

EXHIBIT A

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into by and between Iconoscope Films LLC, a New York limited liability company, (“Iconoscope”) and Westpaw Films Inc., a New York corporation, (“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 donors (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 this agreement to settle the Dispute.

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 quitclaims its interest in the video or audio footage related to the Project created prior to the date hereof, including but not limited to footage of the interview of Robert Kuntz (the "Footage"). Iconoscope agrees to promptly deliver Footage created for the Project to Westpaw upon execution of this Agreement. Iconoscope also agrees to promptly deliver all releases already executed including but not limited to location releases and appearance releases for Iconoscope.

2. **Project Ownership.** Westpaw shall complete the Project in good faith, and shall have full creative and business control thereof. Westpaw Films Inc. and Iconoscope Films LLC will each own 50% of the equity in the Project, provided that Westpaw shall have the option, upon notice to Iconoscope as to the amount and identity of such investor, to sell up to 35% total equity in the Project to an unrelated third party by diluting each Parties' equity interests up to 17½ % each on an equal basis. Any sale of more than 35% of the equity in the Project by Westpaw to an unrelated third party shall come entirely from its remaining interest in the Project.

Westpaw shall indemnify and hold harmless Iconoscope 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 Westpaw's production and exploitation of the Project. Westpaw shall further list Iconoscope as an additional insured on its Errors and Omissions insurance policy if it acquires such a policy for the Project. As a condition to the foregoing, Iconoscope agrees to provide written notification to Westpaw of any

and all cease and desist demands, promises, obligations, other legal notices or demands, disputes related to the Project, within forty-eight (48) hours of its actual receipt of same.

The Parties' equity interest in the Project shall entitle them to Net Proceeds of the Project, 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 any and all sources and uses from the exploitation of (i) the Project, for the duration of the Project copyright and any extensions thereof, and (ii) the Footage, for the duration of the earlier of eleven (11) years from the date the film is first distributed to the public or twelve (12) years and three (3) months from the date of this Agreement; after deducting all costs, expenses and taxes, directly attributable to additional non-kickstarter financing, production, post-production and distribution of the Project. The pre-existing Kickstarter Funds, budget items already paid from the pre-existing Kickstarter funds and Iconoscope's attorney's fees in connection with the Dispute shall not be deducted in the calculation of Net Proceeds. In addition, the budget for the Project shall not include any line items for the producing or directing services of the Parties. Westpaw may compensate itself and/or its principals for the use of its personal equipment at the market rental rate for such equipment including but not limited to the following:

1. Camera package - \$1000 a day/\$3000 a consecutive week
2. Lighting package - \$200 a day - \$600 a consecutive week
3. Sound package - \$200 a day - \$600 a consecutive week

The Parties agree that in no event shall Westpaw compensate itself more than \$5,000 for the rental of equipment and only if such equipment is actually used.

If Westpaw finds a reasonably viable manner to complete the Project as a non-profit organization, via a 501(c)3 or by working with a fiscal sponsor, Westpaw and Iconoscope

both agree to negotiate in good faith and that any form of compensation to the Parties will be equal to each other, but in no event less than the Net Proceeds Iconoscope is entitled to hereunder. Notwithstanding the foregoing, if in such a non-profit structure, Westpaw desires to reduce its share of Net Proceeds below the share provided under this Agreement, it may do so as long as Iconoscope remains entitled to its share of Net Proceeds (i.e. 50% reducible pro-rata to not less than 32.5%).

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 Net Proceeds. Notwithstanding the foregoing, Westpaw shall use reasonable efforts to complete the Project and take all actions to maximize revenues.

Westpaw shall provide a statement of income and expenses as well as a factually accurate description of the status of the Project, to Iconoscope, upon written request, but not more than quarterly 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 factually accurate description of the status of the distribution of the Project as well as a statement of income and expenses together with any payments to be made in connection therewith, to Iconoscope semi-annually, upon written request. All statements shall be deemed true and accurate and conclusively binding upon Iconoscope if not disputed by Iconoscope in writing within one 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 in addition to the amount of such underpayment. Westpaw shall have the right to dispute any such audit with a certified public accountant of his choosing, at its sole cost and expense which shall not be deductible from Net Proceeds.

3. **Kickstarter.** Iconoscope will use good faith efforts to deliver the remaining available goodwill and benefit associated with all expenditures to date of Kickstarter Funds to Westpaw. Notwithstanding the foregoing, the Parties acknowledge and agree that such goodwill may be with third parties who are not subject to this Agreement. Iconoscope agrees to fulfill any and all outstanding Kickstarter rewards and shall defend, indemnify, and hold Westpaw harmless for same, except Iconoscope shall not be responsible for fulfilling and shall not indemnify Westpaw for rewards relating to film credits, project updates, director interviews (via Skype or the like) and website production, and Iconoscope 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, project updates, director interviews (via Skype or the like) and website production) and agrees to forward any unused or unaccounted for funds upon complete fulfillment of its Kickstarter obligations with the express purpose of such unused funds to be used in connection with the production, post-production and distribution of the Project; 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 and shall indemnify Iconoscope for same.

Iconoscope shall immediately transfer the Kickstarter Funds balance of \$50,347 to Westpaw for completion of the Project through draft made to Westpaw Films, Inc. to the attention of Peter C. Dee, Esq. at Mavronicolas Mueller & Dee LLP, 950 Third Avenue, 10th Floor, New York, New York 10022.

4. **Credits.** Andrew Pascal and James Sprattley will receive shared Executive Producer credits on-screen in main titles of the completed Project on all copies of the Project and in all places Anthony Savini receives credit, including, but not limited to, packaging for the Project and all paid advertisements. Such credits shall be in no less than second position, on a most favored nations basis as to size, type, placement and duration to other Executive Producers on the Project.

5. **Posters.** Of the 600 posters created for the Project, Westpaw shall receive 10 of each (20 total). Iconoscope will use 85 posters to fulfill existing Kickstarter reward obligations and sell the remainder, from 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. For greater clarity, no share shall be due to Westpaw for any poster distributed as part of an existing Kickstarter reward. Further, Iconoscope agrees to promptly

deliver to Westpaw the banner as well as the 2012 Gencon D&D poster signed by the artists.

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 and entities related to the Project as reasonably heretofore requested by Westpaw, to the extent that it has such information.
8. Iconoscope shall receive two (2) tickets to the NY or LA premiere of the Project. Such tickets shall admit the individual plus one (1) guest.

9. **CONFIDENTIALITY/PUBLICITY:** Neither party shall, without the other Party's prior written approval, (i) issue or authorize the publication of any news story, publicity or publicity materials relating to the other Party's involvement in the Project, the other Party's services hereunder, or the other Party, (ii) make any derogatory or knowingly false statements concerning the Project, the other Party or any officers or employees of such Party, (iii) disclose any confidential information regarding Project, or (iv) encourage any other individual to do any of the foregoing; provided, however, Westpaw may issue general publicity concerning the Project, as long as such references are not derogatory or knowingly false and do not contain any confidential information.

10. **ASSIGNMENT:** Neither party may assign, license or delegate its obligations under this Agreement, in whole or in part. Notwithstanding the foregoing, nothing contained in this section shall prevent Westpaw from engaging or hiring the crew it deems necessary to complete the Project, so long as any such crew complete deal memos stipulating that their work

on the Project was completed as a 'work made for hire' under US Copyright Law.

11. 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.

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

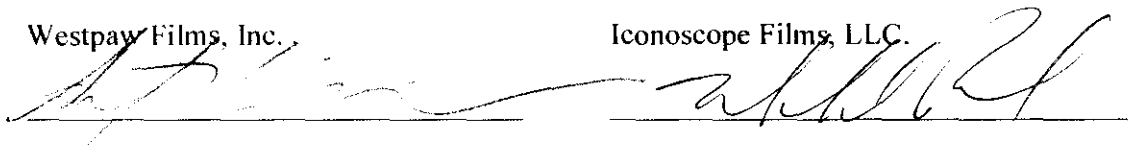
13. This Settlement Agreement may be signed in counterparts and photocopied, PDF and facsimile signatures shall be effective as original signatures for all purposes. This Settlement Agreement shall be governed by, and construed in accordance with, the laws of the United States and the State of New York. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the IFTA in accordance with its then existing Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator chosen by both parties but if both parties cannot agree, a single arbitrator experienced in Entertainment Industry dispute resolution shall be appointed by the IFTA as per its existing arbitration rules. The arbitrator(s) shall be experienced in entertainment law. The place of arbitration shall be New York, NY. The arbitration shall be governed by the laws of the State of

New York. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The award of the arbitrator shall be accompanied by a reasoned opinion.

Dated: December 5, 2013

Westpay Films, Inc.

Iconoscope Films, LLC.

Handwritten signatures of Anthony Salem and Michael Andrew Pascal, each written over a horizontal line.

By: ANTHONY SALEM
Its: CEO

By: MICHAEL ANDREW PASCAL
Its: CO-PRESIDENT