOBBS

VI/VZ	EVENT#	F/M/R#	SC#	BG#
	106	10	SB	FDK_CAM #14A
VI				"
"	108	10	SB	1:00:12:23



TCR 10:10:44:16

MITSUBISHI ELECTRIC

SB-4

106



TCR 10:10:50:05

MITSUBISHI ELECTRIC

108



TCR 10:10:28:24

SB-4

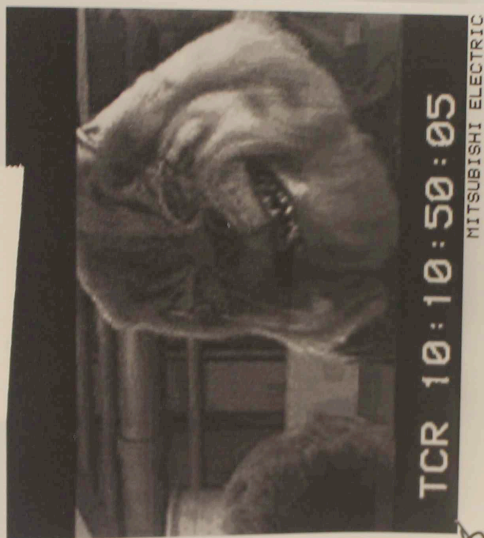
FDK\_CAM #14A

LIFT



CU. HOBBS

V1/V2	EVENT#	F/M/R#	SC#
V1	106	10	SB
"	108	10	SB



Full Exam #14A

TCR 10:10:28:24

MITSUBISHI ELECTRIC

SB-4

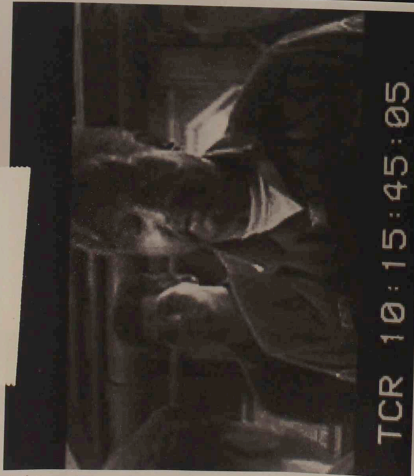
LIFT



CU JASON

1:00:12:21

VI/V2	EVENT#	F/M/R#	SC#	BG#	FDK_CAM # 14
VI	104	10	SC		
"	107	10	SC	"	
"	111	10	SC	"	
"	113	10	SC	"	
"	115	10	SC	"	
"	117	10	SC	"	
"	119	10	SC	"	
"	121	10	SC	"	
"	123	10	SC	"	
"	125	10	SC	"	
"	127	10	SC	"	



5C-3

TCR 10:15:45:05

MITSUBISHI ELECTRIC

113

114

TCR 10:16:16:28

MITSUBISHI ELECTRIC

119

MITSUBISHI ELECTRIC

127

MITSUBISHI ELECTRIC

111

MITSUBISHI ELECTRIC

115

TCR 10:19:40:24

MITSUBISHI ELECTRIC

123



TCR 10:15:17:22

5C

LIFT



CU JASON

V1/V2	EVENT#	F/M/R#	SC
V1	107	10	50
"	107	10	50
"	111	10	50
"	113	10	50
"	115	10	50
"	117	10	50
"	119	10	50
"	121	10	50
"	123	10	50
"	125	10	50
"	127	10	50

KPK CAM # 14

TCR 10:15:17:22

50



TCR 10:16:07:14

MITSUBISHI ELECTRIC

TCR 10:16:16:28

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

TCR 10:19:40:24

MITSUBISHI ELECTRIC

50-3

117

119

127

111

115 165

123



CU JASON

V1/V2	EVENT#	F/M/R
V1	104	10
"	107	10
"	111	10
"	113	10
"	115	10
"	117	10
"	119	10
"	121	10
"	123	10
"	125	10
"	127	10

KPK CAM # 14

TCR 10:15:17



TCR 10:16:16:28

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

TCR 10:19:40:24

MITSUBISHI ELECTRIC

50-3

119

127

111

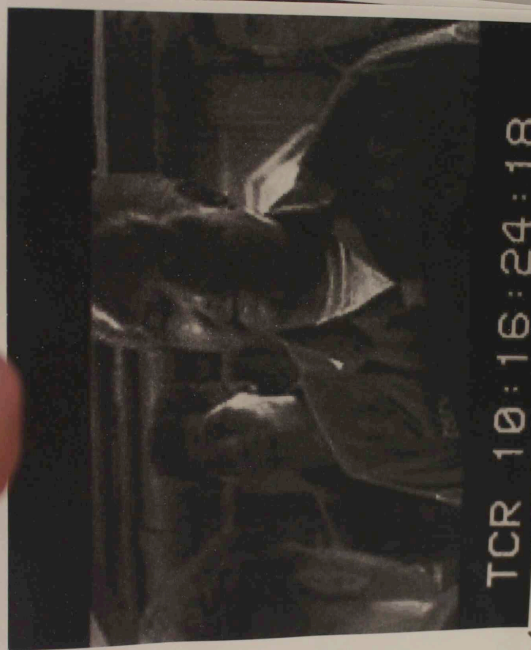
115 165

123



CU JASO

V1/V2	EVENT#	F/
V1	107	1
"	107	1
"	111	1
"	113	1
"	115	1
"	117	1
"	119	1
"	121	1
"	123	1
"	125	1
"	127	1



5C-3

TCR 10:16:24:18

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

TCR 10:19:40:24

MITSUBISHI ELECTRIC

TCR 10:15:

KPK CAM #14



CU JASON

vi/v2	EVENT#	F/M/R#
vi	10#	10
"	107	10
"	111	10
"	113	10
"	115	10
"	117	10
"	119	10
"	121	10
"	123	10
"	125	10
"	127	10



5C-3

TCR 10:16:41:04

MITSUBISHI ELECTRIC

125

MITSUBISHI ELECTRIC

127

MITSUBISHI ELECTRIC

125 165

TCR 10:19:40:24

MITSUBISHI ELECTRIC

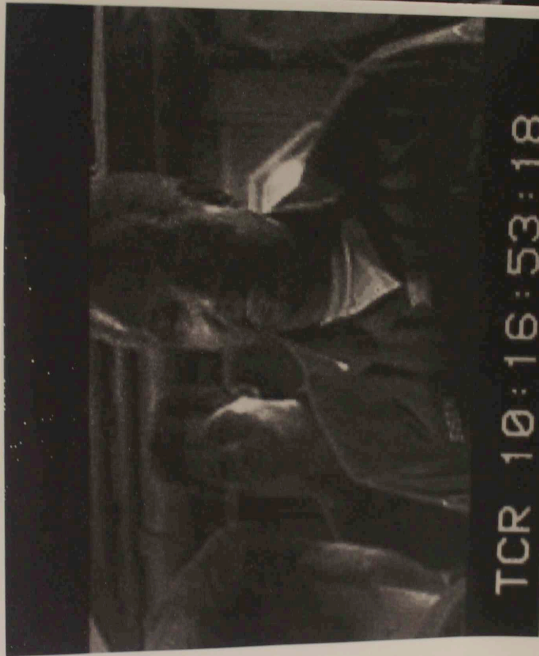
123

KPK CAM # 14

TCR 10:15:17:2



vi/v2	EVENT#	F/M/R#
V1	107	10
"	107	10
"	111	10
"	113	10
"	115	10
"	117	10
"	119	10
"	121	10
"	123	10
"	125	10
"	127	10



TCR 10:16:53:18

MITSUBISHI ELECTRIC IC

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

TCR 10:19:40:24

MITSUBISHI ELECTRIC

123

KPK CAM # 14

TCR 10:15:1

5C-3

127

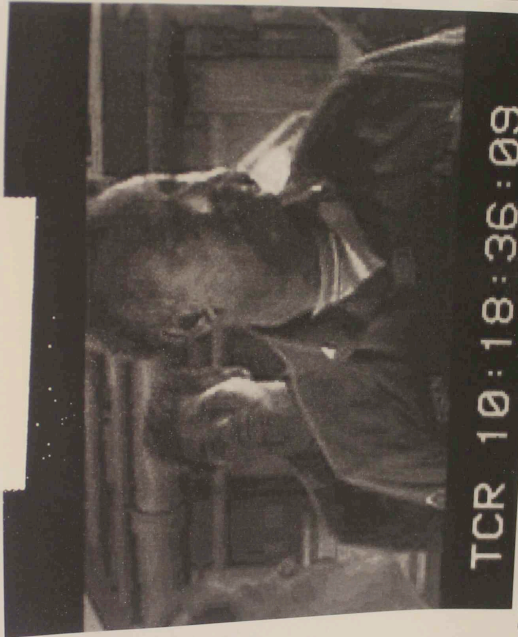
111

115



CU JASON

V1/V2	EVENT#	F/M R#	S
V1	107	10	5
"	107	10	5
"	111	10	5
"	113	10	5
"	115	10	5
"	117	10	5
"	119	10	5
"	121	10	5
"	123	10	5
"	125	10	5
"	127	10	5



TCR 10:18:36:09

MITSUBISHI ELECTRIC

107

MITSUBISHI ELECTRIC

111

MITSUBISHI ELECTRIC

TCR 10:19:40:24

MITSUBISHI ELECTRIC

123

KPK cam # 14

TCR 10:15:17:22

5



V1/V2	EVENT#	F/M/R#
V1	104	10
"	107	10
"	111	10
"	113	10
"	115	10
"	117	10
"	119	10
"	121	10
"	123	10
"	125	10
"	127	10



TCR 10:18:44:17

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

TCR 10:19:40:24

MITSUBISHI ELECTRIC

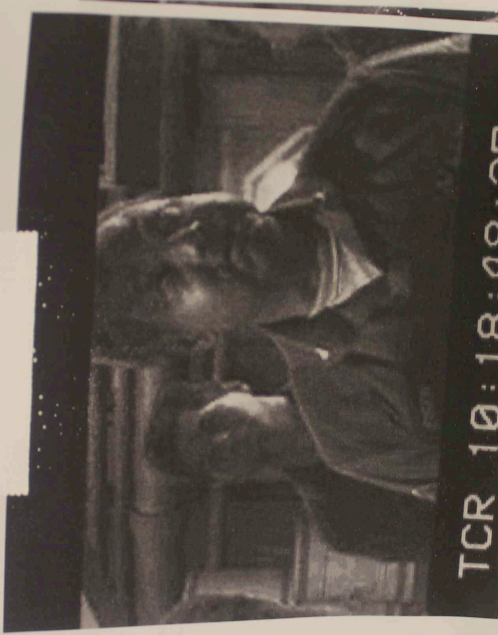
KPK CAM # 14

TCR 10:15:17:28

5



V1/V2	EVENT#	F/M R#
V1	104	10
"	107	10
"	111	10
"	113	10
"	115	10
"	117	10
"	119	10
"	121	10
"	123	10
"	125	10
"	127	10



TCR 10:18:48:27

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

TCR 10:19:40:24

MITSUBISHI ELECTRIC

5024

111

113 115

123

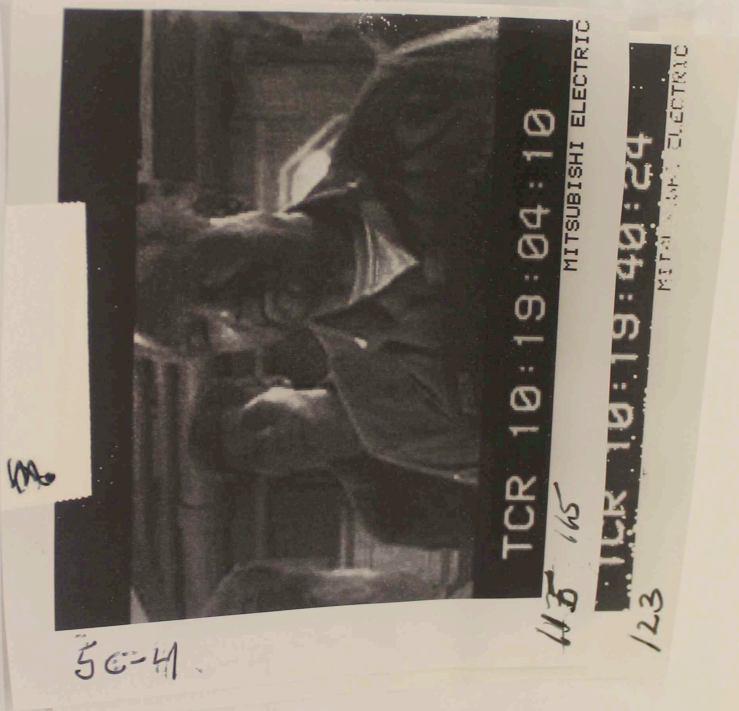
KPK CAM # 14

TCR 10:15:17:22

5

LI





TCR 10:19:04:10

MITSUBISHI ELECTRIC

TCR 10:19:40:24

MITSUBISHI ELECTRIC

11/20/16

123

KPK CAM # 14

TCR 10:15:17:22

50

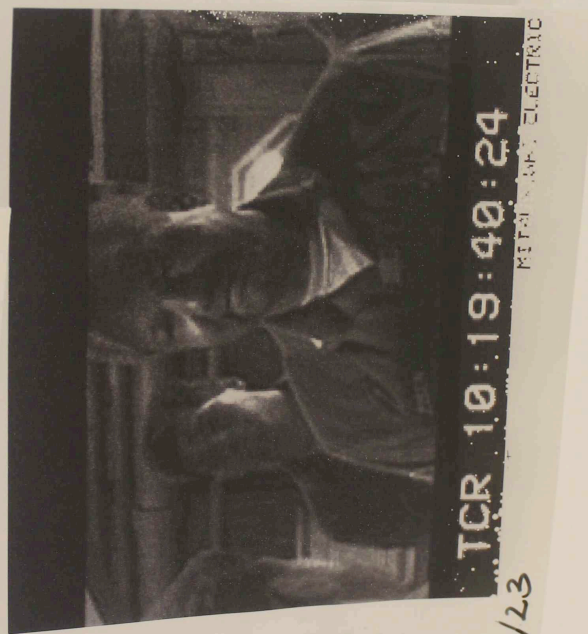
LIFT

V1/V2	EVENT#	F/M R#	SC#
V1	104	10	50
"	107	10	50
"	111	10	50
"	113	10	50
"	115	10	50
"	117	10	50
"	119	10	50
"	121	10	50
"	123	10	50
"	125	10	50
"	127	10	50



11	10	SC
113	10	SC
115	10	SC
117	10	SC
119	10	SC
121	10	SC
123	10	SC
125	10	SC
127	10	SC

KPK CAM # 14

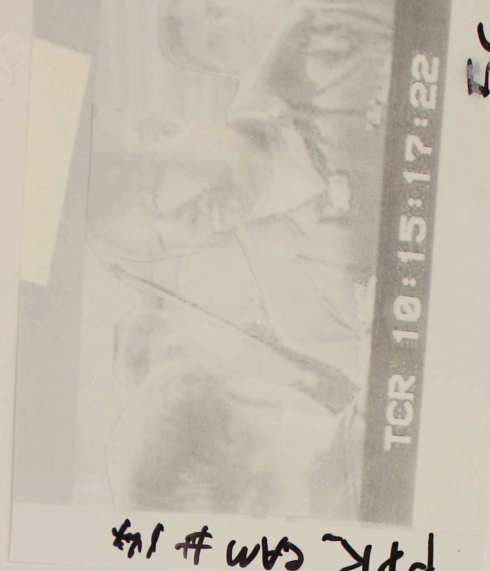


TCR 10:19:40:24

MEPHAM ELECTRIC

50-74

123



TCR 10:15:17:22

50

LIFT





5-12-2

TCR 10:23:01:27

MITSUBISHI ELECTRIC

103

118

120

122

TCR 10:25:25:09

MITSUBISHI ELECTRIC

112

114

122

146

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

1:00:12:17

U/V2	EVENT#	F/MR#	SC#	BG #
V1	103	10	SD	FDK-SH-CAM#10NEW
"	105	10	SD	"
"	110	10	SD	"
"	112	10	SD	"
"	114	10	SD	"
"	116	10	SD	"
"	118	10	SD	"
"	120	10	SD	"
"	122	10	SD	"
"	124	10	SD	"
"	126	10	SD	"
	##			

FDK-SH-CAM#10-NEW



TCR 10:23:00:22

SD

LIFT



SD-2



TCR 10:23:19:27

MITSUBISHI ELECTRIC

110

118

120

121

TCR 10:25:25:05

MITSUBISHI ELECTRIC

112

114

122

126

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

C.U. MARK				
V1/2	EVENT#	F/MR#	SC#	B
V1	103	10	SD	FD
"	105	10	SD	
"	110	10	SD	
"	112	10	SD	
"	114	10	SD	
"	116	10	SD	
"	118	10	SD	
"	120	10	SD	
"	122	10	SD	
"	124	10	SD	
"	126	10	SD	
	<del>128</del>			

OK-SH-CAM #10-NEW

TCR 10:25:25:05





50-2

TCR 10:23:39:16

MITSUBISHI ELECTRIC

TCR 10:25:25:03

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

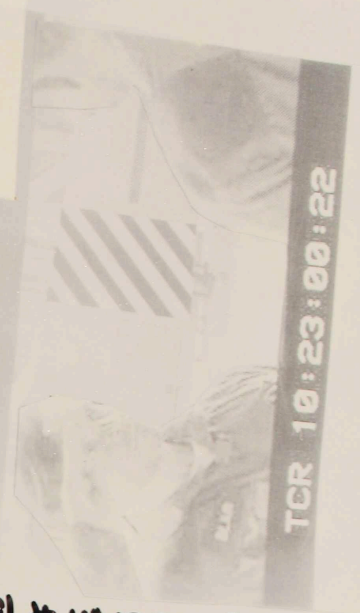
118  
120  
121

112  
117  
122  
140

FDK-SH-CAM #10-NEW

V1/2	EVENT#	F/M R#	SC#	F
V1	103	10	50	50
"	105	10	50	50
"	110	10	50	50
"	112	10	50	50
"	114	10	50	50
"	116	10	50	50
"	118	10	50	50
"	120	10	50	50
"	122	10	50	50
"	124	10	50	50
"	126	10	50	50
	<del>128</del>			

C.U. MARK



TCR 10:23:00:22



# C.U. MARK

V1/2	EVENT#	F/M R#	SC#	BD
V1	103	10	SD	FDK
"	105	10	SD	
"	110	10	SD	
"	112	10	SD	
"	114	10	SD	
"	116	10	SD	
"	118	10	SD	
"	120	10	SD	
"	122	10	SD	
"	124	10	SD	
"	126	10	SD	

FDK-SH-CAM #10-NEW



TCR 10:23:52:26

MITSUBISHI ELECTRIC

SD-2

TCR 10:25:25:09

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

112

122

146

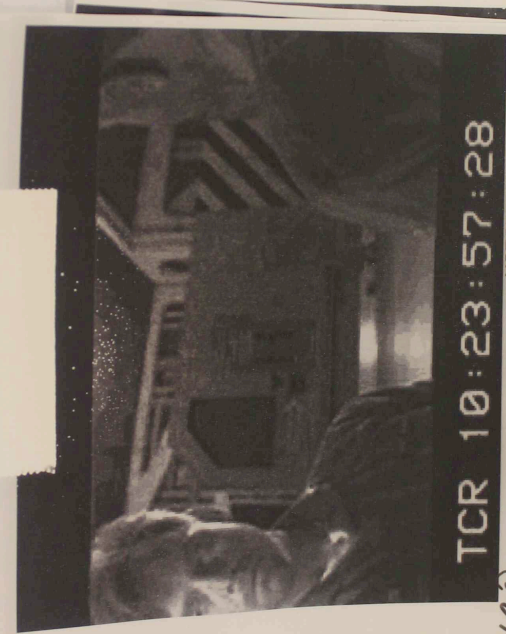
TCR 10:23:00:22



V1/2	EVENT#	F/M R#	SC#	BD
V1	103	10	SD	FDK
"	105	10	SD	
"	110	10	SD	
"	112	10	SD	
"	114	10	SD	
"	116	10	SD	
"	118	10	SD	
"	120	10	SD	
"	122	10	SD	
"	124	10	SD	
"	126	10	SD	

C.U. MARK

FDK-SH-CAM #10-NEW



TCR 10:23:57:28

MITSUBISHI ELECTRIC

TCR 10:25:25:03

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

TCR 10:23:00:22

SD

SD-2

120  
121

112  
113  
122  
126



50-2



TCR 10:24:16:10

MITSUBISHI ELECTRIC

TCR 10:25:25:03

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

112  
114

122  
146

FDK-SH-CAM #10-NEW

C.U. MARK			
V1/V2	EVENT#	F/MR#	SC#
V1	103	10	5D
"	105	10	5D
"	110	10	5D
"	112	10	5D
"	114	10	5D
"	116	10	5D
"	118	10	5D
"	120	10	5D
"	122	10	5D
"	124	10	5D
"	126	10	5D
"	<del>128</del>		

TCR 10:23:00:22

5D



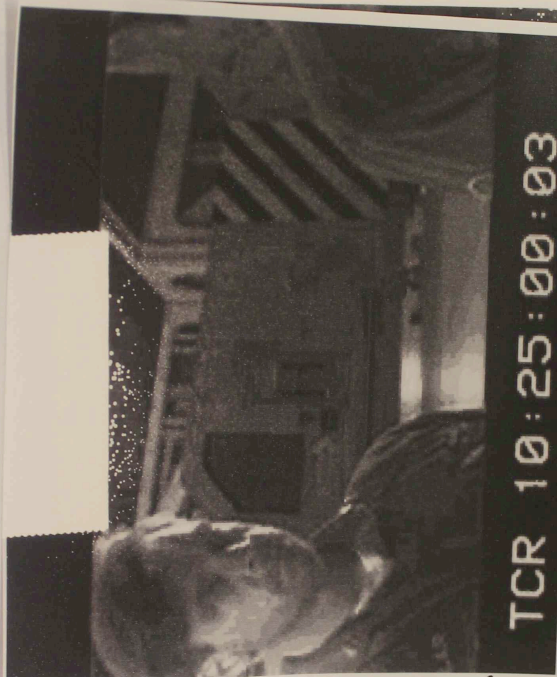
C.U. MAR

V1/V2	EVENT#	F/MR#	S
V1	103	10	S
"	105	10	S
"	110	10	S
"	112	10	S
"	114	10	S
"	116	10	S
"	118	10	S
"	120	10	S
"	122	10	S
"	124	10	S
"	126	10	S
	<del>128</del>		

FDK SH-CAM #10-NEW

TCR 10:23:00:22

2



MITSUBISHI ELECTRIC

TCR 10:25:00:03

TCR 10:25:25:03

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

5D-3

105

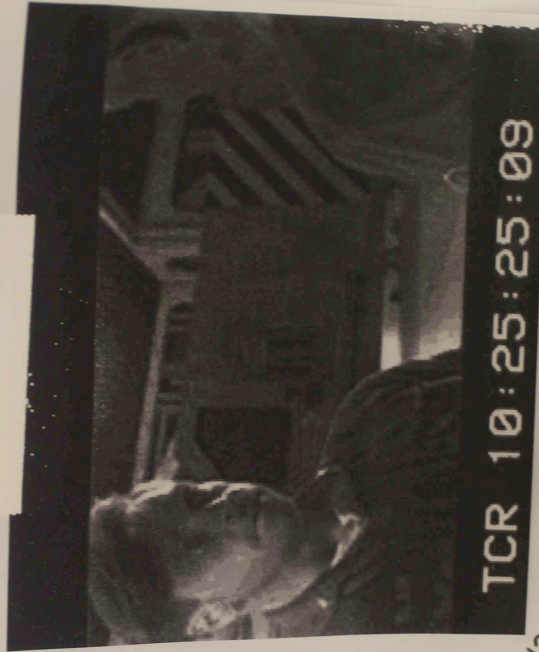
112  
114

122  
146



V1/V2	EVENT#	F/M/R#	SC#
V1	103	10	SD
"	105	10	SD
"	110	10	SD
"	112	10	SD
"	114	10	SD
"	116	10	SD
"	118	10	SD
"	120	10	SD
"	122	10	SD
"	124	10	SD
"	126	10	SD
	#28		

FOK-SH-CAM #10-NEW



TCR 10:25:25:09

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

SD-3

112  
114  
122  
126

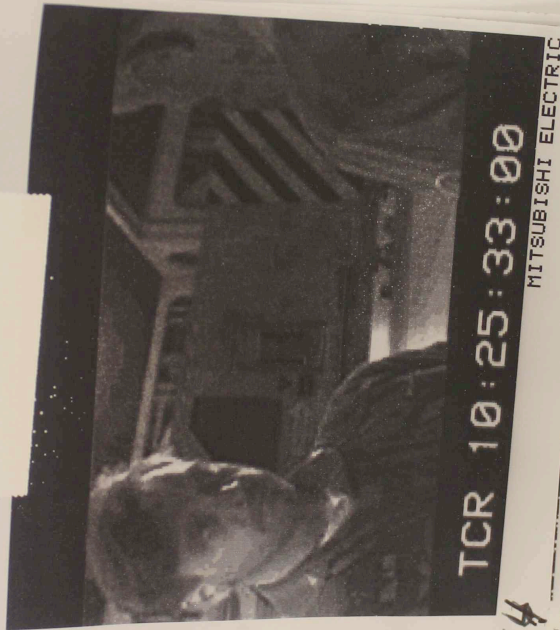
TCR 10:23:00:22

SD



2	EVENT#	F/M R#	SC#
"	103	10	SD
"	105	10	SD
"	110	10	SD
"	112	10	BA
"	114	10	SD
"	116	10	SD
"	118	10	SD
"	120	10	SA
"	122	10	SD
"	124	10	SD
"	126	10	SD
	<del>128</del>		

FDK-SH-CAM #10-NEW



TCR 10:25:33:00

MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC

SD-3

114

122

146

TCR 10:23:00:22

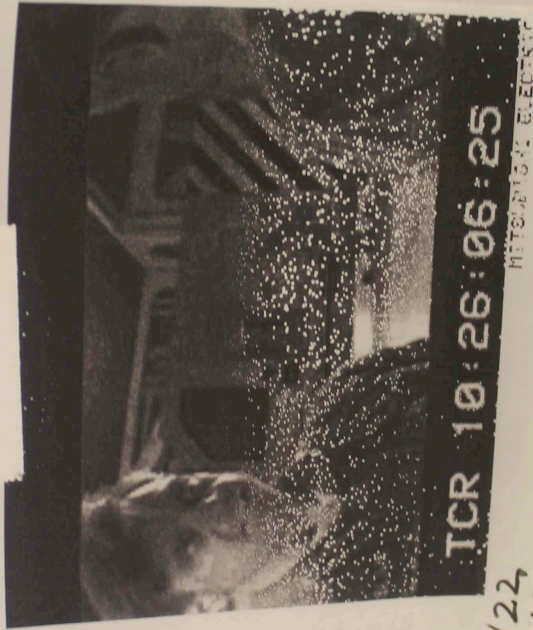
SD

LIFT



EVENT#	F/M R#	SC#
103	10	SD
105	10	SD
110	10	SD
112	10	BA
114	10	SD
116	10	SD
118	10	SD
120	10	SD
122	10	SD
124	10	SD
126	10	SD
<del>128</del>		

FDK-SH-CAM #10-NEW



TCR 10:26:06:25

MITCHELL ELECTRONICS

SD-3

122  
124

TCR 10:23:00:22

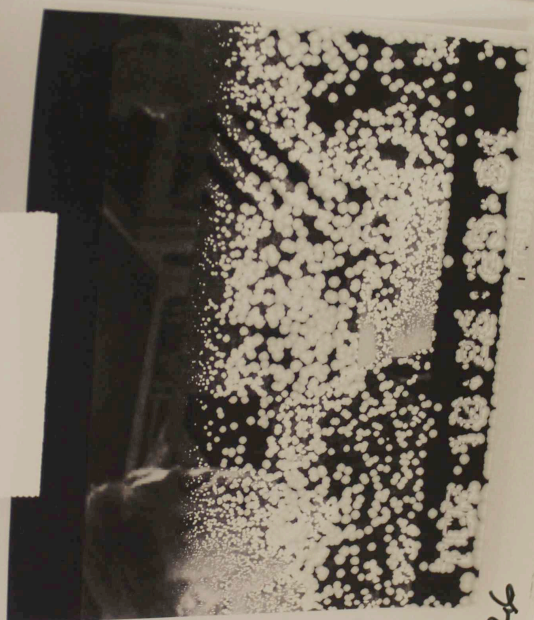
SD

LIFT



EVENT#	F/M R#	SC#
103	10	SD
105	10	SD
110	10	SD
112	10	SD
114	10	SD
116	10	SD
118	10	SD
120	10	SD
122	10	SD
124	10	SD
126	10	SD

FDK-SH-CAM #10-NEW



5D-3

126

TCR 10:23:00:22

5D

LIFT



WIDE REVERSE ON FLIGHT DECK

V1/2 EVENT # F/M R# SC# BG#  
10 5F FDK-SH-CAM#9A  
V1 101 1100:12:15

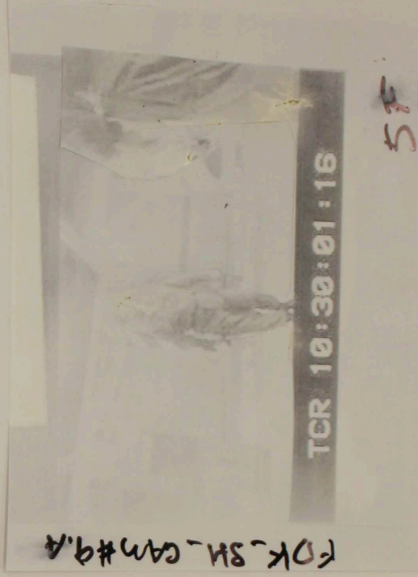


TCR 10:30:02:14

NITTO ELECTRIC

50-2

101



TCR 10:30:01:16

5F

FDK-SH-CAM#9A

LIFT



5A-41 w/ v2 copy Poser



TCR 10:07:04:06

MITSUBISHI ELECTRIC

102

WIDE SHOT OF TROOP ON DECK

V1/V2	EVENT#	F/M	R#	SC#	BG#	FDK_CAM#15
V1	102	10	SA			
V2	44	10	SA (SW)		"	
V1	109	10	SA		"	1:00:12:25

FDK\_CAM#15



TCR 10:07:34:07

5A

109



WIDE SHOT OF TROOP

V1/V2 EVENT# F/M R# SC#

V1	102	10	SA	F
V2	44	10	SA (SW)	
V1	109	10	SA	1:



5A-4

109

KPK-CAM#15



TCR 10:07:34:07

KA



WIDE PHOT OF LEOBY ON DECK

SHUTTLE APPROACHES VICTORY.

ANIMATION

EVENT 98



AND.

98



FINAL FLEET ANIMATION

EVENT 128



ANZ TIRPAN PLBAT

128



PORTLAND T333 JAN 17

SHUTTLE LANDS IN VICTORY

EVENT 99

W1 MATTE  
& STARS OUT SIDE

60°  
↙

stars  
and  
clouds

possible  
Reservoir  
OUT  
Box - ?  
Just say  
M... W



AND

69



LIFT



# WING COMMANDER III

Master Background List for Set:

LIFT

REVISION of 28 JULY 94

CODE:	SCENE:	BACKGROUND:	NOTES:
7			
A0LFTRLS	7	LFT_CAM#2_NEW	
A0LFTRLS	7A	LFT_CAM#2_NEW	
A0LFTRLS	7B	LFT_CAM#3	
A0LFTRLS	7C	LFT_CAM#3	
101			
J0LFTRLS	101	LFT_CAM#1	
J0LFTRLS	101A	LFT_CAM#2_NEW	
J0LFTRLS	101B	LFT_CAM#3	
144			
M1LFTRLO	144	LFT_CAM#1	
M1LFTRLO	144A	LFT_CAM#2_NEW	
M1LFTRLO	144B	LFT_CAM#2_NEW	
M1LFTRLO	144C	LFT_CAM#3	
M1LFTRLO	144D	LFT_CAM#3	
158			
N0LFTFLS	158	LFT_CAM#1	
N0LFTFLS	158A	LFT_CAM#2_NEW	
N0LFTRLS	158B	LFT_CAM#3	



## WING COMMANDER III

*Master Camera List for Set:*

LIFT  $1_{1L}$

LIFT  $\tau_{1L}$

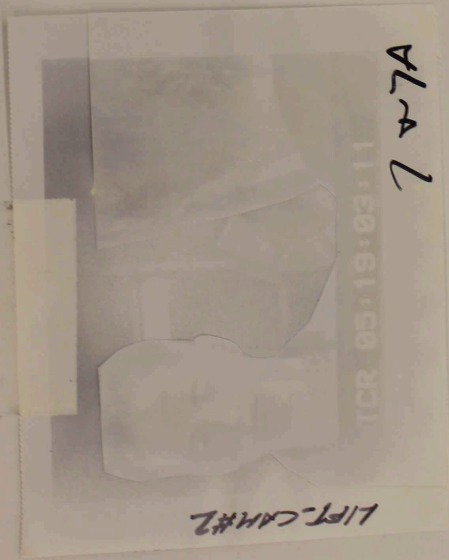
[illegible]



A0LFTRL	7	LFT_CAM#2_NEW
A0LFTRL	7A	LFT_CAM#2_NEW
J0LFTRL	101A	LFT_CAM#2_NEW
M1LFTRLO	144A	LFT_CAM#2_NEW
M1LFTRLO	144B	LFT_CAM#2_NEW
N0LFTRL	158A	LFT_CAM#2_NEW
A0LFTRL	7B	LFT_CAM#3
A0LFTRL	7C	LFT_CAM#3
J0LFTRL	101B	LFT_CAM#3
M1LFTRLO	144C	LFT_CAM#3
M1LFTRLO	144D	LFT_CAM#3
N0LFTRL	158B	LFT_CAM#3

101 LFT\_CAM#2\_NEW



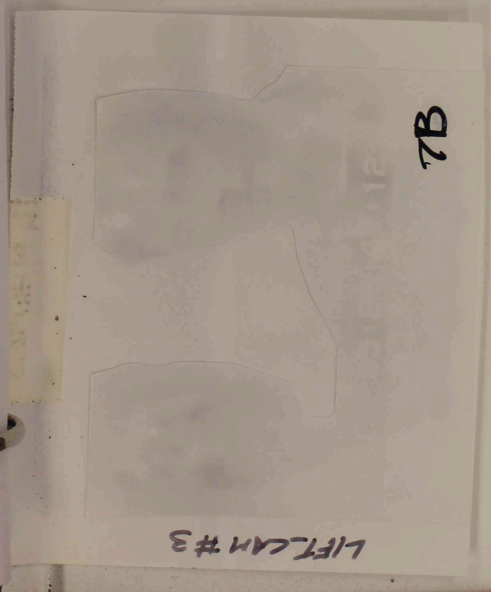


LIFT_CAM #	2	1:00:13:01	1:00:13:02	F/M R #	2005
EVENT #	SCENE #				
133	7				
135	7				
138	7				
141	7A				
146	101A				
148	101A				
150	101A				
152	101A				
157	144A				
160	144A				
163	144B				
168	158A				
170	158A				
172	158A				



LEFT CAM # 3 1'00'13'03

EVENT #	SCENE #	F/M R #
134	7B	200 S
137	7B	5
140	7C	5
147	101B	5
149	101B	5
151	101B	5
159	144C	5
162	144D	5
169	158B	6
171	158B	6
173	158B	6



SCAPE  
SCAPE  
71181-WE



# WING COMMANDER IV

## Movie File Naming Conventions

The script will be broken up into 3 major sections.

Main Story

Inflight and ancillary ( including voice overs, thought bubbles, newsbriefs ect.)

Postage Stamps and clean plates.

The production scene number will be correspond directly to each file name.

Each section will be identified by a leading number:

Main Story - numbers 0001 - 1999

Inflight - numbers 2000 - 2999

Postage Stamps numbers 3000 - 3999

for example:

Main Story - production scene number 126 will be identified as 0126.mve in it's final form

Inflight - production scene number 2005 will be identified as 2005.mve.

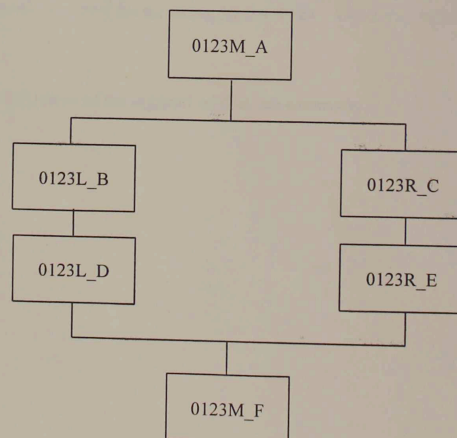
Postage Stamps - scene numbers will be identified as 3025.mve.

Before a movie is compiled it is broken into several segments. Each segment will be identified in two ways. The first is the moral path that the segment belongs to and the second is a unique segment identifier.

To identify the high and low moral paths a scene can take a letter will be added to the file name to identify which side of the script a take will be from. The letters will be L for left side of script, M for middle of the script (both paths) and R for right hand side of the script. This will remove the decision of which side is high or low moral.

Each movie segment will be uniquely identified by the main scene number and moral separator with an extension seperated by an underscore ( \_ ) underscore

SCENE NUMBER 123 - 0123.MVE





All components of each segment WILL have the same name throughout the production process.

#### SCRIPT

The script identifies each scene with the primary scene number. A suffix is used only to identify which pre-mission sequence the scene is associated with. This suffix will disappear once the script is converted to the lined script.

The lined script will be broken down into the correctly named scenes and segments. The camera shot naming conventions will be developed with the storyboards and the scene slating will be based on the editing naming convention.

#### EDITING

During editing the segment prefix name will be used. The suffix will be used to label the shots not the segments. Once the EDL's have been generated with the suffix shot name and the final edited images put to tape then the combined shots will compose the final movie and segments with the full movie name.

For example our movie 0123.MVE is made up of 6 segments A - F. Segment A may be composed of shots 0123M\_A, 0123M\_C, 0123M\_A, 0123M\_B. Once the shots have been combined into the movie segment it will be known as 0123M\_A.

#### ART

##### Backgrounds:

If an Alias generated background is used for one of the shots it will have the same name as the first scene shot it occurs in. If that background will be used again in a different scene and shot it will keep the name of the first instance. This is the only exception to the rule.

##### Animations:

Usually an animation is used to establish a scene and is incorporated into that movie as a lead in to the first segment. The animations will be named just like the movie scene and segment. An establishing animation for our example movie would then be called 0123M\_A. The frame number will follow the animation name and the extension will be the last characters. So if 0123M\_A has 120 frames, they will be named 0123M\_A.0001.rgb to 0123M\_A.0120.rgb. This animation will be stored in a directory on the server labeled 0123M\_A under the directory for the scene, labeled 0123. All art should be stored similarly.

#### AUDIO

The audio file will have the name of the segment with an .aif extension.