

## NOTICE OF ASSIGNMENT

This Notice of Assignment (this "Agreement") is entered into as of January 18, 2012 by and between Trade Media (the "Distributor"), Package Movie Productions LLC, a Louisiana limited liability company (the "Licensor"), BRK Distribution LLC, a California limited liability company as agent for the Licensor (the "Agent"), Film Finances, Inc., a California corporation (the "Completion Guarantor") and National Bank of California, a national banking association (the "Lender"), in reference to the following facts:

A. The Licensor (or the Agent on behalf of the Licensor) and the Distributor entered into a distribution agreement dated as of June 1, 2011, which agreement was amended as of June 15, 2011 (that agreement and all other documents executed in connection therewith, as hereafter amended, modified, supplemented, the "Distribution Agreement"), pursuant to which the Licensor licensed to the Distributor certain rights with respect to a motion picture presently entitled *The Package* (by whatever name such motion picture is now or may hereinafter be known, the "Film"). (Those rights, and any other rights, liens, mortgages, charges, and security interests of the Distributor, if any, in or with respect to the Film or any physical elements thereof, whether under the terms of the Distribution Agreement or otherwise being hereinafter collectively referred to as the "Distribution Rights").

B. Under the terms of the Distribution Agreement, as amended hereby, the Distributor has agreed to pay the Licensor a total of US \$117,000 (the "Minimum Guaranteed Payment") (no withholding taxes applicable) which is payable under the terms hereof in the following installments, each installment being payable immediately upon satisfaction of all of the following conditions indicated for that installment (collectively the "Conditions Precedent"):

(1) US \$11,700 (the "Execution Payment") due upon the Distributor's execution and delivery of the Distribution Agreement, which payment the parties acknowledge has been received into the Collection Account;

(2) US \$11,700 (the "Principal Photography Payment") due upon notice by the Licensor or the Agent to the Distributor that principal photography is scheduled to commence within ten (10) days; and

(3) US \$93,600 due upon Delivery (the "Delivery Payment") but not later than the earlier of (i) forty-five (45) days prior to availability of the Film in the Territory (as defined in the Distribution Agreement) (the "Availability Date"), or (ii) May 17, 2013. "Delivery" means delivery to the Distributor of a notice from the Licensor, the Agent or the Completion Guarantor stating that upon payment of the balance of the Minimum Guaranteed Payment the materials necessary to manufacture the Delivery Materials (as defined below) with respect to the Film are available for the creation and shipment of the Delivery Materials, at the Distributor's sole cost and expense. "Delivery Materials" means either one (1) 35mm print or one (1) digital master of the Film.

(4) If Anchor Bay Entertainment, LLC or a successor to the United States distribution rights to the Film, releases the Film theatrically in the United States, the Distributor

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shall not be required to remit the Delivery Payment, if such payment has not yet been paid, to the Bank and the Licensor or the Agent (and not the Bank nor the Completion Guarantor), shall refund to the Distributor the Execution Payment and the Principal Photography Payment, to the extent paid by the Distributor to the Collection Account, and the Distribution Agreement shall thereby immediately terminate with the Distributor having no further rights in and to the Film. If the Delivery Payment has been paid to the Bank, then the Licensor or the Agent (and not the Bank nor the Completion Guarantor) shall refund the Execution Payment, the Principal Photography Payment and the Delivery Payment to the Distributor.

C. For the purpose of securing obligations owing to the Lender under a Loan and Security Agreement (as such agreement may be amended, supplemented, restated, replaced or otherwise modified, from time to time, "Loan Agreement"), pursuant to which the Lender will lend money (the "Loan") to produce and pay for certain production costs of the Film, the Licensor has granted to the Lender a first priority security interest in the Distribution Rights and all amounts payable by the Distributor under the Distribution Agreement, including the Minimum Guaranteed Payment (collectively, the "Distribution Agreement Proceeds").

D. For the purpose of securing obligations owing to the Completion Guarantor under a completion agreement for the Film pursuant to which the Completion Guarantor issued a completion guaranty (the "Completion Guaranty") with respect to the Film, and under which the Completion Guarantor guaranteed to the Lender that Delivery to the Distributor would be effected, subject to the terms and conditions of the Completion Guaranty, the Licensor has granted to the Completion Guarantor a security interest in the Distribution Rights and the Distribution Agreement Proceeds, subject to the rights of the Lender.

E. The parties hereto desire to determine their relative rights and obligations with respect to the Distribution Agreement, the Distribution Rights, and the Distribution Agreement Proceeds, and the priority of the Lender's and the Completion Guarantor's security interests with respect thereto, in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows.

1. Distributor Covenants and Representations. Notwithstanding anything to the contrary contained in the Distribution Agreement or any instructions of Licensor, Sales Agent or any other person to the contrary, for the benefit of Lender and Completion Guarantor only, and without waiving any rights or remedies Distributor may have against Licensor:

a) The Distributor shall pay directly to the Lender the Distribution Agreement Proceeds in United States Dollars, in full and strict accordance with Recital D hereof, by wire transfer, at the bank account set forth below (or such other address or account as the Lender may designate in writing) (the "Collection Account") until such time as the Distributor receives written notice from the Lender (the "Lender Notice") that all sums owing under the Loan Agreement have been indefeasibly paid in full and the obligation of the Lender to make loans thereunder have been terminated:

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Bank.....US Bank NA  
Bank Address.....Minneapolis MN  
SWIFT.....USBKUS44MT  
Account Name.....National Bank of California  
Account Number...153495265909  
Reference.....The Package

After the Distributor receives the Lender Notice, the Distributor shall pay any remaining Distribution Agreement Proceeds as follows: (i) if the Distributor has received a notice from the Completion Guarantor (the "Completion Guarantor Notice") stating that completion sums are owing under the Completion Guaranty, the Distributor shall pay the Distribution Agreement Proceeds to the Completion Guarantor; and (ii) if the Distributor has not received the Completion Guarantor Notice, or if the Distributor has received the Completion Guarantor Notice and thereafter receives a notice from the Completion Guarantor stating that no further completion sums are owing to the Completion Guarantor (the "Completion Guarantor Termination Notice"), the Distributor shall pay the Distribution Agreement Proceeds to the Licensor in accordance with the Licensor's instructions.

b) The Licensor has granted to the Lender and its representatives and, subject to the rights of the Lender, the Completion Guarantor and its representatives (in lieu of the Licensor), the right to exercise and enforce all of Licensor's rights under the Distribution Agreement, including the rights of the Licensor under the Distribution Agreement to examine and audit the Distributor's books and records pertaining to the Film.

c) The Distributor shall deliver to the Lender and to the Completion Guarantor copies of all notices and statements, including all accounting statements, from the Distributor to the Licensor or the Agent given under the Distribution Agreement.

d) The instructions and directions contained herein are coupled with an interest and are in all respects irrevocable and without right of rescission or modification, except (i) with the prior written consent of the Lender and the Completion Guarantor, and (ii) upon receipt of the both the Lender Notice and the Completion Guarantor Termination Notice.

e) Notwithstanding anything in the Distribution Agreement to the contrary, the Distributor may discharge its obligation to pay the Distribution Agreement Proceeds only by paying all such amounts to the Lender and, following receipt of the Completion Guarantor Notice, to the Completion Guarantor in accordance with paragraph 1(a) hereof. The Distributor may not discharge that obligation by paying the Distribution Agreement Proceeds to the Licensor, the Agent, or any other person. **IF THE DISTRIBUTOR PAYS ANY OF THE DISTRIBUTION AGREEMENT PROCEEDS OTHER THAN IN ACCORDANCE WITH PARAGRAPH 1(a) HEREOF, THEN THE DISTRIBUTOR WILL BE LIABLE FOR PAYMENT OF THOSE AMOUNTS EVEN IF THIS MEANS THAT THE DISTRIBUTOR MAY BE LIABLE FOR DOUBLE PAYMENT OF THOSE SUMS.**

f) The Distributor shall pay directly to the Lender all of the Distribution Agreement Proceeds in full and in strict accordance with Recital B hereof and the directions

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contained in paragraph 1 hereof notwithstanding any instructions of the Licensor, the Agent or any other person to the contrary.

g) The payment of the Minimum Guaranteed Payment in full, as and when due hereunder, is a condition precedent to the grant to the Distributor of any of the Distribution Rights.

h) Notwithstanding anything to the contrary contained in the Distribution Agreement, no individual(s), including, without limitation, cast members or crew members (including the director), other than Steve Austin in the role of "Tommy" (or by whatever name such role is known in the finished Film) and Dolph Lundgren in the role of "The German" (or by whatever name such role is known in the finished Film) (collectively, the "Essential Elements"), the title of the Film, or any element, aspect or specification, is essential or required to effect Delivery. Without limiting the generality of the foregoing, the Distributor may not refuse to pay the Minimum Guaranteed Payment should any of the following occur: (i) any individual (other than the Essential Elements) is replaced; (ii) the title of the Film or any element is changed for any reason; (iii) the Film fails to be in accordance with any version of the screenplay; (iv) the Film fails to include credit for any person or entity other than an Essential Elements; (v) the Film has a rating different from that anticipated; (vi) the Film was not theatrically released; (vii) print and advertising expenditure was not met; or (viii) the start date, release date, delivery date, or film specification or element (other than the Essential Elements) of the Film is different from that specified in the Distribution Agreement. None of the foregoing (other than the Essential Elements) is a condition precedent to the payment of the Minimum Guaranteed Payment or is "essential" (as the term "essential" is commonly understood in the motion picture industry) for the purpose of effecting Delivery. The Distributor hereby waives any and all approval rights (if any) it may have with respect to any element, specification or aspect of the Film.

i) The Distributor waives, as to the Lender and the Completion Guarantor, all defenses to the payment of the Minimum Guaranteed Payment other than a failure to satisfy the Conditions Precedent or as set forth in Recital B (4). Without limiting the generality of the foregoing, the Distributor hereby waives, as to the Lender and the Completion Guarantor, all of the following defenses to the payment in full of the Minimum Guaranteed Payment: other than as set forth in Recital B (4), the failure of the Film to comply with any release requirements, any discount or offset to, or reduction thereof, for any reason whatsoever (including by reason of the revenues of, or any obligation of the Licensor (or the Agent on behalf of the Licensor) to pay the expenses of, the Film or of any other motion picture licensed to the Distributor under any present or future agreement), any "chain-of-title" defect, any right to apply Film proceeds to any obligation of the Licensor or the Agent (whether under the Distribution Agreement or under any other present and future agreements with the Licensor or the Agent), counterclaim, right to withhold the proceeds of the Film for withholding taxes, failure of the Film to comply with the censorship requirements of any governmental authority, any claimed credit, right, defense, or other claim (legal or equitable) which the Distributor may have against the Licensor or the Agent pursuant to the Distribution Agreement or otherwise, and any claim of any breach or default by the Licensor or the Agent under the Distribution Agreement or the agreements pursuant to which the Licensor or the Agent, as applicable, is to acquire the Distribution Rights. All of the Distributor's defenses to the payment of the Minimum Guaranteed Payment are reserved by the

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Distributor as against the Licensor (or the Agent on behalf of the Licensor) but only to the extent that the exercise of such rights does not derogate from the Lender's and the Completion Guarantor's rights to receive the Minimum Guaranteed Payment in full.

j) The Distribution Agreement Proceeds paid to the Lender or the Completion Guarantor by the Distributor shall not be subject to refund or return by the Lender or the Completion Guarantor for any reason whatsoever, other than the Execution Payment and the Principal Photography Payment as set out in this Agreement. If it is determined pursuant to an arbitration conducted under Paragraph 5 hereof that Delivery has not and cannot be effected to the Distributor, then all of Distributor's interests in the Distribution Rights shall thereupon terminate and the Licensor or, subject to the terms, conditions and exclusions of the Completion Guaranty, the Completion Guarantor shall refund the Execution Payment and the Principal Photography Payment to the Distributor. The Licensor hereby agrees to indemnify and defend the Lender and the Completion Guarantor with respect to all claims made by the Distributor with respect to the Execution Payment and the Principal Photography Payment.

k) The Lender and the Completion Guarantor have taken an assignment only of the rights of the Licensor and the Agent under the Distribution Agreement, including the right to receive payment of the Distribution Agreement Proceeds. The Lender and the Completion Guarantor have not assumed any of the Licensor's or the Agent's obligations or liabilities thereunder. The Distributor shall look solely to the Licensor (or the Agent on behalf of the Licensor) for the performance and discharge of any such obligations and liabilities.

l) Any and all liens, mortgages, charges, and other security interests created by the Licensor and the Agent (on behalf of the Licensor) or any of their respective predecessors-in-interest in the Lender's favor in or with respect to the Film, the Distribution Rights or the Distribution Agreement Proceeds or in the Completion Guarantor's favor in or with respect to the Film, the Distribution Rights or the Distribution Agreement Proceeds shall at all times be senior to and have priority over any and all of the Distributor's rights, liens, or entitlements to the Distribution Rights (all which are hereby subordinated to the Lender's and to the Completion Guarantor's security interests); provided, however, solely as among the Lender, the Completion Guarantor and the Distributor, and not for the benefit of the Licensor, the Agent on behalf of the Licensor, or any third party, the Lender, the Licensor, and the Completion Guarantor will not exercise their respective security interests or other Distribution Rights in any manner that would materially and adversely prejudice, disturb, infringe upon, interfere with, prevent or impede the full, complete, free and unencumbered purchase, enjoyment, exploitation and exercise by the Distributor of the Distribution Rights provided the Distributor has paid to the Lender or the Completion Guarantor, as appropriate, the Minimum Guaranteed Payment in full as and when due under this Agreement, and the Distributor is not otherwise in breach of its obligations under the Distribution Agreement.

m) Except with respect to motion pictures as to which the Distributor has paid to the Lender the "minimum guarantee" owing in connection therewith in full, the Lender has the right to terminate the Distributor's interests in the Distribution Rights if the Distributor defaults in any of its obligations under this Agreement or the Distribution Agreement.

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n) Notwithstanding anything herein to the contrary, if the Distributor or any of its sub-distributors releases or exploits or authorizes the release or exploitation of the Film in any medium, then solely as between the Distributor, the Lender and the Completion Guarantor, Delivery shall be conclusively presumed to have been effected to the Distributor, and the applicable installments of the Minimum Guaranteed Payment shall thereupon be immediately due and payable in full.

o) The Lender and the Completion Guarantor have not made and do not make any representations or warranties, express or implied, with respect to the Film, including the budget, the actual costs of the Film, the Distribution Rights or any other matter. Neither the Lender nor the Completion Guarantor have any duty to disclose any information to the Distributor concerning the Film, including but not limited to the amount of the budget for the Film or the actual production costs thereof. The Lender and the Completion Guarantor have not been requested to make any representations with respect to the budget of the Film or any costs associated with the Film. The Distributor shall hold the Lender and the Completion Guarantor harmless from any liability or damage that may be incurred by the Distributor as a result of the budget for or any other fact or matter concerning the Film being other than as represented by any other person.

p) Distributor shall promptly notify the Lender and the Completion Guarantor of any claim by any other party that such party is entitled to receive any portion of the Distribution Agreement Proceeds.

q) If Distributor assigns to any person, other than Lender, any of its rights under the Distribution Agreement (or any of its obligations hereunder) as, and to the extent permitted hereunder, then Distributor and the assignee shall be jointly and severally liable to Lender and Completion Guarantor under this Agreement and under the Distribution Agreement.

2. Representations and Warranties. The Distributor represents and warrants that:

a) No person, other than the Lender and the Completion Guarantor has asserted any prior claims to the Distribution Agreement Proceeds.

b) The Distribution Agreement is and shall remain in full force and effect and the Distributor has all necessary power and has taken all action necessary to enter into this Agreement; and upon its execution, this Agreement constitutes a valid, binding and enforceable obligation of the Distributor in accordance with its terms; and no consent, waiver or approval of any third party is necessary for the Distributor to enter into and perform this Agreement or consummate any of the transactions contemplated hereby.

c) There are no agreements between the Distributor and the Licensor (or the Agent on behalf of the Licensor) concerning or mentioning the Distributor's right to distribute or exploit the Film, including any and all so-called "side agreements," other than the Distribution Agreement.

d) No Distribution Agreement Proceeds have been previously paid to the Licensor, the Agent, or any other person, other than the Execution Payment and the Principal Photography Payment.

c) No statements, promises, representations, or other statements have been made to and relied upon by the Distributor in entering into the Distribution Agreement other than the statements, promise, representations, and other statements expressly set forth in the Distribution Agreement.

3. Amendments, Modifications, Waivers, and Termination. Prior to receipt of the Lender Notice and, if applicable, the Completion Guarantor Termination Notice, the Licensor (or the Agent on behalf of the Licensor) and the Distributor shall not, without the prior consent of the Lender and the Completion Guarantor (a) waive, modify, amend or supplement the Distribution Agreement in any manner that directly or indirectly adversely affects Delivery or the Distribution Agreement Proceeds; or (b) terminate the Distribution Agreement except as specifically set forth therein. Any such waiver, amendment, modification, or supplement, without the Lender's or the Completion Guarantor's prior consent is null and void *ab initio*.

4. Reservation of Rights. All of the Distributor's consents, approvals, waivers, and other agreements hereunder are for the benefit of the Lender and the Completion Guarantor only. Nothing contained herein shall relieve the Licensor (or the Agent on behalf of the Licensor) from their respective obligation to effect delivery of the Film to the Distributor in accordance with the terms of the Distribution Agreement. Notwithstanding the foregoing sentence, if the Distributor's interests in the Distribution Rights are terminated in accordance with the terms hereof, then neither the Licensor (and anyone acting on its behalf, including the Agent) nor the Completion Guarantor shall have any liability to the Distributor with respect to the Film, whether under the Distribution Agreement, this Agreement or otherwise.

5. Arbitration.

a) All controversies, claims, disputes, or counterclaims between the parties hereto concerning, based in any way upon, arising under, relating to, or arising in connection with the Film or the Distribution Rights, this Agreement, satisfaction of the Conditions Precedent, or any resulting transaction, including, but not limited to, their respective obligations hereunder, payment of the Minimum Guaranteed Payment and any other Distribution Agreement Proceeds, a disagreement about the meaning, interpretation, application performance, breach, termination, enforceability, or validity of this Agreement, and whether based on statute, tort, contract, common law or otherwise, shall be subject to and resolved by mandatory binding and expedited arbitration conducted under the auspices of the Independent Film and Television Alliance and its rules in effect as of the date the request for arbitration is filed (the "Rules") and, to the extent not otherwise covered above, the arbitration shall be conducted in accordance with the commercial arbitration rules and procedures of the American Arbitration Association and Title 9 of the U.S. Code; provided, however, if the issue of whether Delivery has been effected is the subject of dispute, then prior to the commencement of an arbitration proceeding with respect thereto, the Completion Guarantor shall first have a thirty (30) calendar day period (commencing on the date on which the Completion Guarantor is first notified in writing of that dispute) within

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which to cure any alleged defect relating to Delivery. Notwithstanding the immediately preceding sentence, any party hereto may initiate arbitration at any time after the Completion Guarantor has given the other parties hereto notice that the Completion Guarantor has elected, for any reason, not to cure any alleged defects in Delivery or disputes the alleged defect(s) in Delivery. If the Distributor has not, within three (3) Business Days (meaning any day except Saturday, Sunday and any day which is a public holiday in the place in which any of the parties has its main place of business) after the expiration of such thirty (30) calendar day period, notified the other parties hereto in writing that the alleged Delivery defect remains uncured, then Delivery shall be deemed to have been effected.

b) Each of the parties may initiate such an arbitration pursuant to the Rules. The arbitration shall be held in Beverly Hills or Los Angeles, California (such site being herein referred to as the "Forum"). The arbitration proceeding shall be conducted in the English language. The Licensor, the Agent, the Distributor, the Completion Guarantor, and the Lender shall abide by any decision rendered in such arbitration, and that any court having jurisdiction may enforce such a decision.

c) If the issue of whether any of the Conditions Precedent has been satisfied is the subject of any arbitration proceeding hereunder, then that issue (and only that issue) shall be determined in a separate arbitration proceeding before any other claim is heard. The Distributor may not assert in such proceeding any counter-claim or other offset or any defense other than the defense of a failure to effect one or more of the Conditions Precedent. That arbitration proceeding shall continue on consecutive Business Days until fully concluded, unless continued by the arbitrator for good cause shown, but in no event shall that arbitration continue for more than ten (10) Business Days from the commencement thereof (exclusive of continuance days). The arbitration must result in either a finding that either (1) the applicable Conditions Precedent have been effected and, if so, the date on which each of the applicable Conditions Precedent were effected, or (2) the applicable Conditions Precedent have not been effected. If the arbitrator finds that the applicable Conditions Precedent have been effected, then the Distributor shall immediately pay the relevant installment(s) (and all past due portions) of the Minimum Guaranteed Payment to the Lender without asserting any defenses, including without limitation, right of set-off, counterclaim, cross-collateralization, consorship or other defenses. Until the Distributor has completely satisfied such award, the Distributor waives any and all rights to assert any and all claims of any kind whatsoever (whether legal or equitable) against the Lender and/or the Completion Guarantor in connection with or relating to the Film, this Agreement, the Distribution Agreement, or the Distribution Agreement Proceeds. If there is a finding that Delivery was not effected, then the arbitrator shall immediately issue an arbitration award, ordering the Completion Guarantor, subject to the terms, conditions, limitations and exclusions of the Completion Guaranty for the Film, to immediately pay to the Lender an amount equal to the outstanding installments of the Minimum Guaranteed Payment, if any.

d) The arbitration award shall also provide for payment by the losing party (i.e., the party or parties against whom an arbitration award is issued) of: (i) the fees and costs incurred in connection with said arbitration, as well as the reasonable attorneys' fees and costs incurred by the prevailing parties (i.e., all parties to the arbitration other than the losing party), and (ii) shall further provide for the payment by the losing party of interest on said award at the same (non-

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default) interest rate payable by the Licensor to the Lender under the Loan Agreement, commencing on the date when Delivery was effected in each case. In the event that the Completion Guarantor is the losing party, subject to the terms and conditions, exclusions and limitations of the Completion Guaranty for the Film. The arbitrator shall immediately upon conclusion of the arbitration proceedings, render and issue a written decision.

e) Each of the parties hereto submits to the non-exclusive personal jurisdiction of the courts of the Forum as an appropriate place for compelling arbitration or giving legal confirmation of any arbitration award, and irrevocably waives any objection which it may now or hereafter have to the venue of any such enforcement proceeding brought in any of said courts and any claim of inconvenient forum. Service of process for all arbitration proceedings may be made in accordance with the Rules. Service of process in any judicial or other proceeding (including proceedings to judicially confirm any arbitration award) may be made in the manner provided in Paragraph 6 hereof and shall be deemed effective as provided therein. The Distributor waives application of the procedures for service of process pursuant to the Hague Convention for Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters.

f) Any claim or action of any kind (including, but not limited to, any claims for breach of contract), against the Lender arising out of or connected with this Agreement shall be barred and waived unless asserted by the commencement of an arbitration proceeding within 180 days after the accrual of the action or claim. This limitation shall also apply to claims that might otherwise be asserted against the Lender as a "set-off," credit, cross-complaint, or defense. This section and the foregoing limitation shall survive termination of this Agreement.

6. Notices. In order to be effective, all notices, consents, waivers, statements, and copies thereof required or permitted to be given hereunder must be given in writing and sent to the parties hereto at the addresses for the parties indicated below after their signatures, and must be delivered either by hand, by telecopier transmission, by email (with a copy by fax) or by international courier service (FedEx, UPS or DHL). Notices shall be deemed to have been given when personally delivered (if by hand) or upon confirmed telecopier transmission receipt from the sender's machine (if by telecopier), or by computer records if sent by email, or two (2) Business Days after dispatch by the sending party (if by international courier service). A courtesy copy of each notice given to the Lender shall be concurrently provided to: Barry S. Babok, Esq., Babok & Robinson, L.L.P., 9201 Wilshire Boulevard, Suite 303, Beverly Hills, California 90210, facsimile number (310) 860-1218, email: bary@babokrobinson.com.

7. Long Form Agreement. If the parties enter into any other agreement concerning the distribution of the Film, including a long-form version of the Distribution Agreement, the parties hereto agree that the terms of this Agreement shall remain in effect and supersede the terms of such other agreements to the extent they conflict with the terms hereof.

8. Miscellaneous. Except where expressly stated otherwise, this Agreement shall be governed by the substantive laws of the State of California without regard to its conflicts of law rules. No amendment to this Agreement shall be effective unless in writing and signed by each party hereto. As between the Lender, the Completion Guarantor, the Agent and the Distributor, the provisions of this Agreement are controlling over any provision of the Distribution

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Agreement or any other agreement among the parties to the contrary. If there is conflict between the terms of this Agreement and the Distribution Agreement, then as between the Distributor, the Lender, the Agent and the Completion Guarantor only, the terms of this Agreement are controlling. This Agreement may be executed in counterparts, each of which together shall constitute one and the same instrument. Delivery of any executed counterpart of this Agreement by facsimile or transmitted electronically in either a Tagged Image Format File ("TIFF") or Portable Document Format ("PDF") shall be equally effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart by facsimile TIFF, or PDF shall also deliver a manually executed counterpart of this Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Agreement. This Agreement is binding upon and shall inure to the benefit of the Lender, the Licensor, the Agent, the Completion Guarantor and the Distributor, and their respective successors and assigns. This Agreement is intended by the parties hereto to be the final, complete, and exclusive expression of the agreement between them with respect to the subject matter hereof. This Agreement supersedes any and all prior oral or written agreements relating to such subject matter.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**"DISTRIBUTOR"**  
Trade Media

By: J. Isabelle Carrière  
Name: \_\_\_\_\_  
Its: Proprietary

Address for notices:  
31, Place Saint Ferdinand  
75017 Paris, France  
Attention: \_\_\_\_\_  
Fax: (305) 379-0105  
Email: [carriereisabelle@gmail.com](mailto:carriereisabelle@gmail.com)

**"COMPLETION GUARANTOR"**  
Film Finances, Inc.

By: [Signature]  
Its: Authorized Signatory

Address for notices:  
9000 Sunset Boulevard, Suite 1400  
Los Angeles, California 90069  
Attention: Gregory Trattner  
Fax No.: (310) 275-1706  
Email: [gregory@ff.com](mailto:gregory@ff.com)

**"LICENSOR"**  
Package Movie Productions LLC

By: [Signature]  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Address for Notices:  
530 Lakeland Drive, Suite 221  
Baton Rouge, Louisiana 70802  
Attention: Justin Bursch and Brad Krevoy  
Fax No.: (310) 319-9501  
Email: [jbursch@mpcafilm.com](mailto:jbursch@mpcafilm.com) and  
[brkrevoy@gmail.com](mailto:brkrevoy@gmail.com)

**"LENDER"**  
National Bank of California

By: [Signature]  
Name: Adrian Ward,  
Its: Senior Vice President

Address for notices:  
12121 Wilshire Boulevard, 14th floor  
Los Angeles, CA 90025  
Attention: Adrian Ward  
Fax No.: (310) 882-4890  
Email: [AWard@nbcal.com](mailto:AWard@nbcal.com)

**"AGENT"**  
DRK Distribution LLC

By: [Signature]  
Name: Francisco J. Gonzalez  
Its: U.P. S.M.S.

Address for notices:  
10635 Santa Monica Boulevard, Suite 180  
Los Angeles, California 90025  
Attention: Francisco Gonzalez  
Fax No.: (310) 319-9501  
Email: [fgonzalez@impcatfilm.com](mailto:fgonzalez@impcatfilm.com)