

# High Road Productions Inc.

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571 Jarvis Street  
Toronto, Ontario Canada M4Y 2J1  
Tel. (416) 961-8370 Fax: (416) 929-3077

May 12, 1998

Felix Cherniavsky,  
8919 146 Street  
Edmonton, Alberta  
T5R 0V7

*OPTION* *END PAGE*

Dear Felix:

This letter shall confirm the agreement between yourself and High Road Productions Inc. ("High Road") regarding your involvement in a documentary film and a feature film about Maud Allen (individually, the "Documentary" and the "Feature"; collectively, the "Productions"), as follows:

- RIGHTS*
1. High Road wishes you to participate in the Productions on the following terms and conditions
  2. In consideration of your participation in the Productions as set out in this agreement and in consideration of the rights granted herein, High Road shall, subject to paragraph 9, pay you the following amounts:
    - (a) \$500 upon execution of this agreement,
    - (b) \$500 on May 1, 1999,
    - (c) \$500 on May 1, 2000,
    - (d) \$2,500 on the first day of principal photography of the Documentary; and
    - (e) \$10,000 on the first day of principal photography of the Feature

You understand that the payments set out in 2(d) and 2(e) are contingent on High Road financing the Documentary and/or the Feature, as the case may be.

3. High Road acknowledges that you are an authority on the life of Maud Allen and accordingly wishes to engage your services as a consultant for the Productions. You understand that High Road's ability to engage your services as a consultant is dependent upon its ability to raise sufficient development funding to enable it to pay you. In the event it obtains this funding, and subject to your availability, High Road will engage your services from time to time as a consultant for a fee to be negotiated in good faith.

4. Your participation in the Productions shall be provided on an exclusive basis. By exclusive we mean that you shall not co-operate, either directly or indirectly, with any other party in the development or production of an audiovisual production of any kind based in whole or in part on the life of Maud Allen. You shall also not grant any other party the right to develop, produce or exploit an audiovisual production of any kind based in whole or in part on either of your books "The Salome Dancer: Life and Times of Maud Allen" and "Maud Allen and her Art" (the "Books").
5. In this agreement, Material means any information contained in the Books together with all newspaper articles, photographs, tape recordings, letters, diaries and any other material related to the life of Maud Allen that is in your possession or control, including the material deposited with Dance Canada (including the Salome costume). You hereby grant High Road the exclusive right to incorporate any or all of the Material into the Productions in any way it deems advisable and to distribute the Productions in all manner and media of communication whether now known or hereafter devised, throughout the universe, in perpetuity.
6. You agree that in the event you are engaged as a consultant pursuant to paragraph 2, the proceeds and results of your services as a consultant shall be the exclusive property of High Road throughout the universe in perpetuity and you hereby assign and transfer to High Road all your right, title and interest, including copyright, in and to such property. You hereby waive any moral right or similar right you may have in such property.
7. You warrant and represent to High Road that you are empowered to enter into this agreement and to grant the rights granted hereunder and that you have not entered into and will not enter into any agreement that would diminish the rights granted to High Road hereunder.
8. In the event that High Road does not pay you either of the sums referred to in paragraph 2(d) or 2(e) prior to May 1, 2001, paragraphs 4 and 5 of this agreement shall be deemed to be of no further force and effect.
9. In the event High Road decides not to continue with the development of the Productions, it shall have the right to terminate this agreement upon written notice to you in which case its sole obligation to you shall be to pay you sums due you pursuant to paragraph 2 as of the date of termination.
10. This agreement shall be governed by the laws of the Province of Ontario and the parties hereto attorn to the jurisdiction of the Province of Ontario.

If you agree to and accept the terms and conditions contained in this letter, please so indicate by signing in the space provided below and returning one signed original of this letter to me. Please date the agreement as well.

Yours sincerely,

HIGH ROAD PRODUCTIONS INC.

per: \_\_\_\_\_  
Paul Jay

ACCEPTED AND AGREED TO THIS DAY OF \_\_\_\_\_, 1998.

\_\_\_\_\_  
Felix Cherniavsky

MICHAEL BEZCHERMAN.