

Fill in this information to identify the case:

Debtor Village Roadshow Productions Inc.

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

Case number 25-10492

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?

Mediabrat Productions Inc.

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?

☒ No

☐ Yes. From whom?

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

Where should notices to the creditor be sent?

Mediabrat Productions Inc.
f/s/o Will Pascoe
c/o Independent Artist Group
10585 Santa Monica Blvd.
Los Angeles, CA 90025, USA

Contact phone

Contact email will@mediabrat.com

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?

☒ 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>10,653.00</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. 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.</p> <p><u>Services Performed</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>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</div> Basis for perfection: _____ <small>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.)</small> 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) _____ % <div><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div></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).

\$ 10,653.00

☐ 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.

\$ 10,653.00

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 07/07/2025
MM / DD / YYYY

/s/William Pascoe
Signature

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

Name William Pascoe
First name Middle name Last name

Title Producer-Writer

Company Mediabratt Productions Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 23421 Summerglen Place, Valencia, CA, 91354, USA

Contact phone 8182996783 Email will@mediabratt.com



Verita (KCC) ePOC Electronic Claim Filing Summary

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

Debtor: 25-10492 - Village Roadshow Productions Inc. District: District of Delaware		
Creditor: Mediabrat Productions Inc. f/s/o Will Pascoe c/o Independent Artist Group 10585 Santa Monica Blvd. Los Angeles, CA, 90025 USA Phone: Phone 2: Fax: Email: will@mediabrat.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:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Services Performed	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 10,653.00	Includes Interest or Charges: No	
Has Priority Claim: Yes	Priority Under: 11 U.S.C. §507(a)(4): 10,653.00	
Has Secured Claim: No Amount of 503(b)(9): Yes: 10,653.00 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: William Pascoe on 07-Jul-2025 11:22:48 a.m. Pacific Time Title: Producer-Writer Company: Mediabrat Productions Inc. Optional Signature Address: 23421 Summerglenn Place Valencia, CA, 91354 USA Telephone Number: 8182996783 Email: will@mediabrat.com		

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

As of March 14, 2024

Will Pascoe
Mediabrat Productions, Inc.
c/o Jackoway Austen et al.
1925 Century Park East - 22nd Floor
Los Angeles, California 90067
Attn: Adam Cooper

RE: “MONSTER OF ALL TIME”

Dear Will:

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 PRODUCTIONS INC., a WGA signatory (“**Company**”), on the one hand, and Mediabrat Productions, Inc. (“**Lender**”) f/s/o WILL PASCOE (“**Artist**”), on the other hand, in connection with the development and possible production of an episodic television series project presently entitled “MONSTER OF ALL TIME” (the “**Project**”) and possible exploitation of all rights therein based. For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto hereby agree as follows:

1. Lender hereby confirms, acknowledges and agrees to the principal terms of the closed deal in connection herewith which terms are confirmed in writing and are attached hereto as Exhibit A and incorporated herein by this reference.
2. All notices from Company to Lender will be sent to Lender and Artist at the address first written above. All payments from Company to Lender shall be sent to Independent Artist Group, 10585 Santa Monica Blvd., Los Angeles, CA 90025. All notices from Lender to Company shall be sent to Village Roadshow Productions Inc., 10100 Santa Monica Blvd. – Suite 200, Los Angeles, CA 90067, Attn: Daron Jackson – VP, 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,

DARON JACKSON
VP, Business Affairs

[Signatures Next Page]

AGREED AND ACCEPTED:

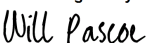
VILLAGE ROADSHOW PRODUCTIONS
INC. (“**Company**”)

By: _____

Its: _____

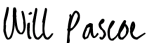
AGREED AND ACCEPTED:

Mediabrat Productions, Inc. (“**Lender**”)

DocuSigned by:


37FFB19CBE47425
WILL PASCUE (“**Artist**”), as sole owner
and a duly authorized representative of
Lender

I have read and understood the Letter Agreement and confirm the authority of Lender 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 Lender for payment of all compensation due me in connection with my services and the grant of rights pursuant to the Letter Agreement. If Lender 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:


37FFB19CBE47425
WILL PASCUE (“**Artist**”)

Date: 7/9/2024

EXHIBIT A
CLOSED PRINCIPAL DEAL TERMS

VILLAGE ROADSHOW PRODUCTIONS INC.

10100 Santa Monica Boulevard – Suite 200

Los Angeles, CA 90067

1. WRITING EP/EP SERVICES IF/COME	VREG will have the exclusive right to pitch the Project for development, production, and/or exploitation for television including, but not limited to, to prospective networks, platforms, financiers and to engage in other development activities.
A. Project	The episodic television series project presently entitled “Monster of All Time.”
B. Committed Format Fee	\$17.5k
C. Pilot Script Fee – IF Come:	\$350k
D. Optional Writing Steps:	WGA Scale plus 10%, but if VR orders a bible, the fee is 100k
E. Pilot/Series Services:	<p>No position until “set up” and once “set up”, best position available.</p> <p>Exclusive in all forms of television series programming (including new media); full time, in person services during production periods (including pre-production); first priority non-material interference at all other times (including post); non-materially interfering development services at all times.</p> <p>Notwithstanding the foregoing and to the extent permitted by the network buyer (in its sole discretion, but VR will use reasonable efforts to secure), allowed to render nonexclusive NWEPS services for third parties on a no material interference basis provided VR and the services hereunder remain, at all times, in first priority and rendered on a non-materially interfering basis.</p>
F. Lock:	2-year lock
G. Episodic Royalty:	<p>\$6k/ep for sole credit, \$4k/ep for shared credit.</p> <p>100/5 for 4 major broadcast networks only</p>
H. SSB	\$25k for sole credit or \$12.5k for shared, based on a twelve (12) episode order (or ten (10) episodes if the initial network license is to a premium cable network license is to a premium streaming service (i.e., HBO, Showtime, Starz) (“Premium Cable”) or premium streaming service (i.e., Netflix, Apple, Amazon, Hulu, Max, Disney+, Peacock, Paramount+)

	<p>("Premium Streamer") reducible pro rata for a minimum of six (6) episodes ordered (or five (5) episodes if the initial network license is to a Premium Camble or Premium Streamer). No SSB if less than six (6) episodes (or fewer than five (5) episodes if the initial network license is to a Premium Cable or Premium Streamer) initially ordered.</p>
I. EP Fee:	<p>If available to render showrunning services (subject to network approval) with customary exclusivity / non-exclusivity (Level 1 Services), then \$80k/ep for pilot/S1, 5% bumps thereafter</p> <p>If not showrunning but still exclusive and full time writing services, then \$70k/ep for S1, \$75k/ep for S2, cumulative 5% bumps thereafter.</p> <p>If unavailable to render Level 1 services, then non-exclusive no material interference, not necessarily in-person but real and meaningful Level 2 services (i.e., non-writing executive producing services) at ½ the applicable Level 1 Showrunning fees above for Pilot/S1, 5% bumps thereafter</p>
J. Consulting:	<p>Life lock on consulting at \$15k if full time, exclusive, in-person EP services rendered for the first two years, otherwise, 1:1 @ \$15k.</p>
K. MAGR:	<p>If sole showrunner, for sole credit, 20% of 100% of MAGR, reducible dollar-for-dollar by non-financing third parties to 15% of 100% of MAGR, and further reducible to 12.5% of 100% to extent out over 35%, or in lieu thereof, 7.5% of 100% of MAGR for shared credit.</p> <p>Good faith efforts to negotiate a reduction if not the sole showrunner and network requires it.</p> <p>10% of 100% if Level 2, reducible by half for shared credit.</p> <p>If not showrunning but still exclusive, in-person, then will negotiate a reduction in good faith with the network at such time if required.</p> <p>Remainder of definition to be negotiated in good faith.</p>
L. Credit	<p>I. Writing credit per the WGA</p> <p>II. EP credit while (whether rendering EP services or consulting) on a separate card, main titles, size/style/placement tied to other Eps</p> <p>III. Logo credit if sole or co-showrunner, on a separate card unless there are 3 or more logo credits, then may be on a shared card</p> <p>We will submit for the "Created by" credit per the NTWC process.</p> <p>All writing credit subject to WGA, and all producer credits subject to network approval which VR shall use good faith efforts to obtain.</p>
2. Other Terms	<p>If sole credit, first opportunity to negotiate to render writing/EP services on each subsequent production subject to customary preconditions, and, in lieu thereof, passives subject to customary preconditions and for each,</p>

	<p>subject to VR’s and network’s customary practices and further subject to good faith negotiations. Floor of this deal subject to network practices/policy.</p> <p>Meaningful consultation on key above-the-line talent while rendering EP services, provided VR has the final decision-making authority in each instance. Inadvertent failure to consult is not a breach.</p> <p>No relocation</p> <p>100/50/50 Travel Premieres (all of the above three points to be negotiated in the long form agreement)</p> <p>Exclusive office / exclusive assistant / parking, each subject to network approval and budgetary parameters.</p> <p>For the avoidance of doubt, all required PH&W payments hereunder, if any, will be paid directly to the applicable guild.</p> <p>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 chain-of-title), suspension and extension rights including for force majeure, breach and any period that the conditions precedent have not been satisfied, further documents, representations and warranties, indemnities, waiver of injunctive relief, free assignability, dispute resolution and confidentiality.</p>
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EXHIBIT B
CERTIFICATE OF ENGAGEMENT
MEDIABRAT PRODUCTIONS, INC.

“MONSTER OF ALL TIME”

VILLAGE ROADSHOW PRODUCTIONS INC. (“**Company**”), a Writers Guild of America (“**WGA**”) signatory, on the one hand, has engaged Mediabrat Productions, Inc. (“**Lender**”) f/s/o WILL PASCOE (“**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 “MONSTER OF ALL TIME” (the “**Project**”) anticipated to be initially released as an episodic television series project. 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), Lender and Artist hereby agree as follows:

Lender and Artist hereby acknowledge, certify and agree that all results and proceeds of every kind of the services heretofore rendered and hereafter to be rendered by Lender and 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 Lender and 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 Lender and/or 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 Lender and/or Artist under such applicable law, Lender and Artist hereby exclusively and irrevocably assign and transfer to Company the Rights and, in connection therewith, any and all right, title and interest of Lender and 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 Lender and/or Artist. Lender, 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 Lender and Artist intend to and do hereby exclusively and irrevocably grant and convey to Company any and all such New Exploitation Rights to the Material granted by Lender and Artist hereunder. Lender, 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. Lender and Artist intend to and do hereby exclusively and irrevocably grant and convey to Company any and all rights to such New

Exploitation Methods with respect to the Material. Lender and Artist further agree that neither Lender nor Artist will 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.

Lender and Artist hereby exclusively and irrevocably grant 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, Lender and Artist hereby irrevocably waive and/or assign to Company Artist's so-called "moral rights" or "droit moral". Lender and Artist expressly acknowledge 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 Lender and Artist of "moral rights" or "droit moral" is not effective, then Lender and 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.

Lender and 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. Lender and Artist hereby irrevocably appoint 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 Lender and Artist fail 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 Lender with a copy of any such document Company executes on behalf of Lender and/or Artist, provided that a failure of Company to provide such a copy shall not constitute a breach hereof or affect the validity of such document.

Lender and Artist hereby irrevocably grant to Company the right to issue and authorize publicity concerning Artist, and to use Artist's name, voice, approved likeness (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 Lender and 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.

Subject to Article 28 of the WGA Minimum Basic Agreement, Lender and Artist jointly and severally represent and warrant 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 Lender's and Artist's knowledge (or that which Lender and 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) Lender and Artist are free to grant all rights

granted and make all agreements made by them herein and are 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 Lender's and 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 Lender or Artist to the Project anywhere in the universe; (vi) that Lender and Artist have not granted or transferred any rights in or to the Material to any third party and have not and will not do anything which has impaired or will impair the right to the Material; (vii) that Artist is a member in good standing of the WGA in connection with the services performed hereunder; (viii) that Lender is a bona fide corporation duly organized and existing under the laws of the state of its incorporation, to the extent required by law; (ix) that Lender has workers' compensation insurance covering Artist and will maintain the same at all times while Artist is rendering services hereunder; and (x) that Artist is under an exclusive contract of employment with Lender for a term extending at least until the completion of all services required of Artist hereunder, which contract gives Lender the right to loan or furnish the services of Artist to Company.

Subject to Article 28 of the WGA Minimum Basic Agreement, Lender and Artist jointly and severally 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 Lender and Artist's representations and warranties made in the Letter Agreement including this Certificate of Engagement attached thereto. Company will defend, indemnify and hold harmless Lender and Artist, and Artist's heirs and successors, and Lender and its officers, directors, shareholders and employees 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, financing, marketing, exhibition, 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 Lender and Artist's representations and warranties hereunder, to any matter covered by Lender and Artist's indemnification obligation, to any uncured material breach of any of Lender and 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 Lender and Artist's representations and warranties and/or indemnification obligations hereunder. Company and Lender shall, upon presentation or institution of any claim or action covered by the foregoing indemnity, promptly notify the other of the claim or action, giving the details thereof. All aspects of the defense of such claims or actions, whether as part of any litigation, negotiation or otherwise including, without limitation, any decision regarding settlement (and Company will meaningfully consult with Lender and/or Artist before settling claims), shall be controlled by Company. Company shall be free to use counsel of Company's choice in connection therewith. Lender and Artist shall cooperate in the defense of any claim or action for which indemnification is provided hereunder and shall have the right (at Lender's or 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, provided, however, if Company, Lender and/or Artist are named defendants to a claim in which damages, if any, are confined solely to monetary damages at law (i.e., cash only), and Company wishes to

enter into a settlement but Lender and/or Artist (as applicable) are unwilling to accept such settlement Company will not settle any portion of any claim(s) attributable to Lender and/or Artist (other than customary clearance claims or claims that, if successful, would diminish or eliminate any of the Results and Proceeds granted to Company hereunder, any of which Company may settle in its sole discretion) and further provided that, if Company wishes to enter into a settlement agreement for any claim(s) involving Company, Lender and/or Artist as named defendants and Lender and/or Artist (as applicable) are unwilling to accept such settlement agreement, then Company shall no longer have any obligation to defend and/or indemnify Lender and/or Artist (as applicable) with respect to the entire claim(s) which Company was willing to settle.

Any and all compensation paid to Lender by Company shall be paid without any deductions or withholdings taken therefrom for taxes or any other purpose. Lender and Artist acknowledge that Company makes no warranties as to any tax consequences regarding payment of any and all fees by Company to Lender, and Lender and Artist specifically agree that the determination of any tax liability or other consequences of the payment to Lender is Lender's sole and complete responsibility and that Lender 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 Lender. In that respect, Lender and Artist agree 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 Lender'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. Lender and Artist understand and agree that, as an independent contractor, neither Lender nor Artist 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 Lender's 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 Lender's or Artist's behalf. Lender agrees that it shall obtain, at Lender'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. Lender shall provide evidence of such insurance to Company upon request.

Lender and Artist hereby covenant and agree that they 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 Lender and/or 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 Lender and Artist hereby irrevocably waive 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. Lender and Artist acknowledge 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 Lender and Artist acknowledge that Company shall be entitled to seek and/or obtain injunctive and other equitable relief to prevent or curtail any breach by Lender and/or Artist in connection

herewith.

Lender and 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, and/or (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, and/or related to any of its officers, owners, managers, or other employees; 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.

Lender and Artist shall be covered under Company's general liability insurance and Company's errors and omissions insurance policies pertaining to the Project to the extent that Company obtains and maintains such policies and subject to the limitations, restrictions, and terms and conditions of such policies. The provisions of this paragraph will not be construed so as to limit or otherwise affect any obligation, representation, warranty, or agreement of Lender and Artist under the Agreement or this Certificate.

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 Lender and 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 Lender and 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 Lender's or Artist's rights or obligations hereunder may be assigned, delegated or otherwise transferred by Lender or Artist.

Executed as of March 14, 2024.

[Signatures Next Page]

AGREED AND ACCEPTED:


VILLAGE ROADSHOW PRODUCTIONS INC.
("Company")

By: _____

Its: _____

AGREED AND ACCEPTED:

Mediabrat Productions, Inc. ("Lender")

DocuSigned by:


37FF519CBE4742F
WILL PASCOE ("Artist"), as sole owner and
a duly authorized representative of Lender

I have read and understood the Certificate of Engagement and confirm the authority of Lender 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 Lender for payment of all compensation due me in connection with my services and the grant of rights pursuant to the Certificate of Engagement. If Lender 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:


37FF519CBE4742F
WILL PASCOE ("Artist")

Date: 7/9/2024