



CITY OF ALEXANDRIA, LOUISIANA
MAYOR JACQUES M. ROY

FOR IMMEDIATE RELEASE

November 26, 2012

City of Alexandria, Office of the Mayor

CYPRESS MOON FILM PROJECT

According to Cypress Moon It Intends to Begin Filming and Refund Incentives

Alexandria, Louisiana—Today, the Alexandria Town Talk contacted this office to inform it that Cypress Moon Productions, Inc. had informed a newspaper in Alabama it intended to refund the incentives advanced by Alexandria and begin filming the awaited feature on the notorious gangsters, Bonnie and Clyde. According to the Alabama report, Cypress Moon disputes who first raised financial incentives—and, notably, the timing of incentives. The local newspaper has requested comment from the City on the latest article from Alabama.

When the Mayor informed the newspaper writer in Alexandria the story had essentially been done on “the same or similar claims,” the newspaper informed that Cypress Moon’s intent to return the funds and start filming before Christmas as well as whose idea originated the timing of funding to help the project were important and merited a follow up. Reluctant to comment, the writer informed the Mayor, “Call me story runs Tuesday.” The Alexandria newspaper has had the actual agreement between the parties since the story recently ran in Alexandria on or about November 15, 2012. The agreement was published and has been a public record since 2009. In response to the story, this press release is being provided to Cypress Moon, Inc. and the Alabama journal in an effort to put the parties “on the same script.”

Mayor Jacques Roy stated, after reading the Alabama story at the request of the Alexandria paper, today, “It seems like the parties are getting back on track, and we look forward to working with Cypress Moon. I know the City Attorney and Cypress Moon are



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working out some guarantee language and an assignment to get past the City's angst about filming. We would welcome return of the funds, now, and but I believe if Cypress films as agreed it is entitled to the funds." The mayor and staff further discussed the issues and provide for the public the following findings:

1. The story in Alabama and the Alexandria story do cover nearly identical claims. The Administration for Alexandria does not think reporting that tends to pit parties against one another will add value to the issues and can harm the delicate relationships created in this industry, but the city is compelled to state what the events leading up to today demonstrate and note similar agreements have been done and finished with little fanfare. Cypress's vision for its film has met tough challenges and the officials monitoring the cooperative endeavor understand those issues, as documented by relevant trade journals in L.A.
2. Second, officials look forward to re-establishing work with Cypress Moon when it begins to film.
3. Thankfully, the executed contract speaks to "the deal" that was done.
4. The mayor and staff have spoken with numerous persons present at the two meetings discussing the timing of payment, including the Executive Director of the CVB. While Cypress Moon's characterization of the process might not be accepted by those present with the mayor and other stakeholders when discussed in Raceland, Louisiana, and at City Hall, such a differing view is of no moment to Cypress Moon or the City of Alexandria given the clear terms of approved fund use in exchange for clear deliverables present in the agreement. Because of this, any negative accusations do not serve the parties who have worked hard to make this happen, especially Cypress Moon, and therefore the City will not "answer back" to allegations the contract speaks to beyond what is here. Why?
5. Mainly, Cypress Moon has stated its intent to return the funds and film in Central Louisiana, so the parties can now sit back and wait to receive back the funds and enjoy the film, or agree to the unconditional guarantee and assignment. In either case, the taxpayer is protected even more.
6. Also, the contract provided a timeframe to shoot and for updates from the filmmaker who received the incentive. The contract states:
 - a. "Between required performance reporting dates, Contracting Party shall

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inform Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals.

- b. "Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation."
7. Thus, the contracting party, Cypress Moon, had an affirmative obligation to inform and provide the city with plans to remedy.
8. Early on, Cypress did stay in constant contact with the monitor about the issues faced and the attempts to remedy the issues. Cypress provided detailed accounts to officials regarding goals and timelines. Cypress suffered a series of issues with actors and stakeholders associated with the film. Officials sympathized with Cypress, and granted additional time.
9. When this was not done satisfactorily for the monitor and city attorney, the city defaulted the contracting party in 2010 as a protective measure to the taxpayer—but, importantly, the parties kept working together. While filing a lawsuit was an option for the city attorney's office and conveyed as such in the 2010 default, the city attorney eventually made a determination, along with the monitor, to advise the mayor to grant more time given the contract in place and ability to receive repayment by other means. Simply put, filing a suit would not accomplish any goal and could alienate an important industry that officials were charged with attracting—especially when there was no need to use such a non-business-friendly remedy.
10. In January of 2012, among other media discussions, the film was set to begin apparently in Alabama as stated in the article, titled "Filming for Selma," in the Selma Times Journal, at which time filming was said to be imminent. Other places to film included Mississippi and Louisiana locations. According to Bill Hess of the City of Alexandria's office of Economic Development, Cypress Moon always claimed it would film throughout the south, but "it was the 'production spend' in the Alexandria, Louisiana region that merited the incentives, not merely filming in Louisiana generally or other places."
11. The monitor and city attorney felt litigation would ensure no film would be made

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and wanted to give Cypress Moon every benefit of the doubt given the repeated assurances by its principal filming was imminent. The mayor therefore never authorized pursuing litigation, and has not to this day authorized litigation.

12. The city's funds were advanced for the filming and creation of a certain "production spend down" in the community. The film has not commenced. The contract monitor is further obligated to ensure "any missing deliverables" are gained by the city. The city attorney is doing so. The "production estimate spend"—with 10% leeway margins—was the central deliverable contracted by Cypress Moon. It appears that spend may be modified, which would further cause problems with the agreement.
13. The City of Alexandria is keen to the issues with filming independently and the financing challenges, and therefore gave years of leeway to the contracting party; however, in the first week of November 2012, the senior staff and Mayor requested follow up by the City Attorney. By chance or perhaps because other film initiatives were being discussed, the Alexandria reporter asked about the film's progress on November 14, 2012. So, while the City was following up prior to the Alexandria reporter's request to comment, it was not doing so in a way to embarrass or harm Cypress Moon. Finally, it is notable that, as reported by the Alabama journal, the interview given by the Mayor was at a briefing at which time reporters can ask any questions, on any topic. A full view of the briefing will indicate that while the Mayor answered the questions directly, he indicated he thought the film would be made and that the incentives were Cypress Moon's if compliance with the agreement occurred.
14. The Mayor appreciates the issues surrounding filmmaking and wishes Cypress Moon only success. The city desires to help Cypress Moon produce the film and will continue to work with Cypress Moon pursuant to the terms of the agreement.

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