

Exhibit D
Kagan Affirmation

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into by and between Iconoscope Films LLC, a New York limited liability company, James Sprattley (“Sprattley”), and Michael A. Pascal (“Pascal”) (Iconoscope Films LLC, Sprattley, and Pascal collectively referred to as “Iconoscope”) and Westpaw Films Inc., a New York corporation, and Anthony Savini (“Savini”) (Westpaw Films Inc. and Savini collectively referred to as “Westpaw”) (Westpaw and Iconoscope collectively referred to as the “Parties”).

WHEREAS, the Parties have undertaken to produce a documentary film presently entitled “*Dungeons and Dragons, a documentary*” (the “Project”) and have invested significant resources to date toward that end; and

WHEREAS, the Project remains a work in progress and various disagreements have arisen preventing the Parties from further productive collaboration (the “Dispute”); and

WHEREAS, the Project has been partially crowd-funded in the amount of \$180,587 through Kickstarter Inc., of which \$82,347 remains available for completion of the Project and fulfillment of rewards promised and outstanding to Kickstarter funders (the “Kickstarter Funds”); and

WHEREAS, the Parties are interested and able to resolve their Dispute and have negotiated in good faith for that purpose; and

WHEREAS, the Parties have reached an agreement to settle the Dispute in principal.

IT IS HEREBY STIPULATED AND AGREED, for and in consideration of the mutual promises and releases and other good and valuable consideration provided for herein, the

undersigned Parties hereby make a full and final settlement of the Dispute, subject to the following terms and conditions:

1. **Footage Quitclaim.** Iconoscope acknowledges and agrees that, for the express benefit of Westpaw, its representatives, licensees, successors and assigns, Iconoscope has no claim to or interest in any of the video or audio footage related to the Project, including but not limited to footage related to the interview of Robert Kuntz. Iconoscope agrees to relinquish ownership, possession and control of any such audio and video footage to Westpaw.

2. **Project Ownership.** Westpaw shall complete the Project in good faith, and shall have full creative control thereof. Westpaw Films Inc. and Iconoscope Films LLC will each own 50% of the Project, provided that Westpaw shall have the option to sell up to 30% total equity in the Project by diluting each Parties equity interests up to 15% each on an equal basis. Any sale of more than 30% of the equity in the Project by Westpaw shall come from entirely from its remaining 35% interest in the Project.

The Parties' equity interest in the Project shall entitle them to Net Proceeds, if any, defined as follows: "Net Proceeds" as used herein, shall mean any and all monies and revenues received in connection with the Project actually received by Westpaw from the exploitation of the Project after deducting all related costs and expenses and taxes, including but not limited to all such costs, deferments and obligations related to the financing, production, post-production and distribution of the Project.

The Parties acknowledge and agree that there is no guarantee that the Project will be completed and distributed, or if the Project is produced, that the proceeds of the Project shall be sufficient to generate any compensation. Nothing contained herein shall be construed to obligate Westpaw to take any action to maximize revenues.

Westpaw shall provide a statement of expenses to Iconoscope, upon request, but not more than bimonthly until the completion of post-production. After the Project is 'locked' (as such term is understood in the documentary production industry) Westpaw shall provide a statement of expenses to Iconoscope semi-annually, upon request. All statements shall be deemed true and accurate and conclusively binding upon Iconoscope if not disputed by Iconoscope in writing within one (1) year after the delivery of such statement. Iconoscope shall have the right to appoint a certified public accountant at its sole cost to audit Westpaw related to the Project once per year, during normal business hours and upon at least ten (10) days written notice to Westpaw. If any such audit reveals an underpayment to Iconoscope of 10% or greater in amounts otherwise shown to have been payable to Iconoscope, Westpaw will reimburse Iconoscope the reasonable costs of such audit.

3. **Kickstarter.** The goodwill and benefit associated with all expenditures to date of Kickstarter Funds will be delivered by Iconoscope to Westpaw. Iconoscope agrees to fulfill any and all outstanding Kickstarter rewards, except rewards relating to film credits and website production, and shall retain \$32,000 of the balance of Kickstarter Funds for such purpose. Iconoscope shall account for the expenditure of such funds in fulfillment of outstanding Kickstarter rewards (except rewards relating to film credits and website production) and agrees to return any unused or unaccounted for funds upon complete fulfillment of its Kickstarter obligations; provided that, if fulfillment of any awards is contingent upon completion of the Project and the Project is not completed with fifteen (15) months of the date of this agreement, then such remaining funds shall be transferred to Westpaw and Westpaw shall assume responsibility of fulfillment of such outstanding rewards.

Iconoscope shall immediately transfer the Kickstarter Funds balance of \$50,347 to Westpaw for completion of the Project through draft made to its attorneys “Mavronicolas, Mueller & Dee LLP as attorneys” to the attention of Peter C. Dee, Esq. at the business address of the firm located at 950 Third Avenue, 10th Floor, New York, New York 10022, or by wire transfer as follows:

Account Name: Mavronicolas Mueller & Dee LLP
Bank Name: Citibank N.A.
Account No: 9982175061
Routing No: 021000089
Bank Address: 339 Park Avenue, New York, New York 10021

4. **Credits.** Iconoscope will receive Executive Producer credits on the completed Project.

5. **Posters.** Of the 600 posters created for the Project, Westpaw shall receive 10 of each (20 total). Iconoscope will sell the remainder, of which Westpaw shall receive 20% of the net proceeds from the poster sales (i.e. the documented cost of fulfilling the orders is deducted from the gross sales) on a semi-annual basis. Westpaw agrees not to sell the posters below Iconoscope’s suggested retail price.

6. **Website / Social Media.** Westpaw shall handle the website and social media related to the Project.

7. Iconoscope shall provide a list of the Kickstarter donors to Westpaw, as well as contact information for other individuals entities related to the Project as reasonably requested by Westpaw, to the extent that it has such information.

8. The Parties, in return for the consideration referenced herein, hereby release and forever discharges each other of and from any and all claims, demands, obligations, actions,

causes of action, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, in any way growing out of, or which are the subject of, or which relate, pertain to, or arise out of the Project or Dispute, up to and including the date of this Settlement Agreement.

9. Nothing in this Settlement Agreement shall be construed as an admission or concession of liability whatsoever by any of the Parties.

10. This Settlement Agreement may be signed in counterparts and photocopied and facsimile signatures shall be effective as original signatures for all purposes.

11. This Settlement Agreement shall be governed by, and construed in accordance with, the laws of the State of New York and the Parties shall submit to the jurisdiction of the courts in the State of New York solely for the purposes of enforcing this Settlement Agreement, the Promissory Note and the Personal Guaranty.

Dated: October ____, 2013

SIGNATURE PAGE TO FOLLOW

Westpaw Films, Inc.

By: _____

Its: _____

Iconoscope Films, LLC.

By: _____

Its: _____

And, individually:

Anthony Savini

James Sprattley

Michael A. Pascal