

**Exhibit C**  
**Kagan Affirmation**

**PRODUCER/DIRECTOR LOANOUT AGREEMENT**

This agreement dated as of May 28 2013 ("Agreement") is entered into between Iconoscope Films, LLC ("Company") and Westpaw Films, Inc, a New York corporation, Federal ID No. \_\_\_\_\_ ("Lender") for the producing and directing services of Anthony Savini ("Artist") (Soc. Sec. No. \_\_\_\_\_) in connection with the motion picture project presently entitled "*Dungeons and Dragons, a documentary*" ("Picture").

1. **CONDITIONS PRECEDENT:** Notwithstanding anything to the contrary contained in this Agreement, ~~the~~ obligations hereunder are subject in all respects to satisfaction of the following conditions precedent ("Conditions Precedent"):

(a) Receipt by Company of the following documents:

(i) a copy of this Agreement and the inducement letter attached hereto signed by Lender and Artist, as applicable;

(ii) Artist's completion of the I-9 form (eligibility verification form), and Artist's submission to Company of documents satisfactory to Company to demonstrate Artist's employment eligibility;

(iii) a copy of Lender's articles of incorporation;

(iv) Receipt by Company of one digital copy of all footage from the Picture on a hard-drive to be provided by Company.

(b) Receipt by Lender of the following documents:

(i) a copy of this Agreement and a copy of the signed Footage License Agreement attached hereto as exhibit C.

2. **PRODUCTION SERVICES:**

(a) Company hereby engages Lender to furnish Artist's production services as director of the Picture, and Lender shall cause Artist to render all services customarily rendered by directors of documentary motion pictures, as, where and when required by Company including services in the development, pre-production, production and post-production of the Picture. Lender shall cause Artist to direct the Picture within the budget and on schedule. Artist's services shall be non-exclusive but first priority to Company starting on the date which Company designates as the commencement of pre-production, through delivery of Artist's last cut of the Picture to Company.

(b) Lender, on behalf of Artist, further agrees to have Artist provide up to six (6) interviews, each approximately fifteen (15) minutes long, with donors who provided funds for the Picture. All such interviews shall be conducted at a convenient time for

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Artist, but not later than July 1, 2013, via 'Skype' or similar technology.

3. **CONTINGENT COMPENSATION:** Upon condition that Artist performs all services required hereunder and that neither Lender nor Artist is in breach hereof, subject to Company's rights under Paragraphs 11 and 13 hereof, Company agrees to pay to Lender, as full and complete consideration for Artist's services and for all rights granted and representations, warranties and agreements made hereunder, the following:

(a) **Participation:** One hundred percent (100%) of Defined Net Proceeds, if any, (as defined below) shall be distributed as follows: 25% to Lender, 50% to Company and 25% to third parties (the "Third Party Share") as approved by Company. If one year after the date hereof, Company has not distributed the full amount of the Third Party Share of Defined Net Proceeds, then Company may, in its sole discretion, increase Company and Lender's percentages of Defined Net Proceeds equally to account for such remaining unallocated Third Party Share of Defined Net Proceeds.

(b) **Definitions:**

(i) "Gross Receipts" shall mean any and all monies and revenues received in connection with the Picture, including merchandise, from any and all sources, and all uses thereof and ancillary rights thereto (including, without limitation, merchandising, music, and publishing rights in the Picture).

(ii) "Defined Net Proceeds" as used herein, shall be defined as Gross Receipts actually received by Company from the exploitation of the Picture after deducting all non Company related costs and expenses. All payments required to be made to Lender on behalf of Artist, by Company under this Agreement shall be made to the order of Lender and sent to the address set forth above.

(c) **No Guarantee:** Company makes no representation or warranty that the Picture will be completed and distributed, or if the Picture is produced, that the proceeds of the Picture shall be sufficient to generate any contingent compensation. Nothing contained herein shall be construed to obligate Company to take any action to maximize revenues or Gross Receipts or to give Lender or Artist any right, title or interest of any kind in or to the revenues or Gross Receipts derived from the Picture. Nothing contained in this Agreement shall be construed as creating a fiduciary relationship between Company, on the one hand, and Artist and/or Lender, on the other hand. The contingent compensation shall not constitute a lien or claim on the Picture or on any revenues or Gross Receipts derived therefrom.

(d) **Statements/Audit:** Company shall provide a statement of expenses to Lender, upon request, but not more than monthly until the completion of post production. After Picture is 'locked' (as such term is understood in the documentary production industry) Company shall provide a statement of expenses to Lender semi-annually, upon request. All statements shall be deemed true and accurate and conclusively binding upon Lender if not disputed by Lender in writing within one (1) year after the delivery of such statement. Lender shall have the right to appoint a certified public accountant to audit

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**Deleted:** and deferrals incurred by Company in connection with the financing (including but not limited to, interest, Kickstarter rewards, taxes and fees owed), any marketing, distribution and exploitation costs of the Picture, attorneys' fees and expenses incurred by Company in connection with the Picture and any other costs paid by Company and not set forth in the Budget

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Company related to the Picture once per year, during normal business hours and upon at least ten (10) days written notice. If any such audit reveals an underpayment to Lender of 10% or greater in amounts otherwise shown to have been payable to Lender, Company will reimburse Lender the reasonable costs of such audit.

4. **DELIVERY; LENGTH; RATING; BUDGET:** Artist shall deliver the completed Picture to Company within the post-production schedule attached hereto as Exhibit B and incorporated by this reference.

(a) **Length:** The Picture shall have a running time of not less than ninety (90) minutes and not more than one hundred twenty (120) minutes, shall be photographed in High Definition 16:9 TV Safe, not less than 2k resolution (as determined by Company), in color.

(b) **Budget:** The Picture (as may be modified by agreement of the parties from time to time based on production requirements) shall be produced and delivered in accordance with the Budget approved by Company, attached hereto as exhibit A and incorporated herein by this reference, only to such changes in the Budget as Company approves in writing. Reasonable budget overages shall not constitute a breach of this agreement.

(c) **Rating:** The Picture shall qualify for an MPAA rating no more restrictive than "PG-13" unless otherwise approved in writing by Company.

(d) **Cover Shots:** If requested by Company, Artist shall photograph and furnish to Company "cover shots" and alternate scenes and dialogue which can be incorporated into the Picture to render it suitable for exhibition on United States cable television in accordance with applicable network "Standard and Practices" regulations and similar network requirements regarding the content of motion pictures. Such cover shots and alternate scenes and dialogue shall be such that they can be integrated into the cable television version of the Picture without materially changing or impairing the continuity of the story line of the Picture. Company shall have the absolute right to use such cover shots and/or cut the Picture (or such television version) in order to meet broadcast time requirements.

(e) **End Credits:** The Picture shall contain end credits which shall not exceed a total of ten (10) minutes in length and shall conform with the terms of section 8 below.

(f) **Websites:** There shall be one official website for the Picture, currently located at <http://dndadoc.com>.

5. **CONSULTATION RIGHTS:** Artist shall have the specified consultation rights set forth below. Such consultation rights shall be personal to Artist and non-transferable. Artist shall exercise the following rights of consultation in good faith and in a timely manner so as not to delay or interfere with the development, production or distribution of the Picture. Subject to the foregoing, Artist shall have the following consultation rights,

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**Deleted:** Time is of the essence with respect to delivery of the Picture. If Artist does not provide the materials set forth in Exhibit B, to Company's satisfaction on or before the dates set forth in Exhibit B, and Company does not elect, in its sole discretion to extend such dates, or if Company does not accept Lender's rough cut for artistic reasons, in its sole discretion, then Company shall have the right, but not the obligation, to take over and complete production and delivery of the Picture. If Company takes over the Picture, the credit obligations of this Agreement shall survive such takeover. "Delivery" shall be deemed to have occurred only upon Artist's delivery to Company of the Picture in accordance with the following requirements, all of which are of the essence of this Agreement: -

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with Company having the final right of approval on:

(a) Meaningful Consultation: Artist shall have a right to meaningful consultation throughout the production.

(b) Final Cut: Artist shall have final cut.

(c) Budget: Artist shall have a right to meaningful consultation with respect to the determination of the final budget, schedule and locations for the Picture.

(d) Advertising Campaign: Artist shall have a right to meaningful consultation as to the initial advertising campaign for the initial theatrical exhibition of the Picture in the United States.

(e) Distribution Pattern: Artist shall have a right to meaningful consultation as to the initial distribution pattern for the initial theatrical exhibition, if any, of the Picture in the United States.

(f) Film Festivals: Artist shall have a right to meaningful consultation as to the film festival strategy of the Picture. For the avoidance of doubt, Lender and Artist shall not have the right to submit the Picture to any Film Festival without Company's written authorization.

(g) Websites: Artist shall have a right to meaningful consultation as to the official website for the Picture, currently located at <http://dndadoc.com>.

6. **RIGHTS:**

(a) Footage/Company License: Company agrees to be bound by the terms of the Footage License Agreement which is memorialized in Exhibit C, whereby Company is granted a exclusive, non-transferable, royalty free license for this Picture, the DVD extras and the Kickstarter rewards only. Lender shall maintain ownership of such footage in perpetuity.

(b) Future Licenses: If a distributor requires further License Agreements, Lender agrees to enter good faith negotiations for a paid Footage License Agreement, which will be no less than 10% of the budget or gross receipts; whichever is greater as a licensing fee.

(c) Additional Rights: Lender and Artist hereby grant Company the right to change, add to, take from, translate, reformat or reprocess the Material in connection with the Picture, the DVD extras and/or any Kickstarter rewards. Artist shall have right of consultation on any and all such changes.

7. General Employer/Additional Documents: Without limiting the foregoing, Lender hereby grants to Company any and all rights which it may have in and to the Material as Artist's general employer. Lender and Artist will upon request execute, acknowledge and deliver to Company any and all documents Company may deem

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necessary to evidence and effectuate all or any of Company's rights under this Agreement.

8. **NAME AND LIKENESS:** Provided Lender, on behalf of Artist, has not elected to have his name removed from the Director credit of the Picture, Lender and Artist hereby grant to Company, the right to use and to authorize others to use Artist's name, voice, photograph, likeness and/or biographical data in connection with the production, exhibition, promotion, advertising and exploitation of the Picture provided, however, that in no event shall Artist be depicted as using any product, commodity or service without Artist's prior consent. Notwithstanding the foregoing, it is understood and agreed that Company's use of Artist's name in a billing block or credit list on any item of merchandise or other material shall constitute an acceptable use of Artist's name which shall not require Artist's consent.

9. **CREDIT:** Provided that neither Lender nor Artist is in breach hereof, Artist shall be accorded credit as follows:

(a) Withdrawal of Credit: Lender shall have the right to determine whether Artist will receive any and all credit afforded by this Agreement. Artist may elect to remove his name from the Picture and in his sole discretion can replace his credits with "Allen Smithee".

(b) Director Credit:

(i) Artist shall get sole Director credit and shall be accorded on-screen credit on a separate card as director of the Picture, in the main titles if Picture contains main titles, otherwise in the end-titles, substantially in the form of "Directed by Anthony Savini".

(c) Producer Credit:

(i) Company shall also accord Artist a first position Producer credit on separate card in the main titles, in the size and type no less than 100% of the size of any credit accorded to any other person, substantially as follows "Produced by Anthony Savini" and a proprietary credit substantially as follows, "A Westpaw Production":

(ii) Company shall also accord Maggie Melikjanian a Producer credit on a separate card in the main titles, in the size and type no less than 100% of the size of any credit accorded to any other person substantially as follows "Produced by Maggie Melikjanian". She shall have the same option to remove such credit as referenced in 7(a) of this Agreement.

(d) Written By Credit:

(i) Company shall also accord Artist a writing credit substantially in the form "Written by Anthony Savini" or "Co-Written by Anthony Savini",

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(e) Advertising Exclusions: Company shall accord Lender and Artist credit on all paid advertising issued or under control of Company and its licensees in a size of type no less than 100% of that used for the credit accorded any individual producer, and not less than 25% of that used for the "artwork" title of the Picture; subject, however, to customary paid advertising exclusions, except that Producer shall be accorded credit in any ad, including customarily excluded ads, if Lender or Artist receives credit therein.

10. **TRAVEL AND EXPENSES:** Artist represents and warrants his residence(s) to be in New York City. If Company requires Artist to render services hereunder at a location more than one hundred (100) miles from Artist's residence (each a "Location"), the following shall apply.

(a) Travel Expenses: From the date hereof, Company will provide Artist with or reimburse Artist for one (1) round trip transportation to and from such Location if used (by air, if appropriate, if reasonably available and used) for each trip made at Company's request. Company will reimburse Artist for ground transportation to and from airports, hotels and locations.

(b) Reimbursement of Expenses: Company will pay a Per-Diem not to exceed \$50 for each day Artist is required by Company to be at a Location.

(c) Travel Arrangements: All travel arrangements, including, but not limited to the acquisition of airline tickets, booking of accommodations, etc., shall be made through Company, unless Company's prior written approval is obtained. Except as otherwise set forth herein, Company shall not be responsible for any other expenses or prerequisites of Lender and/or Artist.

11. **REPRESENTATIONS AND WARRANTIES:** Each of Lender and Artist jointly and severally represents, warrants and agrees as follows:

(a) Lender is a duly organized bona fide and existing corporation and is presently in good standing under the laws of the state of its incorporation and was established for a valid business purpose within the meaning of the tax laws of the United States.

(b) Lender has a valid, binding and subsisting agreement with Artist pursuant to which Artist is obligated to render services exclusively to Lender for a term extending at least until the completion of all services required of Artist under this Agreement, and that, by the terms of such agreement, Lender has the right to enter into this Agreement and to grant to Company any and all of the services and rights set forth herein; and to the extent required by law, Lender has workers' compensation insurance covering Artist and will maintain the same at all times while Artist is rendering services hereunder.

(c) Lender and Artist are not subject to any conflicting obligation or disability which will or might prevent or interfere with the execution and full performance of this

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Agreement by Lender and Artist. Lender and Artist shall not authorize any action which will or might interfere with Lender's or Artist's performance under this Agreement.

(d) Neither Lender nor Artist has entered into any agreement (written or oral, implied or express) with any third party which relates to the Picture or the production of the Picture nor have they made any promises to any third party in connection with the Picture or the production of the Picture.

(e) All materials directed, created, submitted or suggested by Artist hereunder shall be wholly original with Artist except for minor or incidental materials in the public domain or materials furnished by Company to Artist for inclusion in the Picture, and shall not (nor shall the exploitation by Company thereof) infringe upon or violate any right of any kind or nature whatsoever of any person or entity.

12. **INDEMNITY:**

(a) **General:** Lender and Artist shall indemnify and hold harmless Company, its parent, subsidiaries, successors, licensees and assigns and any of their respective agents, employees or representatives against any and all liability, damages, costs and expenses, including, without limitation, reasonable outside attorneys' fees and costs, in connection with any third party claim or action arising out of the breach or alleged breach of any of Lender's or Artist's representations, warranties, agreements, undertakings or certifications herein.

(b) **Notice of Claim/Control:** Company and Lender shall, upon presentation or institution of any claim or action covered by the foregoing indemnity, promptly notify the other of the claim or action, giving the details thereof. All aspects of the defense of such claims or actions, whether as part of any litigation, negotiation or otherwise (including, without limitation, any decision regarding settlement), shall be controlled by Company. Company shall be free to use counsel of Company's choice in connection therewith. Company's control shall not diminish Artist's and Lender's obligations under Paragraph [12\(a\) above](#). Lender and Artist shall cooperate in the defense of any claim or action for which indemnification is provided hereunder and shall have the right (at Artist's expense) to have counsel present in connection therewith, provided such counsel fully cooperates with Company's counsel and does not interfere with the reasonable handling of the claim or action by Company.

(c) **Kickstarter:** Provided Lender and Artist complete the production services required under this Agreement, including participation in the donor interviews and provided further that Lender and Artist are not in uncured breach of this Agreement, Company shall indemnify Lender and Artist for any claim related to the Kickstarter rewards.

13. **COMMITMENTS TO OTHERS:** Neither Lender nor Artist shall have any right or authority to and shall not employ any person in any capacity, nor contract for the purchase or rental of any article or material, nor make any commitment, agreement or

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obligation whereby Company shall be required to pay any monies or other consideration (including, without limitation, the appearance or inclusion of any item, product or person in the Picture) without Company's prior written consent in each instance.

14. **FORCE MAJEURE, DISABILITY OR DEFAULT:**

(a) Force Majeure: If the pre- production, production or post-production of the Picture is interrupted, disrupted or prevented by matters beyond the control of Company ("Force Majeure Events"), including, without limitation, any act of God (including, but not limited to, floods, fires and earthquakes) acts of terrorism, wars, riots, labor disputes (inclusive of strikes, walk-outs, lock-outs or other disputes), governmental action, the death, illness or incapacity, the breach of contract of any person or entity (other than Lender or Artist) furnishing services or granting rights in connection with the Picture, Company's inability to obtain customary insurance at normal rates, Company shall have the right to automatically suspend and extend Artist's services and compensation, and any time periods hereunder, for the duration of any such Force Majeure Event and the period reasonably required by Company thereafter to resume development, pre-production, production or post-production of the Picture. If any such suspension (other than one arising from a labor dispute) shall last longer than eight (8) weeks, Lender shall have the right to terminate Lender's engagement hereunder on written notice to Company; provided that Company shall have the right to reinstate Artist's services within ten (10) days after Company's receipt of Lender's written notice of termination by ending the suspension and recommencing applicable payments to Lender. If Artist's services are terminated for a Force Majeure Event, Company shall retain its sole and exclusive ownership of the results and proceeds of Artist's services and any and all of Company's rights hereunder. The compensation, if any, theretofore accrued to Lender under this Agreement shall be deemed payment in full of the compensation payable to Lender hereunder.

(b) Disability: If Artist is unable to fully perform Artist's services hereunder, whether due to death, illness, or incapacity, Company shall have the right to suspend and extend Artist's services, and the running of any time periods hereunder during the occurrence of such inability and for such a period of time thereafter as Company reasonably requires to resume the use of Artist's services. If such disability continues for a period of four (4) consecutive days, or seven (7) days in the aggregate, Company shall have the right to terminate Artist's services hereunder. In such event, Company shall retain its sole and exclusive ownership of the results and proceeds of Artist's services and any and all of Company's other rights hereunder. The compensation, if any, theretofore accrued to Lender under this Agreement shall be deemed payment in full of the compensation payable to Lender hereunder.

15. **INSURANCE:** Company shall have the right, but not the obligation, to apply for and take out, at Company's expense, errors and omissions or other insurance in any amount Company deems necessary to protect Company's interest hereunder. Lender and Artist agree to assist Company in obtaining such insurance and will itself and will

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cause Artist to truthfully complete and sign any applications or other documents reasonably required.

16. **NO OBLIGATION TO PROCEED:** Notwithstanding any other provision of this Agreement, Company shall have no obligation to produce, release, distribute or otherwise exploit the Picture, or to exercise any or all of Company's rights hereunder or to maximize revenues.

17. **ASSIGNMENT:** Company may assign, license and delegate this Agreement (in whole or in part) to any person or entity. Company may assign and/or license any of its rights to the results and proceeds of Artist's services and if Artist has elected to receive the Directing credit, to use Artist's name, likeness and biographical data, and all of Artist's representations and warranties hereunder, to any person or entity whatsoever. This Agreement and any or all of said rights, obligations, options, privileges and/or services shall inure to the benefit of, and may in turn be freely licensed or assigned by, any such assignee, successor, transferee or delegate. In the event of any assignment, license or delegation of this Agreement or of Company's rights hereunder or any lending of Artist's services, Company shall be released from all of its further obligations to Lender and Artist hereunder. The services to be rendered by Artist hereunder are personal to Artist and of the essence of this Agreement. Neither this Agreement nor any of Lender's or Artist's rights or obligations hereunder may be assigned, delegated or otherwise transferred.

18. **NOTICES/PAYMENTS:** Unless otherwise provided hereunder all notices shall be in writing, and shall be sent to the addresses set forth below (subject to changes of which the parties are notified in writing). Notices shall be given by personal delivery, overnight courier, facsimile or by registered or certified mail (postage prepaid), and shall be deemed given on the date delivered or emailed, one (1) business day after a notice is sent by overnight courier, or three (3) business days after the date mailed. The time to respond to notices given during the week in between Christmas Eve and New Year's Day shall be tolled until five (5) business days following New Year's Day. Payments shall be made by check payable to the order of Lender and sent to the below address. All payments shall be deemed made when placed in U.S. mail, or sent by courier or messenger. Until further notice, the addresses of the parties shall be as follows:

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LENDER/ARTIST

Westpaw Films, Inc.

\_\_\_\_\_

Attn: \_\_\_\_\_

Telephone:(\_\_\_\_\_)

Email:(\_\_\_\_\_)

With a copy to:

Mavronicolas, Mueller & Dee LLP

950 3<sup>rd</sup> Avenue, 10<sup>th</sup> Floor

New York, NY 10022

Attn: Gregori Mavronicolas, Esq.

Telephone:(646-484-9569)

Email:([gmavronicolas@mavrolaw.com](mailto:gmavronicolas@mavrolaw.com))

COMPANY

Iconoscope Films, LLC

16 Ocean Parkway, #C20

Brooklyn, NY 11218

Attn: Andrew Pascal

Telephone:(\_\_\_\_\_)

Email:(\_\_\_\_\_)

With a copy to:

Adam B. Kagan, Esq.

522 Third Avenue

Pelham, NY 10583

Attn: Adam B. Kagan, Esq.

Telephone:(917-559-3639)

Email:([adam@kaganco.com](mailto:adam@kaganco.com))

19. **MUSIC:** Lender and Artist represent that the Picture as delivered will not contain any musical composition or performance of a musical composition in which Lender and/or Artist, or any company of which Lender and/or Artist is a principal, has or shall have a financial interest.

20. **CONFIDENTIALITY/PUBLICITY:** Neither Lender nor Artist shall without Company's prior written approval, (i) issue or authorize the publication of any news story, publicity or publicity materials relating to the Picture, Artist's services hereunder, or Company, (ii) disclose any confidential information regarding Company or the Picture (including, but not limited to, the screenplay or other material, the release plan, the budget, or the terms of any contracts), or (iii) encourage any other individual to do any of the foregoing; provided, however, Lender and/or Artist may issue personal publicity primarily concerning Artist in which the Picture, Company or any officers or employees of Company are mentioned incidentally, so long as such references are not derogatory or knowingly false and do not contain any confidential information. Company, Lender and Artist agree not to make any derogatory or knowingly false statements concerning the Picture, Company, Lender, Artist or any officers or employees of Company and/or Lender.

21. **DVD:** Provided that the Picture is directed by Artist and that neither Lender nor Artist is in default hereunder, Company shall furnish to Artist, at Company's sole cost (a) ten (10) DVD's of the Picture, if and when the same is manufactured and commercially available and (b) one (1) digital master.

22. **PREMIERE:** Company shall invite Artist to one (1) U.S. premiere of the Picture,

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**Deleted:** If Lender and Artist perform all services required hereunder and are not in breach of any terms hereof,

if any. If such premiere takes place at a Location and Artist attends, Lender shall be responsible for Artist's costs of attendance.

23. **GOVERNING LAW/DISPUTE RESOLUTION:** The laws of the State of New York applicable to contracts signed and to be fully performed within the State of New York shall apply to this Agreement. All controversies, claims or disputes between the parties to this Agreement arising out of or related to this Agreement or the interpretation, performance or breach thereof, including, but not limited to, alleged violations of state or federal statutory or common law rights or duties, and the determination of the scope or applicability of this agreement to arbitrate ("Dispute"), except as set forth in subparagraphs (b), and (c) below, shall be resolved according to the procedures set forth in subparagraph (a), below, which shall constitute the sole dispute resolution mechanism hereunder:

(a) **Arbitration:** All Disputes shall be submitted to final and binding arbitration. The arbitration shall be initiated and conducted according to the IFTA Arbitration Rules and Procedures in effect at the time the request for arbitration is made (the "Arbitration Rules"). The arbitration shall be conducted in New York County before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The arbitrator shall follow New York law and the Federal Rules of Evidence in adjudicating the Dispute. The parties waive the right to seek punitive damages and the arbitrator shall have no authority to award such damages. The arbitrator will provide a detailed written statement of decision, which will be part of the arbitration award and admissible in any judicial proceeding to confirm, correct or vacate the award. Unless the parties agree otherwise, the neutral arbitrator shall be experienced in matters involving the entertainment industry. Judgment upon the award may be entered in any court of competent jurisdiction. The party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable, outside attorneys' fees, incurred in enforcing the award, to be paid by the party against whom enforcement is ordered.

(b) **Other Matters/Jurisdiction and Venue:** Any Dispute or part thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of this Agreement), that may not be arbitrated pursuant to applicable law may be heard only in a court of competent jurisdiction in New York County. The parties hereby submit to the exclusive jurisdiction and venue of the local, state and federal courts located in New York County.

24. **MISCELLANEOUS:**

(a) **Entire Understanding; Severability; Counterparts:** This Agreement expresses the entire understanding of the parties hereto and replaces any and all former agreements or understandings, written or oral, relating to the subject matter hereof. Each of Lender and Artist hereby acknowledges that no representation or promise not expressly contained in this Agreement has been made by Company or any of its officers, employees, agents or representatives. Paragraph headings are for the convenience of the parties only and shall have no legal effect whatsoever. This Agreement may not be modified except by a written instrument signed by all parties hereto. Nothing herein

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contained shall be construed so as to require the commission of any act contrary to law, and if there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance, regulation or provision of any applicable collective bargaining agreement contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event, the provision of this Agreement affected shall be curtailed and limited only to the extent necessary to make it consistent with such legal requirements or provisions. This Agreement may be signed in counterpart, each of which shall be deemed an original, but all of which together shall constitute the Agreement.

(b) Joint and Several Liability: If a party to this Agreement consists of more than one person or entity, the obligations of such party hereunder shall be joint and several between and among such persons and entities, such that each such person or entity shall be fully responsible for such party's full performance of all of its obligations under this Agreement.

(c) No Partnership Between Parties: Nothing in this Agreement shall be deemed to create any association, partnership, joint venture or agency relationship between Company on the one hand and Lender and Artist on the other. It is specifically understood that Lender shall perform Lender and Artist's obligations hereunder as an independent contractor without the ability to bind Company in anyway. Each party is responsible for all the persons or entities that it employs or retains.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Westpaw Films, Inc.  
\_\_\_\_\_

Iconoscope Films, LLC.  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## INDUCEMENT LETTER

May 30 2013

Westpaw Films, Inc.  
476 Sterling Place, #2A  
New York, NY 11238

"Artist" Anthony Savini

"Picture" *Dungeons and Dragons, a documentary*

Gentlemen:

Reference is made to the agreement, dated as of May 30 2013 (the "Agreement"), between Westpaw Films, Inc ("Lender") for the services of Anthony Savini ("Artist") and you in connection with the motion picture tentatively titled " *Dungeons and Dragons, a documentary*" (the "Picture").

As an inducement to you to enter into the Agreement and as a material part of the consideration to you for so doing, I hereby represent, warrant and agree as follows:

1. I have heretofore entered into an agreement (the "Employment Agreement") with Lender covering the rendition of my services for Lender, and Lender has the right and authority to enter into the Agreement.

2. I am familiar with all of the terms, covenants, and conditions of the Agreement and consent to its execution, I shall perform and comply with all of the terms, covenants, and conditions of the Agreement on my part to be performed and complied with, even if the Employment Agreement should hereafter expire, be terminated (whether by myself or by Lender) or be suspended; the representations and warranties of Lender contained in the Agreement are true and complete; and I have granted to Lender all of the rights granted by Lender to you under the Agreement.

3. I am under no obligation or disability by law or otherwise which would or might prevent or restrict me from performing and complying with all of the terms, covenants and conditions of the Agreement on my part to be performed or complied with.

4. I will look solely to Lender and not to you for all compensation and other remuneration for any and all services which I may render and all rights which Lender may grant to you under the Agreement.

<sup>S</sup> If Lender should be dissolved or should otherwise cease to exist or for any reason whatsoever should fail, be unable, neglect or refuse to perform and observe each

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and all of the terms covenants, conditions or other obligations of the Agreement requiring performance or compliance on its part, I shall at your election be employed directly by you and, in addition, I shall perform and observe each and all of the terms, covenants, conditions and other obligations of the Agreement upon the terms and conditions stated therein.

6 In the event of a breach or threatened breach of the Agreement by Lender or by me, you may join me in any action against Lender without being first required to resort to or exhaust any rights or remedies against Lender.

Very truly yours,

\_\_\_\_\_  
Anthony Savini

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Exhibit A

Approved Production Budget dated:

D&D Doc Budget (10/01/2012)  
Hold Lines  
(25 Day Shoot, Travel Days Included)

	<b>Total</b>
<b>Production Insurance:</b>	
50 Days Domestic (Annually)	\$5,000
<b>Personnel:</b>	
Camera/Sound/Lighting Utility Person x 50 Days @ \$100/Day Flat	\$5,000
<b>Equipment Rental:</b>	
Expendables allow \$1,200	\$1,200
<b>Domestic Air Transportation:</b>	
(5) R/T Economy Class x (4) Tickets @ \$650	\$13,000
(5) R/T Personal Baggage Fees x (2) Tickets @ \$250	\$2,500
<b>Domestic Ground Transportation:</b>	
(7) 5-Day Rental van @ \$850/5-Day Rental	\$6,300
(7) 5-day Supplemental Insurance Coverage @ \$50/Day	\$1,750
(7) 5-Day Fuel Expense (100 mi/day avg) @ 12mi/gal @ \$4/gal	\$1,167
Ground Transportation	\$2,500
<b>Domestic Hotel Expense:</b>	
4-Rooms x (5) Nights x (6) Separate Stays (\$110/night, tax incl)	\$13,200
Domestic Crew Meals	\$5,000
<b>Domestic Misc Expenditures:</b>	
(7) Trips x \$300/Trip	\$2,100
<b>Post Production Needs:</b>	
Post-Prod Coordinator (Alex Gutenmakher) (Amortized over 12 months)	\$5,000
Marketing & Promo	\$5,000
Archival Footage	\$20,000
DitB John Kentner	\$15,000
Archival Coordinator (Mathew Shoemaker) (Amortized over 12 months)	\$5,000
Music Composer	\$5,000
Editor Off-line 20 weeks	\$20,000
Kickstarter Rewards	\$30,000
Kickstarter Rewards Coordinator (Erika) (Amortized over 12 months)	\$5,000
Post Prod/Mastering /Title & Crawls/Supplemental Materials/DCP	\$25,000
<b>Grand Total:</b>	<b>\$193,717</b>
<b>Funded:</b>	<b>\$195,480</b>
<b>Less Kickstarter 10% Fee</b>	<b>(\$19,548)</b>
<b>Remaining Funds</b>	<b>\$175,932</b>
<b>Addl KS income</b>	<b>\$2,785</b>
<b>Funds on hand (Oct,1,2012)</b>	<b>\$178,717</b>
<b>(over)/under</b>	<b>(\$15,000)</b>

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Exhibit B

APPROVED PRODUCTION SCHEDULE

The following items shall be completed on the dates set forth below.

Logging Period: Ends 10 days after transcribers (5) hired, but not later than June 21, 2013

Structure Period: 10 days after transcribers complete transcription, but not later than July 5, 2013

Offline Rough Cut: July 31, 2013

Offline Fine Cut: August 23, 2013

Online Fine Cut: October 21, 2013

Picture Lock: November 18, 2013

Final Delivery: December 2, 2013

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**FOOTAGE LICENSE AGREEMENT**

Made this \_\_\_\_\_ day of June 2013, by and between Westpaw Films Inc, a New York Corporation located at (“Owner”) and Iconoscope Films LLC (“Company”).

WHEREAS, Owner makes footage available for limited license to film and video Companys; and

WHEREAS, Company wishes to acquire rights to use certain footage, as described in Schedule I attached hereto and incorporated herein (the “Footage”), from Owner under the terms and conditions set forth below, in connection with the Picture and exploitation of the motion picture project presently entitled “Dungeons and Dragons, a Documentary” (the “Picture”).

NOW THEREFORE, Owner and Company agree as follows.

1. License: For good and valuable consideration, as more fully set forth in Schedule I, Owner hereby expressly grants to Company an exclusive, non-transferable license to use the footage in whole or in part as incorporated in the Picture, the DVD extras and/or any Kickstarter rewards only.

2. Representations and Warranties: Owner hereby represents, warrants and agrees that (i) Owner has the full right and authority to enter into this Agreement and to grant the rights granted hereunder; (ii) Owner is not subject to any obligation or disability which will or might prevent or interfere with the full completion and performance of all the material obligation and conditions to be kept and performer by Owner hereunder; (iii) Company’s exercise of the rights granted hereunder will not violate or infringe upon the copyright or artistic and/or other rights of any third parties;

4. Remedies: Owner’s rights and remedies in the event of any breach or alleged breach of this Agreement by Company will be limited to the right, if any, to recover monetary damages in an action at law, and in no event will Owner be entitled by reason of any such breach or alleged breach to terminate this Agreement or to seek any equitable remedy including without limitation any equitable remedy which would enjoin, restrain or otherwise hinder the production, distribution, exhibition, advertising or any other means or exploitation of the Picture, or any subsidiary or ancillary rights in connection therewith.

6. Governing Law: The Agreement shall be construed in accordance with the laws of the State of New York applicable to agreements which are executed and fully performed with the State of New York.

7. Entire Agreement: This Agreement constitutes the entire agreement

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between the parties hereto and supersedes all prior agreements representations and warranties, both oral and written, if any, made with respect to the subject matter hereof. This Agreement may be amended only by written agreement executed by both of the parties hereto.

**IN WITNESS WHEREOF, Owner and Company have executed this Agreement as of the date first written above.**

WESTPAW FILMS INC  
("Owner")

\_\_\_\_\_  
Name:  
Title:

ICONOSCOPE LLC  
("Company:)

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By:  
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