



RIGHTS AND SERVICES AGREEMENT (“Agreement”) dated as of March 5, 2014 (the “Effective Date”) by and between Gulp Pictures, Inc., a New York corporation with a business at 181 Hudson Street #1B, New York, New York 10013 (“Gulp”) and Douglas Coulter, an individual residing at 297 Reed Hill Rd NW, Floyd, VA 24091, (“Coulter”) in connection with the television series project presently known as “Untitled Doug Coulter Project” (the “Series”). For the good and valuable consideration contained herein, by the parties’ signatures below, they agree to the following terms:

1. The parties hereto agree to collectively develop the Series.
2. Gulp shall use best efforts to pitch the Series in order to secure an agreement with a third party (each a “Third Party”) for the production of the Series (a “Third Party Agreement”). The terms and conditions of any Third Party Agreement shall be subject to the sole approval of Gulp.
3. The term of this Agreement shall be twelve (12) months from the Effective Date (the “Term”). Should Gulp enter into a third party agreement the Term shall be extended for the term of such Third Party Agreement plus an additional twelve (12) months thereafter. If at the expiration of the Term, Gulp is in bona fide negotiations regarding a Third Party Agreement, the Term shall be extended solely for the purpose of continuing such negotiation, provided that negotiations are carried out in good faith and do not exceed ninety (90) days.
4. Upon Gulp entering into a Third Party Agreement, Gulp shall have six (6) annual, dependent, consecutive production year options to engage Coulter’s exclusive on-air talent, a free license to use any and all intellectual property rights owned or controlled by Coulter, including but not limited to “Untitled Doug Coulter Project,” in connection with an unlimited number of production cycles in any one production year. In addition, Coulter shall provide Gulp with free access to the business property maintained by Coulter and any and all affiliates of Coulter.
5. It is understood by the parties that no party is obligated to enter a Third Party Agreement unless it is comprised of the following terms:
 - 5.1. Gulp shall serve as the production services company and shall receive the customary production company service fee of the applicable episodic budget;
 - 5.2. Coulter shall receive an aggregate episodic on-air talent fee to be negotiated in good faith upon sale of the Series.
 - 5.3. George Plamondon (“Plamondon”) shall receive an “Executive Producer” credit in the opening titles, if any, on separate card in first position with all other attributes no less favorable than any other producer; and
 - 5.4. Gulp shall be entitled to receive a production company logo credit.
6. To the extent not assigned to a broadcaster, the Series shall be owned and controlled by Gulp.

7. If within six (6) months of the expiration of the Term, either Coulter or Coulter's successors or assigns, enters into a Third Party Agreement with any party to whom either party hereto pitched the Series during the Term, the terms and conditions of this Agreement shall apply as if the Term did not expire.

8. During the Term, Artists and Artists' agents, representatives, and other persons closely involved with Artists, shall refrain from discussing or entering any agreement with any third party with respect to or rendering any services whatsoever in connection with any audio-visual concept/content similar to and/or competitive with the Series, unless the prior written consent of Gulp has been obtained.

9. Artists hereby warrant and represent that Artists, and each of them, have the right to enter this Agreement and that none of the rights granted to Gulp hereunder have been granted to any third party.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements entered and to be wholly performed therein. Any and all legal proceedings with respect to this Agreement shall be exclusively subject to courts of competent jurisdiction of the State of New York or the federal government of the United States of America with venue in the County of New York, State of New York.

11. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and may not be changed or amended except as mutually agreed in writing by the parties. Notwithstanding the foregoing, it is specifically contemplated that concurrently with Gulp entering into a Third Party agreement the parties shall enter into a more long form Third Party compliant agreement that incorporates the terms and conditions herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Gulp Pictures, Inc.

By: _____
George Plamondon, President

Douglas Coulter, Talent