PLAYWRIGHT/TRANSLATOR AGREEMENT

Contract agreement made this day, December 14, 2010, between Alberto Sarrain (hereinafter called the "Translator"), and Maria Irene Fornes, (hereinafter called the "Playwright"), c/o Abrams Artists Agency, 275 Seventh Avenue, 26th Floor, New York, NY 10001.

- 1. Playwright agrees to grant Translator Spanish translation rights in Madrid, Spain for a period of 12 months following the signing of this contract, for Translator to translate Playwright's work entitled MUD and to have the sole and exclusive right to license stage productions for the translation in the aforesaid territory.
- 2. The translation should be a faithful rendition of the work into Spanish; it shall neither omit anything from the original text nor add anything to it other than such verbal changes as are necessary in translating English into Spanish. However, Playwright acknowledges that the act of translation is not purely a mechanical process that results in a merely literal rendition of the Play. The Translator may be required to include idiomatic and cultural translations as well, in order to accurately represent the full meaning of the Playwright's work in a different cultural context. Under these considerations, the Translator shall submit a copy of the translated text to the Owner for approval, when available.
- 3. Each of the Translator and the Playwright represent to each other, with regard to their own contributions to the work, that no material of an objectionable or libelous character is contained within the play, nor will be introduced into the translation. Both the Playwright and the Translator will hold the other harmless from all suits and all manner of claims and proceedings or expenses that may be taken against or incurred by them as a result of either of them having breached the aforesaid representations.
- 4. Translator will retain ownership of the copyright in and to the translation, while Playwright shall maintain the copyright ownership in his or her original play. During the "exclusivity period" described in paragraph 1 above, Translator shall have full authority to make any licenses or dispositions of the translation as she may make in her sole discretion, subject only to the following terms:
 - a) Playwright shall receive 85% of the Translator's revenues (net only of any agent's commissions that may be applicable to such revenues) from all stage productions of the translation, and from all sales of any publication based on the translation, or from any media productions based on the translation, or from any other revenues payable to the Translator for any other uses of the translation. Such amounts shall be payable to Playwright within 30 days of Translator's actual receipt of such amounts.
 - b) Playwright's name shall appear on all playbills, publications, printed and promotional material created in connection with the translation wherever and whenever Translator shall receive billing, in an equal size and

- prominence. Playwright will receive an approved biography anywhere and everywhere Translator receives same.
- c) Playwright and/or her representative shall have a right to purchase one pair of House Seats to any performance of the show, for the same price and under the same conditions, for which Translator shall have been granted such rights.
- 5. If during the "period of exclusivity" the translation is produced for at least twenty-one (21) consecutive paid, public performances then all rights in the translation and the play shall be deemed merged on an exclusive basis and shall be controlled and disposed of by the Translator and any producers entering into an agreement with the Translator as their respective interest may appear. At the end of the "period of exclusivity," the parties may choose to renew the terms of this agreement for a period to be negotiated in good faith and on such terms and conditions as may be agreed to in writing at such time. If the exclusive contract is not extended, Translator shall continue to have non-exclusive translation rights to the Play. Notwithstanding the foregoing any agreements with third parties entered into by Translator during the exclusivity period shall continue in full force and effect.
- 6. This contract may be cancelled or modified only by the express agreement of both parties in writing.
- 7. This Agreement shall be interpreted under the laws of the state of New York, and any dispute between the parties shall be resolved in an arbitration under the rules of the American Arbitration Association, before a single arbitrator, in New York city.

Agreed and accepted to by,

Morgan Johnness a/a/f Maria Irene Fornes, Playwright

Alberto Sarrain, Translator