



WARNER BROS.
TELEVISION

March 7, 2011

BY E-MAIL & U.S. MAIL

Re: Charlie Sheen/*Two and a Half Men*

Dear Jake and Oren:

As you are aware, Warner Bros. Television ("WBTV") provided on February 28, 2011 written notice of its suspension of Charlie Sheen's employment pursuant to Paragraphs 12 ("Incapacity"), 13 ("Default") and/or 14 ("Force Majeure") of the Standard Terms & Conditions that are part of Mr. Sheen's agreement with WBTV dated May 17, 2010 ("the Agreement").

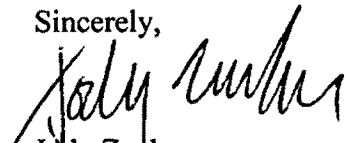
Mr. Sheen's ongoing conduct, statements and condition are grounds not only for suspension of Mr. Sheen but also for termination of the Agreement under Paragraphs 12, and/or 13 of the Agreement. They also provide a basis for termination of Mr. Sheen's employment under Paragraph 14 of the Agreement. Specific facts and circumstances giving rise to WBTV's termination rights are set forth in detail in the March 7, 2011, letter from John W. Spiegel of Munger, Tolles & Olson LLP to Mr. Sheen's counsel, Martin D. Singer. WBTV hereby exercises its right to terminate Mr. Sheen's Agreement and/or his employment under it. To the extent notice of termination is required, please consider this letter as providing such notice.

A Division of WB Studio Enterprises Inc.
A Warner Bros. Entertainment Company

Jake Bloom
Oren Koules
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This letter is not intended to and does not foreclose or limit any other rights or remedies WBTV has under the Agreement. WBTV expressly reserves all such rights and remedies.

Sincerely,



Jody Zudker

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