"SHERLOCK HOLMES"

COVENANT NOT TO SUE
AND RELEASE OF ALL CLAIMS

This Covenant Not to Sue and Release of All Claims ("Agreement") is made and entered into as of the 11th day of October 2007, by and between Warner Bros. Pictures, a division of WE Studio Enterprises Inc., ("Warner"), whose address is 4000 Warner Boulevard, Burbank, California 91522, Attention: Legal Department, and the Estate of Dame Jean Conan Doyle ("Conan Doyle Estate"), whose address is c/o Hazelbaker & Leilienberg, Inc., 211 East Delaware Place, Suite 605, Chicago, Illinois 60611, Attention: Jon Leilienberg, with respect to the following facts:

A. Warner wishes to produce, exhibit, and otherwise distribute an untitled theatrical-release motion picture including characters from the Sherlock Holmes stories and novels created by Sir Arthur Conan Doyle (hereinafter referred to as the "Picture").

B. The Conan Doyle Estate claims that it is the owner of the copyrights in and to the stories of Sir Arthur Conan Doyle which are still protected by copyright in the United States. Conan Doyle Estate also claims that it is the owner of the copyrights, trademark rights, and common law rights in and to the characters created by Sir Arthur Conan Doyle, including "Sherlock Holmes," "Dr. Watson," and others originally appearing in the Sherlock Holmes stories and novels including any rights of association or endorsement between such characters and Sir Arthur Conan Doyle. The foregoing rights and interests claimed by Conan Doyle Estate are sometimes referred to herein collectively as the "Rights".

C. Conan Doyle Estate contends, and Warner disputes, that the Picture will infringe upon the Rights claimed by Conan Doyle Estate and described in paragraph B above. The parties hereto desire to resolve their differences and therefore enter into this Agreement upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, the parties hereto agree as follows:

1. Consideration. Warner has stated its intention to produce, exhibit, and otherwise distribute the Picture in the United States as well as elsewhere throughout the world.

   (a) Conan Doyle Estate hereby grants to Warner an irrevocable option to license the Rights to produce and exploit theatrical motion pictures for an Initial option period ("Initial Period") commencing on the date hereof and continuing until 18 months after the date of receipt by Warner of this Agreement signed by Conan Doyle Estate ("Execution Date") as indicated below. The Initial Period may be extended by Warner for an additional period of 18 months ("Extension Period") by the payment to Conan Doyle Estate of the sum provided in (b)(i) below at any time prior to expiration of the Initial Period. The Initial Period and the Extension Period are hereafter referred to collectively as the "Option Period".

   (b) Option Payments: Warner shall pay to Conan Doyle Estate the following sums in consideration of the option herein granted:
To the Register of Copyrights:
Please record the accompanying original document or copy thereof.

NAME OF THE PARTY OR PARTIES TO THE DOCUMENT, AS THEY APPEAR IN THE DOCUMENT.

<table>
<thead>
<tr>
<th>Party 1:</th>
<th>The Estate of Dame Jean Conan Doyle</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>c/o Hazel Bazer &amp; Lellenberg, Inc.</td>
</tr>
<tr>
<td></td>
<td>211 East Delaware Place, Suite 605</td>
</tr>
<tr>
<td></td>
<td>Chicago, Illinois 60611</td>
</tr>
<tr>
<td>Party 2:</td>
<td>Warner Bros. Pictures, a division of WB</td>
</tr>
<tr>
<td></td>
<td>Studio Enterprises Inc.</td>
</tr>
<tr>
<td></td>
<td>4000 Warner Boulevard</td>
</tr>
<tr>
<td></td>
<td>Burbank, California 91522</td>
</tr>
</tbody>
</table>

DESCRIPTION OF THE DOCUMENT:
- [ ] Transfer of Copyright
- [ ] Security Interest
- [ ] Change of Name of Owner
- [ ] Termination of Transfer(s) (Section 304)
- [ ] Shareware
- [ ] Life, Identity, Death Statement (Section 302)
- [ ] Other:

Covenant Not To Sue & Release of All Claims

TITLE(S) OF WORK(S), REGISTRATION NUMBER(S), AUTHOR(S), AND OTHER INFORMATION TO IDENTIFY WORK.

<table>
<thead>
<tr>
<th>Title</th>
<th>SHERLOCK HOLMES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration Number</td>
<td></td>
</tr>
<tr>
<td>Author</td>
<td>DR. WATSON</td>
</tr>
</tbody>
</table>

Number of titles in Document: 2

Amount of fee enclosed or authorized to be charged to a Deposit Account: $120

Date of execution and/or effective date of accompanying document as of October 11, 2007

AFFIRMATION:* I hereby affirm to the Copyright Office that the information given on this form is true and correct representation of the accompanying document. This affirmation will not suffice as a certification of a photocopy signature on the document.

Signature: Cindy O’Neil
Date: 12/12/2008

CERTIFICATION:* Complete this certification if a photocopy of the original signed document is submitted in lieu of the original document bearing the actual signature.

I certify under penalty of perjury under the laws of the United States of America that the accompanying document is a true copy of the original document.

Cindy O’Neil - Director, Copyright Dept., Warner Bros. Entertainment Inc.
Date: 12/12/2008