**Memorandum of Understanding Between Writers**

**And Copyright Holders Of The Cross-up, 12-Episode**

**Television miniseries, All Mostly Written by Dennis F. Stevens**

**This agreement dated the 31st day of March, 2020, is between Dennis F. Stevens (“Stevens”), Christine R. Graham (“Christine”) and Melbi Lee Stevens (“Melbi”) hereafter together sometimes (“the Copyright holders”) in the 12-episode television miniseries sometimes referred to as the Cross-up Series (hereafter sometimes “The Series”), is for the purpose of recording for public record the Writers and Copyright Holders participation in the gross revenue received resulting from the option and/or purchase of the Series rights as a whole – or any of the 12-individual episodes therein.**

**1. The Writers and Copyright Holders agree that any gross revenue received as the result of a rights purchase of the series as a whole, or of the 12 individual episodes, shall be divided as follows:**

 **1 (a) Expenses shall be deducted off-the-top including, but not limited to, legal fees, travel, etc.**

 **1 (b) From the balance, Copyright Holder shall receive one-third (approximately 33.3%) of the gross balance for each episode in which they are listed herein below as Copyright holder; regardless of whether or not their name appears as copyright holder on the official U.S. Copyright Office form.**

**2. Division of the remaining revenue shall be divided among the Writers – as follows:**

 **2 (a) In the event of a single credited writer, the sum of one-hundred (100%) percent;**

 **2 (b) In the event an additional writer was employed by Stevens as a *work for hire* to do a rewrite or polish of one of the Cross-up episodes, in lieu of receiving WGA scale at the time of hire, the *work for hire* shall receive seventy-percent (70%) of the sum pursuant to Paragraph 1 (a) above – less any sums prepaid or advanced, with Stevens receiving the remainder.**

 **2 (c) Sums advanced to *work for hires* shall be returned to the source.**

**3. Stevens shall be entitled to one hundred (100%) percent of all option payments.**

**4. Screen credits shall be determined as follows:**

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 **4 (a) With the possible exception of paragraph 4 (b) below, all screen credits shall be determined in accordance with the Writers Guild Minimum Basic Agreement (“WGA-MBA” in effect at the time the rights purchase agreement is exercised.**

 **4 (b) In the event a *work* *for hire* writer shall fail to meet the contribution necessary to receive screen credit in accordance with the WGA-MBA, then Stevens, in his sole discretion, shall have the right to declare the said *work for hire* writer a collaborator and thus a part of the Stevens writing team; in which case the *work for hire* might be eligible to receive a second billing screenplay credit, subject to WGA approval.**

**5. Allocation of the *Created by* screen credit:**

 **5 (a) Stevens shall receive the *created by* credit for all episodes created in the Series, regardless of whether or not he wrote or contributed towards writing the episode.**

 **5 (b) Other than what may be allowed in the WGA-MBA, Stevens shall receive no financial enumeration for this credit.**

**6. Copyright Holders.**

 **6 (a) Listed below are the official Copyright Holders regardless of who is named as the Copyright Holder with the U.S, Copyright Office; which copyright could have been assign in writing at a later date.**

 **6 (b) Herein below are listed the episode, title, and Copyright Holder.**

**Episode 1 Robin & the Las Vegas Cross-up Stevens**

**Episode 2 The Last Flight Cross-up Stevens**

**Episode 3 The Golden Gate Cross-up Melbi**

**Episode 4 The Great Art Heist Cross-up Christine**

**Episode 5 The Great Diamond Heist Cross-up Melbi**

**Episode 6 The Caspian Sea Cross-up Melbi**

**Episode 7 The French Affair Cross-up Christine**

**Episode 8 The Bordeaux Cross-up Christine**

**Episode 9 The Final Cross-up Melbi**

**Episode 10 The Great Wine Fraud Cross-up Christine**

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**Episode 11 The Platinum Heist Cross-up Christine**

 **Episode 12 The Iranian Cross-up Caper Stevens**

**7. List of *work for hires:***

 **7 (a) Listed below are the official *work for hires* that were hired to rewrite or polish one or more screenplays in the Series; together with their contacts.**

 **7 (b) Peter Szondy, 5 Catalina Drive, Oak View, CA 93022 Email: Pszondy@gmail.com**

 **7 (c) Christine R. Graham, c/o Dennis F. Stevens, 122 N. 4th E. Apt 4, Rexburg, ID 83440-5341 Phone: 1-626-441-2950 (Cell) 1-818-326-7115 Email: cgraham731@gmail. com**

 **7 (d) Further to the terms of this agreement, in addition to the cash payments, an additional *consideration* for Stevens hiring a *work for hire* is the understanding that in the event a *work for hire* files a complaint with the WGA, or any other entity for whatever reason, then that *work for hire* shall forfeit the payment(s), if any, pursuant to paragraph 2 (b), above, and the said payment(s) shall revert to Stevens as though the *work for hire* had never been hired in the first place. The *work for hire*, however, shall be entitled to retain the cash portion of the compensation.**

 **7 (e) A record of the cash portion paid a *work for hire* is attached hereto as *Exhibit A.***

**8. Entire understanding:**

 **8 (a) This instrument includes the entire understanding between the parties and replaces all former agreements and representations with respect to the subject matter. This agreement shall bind the parties hereto, their respective heirs, successors, administrators, executors and assigns and the rights herein granted and agreed to be granted to Purchaser, may be freely assigned in whole or in part by the Purchaser and Purchaser’s heirs, successors and assigns. Pur-chaser shall not be liable for any breach of any of its agreements herein contain-ed unless it shall have received written notice from Owner of such breach, and it shall not within a reasonable time after receipt of such notice have cured such breach.**

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 **8 (b) In any suit or action arising out of this agreement, the prevailing party shall be entitled to recover costs and reasonable attorney’s fees.**

 **8 (c) This Agreement shall be deemed to have been entered into in the State of California and the laws of the State of California shall apply to its interpretation and enforcement.**

**9. Signed in counterpart:**

 **9 (a) Anytime after the date first above written this Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original but all of which constitute one and the same instrument.**

 **9 (b) This document shall be recorded in the Madison County recorder’s office, in Rexburg, Idaho. 134 East Main St. (208) 359-6219**

**10. Participant’s contact. Regardless of the actual address of the Copyright Holders, for the record, their address, phone numbers and email addresses shall be as follows:**

 **10 (a) Christine R. Graham**

**c/o Dennis F. Stevens**

**122 N. 4th E. Apt 4**

**Rexburg, ID 83440-5341
1-626-441-2950
1-818-326-7115 (Cell)
cgraham731@gmail. com**

 **10 (b) Melbi Lee Stevens**

**c/o Dennis F. Stevens**

**122 N. 4th E. Apt 4**

**Rexburg, ID 83440-5341
 1-818-814-6352 (Cell)**

**Itsmelbi@gmail.Com**

 **10 (c) Dennis F. Stevens**

 **122 N. 4th E. Apt 4**

 **Rexburg, ID 83440-5341**

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 **1-208-359-9966**

 **1-208-757-2315 Cell**

 **cinemaarts@prodigy.net**

 **cinemaartsllc@gmail.com**

 **IN WITNESS WHEREOF the parties have executed this Agreement as of this**

**31st day of March 2020 regardless of when actually signed and dated.**

**DENNIS F. STEVENS, an individual**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Dennis F. Stevens**

 **(Writer & Copyright Holder)**

**CHRISTINE R. GRAHAM, an individual**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Christine R. Graham**

 **(Writer & Copyright Holder)**

**MELBI LEE STEVENS, an individual**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Melbi Lee Stevens**

 **(Copyright Holder)**

***EXHIBIT “A”***

**Anyone wishing to see the *work for hire* exhibits, listing cash payments, need only to send an email to Dennis F. Stevens – with a brief explanation as to why such information is sought. If for a legitimate purpose, a copy of the payments will be forwarded.**

**END**