

Fill in this information to identify the case:

Debtor Village Roadshow Entertainment Group USA Inc.

United States Bankruptcy Court for the: District of Delaware (State)

Case number 25-10475

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?

McGuffin Entertainment Media Inc.

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor See summary page

2. Has this claim been acquired from someone else?

☒ No

☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Where should notices to the creditor be sent?

See summary page

Where should payments to the creditor be sent? (if different)

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Contact phone 3105567820 Contact phone

Contact email dstone@glaserweil.com Contact email

Uniform claim identifier (if you use one):

4. Does this claim amend one already filed?

☒ No

☐ 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?

☒ No

☐ 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: __ __ __ __
7. How much is the claim? \$ <u>300,000</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.</p> <p>Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).</p> <p>Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>See summary page</u></p>
9. Is all or part of the claim secured?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <div><input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>.</div><div><input type="checkbox"/> Motor vehicle</div><div><input type="checkbox"/> Other. Describe: _____</div></div> <div>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.)</div> <div>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.)</div> <div>Amount necessary to cure any default as of the date of the petition: \$ _____</div> <div>Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div>
10. Is this claim based on a lease?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____</div>
11. Is this claim subject to a right of setoff?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Identify the property: _____</div>



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 07/08/2025
MM / DD / YYYY

/s/Roland Templeman
Signature

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

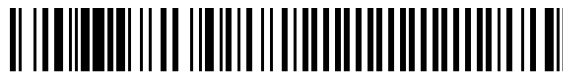
Name Roland Templeman
First name Middle name Last name

Title Associate

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

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

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

Debtor: 25-10475 - Village Roadshow Entertainment Group USA Inc.		
District: District of Delaware		
Creditor: McGuffin Entertainment Media Inc. c/o Glaser Weil, Attn: Douglas R. Stone, Esq. 10250 Constellation Blvd., 19th Floor Los Angeles, CA, 90067 USA Phone: 3105567820 Phone 2: 3109943869 Fax: Email: dstone@glaserweil.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor: McGuffin Entertainment Media, Inc. f/s/o Paul Bernard and James Scura	Amends Claim: No Acquired Claim: No	
Basis of Claim: Breach of contract for services performed pursuant to the attached First Look Agreement.	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 300,000	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: Roland Templeman on 08-Jul-2025 11:55:11 a.m. Pacific Time Title: Associate Company: Glaser Weil		

Transaction Report
MCGUFFIN ENTERTAINMENT MEDIA INC
January 1-December 31, 2023

	Transaction date	Transaction type	Line description	Item split account	Service amount	Balance
Services						
	02/14/2023	Journal Entry			42,500.00	42,500.00
	03/17/2023	Journal Entry			21,250.00	63,750.00
			UNITED TALENT AG [REDACTED] INDN:MCGUFFIN			
	04/13/2023	Deposit	ENTERTAINMENT CO [REDACTED] PMT INFO:PAYMENT FOR MARCH 2023,	Business Adv Relationship - [REDACTED]	21,250.00	85,000.00
			UNITED TALENT AG DES [REDACTED] INDN:MCGUFFIN			
	05/17/2023	Deposit	ENTERTAINMENT CO ID [REDACTED] PMT INFO:PAYMENT FOR APRIL 2023,	Business Adv Relationship - [REDACTED]	21,250.00	106,250.00
			UNITED TALENT AG DES [REDACTED] INDN:MCGUFFIN			
	06/06/2023	Deposit	ENTERTAINMENT CO ID [REDACTED] PMT INFO:PAYMENT FOR MAY 2023,	Business Adv Relationship - [REDACTED]	21,250.00	127,500.00
Total for Services					\$127,500.00	
	TOTAL				\$127,500.00 *	

*Note: Net amount received after deduction of 15% commission by United Talent. Gross amount received by creditor is \$150,000. Outstanding balance owed to creditor under First Look Agreement is \$300,000.

Accrual Basis Friday, March 21, 2025 09:02 PM GMTZ

VILLAGE ROADSHOW ENTERTAINMENT GROUP USA INC.
10100 Santa Monica Boulevard – Suite 200
Los Angeles, CA 90067

As of November 21, 2022

McGuffin Entertainment Media Inc.
c/o Glaser Weil Fink Howard Avchen & Shapiro LLP
10250 Constellation Blvd., 19th Floor
Los Angeles, CA 90067
Attn: Douglas Stone

RE: “McGuffin Entertainment First Look”

Dear Doug:

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 ENTERTAINMENT GROUP USA INC. (“**Company**”), on the one hand, and MCGUFFIN ENTERTAINMENT MEDIA INC. (“**ProdCo**”) f/s/o Paul Bernard (“**Bernard**”), James Scura (“**Scura**”), and any other employees of ProdCo (together, the “**Producing Team**”), on the other hand, in connection with the certain development and other mutually agreed services related to any and all audio, visual, and audio-visual projects mutually approved by each of Company and ProdCo (collectively, the “**Projects**”). For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto hereby agree as follows:

1. ProdCo (on behalf of itself and the Producing Team) hereby confirms, acknowledges and agrees to the principal terms of the deal closed in connection herewith on April 22, 2022 by Douglas Stone of Glaser Weil Fink Howard Avchen & Shapiro LLP, acting as a duly authorized representative of ProdCo, and, on the other hand, Michael Linowes of Company, all of which closed deal terms are memorialized in the summary of the closed principal deal terms attached hereto as Exhibit A and incorporated herein by this reference.
2. All notices and payments from Company to ProdCo will be sent to ProdCo at the address first written above. All notices from ProdCo to Company shall be sent to Village Roadshow Entertainment Group USA 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.
3. 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.

4. 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, force majeure, suspension and extension rights, representations and warranties, indemnities, waiver of injunctive relief, dispute resolution 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 the Certificate of Engagement attached hereto as Exhibit B (which is 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

AGREED AND ACCEPTED:

VILLAGE ROADSHOW
ENTERTAINMENT GROUP USA INC.
("Company")

DocuSigned by:
By: Kevin Peter Berg
FEA5F615D2F3433
Its: Secretary and General Counsel

AGREED AND ACCEPTED:

MCGUFFIN ENTERTAINMENT MEDIA
INC. ("ProdCo")

DocuSigned by:
By: James Seura
A duly authorized representative
of ProdCo and of each member of
Producing Team

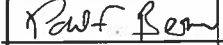
Its: Authorized Representative

[Signatures Continued Next Page]

AGREED AND ACCEPTED:

MCGUFFIN ENTERTAINMENT MEDIA
INC. ("**ProdCo**")

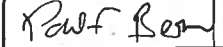
DocuSigned by:



PAUL BERNARD ("**Bernard**"), both
individually and as a duly authorized
representative of ProdCo

I have read and understood the Letter Agreement and confirm the authority of ProdCo to grant the rights and furnish my services in accordance with the provisions thereof. As a material inducement to Company, I agree to abide and be personally bound by the terms and provisions of said agreement as if I were a direct party thereto. I will look solely to ProdCo for payment of all compensation due me in connection with my services and the grant of rights pursuant to the Letter Agreement. If ProdCo or its successors-in-interest should be dissolved or should otherwise cease to exist, or for any reason should fail, refuse or neglect to perform, observe or comply with the terms, covenants and conditions of the Letter Agreement, I shall, at Company's election, be deemed to have been engaged directly by Company, and to have been legally bound by all terms, covenants and conditions set forth in the Letter Agreement.

DocuSigned by:



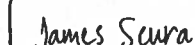
PAUL BERNARD ("**Bernard**")

Date: 11/21/2022

AGREED AND ACCEPTED:

MCGUFFIN ENTERTAINMENT MEDIA
INC. ("**ProdCo**")

DocuSigned by:



JAMES SCURA ("**Scura**"), both
individually and as a duly authorized
representative of ProdCo

[Signatures Continued Next Page]

I have read and understood the Letter Agreement and confirm the authority of ProdCo to grant the rights and furnish my services in accordance with the provisions thereof. As a material inducement to Company, I agree to abide and be personally bound by the terms and provisions of said agreement as if I were a direct party thereto. I will look solely to ProdCo for payment of all compensation due me in connection with my services and the grant of rights pursuant to the Letter Agreement. If ProdCo or its successors-in-interest should be dissolved or should otherwise cease to exist, or for any reason should fail, refuse or neglect to perform, observe or comply with the terms, covenants and conditions of the Letter Agreement, I shall, at Company's election, be deemed to have been engaged directly by Company, and to have been legally bound by all terms, covenants and conditions set forth in the Letter Agreement.

DocuSigned by:

James Scura
JAMES SCURA ("Scura")

Date: 11/21/2022

EXHIBIT A

SUMMARY OF CLOSED PRINCIPAL DEAL TERMS

(Attached)

MCGUFFIN ENTERTAINMENT MEDIA INC. f/s/o
Paul Bernard and James Scura

First Look Deal Summary

1. Parties:	<p>A. MCGUFFIN ENTERTAINMENT MEDIA INC. ("Lender") for the services of the team of Paul Bernard ("Bernard") and James Scura ("Scura"). For purposes hereof, Lender, Bernard, and Scura may be referred to herein together as MCGUFFIN.</p> <p>B. Village Roadshow Entertainment Group USA Inc. ("VREG")</p>
2. Effective Date:	The date of full execution of a short form letter agreement in connection herewith to which these deal terms will be attached as Exhibit A and incorporated therein by this reference.
3. Term:	<p>Eighteen (18) months from Effective Date; renewable for six (6) additional months at VREG's election, in its sole discretion.</p> <p>Thereafter, services may continue on a month-to-month basis thereafter on the same terms as set forth herein, at VREG's written request and sole discretion.</p>
4. Services: Submitted Projects – First Look; Physical Production Consulting Services	<p>During the Term, MCGUFFIN will perform the following services:</p> <p>A. "First Look" - MCGUFFIN will submit, in writing, exclusively to VREG on a "first look" basis any and all audio (e.g., podcasts), visual, and audio-visual projects (together, the "Submitted Projects") that MCGUFFIN owns, controls, or that has been presented to MCGUFFIN to develop, produce, finance, distribute, license, and/or otherwise exploit as feature film, television, or other audio, visual, or audio-visual programming. During the Term, VREG will provide creative and business operational support to MCGUFFIN on all "Approved Projects," as defined below.</p> <p>B. Physical Production: MCGUFFIN will perform all requested physical production consulting services ("Consulting Services") as required by VREG in connection with any VREG projects, whether projects arising under the terms of this agreement as a Submitted Project, and Approved Project, or otherwise. Such Consulting Services include, but are not limited to, providing support in the areas of physical production and production finance in connection with motion picture, television and other media projects and MCGUFFIN shall be responsible for providing any supplies (e.g., equipment, materials, technology, subscription services) that MCGUFFIN deems necessary to perform the Consulting Services.</p>
5. Monthly Fee in connection	A. During the Term, Lender will be entitled to equal monthly

<p>with Services Described Above:</p>	<p>installments of \$25,000 (the "Services Fee"), accruing and payable at the conclusion of each calendar month of the Term after receipt of an invoice from Lender for such amount. For the avoidance of doubt, one-half of the foregoing amount will be deemed to be allocated to the Consulting Services described at Paragraph 4.B. above.</p> <p>B. No other amount will be due and payable to Lender in connection with the services performed hereunder except in connection with producing services on any Approved Project.</p>
<p>6. VREG Election to Develop – Approved Projects</p>	<p>A. With respect to any Submitted Projects, VREG will elect (or not) to develop, produce, and/or exploit such Submitted Projects, and, if VREG so elects, VREG will actively develop the project (an "Approved Project") including, but not limited to, (i) VREG overseeing creative development and (ii) VREG negotiating and entering into all agreements with third parties on such Approved Project. MCGUFFIN will have no responsibility or liability arising from those third-party agreements or otherwise in connection with any Approved Project other than liability caused by an intentionally tortious act by MCGUFFIN. Any creative contributions made to, and/or product, results and proceeds of any MCGUFFIN services on, such Approved Project will be deemed work for hire and irrevocably and exclusively owned by VREG. The parties hereby acknowledge and agree that "Mysterium," "Chopper" and the "Untitled Derek Sanderson Project" are all Approved Projects.</p> <p>B. As between VREG and MCGUFFIN, VREG will bear all costs of development, production, and exploitation activities related to an Approved Project. MCGUFFIN will have no obligations related to these costs. VREG will also own all rights, of every kind and nature, with respect to an Approved Project.</p> <p>C. In connection with any Approved Project, VREG will enter into an agreement with MCGUFFIN, in connection with continuing development, production and/or exploitation services after "set up" or, if VREG is not the studio or otherwise not a co-financier, VREG will facilitate MCGUFFIN entering into an agreement with a third party (if so required), for such services. The terms of any such agreements referenced hereinabove will be negotiated in good faith by the relevant parties (e.g., a third party buyer if VREG is not studio or VREG), consistent with McGuffin's stature and industry practice.</p>
<p>7. VREG Election Not To Develop – Rejected Projects</p>	<p>In the event that VREG elects not to develop any Submitted Projects (each a "Rejected Project"), then MCGUFFIN will be free to pursue third parties in connection with the development, production, financing, distribution, licensing or other exploitation</p>

	<p>of such Rejected Projects provided that MCGUFFIN will be required to resubmit a Rejected Project to VREG in the event of any changed terms and/or changed elements (as such term is commonly understood in the US television and motion picture industries).</p>
8. Recoupable Amounts:	<p>A. In connection with any Approved Project, an amount equal to one-half of all amounts funded by VREG as the Services Fee will be recoupable by VREG out of fifty percent (50%) of first monies payable to MCGUFFIN on any Approved Project "set up" with a third party for development, production, or exploitation and, in connection therewith, if a third party (and not VREG) controls payment processing, MCGUFFIN will irrevocably direct any such third party (in a form and substance acceptable to VREG) to pay such amounts directly to VREG. Such amounts will be paid parri passu with amounts payable to MCGUFFIN. Notwithstanding anything to the contrary set forth herein, at VREG's election (in its sole discretion), VREG may elect to include recoupable amounts described above as line items in each Approved Project's production's budget, in lieu of the direct payment of the recoupable amounts set forth above, and which amount will not be paid in full later than the commencement of principal photography for the Approved Project.</p> <p>B. If, at the conclusion of the Term, the development of any Approved Project is thereafter inactive for a period of nine (9) months and VREG fails to reinstate development within one (1) month of written receipt of inactivity notice from MCGUFFIN, then MCGUFFIN will be entitled to a twelve (12) month turnaround subject to MCGUFFIN entering into a turnaround agreement (in a form and substance acceptable to VREG) that provides for, inter alia, resubmission of the project to VREG as a result of "changed terms" and "changed elements," repayment of costs no later than commencement of photography of any such Approved Project, and passive payments and credit to be negotiated in good faith.</p>
9. Other Terms	<p>A. All other terms customary for deals of this nature are incorporated herein by this reference including, but not limited to, further documents, full representations and warranties, indemnification, no obligation to use, a prohibition on circumvention hereof by MCGUFFIN, and suspension and extension rights in the event of MCGUFFIN's unavailability provided that such terms will be negotiated in good faith in any long form agreement entered into in connection herewith. Without limiting the foregoing, MCGUFFIN represents and warrants there are no obligations to other individuals or entities that will impair or otherwise hinder the obligations set forth hereunder.</p>

B. VREG hereby acknowledges that Bernard and Scura are currently under contract to perform services for CBS Television Studios in connection with the episodic television series entitled "S.W.A.T." and that Bernard and Scura will be required to perform continuing services under the existing contract or future contracts for the same scope of services. Bernard, Scura, and MCGUFFIN covenant and agree that entering into this agreement is not in conflict with the "S.W.A.T." agreement and that no services in connection therewith will materially interfere with Bernard, Scura, or MCGUFFIN'S services hereunder. VREG acknowledges and agrees that Bernard, Scura, and/or MCGUFFIN may also perform services for third parties during the Term provided that Bernard, Scura, and MCGUFFIN covenant and agree that no agreement entered into in connection with any such third party services will conflict with the terms hereof and that no services in connection therewith will materially interfere with Bernard, Scura, or MCGUFFIN'S services hereunder.

C. Reference is hereby made to that certain fully executed consulting agreement between VREG, on the one hand, and Lender, on the other hand, dated as of April 1, 2020 ("Consulting Agreement"). VREG and Lender hereby acknowledge and agree that an executed short form letter agreement in connection herewith and all exhibits thereto, once signed, will supersede and replace Paragraphs 3 and 4 of the Consulting Agreement, which paragraphs shall be deemed void initio. VREG and Lender acknowledge and agree that Paragraphs 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 of the Consulting Agreement are hereby ratified and confirmed and shall apply as if in full force and effect hereto and are incorporated herein by this reference. In no event will Lender be entitled to double entitlements or benefits under this First Look Deal Summary and/or the Consulting Agreement. This document will not be of force and effect until VREG receives an executed short form letter agreement and all exhibits thereto in connection herewith signed by MCGUFFIN.

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EXHIBIT B
CERTIFICATE OF ENGAGEMENT
McGuffin Entertainment Media Inc.
"McGuffin Entertainment First Look"

VILLAGE ROADSHOW ENTERTAINMENT GROUP USA INC. ("**Company**"), on the one hand, has engaged MCGUFFIN ENTERTAINMENT MEDIA INC. ("**ProdCo**"), on the other hand, which includes, but is not limited to, the engagement of Paul Bernard ("**Bernard**"), James Scura ("**Scura**"), and any other employees of ProdCo (together, the "**Producing Team**"), in connection with certain development and other mutually agreed services related to any and all audio, visual, and audio-visual projects mutually approved by each of Company and ProdCo (collectively, the "**Projects**"). 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), ProdCo (on behalf of itself and the Producing Team) hereby agrees as follows:

ProdCo (on behalf of itself and the Producing Team) hereby acknowledges, certifies and agrees that all results and proceeds of every kind of the services heretofore rendered and hereafter to be rendered by ProdCo and/or the Producing Team 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 ProdCo and/or the Producing Team which in any way relates 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 ProdCo and/or any and all of the Producing Team (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 ProdCo and/or the Producing Team under such applicable law, ProdCo (on behalf of itself and the Producing Team) hereby exclusively and irrevocably assigns and transfers to Company the Rights and, in connection therewith, any and all right, title and interest of ProdCo and/or the Producing Team 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 ProdCo and/or the Producing Team. ProdCo (on behalf of itself and the Producing Team) 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 ProdCo (on behalf of itself and the Producing Team) 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 ProdCo (on behalf of itself and the Producing Team) hereunder. ProdCo (on behalf of itself and the Producing Team) 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. ProdCo (on behalf of itself and the Producing Team) 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. ProdCo (on behalf of itself and the Producing Team) further agrees that ProdCo (on behalf of itself and the Producing Team) 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.

ProdCo (on behalf of itself and the Producing Team) 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, ProdCo (on behalf of itself and the Producing Team) hereby irrevocably waives and/or assigns to Company its so-called "moral rights" or "droit moral". ProdCo (on behalf of itself and the Producing Team) 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 ProdCo of "moral rights" or "droit moral" is not effective, then ProdCo and the Producing Team will exercise such rights in a manner which recognizes the contribution of and will not have a material adverse effect upon such other parties.

ProdCo (on behalf of itself and the Producing Team) 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. ProdCo (on behalf of itself and the Producing Team) 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 ProdCo (on behalf of itself and the Producing Team) fails to execute, acknowledge and deliver 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 ProdCo (on behalf of itself and the Producing Team) with a copy of any such document Company executes on its behalf, provided that a failure of Company to provide such a copy shall not constitute a breach hereof or affect the validity of such document.

ProdCo (on behalf of itself and the Producing Team) hereby irrevocably grants to Company the right to issue and authorize publicity concerning ProdCo and/or the Producing Team, and to use ProdCo's and/or any of the Producing Team's names, voices, approved likenesses (not to be unreasonably withheld) and approved biographical data (not to be unreasonably withheld) 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 ProdCo's prior written approval. ProdCo shall exercise approvals hereunder reasonably and in writing within five (5)

business days (reducible to two (2) business days as bona fide business exigencies require) after receipt of written request by Company, or such approvals shall be deemed given.

ProdCo (on behalf of itself and the Producing Team) represents and warrants that: (i) the Material (other than any written material supplied by or on behalf of Company to ProdCo and/or the Producing Team or incorporated by or on behalf of Company into any Material written by ProdCo and/or the Producing Team) is or will be original with ProdCo and the Producing Team 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, including the rights of any and all members of the Producing Team, or, to the best of ProdCo's (on behalf of itself and the Producing Team) knowledge (or that which ProdCo and/or the Producing Team 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) ProdCo (on behalf of itself and the Producing Team) is free to grant all rights granted and make all agreements made herein, including on behalf of the Producing Team, and is not subject to any conflicting obligations or any disability which prevents or interferes with the performance of ProdCo's services, including any obligations of the Producing Team; (iv) to the best of ProdCo's (on behalf of itself and the Producing Team) 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 ProdCo or the Producing Team to the Project anywhere in the universe; (vi) that ProdCo (on behalf of itself and the Producing Team) has not granted or transferred any rights in or to the Material to any third party; (vii) that ProdCo (on behalf of itself and the Producing Team) has not, and will not, do anything which has impaired or will impair the right to the Material; (viii) that ProdCo is duly authorized to legally bind all members of Producing Team in connection with all rights and obligations of the Letter Agreement; (ix) that none of the services performed hereunder by ProdCo and/or the Producing Team are subject to the jurisdiction of any guild or any collective bargaining agreement; and (x) that ProdCo and/or the Producing Team will not engage the services of any independent contractors in connection with the services hereunder, unless ProCo obtains the prior written approval of Company and provides Company with signed Certificates of Engagement from each independent contractor prior to the commencement of services in the same form as this Certificate of Engagement (and which Company approval will not be unreasonably withheld if the foregoing conditions are timely satisfied and the terms of such contractor's agreement have no impact on ProdCo's rights hereunder).

ProdCo (on behalf of itself and the Producing Team) will indemnify and hold Company and its successors, licensees, designees and assigns harmless from and against all third-party 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 ProdCo's (on behalf of itself and the Producing Team) representations and warranties made in the Letter Agreement including this Certificate of Engagement attached thereto. Company will defend, indemnify and hold harmless ProdCo, and ProdCo's heirs and successors, against any and all liability, damages, costs and expenses, including reasonable outside attorneys' fees, in connection with any third-party claim or action respecting material supplied to ProdCo and/or the Producing Team 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, promotion, distribution, advertising, 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 ProdCo's and/or Producing Team's representations and warranties hereunder, to any matter covered by ProdCo's and/or Producing Team's indemnification obligation, to any uncured material breach of any of ProdCo's and/or Producing Team's obligation 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 ProdCo's and/or Producing Team's representations and warranties and/or indemnification obligations hereunder. Company and ProdCo (on behalf of itself and the Producing Team) 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. ProdCo (on behalf of itself and the Producing Team) shall cooperate in the defense of any claim or action for which indemnification is provided hereunder and shall have the right (at ProdCo's (on behalf of itself and the Producing Team) 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 ProdCo by Company shall be paid without any deductions or withholdings taken therefrom for taxes or any other purpose. ProdCo (on behalf of itself and the Producing Team) acknowledges that Company makes no warranties as to any tax consequences regarding payment of any and all fees by Company to ProdCo, and ProdCo (on behalf of itself and the Producing Team) specifically agrees that the determination of any tax liability or other consequences of the payment to ProdCo is ProdCo's and/or Producing Team's sole and complete responsibility and that ProdCo (on behalf of itself and the Producing Team) 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 ProdCo. In that respect, ProdCo (on behalf of itself and the Producing Team) 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 ProdCo's and/or Producing Team'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. ProdCo and Producing Team understand and agree that, as an independent contractor, neither ProdCo nor Producing Team will have the 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 ProdCo's and/or Producing Team's performance of the services hereunder, and that the Company will not make any unemployment, worker's compensation or other insurance contributions on ProdCo's and/or Producing Team's behalf. ProdCo (on behalf of itself and the Producing Team) agrees that it shall obtain, at ProdCo's and/or Producing Team'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. ProdCo (on behalf of itself and the Producing Team) shall provide evidence of such insurance to Company upon request.

ProdCo (on behalf of itself and the Producing Team) hereby covenants and agrees that

ProdCo and/or the Producing Team 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 ProdCo (on behalf of itself and the Producing Team) 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 ProdCo (on behalf of itself and the Producing Team) 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. ProdCo (on behalf of itself and the Producing Team) acknowledges that ProdCo's and/or the Producing Team'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 ProdCo (on behalf of itself and the Producing Team) acknowledges that Company shall be entitled to seek and/or obtain injunctive and other equitable relief to prevent or curtail any breach by ProdCo and/or the Producing Team in connection herewith.

ProdCo (on behalf of itself and the Producing Team) shall not disclose or otherwise reveal to any third party (i) the terms of ProdCo's and/or Producing Team'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 ProdCo's and/or Producing Team's disclosures (A) to ProdCo's and/or Producing Team's attorneys, accountants and/or representatives (each of whom shall likewise observe this confidentiality provision) and (B) as required by law.

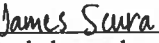
Company may freely (and without restriction) assign or license any of its rights hereunder, and any such assignment or license shall inure to the benefit of such assignee or licensee and shall be binding upon ProdCo (on behalf of itself and the Producing Team). In the event of any such assignment by 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 ProdCo and the Producing Team hereunder accruing from and after the date of such transfer. The services to be rendered by ProdCo and the Producing Team hereunder are personal to ProdCo and the Producing Team and of the essence of the Letter Agreement. Neither the Letter Agreement nor any of ProdCo's (on behalf of itself and the Producing Team) rights or obligations hereunder may be assigned, delegated or otherwise transferred by ProdCo (on behalf of itself and the Producing Team).

[Signatures Next Page]

Executed as of November 21, 2022.

AGREED AND ACCEPTED:


MCGUFFIN ENTERTAINMENT MEDIA
INC. ("**ProdCo**")

By: 
A duly authorized representative
of ProdCo and of each member of
Producing Team

Its: Authorized Representative

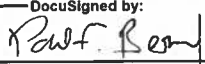
AGREED AND ACCEPTED:

VILLAGE ROADSHOW
ENTERTAINMENT GROUP USA INC.
("**Company**")

By: 
FEA5F615D2F3433...
Its: Secretary and General Counsel

AGREED AND ACCEPTED:

MCGUFFIN ENTERTAINMENT MEDIA
INC. ("**ProdCo**")


PAUL BERNARD ("**Bernard**"), both
individually and as a duly authorized
representative of ProdCo

I have read and understood the Certificate of Engagement and confirm the authority of ProdCo to grant the rights and furnish my services in accordance with the provisions thereof. As a material inducement to Company, I agree to abide and be personally bound by the terms and provisions of said agreement as if I were a direct party thereto. I will look solely to ProdCo for payment of all compensation due me in connection with my services and the grant of rights pursuant to the Certificate of Engagement. If ProdCo or its successors-in-interest should be dissolved or should otherwise cease to exist, or for any reason should fail, refuse or neglect to perform, observe or comply with the terms, covenants and conditions of the Certificate of Engagement, I shall, at Company's election, be deemed to have been engaged directly by Company, and to have been legally bound by all terms, covenants and conditions set forth in the Certificate of Engagement.


PAUL BERNARD ("**Bernard**")

Date: 11/21/2022

[Signatures Continued Next Page]

AGREED AND ACCEPTED:

MCGUFFIN ENTERTAINMENT MEDIA
INC. ("**ProdCo**")

DocuSigned by:

James Scura
JAMES SCURA ("**Scura**"), both
individually and as a duly authorized
representative of ProdCo

I have read and understood the Certificate of Engagement and confirm the authority of ProdCo to grant the rights and furnish my services in accordance with the provisions thereof. As a material inducement to Company, I agree to abide and be personally bound by the terms and provisions of said agreement as if I were a direct party thereto. I will look solely to ProdCo for payment of all compensation due me in connection with my services and the grant of rights pursuant to the Certificate of Engagement. If ProdCo or its successors-in-interest should be dissolved or should otherwise cease to exist, or for any reason should fail, refuse or neglect to perform, observe or comply with the terms, covenants and conditions of the Certificate of Engagement, I shall, at Company's election, be deemed to have been engaged directly by Company, and to have been legally bound by all terms, covenants and conditions set forth in the Certificate of Engagement.

DocuSigned by:

James Scura
JAMES SCURA ("**Scura**")

Date: 11/21/2022