

Director's Undertaking

To: UniFi Completion Guaranty Insurance Solutions, Inc.
d/b/a UniFi Completion Guarantors ("UniFi")
acting in its capacity as agent and attorney-in-fact for
Atlantic Specialty Insurance Company ("Completion Guarantor")

Dated as of: January 5, 2017

In our capacity as the director and the company furnishing the services of the director of the film provisionally entitled "*Independent Spirit*" ("Film") pursuant to an agreement between Independent Films LLC ("Producer") and Tuck and Roll LLC ("Lender") f/s/o Dotel Shields ("Director") and together with Lender, jointly and severally, "we", "our" or "us") dated as of June 1, 2016 ("Director Agreement"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we hereby declare as follows:

1. Inducement. We acknowledge that our execution and delivery of this letter ("Director's Undertaking") is a material inducement and a condition precedent to Completion Guarantor's entering into an agreement to provide a completion guaranty in relation to the Film (the "Completion Guaranty").

2. Acknowledgments. We hereby acknowledge and agree that (a) if, in order to effect delivery of the Film pursuant to the Completion Guaranty, Completion Guarantor is contractually required to deliver the Film with the Director credited as the director in the credits of the Film, then we hereby waive any right which we may have to remove the Director's name from the credits of the Film or to use a pseudonym, (b) at all times, we shall continue to render all services required under the Director Agreement in accordance with the terms and conditions of the Director Agreement and this Director's Undertaking, (c) at all times, Completion Guarantor will have and may exercise any or all of the rights of the Producer in respect of the Director Agreement, (d) Completion Guarantor shall have the right to suspend or terminate our respective services under the Director Agreement in accordance with the terms and conditions of the Director Agreement and this Director's Undertaking, (e) as between the Producer and us, the Producer has the right of final cut with respect to the Film; (f) to the extent we now or at any time hereafter have any rights of "droit morale," "moral rights of authors" or similar rights in connection with the production or exploitation of the Film, we hereby irrevocable, unconditionally and forever waive such rights to the fullest extent permitted by applicable law; and (g) nothing contained herein shall affect or limit the rights and remedies of Producer pursuant to the terms of the Director Agreement, all of which are expressly reserved.

3. Approval Rights.

(a) Approval of Elements. We hereby acknowledge that we have reviewed and approved all of the production elements (collectively, the "Production Elements") that require our approval to date, including, but not limited to, the following Elements, which may not be revised or modified except as may be approved in writing by Completion Guarantor:

(i) The budget dated January 5, 2017, in which the above the line costs ("ATL Costs") total \$2,318,321 and the below the line costs ("BTL Costs" and together with ATL Costs, "Budget Costs") total \$6.954.964 (the "Budget").

(ii) The key cast and key crew listed in Exhibit "A" attached hereto (the "Key Cast" and "Key Crew") including each "Essential Element," if any, which is denoted by the symbol "EE" beside his/her name therein, or any replacement therefor approved by Producer or Completion Guarantor.

(iii) The location of New Orleans, Louisiana and environs for the principal photography and Los Angeles, California and environs for the post-production (collectively, the "Location").

(iv) The shooting schedule dated January 5, 2017 with 31 days of first unit principal photography (the "Shooting Schedule"), and the post calendar dated January 5, 2017, with 22 weeks of post-production and the completion of the DGA Cut not later than May 31, 2017 (the "Post Calendar" and together with the Shooting Schedule, the "Schedule").

(v) The screenplay entitled Independent Spirit, written by Jackson Johns and is 102 pages in length (the "Screenplay").

(b) In our opinion, the Production Elements and the allocation of film stock/digital cards provided in the Budget are reasonable and adequate to enable us to fully satisfy our obligations under the Director Agreement. We know and can foresee of no reason we will not be able to, and we shall take all actions necessary to, produce, complete and deliver the Film in accordance with the Production Elements and otherwise according to the terms and conditions of the Director Agreement. We represent to the best of our knowledge

and belief that no party to the Director Agreement has breached any of such party's obligations thereunder and the Director Agreement is in full force and effect according to its terms.

(c) We agree and acknowledge that if we have been granted any rights of approval pursuant to the Director Agreement then such rights shall at all times be exercised by us in good faith and so as not to prevent or frustrate the timely completion and delivery of the Film in accordance with the Production Elements. To the extent we have been granted any rights of approval pursuant to the Director Agreement with respect to any revision to or modification of any Production Element, then upon our approval of such modification or revision, such revised or modified Production Element ("Replacement Element") shall, automatically and without any further notification or documentation required, be substituted in the place of the Production Element it replaces for all purposes of this Director's Undertaking.

4. Film Specifications. Notwithstanding anything to the contrary contained herein or in any other agreement in connection with the Film, we hereby acknowledge and agree that the DGA Cut and each other theatrical version of the Film that Producer may request us to complete and deliver, if any, will meet each of the following Non-Technical Specifications and Technical Specifications unless approved otherwise in writing by Completion Guarantor:

(a) "Non-Technical Specifications" means that the Film: (i) is based upon the Screenplay subject to minor variations, alterations and changes as may be required by any exigencies of production and/or minor on-the-floor changes or editorial changes and/or revisions which do not materially alter the storyline or plot of the Screenplay or the nature of the major characters described therein, (ii) contains the services of each Essential Element (as herein defined), if any, or a replacement therefor approved by Producer or Completion Guarantor, and (iii) is capable of qualifying for a MPAA rating of not more restrictive than "R".

(b) "Technical Specifications" means that the Film: (i) is of first class technical quality (i.e., in accordance with the current technical standards of major U.S. motion picture studios for motion pictures) and ready and suitable for use in the manufacture of print and pre-print materials including commercially acceptable release prints (if the film is intended for theatrical release), video masters and copies for telecast over the facilities of United States' national free television broadcast and premium pay cable networks and commercially acceptable videocassettes and videodiscs, of not less than the same technical quality, (ii) is photographed in color (subject to the requirements of the Screenplay), (iii) is in the English language (subject to the requirements of the Screenplay), (iv) is a film with sound including all necessary dialogue, music, lyrics and sound effects, fully edited, titled, and assembled with the soundtrack synchronized with the photographic action thereof, (v) is recorded in Dolby stereo, (vi) has a running time of not less than 95 minutes (exclusive of main and end titles) and not more than 120 minutes (inclusive of main and end titles), (vii) is shot digitally or on 35mm film stock for projection in the 1:1.85 or 1:2.35 aspect ratio for theatrical and 1.78:1 for home video exhibition, (viii) is shot without the use of a hard matte unless approved by Completion Guarantor in writing; and (ix) unless approved by Completion Guarantor in writing, contains end credits that do not exceed a total of three (3) minutes and otherwise conforms to Producer's standard policies with regards to according credits.

5. Causes for Suspension or Termination.

(a) Notwithstanding anything to the contrary contained in the Director Agreement, Completion Guarantor shall have the right to immediately suspend or terminate our respective services under the Director Agreement by written notice to us at any time following any material breach by us under the Director Agreement (which, if curable, is not timely cured after receipt of notification in accordance with the terms of the Director Agreement) or if:

(b) (i) either (A) fifty percent (50%) of the Overbudget Trigger has been or, in Completion Guarantor's good faith judgment, will be used at any time *before* the date which is one (1) week after the completion of principal photography of the Film, or (B) sixty percent (60%) of the Overbudget Trigger has been or, in Completion Guarantor's good faith judgment, will be used at any time *after* the date which is one (1) week after the completion of principal photography of the Film except to the extent any use of the Overbudget Trigger is caused by any Exception; or

(ii) in Completion Guarantor's good faith judgment, the production of the Film is two (2) days or more behind schedule during principal photography or five (5) days or more behind schedule during post-production except to the extent any delay to the production of the Film is caused by any Exception; or

(iii) we fail to complete and deliver the Director's cut ("DGA Cut") of the Film to Producer in accordance with the Production Schedule but in no event later than ten (10) weeks after the completion of the editor's assembly.

(c) For purposes of this Director's Undertaking, "Exception" means any delay in the production of the Film or any increase in the costs projected to complete and deliver the Film, which either is (i) approved in writing by Producer, Completion Guarantor or is necessary to comply with Producer's Completion Guarantor's written instructions; (ii) due to an event for which a claim has been paid

under the production insurance for the Film; (iii) due to an event of force majeure that causes Producer to suspend the production of the Film; (iv) due to an industry wide union increase or delay; (v) the result of any third party breaches not caused by us; or (vi) the result of any currency fluctuations, insurance recoveries and/or laboratory delays not caused by us.

(d) Solely for the purposes of this Director's undertaking, the "Overbudget Trigger" shall mean \$700,000.

6. Production of the Film.

(a) Adequacy of Production Elements. We shall use our good faith efforts to direct the Film in accordance with the Budget and substantially adhere to the Screenplay (subject to such minor and incidental changes as may be required by the exigencies of production or changes that do not materially change the story, theme or characterizations of the Screenplay or changes approved in writing by Producer, Completion Guarantor) and, subject to the Exceptions, to complete and deliver the Film to Producer within the time periods specified in the Production Schedule.

(b) Cover Shots. To the extent budgeted, we agree to film and record and furnish to Producer all "cover shots" and alternate takes (positive, negative and intermediate), looped dialogue lines and other materials covering any scenes containing total or partial nudity, inappropriate language, excessive or undue violence or any other audio or visual material that can be incorporated into the Film to render it suitable for exhibition on United States network primetime television and if required by Producer, we shall cause to be delivered to Producer a television version of the Film which shall have a running time of not less than ninety-three (93) minutes and fourteen (14) seconds, and that shall be in accordance with applicable network "Standard and Practices" regulations and similar network requirements regarding the content of motion pictures and the applicable "Standards and Practices" regulations and similar requirements of Producer or its licensees. Upon our timely request, Completion Guarantor shall provide or shall cause Producer to provide you with guidance in complying with the aforementioned requirements. Such cover shots and alternate scenes and dialogue shall be such that same can be integrated into such primetime network version of the Film without materially changing or impairing the continuity of the storyline of the Film. You acknowledge and agree that Producer shall have the absolute right to use and permit others to use such cover shots and/or cut of the Film (or such television version) in order to meet broadcast time and other requirements.

7. Cooperation. We understand and acknowledge that Completion Guarantor has the right to observe and monitor the production of the Film, view daily rushes and rough cuts of the Film, have one or more production representative(s) on the Film with access to the set to issue reasonable instructions, require us to attend reasonably scheduled meetings and/or participate in reasonably scheduled conference calls, and, in certain circumstances, to take over and administer all or any aspects of the production, completion and deliver of the Film and/or issue instructions to Producer or us in connection therewith. In the event that Completion Guarantor exercises such rights, we agree to co-operate fully with and comply with instructions we shall receive from Completion Guarantor and its representatives.

8. Remedies. For the benefit of Completion Guarantor, until such time as Completion Guarantor shall have been released from its obligations in connection with the Film, we hereby waive any right to injunctive relief or rescission of Completion Guarantor's rights hereunder and hereby agree that our sole and exclusive remedy in the event of any breach of the Director Agreement by Producer or this Director's Undertaking by Completion Guarantor shall be an action against Producer or Completion Guarantor, as the case may be, solely for money damages.

9. Notices. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, or (e) by email provided that no subsequent delivery failure notification is issued by the sender's computer records, and such notices shall be addressed as indicated below:

<p>To Lender/Director:</p> <p>Tuck and Roll LLC f/s/o Dotel Shields 2019 Elkins Way Brentwood, CA 94513 Attention: Simon Locke Fax No.: +1 925 516 1423 Email: slocke@tuckandroll.com</p>	<p>With a copy to:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Attention: _____</p> <p>Fax No.: _____</p> <p>Email: _____@_____</p>
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<p>To Completion Guarantor:</p> <p>Atlantic Specialty Insurance Company c/o UniFi Completion Guaranty Insurance Solutions, Inc. d/b/a UniFi Completion Guarantors 22287 Mulholland Highway #367 Calabasas, CA 91302-5190 USA Attention: Steven Leib Fax No.: +1 310 955 1351 Email: steven@unifibonds.com</p>	<p>With a copy to:</p> <p>Atlantic Specialty Insurance Company c/o OneBeacon Entertainment 1100 Glendon Avenue, Suite 900 Los Angeles, CA 90024 USA Attention: Joseph Fitzgerald, Sr. VP and Chief Operating & Underwriting Officer Fax No.: +1 866 934 4992 Email: jfitzgerald@onebeacon.com</p>
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10. **Authorized Agent.** We acknowledge that UniFi has been appointed as the agent and attorney-in-fact of Completion Guarantor and is authorized to exercise any of Completion Guarantor's rights pursuant to the Completion Guaranty and this Director's Undertaking in place of Completion Guarantor. The rights, powers and authority of UniFi shall extend to such officers, employees, representatives or delegates of UniFi as UniFi may from time to time appoint. We may rely on any representation, direction, instruction and action of UniFi as to any matter relating to the Film and we will not incur any liability to Completion Guarantor as a result of permitting UniFi to exercise any rights in place of Completion Guarantor up to the point of revocation of UniFi's authority. Revocation of UniFi's authority will not be effective until we receive written notice from Completion Guarantor and we have actual notice of such revocation

11. **Miscellaneous.**

(a) This Director's Undertaking and the rights and obligations of each party hereunder shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to its conflicts of law rules.

(b) Time is of the essence in the performance of our obligations hereunder.

(c) No amendment to this Director's Undertaking shall be effective unless in writing and signed by us and acknowledged by the Completion Guarantor.

(d) If there is a conflict between the terms of this Director's Undertaking and the Director Agreement, then as between Completion Guarantor and us, the terms of this Director's Undertaking shall be controlling.

(e) In the event that any provision or part of any provision of this Director's Undertaking shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts of this Director's Undertaking shall be and remain in full force and effect.

(f) Each and all of the several rights and remedies provided for in this Director's Undertaking or at law or in equity shall be cumulative and no one of them shall be exclusive of any other right or remedy.

(g) We (i) consent to the exclusive jurisdiction and venue of the federal and state courts located in the state of California or New York in any action arising out of or relating to this Director's Undertaking; (ii) waive any objection they might have to jurisdiction or venue of such forums or that the forum is inconvenient; and (iii) agree not to bring any such action in any other jurisdiction or venue to which either we or Completion Guarantor might be entitled by domicile or otherwise.

(h) If two or more parties comprise Director hereunder, then, except as may be specifically provided to the contrary herein, their respective obligations as Director are joint and several.

(i) Wherever in this Director's Undertaking or the Director Agreement, we have a right of approval, we shall not unreasonably withhold or delay our approval.

(j) If Completion Guarantor shall prevail in any action, suit or other proceeding brought by Completion Guarantor for the enforcement of this Director's Undertaking, to declare rights or obligations hereunder, or as a result of an alleged breach, default or misrepresentation by us, then Completion Guarantor shall be entitled to recover its reasonable external attorneys' fees and costs.

(k) This Director's Undertaking is binding upon and shall inure to the benefit of Completion Guarantor and its successors and assigns. We cannot and will not assign any of our obligations under this Director's Undertaking or the Director Agreement without the prior consent of Completion Guarantor.

(l) This Director's Undertaking may be executed in any number of counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Director's Undertaking by facsimile or by electronic transmission in Portable Document Format ("PDF") shall be equally effective as delivery of a manually executed counterpart of this Director's Undertaking.

(m) We and Completion Guarantor intend this Director's Undertaking to be the final, complete, and exclusive expression of the agreement between us and Completion Guarantor with respect to the subject matter hereof. This Director's Undertaking supersedes any and all prior oral or written agreements relating to such subject matter.

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

TUCK AND ROLL LLC ("Lender")

By: _____

Its: _____

DOTEL SHIELDS ("Director")