



## A Real Desire Productions

### MOTION PICTURE INVESTMENT CONTRACT

This investment contract entered into on this day of \_\_\_\_\_ (Print Date) by and between A Real Desire. (d.b.a. A Real Desire Productions) hereby referred to as "A Real Desire Productions" or "Producer/s" and \_\_\_\_\_ (Print Full Name) hereby referred to as "Investor" shall be a legal binding document which outlines the terms and conditions set forth by A Real Desire Productions and Investor.

Whereas:

A Real Desire Productions is producing the Independent Feature Film based on the top selling book by Matthew Carter, with the same name, **War Angel: The Awakening** (working title) ("Motion Pictures"). The budget for the Motion Pictures is \$200,000 (US). A Real Desire Productions currently seek investors so that the A Real Desire Productions may complete production on the film.

A Real Desire Productions has made 50 Investment Units for the Motion Pictures available for purchase at a purchase price of \$4,000 (US) per each Investment Unit.

Investor/s who invest in the Motion Picture shall receive a collective 50% of the producer's gross income/revenue generated, if any, from the sales of the Motion Pictures only.

Each Investment Unit purchased shall be worth 1% of the gross income/revenue generated from the sales of the Motion Pictures only.

A Real Desire Productions' and/or Producer's gross revenue/income is defined herein as: all moneys received by A Real Desire Productions from the sale, distribution, rental or other exploitation of the Motion Pictures only after all costs associated with the production, delivery, distribution and/or exploitation of the Motion Pictures have been totally paid.

A Real Desire Productions will begin pre-production on the Motion Pictures after receiving the "first in" investment (first investment received by A Real Desire Productions from investor) and will conclude postproduction no later than 1 year (365 days) after receiving the "last in" investment (last investment received by A Real Desire Productions from investor).

Page Initialed by: \_\_\_\_\_ (A Real Desire Productions)

Page Initialed by: \_\_\_\_\_ (Investor) \*This Page must be initialed to be valid.



## A Real Desire Productions

### MOTION PICTURE INVESTMENT CONTRACT (Page 2 of 5)

At which time the Motion Pictures are complete, A Real Desire Productions will make best efforts to sell or otherwise lease the Motion Pictures rights to outside third party Motion Picture Distributor ("Distributor") A Real Desire Productions exclusively reserves the right to present and/or sell the film to Distributor of its choice. A Real Desire Productions shall negotiate on behalf of the producers and investors (collectively) with Distributor to obtain the best possible distribution deal for the film.

Whereby:

Investor agrees to purchase \_\_\_\_\_ investment Unit(s) at a purchase price of \$4,000 per Unit totaling a purchase price of \_\_\_\_\_ Dollars.

#### Investor Recoup & Investment Returns

Investor/s will receive Investment Returns, if any, six months (6) after the release date set by the Distributor of the Motion Pictures and/or immediately upon A Real Desire Productions receiving revenue/income from Distributor.

Thereafter, Investor/s will receive Investment Returns, if any, annually and will continue to receive Investment Returns, if any, on an annual basis at the end of each year for the Term of the Investment Contract.

If revenue/income is generated from Distributor and received by A Real Desire Productions, ALL RETURNS will be split at a 50/50 ratio (50% Investor/s, 50% A Real Desire Productions) for the length of the Term of the Investment Contract.

Investor/s shall have the right to review all "sales reports" generated by the Distributor and provided to A Real Desire Productions, as well as the right to review any audit A Real Desire Productions may perform on Distributor. Sales reports are usually generated by Distributor quarterly or as otherwise indicated in the Distributor's contract. A Real Desire Productions will make any sales reports and/or audit, if performed, available to Investor/s annually at each year's end upon Investor's request.

Page Initialed by: \_\_\_\_\_ (A Real Desire Productions)

Page Initialed by: \_\_\_\_\_ (Investor) \*This Page must be initialed to be valid.



## **A Real Desire Productions**

### **MOTION PICTURE INVESTMENT CONTRACT (Page 3 of 5)**

#### **Term:**

The Term of this investment contract will remain in effect for as long as A Real Desire Productions receives income/revenue generated from the sales of the Motion Pictures by Distributor.

#### **Investment is Final:**

Investor/s acknowledge that their investment into Motion Pictures is final and that no refunds will be considered once an investment has been made. Furthermore, Investor/s acknowledge there is no option of selling Investment Units back to A Real Desire Productions.

#### **Liability:**

Investor/s shall not be liable for any of the debts of A Real Desire Productions, the Motion Picture, or for any losses or any other expenses beyond the respective amounts contributed to the Motion Picture by Investor.

#### **Risk Factors:**

Although the founders of A Real Desire Productions thoroughly believe in the potential success of the Motion Pictures, there is no legal guarantee that the Motion Pictures will be financially successful. As with any investment, there are risks associated to investing into entertainment. Investor/s agree that they understand this contract in its entirety and have thoroughly reviewed the Investment Contract. Furthermore, Investor/s who cannot afford to lose their entire investment, should not invest.

#### **Indemnity:**

A Real Desire Productions and each person comprising A Real Desire Productions shall indemnify and hold harmless Investor/s and all of their respective parent, subsidiary, affiliated and related entities, licensees, successors, assigns, principals, shareholders (if any), directors, officers, representatives, agents and employees, from and against any and all liabilities, claims, demands, suits, losses, damages, costs and expenses arising out of or in connection with any breach by A Real Desire Productions or such person comprising A Real Desire Productions in connection with the Motion Pictures.

Page Initialed by: \_\_\_\_\_ (A Real Desire Productions)

Page Initialed by: \_\_\_\_\_ (Investor) \*This Page must be initialed to be valid.



**A Real Desire Productions**

**MOTION PICTURE INVESTMENT CONTRACT (Page 4 of 5)**

Investor/s acknowledge and agree that it is A Real Desire Productions' sole right and responsibility to pursue Distributor or any potential Distributor and/or Distributor affiliate entities with regard to any and all income/revenue potentially due A Real Desire Productions and its Motion Pictures Investor/s, if necessary. Investor/s shall indemnify and hold harmless Distributor and all of their respective parent, subsidiary, affiliated and related entities, licensees, successors, assigns, principals, shareholders (if any), directors, officers, representatives, agents and employees, from and against any and all liabilities, claims, demands, suits, losses, damages, costs and expenses arising out of or in connection with the Motion Pictures.

**Arbitration:**

Any controversy or claim arising out of or relating to this Agreement or the validity, construction or performance of this Agreement or the breach thereof, shall be resolved by arbitration according to the rules and procedures of the Georgia Arbitration Association, as they may be amended. Such rules and procedures are incorporated herein and made a part of this Agreement by reference. The parties agree that they will abide by and perform any award rendered in any such arbitration and that any court having jurisdiction may issue a judgment based upon the award. Moreover, the prevailing party shall be entitled to reimbursement of reasonable attorney fees and costs.

Page Initialed by: \_\_\_\_\_ (A Real Desire Productions)

Page Initialed by: \_\_\_\_\_ (Investor) \*This Page must be initialed to be valid.



**A Real Desire Productions**

**MOTION PICTURE INVESTMENT CONTRACT (Page 5 of 5)**

AGREED TO AND ACCEPTED BY:

A Real Desire Productions: \_\_\_\_\_

Date: \_\_\_\_\_

A Real Desire

A Real Desire Productions

P.O. Box 670098 Bronx, NY 10467

678-615-8837

INVESTOR: \_\_\_\_\_

(Print full name)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Number of Units Purchased \_\_\_\_\_

Amount of Purchase Price \$ \_\_\_\_\_ .00 (\$4,000.00 per Unit)

INVESTOR: \_\_\_\_\_

(Signature)

Date: \_\_\_\_\_