# EXHIBIT A

**HUDSON PRIVATE CORP.**
**"BOMBSHELL" FUNDING AGREEMENT**

This **AGREEMENT** made this 27th day of November 2019, by and between **Hudson Private Corp.**, a New York corporation, with its office at 15 East Central Avenue, Pearl River, New York 10965 (hereinafter referred to as **"Hudson Private"**) and **West Ventures LLC**, a Delaware limited liability company with its office at 379 West Broadway, New York, NY 10012 (referred to as **"West Ventures"**).

**WHEREAS:**

A. Hudson Private has entered into that certain term sheet agreement (hereinafter referred to as the "**Financing Term Sheet**" attached hereto as Schedule "A"), dated November 26, 2019 with Creative Wealth Media Finance Corp., a Canadian corporation, provincially registered in the Province of Ontario with an office at 151 Bloor St Suite 700 Toronto Ontario M5S 1S4 (hereinafter referred to as "**Lender**") pursuant to which Hudson Private will purchase a pro rata participation interest in the loan made by Lender to Lucite Desk LLC (hereinafter referred to as the "**Borrower**") pursuant to that certain Loan and Security Agreement dated October 17, 2019 and amended on January 23, 2019, by and between Borrower and Lender (the "**Loan Agreement**") in respect of a motion picture production entitled "Bombshell," formerly referred to as Fair and Balanced (hereinafter referred to as the "**Picture**");

B. Pursuant to the terms of the Loan Agreement (together with the Promissory Note, the Completion Guarantee, and the Intercreditor Agreement, any amendments, supplements, extensions and renewals thereof, and any related agreements, security agreements, documents and instruments, hereinafter collectively referred to as the "**Financing Agreements**"), Lender has entered and/or will enter into certain financing arrangements and has extended and/or will extend a loan in the amount as reflected in the Financing Term Sheet to the Borrower in exchange for certain rights, including a right of repayment plus interest and Net Proceeds Participation, as set forth in the Financing Agreements (hereinafter referred to as the "**Loan**"), upon certain collateral security including the present and future accounts of the Borrower (the "**Collateral**");

C. West Ventures desires to fund Hudson Private's investment pursuant to the Financing Term Sheet in the principal amount of US$5,000,000 (the "**Financing Commitment**"), which funds shall be delivered by West Ventures directly to Hudson Private to fund Hudson Private's obligation pursuant to the Financing Term Sheet, all in consideration of the rights granted West Ventures pursuant to this Agreement; and

D. Hudson Private desires to accept the Financing Commitment, directs West Ventures to tender the Financing Commitment in satisfaction of Hudson Private's commitment to Lender pursuant to the Financing Term Sheet, and in consideration thereof agrees to be bound by all the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and promises herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties hereto agree as follows:

1. (a) West Ventures shall transfer the Financing Commitment amount to Hudson Private pursuant to the wire instructions attached hereto as Schedule "B".

(b) The Financing Commitment shall be repaid on or before the later of (i) one (1) year from the date hereof, or (ii) 180 days after the Picture is released to the public (the "Repayment

 

Date") during which the Financing Commitment shall continue to earn interest at the annual interest rate of thirteen (15%) percent. (the "**Investor Fixed Return**").

(c) Should repayment of the Investor Fixed Return not come before the Repayment Date, parties agree that Investor shall be paid additional interest the greater of (i) the maximum lawful amount; and (ii) 1.5% per month, commencing on the first business day of the next month, on the entire outstanding balance, until such time as all amounts due are fully repaid.

(d) The Funding Commitment shall be secured by all of Hudson Private's rights under the Financing Term Sheet, including Hudson Private's rights in the Loan and Collateral.

(e) Following repayment of the Investor Fixed Return, West Ventures shall receive 5% of any further proceeds (the "**Net Profit Participation**") received by Creative.

(f) In addition to all principal and interest due West Ventures under this Agreement, Hudson Private agrees to pay (a) all reasonable costs and expenses incurred by West Ventures in collecting the amounts due under this Agreement through any reorganization, bankruptcy or any other proceeding and (b) reasonable attorneys' fees when and if this Agreement is placed in the hands of an attorney for collection after default.

(g) All amounts shall be payable in US dollars.

2. Other than the repayment of the Investor Fixed Return and the Net Profit Participation as provided in Section 1 above, Hudson Private shall retain all other benefits under the Financing Term Sheet for providing the funding to Lender, including any participation in the Net Proceeds of the Picture.

3. If for any reason, the Loan is not made pursuant to the Financing Agreements, the Financing Term Sheet is cancelled, terminated, repudiated or revoked, or the Financing Commitment amount is returned by Lender to Hudson Private, then Hudson Private shall promptly return the Financing Commitment to West Ventures, in which case West Ventures would agree, after receipt in full of the repaid Financing Commitment, to forego any other rights and remedies available to it arising out of or from this Agreement.

4. Hudson Private shall promptly forward to West Ventures copies of all documents and information it receives from Lender regarding the Picture, the Loan and the Collateral, including copies of the final executed Financing Agreements, and all reports, updates, etc., during the term of this Agreement.

5. Hudson Private represents and warrants as follows to West Ventures:

(a) Hudson Private is duly organized, validly existing and in good standing under the laws of New York and has all requisite corporate power and authority to enter into this Agreement and to carry out the terms hereof.

(b) All corporate and other actions and proceedings required to be taken to authorize the execution, delivery, and consummation of this Agreement by Hudson Private have been or will be taken.

(c) The execution and delivery of and performance by Hudson Private of this Agreement does not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event of condition) result in a breach or violation of or a conflict with, or allow any other person to exercise any rights under any of the terms or provisions of Hudson Private's organizational or governing documents or by-laws, if applicable, or any other contract, agreement, instrument, undertaking or covenant to which Hudson Private is a party or by which it is bound.

(d) Hudson Private is not insolvent, not involved in any proceeding by or against it as a debtor before any governmental entity under title 11 of the United States Bankruptcy Code or any other insolvency or debtors relief act, whether state, federal or foreign or for the appointment of a trustee, receiver, liquidator, assignee, sequestrator or other similar official. Notwithstanding any failure to receive amounts from Lender pursuant to the Financing Term Sheet, Hudson Private has sufficient funds to repay the Financing Commitment to West Ventures as set forth in this Agreement.

(e) The Financing Commitment shall be used solely for the purpose of satisfying, to the extent of the Financing Commitment, Hudson Private's obligations to Lender pursuant to the Term Sheet and for making the Loan to Borrower.

6. If any of Hudson Private's representations and warranties contained in this Agreement are or become untrue, then such noncompliance shall be an event of default hereunder.

7. West Ventures represents and warrants as follows to Hudson Private:

(a) West Ventures is duly organized, validly existing and in good standing and has all requisite corporate power and authority to enter into this Agreement and to carry out the terms hereof.

(b) All corporate and other actions and proceedings required to be taken to authorize the execution, delivery, and consummation of this Agreement by West Ventures have been or will be taken.

(c) None of the amounts that West Ventures is committing to pay to the Lender are to the knowledge of West Ventures, proceeds obtained or derived, directly or indirectly, as a result of illegal activities.

8. Hudson Private agrees that at any time and from time to time during normal business hours, it will permit West Ventures or its agent to examine Hudson Private's books, records and accounts relating to the Financing Term Sheet, the Lender, the Loan, the Collateral, the Picture and the Financing Agreements and it will upon request furnish West Ventures with such information requested as it may have or be reasonably able to obtain. West Ventures agrees that it will keep all such information confidential.

9. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon sending; if by overnight delivery service, one (1) day after dispatch; and if mailed by registered mail, return receipt requested, five (5) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the address set forth herein;

If to Hudson Private, to the attention of:

Hudson Private Corp
15 East Central Avenue, Pearl River, New York 10965
Attention: Hudson Valley Wealth Management Inc.

 

If to West Ventures, to the attention of

West Ventures, LLC
379 West Broadway
New York, NY 10012
Attention: Craig Phares

10. This Agreement will be governed by, interpreted and enforced in accordance with the laws of the State of New York and the federal laws of United States of America applicable therein. The parties agree to the non-exclusive jurisdiction of the state and federal courts in New York with respect to any matters arising out of this Agreement and waive objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

11. All disputes arising in connection with this Agreement shall first be submitted to non-binding mediation under the supervision of a mediator for a period of at least 30 days from the date that such mediator is selected.

12. The following Schedules are incorporated into and form an integral part of this Agreement, and any reference to this Agreement includes the Schedules:

| | |
|---|---|
| Schedule "A" | Funding Agreement |
| Schedule "B" | Wire Transfer Instructions |

**Assignment**

This Agreement becomes effective when executed by all of the parties to it. After that time, it will be binding upon and enure to the benefit of the parties and their respective successors, assigns, heirs, executors, administrators and legal representatives. Notwithstanding assignment of this Agreement by Hudson Private, Hudson Private shall remain liable to West Ventures for all of its obligation hereunder.

**Liability**

(a) Hudson Private and its Affiliates shall not have any liability to West Ventures or its Affiliates, and West Ventures and its Affiliates shall hold Hudson Private and its Affiliates harmless, with respect to any matters arising in connection with this Agreement except for losses, claims and expenses, including legal, investigatory, accounting and other third-party service provider expenses (collectively, "**Losses**"), resulting from conduct on the part of Hudson Private that constitutes gross negligence, willful misconduct or fraud.

(c) In no event shall any Party be liable irrespective of the nature of such Party's conduct for any indirect, consequential or "lost profits" damages, claims but only for Losses directly resulting from such party's conduct constituting gross negligence, intentional misconduct or fraud. In the event of any dispute between the Parties arising under this Agreement, such dispute shall be resolved in accordance with the terms of Section 11 hereof.

**Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated by it and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

**Time of Essence**

Time is of the essence in this Agreement.

**Execution by Facsimile and Counterparts**

This Agreement including the schedules may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together will be deemed to constitute one and the same document.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the day and year first written above.

**Hudson Private Corp.**

Per: ______________________
Name: Christopher Conover
Title: Chief Executive Officer

**West Ventures, LLC**

By: ______________________
Name: Craig Phares
Title: Managing Partner

 

not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

**Time of Essence**

Time is of the essence in this Agreement.

**Execution by Facsimile and Counterparts**

This Agreement including the schedules may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together will be deemed to constitute one and the same document.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the day and year first written above.

**Hudson Private Corp.**

Per: ______________________
Name: Christopher Conover
Title: Chief Executive Officer

**West Ventures, LLC**

By: ______________________
Name: Craig Phares
Title: Managing Partner

## SCHEDULE "A"

## ***FINANCING TERM SHEET****

 



SCHEDULE "B"

***PAYMENT INFORMATION***

| | |
|---|---|
| **Bank:** | Wells Fargo Bank, NA |
| **Address:** | 420 Montgomery Street<br>San Francisco, CA 94104 |
| **ABA Transit Routing#:** | [redacted] |
| **For Credit to:** | TD Ameritrade Clearing, Inc. |
| **Account #:** | [redacted] |
| **For benefit of:** | |
| **Account #** | [redacted] |
| **Name:** | Hudson Private Corp. |
| **Address:** | 15 East Central Avenue<br>Pearl River, NY 10965 |