

Exhibit 28

WAYFARER STUDIOS

March 17, 2023

Warren Zavala
Justin Grey-Stone
Lindsey Strasberg

Re: **"IT ENDS WITH US"** Lily Bloom

Dear Warren, Justin and Lindsey,

It Ends With Us Movie LLC that is a SAG signatory in good standing ("**Producer**") has set forth below the proposed agreement between Producer and Blakel, Inc. ("**Lender**") for the services of Blake Lively ("**Artist**") regarding Artist's engagement for the role of "Lily" ("**Role**") in the proposed motion picture tentatively entitled "IT ENDS WITH US" written by Christy Hall and to be directed by Justin Baldoni ("**Picture**"). The parties acknowledge and agree that Lender shall not be required to furnish Artist's services on the Picture unless and until Producer has completed the process of becoming a signatory to the appropriate SAG/AFTRA collective bargaining agreement in connection with the Picture.

1. Fee. Lender shall receive the sum of US\$1,750,000 on a guaranteed, pay or play basis (the "**Fee**"), subject to normal contingencies such as force majeure and Artist's disability (the specifics to which will be negotiated in good faith), or Artist's material uncured breach. Escrow to be wired to William Morris Entertainment escrow account no later than thirty (30) business days prior to Artist rendering services for the Picture. Sony guaranty of all obligations.

2. Contingent Compensation. Provided that Lender and Artist are not in material uncured (if curable) breach or default of the acting agreement for the Picture and Artist appears in the Role as released, then in addition to the Fee, Lender shall be entitled to receive a contingent participation from the exploitation of the Picture of an amount equal to 10% of 100% of Sony's A+ pool definition, with direct accounting, payment and audit rights from the studio. No one to get a greater percentage, a more favorable definition or cut in earlier. Guaranteed wide theatrical release. No crediting of overscale or contingent compensation against residuals or vice-versa.

3. Box Office bonus: no less favorable than Justin Baldoni's WBOB : starting at 250K @ 3X Negative cost and an additional \$250K at each 0.50X NC thereafter (int & OH charged only 1 time), uncapped.

4. Award Bonuses: \$200k/\$100k for AA; \$100k/\$75k for GG. \$75K/\$50K for SAG.

5. Schedule and Location. Artist's exclusive principal photography services for up to six (6) consecutive weeks during the run of production, plus standard prep services subject to Artist's approval and availability and up to 3 free post days. Start date to be mutually-approved in as May

2023. All services to be rendered in and around Jersey City, NJ and New York City, NY. Any shoot days in Las Vegas are subject to Artist's prior approval, including approval of applicable transportation, accommodation and perq requirements in connection therewith, which shall include without limitation, private round-trip air transportation for Artist, Artist's 4 children, assistant, 2 nannies and security, approved FC accommodations and FC ground transportation sufficient to accommodate the foregoing and other related travel expenses (e.g., meals).

Pre-approved: 1 day shoot in Vegas.

6. **Credit.**

a. **On Screen Credit:** Single Card, Above title, First Position, Main titles (if there are main titles; otherwise in the end titles), separate card, 100% of regular title, 30% of artwork title, in no event in a size of type smaller than the average size of letters of any other cast member credit on screen.

b. **Paid Ads:** First position, above/before title in all paid ads (including billing block) and excluded ads (subject to customary exclusions), 100% of regular title, and in no event in a size of type smaller than the average size of letters of any other cast member in such paid ads/excluded ads.

c. **Customary ties** with all cast members (e.g., artwork title, likeness (use and size), ancillary items, audio)

d. **Executive Producer** credit on screen and in paid/excluded ads. 1st position among EP's.

7. **Travel.** Travel/accommodations and expenses to be negotiated in good faith consistent with Artist's stature, including without limitation, Artist's exclusive, designated car and driver and exclusive, designated security personnel.

8. **Approvals.** Artist will have mutual approval rights over the following: a) hair (Anne Carroll pre-approved), make-up (Vivienne Baker pre-approved) and wardrobe personnel; stand-in, stunt double (if any) b) the screenplay c) director (with Justin Baldoni pre-approved) and any replacement, and d) the co-lead for the Picture (with Justin Baldoni pre-approved) and any replacement thereof. Meaningful consultation over the "look" of the Role, ad campaign and release pattern. Hair and Make-up personnel are exclusive to Artist. Peter Owen is pre-approved as wig maker.

9. **Dressing.** An exclusive single, pop-out, star trailer subject to Artist's prior approval with customary first-class amenities. Trailer and amenities MFN with all cast and above-the-line personnel.

10. **Assistant.** Production to reimburse Lender at the rate of \$1500/week for Artist's exclusive, designated assistant throughout any in person pre-production services, principal photography and in connection with Artist's services post-production.

11. **Training/Meals:** Training and meal allowance of \$1000 per week during principal photography and post-production services.

12. **Work Conditions.**

- a. 12-hour portal to portal (i.e., drop off at home until pick-up at home the following day) turnaround if Artist stays in Manhattan.
- b. 10.5-hour portal to portal (i.e., drop off at home until pick-up at home the following day) turnaround if Artist stays at upstate residence.
- c. 56 hour portal to portal (drop off at home at the end of the week until pick-up at home the following work day) weekend turnaround, provided that Artist will give good faith consideration to reducing the weekend turnaround to 52 hours portal to portal up to 2 times during principal photography.
- d. 12 hour cap on days (calculated from when the car drops Artist at base camp at the beginning of the day until Artist gets back in the car at base camp at the end of the day).
- e. 5 day weeks, Monday – Friday.
- f. No more than one forced call without Artist's prior consent.

13. **Conditions Precedent.** Producer's obligations to Artist hereunder shall be subject to the satisfaction of the following: (a) Artist qualifying for cast and other insurance (which may include essential element insurance) and (b) full execution by Artist, Lender and Producer, of an Agreement in a form reasonably acceptable to all parties. Unless and until Lender/Artist are unconditionally pay or play and 100% of the fee is in escrow, Lender and Artist are not obligated hereunder, and Artist is free to take conflicting engagements.

14. **Miscellaneous:**

- a. No use of Artist's name, voice or likeness in merchandise (including CD Rom, video games or other interactive use), commercial tie-ins, co-promotions, soundtrack, novelizations, publications, and/or in connection with advertising or promotion of a theme park or a theme park attraction without Artist's prior, written consent. Approval of product placements/integrations to the extent Artist is required to reference, handle or otherwise interact with the product.
- b. Approval of behind-the-scenes shooting and any use of footage. Approval of outtakes. Approval of press and EPK crew on set. Approval of any interviews.
- c. 50% stills approval. 3 passes on non-photo likeness. Resubmission for key art, magazine covers. Bio approval. No syndication of photos or submission to tabloids.
- d. Approval of the first press release in which Artist is mentioned as an actor in the Picture and then approval of references to Artist in any additional press releases/statements that discuss Artist beyond being mentioned as an actor in the Picture.
- e. No nudity/simulated sex without Artist's prior written consent and negotiation/execution of a nudity rider. No digitizing or doubling in connection with nudity/simulated sex without Artist's prior written consent.
- f. No doubling without (i) Artist's prior written consent, ~~and~~ (ii) approval of any particular double and (iii) approval of any footage of an Artist-approved double that Producer wishes to use in the Picture. Dubbing per Article 33. Sch C & first opp to dub in English.

g. One picture license (no use of results and proceeds in anything other than the Picture and direct marketing and promotion thereof). No use of clips without Artist's prior, written consent.

Once we reach an agreement on the above terms, we will be happy to distribute a long form agreement, incorporating the terms herein and other standard terms (including without limitation premieres, publicity travel/expenses, indemnity, insurance, etc.) and conditions to be negotiated in good faith.

Best regards,

Imene Meziane, Esq,
Wayfarer Studios