Mary Kathryn Nagle

c/o William Morris Endeavor Entertainment, LLC 11 Madison Ave, 18th FL New York, New York 10010 Attn: Michael Finkle

RE: "SOVEREIGNTY"

Subject to due execution of this agreement by all parties, you hereby grant to us a nonexclusive limited license to produce and present your play entitled "**Sovereignty**" (hereinafter referred to as the "Play") in the English language in accordance with and subject to the terms and conditions herein set forth.

- 1. The Play may be presented by us as a live stage stock production at our **Heller Theatre Company** in **Tulsa**, **OK** during the period **OCTOBER 26**, **2018 NOVEMBER 4**, **2018**.
- 2. The Play shall be produced and presented by us only on the spoken stage with living actors in the immediate presence of the audience and in particular, the Play shall not be presented in whole or in part by film, radio, television or recording, including, without limitation, original cast recordings or phonograph records or tapes, or any other forms of recordings including but not limited to cassettes or audio-visual devices, now or hereafter devised. All rights in and to the Play not expressly granted to us hereunder are reserved to you and you may exercise same without restriction or limitation.
 - 3. As consideration for this license we agree to pay to you the following:
- (a) A non-returnable license fee of **ONE THOUSAND FIFTY DOLLARS** (\$1050) or **ONE HUNDRED SEVENTY-FIVE DOLLARS PER PERFORMANCE** (\$175) due upon execution of this agreement.
- (b) Pending gross box office receipts indicating this production of the Play made a profit, or increases in the budget required to execute this production of the Play, an additional fee of FOUR HUNDRED FIFTY DOLLARS (\$450) or SEVENTY-FIVE DOLLARS PER PERFORMANCE (\$75).
- 4. All payments to you hereunder shall be made in US Dollars and payable to **MARY KATHRYN NAGLE** and sent to WME Entertainment, 11 Madison Ave, 18th FL, New York, NY 10010, Attn: Michael Finkle

All payments shall be accompanied by appropriate statements indicating the gross box office receipts and/or the exact number of performances given as may be applicable.

5. Billing credit shall be given to the Authors of the Play as follows:

"SOVEREIGNTY"

All credits shall be in at least Fifty (50%) Percent size, type and prominence of the title of the Play and said billing shall appear in all programs, posters, houseboards, circulars, advertising and announcements of the Play under our management or control. No person, firm or entity shall receive larger or more prominent billing than that accorded to you.

- 6. We shall not make any changes in or additions or deletions to the Play (including but not limited to dialogue, music, lyrics, characters, characterizations, locales and period) without your prior written consent. Any changes or additions to which you consent shall be and become your sole property, free of all liens and encumbrances.
- 7. The rights licensed to us hereunder are special and unique, and in the event of any breach of any provision of this agreement by us, you shall have the right to immediate injunctive relief, in addition to all other rights and remedies you may have.
- 8. We shall be solely responsible for all costs, expenses, losses, claims, liabilities and the like which may arise in connection with the presentation of the Play hereunder, and we shall indemnify and hold you harmless in connection therewith.
- 9. This agreement shall be construed and interpreted under and in accordance with the laws of the State of New York and may not be changed, extended, discharged, or modified except by a written instrument executed by both of us and may not be assigned or sub-licensed by us.
- 10. Copies of the playbill and reviews will be sent to William Morris Endeavor Entertainment, LLC, 11 Madison Ave, 18th FL, New York, NY 10010, Attn: Michael Finkle.

	Very truly yours,	
	SUSAN APKER:	
AGREED AND ACCEPTED	Print:	_
MARY KATHRYN NAGLE		