

Fill in this information to identify the case:Debtor Village Roadshow Pictures Entertainment Inc.United States Bankruptcy Court for the: _____ District of Delaware
(State)Case number 25-10488**Modified Official Form 410
Proof of Claim****12/24**

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

| | | |
|--|--|--|
| 1. Who is the current creditor? | <u>Raj Balu</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____ | |
| 2. Has this claim been acquired from someone else? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____ | |
| 3. Where should notices and payments to the creditor be sent? | Where should notices to the creditor be sent? <u>See summary page</u> Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Contact phone <u>310-866-8617</u> Contact email <u>Bradley@garrett-legal.com</u> (see summary page for notice party information) Uniform claim identifier (if you use one): _____ | Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____ |
| 4. Does this claim amend one already filed? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY | |
| 5. Do you know if anyone else has filed a proof of claim for this claim? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____ | |



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____

7. How much is the claim? \$ 5000. Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
See summary page

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature or property:
☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/17/2025
MM / DD / YYYY

/s/Raj Balu
Signature

Print the name of the person who is completing and signing this claim:

Name Raj Balu
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address Bradley Garrett, Esq., Garrett Legal, P.C., 468 N. Camden Drive, 2nd Floor, Beverly Hills, CA, 90210

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 526-6865 | International (781) 575-2076

| | | | | |
|---|---|----------------------------------|--|--|
| Debtor: 25-10488 - Village Roadshow Pictures Entertainment Inc. District: District of Delaware | | | | |
| Creditor: Raj Balu Attn Bradley Garrett Bradley Garrett, Esq. Garrett Legal, P.C. 468 N. Camden Drive, 2nd Floor Beverly Hills, CA, 90210 Phone: 310-866-8617 Phone 2: Fax: Email: Bradley@garrett-legal.com | Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement: | | | |
| | Has Related Claim: No Related Claim Filed By: | | | |
| | Filing Party: Creditor | | | |
| | | | | |
| Disbursement/Notice Parties: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"> Raj Balu 1318 1/2 Havenhurst Drive #17 West Hollywood, CA, 90046 Phone: Phone 2: Fax: E-mail: editpicture@yahoo.com </td> <td style="width: 50%;"> Raj Balu 1318 1/2 Havenhurst Drive #17 West Hollywood, CA, 90046 Phone: Phone 2: Fax: E-mail: editpicture@yahoo.com </td> </tr> </table> | | | Raj Balu 1318 1/2 Havenhurst Drive #17 West Hollywood, CA, 90046 Phone: Phone 2: Fax: E-mail: editpicture@yahoo.com | Raj Balu 1318 1/2 Havenhurst Drive #17 West Hollywood, CA, 90046 Phone: Phone 2: Fax: E-mail: editpicture@yahoo.com |
| Raj Balu 1318 1/2 Havenhurst Drive #17 West Hollywood, CA, 90046 Phone: Phone 2: Fax: E-mail: editpicture@yahoo.com | Raj Balu 1318 1/2 Havenhurst Drive #17 West Hollywood, CA, 90046 Phone: Phone 2: Fax: E-mail: editpicture@yahoo.com | | | |
| Other Names Used with Debtor: | Amends Claim: No Acquired Claim: No | | | |
| Basis of Claim: Unpaid amount for second 18 month option period, per screenplay option agreement. | Last 4 Digits: No | Uniform Claim Identifier: | | |
| Total Amount of Claim: 5000 | Includes Interest or Charges: No | | | |
| Has Priority Claim: No | Priority Under: | | | |
| Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No | Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured: | | | |

Submitted By:

Raj Balu on 17-Jul-2025 10:01:11 a.m. Pacific Time

Title:**Company:****Optional Signature Address:**

Bradley Garrett, Esq.

Garrett Legal, P.C.

468 N. Camden Drive, 2nd Floor

Beverly Hills, CA, 90210

Telephone Number:**Email:**

VILLAGE ROADSHOW PICTURES ENTERTAINMENT INC.

10100 Santa Monica Boulevard – Suite 200
Los Angeles, CA 90067

As of October 22, 2021

Raj Balu
c/o Cohen Gardner LLP
345 North Maple Drive, Suite 181
Beverly Hills, CA 90210
Attn: Bradley Garrett

RE: "Little India"

Dear Raj:

This letter and all exhibits attached hereto (which are incorporated herein and made a part hereof by this reference and which together with this letter shall be defined as the "**Letter Agreement**") will confirm the closed deal terms of the agreement reached by VILLAGE ROADSHOW PICTURES ENTERTAINMENT INC. ("**Company**"), on the one hand, and RAJ BALU ("**Artist**"), on the other hand, in connection with the grant of all rights in, and to, the original feature film screenplay written solely by Artist, and all prior versions thereof and any and all underlying rights with respect thereto, presently entitled "LITTLE INDIA", written by Artist (the "**Property**"), as well as certain services to be performed by Artist for the development and possible production of an audiovisual production based thereon anticipated to be a feature film of the same name and possible exploitation of all rights therein including all allied, ancillary, subsidiary and incidental rights. For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto hereby agree as follows:

1. Artist hereby confirms, acknowledges and agrees to the principal terms of the closed deal in connection herewith which terms were closed as of the date first written above by the exchange of emails on such date between, on the one hand, Bradley Garrett of Cohen Gardner LLP, acting as a duly authorized representative of Artist, and, on the other hand, Daron Jackson of Company, which closed principal terms are memorialized in the deal terms summary is attached hereto as Exhibit A and incorporated herein by this reference.

2. Upon Company's receipt of signed copies of this Letter Agreement (inclusive of all exhibits attached hereto), Company will advance to Artist the initial option payment of Five Thousand United States Dollars (US \$5,000, the "**Initial Option Payment**"); provided, however, Artist hereby acknowledges and agrees that the initial option period described in Exhibit A (the "**Initial Option Period**") commences as of the date first written above and expires eighteen (18) months after receipt by Company of this Letter Agreement (including all exhibits attached hereto) signed by Artist. Notwithstanding the foregoing, the Initial Option Period will automatically be suspended and extended if, within three (3) months of Company providing Artist with the long form option purchase agreement (the "**OPA**") reflecting the relevant terms hereof and other customary provisions for deals of this nature,

either (i) Artist has not provided Company a signed copy of such OPA, and/or (ii) Artist has not otherwise satisfied all customary conditions precedent set forth in the signed OPA, including with respect to Company's approval of chain of title, and such suspension and extension of the Initial Option Period will remain in effect until such time that Paragraph 2(i) and 2(ii) are fully satisfied.

3. All notices and payments from Company to Artist will be sent to Artist at the address first written above. All notices from Artist to Company shall be sent to Village Roadshow Pictures Entertainment Inc., 10100 Santa Monica Blvd. – Suite 200, Los Angeles, CA 90067, Attn: Michael J. Linowes – EVP, Business Affairs with a courtesy copy to Kevin Berg – General Counsel at the same address.

4. This Letter Agreement may be executed in any number of counterparts, which will collectively and separately, constitute one binding agreement (provided that all parties sign a copy) and will be executed by hand, facsimile, electronically or digitally scanned (e.g., pdf); such execution will be binding upon the parties and their respective successors, licensees, designees and assigns.

5. A long-form agreement incorporating the principal terms of the closed deal, together with such additional terms and conditions customary for deals of this nature, which will include, but not be limited to, customary conditions precedent, suspension and termination rights, representations and warranties, indemnities, further documents, waiver of injunctive relief, dispute resolution, errors and omissions and general liability insurance coverage during all customary periods, and confidentiality, will be prepared and sent to you shortly. Unless and until such long-form agreement is entered into and executed by the parties, the terms of this Letter Agreement including all exhibits attached hereto (which are incorporated herein by this reference) will be fully binding, subject to any changes and modifications which may be mutually agreed to by the parties in writing after good faith negotiation.

If the foregoing represents your understanding, please so signify by signing in the space set forth below.

Sincerely,

MICHAEL J. LINOWES
EVP, Business Affairs

[Signatures Next Page]

AGREED AND ACCEPTED:

VILLAGE ROADSHOW PICTURES
ENTERTAINMENT INC. ("Company")

By: WPS

Its: Secretary

AGREED AND ACCEPTED:



RAJ BALU ("Artist")

EXHIBIT A
SUMMARY OF CLOSED PRINCIPAL DEAL TERMS

(Attached)

Michelle Piccolino

From: Bradley Garrett <bradley@cohengardnerlaw.com>
Sent: Friday, October 22, 2021 9:02 AM
To: Daron Jackson
Cc: Jillian Apfelbaum; Tristen Tuckfield; Louis Santor; Nicolas Gordon; Michael Linowes
Subject: RE: "Little India" / Raj Balu

Confirmed.

Bradley Garrett, Esq. | Partner
Cohen Gardner LLP
345 North Maple Drive, Suite 181
Beverly Hills, CA 90210
Main: 310.285.7373
Fax: 310.285.7374

www.cohengardnerlaw.com



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Important:

This e-mail transmission, including any previous messages or attachments to it, contains information that may be proprietary, confidential and/or privileged. If you have received this transmission in error, please delete the original transmission without making copies, disclosing, distributing, saving or making use of it in any manner (all of which acts are strictly prohibited), and so notify the sender by reply e-mail @cohengardnerlaw.com

From: Daron Jackson <daron.jackson@vreg.com>
Sent: Wednesday, October 13, 2021 1:23 PM
To: Bradley Garrett <bradley@cohengardnerlaw.com>
Cc: Jillian Apfelbaum <JApfelbaum@vrpe.com>; Tristen Tuckfield <ttuckfield@vrpe.com>; Louis Santor <Louis.Santor@vreg.com>; Nicolas Gordon <NGordon@vrpe.com>; Michael Linowes <michael.linowes@vreg.com>
Subject: RE: "Little India" / Raj Balu

Hi Bradley,

For housekeeping purposes, please reply "confirmed" if the revised clean summary below accurately reflects our agreed upon terms.

Thanks.

| | |
|---------------------------------|--|
| Raj Balu | |
| 1. Rights: | All rights in the original screenplay "Little India", including all drafts, rewrites and versions thereof written by Raj Balu, as well as any underlying material. |
| A. Initial Option Period | DJ: \$5,000 (applicable) for 18 months |

| | |
|-----------------------------------|---|
| B. Extended Option Period | DJ: \$5,000 (non-applicable) for 18 Months, but if "set up" at a Premium Partner (i.e., a noncontingent agreement is entered into for production financing with a "Premium Partner" as defined below) during the Initial Option Period, then \$7,500. "Premium Partner" shall mean: Warner Bros. (including features produced for initial distribution on HBO Max), Disney/Fox (including features produced for initial distribution via Disney Plus and/or Hulu), Universal (including features produced for initial distribution via Peacock) Sony, Paramount (including features produced for initial distribution via Paramount Plus), Netflix, Amazon, Apple, and any then-existing industry recognized major studios and/or streaming platforms. |
| C. Purchase Price | 2.5% of the final in-going budget, with a "floor" of \$30,000 and a "ceiling" of \$575,000 |
| 2. Writing | |
| A. Committed First Rewrite | \$12,500, provided that if the Committed First Rewrite is requested <u>after</u> "set up" at a Premium Partner, then the Committed First Rewrite cost increases to \$22,500. |
| B. Optional Second Rewrite | \$10,000, provided that, if the Committed First Rewrite is requested <u>after</u> "set up" at a Premium Partner, then Optional Second Rewrite cost increases to \$22,500. |
| C. Optional First Polish | \$5,000; provided that if the Optional First Polish is requested <u>after</u> "set up" at a Premium Partner, then Optional First Polish cost increases to \$10,000. |
| D. Optional Second Polish | \$5,000; provided that if the Optional Second Polish is requested <u>after</u> "set up" at a Premium Partner, then Optional Second polish cost increases to \$10,000. |
| 4. Credit Bonuses | Sole Credit: \$75,000 <u>flat</u> . However, if "set up" at a Premium Partner, \$150k flat, and the streamer adjustment below would apply to \$150k in lieu of other performance-based compensation. ½ of the above for shared credit. |
| 5. Streamer Conversion | If the Project is a "cost plus" Premium Streamer Release, then the applicable Credit Bonus, if any, will increase by 20% in lieu of performance based compensation. |
| 6. Box Office Bonuses | Advances against contingent compensation \$25,000 @ DBO 2.25xNC + 1x P&A \$25,000 @ DBO 2.50xNC + 1x P&A \$50,000 @ DBO 3xNC + 1x P&A \$50,000 @ DBO 3.5xNC + 1xP&A \$50,000@ DBO 4xNC + 1xP&A |
| 7.Contingent Compensation | 5% of Defined Net Proceeds if sole credit 2.5% of Defined Net Proceeds if shared credit VREG Standard definition (<u>which will include merchandising revenue</u>), subject to review and good faith negotiations, with customary audit and accounting rights. |
| 8. Set Up Bonus | \$25k if "set up" at Premium Partner. |
| 9. Award Bonuses | Golden Globe – Best Original Screenplay - \$12.5k for the nomination and \$25k for the "win" Golden Globe – Best Picture - \$12.5k for the nomination and \$25k for the "win" Academy Award – Best Original Screenplay - \$25k for the nomination and \$50k for the "win" Academy Award – Best Picture - \$25k for the nomination and \$50k for the "win" |
| 10. Credit | Good faith application of WGA credit determination. |

| | |
|------------------------------------|---|
| 11. Professional Writer | <p>Artist warrants and represents that he is not currently a member of the Writer's Guild of America. Notwithstanding the foregoing, for purposes of including Artist's writing contribution to the Project in the WGA credit determination process, to the extent that the Project subsequently becomes subject to WGA jurisdiction (e.g., as a result of a WGA writer being hired for writing services in connection with the Project, or a WGA writer's materials are optioned in connection with the Project) and if required for consideration of Artist's writing contribution for credit determination, VR will deem Artist a "professional writer" as such term is defined under the WGA MBA and will assign this Agreement to the appropriate WGA signatory company to ensure that Artist will be included for the purposes of credit determination only (which shall include Artist's ability to act as a "participating writer" and arbitrate writing credits under the WGA), but in no event with respect to payments or any other WGA entitlements of any kind.</p> <p>Notwithstanding anything to the contrary set forth herein, in the event that such "professional writer" or "participating writer" designation entitles Artist to certain payments or other entitlements pursuant to the WGA collective bargaining agreement, Artist will waive the right to all such payments and/or entitlements and to the extent any such waiver is ineffective, any such payments or entitlements required shall be deemed payable at the WGA minimum rate, with any amounts paid or payable hereunder to Artist by VR (whether for rights granted in the Property or writing services performed hereunder) deemed an advance of, and fully applicable against, any such amounts due as required by the WGA and vice-versa (i.e., any excess WGA amounts paid first will be deemed an advance of and applicable against any rights or writing payments expressly set forth herein).</p> |
| 12. Reversion | <p>If option is <u>not</u> exercised, preexisting materials created by Artist revert, but GFN for any development materials including rewrites and/or polishes.</p> <p>Reversion if principal photography has not commenced within 7 years of the exercise of the Option.</p> |
| 13. Meaningful Consultation | Consultation rights for the roles of "Janak" and "Ravi". |
| 14. Other Terms | All other customary terms for deals of this nature will be negotiated in good faith in a long form agreement including but not limited to, conditions precedent (including, but not limited to, chain of title approval and entering into signed written agreements for the producing services of Christian Taylor, and the directing services of Priya Sanghvi & Dan Goldstein for the Picture), suspension and extension rights including for force majeure, breach and any period that the conditions precedent have not been satisfied, passive payments, derivatives/subsequent productions, first opportunity, likeness and biography approvals, travel, premieres, festivals, DVD, errors and omissions and general liability insurance, further documents, representations and warranties, indemnities, waiver of injunctive relief, restrictions on assignability, dispute resolution and confidentiality. |

Daron Jackson
Senior Director, Business & Legal Affairs

Village Roadshow Entertainment Group
10100 Santa Monica Blvd.
Los Angeles, CA 90067

O: +1 424-303-5199

EXHIBIT B
SHORT FORM OPTION

"Little India"

Raj Balu

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, RAJ BALU ("**Owner**") hereby grants to VILLAGE ROADSHOW PICTURES ENTERTAINMENT INC. ("**Producer**"), and its representatives, successors, assigns and licensees the exclusive and irrevocable option ("**Short Form Option**") to purchase and acquire from Owner all right, title and interest, which includes, without limitation, all exclusive motion picture and television rights and all allied, ancillary and incidental rights in, to and with respect to the original screenplay entitled "Little India", solely written by RAJ BALU, (collectively, the "**Property**"), including plots, themes, title or titles, dialogue, language, incidents, action, story, characters and any underlying source material, written or otherwise, and copyrights and any rewrites, translations, novelizations, dramatizations, remakes, sequels and other adaptations or versions thereof, now made or hereafter created, made or permitted to be made by Owner, without any reservation of any rights of any kind by Owner.

Subject to the terms of the Letter Agreement dated as of October 22, 2021, to which this Exhibit B is a part thereof and any signed long-form literary option/purchase agreement to be negotiated in good faith and anticipated to be entered into by Owner and Producer, the option herein granted may be exercised by Producer, or its representatives, successors, assigns or licensees. This Short Form Option is expressly made subject to all the terms, conditions and provisions contained in the Letter Agreement and any such long form literary option/purchase agreement.

ACCEPTED AND AGREED:




RAJ BALU ("**Owner**")

Date: 6/30/22

ACCEPTED AND AGREED:

VILLAGE ROADSHOW PICTURES
ENTERTAINMENT INC.

By: 
Its Authorized Representative

Its: Secretary

Date: 08.10.2022

EXHIBIT C
SHORT FORM ASSIGNMENT

"Little India"

Raj Balu.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, RAJ BALU ("**Owner**"), irrevocably sells, grants, assigns and sets over unto VILLAGE ROADSHOW PICTURES ENTERTAINMENT INC. ("**Producer**"), and its representatives, successors, assigns and licensees in perpetuity and throughout the universe, all exclusive motion picture and television rights in and to the literary materials and other intellectual property related to the feature film project entitled "Little India" including the original screenplay written by RAJ BALU (collectively, the "**Property**") and any underlying source material, written or otherwise (to the extent any exists) which rights include all allied, ancillary and incidental rights in, to and with respect to the Property owned by Owner, without any reservation of any rights of any kind by Owner.

Owner shall obtain or cause to be obtained renewals of all United States copyrights in and to the Property, whether or not referred to herein, and shall assign said rights under such renewal copyrights to Producer without any further consideration. Producer is also empowered to bring, prosecute, defend and appear in suits, actions and proceedings of any nature under or concerning all copyrights in and to the Property and all renewals thereof, or concerning any infringement of any such copyright or renewal copyright, or interference with any of the rights granted to Producer under said copyrights or renewals thereof, in its own name or in the name of the copyright proprietor, but at the expense of Producer, and at its option, Producer may join such copyright proprietor and/or Owner as a party in such suit, action or proceeding; any recovery therefrom is assigned to Producer. The grant and assignment by Owner to Producer set forth herein is irrevocable without any right of Owner to rescind, terminate or cancel this assignment, or for any reason to enjoin or prevent or seek to enjoin or prevent the development, production, exhibition, distribution, advertising or other exploitation of any motion picture or other production based on the Property.

Owner assigns to Producer all documents heretofore or hereafter executed in favor of Owner by any third party insofar as such documents affect or pertain to any of the rights herein granted to Producer. Owner hereby acknowledges that Producer may freely assign this assignment or any of Producer's rights hereunder.

This Short Form Assignment is executed pursuant to and shall be subject to the terms and provisions of that certain Letter Agreement dated as of October 22, 2021, to which this Exhibit C is attached and made a part thereof and any long-form option/purchase agreement between Owner and Producer being negotiated in good faith and anticipated to be signed by the parties.

[Signatures Next Page]

ACCEPTED AND AGREED:



RAJ BALU ("Owner")

Date: 6/30/22

ACCEPTED AND AGREED:

VILLAGE ROADSHOW PICTURES
ENTERTAINMENT INC.

By: 

Authorized Representative

Date: 08.10.2022

EXHIBIT D
CERTIFICATE OF ENGAGEMENT

Raj Balu
"Little India"

VILLAGE ROADSHOW PICTURES ENTERTAINMENT INC. ("**Company**"), on the one hand, has engaged RAJ BALU ("**Artist**"), on the other hand, to render certain services in connection with development, and possible production and exploitation by Company and/or its licensees and/or assigns of the audiovisual programming presently entitled "LITTLE INDIA" (the "**Project**") anticipated to be initially released as a motion picture project based on the original screenplay of the same name solely written by Artist. All capitalized terms used herein but not defined shall have the same meaning as that ascribed to such term in the Letter Agreement to which this Certificate of Engagement is attached. For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Artist hereby agrees as follows:

Artist hereby acknowledges, certifies and agrees that all results and proceeds of every kind of the services heretofore rendered and hereafter to be rendered by Artist in connection with the Project, including without limitation all ideas, suggestions, themes, plots, stories, characterizations, dialogue, titles and other material related in any way to the Project, whether in writing or not in writing, at any time heretofore or hereafter created or contributed by Artist which in any way relate to the Project or to the material on which the Project will be based (collectively, the "**Material**"), are and shall be deemed to be works made for hire for Company. Accordingly, Company is and shall be considered the author and, at all stages of completion, the sole, exclusive, and irrevocable owner of the Material and all right, title and interest therein and without the reservation of any rights of any kind by Artist (the "**Rights**"). The Rights shall include without limitation all copyrights, neighboring rights, trademarks and any and all other ownership and exploitation rights in the Material now or hereafter recognized in any and all territories and jurisdictions including, by way of illustration, production, reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public, and the right to exploit the Material throughout the universe in perpetuity in all media, markets and languages and in any manner now known or hereafter devised. If under any applicable law the fact that the Material is a work made for hire is not effective to place authorship and ownership of the Material and the Project and all rights therein in Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to Artist under such applicable law, Artist hereby exclusively and irrevocably assigns and transfers to Company the Rights and, in connection therewith, any and all right, title and interest of Artist in the Project and any other works now or hereafter created containing the Material and without the reservation of any rights of any kind by Artist. Artist and Company are aware and hereby acknowledge that new rights to the Material may come into being and/or be recognized in the future, under law and/or in equity (hereafter the "**New Exploitation Rights**"), and Artist intends to and does hereby exclusively and irrevocably grant and convey to Company any and all such New Exploitation Rights to the Material granted by Artist hereunder. Artist and Company are also aware and do hereby acknowledge that new (or changed) (1) technology, (2) uses, (3) media, (4) formats, (5) modes of transmission and (6) methods of distribution, dissemination, exhibition or performance (hereafter the "**New Exploitation Methods**") are being and will inevitably continue to be

developed in the future, which would offer new opportunities for exploiting the Material. Artist intends to and does hereby exclusively and irrevocably grant and convey to Company any and all rights to such New Exploitation Methods with respect to the Material. Artist further agrees that Artist will not seek (1) to challenge, through the courts, administrative governmental bodies, private organizations, or in any other manner the rights of Company to exploit the Material by any means whatsoever or (2) to thwart, hinder or subvert the intent of the grants and conveyances to Company herein and/or the collection by Company of any proceeds relating to the rights conveyed hereunder.

Artist hereby exclusively and irrevocably grants to Company the right to change, add to, take from, translate, reformat or reprocess the Material in any manner Company may in its sole discretion determine. To the fullest extent allowable under any applicable law, Artist hereby irrevocably waives and/or assigns to Company Artist's so-called "moral rights" or "droit moral". Artist expressly acknowledges that many parties will contribute to the Project and other works that will embody all or part of the Material. Accordingly, if under any applicable law the above waiver or assignment by Artist of "moral rights" or "droit moral" is not effective, then Artist will exercise such rights in a manner which recognizes the contribution of and will not have a material adverse effect upon such other parties.

Artist will, upon request, execute, acknowledge and deliver to Company any and all documents consistent herewith and related hereto which Company may reasonably deem necessary to evidence and effectuate all or any of Company's rights hereunder. Artist hereby irrevocably appoints Company as attorney-in-fact with full power to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere any and all such documents Artist fails to execute, acknowledge and deliver after good faith negotiation within five (5) business days of Company's request therefor, unless a shorter period of time is reasonably required by Company. The appointment shall be a power coupled with an interest. Company shall provide Artist with a copy of any such document Company executes on behalf of Artist, provided that a casual or inadvertent failure of Company to provide such a copy shall not constitute a breach hereof or affect the validity of such document.

Artist hereby irrevocably grants to Company the right to issue and authorize publicity concerning Artist, and to use Artist's name, voice, likeness and approved biographical data in connection with the distribution, exhibition, advertising and exploitation of the Project, provided that such rights will not be exploited in connection with a commercial tie-in or an endorsement of any goods or services except with Artist's prior written approval. Artist shall exercise approvals hereunder reasonably and in writing within five (5) business days (reducible to one (1) business day as bona fide business exigencies require) after receipt of written request by Company, or such approvals shall be deemed given.

Artist represents and warrants that: (i) the Material (other than any written material supplied by or on behalf of Company to Artist or incorporated by or on behalf of Company into any Material written by Artist) is or will be original with Artist or is in the public domain throughout the world; (ii) the Material does not and will not infringe upon or violate any copyright of any person or entity, or, to the best of Artist's knowledge (or that which Artist should know in the exercise of reasonable diligence or prudence), infringe upon or violate the right of privacy or any other right of, any person or entity; (iii) Artist is free to grant all rights granted and make all agreements made by them herein and is not subject to any

conflicting obligations or any disability which prevents or interferes with the performance of Artist's services; (iv) to the best of Artist's knowledge (in the exercise of reasonable diligence), the Material is not the subject of any litigation or claim that might give rise to litigation; (v) that there has been no publication or other use of any ideas, notes, materials and/or any other contributions of Artist to the Project anywhere in the universe; (vi) that Artist has not granted or transferred any rights in or to the Material to any third party; (vii) that Artist is not a member of any guild or other collective bargaining unit in connection with the services performed; (viii) that Artist has not, and will not, do anything which has impaired or will impair the right to the Material; and (ix) at no time hereunder, has Artist been, and Artist will not become, employed by a loanout company while performing services hereunder.

Artist will indemnify and hold Company and its successors, licensees, designees and assigns harmless from and against all damages, losses, costs, and expenses (including reasonable outside attorneys' fees and costs) which Company or any of its successors, licensees, designees or assigns (and the officers, directors, shareholders and employees of each) may suffer or incur by reason of the breach of any of Artist's representations and warranties made in the Letter Agreement including this Certificate of Engagement attached thereto. Company will defend, indemnify and hold harmless Artist, and Artist's heirs and successors, against any and all liability, damages, costs and expenses, including reasonable outside attorneys' fees, in connection with any claim or action respecting material supplied to Artist by or on behalf of Company and/or changes made to the Project by Company, and/or in connection with activities regarding the development, production, distribution, and/or exploitation of the Project or elements thereof and/or any rights therein, but which Company indemnification obligation will not extend to any breach of Artist's representations and warranties hereunder, to any matter covered by Artist's indemnification obligation, to any breach of any of Artist's obligations arising under the Letter Agreement, or to any matter arising out of criminal, malicious, or intentionally tortious, or reckless or willful misconduct to the extent of Artist's representations and warranties and/or indemnification obligations hereunder. Company and Artist 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. 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.

Any and all compensation paid to Artist by Company shall be paid without any deductions or withholdings taken therefrom for taxes or any other purpose. Artist acknowledges that Company makes no warranties as to any tax consequences regarding payment of any and all fees by Company to Artist, and Artist specifically agrees that the determination of any tax liability or other consequences of the payment to Artist is Artist's sole and complete responsibility and that Artist will pay all federal, state and local taxes, if any, including of any foreign jurisdiction assessed on such payments from any applicable taxing authority. Company will issue the applicable Form(s) 1099 in connection with any

payments made to Artist. In that respect, Artist agrees to indemnify and hold the Company harmless from any tax liabilities or penalties should any such liabilities or penalties be assessed against Company as a result of Artist's failure to make the proper tax payments relating to the agreement entered into in connection herewith or the Company's failure to make withholding payments. Artist understands and agrees that, as an independent contractor, Artist will have no right to claim or receive any health or life insurance benefits, 401(k) benefits, worker's compensation and/or unemployment benefits or other employee benefits from or through Company by reason of the agreement entered into in connection herewith or Artist's performance of the services hereunder, and that the Company will not make any unemployment, worker's compensation or other insurance contributions on Artist's behalf. Artist agrees that it shall obtain, at Artist's own expense, such health, life, worker's compensation, unemployment and other insurance as is ordinarily obtained by similarly situated independent contractors in the industry and in any event, in the minimum amounts required by applicable state law. Artist shall provide evidence of such insurance to Company upon request.

Artist hereby covenants and agrees that Artist shall not have or be deemed to have any lien, charge or other encumbrance upon any of the rights conveyed to Company herein or proceeds derived therefrom, and that no act of or omission by Company, nor any other act, omission or event of any kind, shall terminate or otherwise adversely affect Company's ownership of the rights conveyed herein. Any remedies Artist may have against Company in connection with the Rights and the Project shall be limited to the right to recover money damages, if any, in an action at law, and Artist hereby irrevocably waives any right or remedy in equity, including any right to rescind Company's right and interest in and to the Rights or to seek or obtain relief to enjoin or restrain the distribution or exhibition of any motion picture or other production based on the Rights, including any advertising related thereto. Artist acknowledges that Artist's services are of a unique, extraordinary and intellectual character, the loss of which cannot be adequately compensated in damages in an action at law, and therefore Artist acknowledges that Company shall be entitled to seek and/or obtain injunctive and other equitable relief to prevent or curtail any breach by Artist in connection herewith.

Artist shall not disclose or otherwise reveal to any third party (i) the terms of Artist's engagement in connection with the Project, (ii) any information pertaining to the development, production and/or exploitation of the Project, (iii) any information pertaining to Company, including, but not limited to, any of Company's business activities, practices generally or in connection with their involvement with the Project; provided, however, that the foregoing shall not restrict Artist's disclosures (A) to Artist's attorneys, accountants and/or representatives (each of whom shall likewise observe this confidentiality provision) and (B) as required by law.

Company may freely (and without restriction) assign or license any of its rights hereunder, and any such assignment or license shall inure to the benefit of such assignee or licensee and shall be binding upon Artist. In the event of any such assignment by Company, and provided such assignee assumes in writing all of Company's obligations as of the date of such assignment and further provided such assignee is a "major" or "mini-major" motion picture company, national network or similar financially responsible party or any party which controls, is controlled by or is under common control with Company or which through

merger, consolidation or acquisition succeeds to substantially all of the assets of Company, Company shall be relieved from all further obligations to Artist hereunder accruing from and after the date of such transfer. The services to be rendered by Artist hereunder are personal to Artist and of the essence of the Letter Agreement. Neither the Letter Agreement nor any of Artist's rights or obligations hereunder may be assigned, delegated or otherwise transferred by Artist.

Executed as of October 22, 2021.


AGREED AND ACCEPTED:

VILLAGE ROADSHOW PICTURES
ENTERTAINMENT INC. ("Company")

By:  _____

Its: Secretary _____

AGREED AND ACCEPTED:



RAJ BALU ("Artist")