

LEGAL INFORMATION

Please furnish the following information and documents to UniFi's Business Affairs Department by emailing Steven Leib at <u>steve@unifibonds.com</u> with copies to Steve Mangel at <u>steve@unifibonds.com</u> and Max Mangel at <u>max@unifibonds.com</u>. All items must be in English.

<u>Production Company Info</u>: Legal name, mailing address, email address, and telephone number of the production company, its principal officers, and legal counsel and, upon request, its Articles of Incorporation, Bylaws, Certificate of Good Standing, and Resolutions of Board of Directors.

Financier/Investor Info: For each funding party, its name, mailing address, and email address, and the name, email address, and telephone number of your contact person(s) there, and the same information for its legal counsel together with the amount of and, if applicable, any pre-conditions (e.g., script or cast approval, completing pre-sales, escrowing funds, etc.) to its funding commitment, and a fully-signed copy of its funding agreement, term sheet, deal memo, or commitment letter.

Director & Key Cast & Crew Agreements. (i) the fully signed Director Agreement (if not yet signed, please provide copies of each successive draft until fully signed), (ii) the fully signed Key Cast and Key Crew agreements, when available, and (iii) the fully signed agreement for any other individual that is an Essential Element or has rights of final cut or script/cast approval. If it is unlikely that a key cast/crew member's service contract will be signed before the start of principal photography, a signed deal memo or certificate of engagement in a form preapproved by UniFi's Business Affairs department may suffice. The completion bond cannot be issued until the service contract applicable to each Essential Element is fully signed and delivered. Cast and crew agreements must not contain "Stop Dates" or "Pay and Play" conditions unless agreed by UniFi in writing. All principal cast must have at least one (1) "free" week for principal photography overschedule services and three (3) "free" days for reshoots and post-production services. We shall prepare our customary Director Undertaking, which must be signed by the Director before the start of principal photography.

Distribution Agreement(s): If applicable: (i) sales agent agreement(s), (ii) distribution or license agreement(s), (iii) notice(s) of assignment, (iv) licensing intermediary agreement(s), (v) distributor letter(s) or credit, and (vi) delivery schedule(s).

> <u>Other Agreement(s)</u>: If applicable: (i) interparty agreement(s), (ii) inter-creditor agreement(s), (iii) deposit account control agreement(s), (iv) production services agreement(s), (v) collection account management agreement(s), and (vi) guild subordination agreements.

Laboratory Control Agreement(s): A pledge holder or other form of control agreement with each laboratory where any digital, film, sound, video, and other materials will be stored.

VFX Services Agreement(s): If applicable, the applicable agreement with each VFX vendor. Vendor bids and detailed shot lists are subject to review and approval by UniFi's Production Department.

Insurance Certificates and Cast Log: Insurance certificates evidencing the mandatory coverages listed in the Basic Insurance Coverages (which is also available to download online at http://www.unifibonds.com/forms/) including a cast log showing full coverage without exclusions or increased deductibles for the key cast and crew

22287 Mulholland Highway, #367 Calabasas, CA 91302-5190 CA license #0148780 (855) 938.6434 (855) We UniFi members. If you give us the name, telephone number, and email address of your insurance broker/agent we will contact your broker/agent for the above including a request for Essential Element endorsements, if applicable.

Production Bank Account(s) Information: the name, mailing address, email address, telephone number, and contact person for each bank at which the production company will maintain a bank account together with the name, number, applicable currency (if other than U.S. dollars), names of signatories, and any signature restrictions (i.e., number of signatures required, any applicable "A" and "B" lists, dollar limits, etc.) applicable to each account.

➤ <u>Chain of Title (COT)</u>: all applicable writer agreements and agreements relating to the underlying rights of the Film; a Copyright Report; a Title Report and a Deforest Report (or comparable report). If a bank is lending any production costs, once the bank has approved all relevant COT documents, please send copies to <u>steven@unifibonds.com</u> with copies to Steve Mangel @ <u>steve@unifibonds.com</u> and Max Mangel at <u>max@unifibonds.com</u>.