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PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- Letter date and deadlines are open. Q3 2026 statement was due November 15, 2026, and the latest source item is dated October 30, 2026. Confirm the letter date is after November 15, 2026 before asserting that all four statements (Q4 2025 to Q3 2026) are overdue.
- The only quantified unpaid amount is the Q3 2025 balance of $6,480.00 ($12,480.00 less $6,000.00, from the client's summary and the statement and deposit records). Check this figure. Amounts for Q4 2025 through Q3 2026 are unknown, and interest under Section 5.3 (1% per month) is not calculated. Confirm the start date for interest.
- Public statements: the press release says more than 40,000 copies sold in 2025, while the statements received show 18,600 units for Q1 to Q3 2025 and no Q4 2025 statement exists. It is unclear whether the 40,000 figure includes the expansion. The booth sign counts "players," not units. The letter draws no calculation from these figures.
- The Ember Isles expansion launched in October 2025, after the last quarter reported (Q3 2025). Its absence from the received statements is therefore not itself underreporting. The letter treats it as unreported for Q4 2025 onward only.
- No statement or payment record is in the file for September 1 to December 31, 2024 (the first partial quarter and Q4 2024, with statements due February 15, 2025). Confirm with the client whether any sales or statement exist for that period before fixing the audit period.
- Audit: the audit period, the accountant (if any), and the proposed dates and location are placeholders. Section 6.1 allows one audit per calendar year, and the file does not show whether an audit was already held in 2026.
- Termination (Section 11.2): the letter only reserves the right and is not drafted as a cure notice. A cure date must be no earlier than the next quarterly statement date. The attorney should decide whether to send a separate notice.
- Only excerpts of the license were provided. The notice clause (delivery address and method), any fee-shifting clause and any dispute-resolution clause were not provided, and no attorney fees are demanded. Confirm the CFO's name and the recipient ZIP code.
- Page cites: "Agreement p." refers to the license's own internal page numbers shown in the excerpt. File cites use the page numbers of the files received.
- [VERIFY] items for Iowa: enforceability and computation of the 1% per month contractual interest, and any Iowa rule on interest on late royalties. Nathaniel Oduya

signed only as Managing Member, so the letter treats Wren Hollow Games LLC as the claimant.

Brennan Okafor PC
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

[ADD: CFO name], Chief Financial Officer
Ashgrove Tabletop Publishing Inc.
77 Foundry Hill Drive [license_agreement_excerpt.pdf p.1]
Marlow Bend, Iowa [ADD: ZIP]

Re: Demand for Unpaid Royalties and Missing Royalty Statements, and Notice of Audit, Game License Agreement effective September 1, 2024 ("Lanterns of Kestrel"), Wren Hollow Games LLC, Reference No. [ADD: Ashgrove account or reference number, if any]

Dear [ADD: CFO name]:

Introduction

We represent Wren Hollow Games LLC and its owner, designer Nathaniel Oduya [firm notes]. Wren Hollow Games LLC is the Licensor under the Game License Agreement with Ashgrove Tabletop Publishing Inc. for the game "Lanterns of Kestrel," effective September 1, 2024 (the "Agreement") [license_agreement_excerpt.pdf p.1]. The Agreement was signed on August 20, 2024 by Mr. Oduya as Managing Member and by Harriet Lomax as President of Ashgrove [license_agreement_excerpt.pdf p.1].

Ashgrove has paid only part of the royalty due for the third quarter of 2025. It has delivered no royalty statement and made no payment for any quarter since. This letter demands payment and the missing statements, and gives notice of our client's audit under the Agreement.

The license

The Agreement provides, in relevant part:

- **Royalty (Section 4.1, Agreement p.3):** "Licensee will pay Licensor a royalty of 8% of Net Receipts from all sales of the Game and its expansions in all channels." [license_agreement_excerpt.pdf p.1]
- **Net Receipts (Section 4.2, Agreement p.3):** "gross amounts invoiced by Licensee, less returns, shipping charges and sales taxes actually credited or paid." [license_agreement_excerpt.pdf p.1]

- **Advance (Section 4.3, Agreement p.3):** a nonrefundable advance of $15,000, "recoupable only from royalties earned under Section 4.1." The advance was paid October 1, 2024. [license_agreement_excerpt.pdf p.1]
- **Statements and payment (Section 5.1, Agreement p.4):** "For each calendar quarter, Licensee will deliver a royalty statement showing units sold by channel, gross invoiced amounts, deductions, Net Receipts and royalty due, together with payment, on or before February 15, May 15, August 15 and November 15 for the preceding calendar quarter." [license_agreement_excerpt.pdf p.1]
- **Late payment (Section 5.3, Agreement p.4):** "Amounts not paid when due bear interest at 1% per month until paid." [license_agreement_excerpt.pdf p.1]
- **Audit (Section 6.1, Agreement p.5):** quoted in the audit section below. [license_agreement_excerpt.pdf p.1]
- **Termination (Section 11.2, Agreement p.9):** Licensor may terminate by written notice if Licensee fails to pay any amount or deliver any statement when due and does not cure by the cure date stated in Licensor's notice, which "will be no earlier than the next quarterly statement date." [license_agreement_excerpt.pdf p.1]

Statements and payments

Our client's records show the following:

Period	Statement received	Royalty reported	Amount paid	Date paid	Source
Q1 2025	May 14, 2025	$9,984.00	$0.00 (royalty payable $0.00 after $9,984.00 of advance recouped)	N/A	[royalty_statements_and_payments.pdf p.1]
Q2 2025	August 14, 2025	$13,248.00	$8,232.00 (after $5,016.00 of advance recouped)	August 14, 2025	[royalty_statements_and_payments.pdf p.1]
Q3 2025	November 17, 2025	$12,480.00	$6,000.00 (memo: "Q3 2025 royalty, partial")	November 20, 2025	[royalty_statements_and_payments.pdf p.1]
Q4 2025 (due February 15, 2026)	Not received	[ADD: amount not reported]	None received	N/A	[royalty_statements_and_payments.pdf p.1]

Period	Statement received	Royalty reported	Amount paid	Date paid	Source
Q1 2026 (due May 15, 2026)	Not received	[ADD: amount not reported]	None received	N/A	[royalty_statements_and_payments.pdf p.1]
Q2 2026 (due August 15, 2026)	Not received	[ADD: amount not reported]	None received	N/A	[royalty_statements_and_payments.pdf p.1]
Q3 2026 (due November 15, 2026)	Not received	[ADD: amount not reported]	None received	N/A	[royalty_statements_and_payments.pdf p.1]

The Q1 through Q3 2025 statements report 18,600 units in total [royalty_statements_and_payments.pdf p.1]. The advance was recouped in full across the Q1 and Q2 2025 statements ($9,984.00 and $5,016.00) [royalty_statements_and_payments.pdf p.1]. The Q3 2025 statement was received on November 17, 2025, after the November 15 due date in Section 5.1. Our client's bank records show no deposit from Ashgrove after November 20, 2025 [royalty_statements_and_payments.pdf p.1].

The shortfall

Q3 2025 balance. Ashgrove's own Q3 2025 statement reports a royalty of $12,480.00. Ashgrove paid $6,000.00 on November 20, 2025, leaving $6,480.00 unpaid [royalty_statements_and_payments.pdf p.1]. On the same day, Ashgrove's Controller, Gordon Pell, wrote to Mr. Oduya: "Cash is tight after the holiday print run. We will send the balance with the Q4 statement in February." [correspondence_and_sales_evidence.pdf p.1] No balance and no Q4 statement followed.

Item	Amount	Source
Q3 2025 royalty reported by Ashgrove	$12,480.00	[royalty_statements_and_payments.pdf p.1]
Less payment received November 20, 2025	$6,000.00	[royalty_statements_and_payments.pdf p.1]
Total (as read from the bills): Q3 2025 balance unpaid	**$6,480.00**	[royalty_statements_and_payments.pdf p.1]

This figure excludes interest under Section 5.3, [ADD: interest computation through date of letter], and any royalty for Q4 2025 through Q3 2026, which cannot be determined because Ashgrove has not delivered the statements.

Missing statements. Statements and payments were due February 15, 2026, May 15, 2026, August 15, 2026 and November 15, 2026. None has been received [royalty_statements_and_payments.pdf p.1]. Our client asked for them in writing:

- On March 2, 2026, Mr. Oduya wrote to Mr. Pell that he had not received the Q4 statement or the Q3 balance of $6,480, and asked for both [correspondence_and_sales_evidence.pdf p.1].
- On June 1, 2026, Mr. Oduya wrote again to Mr. Pell, copying Ms. Lomax, that he still had no statements for Q4 2025 or Q1 2026 and no payments since November [correspondence_and_sales_evidence.pdf p.1].
- On June 9, 2026, Ms. Lomax replied: "we are reworking our accounting system. Statements will be caught up soon." [correspondence_and_sales_evidence.pdf p.1]

No further statements or payments have been received [correspondence_and_sales_evidence.pdf p.1].

Ashgrove's public statements about sales. Ashgrove has continued to sell the Game and has described its sales publicly:

- Ashgrove's January 14, 2026 press release stated that "Lanterns of Kestrel was our breakout hit, with more than 40,000 copies sold in 2025 across retail, online and convention sales, plus the new Ember Isles expansion launched in October." [correspondence_and_sales_evidence.pdf p.1]
- A sign at Ashgrove's booth at the Prairie Games Expo in Prairie Lacs, Iowa, photographed by our client on April 18, 2026, read: "Lanterns of Kestrel: 50,000 players and counting!" [correspondence_and_sales_evidence.pdf p.1]
- Ashgrove's online store, as captured October 30, 2026, lists Lanterns of Kestrel at $54.99 and the Ember Isles expansion at $29.99, both "In stock." [correspondence_and_sales_evidence.pdf p.1]

The statements Ashgrove delivered report 18,600 units for the first three quarters of 2025, and no statement has been delivered for the fourth quarter of 2025 [royalty_statements_and_payments.pdf p.1]. The Ember Isles expansion launched in October 2025, and Section 4.1 applies to "the Game and its expansions in all channels." No statement received to date reports any Ember Isles sales [correspondence_and_sales_evidence.pdf p.1]. We draw no conclusion from these figures here. They show why complete statements and access to Ashgrove's books are needed.

Audit request

Section 6.1 of the Agreement provides: "Once in any calendar year, on written notice, Licensor or its accountant may inspect and copy Licensee's books and records relating to the Game during normal business hours. If an audit shows an underpayment of more than 5% for any period, Licensee will pay the reasonable cost of the audit in addition to the underpayment and interest." [license_agreement_excerpt.pdf p.1]

This letter is our client's written notice under Section 6.1. Wren Hollow Games LLC, through [ADD: accountant name, or "its representatives"], will inspect and copy Ashgrove's books and records relating to the Game for [ADD: audit period]. This includes records of units sold by channel, invoices, returns, shipping and sales-tax credits, and sales of the Ember Isles expansion.

We propose that the audit begin on [ADD: proposed start date] at [ADD: location] during normal business hours. Please confirm the date, or propose an alternative within [ADD: number of days] days, and identify the person who will coordinate access. Ashgrove should preserve all books, records and electronic data relating to the Game and its expansions.

Demand

We demand that, by [ADD: response deadline], Ashgrove:

- Pay [ADD: demand amount], representing the unpaid royalties and interest due under Section 5.3 of the Agreement.
- Deliver the royalty statements for Q4 2025, Q1 2026, Q2 2026 and Q3 2026, each containing the information required by Section 5.1: units sold by channel, gross invoiced amounts, deductions, Net Receipts and royalty due, including all sales of the Ember Isles expansion.
- Confirm in writing the date on which Ashgrove will make its books and records available for the audit described above.

Section 11.2 of the Agreement permits our client to terminate by written notice for uncured failures to pay or to deliver statements. Our client reserves that right. Our client also reserves all other rights and remedies under the Agreement and at law, and nothing in this letter waives any of them.

State rules

The Agreement is governed by Iowa law (Section 14.1, Agreement p.11) [license_agreement_excerpt.pdf p.1]. Our client claims interest at the contract rate stated in Section 5.3. [VERIFY: Iowa rule on interest on late royalties and on enforcement of a 1% per month contractual rate]. Our client reserves all rights under Iowa law. [VERIFY: Iowa rule on any notice requirements applicable to the claims asserted in this letter]

Please direct all communications on this matter to me.

Sincerely,

Siobhan M. Brennan
Brennan Okafor PC