

H U N I T

infrastructure to digitalize private  
market assets

# DIGITALIZATE OWNERSHIP OF PRIVATE MARKET ASSETS

## Financial instruments, alternative assets, real estate

### Mezzanine Debt Agreement

#### Parties to the Agreement

Issuer	Acme Ltd. address, Issuer number
Investor	Identification automatically retrieved from KYC accreditation data

#### Preamble

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#### 1. Definitions

- Agreement Date is the current time/date when the Agreement is executed by the Investor
- Close is the current time/date when Closing Conditions are satisfied
- Closing Conditions are the conditions specified in Section 2 of this Agreement
- Current time/date is the time and date in Central European Timezone as validated by the World Atomic Clock (see API)
- Distribution Bank Account is Generated by settlement platform
- Face Value is €10.00
- Instrument is the digital representation of the investment made by the Investor, comprised of a token issued on the public Stellar blockchain and associated with this Agreement
- Issue is the act of creating the Instrument or creating additional Instruments as may be permitted in this Agreement
- Investor Bank Account is Generated by settlement platform
- Investor Stellar Public Key is Retrieved from investor KYC documentation
- Issuer Bank Account is Generated by settlement platform

### Screenplay Co-Ownership Agreement

This **Deal Point Checklist** is designed to highlight areas of importance when entering into a **Screenplay Co-Ownership Agreement**. Attorney [Michael Norman Saleman](#) offers these Deal Point Checklists as a courtesy for independent filmmakers. [Contact MovieLaw](#) if you need help with any of your film's legal documentation.

- Term**
  - Length of Agreement
  - How long will the agreement last?
  - For a period of years?
  - The life of the copyright?
  - In perpetuity?
- Ownership**
  - How will the property be owned (jointly)?
  - Will any rights be held back by any party?
- Assignments**
  - Will any one party have to assign any rights to the other?
- Exploitation Rights**
  - Will any or all of the parties have the right to exploit the screenplay?
- Approvals**
  - Will agreements regarding exploitation require unanimous approval?
  - If more than two parties, a majority?
  - Can any one party bind the others, but be required to account to the others for money?
- Credits**
  - Joint or sole credit?
  - "Story By" credit for any one party?
  - Who is in first position if a shared card?
  - Separate Card for each owner?
- Death or Incapacity of any Party**
  - Can the estate or Guardian/Conservator have any say in exploitation, or does surviving party control all exploitation subject only to a duty to account to the estate or representative?
  - Will credits be altered in the event of death?
- Assignment of Proceeds**
  - May any party assign proceeds to someone else (gift, debt, etc.)?
  - Will consent be required by other owner(s) if a party does so?
- Sequels and Remakes**
  - What if one party wishes to create a sequel or remake?
  - Must the other owners be notified?
  - Must he/she account?

### Among beneficiaries establishing co-ownership.

State of \_\_\_\_\_  
County of \_\_\_\_\_  
This agreement, dated \_\_\_\_\_, is made between \_\_\_\_\_, of \_\_\_\_\_ [address], \_\_\_\_\_, of \_\_\_\_\_ [address], and \_\_\_\_\_, of \_\_\_\_\_ [address], who are the beneficiaries under a certain land trust agreement dated \_\_\_\_\_, with \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, as trustee. The principal of the land trust is certain real estate situated in the County of \_\_\_\_\_, State of \_\_\_\_\_, more particularly described in Exhibit \_\_\_\_\_, which is attached and made a part of this agreement.







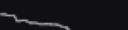





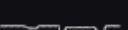
In connection with the trust agreement, the parties agree as follows:

- The parties shall share in the earnings, income, and profits of the property in the following proportions: [set forth percentage of participation of each party].
- The parties shall open a checking account with \_\_\_\_\_ [bank] under the name of \_\_\_\_\_, which account shall require the signature of [any two] of the parties for withdrawal. All cash receipts from the property shall be deposited in the account, and all expenses of operating the property, including taxes, insurance, legal fees, accounting fees, and all other necessary disbursements, shall be paid from the account.
- Full and accurate books of account, showing all income, expense advances, withdrawals, assets, and liabilities shall be maintained by \_\_\_\_\_ [accountants] in accordance with generally accepted principles of accounting.
- The property has been [or is being] acquired solely for investment purposes. No party shall have any authority to obligate the others for any expense or liability in connection with it, or to contract or deal with the property on behalf of the others in any manner. Each party shall be liable only for his or her share of the purchase price, taxes, special assessments, public liability insurance, and other expenses related to the property.
- Failure by a party to contribute his or her share of the money necessary to accomplish any of the purposes for which the property is held or to pay any expenses or liability in connection with his or her share shall at the option of the majority in interest of the other parties, create a debt from the delinquent party to the other parties in the amount of the liability, plus interest at the rate of \_\_\_\_\_ % annually until paid, collectible either by suit or by charging it against any income or proceeds of sale due then or in the future to the delinquent party. A majority in interest of the other parties may, if the debt failure shall continue for \_\_\_\_\_ [number] months or more, consider that failure as an offer by the delinquent party to sell his or her interest under Paragraph 6.
- In the event any party desires to sell, transfer, donate, or otherwise dispose of all or any part of his or her interest, he or she shall deliver written notice of this desire to the other parties, specifying the interest he or she desires to dispose of. In the event this disposition is to be made to any party other than \_\_\_\_\_ [identity of parties to be exempted, if any], then and in that event, each of the other parties shall have the option to buy, and the offering party shall be obligated to sell to each, an interest in the same proportion his or her individual interest bears to the total interest of the other parties and at a price equal to the value of the offering party's interest at its then book value as determined by \_\_\_\_\_ [accountants].  
In the event the offering party has received a bona fide offer from a third party for any part of his or her interest, which offer he or she desires to accept, he or she shall notify the other parties in writing of the terms and conditions of the offer and the other parties shall have the right, if they so elect, to purchase within \_\_\_\_\_ [number] days from the receipt of the notice on the same terms and conditions as so offered. In the event all or any of the parties desire to so purchase, the offering party's interest shall be prorated among those desiring to purchase on the basis of their respective interest.
- In the event none of the other parties desire to purchase, the offering party may sell to the proposed buyer after the expiration of the \_\_\_\_\_ [number] days' acceptance period, provided the sale is completed within \_\_\_\_\_ [number] days.
- In the event of the death of a party or the appointment of a personal representative, the sale of the interest of the deceased shall be in the manner prescribed in the preceding paragraph.
- This agreement shall be binding on the parties, their heirs, personal representatives, successors and to parties to whom it may be assigned in accordance with its terms and conditions. All additions or amendments must be approved by all of the parties.

[Signatures]

# ACCESS A GLOBAL DECENTRALIZED MARKET

Native to the Stellar blockchain protocol

stellar x		Markets	Wallet	Activity	Support	USD ▾	👤	
MARKETS	• XLM	US DOLLAR	CHINESE YUAN	BITCOIN	ETHEREUM	LITECOIN	ALL ▾	🔍 SEARCH
ASSET	ISSUER	TOKEN	PAIR	PRICE	VOLUME 24H	CHANGE 24H	PRICE 7D	★
🔗 Ether	interstellar.exchange	ETH GCNS_VV6P	ETH / XLM	2,653.8573817 XLM	164.353 USD	13.03K	-2.6%	 ★
🔗 Ether	apay.io	ETH GBDE_DUXR	ETH / XLM	2,998.3705521 XLM	185.689 USD	7.636k	+10.9%	 ☆
🔗 Ether	fchain.io	ETH GBET_IKYU	ETH / XLM	2,959.3997254 XLM	183.276 USD	0.427k	-	 ☆
🔗 Ether	stablecoincorp.com	ETH GAC6_7JGZ	ETH / XLM	2,889.1187985 XLM	178.923 USD	-	-	 ☆
🏠 SureRemit	sureremit.co	RMT GDEG_ZE3N	RMT / XLM	0.0289898 XLM	0.002 USD	24.03k	-2.1%	 ☆
🏠 GOLD	stellarmetals.org	GOLD GAJS_V4PF	GOLD / XLM	25,789.2823742 XLM	1,597.130 USD	13.49k	-2.2%	 ☆
🏠 ULT	foxtrex.com	ULT GC76_KULT	ULT / XLM	0.4074000 XLM	0.025 USD	12.44k	-2.5%	 ☆
🔗 Litecoin	interstellar.exchange	LTC GCNS_VV6P	LTC / XLM	913.5757354 XLM	56.578 USD	12.32k	-3.4%	 ☆
🔗 Litecoin	stellarport.io	LTC GBV0_5PL5	LTC / XLM	902.9847582 XLM	55.922 USD	10.87k	-3.5%	 ☆
🔗 Ripple	stellarport.io	XRP GBV0_5PL5	XRP / XLM	3.6723849 XLM	0.227 USD	10.46k	-4.0%	 ☆
🔗 Ripple	interstellar.exchange	XRP GCNS_VV6P	XRP / XLM	3.6928654 XLM	0.229 USD	4.039k	-5.2%	 ☆
🔗 Diamond	diamond.gratis	Diamond GA70_IVBX	Diamond / XLM	0.0096000 XLM	0.001 USD	9.912k	-	 ☆
🔗 GRAYLL	grayll.io	GRX GAQQ_H333	GRX / XLM	0.3650000 XLM	0.023 USD	9.608k	-3.7%	 ☆