COLLECTION ACCOUNT MANAGEMENT AGREEMENT

"Amazing Grace"

This Agreement ("Agreement") is made on and has effect as of [ ] 2019 ("Effective Date") BETWEEN:

1. **Fintage Collection Account Management B.V.**, Schipholweg 71, 2316 ZL Leiden, The Netherlands ("**CAM**");

2. **Amazing Grace Movie, LLC**, 1633 N. Stanley Ave, Los Angeles, CA 90046 USA ("**Producer**");

3. **Jellyfish Bloom International, LLC**, 400 South Beverly Dr., Ste. 300, Beverly Hills, CA 90212 USA ("**Sales Agent**"); and

4. **Endeavor Content, LLC**, 9560 Wilshire Blvd., 5th Floor, Beverly Hills, CA 90212 USA ("**EC**").

Severally and collectively, the "Party" or "Parties".

WHEREAS:

The Parties have agreed that the CAM, acting as their representative, shall on their behalf receive all revenues derived from the exploitation of the Project in the Territory and administrate, allocate and pay the same on behalf of the Parties upon the terms and conditions hereinafter appearing.

In this Agreement, the singular includes the plural and vice versa and the neuter shall include the masculine or feminine gender and persons shall include firms and corporations.

NOW IT IS AGREED as follows:

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1. DEFINITIONS

In this Agreement, the following definitions shall apply:

"Accounting Currency"	US Dollar ("USD").
"Accounting Period"	One of the individual periods as described in clause 3.1, which is the subject of a Statement produced by the CAM.
"Beneficiaries"	All persons, firms, companies, etc. who have the right to receive an Entitlement (except for CAM Fee and/or CAM Expenses).
"Business Day"	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.
"CA Bank"	City National Bank, 400 N. Roxbury Drive, 4th Floor, Beverly Hills, CA 90210, USA, being the bank at which the Collection Account is opened, held and maintained.
"CAM Expenses"	All of the bank charges incurred by the CAM in relation to its duties and obligations hereunder, and, to the extent provided for in this Agreement, all of the CAM's audit and legal fees and expenses, costs, related costs, including, but not limited to, those expenses incurred by the CAM on behalf of one or more of the Parties or Beneficiaries. The CAM has a discretionary right to retain monies in the Collection Account in order to create a reasonable reserve for the Term of this Agreement to defray the CAM Expenses.
"CAM Fee"	Remuneration for the CAM, exclusive of CAM Expenses, for its services rendered pursuant to this Agreement, consisting of a commission of 0.85% of all Collected Gross Receipts up to USD1,250,000, 0.65% of the next USD1,250,000 of Collected Gross Receipts, 0.5% of the next USD1,250,000 of Collected Gross Receipts and 0.35% of the Collected Gross Receipts thereafter or, alternatively, a minimum commission of USD375 per Statement, whichever is the highest.
"Collected Gross Receipts"	Gross Receipts credited to the Collection Account, including Deemed Collected Gross Receipts.
"Collection Account"	Bank account at CA Bank, designated to receive those Gross Receipts, which, in accordance herewith, are payable into this account, as described in clause 2.2.
"Collection Account Interest"	Interest accrued on the Collection Account at CA Bank.

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"Deemed Collected Gross Receipts"	Any Gross Receipts received during or prior to this Agreement which should have been credited to the Collection Account in accordance with this Agreement.
"Deluxe Expenses"	The exact total amount shall be timely notified by Producer to CAM, whereby CAM may rely on the accuracy of such notification.
"Distribution Agreements"	Each and every agreement in connection with the Project for the exploitation, distribution, sale, lease, license, exhibition, transmission, or any other form of exploitation, settlement, or any associated rights, merchandising, publishing, allied or ancillary rights of the Project, excluding music publishing and secondary rights, in any part of the Territory through any existing or future product, service or platform.
"Distributors"	Those individuals, firms, companies or other entities, which enter or have entered into Distribution Agreements.
"Domestic Receipts"	All Collected Gross Receipts derived from the Domestic Territory.
"Domestic Territory"	The United States and Canada.
"EC Domestic Fee"	An amount equal to 7% of the Domestic Receipts.
"Effective Date"	As described in the heading of this Agreement.
"Entitlement"	Such part or parts of the Collected Gross Receipts, payable to a Beneficiary and/or the CAM under the terms and conditions of this Agreement.
"E&O Expenses"	As amounts due, the exact total amount, names, account and contact details shall be timely notified by Producer to the CAM, whereby CAM may rely on the accuracy of such notification(s).
"Gross Receipts"	All proceeds (exclusive of VAT or similar taxes or duties) derived from Distribution Agreements.
"Incoming Payment Notification"	Notification by CAM, informing the Parties about Collected Gross Receipts as and when Gross Receipts are received in the Collection Account.
"Notice"	As described in clause 8.
"Payroll House"	The payroll service company appointed by Producer to provide administrative services in connection with the calculation and payment of Residuals pursuant to this Agreement.
"Personal Data"	Any information relating to an identified or identifiable natural person (an identifiable natural person is a natural person who can be identified, directly or indirectly, in particular by reference to an

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	identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person).
"Process"	Any operation or set of operations which is performed on Personal Data whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
"Producer Deferred Expenses"	The exact total amount shall be timely notified by Producer to CAM, whereby CAM may rely on the accuracy of such notification.
"Project"	The film entitled "Amazing Grace".
''Residuals"	All additional compensation that is or may become due under any applicable guild bargaining agreement when the Project is exhibited, distributed or otherwise exploited, including but not limited to additional compensation payable on advances and/or minimum guarantees or similar lump sum payments provided by Distributors.
"ROW Receipts"	All Collected Gross Receipts derived from the ROW Territory.
"ROW Territory"	The Territory excluding the Domestic Territory.
"Sales Agency Agreement"	The agreement dated January 11, 2019 pursuant to which the Sales Agent has the right to enter (or as agent of the Producer) into Distribution Agreements in the ROW Territory.
"Sales Agent Commission ROW"	The commission payable to Sales Agent in connection with the Project equal to 15% of the ROW Receipts.
"Sales Agent Expenses"	The costs and expenses incurred by Sales Agent in connection with the Project, including the pre-approved payments to Stacey Smith and Stephen Strauss and any re-delivery costs due to the WB logo removal. The Sales Agent Expenses shall be as notified by Sales Agent to CAM from time to time, whereby CAM may rely on the accuracy of such notification(s), provided that they may not exceed USD63,400 ("CAP") without prior written approval from Producer. As of the execution of this Agreement, the pre-approved within the CAP Sales Agent Expenses are USD36,293.14 and the total pre-approved outside of the CAP Sales Agent Expenses are USD40,000, out of which USD10,027.50 is payable in the first Statement.

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"Statement"	A written (electronic) accounting statement in the Accounting Currency in respect of an Accounting Period, specifying: - the amounts of and the sources from which the (Collected) Gross Receipts and Deemed Collected Gross Receipts have derived; - the Collection Account Interest; and - the allocation of Collected Gross Receipts to the Beneficiaries (and CAM) of the Entitlements.
"Term"	The period of time for which this Agreement is in force and effect and limited to seven (7) years after the Effective Date, unless this Agreement is extended in writing by a majority of the Parties.
"Termination"	As described in clause 7.
"Territory"	The universe.
"WB Profit"	An amount equal to 6% of all Collected Gross Receipts.

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2. THE CAM, COLLECTION ACCOUNT AND ASSIGNMENT

2.1 Appointment of the CAM

2.1.1 The Parties, excluding the CAM, hereby jointly appoint the CAM during the Term as their sole and exclusive representative, to open the Collection Account in which it is to receive or pay no monies other than Gross Receipts and Collection Account Interest, to calculate the Entitlement(s), to provide Statements to the Parties and to carry out the payment of Entitlement(s) to each of the Beneficiaries in accordance with the terms and conditions hereof. If the CAM receives monies in the Collection Account other than Gross Receipts or Collection Account Interest, it shall forthwith have such monies transferred out of the Collection Account. If the CAM receives Gross Receipts elsewhere than in the Collection Account, it shall immediately transfer such receipts into the Collection Account, subject to the usual bank transfer costs. The CAM hereby agrees to this appointment, in accordance with and subject to the terms and conditions hereunder.

2.1.2 Other than as provided for in this Agreement, the Parties other than the CAM, shall not, during the Term hereof, authorize or permit any third party to carry out any or all of the services rendered by the CAM for the Project hereunder.

2.1.3 Notwithstanding anything to the contrary contained in this Agreement and for the avoidance of doubt, the CAM acknowledges and agrees that it has no legal title to the Collected Gross Receipts, the Collection Account Interest, and any other monies at any time in or credited to the Collection Account, all of which are actually the property of the Parties hereto (excluding the CAM). The CAM shall only acquire title to monies paid to the Collection Account in respect of the CAM Fee and CAM Expenses upon actual payment thereof to CAM, by withdrawal from and transfer out of the Collection Account of such monies in accordance with Exhibit A hereto. No Collected Gross Receipts, Collection Account Interest or other monies held therein shall constitute the property of the CAM.

2.2 All Gross Receipts in Collection Account

The Sales Agent and, to the extent applicable, all the Parties hereto having ownership of and/or control over the Distribution Agreements and/or the applicable rights and/or the Gross Receipts, shall undertake to issue or insert into the Distribution Agreements irrevocable instructions to the Distributors, in the form of Exhibit B hereto, to pay the Gross Receipts into the following Collection Account and otherwise such Parties shall ensure that the Distributors shall pay the Gross Receipts into the Collection Account, subject only to clause 2.7.2 below.

Account name	Fintage Collection Account Management B.V. re: “Amazing Grace”
Account number	127751536
CA Bank	City National Bank 400 N. Roxbury Drive, 4th Floor Beverly Hills, CA 90210 USA
ABA Routing No.	122016066

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Swift Code CINAUS6L

2.3 Interest bearing Collection Account

The CAM shall use all reasonable endeavours to procure that monies standing to the credit of the Collection Account earn Collection Account Interest at the most favorable rate available at the CA Bank for similar accounts and for similar amounts.

2.4 Property in Collected Gross Receipts

The CAM agrees to hold, until their distribution, all Collected Gross Receipts standing to the credit of the Collection Account, the Collection Account Interest, the rights vis-à-vis the Collection Account and all rights towards the CA Bank as representative for the Parties (excluding the CAM) for the benefit of the Beneficiaries, who shall be the owners or the deemed owners thereof.

2.5 No lien over Collected Gross Receipts

2.5.1 The Parties shall not create any lien, attachment, pledge, charge or any similar legal instrument over the Collection Account, the Collected Gross Receipts, the Collection Account Interest, or any other monies standing to the credit of, or rights to, the Collection Account, except for the security interests pursuant to clause 2.5.3.

2.5.2 The Parties warrant and represent that there will be no deposit account control agreement over the Collection Account or the Gross Receipts.

2.5.3 The Parties agree that each Beneficiary is granted a security interest over the Collection Account and sums standing to its credit from time to time, solely to the extent of their respective Entitlement thereto and solely to secure such Beneficiary's rights to receive its Entitlement pursuant to the terms hereof, without prejudice to clause 6 hereof and subject to the applicable laws and regulations.

2.6 Collected Gross Receipts and Entitlements in other currencies

2.6.1 Collected Gross Receipts in a currency other than the Accounting Currency will forthwith be automatically converted by CA Bank into the Accounting Currency, at the exchange rate prevailing at the time of such conversion.

2.6.2 Entitlements will be paid out in the Accounting Currency, unless otherwise specified in this Agreement or if the CAM is timely notified otherwise by a relevant Party. In case the CAM is instructed to pay out the Entitlement in another currency than the Accounting Currency, the Entitlement will be converted into the requested currency, at the exchange rate prevailing at the time of such conversion, to the extent the Entitlement is not available in the Collection Account in such currency and the Collection Account shall be debited with the counter-values in the Accounting Currency.

2.6.3 Entitlements which are being paid in full or in part in a currency which is not the Accounting Currency, shall be reported in Statements as being the sum of amounts (in the Accounting Currency) actually debited from the Collection Account.

2.6.4 The Parties hereto agree that Collected Gross Receipts in a currency other than the Accounting Currency and/or Entitlements that are being paid in full or in part in a currency

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which is not the Accounting Currency may be received and/or disbursed through a third party foreign exchange and global payments service provider (the "FX Service Provider") and may subsequently be converted into the required currency by the FX Service Provider rather than by the CA Bank, whereby the applicable funds are to be transferred to the FX Service Provider for such conversion, and (i) in case of Collected Gross Receipts in a currency other than the Accounting Currency, subsequently be paid into the Collection Account by the FX Service Provider for disbursement in accordance with this Agreement, or (ii) in case of Entitlements that are being paid in full or in part in a currency which is not the Accounting Currency, to be paid directly by the FX Service Provider to the applicable Beneficiary.

2.7 All Deemed Collected Gross Receipts into the Collection Account

2.7.1 Notwithstanding the Parties' obligation (other than the CAM) under clause 2.2 above, it is acknowledged that if Deemed Collected Gross Receipts are received by or credited to any of the Parties (other than the CAM), including those Deemed Collected Gross Receipts received prior to the Effective Date, such Party shall forthwith:

- inform the CAM that Deemed Collected Gross Receipts are or have been received and specifying the source(s)/details of such amounts, and simultaneously
- transfer such Deemed Collected Gross Receipts into the Collection Account without any deduction whatsoever, except for bank transfer costs, and
- provide the CAM with the applicable Distribution Agreement.

Pending transfer of such Deemed Collected Gross Receipts into the Collection Account, such Parties shall hold such Deemed Collected Gross Receipts for the benefit of the other Parties and to be applied solely in accordance with the terms of this Agreement.

2.7.2 The Parties (other than the CAM) may jointly and unanimously notify the CAM in writing that Deemed Collected Gross Receipts may be retained by any one or more of the Parties hereto and that such Parties shall hold such Deemed Collected Gross Receipts to be allocated by the CAM in accordance with the terms of this Agreement and that such Parties shall subsequently immediately pay out such Deemed Collected Gross Receipts to such Beneficiaries as designated by the CAM and solely in accordance to CAM's instruction.

3. STATEMENTS, DISBURSEMENTS, ACCOUNTING AND AUDITING

3.1 Statements and disbursements by the CAM

3.1.1 As soon as the CAM has received written notice from the CA Bank of the first Collected Gross Receipts being realized, or from any of the Parties (except the CAM) of the first Deemed Collected Gross Receipts being **deemed received in the Collection Account**, the CAM shall provide the Parties with a Statement on a monthly basis, within twenty (20) Business Days of the end of each **Accounting Period** to which it relates, up to 12 months after the issuance of the first Statement, **provided that at least USD7,500 of Collected Gross Receipts are available for disbursement, otherwise the CAM shall provide the Parties with a Statement on a quarterly basis, within** twenty (**20) Business Days of the end of each Accounting Period to which it relates**, provided that for the Accounting Period ending on December 31st, CAM shall provide the Parties with a Statement within thirty (30) Business Days of the end of the Accounting Period.

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3.1.2 Then, from 13 months to 24 months after the issuance of the first Statement, the CAM shall provide the Parties with a Statement on a quarterly basis, within twenty (20) Business Days of the end of each Accounting Period to which it relates, provided that at least USD7,500 of Collected Gross Receipts are available for disbursement, otherwise the CAM shall provide the Parties with a Statement on an annual basis, within twenty (20) Business Days of the end of each Accounting Period to which it relates, provided that for the Accounting Period ending on December 31st, CAM shall provide the Parties with a Statement within thirty (30) Business Days of the end of the Accounting Period. Then, until the Termination of this Agreement or expiry of the Term, the CAM shall provide the Parties with a Statement on a semi-annual basis, within twenty (20) Business Days of the end of each Accounting Period to which it relates, provided that at least USD7,500 of Collected Gross Receipts are available for disbursement, otherwise the CAM shall provide the Parties with a Statement on an annual basis, within twenty (20) Business Days of the end of each Accounting Period to which it relates, provided that for the Accounting Period ending on December 31st, CAM shall provide the Parties with a Statement within thirty (30) Business Days of the end of the Accounting Period.

3.1.3 The Parties may request CAM to produce an interim Statement, but no more often than once per calendar month, whereby the CAM Fee shall be increased by (i) 0.25% of the Collected Gross Receipts during that Accounting Period with a maximum increase of USD625, or (ii) USD325 (if the minimum fee per Statement is applicable), whereby such increase shall be borne by the requesting Party(ies).

3.1.4 Notwithstanding the foregoing, the CAM shall issue the first Statement no earlier than in the month following receipt by the CAM of a copy of this Agreement, which, subject to clause 9.2 hereof, is binding and in full force and effect.

3.1.5 The CAM shall pay out Entitlement(s) from the Collection Account to the Beneficiaries hereto within five (5) Business Days after the issuance of a Statement. The content and the form of the first Statement only are subject to the approval by all Parties of a draft of the first Statement, which approval shall be deemed given unless the CAM has received a written notification to the contrary, which must be sufficiently detailed to clarify the reason for the objection (and which notification is to be sent as described in clause 8 (i) hereof) from one or more of the Parties within ten (10) Business Days after issuance of such draft Statement.

3.1.6 In the event any of the Parties disapproves the content and/or the form of the first Statement, the CAM shall as soon as reasonably possible re-issue the first draft Statement to all Parties. Then, as of the moment the first draft Statement has been re-issued by the CAM, the approval by all Parties of the draft first Statement shall be deemed given unless the CAM has received a written notification to the contrary from one or more of the Parties within five (5) Business Days thereafter.

3.1.7 An Entitlement standing to the credit of the Collection Account shall be retained therein, until, subject to clauses 3.1.1 and 3.1.2 above, such Entitlement totals at least USD1,500, but in any event it shall be disbursed once per calendar year.

3.2 Incoming Payment Notification and Fintage CAM Live

As soon as the CAM has received written notice from the CA Bank of any Collected Gross Receipts or a notification under clause 2.7.1 hereof, the CAM shall send an Incoming

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Payment Notification to all Parties. All Parties will, upon their request, be given the opportunity to have access to Fintage CAM Live for this Project, which includes Internet access to all the financial information as and when CAM has it available during the Term on all Distribution Agreements in connection with the Project, as well as the Statements issued under this clause 3.

3.3 The CAM shall keep books of account

The CAM shall keep complete and accurate books of account in the Accounting Currency and records relating to all monies received in the Collection Account until two (2) years after the Termination of this Agreement or after expiry of the Term.

3.4 The CAM may be audited

3.4.1 Each of the Parties has the right to audit the CAM's books relating to the receipt, allocation and distribution of the Collected Gross Receipts of the Project at its own expense, but no more than once every twelve (12) months during the Term.

3.4.2 If, after conducting any such audit, it is determined that there has been an error in excess of five percent (5%) of an Entitlement for any such audit period, then (provided the excess is greater than USD10,000) the CAM shall reimburse the auditing Party for the reasonable direct costs and expenses of such audit from the CAM’s own funds (which shall not be recoupable as CAM Expenses), which would otherwise be borne by the auditing Party.

3.4.3 This right of audit continues for one (1) year after the issuance of the applicable Statement. The limitation of liability of the CAM in clause 5.8 shall not apply in case an audit under this clause 3.4 shall disclose defaults in payments made by the CAM pursuant to this Agreement, which could not have been ascertained from the Statements, disbursements or other information reasonably available to a Party.

4. ALLOCATION OF COLLECTED GROSS RECEIPTS

4.1 The Collected Gross Receipts and the Collection Account Interest shall be allocated and paid out by the CAM in accordance with Exhibit A.

5. GENERAL TERMS

5.1 All relevant information to the CAM

The Parties (other than the CAM) shall provide the CAM in timely fashion with all relevant information to enable it to meet its allocation, accounting and payment obligations pursuant to this Agreement, as well as information reasonably required by the CA Bank to meet the applicable “Know Your Client” (“KYC”) and “Customer Due Diligence” (“CDD”) obligations in connection with this Agreement. The Parties agree that the CAM may share the KYC and CDD information with the CA Bank. The same shall apply to information that the CAM is to provide to the CA Bank in connection with the applicable Anti-Money Laundering (“AML”) regulations, as well as those applicable to Combating the Financing of Terrorism (“CFT”).

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The information shall include, but is not limited to, detailed sales estimates and sales reports, copies of all deal memos and Distribution Agreements, copies of all the irrevocable instructions to and/or signed by Distributors, further copies of the names, addresses, telephone and fax numbers and bank details of all Beneficiaries (if not specified in Exhibit C hereto), detailed information about agreed expenses, approvals for payment of agreed expenses, etc., accountings from Distributors and all further information that the CAM may reasonably require to meet its allocation, accounting and payment obligations hereunder. The CAM may at any time check any source of information, to verify if the relevant Distributors or the Parties hereto meet their obligations hereunder and it may elect to formally notify such party and advise one or more of the Parties, if it is in reasonable doubt.

5.2 Information or approval to be provided to the CAM

5.2.1 If the CAM is to take into account information to be supplied to it by one or more of the Parties, such information shall be provided to the CAM as described in clause 8 (i) within five (5) Business Days after the end of the relevant Accounting Period.

5.2.2 If the CAM receives conflicting information, conflicting demands or instructions, or conflicting instructions with respect to an Accounting Period ("Conflicting Demand"), the CAM shall request in writing that the Parties that provided or should have provided such information, demands, or instructions instead furnish the CAM with accurate and consistent information, demands, and/or instructions (as the case may be) within five (5) Business Days, and the CAM shall postpone the issuance of the Statement relating to such Accounting Period and the consequent payment of any Entitlements for such Accounting Period for five (5) Business Days. If the relevant Parties do not provide such accurate and consistent information, demands, and/or instructions (as the case may be) and/or fail to resolve the conflict within the aforementioned period, the CAM may, at its sole discretion, either (a) notify the Parties in writing, in conjunction with a Statement, that the relevant information, demands, and/or instructions were not provided and that the disputed amounts will be retained in the Collection Account until the conflict is resolved, or (b) suspend the issuance of Statements and consequent payments upon written notice to the Parties and proceed in accordance with clause 6. The CAM shall immediately notify the Parties upon the occurrence of any such event. In the absence of material breach, gross negligence, or wilful misconduct on the part of the CAM, the CAM shall have no liability in respect of any decision taken and/or executed by it with respect to this clause 5.2.2.

5.2.3 If the CAM is supposed to receive a joint notification from two or more of the Parties and one or more of such Parties has/have gone into administration, receivership, liquidation, or any equivalent process in such Party's particular jurisdiction ("Bankrupt Party"), the Bankrupt Party shall be deemed to have waived its joint notification right (to the extent that such a waiver is permitted by applicable law in the Bankrupt Party's particular jurisdiction) and the requisite notification may satisfactorily be made solely by the other Party who was otherwise to jointly notify the CAM. However, if such a deemed waiver of the Bankrupt Party's right of joint notification is not legally permissible in the Bankrupt Party's particular jurisdiction such that the Bankrupt Party must be represented by a liquidator, administrator, receiver, or other person appointed to administer that the Bankrupt Party's assets or business (collectively, the "Administrator"), then the Administrator shall be entitled to represent the Bankrupt Party under this Agreement and to give joint notifications and take similar actions on behalf of the Bankrupt Party. However, if such Administrator does not comply with any time limits applicable to the Bankrupt Party's exercise of its joint notification rights or similar actions (such time limits being specified in

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the notice to the Administrator), then the Administrator's failure to take action within the requisite time period will have the same legal effects and consequences as if any Party shall have failed to act with an applicable time limit. The same principle shall be binding upon all acts of an Administrator under this Agreement.

5.2.4 Any third party Beneficiary hereunder is not to receive any Statements, Incoming Payment Notifications or any other Notices unless CAM has received a written request to the contrary from one of the Parties and provided that such a request is accompanied with the contact and (email) address details of the applicable third party Beneficiary.

5.2.5 In order for CAM to be able to comply with its disbursement obligations hereunder, the Parties agree to timely provide CAM in writing with any outstanding or updated bank details, as the case may be, of such Party or Parties, to the extent not provided to CAM prior to execution of this Agreement, in the form of Exhibit E hereto. The Producer agrees to provide CAM with any outstanding bank account details of any third party Beneficiary that is entitled to receive Entitlements under this Agreement, to the extent not provided to CAM prior to execution of this Agreement, in the form of Exhibit E hereto.

5.2.6 Subject to clauses 5.2.1 through 5.2.5 above, the CAM shall immediately notify each of the other Parties of any notice received by the CAM from any third party (i) stating that such third party is entitled to receive all or any portion of the Collected Gross Receipts, Deemed Collected Gross Receipts or Collection Account Interest, or (ii) otherwise instructing CAM not to allocate the Collected Gross Receipts in accordance with this Agreement. Notwithstanding any such notice, but subject to a hold period of up to sixty (60) days, during which time the CAM may retain all or any portion of such Collected Gross Receipts or Collection Account Interest in the Collection Account, the CAM shall continue to remit Collected Gross Receipts and Collection Account Interest in accordance with the terms of this Agreement, unless (i) a court order or an injunction issued by a court of competent jurisdiction prevents the CAM from making such payments (but only to the extent of such court order or injunction), or (ii) CAM provides the affected Parties with a legal opinion from a reputable law firm opining that retaining the disputed Entitlements is necessary in order for CAM not to incur any liability in respect of such third party, and provided that the CAM shall continue to remit the Entitlements that are not in dispute. The costs incurred by CAM to acquire fore-mentioned legal advice shall be considered CAM Expenses.

5.3 Reasonable doubt

In the event that the CAM is in reasonable doubt about the allocation, accounting or payment of Entitlement(s), it may retain such Entitlements ("Doubtful Entitlements") in the Collection Account and it shall not be obliged to make any further payments as regards the amount(s) of the Doubtful Entitlements to the Beneficiaries, until such situation of uncertainty has been resolved. The CAM shall immediately notify the Parties upon the occurrence of such event. Upon the occurrence of any such event where CAM has reasonable doubt as to what actions it should take or is unable to carry out the payments because it lacks information or has received conflicting information from the Parties, CAM may commence an interpleader action. In the absence of material breach, gross negligence or wilful misconduct, the CAM has no liability in respect of any decision taken and executed.

5.4 No disbursement if unlawful, force majeure

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5.4.1 This Agreement and all receipts, allocations and payments of Collected Gross Receipts hereunder by the CAM shall be subject to the requirements of all applicable present and future laws, regulations or directives including any and all withholding taxes or other taxes or duties, levies, fees or charges imposed by any international, national, multi-national, federal, state, local or other governmental or quasi-governmental authority and the provisions of this Agreement shall be curtailed and limited to the extent necessary to comply with such requirements and the CAM has no obligation to make any payment to a Beneficiary if such payment may be unlawful in any way. CAM has the right to request and require any Beneficiary to provide CAM with any Distribution Agreement, any completed executed tax documents, any tax forms, certifications, supporting materials including any licences, any underlying agreements regarding the Project, including, but not limited to, any agreements for the provision of services, financing, and any other items reasonably requested by CAM. The Parties agree that CAM has the right to make any tax withholding(s) and any other deductions or other retentions from any sums payable to any Beneficiary and may without any liability to any Party (or alternatively create a reasonable reserve from Collected Gross Receipts to) make any deposits, payment or other transfer of any such sums to any governmental or quasi-governmental authority.

5.4.2 If it becomes illegal or reasonably impractical, problematic or impossible for reasons outside the CAM's control to carry out any of the provisions hereof (“Force Majeure”), CAM shall incur no liability as a consequence thereof, for as long as this situation continues and during such period it shall have no responsibility for the validity, effectiveness or enforceability hereof, provided that CAM shall as soon as reasonably possible notify the other Parties hereto about the existence of such situation.

5.4.3 If a Force Majeure continues in excess of six (6) months, the Parties or the CAM may terminate this Agreement in accordance with clause 7 hereof.

5.5 Prompt payment and accountings from Distributors

The Sales Agent undertakes throughout the term of the Distribution Agreements to procure prompt payments from Distributors into the Collection Account as well as prompt and accurate distribution statements (via the Sales Agent) to the CAM.

5.6 The CAM may rely on information

The CAM shall be entitled to rely on information, reasonably believed by it to be correct, provided to it by any of the Parties or third parties and on any communication, document or correspondence reasonably believed by the CAM to be genuine and to have been made available, sent or signed by the person by whom it purports to have been made available, sent or signed and the CAM shall not be obliged to inquire further as to the accuracy or authenticity of said communication, information or document. In the absence of material breach, gross negligence or wilful misconduct, the CAM shall not be liable for any consequence of such reliance.

5.7 The CAM shall on request furnish information

The CAM shall on request furnish to a Party copies of all statements, accountings and Distribution Agreements received by it from Sales Agent, Distributors or other Parties, and answer to questions reasonably raised by any Party in connection with this Agreement.

5.8 Liability of the CAM

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No liability shall attach to the CAM on account of its payment of any monies received by it under this Agreement, provided that such monies are applied in accordance with this Agreement. If however the CAM makes an erroneous payment ("Erroneous Payment") in relation to an Accounting Period ("Applicable Period"), it will make good any direct loss (excluding consequential damages and lost profits) suffered by any of the Parties as a result of the Erroneous Payment, provided that the claim relating to the Erroneous Payment has been made within a term, commencing upon execution of the Erroneous Payment, equal to the Applicable Period less five (5) Business Days, with a maximum of three (3) months, whichever is the shortest. With regard to any other obligations on the part of the CAM under this Agreement, no liability shall attach to the CAM in the absence of material breach, gross negligence or wilful misconduct on its part.

5.9 Repayment of overpayment

Each Party agrees that in case it has received more than its Entitlement(s), it shall upon becoming aware thereof or upon request by the CAM, which request may also be addressed to any Beneficiary not being a Party, immediately pay or repay such amount into the Collection Account for correct distribution by the CAM in accordance with this Agreement. If and to the extent such amount remains unrepaid after ten (10) Business Days following CAM's aforementioned request, the amount shall, as of that moment, accrue interest at a rate of LIBOR+1% per annum, payable by the applicable Beneficiary. The CAM's next Statement will, to the extent applicable, be an adjusted Statement showing the correct Entitlement(s). The CAM shall make no further payments to the relevant Party(ies) or Beneficiaries, as applicable, until such amount has been repaid in full, including fore-mentioned interest, and it may formally notify such Party(ies) or Beneficiary, as applicable, upon the occurrence of such situation.

5.10 No risk of own funds and maintenance of operations

Subject to clauses 3.4, 5.8 and 6 hereof, none of the provisions hereof shall be construed so as to require the CAM to expend or risk any of its own funds or otherwise incur any financial liability or personal liability of its employees, shareholders, directors, etc. in the performance of its obligations hereunder and the CAM shall be under no obligation to make any payment to any Beneficiary except out of the Collected Gross Receipts standing to the credit of the Collection Account. The CAM shall sufficiently maintain its operation to carry out its obligations hereunder.

5.11 Indemnification of the CAM

5.11.1 If the CAM incurs any liability, loss, damage, costs or expense, including (legal) counsel's fees, (legal) counsel's costs or court or arbitration costs, either through a claim or action arising out of or in connection with its acceptance or its performance under this Agreement (including third party claims) or otherwise ("Liability Costs"), the Parties hereto shall, upon first written request of the CAM, forthwith pay such Liability Costs in proportion to their respective Entitlements on the basis of the total amount of Collected Gross Receipts at the time of such demand, and agree to hold the CAM safe, harmless, defended and indemnified against any such Liability Costs, which are being deemed CAM Expenses for the purposes hereof, provided that such CAM Expenses were not caused by material breach, gross negligence or wilful misconduct on the part of the CAM.

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5.11.2 If at any time the CAM shall in good faith determine that the monies standing to the credit of the Collection Account are not sufficient to discharge the CAM Expenses which have been incurred by the CAM, the Parties hereto shall, upon first written request of the CAM, forthwith pay such CAM Expenses, in proportion to their respective Entitlements on the basis of the total amount of Collected Gross Receipts at the time of such demand, the amount of such shortfall into the Collection Account, and provided that such CAM Expenses were not caused by material breach, gross negligence or wilful misconduct on the part of the CAM. The Parties who paid such portion shall recoup the same pro rata and pari passu in first position from any Collected Gross Receipts, after payment of the CAM Expenses.

5.11.3 The benefit of clause 5.11.1 shall extend to the officers, directors, employees, agents, advisers, representatives and affiliates of the CAM.

5.11.4 The CAM shall have the discretionary right to require a specific indemnification from the Parties hereto before taking any legal or other action hereunder which might, in its reasonable judgment, involve any expense to or liability of the CAM.

5.11.5 In the event that a Party is in material breach of this Agreement, the CAM shall, immediately upon becoming aware of such event, notify the other Parties in sufficient detail thereof. It is agreed that in such an event the CAM is not obligated to take any legal or other action hereunder other than as provided for in this Agreement. Nothing in this provision shall excuse CAM's material breach, gross negligence, or wilful misconduct in connection with this Agreement, it being understood that, subject to clause 5.8, any payment not in compliance with the terms of this Agreement shall constitute a material breach.

5.11.6 The Sales Agent is excluded from paying Liability Costs under Clause 5.11.1 and CAM Expenses under Clause 5.11.2 unless an arbitrator under Clause 6 finds that such Liability Costs or CAM Expenses were caused by the Sales Agent.

5.11.7 EC is excluded from paying Liability Costs under Clause 5.11.1 and CAM Expenses under Clause 5.11.2 unless an arbitrator under Clause 6 finds that such Liability Costs or CAM Expenses were caused by EC.

5.12 The CAM has no other duties

The CAM shall have no duties or obligations pursuant to this Agreement other than those specified in this Agreement.

5.13 Authority to the CAM

5.13.1 Each Party authorizes the CAM to perform the CAM's services as set out in this Agreement and to take such action on its behalf and to exercise such powers as are specifically delegated to it by the provisions of this Agreement, including those that may reasonably increase the likelihood of the Beneficiaries receiving their pre-agreed (potential) Entitlements, together with all the powers reasonably incidental thereto.

5.13.2 No Party shall interfere with, frustrate or take any action contrary to the terms of this Agreement.

5.14 Power to represent

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Each Party hereby represents and warrants that each individual signing this Agreement has the power to sign on behalf of the Party he or she is representing.

5.15 Data Privacy

During the execution of the CAM's obligations under this Agreement, CAM may have access to Personal Data. Any and all Process of such Personal Data shall take place in accordance with the General Data Protection Regulation (EU) 2016/679.

5.16 Termination of the Sales Agency Agreement

5.16.1 Upon receipt by the CAM of notification by Producer and [please advise] that the Sales Agency Agreement has been terminated or that its term has expired, which notification shall be accompanied with a copy of the relevant contractual termination settlement arrangements, if any (including arrangements regarding current and future Sales Agent Commission and Sales Agent Expenses and any other fees payable pursuant to the Sales Agency Agreement), whereupon the CAM shall take all steps to sufficiently verify the termination of the Sales Agency Agreement, provided that in the event the Sales Agency Agreement has been terminated following the going into administration, receivership or liquidation of the Sales Agent (together referred to as the "Sales Agent Insolvency Event"), or any applicable or equivalent process in Sales Agent's particular jurisdiction, Producer and [please advise] may jointly instruct CAM (but subject always to clause 5.2.3 above) of the settlement arrangements, if any (including arrangements regarding current and future Sales Agent Commission and Sales Agent Expenses and any other fees payable pursuant to the Sales Agency Agreement), whereupon the CAM shall take all steps to sufficiently verify the Sales Agent Insolvency Event (by obtaining unequivocal evidence of such Sales Agent Insolvency Event) and that the Sales Agency Agreement has been terminated in relation thereto, and the CAM shall perform such arrangements, if any and, subject to the terms and conditions of this Agreement, shall cease to make payments to the Sales Agent. The settlement arrangements, if any, shall be notified to the CAM as soon as agreed in writing and signed by all relevant Parties or the Administrator (subject always to clause 5.2.3 above).

5.16.2 Upon notification by the Producer and [please advise] to all the Parties that the Sales Agency Agreement has been terminated or that its term has expired, this Agreement shall be terminated as against the Sales Agent ("Sales Agent Termination"), subject to the contractual settlement arrangements, if any, notified to the CAM pursuant to clause 5.16.1, provided that the Sales Agent shall have the opportunity to disagree with the Sales Agent Termination by (1) so notifying all the Parties in writing within ten (10) Business Days of the notification triggering the Sales Agent Termination, and (2) requesting that the disagreement be arbitrated pursuant to clause 6 hereof, failing which the Sales Agent Termination shall automatically become final.

5.16.3 Subject to compliance with the provisions of clauses 5.16.1 and 5.16.2, the Producer and [please advise] shall have the right to designate a new sales agent ("New Sales Agent") by giving notice to all the Parties of the identity of the New Sales Agent and of the detailed terms under which the New Sales Agent is appointed, provided that:

a. The Sales Agent Termination pursuant to clause 5.16.2 has become final; and
b. The New Sales Agent has duly accepted all rights and obligations of the Sales Agent under this Agreement.

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5.17 Invalid Clause(s)

The validity of remaining clauses of this Agreement shall not be affected, should one or more of the clauses hereof be invalid, impracticable or unenforceable. The Parties shall, to the extent reasonably required, replace the inapplicable clauses by a clause or clauses, which come(s) as close as (legally) possible to the economic purpose pursued by the Parties through the original clause(s). The same shall apply to any gaps in the provisions or structure of this Agreement.

5.18 No waiver

Except as otherwise described hereunder, no failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by it of any right, power or privilege, exclude any further exercise thereof.

5.19 Cumulative rights and remedies

The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

5.20 Written amendments

5.20.1 No provision of this Agreement may be amended, modified, waived, discharged or cancelled other than by the express written consent of the Parties affected by it, nor may any breach of any provision of this Agreement be waived or discharged except with the express written consent of the Parties affected by it.

5.20.2 Notwithstanding anything to the contrary herein, in the event a third party is to be added as a Party to this Agreement (each, a "Potential Party"), it is hereby acknowledged and agreed that such Potential Party shall become a Party upon the notification thereof by CAM to all other Parties, provided that (i) CAM has not received any written objections from any of the Parties with an outstanding Entitlement within five (5) Business Days after CAM has sent the aforementioned notification, and (ii) the Potential Party has assumed in writing all rights and obligations of a Party under this Agreement. If CAM has received any objections against adding the Potential Party as a Party, such Potential Party shall only become a Party upon an executed written amendment to this Agreement.

5.21 Clause headings not relevant

The clause headings in this Agreement are provided for convenience only and shall not affect the construction, the interpretation or the effect of this Agreement.

5.22 No partnership, joint venture, no other obligations of CAM

Nothing herein shall constitute a partnership between or joint venture by the Parties or any two or more of them. The CAM shall not have any obligations or responsibilities to the Beneficiaries or otherwise, except as expressly set out in this Agreement.

5.23 This Agreement is principal agreement and Warranty Entitlements

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In relation to (administering) the receipt, allocation and disbursement of Gross Receipts, (Deemed) Collected Gross Receipts and Collection Account Interest from the Project, each Party hereby agrees that, subject to the security interests described in clause 2.5 hereof, this Agreement sets out the entire agreement and understanding between the Parties hereto and that this Agreement shall supersede and prevail over all and any previous agreement(s), arrangement(s) and/or understanding(s) between them and warrants that the Entitlements as described herein or in the Exhibits hereto are correct.

5.24 CAM's credit on Project

Producer shall procure that CAM shall receive a credit on the Project in the form: “Collection Account Management by Fintage CAM B.V.”.

5.25 DVD and poster for the CAM

The Sales Agent shall provide the CAM with one DVD and one poster of the Project as soon as these become available.

5.26 Third Party Rights

A person or (legal) entity that is not a Party to this Agreement has no right to enforce any terms of this Agreement.

5.27 Each Party hereby makes the following representations and warranties:

(a) The Party is an organization duly organized, validly existing and in good standing under any and all of the laws applicable to it and it has all requisite corporate power and authority to enter into this Agreement and to carry out the terms hereof;

(b) All corporate and other actions and proceedings required to be taken to authorize the execution, delivery, and consummation of this Agreement by the Party has been or will be taken;

(c) The Party has the absolute right to enter into, to execute and deliver this Agreement, and to perform its obligations hereunder;

(d) This Agreement constitutes valid and binding obligations of the Party enforceable in accordance with its terms;

(e) The Party does not require the consent or approval of any other person to enter into and perform this Agreement;

(f) The execution and delivery of this Agreement is not, and the performance of this Agreement will not, constitute or result in:

(i) a breach or violation of any provisions of the articles of incorporation, by laws or minutes (collectively, “Corporate Documents”) of the Party or any amendment thereto;

(ii) a breach of any of the material terms, conditions or provisions of, or a default under, any agreement, instrument, understanding, indenture, mortgage, deed of trust, credit arrangement, note, evidence of

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indebtedness or other document to which the Party is a party or by which it or its properties are bound;

(iii) to the best of the Party's knowledge in the exercise of reasonable prudence, a violation of any statute, decree, judgment, rule, regulation or writ or other order of any court of federal, state, county, municipal, regulatory or governmental authority, board, body or agency; or

(iv) to the best of the Party's knowledge in the exercise of reasonable prudence, an act of bankruptcy, preference, insolvency, or fraudulent conveyance under any bankruptcy act or other law for the protection of debtors and/or creditors;

(g) The Party shall not change its business or organizational objectives during the Term of this Agreement;

(h) To the best of the Party's knowledge in the exercise of reasonable prudence, there are no threatened or actual claims, causes of action or disputes which would in any way affect the Party's ability to satisfy all of its obligations under this Agreement; and

(i) Other than the security interests acknowledged herein, including, but not limited to, those acknowledged in clause 2.5, the Party shall not encumber or mortgage the Collection Account or any proceeds therein, nor allow any security interest, lien or encumbrance over the Collection Account, any proceeds therein or the Party's rights under this Agreement, other than as agreed herein.

6. ARBITRATION

6.1 The Parties agree that any and all disputes or disagreements arising out of, relating to, or based upon the performance or interpretation of this Agreement or of any provision hereof shall, subject to providing the other Party or Parties with written Notice of the alleged breach or dispute and granting a cure period of no less than fifteen (15) Business Days, be irrevocably solved by way of binding final and exclusive arbitration before the International Film & Television Alliance ("IFTA") in Los Angeles County, California, United States of America, without the right of any appeal. The arbitration shall apply the IFTA Rules for International Arbitration and shall be governed by the substantive laws of the State of California under the rules then in force, without regard to its choice of laws provisions. Each Party hereby submits to the exclusive jurisdiction of IFTA.

6.2 The CAM shall only be involved as an Arbitration Party if the dispute being the subject of the arbitration relates to the CAM's performance of its duties under this Agreement.

6.3 No intended or unintended Beneficiary to this Agreement, other than the Parties hereto, shall have a right to initiate any proceeding under this Agreement.

6.4 Any Party shall have the right to notify all the other Parties and third party Beneficiaries in writing of a disagreement by written notice ("Arbitration Notice") which shall (1) state the subject of the disagreement, (2) the identity of the Parties whose interest hereunder is the subject of such disagreement and who are requested to be represented in the arbitration (together with the Party making notice, the "Arbitration Parties"), and (3) grant a cure

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period of no less than fifteen (15) Business Days. Any Party that is not named as an Arbitration Party will automatically become an Arbitration Party upon notification in writing to such Party within ten (10) Business Days of the Arbitration Notice.

6.5 The arbitrator (the "Arbitrator") shall be selected pursuant to the procedure then in effect at IFTA provided that the arbitration shall be conducted by a single arbitrator, who has at least fifteen (15) years of experience in the motion picture industry and at least five (5) years of service as an arbitrator in such matters.

6.6 Immediately after the Arbitrator pursuant to this clause 6 has issued a final written award (the "Final Written Award"), the Parties shall forthwith execute the Final Written Award and, if so required, transfer any monies payable by them into the Collection Account. The CAM shall allocate and disburse those monies as well as the Collected Gross Receipts in accordance with the Final Written Award.

6.7 Notwithstanding anything to the contrary contained herein, upon receipt of an Arbitration Notice, the CAM may cease to pay any of the disputed Entitlements until either (1) the Arbitrator has provided the CAM with the Final Written Award, or (2) one or more of the Arbitration Parties has/have provided the CAM with a copy of the Final Written Award or a written notification that the arbitration was abandoned. The costs, charges and expenses incurred by the CAM in relation to the proceeding of the arbitration and the implementation of the Final Written Award (inclusive of the time spent by the CAM at a reasonable hourly rate) shall be deemed uncapped CAM Expenses, except that if the CAM is an Arbitration Party, payment of such costs shall be subject to any award of costs made by the Arbitrator.

7. TERMINATION

7.1 The CAM may at any time terminate this Agreement subject to a thirty (30) Business Days prior written notice to all Parties.

7.2 The majority of the Parties, excluding the CAM, shall jointly have the right to terminate this Agreement at any time upon a thirty (30) Business Days prior written notice to all Parties, subject to a term of twenty-four (24) months after the issuance of the first Statement. Notwithstanding the foregoing, if the CAM commits a material breach of the terms of this Agreement which is not remedied within twenty (20) Business Days of written notice given to the CAM by a majority of the Parties, the twenty-four (24) months term shall not apply.

7.3 In the event of termination pursuant to clause 7.1 or 7.2 above ("Termination"), the Parties shall instruct the CAM in writing, within ten (10) Business Days from the date of Termination, to transfer the relevant administration relating to this Agreement to a properly specified successor collection account manager and to close the Collection Account no later than one (1) month after the date of Termination. If such instruction has not been received within aforementioned period, the CAM may close the Collection Account without further notice. Following any Termination, the Parties expressly agree that the material business terms of this Agreement, including, without limitation, the allocation of Collected Gross Receipts set forth in Exhibit A, shall, subject to any applicable amendments of this Agreement, remain in full force and effect.

7.4 As of the date of Termination pursuant to clause 7.1, the CAM shall no longer perform its obligations hereunder and shall be automatically released and discharged there from in

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full, without prejudice to any rights and obligations of the Parties in respect of the period prior to the date of Termination, including, without limitation of the foregoing, the CAM's right to be paid the CAM Fee and its CAM Expenses up to and including the date of Termination. Any monies related to the Project, received by the CAM after the date of Termination and not payable to the CAM shall, upon receipt by the CAM, be transferred to the properly specified successor collection account manager.

7.5 It is expressly agreed that any Party who shall have no further obligation under this Agreement and who is not entitled to receive any (further) Entitlement hereunder, shall no longer receive Statements, Incoming Payment Notifications and Notices from the CAM or have the right to agree (or disagree as the case may be) on or be a party to amendments hereto or terminate this Agreement, as described in this clause 7, and such Party's consent shall thereafter no longer be required where its consent is required hereunder.

8. NOTICES, STATEMENTS AND INCOMING PAYMENT NOTIFICATIONS

(i) Any notice ("Notice") given under this Agreement other than Statements and Incoming Payment Notifications, shall be in writing and shall be sent by registered letter or by electronic mail, to the (email) address of the Party as set out in Exhibit C or alternatively such other address as notified by such Party to the other Parties, or, with respect to a Beneficiary who is not a Party to this Agreement, such other address as notified to the CAM or the Parties by such Beneficiary. A Notice shall be deemed to have been given (a) if posted, when delivered or left at the above mentioned addresses, on the date at which they would be received in the normal course of posting, and (b) if sent by electronic mail, when a "Delivery Receipt" has been received by the sender; and

(ii) Statements and Incoming Payment Notifications shall be sent by the CAM by electronic mail and shall be deemed to have been given when no notification has been received to the contrary.

9. EXECUTING PARTIES AND COUNTERPARTS

9.1 Subject to clause 9.2, in no circumstances will any prospective party shown as a Party to this Agreement have, or be recognized as having, any rights and obligations under this Agreement unless such Party has executed this Agreement.

9.2 This Agreement shall be binding and in full force and effect as of the day and the year first above written, subject to all Parties duly having executed this Agreement.

9.3 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.

10. LAW

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This Agreement shall be governed and construed in accordance with California law and the Parties, subject to clause 6, submit to the exclusive jurisdiction of the Courts of the County of Los Angeles, California, USA.

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Fintage Collection Account Management B.V.

Per: .....
Authorized Signatory

Amazing Grace Movie, LLC

Per: .....
Authorized Signatory

Jellyfish Bloom International, LLC

Per: .....
Authorized Signatory

Endeavor Content, LLC

Per: .....
Authorized Signatory

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EXHIBIT A

Allocation and Distribution of Collected Gross Receipts

The Collected Gross Receipts and Collection Account Interest shall be allocated and paid by CAM in the following manner and order (to the extent said amounts have not already been (partly) paid or repaid under this Exhibit A or from any other source, in which latter case the relevant Party shall as soon as reasonably possible notify this to CAM):

1. To CAM in payment of its CAM Fee and CAM Expenses; thereafter

2. As follows, on a pro rata pari passu basis:

(i) In order to create a residuals reserve to pay all usual Residuals, if any, in connection with the distribution and exploitation of the Project, CAM shall retain such percentage or amounts as Producer may deem necessary in order to create a reasonably sufficient residuals reserve to meet with its Residuals obligations in connection with the Project. Producer shall appoint a Payroll House to calculate on a quarterly basis the exact amount of Residuals due on the basis of a quarterly notice to the Payroll House by CAM about the Collected Gross Receipts generated during the applicable Accounting Period or such other information as Producer may provide to Payroll House. Producer shall have CAM copied on the resulting invoices from the Payroll House to Producer, whereby CAM may rely on the accuracy of such invoices. Subsequently CAM shall pay such invoiced amount out of the residuals reserve to the Payroll House for payment of Residuals. Should the amount of Residuals due exceed the residuals reserve, then the residuals reserve shall be increased by CAM as required, to the extent sufficient Collected Gross Receipts are standing to the credit of the Collection Account. Any excess residuals reserve shall be liquidated in accordance with the remainder of this Exhibit A. CAM may assume that no amounts are to be reserved or payable under this item, unless timely notified to the contrary by the Producer in which event such notice shall include the amount that is to be reserved or payable; thereafter

(ii) Towards any "on release" payments (as amounts due, names, account and contact details shall be timely notified to the CAM in writing by Producer whereby the CAM may rely on the accuracy of such notification(s)), Producer hereby notifies CAM that USD1,500 shall be payable to Reverend Cleveland hereunder;

(iii) To Leopold, Petrich & Smith Attorney in payment of the E&O Expenses; thereafter

3. To Robert Johnson in payment of USD250,000 estate payment; thereafter

4. To Estate of Aretha Franklin in payment of USD850,000; thereafter

5. As follows, pro rata parri passu:

(i) To WB in payment of WB Profit;
(ii) Out of ROW Receipts only, to Sales Agent in payment of the Sales Agent Commission ROW and Sales Agent Expenses;
(iii) Out of Domestic Receipts only, to EC in payment of the EC Domestic Fee; thereafter

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6. To Robert Johnson in payment of USD200,000 loan amount plus any costs for music clearances in connection with the Project, the exact amount of such costs shall be timely notified to CAM by Producer, whereby CAM may rely on the accuracy of such notification (As of the execution of this Agreement, USD356,992.50 is payable under this item to Robert Johnson as per Producer's notification to CAM); thereafter

7. As follows, on a pro rata pari passu basis:

(i) To Robert Jonson in payment of USD50,000;
(ii) To Joseph Boyd in payment of USD50,000;
(iii) To Producer in payment of USD150,000;
(iv) To Terrel Whitley in payment of USD50,000;
(v) To Joseph Wolf in payment of USD50,000;
(vi) To Spike Lee in payment of USD50,000;
(vii) To Freedman, Boyd, Hollander, Goldberg, Urias & Ward PA in payment of USD75,000 legal costs; thereafter

8. To Spike Lee in payment of USD50,000 Spike Lee's remaining producer fee; thereafter

9. As follows, on a pro rata pari passu basis:

(i) To Producer in payment of Producer Deferred Expenses;
(ii) To Sundial in payment of USD75,000;
(iii) To Deluxe in payment of Deluxe Expenses; thereafter

10. All remaining Collected Gross Receipts shall be considered "Net Profits" and paid as follows:

(i) Producer's Net Profit Share:

a. 3% to Tirrell Whittley
b. 3% to Robert Johnson
c. 3% to John Boyd
d. 3% to Joseph Woolf
e. 22% to Franklin Estate
f. 66% to Producer

(ii) Sundial's Net Profit Share

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EXHIBIT B

Irrevocable Instructions to and Notice of Acknowledgement by Distributor

Distributor is hereby irrevocably instructed by Sales Agent (which instruction can only be changed or revoked by an original written and duly signed document by Fintage Collection Account Management B.V., tel. +31 71 565 9999, e-mail balazs.boltresz@fintagehouse.com) to pay all proceeds on "Amazing Grace" due and payable to Sales Agent under the Distribution Agreement dated [../../....], directly and without diversion or deduction, into the following Collection Account:

Account name	Fintage Collection Account Management B.V. re: "Amazing Grace"
Account number	127751536
CA Bank	City National Bank 400 N. Roxbury Drive, 4th Floor Beverly Hills, CA 90210 USA
ABA Routing No.	122016066
Swift Code	CINAUS6L

Sales Agent and Distributor agree that they shall not alter the payment authority and direction contained herein without the prior written consent of Fintage Collection Account Management B.V. and Distributor and Sales Agent agree that in the absence of Sales Agent providing a copy of such consent to Distributor, Distributor shall continue to make payments solely into the Collection Account as provided for herein.

The Distributor agrees that it will not invoke any rights of set-off, cross-collateralisation, counter-claim or defence or any other rights or make any withholding or deduction, save as required by law or as a result of customary bank transfer charges or deduction of applicable withholding tax (unless recovered), so as to extinguish or reduce any payments due to be made by the Distributor under the Distribution Agreement.

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EXHIBIT C

Parties within the EU must provide CAM with their Value Added Tax number, in order to enable CAM to pay out their Entitlements without deduction of VAT. Dutch Parties shall at all times be subject to deduction of VAT.

Company name: **Amazing Grace Movie, LLC ("Producer")**

Contact person to whose attention Statements, Incoming Payment Notifications and any other Notices need to be addressed:

Name: Alan Elliott
Telephone: +1 323 988 9692
E-mail: alan@alanelliott.net

Bank account details

Name Bank Account:	Amazing Grace Movie, LLC
Bank Account Number:	280133590
Bank:	City National Bank
Address of Bank:	400 N Roxbury Drive
ABA Number:	122016066

Company name: **Jellyfish Bloom International, LLC ("Sales Agent")**

Contact person to whose attention Statements, Incoming Payment Notifications and any other Notices need to be addressed:

Name: Alex Walton
Telephone: +1 (323) 510-3330
E-mail: awalton@bloom-media.com

Bank account details

Name Bank Account:	Jellyfish Bloom, LLC (Operating Account)
Bank Account Number:	127407479
Bank:	City National Bank
Address of Bank:	400 N. Roxbury Drive Beverly Hills, CA 90210 USA
Bank Representative:	Maryam Hooker
ABA Number:	122016066
Swift Code:	CINAUS6L

Company name: **Endeavor Content, LLC ("EC")**

Contact person to whose attention Statements, Incoming Payment Notifications and any other Notices need to be addressed:

Name: Vishal Shah

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Address: 9560 Wilshire Boulevard, 4th Floor, Beverly Hills, CA 90212
Telephone: 310-786-4790
E-mail: ECAccounting@endeavorcontent.com

Bank account details

Name Bank Account: Endeavor Content, LLC
Bank Account Number: 127517517
Bank: City National Bank
Address of Bank: 400 North Roxbury Drive, Beverly Hills, CA 90210
ABA Number: 122016066
BIC/Swift Code: CINAUS6L

Third Party Beneficiary(ies)

The following parties are not to receive Statements, Incoming Payment Notifications and Notices, unless CAM is otherwise instructed by any of the Parties hereto.

Leopold, Petrich & Smith Attorney

Contact person to whose attention Statements, Incoming Payment Notifications and any other Notices need to be addressed (if applicable):

Name:
Address:
Telephone:
E-mail:

Bank account details

Name Bank Account: Leopold, Petrich & Smith Attorney Trust Account
Bank Account Number: 3240256341
Bank: ZB, N.A. dba California Bank & Trust
Address of Bank: Los Angeles Metro Office 324, 550 S Hope Street
Bank Representative: Ara Baghdoyan 213 228-1729
ABA Number: 124000054
BIC/Swift Code: ZFNBUS55

Estate of Aretha Franklin c/o David J. Bennett, Thav Gross PC

Contact person to whose attention Statements, Incoming Payment Notifications and any other Notices need to be addressed (if applicable):

Name:
Address:
Telephone:
E-mail:

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Bank account details

Name Bank Account: ICM LLC Client Account
Bank Account Number: 112363173
Bank: City National Bank
Address of Bank: Beverly Hills, CA 90210
ABA: 1220 16066
BIC/Swift Code: CINAUS6L
Re: Aretha Franklin Estate / AMAZING GRACE

Reverend Cleveland

Contact person to whose attention Statements, Incoming Payment Notifications and any other Notices need to be addressed (if applicable):

Name:
Address:
Telephone:
E-mail:

Bank account details

Name Bank Account:
Bank Account Number:
Bank:
Address of Bank:
Bank Representative:
[ABA Number]/[Sort Code]/[Bank Number]:
BIC/Swift Code:

Robert Johnson

Contact person to whose attention Statements, Incoming Payment Notifications and any other Notices need to be addressed (if applicable):

Name:
Address:
Telephone:
E-mail:

Bank account details

Name Bank Account: Robert Johnson
Bank Account Number: 4345327351
Bank: TDBank
Address of Bank: 90 5th Ave, New York, NY 10010
Bank Representative:
ABA Number: 026013673

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Warner Bros. Pictures

Contact person to whose attention Statements, Incoming Payment Notifications and any other Notices need to be addressed (if applicable):

Name:
Address:
Telephone:
E-mail:

Bank account details

FOR CREDIT TO WARNER BROS. PICTURES
Name Bank Account:
Bank Account Number: 12572-64264
Bank: Bank of America
Address of Bank: 100 N. Tryon St.,Charlotte, NC 28255
ABA Number: 0260-0959-3
SWIFT CODE: BOFAUS3N
Reference: Amazing Grace

When the wire is sent, please send the wire confirmation to Rodriguez, Natalie Natalie.Rodriguez@warnerbros.com

Joseph Boyd

Contact person to whose attention Statements, Incoming Payment Notifications and any other Notices need to be addressed (if applicable):

Name: Joseph Boyd
Address:
Telephone:
E-mail: boyd1j@fastmail.com

Bank account details

Name Bank Account:
Bank Account Number:
Bank:
Address of Bank:
Bank Representative:
[ABA Number]/[Sort Code]/[Bank Number]:
BIC/Swift Code:

Sundial

Contact person to whose attention Statements, Incoming Payment Notifications and any other Notices need to be addressed (if applicable):

Name:
Address:
Telephone:

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E-mail:

Bank account details

Name Bank Account:
Bank Account Number:
Bank:
Address of Bank:
Bank Representative:
[ABA Number]/[Sort Code]/[Bank Number]:
BIC/Swift Code:

Deluxe

Contact person to whose attention Statements, Incoming Payment Notifications and any other Notices need to be addressed (if applicable):

Name:
Address:
Telephone:
E-mail:

Bank account details

Name Bank Account:
Bank Account Number:
Bank:
Address of Bank:
Bank Representative:
[ABA Number]/[Sort Code]/[Bank Number]:
BIC/Swift Code:

Tirrell Whittley

Contact person to whose attention Statements, Incoming Payment Notifications and any other Notices need to be addressed (if applicable):

Name:
Address:
Telephone:
E-mail:

Bank account details

Name Bank Account:
Bank Account Number:
Bank:
Address of Bank:
Bank Representative:
[ABA Number]/[Sort Code]/[Bank Number]:
BIC/Swift Code:

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Joseph Woolf

Contact person to whose attention Statements, Incoming Payment Notifications and any other Notices need to be addressed (if applicable):

Name: Joseph Woolf
Address:
Telephone: +1 212 434 1730
E-mail: joseph.woolf@gmail.com

Bank account details

Name Bank Account:	Trowbridge Capital, LLC
Bank Account Number:	202934220
Bank:	Citibank, NA, BR #792
Address of Bank:	16601 Ventura Blvd. Encino, CA 91436
ABA Number:	322271724

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EXHIBIT D

Information on Project; Title, main cast, director, budget, etc.

Title:	"Amazing Grace"
Main Cast:	[...]
Director:	[...]
Budget:	[...]

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EXHIBIT E

[LETTERHEAD OF THE COMPANY]

Fintage Collection Account Management B.V
Attn:
Schipholweg 71
2316 ZL Leiden
The Netherlands

Date: [ ]

Ref: "Amazing Grace"/Confirmation of bank account details

To whom it may concern,

We hereby confirm that the following bank account details apply to the entitlements payable to [Company name] regarding "Amazing Grace":

Account Name:
Account Number (IBAN):
ABA No./Sort Code:
Swift/BIC Code:
Bank:
Address of Bank:
Tel:
Reference:

Best regards,

_____
Authorized signature

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