

## PRODUCER'S POWER OF ATTORNEY

This Producer's Power of Attorney is made with Independent Films LLC ("Producer").

WHEREAS, by the Completion Agreement ("Completion Agreement") between Producer and UniFi Completion Guaranty Insurance Solutions, Inc. d/b/a UniFi Completion Guarantors, a California corporation ("UniFi") acting in its capacity as agent and attorney-in-fact for Atlantic Specialty Insurance Company, a New York insurance company ("Completion Guarantor"), Producer has granted to Completion Guarantor certain rights, including the right of a Takeover, in connection with the [feature-length motion picture] currently entitled "Independent Spirit" (by whatever name such motion picture is now or may hereafter become known, the "Film") and a Lien on certain Collateral as described therein; and

WHEREAS, by the Completion Guaranty with respect to the Film ("Completion Guaranty"), Completion Guarantor has agreed to guarantee Production and Delivery of the Film in favor of 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, instrument or any 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 any 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 rating 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 another 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, Production Accountant, Post-production Supervisor and any other cast and crew member rendering services in relation to the Film.

2. All initially 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 latter of (a) 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; and (b) Completion Guarantor's full recoupment of all Completion Sums that Completion Guarantor shall have advanced, if any.

5. If two or more parties comprise Producer hereunder, then, except as may be specifically provided to the contrary herein or in the Completion Agreement, their respective obligations as Producer are joint and several. Completion Guarantor may proceed against any or either of them without having foreclosed on the Collateral or first instituted proceedings or made demand upon or against any or all others.

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

*[Remainder of page left intentionally blank/Signature(s) on the following page]*

IN WITNESS WHEREOF, this Producer's Power of Attorney is executed by the undersigned(s) effective as of the date of the Completion Agreement.

INDEPENDENT FILMS LLC ("Producer")  
a California limited liability company

By: \_\_\_\_\_  
Its: An Authorized Signatory

Mailing Address:

9537 Culver Boulevard,  
Culver City, CA 90232  
Attention: Harris Jones  
Email: [harris.jones@indiefilmsllc.com](mailto:harris.jones@indiefilmsllc.com)

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)