

SHARE PURCHASE AGREEMENT

For the Film: *The Five Clans of Tresibra: Bloodshed*

This Share Purchase Agreement (“Agreement”) is entered into by and between **Guardian Games Studio**, a Wisconsin-based company, and the undersigned purchaser(s) of shares (“Purchaser”), for the purpose of offering and purchasing shares in the animated feature-length film titled *The Five Clans of Tresibra: Bloodshed* (“Film”).

1. Film Overview

- **Title:** *The Five Clans of Tresibra: Bloodshed*
 - **Type:** Animated feature film
 - **Runtime:** 70 to 90 minutes
 - **Budget: \$350,000**
 - **\$200,000** allocated for towards animation (led by Jesse Warrick)
 - **\$50,000** allocated for editing, software and hardware.
 - **\$100,000** allocated for advertising
 - All other production expenses (e.g., voice acting, music, legal, post-production) will be covered solely by **Guardian Games Studio**
 - **Based on:** The novel by **Spencer Walters**
 - **Directed by:** Spencer Walters and Jesse Warrick
 - **Animation by:** Jesse Warrick (Lead Animator)
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2. Total Shares and Distribution

- **Total Authorized Shares:** 2,000,000 shares
 - **Shares Reserved:**
 - **Spencer Walters:** 400,000 shares
 - **Jesse Warrick:** 100,000 shares
 - **Available for Purchase:** 1,500,000 shares
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3. Purchase Price and Minimum Investment

- **Share Price:** \$0.23 (calculated as $\$350,000 \div 1,500,000$ shares)
 - **Minimum Purchase Requirement:** 2,500 shares (\$575.00 minimum investment)
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4. Shareholder Rights

Purchasers of shares shall receive the following rights:

- **Ownership Stake:** Each share represents an ownership interest in the **Film only**, not in Guardian Games Studio, its other assets, or any affiliated products (e.g., books, video games).
 - **Revenue Participation:** Shareholders shall be entitled to a proportional share of all **net revenue** generated **solely** from the sale and/or rental of the film across streaming and distribution platforms.
 - **Exclusions:** Revenue from book sales, video games, merchandise, or other unrelated media will not be included.
 - **Payouts:** Distributions will occur **after recoupment of production expenses**, with financial records maintained by Guardian Games Studio.
 - **Reporting:** Shareholders shall be provided with reasonable financial reporting related to the film's gross revenue, expenses, and monthly net profit that will be distributed to all shareholders equal to each shareholders percentage of ownership.
 - **Time-Frame:** Shareholders will be paid their portion of the net profit for a time period of 5 years after that film's release date. After the five years have expired, their shares will be dissolved, and they will return to the ownership of **Guardian Games Studio**.
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5. Rights and Discretion of Guardian Games Studio

- Guardian Games Studio shall retain full creative and operational control of the production, distribution, and marketing of the film.
 - Final decisions on streaming platform agreements, licensing, advertising strategy, and expense allocation rest with Guardian Games Studio and its directors.
 - Shareholders shall not have voting rights or managerial input unless specifically granted in writing.
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6. Legal Provisions

- **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the **State of Wisconsin**, without regard to its conflict of law principles.
 - **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
 - **Amendments:** Any amendment to this Agreement must be in writing and signed by both parties.
 - **Entire Agreement:** This Agreement represents the entire understanding between the parties with respect to the subject matter herein and supersedes all prior agreements, whether written or oral.
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7. Acknowledgments

By signing below, Purchaser agrees and acknowledges:

- They are aware this investment carries risk, and revenue returns are not guaranteed.
 - They have read and understood the terms of this Agreement.
 - They are purchasing shares for their own account and not for the purpose of resale or distribution, unless compliant with applicable securities regulations.
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8. Signature Section

Guardian Games Studio

By: _____

Name: Spencer Walters

Title: Director

Date: _____

Purchaser

Name: _____

Address: _____

Number of Shares Purchased: _____

Amount Paid: \$ _____

Signature: _____

Date: _____