

PRODUCER'S POWER OF ATTORNEY

This Producer's Power of Attorney is made as of January 8, 2017 with Independent Films LLC ("Producer"), with offices at 9537 Culver Boulevard, Culver City, California 90232.

WHEREAS, by the Completion Agreement between Producer and UniFi Completion Agreement 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"), Producer has granted to Completion Guarantor certain rights, including the right of a Takeover the motion picture tentatively entitled "*Independent Spirit*" (the "Film") and a Lien on certain Collateral as described therein; and

WHEREAS, by The Completion Guaranty dated as of the date hereof, Completion Guarantor has agreed to guarantee Production and Delivery of the Film to Mediacap Finance LLC ("Beneficiary"), subject to the terms, conditions, limitations and exclusions thereof.

NOW THEREFORE, Producer hereby agrees and declares, as follows:

1. Producer hereby appoints Completion Guarantor and UniFi, acting through such officers, employees, subcontractors, agents, representatives or delegates of Completion Guarantor or UniFi as Completion Guarantor or UniFi may from time to time appoint, as its Attorney-in-Fact to act in its place and in its name and stead, to do any or all of the following acts:

(a) To implement a Takeover in order to manage and control all or any aspects of Production and Delivery in accordance with the Completion Agreement;

(b) To execute any deed, document, agreement and instrument, and amendment, modification, supplement, extension, renewal, or replacement thereof, in relation to the Film or the Collateral;

(c) To act on behalf of Producer in respect of each production bank account and each bank that shall hold such account as designated in the Completion Agreement;

(d) To act on behalf of Producer in respect of any Laboratory, sound, special, mechanical and visual effects, post-production and any other facility and vendor that shall have rendered or may render services in relation to the Film or the Collateral;

(e) To act on behalf of Producer in respect of Beneficiary and any other bank, lender, financier, investor, creditor and secured party in relation to the Film or the Collateral;

(f) To act on behalf of Producer in respect of any Sales Agent, Distributor, Licensing Intermediary, collection account agent, disbursement agent or other party that has been granted or may be granted any rights in relation to the Film or to the Collateral;

(g) To act on behalf of Producer in respect of the MPAA or any other ratings board, censorship board, film commission and governmental agency in relation to the Film or the Collateral;

(h) To act on behalf of Producer in respect of any broker, agent, adjuster or insurer in relation to the Film or the Collateral;

(i) To act on behalf of Producer in respect of any attorney, accountant, auditor or other provider of professional services in relation to the Film or the Collateral;

(j) To appoint any other party to act hereunder whether as substitute attorney or as its agent acting under this Power of Attorney;

(k) To exercise any right, remedy, power and defense of Completion Guarantor under the Completion Agreement; and

(l) To generally do any other act and thing on Producer's behalf as effectively as if done by Producer itself in relation to the Completion Agreement or in any way connected with the Film or the Collateral, including the issuance of directions and instructions to any employee or independent contractor of Producer, including the Director, Line Producer, Unit Production Manager, Production Accountant, Post-production Supervisor and any other cast and crew member rendering services in relation to the Film.

2. All capitalized terms used but not defined herein shall have the meaning ascribed to such term in the Completion Agreement.

3. Producer hereby grants to Completion Guarantor and UniFi full authority to act in any manner both proper and necessary to exercise the foregoing powers and undertakes from time to time and at all times to ratify and affirm whatever Completion Guarantor or UniFi shall do or cause to be done under the authority or purported authority of this Producer's Power of Attorney.

4. This Producer's Power of Attorney is coupled with an interest and is irrevocable, but shall terminate upon the complete Production and Delivery of the Film in accordance with the terms of the Completion Guaranty and the full satisfaction of Completion Guarantor's obligations thereunder.

5. In the event this Producer's Power of Attorney is the act and appointment of more than a single principal, it may be executed in counterparts.

INDEPENDENT FILMS LLC ("Producer")

By: _____

Its: _____

Date: January 8, 2017

UniFi SAMPLE FORM

STATE OF _____

COUNTY OF _____

On _____ before me, _____
personally appeared _____, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Unifi SAMPLE FORM