

From: Rebel Wilson [REDACTED]
Subject: Re: The Deb - Deal Summary
Date: September 6, 2023 at 5:08 am
To: Charles Collier [REDACTED]
Cc: Angharad Wood [REDACTED]



Hi Charles,

This is A LOT but looking positive.

The big thing that concerns me is that historically I've owned the stage rights as Camp Sugar - so changes to this shouldn't have crept in to the deal - can you please make sure this doesn't happen and that Camp Sugar continues to hold all stage rights.

Please also chase drafts - I am literally working night and day on this project to make it a success.

A guy called Jeremy sent over a label deal for Rebellionaire - I have forwarded it to music lawyer Lisa - it looks very complicated.

I have been doing ALL writing on the film drafts (apart from the initial first draft that Hannah Reilly did - which was transcribing the stage show into film format, I've literally done EVERYTHING since), so wanna make sure I get a co-screenplay credit and that there's a deal reflecting this. The credit should be "screenplay by Hannah Reilly and Rebel Wilson." (The composer Meg was never given screenplay by credit, so it's just the two of us)

Re development costs - I've given them all my receipts - it comes to about \$300k AUD only. But yeah already given them all receipts.

Re fees - when you say "on financial close" when is that??

And I agree with all your notes in GREEN below.

Please harass Vince to get these documents because I am working my ass off down here! And wanna feel secure re contracts,

Thanks Charles,

Rebel x
Sent from my iPhone

On Sep 3, 2023, at 10:09 AM, Charles Collier [REDACTED] wrote:

Hi Rebel,

I hope you're having a very good weekend.

Here's an update on your contracts for The Deb. For ease, I've put the summary in one email for your reference.

The aim of this email is so you can see a complete overview of the deals as they currently stand. That enables you to then hit me with any questions you have or any detail that you are concerned about. I'm happy that it covers everything and that it reflects the original heads of terms we agreed. So, it's a good summary to say: we are in great shape. That said, anything you have questions about, or any detail that you think is lacking, please don't hesitate to shout! I have a call with Vince on Monday to go over all of this and I will chase for all the drafts that I don't yet have.

A quick word on legal process. Whilst I find this shareholder deed easy to understand, I am not qualified in Australian law and we may want to ask Kevin to have an Aus lawyer do a double check once we've got the agreements almost ready for signature. Makes sense to have a second opinion when we're ready and once we've done the heavy lifting. We do have 25K in the budget to help pay your legal costs. And the same thing goes for the Album Agreement with Warner Bros, because I'm a film, TV and theatre person, and so I would defo want a specialist music lawyer to go over that contract for us when the time comes.

Summary: Your Current Contracts

- The Co-Production Deal Memo – this is the co-production agreement as we negotiated it last year, this is signed and closed.
- The Shareholders Deed - this sets up the Australian SDM to make the film. Draft

- The Shareholders Deed – this sets up the Australian SPV to make the film. Draft copy attached.
- The Actor's Agreement – not yet in draft form. You will be paid \$500K from the budget and you receive no other bonuses and/or backend of any kind since this deal is that you are 50% of all profit in accordance with the Co-Pro Deal.
- The Directors Agreement – Draft copy attached. You will be paid \$500K from the budget. You will have approvals which track the creative approvals in the Co-Pro Agreement. All No Quote and non-precedential. No backend or bonuses, as above.
- The Writer's Agreement – not yet in draft form. It is our position that you get paid only \$1 for your work but on condition that your agreement to rates as director and actor is conditional upon you getting a full screenwriter credit.
- Producer's Agreement – not yet in draft form. May not be needed, since all of your producer positions are set out within the Co-Pro deal. Fundamentally, you have blanket approvals across the entire process, 50% of the ownership, 50% of the backend (after financing fees and premium paid to AI).
- SoundTrack Album Agreement with Warner Music – we don't yet have a draft of this.

All contracts are being drafted to be with your Australian loan out company Camp Sugar for this. you will take independent tax advice from your Australian tax advisors in respect of this.

Summary: Your Fees

- On financial close, you are entitled to be paid up to USD\$400K of historical costs. That's the cap. You need to provide some receipts to get to the correct total. Don't be shy of getting everything in that you can and getting as near to that cap as possible (!), because this is in the context that (on top of their premiums) AI will also be taking a full \$300K plus they get their \$75K in legal fees
 - On financial close, you are entitled to be paid \$25K for legal costs
 - On financial close, you are entitled to be paid \$500K qua director
 - On financial close, you are entitled to be paid \$500K qua actor
 - On financial close, you are entitled to be paid a producer fee of 3% (MFN with AI team) of the final budget. Let's say the budget is 18M Aus. So that would be 540K, which would be about USD\$350K
- Total: \$1.775M USD

The Waterfall

Quick reminder of the waterfall, which is 7 steps to the point where you split all profits 50/50 between Camp Sugar and AI ...

1. to collection agent in payment of collection agent fees and expenses; and thereafter
2. to Company for payment of any residuals the Company is obligated to pay and cannot, otherwise, be budgeted; and thereafter
3. to sales agent in payment of sales agent commission and sales agent expenses; and thereafter
4. to AI Film in payment of the Senior Debt plus interest on Senior Debt at the rate set forth above (to the extent not repaid directly from any Incentives) and any further costs of AI Film that have been agreed between Camp Sugar and AI Film (reminder: the Senior Debt is A1 cashflowing to the tune of 90% against any presales and the soft money from Australia); and thereafter
5. to AI Film to pay the AI Equity (reminder: the Equity is every penny of the balance of the budget after the Senior Debt); and thereafter

6. to AI Film in payment of interest of 15% per annum on the AI Equity (thereafter Breakeven*); thereafter
7. the balance and ongoing profit share: 50% to AI Film and 50% to Camp Sugar after deduction of any third parties off the top (i.e., both creative and finance third parties come off the top). For the avoidance of doubt: (i) creative/talent participations shall be capped at 20% (this includes the Australian local producer; and (ii) Wilson is not considered a third party (i.e., the Camp Sugar share includes any participation payable to Wilson).

* No pre-Breakeven talent participations to be granted without mutual approval of the Shareholders.

Writer's Agreement

You agreed that you would accept a fee of \$1 but on condition that you get a full writer credit shared with the existing writers. "Screenplay by X, Y and Rebel Wilson." The agreement will be non-Union as in Australia and AI not a signatory to the Aus writers union.

Dates

Your director's agreement makes you first call for the following dates: Initial pre-production 7 August 2023 to 25 August 2023. Pre-production: 28 August 2023 to 10 October 2023. Principal photography: 16 October 2023 to 8 December 2023. Post-production: 11 December 2023 to 01 April 2024 (excluding Christmas Hiatus from 25 December 2023 to 5 January 2024).

Perks Package

Not great! This is an indie film and it's agreed that we protect budget by not having huge perks. My understanding is that you are willing to agree the following package: (a) one set of first class return flights from LA to Sydney for you, your wife, your child (b) exclusive ground transport (c) a local hire assistant (d) hotel room which is first class and best available when outside Sydney MFN (e) per diem of \$70 MFN. All the other costs, including nanny and any other private assistants to be borne by Camp Sugar.

The Shareholder Deed

Summary: it's a fair and proper incorporation of the co-production agreement, moving rights to the SPV so that the SPV can make the film. The SPV is owned 50/50 by Camp Sugar and AI. You and Vince are the only two directors.

Creative Approvals

mutual approval over the following elements, or any replacement or change to the following elements, of the Film:

- (i) the Budget (including above the line costs which will include reasonable fees to compensate actors within the Film) provided that it will not exceed the Budget Cap;
- (ii) the shooting Screenplay for the Film;

- (iii) the director of the Film (Wilson is pre-approved as the director);
- (iv) the producers of the Film (Gregor Cameron and Amanda Ghost (via Unigram Media Ltd. (**Unigram**)) and Wilson are pre-approved as the producers of the Film);
- (v) identity of the local producer (Bunya Productions with Greer Simpkin and David Jowsey as individual representatives of Bunya Productions are pre-approved);
- (vi) the main cast of the Film (Wilson is pre-approved in the role of Janette);
- (vii) the heads of departments of the Film provided that the Shareholders will use best endeavours to procure that the HODs are Australian residents and further provided that in the event of a dispute AI Film has final say over the line producer, UPM and production accountant;
- (viii) production schedule for the Film;
- (ix) the collection agent for the Film (Freeway is pre-approved);
- (x) the writer credit to include a mutually agreed screenwriter credit for Wilson.

Final Cut Approval

The final cut of the Film will be subject to the mutual approval provided that in the event of disagreement, AI Film has the right to prepare its own cut of the Film (the **AI Cut**) which will be prepared by RW (implementing AI Film's instructions) provided that AI is entitled to engage a third party if RW refuses to follow AI Film's instructions. The Camp Sugar proposed cut will be the director's cut prepared and proposed by RW (**Camp Sugar Cut**). The Shareholders will submit the two competing cuts to a Bake Off. For the purposes of this clause, **Bake Off** means that the AI Cut and the Camp Sugar Cut will each be screened in front of the same independent test audience on the same day. The cut which achieves the higher score from the test audience shall be deemed the final cut as between the Shareholders.

Exploitation Approvals

You will mutually agree on any strategy to procure a worldwide distribution deal with a streaming platform and shall mutually agree on the terms of such deal provided that once pre-production of the Film has commenced, in the event of a disagreement, AI Film's decision will prevail subject to full and meaningful consultation with Camp Sugar. That last point about prevailing decision I will try to remove, but that will prove contentious. The

Rights

All rights in The Deb (including the Stage Play Rights) go to the SPV BUT this is subject to your Reserved Rights. You must mutually approve the production and exploitation of all Subsequent Productions provided that commencing 5 years after the first release of the Film, if AI Film refuses to finance a Subsequent Production that Camp Sugar wants to produce, Camp Sugar can proceed without AI Film. Camp Sugar is obligated to comply with any third party rights granted to any distributors or licensees of the Film in accordance with clause 7.2 below. The Company is entitled to grant to any distributors of the Film or the sales agent for the Film a first negotiation or last refusal or similar rights with respect to all Subsequent Productions subject only to Wilson's first right to write, produce and direct a subsequent production on customary terms and conditions (**Wilson First Opportunity**). Camp Sugar will not exploit the Reserved Rights outside of Australia until the date which is 12 months following first release of the Film subject to reasonable extension if required by distributors of the Film. Camp Sugar grants AI Film an option to invest in any production related to the Reserved Rights outside of Australia, on terms no less favourable to AI Film, than the terms offered to any other investor.

The Reserved Rights

Currently, these are your rights to perform the stage play. This definition needs work! We need to build this up to ensure it reflects are original agreement that you are free to exploit the stageplay rights and they stay with you and you alone as regards any live stage production of the material in any manner or adaptation whatsoever.

AI FILM FUNDING

AI are obligated to fully finance up to \$15M Australian. That's great of course. The Achilles Heel that I see on this deal is that AI would have no obligation to fund beyond that point – and we know the budget is already beyond the cap. So that would (legally, in theory) allow them to pull the rug. But (a) they would be mad to do so for lots of reasons and (b) it would wreck their relationships. So we have to take comfort from that and push forwards knowing that from the very start they have indeed shown utmost goodwill. We did try to get that cap removed when we negotiated the deal, but AI would not budge on this point (fair enough!) and I believe we were totally correct to agree it in the end to get this over the line. The only thing that crept in was this wording, which I will ask them to remove because we have not previously agreed this: **interest on its Senior Debt charged at BSBY (Bloomberg Short Term Bank Yield) plus a margin of 10% calculated daily and compounded monthly.**

CREDITS


- AI Film will receive a presentation credit and animated logo in the main front end titles worldwide and 2 Executive Producer credits to AI Film designees which shall be tied to the Producer's credits.

- Each of Camp Sugar and Unigram will receive their animated logos in the main titles and a single frame production company credit, with Camp Sugar in first position.
- Wilson will be provided the first position producer credit, which may be on a shared card or single card at her election.
- Gregor Cameron and Amanda Ghost will receive producer credit on a card shared only with each other.
- other producer credits shall be accorded to the Australian local producer and other persons as the Shareholders may agree.
- Megan Washington and Kevin Whyte shall be credited as executive producers of the Film on a shared card in the main titles.

That's the end of the summary as at today. I look forward to discussing with you.

Charles x

<THE DEB - Shareholders Deed v1(updated) - 01.07.23.docx>
<The Deb - Co Production Deal Memo 27 Feb 23 FE.pdf>
<THE DEB - Director Agreement (Wilson) CC comments 31.08.23.docx>

From: Charles Collier [redacted] 
Subject: RE: The Deb - RW Documents for Signature
Date: October 21, 2023 at 2:28 am
To: Angela Scurrah [redacted] Rebel Wilson [redacted]
Cc: The Deb (production legals; Simpsons Solicitors) [redacted] Gregor Cameron [redacted]
greer.simpkin [redacted] David Jowsey [redacted] Vince Holden [redacted]
[redacted] Bryce Menzies [redacted] Angharad Wood [redacted]



Dear Angela,

I've spoken with Rebel.

Rebel is happy to release her signature pages, but only once you have provided us with the approved budget, schedule, financiers cashflow and the signed producer agreements amended as per my email last night.

Very best,

Charles

From: Angela Scurrah [redacted]
Sent: Friday, October 20, 2023 12:07 PM
To: Charles Collier [redacted] Rebel Wilson [redacted]
Cc: The Deb (production legals; Simpsons Solicitors) [redacted]
Gregor Cameron [redacted] greer.simpkin [redacted] David Jowsey [redacted] Vince Holden [redacted]
Bryce Menzies [redacted] Angharad Wood [redacted]
Subject: Re: The Deb - RW Documents for Signature

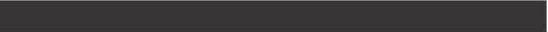
Charles,

I am following up, again, on the chain of title point. Please can the COT docs be finalised?

Best wishes,

Angela

Angela Scurrah | Consultant



Leading Firm - Legal 500 & Chambers & Partners (Global & Asia-Pacific)

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From: Angela Scurrah [redacted]
Sent: Friday, October 20, 2023 8:50:12 PM
To: Charles Collier [redacted] Rebel Wilson [redacted]
Cc: The Deb (production legals; Simpsons Solicitors) [redacted]
Gregor Cameron [redacted] [greer.simpkin](#) [redacted]
[redacted] David Jowsey [redacted]
[redacted] Vince Holden [redacted] Bryce Menzies [redacted]
[redacted] Angharad Wood [redacted]
Subject: RE: The Deb - RW Documents for Signature

[REDACTED]

Dear Charles,

Following up on the below point regarding the chain of title documents – can you agree signatures to those documents can be released?

I will have the draft producer agreements circulated shortly.

Best wishes,

Angela

Angela Scurrah | Consultant

[REDACTED]



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From: Angela Scurrah [REDACTED]
Sent: Friday, October 20, 2023 5:12 PM
To: Charles Collier [REDACTED] Rebel Wilson [REDACTED]
Cc: The Deb (production legals; Simpsons Solicitors) [REDACTED]
 Gregor Cameron [REDACTED] greer.simpkin [REDACTED] David Jowsey [REDACTED] Vince Holden [REDACTED]
 Bryce Menzies [REDACTED] Angharad Wood [REDACTED]
Subject: RE: The Deb - RW Documents for Signature

Dear Charles,

See my comments below in **Green**. I can confirm that production has received signatures to the Shareholder’s Agreement and Deed of Assignment. However, please could I ask that you confirm that the signatures to the Shareholders Deed, The Deed of Assignment, the Writer’s Agreement and the Lyricist Agreement (when the latter two are available) can be released now to finalise chain of title and enable the production company to pay the fees payable under the option agreement and writer’s agreement.

I am, of course, happy to get on a call to discuss any outstanding issues on the other documents in order to get them in a place to close out during the course of your day UK time (though hoping there’s nothing to discuss).

Best wishes,

Angela

Angela Scurrah | Consultant

[REDACTED]



From: Charles Collier [REDACTED]
Sent: Friday, October 20, 2023 11:07 AM
To: Angela Scurrah [REDACTED] Rebel Wilson [REDACTED]
Cc: The Deb (production legals; Simpsons Solicitors) [REDACTED]
Gregor Cameron [REDACTED] [greer.simpkin](mailto:greer.simpkin@simpsons.com.au) [REDACTED] David Jowsey [REDACTED] Vince Holden [REDACTED]
Bryce Menzies [REDACTED] Angharad Wood [REDACTED]
Subject: RE: The Deb - RW Documents for Signature

Dear Angela, Dear Rebel,

Thank you.

Rebel – could you please send Angela the details of Camp Sugar Aus bank account so that payments can be made direct to you in Aus, so as to assist with the QAPE process. Angela can then add in those details and send us execution copies of each of the documents for your signature.

AKS: Thanks. Rebel, please provide these and I will incorporate where applicable.

Having discussed with Rebel, subject only to any final comments from Bryce on points of Aus law, I can confirm that the following documents have been approved for signature by Rebel in current draft, as sent to me in Angela's emails today (at 09:17 and 12:32):

1. The Shareholders Deed (received signed)
2. The Deed of Assignment (received signed)
3. The Amendment to the Composer Agmt
4. The Writer Agreement
5. The Actor Agreement
6. The Director Agreement
7. The Director Inducement Letter
8. The Lyricist's Agreement

Thanks so much have received the Shareholder's Deed and Deed of Assignment. The following documents need to be signed by both Rebel and Sue:
Writer's Agreement (though for the purposes of closing out now Rebel's signature is fine and Sue's can follow later)
Lyricist Agreement (as above, if Rebel's signature is fine and Sue's can follow)
Director Agreement

The remaining documents just need to be signed by Rebel, alone:
Amendment to Composer Agreement
Actor Agreement
Director Inducement Letter

Once signed, these execution pages should then be held to Rebel's order and will be released to Angela for closing upon the following events: (a) approval of budget, cashflow and schedule by Rebel, with any further changes then to be subject to her written approval (could you email Rebel today with the current budget, financier cashflow and schedule (to include post schedule)?)

AKS: I understand Rebel has been through these today with the production team. As I have

AKS: Understand Rebel has seen through these today with the production team. As I have flagged previously I don't, otherwise, have site of these documents.

and (b) signature by AI, Unigram, AG and GC of their own agreements with the Production Company, including both the shareholder deed, the collection agreement and the Producer Agreements for Unigram, AG and GC in the form approved by AI and Camp Sugar. I think the only thing which could hold us up here is the Collection Agreement as we haven't had a draft yet – any chance this can circulate today with a view to have signature tomorrow?

AKS: as above, please confirm release of the COT docs so that production can facilitate payment of fees under the writer and option agreements. Collection Agreement will follow. Producer Agreement for AG and GC will follow later with a comparite against CS doc (noting the point below).

The form of the Producer Agreement needs only a couple of quick tweaks. Headline comments as follows (1) the assignment of rights by producers for AI, including Unigram, AG and GC should be a 100% assignment of all rights to the Production Company to the extent, if any, that they own rights. However, the clause for Camp Sugar should be revised to exclude the Reserved Rights, as defined within the Shareholders Deed / Deed of Assignment

AKS: happy to reference reserved rights and the lyrics covered by the lyricist agreement. I am fine to include full assignment of rights for GC but had always intended to exclude AG's music producing services and lyrics in the same way.

(2) the producer agreement should also include a behaviour clause to follow the cast and crew agreements on the Film to reflect the commitment to best practice, which should read as follows: "If Producer should prior to or during the term of the Agreement or thereafter fail, refuse or neglect to govern Producer's conduct or commit any act where such act or failure to act would (a) be considered by a reasonable person to be unethical, (b) cause a reasonable person to believe such act or failure to act brings (or if publicly known would bring) Producer or Company into broad public disrepute, or (c) cause a reasonable person to believe that a substantial portion of the community would reflect unfavorably on Producer or Company or exhibitor, then, in addition to and without prejudice to any other remedy of any kind or nature set forth in the Agreement, Company may suspend Producer's services hereunder or terminate the Agreement at any time after the occurrence of any such event, and further, Company or exhibitor may delete any credit theretofore accorded Producer in connection with the Film and may thereafter disregard any credit obligations of this Agreement."

AKS: I don't think it's appropriate to have this in a producer agreement. It is in cast agreements in anticipation of a deal with a larger distributor. If you have a concern with the language as it appears in the cast agreement we can discuss it to find an alternative to close this out.

Very best,

Charles

From: Angela Scurrah [REDACTED]
Sent: Thursday, October 19, 2023 12:32 PM
To: Charles Collier [REDACTED] Rebel Wilson [REDACTED]
Cc: The Deb (production legals; Simpsons Solicitors) [REDACTED]
Gregor Cameron [REDACTED] [greer.simpkin](mailto:greer.simpkin@rebel.com) [REDACTED] David
Jowsey [REDACTED] Vince Holden [REDACTED]

Subject: The Deb - RVV Documents for Signature

Dear Charles and Rebel,

Please see attached the following documents:

1. **Writer's Agreement:** both clean and marked against the last draft. As per the correspondence on this point, I have limited the assignment to all rights excluding the contributions to lyrics and have covered these under the separate lyricists agreement. I have attached a PDF execution version on the assumption this is approved.
2. **Lyricist Agreement:** this covers the grant of the rights in the lyrics for the specific purpose of the film and soundtrack album. I have attached a clean word version only. Please advise if there are any comments on this document – the top and tail are the same as the writer's agreement so it is really only clauses 1 and 4 that differ.
3. **Director Agreement:** I have added some language at clause 8.2 which reflects the language in the Producer Agreement relating to any fees payable to Rebel after 1 April 2024 – again, this is to ensure that the fees remain QAPE-able and connected to Rebel's services that have been provided in Australia. I have attached an execution version but I do need to include Camp Sugar's bank account details at clause 8.3. If acceptable to you I will slip page this into the fully executed form but please do provide these for inclusion and payment obviously. I have also attached a PDF execution version in the hope that this is agreed.
4. **Director's Inducement Letter:** I have attached a PDF execution version for signature – this document remains unchanged.
5. **Actor Agreement:** Please can you provide the company's TFN? I assume Rebel is not a member of MEAA? Please note, I have increased the fee under this agreement to \$654k but kept the fee payable under the Producer's Agreement to \$500k on the basis of tax advice though I am confirming this works for the budget (in terms of overages / daily rate etc.) so haven't yet attached an execution version of this document.
6. **Producer Agreement:** see attached clean against the form circulated last night. I haven't yet duplicated for Unigram (I will do that once I get confirmation of approval and will then provide a redline against the agreed form). In the hope that this might be agreed I have also attached a PDF execution version.

As I said previously, I am waiting for final versions of the Share Mortgage from the Bank's counsel and will forward to you as soon as I receive them.

Best wishes,


Angela

Angela Scurrah | Consultant


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From: Charles Collier [REDACTED] 
Subject: RE: The Deb - Producer Agreements
Date: October 21, 2023 at 4:18 am
To: Angela Scurrah [REDACTED]
Cc: Rebel Wilson [REDACTED]

CC

Hi Angela,

Chain of Title documents are fine, but they must remain held to Rebel's order until we have the budget and cashflow approved by Rebel in writing (I still haven't been sent either) and until we have the producer documents signed in approved form by both Amanda and Gregor. The producer agreements must of course include the behaviour clause. Please can you make sure this is inserted, per the wording set out in my email of last night. And for chain of title we need confirmation from Amanda in her Producer agreement that her contribution to the composition of the songs can be used in the final Film without further fees being paid. Other than that, we're fine with the current drafting of the producer agreements (including the fees, which are all agreed and accepted). These are the only things preventing Rebel from releasing all signature pages to you to perfect chain of title.

Very best,

Charles

From: Angela Scurrah [REDACTED]
Sent: Friday, October 20, 2023 11:33 AM
To: Charles Collier [REDACTED]
Cc: The Deb (production legals; Simpsons Solicitors) [REDACTED]
Vince Holden [REDACTED] Gregor Cameron [REDACTED] Amanda
Ghost [REDACTED] greer.simpkin [REDACTED] David Jowsey
[REDACTED] Rebel Wilson [REDACTED]
Bryce Menzies [REDACTED]
Subject: The Deb - Producer Agreements

Dear Gregor,

Please see attached the following:

1. Producer Agreement for RW both clean and marked against last draft I circulated to you showing amendments made. Note, I have increased the fee under this agreement to \$654k (rather than having this amount in the cast agreement) because this reflects the budget approved by Rebel today.
2. RW Producer Agreement marked against AG Producer Agreement
3. RW Producer Agreement marked against GC Producer Agreement

I have also attached the revised Cast Agreement to show a fee of \$500k (rather than the \$654k) so as to reflect the budget approved by Rebel today – apologies for any confusion on this point.

I am sending the attached to Unigram simultaneously so they are likely to have some comments on the Producer Agreements.

Please can you come back on the Chain of Title points?

Best wishes,

Angela

Angela Scurrah | Consultant



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From: Charles Collier [REDACTED]
Subject: RE: Twigs
Date: October 22, 2023 at 2:17 am
To: Rebel Wilson [REDACTED] Angharad Wood [REDACTED]



Fabulous!!

Keep shooting, keep shooting.

And the drama will pass hopefully, with Amanda out of the picture and Gregor not really with any creative role whilst it shoots. And if Amanda ever steps out of line again, then we come down on her with everything we've got.

For the time being, let's keep refusing to release signed documents unless and until Amanda signs up to the producer contract (as you will) with the following clause in there ofr ethic reasons:

"If Producer should prior to or during the term of the Agreement or thereafter fail, refuse or neglect to govern Producer's conduct or commit any act where such act or failure to act would (a) be considered by a reasonable person to be unethical, (b) cause a reasonable person to believe such act or failure to act brings (or if publicly known would bring) Producer or Company into broad public disrepute, or (c) cause a reasonable person to believe that a substantial portion of the community would reflect unfavorably on Producer or Company or exhibitor, then, in addition to and without prejudice to any other remedy of any kind or nature set forth in the Agreement, Company may suspend Producer's services hereunder or terminate the Agreement at any time after the occurrence of any such event, and further, Company or exhibitor may delete any credit theretofore accorded Producer in connection with the Film and may thereafter disregard any credit obligations of this Agreement."

xxx

-----Original Message-----

From: Rebel Wilson [REDACTED]
Sent: Saturday, October 21, 2023 1:05 PM
To: Angharad Wood [REDACTED]; Charles Collier [REDACTED]
Subject: Twigs

So word's gotten around that I've had the issue with Amanda and a mutual friend forwarded me Twigs' number. I called her tonight and just FYI, only one month ago Twigs went to see Len to complain to him about Amanda's "bullying and aggressive behavior." She said Len was very sympathetic. Apparently there was also a time where Gregor tried to get her to sign a document under duress.

So just FYI, Len must be aware of Amanda's behaviour as Ramona's call would've been the 2nd thing this month that was brought to his attention.

Just finished my first 6-day week, am exhausted, but the movie is going sensationally well (despite all the drama)!!

R x

Sent from my iPhone



From: Gregor Cameron [redacted]
Subject: Re: The Deb - RW Documents for Signature
Date: October 23, 2023 at 7:39 am
To: Rebel Wilson [redacted] Charles Collier [redacted]
Cc: Angela Scurrah [redacted] The Deb (production legals; Simpsons Solicitors) [redacted]
 greer.simpkin [redacted] David Jowsey [redacted] Vince Holden [redacted]
 [redacted] Bryce Menzies [redacted] Angharad Wood [redacted]

Hey Rebel,

Thanks for your note on the budget and schedule, I think there have been minor variations to the cashflow as a knock on effect to the budget changes so that version has only just become available.

Noted on the \$100k payments/adjustments. There should be little to no variations between schedules now that we have updated the budget, does this cover payments from contingency too?

On post; cost effective will no doubt be important, all the post is budgeted in Australia, but given the importance of the sound mix it may be helpful to find the best mixer for this kind of film too. I am not sure what you mean by touch ups as Jane's process would be in the offline edit. The dub and layback are part of the final post where we create the deliverables.

There has been some discussion about where we do the orchestration as the MU deals vary around the world, and Europe/UK are possibly the most favourable, but all that depends on what we need.

BW
 Gregor

From: Rebel Wilson [redacted]
Date: Sunday, 22 October 2023 at 23:19
To: Charles Collier [redacted]
Cc: Angela Scurrah [redacted] The Deb (production legals; Simpsons Solicitors) [redacted] Gregor Cameron [redacted]
 [redacted]
 <greer.simpkin@[redacted]> David Jowsey [redacted]
 [redacted] Vince Holden [redacted], Bryce Menzies [redacted] Angharad Wood [redacted]
Subject: Re: The Deb - RW Documents for Signature

Hi team,

Just confirming I received a hard copy of current budget, cash flow and schedule from Greer on Friday, so no issue relating to issuance of those documents. I would just ask that if there are any substantial changes to the budget, meaning \$100k or more payments/adjustments, that I am made aware of it but I have full faith that Bunya are handling all the production elements amazingly and being very efficient with spending.

Re POST - I do have a question relating to POST SOUND. There had been talks of doing this in London but obviously it is cheaper to either do this in Australia for rebates OR to do it in Australia and then a few touch up weeks in LA (where both editor Jane and I have residences). Considering we have gone over our initial music budget with extra pre-records, I'm guessing the best thing is to do this as cost effectively as possible?

Rebel x

Sent from my iPhone

On Oct 20, 2023, at 11:07 AM, Charles Collier [REDACTED] wrote:

Dear Angela, Dear Rebel,

Thank you.

Rebel – could you please send Angela the details of Camp Sugar Aus bank account so that payments can be made direct to you in Aus, so as to assist with the QAPE process. Angela can then add in those details and send us execution copies of each of the documents for your signature.

Having discussed with Rebel, subject only to any final comments from Bryce on points of Aus law, I can confirm that the following documents have been approved for signature by Rebel in current draft, as sent to me in Angela's emails today (at 09:17 and 12:32):

1. The Shareholders Deed
2. The Deed of Assignment
3. The Amendment to the Composer Agmt
4. The Writer Agreement
5. The Actor Agreement
6. The Director Agreement
7. The Director Inducement Letter
8. The Lyricist's Agreement

Once signed, these execution pages should then be held to Rebel's order and will be released to Angela for closing upon the following events: (a) approval of budget, cashflow and schedule by Rebel, with any further changes then to be subject to her written approval (could you email Rebel today with the current budget, financier cashflow and schedule (to include post schedule?)) and (b) signature by AI, Unigram, AG and GC of their own agreements with the Production Company, including both the shareholder deed, the collection agreement and the Producer Agreements for Unigram, AG and GC in the form approved by AI and Camp Sugar. I think the only thing which could hold us up here is the Collection Agreement as we haven't had a draft yet – any chance this can circulate today with a view to have signature tomorrow?

The form of the Producer Agreement needs only a couple of quick tweaks. Headline comments as follows (1) the assignment of rights by producers for AI, including Unigram, AG and GC should be a 100% assignment of all rights to the Production Company to the extent, if any, that they own rights. However, the clause for Camp Sugar should be revised to exclude the Reserved Rights, as defined within the Shareholders Deed / Deed of Assignment (2) the producer agreement should also include a behaviour clause to follow the cast and crew agreements on the Film to reflect the commitment to best practice, which should read as follows: "If Producer should prior to or during the term of the Agreement or thereafter fail, refuse or neglect to govern Producer's conduct or commit any act where such act or failure to act would (a) be considered by a reasonable person to be unethical, (b) cause a reasonable person to believe such act or failure to act brings (or if publicly known would bring) Producer or Company into broad public disrepute, or (c) cause a reasonable person to believe that a substantial portion of the community would reflect unfavorably on Producer or Company or exhibitor, then, in addition to and without prejudice to any other remedy of any kind or nature set forth in the Agreement, Company may suspend Producer's services hereunder or terminate the Agreement at any time after the occurrence of any such event, and further, Company or exhibitor may delete any credit theretofore accorded Producer in connection with the Film and may thereafter disregard any credit obligations of this Agreement."

Very best,

Charles

From: Angela Scurrah [REDACTED]
Sent: Thursday, October 19, 2023 12:32 PM
To: Charles Collier [REDACTED] Rebel Wilson
[REDACTED]
Cc: The Deb (production legals; Simpsons Solicitors)
[REDACTED] Gregor Cameron [REDACTED]
greer.simpkin [REDACTED] David Jowsey
[REDACTED] Vince Holden [REDACTED]
Subject: The Deb - RW Documents for Signature

Dear Charles and Rebel,

Please see attached the following documents:

1. **Writer's Agreement:** both clean and marked against the last draft. As per the correspondence on this point, I have limited the assignment to all rights excluding the contributions to lyrics and have covered these under the separate lyricists agreement. I have attached a PDF execution version on the assumption this is approved.
2. **Lyricist Agreement:** this covers the grant of the rights in the lyrics for the specific purpose of the film and soundtrack album. I have attached a clean word version only. Please advise if there are any comments on this document – the top and tail are the same as the writer's agreement so it is really only clauses 1 and 4 that differ.
3. **Director Agreement:** I have added some language at clause 8.2 which reflects the language in the Producer Agreement relating to any fees payable to Rebel after 1 April 2024 – again, this is to ensure that the fees remain QAPE-able and connected to Rebel's services that have been provided in Australia. I have attached an execution version but I do need to include Camp Sugar's bank account details at clause 8.3. If acceptable to you I will slip page this into the fully executed form but please do provide these for inclusion and payment obviously. I have also attached a PDF execution version in the hope that this is agreed.
4. **Director's Inducement Letter:** I have attached a PDF execution version for signature – this document remains unchanged.
5. **Actor Agreement:** Please can you provide the company's TFN? I assume Rebel is not a member of MEAA? Please note, I have increased the fee under this agreement to \$654k but kept the fee payable under the Producer's Agreement to \$500k on the basis of tax advice though I am confirming this works for the budget (in terms of overages / daily rate etc.) so haven't yet attached an execution version of this document.
6. **Producer Agreement:** see attached clean against the form circulated last night. I haven't yet duplicated for Unigram (I will do that once I get confirmation of approval and will then provide a redline against the agreed form). In the hope that this might be agreed I have also attached a PDF execution version.

As I said previously, I am waiting for final versions of the Share Mortgage from the Bank's counsel and will forward to you as soon as I receive them.

Best wishes,

Angela


Angela Scurrah | Consultant

[REDACTED]

...

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From: Amanda Ghost [REDACTED] 
Subject: Re: The Deb - Documents for Signature
Date: October 27, 2023 at 11:35 pm
To: Vince Holden [REDACTED]
Cc: Charles Collier [REDACTED] Angela Scurrah [REDACTED] Lee Elsdon [REDACTED]
Rebel Wilson [REDACTED] The Deb (production legals; Simpsons Solicitors) [REDACTED]
Gregor Cameron [REDACTED] greer.simpkin [REDACTED] David Jowsey [REDACTED]
[REDACTED] Angharad Wood [REDACTED] DANNY COHEN [REDACTED]



Hi all,

Thanks to everyone on this email for their concerted efforts to help get these agreements signed. As CEO of AI Film I am delighted with the progress being made in Australia and have very much enjoyed seeing all our hard work come together on the rushes being sent everyday. We are very proud to be the financier on this incredible project.

Circling back to the comment made by Charles Collier below about the behaviour clause I would like to add that everyone here at Unigram and AI Film, myself included, are committed to a zero tolerance of inappropriate behaviour and are more than willing to call out and investigate any claims or red flags that may arise during and beyond production of this film. We are passionate about promoting diversity and inclusion across the cast, crew and legal representation and having open and factual discussions to address concerns from anyone on the team.

I am looking forward to seeing you all soon when I return in November and am here to support in anyway I can as we continue filming,

Kind regards

Amanda Ghost

On 27 Oct 2023, at 12:39, Vince Holden [REDACTED] wrote:

Thanks for this Charles. Glad we have this batch of documents signed, now we can move ahead and get the bank and bond documents finalised and get the next element of funding lined up.

CC'ing Amanda

Vince

From: Charles Collier [REDACTED]
Sent: Thursday, October 26, 2023 11:13 PM
To: Angela Scurrah [REDACTED] Lee Elsdon [REDACTED]
[REDACTED] Rebel Wilson [REDACTED]
Cc: The Deb (production legals; Simpsons Solicitors) [REDACTED]
Gregor Cameron [REDACTED] greer.simpkin [REDACTED] David Jowsey [REDACTED] Vince Holden [REDACTED]
Angharad Wood [REDACTED]
Subject: RE: The Deb - Documents for Signature

Hi Angela,

Hope all very well with you this morning.

Rebel's team have read the remaining drafts for Rebel's signature, as sent to be me in the email of Lee Elson on 26 October.

Subject to concern below, confirming that Rebel has approved all these for signature.

We circle back to non-inclusion of the behaviour clause in the producer agreements. As per our previous emails and discussions, Rebel thinks it should be there. She's ready to sign the producer agreement herself with that clause included. Quite apart from this clause featuring

within most of the cast contracts, it's best practice to include it within the producer agreements. Not to include it feels wrong. All should embrace such clause to confirm shared commitment to zero tolerance of inappropriate behaviour. However, Rebel told that Gregor won't agree the clause and told that not closing could create problems with the bond and financing being withdrawn. Obviously, that would be a disaster for the film and for all livelihoods of cast and crew. For that reason, Rebel has no choice but to agree the producer agreement in current drafted form so the COT flows - so as to get things closed.

When signed by all parties, all the agreements signed by Rebel are now formally released from her order for the closing.

Thank you for all your work across the course of this project.

I understand that the filming is going very well indeed, and that the team in Australia is buzzing and doing great work. Can't wait to see the film and sending very best wishes to everyone on set in Australia for the very best of success.

Very best,

Charles

From: Angela Scurrah [REDACTED]
Sent: Thursday, October 26, 2023 9:05 AM
To: Lee Elsdon [REDACTED]; Charles Collier [REDACTED]
Cc: The Deb (production legals; Simpsons Solicitors) [REDACTED]; Gregor Cameron [REDACTED]; greer.simpkin@simpsons.com.au [REDACTED]; David Jowsey [REDACTED]; Vince Holden [REDACTED]
Subject: Re: The Deb - Documents for Signature

Hi Charles and all,

Just to avoid any confusion, the change to Amanda's agreement excluding the music producer services was just a point I had asked Lee to update because I had missed it previously - it's just reflective of my note on the assignment provisions last week and was my error when updating the producer agreements. Apologies to all if this has caused any confusion.

I also just asked Lee to add the premiere clause because I realised there was no clause like this for Unigram given this is covered under rebel's director agreement I hadn't included it the camp sugar agreement which I used as the base document for the unigram agreements.

Please let me know if there are any queries but, otherwise, we will arrange to send the docs for signature by Rebel now to move things forward (noting a couple of agreements will need to be signed by sue also but I will follow up on this when Rebel is back in syd). Once signed please confirm when signatures can be released.

Best wishes,

Angela

Angela Scurrah | Consultant

[REDACTED]
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From: Lee Elsdon [REDACTED]
Sent: Thursday, October 26, 2023 18:05
To: [collier](#) [REDACTED]
Cc: The Deb (production legals; Simpsons Solicitors) [REDACTED]
Gregor Cameron [REDACTED]; [greer.simpkin@\[REDACTED\]](mailto:greer.simpkin@[REDACTED])
[REDACTED] David Jowsey
[REDACTED] Vince Holden [REDACTED] Angela
Scurrah [REDACTED]
Subject: RE: The Deb - Documents for Signature

Hi Charles,

Further to Angela's email, we've made a few small changes to the following documents. I have attached all documents again, including marked up versions of those with changes.

1. Writer's Agreement (please note this does need to be signed by Rebel and Sue) – **Amended to fix clause referencing errors in clause 5.**
2. Producer Agreement (this also needs to be signed by Rebel and Sue) – **Amended to exclude lyrics and correct the fee (changed from \$500k to \$654k).**
3. Actor Agreement (this just needs to be signed by Rebel) – **Amended to change fee from \$654k to \$500k.**
4. Amanda's Producer Agreement – **Amended to include musical producer services to the definition of Reserved Rights, and to add premiere language at clause 13.2, mirroring the language in Rebel's Director Agreement.**
5. Gregor's Producer Agreement – **Amended to add premiere language at clause 13.2, mirroring the language in Rebel's Director Agreement.**

Regards,
Lee

Lee Elsdon | Associate

P: [REDACTED]

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From: Angela Scurrah [REDACTED]
Sent: Wednesday, October 25, 2023 6:03 PM
To: [collier](#) [REDACTED]
Cc: The Deb (production legals; Simpsons Solicitors) [REDACTED]
Gregor Cameron [REDACTED]; [greer.simpkin@\[REDACTED\]](mailto:greer.simpkin@[REDACTED]) David
Jowsey [REDACTED] Vince Holden [REDACTED]
Subject: The Deb - Documents for Signature

Dear Charles,

Further to the previous correspondence on these matters, I can confirm that I have fully executed copies held to order of the following documents (attached here for reference – I would note that these documents do have dates but I believe they are automatically generated by Docusign so I will replace these with effective dates once the signatures have been released).

1. Deed of Assignment
2. Shareholder's Agreement

And I have received Rebel's signature to the Amendment to the Composer Agreement (attached)

I have now attached the following documents for signature noting that the top four documents listed below are the same form as that circulated last Thursday at 10:32pm AEDT:

1. Writer's Agreement (please note this does need to be signed by Rebel and Sue)
2. Producer Agreement (this also needs to be signed by Rebel and Sue)
3. Director's Inducement Letter (just needs to be signed by Rebel)
4. Director Agreement clean and marked against the last draft circulated to show inclusion of bank details. I have also attached a pdf execution version. This needs to be signed by Rebel and Sue
5. Actor Agreement clean and marked against the last draft circulated to show removal of the behaviour clause. I have also attached a pdf execution version. This just needs to be signed Rebel

I have also attached the producer agreements for Gregor and Amanda though note I am awaiting confirmation of approval of these from them (I don't expect there to be a problem but wanted to flag that).

Finally, I have attached the Lyricist Agreement both clean and marked against the last draft circulated to you. As per my earlier email I have suggested that this not be signed right now but I have updated it to remove reference to the soundtrack album in any event.

I am still waiting for the execution version of the Share Mortgage and we are chasing the Bank's counsel for this. I will provide this as soon as possible along with a compare against the AI form of share mortgage.

Best wishes,

Angela

Angela Scurrah | Consultant

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Text messages between Rebel Wilson, Charles Collier, and Angharad Wood

21 Sep 2023 at 3:04 pm

Hi Charles, I connected you with Australian lawyer Bryce. I need the acting and directing deals done on The Deb. And I already see inconsistencies with what was agreed upon

Can you please connect with Bryce ASAP in Australia

I am working like 16 hours a day on the film and am completely exhausted

+44 7906 [REDACTED]

I will track down Bryce. I am across all the agreements with Vince and his lawyer. We are in good shape.

Thinking of you and sending loads of love and hope the work is going brilliantly well for you. xxx

Perhaps Bryce is not the best?? Because I just saw his out of office reply saying he's not been well

+44 7906 [REDACTED]

I know how hard you will be working right now. I hope the stress is the best kind of stress and that it's JOYFUL hard work and that you have massive creative buzz. we're all so thrilled to be able to be at least a small part of the work you're doing at such a great moment in your career. xxx

What's probably best Charles is if we get all the agreements into a place where you feel they are accurate and then just get an Aussie lawyer to look over and check them

+44 7906 [REDACTED]

23/32

Defo. We are doing that. Have just sent you an email with the update which hopefully answers your concerns. It is in good shape on the business side and coming together well. xxx

Thank you C - right now I'm completely exhausted - Amanda Ghost just left at 3am and we've spent the last 3 weeks working non-stop whilst she's been here

Vince tries to screw people over all the time - Amanda was even saying it to me yesterday

So we just have to be vigilant PLEASE

I also wanna make sure we start getting paid something

I have a lot of expenses being out here in Australia with baby and nanny

+44 7906 [REDACTED]

Yes, Vince is a tough one. But he is also fair and he's spent 2 millions USD thus far and is at great risk. So I have no complaints about him. What he lacks in beauty and charm, he makes up for in putting his (oops, Len's) money where his mouth is. xxx

Their total cost all up on the film is US \$8 million just FYI

+44 7906 [REDACTED]

Understood about getting paid. I'm on it. But as the 50% owner of the enterprise, it's always the owners of the thing who are at maximum risk. xxx

The government money makes up the rest

+44 7906 [REDACTED]

Copy that xxx

I'm going to bed now. But will call over the weekend so we can have a proper catch up. And I will speak to Vince tomorrow. xxx

Amanda, Gregor and Vince are also getting \$300k USD each on top of their producer's Fed's

*fees

24/32

That was 'added' to the budget recently

Yes please call - I know the time differences are crazy!

+44 7906 [REDACTED]

They have a maximum entitlement to 3% of the budget as a producer fee to be shared better them. You get the same, for Camp Sugar as producer. MFN. Can you send me the most recent copy of the budget you have? Vince has not sent to me - I asked him for it and he didn't send. Tut, tut. But honestly, I think he's well and truly on your side. A nice thing about this deal is that I have always seen evidence, day by day, that you have partners on this film who really want you to thrive and aren't out to stiff you. Yes, they'll get nice fees, but they are taking a big old risk. It's a shit ton of money to be spending with no sales and not outside finance. ... anyway don't worry, this will all come good. It just needs you to be a FUCKING LEGEND and keep going for the next few months in what is basically a marathon made up of intense daily sprinting ... and that you deliver inspiring leadership, and brilliant creative vision, and that you create a glorious working environment for everyone, whilst all the time also somehow looking after your own ability to be a great direct, a great actor, a great writer, a great producer. It's a LOT of shit. I hope you're taking loads of vitamins and getting a lot of love from everyone closest to you. Onwards to glory! xxx

Am about to get a hardcore vitamin drip

Buuuut Vince did sneakily add \$300k times 3 = \$900k into the budget for their additional fees like two weeks ago!!

They didn't ask me, just did it

I will try and get a copy of budget

+44 7906 [REDACTED]

Good to know. But that's not unreasonable if the budget is 20M Aus \$. Point is this though: if they get 900K then you should be getting 900K. This is all protected in the co-production deal. And don't worry: you own the rights and they get no rights all and are basically fucked if you don't sign your agreements, and you won't sign any agreements at all until you are happy with the budget and all fees paid. You have massive power here. So I am very relaxed about the contracts side of things. Rest assured of your control on this. For now, 100% of your focus at work is what you're

doing as director, actor and writer. The producer side of things frankly is taking care of itself right now simply by you getting all the other stuff right. Sending you loads of love and will call over the weekend for a proper catch up xxx

22 Sep 2023 at 7:44 am

+44 7906 [REDACTED]

Friday afternoon in London. Just finished a meeting with Vince. Plan is that I will be sent revised drafts of actor, writer and director agmts and of the shareholder deed ... by Monday at the latest. I will then turn around my comments within 24 hours. I hope we should be ready to close by end of next week. I anticipate there will be only three final open issues to thrash out (1) post schedule (2) reserved rights (3) Campsugar/AI fees. I am confident we will arrive at a good solution on all of these. xxx

As a quick recap the maximum producer fees they are allowed to take is (1) 300K USD financing fee and (2) 3% of budget production fee (which you also get). So any fees appearing within the budget have to match this original agreement xxx

22 Sep 2023 at 2:25 pm

Okay thank you so much Charles!

So please let's aim to close everything end of next week 💜💜

25 Sep 2023 at 8:38 am

+44 7906 [REDACTED]

Just received all the revised contracts!! Writer, director, artist, shareholder deed. Will review tonight and let's discuss after. All look good and reasonable, so I hope we are there 😊 x

25 Sep 2023 at 1:29 pm

Okay amazing thanks Charles

I'm still very unclear as to why Gregor in July added \$900k USD to the budget
\$300k to him, \$300k to Vince, \$300k to Amanda
When they are also getting their 3% to cover Unigram/AI producing services and costs

What do we do about this?

Amanda has been working hard on music - so I am not against her getting an additional payment for that

But the work Vince & Gregor are doing are typical producer-type things

The total money AI/Unigram are investing is \$8 million US (6 million pounds)...which is insanely reasonable for the film they are getting!!!

But money is very tight on our budget and I am paying for things for me like accommodation and flights for my partner/baby

So basically the \$900k isn't helping our budget

Now that writer's strike is over, I am starting a new draft as Gregor/Amanda want me to make some more changes on the script

26 Sep 2023 at 2:01 pm

+44 7906 [REDACTED]

Hi Rebel, I'm going over the fees now. And the agreements. As discussed the only thing that they are 300K fee and 3%. That 900K includes all their fees I believe xxx

And don't worry. Nothing closes until we get the answers we want and you won't sign over any rights unless and until you're happy which what they are taking from the budget. xxx

26 Sep 2023 at 3:03 pm




8 Oct 2023 at 1:15 pm

Morning, I'm awake in LA if there are any updates. I'm just going to go into production office and keep working x

+44 7901 [REDACTED]

I spoke to Danny who said he would call in the morning. Charles was sending him the email. XXX.

From: Charles Collier [REDACTED] 
Subject: RE: The Deb - Finance Documents
Date: November 9, 2023 at 9:50 pm
To: Vince Holden [REDACTED]
Cc: The Deb (production legals; Simpsons Solicitors) [REDACTED] Rebel Wilson [REDACTED]
Gregor Cameron [REDACTED], greer.simpkin [REDACTED] David Jowsey [REDACTED]
[REDACTED] Amanda Ghost [REDACTED] Angela Scurrah [REDACTED]
Angharad Wood [REDACTED]



Hi Vince, Angela and Rebel,

Hope all very well with you

Confirming that I've reviewed the following documents, set out below (and as sent in Angela's emails of 07 and 08 November), that are all fine on our side for RW signature.

Have I missed anything? Please let me know if there any further documents which need a response from me.

1. GSA in favour of Bank of America
2. Verification Certificate
3. Camp Sugar Share Security
4. Rebel's producer inducement letter
5. General Security Agreement in favour of Bank of America
6. Verification Certificate Share Mortgage and Share Transfer form
7. General Security Agreement in favour of AI Film

Very best,

Charles

From: Vince Holden [REDACTED]
Sent: Wednesday, November 8, 2023 12:19 PM
To: Charles Collier [REDACTED]
Cc: The Deb (production legals; Simpsons Solicitors) [REDACTED]
Rebel Wilson [REDACTED] Gregor Cameron [REDACTED]
greer.simpkin [REDACTED] David Jowsey [REDACTED]
[REDACTED] Amanda Ghost [REDACTED]
Angela Scurrah [REDACTED]
Subject: RE: The Deb - Finance Documents

Hi Charles,

I need to get the bank borrowing side of the transaction closed this week. It takes a good 3-4 days to drawdown the USD, convert to AUD and get it to Australia in time for payroll. Not getting their security documents signed isn't an option we have anymore. If you can let us know you are ok with them so Rebel feels comfortable signing in plenty of time.

Thanks

Vince

From: Angela Scurrah [REDACTED]
Sent: Wednesday, November 8, 2023 11:27 AM
To: [collier](#) [REDACTED]

Cc: The Deb (production legals; Simpsons Solicitors) [REDACTED]
Rebel Wilson [REDACTED] Vince Holden [REDACTED] Gregor
Cameron [REDACTED] [greer.simpkin](mailto:greer.simpkin@simpsons.com) [REDACTED] David
Jowsey [REDACTED] Amanda Ghost
[REDACTED]

Subject: RE: The Deb - Finance Documents

Hi Charles,

Production is working to close out these documents in order to facilitate bank drawdown next week. In the hope that these are agreed I have attached the following documents for signature:

1. GSA in favour of Bank of America marked against the last version circulated along with an execution version.
2. Verification Certificate – I have made no amendments to the previously circulate document other than remove the “Draft” watermark. Note this will need to be signed by Rebel and Sue as directors of the Commissioning Company.
3. Camp Sugar Share Security execution version – I haven’t made any changes to the previously circulate draft.

Let me know if these can be issued and, if necessary, we will arrange for a Docusign to be issued and signature to be finalised.

Best wishes,

Angela

Angela Scurrah | Consultant

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From: Angela Scurrah [REDACTED]
Sent: Wednesday, November 8, 2023 10:14 AM
To: [collier@\[REDACTED\]](mailto:collier@[REDACTED])
Cc: The Deb (production legals; Simpsons Solicitors) [REDACTED]
Rebel Wilson [REDACTED] Vince Holden [REDACTED] Gregor
Cameron [REDACTED] [greer.simpkin](mailto:greer.simpkin@simpsons.com) [REDACTED] David
Jowsey [REDACTED] Amanda Ghost
[REDACTED]

Subject: RE: The Deb - Finance Documents

Hi Charles,

Following up on the below again. I understand that to facilitate payment to production next week there needs to be a drawdown on the bank loan but these documents are conditions precedent to that loan. If the Share Transfer Form and GSA are approved then we will issue for signature.

Best wishes,

Angela

Angela Scurrah | Consultant

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From: Angela Scurrah [REDACTED]
Sent: Monday, November 6, 2023 9:17 PM
To: [collier](#) [REDACTED]
Cc: The Deb (production legals; Simpsons Solicitors) [REDACTED]
Rebel Wilson [REDACTED] Vince Holden [REDACTED] Gregor
Cameron [REDACTED] [greer.simpkin@](#) [REDACTED] David
Jowsey [REDACTED] Amanda Ghost
[REDACTED]
Subject: Re: The Deb - Finance Documents

Hi Charles,

Following up on approval of the share mortgage below? I assume you have no comments on the other documentation.

Best wishes,

Angela

Angela Scurrah | Consultant

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From: Angela Scurrah [REDACTED]
Sent: Wednesday, November 1, 2023 9:26:36 PM
To: [collier](#) [REDACTED]
Cc: The Deb (production legals; Simpsons Solicitors) [REDACTED]
Rebel Wilson [REDACTED] Vince Holden [REDACTED] Gregor
Cameron [REDACTED] [greer.simpkin@](#) [REDACTED]
[REDACTED] David Jowsey
[REDACTED] Amanda Ghost [REDACTED]

[REDACTED], Angela Scurrah [REDACTED]

Subject: The Deb - Finance Documents

Dear Charles,

Further to our previous correspondence on this matter, please see attached the following documents relating to the financing of *The Deb*:

1. General Security Agreement in favour of Bank of America over the Commissioning Company and the Production Company
2. Verification Certificate with respect to the Commissioning Company
3. Share Mortgage and Share Transfer form (I have also attached a comparite against the AI agreement – I understand the differences between the two agreements are a result of the fact that AI has a direct credit facility with Bank of America which includes a number of the defined terms)
4. General Security Agreement in favour of AI Film

For reference, I have also attached:

1. The final pledgeholder agreement which is being issued for signature
2. Incentive collection deed which deals with collection and repayment of the incentives

I will send through any further documents as soon as possible.

Best wishes,

Angela

Angela Scurrah | Consultant

[REDACTED]
SIMPSONS

Leading Firm - Legal 500 & Chambers & Partners (Global & Asia-Pacific)

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I'm so sorry xxx

Text messages between Rebel Wilson and Charles Collier

9 Oct 2023 at 1:50 pm

Hi Rebel, update from Angharad and me is that Angharad has been speaking to Danny and following that I sent a note setting out our preferred way forward whilst also making his responsibility to own and address some of the strange incidents surrounding Amanda's behaviour. Fundamentally they are not going to burn down this deal over the fees and underlying rights. And they are not going to be so crazy as to pull out now and lose their (considerable) investment over these two small points. I always said that their sharp elbows would be put back in their place when we sign the shareholder deed and that no rights would be assigned until we got things totally in line across the whole financing with the original heads of commercial terms agreed in the co-production deal. So all that in hand. I will send you a copy of the email I sent to Danny earlier today. xxx

11 Oct 2023 at 5:17 am

Hi Charles, Angharad asked me to call Danny which I did tonight. I fear a little bit that Danny's been influenced by hours and hours of rubbish from Amanda & Gregor

Just so you know I don't really wanna concede on the stage rights

I don't mind the first/last right of refusal

But after this horrible treatment by them I am really not in the mood to give them any more

We know they don't wanna pull the movie cause they'll lose millions

So despite this awfulness, we do technically have the leverage I think

19 Oct 2023 at 2:40 pm

I just read the Shareholders Deedv4 Vince said to DocuSign. I am very tired but it appears to be what's agreed. Let me know if okay to DocuSign?

25 Oct 2023 at 9:58 pm