
FIFTY & OVER CLUB

Equity Contribution Agreement "FIFTY AND OVER CLUB"

This agreement is made as of _____ 2021 (the "Agreement"), between Patlaw Productions, LLC a California limited liability company ("Producer") on one hand and _____ (collectively referred to herein as "Financer") on the other hand. The agreement is made in respect to the production, and distribution of a motion picture currently entitled "Fifty And Over Club" (the "Picture") as follows:

1. Picture: "Fifty And Over Club"
 - a. Producer: Patlaw Productions, LLC as managed by Lawrence McNeal III
 - b. Picture Budget: \$200,000 Principal Photography: Commencing no later than _____ 2021, Location: Los Angeles, CA. Final cut and delivery to distributor of picture no later than _____ 2021. Justin Nesbitt to be Line Producer & responsible for production spending, line items will be agreed upon and approved in collaboration between Director and Producer.
2. Production of the Picture. Producer to bear all production responsibilities on the Picture (including all day-to-day producing responsibilities, all business and legal affairs, bank financing and completion guarantee coordination, and all delivery obligations).
3. Exploitation of the Picture. Producer shall be responsible for negotiating and securing the worldwide sales & distribution of the "Picture" in all media through any distributor(s) and shall collaborate with an individual to be designated by lender, prior to any agreements being signed.
4. Financing of the Picture/Financer Equity Payments. In exchange for the first (1) position, of the Gross Receipts of the Picture (both defined in Sec. 5 below) Financer hereby understands and acknowledges that it is financing

the Picture for a 20% interest with 2% interest at \$500,000.00 in the Producer's Gross Receipts from Picture and not in any of Producer's ownership of or other property rights in the Picture.

5. Financial disbursement for the picture: Financers agree to make the cash contribution in the following manner; one (1) wire transfer equity or credit card purchase or check.
6. Apportionment of Gross Receipts. "Gross Receipts" for the Picture shall mean all non-returnable gross revenues received and retained by Producer in connection with exploitation of the Picture. As a matter of clarification "Gross Receipts received and retained by Producer" are not the Picture's gross box office receipts but are the gross receipts the producer receives net distribution and other ordinary cost. Gross Receipts shall be paid in the following order: First from dollar one, to Financer until it has recouped 100% of the amount it financed (cash and services contributed), plus 20%. All remaining Gross Receipts shall be paid to the Producer and Financer pro rata and pari passu with their respective Equity Shares 2% to Financer all over \$500,000) in Gross receipts in perpetuity.
7. Screen Credits: Financer will have the following screen credits in connection with the Picture: Three (3) "Executive Producer" credits on screen in the main titles, one (1) for each and in paid ads, on a "most favorite nations basis" with other Executive Producer credits (including Financier EP credits) at Producer's discretion.
8. Approvals and Controls: As between Producer and Financier, Producer will have all decision making authority regarding the production and exploitation of the Picture worldwide in perpetuity. Notwithstanding the forgoing, Producer shall consult with _____ regarding major or final decisions with respect to the Picture.
9. Accounting and Statements: Commencing on the date which is thirty days (30) after the initial U.S. exploitation of the Picture, Producer will provide Financier with accounting statements showing all costs and Gross Receipts in connection with the Picture on a worldwide basis (i) on a monthly basis for the first (12) months, and then (ii) on a quarterly basis for the next (24) months, and then (iii) annually in perpetuity thereafter. Statements and

accountings, together with all corresponding payments due pursuant to such statements consistent with this Agreement, shall be delivered by Producer to Financier (i) within forty-five (45) days of each monthly reporting period, (ii) sixty (60) days of each quarterly reporting period, and (iii) ninety (90) days of each annual accounting period.

10. Miscellaneous. This agreement shall be governed by the laws of the State of California and disputes relating to the subject matter of this Agreement shall be submitted to courts located in the state of California, Orange County. Copyright in the Picture shall be retained by Producer for all purposes. Financier shall not be entitled to terminate this Agreement or seek to enjoin the exhibition, exploitation or promotion of the Picture.
11. Conflict. This Agreement shall replace any prior agreements between the parties. In the event of a conflict between the terms of this agreement and any previous agreement written or otherwise, the terms of this agreement shall control. In the event the project is not delivered to distributor completed and in a form known as "the standard", all rights and ownership shall revert to investors free and clear.