



TERM SHEET FOR FEATURE FILM – “ALL FOR JULIE”

SUMMARY: “All For Julie”

Budget for Film: \$6.8M CAD.

Investment required: \$5M CAD.

Return on Investment: 115%

Repayment of Investment: 2 years

Investors/Producers share the equity in the film 50/50

Director: Jonathan Demme

Production Period: May 1st, 2017 to August 1st, 2017.

Film Subject: Father and Daughter film in the music business

Location: Canada/US

Post-Production: Toronto Canada

Producers: Ron Manfield and Jack Lenz

Cast: Ryan Gosling, Laura Stoica, Colin Farrell, James Carpinello

Film Release: Theatrical Release in 1st Quarter/2018

Expected Gross Revenue: \$150M worldwide

The undersigned, MPC Productions of 1 Hyde Park Circle, Toronto, Ontario, Canada M3B 3M7, hereinafter called *the Producer*, and the undersigned, (Investor) hereinafter called *the Investor*, agree that this Term Sheet sets forth the terms and conditions for the following described terms of the Investment in the film, “All for Julie”.

1. This Term Sheet is only for discussion purposes and shall not impose any legal obligation on any party.
2. Investor will invest \$5M CAD into the production of the film, “All for Julie” for the purpose of funding the production of the film, “All For Julie”.
3. In consideration for the investment by Investor into the Property, the Investor will receive a 115% ROI on the investment and will also receive a pari passu ownership in the Property. For example, as the budget for the Film is \$5M CAD and the Investor invests the full amount of the budget, the ownership position for the Investor will be 50% of each of the property “All For Julie”.
4. The Producer and the Investor will comply with all applicable laws in carrying out the above described transaction.
5. The Producer owns the title and the underlying rights to the Property.
6. The Producer hereby guarantees that the Property is free from any obligations and liens.

7. There is no pending litigation that has been started against the Producer and/or the Investor that would interfere in any way with the contemplated transaction.
8. Neither the Producer nor the Investor will make any public disclosure about the transaction prior to the closing.
9. The necessary steps to reach a closing would be completed by a suggested date of *January 15th, 2017*. The Closing Date may be subject to an extension or postponement if mutually agreed upon by both Producer and Investor. This Term Sheet will expire on December 31st, 2016.
10. Delivery of the following documents will be made at closing: *see "Exhibit A"*.
12. The final agreement shall be governed by, construed, and enforced in accordance with the laws of the Province of Ontario.
13. Unless provided herein to the contrary, any notice provided for or concerning this shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Term Sheet.

WITNESS our signatures as of the ____ day of _____, 20 ____.

(Signature of Investor)

(Signature of Producer)

(Printed Name of Producer)

(Printed Name of Investor)

Exhibit "A"

Investor's long form agreement
Approved budget for the film, "All For Julie"
Approved screenplay for "All For Julie".
Detailed production budget and schedule for the film.