

## EXHIBIT A



## Law Office of Kristin Irwin Allen

Dear Lhakpa,

This letter is to set forth the terms and conditions of the agreement reached between your (collective party) Lhakpa Sherpa and Alan Blassberg/First Prize Productions (individually and collectively), in connection with the development and production of an original television, film, literary/digital media project currently known by the working title "Whiteface Mountain"

The parties agree they will devote their efforts to further develop and market the Concept for sale, option and/or other disposition ("Disposition") to a network, distributor, and/or third party production company or financier ("Licensee"). First Prize shall work in good faith with respect to the Disposition of rights in and to the Concept for a period of 18 months, starting from August 28, 2014 (the "Term") If at the end of the term, First Prize is in significant good faith negotiations with a distributor, the term shall be extended through the conclusion of such negotiations.

During the Term, both parties agree not to negotiate or enter into any contract for any television, film, literary/ digital media project that is substantially similar to the Concept, other than with First Prize (Alan Blassberg) or a party designated by First Prize, for the purposes of this agreement. First Prize (Alan Blassberg) will work solely with Lhakpa Sherpa in regards to all sales and development activities. Subject only to Licensee approval, it is anticipated that First Prize Productions will serve in a producer capacity, with a fee to be negotiated in good faith, in accordance with the budget of each episode and industry standards. Any agency package commission or other third parties will come "off the top".

Any agreement with a Distributor ("Development/Production Agreement") shall be subject to the approval of FIRST PRZE. The Term hereof shall be extended for the duration of any Development/Production Agreement. Notwithstanding the foregoing, any Development/Production Agreement will be deemed approved by both parties if such Development/Production Agreement incorporates the following terms:

FIRST PRZE (Alan Blassberg) shall be engaged as Producers for the life of the project and for any sequels, spinoffs and or derivative works both domestically and internationally, and in connection therewith, shall receive (i) an Executive Producer fee from the approved Project budget commensurate with industry standards and (ii)



appropriate credit for such Executive Producer/produced by services.

First Prize Productions shall be entitled to participate in any ancillary revenue derived from any and all exploitation of the Concept with that fee to be negotiated commensurate with industry standards.

First Prize shall be allowed to assign the rights hereunder to any third party, in order to effectuate a Disposition with a Licensee.

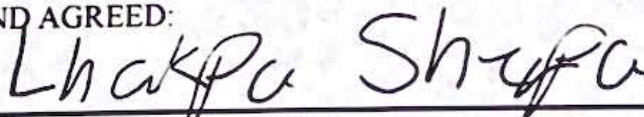
In the event that this agreement expires without a Disposition, Neither party will be able to assign the rights.

For a period of twelve (12) months after expiration of the Term, all parties will not enter into an agreement with respect to the development and/or production of any project similar in nature to ("WHITEFACE MOUNTAIN"), along with any Licensee unless First Prize is also attached as Executive Producer on the New Project.

All parties agree to the following: (A) Should Licensee require additional long form paperwork, then they shall execute such paperwork in order to facilitate production of the Concept.

All other terms and conditions, including fees for services rendered by all parties to the production, shall be negotiated in good faith and commensurate with usual and customary industry standards for projects of this type and scale. The laws of the State of California shall govern this Agreement. In the event of any breach of this Agreement by any party will be limited to monetary damages only, and will not be entitled to seek or obtain injunctive or other equitable relief. The parties shall arbitrate any dispute, which may arise out of this Agreement, according to the rules of the American Arbitration Association. Until such more formal agreement is fully executed, the terms of this Agreement will be legally binding on the parties hereto and their successors and assigns.

ACCEPTED AND AGREED:



Lhakpa Sherpa

Dated: 8/28/2014



Alan M. Blassberg- First Prize Productions

Dated: 8/28/2014



Law Office of Kristin Irwin

Dear Lhakpa,

This letter is to amend the terms and conditions of the agreement reached between you (collective party) Lhakpa Sherpa and Alan Blassberg/First Prize Productions (individually and collectively), in connection with the development and production of an original television, film, literary/digital media project currently known by the working title "Whiteface Mountain", effective as of August 28, 2014 ("Agreement").

The parties agree they will extend the Term of the Agreement through August 28, 2017 (the "Term").

All other terms and conditions of the Agreement shall remain in full force and effect.

ACCEPTED AND AGREED:

Lhakpa Sherpa

Lhakpa Sherpa

Dated: 8/13/16

Alan M. Blassberg

Alan M. Blassberg- First Prize Productions

Dated: 8/13/16



December 23, 2017  
Lilaka Sharpe  
Alan Blansberg

Dear Lilaka,

The following confirms the understanding between Lilaka Sharpe ("Sharpe") and Alan Blansberg and/or First Price Productions (individually and collectively as "Blansberg"), and shall supersede all prior oral and written understandings and agreements between the parties. This letter shall serve to amend the terms and conditions of the agreement reached between you, Lilaka Sharpe and Alan Blansberg First Price Productions (individually and collectively), in connection with the development and production of an original television, film, literary/digital media project entitled all its rights, currently known by the working title "Goddess of the Sky", effective as of August 28, 2014 and as further amended August 28, 2014 ("Agreement").

The parties agree they will further extend the term of the Agreement through December 23, 2018 (the "Term").

All other terms and conditions of the Agreement shall remain in full force and effect.  
ACCEPTED AND AGREED:

Lilaka Sharpe

*Lilaka Sharpe*  
Date:  
1/2/18

Alan M. Blansberg  
President, First Price Productions

*Alan M. Blansberg*

Date:  
12/23/2017

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