

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this "Agreement") is entered into by and between COLUMBIA PICTURES INDUSTRIES, INC. (the "Company") and JAMES LITERARY CONSULTING LLC (the "Consultant") as of April 2, 2013. In consideration of the mutual promises and covenants contained in this Agreement, Consultant and the Company agree as follows:

The parties hereby agree as follows:

1. Term-Duties.

(a) The Company hereby retains the Consultant, and the Consultant hereby accepts such retention, all in accordance with and subject to the terms and conditions of this Agreement for a term (the "Consultation Period") commencing as of April 2, 2013 and ending on April 1, 2014, as a consultant, on a non-exclusive basis, to render for the Company or its affiliates, such book scout services for potential projects for the Company or its affiliates (the "Services") as the Company may from time to time request. More specifically, Consultant will provide reporting on the book world, from submission of manuscripts to publishing houses to delivery of finished books as well as reporting on material that film agents are officially submitting to producers and buyers. Consultant will also provide full reporting and coverage of magazine pieces that are on submission by film agents and magazine features that are gaining attention in the publishing world or in the film community. Consultant will also provide book alerts, weekly memo of books on submission to buyers and producers and reading of manuscripts alongside the development team. For the avoidance of doubt, if any additional duties or projects are requested of Consultant by the Company which are not included this Agreement, i.e., covering reports in the Young Adult market; competitive development reports on books bought and in development at other studios; or publishing Hot Lists, the Company and Consultant shall negotiate in good faith any additional fees for these additional duties or projects.

(b) The Company agrees that the Consultant may engage in other business activities provided that they do not affect the Consultant's ability to perform his duties and carry out his responsibilities to the Company hereunder. The Consultant agrees that during the term of this Agreement, the Consultant will not provide similar Services to any direct competitor of the Company and its affiliates, nor will the Consultant compete in any way with the business interest of the Company and its affiliates. The Consultant further agrees that all work required by the Company hereunder shall be accomplished in a time sensitive manner.

2. Compensation.

(a) In consideration for all services rendered by and all rights granted by the Consultant, the Company shall pay the Consultant consulting fees at a rate of \$5,000 per month, paid in accordance with the Company's standard practices.

(b) No increased or additional compensation shall be payable to the Consultant by reason of any services rendered at night, on a weekend or holiday or after a particular number of hours of service in any period.

(c) Consultant shall be entitled to the following bonuses (i) \$3,000 within 30 days following Company's execution of a option agreement (and satisfaction of any conditions precedent to the effectiveness thereof) for any book that was first reported by Consultant and with which Consultant has had substantial involvement in the tracking and positioning and (ii) \$10,000 within 30 days following the later of (a) Company's exercise of such option and (b) commencement of principal photography of any theatrical motion picture based on such book.

3. Conflict of Interest. Except for the fees specified in Section 2 hereof, the Consultant shall not be entitled to be paid or receive any commissions or other payments directly or indirectly, on account of any work or other services rendered or any materials or other items purchased by, at the direction, at the request or arranged for by the Consultant for the Company or its affiliates; it being the intention of the parties that the fees specified in Section 2 shall be the aggregate compensation for all services rendered and all work performed, and all rights granted by the Consultant pursuant to this Agreement and if the Consultant receives any commission or other payment from any vendor or supplier on account of or with respect to any work, services, or rights rendered or provided by such vendor or other supplier for, or granted to, the Company, such commission or other payment shall be deemed the property of the Company, and the Consultant shall immediately remit same to the Company. The Consultant shall observe all of the Company's rules and regulations governing conflicts of interest.

4. Expenses and Benefits.

(a) Expenses. The Company shall reimburse the Consultant in accordance with and subject to the Company's policies and procedures for reasonable, ordinary and necessary out of pocket expenses of a business character (not to exceed \$500 per month) incurred by the Consultant in connection with the performance of the Consultant's duties hereunder on the presentation of itemized statements of such expenses provided that such expenses are approved in advance by the officer of the Company designated therefor. The scope of this Agreement does not include a travel budget for the cost of attending the London Book Fair or the Bologna Book Fair or attending theater scouting (the "Additional Expenses"). If Consultant is asked in advance by the Company to incur the Additional Expenses, Consultant will be reimbursed for the Additional Expenses in accordance with the Company's policies and procedures. Said expenses shall be reimbursed to Consultant within 20 days of Consultant's submission to the Company.

(b) Fringe Benefits. As an independent contractor and not an employee, the Consultant acknowledges that he or she is not entitled to health, disability, welfare, pension, annuity, vacation, holidays or any other fringe benefits based on or resulting from the performance of duties hereunder or the compensation paid by the Company to the Consultant therefor.

(c) Electronic Mail Address. Company shall provide Consultant with a Company email address for Consultant's services for Company only and Consultant shall abide by all Company email use policies and procedures.

5. Termination.

(a) This Agreement shall automatically terminate upon the Consultant's death and in such event the Company shall only be obligated to pay to the Consultant's estate an amount equal to the sum of unpaid, but reimbursable expenses and fees otherwise payable to the Consultant through such termination date.

(b) This Agreement shall automatically expire and terminate on the last day of the Consultation Period unless sooner terminated pursuant to the provisions of this Section 5.

(c) The Company shall have the right and option, exercisable upon sixty days prior written notice to the Consultant, to terminate this Agreement at any time in the event that, in the reasonable discretion of the Company, the Services provided by the Consultant hereunder are no longer required.

(d) The Company shall have the right and option, exercisable by giving written notice to the Consultant, to terminate this Agreement at any time after the occurrence of any of the following events or contingencies (any such termination being deemed to be a termination "for cause"):

(i) The Consultant materially breaches, repudiates, or otherwise fails to comply with or perform any of the terms of this Agreement;

(ii) The commission by the Consultant of a felony (whether or not prosecuted) or the pleading by the Consultant of no contest (or similar plea) to any felony (other than a crime for which vicarious liability is imposed upon the Consultant solely by reason of the Consultant's retention as a consultant with the Company, and not by reason of the Consultant's conduct);

(iii) Any act or omission by the Consultant constituting fraud, gross negligence or willful misconduct in connection with the Services rendered hereunder; or

(iv) Any other act, omission, event or condition constituting cause for termination of this Agreement under applicable law.

(e) The Company shall have no obligation to renew or extend the term of this Agreement. Neither (i) the expiration of the term, (ii) the failure or refusal of the Company to renew or extend the term of this Agreement nor (iii) the termination of this Agreement by the Company pursuant to any provision of this Section 5, shall be deemed to constitute a termination of this Agreement by the Company "without cause" for the purpose of triggering any rights of or causes of action by the Consultant.

(f) If this Agreement is terminated or expires pursuant to any provision of this Section 5, or is terminated by the Consultant, all of the Consultant's rights and entitlements pursuant to this Agreement shall forthwith cease and terminate, and the Company shall have no liability or obligation whatsoever to the Consultant, except that the Company shall be obligated to pay to the Consultant not later than the effective date of such termination the unpaid prorated portion of the fees, if any, and any unpaid, but reimbursable expenses which shall have accrued as of the effective date of such termination.

(g) Upon termination or expiration of this Agreement, the Consultant shall promptly return and deliver to the Company, all assets, personal property (including, without limitation, all keys, credit cards, office equipment, furniture and the like), files and documents owned by and belonging to the Company, wherever located, that the Consultant may have in his or her possession or control, including without limitation any materials incorporating any Confidential Information (as defined in Section 9 below), without retaining any copies thereof. The Consultant shall also promptly return to the Company any written communications, documents or other property of any kind which are, were or may in the future be received by the Consultant following the termination or expiration of this Agreement and which are or were sent to the Consultant in his or her capacity as a consultant to (or temporary employee of) the Company or any of its affiliates. The Consultant acknowledges that neither the termination or expiration of this Agreement nor the termination of the Consultant's relationship with the Company hereunder shall in any manner operate to terminate, limit or otherwise affect the Company's ownership of any of the rights, properties or privileges granted to the Company hereunder.

6. No Agent. Nothing contained in this Agreement shall constitute making or appointing the Consultant the agent of the Company. The Consultant shall not (i) hold himself or herself out contrary to the terms of this Agreement, (ii) enter into any agreement on behalf of the Company or bind the Company in any way or (iii) make any representation, act or commission contrary to the terms hereof.

7. No Assignment. This Agreement is personal to the Consultant and the Consultant may not assign his or her rights or delegate any of the Consultant's duties or obligations hereunder.

8. Ownership of Proceeds of Engagement. The Company shall own and the Consultant hereby assigns to the Company all rights and interests of every nature, kind and character in and to the results and proceeds of the Consultant's Services hereunder. All plans, materials, works, writings and output which are created, or prepared by the Consultant in connection with the Services hereunder shall automatically become the Company's property, free of any rights or claims thereto by the Consultant or any other person. The Consultant further acknowledges that all results and proceeds of the Services shall be deemed to be works-made-for-hire for the Company within the meaning of the copyright laws of the United States, and the Company shall be deemed to be the sole author thereof in all territories and for all purposes. The Consultant shall cooperate fully with the Company (at the Company's cost and expense) in securing the Company's right to the foregoing including executing any necessary copyright and trademark applications and assignments thereof.

9. Confidentiality. All information, documents, notes, memoranda and intellectual property of any kind received, compiled, produced or otherwise made available to the Consultant during the term of this Agreement or in connection with the Services which relate in any way to the business, operations or interests of the Company or of any of its affiliates, and any information, documents, notes, memoranda and intellectual property developed by, or disclosed to, the Consultant in his or her capacity as a consultant of the Company which is confidential to the Company or any of its past or present affiliates of any third party (including customers and clients of the Company or any of its affiliates) and which has not been confirmed to the public by the Company ("Confidential Information") shall be and remain the sole and exclusive property of the Company and shall in perpetuity (both during and after the term of this Agreement) be maintained in the utmost confidence by the Consultant and held by the Consultant in trust for the benefit of the Company. Neither the Consultant nor any other person or entity acting on the Consultant's behalf shall, during the term of this Agreement or at any time thereafter, directly or indirectly release or disclose to any other person any Confidential Information for the Consultant's own benefit or for the benefit of others, except with the express prior written consent of the Company and in furtherance of the Company's business, or as required by law.

10. No Obligation To Use Services. The Company shall have no obligation to use the Consultant's Services or the results and proceeds of such Services. The Company's sole obligation shall be to pay the Consultant the fees specified in Section 2 as therein provided.

11. Warranties.

(a) Mutual. The Consultant and the Company each warrant and represent to the other that each has the right to enter into and fully perform this Agreement in accordance with its terms.

(b) Consultant. The Consultant warrants and represents to the Company that any Services rendered by the Consultant for the Company do not violate or infringe any contract, trademark, copyright, personal or property right of any third person and the Consultant shall indemnify, defend and hold the Company harmless from any breach or alleged breach of this warranty and representation.

12. Notices. All notices, requests, demands and other communications provided for by this Agreement shall be in writing, effective on receipt, and personally delivered or mailed (by registered or certified mail) or sent by telecopy (receipt confirmed) to the address of the party as provided below.

(a) to the Company, to it at:

Thalberg Building
10202 W. Washington Blvd.
Culver City, California 90232
Attention: General Counsel
Telecopy: (310) 244-0510

(b) To the Consultant, at:

82 Putnam Park
Greenwich, Connecticut 06830

13. Governmental Compliance. The Company's obligations under this Agreement are subject to and conditioned upon the Consultant completing to the Company's satisfaction and delivering to the Company the INS Form I-9 (Employment Eligibility Verification Form) together with the original documents establishing the Consultant's eligibility to work in the United States of America.

14. Service as Expert Witness. The Consultant acknowledges that during the term of this Agreement, the Consultant may have access to confidential and proprietary information concerning the Company. The Consultant agrees that the Consultant shall not at any time during or after the term of this Agreement serve as an "expert witness" or in any similar capacity in any litigation or other proceeding to which the Company or any of its affiliates is a party without the prior written consent of the Company or such affiliate, as the case may be.

15. Complete Agreement; Modification. This Agreement contains a complete statement of all of the arrangements between the parties with respect to the subject matter hereof; all existing agreements between the Company and the Consultant are superseded hereby and merged herein, and cannot be changed or modified except by an instrument in writing signed by the party to be charged.

16. Headings. The headings in this Agreement are for convenience of reference only and shall not affect its interpretation.

17. Governing Law; Arbitration.

(a) The substantive laws (as distinguished from the choice of law rules) of the State of California shall govern (i) the validity, enforcement and interpretation of this Agreement, (ii) the performance by the parties of their respective duties and obligations under this Agreement and (iii) all other causes of action (whether sounding in contract or in tort) arising out of or relating in any fashion to this Agreement.

(b) Any controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, including, for example, any alleged violation of statute, common law or public policy, shall be submitted to final and binding arbitration, to be held in Los Angeles County, California, before a single arbitrator, in accordance with the then-current JAMS Arbitration Rules and Procedures for Employment Disputes, as modified by the terms and conditions contained in this paragraph. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The Company

will pay the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). If, however, any party prevails on a statutory claim, which affords the prevailing party attorneys' fees and costs, then the arbitrator may award reasonable fees and costs to the prevailing party. Any dispute as to who is a prevailing party and/or the reasonableness of any fee or cost shall be resolved by the arbitrator. Nothing in this paragraph shall affect either party's ability to seek from a court injunctive or equitable relief at any time.

(c) Except as may be necessary to enter judgment upon the award or to the extent required by applicable law, all claims, defenses and proceedings (including, without limiting the generality of the foregoing, the existence of a controversy and the fact that there is an arbitration proceeding) shall be treated in a confidential manner by the arbitrator and all those involved in the proceeding. Any controversy relating to the arbitration presented to a court shall be filed under seal to the extent permitted by law.

18. Severability. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced, the remainder of such provision and of this Agreement shall continue in full force and effect. In the event that any court or tribunal shall at any time hereafter hold any covenants or restrictions contained in this Agreement unenforceable or unreasonable as to scope, territory or period of time specified therein, such court shall have the power, and is specifically requested by the parties hereto, to declare or determine the scope, territory, or period of time that it deems to be reasonable or enforceable and to enforce the provisions to such extent.

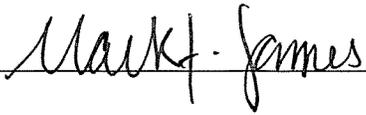
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COLUMBIA PICTURES INDUSTRIES, INC.

By:  _____

Its: _____

JAMES LITERARY CONSULTING LLC
Consultant

By:  _____