

Independent Co-Production Agreement

Joint financing and production of a feature film by Monmouth Films LLC and a Co-Producer

This Co-Production Agreement (the "Agreement") is entered into by and between Monmouth Films LLC ("Originating Producer") and the undersigned production entity or investment group ("Co-Producer") for the purpose of jointly financing and physically producing the feature film project provisionally titled _____ (the "Picture").

01 BUDGET & CAPITAL CONTRIBUTIONS

The parties agree to target a total baseline production budget of

_____ US Dollars (\$ _____).

Co-Producer agrees to contribute _____ percent (_____%) of the total cash requirements into a dedicated, segregated production bank account according to a mutually approved cash-flow schedule.

02 PRODUCTION LOGISTICS & LOCAL INCENTIVES

The Picture shall be physically filmed primarily on location within _____. Originating Producer shall be responsible for filing all necessary municipal film permits and securing applicable film tax incentive credits, which shall be split between the parties pro-rata based on final cash contributions.

03 DISTRIBUTION PROCEEDS

All gross revenues and streaming distribution license fees derived from the exploitation of the Picture shall be allocated according to the following priority waterfall:

- First, to pay guild residuals, sales agent fees, and verified bank corridor expenses.
- Second, to Co-Producer until one hundred and twenty percent (120%) of their initial capital contribution is fully recouped.
- Third, all remaining net proceeds shall be split pro-rata based on the production equity arrangements executed between Originating Producer and Co-Producer.

EXECUTED BY THE PARTIES

CO-PRODUCER (ENTITY NAME)

CO-PRODUCER SIGNATURE

DATE

Monmouth Films LLC

ORIGINATING PRODUCER

ORIGINATING PRODUCER SIGNATURE

DATE