**eRIN R. RANAHAN**

Partner

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September 14, 2016

**VIA EMAIL**

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| Axanar Productions, Inc.  Alec Peters | Terry McIntosh |

**Re: *Paramount Pictures Corporation, et al. v. Axanar Productions, Inc., et al.***

**C.D. Cal. Case No. 2:15-cv-09938-RGK-E (the "Lawsuit”)**

Dear Alec and Terry:

As you know, Winston & Strawn LLP is currently representing Axanar Productions, Inc. and Alec Peters (collectively, “Axanar Defendants”) in *Paramount Pictures Corporation, et al. v. Axanar Productions, Inc., et al.,* Case No. 2:15-cv-09938-RGK-E (the “Lawsuit”). You have also requested that Winston & Strawn LLP also represent a third party to this lawsuit, Terry McIntosh, for the limited purpose of preparing him for, and representing him at, his deposition in connection with the Litigation (the “Deposition Matter”). Because joint representations involve unique issues of conflicts of interest and confidentiality, we wanted to clarify the terms of our joint representation, as set forth below.

1. Nature of Engagement: As we discussed, the firm’s clients will be the Axanar Defendants and Terry McIntosh individually. The scope of our representation of Terry will be limited to the Deposition Matter.

2. Fees: Under their existing agreement, Axanar Defendants will pay for costs and expenses associated with Winston & Strawn’s representation in the Deposition Matter, and Terry McIntosh will not be responsible for any expenses in connection with the Deposition Matter.

3. Client Documents: We will maintain any necessary documents (including any electronic copies) relating to this matter in our client files. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to make available to you. These documents will be delivered to you within a reasonable time after receipt of payment for outstanding fees and costs, subject to applicable rules of attorney conduct. We will retain any remaining documents in our files for a certain period of time, after which we will destroy them in accordance with our record retention program.

4. Current/Prior Representation of Employer: You understand that Winston & Strawn LLP currently represents and in the future may represent the Axanar Defendants in other unrelated matters. You acknowledge and agree that Winston & Strawn LLP may continue or undertake to represent the Axanar Defendants in such existing or future matters. To the extent that Winston & Strawn LLP is representing the Axanar Defendants in matters that are not substantially related to the Lawsuit, we will be communicating with the Axanar Defendants about those matters and will treat those communications as confidential and not disclose them to you.

5. Joint Representation Agreement and Waiver: Ideally the Axanar Defendants and you would be represented by separate counsel in connection with the Deposition Matter and the Lawsuit, but we recognize that there are considerations of cost as well as strategic advantages for each of you in being jointly represented by us. Winston & Strawn LLP is willing to undertake such multiple representation so long as the following terms and conditions are understood and agreed to by each of you:

The Axanar Defendants and you waive any objection to, or any possible conflict in, our joint representation of the Axanar Defendants and Terry McIntosh in the Deposition Matter, and each consents to our joint representation of the Axanar Defendants and Terry McIntosh in the Deposition Matter.

The Axanar Defendants and Terry McIntosh acknowledge and agree that communications between Winston & Strawn LLP and each of you concerning the Deposition Matter will be treated by us as confidential and not disclosed to anyone other than each of you without your consent or as otherwise provided by law. You further acknowledge and agree that whatever communications or information Winston & Strawn LLP receives from you concerning the Deposition Matter will be shared with the Axanar Defendants as we deem appropriate. Conversely, not all of the information that may be available to the Axanar Defendants will be necessary for or material to your representation in the Deposition Matter and may be otherwise protected from disclosure to you. Nevertheless, subject to such reservations, if we receive material information from the Axanar Defendants that we believe you should have in order to make decisions regarding the Deposition Matter, we will give you that information.

The Axanar Defendants and Terry McIntosh acknowledge and agree that there exists a possibility that a conflict of interest may arise in the course of the multiple representation by Winston & Strawn LLP (e.g., a substantial discrepancy to the parties' testimony, or incompatibility in position in relation to an opposing party). The Axanar Defendants and Terry McIntosh acknowledge and agree that in the event a conflict of interest arises regarding the multiple representation by Winston & Strawn LLP with respect to the Deposition Matter, then we may withdraw from the representation of Terry McIntosh and may continue to represent the Axanar Defendants. In such event, Terry understands that he would be responsible for obtaining his own legal representation and for the cost of that representation.

Terry McIntosh also acknowledges and agrees that if Winston & Strawn LLP withdraws as his attorney, we may continue to represent the Axanar Defendants, even if such representation is contrary to his interests. Moreover, in the unlikely event that the Axanar Defendants or Terry McIntosh commence litigation against one another regarding the subject of the joint representation, you each understand that our advice to you and our prior communications with each of you during the joint representation may not be shielded from disclosure in such litigation. Finally, in the event a conflict of interest arises regarding the multiple representation by Winston & Strawn LLP, a court may nevertheless disqualify us from continuing our representation of Axanar Defendants, notwithstanding the terms of this Agreement. We are advising you of these possibilities solely to comply with our ethical requirements and are not suggesting that you may have claims against, or conflicts of interest among, one another.

6. Client-Created Guidelines for Outside Counsel: To the extent that the Axanar Defendants have established their own legal retention agreement, billing policies and/or guidelines for outside counsel (collectively, the “Guidelines”), the Axanar Defendants agree that the terms and conditions of this engagement letter will control unless Winston & Strawn LLP specifically agrees to the terms of the Guidelines in writing.

7. Termination of Representation: A client has the right at any time to terminate our services and representation upon written notice to the firm.

We reserve the right to withdraw from our representation if the client fails to honor the terms of the engagement, the client fails to cooperate or follow our advice on a material matter, if our continued representation would be unlawful or unethical, or for any other reason permitted by the applicable ethics rules. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter, and you agree on behalf of the client that it will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal, and further that we will be entitled to be paid for all services rendered and costs or expenses incurred on behalf of the client through the date of withdrawal. If the client so requests, we will suggest to you possible successor counsel and provide it with whatever documents you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission, and you agree on behalf of the client to engage successor counsel to represent the client.

8. Opportunity to Consult with Counsel. The Axanar Defendants and Terry McIntosh acknowledge and agree that, prior to entering this Agreement, they have been advised and have had the opportunity to consult with independent counsel (not Winston & Strawn LLP) regarding the terms and conditions of this Agreement.

If after consideration, each of you consent and agree to be jointly represented by Winston & Strawn LLP in the connection with the Deposition Matter in accordance with the above terms and conditions, please sign the enclosed copy of this letter in the space provided below and return it to me. Should you have any questions, please call me.

We appreciate the chance to be of service and look forward to working with each of you.

Sincerely,

Erin R. Ranahan

ACCEPTED AND AGREED to by:

Axanar Productions, Inc. and Alec Peters

Date:

Terry McIntosh

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Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_