

Exhibit R
to the
Declaration Of Ryan S. Hilbert In Support Of
Plaintiffs' Opposition To Defendants' Renewed
Motion For Judgment As A Matter Of Law



ELECTRONIC ARTS™

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From: Joel Linzner
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Date: November 24, 2004
Number of page: 4
(Including cover)

Message:

EXHIBIT 66
WIT: JOEL LINZNER
Date: 2/8/08
Quyen N. Do, CSR No. 12447

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
TRIAL EXHIBIT 66
CASE No. C07 0943 WHA
DATE ENTERED _____
BY _____
DEPUTY CLERK

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ELECTRONIC ARTS™

November 23, 2004

Clay Walker, Sr. Vice-President
Players Inc
2021 L Street, NW
Washington, D.C. 20036

re: License Proposal

Dear Clay,

Pursuant to Players Inc's request during our meeting last week, I am submitting this proposal on behalf of Electronic Arts for EA to acquire the exclusive right to use the Licensed Property (as defined below) in connection with the Licensed Uses (as defined below) for five years, as well as certain non-exclusive rights.

Term: March 1, 2005 through February 28, 2010.

Licensed Property: As described in paragraphs 1(A) and 2(A) of our current agreement, i.e., the trademarks and names of Players Inc as well as the names, likenesses, pictures, photographs, voices, facsimile signatures and biographical information of the NFL players (i) who have signed the Group Licensing Assignment form assigning their "image" or "identity" rights to Players Inc or (ii) who assign those rights to Players Inc in the standard NFL Players contract.

Licensed Uses: As described in paragraphs 2(A) and 3 of our current agreement, i.e., the exclusive right to develop, manufacture, publish, promote, distribute and sell (i) simulation, (ii) arcade-style and (iii) manager videogames and computer games (including all features and functionality that enable or enhance gameplay through player/network connectivity) for (a) all current and successor videogame platforms developed by Sony, Nintendo and Microsoft, (b) PCs and Apple computers, (c) personal handheld gaming devices such as Game Boy, Game Boy Advanced, Nintendo DS and Playstation Portable, (d) Nokia N-Gage and its cartridge-based successors and (e) arcade units. The Licensed Uses will be granted exclusively to EA during the Term and EA will publish at least two royalty-bearing titles each year beginning with the second year of the Term.

Territory: Worldwide.

Guarantee: \$15M/year. Recoupable advance payments of \$7.5M will be made each year on March 1 and September 1.

Royalty Payments: 7% of Gross Sales as defined in paragraph 6 (D)(viii) of our current agreement for sales of all videogame console, PC and PSP units; 5% of Gross Sales of all

Game Boy, Game Boy Advanced, Nintendo DS and N-Gage units; arcade units as currently agreed; 7% of "Net Revenue" as defined in paragraph 6(D)(vii) of our current agreement derived from advertising, sponsorships, online subscriptions, promotional events (net of costs to put on the event) and substantially similar revenue.

Players Inc Support: EA will spend a minimum of \$1M each year on activities that stimulate and promote the market for the licensed products through player appearances, player endorsements, fees paid to players for commercials, highlight agreements, autograph sessions and sponsorship of Players Inc television shows, as described in paragraph 15 of our current agreement.

Additional Rights: Players Inc also will grant EA the non-exclusive right to use the Licensed Property to develop fantasy games, wireless games and youth games (similar to *Backyard Football*). Incremental guarantees for these non-exclusive categories will be negotiated consistent with current agreements.

Other Provisions: As provided in our current agreement.

Clay, you indicated last week that Players Inc is looking for the best possible exclusive partner to promote Players Inc as a premium brand and to maximize the value of the personal identity rights of current and retired football players. If those are indeed Players Inc's twin goals, Players Inc should readily conclude that if it is going to have one videogame partner, it should be EA.

Rather than feed you a bunch of promises, we will let our record speak for us. Our *Madden* game is consistently rated as one of the highest quality games released each year; our promotional expertise is beyond question as we have built *Madden* into a cultural phenomenon; *Madden's* sales revenue has dwarfed that of our competitors' games for many years. This record is especially impressive when you consider the fact that the rights that the NFL and Players Inc have granted to EA non-exclusively for the past ten years are the exact same rights that you and the NFL have granted to our competitors. We have taken those rights and built a huge, dependable business that gives millions of hours of pleasure to football gamers each year; with those same rights, our competitors have struggled to turn a profit and many have had to exit the category or skip a season.

Moreover, *NFL Street* is the only innovative football game to be introduced during the last five years. It not only extends the Players Inc brand and creates a new stream of royalties but also gives great personal exposure to your members without a helmet masking them. We plan to bring this same commitment to innovation to a new brand of football manager games and to marry fantasy football to console gaming. No other company credibly can commit to publishing a minimum of two royalty-bearing titles a year while also growing related wireless and fantasy businesses.

We also have supported Players Inc over the past five years to a much greater degree than other videogame companies. We have spent hundreds of thousands of dollars each year

on highlight deals, on players appearing in television commercials, on player appearance fees and on sponsorships for Players Inc television shows. Our commitment to these programs would *only* grow under the proposal we are making to you today.

Our proposed minimum guarantee is a large sum of money but it is, indeed, a "minimum." Together with the NFL, we believe Players Inc and EA will grow the business so that you see a substantial, additional royalty flow each year.

We look forward to your reply. If anything is unclear or you have any questions, please call me.

Very truly yours,

Joel Linzner
Sr. Vice President Business and Legal Affairs

cc:
Joe Nabra, Esq.
Lashun Lawson
Larry Probst