

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

ANTHONY WHITEHOUSE

Plaintiff

and

BDO CANADA LLP

Defendant

**MOTION RECORD OF THE PLAINTIFF
VOLUME 19 OF 20**

June 15, 2018

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Electric Slide



COLLECTION STATEMENT

Title:	Electric Slide	Statement No.:	ES/ 01.
Reporting Period:	inception through February 14, 2014	Date:	26/Feb/14

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost, The Netherlands	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Title: **Electric Slide**
 Currency : USD
 Account number: 665 067 610

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
Inception	Collection Account balance		0.00	0.00	0.00
08-May-09	Monolith	Poland	6,500.00		
14-May-09	AQS	Czech Republic	6,977.00		
	FCAM Expenses	bank charges		(108.00)	
29-Dec-09	Pre-production costs			(2,500.00)	
4-Jan-10	Myndform	Iceland	395.00		
	FCAM Expenses	bank charges		(198.00)	
5-Feb-10	Magyar RTL	Hungary	6,974.50		
5-May-10	Pre-production costs			(15,000.00)	
22-Jun-10	Impuls Pictures AG	Switzerland	7,980.00		
5-Nov-10	Pre-production costs			(10,000.00)	
	FCAM Expenses	bank charges		(234.00)	
11-May-11	Tanweer Enlightenment	India	4,974.00		
7-Aug-12	Pre-production costs			(6,500.00)	
	FCAM Expenses	bank charges		(216.00)	
5-Oct-12	D Productions	Turkey	10,775.00		
10-Oct-12	Egmont	Scandinavia	24,973.00		
1-Nov-12	Good Times Film Entertainment	Poland	3,500.00		
9-Nov-12	Swen	Latin America	60,000.00		
	Jaguar Distribution	Airlines	16,250.00		
9-Dec-12	Ster Kinekor	South Africa	7,975.00		
6-Dec-12	Eagle Film	Middle East	15,982.00		
10-Dec-12	StraiteX	CIS	19,000.00		
18-Jan-13	Satellite TV	Taiwan	960.00		
22-Jan-13	MG Film	Ex-Yugoslavia	1,984.67		
30-Jan-13	Programs4Media	Bulgaria, Romania	1,573.00		
20-Feb-13	Satellite TV	Pan Asia	4,562.40		
8-Mar-13	CWSYMF			(143,263.20)	
	FCAM Expenses	bank charges		(54.00)	
	<u>deemed receipts:</u>				
	Alive Entertainment	Germany	70,000.00		
	Myndform	Iceland	400.00		
	Impuls Pictures AG	Switzerland	7,000.00		
	<u>deemed payment:</u>				
	Pre-production costs			(77,400.00)	
3-May-13	Mono Film	Thailand	5,980.00		
	FCAM Expenses	bank charges		(162.00)	
9-Jan-14	Nordisk Film International Sales	Scandinavia	99,963.00		
	Jaguar Distribution Corp.	Airlines	24,375.00		
17-Jan-14	Mono Films	Thailand	23,980.00		
22-Jan-14	Myndform SF.	Iceland	1,185.00		
29-Jan-14	Monolith Films Spolka z o.o.	Poland	14,933.25		
3-Feb-14	Ster Kinekor	South Africa	31,975.00		
4-Feb-14	AQS a.s.	Czech Republic	9,975.00		
13-Feb-14	Magyar RTL	Hungary	22,970.00		
14-Feb-14	Collection Account balance		514,071.82	(255,635.20)	258,436.62

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
Myriad Territory	0.00	509,097.82	509,097.82
Domestic Territory	0.00	0.00	0.00
Funds on hold until further notice: Tanweer - India	0.00	4,974.00	4,974.00
Total Payments:			
Pre-production costs	0.00	(111,400.00)	-111,400.00
FCAM's Remuneration	0.00	0.00	0.00
FCAM Expenses	0.00	(972.00)	(972.00)
Residuals	0.00	0.00	0.00
Myriad Sales Representative Commission	0.00	0.00	0.00
Myriad Sales & Marketing Expenses	0.00	0.00	0.00
CWSYMF	0.00	(143,263.20)	(143,263.20)
Three Point	0.00	0.00	0.00
Collection Account balance	0.00	258,436.62	258,436.62

Freeway CAM B.V.

Schedule 5A

Title: **Electric Slide**
 Currency: USD

		Totals previous accounting period	Statement	Total
Collected Gross Receipts:				
	Myriad Territory	0	509,098	509,098
Distribution of Collected Gross Receipts				
	<i>Pre-production costs</i>	0	111,400	111,400
1	a) FCAM:			
	- FCAM's Remuneration (USD5,000, recoupable between USD2M and USD2.5M) plus	0	5,000	5,000
	- FCAM's Remuneration (up to USD3M) thereafter;	1%	0	5,091
	- FCAM's Remuneration (up to USD6M) thereafter;	0.75%		
	- FCAM's Remuneration (total cap of USD75,000)	0.50%		
	- FCAM Expenses (capped at USD1,500 per annum)	0	4,572	4,572
	b) Residuals Set-Aside	8%	0	40,728
2	Myriad:			
	- non-deferred Myriad Sales Representative Commission:			
	- Myriad	5%	0	25,455
	- CWSYMF	2.5%	0	12,727
	- non-deferred Myriad Sales & Marketing Expenses (USD75,000)	0	75,000	75,000
3	CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)	0	229,125	229,125
4	Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) to the extent not already recouped	*)		
5	Completion Guarantor's Advance (if any)			
6	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis in respect of all sums applied under items A1 - A5 above	12.5%		
	- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A7 below	12.5%		
	- the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)			
7	in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:			
	- Killer Films (USD25,000)			
	- Myriad (USD25,000)			
8	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 and A6	7.5%		
	- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A9 and A10 below	17.5%		
9	on a pro rata and pari passu basis, as follows:			
	- Venture 4th until full recoupment of its bridge fee of USD25,000			
	- Eric Eisner until full recoupment of his investment of USD2,500			
	- Killer Films until full recoupment of deferred development costs of USD30,152			
	- Myriad until full recoupment of deferred development costs of USD15,000			
	- Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893			
	- Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film			
10	towards payment of deferred participations on a pro rata and pari passu basis, as follows:			
	- Clay Ford (USD50,000)	12.66%		
	- Eric Eisner (USD10,000)	2.53%		
	- Han Ritter (USD15,000)	3.80%		
	- Jim Sturgess (USD75,000)	18.99%		
	- Killer Films (USD75,000)	18.99%		
	- Lorenzo di Bonaventura (USD25,000)	6.33%		
	- Philip von Alvensleben (USD30,000)	7.59%		
	- Myriad (USD75,000)	18.99%		
	- Tristan Patterson (USD40,000)	10.13%		
11	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 , A6 and A8	2.5%		
	- on a going forward basis in payment of the full Myriad Sales Representative Commission	20%		
12	the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10			
Total allocated per Statement date		0	397,698	397,698

*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

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Schedule 5B

Title: **Electric Slide**
 Currency: USD

	Totals previous accounting period	Statement	Total
Collected Gross Receipts:			
Domestic Territory	0	0	0

Distribution of Collected Gross Receipts

- 1 FCAM:
 - FCAM's Remuneration (USD5,000, recoupable between USD2M and USD2.5M) plus 1%
 - FCAM's Remuneration (up to USD3M) thereafter; 0.75%
 - FCAM's Remuneration (up to USD6M) thereafter; 0.50%
 - FCAM's Remuneration (total cap of USD75,000)
 - FCAM Expenses (capped at USD1,500 per annum)
- 2 Residuals Set-Aside 8%
- 3 towards payment of the Domestic Sales Representative Commission, as follows:
 - Domestic Sales Agent 5%
 - Myriad 2.5%
 - CWSYMF 2.5%
- 4 CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)
- 5 Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) *)
to the extent not already recouped
- 6 Completion Guarantor's Advance (if any)
- 7 Myriad:
 - until full recoupment of the Domestic Sales Representative Deferred Fee, on a retroactive basis 2.5%
- 8 Myriad:
 - Myriad Sales Representative Commission, from first dollar on a retroactive basis
 - the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)
- 9 in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film,
on a pro rata and pari passu basis, as follows:
 - Killer Films (USD25,000)
 - Myriad (USD25,000)
- 10 on a pro rata and pari passu basis, as follows:
 - Venture 4th until full recoupment of its bridge fee of USD25,000
 - Eric Eisner until full recoupment of his investment of USD2,500
 - Killer Films until full recoupment of deferred development costs of USD30,152
 - Myriad until full recoupment of deferred development costs of USD15,000
 - Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893
 - Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any
other amounts contributed by Myriad towards the production of the Film
- 11 towards payment of deferred participations on a pro rata and pari passu basis, as follows:
 - Clay Ford (USD50,000) 12.66%
 - Eric Eisner (USD10,000) 2.53%
 - Han Ritter (USD15,000) 3.80%
 - Jim Sturgess (USD75,000) 18.99%
 - Killer Films (USD75,000) 18.99%
 - Lorenzo di Bonaventura (USD25,000) 6.33%
 - Philip von Alvensleben (USD30,000) 7.59%
 - Myriad (USD75,000) 18.99%
 - Tristan Patterson (USD40,000) 10.13%
- 12 the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10

Total allocated per Statement date	0	0	0
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*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.**Schedule 10**

Title: **Electric Slide**
 Currency: USD

	Totals previous accounting period	Statement	Total
Net Profits:			
Schedule 5A, item 12	0	0	0
Schedule 5B, item 12	0	0	0
Total	0	0	0

Net Profits shall be applied on a pari passu basis, as follows:

- MHC	12.5%
- CWSYMF	12.5%
- Myriad Pictures	16%
- Tristan Patterson	14%
- Killer Films	12%
- Jim Sturgess	10%
- Isabel Lucas	5%
- Clay Ford	5%
- Light Iron Digital	2.5%
- Lorenzo di Bonaventura	2%
- Eric Eisner	3%
- Hans Ritter	2%
- Chloe Sevigny	1%
- Christopher Lambert	1%
- Patricia Arquette	1%
- Vinessa Shaw	0.5%

Total allocated per Statement date	0	0	0
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Entitlement Summary

Title: **Electric Slide**
 Currency : USD
 Reporting period: inception through February 14, 2014

<u>Allocation previous Collection Account balance</u>		Totals
Pre-productin costs	0	
FCAM's Remuneration	0	
FCAM Expenses	0	
Residuals	0	
Myriad Sales Representative Commission	0	
Myriad Sales & Marketing Expenses	0	
CWSYMF	0	
Three Point	0	
Total	a	0
 <u>Payments</u>		
Pre-production costs	(111,400)	
FCAM's Remuneration	0	
FCAM Expenses	(972)	
Residuals	0	
Myriad Sales Representative Commission	0	
Myriad Sales & Marketing Expenses	0	
CWSYMF	(143,263)	
Three Point	0	
Total	b	(255,635)
 <u>Allocation of Collected Gross Receipts</u>		
Pre-production costs	111,400	
FCAM's Remuneration	10,091	
FCAM Expenses	4,572	
Residuals	40,728	
Myriad Sales Representative Commission	25,455	
Myriad Sales & Marketing Expenses	75,000	
CWSYMF	241,852	
Three Point	0	
Total	c	509,098

<u>Entitlements</u>			
Beneficiaries:	Payment Date	Amount	Total
<i>Funds on hold until further noitce: Tanweer - India</i>		4,974.00	
Pre-production costs		0.00	
FCAM's Remuneration	24-Feb-14	10,090.98	
FCAM Expenses	24-Feb-14	3,600.00	
Residuals		40,727.83	
Myriad Sales Representative Commission	24-Feb-14	25,454.89	
Myriad Sales & Marketing Expenses	24-Feb-14	75,000.00	
CWSYMF	24-Feb-14	98,588.93	
Three Point		0.00	
Total	a+b+c		258,436.62



COLLECTION STATEMENT

Title:	Electric Slide	Statement No.:	ES/ 02.
Reporting Period:	through APR 2014	Date:	13/May/14

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost, The Netherlands	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Title: **Electric Slide**
 Currency : USD
 Account number: 665 067 610

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
Inception	Collection Account balance		0.00	0.00	0.00
08-May-09	Monolith	Poland	6,500.00		
14-May-09	AQS	Czech Republic	6,977.00		
	FCAM Expenses	bank charges		(108.00)	
29-Dec-09	Pre-production costs			(2,500.00)	
4-Jan-10	Myndform	Iceland	395.00		
	FCAM Expenses	bank charges		(198.00)	
5-Feb-10	Magyar RTL	Hungary	6,974.50		
5-May-10	Pre-production costs			(15,000.00)	
22-Jun-10	Impuls Pictures AG	Switzerland	7,980.00		
5-Nov-10	Pre-production costs			(10,000.00)	
	FCAM Expenses	bank charges		(234.00)	
11-May-11	Tanweer Enlightenment	India	4,974.00		
7-Aug-12	Pre-production costs			(6,500.00)	
	FCAM Expenses	bank charges		(216.00)	
5-Oct-12	D Productions	Turkey	10,775.00		
10-Oct-12	Egmont	Scandinavia	24,973.00		
1-Nov-12	Good Times Film Entertainment	Poland	3,500.00		
9-Nov-12	Swen	Latin America	60,000.00		
	Jaguar Distribution	Airlines	16,250.00		
9-Dec-12	Ster Kinekor	South Africa	7,975.00		
6-Dec-12	Eagle Film	Middle East	15,982.00		
10-Dec-12	Straitex	CIS	19,000.00		
18-Jan-13	Satellite TV	Taiwan	960.00		
22-Jan-13	MG Film	Ex-Yugoslavia	1,984.67		
30-Jan-13	Programs4Media	Bulgaria, Romania	1,573.00		
20-Feb-13	Satellite TV	Pan Asia	4,562.40		
8-Mar-13	CWSYMF			(143,263.20)	
	FCAM Expenses	bank charges		(54.00)	
	<u>deemed receipts:</u>				
	Alive Entertainment	Germany	70,000.00		
	Myndform	Iceland	400.00		
	Impuls Pictures AG	Switzerland	7,000.00		
	<u>deemed payment:</u>				
	Pre-production costs			(77,400.00)	
3-May-13	Mono Film	Thailand	5,980.00		
	FCAM Expenses	bank charges		(162.00)	
9-Jan-14	Nordisk Film International Sales	Scandinavia	99,963.00		
	Jaguar Distribution Corp.	Airlines	24,375.00		
17-Jan-14	Mono Films	Thailand	23,980.00		
22-Jan-14	Myndform SF.	Iceland	1,185.00		
29-Jan-14	Monolith Films Spolka z o.o.	Poland	14,933.25		
3-Feb-14	Ster Kinekor	South Africa	31,975.00		
4-Feb-14	AQS a.s.	Czech Republic	9,975.00		
13-Feb-14	Magyar RTL	Hungary	22,970.00		
14-Feb-14	Collection Account balance		514,071.82	(255,635.20)	258,436.62
24-Feb-14	FCAM's Remuneration			(10,090.98)	
	FCAM Expenses			(2,879.02)	
	Myriad Sales Representative Commission			(25,454.89)	
	Myriad Sales & Marketing Expenses			(75,000.00)	
	CWSYMF			(98,588.93)	
	FCAM Expenses	bank charges		(54.00)	
17-Apr-14	EnterMode	South Korea	49,405.09		
30-Apr-14	Collection Account balance		563,476.91	(467,703.02)	95,773.89

(Collected) Gross Receipts:	Totals previous accounting period	Statement	Total
Myriad Territory	509,097.82	49,405.09	558,502.91
Domestic Territory	0.00	0.00	0.00
Funds on hold until further notice: Tanweer - India	4,974.00	0.00	4,974.00
Total Payments:			
Pre-production costs	(111,400.00)	0.00	(111,400.00)
FCAM's Remuneration	0.00	(10,090.98)	(10,090.98)
FCAM Expenses	(972.00)	(2,933.02)	(3,905.02)
Residuals	0.00	0.00	0.00
Myriad Sales Representative Commission	0.00	(25,454.89)	(25,454.89)
Myriad Sales & Marketing Expenses	0.00	(75,000.00)	(75,000.00)
CWSYMF	(143,263.20)	(98,588.93)	(241,852.13)
Three Point	0.00	0.00	0.00
Collection Account balance	258,436.62	(162,662.73)	95,773.89

Freeway CAM B.V.

Schedule 5A

Title: **Electric Slide**
 Currency: USD

		Totals previous accounting period	Statement	Total
Collected Gross Receipts:				
	Myriad Territory	509,098	49,405	558,503
Distribution of Collected Gross Receipts				
	<i>Pre-production costs</i>	111,400	0	111,400
1	a) FCAM:			
	- FCAM's Remuneration (USD5,000, recoupable between USD2M and USD2.5M) plus	5,000	0	5,000
	- FCAM's Remuneration (up to USD3M) thereafter;	1%		
	- FCAM's Remuneration (up to USD6M) thereafter;	0.75%	494	5,585
	- FCAM's Remuneration (total cap of USD75,000)	0.50%		
	- FCAM Expenses (capped at USD1,500 per annum)	4,572	54	4,626
	b) Residuals Set-Aside	8%	40,728	3,952
				44,680
2	Myriad:			
	- non-deferred Myriad Sales Representative Commission:			
	- Myriad	5%	2,470	27,925
	- CWSYMF	2.5%	1,235	13,963
	- non-deferred Myriad Sales & Marketing Expenses (USD75,000)		0	75,000
3	CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)		41,199	270,324
4	Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) to the extent not already recouped	*)		
5	Completion Guarantor's Advance (if any)			
6	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis in respect of all sums applied under items A1 - A5 above	12.5%		
	- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A7 below	12.5%		
	- the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)			
7	in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:			
	- Killer Films (USD25,000)			
	- Myriad (USD25,000)			
8	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 and A6	7.5%		
	- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A9 and A10 below	17.5%		
9	on a pro rata and pari passu basis, as follows:			
	- Venture 4th until full recoupment of its bridge fee of USD25,000			
	- Eric Eisner until full recoupment of his investment of USD2,500			
	- Killer Films until full recoupment of deferred development costs of USD30,152			
	- Myriad until full recoupment of deferred development costs of USD15,000			
	- Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893			
	- Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film			
10	towards payment of deferred participations on a pro rata and pari passu basis, as follows:			
	- Clay Ford (USD50,000)	12.66%		
	- Eric Eisner (USD10,000)	2.53%		
	- Han Ritter (USD15,000)	3.80%		
	- Jim Sturgess (USD75,000)	18.99%		
	- Killer Films (USD75,000)	18.99%		
	- Lorenzo di Bonaventura (USD25,000)	6.33%		
	- Philip von Alvensleben (USD30,000)	7.59%		
	- Myriad (USD75,000)	18.99%		
	- Tristan Patterson (USD40,000)	10.13%		
11	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 , A6 and A8	2.5%		
	- on a going forward basis in payment of the full Myriad Sales Representative Commission	20%		
12	the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10			
Total allocated per Statement date		509,098	49,405	558,503

*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.

Schedule 5B

Title: **Electric Slide**
 Currency: USD

	Totals previous accounting period	Statement	Total
Collected Gross Receipts:			
Domestic Territory	0	0	0

Distribution of Collected Gross Receipts

- 1 FCAM:
 - FCAM's Remuneration (USD5,000, recoupable between USD2M and USD2.5M) plus 1%
 - FCAM's Remuneration (up to USD3M) thereafter; 0.75%
 - FCAM's Remuneration (up to USD6M) thereafter; 0.50%
 - FCAM's Remuneration (total cap of USD75,000)
 - FCAM Expenses (capped at USD1,500 per annum)
- 2 Residuals Set-Aside 8%
- 3 towards payment of the Domestic Sales Representative Commission, as follows:
 - Domestic Sales Agent 5%
 - Myriad 2.5%
 - CWSYMF 2.5%
- 4 CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)
- 5 Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) *)
to the extent not already recouped
- 6 Completion Guarantor's Advance (if any)
- 7 Myriad:
 - until full recoupment of the Domestic Sales Representative Deferred Fee, on a retroactive basis 2.5%
- 8 Myriad:
 - Myriad Sales Representative Commission, from first dollar on a retroactive basis
 - the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)
- 9 in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film,
on a pro rata and pari passu basis, as follows:
 - Killer Films (USD25,000)
 - Myriad (USD25,000)
- 10 on a pro rata and pari passu basis, as follows:
 - Venture 4th until full recoupment of its bridge fee of USD25,000
 - Eric Eisner until full recoupment of his investment of USD2,500
 - Killer Films until full recoupment of deferred development costs of USD30,152
 - Myriad until full recoupment of deferred development costs of USD15,000
 - Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893
 - Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any
other amounts contributed by Myriad towards the production of the Film
- 11 towards payment of deferred participations on a pro rata and pari passu basis, as follows:
 - Clay Ford (USD50,000) 12.66%
 - Eric Eisner (USD10,000) 2.53%
 - Han Ritter (USD15,000) 3.80%
 - Jim Sturgess (USD75,000) 18.99%
 - Killer Films (USD75,000) 18.99%
 - Lorenzo di Bonaventura (USD25,000) 6.33%
 - Philip von Alvensleben (USD30,000) 7.59%
 - Myriad (USD75,000) 18.99%
 - Tristan Patterson (USD40,000) 10.13%
- 12 the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10

Total allocated per Statement date	0	0	0
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*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.**Schedule 10**

Title: **Electric Slide**
 Currency: USD

	Totals previous accounting period	Statement	Total
Net Profits:			
Schedule 5A, item 12	0	0	0
Schedule 5B, item 12	0	0	0
Total	0	0	0

Net Profits shall be applied on a pari passu basis, as follows:

- MHC	12.5%
- CWSYMF	12.5%
- Myriad Pictures	16%
- Tristan Patterson	14%
- Killer Films	12%
- Jim Sturgess	10%
- Isabel Lucas	5%
- Clay Ford	5%
- Light Iron Digital	2.5%
- Lorenzo di Bonaventura	2%
- Eric Eisner	3%
- Hans Ritter	2%
- Chloe Sevigny	1%
- Christopher Lambert	1%
- Patricia Arquette	1%
- Vinessa Shaw	0.5%

Total allocated per Statement date	0	0	0
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Freeway CAM B.V.

Entitlement Summary

Title: **Electric Slide**
 Currency : USD
 Reporting period: through APR 2014

Allocation previous Collection Account balance		Totals
<i>Funds on hold until further notice: Tanweer - India</i>	4,974	
Pre-production costs	0	
FCAM's Remuneration	10,091	
FCAM Expenses	3,600	
Residuals	40,728	
Myriad Sales Representative Commission	25,455	
Myriad Sales & Marketing Expenses	75,000	
CWSYMF	98,589	
Three Point	0	
Total	a	258,437
Payments		
Pre-production costs	0	
FCAM's Remuneration	(10,091)	
FCAM Expenses	(2,933)	
Residuals	0	
Myriad Sales Representative Commission	(25,455)	
Myriad Sales & Marketing Expenses	(75,000)	
CWSYMF	(98,589)	
Three Point	0	
Total	b	(212,068)
Allocation of Collected Gross Receipts		
Pre-production costs	0	
FCAM's Remuneration	494	
FCAM Expenses	54	
Residuals	3,952	
Myriad Sales Representative Commission	2,470	
Myriad Sales & Marketing Expenses	0	
CWSYMF	42,434	
Three Point	0	
Total	c	49,405

Entitlements			
Beneficiaries:	Payment Date	Amount	Total
<i>Funds on hold until further notice: Tanweer - India</i>		4,974.00	
Pre-production costs		0.00	
FCAM's Remuneration	16-May-14	494.05	
FCAM Expenses		720.98	
Residuals		44,680.23	
Myriad Sales Representative Commission	16-May-14	2,470.26	
Myriad Sales & Marketing Expenses		0.00	
CWSYMF	16-May-14	42,434.37	
Three Point		0.00	
Total	a+b+c		95,773.89



COLLECTION STATEMENT

Title:	Electric Slide	Statement No.:	ES/ 03.
Reporting Period:	through JUN 10, 2014	Date:	11/Jun/14

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost, The Netherlands	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Title: **Electric Slide**
 Currency : USD
 Account number: 665 067 610

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
14-Feb-14	Collection Account balance		514,071.82	(255,635.20)	258,436.62
24-Feb-14	FCAM's Remuneration			(10,090.98)	
	FCAM Expenses			(2,879.02)	
	Myriad Sales Representative Commission			(25,454.89)	
	Myriad Sales & Marketing Expenses			(75,000.00)	
	CWSYMF			(98,588.93)	
	FCAM Expenses	bank charges		(54.00)	
17-Apr-14	EnterMode	South Korea	49,405.09		
30-Apr-14	Collection Account balance		563,476.91	(467,703.02)	95,773.89
14-May-14	MG Film	Ex-Yugoslavia	7,960.00		
16-May-14	Myriad Sales Representative Commission			(2,470.26)	
	FCAM's Remuneration			(494.05)	
	CWSYMF			(42,434.37)	
19-May-14	Jaguar Distribution	Airlines	20,312.50		
6-Jun-14	D Productions	Turkey	43,200.00		
10-Jun-14	Collection Account balance		634,949.41	(513,101.70)	121,847.71

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
Myriad Territory	558,502.91	71,472.50	629,975.41
Domestic Territory	0.00	0.00	0.00
Funds on hold until further notice: Tanweer - India	4,974.00	0.00	4,974.00
Total Payments:			
Pre-production costs	(111,400.00)	0.00	(111,400.00)
FCAM's Remuneration	(10,090.98)	(494.05)	(10,585.03)
FCAM Expenses	(3,905.02)	0.00	(3,905.02)
Residuals	0.00	0.00	0.00
Myriad Sales Representative Commission	(25,454.89)	(2,470.26)	(27,925.15)
Myriad Sales & Marketing Expenses	(75,000.00)	0.00	(75,000.00)
CWSYMF	(241,852.13)	(42,434.37)	(284,286.50)
Three Point	0.00	0.00	0.00
Collection Account balance	95,773.89	26,073.82	121,847.71

Freeway CAM B.V.

Schedule 5A

Title: **Electric Slide**
 Currency: USD

		Totals previous accounting period	Statement	Total
Collected Gross Receipts:				
	Myriad Territory	558,503	71,473	629,975
Distribution of Collected Gross Receipts				
	<i>Pre-production costs</i>	111,400	0	111,400
1	a) FCAM:			
	- FCAM's Remuneration (USD5,000, recoupable between USD2M and USD2.5M) plus	5,000	0	5,000
	- FCAM's Remuneration (up to USD3M) thereafter;	1%		
	- FCAM's Remuneration (up to USD6M) thereafter;	0.75%	715	6,300
	- FCAM's Remuneration (total cap of USD75,000)	0.50%		
	- FCAM Expenses (capped at USD1,500 per annum)	4,626	0	4,626
	b) Residuals Set-Aside	8%	44,680	5,718
				50,398
2	Myriad:			
	- non-deferred Myriad Sales Representative Commission:			
	- Myriad	5%	27,925	3,574
	- CWSYMF	2.5%	13,963	1,787
	- non-deferred Myriad Sales & Marketing Expenses (USD75,000)		75,000	0
				75,000
3	CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)		270,324	59,680
				330,003
4	Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) to the extent not already recouped	*)		
5	Completion Guarantor's Advance (if any)			
6	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis in respect of all sums applied under items A1 - A5 above	12.5%		
	- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A7 below	12.5%		
	- the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)			
7	in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:			
	- Killer Films (USD25,000)			
	- Myriad (USD25,000)			
8	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 and A6	7.5%		
	- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A9 and A10 below	17.5%		
9	on a pro rata and pari passu basis, as follows:			
	- Venture 4th until full recoupment of its bridge fee of USD25,000			
	- Eric Eisner until full recoupment of his investment of USD2,500			
	- Killer Films until full recoupment of deferred development costs of USD30,152			
	- Myriad until full recoupment of deferred development costs of USD15,000			
	- Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893			
	- Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film			
10	towards payment of deferred participations on a pro rata and pari passu basis, as follows:			
	- Clay Ford (USD50,000)	12.66%		
	- Eric Eisner (USD10,000)	2.53%		
	- Han Ritter (USD15,000)	3.80%		
	- Jim Sturgess (USD75,000)	18.99%		
	- Killer Films (USD75,000)	18.99%		
	- Lorenzo di Bonaventura (USD25,000)	6.33%		
	- Philip von Alvensleben (USD30,000)	7.59%		
	- Myriad (USD75,000)	18.99%		
	- Tristan Patterson (USD40,000)	10.13%		
11	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 , A6 and A8	2.5%		
	- on a going forward basis in payment of the full Myriad Sales Representative Commission	20%		
12	the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10			
Total allocated per Statement date		558,503	71,473	629,975

*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.

Schedule 5B

Title: **Electric Slide**
 Currency: USD

	Totals previous accounting period	Statement	Total
Collected Gross Receipts:			
Domestic Territory	0	0	0
Distribution of Collected Gross Receipts			
1 FCAM:			
- FCAM's Remuneration (USD5,000, recoupable between USD2M and USD2.5M) plus			
- FCAM's Remuneration (up to USD3M) thereafter;	1%		
- FCAM's Remuneration (up to USD6M) thereafter;	0.75%		
- FCAM's Remuneration (total cap of USD75,000)	0.50%		
- FCAM Expenses (capped at USD1,500 per annum)			
2 Residuals Set-Aside	8%		
3 towards payment of the Domestic Sales Representative Commission, as follows:			
- Domestic Sales Agent	5%		
- Myriad	2.5%		
- CWSYMF	2.5%		
4 CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)			
5 Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) to the extent not already recouped	*)		
6 Completion Guarantor's Advance (if any)			
7 Myriad:			
- until full recoupment of the Domestic Sales Representative Deferred Fee, on a retroactive basis	2.5%		
8 Myriad:			
- Myriad Sales Representative Commission, from first dollar on a retroactive basis			
- the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)			
9 in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:			
- Killer Films (USD25,000)			
- Myriad (USD25,000)			
10 on a pro rata and pari passu basis, as follows:			
- Venture 4th until full recoupment of its bridge fee of USD25,000			
- Eric Eisner until full recoupment of his investment of USD2,500			
- Killer Films until full recoupment of deferred development costs of USD30,152			
- Myriad until full recoupment of deferred development costs of USD15,000			
- Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893			
- Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film			
11 towards payment of deferred participations on a pro rata and pari passu basis, as follows:			
- Clay Ford (USD50,000)	12.66%		
- Eric Eisner (USD10,000)	2.53%		
- Han Ritter (USD15,000)	3.80%		
- Jim Sturgess (USD75,000)	18.99%		
- Killer Films (USD75,000)	18.99%		
- Lorenzo di Bonaventura (USD25,000)	6.33%		
- Philip von Alvensleben (USD30,000)	7.59%		
- Myriad (USD75,000)	18.99%		
- Tristan Patterson (USD40,000)	10.13%		
12 the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10			
Total allocated per Statement date	0	0	0

*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.**Schedule 10**

Title: **Electric Slide**
 Currency: USD

	Totals previous accounting period	Statement	Total
Net Profits:			
Schedule 5A, item 12	0	0	0
Schedule 5B, item 12	0	0	0
Total	0	0	0

Net Profits shall be applied on a pari passu basis, as follows:

- MHC	12.5%
- CWSYMF	12.5%
- Myriad Pictures	16%
- Tristan Patterson	14%
- Killer Films	12%
- Jim Sturgess	10%
- Isabel Lucas	5%
- Clay Ford	5%
- Light Iron Digital	2.5%
- Lorenzo di Bonaventura	2%
- Eric Eisner	3%
- Hans Ritter	2%
- Chloe Sevigny	1%
- Christopher Lambert	1%
- Patricia Arquette	1%
- Vinessa Shaw	0.5%

Total allocated per Statement date	0	0	0
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Freeway CAM B.V.

Entitlement Summary

Title: **Electric Slide**
 Currency : USD
 Reporting period: through JUN 10, 2014

Allocation previous Collection Account balance		Totals
<i>Funds on hold until further notice: Tanweer - India</i>	4,974	
Pre-production costs	0	
FCAM's Remuneration	494	
FCAM Expenses	721	
Residuals	44,680	
Myriad Sales Representative Commission	2,470	
Myriad Sales & Marketing Expenses	0	
CWSYMF	42,434	
Three Point	0	
Total	a	95,774
Payments		
Pre-production costs	0	
FCAM's Remuneration	(494)	
FCAM Expenses	0	
Residuals	0	
Myriad Sales Representative Commission	(2,470)	
Myriad Sales & Marketing Expenses	0	
CWSYMF	(42,434)	
Three Point	0	
Total	b	(45,399)
Allocation of Collected Gross Receipts		
Pre-production costs	0	
FCAM's Remuneration	715	
FCAM Expenses	0	
Residuals	5,718	
Myriad Sales Representative Commission	3,574	
Myriad Sales & Marketing Expenses	0	
CWSYMF	61,466	
Three Point	0	
Total	c	71,473

Entitlements			
Beneficiaries:	Payment Date	Amount	Total
<i>Funds on hold until further notice: Tanweer - India</i>		4,974.00	
Pre-production costs		0.00	
FCAM's Remuneration	16-Jun-14	714.72	
FCAM Expenses		720.98	
Residuals		50,398.03	
Myriad Sales Representative Commission	16-Jun-14	3,573.62	
Myriad Sales & Marketing Expenses		0.00	
CWSYMF	16-Jun-14	61,466.35	
Three Point		0.00	
Total	a+b+c		121,847.71



COLLECTION STATEMENT

Title:	Electric Slide	Statement No.:	ES/ 04.
Reporting Period:	through JUN 30, 2014	Date:	7/Jul/14

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost, The Netherlands	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Title: Electric Slide
 Currency : USD
 Account number: 665 067 610

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
14-Feb-14	Collection Account balance		514,071.82	(255,635.20)	258,436.62
24-Feb-14	FCAM's Remuneration			(10,090.98)	
	FCAM Expenses			(2,879.02)	
	Myriad Sales Representative Commission			(25,454.89)	
	Myriad Sales & Marketing Expenses			(75,000.00)	
	CWSYMF			(98,588.93)	
	FCAM Expenses	bank charges		(54.00)	
17-Apr-14	EnterMode	South Korea	49,405.09		
30-Apr-14	Collection Account balance		563,476.91	(467,703.02)	95,773.89
14-May-14	MG Film	Ex-Yugoslavia	7,960.00		
16-May-14	Myriad Sales Representative Commission			(2,470.26)	
	FCAM's Remuneration			(494.05)	
	CWSYMF			(42,434.37)	
19-May-14	Jaguar Distribution	Airlines	20,312.50		
6-Jun-14	D Productions	Turkey	43,200.00		
10-Jun-14	Collection Account balance		634,949.41	(513,101.70)	121,847.71
16-Jun-14	FCAM's Remuneration			(714.72)	
	Myriad Sales Representative Commission			(3,573.62)	
	CWSYMF			(61,466.35)	
	FCAM Expenses	bank charges		(54.00)	
30-Jun-14	Programs4Media	Bulgaria, Romania	6,368.00		
30-Jun-14	Collection Account balance		641,317.41	(578,910.39)	62,407.02

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
Myriad Territory	629,975.41	6,368.00	636,343.41
Domestic Territory	0.00	0.00	0.00
Funds on hold until further notice: Tanweer - India	4,974.00	0.00	4,974.00
Total Payments:			
Pre-production costs	(111,400.00)	0.00	(111,400.00)
FCAM's Remuneration	(10,585.03)	(714.72)	(11,299.75)
FCAM Expenses	(3,905.02)	(54.00)	(3,959.02)
Residuals	0.00	0.00	0.00
Myriad Sales Representative Commission	(27,925.15)	(3,573.62)	(31,498.77)
Myriad Sales & Marketing Expenses	(75,000.00)	0.00	(75,000.00)
CWSYMF	(284,286.50)	(61,466.35)	(345,752.85)
Three Point	0.00	0.00	0.00
Collection Account balance	121,847.71	(59,440.69)	62,407.02

Freeway CAM B.V.

Schedule 5A

Title: **Electric Slide**
 Currency: USD

		Totals previous accounting period	Statement	Total
Collected Gross Receipts:				
	Myriad Territory	629,975	6,368	636,343
Distribution of Collected Gross Receipts				
	<i>Pre-production costs</i>	111,400	0	111,400
1	a) FCAM:			
	- FCAM's Remuneration (USD5,000, recoupable between USD2M and USD2.5M) plus	5,000	0	5,000
	- FCAM's Remuneration (up to USD3M) thereafter;	1% 6,300	64	6,363
	- FCAM's Remuneration (up to USD6M) thereafter;	0.75%		
	- FCAM's Remuneration (total cap of USD75,000)	0.50%		
	- FCAM Expenses (capped at USD1,500 per annum)	4,626	54	4,680
	b) Residuals Set-Aside	8% 50,398	509	50,907
2	Myriad:			
	- non-deferred Myriad Sales Representative Commission:			
	- Myriad	5% 31,499	318	31,817
	- CWSYMF	2.5% 15,749	159	15,909
	- non-deferred Myriad Sales & Marketing Expenses (USD75,000)	75,000	0	75,000
3	CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)	330,003	5,263	335,267
4	Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) to the extent not already recouped	*)		
5	Completion Guarantor's Advance (if any)			
6	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis in respect of all sums applied under items A1 - A5 above	12.5%		
	- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A7 below	12.5%		
	- the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)			
7	in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:			
	- Killer Films (USD25,000)			
	- Myriad (USD25,000)			
8	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 and A6	7.5%		
	- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A9 and A10 below	17.5%		
9	on a pro rata and pari passu basis, as follows:			
	- Venture 4th until full recoupment of its bridge fee of USD25,000			
	- Eric Eisner until full recoupment of his investment of USD2,500			
	- Killer Films until full recoupment of deferred development costs of USD30,152			
	- Myriad until full recoupment of deferred development costs of USD15,000			
	- Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893			
	- Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film			
10	towards payment of deferred participations on a pro rata and pari passu basis, as follows:			
	- Clay Ford (USD50,000)	12.66%		
	- Eric Eisner (USD10,000)	2.53%		
	- Han Ritter (USD15,000)	3.80%		
	- Jim Sturgess (USD75,000)	18.99%		
	- Killer Films (USD75,000)	18.99%		
	- Lorenzo di Bonaventura (USD25,000)	6.33%		
	- Philip von Alvensleben (USD30,000)	7.59%		
	- Myriad (USD75,000)	18.99%		
	- Tristan Patterson (USD40,000)	10.13%		
11	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 , A6 and A8	2.5%		
	- on a going forward basis in payment of the full Myriad Sales Representative Commission	20%		
12	the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10			
Total allocated per Statement date		629,975	6,368	636,343

*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.

Schedule 5B

Title: **Electric Slide**
 Currency: USD

	Totals previous accounting period	Statement	Total
Collected Gross Receipts:			
Domestic Territory	0	0	0
Distribution of Collected Gross Receipts			
1 FCAM:			
- FCAM's Remuneration (USD5,000, recoupable between USD2M and USD2.5M) plus			
- FCAM's Remuneration (up to USD3M) thereafter;	1%		
- FCAM's Remuneration (up to USD6M) thereafter;	0.75%		
- FCAM's Remuneration (total cap of USD75,000)	0.50%		
- FCAM Expenses (capped at USD1,500 per annum)			
2 Residuals Set-Aside	8%		
3 towards payment of the Domestic Sales Representative Commission, as follows:			
- Domestic Sales Agent	5%		
- Myriad	2.5%		
- CWSYMF	2.5%		
4 CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)			
5 Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) to the extent not already recouped	*)		
6 Completion Guarantor's Advance (if any)			
7 Myriad:			
- until full recoupment of the Domestic Sales Representative Deferred Fee, on a retroactive basis	2.5%		
8 Myriad:			
- Myriad Sales Representative Commission, from first dollar on a retroactive basis			
- the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)			
9 in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:			
- Killer Films (USD25,000)			
- Myriad (USD25,000)			
10 on a pro rata and pari passu basis, as follows:			
- Venture 4th until full recoupment of its bridge fee of USD25,000			
- Eric Eisner until full recoupment of his investment of USD2,500			
- Killer Films until full recoupment of deferred development costs of USD30,152			
- Myriad until full recoupment of deferred development costs of USD15,000			
- Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893			
- Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film			
11 towards payment of deferred participations on a pro rata and pari passu basis, as follows:			
- Clay Ford (USD50,000)	12.66%		
- Eric Eisner (USD10,000)	2.53%		
- Han Ritter (USD15,000)	3.80%		
- Jim Sturgess (USD75,000)	18.99%		
- Killer Films (USD75,000)	18.99%		
- Lorenzo di Bonaventura (USD25,000)	6.33%		
- Philip von Alvensleben (USD30,000)	7.59%		
- Myriad (USD75,000)	18.99%		
- Tristan Patterson (USD40,000)	10.13%		
12 the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10			
Total allocated per Statement date	0	0	0

*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.**Schedule 10**

Title: **Electric Slide**
 Currency: USD

	Totals previous accounting period	Statement	Total
Net Profits:			
Schedule 5A, item 12	0	0	0
Schedule 5B, item 12	0	0	0
Total	0	0	0

Net Profits shall be applied on a pari passu basis, as follows:

- MHC	12.5%
- CWSYMF	12.5%
- Myriad Pictures	16%
- Tristan Patterson	14%
- Killer Films	12%
- Jim Sturgess	10%
- Isabel Lucas	5%
- Clay Ford	5%
- Light Iron Digital	2.5%
- Lorenzo di Bonaventura	2%
- Eric Eisner	3%
- Hans Ritter	2%
- Chloe Sevigny	1%
- Christopher Lambert	1%
- Patricia Arquette	1%
- Vinessa Shaw	0.5%

Total allocated per Statement date	0	0	0
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Freeway CAM B.V.

Entitlement Summary

Title: **Electric Slide**
 Currency : USD
 Reporting period: through JUN 30, 2014

Allocation previous Collection Account balance		Totals
<i>Funds on hold until further notice: Tanweer - India</i>	4,974	
Pre-production costs	0	
FCAM's Remuneration	715	
FCAM Expenses	721	
Residuals	50,398	
Myriad Sales Representative Commission	3,574	
Myriad Sales & Marketing Expenses	0	
CWSYMF	61,466	
Three Point	0	
Total	a	121,848
Payments		
Pre-production costs	0	
FCAM's Remuneration	(715)	
FCAM Expenses	(54)	
Residuals	0	
Myriad Sales Representative Commission	(3,574)	
Myriad Sales & Marketing Expenses	0	
CWSYMF	(61,466)	
Three Point	0	
Total	b	(65,809)
Allocation of Collected Gross Receipts		
Pre-production costs	0	
FCAM's Remuneration	64	
FCAM Expenses	54	
Residuals	509	
Myriad Sales Representative Commission	318	
Myriad Sales & Marketing Expenses	0	
CWSYMF	5,422	
Three Point	0	
Total	c	6,368

Entitlements			
Beneficiaries:	Payment Date	Amount	Total
<i>Funds on hold until further notice: Tanweer - India</i>		4,974.00	
Pre-production costs		0.00	
FCAM's Remuneration		63.68	
FCAM Expenses		720.98	
Residuals		50,907.47	
Myriad Sales Representative Commission	10-Jul-14	318.40	
Myriad Sales & Marketing Expenses		0.00	
CWSYMF	10-Jul-14	5,422.48	
Three Point		0.00	
Total	a+b+c		62,407.02



COLLECTION STATEMENT

Title:	Electric Slide	Statement No.:	ES/ 05.
Reporting Period:	through AUG 2014	Date:	8/Sep/14

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost, The Netherlands	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Title: **Electric Slide**
 Currency : USD
 Account number: 665 067 610

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
30-Apr-14	Collection Account balance		563,476.91	(467,703.02)	95,773.89
14-May-14	MG Film	Ex-Yugoslavia	7,960.00		
16-May-14	Myriad Sales Representative Commission			(2,470.26)	
	FCAM's Remuneration			(494.05)	
	CWSYMF			(42,434.37)	
19-May-14	Jaguar Distribution	Airlines	20,312.50		
6-Jun-14	D Productions	Turkey	43,200.00		
10-Jun-14	Collection Account balance		634,949.41	(513,101.70)	121,847.71
16-Jun-14	FCAM's Remuneration			(714.72)	
	Myriad Sales Representative Commission			(3,573.62)	
	CWSYMF			(61,466.35)	
	FCAM Expenses	bank charges		(54.00)	
30-Jun-14	Programs4Media	Bulgaria, Romania	6,368.00		
30-Jun-14	Collection Account balance		641,317.41	(578,910.39)	62,407.02
10-Jul-14	Myriad Sales Representative Commission			(318.40)	
	CWSYMF			(5,422.48)	
19-Aug-14	FP Media	CIS	60,000.00		
31-Aug-14	Collection Account balance		701,317.41	(584,651.27)	116,666.14

		Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:				
Myriad Territory		636,343.41	60,000.00	696,343.41
Domestic Territory		0.00	0.00	0.00
Funds on hold until further notice: Tanweer - India		4,974.00	0.00	4,974.00
Total Payments:				
Pre-production costs		(111,400.00)	0.00	(111,400.00)
FCAM's Remuneration		(11,299.75)	0.00	(11,299.75)
FCAM Expenses		(3,959.02)	0.00	(3,959.02)
Residuals		0.00	0.00	0.00
Myriad Sales Representative Commission		(31,498.77)	(318.40)	(31,817.17)
Myriad Sales & Marketing Expenses		(75,000.00)	0.00	(75,000.00)
CWSYMF		(345,752.85)	(5,422.48)	(351,175.33)
Three Point		0.00	0.00	0.00
Collection Account balance		62,407.02	54,259.12	116,666.14

Freeway CAM B.V.

Schedule 5A

Title: **Electric Slide**
 Currency: USD

		Totals previous accounting period	Statement	Total
Collected Gross Receipts:				
	Myriad Territory	636,343	60,000	696,343
Distribution of Collected Gross Receipts				
	<i>Pre-production costs</i>	111,400	0	111,400
1	a) FCAM:			
	- FCAM's Remuneration (USD5,000, recoupable between USD2M and USD2.5M) plus	5,000	0	5,000
	- FCAM's Remuneration (up to USD3M) thereafter;	1% 6,363	600	6,963
	- FCAM's Remuneration (up to USD6M) thereafter;	0.75%		
	- FCAM's Remuneration (total cap of USD75,000)	0.50%		
	- FCAM Expenses (capped at USD1,500 per annum)	4,680	720	5,400
	b) Residuals Set-Aside	8% 50,907	4,800	55,707
2	Myriad:			
	- non-deferred Myriad Sales Representative Commission:			
	- Myriad	5% 31,817	3,000	34,817
	- CWSYMF	2.5% 15,909	1,500	17,409
	- non-deferred Myriad Sales & Marketing Expenses (USD75,000)	75,000	0	75,000
3	CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)	335,267	49,380	384,647
4	Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) to the extent not already recouped	*)		
5	Completion Guarantor's Advance (if any)			
6	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis in respect of all sums applied under items A1 - A5 above	12.5%		
	- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A7 below	12.5%		
	- the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)			
7	in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:			
	- Killer Films (USD25,000)			
	- Myriad (USD25,000)			
8	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 and A6	7.5%		
	- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A9 and A10 below	17.5%		
9	on a pro rata and pari passu basis, as follows:			
	- Venture 4th until full recoupment of its bridge fee of USD25,000			
	- Eric Eisner until full recoupment of his investment of USD2,500			
	- Killer Films until full recoupment of deferred development costs of USD30,152			
	- Myriad until full recoupment of deferred development costs of USD15,000			
	- Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893			
	- Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film			
10	towards payment of deferred participations on a pro rata and pari passu basis, as follows:			
	- Clay Ford (USD50,000)	12.66%		
	- Eric Eisner (USD10,000)	2.53%		
	- Han Ritter (USD15,000)	3.80%		
	- Jim Sturgess (USD75,000)	18.99%		
	- Killer Films (USD75,000)	18.99%		
	- Lorenzo di Bonaventura (USD25,000)	6.33%		
	- Philip von Alvensleben (USD30,000)	7.59%		
	- Myriad (USD75,000)	18.99%		
	- Tristan Patterson (USD40,000)	10.13%		
11	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 , A6 and A8	2.5%		
	- on a going forward basis in payment of the full Myriad Sales Representative Commission	20%		
12	the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10			
Total allocated per Statement date		636,343	60,000	696,343

*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.

Schedule 5B

Title: **Electric Slide**
 Currency: USD

	Totals previous accounting period	Statement	Total
Collected Gross Receipts:			
Domestic Territory	0	0	0
Distribution of Collected Gross Receipts			
1 FCAM:			
- FCAM's Remuneration (USD5,000, recoupable between USD2M and USD2.5M) plus			
- FCAM's Remuneration (up to USD3M) thereafter;	1%		
- FCAM's Remuneration (up to USD6M) thereafter;	0.75%		
- FCAM's Remuneration (total cap of USD75,000)	0.50%		
- FCAM Expenses (capped at USD1,500 per annum)			
2 Residuals Set-Aside	8%		
3 towards payment of the Domestic Sales Representative Commission, as follows:			
- Domestic Sales Agent	5%		
- Myriad	2.5%		
- CWSYMF	2.5%		
4 CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)			
5 Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) to the extent not already recouped	*)		
6 Completion Guarantor's Advance (if any)			
7 Myriad:			
- until full recoupment of the Domestic Sales Representative Deferred Fee, on a retroactive basis	2.5%		
8 Myriad:			
- Myriad Sales Representative Commission, from first dollar on a retroactive basis			
- the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)			
9 in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:			
- Killer Films (USD25,000)			
- Myriad (USD25,000)			
10 on a pro rata and pari passu basis, as follows:			
- Venture 4th until full recoupment of its bridge fee of USD25,000			
- Eric Eisner until full recoupment of his investment of USD2,500			
- Killer Films until full recoupment of deferred development costs of USD30,152			
- Myriad until full recoupment of deferred development costs of USD15,000			
- Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893			
- Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film			
11 towards payment of deferred participations on a pro rata and pari passu basis, as follows:			
- Clay Ford (USD50,000)	12.66%		
- Eric Eisner (USD10,000)	2.53%		
- Han Ritter (USD15,000)	3.80%		
- Jim Sturgess (USD75,000)	18.99%		
- Killer Films (USD75,000)	18.99%		
- Lorenzo di Bonaventura (USD25,000)	6.33%		
- Philip von Alvensleben (USD30,000)	7.59%		
- Myriad (USD75,000)	18.99%		
- Tristan Patterson (USD40,000)	10.13%		
12 the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10			
Total allocated per Statement date	0	0	0

*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.**Schedule 10**

Title: **Electric Slide**
 Currency: USD

	Totals previous accounting period	Statement	Total
Net Profits:			
Schedule 5A, item 12	0	0	0
Schedule 5B, item 12	0	0	0
Total	0	0	0

Net Profits shall be applied on a pari passu basis, as follows:

- MHC	12.5%
- CWSYMF	12.5%
- Myriad Pictures	16%
- Tristan Patterson	14%
- Killer Films	12%
- Jim Sturgess	10%
- Isabel Lucas	5%
- Clay Ford	5%
- Light Iron Digital	2.5%
- Lorenzo di Bonaventura	2%
- Eric Eisner	3%
- Hans Ritter	2%
- Chloe Sevigny	1%
- Christopher Lambert	1%
- Patricia Arquette	1%
- Vinessa Shaw	0.5%

Total allocated per Statement date	0	0	0
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Freeway CAM B.V.

Entitlement Summary

Title: **Electric Slide**
 Currency : USD
 Reporting period: through AUG 2014

Allocation previous Collection Account balance		Totals
<i>Funds on hold until further notice: Tanweer - India</i>	4,974	
Pre-production costs	0	
FCAM's Remuneration	64	
FCAM Expenses	721	
Residuals	50,907	
Myriad Sales Representative Commission	318	
Myriad Sales & Marketing Expenses	0	
CWSYMF	5,422	
Three Point	0	
Total	a	62,407
Payments		
Pre-production costs	0	
FCAM's Remuneration	0	
FCAM Expenses	0	
Residuals	0	
Myriad Sales Representative Commission	(318)	
Myriad Sales & Marketing Expenses	0	
CWSYMF	(5,422)	
Three Point	0	
Total	b	(5,741)
Allocation of Collected Gross Receipts		
Pre-production costs	0	
FCAM's Remuneration	600	
FCAM Expenses	720	
Residuals	4,800	
Myriad Sales Representative Commission	3,000	
Myriad Sales & Marketing Expenses	0	
CWSYMF	50,880	
Three Point	0	
Total	c	60,000

Entitlements			
Beneficiaries:	Payment Date	Amount	Total
<i>Funds on hold until further notice: Tanweer - India</i>		4,974.00	
Pre-production costs		0.00	
FCAM's Remuneration	11-Sep-14	663.68	
FCAM Expenses	11-Sep-14	1,440.98	
Residuals		55,707.47	
Myriad Sales Representative Commission	11-Sep-14	3,000.00	
Myriad Sales & Marketing Expenses		0.00	
CWSYMF	11-Sep-14	50,880.00	
Three Point		0.00	
Total	a+b+c		116,666.14



COLLECTION STATEMENT

Title:	Electric Slide	Statement No.:	ES/ 06.
Reporting Period:	through OCT 2014	Date:	10/Nov/14

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost, The Netherlands	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Title: **Electric Slide**
 Currency : USD
 Account number: 665 067 610

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
10-Jun-14	Collection Account balance		634,949.41	(513,101.70)	121,847.71
16-Jun-14	FCAM's Remuneration			(714.72)	
	Myriad Sales Representative Commission			(3,573.62)	
	CWSYMF			(61,466.35)	
30-Jun-14	FCAM Expenses	bank charges		(54.00)	
	Programs4Media	Bulgaria, Romania	6,368.00		
30-Jun-14	Collection Account balance		641,317.41	(578,910.39)	62,407.02
10-Jul-14	Myriad Sales Representative Commission			(318.40)	
	CWSYMF			(5,422.48)	
19-Aug-14	FP Media	CIS	60,000.00		
31-Aug-14	Collection Account balance		701,317.41	(584,651.27)	116,666.14
11-Sep-14	FCAM's Remuneration			(663.68)	
	FCAM Expenses			(636.32)	
	Myriad Sales Representative Commission			(3,000.00)	
	CWSYMF			(50,880.00)	
	Tanweer	India		(4,974.00)	
	FCAM Expenses	bank charges		(54.00)	
2-Oct-14	Osiris Entertainment	North America	125,000.00		
31-Oct-14	Collection Account balance		826,317.41	(644,859.27)	181,458.14

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
Myriad Territory	696,343.41	0.00	696,343.41
Domestic Territory	0.00	125,000.00	125,000.00
Funds on hold until further notice: Tanweer - India	4,974.00	(4,974.00)	0.00
Total Payments:			
Pre-production costs	(111,400.00)	0.00	(111,400.00)
FCAM's Remuneration	(11,299.75)	(663.68)	(11,963.43)
FCAM Expenses	(3,959.02)	(690.32)	(4,649.34)
Residuals	0.00	0.00	0.00
Myriad Sales Representative Commission	(31,817.17)	(3,000.00)	(34,817.17)
Myriad Sales & Marketing Expenses	(75,000.00)	0.00	(75,000.00)
Domestic Sales Agent	0.00	0.00	0.00
CWSYMF	(351,175.33)	(50,880.00)	(402,055.33)
Three Point	0.00	0.00	0.00
Collection Account balance	116,666.14	64,792.00	181,458.14

Freeway CAM B.V.

Schedule 5A

Title: **Electric Slide**
 Currency: USD

		Totals previous accounting period	Statement	Total
Collected Gross Receipts:				
	Myriad Territory	696,343	0	696,343
Distribution of Collected Gross Receipts				
	<i>Pre-production costs</i>	111,400	0	111,400
1	a) FCAM:			
	- FCAM's Remuneration (USD5,000, recoupable between USD2M and USD2.5M) plus	5,000	0	5,000
	- FCAM's Remuneration (up to USD3M) thereafter;	1% 6,963	0	6,963
	- FCAM's Remuneration (up to USD6M) thereafter;	0.75%		
	- FCAM's Remuneration (total cap of USD75,000)	0.50%		
	- FCAM Expenses (capped at USD1,500 per annum)	5,400	0	5,400
	b) Residuals Set-Aside	8% 55,707	0	55,707
2	Myriad:			
	- non-deferred Myriad Sales Representative Commission:			
	- Myriad	5% 34,817	0	34,817
	- CWSYMF	2.5% 17,409	0	17,409
	- non-deferred Myriad Sales & Marketing Expenses (USD75,000)	75,000	0	75,000
3	CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)	384,647	0	384,647
4	Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) to the extent not already recouped			*)
5	Completion Guarantor's Advance (if any)			
6	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis in respect of all sums applied under items A1 - A5 above	12.5%		
	- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A7 below	12.5%		
	- the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)			
7	in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:			
	- Killer Films (USD25,000)			
	- Myriad (USD25,000)			
8	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 and A6	7.5%		
	- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A9 and A10 below	17.5%		
9	on a pro rata and pari passu basis, as follows:			
	- Venture 4th until full recoupment of its bridge fee of USD25,000			
	- Eric Eisner until full recoupment of his investment of USD2,500			
	- Killer Films until full recoupment of deferred development costs of USD30,152			
	- Myriad until full recoupment of deferred development costs of USD15,000			
	- Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893			
	- Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film			
10	towards payment of deferred participations on a pro rata and pari passu basis, as follows:			
	- Clay Ford (USD50,000)	12.66%		
	- Eric Eisner (USD10,000)	2.53%		
	- Han Ritter (USD15,000)	3.80%		
	- Jim Sturgess (USD75,000)	18.99%		
	- Killer Films (USD75,000)	18.99%		
	- Lorenzo di Bonaventura (USD25,000)	6.33%		
	- Philip von Alvensleben (USD30,000)	7.59%		
	- Myriad (USD75,000)	18.99%		
	- Tristan Patterson (USD40,000)	10.13%		
11	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 , A6 and A8	2.5%		
	- on a going forward basis in payment of the full Myriad Sales Representative Commission	20%		
12	the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10			
Total allocated per Statement date		696,343	0	696,343

*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.

Schedule 5B

Title: **Electric Slide**
 Currency: USD

		Totals previous accounting period	Statement	Total
Collected Gross Receipts:				
	Domestic Territory	0	125,000	125,000
Distribution of Collected Gross Receipts				
1	FCAM:			
	- FCAM's Remuneration (up to USD3M) thereafter;	1%	0	1,250
	- FCAM's Remuneration (up to USD6M) thereafter;	0.75%		
	- FCAM's Remuneration (total cap of USD75,000)	0.50%		
	- FCAM Expenses (capped at USD1,500 per annum)		0	54
2	Residuals Set-Aside	8%	0	10,000
3	towards payment of the Domestic Sales Representative Commission, as follows:			
	- Domestic Sales Agent	5%	0	6,250
	- Myriad	2.5%	0	3,125
	- CWSYMF	2.5%	0	3,125
4	CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)		0	101,196
5	Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) to the extent not already recouped	*)		
6	Completion Guarantor's Advance (if any)			
7	Myriad:			
	- until full recoupment of the Domestic Sales Representative Deferred Fee, on a retroactive basis	2.5%		
8	Myriad:			
	- Myriad Sales Representative Commission, from first dollar on a retroactive basis			
	- the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)			
9	in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:			
	- Killer Films (USD25,000)			
	- Myriad (USD25,000)			
10	on a pro rata and pari passu basis, as follows:			
	- Venture 4th until full recoupment of its bridge fee of USD25,000			
	- Eric Eisner until full recoupment of his investment of USD2,500			
	- Killer Films until full recoupment of deferred development costs of USD30,152			
	- Myriad until full recoupment of deferred development costs of USD15,000			
	- Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893			
	- Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film			
11	towards payment of deferred participations on a pro rata and pari passu basis, as follows:			
	- Clay Ford (USD50,000)	12.66%		
	- Eric Eisner (USD10,000)	2.53%		
	- Han Ritter (USD15,000)	3.80%		
	- Jim Sturgess (USD75,000)	18.99%		
	- Killer Films (USD75,000)	18.99%		
	- Lorenzo di Bonaventura (USD25,000)	6.33%		
	- Philip von Alvensleben (USD30,000)	7.59%		
	- Myriad (USD75,000)	18.99%		
	- Tristan Patterson (USD40,000)	10.13%		
12	the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10			
Total allocated per Statement date		0	125,000	125,000

*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.**Schedule 10**

Title: **Electric Slide**
 Currency: USD

	Totals previous accounting period	Statement	Total
Net Profits:			
Schedule 5A, item 12	0	0	0
Schedule 5B, item 12	0	0	0
Total	0	0	0

Net Profits shall be applied on a pari passu basis, as follows:

- MHC	12.5%
- CWSYMF	12.5%
- Myriad Pictures	16%
- Tristan Patterson	14%
- Killer Films	12%
- Jim Sturgess	10%
- Isabel Lucas	5%
- Clay Ford	5%
- Light Iron Digital	2.5%
- Lorenzo di Bonaventura	2%
- Eric Eisner	3%
- Hans Ritter	2%
- Chloe Sevigny	1%
- Christopher Lambert	1%
- Patricia Arquette	1%
- Vinessa Shaw	0.5%

Total allocated per Statement date	0	0	0
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Freeway CAM B.V.

Entitlement Summary

Title: **Electric Slide**
 Currency : USD
 Reporting period: through OCT 2014

<u>Allocation previous Collection Account balance</u>		Totals
<i>Funds on hold until further notice: Tanweer - India</i>	4,974	
FCAM's Remuneration	664	
FCAM Expenses	1,441	
Residuals	55,707	
Myriad Sales Representative Commission	3,000	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	0	
CWSYMF	50,880	
Three Point	0	
Total	a	116,666
<u>Payments</u>		
Tanweer - India	(4,974)	
FCAM's Remuneration	(664)	
FCAM Expenses	(690)	
Residuals	0	
Myriad Sales Representative Commission	(3,000)	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	0	
CWSYMF	(50,880)	
Three Point	0	
Total	b	(55,234)
<u>Allocation of Collected Gross Receipts</u>		
FCAM's Remuneration	1,250	
FCAM Expenses	54	
Residuals	10,000	
Myriad Sales Representative Commission	3,125	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	6,250	
CWSYMF	104,321	
Three Point	0	
Total	c	125,000

<u>Entitlements</u>			
Beneficiaries:	Payment Date	Amount	Total
FCAM's Remuneration	14-Nov-14	1,250.00	
FCAM Expenses		804.66	
Residuals		65,707.47	
Myriad Sales Representative Commission	14-Nov-14	3,125.00	
Myriad Sales & Marketing Expenses		0.00	
Domestic Sales Agent	14-Nov-14	6,250.00	
CWSYMF	14-Nov-14	104,321.00	
Three Point		0.00	
Total	a+b+c		181,458.14



COLLECTION STATEMENT

Title:	Electric Slide	Statement No.:	ES/ 07.
Reporting Period:	through DEC 2014	Date:	15/Jan/15

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost, The Netherlands	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Title: **Electric Slide**
 Currency : USD
 Account number: 665 067 610

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
31-Aug-14	Collection Account balance		701,317.41	(584,651.27)	116,666.14
11-Sep-14	FCAM's Remuneration			(663.68)	
	FCAM Expenses			(636.32)	
	Myriad Sales Representative Commission			(3,000.00)	
	CWSYMF			(50,880.00)	
	Tanweer	India		(4,974.00)	
	FCAM Expenses	bank charges		(54.00)	
2-Oct-14	Osiris Entertainment	North America	125,000.00		
31-Oct-14	Collection Account balance		826,317.41	(644,859.27)	181,458.14
14-Nov-14	FCAM's Remuneration			(1,250.00)	
	Myriad Sales Representative Commission			(3,125.00)	
	CWSYMF			(104,321.00)	
	FCAM Expenses	bank charges		(54.00)	
15-Dec-14	Jaguar Distribution Corp.	Airlines	812.50		
5-Jan-15	Tanweer	Greece	14,409.09		
9-Jan-15	Collection Account balance		841,539.00	(753,609.27)	87,929.73

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
Myriad Territory	696,343.41	15,221.59	711,565.00
Domestic Territory	125,000.00	0.00	125,000.00
Total Payments:			
Pre-production costs	(111,400.00)	0.00	(111,400.00)
FCAM's Remuneration	(11,963.43)	(1,250.00)	(13,213.43)
FCAM Expenses	(4,649.34)	(54.00)	(4,703.34)
Residuals	0.00	0.00	0.00
Myriad Sales Representative Commission	(34,817.17)	(3,125.00)	(37,942.17)
Myriad Sales & Marketing Expenses	(75,000.00)	0.00	(75,000.00)
Domestic Sales Agent	0.00	0.00	0.00
CWSYMF	(402,055.33)	(104,321.00)	(506,376.33)
Three Point	0.00	0.00	0.00
Collection Account balance	181,458.14	(93,528.41)	87,929.73

Freeway CAM B.V.

Schedule 5A

Title: **Electric Slide**
 Currency: USD

		Totals previous accounting period	Statement	Total
Collected Gross Receipts:				
	Myriad Territory	696,343	15,222	711,565
Distribution of Collected Gross Receipts				
	<i>Pre-production costs</i>	111,400	0	111,400
1	a) FCAM:			
	- FCAM's Remuneration (USD5,000, recoupable between USD2M and USD2.5M) plus	5,000	0	5,000
	- FCAM's Remuneration (up to USD3M) thereafter;	1%	0	
	- FCAM's Remuneration (up to USD6M) thereafter;	0.75%	152	7,116
	- FCAM's Remuneration (total cap of USD75,000)	0.50%		
	- FCAM Expenses (capped at USD1,500 per annum)	5,400	54	5,454
	b) Residuals Set-Aside	8%	55,707	1,218
				56,925
2	Myriad:			
	- non-deferred Myriad Sales Representative Commission:			
	- Myriad	5%	34,817	761
	- CWSYMF	2.5%	17,409	381
				35,578
	- non-deferred Myriad Sales & Marketing Expenses (USD75,000)		75,000	0
				75,000
3	CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)		384,647	12,656
				397,303
4	Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) to the extent not already recouped	*)		
5	Completion Guarantor's Advance (if any)			
6	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis in respect of all sums applied under items A1 - A5 above	12.5%		
	- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A7 below	12.5%		
	- the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)			
7	in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:			
	- Killer Films (USD25,000)			
	- Myriad (USD25,000)			
8	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 and A6	7.5%		
	- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A9 and A10 below	17.5%		
9	on a pro rata and pari passu basis, as follows:			
	- Venture 4th until full recoupment of its bridge fee of USD25,000			
	- Eric Eisner until full recoupment of his investment of USD2,500			
	- Killer Films until full recoupment of deferred development costs of USD30,152			
	- Myriad until full recoupment of deferred development costs of USD15,000			
	- Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893			
	- Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film			
10	towards payment of deferred participations on a pro rata and pari passu basis, as follows:			
	- Clay Ford (USD50,000)	12.66%		
	- Eric Eisner (USD10,000)	2.53%		
	- Han Ritter (USD15,000)	3.80%		
	- Jim Sturgess (USD75,000)	18.99%		
	- Killer Films (USD75,000)	18.99%		
	- Lorenzo di Bonaventura (USD25,000)	6.33%		
	- Philip von Alvensleben (USD30,000)	7.59%		
	- Myriad (USD75,000)	18.99%		
	- Tristan Patterson (USD40,000)	10.13%		
11	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 , A6 and A8	2.5%		
	- on a going forward basis in payment of the full Myriad Sales Representative Commission	20%		
12	the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10			
Total allocated per Statement date		696,343	15,222	711,565

*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.

Schedule 5B

Title: **Electric Slide**
 Currency: USD

		Totals previous accounting period	Statement	Total	
Collected Gross Receipts:					
Domestic Territory		125,000	0	125,000	
Distribution of Collected Gross Receipts					
1	FCAM:				
-	FCAM's Remuneration (up to USD3M) thereafter;	1%	1,250	0	1,250
-	FCAM's Remuneration (up to USD6M) thereafter;	0.75%			
-	FCAM's Remuneration (total cap of USD75,000)	0.50%			
-	FCAM Expenses (capped at USD1,500 per annum)		54	0	54
2	Residuals Set-Aside	8%	10,000	0	10,000
3	towards payment of the Domestic Sales Representative Commission, as follows:				
-	Domestic Sales Agent	5%	6,250	0	6,250
-	Myriad	2.5%	3,125	0	3,125
-	CWSYMF	2.5%	3,125	0	3,125
4	CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)		101,196	0	101,196
5	Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) to the extent not already recouped	*)			
6	Completion Guarantor's Advance (if any)				
7	Myriad:				
-	until full recoupment of the Domestic Sales Representative Deferred Fee, on a retroactive basis	2.5%			
8	Myriad:				
-	Myriad Sales Representative Commission, from first dollar on a retroactive basis				
-	the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)				
9	in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:				
-	Killer Films (USD25,000)				
-	Myriad (USD25,000)				
10	on a pro rata and pari passu basis, as follows:				
-	Venture 4th until full recoupment of its bridge fee of USD25,000				
-	Eric Eisner until full recoupment of his investment of USD2,500				
-	Killer Films until full recoupment of deferred development costs of USD30,152				
-	Myriad until full recoupment of deferred development costs of USD15,000				
-	Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893				
-	Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film				
11	towards payment of deferred participations on a pro rata and pari passu basis, as follows:				
-	Clay Ford (USD50,000)	12.66%			
-	Eric Eisner (USD10,000)	2.53%			
-	Han Ritter (USD15,000)	3.80%			
-	Jim Sturgess (USD75,000)	18.99%			
-	Killer Films (USD75,000)	18.99%			
-	Lorenzo di Bonaventura (USD25,000)	6.33%			
-	Philip von Alvensleben (USD30,000)	7.59%			
-	Myriad (USD75,000)	18.99%			
-	Tristan Patterson (USD40,000)	10.13%			
12	the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10				
Total allocated per Statement date		125,000	0	125,000	

*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.**Schedule 10**

Title: **Electric Slide**
 Currency: USD

	Totals previous accounting period	Statement	Total
Net Profits:			
Schedule 5A, item 12	0	0	0
Schedule 5B, item 12	0	0	0
Total	0	0	0

Net Profits shall be applied on a pari passu basis, as follows:

- MHC	12.5%
- CWSYMF	12.5%
- Myriad Pictures	16%
- Tristan Patterson	14%
- Killer Films	12%
- Jim Sturgess	10%
- Isabel Lucas	5%
- Clay Ford	5%
- Light Iron Digital	2.5%
- Lorenzo di Bonaventura	2%
- Eric Eisner	3%
- Hans Ritter	2%
- Chloe Sevigny	1%
- Christopher Lambert	1%
- Patricia Arquette	1%
- Vinessa Shaw	0.5%

Total allocated per Statement date	0	0	0
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Freeway CAM B.V.

Entitlement Summary

Title: **Electric Slide**
 Currency : USD
 Reporting period: through DEC 2014

<u>Allocation previous Collection Account balance</u>		Totals
FCAM's Remuneration	1,250	
FCAM Expenses	805	
Residuals	65,707	
Myriad Sales Representative Commission	3,125	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	6,250	
CWSYMF	104,321	
Three Point	0	
Total	a	181,458
<u>Payments</u>		
FCAM's Remuneration	(1,250)	
FCAM Expenses	(54)	
Residuals	0	
Myriad Sales Representative Commission	(3,125)	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	0	
CWSYMF	(104,321)	
Three Point	0	
Total	b	(108,750)
<u>Allocation of Collected Gross Receipts</u>		
FCAM's Remuneration	152	
FCAM Expenses	54	
Residuals	1,218	
Myriad Sales Representative Commission	761	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	0	
CWSYMF	13,037	
Three Point	0	
Total	c	15,222

<u>Entitlements</u>			
Beneficiaries:	Payment Date	Amount	Total
FCAM's Remuneration		152.22	
FCAM Expenses		804.66	
Residuals		66,925.20	
Myriad Sales Representative Commission	21-Jan-15	761.08	
Myriad Sales & Marketing Expenses		0.00	
Domestic Sales Agent	21-Jan-15	6,250.00	
CWSYMF	21-Dec-15	13,036.57	
Three Point		0.00	
Total	a+b+c		87,929.73



COLLECTION STATEMENT

Title:	Electric Slide	Statement No.:	ES/ 08.
Reporting Period:	through MAY 2015	Date:	4/Jun/15

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
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Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Title: **Electric Slide**
 Currency : USD
 Account number: 665 067 610

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
31-Aug-14	Collection Account balance		701,317.41	(584,651.27)	116,666.14
11-Sep-14	FCAM's Remuneration			(663.68)	
	FCAM Expenses			(636.32)	
	Myriad Sales Representative Commission			(3,000.00)	
	CWSYMF			(50,880.00)	
	Tanweer	India		(4,974.00)	
	FCAM Expenses	bank charges		(54.00)	
2-Oct-14	Osiris Entertainment	North America	125,000.00		
31-Oct-14	Collection Account balance		826,317.41	(644,859.27)	181,458.14
14-Nov-14	FCAM's Remuneration			(1,250.00)	
	Myriad Sales Representative Commission			(3,125.00)	
	CWSYMF			(104,321.00)	
	FCAM Expenses	bank charges		(54.00)	
15-Dec-14	Jaguar Distribution Corp.	Airlines	812.50		
5-Jan-15	Tanweer	Greece	14,409.09		
9-Jan-15	Collection Account balance		841,539.00	(753,609.27)	87,929.73
21-Jan-15	Myriad Sales Representative Commission			(761.08)	
	CWSYMF			(13,036.57)	
	FCAM Expenses	bank charges		(54.00)	
1-May-15	Eagle Film	Middle East	43,982.00		
14-May-15	Satellite TV	Taiwan	3,840.00		
31-May-15	Collection Account balance		889,361.00	(767,460.92)	121,900.08

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
Myriad Territory	711,565.00	47,822.00	759,387.00
Domestic Territory	125,000.00	0.00	125,000.00
Total Payments:			
Pre-production costs	(111,400.00)	0.00	(111,400.00)
FCAM's Remuneration	(13,213.43)	0.00	(13,213.43)
FCAM Expenses	(4,703.34)	(54.00)	(4,757.34)
Residuals	0.00	0.00	0.00
Myriad Sales Representative Commission	(37,942.17)	(761.08)	(38,703.25)
Myriad Sales & Marketing Expenses	(75,000.00)	0.00	(75,000.00)
Domestic Sales Agent	0.00	0.00	0.00
CWSYMF	(506,376.33)	(13,036.57)	(519,412.90)
Three Point	0.00	0.00	0.00
Collection Account balance	87,929.73	33,970.35	121,900.08

Freeway CAM B.V.

Schedule 5A

Title: **Electric Slide**
 Currency: USD

		Totals previous accounting period	Statement	Total
Collected Gross Receipts:				
	Myriad Territory	711,565	47,822	759,387
Distribution of Collected Gross Receipts				
	<i>Pre-production costs</i>	111,400	0	111,400
1	a) FCAM:			
	- FCAM's Remuneration (USD5,000, recoupable between USD2M and USD2.5M) plus	5,000	0	5,000
	- FCAM's Remuneration (up to USD3M) thereafter;	1% 7,116	478	7,594
	- FCAM's Remuneration (up to USD6M) thereafter;	0.75%		
	- FCAM's Remuneration (total cap of USD75,000)	0.50%		
	- FCAM Expenses (capped at USD1,500 per annum)	5,454	54	5,508
	b) Residuals Set-Aside	8% 56,925	3,826	60,751
2	Myriad:			
	- non-deferred Myriad Sales Representative Commission:			
	- Myriad	5% 35,578	2,391	37,969
	- CWSYMF	2.5% 17,789	1,196	18,985
	- non-deferred Myriad Sales & Marketing Expenses (USD75,000)	75,000	0	75,000
3	CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)	397,303	39,877	437,180
4	Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) to the extent not already recouped	*)		
5	Completion Guarantor's Advance (if any)			
6	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis in respect of all sums applied under items A1 - A5 above	12.5%		
	- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A7 below	12.5%		
	- the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)			
7	in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:			
	- Killer Films (USD25,000)			
	- Myriad (USD25,000)			
8	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 and A6	7.5%		
	- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A9 and A10 below	17.5%		
9	on a pro rata and pari passu basis, as follows:			
	- Venture 4th until full recoupment of its bridge fee of USD25,000			
	- Eric Eisner until full recoupment of his investment of USD2,500			
	- Killer Films until full recoupment of deferred development costs of USD30,152			
	- Myriad until full recoupment of deferred development costs of USD15,000			
	- Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893			
	- Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film			
10	towards payment of deferred participations on a pro rata and pari passu basis, as follows:			
	- Clay Ford (USD50,000)	12.66%		
	- Eric Eisner (USD10,000)	2.53%		
	- Han Ritter (USD15,000)	3.80%		
	- Jim Sturgess (USD75,000)	18.99%		
	- Killer Films (USD75,000)	18.99%		
	- Lorenzo di Bonaventura (USD25,000)	6.33%		
	- Philip von Alvensleben (USD30,000)	7.59%		
	- Myriad (USD75,000)	18.99%		
	- Tristan Patterson (USD40,000)	10.13%		
11	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 , A6 and A8	2.5%		
	- on a going forward basis in payment of the full Myriad Sales Representative Commission	20%		
12	the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10			
Total allocated per Statement date		711,565	47,822	759,387

*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.

Schedule 5B

Title: **Electric Slide**
 Currency: USD

		Totals previous accounting period	Statement	Total	
Collected Gross Receipts:					
Domestic Territory		125,000	0	125,000	
Distribution of Collected Gross Receipts					
1	FCAM:				
-	FCAM's Remuneration (up to USD3M) thereafter;	1%	1,250	0	1,250
-	FCAM's Remuneration (up to USD6M) thereafter;	0.75%			
-	FCAM's Remuneration (total cap of USD75,000)	0.50%			
-	FCAM Expenses (capped at USD1,500 per annum)		54	0	54
2	Residuals Set-Aside	8%	10,000	0	10,000
3	towards payment of the Domestic Sales Representative Commission, as follows:				
-	Domestic Sales Agent	5%	6,250	0	6,250
-	Myriad	2.5%	3,125	0	3,125
-	CWSYMF	2.5%	3,125	0	3,125
4	CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)		101,196	0	101,196
5	Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) to the extent not already recouped	*)			
6	Completion Guarantor's Advance (if any)				
7	Myriad:				
-	until full recoupment of the Domestic Sales Representative Deferred Fee, on a retroactive basis	2.5%			
8	Myriad:				
-	Myriad Sales Representative Commission, from first dollar on a retroactive basis				
-	the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)				
9	in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:				
-	Killer Films (USD25,000)				
-	Myriad (USD25,000)				
10	on a pro rata and pari passu basis, as follows:				
-	Venture 4th until full recoupment of its bridge fee of USD25,000				
-	Eric Eisner until full recoupment of his investment of USD2,500				
-	Killer Films until full recoupment of deferred development costs of USD30,152				
-	Myriad until full recoupment of deferred development costs of USD15,000				
-	Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893				
-	Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film				
11	towards payment of deferred participations on a pro rata and pari passu basis, as follows:				
-	Clay Ford (USD50,000)	12.66%			
-	Eric Eisner (USD10,000)	2.53%			
-	Han Ritter (USD15,000)	3.80%			
-	Jim Sturgess (USD75,000)	18.99%			
-	Killer Films (USD75,000)	18.99%			
-	Lorenzo di Bonaventura (USD25,000)	6.33%			
-	Philip von Alvensleben (USD30,000)	7.59%			
-	Myriad (USD75,000)	18.99%			
-	Tristan Patterson (USD40,000)	10.13%			
12	the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10				
Total allocated per Statement date		125,000	0	125,000	

*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.**Schedule 10**

Title: **Electric Slide**
 Currency: USD

	Totals previous accounting period	Statement	Total
Net Profits:			
Schedule 5A, item 12	0	0	0
Schedule 5B, item 12	0	0	0
Total	0	0	0

Net Profits shall be applied on a pari passu basis, as follows:

- MHC	12.5%
- CWSYMF	12.5%
- Myriad Pictures	16%
- Tristan Patterson	14%
- Killer Films	12%
- Jim Sturgess	10%
- Isabel Lucas	5%
- Clay Ford	5%
- Light Iron Digital	2.5%
- Lorenzo di Bonaventura	2%
- Eric Eisner	3%
- Hans Ritter	2%
- Chloe Sevigny	1%
- Christopher Lambert	1%
- Patricia Arquette	1%
- Vinessa Shaw	0.5%

Total allocated per Statement date	0	0	0
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Freeway CAM B.V.

Entitlement Summary

Title: **Electric Slide**
 Currency : USD
 Reporting period: through MAY 2015

<u>Allocation previous Collection Account balance</u>			Totals
FCAM's Remuneration	152		
FCAM Expenses	805		
Residuals	66,925		
Myriad Sales Representative Commission	761		
Myriad Sales & Marketing Expenses	0		
Domestic Sales Agent	6,250		
CWSYMF	13,037		
Three Point	0		
Total	a		87,930

<u>Payments</u>			
FCAM's Remuneration	0		
FCAM Expenses	(54)		
Residuals	0		
Myriad Sales Representative Commission	(761)		
Myriad Sales & Marketing Expenses	0		
Domestic Sales Agent	0		
CWSYMF	(13,037)		
Three Point	0		
Total	b		(13,852)

<u>Allocation of Collected Gross Receipts</u>			
FCAM's Remuneration	478		
FCAM Expenses	54		
Residuals	3,826		
Myriad Sales Representative Commission	2,391		
Myriad Sales & Marketing Expenses	0		
Domestic Sales Agent	0		
CWSYMF	41,073		
Three Point	0		
Total	c		47,822

<u>Entitlements</u>			
Beneficiaries:	Payment Date	Amount	Total
FCAM's Remuneration	09-Jun-15	630.44	
FCAM Expenses		804.66	
Residuals		70,750.96	
Myriad Sales Representative Commission	09-Jun-15	2,391.10	
Myriad Sales & Marketing Expenses		0.00	
Domestic Sales Agent	09-Jun-15	6,250.00	
CWSYMF	09-Jun-15	41,072.92	
Three Point		0.00	
Total	a+b+c		121,900.08



COLLECTION STATEMENT

Title:	Electric Slide	Statement No.:	ES/ 09.
Reporting Period:	through JUN 2015	Date:	9/Jul/15

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost, The Netherlands	E-mail:	nora.keszler@freeway-entertainment.com
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Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

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Title: Electric Slide
Currency : USD
Account number: 665 067 610

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
31-Oct-14	Collection Account balance		826,317.41	(644,859.27)	181,458.14
14-Nov-14	FCAM's Remuneration			(1,250.00)	
	Myriad Sales Representative Commission			(3,125.00)	
	CWSYMF			(104,321.00)	
	FCAM Expenses	bank charges		(54.00)	
15-Dec-14	Jaguar Distribution Corp.	Airlines	812.50		
5-Jan-15	Tanweer	Greece	14,409.09		
9-Jan-15	Collection Account balance		841,539.00	(753,609.27)	87,929.73
21-Jan-15	Myriad Sales Representative Commission			(761.08)	
	CWSYMF			(13,036.57)	
	FCAM Expenses	bank charges		(54.00)	
1-May-15	Eagle Film	Middle East	43,982.00		
14-May-15	Satellite TV	Taiwan	3,840.00		
31-May-15	Collection Account balance		889,361.00	(767,460.92)	121,900.08
9-Jun-15	FCAM's Remuneration			(630.44)	
	Myriad Sales Representative Commission			(2,391.10)	
	CWSYMF			(41,072.92)	
	FCAM Expenses	bank charges		(54.00)	
11-Jun-15	Cinemundo	Portugal	11,042.51		
30-Jun-15	Collection Account balance		900,403.51	(811,609.38)	88,794.13

		Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:				
Myriad Territory		759,387.00	11,042.51	770,429.51
Domestic Territory		125,000.00	0.00	125,000.00
Total Payments:				
Pre-production costs		(111,400.00)	0.00	(111,400.00)
FCAM's Remuneration		(13,213.43)	(630.44)	(13,843.87)
FCAM Expenses		(4,757.34)	(54.00)	(4,811.34)
Residuals		0.00	0.00	0.00
Myriad Sales Representative Commission		(38,703.25)	(2,391.10)	(41,094.35)
Myriad Sales & Marketing Expenses		(75,000.00)	0.00	(75,000.00)
Domestic Sales Agent		0.00	0.00	0.00
CWSYMF		(519,412.90)	(41,072.92)	(560,485.82)
Three Point		0.00	0.00	0.00
Collection Account balance		121,900.08	(33,105.95)	88,794.13

Freeway CAM B.V.

Schedule 5A

Title: **Electric Slide**
 Currency: USD

		Totals previous accounting period	Statement	Total	
Collected Gross Receipts:					
Myriad Territory		759,387	11,043	770,430	
Distribution of Collected Gross Receipts					
Pre-production costs		111,400	0	111,400	
1	a) FCAM:				
	- FCAM's Remuneration (USD5,000, recoupable between USD2M and USD2.5M) plus	5,000	0	5,000	
	- FCAM's Remuneration (up to USD3M) thereafter;	7,594	110	7,704	
	- FCAM's Remuneration (up to USD6M) thereafter;	1%			
	- FCAM's Remuneration (total cap of USD75,000)	0.75%			
	- FCAM Expenses (capped at USD1,500 per annum)	0.50%			
		5,508	54	5,562	
	b) Residuals Set-Aside	8%	60,751	883	61,634
2	Myriad:				
	- non-deferred Myriad Sales Representative Commission:				
	- Myriad	5%	37,969	552	38,521
	- CWSYMF	2.5%	18,985	276	19,261
	- non-deferred Myriad Sales & Marketing Expenses (USD75,000)		75,000	0	75,000
3	CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)		437,180	9,166	446,347
4	Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) to the extent not already recouped	*)			
5	Completion Guarantor's Advance (if any)				
6	Myriad:				
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis in respect of all sums applied under items A1 - A5 above	12.5%			
	- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A7 below	12.5%			
	- the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)				
7	in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:				
	- Killer Films (USD25,000)				
	- Myriad (USD25,000)				
8	Myriad:				
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 and A6	7.5%			
	- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A9 and A10 below	17.5%			
9	on a pro rata and pari passu basis, as follows:				
	- Venture 4th until full recoupment of its bridge fee of USD25,000				
	- Eric Eisner until full recoupment of his investment of USD2,500				
	- Killer Films until full recoupment of deferred development costs of USD30,152				
	- Myriad until full recoupment of deferred development costs of USD15,000				
	- Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893				
	- Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film				
10	towards payment of deferred participations on a pro rata and pari passu basis, as follows:				
	- Clay Ford (USD50,000)	12.66%			
	- Eric Eisner (USD10,000)	2.53%			
	- Han Ritter (USD15,000)	3.80%			
	- Jim Sturgess (USD75,000)	18.99%			
	- Killer Films (USD75,000)	18.99%			
	- Lorenzo di Bonaventura (USD25,000)	6.33%			
	- Philip von Alvensleben (USD30,000)	7.59%			
	- Myriad (USD75,000)	18.99%			
	- Tristan Patterson (USD40,000)	10.13%			
11	Myriad:				
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 , A6 and A8	2.5%			
	- on a going forward basis in payment of the full Myriad Sales Representative Commission	20%			
12	the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10				
Total allocated per Statement date		759,387	11,043	770,430	

*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.

Schedule 5B

Title: **Electric Slide**
 Currency: USD

		Totals previous accounting period	Statement	Total	
Collected Gross Receipts:					
Domestic Territory		125,000	0	125,000	
Distribution of Collected Gross Receipts					
1	FCAM:				
-	FCAM's Remuneration (up to USD3M) thereafter;	1%	1,250	0	1,250
-	FCAM's Remuneration (up to USD6M) thereafter;	0.75%			
-	FCAM's Remuneration (total cap of USD75,000)	0.50%			
-	FCAM Expenses (capped at USD1,500 per annum)		54	0	54
2	Residuals Set-Aside	8%	10,000	0	10,000
3	towards payment of the Domestic Sales Representative Commission, as follows:				
-	Domestic Sales Agent	5%	6,250	0	6,250
-	Myriad	2.5%	3,125	0	3,125
-	CWSYMF	2.5%	3,125	0	3,125
4	CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)		101,196	0	101,196
5	Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) to the extent not already recouped	*)			
6	Completion Guarantor's Advance (if any)				
7	Myriad:				
-	until full recoupment of the Domestic Sales Representative Deferred Fee, on a retroactive basis	2.5%			
8	Myriad:				
-	Myriad Sales Representative Commission, from first dollar on a retroactive basis				
-	the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)				
9	in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:				
-	Killer Films (USD25,000)				
-	Myriad (USD25,000)				
10	on a pro rata and pari passu basis, as follows:				
-	Venture 4th until full recoupment of its bridge fee of USD25,000				
-	Eric Eisner until full recoupment of his investment of USD2,500				
-	Killer Films until full recoupment of deferred development costs of USD30,152				
-	Myriad until full recoupment of deferred development costs of USD15,000				
-	Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893				
-	Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film				
11	towards payment of deferred participations on a pro rata and pari passu basis, as follows:				
-	Clay Ford (USD50,000)	12.66%			
-	Eric Eisner (USD10,000)	2.53%			
-	Han Ritter (USD15,000)	3.80%			
-	Jim Sturgess (USD75,000)	18.99%			
-	Killer Films (USD75,000)	18.99%			
-	Lorenzo di Bonaventura (USD25,000)	6.33%			
-	Philip von Alvensleben (USD30,000)	7.59%			
-	Myriad (USD75,000)	18.99%			
-	Tristan Patterson (USD40,000)	10.13%			
12	the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10				
Total allocated per Statement date		125,000	0	125,000	

*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.**Schedule 10**

Title: **Electric Slide**
 Currency: USD

	Totals previous accounting period	Statement	Total
Net Profits:			
Schedule 5A, item 12	0	0	0
Schedule 5B, item 12	0	0	0
Total	0	0	0

Net Profits shall be applied on a pari passu basis, as follows:

- MHC	12.5%
- CWSYMF	12.5%
- Myriad Pictures	16%
- Tristan Patterson	14%
- Killer Films	12%
- Jim Sturgess	10%
- Isabel Lucas	5%
- Clay Ford	5%
- Light Iron Digital	2.5%
- Lorenzo di Bonaventura	2%
- Eric Eisner	3%
- Hans Ritter	2%
- Chloe Sevigny	1%
- Christopher Lambert	1%
- Patricia Arquette	1%
- Vinessa Shaw	0.5%

Total allocated per Statement date	0	0	0
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Freeway CAM B.V.

Entitlement Summary

Title: **Electric Slide**
 Currency : USD
 Reporting period: through JUN 2015

Allocation previous Collection Account balance

		Totals
FCAM's Remuneration	630	
FCAM Expenses	805	
Residuals	70,751	
Myriad Sales Representative Commission	2,391	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	6,250	
CWSYMF	41,073	
Three Point	0	
Total	a	121,900

Payments

FCAM's Remuneration	(630)	
FCAM Expenses	(54)	
Residuals	0	
Myriad Sales Representative Commission	(2,391)	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	0	
CWSYMF	(41,073)	
Three Point	0	
Total	b	(44,148)

Allocation of Collected Gross Receipts

FCAM's Remuneration	110	
FCAM Expenses	54	
Residuals	883	
Myriad Sales Representative Commission	552	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	0	
CWSYMF	9,443	
Three Point	0	
Total	c	11,043

Entitlements

Beneficiaries:	Payment Date	Amount	Total
FCAM's Remuneration		110.43	
FCAM Expenses		804.66	
Residuals		71,634.36	
Myriad Sales Representative Commission	14-Jul-15	552.13	
Myriad Sales & Marketing Expenses		0.00	
Domestic Sales Agent	14-Jul-15	6,250.00	
CWSYMF	14-Jul-15	9,442.56	
Three Point		0.00	
Total	a+b+c		88,794.13



COLLECTION STATEMENT

Title:	Electric Slide	Statement No.:	ES/ 10.
Reporting Period:	through JUL 2015	Date:	10/Aug/15

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost, The Netherlands	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Title: Electric Slide
Currency : USD
Account number: 665 067 610

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
9-Jan-15	Collection Account balance		836,565.00	(748,635.27)	87,929.73
21-Jan-15	Myriad Sales Representative Commission			(761.08)	
	CWSYMF			(13,036.57)	
	FCAM Expenses	bank charges		(54.00)	
1-May-15	Eagle Film	Middle East	43,982.00		
14-May-15	Satellite TV	Taiwan	3,840.00		
31-May-15	Collection Account balance		884,387.00	(762,486.92)	121,900.08
9-Jun-15	FCAM's Remuneration			(630.44)	
	Myriad Sales Representative Commission			(2,391.10)	
	CWSYMF			(41,072.92)	
	FCAM Expenses	bank charges		(54.00)	
11-Jun-15	Cinemundo	Portugal	11,042.51		
30-Jun-15	Collection Account balance		895,429.51	(806,635.38)	88,794.13
14-Jul-15	Myriad Sales Representative Commission			(552.13)	
	CWSYMF			(9,442.56)	
	Fox	Asia	18,249.60		
31-Jul-15	Collection Account balance		913,679.11	(816,630.07)	97,049.04

(Collected) Gross Receipts:	Totals previous accounting period	Statement	Total
Myriad Territory	770,429.51	18,249.60	788,679.11
Domestic Territory	125,000.00	0.00	125,000.00
Total Payments:			
Pre-production costs	(111,400.00)	0.00	(111,400.00)
FCAM's Remuneration	(13,843.87)	0.00	(13,843.87)
FCAM Expenses	(4,811.34)	0.00	(4,811.34)
Residuals	0.00	0.00	0.00
Myriad Sales Representative Commission	(41,094.35)	(552.13)	(41,646.48)
Myriad Sales & Marketing Expenses	(75,000.00)	0.00	(75,000.00)
Domestic Sales Agent	0.00	0.00	0.00
CWSYMF	(560,485.82)	(9,442.56)	(569,928.38)
Three Point	0.00	0.00	0.00
Collection Account balance	88,794.13	8,254.91	97,049.04

Freeway CAM B.V.

Schedule 5A

Title: **Electric Slide**
 Currency: USD

		Totals previous accounting period	Statement	Total
Collected Gross Receipts:				
	Myriad Territory	770,430	18,250	788,679
Distribution of Collected Gross Receipts				
	<i>Pre-production costs</i>	111,400	0	111,400
1	a) FCAM:			
	- FCAM's Remuneration (USD5,000, recoupable between USD2M and USD2.5M) plus	5,000	0	5,000
	- FCAM's Remuneration (up to USD3M) thereafter;	1% 7,704	182	7,887
	- FCAM's Remuneration (up to USD6M) thereafter;	0.75%		
	- FCAM's Remuneration (total cap of USD75,000)	0.50%		
	- FCAM Expenses (capped at USD1,500 per annum)	5,562	720	6,282
	b) Residuals Set-Aside	8% 61,634	1,460	63,094
2	Myriad:			
	- non-deferred Myriad Sales Representative Commission:			
	- Myriad	5% 38,521	912	39,434
	- CWSYMF	2.5% 19,261	456	19,717
	- non-deferred Myriad Sales & Marketing Expenses (USD75,000)	75,000	0	75,000
3	CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)	446,347	14,518	460,865
4	Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) to the extent not already recouped	*)		
5	Completion Guarantor's Advance (if any)			
6	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis in respect of all sums applied under items A1 - A5 above	12.5%		
	- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A7 below	12.5%		
	- the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)			
7	in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:			
	- Killer Films (USD25,000)			
	- Myriad (USD25,000)			
8	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 and A6	7.5%		
	- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A9 and A10 below	17.5%		
9	on a pro rata and pari passu basis, as follows:			
	- Venture 4th until full recoupment of its bridge fee of USD25,000			
	- Eric Eisner until full recoupment of his investment of USD2,500			
	- Killer Films until full recoupment of deferred development costs of USD30,152			
	- Myriad until full recoupment of deferred development costs of USD15,000			
	- Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893			
	- Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film			
10	towards payment of deferred participations on a pro rata and pari passu basis, as follows:			
	- Clay Ford (USD50,000)	12.66%		
	- Eric Eisner (USD10,000)	2.53%		
	- Han Ritter (USD15,000)	3.80%		
	- Jim Sturgess (USD75,000)	18.99%		
	- Killer Films (USD75,000)	18.99%		
	- Lorenzo di Bonaventura (USD25,000)	6.33%		
	- Philip von Alvensleben (USD30,000)	7.59%		
	- Myriad (USD75,000)	18.99%		
	- Tristan Patterson (USD40,000)	10.13%		
11	Myriad:			
	- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 , A6 and A8	2.5%		
	- on a going forward basis in payment of the full Myriad Sales Representative Commission	20%		
12	the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10			
Total allocated per Statement date		770,430	18,250	788,679

*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.

Schedule 5B

Title: **Electric Slide**
 Currency: USD

		Totals previous accounting period	Statement	Total	
Collected Gross Receipts:					
Domestic Territory		125,000	0	125,000	
Distribution of Collected Gross Receipts					
1	FCAM:				
-	FCAM's Remuneration (up to USD3M) thereafter;	1%	1,250	0	1,250
-	FCAM's Remuneration (up to USD6M) thereafter;	0.75%			
-	FCAM's Remuneration (total cap of USD75,000)	0.50%			
-	FCAM Expenses (capped at USD1,500 per annum)		54	0	54
2	Residuals Set-Aside	8%	10,000	0	10,000
3	towards payment of the Domestic Sales Representative Commission, as follows:				
-	Domestic Sales Agent	5%	6,250	0	6,250
-	Myriad	2.5%	3,125	0	3,125
-	CWSYMF	2.5%	3,125	0	3,125
4	CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)		101,196	0	101,196
5	Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) to the extent not already recouped	*)			
6	Completion Guarantor's Advance (if any)				
7	Myriad:				
-	until full recoupment of the Domestic Sales Representative Deferred Fee, on a retroactive basis	2.5%			
8	Myriad:				
-	Myriad Sales Representative Commission, from first dollar on a retroactive basis				
-	the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)				
9	in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:				
-	Killer Films (USD25,000)				
-	Myriad (USD25,000)				
10	on a pro rata and pari passu basis, as follows:				
-	Venture 4th until full recoupment of its bridge fee of USD25,000				
-	Eric Eisner until full recoupment of his investment of USD2,500				
-	Killer Films until full recoupment of deferred development costs of USD30,152				
-	Myriad until full recoupment of deferred development costs of USD15,000				
-	Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893				
-	Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film				
11	towards payment of deferred participations on a pro rata and pari passu basis, as follows:				
-	Clay Ford (USD50,000)	12.66%			
-	Eric Eisner (USD10,000)	2.53%			
-	Han Ritter (USD15,000)	3.80%			
-	Jim Sturgess (USD75,000)	18.99%			
-	Killer Films (USD75,000)	18.99%			
-	Lorenzo di Bonaventura (USD25,000)	6.33%			
-	Philip von Alvensleben (USD30,000)	7.59%			
-	Myriad (USD75,000)	18.99%			
-	Tristan Patterson (USD40,000)	10.13%			
12	the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10				
Total allocated per Statement date		125,000	0	125,000	

*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.**Schedule 10**

Title: **Electric Slide**
 Currency: USD

	Totals previous accounting period	Statement	Total
Net Profits:			
Schedule 5A, item 12	0	0	0
Schedule 5B, item 12	0	0	0
Total	0	0	0

Net Profits shall be applied on a pari passu basis, as follows:

- MHC	12.5%
- CWSYMF	12.5%
- Myriad Pictures	16%
- Tristan Patterson	14%
- Killer Films	12%
- Jim Sturgess	10%
- Isabel Lucas	5%
- Clay Ford	5%
- Light Iron Digital	2.5%
- Lorenzo di Bonaventura	2%
- Eric Eisner	3%
- Hans Ritter	2%
- Chloe Sevigny	1%
- Christopher Lambert	1%
- Patricia Arquette	1%
- Vinessa Shaw	0.5%

Total allocated per Statement date	0	0	0
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Freeway CAM B.V.

Entitlement Summary

Title: **Electric Slide**
 Currency : USD
 Reporting period: through JUL 2015

<u>Allocation previous Collection Account balance</u>		Totals
FCAM's Remuneration	110	
FCAM Expenses	805	
Residuals	71,634	
Myriad Sales Representative Commission	552	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	6,250	
CWSYMF	9,443	
Three Point	0	
Total	a	88,794

<u>Payments</u>		
FCAM's Remuneration	0	
FCAM Expenses	0	
Residuals	0	
Myriad Sales Representative Commission	(552)	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	0	
CWSYMF	(9,443)	
Three Point	0	
Total	b	(9,995)

<u>Allocation of Collected Gross Receipts</u>		
FCAM's Remuneration	182	
FCAM Expenses	720	
Residuals	1,460	
Myriad Sales Representative Commission	912	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	0	
CWSYMF	14,975	
Three Point	0	
Total	c	18,250

<u>Entitlements</u>			
Beneficiaries:	Payment Date	Amount	Total
FCAM's Remuneration	13-Aug-15	292.92	
FCAM Expenses	13-Aug-15	1,524.66	
Residuals		73,094.33	
Myriad Sales Representative Commission	13-Aug-15	912.48	
Myriad Sales & Marketing Expenses		0.00	
Domestic Sales Agent	13-Aug-15	6,250.00	
CWSYMF	13-Aug-15	14,974.65	
Three Point		0.00	
Total	a+b+c		97,049.04

**FREEWAY**

Collection Statement N° 11

through NOV 2015

ELECTRIC SLIDE

Issued on December 7, 2015
by Nora Keszler

This Statement and more information about your Film is made available to you online.
Request your personal login details to start benefitting from Freeway Reporting Site.

Title: Electric Slide
Currency : USD
Account number: 665 067 610

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
31-May-15	Collection Account balance		884,387.00	(762,486.92)	121,900.08
9-Jun-15	FCAM's Remuneration			(630.44)	
	Myriad Sales Representative Commission			(2,391.10)	
	CWSYMF			(41,072.92)	
	FCAM Expenses	bank charges		(54.00)	
11-Jun-15	Cinemundo	Portugal	11,042.51		
30-Jun-15	Collection Account balance		895,429.51	(806,635.38)	88,794.13
14-Jul-15	Myriad Sales Representative Commission			(552.13)	
	CWSYMF			(9,442.56)	
	Fox	Asia	18,249.60		
31-Jul-15	Collection Account balance		913,679.11	(816,630.07)	97,049.04
13-Aug-15	Myriad Sales Representative Commission			(912.48)	
	FCAM's Remuneration			(292.92)	
	FCAM Expenses			(807.08)	
	CWSYMF			(14,974.65)	
9-Nov-15	Eagle Entertainment	Australia	10,000.00		
30-Nov-15	Collection Account balance		923,679.11	(833,617.20)	90,061.91

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
Myriad Territory	788,679.11	10,000.00	798,679.11
Domestic Territory	125,000.00	0.00	125,000.00
Total Payments:			
Pre-production costs	(111,400.00)	0.00	(111,400.00)
FCAM's Remuneration	(13,843.87)	(292.92)	(14,136.79)
FCAM Expenses	(4,811.34)	(807.08)	(5,618.42)
Residuals	0.00	0.00	0.00
Myriad Sales Representative Commission	(41,646.48)	(912.48)	(42,558.96)
Myriad Sales & Marketing Expenses	(75,000.00)	0.00	(75,000.00)
Domestic Sales Agent	0.00	0.00	0.00
CWSYMF	(569,928.38)	(14,974.65)	(584,903.03)
Three Point	0.00	0.00	0.00
Collection Account balance	97,049.04	(6,987.13)	90,061.91

Freeway CAM B.V.

Schedule 5A

Title: **Electric Slide**
 Currency: USD

		Totals previous accounting period	Statement	Total
Collected Gross Receipts:				
Myriad Territory		788,679	10,000	798,679
Distribution of Collected Gross Receipts				
<i>Pre-production costs</i>		111,400	0	111,400
1 a) FCAM:				
- FCAM's Remuneration (USD5,000, recoupable between USD2M and USD2.5M) plus		5,000	0	5,000
- FCAM's Remuneration (up to USD3M) thereafter;	1%	7,887	100	7,987
- FCAM's Remuneration (up to USD6M) thereafter;	0.75%			
- FCAM's Remuneration (total cap of USD75,000)	0.50%			
- FCAM Expenses (capped at USD1,500 per annum)		6,282	0	6,282
b) Residuals Set-Aside	8%	63,094	800	63,894
2 Myriad:				
- non-deferred Myriad Sales Representative Commission:				
- Myriad	5%	39,434	500	39,934
- CWSYMF	2.5%	19,717	250	19,967
- non-deferred Myriad Sales & Marketing Expenses (USD75,000)		75,000	0	75,000
3 CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)		460,865	8,350	469,215
4 Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) *) to the extent not already recouped				
5 Completion Guarantor's Advance (if any)				
6 Myriad:				
- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis in respect of all sums applied under items A1 - A5 above	12.5%			
- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A7 below	12.5%			
- the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)				
7 in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:				
- Killer Films (USD25,000)				
- Myriad (USD25,000)				
8 Myriad:				
- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 and A6	7.5%			
- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A9 and A10 below	17.5%			
9 on a pro rata and pari passu basis, as follows:				
- Venture 4th until full recoupment of its bridge fee of USD25,000				
- Eric Eisner until full recoupment of his investment of USD2,500				
- Killer Films until full recoupment of deferred development costs of USD30,152				
- Myriad until full recoupment of deferred development costs of USD15,000				
- Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893				
- Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film				
10 towards payment of deferred participations on a pro rata and pari passu basis, as follows:				
- Clay Ford (USD50,000)	12.66%			
- Eric Eisner (USD10,000)	2.53%			
- Han Ritter (USD15,000)	3.80%			
- Jim Sturgess (USD75,000)	18.99%			
- Killer Films (USD75,000)	18.99%			
- Lorenzo di Bonaventura (USD25,000)	6.33%			
- Philip von Alvensleben (USD30,000)	7.59%			
- Myriad (USD75,000)	18.99%			
- Tristan Patterson (USD40,000)	10.13%			
11 Myriad:				
- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 , A6 and A8	2.5%			
- on a going forward basis in payment of the full Myriad Sales Representative Commission	20%			
12 the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10				
Total allocated per Statement date		788,679	10,000	798,679

*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.

Schedule 5B

Title: **Electric Slide**

Currency: USD

	Totals previous accounting period	Statement	Total
Collected Gross Receipts:			
Domestic Territory	125,000	0	125,000

Distribution of Collected Gross Receipts

1	FCAM:				
	- FCAM's Remuneration (up to USD3M) thereafter;	1%	1,250	0	1,250
	- FCAM's Remuneration (up to USD6M) thereafter;	0.75%			
	- FCAM's Remuneration (total cap of USD75,000)	0.50%			
	- FCAM Expenses (capped at USD1,500 per annum)		54	0	54
2	Residuals Set-Aside	8%	10,000	0	10,000
3	towards payment of the Domestic Sales Representative Commission, as follows:				
	- Domestic Sales Agent	5%	6,250	0	6,250
	- Myriad	2.5%	3,125	0	3,125
	- CWSYMF	2.5%	3,125	0	3,125
4	CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)		101,196	0	101,196
5	Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) to the extent not already recouped	*)			
6	Completion Guarantor's Advance (if any)				
7	Myriad:				
	- until full recoupment of the Domestic Sales Representative Deferred Fee, on a retroactive basis	2.5%			
8	Myriad:				
	- Myriad Sales Representative Commission, from first dollar on a retroactive basis				
	- the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)				
9	in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:				
	- Killer Films (USD25,000)				
	- Myriad (USD25,000)				
10	on a pro rata and pari passu basis, as follows:				
	- Venture 4th until full recoupment of its bridge fee of USD25,000				
	- Eric Eisner until full recoupment of his investment of USD2,500				
	- Killer Films until full recoupment of deferred development costs of USD30,152				
	- Myriad until full recoupment of deferred development costs of USD15,000				
	- Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893				
	- Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film				
11	towards payment of deferred participations on a pro rata and pari passu basis, as follows:				
	- Clay Ford (USD50,000)	12.66%			
	- Eric Eisner (USD10,000)	2.53%			
	- Han Ritter (USD15,000)	3.80%			
	- Jim Sturgess (USD75,000)	18.99%			
	- Killer Films (USD75,000)	18.99%			
	- Lorenzo di Bonaventura (USD25,000)	6.33%			
	- Philip von Alvensleben (USD30,000)	7.59%			
	- Myriad (USD75,000)	18.99%			
	- Tristan Patterson (USD40,000)	10.13%			
12	the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10				

Total allocated per Statement date	125,000	0	125,000
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*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.**Schedule 10**

Title: **Electric Slide**
 Currency: USD

	Totals previous accounting period	Statement	Total
Net Profits:			
Schedule 5A, item 12	0	0	0
Schedule 5B, item 12	0	0	0
Total	0	0	0

Net Profits shall be applied on a pari passu basis, as follows:

- MHC	12.5%		
- CWSYMF	12.5%		
- Myriad Pictures	16%		
- Tristan Patterson	14%		
- Killer Films	12%		
- Jim Sturgess	10%		
- Isabel Lucas	5%		
- Clay Ford	5%		
- Light Iron Digital	2.5%		
- Lorenzo di Bonaventura	2%		
- Eric Eisner	3%		
- Hans Ritter	2%		
- Chloe Sevigny	1%		
- Christopher Lambert	1%		
- Patricia Arquette	1%		
- Vinessa Shaw	0.5%		
Total allocated per Statement date	0	0	0

Freeway CAM B.V.

Entitlement Summary

Title: Electric Slide
 Currency : USD
 Reporting period: through NOV 2015

<u>Allocation previous Collection Account balance</u>		Totals
FCAM's Remuneration	293	
FCAM Expenses	1,525	
Residuals	73,094	
Myriad Sales Representative Commission	912	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	6,250	
CWSYMF	14,975	
Three Point	0	
Total	a	97,049

<u>Payments</u>		
FCAM's Remuneration	(293)	
FCAM Expenses	(807)	
Residuals	0	
Myriad Sales Representative Commission	(912)	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	0	
CWSYMF	(14,975)	
Three Point	0	
Total	b	(16,987)

<u>Allocation of Collected Gross Receipts</u>		
FCAM's Remuneration	100	
FCAM Expenses	0	
Residuals	800	
Myriad Sales Representative Commission	500	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	0	
CWSYMF	8,600	
Three Point	0	
Total	c	10,000

<u>Entitlements</u>			
Beneficiaries:	Payment Date	Amount	Total
FCAM's Remuneration		100.00	
FCAM Expenses		717.58	
Residuals		73,894.33	
Myriad Sales Representative Commission	09-Dec-15	500.00	
Myriad Sales & Marketing Expenses		0.00	
Domestic Sales Agent	09-Dec-15	6,250.00	
CWSYMF	09-Dec-15	8,600.00	
Three Point		0.00	
Total	a+b+c		90,061.91

**FREEWAY****Collection Statement N° 12**

through FEB 2016

ELECTRIC SLIDE

Issued on March 7, 2016
by Nora Keszler

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Title: Electric Slide
Currency : USD
Account number: 665 067 610

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
30-Jun-15	Collection Account balance		895,429.51	(806,635.38)	88,794.13
14-Jul-15	Myriad Sales Representative Commission CWSYMF Fox	Asia	18,249.60	(552.13) (9,442.56)	
31-Jul-15	Collection Account balance		913,679.11	(816,630.07)	97,049.04
13-Aug-15	Myriad Sales Representative Commission FCAM's Remuneration FCAM Expenses CWSYMF			(912.48) (292.92) (807.08) (14,974.65)	
9-Nov-15	Eagle Entertainment	Australia	10,000.00		
30-Nov-15	Collection Account balance		923,679.11	(833,617.20)	90,061.91
9-Dec-15	Myriad Sales Representative Commission CWSYMF FCAM Expenses	bank charges		(500.00) (8,600.00) (108.00)	
22-Feb-16	Wild Bunch Germany GmbH		9,975.00		
29-Feb-16	Collection Account balance		933,654.11	(842,825.20)	90,828.91

(Collected) Gross Receipts:	Totals previous accounting period	Statement	Total
Myriad Territory	798,679.11	9,975.00	808,654.11
Domestic Territory	125,000.00	0.00	125,000.00
Total Payments:			
Pre-production costs	(111,400.00)	0.00	(111,400.00)
FCAM's Remuneration	(14,136.79)	0.00	(14,136.79)
FCAM Expenses	(5,618.42)	(108.00)	(5,726.42)
Residuals	0.00	0.00	0.00
Myriad Sales Representative Commission	(42,558.96)	(500.00)	(43,058.96)
Myriad Sales & Marketing Expenses	(75,000.00)	0.00	(75,000.00)
Domestic Sales Agent	0.00	0.00	0.00
CWSYMF	(584,903.03)	(8,600.00)	(593,503.03)
Three Point	0.00	0.00	0.00
Collection Account balance	90,061.91	767.00	90,828.91

Freeway CAM B.V.

Schedule 5A

Title: **Electric Slide**
 Currency: USD

		Totals previous accounting period	Statement	Total
Collected Gross Receipts:				
Myriad Territory		798,679	9,975	808,654
Distribution of Collected Gross Receipts				
Pre-production costs		111,400	0	111,400
1 a) FCAM:				
- FCAM's Remuneration (USD5,000, recoupable between USD2M and USD2.5M) plus		5,000	0	5,000
- FCAM's Remuneration (up to USD3M) thereafter;	1%	7,987	100	8,087
- FCAM's Remuneration (up to USD6M) thereafter;	0.75%			
- FCAM's Remuneration (total cap of USD75,000)	0.50%			
- FCAM Expenses (capped at USD1,500 per annum)		6,282	828	7,110
b) Residuals Set-Aside	8%	63,894	798	64,692
2 Myriad:				
- non-deferred Myriad Sales Representative Commission:				
- Myriad	5%	39,934	499	40,433
- CWSYMF	2.5%	19,967	249	20,216
- non-deferred Myriad Sales & Marketing Expenses (USD75,000)		75,000	0	75,000
3 CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)		469,215	7,501	476,716
4 Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) *) to the extent not already recouped				
5 Completion Guarantor's Advance (if any)				
6 Myriad:				
- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis in respect of all sums applied under items A1 - A5 above	12.5%			
- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A7 below	12.5%			
- the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)				
7 in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:				
- Killer Films (USD25,000)				
- Myriad (USD25,000)				
8 Myriad:				
- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 and A6	7.5%			
- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A9 and A10 below	17.5%			
9 on a pro rata and pari passu basis, as follows:				
- Venture 4th until full recoupment of its bridge fee of USD25,000				
- Eric Eisner until full recoupment of his investment of USD2,500				
- Killer Films until full recoupment of deferred development costs of USD30,152				
- Myriad until full recoupment of deferred development costs of USD15,000				
- Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893				
- Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film				
10 towards payment of deferred participations on a pro rata and pari passu basis, as follows:				
- Clay Ford (USD50,000)	12.66%			
- Eric Eisner (USD10,000)	2.53%			
- Han Ritter (USD15,000)	3.80%			
- Jim Sturgess (USD75,000)	18.99%			
- Killer Films (USD75,000)	18.99%			
- Lorenzo di Bonaventura (USD25,000)	6.33%			
- Philip von Alvensleben (USD30,000)	7.59%			
- Myriad (USD75,000)	18.99%			
- Tristan Patterson (USD40,000)	10.13%			
11 Myriad:				
- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 , A6 and A8	2.5%			
- on a going forward basis in payment of the full Myriad Sales Representative Commission	20%			
12 the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10				
Total allocated per Statement date		798,679	9,975	808,654

*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.

Schedule 5B

Title: **Electric Slide**

Currency: USD

	Totals previous accounting period	Statement	Total
Collected Gross Receipts:			
Domestic Territory	125,000	0	125,000

Distribution of Collected Gross Receipts

1	FCAM:				
	- FCAM's Remuneration (up to USD3M) thereafter;	1%	1,250	0	1,250
	- FCAM's Remuneration (up to USD6M) thereafter;	0.75%			
	- FCAM's Remuneration (total cap of USD75,000)	0.50%			
	- FCAM Expenses (capped at USD1,500 per annum)		54	0	54
2	Residuals Set-Aside	8%	10,000	0	10,000
3	towards payment of the Domestic Sales Representative Commission, as follows:				
	- Domestic Sales Agent	5%	6,250	0	6,250
	- Myriad	2.5%	3,125	0	3,125
	- CWSYMF	2.5%	3,125	0	3,125
4	CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)		101,196	0	101,196
5	Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) to the extent not already recouped	*)			
6	Completion Guarantor's Advance (if any)				
7	Myriad:				
	- until full recoupment of the Domestic Sales Representative Deferred Fee, on a retroactive basis	2.5%			
8	Myriad:				
	- Myriad Sales Representative Commission, from first dollar on a retroactive basis				
	- the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)				
9	in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:				
	- Killer Films (USD25,000)				
	- Myriad (USD25,000)				
10	on a pro rata and pari passu basis, as follows:				
	- Venture 4th until full recoupment of its bridge fee of USD25,000				
	- Eric Eisner until full recoupment of his investment of USD2,500				
	- Killer Films until full recoupment of deferred development costs of USD30,152				
	- Myriad until full recoupment of deferred development costs of USD15,000				
	- Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893				
	- Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film				
11	towards payment of deferred participations on a pro rata and pari passu basis, as follows:				
	- Clay Ford (USD50,000)	12.66%			
	- Eric Eisner (USD10,000)	2.53%			
	- Han Ritter (USD15,000)	3.80%			
	- Jim Sturgess (USD75,000)	18.99%			
	- Killer Films (USD75,000)	18.99%			
	- Lorenzo di Bonaventura (USD25,000)	6.33%			
	- Philip von Alvensleben (USD30,000)	7.59%			
	- Myriad (USD75,000)	18.99%			
	- Tristan Patterson (USD40,000)	10.13%			
12	the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10				

Total allocated per Statement date	125,000	0	125,000
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*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.**Schedule 10**

Title: **Electric Slide**
 Currency: USD

	Totals previous accounting period	Statement	Total
Net Profits:			
Schedule 5A, item 12	0	0	0
Schedule 5B, item 12	0	0	0
Total	0	0	0

Net Profits shall be applied on a pari passu basis, as follows:

- MHC	12.5%		
- CWSYMF	12.5%		
- Myriad Pictures	16%		
- Tristan Patterson	14%		
- Killer Films	12%		
- Jim Sturgess	10%		
- Isabel Lucas	5%		
- Clay Ford	5%		
- Light Iron Digital	2.5%		
- Lorenzo di Bonaventura	2%		
- Eric Eisner	3%		
- Hans Ritter	2%		
- Chloe Sevigny	1%		
- Christopher Lambert	1%		
- Patricia Arquette	1%		
- Vinessa Shaw	0.5%		
Total allocated per Statement date	0	0	0

Freeway CAM B.V.

Entitlement Summary

Title: Electric Slide
 Currency : USD
 Reporting period: through FEB 2016

<u>Allocation previous Collection Account balance</u>		Totals
FCAM's Remuneration	100	
FCAM Expenses	718	
Residuals	73,894	
Myriad Sales Representative Commission	500	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	6,250	
CWSYMF	8,600	
Three Point	0	
Total	a	90,062

<u>Payments</u>		
FCAM's Remuneration	0	
FCAM Expenses	(108)	
Residuals	0	
Myriad Sales Representative Commission	(500)	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	0	
CWSYMF	(8,600)	
Three Point	0	
Total	b	(9,208)

<u>Allocation of Collected Gross Receipts</u>		
FCAM's Remuneration	100	
FCAM Expenses	828	
Residuals	798	
Myriad Sales Representative Commission	499	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	0	
CWSYMF	7,751	
Three Point	0	
Total	c	9,975

<u>Entitlements</u>			
Beneficiaries:	Payment Date	Amount	Total
FCAM's Remuneration	10-Mar-16	199.75	
FCAM Expenses	10-Mar-16	1,437.58	
Residuals		74,692.33	
Myriad Sales Representative Commission	10-Mar-16	498.75	
Myriad Sales & Marketing Expenses		0.00	
Domestic Sales Agent	10-Mar-16	6,250.00	
CWSYMF	10-Mar-16	7,750.50	
Three Point		0.00	
Total	a+b+c		90,828.91

**FREEWAY**

Collection Statement N° 13

through May 2016

ELECTRIC SLIDE

Issued on June 8, 2016
by Nora Keszler

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Title: **Electric Slide**
Currency : **USD**

CA Bank: **City National Bank**
Account number: **665 067 610**

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
31-Jul-15	Collection Account balance		913,679.11	(816,630.07)	97,049.04
13-Aug-15	Myriad Sales Representative Commission			(912.48)	
	FCAM's Remuneration			(292.92)	
	FCAM Expenses			(807.08)	
	CWSYMF			(14,974.65)	
9-Nov-15	Eagle Entertainment	Australia	10,000.00		
30-Nov-15	Collection Account balance		923,679.11	(833,617.20)	90,061.91
9-Dec-15	Myriad Sales Representative Commission			(500.00)	
	CWSYMF			(8,600.00)	
	FCAM Expenses	bank charges		(108.00)	
22-Feb-16	Wild Bunch Germany GmbH		9,975.00		
29-Feb-16	Collection Account balance		933,654.11	(842,825.20)	90,828.91
10-Mar-16	FCAM's Remuneration			(199.75)	
	FCAM Expenses			(710.25)	
	Myriad Sales Representative Commission			(498.75)	
	CWSYMF			(7,750.50)	
	FCAM Expenses	bank charges		(54.00)	
	Swen	Latin America	25,000.00		
5-May-16	Wild Bunch Germany GmbH		89,975.00		
31-May-16	Collection Account balance		1,048,629.11	(852,038.45)	196,590.66

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
Myriad Territory	808,654.11	114,975.00	923,629.11
Domestic Territory	125,000.00	0.00	125,000.00
Total Payments:			
Pre-production costs	(111,400.00)	0.00	(111,400.00)
FCAM's Remuneration	(14,136.79)	(199.75)	(14,336.54)
FCAM Expenses	(5,726.42)	(764.25)	(6,490.67)
Residuals	0.00	0.00	0.00
Myriad Sales Representative Commission	(43,058.96)	(498.75)	(43,557.71)
Myriad Sales & Marketing Expenses	(75,000.00)	0.00	(75,000.00)
Domestic Sales Agent	0.00	0.00	0.00
CWSYMF	(593,503.03)	(7,750.50)	(601,253.53)
Three Point	0.00	0.00	0.00
Collection Account balance	90,828.91	105,761.75	196,590.66

Freeway CAM B.V.

Schedule 5A

Title: **Electric Slide**
 Currency: USD

		Totals previous accounting period	Statement	Total
Collected Gross Receipts:				
Myriad Territory		808,654	114,975	923,629
Distribution of Collected Gross Receipts				
Pre-production costs		111,400	0	111,400
1 a) FCAM:				
- FCAM's Remuneration (USD5,000, recoupable between USD2M and USD2.5M) plus		5,000	0	5,000
- FCAM's Remuneration (up to USD3M) thereafter;	1%	8,087	1,150	9,236
- FCAM's Remuneration (up to USD6M) thereafter;	0.75%			
- FCAM's Remuneration (total cap of USD75,000)	0.50%			
- FCAM Expenses (capped at USD1,500 per annum)		7,110	54	7,164
b) Residuals Set-Aside	8%	64,692	9,198	73,890
2 Myriad:				
- non-deferred Myriad Sales Representative Commission:				
- Myriad	5%	40,433	5,749	46,181
- CWSYMF	2.5%	20,216	2,874	23,091
- non-deferred Myriad Sales & Marketing Expenses (USD75,000)		75,000	0	75,000
3 CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)		476,716	95,950	572,666
4 Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) *) to the extent not already recouped				
5 Completion Guarantor's Advance (if any)				
6 Myriad:				
- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis in respect of all sums applied under items A1 - A5 above	12.5%			
- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A7 below	12.5%			
- the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)				
7 in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:				
- Killer Films (USD25,000)				
- Myriad (USD25,000)				
8 Myriad:				
- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 and A6	7.5%			
- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A9 and A10 below	17.5%			
9 on a pro rata and pari passu basis, as follows:				
- Venture 4th until full recoupment of its bridge fee of USD25,000				
- Eric Eisner until full recoupment of his investment of USD2,500				
- Killer Films until full recoupment of deferred development costs of USD30,152				
- Myriad until full recoupment of deferred development costs of USD15,000				
- Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893				
- Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film				
10 towards payment of deferred participations on a pro rata and pari passu basis, as follows:				
- Clay Ford (USD50,000)	12.66%			
- Eric Eisner (USD10,000)	2.53%			
- Han Ritter (USD15,000)	3.80%			
- Jim Sturgess (USD75,000)	18.99%			
- Killer Films (USD75,000)	18.99%			
- Lorenzo di Bonaventura (USD25,000)	6.33%			
- Philip von Alvensleben (USD30,000)	7.59%			
- Myriad (USD75,000)	18.99%			
- Tristan Patterson (USD40,000)	10.13%			
11 Myriad:				
- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 , A6 and A8	2.5%			
- on a going forward basis in payment of the full Myriad Sales Representative Commission	20%			
12 the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10				
Total allocated per Statement date		808,654	114,975	923,629

*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.

Schedule 5B

Title: **Electric Slide**

Currency: USD

	Totals previous accounting period	Statement	Total
Collected Gross Receipts:			
Domestic Territory	125,000	0	125,000

Distribution of Collected Gross Receipts

1	FCAM:				
	- FCAM's Remuneration (up to USD3M) thereafter;	1%	1,250	0	1,250
	- FCAM's Remuneration (up to USD6M) thereafter;	0.75%			
	- FCAM's Remuneration (total cap of USD75,000)	0.50%			
	- FCAM Expenses (capped at USD1,500 per annum)		54	0	54
2	Residuals Set-Aside	8%	10,000	0	10,000
3	towards payment of the Domestic Sales Representative Commission, as follows:				
	- Domestic Sales Agent	5%	6,250	0	6,250
	- Myriad	2.5%	3,125	0	3,125
	- CWSYMF	2.5%	3,125	0	3,125
4	CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)		101,196	0	101,196
5	Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) to the extent not already recouped	*)			
6	Completion Guarantor's Advance (if any)				
7	Myriad:				
	- until full recoupment of the Domestic Sales Representative Deferred Fee, on a retroactive basis	2.5%			
8	Myriad:				
	- Myriad Sales Representative Commission, from first dollar on a retroactive basis				
	- the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)				
9	in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:				
	- Killer Films (USD25,000)				
	- Myriad (USD25,000)				
10	on a pro rata and pari passu basis, as follows:				
	- Venture 4th until full recoupment of its bridge fee of USD25,000				
	- Eric Eisner until full recoupment of his investment of USD2,500				
	- Killer Films until full recoupment of deferred development costs of USD30,152				
	- Myriad until full recoupment of deferred development costs of USD15,000				
	- Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893				
	- Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film				
11	towards payment of deferred participations on a pro rata and pari passu basis, as follows:				
	- Clay Ford (USD50,000)	12.66%			
	- Eric Eisner (USD10,000)	2.53%			
	- Han Ritter (USD15,000)	3.80%			
	- Jim Sturgess (USD75,000)	18.99%			
	- Killer Films (USD75,000)	18.99%			
	- Lorenzo di Bonaventura (USD25,000)	6.33%			
	- Philip von Alvensleben (USD30,000)	7.59%			
	- Myriad (USD75,000)	18.99%			
	- Tristan Patterson (USD40,000)	10.13%			
12	the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10				

Total allocated per Statement date	125,000	0	125,000
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*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.**Schedule 10**

Title: **Electric Slide**
 Currency: USD

	Totals previous accounting period	Statement	Total
Net Profits:			
Schedule 5A, item 12	0	0	0
Schedule 5B, item 12	0	0	0
Total	0	0	0

Net Profits shall be applied on a pari passu basis, as follows:

- MHC	12.5%		
- CWSYMF	12.5%		
- Myriad Pictures	16%		
- Tristan Patterson	14%		
- Killer Films	12%		
- Jim Sturgess	10%		
- Isabel Lucas	5%		
- Clay Ford	5%		
- Light Iron Digital	2.5%		
- Lorenzo di Bonaventura	2%		
- Eric Eisner	3%		
- Hans Ritter	2%		
- Chloe Sevigny	1%		
- Christopher Lambert	1%		
- Patricia Arquette	1%		
- Vinessa Shaw	0.5%		
Total allocated per Statement date	0	0	0

Freeway CAM B.V.

Entitlement Summary

Title: Electric Slide
 Currency : USD
 Reporting period: through May 2016

<u>Allocation previous Collection Account balance</u>		Totals
FCAM's Remuneration	200	
FCAM Expenses	1,438	
Residuals	74,692	
Myriad Sales Representative Commission	499	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	6,250	
CWSYMF	7,751	
Three Point	0	
Total	a	90,829

<u>Payments</u>		
FCAM's Remuneration	(200)	
FCAM Expenses	(764)	
Residuals	0	
Myriad Sales Representative Commission	(499)	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	0	
CWSYMF	(7,751)	
Three Point	0	
Total	b	(9,213)

<u>Allocation of Collected Gross Receipts</u>		
FCAM's Remuneration	1,150	
FCAM Expenses	54	
Residuals	9,198	
Myriad Sales Representative Commission	5,749	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	0	
CWSYMF	98,825	
Three Point	0	
Total	c	114,975

<u>Entitlements</u>			
Beneficiaries:	Payment Date	Amount	Total
FCAM's Remuneration	10-Jun-16	1,149.75	
FCAM Expenses		727.33	
Residuals		83,890.33	
Myriad Sales Representative Commission	10-Jun-16	5,748.75	
Myriad Sales & Marketing Expenses		0.00	
Domestic Sales Agent	10-Jun-16	6,250.00	
CWSYMF	10-Jun-16	98,824.50	
Three Point		0.00	
Total	a+b+c		196,590.66

**FREEWAY**

Collection Statement N° 14

through JUN 2017

ELECTRIC SLIDE

Issued on July 3, 2017
by Nora Keszler

This Statement and more information about your Film is made available to you online.
Request your personal login details to start benefitting from Freeway Reporting Site.

Title:Electric Slide

Currency :USD

CA Bank:City National Bank

Account number:665 067 610

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
30-Nov-15	Collection Account balance		923,679.11	(833,617.20)	90,061.91
9-Dec-15	Myriad Sales Representative Commission			(500.00)	
	CWSYMF			(8,600.00)	
	FCAM Expenses	bank charges		(108.00)	
22-Feb-16	Wild Bunch Germany GmbH		9,975.00		
29-Feb-16	Collection Account balance		933,654.11	(842,825.20)	90,828.91
10-Mar-16	FCAM's Remuneration			(199.75)	
	FCAM Expenses			(710.25)	
	Myriad Sales Representative Commission			(498.75)	
	CWSYMF			(7,750.50)	
	FCAM Expenses	bank charges		(54.00)	
	Swen	Latin America	25,000.00		
5-May-16	Wild Bunch Germany GmbH		89,975.00		
31-May-16	Collection Account balance		1,048,629.11	(852,038.45)	196,590.66
10-Jun-16	FCAM's Remuneration			(1,149.75)	
	Myriad Sales Representative Commission			(5,748.75)	
	CWSYMF			(98,824.50)	
9-Jun-17	BIM Distribuzione	Italy	13,896.37		
	FCAM Expenses	bank charges		(162.00)	
30-Jun-17	Collection Account balance		1,062,525.48	(957,923.45)	104,602.03

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
Myriad Territory	923,629.11	13,896.37	937,525.48
Domestic Territory	125,000.00	0.00	125,000.00
Total Payments:			
Pre-production costs	(111,400.00)	0.00	(111,400.00)
FCAM's Remuneration	(14,336.54)	(1,149.75)	(15,486.29)
FCAM Expenses	(6,490.67)	(162.00)	(6,652.67)
Residuals	0.00	0.00	0.00
Myriad Sales Representative Commission	(43,557.71)	(5,748.75)	(49,306.46)
Myriad Sales & Marketing Expenses	(75,000.00)	0.00	(75,000.00)
Domestic Sales Agent	0.00	0.00	0.00
CWSYMF	(601,253.53)	(98,824.50)	(700,078.03)
Three Point	0.00	0.00	0.00
Collection Account balance	196,590.66	(91,988.63)	104,602.03

Freeway CAM B.V.

Schedule 5A

Title: **Electric Slide**
 Currency: USD

		Totals previous accounting period	Statement	Total
Collected Gross Receipts:				
Myriad Territory		923,629	13,896	937,525
Distribution of Collected Gross Receipts				
Pre-production costs		111,400	0	111,400
1 a) FCAM:				
- FCAM's Remuneration (USD5,000, recoupable between USD2M and USD2.5M) plus		5,000	0	5,000
- FCAM's Remuneration (up to USD3M) thereafter;	1%	9,236	139	9,375
- FCAM's Remuneration (up to USD6M) thereafter;	0.75%			
- FCAM's Remuneration (total cap of USD75,000)	0.50%			
- FCAM Expenses (capped at USD1,500 per annum)		7,164	882	8,046
b) Residuals Set-Aside	8%	73,890	1,112	75,002
2 Myriad:				
- non-deferred Myriad Sales Representative Commission:				
- Myriad	5%	46,181	695	46,876
- CWSYMF	2.5%	23,091	347	23,438
- non-deferred Myriad Sales & Marketing Expenses (USD75,000)		75,000	0	75,000
3 CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)		572,666	10,721	583,388
4 Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) *) to the extent not already recouped				
5 Completion Guarantor's Advance (if any)				
6 Myriad:				
- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis in respect of all sums applied under items A1 - A5 above	12.5%			
- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A7 below	12.5%			
- the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)				
7 in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:				
- Killer Films (USD25,000)				
- Myriad (USD25,000)				
8 Myriad:				
- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 and A6	7.5%			
- on a going forward basis in payment of a part of the Myriad Sales Representative Commission of Gross Receipts applied under item A9 and A10 below	17.5%			
9 on a pro rata and pari passu basis, as follows:				
- Venture 4th until full recoupment of its bridge fee of USD25,000				
- Eric Eisner until full recoupment of his investment of USD2,500				
- Killer Films until full recoupment of deferred development costs of USD30,152				
- Myriad until full recoupment of deferred development costs of USD15,000				
- Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893				
- Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film				
10 towards payment of deferred participations on a pro rata and pari passu basis, as follows:				
- Clay Ford (USD50,000)	12.66%			
- Eric Eisner (USD10,000)	2.53%			
- Han Ritter (USD15,000)	3.80%			
- Jim Sturgess (USD75,000)	18.99%			
- Killer Films (USD75,000)	18.99%			
- Lorenzo di Bonaventura (USD25,000)	6.33%			
- Philip von Alvensleben (USD30,000)	7.59%			
- Myriad (USD75,000)	18.99%			
- Tristan Patterson (USD40,000)	10.13%			
11 Myriad:				
- the outstanding balance of the Myriad Sales Representative Commission, from first dollar on a retroactive basis to the extent not already paid under items A2 , A6 and A8	2.5%			
- on a going forward basis in payment of the full Myriad Sales Representative Commission	20%			
12 the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10				
Total allocated per Statement date		923,629	13,896	937,525

*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.

Schedule 5B

Title: **Electric Slide**

Currency: USD

	Totals previous accounting period	Statement	Total
Collected Gross Receipts:			
Domestic Territory	125,000	0	125,000

Distribution of Collected Gross Receipts

1	FCAM:				
	- FCAM's Remuneration (up to USD3M) thereafter;	1%	1,250	0	1,250
	- FCAM's Remuneration (up to USD6M) thereafter;	0.75%			
	- FCAM's Remuneration (total cap of USD75,000)	0.50%			
	- FCAM Expenses (capped at USD1,500 per annum)		54	0	54
2	Residuals Set-Aside	8%	10,000	0	10,000
3	towards payment of the Domestic Sales Representative Commission, as follows:				
	- Domestic Sales Agent	5%	6,250	0	6,250
	- Myriad	2.5%	3,125	0	3,125
	- CWSYMF	2.5%	3,125	0	3,125
4	CWSYMF until full recoupment of the MHC Indebtedness (CDN2,634,094 plus fees and interest)		101,196	0	101,196
5	Three Point until full recoupment of the Three Point Indebtedness (USD400,000 plus fees and interest) to the extent not already recouped	*)			
6	Completion Guarantor's Advance (if any)				
7	Myriad:				
	- until full recoupment of the Domestic Sales Representative Deferred Fee, on a retroactive basis	2.5%			
8	Myriad:				
	- Myriad Sales Representative Commission, from first dollar on a retroactive basis				
	- the outstanding balance of the Myriad Sales and Marketing Expenses (USD125,000)				
9	in payment of producer fees, to the extent not paid out of the contingency from the budget of the Film, on a pro rata and pari passu basis, as follows:				
	- Killer Films (USD25,000)				
	- Myriad (USD25,000)				
10	on a pro rata and pari passu basis, as follows:				
	- Venture 4th until full recoupment of its bridge fee of USD25,000				
	- Eric Eisner until full recoupment of his investment of USD2,500				
	- Killer Films until full recoupment of deferred development costs of USD30,152				
	- Myriad until full recoupment of deferred development costs of USD15,000				
	- Myriad until full recoupment of the costs of obtaining E&O Insurance of USD7,893				
	- Myriad until full recoupment of an equity contribution of USD95,000 to the Film, as well as any other amounts contributed by Myriad towards the production of the Film				
11	towards payment of deferred participations on a pro rata and pari passu basis, as follows:				
	- Clay Ford (USD50,000)	12.66%			
	- Eric Eisner (USD10,000)	2.53%			
	- Han Ritter (USD15,000)	3.80%			
	- Jim Sturgess (USD75,000)	18.99%			
	- Killer Films (USD75,000)	18.99%			
	- Lorenzo di Bonaventura (USD25,000)	6.33%			
	- Philip von Alvensleben (USD30,000)	7.59%			
	- Myriad (USD75,000)	18.99%			
	- Tristan Patterson (USD40,000)	10.13%			
12	the balance remaining shall form "Net Profits" and shall be applied as set out in Schedule 10				

Total allocated per Statement date	125,000	0	125,000
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*) If there are tax credit proceeds in excess of the Three Point Indebtedness and the MHC Indebtedness has not been repaid in full, the Excess Tax Credits shall be applied to items 1 and 3 of this part A, and if the Excess Tax Credits extinguish the MHC Indebtedness, then sequentially from item 6 of this part A

Freeway CAM B.V.**Schedule 10**

Title: **Electric Slide**
 Currency: USD

	Totals previous accounting period	Statement	Total
Net Profits:			
Schedule 5A, item 12	0	0	0
Schedule 5B, item 12	0	0	0
Total	0	0	0

Net Profits shall be applied on a pari passu basis, as follows:

- MHC	12.5%		
- CWSYMF	12.5%		
- Myriad Pictures	16%		
- Tristan Patterson	14%		
- Killer Films	12%		
- Jim Sturgess	10%		
- Isabel Lucas	5%		
- Clay Ford	5%		
- Light Iron Digital	2.5%		
- Lorenzo di Bonaventura	2%		
- Eric Eisner	3%		
- Hans Ritter	2%		
- Chloe Sevigny	1%		
- Christopher Lambert	1%		
- Patricia Arquette	1%		
- Vinessa Shaw	0.5%		
Total allocated per Statement date	0	0	0

Freeway CAM B.V.

Entitlement Summary

Title: Electric Slide
 Currency : USD
 Reporting period: through JUN 2017

<u>Allocation previous Collection Account balance</u>		Totals
FCAM's Remuneration	1,150	
FCAM Expenses	727	
Residuals	83,890	
Myriad Sales Representative Commission	5,749	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	6,250	
CWSYMF	98,825	
Three Point	0	
Total	a	196,591

<u>Payments</u>		
FCAM's Remuneration	(1,150)	
FCAM Expenses	(162)	
Residuals	0	
Myriad Sales Representative Commission	(5,749)	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	0	
CWSYMF	(98,825)	
Three Point	0	
Total	b	(105,885)

<u>Allocation of Collected Gross Receipts</u>		
FCAM's Remuneration	139	
FCAM Expenses	882	
Residuals	1,112	
Myriad Sales Representative Commission	695	
Myriad Sales & Marketing Expenses	0	
Domestic Sales Agent	0	
CWSYMF	11,069	
Three Point	0	
Total	c	13,896

<u>Entitlements</u>			
Beneficiaries:	Payment Date	Amount	Total
FCAM's Remuneration	06-Jul-17	138.96	
FCAM Expenses	06-Jul-17	1,447.33	
Residuals		85,002.04	
Myriad Sales Representative Commission	06-Jul-17	694.81	
Myriad Sales & Marketing Expenses		0.00	
Domestic Sales Agent	06-Jul-17	6,250.00	
CWSYMF	06-Jul-17	11,068.88	
Three Point		0.00	
Total	a+b+c		104,602.03

Ginger and Rosa



COLLECTION STATEMENT

Title: Ginger and Rosa
Reporting Period: through DEC 13, 2012

Statement No.: **GaR/ 02.**
Date: 14/Dec/12

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
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Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Account

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account number: **GB49 COUT 1800 0205 9121 72** (Coutts)

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
inception	Collection Account balance		0.00	0.00	0.00
7-Sep-12	Artificial Eye Film	UK	23,706.05		
14-Sep-12	Tele Munchen	Germany	64,189.73		
16-Oct-12	Festival payment	Abu Dhabi	804.12		
5-Nov-12	Union Pictures of Canada	Canada	12,437.81		
	<u>deemed receipt:</u>				
	Festival payment	Abu Dhabi	807.58		
	<u>deemed payment:</u>				
	Sales Agent's Sales Commission			(807.58)	
14-Nov-12	Collection Account balance		101,945.29	(807.58)	101,137.71
26-Nov-12	FCAM's Remuneration			(4,168.45)	
	Sales Agent's Sales Commission			(5,233.57)	
	Sales Expenses			(21,387.12)	
	Miso			(1,146.98)	
	BFI			(6,052.44)	
	Adventure Pictures Ltd			(17,319.28)	
	Sally Potter			(19,755.53)	
	Andrew Litvin			(1,862.29)	
	Christopher Sheppard			(12,477.33)	
13-Dec-12	Collection Account balance		101,945.29	(90,210.57)	11,734.72

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
ROW Gross Receipts	37,755.56	0.00	37,755.56
German Gross Receipts	64,189.73	0.00	64,189.73
Total Payments:			
FCAM's Remuneration	0.00	(4,168.45)	(4,168.45)
FCAM Expenses	0.00	0.00	0.00
Sales Agent's Presale Commission	0.00	0.00	0.00
Sales Agent's Sales Commission	(807.58)	(5,233.57)	(6,041.15)
Sales Expenses	0.00	(21,387.12)	(21,387.12)
Producer Funding	0.00	0.00	0.00
Miso	0.00	(1,146.98)	(1,146.98)
Adventure Pictures Ltd	0.00	(17,319.28)	(17,319.28)
Sally Potter	0.00	(19,755.53)	(19,755.53)
BFI	0.00	(6,052.44)	(6,052.44)
Andrew Litvin	0.00	(1,862.29)	(1,862.29)
Christopher Sheppard	0.00	(12,477.33)	(12,477.33)
Collection Account balance	101,137.71	(89,402.99)	11,734.72

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account no.: **GB49 COUT 1800 0205 9121 72**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
A ROW Gross Receipts		37,756	0	37,756
- balance remaining from Schedule 5B (to be applied under items A4 - A13)		0	0	0
**C Producer Collateral Receipts		0	0	0
Total		37,756	0	37,756
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	1,952	0	1,952
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		150	0	150
2 an amount equal to the Sales Agent's Presale Commission (EUR8,000 and USD8,000) shall be held in the Collection Account until no later than 3 months after the Delivery Date, and after the same is confirmed by the Producer; either		11,435	0	11,435
i) to the Sales Agent in payment of the Sales Agent's Presale Commission if the Producer confirms that the Presale Minimum Guarantees have been received in full by or on behalf of the Producer; or				
ii) first to the Producer in payment of the Producer Funding if the Producer confirms that the Presale Minimum Guarantees have not been received by or on behalf of the Producer in full;				
and second, any excess Sales Agent's Presale Commission shall be paid to the Sales Agent in payment of the Sales Agent's Presale Commission				
3 in payment of 50% of the Sales Agent's Sales Commission				
- up to EUR1,000,000 of ROW Gross Receipts thereafter	7.5%	2,832	0	2,832
- North America	5%			
- overages	5%			
4 Sales Expenses, capped at EUR81,000		21,387	0	21,387
- outside cap expenses, to be approved by the Funders				
5 to Producer until payment in full of the UK Tax Credit Shortfall (if any)				
6 to CWSYMF towards recoupment of the MHC Gap Loan (GBP566,667) plus interest, the exact amount to be advised in writing				
7 - to Producer until payment in full of the balance of the Producer Funding; and thereafter				
- to the extent that Producer has recouped part of the Producer Funding out of any Individual Producer Heldback Fees, to Andrew Litvin, Adventure Pictures Limited and Sally Potter Films Limited towards reimbursement of such amounts that were applied by Producer towards payment of the Producer Funding (tba)				
8 Sales Agent:				
i) in payment of any Sales Agent's Presale Commission paid to Producer under item A2 above				
ii) 50% of the Sales Agent's Sales Commission on all ROW Gross Receipts under A1-7 above and 100% of Sales Agent's Sales Commission on an ongoing basis in respect of all future ROW Gross Receipts				
9 Zomart towards recoupment of the Zomart Investment of GBP150,000 plus a 15% premium (GBP22,500) thereon				
10 on a pro rata and pari passu basis, as follows:				
*) - Deferments up to a maximum amount of GBP34,743:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
- Additional Deferments up to a maximum amount of GBP314,741				
- Miso (GBP6,159)	1.96%			
- Adventure Pictures Ltd (GBP93,000)	29.55%			
- Sally Potter (GBP106,082)	33.70%			
- BFI (GBP32,500)	10.33%			
- Andrew Litvin (GBP10,000)	3.18%			
- Christopher Sheppard (GBP67,000)	21.29%			
11 on a pari passu basis, as follows:				
a) DFI towards recoupment of the DFI Investment (DKr2,000,000)	6.9%			
b) on a pro rata and pari passu basis, as follows:	93.1%			
- BFI Investment				
- BBC Equity Advance (GBP100,000)				
- Nordisk deferment of DKR543,310 (plus a 20% premium thereon)				
*) - Deferments:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
*) - UK Tax Credit Entitlement Sum				
12 Completion Guarantor's Advances (if any); thereafter to the extent that Completion Guarantor shall have recouped any part of the Completion Guarantor's Advances pursuant to items 10 and/or 11 above to the Deferees and the Film Production Company in payment of the Deferments and the UK Tax Credit Entitlement Sum				
13 the balance shall form "Net Profits" and shall be applied as follows:				
i) Equity	3.0%			
ii) Film Production Company	47.0%			
iii) on a pari passu basis, as follows:				
A. BFI	30.63%			
B. BBC	3.01%			
C. DFI/Miso	7%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	6%			
E. Producer	1%			
F. Zomart	2.36%			
SAVE that if the MHC Gap Loan remains outstanding 120 days after the MHC Repayment Date, such shares shall be allocated as to:				
A. BFI	27.07%			
B. BBC	2.66%			
C. DFI/Miso	6.19%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	11%			
E. Producer	1%			
F. Zomart	2.08%			
Total allocated per Statement date		37,756	0	37,756

*) in case the Completion Guarantor has advanced Completion Guarantor's Advances, the sums payable in respect of the Deferments and the UK Tax Credit Entitlement Sum shall be applied in payment of the Completion Guarantor's Advances first and only thereafter on a pro rata and pari passu basis in payment of the Deferments and the UK Tax Credit Entitlement Sum

**) Sales Agent shall not be entitled to any Sales Commission or Sales Expenses from Producer Collateral Receipts comprising the UK Tax Credit Amount

Freeway CAM B.V.**Schedule 5B**

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account no.: **GB49 COUT 1800 0205 9121 72**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
B German Gross Receipts		64,190	0	64,190
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	2,216	0	2,216
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		150	0	150
2 in payment of 50% of the Sales Agent's Sales Commission				
- Germany Territory	5%	3,209	0	3,209
- overages	5%			
3 on a pro rata and pari passu basis in payment of the Additional Deferments:				
i) Miso (GBP6,159)	1.96%	1,147	0	1,147
ii) Adventure Pictures Ltd (GBP93,000)	29.55%	17,319	0	17,319
iii) Sally Potter (GBP106,082)	33.70%	19,756	0	19,756
iv) BFI (GBP32,500)	10.33%	6,052	0	6,052
v) Andrew Litvin (GBP10,000)	3.18%	1,862	0	1,862
vi) Christopher Sheppard (GBP67,000)	21.29%	12,477	0	12,477
4 the balance shall be payable in accordance with items A4 - A13 (inclusive)				
Total allocated per Statement date		64,190	0	64,190

Title: Ginger and Rosa
Currency : GBP
Account no: GB49 COUT 1800 0205 9121 72

Allocation previous Collection Account balance		Totals
FCAM's Remuneration	4,168	
FCAM Expenses	300	
Sales Agent's Presale Commission	11,435	
Sales Agent's Sales Commission	5,234	
Sales Expenses	21,387	
Producer Funding	0	
Miso	1,147	
Adventure Pictures Ltd	17,319	
Sally Potter	19,756	
BFI	6,052	
Andrew Litvin	1,862	
Christopher Sheppard	12,477	
Total	a	101,138

Payments		
FCAM's Remuneration	(4,168)	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	(5,234)	
Sales Expenses	(21,387)	
Producer Funding	0	
Miso	(1,147)	
Adventure Pictures Ltd	(17,319)	
Sally Potter	(19,756)	
BFI	(6,052)	
Andrew Litvin	(1,862)	
Christopher Sheppard	(12,477)	
Total	b	(89,403)

Allocation of Collected Gross Receipts		
FCAM's Remuneration	0	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	0	
Sales Expenses	0	
Producer Funding	0	
Miso	0	
Adventure Pictures Ltd	0	
Sally Potter	0	
BFI	0	
Andrew Litvin	0	
Christopher Sheppard	0	
Total	c	0

Entitlements			
Beneficiaries	Payment Date	Amount	Total
FCAM's Remuneration		0.00	
FCAM Expenses		300.00	
Sales Agent's Presale Commission		11,434.72	
Sales Agent's Sales Commission		0.00	
Sales Expenses		0.00	
Producer Funding		0.00	
Miso		0.00	
Adventure Pictures Ltd		0.00	
Sally Potter		0.00	
BFI		0.00	
Andrew Litvin		0.00	
Christopher Sheppard		0.00	
Total	a+b+c		11,734.72



COLLECTION STATEMENT

Title: Ginger and Rosa
Reporting Period: through March 8, 2013

Statement No.: **GaR/ 03.**
Date: 12/Mar/13

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Account

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account number: **GB49 COUT 1800 0205 9121 72** (Coutts)

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
inception	Collection Account balance		0.00	0.00	0.00
7-Sep-12	Artificial Eye Film	UK	23,706.05		
14-Sep-12	Tele Munchen	Germany	64,189.73		
16-Oct-12	Festival payment	Abu Dhabi	804.12		
5-Nov-12	Union Pictures of Canada	Canada	12,437.81		
	<u>deemed receipt:</u>				
	Festival payment	Abu Dhabi	807.58		
	<u>deemed payment:</u>				
	Sales Agent's Sales Commission			(807.58)	
14-Nov-12	Collection Account balance		101,945.29	(807.58)	101,137.71
26-Nov-12	FCAM's Remuneration			(4,168.45)	
	Sales Agent's Sales Commission			(5,233.57)	
	Sales Expenses			(21,387.12)	
	Miso			(1,146.98)	
	BFI			(6,052.44)	
	Adventure Pictures Ltd			(17,319.28)	
	Sally Potter			(19,755.53)	
	Andrew Litvin			(1,862.29)	
	Christopher Sheppard			(12,477.33)	
13-Dec-12	Collection Account balance		101,945.29	(90,210.57)	11,734.72
27-Feb-13	Sarava Pictures	Latin America	188,754.22		
	refund of WHT erroneously received into collection account			(4,628.82)	
8-Mar-13	Collection Account balance		290,699.51	(94,839.39)	195,860.12

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
ROW Gross Receipts	37,755.56	184,125.40	221,880.96
German Gross Receipts	64,189.73	0.00	64,189.73
Total Payments:			
FCAM's Remuneration	(4,168.45)	0.00	(4,168.45)
FCAM Expenses	0.00	0.00	0.00
Sales Agent's Presale Commission	0.00	0.00	0.00
Sales Agent's Sales Commission	(6,041.15)	0.00	(6,041.15)
Sales Expenses	(21,387.12)	0.00	(21,387.12)
MHC Gap Loan	0.00	0.00	0.00
Miso	(1,146.98)	0.00	(1,146.98)
Adventure Pictures Ltd	(17,319.28)	0.00	(17,319.28)
Sally Potter	(19,755.53)	0.00	(19,755.53)
BFI	(6,052.44)	0.00	(6,052.44)
Andrew Litvin	(1,862.29)	0.00	(1,862.29)
Christopher Sheppard	(12,477.33)	0.00	(12,477.33)
Collection Account balance	11,734.72	184,125.40	195,860.12

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account no.: **GB49 COUT 1800 0205 9121 72**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
A ROW Gross Receipts		37,756	184,125	221,881
- balance remaining from Schedule 5B (to be applied under items A4 - A13)		0	0	0
**C Producer Collateral Receipts		0	0	0
Total		37,756	184,125	221,881
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	1,952	1,841	3,793
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		150	0	150
2 an amount equal to the Sales Agent's Presale Commission (EUR8,000 and USD8,000) shall be held in the Collection Account until no later than 3 months after the Delivery Date, and after the same is confirmed by the Producer; either		11,435	0	11,435
i) to the Sales Agent in payment of the Sales Agent's Presale Commission if the Producer confirms that the Presale Minimum Guarantees have been received in full by or on behalf of the Producer; or				
ii) first to the Producer in payment of the Producer Funding if the Producer confirms that the Presale Minimum Guarantees have not been received by or on behalf of the Producer in full;				
and second, any excess Sales Agent's Presale Commission shall be paid to the Sales Agent in payment of the Sales Agent's Presale Commission				
3 in payment of 50% of the Sales Agent's Sales Commission				
- up to EUR1,000,000 of ROW Gross Receipts thereafter	7.5%	2,832	13,809	16,641
- North America	5%			
- overages	5%			
4 Sales Expenses, capped at EUR81,000		21,387	0	21,387
- outside cap expenses, to be approved by the Funders				
5 to Producer until payment in full of the UK Tax Credit Shortfall (if any)		0	0	0
6 to CWSYMF towards recoupment of the MHC Gap Loan (GBP566,667) plus interest, the exact amount to be advised in writing		0	168,475	168,475
7 - to Producer until payment in full of the balance of the Producer Funding; and thereafter				
- to the extent that Producer has recouped part of the Producer Funding out of any Individual Producer Heldback Fees, to Andrew Litvin, Adventure Pictures Limited and Sally Potter Films Limited towards reimbursement of such amounts that were applied by Producer towards payment of the Producer Funding (tba)				
8 Sales Agent:				
i) in payment of any Sales Agent's Presale Commission paid to Producer under item A2 above				
ii) 50% of the Sales Agent's Sales Commission on all ROW Gross Receipts under A1-7 above and 100% of Sales Agent's Sales Commission on an ongoing basis in respect of all future ROW Gross Receipts				
9 Zomart towards recoupment of the Zomart Investment of GBP150,000 plus a 15% premium (GBP22,500) thereon				
10 on a pro rata and pari passu basis, as follows:				
*) - Deferments up to a maximum amount of GBP34,743:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
- Additional Deferments up to a maximum amount of GBP314,741				
- Miso (GBP6,159)	1.96%			
- Adventure Pictures Ltd (GBP93,000)	29.55%			
- Sally Potter (GBP106,082)	33.70%			
- BFI (GBP32,500)	10.33%			
- Andrew Litvin (GBP10,000)	3.18%			
- Christopher Sheppard (GBP67,000)	21.29%			
11 on a pari passu basis, as follows:				
a) DFI towards recoupment of the DFI Investment (DKr2,000,000)	6.9%			
b) on a pro rata and pari passu basis, as follows:	93.1%			
- BFI Investment				
- BBC Equity Advance (GBP100,000)				
- Nordisk deferment of DKR543,310 (plus a 20% premium thereon)				
*) - Deferments:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
*) - UK Tax Credit Entitlement Sum				
12 Completion Guarantor's Advances (if any); thereafter to the extent that Completion Guarantor shall have recouped any part of the Completion Guarantor's Advances pursuant to items 10 and/or 11 above to the Deferees and the Film Production Company in payment of the Deferments and the UK Tax Credit Entitlement Sum				
13 the balance shall form "Net Profits" and shall be applied as follows:				
i) Equity	3.0%			
ii) Film Production Company	47.0%			
iii) on a pari passu basis, as follows:				
A. BFI	30.63%			
B. BBC	3.01%			
C. DFI/Miso	7%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	6%			
E. Producer	1%			
F. Zomart	2.36%			
SAVE that if the MHC Gap Loan remains outstanding 120 days after the MHC Repayment Date, such shares shall be allocated as to:				
A. BFI	27.07%			
B. BBC	2.66%			
C. DFI/Miso	6.19%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	11%			
E. Producer	1%			
F. Zomart	2.08%			
Total allocated per Statement date		37,756	184,125	221,881

*) in case the Completion Guarantor has advanced Completion Guarantor's Advances, the sums payable in respect of the Deferments and the UK Tax Credit Entitlement Sum shall be applied in payment of the Completion Guarantor's Advances first and only thereafter on a pro rata and pari passu basis in payment of the Deferments and the UK Tax Credit Entitlement Sum

**) Sales Agent shall not be entitled to any Sales Commission or Sales Expenses from Producer Collateral Receipts comprising the UK Tax Credit Amount

Freeway CAM B.V.

Schedule 5B

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account no.: **GB49 COUT 1800 0205 9121 72**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
B German Gross Receipts		64,190	0	64,190
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	2,216	0	2,216
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		150	0	150
2 in payment of 50% of the Sales Agent's Sales Commission				
- Germany Territory	5%	3,209	0	3,209
- overages	5%			
3 on a pro rata and pari passu basis in payment of the Additional Deferments:				
i) Miso (GBP6,159)	1.96%	1,147	0	1,147
ii) Adventure Pictures Ltd (GBP93,000)	29.55%	17,319	0	17,319
iii) Sally Potter (GBP106,082)	33.70%	19,756	0	19,756
iv) BFI (GBP32,500)	10.33%	6,052	0	6,052
v) Andrew Litvin (GBP10,000)	3.18%	1,862	0	1,862
vi) Christopher Sheppard (GBP67,000)	21.29%	12,477	0	12,477
4 the balance shall be payable in accordance with items A4 - A13 (inclusive)				
Total allocated per Statement date		64,190	0	64,190

Title: Ginger and Rosa
 Currency : GBP
 Account no: GB49 COUT 1800 0205 9121 72

Allocation previous Collection Account balance**Totals**

FCAM's Remuneration	0	
FCAM Expenses	300	
Sales Agent's Presale Commission	11,435	
Sales Agent's Sales Commission	0	
Sales Expenses	0	
MHC Gap Loan	0	
Miso	0	
Adventure Pictures Ltd	0	
Sally Potter	0	
BFI	0	
Andrew Litvin	0	
Christopher Sheppard	0	
Total	a	11,735

Payments

FCAM's Remuneration	0	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	0	
Sales Expenses	0	
MHC Gap Loan	0	
Miso	0	
Adventure Pictures Ltd	0	
Sally Potter	0	
BFI	0	
Andrew Litvin	0	
Christopher Sheppard	0	
Total	b	0

Allocation of Collected Gross Receipts

FCAM's Remuneration	1,841	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	13,809	
Sales Expenses	0	
MHC Gap Loan	168,475	
Miso	0	
Adventure Pictures Ltd	0	
Sally Potter	0	
BFI	0	
Andrew Litvin	0	
Christopher Sheppard	0	
Total	c	184,125

Entitlements

Beneficiaries	Payment Date	Amount	Total
FCAM's Remuneration	18-Mar-13	1,841.25	
FCAM Expenses		300.00	
Sales Agent's Presale Commission	18-Mar-13	11,434.72	
Sales Agent's Sales Commission	18-Mar-13	13,809.41	
Sales Expenses		0.00	
MHC Gap Loan		168,474.74 *)	
Miso		0.00	
Adventure Pictures Ltd		0.00	
Sally Potter		0.00	
BFI		0.00	
Andrew Litvin		0.00	
Christopher Sheppard		0.00	
Total	a+b+c		195,860.12

*) pending until notification is recieved in respect of UK Tax Credit Shortfall



COLLECTION STATEMENT

Title: Ginger and Rosa
Reporting Period: through March 31, 2013

Statement No.: **GaR/ 04.**
Date: 10/Apr/13

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Account

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account number: **GB49 COUT 1800 0205 9121 72** (Courtts)

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
inception	Collection Account balance		0.00	0.00	0.00
7-Sep-12	Artificial Eye Film	UK	23,706.05		
14-Sep-12	Tele Munchen	Germany	64,189.73		
16-Oct-12	Festival payment	Abu Dhabi	804.12		
5-Nov-12	Union Pictures of Canada	Canada	12,437.81		
	<u>deemed receipt:</u>				
	Festival payment	Abu Dhabi	807.58		
	<u>deemed payment:</u>				
	Sales Agent's Sales Commission			(807.58)	
14-Nov-12	Collection Account balance		101,945.29	(807.58)	101,137.71
26-Nov-12	FCAM's Remuneration			(4,168.45)	
	Sales Agent's Sales Commission			(5,233.57)	
	Sales Expenses			(21,387.12)	
	Miso			(1,146.98)	
	BFI			(6,052.44)	
	Adventure Pictures Ltd			(17,319.28)	
	Sally Potter			(19,755.53)	
	Andrew Litvin			(1,862.29)	
	Christopher Sheppard			(12,477.33)	
13-Dec-12	Collection Account balance		101,945.29	(90,210.57)	11,734.72
27-Feb-13	Sarava Pictures	Latin America	188,754.22		
	refund of WHT erroneously received into collection account			(4,628.82)	
8-Mar-13	Collection Account balance		290,699.51	(94,839.39)	195,860.12
21-Mar-13	FCAM's Remuneration			(1,971.34)	
	Sales Agent's Sales Commission			(14,785.06)	
20-Mar-13	A24	US	213,492.74		
27-Mar-13	Union Pictures of Canada	Canada	51,536.43		
4-Apr-13	Nettai Museum	Japan	39,385.27		
5-Apr-13	Collection Account balance		595,113.95	(111,595.79)	483,518.16

(Collected) Gross Receipts:	Totals previous accounting period	Statement	Total
ROW Gross Receipts	221,880.96	304,414.44	526,295.40
German Gross Receipts	64,189.73	0.00	64,189.73
Total Payments:			
FCAM's Remuneration	(4,168.45)	(1,971.34)	(6,139.79)
FCAM Expenses	0.00	0.00	0.00
Sales Agent's Presale Commission	0.00	0.00	0.00
Sales Agent's Sales Commission	(6,041.15)	(14,785.06)	(20,826.21)
Sales Expenses	(21,387.12)	0.00	(21,387.12)
MHC Gap Loan	0.00	0.00	0.00
Miso	(1,146.98)	0.00	(1,146.98)
Adventure Pictures Ltd	(17,319.28)	0.00	(17,319.28)
Sally Potter	(19,755.53)	0.00	(19,755.53)
BFI	(6,052.44)	0.00	(6,052.44)
Andrew Litvin	(1,862.29)	0.00	(1,862.29)
Christopher Sheppard	(12,477.33)	0.00	(12,477.33)
Collection Account balance	195,860.12	287,658.04	483,518.16

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account no.: **GB49 COUT 1800 0205 9121 72**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
A ROW Gross Receipts		221,881	304,414	526,295
- balance remaining from Schedule 5B (to be applied under items A4 - A13)		0	0	0
**C Producer Collateral Receipts		0	0	0
Total		221,881	304,414	526,295
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	3,793	3,044	6,837
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		150	0	150
2 an amount equal to the Sales Agent's Presale Commission (EUR8,000 and USD8,000) shall be held in the Collection Account until no later than 3 months after the Delivery Date, and after the same is confirmed by the Producer; either		11,435	0	11,435
i) to the Sales Agent in payment of the Sales Agent's Presale Commission if the Producer confirms that the Presale Minimum Guarantees have been received in full by or on behalf of the Producer; or				
ii) first to the Producer in payment of the Producer Funding if the Producer confirms that the Presale Minimum Guarantees have not been received by or on behalf of the Producer in full;				
and second, any excess Sales Agent's Presale Commission shall be paid to the Sales Agent in payment of the Sales Agent's Presale Commission				
3 in payment of 50% of the Sales Agent's Sales Commission				
- up to EUR1,000,000 of ROW Gross Receipts thereafter	7.5%	16,641	22,831	39,472
- North America	5%			
- overages	5%			
4 Sales Expenses, capped at EUR81,000		21,387	0	21,387
- outside cap expenses, to be approved by the Funders				
5 to Producer until payment in full of the UK Tax Credit Shortfall (if any)		0	0	0
6 to CWSYMF towards recoupment of the MHC Gap Loan (GBP566,667) plus interest, the exact amount to be advised in writing		168,475	278,539	447,014
7 - to Producer until payment in full of the balance of the Producer Funding; and thereafter				
- to the extent that Producer has recouped part of the Producer Funding out of any Individual Producer Heldback Fees, to Andrew Litvin, Adventure Pictures Limited and Sally Potter Films Limited towards reimbursement of such amounts that were applied by Producer towards payment of the Producer Funding (tba)				
8 Sales Agent:				
i) in payment of any Sales Agent's Presale Commission paid to Producer under item A2 above				
ii) 50% of the Sales Agent's Sales Commission on all ROW Gross Receipts under A1-7 above and 100% of Sales Agent's Sales Commission on an ongoing basis in respect of all future ROW Gross Receipts				
9 Zomart towards recoupment of the Zomart Investment of GBP150,000 plus a 15% premium (GBP22,500) thereon				
10 on a pro rata and pari passu basis, as follows:				
*) - Deferments up to a maximum amount of GBP34,743:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
- Additional Deferments up to a maximum amount of GBP314,741				
- Miso (GBP6,159)	1.96%			
- Adventure Pictures Ltd (GBP93,000)	29.55%			
- Sally Potter (GBP106,082)	33.70%			
- BFI (GBP32,500)	10.33%			
- Andrew Litvin (GBP10,000)	3.18%			
- Christopher Sheppard (GBP67,000)	21.29%			
11 on a pari passu basis, as follows:				
a) DFI towards recoupment of the DFI Investment (DKr2,000,000)	6.9%			
b) on a pro rata and pari passu basis, as follows:	93.1%			
- BFI Investment				
- BBC Equity Advance (GBP100,000)				
- Nordisk deferment of DKR543,310 (plus a 20% premium thereon)				
*) - Deferments:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
*) - UK Tax Credit Entitlement Sum				
12 Completion Guarantor's Advances (if any); thereafter to the extent that Completion Guarantor shall have recouped any part of the Completion Guarantor's Advances pursuant to items 10 and/or 11 above to the Deferees and the Film Production Company in payment of the Deferments and the UK Tax Credit Entitlement Sum				
13 the balance shall form "Net Profits" and shall be applied as follows:				
i) Equity	3.0%			
ii) Film Production Company	47.0%			
iii) on a pari passu basis, as follows:				
A. BFI	30.63%			
B. BBC	3.01%			
C. DFI/Miso	7%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	6%			
E. Producer	1%			
F. Zomart	2.36%			
SAVE that if the MHC Gap Loan remains outstanding 120 days after the MHC Repayment Date, such shares shall be allocated as to:				
A. BFI	27.07%			
B. BBC	2.66%			
C. DFI/Miso	6.19%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	11%			
E. Producer	1%			
F. Zomart	2.08%			
Total allocated per Statement date		221,881	304,414	526,295

*) in case the Completion Guarantor has advanced Completion Guarantor's Advances, the sums payable in respect of the Deferments and the UK Tax Credit Entitlement Sum shall be applied in payment of the Completion Guarantor's Advances first and only thereafter on a pro rata and pari passu basis in payment of the Deferments and the UK Tax Credit Entitlement Sum

**) Sales Agent shall not be entitled to any Sales Commission or Sales Expenses from Producer Collateral Receipts comprising the UK Tax Credit Amount

Freeway CAM B.V.

Schedule 5B

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account no.: **GB49 COUT 1800 0205 9121 72**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
B German Gross Receipts		64,190	0	64,190
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	2,216	0	2,216
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		150	0	150
2 in payment of 50% of the Sales Agent's Sales Commission				
- Germany Territory	5%	3,209	0	3,209
- overages	5%			
3 on a pro rata and pari passu basis in payment of the Additional Deferments:				
i) Miso (GBP6,159)	1.96%	1,147	0	1,147
ii) Adventure Pictures Ltd (GBP93,000)	29.55%	17,319	0	17,319
iii) Sally Potter (GBP106,082)	33.70%	19,756	0	19,756
iv) BFI (GBP32,500)	10.33%	6,052	0	6,052
v) Andrew Litvin (GBP10,000)	3.18%	1,862	0	1,862
vi) Christopher Sheppard (GBP67,000)	21.29%	12,477	0	12,477
4 the balance shall be payable in accordance with items A4 - A13 (inclusive)				
Total allocated per Statement date		64,190	0	64,190

Title: Ginger and Rosa
 Currency : GBP
 Account no: GB49 COUT 1800 0205 9121 72

Allocation previous Collection Account balance**Totals**

FCAM's Remuneration	1,841	
FCAM Expenses	300	
Sales Agent's Presale Commission	11,435	
Sales Agent's Sales Commission	13,809	
Sales Expenses	0	
MHC Gap Loan	168,475	
Miso	0	
Adventure Pictures Ltd	0	
Sally Potter	0	
BFI	0	
Andrew Litvin	0	
Christopher Sheppard	0	
Total	a	195,860

Payments

FCAM's Remuneration	(1,971)	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	(14,785)	
Sales Expenses	0	
MHC Gap Loan	0	
Miso	0	
Adventure Pictures Ltd	0	
Sally Potter	0	
BFI	0	
Andrew Litvin	0	
Christopher Sheppard	0	
Total	b	(16,756)

Allocation of Collected Gross Receipts

FCAM's Remuneration	3,044	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	22,831	
Sales Expenses	0	
MHC Gap Loan	278,539	
Miso	0	
Adventure Pictures Ltd	0	
Sally Potter	0	
BFI	0	
Andrew Litvin	0	
Christopher Sheppard	0	
Total	c	304,414

Entitlements

Beneficiaries	Payment Date	Amount	Total
FCAM's Remuneration	12-Apr-13	2,914.06	
FCAM Expenses		300.00	
Sales Agent's Presale Commission		11,434.72	
Sales Agent's Sales Commission	12-Apr-13	21,855.43	
Sales Expenses		0.00	
MHC Gap Loan	12-Apr-13	447,013.96	
Miso		0.00	
Adventure Pictures Ltd		0.00	
Sally Potter		0.00	
BFI		0.00	
Andrew Litvin		0.00	
Christopher Sheppard		0.00	
Total	a+b+c		483,518.16



COLLECTION STATEMENT

Title: Ginger and Rosa
Reporting Period: through April 2013

Statement No.: **GaR/ 05.**
Date: 30/Apr/13

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Account

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account number: **GB49 COUT 1800 0205 9121 72** (Coutts)

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
14-Nov-12	Collection Account balance		101,945.29	(807.58)	101,137.71
26-Nov-12	FCAM's Remuneration			(4,168.45)	
	Sales Agent's Sales Commission			(5,233.57)	
	Sales Expenses			(21,387.12)	
	Miso			(1,146.98)	
	BFI			(6,052.44)	
	Adventure Pictures Ltd			(17,319.28)	
	Sally Potter			(19,755.53)	
	Andrew Litvin			(1,862.29)	
	Christopher Sheppard			(12,477.33)	
13-Dec-12	Collection Account balance		101,945.29	(90,210.57)	11,734.72
27-Feb-13	Sarava Pictures	Latin America	188,754.22		
	refund of WHT erroneously received into collection account			(4,628.82)	
8-Mar-13	Collection Account balance		290,699.51	(94,839.39)	195,860.12
21-Mar-13	FCAM's Remuneration			(1,971.34)	
	Sales Agent's Sales Commission			(14,785.06)	
20-Mar-13	A24	US	213,492.74		
27-Mar-13	Union Pictures of Canada	Canada	51,536.43		
4-Apr-13	Nettai Museum	Japan	39,385.27		
5-Apr-13	Collection Account balance		595,113.95	(111,595.79)	483,518.16
12-Apr-13	FCAM's Remuneration			(2,914.06)	
	Sales Agent's Sales Commission			(21,855.43)	
	MHC Gap Loan			(447,013.96)	
22-Apr-13	Tele Munchen	Germany	254,474.03		
30-Apr-13	Collection Account balance		849,587.98	(583,379.24)	266,208.74

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
ROW Gross Receipts	526,295.40	0.00	526,295.40
German Gross Receipts	64,189.73	254,474.03	318,663.76
Total Payments:			
FCAM's Remuneration	(6,139.79)	(2,914.06)	(9,053.85)
FCAM Expenses	0.00	0.00	0.00
Sales Agent's Presale Commission	0.00	0.00	0.00
Sales Agent's Sales Commission	(20,826.21)	(21,855.43)	(42,681.64)
Sales Expenses	(21,387.12)	0.00	(21,387.12)
MHC Gap Loan	0.00	(447,013.96)	(447,013.96)
Miso	(1,146.98)	0.00	(1,146.98)
Adventure Pictures Ltd	(17,319.28)	0.00	(17,319.28)
Sally Potter	(19,755.53)	0.00	(19,755.53)
BFI	(6,052.44)	0.00	(6,052.44)
Andrew Litvin	(1,862.29)	0.00	(1,862.29)
Christopher Sheppard	(12,477.33)	0.00	(12,477.33)
Collection Account balance	483,518.16	(217,309.42)	266,208.74

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account no.: **GB49 COUT 1800 0205 9121 72**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
A ROW Gross Receipts		526,295	0	526,295
- balance remaining from Schedule 5B (to be applied under items A4 - A13)		0	0	0
C Producer Collateral Receipts		0	0	0
Total		526,295	0	526,295
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	6,837	0	6,837
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		150	0	150
2 an amount equal to the Sales Agent's Presale Commission (EUR8,000 and USD8,000) shall be held in the Collection Account until no later than 3 months after the Delivery Date, and after the same is confirmed by the Producer; either		11,435	0	11,435
i) to the Sales Agent in payment of the Sales Agent's Presale Commission if the Producer confirms that the Presale Minimum Guarantees have been received in full by or on behalf of the Producer; or				
ii) first to the Producer in payment of the Producer Funding if the Producer confirms that the Presale Minimum Guarantees have not been received by or on behalf of the Producer in full;				
and second, any excess Sales Agent's Presale Commission shall be paid to the Sales Agent in payment of the Sales Agent's Presale Commission				
3 in payment of 50% of the Sales Agent's Sales Commission				
- up to EUR1,000,000 of ROW Gross Receipts thereafter	7.5%	39,472	0	39,472
- North America	5%			
- overages	5%			
4 Sales Expenses, capped at EUR81,000		21,387	0	21,387
- outside cap expenses, to be approved by the Funders				
5 to Producer until payment in full of the UK Tax Credit Shortfall (if any)		0	0	0
6 to CWSYMF towards recoupment of the MHC Gap Loan (GBP566,667) plus interest, the exact amount to be advised in writing		447,014	0	447,014
7 - to Producer until payment in full of the balance of the Producer Funding; and thereafter				
- to the extent that Producer has recouped part of the Producer Funding out of any Individual Producer Heldback Fees, to Andrew Litvin, Adventure Pictures Limited and Sally Potter Films Limited towards reimbursement of such amounts that were applied by Producer towards payment of the Producer Funding (tba)				
8 Sales Agent:				
i) in payment of any Sales Agent's Presale Commission paid to Producer under item A2 above				
ii) 50% of the Sales Agent's Sales Commission on all ROW Gross Receipts under A1-7 above and 100% of Sales Agent's Sales Commission on an ongoing basis in respect of all future ROW Gross Receipts				
9 Zomart towards recoupment of the Zomart Investment of GBP150,000 plus a 15% premium (GBP22,500) thereon				
10 on a pro rata and pari passu basis, as follows:				
*) - Deferments up to a maximum amount of GBP34,743:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
- Additional Deferments up to a maximum amount of GBP314,741				
- Miso (GBP6,159)	1.96%			
- Adventure Pictures Ltd (GBP93,000)	29.55%			
- Sally Potter (GBP106,082)	33.70%			
- BFI (GBP32,500)	10.33%			
- Andrew Litvin (GBP10,000)	3.18%			
- Christopher Sheppard (GBP67,000)	21.29%			
11 on a pari passu basis, as follows:				
a) DFI towards recoupment of the DFI Investment (DKr2,000,000)	6.9%			
b) on a pro rata and pari passu basis, as follows:	93.1%			
- BFI Investment				
- BBC Equity Advance (GBP100,000)				
- Nordisk deferment of DKR543,310 (plus a 20% premium thereon)				
*) - Deferments:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
*) - UK Tax Credit Entitlement Sum				
12 Completion Guarantor's Advances (if any); thereafter to the extent that Completion Guarantor shall have recouped any part of the Completion Guarantor's Advances pursuant to items 10 and/or 11 above to the Deferees and the Film Production Company in payment of the Deferments and the UK Tax Credit Entitlement Sum				
13 the balance shall form "Net Profits" and shall be applied as follows:				
i) Equity	3.0%			
ii) Film Production Company	47.0%			
iii) on a pari passu basis, as follows:				
A. BFI	30.63%			
B. BBC	3.01%			
C. DFI/Miso	7%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	6%			
E. Producer	1%			
F. Zomart	2.36%			
SAVE that if the MHC Gap Loan remains outstanding 120 days after the MHC Repayment Date, such shares shall be allocated as to:				
A. BFI	27.07%			
B. BBC	2.66%			
C. DFI/Miso	6.19%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	11%			
E. Producer	1%			
F. Zomart	2.08%			
Total allocated per Statement date		526,295	0	526,295

*) in case the Completion Guarantor has advanced Completion Guarantor's Advances, the sums payable in respect of the Deferments and the UK Tax Credit Entitlement Sum shall be applied in payment of the Completion Guarantor's Advances first and only thereafter on a pro rata and pari passu basis in payment of the Deferments and the UK Tax Credit Entitlement Sum

**) Sales Agent shall not be entitled to any Sales Commission or Sales Expenses from Producer Collateral Receipts comprising the UK Tax Credit Amount

Freeway CAM B.V.

Schedule 5B

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account no.: **GB49 COUT 1800 0205 9121 72**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
B German Gross Receipts		64,190	254,474	318,664
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	2,216	0	2,216
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		150	0	150
2 in payment of 50% of the Sales Agent's Sales Commission				
- Germany Territory	5%	3,209	0	3,209
- overages	5%			
3 on a pro rata and pari passu basis in payment of the Additional Deferments:				
i) Miso (GBP6,159)	1.96%	1,147	4,980	6,127
ii) Adventure Pictures Ltd (GBP93,000)	29.55%	17,319	75,192	92,512
iii) Sally Potter (GBP106,082)	33.70%	19,756	85,769	105,525
iv) BFI (GBP32,500)	10.33%	6,052	26,277	32,329
v) Andrew Litvin (GBP10,000)	3.18%	1,862	8,085	9,947
vi) Christopher Sheppard (GBP67,000)	21.29%	12,477	54,171	66,648
4 the balance shall be payable in accordance with items A4 - A13 (inclusive)				
Total allocated per Statement date		64,190	254,474	318,664

Title: Ginger and Rosa
 Currency : GBP
 Account no: GB49 COUT 1800 0205 9121 72

Allocation previous Collection Account balance**Totals**

FCAM's Remuneration	2,914	
FCAM Expenses	300	
Sales Agent's Presale Commission	11,435	
Sales Agent's Sales Commission	21,855	
Sales Expenses	0	
MHC Gap Loan	447,014	
Miso	0	
Adventure Pictures Ltd	0	
Sally Potter	0	
BFI	0	
Andrew Litvin	0	
Christopher Sheppard	0	
Total	a	483,518

Payments

FCAM's Remuneration	(2,914)	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	(21,855)	
Sales Expenses	0	
MHC Gap Loan	(447,014)	
Miso	0	
Adventure Pictures Ltd	0	
Sally Potter	0	
BFI	0	
Andrew Litvin	0	
Christopher Sheppard	0	
Total	b	(471,783)

Allocation of Collected Gross Receipts

FCAM's Remuneration	0	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	0	
Sales Expenses	0	
MHC Gap Loan	0	
Miso	4,980	
Adventure Pictures Ltd	75,192	
Sally Potter	85,769	
BFI	26,277	
Andrew Litvin	8,085	
Christopher Sheppard	54,171	
Total	c	254,474

Entitlements

Beneficiaries	Payment Date	Amount	Total
FCAM's Remuneration		0.00	
FCAM Expenses		300.00	
Sales Agent's Presale Commission		11,434.72	
Sales Agent's Sales Commission		0.00	
Sales Expenses		0.00	
MHC Gap Loan		0.00	
Miso	03-May-13	4,979.67	
Adventure Pictures Ltd	03-May-13	75,192.25	
Sally Potter	03-May-13	85,769.30	
BFI	03-May-13	26,276.86	
Andrew Litvin	03-May-13	8,085.19	
Christopher Sheppard	03-May-13	54,170.76	
Total	a+b+c		266,208.74



COLLECTION STATEMENT

Title: Ginger and Rosa
Reporting Period: through AUG 20, 2013

Statement No.: **GaR/ 06.**
Date: 21/Aug/13

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

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Freeway CAM B.V.

Statement of Account

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account number: **GB49 COUT 1800 0205 9121 72 (Coutts)**

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
13-Dec-12	Collection Account balance		101,945.29	(90,210.57)	11,734.72
27-Feb-13	Sarava Pictures	Latin America	188,754.22		
	refund of WHT erroneously received into collection account			(4,628.82)	
8-Mar-13	Collection Account balance		290,699.51	(94,839.39)	195,860.12
21-Mar-13	FCAM's Remuneration			(1,971.34)	
	Sales Agent's Sales Commission			(14,785.06)	
20-Mar-13	A24	US	213,492.74		
27-Mar-13	Union Pictures of Canada	Canada	51,536.43		
4-Apr-13	Nettai Museum	Japan	39,385.27		
5-Apr-13	Collection Account balance		595,113.95	(111,595.79)	483,518.16
12-Apr-13	FCAM's Remuneration			(2,914.06)	
	Sales Agent's Sales Commission			(21,855.43)	
	MHC Gap Loan			(447,013.96)	
22-Apr-13	Tele Munchen	Germany	254,474.03		
30-Apr-13	Collection Account balance		849,587.98	(583,379.24)	266,208.74
3-May-13	Miso			(4,979.67)	
	Adventure Pictures Ltd			(75,192.25)	
	Sally Potter			(85,769.30)	
	BFI			(26,276.86)	
	Andrew Litvin			(8,085.19)	
	Christopher Sheppard			(54,170.76)	
17-Jun-13	Greenarae Media	South Korea	1,511.43		
25-Jun-13	AMP International	UAE, Singapore	5,072.88		
10-Jul-13	AMP International	Oman	3,312.79		
	FCAM's Remuneration			542.93	
19-Aug-13	HBO	Central Europe	6,008.48		
20-Aug-13	Collection Account balance		865,493.56	(837,310.34)	28,183.22

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
ROW Gross Receipts	526,295.40	15,905.58	542,200.98
German Gross Receipts	318,663.76	0.00	318,663.76
Total Payments:			
FCAM's Remuneration	(9,053.85)	542.93	(8,510.92)
FCAM Expenses	0.00	0.00	0.00
Sales Agent's Presale Commission	0.00	0.00	0.00
Sales Agent's Sales Commission	(42,681.64)	0.00	(42,681.64)
Sales Expenses	(21,387.12)	0.00	(21,387.12)
MHC Gap Loan	(447,013.96)	0.00	(447,013.96)
Miso	(1,146.98)	(4,979.67)	(6,126.65)
Adventure Pictures Ltd	(17,319.28)	(75,192.25)	(92,511.53)
Sally Potter	(19,755.53)	(85,769.30)	(105,524.83)
BFI	(6,052.44)	(26,276.86)	(32,329.30)
Andrew Litvin	(1,862.29)	(8,085.19)	(9,947.48)
Christopher Sheppard	(12,477.33)	(54,170.76)	(66,648.09)
Collection Account balance	266,208.74	(238,025.52)	28,183.22

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account no.: **GB49 COUT 1800 0205 9121 72**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
A ROW Gross Receipts		526,295	15,906	542,201
- balance remaining from Schedule 5B (to be applied under items A4 - A13)		0	563	563
C Producer Collateral Receipts		0	0	0
Total		526,295	16,469	542,764
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	6,837	1,734	8,571
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		150	0	150
2 an amount equal to the Sales Agent's Presale Commission (EUR8,000 and USD8,000) shall be held in the Collection Account until no later than 3 months after the Delivery Date, and after the same is confirmed by the Producer; either		11,435	0	11,435
i) to the Sales Agent in payment of the Sales Agent's Presale Commission if the Producer confirms that the Presale Minimum Guarantees have been received in full by or on behalf of the Producer; or				
ii) first to the Producer in payment of the Producer Funding if the Producer confirms that the Presale Minimum Guarantees have not been received by or on behalf of the Producer in full;				
and second, any excess Sales Agent's Presale Commission shall be paid to the Sales Agent in payment of the Sales Agent's Presale Commission				
3 in payment of 50% of the Sales Agent's Sales Commission				
- up to EUR1,000,000 of ROW Gross Receipts thereafter	7.5%	39,472	1,193	40,665
- North America	5%			
- overages	5%			
4 Sales Expenses, capped at EUR81,000		21,387	0	21,387
- outside cap expenses, to be approved by the Funders				
5 to Producer until payment in full of the UK Tax Credit Shortfall (if any)		0	0	0
6 to CWSYMF towards recoupment of the MHC Gap Loan (GBP566,667) plus interest, the exact amount to be advised in writing		447,014	13,542	460,556
7 - to Producer until payment in full of the balance of the Producer Funding; and thereafter				
- to the extent that Producer has recouped part of the Producer Funding out of any Individual Producer Heldback Fees, to Andrew Litvin, Adventure Pictures Limited and Sally Potter Films Limited towards reimbursement of such amounts that were applied by Producer towards payment of the Producer Funding (tba)				
8 Sales Agent:				
i) in payment of any Sales Agent's Presale Commission paid to Producer under item A2 above				
ii) 50% of the Sales Agent's Sales Commission on all ROW Gross Receipts under A1-7 above and 100% of Sales Agent's Sales Commission on an ongoing basis in respect of all future ROW Gross Receipts				
9 Zomart towards recoupment of the Zomart Investment of GBP150,000 plus a 15% premium (GBP22,500) thereon				
10 on a pro rata and pari passu basis, as follows:				
*) - Deferments up to a maximum amount of GBP34,743:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
- Additional Deferments up to a maximum amount of GBP314,741				
- Miso (GBP6,159)	1.96%			
- Adventure Pictures Ltd (GBP93,000)	29.55%			
- Sally Potter (GBP106,082)	33.70%			
- BFI (GBP32,500)	10.33%			
- Andrew Litvin (GBP10,000)	3.18%			
- Christopher Sheppard (GBP67,000)	21.29%			
11 on a pari passu basis, as follows:				
a) DFI towards recoupment of the DFI Investment (DKr2,000,000)	6.9%			
b) on a pro rata and pari passu basis, as follows:	93.1%			
- BFI Investment				
- BBC Equity Advance (GBP100,000)				
- Nordisk deferment of DKR543,310 (plus a 20% premium thereon)				
*) - Deferments:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
*) - UK Tax Credit Entitlement Sum				
12 Completion Guarantor's Advances (if any); thereafter to the extent that Completion Guarantor shall have recouped any part of the Completion Guarantor's Advances pursuant to items 10 and/or 11 above to the Deferees and the Film Production Company in payment of the Deferments and the UK Tax Credit Entitlement Sum				
13 the balance shall form "Net Profits" and shall be applied as follows:				
i) Equity	3.0%			
ii) Film Production Company	47.0%			
iii) on a pari passu basis, as follows:				
A. BFI	30.63%			
B. BBC	3.01%			
C. DFI/Miso	7%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	6%			
E. Producer	1%			
F. Zomart	2.36%			
SAVE that if the MHC Gap Loan remains outstanding 120 days after the MHC Repayment Date, such shares shall be allocated as to:				
A. BFI	27.07%			
B. BBC	2.66%			
C. DFI/Miso	6.19%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	11%			
E. Producer	1%			
F. Zomart	2.08%			
Total allocated per Statement date		526,295	16,469	542,764

*) in case the Completion Guarantor has advanced Completion Guarantor's Advances, the sums payable in respect of the Deferments and the UK Tax Credit Entitlement Sum shall be applied in payment of the Completion Guarantor's Advances first and only thereafter on a pro rata and pari passu basis in payment of the Deferments and the UK Tax Credit Entitlement Sum

**) Sales Agent shall not be entitled to any Sales Commission or Sales Expenses from Producer Collateral Receipts comprising the UK Tax Credit Amount

Freeway CAM B.V.

Schedule 5B

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account no.: **GB49 COUT 1800 0205 9121 72**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
B German Gross Receipts		318,664	0	318,664
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	2,216	(2,216)	0
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		150	0	150
2 in payment of 50% of the Sales Agent's Sales Commission				
- Germany Territory	5%	3,209	0	3,209
- overages	5%			
3 on a pro rata and pari passu basis in payment of the Additional Deferments:				
i) Miso (GBP6,159)	1.96%	6,127	32	6,159
ii) Adventure Pictures Ltd (GBP93,000)	29.55%	92,512	488	93,000
iii) Sally Potter (GBP106,082)	33.70%	105,525	557	106,082
iv) BFI (GBP32,500)	10.33%	32,329	171	32,500
v) Andrew Litvin (GBP10,000)	3.18%	9,947	53	10,000
vi) Christopher Sheppard (GBP67,000)	21.29%	66,648	352	67,000
4 the balance shall be payable in accordance with items A4 - A13 (inclusive)		0	563	563
Total allocated per Statement date		318,664	0	318,664

Title: Ginger and Rosa
 Currency : GBP
 Account no: GB49 COUT 1800 0205 9121 72

Allocation previous Collection Account balance**Totals**

FCAM's Remuneration	0	
FCAM Expenses	300	
Sales Agent's Presale Commission	11,435	
Sales Agent's Sales Commission	0	
Sales Expenses	0	
MHC Gap Loan	0	
Miso	4,980	
Adventure Pictures Ltd	75,192	
Sally Potter	85,769	
BFI	26,277	
Andrew Litvin	8,085	
Christopher Sheppard	54,171	
Total	a	266,209

Payments

FCAM's Remuneration	543	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	0	
Sales Expenses	0	
MHC Gap Loan	0	
Miso	(4,980)	
Adventure Pictures Ltd	(75,192)	
Sally Potter	(85,769)	
BFI	(26,277)	
Andrew Litvin	(8,085)	
Christopher Sheppard	(54,171)	
Total	b	(253,931)

Allocation of Collected Gross Receipts

FCAM's Remuneration	(483)	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	1,193	
Sales Expenses	0	
MHC Gap Loan	13,542	
Miso	32	
Adventure Pictures Ltd	488	
Sally Potter	557	
BFI	171	
Andrew Litvin	53	
Christopher Sheppard	352	
Total	c	15,906

Entitlements

Beneficiaries	Payment Date	Amount	Total
FCAM's Remuneration		60.09	
FCAM Expenses		300.00	
Sales Agent's Presale Commission	22-Aug-13	11,434.71	
Sales Agent's Sales Commission	22-Aug-13	1,192.92	
Sales Expenses		0.00	
MHC Gap Loan	22-Aug-13	13,542.38	
Miso	22-Aug-13	32.35	
Adventure Pictures Ltd	22-Aug-13	488.47	
Sally Potter	22-Aug-13	557.18	
BFI	22-Aug-13	170.70	
Andrew Litvin	22-Aug-13	52.52	
Christopher Sheppard	22-Aug-13	351.91	
Total	a+b+c		28,183.22



COLLECTION STATEMENT

Title: Ginger and Rosa
Reporting Period: through OCT 16, 2013

Statement No.: **GaR/ 07.**
Date: 16/Oct/13

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Account

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account number: **GB49 COUT 1800 0205 9121 72** (Coutts)

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
30-Apr-13	Collection Account balance		849,587.98	(583,379.24)	266,208.74
3-May-13	Miso			(4,979.67)	
	Adventure Pictures Ltd			(75,192.25)	
	Sally Potter			(85,769.30)	
	BFI			(26,276.86)	
	Andrew Litvin			(8,085.19)	
	Christopher Sheppard			(54,170.76)	
17-Jun-13	Greenarae Media	South Korea	1,511.43		
25-Jun-13	AMP International	UAE, Singapore	5,072.88		
10-Jul-13	AMP International	Oman	3,312.79		
	FCAM's Remuneration			542.93	
19-Aug-13	HBO	Central Europe	6,008.48		
20-Aug-13	Collection Account balance		865,493.56	(837,310.34)	28,183.22
22-Aug-13	Sales Agent's Presale Commission			(11,434.71)	
	Sales Agent's Sales Commission			(1,192.92)	
	MHC Gap Loan			(13,542.38)	
	Adventure Pictures Ltd			(488.47)	
	Sally Potter			(557.18)	
	BFI			(170.70)	
	Andrew Litvin			(52.52)	
	Christopher Sheppard			(351.91)	
1-Oct-13	UK Tax Credit surplus		49,019.61		
16-Oct-13	Collection Account balance		914,513.17	(865,101.13)	49,412.04

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
ROW Gross Receipts	542,200.98	0.00	542,200.98
German Gross Receipts	318,663.76	0.00	318,663.76
UK Tax Credit surplus	0.00	49,019.61	49,019.61
Total Payments:			
FCAM's Remuneration	(8,510.92)	0.00	(8,510.92)
FCAM Expenses	0.00	0.00	0.00
Sales Agent's Presale Commission	0.00	(11,434.71)	(11,434.71)
Sales Agent's Sales Commission	(42,681.64)	(1,192.92)	(43,874.56)
Sales Expenses	(21,387.12)	0.00	(21,387.12)
MHC Gap Loan	(447,013.96)	(13,542.38)	(460,556.34)
Miso	(6,126.65)	0.00	(6,126.65)
Adventure Pictures Ltd	(92,511.53)	(488.47)	(93,000.00)
Sally Potter	(105,524.83)	(557.18)	(106,082.01)
BFI	(32,329.30)	(170.70)	(32,500.00)
Andrew Litvin	(9,947.48)	(52.52)	(10,000.00)
Christopher Sheppard	(66,648.09)	(351.91)	(67,000.00)
Collection Account balance	28,183.22	21,228.82	49,412.04

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account no.: **GB49 COUT 1800 0205 9121 72**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
A ROW Gross Receipts		542,201	0	542,201
- balance remaining from Schedule 5B (to be applied under items A4 - A13)		0	0	0
** C Producer Collateral Receipts		0	0	0
UK Tax Credit surplus		0	49,020	49,020
Total		542,201	49,020	591,221
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	8,571	0	8,571
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		150	0	150
2 an amount equal to the Sales Agent's Presale Commission (EUR8,000 and USD8,000) shall be held in the Collection Account until no later than 3 months after the Delivery Date, and after the same is confirmed by the Producer; either		11,435	0	11,435
i) to the Sales Agent in payment of the Sales Agent's Presale Commission if the Producer confirms that the Presale Minimum Guarantees have been received in full by or on behalf of the Producer; or				
ii) first to the Producer in payment of the Producer Funding if the Producer confirms that the Presale Minimum Guarantees have not been received by or on behalf of the Producer in full; and second, any excess Sales Agent's Presale Commission shall be paid to the Sales Agent in payment of the Sales Agent's Presale Commission				
3 in payment of 50% of the Sales Agent's Sales Commission				
- up to EUR1,000,000 of ROW Gross Receipts	7.5%	40,665	0	40,665
thereafter	5%			
- North America	5%			
- overages	5%			
4 Sales Expenses, capped at EUR81,000		21,387	0	21,387
- outside cap expenses, to be approved by the Funders				
5 to Producer until payment in full of the UK Tax Credit Shortfall (if any)		0	0	0
6 to CWSYMF towards recoupment of the MHC Gap Loan (GBP566,667) plus interest, the exact amount to be advised in writing		459,993	49,020	509,013
7 - to Producer until payment in full of the balance of the Producer Funding; and thereafter				
- to the extent that Producer has recouped part of the Producer Funding out of any Individual Producer Heldback Fees, to Andrew Litvin, Adventure Pictures Limited and Sally Potter Films Limited towards reimbursement of such amounts that were applied by Producer towards payment of the Producer Funding (tba)				
8 Sales Agent:				
i) in payment of any Sales Agent's Presale Commission paid to Producer under item A2 above				
ii) 50% of the Sales Agent's Sales Commission on all ROW Gross Receipts under A1-7 above and 100% of Sales Agent's Sales Commission on an ongoing basis in respect of all future ROW Gross Receipts				
9 Zomart towards recoupment of the Zomart Investment of GBP150,000 plus a 15% premium (GBP22,500) thereon				
10 on a pro rata and pari passu basis, as follows:				
*) - Deferments up to a maximum amount of GBP34,743:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
- Additional Deferments up to a maximum amount of GBP314,741				
- Miso (GBP6,159)	1.96%			
- Adventure Pictures Ltd (GBP93,000)	29.55%			
- Sally Potter (GBP106,082)	33.70%			
- BFI (GBP32,500)	10.33%			
- Andrew Litvin (GBP10,000)	3.18%			
- Christopher Sheppard (GBP67,000)	21.29%			
11 on a pari passu basis, as follows:				
a) DFI towards recoupment of the DFI Investment (DKr2,000,000)	6.9%			
b) on a pro rata and pari passu basis, as follows:	93.1%			
- BFI Investment				
- BBC Equity Advance (GBP100,000)				
- Nordisk deferment of DKR543,310 (plus a 20% premium thereon)				
*) - Deferments:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
*) - UK Tax Credit Entitlement Sum				
12 Completion Guarantor's Advances (if any); thereafter to the extent that Completion Guarantor shall have recouped any part of the Completion Guarantor's Advances pursuant to items 10 and/or 11 above to the Deferees and the Film Production Company in payment of the Deferments and the UK Tax Credit Entitlement Sum				
13 the balance shall form "Net Profits" and shall be applied as follows:				
i) Equity	3.0%			
ii) Film Production Company	47.0%			
iii) on a pari passu basis, as follows:				
A. BFI	30.63%			
B. BBC	3.01%			
C. DFI/Miso	7%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	6%			
E. Producer	1%			
F. Zomart	2.36%			
SAVE that if the MHC Gap Loan remains outstanding 120 days after the MHC Repayment Date, such shares shall be allocated as to:				
A. BFI	27.07%			
B. BBC	2.66%			
C. DFI/Miso	6.19%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	11%			
E. Producer	1%			
F. Zomart	2.08%			
Total allocated per Statement date		542,201	49,020	591,221

*) in case the Completion Guarantor has advanced Completion Guarantor's Advances, the sums payable in respect of the Deferments and the UK Tax Credit Entitlement Sum shall be applied in payment of the Completion Guarantor's Advances first and only thereafter on a pro rata and pari passu basis in payment of the Deferments and the UK Tax Credit Entitlement Sum

**) Sales Agent shall not be entitled to any Sales Commission or Sales Expenses from Producer Collateral Receipts comprising the UK Tax Credit Amount

Freeway CAM B.V.

Schedule 5B

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account no.: **GB49 COUT 1800 0205 9121 72**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
B German Gross Receipts		318,664	0	318,664
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	0	0	0
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		150	0	150
2 in payment of 50% of the Sales Agent's Sales Commission				
- Germany Territory	5%	3,209	0	3,209
- overages	5%			
3 on a pro rata and pari passu basis in payment of the Additional Deferments:				
i) Miso (GBP6,159)	1.96%	6,159	0	6,159
ii) Adventure Pictures Ltd (GBP93,000)	29.55%	93,000	0	93,000
iii) Sally Potter (GBP106,082)	33.70%	106,082	0	106,082
iv) BFI (GBP32,500)	10.33%	32,500	0	32,500
v) Andrew Litvin (GBP10,000)	3.18%	10,000	0	10,000
vi) Christopher Sheppard (GBP67,000)	21.29%	67,000	0	67,000
4 the balance shall be payable in accordance with items A4 - A13 (inclusive)		563	0	563
Total allocated per Statement date		318,664	0	318,664

Title: Ginger and Rosa
 Currency : GBP
 Account no: GB49 COUT 1800 0205 9121 72

Allocation previous Collection Account balance**Totals**

FCAM's Remuneration	60	
FCAM Expenses	300	
Sales Agent's Presale Commission	11,435	
Sales Agent's Sales Commission	1,193	
Sales Expenses	0	
MHC Gap Loan	13,542	
Miso	32	
Adventure Pictures Ltd	488	
Sally Potter	557	
BFI	171	
Andrew Litvin	53	
Christopher Sheppard	352	
Total	a	28,183

Payments

FCAM's Remuneration	0	
FCAM Expenses	0	
Sales Agent's Presale Commission	(11,435)	
Sales Agent's Sales Commission	(1,193)	
Sales Expenses	0	
MHC Gap Loan	(13,542)	
Miso	0	
Adventure Pictures Ltd	(488)	
Sally Potter	(557)	
BFI	(171)	
Andrew Litvin	(53)	
Christopher Sheppard	(352)	
Total	b	(27,791)

Allocation of Collected Gross Receipts

FCAM's Remuneration	0	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	0	
Sales Expenses	0	
MHC Gap Loan	49,020	
Miso	0	
Adventure Pictures Ltd	0	
Sally Potter	0	
BFI	0	
Andrew Litvin	0	
Christopher Sheppard	0	
Total	c	49,020

Entitlements

Beneficiaries	Payment Date	Amount	Total
FCAM's Remuneration		60.09	
FCAM Expenses		300.00	
Sales Agent's Presale Commission		0.00	
Sales Agent's Sales Commission		0.00	
Sales Expenses		0.00	
MHC Gap Loan	21-Oct-13	49,019.61	
Miso		32.34	
Adventure Pictures Ltd		0.00	
Sally Potter		0.00	
BFI		0.00	
Andrew Litvin		0.00	
Christopher Sheppard		0.00	
Total	a+b+c		49,412.04



COLLECTION STATEMENT

Title: Ginger and Rosa
Reporting Period: through OCT 31, 2013

Statement No.: **GaR/ 08.**
Date: 19/Nov/13

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Account

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account number: **GB49 COUT 1800 0205 9121 72** (Coutts)

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
30-Apr-13	Collection Account balance		849,587.98	(583,379.24)	266,208.74
3-May-13	Miso			(4,979.67)	
	Adventure Pictures Ltd			(75,192.25)	
	Sally Potter			(85,769.30)	
	BFI			(26,276.86)	
	Andrew Litvin			(8,085.19)	
	Christopher Sheppard			(54,170.76)	
17-Jun-13	Greenarae Media	South Korea	1,511.43		
25-Jun-13	AMP International	UAE, Singapore	5,072.88		
10-Jul-13	AMP International	Oman	3,312.79		
	FCAM's Remuneration			542.93	
19-Aug-13	HBO	Central Europe	6,008.48		
20-Aug-13	Collection Account balance		865,493.56	(837,310.34)	28,183.22
22-Aug-13	Sales Agent's Presale Commission			(11,434.71)	
	Sales Agent's Sales Commission			(1,192.92)	
	MHC Gap Loan			(13,542.38)	
	Adventure Pictures Ltd			(488.47)	
	Sally Potter			(557.18)	
	BFI			(170.70)	
	Andrew Litvin			(52.52)	
	Christopher Sheppard			(351.91)	
1-Oct-13	UK Tax Credit surplus		49,019.61		
16-Oct-13	Collection Account balance		914,513.17	(865,101.13)	49,412.04
21-Oct-13	MHC Gap Loan			(49,019.61)	
31-Oct-13	Greenarae Media	South Korea	5,931.78		
31-Oct-13	Collection Account balance		920,444.95	(914,120.74)	6,324.21

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
ROW Gross Receipts	542,200.98	5,931.78	548,132.76
German Gross Receipts	318,663.76	0.00	318,663.76
UK Tax Credit surplus	49,019.61	0.00	49,019.61
Total Payments:			
FCAM's Remuneration	(8,510.92)	0.00	(8,510.92)
FCAM Expenses	0.00	0.00	0.00
Sales Agent's Presale Commission	(11,434.71)	0.00	(11,434.71)
Sales Agent's Sales Commission	(43,874.56)	0.00	(43,874.56)
Sales Expenses	(21,387.12)	0.00	(21,387.12)
MHC Gap Loan	(460,556.34)	(49,019.61)	(509,575.95)
Miso	(6,126.65)	0.00	(6,126.65)
Adventure Pictures Ltd	(93,000.00)	0.00	(93,000.00)
Sally Potter	(106,082.01)	0.00	(106,082.01)
BFI	(32,500.00)	0.00	(32,500.00)
Andrew Litvin	(10,000.00)	0.00	(10,000.00)
Christopher Sheppard	(67,000.00)	0.00	(67,000.00)
Collection Account balance	49,412.04	(43,087.83)	6,324.21

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account no.: **GB49 COUT 1800 0205 9121 72**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
A ROW Gross Receipts		542,201	5,932	548,133
- balance remaining from Schedule 5B (to be applied under items A4 - A13)		0	0	0
C Producer Collateral Receipts		0	0	0
UK Tax Credit surplus		49,020	0	49,020
Total		591,221	5,932	597,152
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	8,571	59	8,630
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		150	0	150
2 an amount equal to the Sales Agent's Presale Commission (EUR8,000 and USD8,000) shall be held in the Collection Account until no later than 3 months after the Delivery Date, and after the same is confirmed by the Producer; either		11,435	0	11,435
i) to the Sales Agent in payment of the Sales Agent's Presale Commission if the Producer confirms that the Presale Minimum Guarantees have been received in full by or on behalf of the Producer; or				
ii) first to the Producer in payment of the Producer Funding if the Producer confirms that the Presale Minimum Guarantees have not been received by or on behalf of the Producer in full; and second, any excess Sales Agent's Presale Commission shall be paid to the Sales Agent in payment of the Sales Agent's Presale Commission				
3 in payment of 50% of the Sales Agent's Sales Commission				
- up to EUR1,000,000 of ROW Gross Receipts thereafter	7.5%	40,665	445	41,110
- North America	5%			
- overages	5%			
4 Sales Expenses, capped at EUR81,000		21,387	0	21,387
- outside cap expenses, to be approved by the Funders				
5 to Producer until payment in full of the UK Tax Credit Shortfall (if any)		0	0	0
6 to CWSYMF towards recoupment of the MHC Gap Loan (GBP566,667) plus interest, the exact amount to be advised in writing		509,013	5,428	514,440
7 - to Producer until payment in full of the balance of the Producer Funding; and thereafter				
- to the extent that Producer has recouped part of the Producer Funding out of any Individual Producer Heldback Fees, to Andrew Litvin, Adventure Pictures Limited and Sally Potter Films Limited towards reimbursement of such amounts that were applied by Producer towards payment of the Producer Funding (tba)				
8 Sales Agent:				
i) in payment of any Sales Agent's Presale Commission paid to Producer under item A2 above				
ii) 50% of the Sales Agent's Sales Commission on all ROW Gross Receipts under A1-7 above and 100% of Sales Agent's Sales Commission on an ongoing basis in respect of all future ROW Gross Receipts				
9 Zomart towards recoupment of the Zomart Investment of GBP150,000 plus a 15% premium (GBP22,500) thereon				
10 on a pro rata and pari passu basis, as follows:				
*) - Deferments up to a maximum amount of GBP34,743:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
- Additional Deferments up to a maximum amount of GBP314,741				
- Miso (GBP6,159)	1.96%			
- Adventure Pictures Ltd (GBP93,000)	29.55%			
- Sally Potter (GBP106,082)	33.70%			
- BFI (GBP32,500)	10.33%			
- Andrew Litvin (GBP10,000)	3.18%			
- Christopher Sheppard (GBP67,000)	21.29%			
11 on a pari passu basis, as follows:				
a) DFI towards recoupment of the DFI Investment (DKr2,000,000)	6.9%			
b) on a pro rata and pari passu basis, as follows:	93.1%			
- BFI Investment				
- BBC Equity Advance (GBP100,000)				
- Nordisk deferment of DKR543,310 (plus a 20% premium thereon)				
*) - Deferments:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
*) - UK Tax Credit Entitlement Sum				
12 Completion Guarantor's Advances (if any); thereafter to the extent that Completion Guarantor shall have recouped any part of the Completion Guarantor's Advances pursuant to items 10 and/or 11 above to the Deferees and the Film Production Company in payment of the Deferments and the UK Tax Credit Entitlement Sum				
13 the balance shall form "Net Profits" and shall be applied as follows:				
i) Equity	3.0%			
ii) Film Production Company	47.0%			
iii) on a pari passu basis, as follows:				
A. BFI	30.63%			
B. BBC	3.01%			
C. DFI/Miso	7%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	6%			
E. Producer	1%			
F. Zomart	2.36%			
SAVE that if the MHC Gap Loan remains outstanding 120 days after the MHC Repayment Date, such shares shall be allocated as to:				
A. BFI	27.07%			
B. BBC	2.66%			
C. DFI/Miso	6.19%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	11%			
E. Producer	1%			
F. Zomart	2.08%			
Total allocated per Statement date		591,221	5,932	597,152

*) in case the Completion Guarantor has advanced Completion Guarantor's Advances, the sums payable in respect of the Deferments and the UK Tax Credit Entitlement Sum shall be applied in payment of the Completion Guarantor's Advances first and only thereafter on a pro rata and pari passu basis in payment of the Deferments and the UK Tax Credit Entitlement Sum

**) Sales Agent shall not be entitled to any Sales Commission or Sales Expenses from Producer Collateral Receipts comprising the UK Tax Credit Amount

Freeway CAM B.V.

Schedule 5B

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account no.: **GB49 COUT 1800 0205 9121 72**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
B German Gross Receipts		318,664	0	318,664
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	0	0	0
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		150	0	150
2 in payment of 50% of the Sales Agent's Sales Commission				
- Germany Territory	5%	3,209	0	3,209
- overages	5%			
3 on a pro rata and pari passu basis in payment of the Additional Deferments:				
i) Miso (GBP6,159)	1.96%	6,159	0	6,159
ii) Adventure Pictures Ltd (GBP93,000)	29.55%	93,000	0	93,000
iii) Sally Potter (GBP106,082)	33.70%	106,082	0	106,082
iv) BFI (GBP32,500)	10.33%	32,500	0	32,500
v) Andrew Litvin (GBP10,000)	3.18%	10,000	0	10,000
vi) Christopher Sheppard (GBP67,000)	21.29%	67,000	0	67,000
4 the balance shall be payable in accordance with items A4 - A13 (inclusive)		563	0	563
Total allocated per Statement date		318,664	0	318,664

Title: Ginger and Rosa
 Currency : GBP
 Account no: GB49 COUT 1800 0205 9121 72

Allocation previous Collection Account balance**Totals**

FCAM's Remuneration	60	
FCAM Expenses	300	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	0	
Sales Expenses	0	
MHC Gap Loan	49,020	
Miso	32	
Adventure Pictures Ltd	0	
Sally Potter	0	
BFI	0	
Andrew Litvin	0	
Christopher Sheppard	0	
Total	a	49,412

Payments

FCAM's Remuneration	0	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	0	
Sales Expenses	0	
MHC Gap Loan	(49,020)	
Miso	0	
Adventure Pictures Ltd	0	
Sally Potter	0	
BFI	0	
Andrew Litvin	0	
Christopher Sheppard	0	
Total	b	(49,020)

Allocation of Collected Gross Receipts

FCAM's Remuneration	59	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	445	
Sales Expenses	0	
MHC Gap Loan	5,428	
Miso	0	
Adventure Pictures Ltd	0	
Sally Potter	0	
BFI	0	
Andrew Litvin	0	
Christopher Sheppard	0	
Total	c	5,932

Entitlements

Beneficiaries	Payment Date	Amount	Total
FCAM's Remuneration		119.41	
FCAM Expenses		300.00	
Sales Agent's Presale Commission		0.00	
Sales Agent's Sales Commission	21-Nov-13	444.88	
Sales Expenses		0.00	
MHC Gap Loan	21-Nov-13	5,427.58	
Miso		32.34	
Adventure Pictures Ltd		0.00	
Sally Potter		0.00	
BFI		0.00	
Andrew Litvin		0.00	
Christopher Sheppard		0.00	
Total	a+b+c		6,324.21



COLLECTION STATEMENT

Title: Ginger and Rosa
Reporting Period: through FEB 20, 2014

Statement No.: **GaR/ 09.**
Date: 26/Feb/14

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Account

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account number: **GB49 COUT 1800 0205 9121 72** (Coutts)

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
20-Aug-13	Collection Account balance		865,493.56	(837,310.34)	28,183.22
22-Aug-13	Sales Agent's Presale Commission			(11,434.71)	
	Sales Agent's Sales Commission			(1,192.92)	
	MHC Gap Loan			(13,542.38)	
	Adventure Pictures Ltd			(488.47)	
	Sally Potter			(557.18)	
	BFI			(170.70)	
	Andrew Litvin			(52.52)	
	Christopher Sheppard			(351.91)	
1-Oct-13	UK Tax Credit surplus		49,019.61		
16-Oct-13	Collection Account balance		914,513.17	(865,101.13)	49,412.04
21-Oct-13	MHC Gap Loan			(49,019.61)	
31-Oct-13	Greenarae Media	South Korea	5,931.78		
31-Oct-13	Collection Account balance		920,444.95	(914,120.74)	6,324.21
21-Nov-13	Sales Agent's Sales Commission			(444.88)	
	MHC Gap Loan			(5,427.58)	
24-Jan-14	A24		2,998.50		
13-Feb-14	HBO	Central Europe	5,631.79		
20-Feb-14	Collection Account Balance		929,075.24	(919,993.20)	9,082.04

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
ROW Gross Receipts	548,132.76	8,630.29	556,763.05
German Gross Receipts	318,663.76	0.00	318,663.76
UK Tax Credit surplus	49,019.61	0.00	49,019.61
Total Payments:			
FCAM's Remuneration	(8,510.92)	0.00	(8,510.92)
FCAM Expenses	0.00	0.00	0.00
Sales Agent's Presale Commission	(11,434.71)	0.00	(11,434.71)
Sales Agent's Sales Commission	(43,874.56)	(444.88)	(44,319.44)
Sales Expenses	(21,387.12)	0.00	(21,387.12)
MHC Gap Loan	(509,575.95)	(5,427.58)	(515,003.53)
Miso	(6,126.65)	0.00	(6,126.65)
Adventure Pictures Ltd	(93,000.00)	0.00	(93,000.00)
Sally Potter	(106,082.01)	0.00	(106,082.01)
BFI	(32,500.00)	0.00	(32,500.00)
Andrew Litvin	(10,000.00)	0.00	(10,000.00)
Christopher Sheppard	(67,000.00)	0.00	(67,000.00)
Collection Account balance	6,324.21	2,757.83	9,082.04

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account no.: **GB49 COUT 1800 0205 9121 72**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
A ROW Gross Receipts		548,133	8,630	556,763
- balance remaining from Schedule 5B (to be applied under items A4 - A13)		0	0	0
**C Producer Collateral Receipts		0	0	0
UK Tax Credit surplus		49,020	0	49,020
Total		597,152	8,630	605,783
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	8,630	86	8,717
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		150	0	150
2 an amount equal to the Sales Agent's Presale Commission (EUR8,000 and USD8,000) shall be held in the Collection Account until no later than 3 months after the Delivery Date, and after the same is confirmed by the Producer; either		11,435	0	11,435
i) to the Sales Agent in payment of the Sales Agent's Presale Commission if the Producer confirms that the Presale Minimum Guarantees have been received in full by or on behalf of the Producer; or				
ii) first to the Producer in payment of the Producer Funding if the Producer confirms that the Presale Minimum Guarantees have not been received by or on behalf of the Producer in full; and second, any excess Sales Agent's Presale Commission shall be paid to the Sales Agent in payment of the Sales Agent's Presale Commission				
3 in payment of 50% of the Sales Agent's Sales Commission				
- up to EUR1,000,000 of ROW Gross Receipts thereafter	7.5%	41,110	647	41,757
- North America	5%			
- overages	5%			
4 Sales Expenses, capped at EUR81,000		21,387	0	21,387
- outside cap expenses, to be approved by the Funders				
5 to Producer until payment in full of the UK Tax Credit Shortfall (if any)		0	0	0
6 to CWSYMF towards recoupment of the MHC Gap Loan (GBP566,667) plus interest, the exact amount to be advised in writing		514,440	7,897	522,337
7 - to Producer until payment in full of the balance of the Producer Funding; and thereafter				
- to the extent that Producer has recouped part of the Producer Funding out of any Individual Producer Heldback Fees, to Andrew Litvin, Adventure Pictures Limited and Sally Potter Films Limited towards reimbursement of such amounts that were applied by Producer towards payment of the Producer Funding (tba)				
8 Sales Agent:				
i) in payment of any Sales Agent's Presale Commission paid to Producer under item A2 above				
ii) 50% of the Sales Agent's Sales Commission on all ROW Gross Receipts under A1-7 above and 100% of Sales Agent's Sales Commission on an ongoing basis in respect of all future ROW Gross Receipts				
9 Zomart towards recoupment of the Zomart Investment of GBP150,000 plus a 15% premium (GBP22,500) thereon				
10 on a pro rata and pari passu basis, as follows:				
*) - Deferments up to a maximum amount of GBP34,743:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
- Additional Deferments up to a maximum amount of GBP314,741				
- Miso (GBP6,159)	1.96%			
- Adventure Pictures Ltd (GBP93,000)	29.55%			
- Sally Potter (GBP106,082)	33.70%			
- BFI (GBP32,500)	10.33%			
- Andrew Litvin (GBP10,000)	3.18%			
- Christopher Sheppard (GBP67,000)	21.29%			
11 on a pari passu basis, as follows:				
a) DFI towards recoupment of the DFI Investment (DKr2,000,000)	6.9%			
b) on a pro rata and pari passu basis, as follows:	93.1%			
- BFI Investment				
- BBC Equity Advance (GBP100,000)				
- Nordisk deferment of DKR543,310 (plus a 20% premium thereon)				
*) - Deferments:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
*) - UK Tax Credit Entitlement Sum				
12 Completion Guarantor's Advances (if any); thereafter to the extent that Completion Guarantor shall have recouped any part of the Completion Guarantor's Advances pursuant to items 10 and/or 11 above to the Deferees and the Film Production Company in payment of the Deferments and the UK Tax Credit Entitlement Sum				
13 the balance shall form "Net Profits" and shall be applied as follows:				
i) Equity	3.0%			
ii) Film Production Company	47.0%			
iii) on a pari passu basis, as follows:				
A. BFI	30.63%			
B. BBC	3.01%			
C. DFI/Miso	7%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	6%			
E. Producer	1%			
F. Zomart	2.36%			
SAVE that if the MHC Gap Loan remains outstanding 120 days after the MHC Repayment Date, such shares shall be allocated as to:				
A. BFI	27.07%			
B. BBC	2.66%			
C. DFI/Miso	6.19%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	11%			
E. Producer	1%			
F. Zomart	2.08%			
Total allocated per Statement date		597,152	8,630	605,783

*) in case the Completion Guarantor has advanced Completion Guarantor's Advances, the sums payable in respect of the Deferments and the UK Tax Credit Entitlement Sum shall be applied in payment of the Completion Guarantor's Advances first and only thereafter on a pro rata and pari passu basis in payment of the Deferments and the UK Tax Credit Entitlement Sum

**) Sales Agent shall not be entitled to any Sales Commission or Sales Expenses from Producer Collateral Receipts comprising the UK Tax Credit Amount

Freeway CAM B.V.

Schedule 5B

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account no.: **GB49 COUT 1800 0205 9121 72**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
B German Gross Receipts		318,664	0	318,664
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	0	0	0
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		150	0	150
2 in payment of 50% of the Sales Agent's Sales Commission				
- Germany Territory	5%	3,209	0	3,209
- overages	5%			
3 on a pro rata and pari passu basis in payment of the Additional Deferments:				
i) Miso (GBP6,159)	1.96%	6,159	0	6,159
ii) Adventure Pictures Ltd (GBP93,000)	29.55%	93,000	0	93,000
iii) Sally Potter (GBP106,082)	33.70%	106,082	0	106,082
iv) BFI (GBP32,500)	10.33%	32,500	0	32,500
v) Andrew Litvin (GBP10,000)	3.18%	10,000	0	10,000
vi) Christopher Sheppard (GBP67,000)	21.29%	67,000	0	67,000
4 the balance shall be payable in accordance with items A4 - A13 (inclusive)		563	0	563
Total allocated per Statement date		318,664	0	318,664

Title: Ginger and Rosa
 Currency : GBP
 Account no: GB49 COUT 1800 0205 9121 72

Allocation previous Collection Account balance**Totals**

FCAM's Remuneration	119	
FCAM Expenses	300	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	445	
Sales Expenses	0	
MHC Gap Loan	5,428	
Miso	32	
Adventure Pictures Ltd	0	
Sally Potter	0	
BFI	0	
Andrew Litvin	0	
Christopher Sheppard	0	
Total	a	6,324

Payments

FCAM's Remuneration	0	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	(445)	
Sales Expenses	0	
MHC Gap Loan	(5,428)	
Miso	0	
Adventure Pictures Ltd	0	
Sally Potter	0	
BFI	0	
Andrew Litvin	0	
Christopher Sheppard	0	
Total	b	(5,872)

Allocation of Collected Gross Receipts

FCAM's Remuneration	86	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	647	
Sales Expenses	0	
MHC Gap Loan	7,897	
Miso	0	
Adventure Pictures Ltd	0	
Sally Potter	0	
BFI	0	
Andrew Litvin	0	
Christopher Sheppard	0	
Total	c	8,630

Entitlements

Beneficiaries	Payment Date	Amount	Total
FCAM's Remuneration	28-Feb-14	205.71	
FCAM Expenses		300.00	
Sales Agent's Presale Commission		0.00	
Sales Agent's Sales Commission	28-Feb-14	647.28	
Sales Expenses		0.00	
MHC Gap Loan	28-Feb-14	7,896.71	
Miso		32.34	
Adventure Pictures Ltd		0.00	
Sally Potter		0.00	
BFI		0.00	
Andrew Litvin		0.00	
Christopher Sheppard		0.00	
Total	a+b+c		9,082.04



COLLECTION STATEMENT

Title:	Ginger and Rosa	Statement No.:	GaR/ 01.
Reporting Period:	inception through NOV 14, 2012	Date:	15/Nov/12

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

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Freeway CAM B.V.

Statement of Account

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account number: **GB49 COUT 1800 0205 9121 72** (Coutts)

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
inception	Collection Account balance		0.00	0.00	0.00
7-Sep-12	Artificial Eye Film	UK	23,706.05		
14-Sep-12	Tele Munchen	Germany	64,189.73		
16-Oct-12	Festival payment	Abu Dhabi	804.12		
5-Nov-12	Union Pictures of Canada	Canada	12,437.81		
	<u>deemed receipt:</u>				
	Festival payment	Abu Dhabi	807.58		
	<u>deemed payment:</u>				
	Sales Agent's Sales Commission			(807.58)	
14-Nov-12	Collection Account balance		101,945.29	(807.58)	101,137.71

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
ROW Gross Receipts	0.00	37,755.56	37,755.56
German Gross Receipts	0.00	64,189.73	64,189.73
Total Payments:			
FCAM's Remuneration	0.00	0.00	0.00
FCAM Expenses	0.00	0.00	0.00
Sales Agent's Presale Commission	0.00	0.00	0.00
Sales Agent's Sales Commission	0.00	(807.58)	(807.58)
Sales Expenses	0.00	0.00	0.00
Producer Funding	0.00	0.00	0.00
Miso	0.00	0.00	0.00
Adventure Pictures Ltd	0.00	0.00	0.00
Sally Potter	0.00	0.00	0.00
BFI	0.00	0.00	0.00
Andrew Litvin	0.00	0.00	0.00
Christopher Sheppard	0.00	0.00	0.00
Collection Account balance	0.00	101,137.71	101,137.71

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account no.: **GB49 COUT 1800 0205 9121 72**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
A ROW Gross Receipts		0	37,756	37,756
- balance remaining from Schedule 5B (to be applied under items A4 - A13)		0	0	0
C Producer Collateral Receipts		0	0	0
Total		0	37,756	37,756
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	0	1,952	1,952
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		0	150	150
2 an amount equal to the Sales Agent's Presale Commission (EUR8,000 and USD8,000) shall be held in the Collection Account until no later than 3 months after the Delivery Date, and after the same is confirmed by the Producer; either		0	11,435	11,435
i) to the Sales Agent in payment of the Sales Agent's Presale Commission if the Producer confirms that the Presale Minimum Guarantees have been received in full by or on behalf of the Producer; or				
ii) first to the Producer in payment of the Producer Funding if the Producer confirms that the Presale Minimum Guarantees have not been received by or on behalf of the Producer in full;				
and second, any excess Sales Agent's Presale Commission shall be paid to the Sales Agent in payment of the Sales Agent's Presale Commission				
3 in payment of 50% of the Sales Agent's Sales Commission				
- up to EUR1,000,000 of ROW Gross Receipts thereafter	7.5%	0	2,832	2,832
- North America	5%			
- overages	5%			
4 Sales Expenses, capped at EUR81,000		0	21,387	21,387
- outside cap expenses, to be approved by the Funders				
5 to Producer until payment in full of the UK Tax Credit Shortfall (if any)				
6 to CWSYMF towards recoupment of the MHC Gap Loan (GBP566,667) plus interest, the exact amount to be advised in writing				
7 - to Producer until payment in full of the balance of the Producer Funding; and thereafter				
- to the extent that Producer has recouped part of the Producer Funding out of any Individual Producer Heldback Fees, to Andrew Litvin, Adventure Pictures Limited and Sally Potter Films Limited towards reimbursement of such amounts that were applied by Producer towards payment of the Producer Funding (tba)				
8 Sales Agent:				
i) in payment of any Sales Agent's Presale Commission paid to Producer under item A2 above				
ii) 50% of the Sales Agent's Sales Commission on all ROW Gross Receipts under A1-7 above and 100% of Sales Agent's Sales Commission on an ongoing basis in respect of all future ROW Gross Receipts				
9 Zomart towards recoupment of the Zomart Investment of GBP150,000 plus a 15% premium (GBP22,500) thereon				
10 on a pro rata and pari passu basis, as follows:				
*) - Deferments up to a maximum amount of GBP34,743:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
- Additional Deferments up to a maximum amount of GBP314,741				
- Miso (GBP6,159)	1.96%			
- Adventure Pictures Ltd (GBP93,000)	29.55%			
- Sally Potter (GBP106,082)	33.70%			
- BFI (GBP32,500)	10.33%			
- Andrew Litvin (GBP10,000)	3.18%			
- Christopher Sheppard (GBP67,000)	21.29%			
11 on a pari passu basis, as follows:				
a) DFI towards recoupment of the DFI Investment (DKr2,000,000)	6.9%			
b) on a pro rata and pari passu basis, as follows:	93.1%			
- BFI Investment				
- BBC Equity Advance (GBP50,000)				
- Nordisk deferment of DKR543,310 (plus a 20% premium thereon)				
*) - Deferments:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
*) - UK Tax Credit Entitlement Sum				
12 Completion Guarantor's Advances (if any); thereafter to the extent that Completion Guarantor shall have recouped any part of the Completion Guarantor's Advances pursuant to items 10 and/or 11 above to the Deferees and the Film Production Company in payment of the Deferments and the UK Tax Credit Entitlement Sum				
13 the balance shall form "Net Profits" and shall be applied as follows:				
i) Equity	3.0%			
ii) Film Production Company	47.0%			
iii) on a pari passu basis, as follows:				
A. BFI	30.63%			
B. BBC	3.01%			
C. DFI/Miso	7%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	6%			
E. Producer	1%			
F. Zomart	2.36%			
SAVE that if the MHC Gap Loan remains outstanding 120 days after the MHC Repayment Date, such shares shall be allocated as to:				
A. BFI	27.07%			
B. BBC	2.66%			
C. DFI/Miso	6.19%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	11%			
E. Producer	1%			
F. Zomart	2.08%			
Total allocated per Statement date		0	37,756	37,756

*) in case the Completion Guarantor has advanced Completion Guarantor's Advances, the sums payable in respect of the Deferments and the UK Tax Credit Entitlement Sum shall be applied in payment of the Completion Guarantor's Advances first and only thereafter on a pro rata and pari passu basis in payment of the Deferments and the UK Tax Credit Entitlement Sum

**) Sales Agent shall not be entitled to any Sales Commission or Sales Expenses from Producer Collateral Receipts comprising the UK Tax Credit Amount

Freeway CAM B.V.

Schedule 5B

Title: **Ginger and Rosa**
 Currency : **GBP**
 Account no.: **GB49 COUT 1800 0205 9121 72**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
B German Gross Receipts		0	64,190	64,190
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	0	2,216	2,216
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		0	150	150
2 in payment of 50% of the Sales Agent's Sales Commission				
- Germany Territory	5%	0	3,209	3,209
- overages	5%			
3 on a pro rata and pari passu basis in payment of the Additional Deferments:				
i) Miso (GBP6,159)	1.96%	0	1,147	1,147
ii) Adventure Pictures Ltd (GBP93,000)	29.55%	0	17,319	17,319
iii) Sally Potter (GBP106,082)	33.70%	0	19,756	19,756
iv) BFI (GBP32,500)	10.33%	0	6,052	6,052
v) Andrew Litvin (GBP10,000)	3.18%	0	1,862	1,862
vi) Christopher Sheppard (GBP67,000)	21.29%	0	12,477	12,477
4 the balance shall be payable in accordance with items A4 - A13 (inclusive)				
Total allocated per Statement date		0	64,190	64,190

Title: Ginger and Rosa
 Currency : USD
 Account no: GB49 COUT 1800 0205 9121 72

Allocation previous Collection Account balance**Totals**

FCAM's Remuneration	0	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	0	
Sales Expenses	0	
Producer Funding	0	
Miso	0	
Adventure Pictures Ltd	0	
Sally Potter	0	
BFI	0	
Andrew Litvin	0	
Christopher Sheppard	0	
Total	a	0

Payments

FCAM's Remuneration	0	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	(808)	
Sales Expenses	0	
Producer Funding	0	
Miso	0	
Adventure Pictures Ltd	0	
Sally Potter	0	
BFI	0	
Andrew Litvin	0	
Christopher Sheppard	0	
Total	b	(808)

Allocation of Collected Gross Receipts

FCAM's Remuneration	4,168	
FCAM Expenses	300	
Sales Agent's Presale Commission	11,435	
Sales Agent's Sales Commission	6,041	
Sales Expenses	21,387	
Producer Funding	0	
Miso	1,147	
Adventure Pictures Ltd	17,319	
Sally Potter	19,756	
BFI	6,052	
Andrew Litvin	1,862	
Christopher Sheppard	12,477	
Total	c	101,945

Entitlements

Beneficiaries	Payment Date	Amount	Total
FCAM's Remuneration	26-Nov-12	4,168.45	
FCAM Expenses		300.00	
Sales Agent's Presale Commission		11,434.72	
Sales Agent's Sales Commission	26-Nov-12	5,233.57	
Sales Expenses	26-Nov-12	21,387.12	
Producer Funding		0.00	
Miso	26-Nov-12	1,146.98	
Adventure Pictures Ltd	26-Nov-12	17,319.28	
Sally Potter	26-Nov-12	19,755.53	
BFI	26-Nov-12	6,052.44	
Andrew Litvin	26-Nov-12	1,862.29	
Christopher Sheppard	26-Nov-12	12,477.33	
Total	a+b+c		101,137.71



COLLECTION STATEMENT

Title: Ginger and Rosa
Reporting Period: through DEC 13, 2012

Statement No.: **EUR - GaR no.1**
Date: 14/Dec/12

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Account

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account number: **GB88 COUT 1800 9110 4920 70** (Coutts)

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
inception	Collection Account balance		0.00	0.00	0.00
22-Nov-12	Artificial Eye Film	UK	60,000.00		
3-Dec-12	Filmcoopi	Switzerland	2,500.00		
3-Dec-12	Oy Future Film AB		64,000.00		
7-Dec-12	Artificial Eye Film	UK	60,000.00		
	refund of WHT erroneously received into collection account			(5,250.00)	
13-Dec-12	Collection Account balance		186,500.00	(5,250.00)	181,250.00

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
Gross Receipts	0.00	181,250.00	181,250.00
Total Payments:			
FCAM's Remuneration	0.00	0.00	0.00
FCAM Expenses	0.00	0.00	0.00
Sales Agent's Presale Commission	0.00	0.00	0.00
Sales Agent's Sales Commission	0.00	0.00	0.00
Sales Expenses	0.00	0.00	0.00
UK Tax Credit Shortfall	0.00	0.00	0.00
MHC Gap Loan	0.00	0.00	0.00
Collection Account balance	0.00	181,250.00	181,250.00

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account no.: **GB88 COUT 1800 9110 4920 70**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
A ROW Gross Receipts		0	181,250	181,250
- balance remaining from Schedule 5B (to be applied under items A4 - A13)		0	0	0
C Producer Collateral Receipts		0	0	0
Total		0	181,250	181,250
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	0	1,813	1,813
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		0	0	0
2 an amount equal to the Sales Agent's Presale Commission (EUR8,000 and USD8,000) shall be held in the Collection Account until no later than 3 months after the Delivery Date, and after the same is confirmed by the Producer; either				
i) to the Sales Agent in payment of the Sales Agent's Presale Commission if the Producer confirms that the Presale Minimum Guarantees have been received in full by or on behalf of the Producer; or				
ii) first to the Producer in payment of the Producer Funding if the Producer confirms that the Presale Minimum Guarantees have not been received by or on behalf of the Producer in full; and second, any excess Sales Agent's Presale Commission shall be paid to the Sales Agent in payment of the Sales Agent's Presale Commission				
3 in payment of 50% of the Sales Agent's Sales Commission				
- up to EUR1,000,000 of ROW Gross Receipts thereafter	7.5%	0	13,594	13,594
- North America	5%			
- overages	5%			
4 Sales Expenses, capped at EUR81,000		0	54,689	54,689
- outside cap expenses, to be approved by the Funders				
5 to Producer until payment in full of the UK Tax Credit Shortfall (if any)		0	0	0
6 to CWSYMF towards recoupment of the MHC Gap Loan (GBP566,667) plus interest, the exact amount to be advised in writing		0	111,155	111,155
7 - to Producer until payment in full of the balance of the Producer Funding; and thereafter				
- to the extent that Producer has recouped part of the Producer Funding out of any Individual Producer Heldback Fees, to Andrew Litvin, Adventure Pictures Limited and Sally Potter Films Limited towards reimbursement of such amounts that were applied by Producer towards payment of the Producer Funding (tba)				
8 Sales Agent:				
i) in payment of any Sales Agent's Presale Commission paid to Producer under item A2 above				
ii) 50% of the Sales Agent's Sales Commission on all ROW Gross Receipts under A1-7 above and 100% of Sales Agent's Sales Commission on an ongoing basis in respect of all future ROW Gross Receipts				
9 Zomart towards recoupment of the Zomart Investment of GBP150,000 plus a 15% premium (GBP22,500) thereon				
10 on a pro rata and pari passu basis, as follows:				
*) - Deferments up to a maximum amount of GBP34,743:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
- Additional Deferments up to a maximum amount of GBP314,741				
- Miso (GBP6,159)	1.96%			
- Adventure Pictures Ltd (GBP93,000)	29.55%			
- Sally Potter (GBP106,082)	33.70%			
- BFI (GBP32,500)	10.33%			
- Andrew Litvin (GBP10,000)	3.18%			
- Christopher Sheppard (GBP67,000)	21.29%			
11 on a pari passu basis, as follows:				
a) DFI towards recoupment of the DFI Investment (DKr2,000,000)	6.9%			
b) on a pro rata and pari passu basis, as follows:	93.1%			
- BFI Investment				
- BBC Equity Advance (GBP100,000)				
- Nordisk deferment of DKR543,310 (plus a 20% premium thereon)				
*) - Deferments:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
*) - UK Tax Credit Entitlement Sum				
12 Completion Guarantor's Advances (if any); thereafter to the extent that Completion Guarantor shall have recouped any part of the Completion Guarantor's Advances pursuant to items 10 and/or 11 above to the Deferees and the Film Production Company in payment of the Deferments and the UK Tax Credit Entitlement Sum				
13 the balance shall form "Net Profits" and shall be applied as follows:				
i) Equity	3.0%			
ii) Film Production Company	47.0%			
iii) on a pari passu basis, as follows:				
A. BFI	30.63%			
B. BBC	3.01%			
C. DFI/Miso	7%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	6%			
E. Producer	1%			
F. Zomart	2.36%			
SAVE that if the MHC Gap Loan remains outstanding 120 days after the MHC Repayment Date, such shares shall be allocated as to:				
A. BFI	27.07%			
B. BBC	2.66%			
C. DFI/Miso	6.19%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	11%			
E. Producer	1%			
F. Zomart	2.08%			
Total allocated per Statement date		0	181,250	181,250

*) in case the Completion Guarantor has advanced Completion Guarantor's Advances, the sums payable in respect of the Deferments and the UK Tax Credit Entitlement Sum shall be applied in payment of the Completion Guarantor's Advances first and only thereafter on a pro rata and pari passu basis in payment of the Deferments and the UK Tax Credit Entitlement Sum

**) Sales Agent shall not be entitled to any Sales Commission or Sales Expenses from Producer Collateral Receipts comprising the UK Tax Credit Amount

Freeway CAM B.V.

Schedule 5B

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account no.: **GB88 COUT 1800 9110 4920 70**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
B German Gross Receipts		0	0	0
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	0	0	0
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		0	0	0
2 in payment of 50% of the Sales Agent's Sales Commission				
- Germany Territory	5%	0	0	0
- overages	5%			
3 on a pro rata and pari passu basis in payment of the Additional Deferments:				
i) Miso (GBP6,159)	1.96%	0	0	0
ii) Adventure Pictures Ltd (GBP93,000)	29.55%	0	0	0
iii) Sally Potter (GBP106,082)	33.70%	0	0	0
iv) BFI (GBP32,500)	10.33%	0	0	0
v) Andrew Litvin (GBP10,000)	3.18%	0	0	0
vi) Christopher Sheppard (GBP67,000)	21.29%	0	0	0
4 the balance shall be payable in accordance with items A4 - A13 (inclusive)				
Total allocated per Statement date		0	0	0

Title: Ginger and Rosa
Currency : EUR
Account no: GB88 COUT 1800 9110 4920 70

Allocation previous Collection Account balance		Totals
FCAM's Remuneration	0	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	0	
Sales Expenses	0	
UK Tax Credit Shortfall	0	
MHC Gap Loan	0	
Total	a	0

Payments		
FCAM's Remuneration	0	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	0	
Sales Expenses	0	
UK Tax Credit Shortfall	0	
MHC Gap Loan	0	
Total	b	0

Allocation of Collected Gross Receipts		
FCAM's Remuneration	1,813	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	13,594	
Sales Expenses	54,689	
UK Tax Credit Shortfall	0	
MHC Gap Loan	111,155	
Total	c	181,250

Entitlements			
Beneficiaries	Payment Date	Amount	Total
FCAM's Remuneration	19-Dec-12	1,812.50	
FCAM Expenses		0.00	
Sales Agent's Presale Commission		0.00	
Sales Agent's Sales Commission	19-Dec-12	13,593.75	
Sales Expenses	19-Dec-12	54,689.18	
UK Tax Credit Shortfall		0.00	
MHC Gap Loan		111,154.57	
Total	a+b+c		181,250.00



COLLECTION STATEMENT

Title: Ginger and Rosa
Reporting Period: through JAN 25, 2013

Statement No.: **EUR - GaR no.2**
Date: 28/Jan/13

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

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Freeway CAM B.V.

Statement of Account

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account number: **GB88 COUT 1800 9110 4920 70** (Coutts)

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
inception	Collection Account balance		0.00	0.00	0.00
22-Nov-12	Artificial Eye Film	UK	60,000.00		
3-Dec-12	Filmcoopi	Switzerland	2,500.00		
3-Dec-12	Oy Future Film AB		64,000.00		
7-Dec-12	Artificial Eye Film	UK	60,000.00		
	refund of WHT erroneously received into collection account			(5,250.00)	
13-Dec-12	Collection Account balance		186,500.00	(5,250.00)	181,250.00
3-Jan-13	Sales Agent's Sales Commission			(13,593.75)	
	Sales Expenses			(54,689.18)	
25-Jan-13	Collection Account balance		186,500.00	(73,532.93)	112,967.07

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
Gross Receipts	181,250.00	0.00	181,250.00
Total Payments:			
FCAM's Remuneration	0.00	0.00	0.00
FCAM Expenses	0.00	0.00	0.00
Sales Agent's Presale Commission	0.00	0.00	0.00
Sales Agent's Sales Commission	0.00	(13,593.75)	(13,593.75)
Sales Expenses	0.00	(54,689.18)	(54,689.18)
UK Tax Credit Shortfall	0.00	0.00	0.00
MHC Gap Loan	0.00	0.00	0.00
Collection Account balance	181,250.00	(68,282.93)	112,967.07

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account no.: **GB88 COUT 1800 9110 4920 70**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
A ROW Gross Receipts		181,250	0	181,250
- balance remaining from Schedule 5B (to be applied under items A4 - A13)		0	0	0
C Producer Collateral Receipts		0	0	0
Total		181,250	0	181,250
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	1,813	0	1,813
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		0	0	0
2 an amount equal to the Sales Agent's Presale Commission (EUR8,000 and USD8,000) shall be held in the Collection Account until no later than 3 months after the Delivery Date, and after the same is confirmed by the Producer; either				
i) to the Sales Agent in payment of the Sales Agent's Presale Commission if the Producer confirms that the Presale Minimum Guarantees have been received in full by or on behalf of the Producer; or				
ii) first to the Producer in payment of the Producer Funding if the Producer confirms that the Presale Minimum Guarantees have not been received by or on behalf of the Producer in full; and second, any excess Sales Agent's Presale Commission shall be paid to the Sales Agent in payment of the Sales Agent's Presale Commission				
3 in payment of 50% of the Sales Agent's Sales Commission				
- up to EUR1,000,000 of ROW Gross Receipts	7.5%	13,594	0	13,594
thereafter	5%			
- North America	5%			
- overages	5%			
4 Sales Expenses, capped at EUR81,000		54,689	(11,631)	43,058
- outside cap expenses, to be approved by the Funders		0	57,044	57,044
5 to Producer until payment in full of the UK Tax Credit Shortfall (if any)		0	0	0
6 to CWSYMF towards recoupment of the MHC Gap Loan (GBP566,667) plus interest, the exact amount to be advised in writing		111,155	(45,413)	65,741
7 - to Producer until payment in full of the balance of the Producer Funding; and thereafter				
- to the extent that Producer has recouped part of the Producer Funding out of any Individual Producer Heldback Fees, to Andrew Litvin, Adventure Pictures Limited and Sally Potter Films Limited towards reimbursement of such amounts that were applied by Producer towards payment of the Producer Funding (tba)				
8 Sales Agent:				
i) in payment of any Sales Agent's Presale Commission paid to Producer under item A2 above				
ii) 50% of the Sales Agent's Sales Commission on all ROW Gross Receipts under A1-7 above and 100% of Sales Agent's Sales Commission on an ongoing basis in respect of all future ROW Gross Receipts				
9 Zomart towards recoupment of the Zomart Investment of GBP150,000 plus a 15% premium (GBP22,500) thereon				
10 on a pro rata and pari passu basis, as follows:				
*) - Deferments up to a maximum amount of GBP34,743:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
- Additional Deferments up to a maximum amount of GBP314,741				
- Miso (GBP6,159)	1.96%			
- Adventure Pictures Ltd (GBP93,000)	29.55%			
- Sally Potter (GBP106,082)	33.70%			
- BFI (GBP32,500)	10.33%			
- Andrew Litvin (GBP10,000)	3.18%			
- Christopher Sheppard (GBP67,000)	21.29%			
11 on a pari passu basis, as follows:				
a) DFI towards recoupment of the DFI Investment (DKr2,000,000)	6.9%			
b) on a pro rata and pari passu basis, as follows:	93.1%			
- BFI Investment				
- BBC Equity Advance (GBP100,000)				
- Nordisk deferment of DKR543,310 (plus a 20% premium thereon)				
*) - Deferments:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
*) - UK Tax Credit Entitlement Sum				
12 Completion Guarantor's Advances (if any); thereafter to the extent that Completion Guarantor shall have recouped any part of the Completion Guarantor's Advances pursuant to items 10 and/or 11 above to the Deferees and the Film Production Company in payment of the Deferments and the UK Tax Credit Entitlement Sum				
13 the balance shall form "Net Profits" and shall be applied as follows:				
i) Equity	3.0%			
ii) Film Production Company	47.0%			
iii) on a pari passu basis, as follows:				
A. BFI	30.63%			
B. BBC	3.01%			
C. DFI/Miso	7%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	6%			
E. Producer	1%			
F. Zomart	2.36%			
SAVE that if the MHC Gap Loan remains outstanding 120 days after the MHC Repayment Date, such shares shall be allocated as to:				
A. BFI	27.07%			
B. BBC	2.66%			
C. DFI/Miso	6.19%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	11%			
E. Producer	1%			
F. Zomart	2.08%			
Total allocated per Statement date		181,250	0	181,250

*) in case the Completion Guarantor has advanced Completion Guarantor's Advances, the sums payable in respect of the Deferments and the UK Tax Credit Entitlement Sum shall be applied in payment of the Completion Guarantor's Advances first and only thereafter on a pro rata and pari passu basis in payment of the Deferments and the UK Tax Credit Entitlement Sum

**) Sales Agent shall not be entitled to any Sales Commission or Sales Expenses from Producer Collateral Receipts comprising the UK Tax Credit Amount

Freeway CAM B.V.

Schedule 5B

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account no.: **GB88 COUT 1800 9110 4920 70**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
B German Gross Receipts		0	0	0
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	0	0	0
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		0	0	0
2 in payment of 50% of the Sales Agent's Sales Commission				
- Germany Territory	5%	0	0	0
- overages	5%			
3 on a pro rata and pari passu basis in payment of the Additional Deferments:				
i) Miso (GBP6,159)	1.96%	0	0	0
ii) Adventure Pictures Ltd (GBP93,000)	29.55%	0	0	0
iii) Sally Potter (GBP106,082)	33.70%	0	0	0
iv) BFI (GBP32,500)	10.33%	0	0	0
v) Andrew Litvin (GBP10,000)	3.18%	0	0	0
vi) Christopher Sheppard (GBP67,000)	21.29%	0	0	0
4 the balance shall be payable in accordance with items A4 - A13 (inclusive)				
Total allocated per Statement date		0	0	0

Title: Ginger and Rosa
 Currency : EUR
 Account no: GB88 COUT 1800 9110 4920 70

Allocation previous Collection Account balance**Totals**

FCAM's Remuneration	1,813	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	13,594	
Sales Expenses	54,689	
UK Tax Credit Shortfall	0	
MHC Gap Loan	111,155	
Total	a	181,250

Payments

FCAM's Remuneration	0	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	(13,594)	
Sales Expenses	(54,689)	
UK Tax Credit Shortfall	0	
MHC Gap Loan	0	
Total	b	(68,283)

Allocation of Collected Gross Receipts

FCAM's Remuneration	0	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	0	
Sales Expenses	45,413	
UK Tax Credit Shortfall	0	
MHC Gap Loan	(45,413)	
Total	c	0

Entitlements

Beneficiaries	Payment Date	Amount	Total
FCAM's Remuneration	30-Jan-13	1,812.50	
FCAM Expenses		0.00	
Sales Agent's Presale Commission		0.00	
Sales Agent's Sales Commission		0.00	
Sales Expenses	30-Jan-13	45,413.47	
UK Tax Credit Shortfall		0.00	
MHC Gap Loan		65,741.10 *)	
Total	a+b+c		112,967.07

*) pending until notification is recieved in respect of UK Tax Credit Shortfall



COLLECTION STATEMENT

Title: Ginger and Rosa
Reporting Period: through March 8, 2013

Statement No.: **EUR - GaR no.3**
Date: 12/Mar/13

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Account

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account number: **GB88 COUT 1800 9110 4920 70** (Coutts)

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
inception	Collection Account balance		0.00	0.00	0.00
22-Nov-12	Artificial Eye Film	UK	60,000.00		
3-Dec-12	Filmcoopi	Switzerland	2,500.00		
3-Dec-12	Oy Future Film AB		64,000.00		
7-Dec-12	Artificial Eye Film	UK	60,000.00		
	refund of WHT erroneously received into collection account			(5,250.00)	
13-Dec-12	Collection Account balance		186,500.00	(5,250.00)	181,250.00
3-Jan-13	Sales Agent's Sales Commission			(13,593.75)	
	Sales Expenses			(54,689.18)	
25-Jan-13	Collection Account balance		186,500.00	(73,532.93)	112,967.07
19-Dec-12	FCAM's Remuneration			(1,812.50)	
30-Jan-13	Sales Expenses			(45,413.47)	
	refund of WHT		5,250.00		
28-Feb-13	Eurozoom	France	10,500.00		
8-Mar-13	Calinos	Turkey	7,631.26		
8-Mar-13	Collection Account balance		209,881.26	(120,758.90)	89,122.36

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
Gross Receipts	181,250.00	23,381.26	204,631.26
Total Payments:			
FCAM's Remuneration	0.00	(1,812.50)	(1,812.50)
FCAM Expenses	0.00	0.00	0.00
Sales Agent's Presale Commission	0.00	0.00	0.00
Sales Agent's Sales Commission	(13,593.75)	0.00	(13,593.75)
Sales Expenses	(54,689.18)	(45,413.47)	(100,102.65)
UK Tax Credit Shortfall	0.00	0.00	0.00
MHC Gap Loan	0.00	0.00	0.00
Collection Account balance	112,967.07	(23,844.71)	89,122.36

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account no.: **GB88 COUT 1800 9110 4920 70**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
A ROW Gross Receipts		181,250	23,381	204,631
- balance remaining from Schedule 5B (to be applied under items A4 - A13)		0	0	0
C Producer Collateral Receipts		0	0	0
Total		181,250	23,381	204,631
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	1,813	234	2,046
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		0	0	0
2 an amount equal to the Sales Agent's Presale Commission (EUR8,000 and USD8,000) shall be held in the Collection Account until no later than 3 months after the Delivery Date, and after the same is confirmed by the Producer; either				
i) to the Sales Agent in payment of the Sales Agent's Presale Commission if the Producer confirms that the Presale Minimum Guarantees have been received in full by or on behalf of the Producer; or				
ii) first to the Producer in payment of the Producer Funding if the Producer confirms that the Presale Minimum Guarantees have not been received by or on behalf of the Producer in full; and second, any excess Sales Agent's Presale Commission shall be paid to the Sales Agent in payment of the Sales Agent's Presale Commission				
3 in payment of 50% of the Sales Agent's Sales Commission				
- up to EUR1,000,000 of ROW Gross Receipts	7.5%	13,594	1,754	15,347
thereafter	5%			
- North America	5%			
- overages	5%			
4 Sales Expenses, capped at EUR81,000		43,058	0	43,058
- outside cap expenses, to be approved by the Funders		57,044	0	57,044
5 to Producer until payment in full of the UK Tax Credit Shortfall (if any)		0	0	0
6 to CWSYMF towards recoupment of the MHC Gap Loan (GBP566,667) plus interest, the exact amount to be advised in writing		65,741	21,394	87,135
7 - to Producer until payment in full of the balance of the Producer Funding; and thereafter				
- to the extent that Producer has recouped part of the Producer Funding out of any Individual Producer Heldback Fees, to Andrew Litvin, Adventure Pictures Limited and Sally Potter Films Limited towards reimbursement of such amounts that were applied by Producer towards payment of the Producer Funding (tba)				
8 Sales Agent:				
i) in payment of any Sales Agent's Presale Commission paid to Producer under item A2 above				
ii) 50% of the Sales Agent's Sales Commission on all ROW Gross Receipts under A1-7 above and 100% of Sales Agent's Sales Commission on an ongoing basis in respect of all future ROW Gross Receipts				
9 Zomart towards recoupment of the Zomart Investment of GBP150,000 plus a 15% premium (GBP22,500) thereon				
10 on a pro rata and pari passu basis, as follows:				
*) - Deferments up to a maximum amount of GBP34,743:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
- Additional Deferments up to a maximum amount of GBP314,741				
- Miso (GBP6,159)	1.96%			
- Adventure Pictures Ltd (GBP93,000)	29.55%			
- Sally Potter (GBP106,082)	33.70%			
- BFI (GBP32,500)	10.33%			
- Andrew Litvin (GBP10,000)	3.18%			
- Christopher Sheppard (GBP67,000)	21.29%			
11 on a pari passu basis, as follows:				
a) DFI towards recoupment of the DFI Investment (DKr2,000,000)	6.9%			
b) on a pro rata and pari passu basis, as follows:	93.1%			
- BFI Investment				
- BBC Equity Advance (GBP100,000)				
- Nordisk deferment of DKR543,310 (plus a 20% premium thereon)				
*) - Deferments:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
*) - UK Tax Credit Entitlement Sum				
12 Completion Guarantor's Advances (if any); thereafter to the extent that Completion Guarantor shall have recouped any part of the Completion Guarantor's Advances pursuant to items 10 and/or 11 above to the Deferees and the Film Production Company in payment of the Deferments and the UK Tax Credit Entitlement Sum				
13 the balance shall form "Net Profits" and shall be applied as follows:				
i) Equity	3.0%			
ii) Film Production Company	47.0%			
iii) on a pari passu basis, as follows:				
A. BFI	30.63%			
B. BBC	3.01%			
C. DFI/Miso	7%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	6%			
E. Producer	1%			
F. Zomart	2.36%			
SAVE that if the MHC Gap Loan remains outstanding 120 days after the MHC Repayment Date, such shares shall be allocated as to:				
A. BFI	27.07%			
B. BBC	2.66%			
C. DFI/Miso	6.19%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	11%			
E. Producer	1%			
F. Zomart	2.08%			
Total allocated per Statement date		181,250	23,381	204,631

*) In case the Completion Guarantor has advanced Completion Guarantor's Advances, the sums payable in respect of the Deferments and the UK Tax Credit Entitlement Sum shall be applied in payment of the Completion Guarantor's Advances first and only thereafter on a pro rata and pari passu basis in payment of the Deferments and the UK Tax Credit Entitlement Sum

**) Sales Agent shall not be entitled to any Sales Commission or Sales Expenses from Producer Collateral Receipts comprising the UK Tax Credit Amount

Freeway CAM B.V.

Schedule 5B

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account no.: **GB88 COUT 1800 9110 4920 70**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
B German Gross Receipts		0	0	0
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	0	0	0
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		0	0	0
2 in payment of 50% of the Sales Agent's Sales Commission				
- Germany Territory	5%	0	0	0
- overages	5%			
3 on a pro rata and pari passu basis in payment of the Additional Deferments:				
i) Miso (GBP6,159)	1.96%	0	0	0
ii) Adventure Pictures Ltd (GBP93,000)	29.55%	0	0	0
iii) Sally Potter (GBP106,082)	33.70%	0	0	0
iv) BFI (GBP32,500)	10.33%	0	0	0
v) Andrew Litvin (GBP10,000)	3.18%	0	0	0
vi) Christopher Sheppard (GBP67,000)	21.29%	0	0	0
4 the balance shall be payable in accordance with items A4 - A13 (inclusive)				
Total allocated per Statement date		0	0	0

Title: Ginger and Rosa
 Currency : EUR
 Account no: GB88 COUT 1800 9110 4920 70

Allocation previous Collection Account balance**Totals**

FCAM's Remuneration	1,813	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	0	
Sales Expenses	45,413	
UK Tax Credit Shortfall	0	
MHC Gap Loan	65,741	
Total	a	112,967

Payments

FCAM's Remuneration	(1,813)	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	0	
Sales Expenses	(45,413)	
UK Tax Credit Shortfall	0	
MHC Gap Loan	0	
Total	b	(47,226)

Allocation of Collected Gross Receipts

FCAM's Remuneration	234	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	1,754	
Sales Expenses	0	
UK Tax Credit Shortfall	0	
MHC Gap Loan	21,394	
Total	c	23,381

Entitlements

Beneficiaries	Payment Date	Amount	Total
FCAM's Remuneration		233.81	
FCAM Expenses		0.00	
Sales Agent's Presale Commission		0.00	
Sales Agent's Sales Commission	18-Mar-13	1,753.59	
Sales Expenses		0.00	
UK Tax Credit Shortfall		0.00	
MHC Gap Loan		87,134.95 *)	
Total		a+b+c	89,122.36

*) pending until notification is recieved in respect of UK Tax Credit Shortfall



COLLECTION STATEMENT

Title: Ginger and Rosa
Reporting Period: through APR 5, 2013

Statement No.: **EUR - GaR no.4**
Date: 10/Apr/13

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Account

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account number: **GB88 COUT 1800 9110 4920 70** (Coutts)

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
inception	Collection Account balance		0.00	0.00	0.00
22-Nov-12	Artificial Eye Film	UK	60,000.00		
3-Dec-12	Filmcoopi	Switzerland	2,500.00		
3-Dec-12	Future Film AB	Scandinavia	64,000.00		
7-Dec-12	Artificial Eye Film	UK	60,000.00		
	refund of WHT erroneously received into collection account			(5,250.00)	
13-Dec-12	Collection Account balance		186,500.00	(5,250.00)	181,250.00
3-Jan-13	Sales Agent's Sales Commission			(13,593.75)	
	Sales Expenses			(54,689.18)	
25-Jan-13	Collection Account balance		186,500.00	(73,532.93)	112,967.07
19-Dec-12	FCAM's Remuneration			(1,812.50)	
30-Jan-13	Sales Expenses			(45,413.47)	
	refund of WHT		5,250.00		
28-Feb-13	Eurozoom	France	10,500.00		
8-Mar-13	Calinos	Turkey	7,631.26		
8-Mar-13	Collection Account balance		209,881.26	(120,758.90)	89,122.36
22-Mar-13	Eurozoom	France	24,500.00		
4-Apr-13	Hong Kong International Film	Hong Kong	1,000.00		
	FCAM's Remuneration			151.19	
	Sales Agent's Sales Commission			1,133.91	
5-Apr-13	Collection Account balance		235,381.26	(119,473.81)	115,907.45

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
Gross Receipts	204,631.26	(38,500.00)	166,131.26
Presale Minimum Guarantees	0.00	64,000.00	64,000.00
Total Payments:			
FCAM's Remuneration	(1,812.50)	151.19	(1,661.31)
FCAM Expenses	0.00	0.00	0.00
Sales Agent's Presale Commission	0.00	0.00	0.00
Sales Agent's Sales Commission	(13,593.75)	1,133.91	(12,459.84)
Sales Expenses	(100,102.65)	0.00	(100,102.65)
UK Tax Credit Shortfall	0.00	0.00	0.00
MHC Gap Loan	0.00	0.00	0.00
Collection Account balance	89,122.36	26,785.09	115,907.45

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account no.: **GB88 COUT 1800 9110 4920 70**

Collected Gross Receipts:

	Totals previous accounting period	Statement	Total
A ROW Gross Receipts	204,631	(38,500)	166,131
- balance remaining from Schedule 5B (to be applied under items A4 - A13)	0	0	0
C Producer Collateral Receipts	0	0	0
Total	204,631	(38,500)	166,131

1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	2,046	(385)	1,661
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		0	0	0
2 an amount equal to the Sales Agent's Presale Commission (EUR8,000 and USD8,000) shall be held in the Collection Account until no later than 3 months after the Delivery Date, and after the same is confirmed by the Producer; either				
i) to the Sales Agent in payment of the Sales Agent's Presale Commission if the Producer confirms that the Presale Minimum Guarantees have been received in full by or on behalf of the Producer; or				
ii) first to the Producer in payment of the Producer Funding if the Producer confirms that the Presale Minimum Guarantees have not been received by or on behalf of the Producer in full; and second, any excess Sales Agent's Presale Commission shall be paid to the Sales Agent in payment of the Sales Agent's Presale Commission				
3 in payment of 50% of the Sales Agent's Sales Commission				
- up to EUR1,000,000 of ROW Gross Receipts	7.5%	15,347	(2,888)	12,460
thereafter	5%			
- North America	5%			
- overages	5%			
4 Sales Expenses, capped at EUR81,000		43,058	0	43,058
- outside cap expenses, to be approved by the Funders		57,044	0	57,044
5 to Producer until payment in full of the UK Tax Credit Shortfall (if any)		0	38,500	38,500
6 to CWSYMF towards recoupment of the MHC Gap Loan (GBP566,667) plus interest, the exact amount to be advised in writing		87,135	(73,728)	13,407
7 - to Producer until payment in full of the balance of the Producer Funding; and thereafter				
- to the extent that Producer has recouped part of the Producer Funding out of any Individual Producer Heldback Fees, to Andrew Litvin, Adventure Pictures Limited and Sally Potter Films Limited towards reimbursement of such amounts that were applied by Producer towards payment of the Producer Funding (tba)				
8 Sales Agent:				
i) in payment of any Sales Agent's Presale Commission paid to Producer under item A2 above				
ii) 50% of the Sales Agent's Sales Commission on all ROW Gross Receipts under A1-7 above and 100% of Sales Agent's Sales Commission on an ongoing basis in respect of all future ROW Gross Receipts				
9 Zomart towards recoupment of the Zomart Investment of GBP150,000 plus a 15% premium (GBP22,500) thereon				
10 on a pro rata and pari passu basis, as follows:				
*) - Deferments up to a maximum amount of GBP34,743:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
- Additional Deferments up to a maximum amount of GBP314,741				
- Miso (GBP6,159)	1.96%			
- Adventure Pictures Ltd (GBP93,000)	29.55%			
- Sally Potter (GBP106,082)	33.70%			
- BFI (GBP32,500)	10.33%			
- Andrew Litvin (GBP10,000)	3.18%			
- Christopher Sheppard (GBP67,000)	21.29%			
11 on a pari passu basis, as follows:				
a) DFI towards recoupment of the DFI Investment (DKr2,000,000)	6.9%			
b) on a pro rata and pari passu basis, as follows:	93.1%			
- BFI Investment				
- BBC Equity Advance (GBP100,000)				
- Nordisk deferment of DKR543,310 (plus a 20% premium thereon)				
*) - Deferments:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
*) - UK Tax Credit Entitlement Sum				
12 Completion Guarantor's Advances (if any); thereafter to the extent that Completion Guarantor shall have recouped any part of the Completion Guarantor's Advances pursuant to items 10 and/or 11 above to the Deferees and the Film Production Company in payment of the Deferments and the UK Tax Credit Entitlement Sum				
13 the balance shall form "Net Profits" and shall be applied as follows:				
i) Equity	3.0%			
ii) Film Production Company	47.0%			
iii) on a pari passu basis, as follows:				
A. BFI	30.63%			
B. BBC	3.01%			
C. DFI/Miso	7%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	6%			
E. Producer	1%			
F. Zomart	2.36%			
SAVE that if the MHC Gap Loan remains outstanding 120 days after the MHC Repayment Date, such shares shall be allocated as to:				
A. BFI	27.07%			
B. BBC	2.66%			
C. DFI/Miso	6.19%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	11%			
E. Producer	1%			
F. Zomart	2.08%			
Total allocated per Statement date		204,631	(38,500)	166,131

*) In case the Completion Guarantor has advanced Completion Guarantor's Advances, the sums payable in respect of the Deferments and the UK Tax Credit Entitlement Sum shall be applied in payment of the Completion Guarantor's Advances first and only thereafter on a pro rata and pari passu basis in payment of the Deferments and the UK Tax Credit Entitlement Sum

**) Sales Agent shall not be entitled to any Sales Commission or Sales Expenses from Producer Collateral Receipts comprising the UK Tax Credit Amount

Freeway CAM B.V.

Schedule 5B

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account no.: **GB88 COUT 1800 9110 4920 70**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
B German Gross Receipts		0	0	0
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	0	0	0
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		0	0	0
2 in payment of 50% of the Sales Agent's Sales Commission				
- Germany Territory	5%	0	0	0
- overages	5%			
3 on a pro rata and pari passu basis in payment of the Additional Deferments:				
i) Miso (GBP6,159)	1.96%	0	0	0
ii) Adventure Pictures Ltd (GBP93,000)	29.55%	0	0	0
iii) Sally Potter (GBP106,082)	33.70%	0	0	0
iv) BFI (GBP32,500)	10.33%	0	0	0
v) Andrew Litvin (GBP10,000)	3.18%	0	0	0
vi) Christopher Sheppard (GBP67,000)	21.29%	0	0	0
4 the balance shall be payable in accordance with items A4 - A13 (inclusive)				
Total allocated per Statement date		0	0	0

Title:Ginger and Rosa

Currency :EUR

Account no:GB88 COUT 1800 9110 4920 70

Allocation previous Collection Account balance		Totals
FCAM's Remuneration	234	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	1,754	
Sales Expenses	0	
UK Tax Credit Shortfall	0	
MHC Gap Loan	87,135	
Total	a	89,122
Payments		
FCAM's Remuneration	151	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	1,134	
Sales Expenses	0	
UK Tax Credit Shortfall	0	
MHC Gap Loan	0	
Total	b	1,285
Allocation of Collected Gross Receipts		
FCAM's Remuneration	(385)	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	(2,888)	
Sales Expenses	0	
UK Tax Credit Shortfall	38,500	
MHC Gap Loan	(73,728)	
Total	c	(38,500)

Entitlements			
Beneficiaries	Payment Date	Amount	Total
Presale Minimum Guarantee - payable to Producer	12-Apr-13	64,000.00	
FCAM's Remuneration		0.00	
FCAM Expenses		0.00	
Sales Agent's Presale Commission		0.00	
Sales Agent's Sales Commission		0.00	
Sales Expenses		0.00	
UK Tax Credit Shortfall	reserved	38,500.00	
MHC Gap Loan	12-Apr-13	13,407.45	
Total	a+b+c		115,907.45



COLLECTION STATEMENT

Title: Ginger and Rosa
Reporting Period: through AUG 12, 2013

Statement No.: **EUR - GaR no.5**
Date: 21/Aug/13

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Account

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account number: **GB88 COUT 1800 9110 4920 70** (Coutts)

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
inception	Collection Account balance		0.00	0.00	0.00
22-Nov-12	Artificial Eye Film	UK	60,000.00		
3-Dec-12	Filmcoopi	Switzerland	2,500.00		
3-Dec-12	Future Film AB	Scandinavia	64,000.00		
7-Dec-12	Artificial Eye Film	UK	60,000.00		
	refund of WHT erroneously received into collection account			(5,250.00)	
13-Dec-12	Collection Account balance		186,500.00	(5,250.00)	181,250.00
3-Jan-13	Sales Agent's Sales Commission			(13,593.75)	
	Sales Expenses			(54,689.18)	
25-Jan-13	Collection Account balance		186,500.00	(73,532.93)	112,967.07
19-Dec-12	FCAM's Remuneration			(1,812.50)	
30-Jan-13	Sales Expenses			(45,413.47)	
	refund of WHT		5,250.00		
28-Feb-13	Eurozoom	France	10,500.00		
8-Mar-13	Calinos	Turkey	7,631.26		
8-Mar-13	Collection Account balance		209,881.26	(120,758.90)	89,122.36
22-Mar-13	Eurozoom	France	24,500.00		
4-Apr-13	Hong Kong International Film	Hong Kong	1,000.00		
	FCAM's Remuneration			151.19	
	Sales Agent's Sales Commission			1,133.91	
5-Apr-13	Collection Account balance		235,381.26	(119,473.81)	115,907.45
12-Apr-13	MHC Gap Loan			(13,407.45)	
	Presale Minimum Guarantees			(64,000.00)	
	UK Tax Credit Shortfall			(15,346.14)	
20-Jun-13	Filmfreak	Benelux	25,000.00		
9-Aug-13	EDKO Films	Hong Kong	3,980.50		
	FCAM's Remuneration			(289.81)	
	FCAM Expenses			(354.11)	
12-Aug-13	Collection Account balance		264,361.76	(212,871.31)	51,490.45

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
Gross Receipts	166,131.26	28,980.50	195,111.76
Presale Minimum Guarantees	64,000.00	(64,000.00)	0.00
Total Payments:			
FCAM's Remuneration	(1,661.31)	(289.81)	(1,951.12)
FCAM Expenses	0.00	(354.11)	(354.11)
Sales Agent's Presale Commission	0.00	0.00	0.00
Sales Agent's Sales Commission	(12,459.84)	0.00	(12,459.84)
Sales Expenses	(100,102.65)	0.00	(100,102.65)
UK Tax Credit Shortfall	0.00	(15,346.14)	(15,346.14)
MHC Gap Loan	0.00	(13,407.45)	(13,407.45)
Collection Account balance	115,907.45	(64,417.00)	51,490.45

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account no.: **GB88 COUT 1800 9110 4920 70**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
A ROW Gross Receipts		166,131	28,981	195,112
- balance remaining from Schedule 5B (to be applied under items A4 - A13)		0	0	0
**) C Producer Collateral Receipts		0	0	0
Total		166,131	28,981	195,112
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	1,661	290	1,951
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		0	500	500
2 an amount equal to the Sales Agent's Presale Commission (EUR8,000 and USD8,000) shall be held in the Collection Account until no later than 3 months after the Delivery Date, and after the same is confirmed by the Producer; either				
i) to the Sales Agent in payment of the Sales Agent's Presale Commission if the Producer confirms that the Presale Minimum Guarantees have been received in full by or on behalf of the Producer; or				
ii) first to the Producer in payment of the Producer Funding if the Producer confirms that the Presale Minimum Guarantees have not been received by or on behalf of the Producer in full; and second, any excess Sales Agent's Presale Commission shall be paid to the Sales Agent in payment of the Sales Agent's Presale Commission				
<i>Sales Agent's Sales Commission (German Territory)</i>	<i>5%</i>	<i>0</i>	<i>14,805</i>	<i>14,805</i>
3 in payment of 50% of the Sales Agent's Sales Commission				
- up to EUR1,000,000 of ROW Gross Receipts thereafter	7.5%	12,460	2,174	14,633
- North America	5%			
- overages	5%			
4 Sales Expenses, capped at EUR81,000		43,058	0	43,058
- outside cap expenses, to be approved by the Funders		57,044	0	57,044
5 to Producer until payment in full of the UK Tax Credit Shortfall (if any)		38,500	(23,154)	15,346
6 to CWSYMF towards recoupment of the MHC Gap Loan (GBP566,667) plus interest, the exact amount to be advised in writing		13,407	34,366	47,774
7 - to Producer until payment in full of the balance of the Producer Funding; and thereafter				
- to the extent that Producer has recouped part of the Producer Funding out of any Individual Producer Heldback Fees, to Andrew Litvin, Adventure Pictures Limited and Sally Potter Films Limited towards reimbursement of such amounts that were applied by Producer towards payment of the Producer Funding (tba)				
8 Sales Agent:				
i) in payment of any Sales Agent's Presale Commission paid to Producer under item A2 above				
ii) 50% of the Sales Agent's Sales Commission on all ROW Gross Receipts under A1-7 above and 100% of Sales Agent's Sales Commission on an ongoing basis in respect of all future ROW Gross Receipts				
9 Zomart towards recoupment of the Zomart Investment of GBP150,000 plus a 15% premium (GBP22,500) thereon				
10 on a pro rata and pari passu basis, as follows:				
*) - Deferments up to a maximum amount of GBP34,743:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
- Additional Deferments up to a maximum amount of GBP314,741				
- Miso (GBP6,159)	1.96%			
- Adventure Pictures Ltd (GBP93,000)	29.55%			
- Sally Potter (GBP106,082)	33.70%			
- BFI (GBP32,500)	10.33%			
- Andrew Litvin (GBP10,000)	3.18%			
- Christopher Sheppard (GBP67,000)	21.29%			
11 on a pari passu basis, as follows:				
a) DFI towards recoupment of the DFI Investment (DKr2,000,000)	6.9%			
b) on a pro rata and pari passu basis, as follows:	93.1%			
- BFI Investment				
- BBC Equity Advance (GBP100,000)				
- Nordisk deferment of DKR543,310 (plus a 20% premium thereon)				
*) - Deferments:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
*) - UK Tax Credit Entitlement Sum				
12 Completion Guarantor's Advances (if any); thereafter to the extent that Completion Guarantor shall have recouped any part of the Completion Guarantor's Advances pursuant to items 10 and/or 11 above to the Deferees and the Film Production Company in payment of the Deferments and the UK Tax Credit Entitlement Sum				
13 the balance shall form "Net Profits" and shall be applied as follows:				
i) Equity	3.0%			
ii) Film Production Company	47.0%			
iii) on a pari passu basis, as follows:				
A. BFI	30.63%			
B. BBC	3.01%			
C. DFI/Miso	7%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	6%			
E. Producer	1%			
F. Zomart	2.36%			
SAVE that if the MHC Gap Loan remains outstanding 120 days after the MHC Repaymend Date, such shares shall be allocated as to:				
A. BFI	27.07%			
B. BBC	2.66%			
C. DFI/Miso	6.19%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	11%			
E. Producer	1%			
F. Zomart	2.08%			
Total allocated per Statement date		166,131	28,981	195,112

*) in case the Completion Guarantor has advanced Completion Guarantor's Advances, the sums payable in respect of the Deferments and the UK Tax Credit Entitlement Sum shall be applied in payment of the Completion Guarantor's Advances first and only thereafter on a pro rata and pari passu basis in payment of the Deferments and the UK Tax Credit Entitlement Sum

**) Sales Agent shall not be entitled to any Sales Commission or Sales Expenses from Producer Collateral Receipts comprising the UK Tax Credit Amount

Freeway CAM B.V.**Schedule 5B**

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account no.: **GB88 COUT 1800 9110 4920 70**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
B German Gross Receipts		0	0	0
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	0	0	0
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		0	0	0
2 in payment of 50% of the Sales Agent's Sales Commission				
- German Territory	5%	0	0	0
- overages	5%			
3 on a pro rata and pari passu basis in payment of the Additional Deferments:				
i) Miso (GBP6,159)	1.96%	0	0	0
ii) Adventure Pictures Ltd (GBP93,000)	29.55%	0	0	0
iii) Sally Potter (GBP106,082)	33.70%	0	0	0
iv) BFI (GBP32,500)	10.33%	0	0	0
v) Andrew Litvin (GBP10,000)	3.18%	0	0	0
vi) Christopher Sheppard (GBP67,000)	21.29%	0	0	0
4 the balance shall be payable in accordance with items A4 - A13 (inclusive)				
Total allocated per Statement date		0	0	0

Title: Ginger and Rosa
Currency : EUR
Account no: GB88 COUT 1800 9110 4920 70

Allocation previous Collection Account balance

		Totals
Presale Minimum Guarantees	64,000	
FCAM's Remuneration	0	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	0	
Sales Expenses	0	
UK Tax Credit Shortfall	38,500	
MHC Gap Loan	13,407	
Total	a	115,907

Payments

Presale Minimum Guarantees	(64,000)	
FCAM's Remuneration	(290)	
FCAM Expenses	(354)	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	0	
Sales Expenses	0	
UK Tax Credit Shortfall	(15,346)	
MHC Gap Loan	(13,407)	
Total	b	(29,398)

Allocation of Collected Gross Receipts

FCAM's Remuneration	290	
FCAM Expenses	500	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	16,978	
Sales Expenses	0	
UK Tax Credit Shortfall	(23,154)	
MHC Gap Loan	34,366	
Total	c	28,981

Entitlements			
Beneficiaries	Payment Date	Amount	Total
FCAM's Remuneration		0.00	
FCAM Expenses		145.89	
Sales Agent's Presale Commission		0.00	
Sales Agent's Sales Commission	22-Aug-13	16,978.20	
Sales Expenses		0.00	
UK Tax Credit Shortfall		0.00	
MHC Gap Loan	22-Aug-13	34,366.36	
Total	a+b+c		51,490.45



COLLECTION STATEMENT

Title: Ginger and Rosa
Reporting Period: through SEP 2013

Statement No.: **EUR - GaR no.6**
Date: 16/Oct/13

Issued by: Freeway CAM B.V.
Address: Luna Arena, Herikerbergweg 238,
 1101 CM Amsterdam Zuidoost
VAT No: 810347647B01
Chamber of Commerce No: 34163572

Account manager: Nóra Keszler
E-mail: nora.keszler@freeway-entertainment.com
Tel: +36 (1) 473 4300
Fax: +36 (1) 473 4301
Website: www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Account

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account number: **GB88 COUT 1800 9110 4920 70** (Coutts)

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
25-Jan-13	Collection Account balance		186,500.00	(73,532.93)	112,967.07
19-Dec-12	FCAM's Remuneration			(1,812.50)	
30-Jan-13	Sales Expenses			(45,413.47)	
	refund of WHT		5,250.00		
28-Feb-13	Eurozoom	France	10,500.00		
8-Mar-13	Calinos	Turkey	7,631.26		
8-Mar-13	Collection Account balance		209,881.26	(120,758.90)	89,122.36
22-Mar-13	Eurozoom	France	24,500.00		
4-Apr-13	Hong Kong International Film	Hong Kong	1,000.00		
	FCAM's Remuneration			151.19	
	Sales Agent's Sales Commission			1,133.91	
5-Apr-13	Collection Account balance		235,381.26	(119,473.81)	115,907.45
12-Apr-13	MHC Gap Loan			(13,407.45)	
	Presale Minimum Guarantees			(64,000.00)	
	UK Tax Credit Shortfall			(15,346.14)	
20-Jun-13	Filmfreak	Benelux	25,000.00		
9-Aug-13	EDKO Films	Hong Kong	3,980.50		
	FCAM's Remuneration			(289.81)	
	FCAM Expenses			(354.11)	
12-Aug-13	Collection Account balance		264,361.76	(212,871.31)	51,490.45
22-Aug-13	Sales Agent's Sales Commission			(16,978.20)	
	MHC Gap Loan			(34,366.36)	
25-Sep-13	Flash Forward	Thailand	574.00		
30-Sep-13	Collection Account balance		264,935.76	(264,215.87)	719.89

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
Gross Receipts	195,111.76	574.00	195,685.76
Total Payments:			
FCAM's Remuneration	(1,951.12)	0.00	(1,951.12)
FCAM Expenses	(354.11)	0.00	(354.11)
Sales Agent's Presale Commission	0.00	0.00	0.00
Sales Agent's Sales Commission	(12,459.84)	(16,978.20)	(29,438.04)
Sales Expenses	(100,102.65)	0.00	(100,102.65)
UK Tax Credit Shortfall	(15,346.14)	0.00	(15,346.14)
MHC Gap Loan	(13,407.45)	(34,366.36)	(47,773.81)
Collection Account balance	51,490.45	(50,770.56)	719.89

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account no.: **GB88 COUT 1800 9110 4920 70**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
A ROW Gross Receipts		195,112	574	195,686
- balance remaining from Schedule 5B (to be applied under items A4 - A13)		0	0	0
**) C Producer Collateral Receipts		0	0	0
Total		195,112	574	195,686
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	1,951	6	1,957
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
- FCAM Expenses, capped at GBP1,500 per annum		500	0	500
2 an amount equal to the Sales Agent's Presale Commission (EUR8,000 and USD8,000) shall be held in the Collection Account until no later than 3 months after the Delivery Date, and after the same is confirmed by the Producer; either				
i) to the Sales Agent in payment of the Sales Agent's Presale Commission if the Producer confirms that the Presale Minimum Guarantees have been received in full by or on behalf of the Producer; or		0	0	0
ii) first to the Producer in payment of the Producer Funding if the Producer confirms that the Presale Minimum Guarantees have not been received by or on behalf of the Producer in full; and second, any excess Sales Agent's Presale Commission shall be paid to the Sales Agent in payment of the Sales Agent's Presale Commission		0	0	0
<i>Sales Agent's Sales Commission (German Territory)</i>	<i>5%</i>	<i>14,805</i>	<i>0</i>	<i>14,805</i>
3 in payment of 50% of the Sales Agent's Sales Commission				
- up to EUR1,000,000 of ROW Gross Receipts	7.5%	14,633	43	14,676
- thereafter	5%			
- North America	5%			
- overages	5%			
4 Sales Expenses, capped at EUR81,000		43,058	0	43,058
- outside cap expenses, to be approved by the Funders		57,044	0	57,044
5 to Producer until payment in full of the UK Tax Credit Shortfall (if any)		15,346	0	15,346
6 to CWSYMF towards recoupment of the MHC Gap Loan (GBP566,667) plus interest, the exact amount to be advised in writing		47,774	525	48,299
7 - to Producer until payment in full of the balance of the Producer Funding; and thereafter				
- to the extent that Producer has recouped part of the Producer Funding out of any Individual Producer Heldback Fees, to Andrew Litvin, Adventure Pictures Limited and Sally Potter Films Limited towards reimbursement of such amounts that were applied by Producer towards payment of the Producer Funding (tba)				
8 Sales Agent:				
i) in payment of any Sales Agent's Presale Commission paid to Producer under item A2 above				
ii) 50% of the Sales Agent's Sales Commission on all ROW Gross Receipts under A1-7 above and 100% of Sales Agent's Sales Commission on an ongoing basis in respect of all future ROW Gross Receipts				
9 Zomart towards recoupment of the Zomart Investment of GBP150,000 plus a 15% premium (GBP22,500) thereon				
10 on a pro rata and pari passu basis, as follows:				
*) - Deferments up to a maximum amount of GBP34,743:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
- Additional Deferments up to a maximum amount of GBP314,741				
- Miso (GBP6,159)	1.96%			
- Adventure Pictures Ltd (GBP93,000)	29.55%			
- Sally Potter (GBP106,082)	33.70%			
- BFI (GBP32,500)	10.33%			
- Andrew Litvin (GBP10,000)	3.18%			
- Christopher Sheppard (GBP67,000)	21.29%			
11 on a pari passu basis, as follows:				
a) DFI towards recoupment of the DFI Investment (DKr2,000,000)	6.9%			
b) on a pro rata and pari passu basis, as follows:	93.1%			
- BFI Investment				
- BBC Equity Advance (GBP100,000)				
- Nordisk deferment of DKR543,310 (plus a 20% premium thereon)				
*) - Deferments:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
*) - UK Tax Credit Entitlement Sum				
12 Completion Guarantor's Advances (if any); thereafter to the extent that Completion Guarantor shall have recouped any part of the Completion Guarantor's Advances pursuant to items 10 and/or 11 above to the Deferees and the Film Production Company in payment of the Deferments and the UK Tax Credit Entitlement Sum				
13 the balance shall form "Net Profits" and shall be applied as follows:				
i) Equity	3.0%			
ii) Film Production Company	47.0%			
iii) on a pari passu basis, as follows:				
A. BFI	30.63%			
B. BBC	3.01%			
C. DFI/Miso	7%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	6%			
E. Producer	1%			
F. Zomart	2.36%			
SAVE that if the MHC Gap Loan remains outstanding 120 days after the MHC Repaymend Date, such shares shall be allocated as to:				
A. BFI	27.07%			
B. BBC	2.66%			
C. DFI/Miso	6.19%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	11%			
E. Producer	1%			
F. Zomart	2.08%			
Total allocated per Statement date		195,112	574	195,686

*) in case the Completion Guarantor has advanced Completion Guarantor's Advances, the sums payable in respect of the Deferments and the UK Tax Credit Entitlement Sum shall be applied in payment of the Completion Guarantor's Advances first and only thereafter on a pro rata and pari passu basis in payment of the Deferments and the UK Tax Credit Entitlement Sum

**) Sales Agent shall not be entitled to any Sales Commission or Sales Expenses from Producer Collateral Receipts comprising the UK Tax Credit Amount

Freeway CAM B.V.

Schedule 5B

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account no.: **GB88 COUT 1800 9110 4920 70**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
B German Gross Receipts		0	0	0
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	0	0	0
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		0	0	0
2 in payment of 50% of the Sales Agent's Sales Commission				
- German Territory	5%	0	0	0
- overages	5%			
3 on a pro rata and pari passu basis in payment of the Additional Deferments:				
i) Miso (GBP6,159)	1.96%	0	0	0
ii) Adventure Pictures Ltd (GBP93,000)	29.55%	0	0	0
iii) Sally Potter (GBP106,082)	33.70%	0	0	0
iv) BFI (GBP32,500)	10.33%	0	0	0
v) Andrew Litvin (GBP10,000)	3.18%	0	0	0
vi) Christopher Sheppard (GBP67,000)	21.29%	0	0	0
4 the balance shall be payable in accordance with items A4 - A13 (inclusive)				
Total allocated per Statement date		0	0	0

Title: Ginger and Rosa

Currency : EUR

Account no: GB88 COUT 1800 9110 4920 70

Allocation previous Collection Account balance		Totals
FCAM's Remuneration	0	
FCAM Expenses	146	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	16,978	
Sales Expenses	0	
UK Tax Credit Shortfall	0	
MHC Gap Loan	34,366	
Total	a	51,490
Payments		
FCAM's Remuneration	0	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	(16,978)	
Sales Expenses	0	
UK Tax Credit Shortfall	0	
MHC Gap Loan	(34,366)	
Total	b	(51,345)
Allocation of Collected Gross Receipts		
FCAM's Remuneration	6	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	43	
Sales Expenses	0	
UK Tax Credit Shortfall	0	
MHC Gap Loan	525	
Total	c	574

Entitlements			
Beneficiaries	Payment Date	Amount	Total
FCAM's Remuneration		5.74	
FCAM Expenses		145.89	
Sales Agent's Presale Commission		0.00	
Sales Agent's Sales Commission		43.05	
Sales Expenses		0.00	
UK Tax Credit Shortfall		0.00	
MHC Gap Loan	21-Oct-13	525.21	
Total		a+b+c	719.89



COLLECTION STATEMENT

Title: Ginger and Rosa
Reporting Period: through FEB 20, 2014

Statement No.: **EUR - GaR no.7**
Date: 26/Feb/14

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Account

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account number: **GB88 COUT 1800 9110 4920 70** (Coutts)

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
25-Jan-13	Collection Account balance		186,500.00	(73,532.93)	112,967.07
19-Dec-12	FCAM's Remuneration			(1,812.50)	
30-Jan-13	Sales Expenses			(45,413.47)	
	refund of WHT		5,250.00		
28-Feb-13	Eurozoom	France	10,500.00		
8-Mar-13	Calinos	Turkey	7,631.26		
8-Mar-13	Collection Account balance		209,881.26	(120,758.90)	89,122.36
22-Mar-13	Eurozoom	France	24,500.00		
4-Apr-13	Hong Kong International Film	Hong Kong	1,000.00		
	FCAM's Remuneration			151.19	
	Sales Agent's Sales Commission			1,133.91	
5-Apr-13	Collection Account balance		235,381.26	(119,473.81)	115,907.45
12-Apr-13	MHC Gap Loan			(13,407.45)	
	Presale Minimum Guarantees			(64,000.00)	
	UK Tax Credit Shortfall			(15,346.14)	
20-Jun-13	Filmfreak	Benelux	25,000.00		
9-Aug-13	EDKO Films	Hong Kong	3,980.50		
	FCAM's Remuneration			(289.81)	
	FCAM Expenses			(354.11)	
12-Aug-13	Collection Account balance		264,361.76	(212,871.31)	51,490.45
22-Aug-13	Sales Agent's Sales Commission			(16,978.20)	
	MHC Gap Loan			(34,366.36)	
25-Sep-13	Flash Forward	Thailand	574.00		
30-Sep-13	Collection Account balance		264,935.76	(264,215.87)	719.89
21-Oct-13	MHC Gap Loan			(525.21)	
17-Jan-14	Filmcoopi	Switzerland	7,481.00		
20-Feb-14	Collection Account balance		272,416.76	(264,741.08)	7,675.68

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
Gross Receipts	195,685.76	7,481.00	203,166.76
Total Payments:			
FCAM's Remuneration	(1,951.12)	0.00	(1,951.12)
FCAM Expenses	(354.11)	0.00	(354.11)
Sales Agent's Presale Commission	0.00	0.00	0.00
Sales Agent's Sales Commission	(29,438.04)	0.00	(29,438.04)
Sales Expenses	(100,102.65)	0.00	(100,102.65)
UK Tax Credit Shortfall	(15,346.14)	0.00	(15,346.14)
MHC Gap Loan	(47,773.81)	(525.21)	(48,299.02)
Collection Account balance	719.89	6,955.79	7,675.68

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account no.: **GB88 COUT 1800 9110 4920 70**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
A ROW Gross Receipts		195,686	7,481	203,167
- balance remaining from Schedule 5B (to be applied under items A4 - A13)		0	0	0
**) C Producer Collateral Receipts		0	0	0
Total		195,686	7,481	203,167
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	1,957	75	2,032
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
- FCAM Expenses, capped at GBP1,500 per annum		500	0	500
2 an amount equal to the Sales Agent's Presale Commission (EUR8,000 and USD8,000) shall be held in the Collection Account until no later than 3 months after the Delivery Date, and after the same is confirmed by the Producer; either				
i) to the Sales Agent in payment of the Sales Agent's Presale Commission if the Producer confirms that the Presale Minimum Guarantees have been received in full by or on behalf of the Producer; or		0	0	0
ii) first to the Producer in payment of the Producer Funding if the Producer confirms that the Presale Minimum Guarantees have not been received by or on behalf of the Producer in full; and second, any excess Sales Agent's Presale Commission shall be paid to the Sales Agent in payment of the Sales Agent's Presale Commission		0	0	0
<i>Sales Agent's Sales Commission (German Territory)</i>	<i>5%</i>	<i>14,805</i>	<i>0</i>	<i>14,805</i>
3 in payment of 50% of the Sales Agent's Sales Commission				
- up to EUR1,000,000 of ROW Gross Receipts	7.5%	14,676	561	15,238
- thereafter	5%			
- North America	5%			
- overages	5%			
4 Sales Expenses, capped at EUR81,000		43,058	0	43,058
- outside cap expenses, to be approved by the Funders		57,044	0	57,044
5 to Producer until payment in full of the UK Tax Credit Shortfall (if any)		15,346	0	15,346
6 to CWSYMF towards recoupment of the MHC Gap Loan (GBP566,667) plus interest, the exact amount to be advised in writing		48,299	6,845	55,144
7 - to Producer until payment in full of the balance of the Producer Funding; and thereafter				
- to the extent that Producer has recouped part of the Producer Funding out of any Individual Producer Heldback Fees, to Andrew Litvin, Adventure Pictures Limited and Sally Potter Films Limited towards reimbursement of such amounts that were applied by Producer towards payment of the Producer Funding (tba)				
8 Sales Agent:				
i) in payment of any Sales Agent's Presale Commission paid to Producer under item A2 above				
ii) 50% of the Sales Agent's Sales Commission on all ROW Gross Receipts under A1-7 above and 100% of Sales Agent's Sales Commission on an ongoing basis in respect of all future ROW Gross Receipts				
9 Zomart towards recoupment of the Zomart Investment of GBP150,000 plus a 15% premium (GBP22,500) thereon				
10 on a pro rata and pari passu basis, as follows:				
*) - Deferments up to a maximum amount of GBP34,743:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
- Additional Deferments up to a maximum amount of GBP314,741				
- Miso (GBP6,159)	1.96%			
- Adventure Pictures Ltd (GBP93,000)	29.55%			
- Sally Potter (GBP106,082)	33.70%			
- BFI (GBP32,500)	10.33%			
- Andrew Litvin (GBP10,000)	3.18%			
- Christopher Sheppard (GBP67,000)	21.29%			
11 on a pari passu basis, as follows:				
a) DFI towards recoupment of the DFI Investment (DKr2,000,000)	6.9%			
b) on a pro rata and pari passu basis, as follows:	93.1%			
- BFI Investment				
- BBC Equity Advance (GBP100,000)				
- Nordisk deferment of DKR543,310 (plus a 20% premium thereon)				
*) - Deferments:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
*) - UK Tax Credit Entitlement Sum				
12 Completion Guarantor's Advances (if any); thereafter to the extent that Completion Guarantor shall have recouped any part of the Completion Guarantor's Advances pursuant to items 10 and/or 11 above to the Deferees and the Film Production Company in payment of the Deferments and the UK Tax Credit Entitlement Sum				
13 the balance shall form "Net Profits" and shall be applied as follows:				
i) Equity	3.0%			
ii) Film Production Company	47.0%			
iii) on a pari passu basis, as follows:				
A. BFI	30.63%			
B. BBC	3.01%			
C. DFI/Miso	7%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	6%			
E. Producer	1%			
F. Zomart	2.36%			
SAVE that if the MHC Gap Loan remains outstanding 120 days after the MHC Repaymend Date, such shares shall be allocated as to:				
A. BFI	27.07%			
B. BBC	2.66%			
C. DFI/Miso	6.19%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	11%			
E. Producer	1%			
F. Zomart	2.08%			
Total allocated per Statement date		195,686	7,481	203,167

*) in case the Completion Guarantor has advanced Completion Guarantor's Advances, the sums payable in respect of the Deferments and the UK Tax Credit Entitlement Sum shall be applied in payment of the Completion Guarantor's Advances first and only thereafter on a pro rata and pari passu basis in payment of the Deferments and the UK Tax Credit Entitlement Sum

**) Sales Agent shall not be entitled to any Sales Commission or Sales Expenses from Producer Collateral Receipts comprising the UK Tax Credit Amount

Freeway CAM B.V.

Schedule 5B

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account no.: **GB88 COUT 1800 9110 4920 70**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
B German Gross Receipts		0	0	0
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	0	0	0
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		0	0	0
2 in payment of 50% of the Sales Agent's Sales Commission				
- German Territory	5%	0	0	0
- overages	5%			
3 on a pro rata and pari passu basis in payment of the Additional Deferments:				
i) Miso (GBP6,159)	1.96%	0	0	0
ii) Adventure Pictures Ltd (GBP93,000)	29.55%	0	0	0
iii) Sally Potter (GBP106,082)	33.70%	0	0	0
iv) BFI (GBP32,500)	10.33%	0	0	0
v) Andrew Litvin (GBP10,000)	3.18%	0	0	0
vi) Christopher Sheppard (GBP67,000)	21.29%	0	0	0
4 the balance shall be payable in accordance with items A4 - A13 (inclusive)				
Total allocated per Statement date		0	0	0

Title: Ginger and Rosa
Currency : EUR
Account no: GB88 COUT 1800 9110 4920 70

Allocation previous Collection Account balance

		Totals
FCAM's Remuneration	6	
FCAM Expenses	146	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	43	
Sales Expenses	0	
UK Tax Credit Shortfall	0	
MHC Gap Loan	525	
Total	a	720

Payments

FCAM's Remuneration	0	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	0	
Sales Expenses	0	
UK Tax Credit Shortfall	0	
MHC Gap Loan	(525)	
Total	b	(525)

Allocation of Collected Gross Receipts

FCAM's Remuneration	75	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	561	
Sales Expenses	0	
UK Tax Credit Shortfall	0	
MHC Gap Loan	6,845	
Total	c	7,481

Entitlements			
Beneficiaries	Payment Date	Amount	Total
FCAM's Remuneration		80.55	
FCAM Expenses		145.89	
Sales Agent's Presale Commission		0.00	
Sales Agent's Sales Commission	28-Feb-14	604.13	
Sales Expenses		0.00	
UK Tax Credit Shortfall		0.00	
MHC Gap Loan	28-Feb-14	6,845.11	
Total		a+b+c	7,675.68



COLLECTION STATEMENT

Title: Ginger and Rosa
Reporting Period: through APR 2014

Statement No.: **EUR - GaR no.8**
Date: 22/May/14

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Account

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account number: **GB88 COUT 1800 9110 4920 70** (Coutts)

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
5-Apr-13	Collection Account balance		235,381.26	(119,473.81)	115,907.45
12-Apr-13	MHC Gap Loan			(13,407.45)	
	Presale Minimum Guarantees			(64,000.00)	
	UK Tax Credit Shortfall			(15,346.14)	
20-Jun-13	Filmfreak	Benelux	25,000.00		
9-Aug-13	EDKO Films	Hong Kong	3,980.50		
	FCAM's Remuneration			(289.81)	
	FCAM Expenses			(354.11)	
12-Aug-13	Collection Account balance		264,361.76	(212,871.31)	51,490.45
22-Aug-13	Sales Agent's Sales Commission			(16,978.20)	
	MHC Gap Loan			(34,366.36)	
25-Sep-13	Flash Forward	Thailand	574.00		
30-Sep-13	Collection Account balance		264,935.76	(264,215.87)	719.89
21-Oct-13	MHC Gap Loan			(525.21)	
17-Jan-14	Filmcoop	Switzerland	7,481.00		
20-Feb-14	Collection Account balance		272,416.76	(264,741.08)	7,675.68
28-Feb-14	Sales Agent's Sales Commission			(604.13)	
	MHC Gap Loan			(6,845.11)	
24-Apr-14	Red Apollo	China	1,794.82		
30-Apr-14	Collection Account balance		274,211.58	(272,190.32)	2,021.26

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
Gross Receipts	203,166.76	1,794.82	204,961.58
Total Payments:			
FCAM's Remuneration	(1,951.12)	0.00	(1,951.12)
FCAM Expenses	(354.11)	0.00	(354.11)
Sales Agent's Presale Commission	0.00	0.00	0.00
Sales Agent's Sales Commission	(29,438.04)	(604.13)	(30,042.17)
Sales Expenses	(100,102.65)	0.00	(100,102.65)
UK Tax Credit Shortfall	(15,346.14)	0.00	(15,346.14)
MHC Gap Loan	(48,299.02)	(6,845.11)	(55,144.13)
Collection Account balance	7,675.68	(5,654.42)	2,021.26

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account no.: **GB88 COUT 1800 9110 4920 70**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
A ROW Gross Receipts		203,167	1,795	204,962
- balance remaining from Schedule 5B (to be applied under items A4 - A13)		0	0	0
C Producer Collateral Receipts		0	0	0
Total		203,167	1,795	204,962
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	2,032	18	2,050
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		500	0	500
2 an amount equal to the Sales Agent's Presale Commission (EUR8,000 and USD8,000) shall be held in the Collection Account until no later than 3 months after the Delivery Date, and after the same is confirmed by the Producer; either				
i) to the Sales Agent in payment of the Sales Agent's Presale Commission if the Producer confirms that the Presale Minimum Guarantees have been received in full by or on behalf of the Producer; or		0	0	0
ii) first to the Producer in payment of the Producer Funding if the Producer confirms that the Presale Minimum Guarantees have not been received by or on behalf of the Producer in full; and second, any excess Sales Agent's Presale Commission shall be paid to the Sales Agent in payment of the Sales Agent's Presale Commission		0	0	0
<i>Sales Agent's Sales Commission (German Territory)</i>	5%	14,805	0	14,805
3 in payment of 50% of the Sales Agent's Sales Commission				
- up to EUR1,000,000 of ROW Gross Receipts	7.5%	15,238	135	15,372
thereafter	5%			
- North America	5%			
- overages	5%			
4 Sales Expenses, capped at EUR81,000		43,058	0	43,058
- outside cap expenses, to be approved by the Funders		57,044	0	57,044
5 to Producer until payment in full of the UK Tax Credit Shortfall (if any)		15,346	0	15,346
6 to CWSYMF towards recoupment of the MHC Gap Loan (GBP566,667) plus interest, the exact amount to be advised in writing		55,144	1,642	56,786
7 - to Producer until payment in full of the balance of the Producer Funding; and thereafter				
- to the extent that Producer has recouped part of the Producer Funding out of any Individual Producer Heldback Fees, to Andrew Litvin, Adventure Pictures Limited and Sally Potter Films Limited towards reimbursement of such amounts that were applied by Producer towards payment of the Producer Funding (tba)				
8 Sales Agent:				
i) in payment of any Sales Agent's Presale Commission paid to Producer under item A2 above				
ii) 50% of the Sales Agent's Sales Commission on all ROW Gross Receipts under A1-7 above and 100% of Sales Agent's Sales Commission on an ongoing basis in respect of all future ROW Gross Receipts				
9 Zomart towards recoupment of the Zomart Investment of GBP150,000 plus a 15% premium (GBP22,500) thereon				
10 on a pro rata and pari passu basis, as follows:				
*) - Deferments up to a maximum amount of GBP34,743:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
- Additional Deferments up to a maximum amount of GBP314,741				
- Miso (GBP6,159)	1.96%			
- Adventure Pictures Ltd (GBP93,000)	29.55%			
- Sally Potter (GBP106,082)	33.70%			
- BFI (GBP32,500)	10.33%			
- Andrew Litvin (GBP10,000)	3.18%			
- Christopher Sheppard (GBP67,000)	21.29%			
11 on a pari passu basis, as follows:				
a) DFI towards recoupment of the DFI Investment (DKr2,000,000)	6.9%			
b) on a pro rata and pari passu basis, as follows:	93.1%			
- BFI Investment				
- BBC Equity Advance (GBP100,000)				
- Nordisk deferment of DKR543,310 (plus a 20% premium thereon)				
*) - Deferments:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
*) - UK Tax Credit Entitlement Sum				
12 Completion Guarantor's Advances (if any); thereafter to the extent that Completion Guarantor shall have recouped any part of the Completion Guarantor's Advances pursuant to items 10 and/or 11 above to the Deferees and the Film Production Company in payment of the Deferments and the UK Tax Credit Entitlement Sum				
13 the balance shall form "Net Profits" and shall be applied as follows:				
i) Equity	3.0%			
ii) Film Production Company	47.0%			
iii) on a pari passu basis, as follows:				
A. BFI	30.63%			
B. BBC	3.01%			
C. DFI/Miso	7%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	6%			
E. Producer	1%			
F. Zomart	2.36%			
SAVE that if the MHC Gap Loan remains outstanding 120 days after the MHC Repayment Date, such shares shall be allocated as to:				
A. BFI	27.07%			
B. BBC	2.66%			
C. DFI/Miso	6.19%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	11%			
E. Producer	1%			
F. Zomart	2.08%			
Total allocated per Statement date		203,167	1,795	204,962

*) in case the Completion Guarantor has advanced Completion Guarantor's Advances, the sums payable in respect of the Deferments and the UK Tax Credit Entitlement Sum shall be applied in payment of the Completion Guarantor's Advances first and only thereafter on a pro rata and pari passu basis in payment of the Deferments and the UK Tax Credit Entitlement Sum

**) Sales Agent shall not be entitled to any Sales Commission or Sales Expenses from Producer Collateral Receipts comprising the UK Tax Credit Amount

Freeway CAM B.V.

Schedule 5B

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account no.: **GB88 COUT 1800 9110 4920 70**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
B German Gross Receipts		0	0	0
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	0	0	0
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		0	0	0
2 in payment of 50% of the Sales Agent's Sales Commission				
- German Territory	5%	0	0	0
- overages	5%			
3 on a pro rata and pari passu basis in payment of the Additional Deferments:				
i) Miso (GBP6,159)	1.96%	0	0	0
ii) Adventure Pictures Ltd (GBP93,000)	29.55%	0	0	0
iii) Sally Potter (GBP106,082)	33.70%	0	0	0
iv) BFI (GBP32,500)	10.33%	0	0	0
v) Andrew Litvin (GBP10,000)	3.18%	0	0	0
vi) Christopher Sheppard (GBP67,000)	21.29%	0	0	0
4 the balance shall be payable in accordance with items A4 - A13 (inclusive)				
Total allocated per Statement date		0	0	0

Title: Ginger and Rosa
Currency : EUR
Account no: GB88 COUT 1800 9110 4920 70

Allocation previous Collection Account balance		Totals
FCAM's Remuneration	81	
FCAM Expenses	146	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	604	
Sales Expenses	0	
UK Tax Credit Shortfall	0	
MHC Gap Loan	6,845	
Total <i>a</i>		7,676

Payments		
FCAM's Remuneration	0	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	(604)	
Sales Expenses	0	
UK Tax Credit Shortfall	0	
MHC Gap Loan	(6,845)	
Total <i>b</i>		(7,449)

Allocation of Collected Gross Receipts		
FCAM's Remuneration	18	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	135	
Sales Expenses	0	
UK Tax Credit Shortfall	0	
MHC Gap Loan	1,642	
Total <i>c</i>		1,795

Entitlements			
Beneficiaries	Payment Date	Amount	Total
FCAM's Remuneration		98.50	
FCAM Expenses		145.89	
Sales Agent's Presale Commission		0.00	
Sales Agent's Sales Commission		134.61	
Sales Expenses		0.00	
UK Tax Credit Shortfall		0.00	
MHC Gap Loan	26-May-14	1,642.26	
Total		<i>a+b+c</i>	2,021.26



COLLECTION STATEMENT

Title: Ginger and Rosa
Reporting Period: through AUG 2014

Statement No.: **EUR - GaR no.9**
Date: 25/Sep/14

Issued by:	Freeway CAM B.V.	Account manager:	Nóra Keszler
Address:	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost	E-mail:	nora.keszler@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Account

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account number: **GB88 COUT 1800 9110 4920 70** (Coutts)

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
5-Apr-13	Collection Account balance		235,381.26	(119,473.81)	115,907.45
12-Apr-13	MHC Gap Loan Presale Minimum Guarantees UK Tax Credit Shortfall			(13,407.45) (64,000.00) (15,346.14)	
20-Jun-13	Filmfreak	Benelux	25,000.00		
9-Aug-13	EDKO Films FCAM's Remuneration FCAM Expenses	Hong Kong	3,980.50	(289.81) (354.11)	
12-Aug-13	Collection Account balance		264,361.76	(212,871.31)	51,490.45
22-Aug-13	Sales Agent's Sales Commission MHC Gap Loan			(16,978.20) (34,366.36)	
25-Sep-13	Flash Forward	Thailand	574.00		
30-Sep-13	Collection Account balance		264,935.76	(264,215.87)	719.89
21-Oct-13	MHC Gap Loan			(525.21)	
17-Jan-14	Filmcoop	Switzerland	7,481.00		
20-Feb-14	Collection Account balance		272,416.76	(264,741.08)	7,675.68
28-Feb-14	Sales Agent's Sales Commission MHC Gap Loan			(604.13) (6,845.11)	
24-Apr-14	Red Apollo	China	1,794.82		
30-Apr-14	Collection Account balance		274,211.58	(272,190.32)	2,021.26
26-May-14	MHC Gap Loan			(1,642.26)	
22-Aug-14	Teleprog International	Middle East	1,980.00		
31-Aug-14	Collection Account balance		276,191.58	(273,832.58)	2,359.00

(Collected) Gross Receipts:	Totals previous accounting period	Statement	Total
Gross Receipts	204,961.58	1,980.00	206,941.58
Total Payments:			
FCAM's Remuneration	(1,951.12)	0.00	(1,951.12)
FCAM Expenses	(354.11)	0.00	(354.11)
Sales Agent's Presale Commission	0.00	0.00	0.00
Sales Agent's Sales Commission	(30,042.17)	0.00	(30,042.17)
Sales Expenses	(100,102.65)	0.00	(100,102.65)
UK Tax Credit Shortfall	(15,346.14)	0.00	(15,346.14)
MHC Gap Loan	(55,144.13)	(1,642.26)	(56,786.39)
Collection Account balance	2,021.26	337.74	2,359.00

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account no.: **GB88 COUT 1800 9110 4920 70**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
A ROW Gross Receipts		204,962	1,980	206,942
- balance remaining from Schedule 5B (to be applied under items A4 - A13)		0	0	0
** C Producer Collateral Receipts		0	0	0
Total		204,962	1,980	206,942
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	2,050	20	2,069
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		500	300	800
2 an amount equal to the Sales Agent's Presale Commission (EUR8,000 and USD8,000) shall be held in the Collection Account until no later than 3 months after the Delivery Date, and after the same is confirmed by the Producer; either				
i) to the Sales Agent in payment of the Sales Agent's Presale Commission if the Producer confirms that the Presale Minimum Guarantees have been received in full by or on behalf of the Producer; or		0	0	0
ii) first to the Producer in payment of the Producer Funding if the Producer confirms that the Presale Minimum Guarantees have not been received by or on behalf of the Producer in full; and second, any excess Sales Agent's Presale Commission shall be paid to the Sales Agent in payment of the Sales Agent's Presale Commission		0	0	0
<i>Sales Agent's Sales Commission (German Territory)</i>	5%	14,805	0	14,805
3 in payment of 50% of the Sales Agent's Sales Commission				
- up to EUR1,000,000 of ROW Gross Receipts	7.5%	15,372	149	15,521
thereafter	5%			
- North America	5%			
- overages	5%			
4 Sales Expenses, capped at EUR81,000		43,058	0	43,058
- outside cap expenses, to be approved by the Funders		57,044	0	57,044
5 to Producer until payment in full of the UK Tax Credit Shortfall (if any)		15,346	0	15,346
6 to CWSYMF towards recoupment of the MHC Gap Loan (GBP566,667) plus interest, the exact amount to be advised in writing		56,786	1,512	58,298
7 - to Producer until payment in full of the balance of the Producer Funding; and thereafter				
- to the extent that Producer has recouped part of the Producer Funding out of any Individual Producer Heldback Fees, to Andrew Litvin, Adventure Pictures Limited and Sally Potter Films Limited towards reimbursement of such amounts that were applied by Producer towards payment of the Producer Funding (tba)				
8 Sales Agent:				
i) in payment of any Sales Agent's Presale Commission paid to Producer under item A2 above				
ii) 50% of the Sales Agent's Sales Commission on all ROW Gross Receipts under A1-7 above and 100% of Sales Agent's Sales Commission on an ongoing basis in respect of all future ROW Gross Receipts				
9 Zomart towards recoupment of the Zomart Investment of GBP150,000 plus a 15% premium (GBP22,500) thereon				
10 on a pro rata and pari passu basis, as follows:				
*) - Deferments up to a maximum amount of GBP34,743:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
- Additional Deferments up to a maximum amount of GBP314,741				
- Miso (GBP6,159)	1.96%			
- Adventure Pictures Ltd (GBP93,000)	29.55%			
- Sally Potter (GBP106,082)	33.70%			
- BFI (GBP32,500)	10.33%			
- Andrew Litvin (GBP10,000)	3.18%			
- Christopher Sheppard (GBP67,000)	21.29%			
11 on a pari passu basis, as follows:				
a) DFI towards recoupment of the DFI Investment (DKr2,000,000)	6.9%			
b) on a pro rata and pari passu basis, as follows:	93.1%			
- BFI Investment				
- BBC Equity Advance (GBP100,000)				
- Nordisk deferment of DKr543,310 (plus a 20% premium thereon)				
*) - Deferments:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
*) - UK Tax Credit Entitlement Sum				
12 Completion Guarantor's Advances (if any); thereafter to the extent that Completion Guarantor shall have recouped any part of the Completion Guarantor's Advances pursuant to items 10 and/or 11 above to the Deferees and the Film Production Company in payment of the Deferments and the UK Tax Credit Entitlement Sum				
13 the balance shall form "Net Profits" and shall be applied as follows:				
i) Equity	3.0%			
ii) Film Production Company	47.0%			
iii) on a pari passu basis, as follows:				
A. BFI	30.63%			
B. BBC	3.01%			
C. DFI/Miso	7%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	6%			
E. Producer	1%			
F. Zomart	2.36%			
SAVE that if the MHC Gap Loan remains outstanding 120 days after the MHC Repayment Date, such shares shall be allocated as to:				
A. BFI	27.07%			
B. BBC	2.66%			
C. DFI/Miso	6.19%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	11%			
E. Producer	1%			
F. Zomart	2.08%			
Total allocated per Statement date		204,962	1,980	206,942

*) in case the Completion Guarantor has advanced Completion Guarantor's Advances, the sums payable in respect of the Deferments and the UK Tax Credit Entitlement Sum shall be applied in payment of the Completion Guarantor's Advances first and only thereafter on a pro rata and pari passu basis in payment of the Deferments and the UK Tax Credit Entitlement Sum

**) Sales Agent shall not be entitled to any Sales Commission or Sales Expenses from Producer Collateral Receipts comprising the UK Tax Credit Amount

Freeway CAM B.V.

Schedule 5B

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account no.: **GB88 COUT 1800 9110 4920 70**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
B German Gross Receipts		0	0	0
1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	0	0	0
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		0	0	0
2 in payment of 50% of the Sales Agent's Sales Commission				
- German Territory	5%	0	0	0
- overages	5%			
3 on a pro rata and pari passu basis in payment of the Additional Deferments:				
i) Miso (GBP6,159)	1.96%	0	0	0
ii) Adventure Pictures Ltd (GBP93,000)	29.55%	0	0	0
iii) Sally Potter (GBP106,082)	33.70%	0	0	0
iv) BFI (GBP32,500)	10.33%	0	0	0
v) Andrew Litvin (GBP10,000)	3.18%	0	0	0
vi) Christopher Sheppard (GBP67,000)	21.29%	0	0	0
4 the balance shall be payable in accordance with items A4 - A13 (inclusive)				
Total allocated per Statement date		0	0	0

Title: Ginger and Rosa
Currency : EUR
Account no: GB88 COUT 1800 9110 4920 70

Allocation previous Collection Account balance

		Totals
FCAM's Remuneration	98	
FCAM Expenses	146	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	135	
Sales Expenses	0	
UK Tax Credit Shortfall	0	
MHC Gap Loan	1,642	
Total	a	2,021

Payments

FCAM's Remuneration	0	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	0	
Sales Expenses	0	
UK Tax Credit Shortfall	0	
MHC Gap Loan	(1,642)	
Total	b	(1,642)

Allocation of Collected Gross Receipts

FCAM's Remuneration	20	
FCAM Expenses	300	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	149	
Sales Expenses	0	
UK Tax Credit Shortfall	0	
MHC Gap Loan	1,512	
Total	c	1,980

Entitlements			
Beneficiaries	Payment Date	Amount	Total
FCAM's Remuneration		118.30	
FCAM Expenses		445.89	
Sales Agent's Presale Commission		0.00	
Sales Agent's Sales Commission	29-Sep-14	283.11	
Sales Expenses		0.00	
UK Tax Credit Shortfall		0.00	
MHC Gap Loan	29-Sep-14	1,511.70	
Total	a+b+c		2,359.00

**FREEWAY**

EUR Collection Statement **N° 10**

through OCT 2015

GINGER AND ROSA

Issued on November 12, 2015
by Nora Keszler

This Statement and more information about your Film is made available to you online.
Request your personal login details to start benefiting from Freeway Reporting Site.

Freeway CAM B.V.

Statement of Account

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account number: **GB88 COUT 1800 9110 4920 70** (Coutts)

Breakdown of (Collected) Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	net
30-Sep-13	Collection Account balance		264,935.76	(264,215.87)	719.89
21-Oct-13	MHC Gap Loan			(525.21)	
17-Jan-14	Filmcoopi	Switzerland	7,481.00		
20-Feb-14	Collection Account balance		272,416.76	(264,741.08)	7,675.68
28-Feb-14	Sales Agent's Sales Commission			(604.13)	
	MHC Gap Loan			(6,845.11)	
24-Apr-14	Red Apollo	China	1,794.82		
30-Apr-14	Collection Account balance		274,211.58	(272,190.32)	2,021.26
26-May-14	MHC Gap Loan			(1,642.26)	
22-Aug-14	Teleprog International	Middle East	1,980.00		
31-Aug-14	Collection Account balance		276,191.58	(273,832.58)	2,359.00
29-Sep-14	Sales Agent's Sales Commission			(283.11)	
	MHC Gap Loan			(1,511.70)	
26-Oct-15	RTV Slovenia	Slovenia	2,829.12		
31-Oct-15	Collection Account balance		279,020.70	(275,627.39)	3,393.31

	Totals previous accounting period	Statement	Total
(Collected) Gross Receipts:			
Gross Receipts	206,941.58	2,829.12	209,770.70
Total Payments:			
FCAM's Remuneration	(1,951.12)	0.00	(1,951.12)
FCAM Expenses	(354.11)	0.00	(354.11)
Sales Agent's Presale Commission	0.00	0.00	0.00
Sales Agent's Sales Commission	(30,042.17)	(283.11)	(30,325.28)
Sales Expenses	(100,102.65)	0.00	(100,102.65)
UK Tax Credit Shortfall	(15,346.14)	0.00	(15,346.14)
MHC Gap Loan	(56,786.39)	(1,511.70)	(58,298.09)
Collection Account balance	2,359.00	1,034.31	3,393.31

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account no.: **GB88 COUT 1800 9110 4920 70**

Collected Gross Receipts:

	Totals previous accounting period	Statement	Total
A ROW Gross Receipts	206,942	2,829	209,771
- balance remaining from Schedule 5B (to be applied under items A4 - A13)	0	0	0
** C Producer Collateral Receipts	0	0	0
Total	206,942	2,829	209,771

1 FCAM:				
- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	2,069	28	2,098
- FCAM's Remuneration up to USD6,000,000	0.75%			
- FCAM's Remuneration	0.5%			
FCAM Expenses, capped at GBP1,500 per annum		800	0	800
2 an amount equal to the Sales Agent's Presale Commission (EUR8,000 and USD8,000) shall be held in the Collection Account until no later than 3 months after the Delivery Date, and after the same is confirmed by the Producer; either				
i) to the Sales Agent in payment of the Sales Agent's Presale Commission if the Producer confirms that the Presale Minimum Guarantees have been received in full by or on behalf of the Producer; or		0	0	0
ii) first to the Producer in payment of the Producer Funding if the Producer confirms that the Presale Minimum Guarantees have not been received by or on behalf of the Producer in full; and second, any excess Sales Agent's Presale Commission shall be paid to the Sales Agent in payment of the Sales Agent's Presale Commission		0	0	0
<i>Sales Agent's Sales Commission (German Territory)</i>	<i>5%</i>	<i>14,805</i>	<i>0</i>	<i>14,805</i>
3 in payment of 50% of the Sales Agent's Sales Commission				
- up to EUR1,000,000 of ROW Gross Receipts	7.5%	15,521	212	15,733
- thereafter	5%			
- North America	5%			
- overages	5%			
4 Sales Expenses, capped at EUR81,000		43,058	0	43,058
- outside cap expenses, to be approved by the Funders		57,044	0	57,044
5 to Producer until payment in full of the UK Tax Credit Shortfall (if any)		15,346	0	15,346
6 to CWSYMF towards recoupment of the MHC Gap Loan (GBP566,667) plus interest, the exact amount to be advised in writing		58,298	2,589	60,887
7 - to Producer until payment in full of the balance of the Producer Funding; and thereafter				
- to the extent that Producer has recouped part of the Producer Funding out of any Individual Producer Heldback Fees, to Andrew Litvin, Adventure Pictures Limited and Sally Potter Films Limited towards reimbursement of such amounts that were applied by Producer towards payment of the Producer Funding (tba)				
8 Sales Agent:				
i) in payment of any Sales Agent's Presale Commission paid to Producer under item A2 above				
ii) 50% of the Sales Agent's Sales Commission on all ROW Gross Receipts under A1-7 above and 100% of Sales Agent's Sales Commission on an ongoing basis in respect of all future ROW Gross Receipts				
9 Zomart towards recoupment of the Zomart Investment of GBP150,000 plus a 15% premium (GBP22,500) thereon				
10 on a pro rata and pari passu basis, as follows:				
*) - Deferments up to a maximum amount of GBP34,743:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
- Additional Deferments up to a maximum amount of GBP314,741				
- Miso (GBP6,159)	1.96%			
- Adventure Pictures Ltd (GBP93,000)	29.55%			
- Sally Potter (GBP106,082)	33.70%			
- BFI (GBP32,500)	10.33%			
- Andrew Litvin (GBP10,000)	3.18%			
- Christopher Sheppard (GBP67,000)	21.29%			
11 on a pari passu basis, as follows:				
a) DFI towards recoupment of the DFI Investment (DKr2,000,000)	6.9%			
b) on a pro rata and pari passu basis, as follows:	93.1%			
- BFI Investment				
- BBC Equity Advance (GBP100,000)				
- Nordisk deferment of DKR543,310 (plus a 20% premium thereon)				
*) - Deferments:				
- Adventure Pictures Ltd	61.88%			
- Miso	30.92%			
- Lee & Thompson	7.20%			
*) - UK Tax Credit Entitlement Sum				
12 Completion Guarantor's Advances (if any); thereafter to the extent that Completion Guarantor shall have recouped any part of the Completion Guarantor's Advances pursuant to items 10 and/or 11 above to the Deferees and the Film Production Company in payment of the Deferments and the UK Tax Credit Entitlement Sum				
13 the balance shall form "Net Profits" and shall be applied as follows:				
i) Equity	3.0%			
ii) Film Production Company	47.0%			
iii) on a pari passu basis, as follows:				
A. BFI	30.63%			
B. BBC	3.01%			
C. DFI/Miso	7%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	6%			
E. Producer	1%			
F. Zomart	2.36%			
SAVE that if the MHC Gap Loan remains outstanding 120 days after the MHC Repayment Date, such shares shall be allocated as to:				
A. BFI	27.07%			
B. BBC	2.66%			
C. DFI/Miso	6.19%			
D. MHC (MHC and CWSYMF may jointly notify FCAM that MHC's share may be split 50/50 between MHC and CWSYMF)	11%			
E. Producer	1%			
F. Zomart	2.08%			
Total allocated per Statement date		206,942	2,829	209,771

*) in case the Completion Guarantor has advanced Completion Guarantor's Advances, the sums payable in respect of the Deferments and the UK Tax Credit Entitlement Sum shall be applied in payment of the Completion Guarantor's Advances first and only thereafter on a pro rata and pari passu basis in payment of the Deferments and the UK Tax Credit Entitlement Sum

**) Sales Agent shall not be entitled to any Sales Commission or Sales Expenses from Producer Collateral Receipts comprising the UK Tax Credit Amount

Freeway CAM B.V.**Schedule 5B**

Title: **Ginger and Rosa**
 Currency : **EUR**
 Account no.: **GB88 COUT 1800 9110 4920 70**

Collected Gross Receipts:

		Totals previous accounting period	Statement	Total
	B German Gross Receipts	0	0	0
1	FCAM:			
	- FCAM's Remuneration up to USD3,000,000; together with an amount of USD5,000	1%	0	0
	- FCAM's Remuneration up to USD6,000,000	0.75%		
	- FCAM's Remuneration	0.5%		
	FCAM Expenses, capped at GBP1,500 per annum		0	0
2	in payment of 50% of the Sales Agent's Sales Commission			
	- German Territory	5%	0	0
	- overages	5%		
3	on a pro rata and pari passu basis in payment of the Additional Deferments:			
	i) Miso (GBP6,159)	1.96%	0	0
	ii) Adventure Pictures Ltd (GBP93,000)	29.55%	0	0
	iii) Sally Potter (GBP106,082)	33.70%	0	0
	iv) BFI (GBP32,500)	10.33%	0	0
	v) Andrew Litvin (GBP10,000)	3.18%	0	0
	vi) Christopher Sheppard (GBP67,000)	21.29%	0	0
4	the balance shall be payable in accordance with items A4 - A13 (inclusive)			
Total allocated per Statement date		0	0	0

Title: Ginger and Rosa
 Currency : EUR
 Account no: GB88 COUT 1800 9110 4920 70

Allocation previous Collection Account balance**Totals**

FCAM's Remuneration	118	
FCAM Expenses	446	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	283	
Sales Expenses	0	
UK Tax Credit Shortfall	0	
MHC Gap Loan	1,512	
Total	<i>a</i>	2,359

Payments

FCAM's Remuneration	0	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	(283)	
Sales Expenses	0	
UK Tax Credit Shortfall	0	
MHC Gap Loan	(1,512)	
Total	<i>b</i>	(1,795)

Allocation of Collected Gross Receipts

FCAM's Remuneration	28	
FCAM Expenses	0	
Sales Agent's Presale Commission	0	
Sales Agent's Sales Commission	212	
Sales Expenses	0	
UK Tax Credit Shortfall	0	
MHC Gap Loan	2,589	
Total	<i>c</i>	2,829

Entitlements

Beneficiaries	Payment Date	Amount	Total
FCAM's Remuneration		146.59	
FCAM Expenses		445.89	
Sales Agent's Presale Commission		0.00	
Sales Agent's Sales Commission	16-Nov-15	212.18	
Sales Expenses		0.00	
UK Tax Credit Shortfall		0.00	
MHC Gap Loan	16-Nov-15	2,588.65	
Total		<i>a+b+c</i>	3,393.31

Son of a Gun



COLLECTION STATEMENT

Title:	Son of a Gun	Statement No.:	SOAG/ 01.
Reporting Period:	inception MARCH 22, 2013	Date:	25/Mar/13

Issued by:	Freeway CAM B.V.	Account manager:	Eszter Kalmar
Address:	Luna Arena, Herikerbergweg 238 1011 CM Amsterdam, The Netherlands	E-mail:	eszter.kalmar@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Collection Account

Title:	Son of a Gun	Bank	East West Bank
Currency :	USD	Account no.:	8003 028 472

Date	Distributor / Beneficiary	Territory / Description	credit	debit	balance
inception	Totals		0.00	0.00	0.00
25-Jan-13	Ascot Elite	Germany, Austria & Switzerland	57,485.00		
11-Feb-13	Penny Black Media	Airlines	40,000.00		
22-Feb-13	Phars Film	Middle East	24,982.00		
28-Feb-13	PT Amero	Indonesia	5,853.31		
06-Mar-13	Penny Black Media	Airlines	40,000.00		
22-Mar-13	Cinematica	Ex-Yugoslavia	4,809.79		
	FCAM Expenses	bank charges		(45.03)	
22-Mar-13	Totals		173,130.10	(45.03)	173,085.07

	Totals previous accounting period	Statement	Total
Collected Gross Receipts:			
Territory (the world excluding the ANZ Territory):			
A. ROW Territory	0.00	173,130.10	173,130.10
B. North American Territory	0.00	0.00	0.00
C. Joint Provisions for the ROW and the North American Territory	0.00	0.00	0.00
Part B. Producer Offset Margin	0.00	0.00	0.00
Total Payments:			
FCAM's Remuneration	0.00	0.00	0.00
FCAM Expenses	0.00	(45.03)	(45.03)
Sales Agency Fee: non-deferred part	0.00	0.00	0.00
Sales Expenses: non-deferred part	0.00	0.00	0.00
Sales Expenses: deferred part	0.00	0.00	0.00
Additional Sales Expenses	0.00	0.00	0.00
CWSYMF	0.00	0.00	0.00
Totals	0.00	173,085.07	173,085.07

Freeway CAM B.V.

Schedule 5 - PART A / ROW Territory

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **inception MARCH 22, 2013**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
A. ROW Territory	0	173,130	173,130
Total	0	173,130	173,130

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u>			
- FCAM's Remuneration (USD5,000)	0	5,000	5,000
- FCAM's Remuneration ($\leq$ USD3M)	1%	1,731	1,731
- FCAM's Remuneration ($>$ USD3M and $\leq$ USD6M)	0.75%		
- FCAM's Remuneration ($>$ USD6M)	0.5%		
- FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month	0	1,205	1,205
2 <u>Altitude:</u>			
- Sales Agency Fee: non-deferred part	7.5%	12,985	12,985
3 <u>Altitude:</u>			
(i) Sales Expenses: non-deferred part (capped at USD75,000); TBA	0	42,075	42,075
(ii) Sales Expenses: deferred part (capped at USD50,000); TBA by Producer, Altitude and Media House, PROVIDED THAT the Media House Facility Repayment Date has happened			
(iii) Additional Sales Expenses:			
(a.) all costs of delivery;			
(b.) additional Film elements and delivery items required to effect delivery;			
(c.) first market/festival costs;			
(d.) Altitude Servicing Fee; in the event it is recoupable as a Sales Expense TBA by Producer, Altitude and Media House (until Media House Capital Indebtedness has been repaid in full)			
4 <u>CWSYMF:</u>			
- until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital <i>CDN equivalent of AUD2,860,000 plus applicable interest and any default penalties (if any)</i>	0	110,134	110,134
5 <u>Altitude:</u>			
- Sales Agency Fee: deferred part; retroactively and going forward	5%		
- any deferred Sales Expenses			
6 balance remaining, in accordance with C			
Total allocated per Statement date	0	173,130	173,130

Freeway CAM B.V.

Schedule 5 - PART A / North American Territory

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **inception MARCH 22, 2013**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
B. North American Territory	0	0	0
Total	0	0	0

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u> - FCAM's Remuneration (USD5,000) - FCAM's Remuneration ($\leq$ USD3M) 1% - FCAM's Remuneration ($>$ USD3M and $\leq$ USD6M) 0.75% - FCAM's Remuneration ($>$ USD6M) 0.5% - FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month			
2 <u>UTA/Producer:</u> (notified by Producer) - North American Marketing Costs (capped at USD10,000)			
3 <u>UTA:</u> - UTA Sales Fee: non-deferred part 5%			
4 <u>Altitude:</u> (if servicing the North American Territory) 2.5% - Altitude Servicing Fee; with a floor of USD15,000 (capped at USD50,000) TBA by Producer, Altitude			
5 <u>CWSYMF:</u> - until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital			
6 <u>UTA:</u> - UTA Sales Fee: deferred part; retroactively and going forward 5%			
7 balance remaining, in accordance with C			
Total allocated per Statement date	0	0	0

Freeway CAM B.V.

Schedule 5 - PART A / Joint Provisions

Title: Son of a Gun
 Currency : USD
 Rep. period: inception MARCH 22, 2013

	Totals previous accounting period	Statement	Total
Collected Gross Receipts			
C. - ROW Territory	0	0	0
- North American Territory	0	0	0
Total	0	0	0

To the extent the relevant items have not been recouped from other sources

	Totals previous accounting period	Statement	Total
Distribution of Collected Gross Receipts:			
1 <u>Producer:</u> - Residuals; TBA			
2 <u>Fulcrum 2:</u> - FMF 2 Amounts Owning; TBA			
3 <u>Fulcrum:</u> - FMF Amounts Owning; TBA			
4 <u>Producer:</u> - Marketing Expenses (other than Residuals); TBA			
5 <u>on a pro rata and pari passu basis, as follows:</u> - WBMC; WBMC Investment (AUD250,000) plus 15% premium - Orontes; Orontes Investment (AUD250,000) plus 15% premium			
6 <u>Producer:</u> - Producer Offset Margin (up to AUD250,000); previously paid to WBMC and Orontes under Part B			
7 <u>on a pro rata and pari passu basis, as follows:</u> - Screen Australia; Screen Australia Investment (AUD2,500,000) - Screen NSW; Screen NSW Investment (AUD150,000) - Deluxe; Deluxe Investment (AUD200,000) - ScreenWest; ScreenWest Investment (AUD650,000) - Producer; Producer Offset Advance (TBA) and Producer Investment (AUD10,000): - McGregor; Total Acting Fee - Vikander (USD50,000) balance remaining shall be paid equally on a pari passu basis: - White - Avery	34.17% 2.05% 2.73% 8.89% 52.16% 50% 2.5% 23.75% 23.75%		
8 <u>Producer:</u> - Overages (if any)			
9 <u>Completion Guarantor;</u> TBA			
10 the balance remaining; Net Profits - WBMC - Orontes - Screen Australia - Screen NSW - Deluxe - ScreenWest - McGregor - Media House - CWSYMF - UTA - <u>Producer:</u> - MEAA; TBA by Producer - on a pari passu basis, as follows: - Media House Capital - CWSYMF - Thwaites - Vikander - WBMC - Collie - Bishop - Menzies - Janet - balance remaining shall be paid equally on a pari passu basis: - White - Avery	5% 5% 15.98% 0.96% 1.28% 4.16% 12.5% 5% 5% 3% 42.12% 10% 50% 50% 2% 2.5% 2% 1.5% 1.5% 2% 1% 50% 50%		

Total allocated per Statement date 0 0 0

Freeway CAM B.V.

Entitlement Summary

Title: Son of a Gun
 Currency: USD
 Reporting period: inception MARCH 22, 2013

Allocation previous Collection Account balance

Totals

FCAM's Remuneration	0	
FCAM Expenses	0	
Sales Agency Fee: non-deferred part	0	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	0	
Total	a	0

Payments

FCAM's Remuneration	0	
FCAM Expenses	(45)	
Sales Agency Fee: non-deferred part	0	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	0	
Total	b	(45)

Allocation of Collected Gross Receipts

FCAM's Remuneration	6,731	
FCAM Expenses	1,205	
Sales Agency Fee: non-deferred part	12,985	
Sales Expenses: non-deferred part	42,075	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	110,134	
Total	c	173,130

Entitlements

<u>Beneficiaries:</u>	<u>Payment date</u>	<u>Amount</u>
FCAM's Remuneration	29-Mar-13	6,731.30
FCAM Expenses	29-Mar-13	1,160.00
Sales Agency Fee: non-deferred part	29-Mar-13	12,984.76
Sales Expenses: non-deferred part	29-Mar-13	42,075.00
Sales Expenses: deferred part	-	0.00
Additional Sales Expenses	-	0.00
CWSYMF	29-Mar-13	110,134.01
Total	a+b+c	173,085.07



COLLECTION STATEMENT

Title:	Son of a Gun	Statement No.:	SOAG/ 02.
Reporting Period:	through APR 30, 2013	Date:	10/May/13

Issued by:	Freeway CAM B.V.	Account manager:	Eszter Kalmar
Address:	Luna Arena, Herikerbergweg 238 1011 CM Amsterdam, The Netherlands	E-mail:	eszter.kalmar@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Collection Account

Title:	Son of a Gun	Bank	East West Bank
Currency :	USD	Account no.:	8003 028 472

Date	Distributor / Beneficiary	Territory / Description	credit	debit	balance
inception	Totals		0.00	0.00	0.00
25-Jan-13	Ascot Elite	Germany, Austria & Switzerland	57,485.00		
11-Feb-13	Penny Black Media	Airlines	40,000.00		
22-Feb-13	Phars Film	Middle East	24,982.00		
28-Feb-13	PT Amero	Indonesia	5,853.31		
06-Mar-13	Penny Black Media	Airlines	40,000.00		
22-Mar-13	Cinematica	Ex-Yugoslavia	4,809.79		
	FCAM Expenses	bank charges		(45.03)	
22-Mar-13	Totals		173,130.10	(45.03)	173,085.07
29-Mar-13	FCAM Expenses			(560.00)	
	Sales Agency Fee: non-deferred part			(12,984.76)	
	Sales Expenses: non-deferred part			(42,075.00)	
04-Apr-13	CWSYMF			(110,134.01)	
23-Apr-13	California Filmes	Latin America	35,285.00		
	FCAM Expenses	bank charges		(7.73)	
30-Apr-13	Totals		208,415.10	(165,806.53)	42,608.57

	Totals previous accounting period	Statement	Total
Collected Gross Receipts:			
Territory (the world excluding the ANZ Territory):			
A. ROW Territory	173,130.10	35,285.00	208,415.10
B. North American Territory	0.00	0.00	0.00
C. Joint Provisions for the ROW and the North American Territory	0.00	0.00	0.00
Part B. Producer Offset Margin	0.00	0.00	0.00
Total Payments:			
FCAM's Remuneration	0.00	0.00	0.00
FCAM Expenses	(45.03)	(567.73)	(612.76)
Sales Agency Fee: non-deferred part	0.00	(12,984.76)	(12,984.76)
Sales Expenses: non-deferred part	0.00	(42,075.00)	(42,075.00)
Sales Expenses: deferred part	0.00	0.00	0.00
Additional Sales Expenses	0.00	0.00	0.00
CWSYMF	0.00	(110,134.01)	(110,134.01)
Totals	173,085.07	(130,476.50)	42,608.57

Freeway CAM B.V.

Schedule 5 - PART A / ROW Territory

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through APR 30, 2013**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
A. ROW Territory	173,130	35,285	208,415
Total	173,130	35,285	208,415

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u>			
- FCAM's Remuneration (USD5,000)	5,000	0	5,000
- FCAM's Remuneration ($\leq$ USD3M)	1%		
- FCAM's Remuneration ($>$ USD3M and $\leq$ USD6M)	0.75%	353	2,084
- FCAM's Remuneration ($>$ USD6M)	0.5%		
- FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month	1,205	8	1,213
2 <u>Altitude:</u>			
- Sales Agency Fee: non-deferred part	7.5%	12,985	2,646
3 <u>Altitude:</u>			
(i) Sales Expenses: non-deferred part (capped at USD75,000); TBA	42,075	0	42,075
(ii) Sales Expenses: deferred part (capped at USD50,000); TBA by Producer, Altitude and Media House, PROVIDED THAT the Media House Facility Repayment Date has happened			
(iii) Additional Sales Expenses:			
(a.) all costs of delivery;			
(b.) additional Film elements and delivery items required to effect delivery;			
(c.) first market/festival costs;			
(d.) Altitude Servicing Fee; in the event it is recoupable as a Sales Expense			
TBA by Producer, Altitude and Media House (until Media House Capital Indebtedness has been repaid in full)			
4 <u>CWSYMF:</u>			
- until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital	110,134	32,278	142,412
<i>CDN equivalent of AUD2,860,000 plus applicable interest and any default penalties (if any)</i>			
5 <u>Altitude:</u>			
- Sales Agency Fee: deferred part; retroactively and going forward	5%		
- any deferred Sales Expenses			
6 balance remaining, in accordance with C			
Total allocated per Statement date	173,130	35,285	208,415

Freeway CAM B.V.

Schedule 5 - PART A / North American Territory

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through APR 30, 2013**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
B. North American Territory	0	0	0
Total	0	0	0

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u> - FCAM's Remuneration (USD5,000) - FCAM's Remuneration ($\leq$ USD3M) 1% - FCAM's Remuneration ($>$ USD3M and $\leq$ USD6M) 0.75% - FCAM's Remuneration ($>$ USD6M) 0.5% - FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month			
2 <u>UTA/Producer:</u> (notified by Producer) - North American Marketing Costs (capped at USD10,000)			
3 <u>UTA:</u> - UTA Sales Fee: non-deferred part 5%			
4 <u>Altitude:</u> (if servicing the North American Territory) 2.5% - Altitude Servicing Fee; with a floor of USD15,000 (capped at USD50,000) TBA by Producer, Altitude			
5 <u>CWSYMF:</u> - until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital			
6 <u>UTA:</u> - UTA Sales Fee: deferred part; retroactively and going forward 5%			
7 balance remaining, in accordance with C			
Total allocated per Statement date	0	0	0

Freeway CAM B.V.

Schedule 5 - PART A / Joint Provisions

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through APR 30, 2013**

	Totals previous accounting period	Statement	Total
Collected Gross Receipts			
C. - ROW Territory	0	0	0
- North American Territory	0	0	0
Total	0	0	0

To the extent the relevant items have not been recouped from other sources

	Totals previous accounting period	Statement	Total
Distribution of Collected Gross Receipts:			
1 <u>Producer:</u> - Residuals; TBA			
2 <u>Fulcrum 2:</u> - FMF 2 Amounts Owng; TBA			
3 <u>Fulcrum:</u> - FMF Amounts Owng; TBA			
4 <u>Producer:</u> - Marketing Expenses (other than Residuals); TBA			
5 <u>on a pro rata and pari passu basis, as follows:</u> - WBMC; WBMC Investment (AUD250,000) plus 15% premium - Orontes; Orontes Investment (AUD250,000) plus 15% premium			
6 <u>Producer:</u> - Producer Offset Margin (up to AUD250,000); previously paid to WBMC and Orontes under Part B			
7 <u>on a pro rata and pari passu basis, as follows:</u> - Screen Australia; Screen Australia Investment (AUD2,500,000) - Screen NSW; Screen NSW Investment (AUD150,000) - Deluxe; Deluxe Investment (AUD200,000) - ScreenWest; ScreenWest Investment (AUD650,000) - Producer; Producer Offset Advance (TBA) and Producer Investment (AUD10,000): - McGregor; Total Acting Fee - Vikander (USD50,000) balance remaining shall be paid equally on a pari passu basis: - White - Avery	34.17% 2.05% 2.73% 8.89% 52.16% 50% 2.5% 23.75% 23.75%		
8 <u>Producer:</u> - Overages (if any)			
9 <u>Completion Guarantor;</u> TBA			
10 the balance remaining; Net Profits - WBMC - Orontes - Screen Australia - Screen NSW - Deluxe - ScreenWest - McGregor - Media House - CWSYMF - UTA - <u>Producer:</u> - MEAA; TBA by Producer - on a pari passu basis, as follows: - Media House Capital - CWSYMF - Thwaites - Vikander - WBMC - Collie - Bishop - Menzies - Janet - balance remaining shall be paid equally on a pari passu basis: - White - Avery	5% 5% 15.98% 0.96% 1.28% 4.16% 12.5% 5% 5% 3% 42.12% 10% 50% 50% 2% 2.5% 2% 1.5% 1.5% 2% 1% 50% 50%		

Total allocated per Statement date 0 0 0

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through APR 30, 2013**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
- Producer Offset Margin	0	0	0
Total	0	0	0

To the extent the relevant items have not been recouped from other sources

Distribution of Collected Gross Receipts:		Totals previous accounting period	Statement	Total
1	<u>on a pro rata and pari passu basis, as follows:</u>			
	- WBMC (AUD125,000); towards recoupment of WBMC Investment			
	- Orontes (AUD125,000); towards recoupment of Orontes Investment			
2	<u>Media House:</u> (following the Media House Facility Repayment Date)			
	- until full recoupment of Media House			
3	<u>balance remaining shall be paid equally on a pari passu basis:</u>			
	- White	50%		
	- Avery	50%		
Total allocated per Statement date		0	0	0

Freeway CAM B.V.

Entitlement Summary

Title: Son of a Gun
 Currency: USD
 Reporting period: through APR 30, 2013

Allocation previous Collection Account balance

Totals

FCAM's Remuneration	6,731	
FCAM Expenses	1,160	
Sales Agency Fee: non-deferred part	12,985	
Sales Expenses: non-deferred part	42,075	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	110,134	
Total	a	173,085

Payments

FCAM's Remuneration	0	
FCAM Expenses	(568)	
Sales Agency Fee: non-deferred part	(12,985)	
Sales Expenses: non-deferred part	(42,075)	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	(110,134)	
Total	b	(165,762)

Allocation of Collected Gross Receipts

FCAM's Remuneration	353	
FCAM Expenses	8	
Sales Agency Fee: non-deferred part	2,646	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	32,278	
Total	c	35,285

Entitlements

<u>Beneficiaries:</u>	<u>Payment date</u>	<u>Amount</u>
FCAM's Remuneration	15-May-13	7,084.15
FCAM Expenses	-	600.00
Sales Agency Fee: non-deferred part	15-May-13	2,646.37
Sales Expenses: non-deferred part	-	0.00
Sales Expenses: deferred part	-	0.00
Additional Sales Expenses	-	0.00
CWSYMF	15-May-13	32,278.05
Total	a+b+c	42,608.57



COLLECTION STATEMENT

Title:	Son of a Gun	Statement No.:	SOAG/ 03.
Reporting Period:	through MAY 31, 2013	Date:	4/Jun/13

Issued by:	Freeway CAM B.V.	Account manager:	Eszter Kalmar
Address:	Luna Arena, Herikerbergweg 238 1011 CM Amsterdam, The Netherlands	E-mail:	eszter.kalmar@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

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Freeway CAM B.V.

Statement of Collection Account

Title:	Son of a Gun	Bank	East West Bank
Currency :	USD	Account no.:	8003 028 472

Date	Distributor / Beneficiary	Territory / Description	credit	debit	balance
inception	Totals		0.00	0.00	0.00
25-Jan-13	Ascot Elite	Germany, Austria & Switzerland	57,485.00		
11-Feb-13	Penny Black Media	Airlines	40,000.00		
22-Feb-13	Phars Film	Middle East	24,982.00		
28-Feb-13	PT Amero	Indonesia	5,853.31		
06-Mar-13	Penny Black Media	Airlines	40,000.00		
22-Mar-13	Cinemanía	Ex-Yugoslavia	4,809.79		
	FCAM Expenses	bank charges		(45.03)	
22-Mar-13	Totals		173,130.10	(45.03)	173,085.07
29-Mar-13	FCAM Expenses			(560.00)	
	Sales Agency Fee: non-deferred part			(12,984.76)	
	Sales Expenses: non-deferred part			(42,075.00)	
04-Apr-13	CWSYMF			(110,134.01)	
23-Apr-13	California Filmes	Latin America	35,285.00		
	FCAM Expenses	bank charges		(7.73)	
30-Apr-13	Totals		208,415.10	(165,806.53)	42,608.57
15-May-13	FCAM's Remuneration			(7,084.15)	
	Sales Agency Fee: non-deferred part			(2,646.37)	
	CWSYMF			(32,278.05)	
28-May-13	California Filmes	Latin America	35,285.00		
	FCAM Expenses	bank charges		(30.03)	
31-May-13	Totals		243,700.10	(207,845.13)	35,854.97

	Totals previous accounting period	Statement	Total
Collected Gross Receipts:			
Territory (the world excluding the ANZ Territory):			
A. ROW Territory	208,415.10	35,285.00	243,700.10
B. North American Territory	0.00	0.00	0.00
C. Joint Provisions for the ROW and the North American Territory	0.00	0.00	0.00
Part B. Producer Offset Margin	0.00	0.00	0.00
Total Payments:			
FCAM's Remuneration	0.00	(7,084.15)	(7,084.15)
FCAM Expenses	(612.76)	(30.03)	(642.79)
Sales Agency Fee: non-deferred part	(12,984.76)	(2,646.37)	(15,631.13)
Sales Expenses: non-deferred part	(42,075.00)	0.00	(42,075.00)
Sales Expenses: deferred part	0.00	0.00	0.00
Additional Sales Expenses	0.00	0.00	0.00
CWSYMF	(110,134.01)	(32,278.05)	(142,412.06)
Totals	42,608.57	(6,753.60)	35,854.97

Freeway CAM B.V.

Schedule 5 - PART A / ROW Territory

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through MAY 31, 2013**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
A. ROW Territory	208,415	35,285	243,700
Total	208,415	35,285	243,700

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u>			
- FCAM's Remuneration (USD5,000)	5,000	0	5,000
- FCAM's Remuneration ($\leq$ USD3M)	1% 2,084	353	2,437
- FCAM's Remuneration ($>$ USD3M and $\leq$ USD6M)	0.75%		
- FCAM's Remuneration ($>$ USD6M)	0.5%		
- FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month	1,213	30	1,243
2 <u>Altitude:</u>			
- Sales Agency Fee: non-deferred part	7.5% 15,631	2,646	18,278
3 <u>Altitude:</u>			
(i) Sales Expenses: non-deferred part (capped at USD75,000); TBA	42,075	19,988	62,063
(ii) Sales Expenses: deferred part (capped at USD50,000); TBA by Producer, Altitude and Media House, PROVIDED THAT the Media House Facility Repayment Date has happened			
(iii) Additional Sales Expenses:			
(a.) all costs of delivery;			
(b.) additional Film elements and delivery items required to effect delivery;			
(c.) first market/festival costs;			
(d.) Altitude Servicing Fee; in the event it is recoupable as a Sales Expense TBA by Producer, Altitude and Media House (until Media House Capital Indebtedness has been repaid in full)			
4 <u>CWSYMF:</u>			
- until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital <i>CDN equivalent of AUD2,860,000 plus applicable interest and any default penalties (if any)</i>	142,412	12,268	154,680
5 <u>Altitude:</u>			
- Sales Agency Fee: deferred part; retroactively and going forward	5%		
- any deferred Sales Expenses			
6 balance remaining, in accordance with C			
Total allocated per Statement date	208,415	35,285	243,700

Freeway CAM B.V.

Schedule 5 - PART A / North American Territory

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through MAY 31, 2013**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
B. North American Territory	0	0	0
Total	0	0	0

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u> - FCAM's Remuneration (USD5,000) - FCAM's Remuneration ($\leq$ USD3M) 1% - FCAM's Remuneration ($>$ USD3M and $\leq$ USD6M) 0.75% - FCAM's Remuneration ($>$ USD6M) 0.5% - FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month			
2 <u>UTA/Producer:</u> (notified by Producer) - North American Marketing Costs (capped at USD10,000)			
3 <u>UTA:</u> - UTA Sales Fee: non-deferred part 5%			
4 <u>Altitude:</u> (if servicing the North American Territory) 2.5% - Altitude Servicing Fee; with a floor of USD15,000 (capped at USD50,000) TBA by Producer, Altitude			
5 <u>CWSYMF:</u> - until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital			
6 <u>UTA:</u> - UTA Sales Fee: deferred part; retroactively and going forward 5%			
7 balance remaining, in accordance with C			
Total allocated per Statement date	0	0	0

Freeway CAM B.V.

Schedule 5 - PART A / Joint Provisions

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through MAY 31, 2013**

	Totals previous accounting period	Statement	Total
Collected Gross Receipts			
C. - ROW Territory	0	0	0
- North American Territory	0	0	0
Total	0	0	0

To the extent the relevant items have not been recouped from other sources

	Totals previous accounting period	Statement	Total
Distribution of Collected Gross Receipts:			
1 <u>Producer:</u> - Residuals; TBA			
2 <u>Fulcrum 2:</u> - FMF 2 Amounts Owning; TBA			
3 <u>Fulcrum:</u> - FMF Amounts Owning; TBA			
4 <u>Producer:</u> - Marketing Expenses (other than Residuals); TBA			
5 <u>on a pro rata and pari passu basis, as follows:</u> - WBMC; WBMC Investment (AUD250,000) plus 15% premium - Orontes; Orontes Investment (AUD250,000) plus 15% premium			
6 <u>Producer:</u> - Producer Offset Margin (up to AUD250,000); previously paid to WBMC and Orontes under Part B			
7 <u>on a pro rata and pari passu basis, as follows:</u> - Screen Australia; Screen Australia Investment (AUD2,500,000) - Screen NSW; Screen NSW Investment (AUD150,000) - Deluxe; Deluxe Investment (AUD200,000) - ScreenWest; ScreenWest Investment (AUD650,000) - Producer; Producer Offset Advance (TBA) and Producer Investment (AUD10,000): - McGregor; Total Acting Fee - Vikander (USD50,000) balance remaining shall be paid equally on a pari passu basis: - White - Avery	34.17% 2.05% 2.73% 8.89% 52.16% 50% 2.5% 23.75% 23.75%		
8 <u>Producer:</u> - Overages (if any)			
9 <u>Completion Guarantor;</u> TBA			
10 the balance remaining; Net Profits - WBMC - Orontes - Screen Australia - Screen NSW - Deluxe - ScreenWest - McGregor - Media House - CWSYMF - UTA - <u>Producer:</u> - MEAA; TBA by Producer - on a pari passu basis, as follows: - Media House Capital - CWSYMF - Thwaites - Vikander - WBMC - Collie - Bishop - Menzies - Janet - balance remaining shall be paid equally on a pari passu basis: - White - Avery	5% 5% 15.98% 0.96% 1.28% 4.16% 12.5% 5% 5% 3% 42.12% 10% 50% 50% 2% 2.5% 2% 1.5% 1.5% 2% 1% 50% 50%		

Total allocated per Statement date 0 0 0

Freeway CAM B.V.

Entitlement Summary

Title: Son of a Gun
 Currency: USD
 Reporting period: through MAY 31, 2013

Allocation previous Collection Account balance

Totals

FCAM's Remuneration	7,084	
FCAM Expenses	600	
Sales Agency Fee: non-deferred part	2,646	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	32,278	
Total	a	42,609

Payments

FCAM's Remuneration	(7,084)	
FCAM Expenses	(30)	
Sales Agency Fee: non-deferred part	(2,646)	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	(32,278)	
Total	b	(42,039)

Allocation of Collected Gross Receipts

FCAM's Remuneration	353	
FCAM Expenses	30	
Sales Agency Fee: non-deferred part	2,646	
Sales Expenses: non-deferred part	19,988	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	12,268	
Total	c	35,285

Entitlements

<u>Beneficiaries:</u>	<u>Payment date</u>	<u>Amount</u>
FCAM's Remuneration	07-Jun-13	352.85
FCAM Expenses	-	600.00
Sales Agency Fee: non-deferred part	07-Jun-13	2,646.38
Sales Expenses: non-deferred part	07-Jun-13	19,988.00
Sales Expenses: deferred part	-	0.00
Additional Sales Expenses	-	0.00
CWSYMF	07-Jun-13	12,267.74
Total	a+b+c	35,854.97



COLLECTION STATEMENT

Title:	Son of a Gun	Statement No.:	SOAG/ 04.
Reporting Period:	through June 30, 2014	Date:	28/Jul/14

REFLECTING THE TERMS OF THE FIRST VARIATION AGREEMENT
TO THE COLLECTION ACCOUNT MANAGEMENT AGREEMENT

Issued by:	Freeway CAM B.V.	Account manager:	Eszter Kalmar
Address:	Luna Arena, Herikerbergweg 238 1011 CM Amsterdam, The Netherlands	E-mail:	eszter.kalmar@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Collection Account

Title:	Son of a Gun	Bank	East West Bank
Currency :	USD	Account no.:	8003 028 472

Date	Distributor / Beneficiary	Territory / Description	credit	debit	balance
30-Apr-13	Totals		208,415.10	(165,806.53)	42,608.57
15-May-13	FCAM's Remuneration			(7,084.15)	
	Sales Agency Fee: non-deferred part			(2,646.37)	
	CWSYMF			(32,278.05)	
28-May-13	California Filmes	Latin America	35,285.00		
	FCAM Expenses	bank charges		(30.03)	
31-May-13	Totals		243,700.10	(207,845.13)	35,854.97
07-Jun-13	FCAM's Remuneration			(352.85)	
	Sales Agency Fee: non-deferred part			(2,646.38)	
	Sales Expenses: non-deferred part			(19,988.00)	
	CWSYMF			(12,267.74)	
05-Nov-13	Kadokawa Corporation	Japan	49,456.50		
16-Dec-13	D Productions	Turkey	12,811.33		
11-Jun-14	Kadokawa Corporation	Japan	197,935.20		
25-Jun-14	Spentzos Films SA	Greece	5,769.10		
26-Jun-14	Penny Black Media	Airlines	320,000.00		
	FCAM Expenses	bank charges		(212.42)	
30-Jun-14	Totals		829,672.23	(243,312.52)	586,359.71

	Totals previous accounting period	Statement	Total
Collected Gross Receipts:			
Territory (the world excluding the ANZ Territory):			
A. ROW Territory	243,700.10	585,972.13	829,672.23
B. North American Territory	0.00	0.00	0.00
C. Joint Provisions for the ROW and the North American Territory	0.00	0.00	0.00
Part B. Producer Offset Margin	0.00	0.00	0.00
Total Payments:			
FCAM's Remuneration	(7,084.15)	(352.85)	(7,437.00)
FCAM Expenses	(642.79)	(212.42)	(855.21)
Sales Agency Fee: non-deferred part	(15,631.13)	(2,646.38)	(18,277.51)
Sales Expenses: non-deferred part	(42,075.00)	(19,988.00)	(62,063.00)
Sales Expenses: deferred part	0.00	0.00	0.00
Additional Sales Expenses	0.00	0.00	0.00
CWSYMF	(142,412.06)	(12,267.74)	(154,679.80)
Totals	35,854.97	550,504.74	586,359.71

Freeway CAM B.V.

Schedule 5 - PART A / ROW Territory

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through June 30, 2014**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
A. ROW Territory	243,700	585,972	829,672
Total	243,700	585,972	829,672

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u>			
- FCAM's Remuneration (USD5,000)	5,000	0	5,000
- FCAM's Remuneration (CGR ≤ USD3M)	1% 2,437	5,860	8,297
- FCAM's Remuneration (CGR > USD3M and CGR ≤ USD6M)	0.75%		
- FCAM's Remuneration (CGR > USD6M)	0.5%		
- FCAM's Remuneration; additional USD500 for payments made in relation to the Daydream Indebtedness and USD300 for subsequent payments			
- FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month	1,243	1,462	2,705
2 <u>Altitude:</u>			
- Sales Agency Fee: non-deferred part	7.5% 18,278	43,948	62,225
3 <u>Altitude:</u>			
(i) Sales Expenses: non-deferred part (capped at USD75,000); TBA	62,063	12,937	75,000
(ii) Sales Expenses: deferred part (capped at USD50,000); TBA by Producer, Altitude and Media House, PROVIDED THAT the Media House Facility Repayment Date has happened			
(iii) Additional Sales Expenses:			
(a.) all costs of delivery;			
(b.) additional Film elements and delivery items required to effect delivery;			
(c.) first market/festival costs;			
(d.) Altitude Servicing Fee; in the event it is recoupable as a Sales Expense			
TBA by Producer, Altitude and Media House Capital (until Media House Capital Indebtedness has been repaid in full)			
4 <u>CWSYMF:</u>			
- until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital <i>CDN equivalent of AUD2,860,000 plus applicable interest and any default penalties (if any)</i>	154,680	521,765	676,445
5 <u>Altitude:</u>	50%		
- Sales Agency Fee: deferred part (5%); retroactively and going forward			
- any deferred Sales Expenses			
<u>UTA:</u>			
- UTA Sales Fee: deferred part (5% on North American CGR); retroactively and going forward	50%		
6 <u>balance remaining, in accordance with C</u>			
Total allocated per Statement date	243,700	585,972	829,672

Freeway CAM B.V.

Schedule 5 - PART B / North American Territory

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through June 30, 2014**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
B. North American Territory	0	0	0
Total	0	0	0

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u> - FCAM's Remuneration (USD5,000) - FCAM's Remuneration (CGR ≤ USD3M) 1% - FCAM's Remuneration (CGR > USD3M and CGR ≤ USD6M) 0.75% - FCAM's Remuneration (CGR > USD6M) 0.5% - FCAM's Remuneration; additional USD500 for payments made in relation to the Daydream Indebtedness and USD300 for subsequent payments FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month			
2 <u>UTA/Producer:</u> (notified by Producer) - North American Marketing Costs (capped at USD10,000); <i>GBP5,455 estimated costs of delivery items</i>			
3 <u>UTA:</u> - UTA Sales Fee: non-deferred part 5%			
4 <u>Altitude:</u> (if servicing the North American Territory) 2.5% - Altitude Servicing Fee (subject to a floor of USD15,000 and a cap of USD50,000) TBA by Producer, Altitude			
5 <u>CWSYME:</u> - until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital			
6 <u>Altitude:</u> 50% - Sales Agency Fee: deferred part (5% on ROW CGR); retroactively and going forward <u>UTA:</u> - UTA Sales Fee: deferred part (5%); retroactively and going forward 50%			
7 balance remaining, in accordance with C			
Total allocated per Statement date	0	0	0

Freeway CAM B.V.

Schedule 5 - PART C / Joint Provisions

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through June 30, 2014**

	Totals previous accounting period	Statement	Total
Collected Gross Receipts			
C. - ROW Territory	0	0	0
- North American Territory	0	0	0
Total	0	0	0

To the extent the relevant items have not been recouped from other sources

	Totals previous accounting period	Statement	Total
Distribution of Collected Gross Receipts:			
1 <u>Producer:</u> - Residuals; TBA			
2 <u>Fulcrum 2:</u> - FMF 2 Amounts Owning; TBA			
3 <u>Fulcrum:</u> - FMF Amounts Owning; TBA			
4 <u>Daydream:</u> - Daydream Investment (AUD1,160,000)			
5 <u>Daydream and McGregor (until recoupment of USD75,000 by McGregor), as follows:</u>			
- Daydream	50%		
- McGregor	50%		
6 <u>Daydream:</u> - Daydream Indebtedness (loan, interest and fees); TBA			
7 <u>Orontes:</u> - Orontes Investment (AUD250,000) plus 20% premium			
8 <u>McGregor:</u> - until he has received USD125,000			
9 <u>until recoupment of the WMBC Investment (AUD250,000):</u>			
- White (AUD150,000)	60%		
- Avery (AUD100,000)	40%		
10 (4) <u>Producer:</u> - Marketing Expenses (other than Residuals); TBA			
11 (7) <u>on a pari passu basis, as follows:</u>			
- Screen Australia; Screen Australia Investment (AUD2,500,000)	31.22%		
- Screen NSW; Screen NSW Investment (AUD150,000)	1.87%		
- Deluxe; Deluxe Investment (AUD200,000)	2.50%		
- ScreenWest; ScreenWest Investment (AUD650,000)	8.12%		
- Kojo; Kojo Investment (AUD75,000)	0.94%		
- Marshalls & Dent; Marshalls & Dent Investment (AUD70,000)	0.88%		
- Producer*; Producer Offset Advance (TBA by Fulcrum2) and Producer Investment (AUD115,405):	54.47%		
<i>*Producer's share on a pari passu basis, as follows:</i>			
- McGregor (USD350,000)	55%		
- Vikander (USD50,000)	2.5%		
- Menzes (AUD40,000)	5%		
- Bishop (AUD15,000)	2%		
- Webb (AUD15,000)	1.5%		
- Daydream	9.2%		
- balance remaining shall be paid equally on a pari passu basis:			
- 50% White			
- 50% Avery			
12 (8) <u>Producer:</u> - Overages (if any)			
13 (9) <u>Completion Guarantor;</u> TBA			
14 (10) <u>the balance remaining; Net Profits</u>			
- Orontes	5%		
- Screen Australia	15.1%		
- Screen NSW	0.91%		
- Deluxe	1.21%		
- ScreenWest	3.93%		
- McGregor	12.5%		
- Media House	5%		
- CWSYMF	5%		
- UTA	3%		
- Daydream	6.46%		
- Kojo	0.4%		
- Marshalls & Dent	0.37%		

-	Producer:	41.12%			
-	MEAA; TBA by Producer				
-	Thwaites	2%			
-	Vikander	2.5%			
-	WBMC	2%			
-	Collee	1.5%			
-	Bishop	1.5%			
-	Menzies	2%			
-	Janet	1%			
-	Barret	1%			
-	Hutchings	1.5%			
-	Daydream	16.5%			
-	balance remaining shall be paid equally on a pari passu basis:				
-	White	50%			
-	Avery	50%			
Total allocated per Statement date			0	0	0

Freeway CAM B.V.

Entitlement Summary

Title: **Son of a Gun**
 Currency: **USD**
 Reporting period: **through June 30, 2014**

Allocation previous Collection Account balance**Totals**

FCAM's Remuneration	353	
FCAM Expenses	600	
Sales Agency Fee: non-deferred part	2,646	
Sales Expenses: non-deferred part	19,988	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	12,268	
Total	a	35,855

Payments

FCAM's Remuneration	(353)	
FCAM Expenses	(212)	
Sales Agency Fee: non-deferred part	(2,646)	
Sales Expenses: non-deferred part	(19,988)	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	(12,268)	
Total	b	(35,467)

Allocation of Collected Gross Receipts

FCAM's Remuneration	5,860	
FCAM Expenses	1,462	
Sales Agency Fee: non-deferred part	43,948	
Sales Expenses: non-deferred part	12,937	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	521,765	
Total	c	585,972

Entitlements

<u>Beneficiaries:</u>	<u>Payment date</u>	<u>Amount</u>
FCAM's Remuneration	31-Jul-14	5,859.72
FCAM Expenses	31-Jul-14	1,850.00
Sales Agency Fee: non-deferred part	31-Jul-14	43,947.91
Sales Expenses: non-deferred part	31-Jul-14	12,937.00
Sales Expenses: deferred part	-	0.00
Additional Sales Expenses	-	0.00
CWSYMF	31-Jul-14	521,765.08
Total	a+b+c	586,359.71

Freeway CAM B.V.

Invoice / VAT Summary

Freeway CAM B.V.:

Address: Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost, The NetherlandsCh. of Commerce No: 34163572VAT No: 810347647B01

Title: Son of a Gun
Currency : USD
Bank: East West Bank
Account no: 8003 028 472

Invoice No: SOAG/ 04.
Reporting Period: through June 30, 2014
Report issued: 28-Jul-14
Payment date: 31-Jul-14

Base of the VAT:

Beneficiaries	Entitlement	Net amount	VAT in USD	Gross Amount
Freeway CAM BV.	FCAM's Remuneration	5,859.72	0.00	5,859.72
	Total	5,859.72	0.00	5,859.72

VAT in EUR
0.00
0.00

Calculation of the VAT (based on section C of the Entitlement Summary):

Beneficiaries	Entitlement	Amount	FCAM's ent.	VAT (21%) deduction	Amount due
Beneficiary 1	Altitude	56,884.91	9.83%	576.05	56,884.91
Beneficiary 2	MEDIA HOUSE CAPITAL (CANADA)	521,765.08	90.17%	5,283.67	521,765.08
Beneficiary 3		0.00	0.00%	-	-
Beneficiary 4		0.00	0.00%	-	-
Total		578,649.99	100%	5,859.72	578,649.99

Company information

Beneficiary 1:

Name: ALTITUDE FILM SALES LIMITEDAddress: 4, Market Place, London W1W 8AD, United KingdomVAT No.: 152134643

Beneficiary 2:

Name: Media House CapitalAddress: CanadaTax ID:

Beneficiary 3:

Name:Address:Tax ID:

Beneficiary 4:

Name:Address:Tax ID:



INTERIM COLLECTION STATEMENT

Title:	Son of a Gun	Statement No.:	SOAG/ 05.
Reporting Period:	through August 22, 2014	Date:	25/Aug/14

REFLECTING THE TERMS OF THE FIRST VARIATION AGREEMENT
TO THE COLLECTION ACCOUNT MANAGEMENT AGREEMENT

Issued by:	Freeway CAM B.V.	Account manager:	Eszter Kalmar
Address:	Luna Arena, Herikerbergweg 238 1011 CM Amsterdam, The Netherlands	E-mail:	eszter.kalmar@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Collection Account

Title:	Son of a Gun	Bank	East West Bank
Currency :	USD	Account no.:	8003 028 472

Date	Distributor / Beneficiary	Territory / Description	credit	debit	balance
30-Apr-13	Totals		208,415.10	(165,806.53)	42,608.57
15-May-13	FCAM's Remuneration			(7,084.15)	
	Sales Agency Fee: non-deferred part			(2,646.37)	
	CWSYMF			(32,278.05)	
28-May-13	California Filmes	Latin America	35,285.00		
	FCAM Expenses	bank charges		(30.03)	
31-May-13	Totals		243,700.10	(207,845.13)	35,854.97
07-Jun-13	FCAM's Remuneration			(352.85)	
	Sales Agency Fee: non-deferred part			(2,646.38)	
	Sales Expenses: non-deferred part			(19,988.00)	
	CWSYMF			(12,267.74)	
05-Nov-13	Kadokawa Corporation	Japan	49,456.50		
16-Dec-13	D Productions	Turkey	12,811.33		
11-Jun-14	Kadokawa Corporation	Japan	197,935.20		
25-Jun-14	Spentzos Films SA	Greece	5,769.10		
26-Jun-14	Penny Black Media	Airlines	320,000.00		
	FCAM Expenses	bank charges		(212.42)	
30-Jun-14	Totals		829,672.23	(243,312.52)	586,359.71
31-Jul-14	FCAM's Remuneration			(5,859.72)	
	FCAM Expenses			(1,040.28)	
	Sales Agency Fee: non-deferred part			(43,947.91)	
	Sales Expenses: non-deferred part			(12,937.00)	
	CWSYMF			(521,765.08)	
11-Aug-14	Prorom Media-Trade GmbH	Romania & Hungary	4,805.45		
11-Aug-14	AB Svensk Filmindustrie	Scandinavia	119,970.00		
11-Aug-14	AB Svensk Filmindustrie	Scandinavia	29,975.00		
13-Aug-14	Koch Media GmbH	UK	109,358.90		
18-Aug-14	All Media Co	CIS	7,500.00		
22-Aug-14	D Productions	Turkey	51,411.47		
22-Aug-14	Totals		1,152,693.05	(828,862.51)	323,830.54

	Totals previous accounting period	Statement	Total
Collected Gross Receipts:			
Territory (the world excluding the ANZ Territory):			
A. ROW Territory	829,672.23	323,020.82	1,152,693.05
B. North American Territory	0.00	0.00	0.00
C. Joint Provisions for the ROW and the North American Territory	0.00	0.00	0.00
Part B. Producer Offset Margin	0.00	0.00	0.00
Total Payments:			
FCAM's Remuneration	(7,437.00)	(5,859.72)	(13,296.72)
FCAM Expenses	(855.21)	(1,040.28)	(1,895.49)
Sales Agency Fee: non-deferred part	(18,277.51)	(43,947.91)	(62,225.42)
Sales Expenses: non-deferred part	(62,063.00)	(12,937.00)	(75,000.00)
Sales Expenses: deferred part	0.00	0.00	0.00
Additional Sales Expenses	0.00	0.00	0.00
CWSYMF	(154,679.80)	(521,765.08)	(676,444.88)
Totals	586,359.71	(262,529.17)	323,830.54

Freeway CAM B.V.

Schedule 5 - PART A / ROW Territory

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through August 22, 2014**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
A. ROW Territory	829,672	323,021	1,152,693
Total	829,672	323,021	1,152,693

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u>			
- FCAM's Remuneration (USD5,000)	5,000	0	5,000
- FCAM's Remuneration (CGR ≤ USD3M)	1% 8,297	3,230	11,527
- FCAM's Remuneration (CGR > USD3M and CGR ≤ USD6M)	0.75%		
- FCAM's Remuneration (CGR > USD6M)	0.5%		
- FCAM's Remuneration; additional USD500 for payments made in relation to the Daydream Indebtedness and USD300 for subsequent payments			
- FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month	2,705	450	3,155
2 <u>Altitude:</u>			
- Sales Agency Fee: non-deferred part	7.5% 62,225	24,227	86,452
3 <u>Altitude:</u>			
(i) Sales Expenses: non-deferred part (capped at USD75,000); TBA	75,000	0	75,000
(ii) Sales Expenses: deferred part (capped at USD50,000); TBA by Producer, Altitude and Media House, PROVIDED THAT the Media House Facility Repayment Date has happened			
(iii) Additional Sales Expenses:			
(a.) all costs of delivery;			
(b.) additional Film elements and delivery items required to effect delivery;			
(c.) first market/festival costs;			
(d.) Altitude Servicing Fee; in the event it is recoupable as a Sales Expense			
TBA by Producer, Altitude and Media House Capital (until Media House Capital Indebtedness has been repaid in full)			
4 <u>CWSYMF:</u>			
- until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital <i>CDN equivalent of AUD2,860,000 plus applicable interest and any default penalties (if any)</i>	676,445	295,114	971,559
5 <u>Altitude:</u>	50%		
- Sales Agency Fee: deferred part (5%); retroactively and going forward			
- any deferred Sales Expenses			
<u>UTA:</u>			
- UTA Sales Fee: deferred part (5% on North American CGR); retroactively and going forward	50%		
6 <u>balance remaining, in accordance with C</u>			
Total allocated per Statement date	829,672	323,021	1,152,693

Freeway CAM B.V.

Schedule 5 - PART B / North American Territory

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through August 22, 2014**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
B. North American Territory	0	0	0
Total	0	0	0

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u> - FCAM's Remuneration (USD5,000) - FCAM's Remuneration (CGR $\leq$ USD3M) 1% - FCAM's Remuneration (CGR > USD3M and CGR $\leq$ USD6M) 0.75% - FCAM's Remuneration (CGR > USD6M) 0.5% - FCAM's Remuneration; additional USD500 for payments made in relation to the Daydream Indebtedness and USD300 for subsequent payments FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month			
2 <u>UTA/Producer:</u> (notified by Producer) - North American Marketing Costs (capped at USD10,000); <i>GBP5,455 Producer's delivery costs</i>			
3 <u>UTA:</u> - UTA Sales Fee: non-deferred part 5%			
4 <u>Altitude:</u> (if servicing the North American Territory) 2.5% - Altitude Servicing Fee (subject to a floor of USD15,000 and a cap of USD50,000) TBA by Producer, Altitude			
5 <u>CWSYME:</u> - until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital			
6 <u>Altitude:</u> 50% - Sales Agency Fee: deferred part (5% on ROW CGR); retroactively and going forward <u>UTA:</u> - UTA Sales Fee: deferred part (5%); retroactively and going forward 50%			
7 balance remaining, in accordance with C			
Total allocated per Statement date	0	0	0

Freeway CAM B.V.

Schedule 5 - PART C / Joint Provisions

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through August 22, 2014**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
C. - ROW Territory	0	0	0
- North American Territory	0	0	0
Total	0	0	0

To the extent the relevant items have not been recouped from other sources

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>Producer:</u> - Residuals; TBA			
2 <u>Fulcrum 2:</u> - FMF 2 Amounts Owning; TBA (fully repaid)			
3 <u>Fulcrum:</u> - FMF Amounts Owning; TBA (fully repaid)			
4 <u>Daydream:</u> - Daydream Investment (AUD1,160,000)			
5 <u>Daydream and McGregor (until recoupment of USD75,000 by McGregor), as follows:</u>			
- Daydream	50%		
- McGregor	50%		
6 <u>Daydream:</u> - Daydream Indebtedness (loan, interest and fees); TBA			
7 <u>Orontes:</u> - Orontes Investment (AUD250,000) plus 20% premium			
8 <u>McGregor:</u> - until he has received USD125,000			
9 <u>until recoupment of the WMBC Investment (AUD250,000):</u>			
- White (AUD150,000)	60%		
- Avery (AUD100,000)	40%		
10 (4) <u>Producer:</u> - Marketing Expenses (other than Residuals); TBA			
11 (7) <u>on a pari passu basis, as follows:</u>			
- Screen Australia; Screen Australia Investment (AUD2,500,000)	31.22%		
- Screen NSW; Screen NSW Investment (AUD150,000)	1.87%		
- Deluxe; Deluxe Investment (AUD200,000)	2.50%		
- ScreenWest; ScreenWest Investment (AUD650,000)	8.12%		
- Kojo; Kojo Investment (AUD75,000)	0.94%		
- Marshalls & Dent; Marshalls & Dent Investment (AUD70,000)	0.88%		
- Producer*; Producer Offset Advance (TBA by Fulcrum2) and Producer Investment (AUD115,405):	54.47%		
<i>*Producer's share on a pari passu basis, as follows:</i>			
- McGregor (USD350,000)	55%		
- Vikander (USD50,000)	2.5%		
- Menzes (AUD40,000)	5%		
- Bishop (AUD15,000)	2%		
- Webb (AUD15,000)	1.5%		
- Daydream	9.2%		
- balance remaining shall be paid equally on a pari passu basis:			
- 50% White			
- 50% Avery			
12 (8) <u>Producer:</u> - Overages (if any)			
13 (9) <u>Completion Guarantor;</u> TBA			
14 (10) <u>the balance remaining; Net Profits</u>			
- Orontes	5%		
- Screen Australia	15.1%		
- Screen NSW	0.91%		
- Deluxe	1.21%		
- ScreenWest	3.93%		
- McGregor	12.5%		
- Media House	5%		
- CWSYMF	5%		
- UTA	3%		
- Daydream	6.46%		
- Kojo	0.4%		
- Marshalls & Dent	0.37%		

-	Producer:	41.12%			
-	MEAA; TBA by Producer				
-	Thwaites	2%			
-	Vikander	2.5%			
-	WBMC	2%			
-	Collee	1.5%			
-	Bishop	1.5%			
-	Menzies	2%			
-	Janet	1%			
-	Barret	1%			
-	Hutchings	1.5%			
-	Daydream	16.5%			
-	balance remaining shall be paid equally on a pari passu basis:				
-	White	50%			
-	Avery	50%			
Total allocated per Statement date			0	0	0

Freeway CAM B.V.

Entitlement Summary

Title: Son of a Gun
 Currency: USD
 Reporting period: through August 22, 2014

Allocation previous Collection Account balance

Totals

FCAM's Remuneration	5,860	
FCAM Expenses	1,850	
Sales Agency Fee: non-deferred part	43,948	
Sales Expenses: non-deferred part	12,937	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	521,765	
Total	a	586,360

Payments

FCAM's Remuneration	(5,860)	
FCAM Expenses	(1,040)	
Sales Agency Fee: non-deferred part	(43,948)	
Sales Expenses: non-deferred part	(12,937)	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	(521,765)	
Total	b	(585,550)

Allocation of Collected Gross Receipts

FCAM's Remuneration	3,230	
FCAM Expenses	450	
Sales Agency Fee: non-deferred part	24,227	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	295,114	
Total	c	323,021

Entitlements

<u>Beneficiaries:</u>	<u>Payment date</u>	<u>Amount</u>	
FCAM's Remuneration	26-Aug-14	3,230.21	
FCAM Expenses	26-Aug-14	1,259.72	
Sales Agency Fee: non-deferred part	26-Aug-14	24,226.56	
Sales Expenses: non-deferred part	-	0.00	
Sales Expenses: deferred part	-	0.00	
Additional Sales Expenses	-	0.00	
CWSYMF	26-Aug-14	295,114.05	
Total	a+b+c	323,830.54	

Freeway CAM B.V.

Invoice / VAT Summary

Freeway CAM B.V.:

Address: Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost, The NetherlandsCh. of Commerce No: 34163572VAT No: 810347647B01

Title: Son of a Gun
Currency : USD
Bank: East West Bank
Account no: 8003 028 472

Invoice No: SOAG/ 05.
Reporting Period: through August 22, 2014
Report issued: 25-Aug-14
Payment date: 26-Aug-14

Base of the VAT:

Beneficiaries	Entitlement	Net amount	VAT in USD	Gross Amount	VAT in EUR
Freeway CAM BV.	FCAM's Remuneration	3,230.21	0.00	3,230.21	0.00
	Total	3,230.21	0.00	3,230.21	0.00

Calculation of the VAT (based on section C of the Entitlement Summary):

Beneficiaries	Entitlement	Amount	FCAM's ent.	VAT (21%) deduction	Amount due
Beneficiary 1	Altitude	24,226.56	7.59%	245.06	24,226.56
Beneficiary 2	MEDIA HOUSE CAPITAL (CANADA)	295,114.05	92.41%	2,985.15	295,114.05
Beneficiary 3		0.00	0.00%	-	-
Beneficiary 4		0.00	0.00%	-	-
Total		319,340.61	100%	3,230.21	319,340.61

Company information

Beneficiary 1:

Name: ALTITUDE FILM SALES LIMITEDAddress: 4, Market Place, London W1W 8AD, United KingdomVAT No.: 152134643

Beneficiary 2:

Name: Media House CapitalAddress: CanadaTax ID:

Beneficiary 3:

Name:Address:Tax ID:

Beneficiary 4:

Name:Address:Tax ID:



COLLECTION STATEMENT

Title:	Son of a Gun	Statement No.:	SOAG/ 06.
Reporting Period:	through August 31, 2014	Date:	11/Sep/14

REFLECTING THE TERMS OF THE FIRST VARIATION AGREEMENT
TO THE COLLECTION ACCOUNT MANAGEMENT AGREEMENT

Issued by:	Freeway CAM B.V.	Account manager:	Eszter Kalmar
Address:	Luna Arena, Herikerbergweg 238 1011 CM Amsterdam, The Netherlands	E-mail:	eszter.kalmar@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Collection Account

Title: **Son of a Gun**
 Currency : **USD**

Bank
 Account no.: **East West Bank**
8003 028 472

Date	Distributor / Beneficiary	Territory / Description	credit	debit	balance
30-Apr-13	Totals		208,415.10	(165,806.53)	42,608.57
15-May-13	FCAM's Remuneration			(7,084.15)	
	Sales Agency Fee: non-deferred part			(2,646.37)	
	CWSYMF			(32,278.05)	
28-May-13	California Filmes	Latin America	35,285.00		
	FCAM Expenses	bank charges		(30.03)	
31-May-13	Totals		243,700.10	(207,845.13)	35,854.97
07-Jun-13	FCAM's Remuneration			(352.85)	
	Sales Agency Fee: non-deferred part			(2,646.38)	
	Sales Expenses: non-deferred part			(19,988.00)	
	CWSYMF			(12,267.74)	
05-Nov-13	Kadokawa Corporation	Japan	49,456.50		
16-Dec-13	D Productions	Turkey	12,811.33		
11-Jun-14	Kadokawa Corporation	Japan	197,935.20		
25-Jun-14	Spentzos Films SA	Greece	5,769.10		
26-Jun-14	Penny Black Media	Airlines	320,000.00		
	FCAM Expenses	bank charges		(212.42)	
30-Jun-14	Totals		829,672.23	(243,312.52)	586,359.71
31-Jul-14	FCAM's Remuneration			(5,859.72)	
	FCAM Expenses			(1,040.28)	
	Sales Agency Fee: non-deferred part			(43,947.91)	
	Sales Expenses: non-deferred part			(12,937.00)	
	CWSYMF			(521,765.08)	
11-Aug-14	Prorom Media-Trade GmbH	Romania & Hungary	4,805.45		
11-Aug-14	AB Svensk Filmindustrie	Scandinavia	119,970.00		
11-Aug-14	AB Svensk Filmindustrie	Scandinavia	29,975.00		
13-Aug-14	Koch Media GmbH	UK	109,358.90		
18-Aug-14	All Media Co	CIS	7,500.00		
22-Aug-14	D Productions	Turkey	51,411.47		
22-Aug-14	Totals		1,152,693.05	(828,862.51)	323,830.54
26-Aug-14	FCAM's Remuneration			(3,230.21)	
	FCAM Expenses			(539.72)	
	Sales Agency Fee: non-deferred part			(24,226.56)	
	CWSYMF			(295,114.05)	
26-Aug-14	Phars Film Co.	Middle East	99,982.00		
31-Aug-14	Totals		1,252,675.05	(1,151,973.05)	100,702.00

	Totals previous accounting period	Statement	Total
Collected Gross Receipts:			
Territory (the world excluding the ANZ Territory):			
A. ROW Territory	1,152,693.05	99,982.00	1,252,675.05
B. North American Territory	0.00	0.00	0.00
C. Joint Provisions for the ROW and the North American Territory	0.00	0.00	0.00
Part B. Producer Offset Margin	0.00	0.00	0.00
Total Payments:			
FCAM's Remuneration	(13,296.72)	(3,230.21)	(16,526.93)
FCAM Expenses	(1,895.49)	(539.72)	(2,435.21)
Sales Agency Fee: non-deferred part	(62,225.42)	(24,226.56)	(86,451.98)
Sales Expenses: non-deferred part	(75,000.00)	0.00	(75,000.00)
Sales Expenses: deferred part	0.00	0.00	0.00
Additional Sales Expenses	0.00	0.00	0.00
CWSYMF	(676,444.88)	(295,114.05)	(971,558.93)
Totals	323,830.54	(223,128.54)	100,702.00

Freeway CAM B.V.

Schedule 5 - PART A / ROW Territory

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through August 31, 2014**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
A. ROW Territory	1,152,693	99,982	1,252,675
Total	1,152,693	99,982	1,252,675

To the extent the relevant items have not been recouped from other sources

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u>			
- FCAM's Remuneration (USD5,000)	5,000	0	5,000
- FCAM's Remuneration (CGR ≤ USD3M)	1%		
- FCAM's Remuneration (CGR > USD3M and CGR ≤ USD6M)	0.75%	1,000	12,527
- FCAM's Remuneration (CGR > USD6M)	0.5%		
- FCAM's Remuneration; additional USD500 for payments made in relation to the Daydream Indebtedness and USD300 for subsequent payments			
- FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month	3,155	0	3,155
2 <u>Altitude:</u>			
- Sales Agency Fee: non-deferred part	7.5%	86,452	7,499
3 <u>Altitude:</u>			
(i) Sales Expenses: non-deferred part (capped at USD75,000); TBA	75,000	0	75,000
(ii) Sales Expenses: deferred part (capped at USD50,000); TBA by Producer, Altitude and Media House, PROVIDED THAT the Media House Facility Repayment Date has happened			
(iii) Additional Sales Expenses:			
(a.) all costs of delivery;			
(b.) additional Film elements and delivery items required to effect delivery;			
(c.) first market/festival costs;			
(d.) Altitude Servicing Fee; in the event it is recoupable as a Sales Expense			
TBA by Producer, Altitude and Media House Capital (until Media House Capital Indebtedness has been repaid in full)			
4 <u>CWSYMF:</u>			
- until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital	971,559	91,484	1,063,042
<i>CDN equivalent of AUD2,860,000 plus applicable interest and any default penalties (if any)</i>			
5 <u>Altitude:</u>	50%		
- Sales Agency Fee: deferred part (5%); retroactively and going forward			
- any deferred Sales Expenses			
<u>UTA:</u>			
- UTA Sales Fee: deferred part (5% on North American CGR); retroactively and going forward	50%		
6 <u>balance remaining, in accordance with C</u>			
Total allocated per Statement date	1,152,693	99,982	1,252,675

Freeway CAM B.V.

Schedule 5 - PART B / North American Territory

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through August 31, 2014**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
B. North American Territory	0	0	0
Total	0	0	0

To the extent the relevant items have not been recouped from other sources

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u> - FCAM's Remuneration (USD5,000) - FCAM's Remuneration (CGR $\leq$ USD3M) 1% - FCAM's Remuneration (CGR > USD3M and CGR $\leq$ USD6M) 0.75% - FCAM's Remuneration (CGR > USD6M) 0.5% - FCAM's Remuneration; additional USD500 for payments made in relation to the Daydream Indebtedness and USD300 for subsequent payments FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month			
2 <u>UTA/Producer:</u> (notified by Producer) - North American Marketing Costs (capped at USD10,000); <i>GBP5,455 Producer's delivery costs</i>			
3 <u>UTA:</u> - UTA Sales Fee: non-deferred part 5%			
4 <u>Altitude:</u> (if servicing the North American Territory) 2.5% - Altitude Servicing Fee (subject to a floor of USD15,000 and a cap of USD50,000) TBA by Producer, Altitude			
5 <u>CWSYME:</u> - until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital			
6 <u>Altitude:</u> 50% - Sales Agency Fee: deferred part (5% on ROW CGR); retroactively and going forward <u>UTA:</u> - UTA Sales Fee: deferred part (5%); retroactively and going forward 50%			
7 balance remaining, in accordance with C			
Total allocated per Statement date	0	0	0

Freeway CAM B.V.

Schedule 5 - PART C / Joint Provisions

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through August 31, 2014**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
C. - ROW Territory	0	0	0
- North American Territory	0	0	0
Total	0	0	0

To the extent the relevant items have not been recouped from other sources

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>Producer:</u> - Residuals; TBA			
2 <u>Fulcrum 2:</u> - FMF 2 Amounts Owning; TBA (fully repaid)			
3 <u>Fulcrum:</u> - FMF Amounts Owning; TBA (fully repaid)			
4 <u>Daydream:</u> - Daydream Investment (AUD1,160,000)			
5 <u>Daydream and McGregor (until recoupment of USD75,000 by McGregor), as follows:</u>			
- Daydream	50%		
- McGregor	50%		
6 <u>Daydream:</u> - Daydream Indebtedness (loan, interest and fees); TBA			
7 <u>Orontes:</u> - Orontes Investment (AUD250,000) plus 20% premium			
8 <u>McGregor:</u> - until he has received USD125,000			
9 <u>until recoupment of the WMBC Investment (AUD250,000):</u>			
- White (AUD150,000)	60%		
- Avery (AUD100,000)	40%		
10 (4) <u>Producer:</u> - Marketing Expenses (other than Residuals); TBA			
11 (7) <u>on a pari passu basis, as follows:</u>			
- Screen Australia; Screen Australia Investment (AUD2,500,000)	31.22%		
- Screen NSW; Screen NSW Investment (AUD150,000)	1.87%		
- Deluxe; Deluxe Investment (AUD200,000)	2.50%		
- ScreenWest; ScreenWest Investment (AUD650,000)	8.12%		
- Kojo; Kojo Investment (AUD75,000)	0.94%		
- Marshalls & Dent; Marshalls & Dent Investment (AUD70,000)	0.88%		
- Producer*; Producer Offset Advance (TBA by Fulcrum2) and Producer Investment (AUD115,405):	54.47%		
<i>*Producer's share on a pari passu basis, as follows:</i>			
- McGregor (USD350,000)	55%		
- Vikander (USD50,000)	2.5%		
- Menzes (AUD40,000)	5%		
- Bishop (AUD15,000)	2%		
- Webb (AUD15,000)	1.5%		
- Daydream	9.2%		
- balance remaining shall be paid equally on a pari passu basis:			
- 50% White			
- 50% Avery			
12 (8) <u>Producer:</u> - Overages (if any)			
13 (9) <u>Completion Guarantor;</u> TBA			
14 (10) <u>the balance remaining; Net Profits</u>			
- Orontes	5%		
- Screen Australia	15.1%		
- Screen NSW	0.91%		
- Deluxe	1.21%		
- ScreenWest	3.93%		
- McGregor	12.5%		
- Media House	5%		
- CWSYMF	5%		
- UTA	3%		
- Daydream	6.46%		
- Kojo	0.4%		
- Marshalls & Dent	0.37%		

-	Producer:	41.12%			
-	MEAA; TBA by Producer				
-	Thwaites	2%			
-	Vikander	2.5%			
-	WBMC	2%			
-	Collee	1.5%			
-	Bishop	1.5%			
-	Menzies	2%			
-	Janet	1%			
-	Barret	1%			
-	Hutchings	1.5%			
-	Daydream	16.5%			
-	balance remaining shall be paid equally on a pari passu basis:				
-	White	50%			
-	Avery	50%			
Total allocated per Statement date			0	0	0

Freeway CAM B.V.

Entitlement Summary

Title: **Son of a Gun**
 Currency: **USD**
 Reporting period: **through August 31, 2014**

Allocation previous Collection Account balance**Totals**

FCAM's Remuneration	3,230	
FCAM Expenses	1,260	
Sales Agency Fee: non-deferred part	24,227	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	295,114	
Total	a	323,831

Payments

FCAM's Remuneration	(3,230)	
FCAM Expenses	(540)	
Sales Agency Fee: non-deferred part	(24,227)	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	(295,114)	
Total	b	(323,111)

Allocation of Collected Gross Receipts

FCAM's Remuneration	1,000	
FCAM Expenses	0	
Sales Agency Fee: non-deferred part	7,499	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	91,484	
Total	c	99,982

Entitlements

<u>Beneficiaries:</u>	<u>Payment date</u>	<u>Amount</u>
FCAM's Remuneration	16-Sep-14	999.82
FCAM Expenses	-	720.00
Sales Agency Fee: non-deferred part	16-Sep-14	7,498.65
Sales Expenses: non-deferred part	-	0.00
Sales Expenses: deferred part	-	0.00
Additional Sales Expenses	-	0.00
CWSYMF	16-Sep-14	91,483.53
Total	a+b+c	100,702.00

Freeway CAM B.V.

Invoice / VAT Summary

Freeway CAM B.V.:			
<u>Address:</u>	Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost, The Netherlands		
<u>Ch. of Commerce No:</u>	34163572	<u>VAT No:</u>	810347647B01

Title:	Son of a Gun	Invoice No:	SOAG/ 06.
Currency :	USD	Reporting Period:	through August 31, 2014
Bank:	East West Bank	Report issued:	11-Sep-14
Account no:	8003 028 472	Payment date:	16-Sep-14

Base of the VAT:

Beneficiaries	Entitlement	Net amount	VAT in USD	Gross Amount	VAT in EUR
Freeway CAM BV.	FCAM's Remuneration	999.82	0.00	999.82	0.00
	Total	999.82	0.00	999.82	0.00

Calculation of the VAT (based on section C of the Entitlement Summary):

Beneficiaries	Entitlement	Amount	FCAM's ent.	VAT (21%) deduction	Amount due
Beneficiary 1	Altitude	7,498.65	7.58%	75.74	7,498.65
Beneficiary 2	MEDIA HOUSE CAPITAL (CANADA)	91,483.53	92.42%	924.08	91,483.53
Total		98,982.18	100%	999.82	98,982.18

Company information

Beneficiary 1:			
Name:	ALTITUDE FILM SALES LIMITED	VAT No.:	152134643
Address:	4, Market Place, London W1W 8AD, United Kingdom		

Beneficiary 2:			
Name:	Media House Capital	Tax ID:	
Address:	Canada		



COLLECTION STATEMENT

Title:	Son of a Gun	Statement No.:	SOAG/ 07.
Reporting Period:	through OCT 31, 2014	Date:	28/Nov/14

REFLECTING THE TERMS OF THE FIRST VARIATION AGREEMENT
TO THE COLLECTION ACCOUNT MANAGEMENT AGREEMENT

Issued by:	Freeway CAM B.V.	Account manager:	Eszter Kalmar
Address:	Luna Arena, Herikerbergweg 238 1011 CM Amsterdam, The Netherlands	E-mail:	eszter.kalmar@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

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Freeway CAM B.V.

Statement of Collection Account

Title:	Son of a Gun	Bank	East West Bank
Currency :	USD	Account no.:	8003 028 472

Date	Distributor / Beneficiary	Territory / Description	credit	debit	balance
31-May-13	Totals		243,700.10	(207,845.13)	35,854.97
07-Jun-13	FCAM's Remuneration			(352.85)	
	Sales Agency Fee: non-deferred part			(2,646.38)	
	Sales Expenses: non-deferred part			(19,988.00)	
	CWSYMF			(12,267.74)	
05-Nov-13	Kadokawa Corporation	Japan	49,456.50		
16-Dec-13	D Productions	Turkey	12,811.33		
11-Jun-14	Kadokawa Corporation	Japan	197,935.20		
25-Jun-14	Spentzos Films SA	Greece	5,769.10		
26-Jun-14	Penny Black Media	Airlines	320,000.00		
	FCAM Expenses	bank charges		(212.42)	
30-Jun-14	Totals		829,672.23	(243,312.52)	586,359.71
31-Jul-14	FCAM's Remuneration			(5,859.72)	
	FCAM Expenses			(1,040.28)	
	Sales Agency Fee: non-deferred part			(43,947.91)	
	Sales Expenses: non-deferred part			(12,937.00)	
	CWSYMF			(521,765.08)	
11-Aug-14	Prorom Media-Trade GmbH	Romania & Hungary	4,805.45		
11-Aug-14	AB Svensk Filmindustrie	Scandinavia	119,970.00		
11-Aug-14	AB Svensk Filmindustrie	Scandinavia	29,975.00		
13-Aug-14	Koch Media GmbH	UK	109,358.90		
18-Aug-14	All Media Co	CIS	7,500.00		
22-Aug-14	D Productions	Turkey	51,411.47		
22-Aug-14	Totals		1,152,693.05	(828,862.51)	323,830.54
26-Aug-14	FCAM's Remuneration			(3,230.21)	
	FCAM Expenses			(539.72)	
	Sales Agency Fee: non-deferred part			(24,226.56)	
	CWSYMF			(295,114.05)	
26-Aug-14	Phars Film Co.	Middle East	99,982.00		
31-Aug-14	Totals		1,252,675.05	(1,151,973.05)	100,702.00
04-Sep-14	Flins & Peniculas S.L.	Spain	93,985.44		
15-Sep-14	Korea Screen Inc.	South Korea	19,705.54		
15-Sep-14	PT PRIMA CINEMA MULTIMEDIA	Indonesia	23,670.69		
16-Sep-14	FCAM's Remuneration			(999.82)	
	Sales Agency Fee: non-deferred part			(7,498.65)	
	CWSYMF			(91,483.53)	
	FCAM Expenses	bank charges		(155.01)	
17-Sep-14	Korea Screen Inc.	South Korea	79,105.53		
26-Sep-14	Mongrel Media	Canada	33,300.00		
07-Oct-14	Prorom Media-Trade GmbH	Romania & Hungary	19,340.80		
14-Oct-14	A24 Films	US	230,000.00		
31-Oct-14	Totals		1,751,783.05	(1,252,110.06)	499,672.99

	Totals previous accounting period	Statement	Total
Collected Gross Receipts:			
Territory (the world excluding the ANZ Territory):			
A. ROW Territory	1,252,675.05	235,808.00	1,488,483.05
B. North American Territory (US and Canada)	0.00	251,800.00	251,800.00
Part B. Producer Offset Margin	0.00	0.00	0.00
other receipts (5% of the US receipts)	0.00	11,500.00	11,500.00
Total Payments:			
FCAM's Remuneration	(16,526.93)	(999.82)	(17,526.75)
FCAM Expenses	(2,435.21)	(155.01)	(2,590.22)
Sales Agency Fee: non-deferred part	(86,451.98)	(7,498.65)	(93,950.63)
Sales Expenses: non-deferred part	(75,000.00)	0.00	(75,000.00)
Sales Expenses: deferred part	0.00	0.00	0.00
Additional Sales Expenses	0.00	0.00	0.00
CWSYMF	(971,558.93)	(91,483.53)	(1,063,042.46)
UTA	0.00	0.00	0.00
Producer	0.00	0.00	0.00
Totals	100,702.00	398,970.99	499,672.99

Freeway CAM B.V.

Schedule 5 - PART A / ROW Territory

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through OCT 31, 2014**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
A. ROW Territory	1,252,675	235,808	1,488,483
Total	1,252,675	235,808	1,488,483

To the extent the relevant items have not been recouped from other sources

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u>			
- FCAM's Remuneration (USD5,000)	5,000	0	5,000
- FCAM's Remuneration (CGR ≤ USD3M)	1% 12,527	2,358	14,885
- FCAM's Remuneration (CGR > USD3M and CGR ≤ USD6M)	0.75%		
- FCAM's Remuneration (CGR > USD6M)	0.5%		
- FCAM's Remuneration; additional USD500 for payments made in relation to the Daydream Indebtedness and USD300 for subsequent payments			
- FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month	3,155	605	3,760
2 <u>Altitude:</u>			
- Sales Agency Fee: non-deferred part	7.5% 93,951	17,686	111,636
3 <u>Altitude:</u>			
(i) Sales Expenses: non-deferred part (capped at USD75,000); TBA	75,000	0	75,000
(ii) Sales Expenses: deferred part (capped at USD50,000); TBA by Producer, Altitude and Media House, PROVIDED THAT the Media House Facility Repayment Date has happened			
(iii) Additional Sales Expenses:			
(a.) all costs of delivery;			
(b.) additional Film elements and delivery items required to effect delivery;			
(c.) first market/festival costs;			
(d.) Altitude Servicing Fee; in the event it is recoupable as a Sales Expense TBA by Producer, Altitude and Media House Capital (until Media House Capital Indebtedness has been repaid in full)			
4 <u>CWSYMF:</u>			
- until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital <i>CDN equivalent of AUD2,860,000 plus applicable interest and any default penalties (if any)</i>	1,063,042	215,159	1,278,202
5 <u>Altitude:</u>	50%		
- Sales Agency Fee: deferred part (5%); retroactively and going forward			
- any deferred Sales Expenses			
<u>UTA:</u>			
- UTA Sales Fee: deferred part (5% on North American CGR); retroactively and going forward	50%		
6 <u>balance remaining, in accordance with C</u>			

Total allocated per Statement date	1,252,675	235,808	1,488,483
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Freeway CAM B.V.

Schedule 5 - PART B / North American Territory

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through OCT 31, 2014**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
B. North American Territory	0	251,800	251,800
Total	0	251,800	251,800

To the extent the relevant items have not been recouped from other sources

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u>			
- FCAM's Remuneration (USD5,000)			
- FCAM's Remuneration (CGR ≤ USD3M)	1%		
- FCAM's Remuneration (CGR > USD3M and CGR ≤ USD6M)	0.75%	0	2,518
- FCAM's Remuneration (CGR > USD6M)	0.5%		
- FCAM's Remuneration; additional USD500 for payments made in relation to the Daydream Indebtedness and USD300 for subsequent payments			
- FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month			
2 <u>UTA/Producer:</u> (notified by Producer)			
- North American Marketing Costs (capped at USD10,000); payable to UTA		0	5,000
- to Producer; Producer's delivery costs; GBP5,455 (previously approved by all parties)		0	8,725
3 <u>UTA:</u>			
- UTA Sales Fee: non-deferred part	5%	0	12,590
4 <u>Altitude:</u> (if servicing the North American Territory)	2.5%		
- Altitude Servicing Fee (subject to a floor of USD15,000 and a cap of USD50,000)		0	33,375
- TBA by Producer, Altitude (2.5% on Canada MG (\$185,000) and US MG (\$1,150,000))			
5 <u>CWSYMF:</u>			
- until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital		0	189,592
6 <u>Altitude:</u>	50%		
- Sales Agency Fee: deferred part (5% on ROW CGR); retroactively and going forward			
<u>UTA:</u>			
- UTA Sales Fee: deferred part (5%); retroactively and going forward	50%		
7 balance remaining, in accordance with C			
Total allocated per Statement date	0	251,800	251,800

Freeway CAM B.V.

Schedule 5 - PART C / Joint Provisions

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through OCT 31, 2014**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
C. - ROW Territory	0	0	0
- North American Territory	0	0	0
Total	0	0	0

To the extent the relevant items have not been recouped from other sources

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>Producer:</u> - Residuals; TBA			
2 <u>Fulcrum 2:</u> - FMF 2 Amounts Owning; TBA (fully repaid)			
3 <u>Fulcrum:</u> - FMF Amounts Owning; TBA (fully repaid)			
4 <u>Daydream:</u> - Daydream Investment (AUD1,160,000)			
5 <u>Daydream and McGregor (until recoupment of USD75,000 by McGregor), as follows:</u>			
- Daydream	50%		
- McGregor	50%		
6 <u>Daydream:</u> - Daydream Indebtedness (loan, interest and fees); TBA			
7 <u>Orontes:</u> - Orontes Investment (AUD250,000) plus 20% premium			
8 <u>McGregor:</u> - until he has received USD125,000			
9 <u>until recoupment of the WMBC Investment (AUD250,000):</u>			
- White (AUD150,000)	60%		
- Avery (AUD100,000)	40%		
10 (4) <u>Producer:</u> - Marketing Expenses (other than Residuals); TBA			
11 (7) <u>on a pari passu basis, as follows:</u>			
- Screen Australia; Screen Australia Investment (AUD2,500,000)	31.22%		
- Screen NSW; Screen NSW Investment (AUD150,000)	1.87%		
- Deluxe; Deluxe Investment (AUD200,000)	2.50%		
- ScreenWest; ScreenWest Investment (AUD650,000)	8.12%		
- Kojo; Kojo Investment (AUD75,000)	0.94%		
- Marshalls & Dent; Marshalls & Dent Investment (AUD70,000)	0.88%		
- Producer*; Producer Offset Advance (TBA by Fulcrum2) and Producer Investment (AUD115,405):	54.47%		
<i>*Producer's share on a pari passu basis, as follows:</i>			
- McGregor (USD350,000)	55%		
- Vikander (USD50,000)	2.5%		
- Menzes (AUD40,000)	5%		
- Bishop (AUD15,000)	2%		
- Webb (AUD15,000)	1.5%		
- Daydream	9.2%		
- balance remaining shall be paid equally on a pari passu basis:			
- 50% White			
- 50% Avery			
12 (8) <u>Producer:</u> - Overages (if any)			
13 (9) <u>Completion Guarantor;</u> TBA			
14 (10) <u>the balance remaining; Net Profits</u>			
- Orontes	5%		
- Screen Australia	15.1%		
- Screen NSW	0.91%		
- Deluxe	1.21%		
- ScreenWest	3.93%		
- McGregor	12.5%		
- Media House	5%		
- CWSYMF	5%		
- UTA	3%		
- Daydream	6.46%		
- Kojo	0.4%		
- Marshalls & Dent	0.37%		

-	Producer:	41.12%			
-	MEAA; TBA by Producer				
-	Thwaites	2%			
-	Vikander	2.5%			
-	WBMC	2%			
-	Collee	1.5%			
-	Bishop	1.5%			
-	Menzies	2%			
-	Janet	1%			
-	Barret	1%			
-	Hutchings	1.5%			
-	Daydream	16.5%			
-	balance remaining shall be paid equally on a pari passu basis:				
-	White	50%			
-	Avery	50%			
Total allocated per Statement date			0	0	0

Freeway CAM B.V.

Entitlement Summary

Title: **Son of a Gun**
 Currency: **USD**
 Reporting period: **through OCT 31, 2014**

Account Manager: **Eszter Kalmár**
 Bank: **East West Bank**
 Account no.: **8003 028 472**

<u>Allocation previous Collection Account balance</u>		Totals
FCAM's Remuneration	1,000	
FCAM Expenses	720	
Sales Agency Fee: non-deferred part	7,499	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	91,484	
UTA	0	
Producer	0	
Total	a	100,702
 <u>Payments</u>		
FCAM's Remuneration	(1,000)	
FCAM Expenses	(155)	
Sales Agency Fee: non-deferred part	(7,499)	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	(91,484)	
UTA	0	
Producer	0	
Total	b	(100,137)
 <u>Allocation of Collected Gross Receipts</u>		
FCAM's Remuneration	4,876	
FCAM Expenses	605	
Sales Agency Fee: non-deferred part	51,061	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	404,751	
UTA	17,590	
Producer	8,725	
Total	c	487,608

Entitlements

<u>Beneficiaries:</u>	<u>Payment date</u>	<u>Amount</u>
other receipts (5% of the US receipts)	reserved*)	11,500.00
FCAM's Remuneration	02-Dec-14	4,876.08
FCAM Expenses	-	1,170.00
Sales Agency Fee: non-deferred part	02-Dec-14	51,060.60
Sales Expenses: non-deferred part	-	0.00
Sales Expenses: deferred part	-	0.00
Additional Sales Expenses	-	0.00
CWSYMF	02-Dec-14	404,751.04
UTA	02-Dec-14	17,590.00
Producer	02-Dec-14	8,725.27
Total	a+b+c	499,672.99

*) Pending until receipt of second instalment less 5% WHT applicable on the first and second US instalments

Freeway CAM B.V.

Invoice / VAT Summary

Freeway CAM B.V.:

Address: Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost, The Netherlands
Ch. of Commerce No: 34163572 VAT No: 810347647B01

Title: Son of a Gun
Currency : USD
Bank: East West Bank
Account no: 8003 028 472

Invoice No: SOAG/ 07.
Reporting Period: through OCT 31, 2014
Invoice date: 28-Nov-14
Payment date: 02-Dec-14

Base of the VAT:

Beneficiaries	Entitlement	Net amount	VAT in USD	Gross Amount	VAT in EUR
Freeway CAM BV.	FCAM's Remuneration and Expenses as per CAMA	5,481.09	0.00	5,481.09	0.00

Calculation of the VAT (based on section C of the Entitlement Summary):

Beneficiaries	Entitlement	Amount	FCAM's ent.	VAT (21%) deduction	Amount due
Beneficiary 1	Altitude	51,060.60	10.59%	580.49	51,060.60
Beneficiary 2	Media House Capital	404,751.04	83.95%	4,601.44	404,751.04
Beneficiary 3	Producer	8,725.27	1.81%	99.19	8,725.27
Beneficiary 4	UTA	17,590.00	3.65%	199.97	17,590.00
Total		482,126.91	100%	5,481.09	482,126.91

Company information

Beneficiary 1:

Name: ALTITUDE FILM SALES LIMITED VAT No.: GB152134643
Address: 4, Market Place, London W1W 8AD, United Kingdom

Beneficiary 2:

Name: MEDIA HOUSE CAPITAL (CANADA) CORP Tax ID: n/a
Address: Suite 240 - 4299 Canada Way, Burnaby, British Columbia, V5G 1H3 Canada

Beneficiary 3:

Name: SOAG HOLDINGS PTY LTD Tax ID: n/a
Address: 70 Regent Street Paddington NSW, Australia

Beneficiary 4:

Name: UNITED TALENT AGENCY, Inc Tax ID: n/a
Address: 9336 Civic Center Drive, Beverly Hills, California 90210, United States of America



COLLECTION STATEMENT

Title:	Son of a Gun	Statement No.:	SOAG/ 08.
Reporting Period:	through DEC 17, 2014	Date:	19/Dec/14

REFLECTING THE TERMS OF THE FIRST VARIATION AGREEMENT
TO THE COLLECTION ACCOUNT MANAGEMENT AGREEMENT

Issued by:	Freeway CAM B.V.	Account manager:	Eszter Kalmar
Address:	Luna Arena, Herikerbergweg 238 1011 CM Amsterdam, The Netherlands	E-mail:	eszter.kalmar@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Collection Account

Title: **Son of a Gun**
 Currency : **USD**

Bank
 Account no.: **East West Bank**
8003 028 472

Date	Distributor / Beneficiary	Territory / Description	credit	debit	balance
22-Aug-14	Totals		1,152,693.05	(828,862.51)	323,830.54
26-Aug-14	FCAM's Remuneration			(3,230.21)	
	FCAM Expenses			(539.72)	
	Sales Agency Fee: non-deferred part			(24,226.56)	
	CWSYMF			(295,114.05)	
26-Aug-14	Phars Film Co.	Middle East	99,982.00		
31-Aug-14	Totals		1,252,675.05	(1,151,973.05)	100,702.00
04-Sep-14	Flins & Peniculas S.L.	Spain	93,985.44		
15-Sep-14	Korea Screen Inc.	South Korea	19,705.54		
15-Sep-14	PT PRIMA CINEMA MULTIMEDIA	Indonesia	23,670.69		
16-Sep-14	FCAM's Remuneration			(999.82)	
	Sales Agency Fee: non-deferred part			(7,498.65)	
	CWSYMF			(91,483.53)	
	FCAM Expenses	bank charges		(155.01)	
17-Sep-14	Korea Screen Inc.	South Korea	79,105.53		
26-Sep-14	Mongrel Media	Canada	33,300.00		
07-Oct-14	Prorom Media-Trade GmbH	Romania & Hungary	19,340.80		
14-Oct-14	A24 Films	US	230,000.00		
31-Oct-14	Totals		1,751,783.05	(1,252,110.06)	499,672.99
07-Nov-14	Spentzos Films SA	Greece	11,614.83		
25-Nov-14	Dutch Filmworks	Benelux	79,973.00		
26-Nov-14	Spentzos Films SA	Greece	11,614.83		
28-Nov-14	PRIS Audiovisuais, S.A.	Portugal	9,206.83		
02-Dec-14	FCAM's Remuneration			(4,876.08)	
	FCAM Expenses			(450.00)	
	Sales Agency Fee: non-deferred part			(51,060.60)	
	CWSYMF			(404,751.04)	
	UTA			(17,590.00)	
08-Dec-14	California Filmes	Latin America	149,980.00		
10-Dec-14	Mongrel Media	Canada	119,700.00		
10-Dec-14	California Filmes	Latin America	132,380.00		
11-Dec-14	A24 Films	US	920,000.00		
16-Dec-14	Kino Swiat Sp. Z.o.o.	Poland	73,350.69		
17-Dec-14	Koch Media GmbH	UK	437,710.29		
17-Dec-14	Totals		3,697,313.52	(1,730,837.78)	1,966,475.74

	Totals previous accounting period	Statement	Total
Collected Gross Receipts:			
Territory (the world excluding the ANZ Territory):			
A. ROW Territory	1,488,483.05	905,830.47	2,394,313.52
B. North American Territory (US and Canada)	251,800.00	1,051,200.00	1,303,000.00
Part B. Producer Offset Margin	0.00	0.00	0.00
other receipts (5% of the US receipts)	11,500.00	(11,500.00)	0.00
Total Payments:			
FCAM's Remuneration	(17,526.75)	(4,876.08)	(22,402.83)
FCAM Expenses	(2,590.22)	(450.00)	(3,040.22)
Sales Agency Fee: non-deferred part	(93,950.63)	(51,060.60)	(145,011.23)
Sales Expenses: non-deferred part	(75,000.00)	0.00	(75,000.00)
Sales Expenses: deferred part	0.00	0.00	0.00
Additional Sales Expenses	0.00	0.00	0.00
CWSYMF	(1,063,042.46)	(404,751.04)	(1,467,793.50)
UTA	0.00	(17,590.00)	(17,590.00)
Producer	0.00	0.00	0.00
Residuals	0.00	0.00	0.00
Daydream Investment	0.00	0.00	0.00
Totals	499,672.99	1,466,802.75	1,966,475.74

Freeway CAM B.V.

Schedule 5 - PART A / ROW Territory

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through DEC 17, 2014**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
A. ROW Territory	1,488,483	905,830	2,394,314
Total	1,488,483	905,830	2,394,314

To the extent the relevant items have not been recouped from other sources

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u>			
- FCAM's Remuneration (USD5,000)	5,000	0	5,000
- FCAM's Remuneration (CGR ≤ USD3M)	1% 14,885	9,058	23,943
- FCAM's Remuneration (CGR > USD3M and CGR ≤ USD6M)	0.75%		
- FCAM's Remuneration (CGR > USD6M)	0.5%		
- FCAM's Remuneration; additional USD500 for payments made in relation to the Daydream Indebtedness and USD300 for subsequent payments			
- FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month	3,760	560	4,320
2 <u>Altitude:</u>			
- Sales Agency Fee: non-deferred part	7.5% 111,636	67,937	179,574
3 <u>Altitude:</u>			
(i) Sales Expenses: non-deferred part (capped at USD75,000); TBA	75,000	0	75,000
(ii) Sales Expenses: deferred part (capped at USD50,000); TBA by Producer, Altitude and Media House, PROVIDED THAT the Media House Facility Repayment Date has happened			
(iii) Additional Sales Expenses:			
(a.) all costs of delivery;			
(b.) additional Film elements and delivery items required to effect delivery;			
(c.) first market/festival costs;			
(d.) Altitude Servicing Fee; in the event it is recoupable as a Sales Expense			
TBA by Producer, Altitude and Media House Capital (until Media House Capital Indebtedness has been repaid in full)			
4 <u>CWSYMF:</u>			
- until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital	1,278,202	828,275	2,106,477
<i>CDN equivalent of AUD2,860,000 plus applicable interest and any default penalties (if any)</i>			
5 <u>Altitude:</u>			
- Sales Agency Fee: deferred part (5%); retroactively and going forward	50% 5%		
- any deferred Sales Expenses			
<u>UTA:</u>			
- UTA Sales Fee: deferred part (5% on North American CGR); retroactively and going forward	50%		
6 <u>balance remaining, in accordance with C</u>			

Total allocated per Statement date	1,488,483	905,830	2,394,314
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Freeway CAM B.V.

Schedule 5 - PART B / North American Territory

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through DEC 17, 2014**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
B. North American Territory	251,800	1,051,200	1,303,000
Total	251,800	1,051,200	1,303,000

To the extent the relevant items have not been recouped from other sources

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u>			
- FCAM's Remuneration (USD5,000)			
- FCAM's Remuneration (CGR ≤ USD3M)	1%	2,518	3,539
- FCAM's Remuneration (CGR > USD3M and CGR ≤ USD6M)	0.75%	0	5,230
- FCAM's Remuneration (CGR > USD6M)	0.5%		
- FCAM's Remuneration; additional USD500 for payments made in relation to the Daydream Indebtedness and USD300 for subsequent payments			
- FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month			
2 <u>UTA/Producer:</u> (notified by Producer)			
- North American Marketing Costs (capped at USD10,000); payable to UTA		5,000	0
- to Producer; Producer's delivery costs; GBP5,455 (previously approved by all parties)		8,725	0
3 <u>UTA:</u>			
- UTA Sales Fee: non-deferred part	5%	12,590	52,560
4 <u>Altitude:</u> (if servicing the North American Territory)	2.5%		
- Altitude Servicing Fee (subject to a floor of USD15,000 and a cap of USD50,000)		33,375	0
- TBA by Producer, Altitude (2.5% on Canada MG (\$185,000) and US MG (\$1,150,000))			33,375
5 <u>CWSYMF:</u>			
- until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital		189,592	989,871
- CDN equivalent of AUD2,860,000 plus applicable interest and any default penalties (if any)			1,179,463
6 <u>Altitude:</u>	50%		
- Sales Agency Fee: deferred part (5% on ROW CGR); retroactively and going forward			
<u>UTA:</u>			
- UTA Sales Fee: deferred part (5%); retroactively and going forward	50%		
7 balance remaining, in accordance with C			
Total allocated per Statement date	251,800	1,051,200	1,303,000

Freeway CAM B.V.

Schedule 5 - PART C / Joint Provisions

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through DEC 17, 2014**

	Totals previous accounting period	Statement	Total
Collected Gross Receipts			
C. - ROW Territory	0	0	0
- North American Territory	0	0	0
Total	0	0	0

To the extent the relevant items have not been recouped from other sources

	Totals previous accounting period	Statement	Total
Distribution of Collected Gross Receipts:			
1 <u>Producer:</u>			
- Residuals; (not applicable)			
2 <u>Fulcrum 2:</u>			
- FMF 2 Amounts Owng; TBA (fully repaid)			
3 <u>Fulcrum:</u>			
- FMF Amounts Owng; TBA (fully repaid)			
4 <u>Daydream:</u>			
- Daydream Investment (AUD1,160,000)			
5 <u>Daydream and McGregor (until recoupment of USD75,000 by McGregor), as follows:</u>			
- Daydream	50%		
- McGregor	50%		
6 <u>Daydream:</u>			
- Daydream Indebtedness (loan, interest and fees); TBA			
7 <u>Orontes:</u>			
- Orontes Investment (AUD250,000) plus 20% premium			
8 <u>McGregor:</u>			
- until he has received USD125,000			
9 <u>until recoupment of the WMBC Investment (AUD250,000):</u>			
- White (AUD150,000)	60%		
- Avery (AUD100,000)	40%		
10 (4) <u>Producer:</u>			
- Marketing Expenses (other than Residuals); TBA			
11 (7) <u>on a pari passu basis, as follows:</u>			
- Screen Australia; Screen Australia Investment (AUD2,500,000)	31.22%		
- Screen NSW; Screen NSW Investment (AUD150,000)	1.87%		
- Deluxe; Deluxe Investment (AUD200,000)	2.50%		
- ScreenWest; ScreenWest Investment (AUD650,000)	8.12%		
- Kojo; Kojo Investment (AUD75,000)	0.94%		
- Marshalls & Dent; Marshalls & Dent Investment (AUD70,000)	0.88%		
- Producer*; Producer Offset Advance (TBA by Fulcrum2) and Producer Investment (AUD115,405):	54.47%		
<i>*Producer's share on a pari passu basis, as follows:</i>			
- McGregor (USD350,000)	55%		
- Vikander (USD50,000)	2.5%		
- Menzes (AUD40,000)	5%		
- Bishop (AUD15,000)	2%		
- Webb (AUD15,000)	1.5%		
- Daydream	9.2%		
- balance remaining shall be paid equally on a pari passu basis:			
- 50% White			
- 50% Avery			
12 (8) <u>Producer:</u>			
- Overages (if any)			
13 (9) <u>Completion Guarantor;</u> TBA			
14 (10) <u>the balance remaining; Net Profits</u>			
- Orontes	5%		
- Screen Australia	15.1%		
- Screen NSW	0.91%		
- Deluxe	1.21%		
- ScreenWest	3.93%		
- McGregor	12.5%		
- Media House	5%		
- CWSYMF	5%		
- UTA	3%		
- Daydream	6.46%		
- Kojo	0.4%		
- Marshalls & Dent	0.37%		

-	Producer:	41.12%			
-	MEAA; TBA by Producer				
-	Thwaites	2%			
-	Vikander	2.5%			
-	WBMC	2%			
-	Collee	1.5%			
-	Bishop	1.5%			
-	Menzies	2%			
-	Janet	1%			
-	Barret	1%			
-	Hutchings	1.5%			
-	Daydream	16.5%			
-	balance remaining shall be paid equally on a pari passu basis:				
-	White	50%			
-	Avery	50%			
Total allocated per Statement date			0	0	0

Freeway CAM B.V.

Entitlement Summary

Title: **Son of a Gun**
 Currency: **USD**
 Reporting period: **through DEC 17, 2014**

Account Manager: **Eszter Kalmár**
 Bank: **East West Bank**
 Account no.: **8003 028 472**

Allocation previous Collection Account balance

Totals

other receipts (5% of the US receipts)	11,500	
FCAM's Remuneration	4,876	
FCAM Expenses	1,170	
Sales Agency Fee: non-deferred part	51,061	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	404,751	
UTA	17,590	
Producer	8,725	
Residuals	0	
Daydream Investment	0	
Total	a	488,173

Payments

FCAM's Remuneration	(4,876)	
FCAM Expenses	(450)	
Sales Agency Fee: non-deferred part	(51,061)	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	(404,751)	
UTA	(17,590)	
Producer	0	
Residuals	0	
Daydream Investment	0	
Total	b	(478,728)

Allocation of Collected Gross Receipts

FCAM's Remuneration	17,827	
FCAM Expenses	560	
Sales Agency Fee: non-deferred part	67,937	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	1,818,146	
UTA	52,560	
Producer	0	
Residuals	0	
Daydream Investment	0	
Total	c	1,957,030

Entitlements

<u>Beneficiaries:</u>	<u>Payment date</u>	<u>Amount</u>	
other receipts (5% of the US receipts)	-	0.00	
FCAM's Remuneration	23-Dec-14	17,827.02	
FCAM Expenses	-	1,280.00	
Sales Agency Fee: non-deferred part	23-Dec-14	67,937.28	
Sales Expenses: non-deferred part	-	0.00	
Sales Expenses: deferred part	-	0.00	
Additional Sales Expenses	-	0.00	
CWSYMF	23-Dec-14	1,818,146.16	
UTA	23-Dec-14	52,560.00	
Producer	23-Dec-14	8,725.27	
Residuals		0.00	
Daydream Investment		0.00	
Total	a+b+c	1,966,475.74	

Freeway CAM B.V.

Invoice / VAT Summary

Freeway CAM B.V.:

Address: Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost, The Netherlands
Ch. of Commerce No: 34163572 VAT No: 810347647B01

Title: Son of a Gun
Currency : USD
Bank: East West Bank
Account no: 8003 028 472

Invoice No: SOAG/ 08.
Reporting Period: through DEC 17, 2014
Invoice date: 19-Dec-14
Payment date: 23-Dec-14

Base of the VAT:

Beneficiaries	Entitlement	Net amount	VAT in USD	Gross Amount	VAT in EUR
Freeway CAM BV.	FCAM's Remuneration and Expenses as per CAMA	18,387.02	0.00	18,387.02	0.00

Calculation of the VAT (based on section C of the Entitlement Summary):

Beneficiaries	Entitlement	Amount	FCAM's ent.	VAT (21%) deduction	Amount due
Beneficiary 1	Altitude	67,937.29	3.50% 644.35	0.00	67,937.29
Beneficiary 2	Media House Capital	1,818,146.16	93.78% 17,244.17	n/a	1,818,146.16
Beneficiary 3	Producer	0.00	0.00% -	n/a	-
Beneficiary 4	UTA	52,560.00	2.71% 498.50	n/a	52,560.00
Total		1,938,643.45	100% 18,387.02	0.00	1,938,643.45

Company information

Beneficiary 1:

Name: ALTITUDE FILM SALES LIMITED VAT No.: GB152134643
Address: 4, Market Place, London W1W 8AD, United Kingdom

Beneficiary 2:

Name: MEDIA HOUSE CAPITAL (CANADA) CORP Tax ID: n/a
Address: Suite 240 - 4299 Canada Way, Burnaby, British Columbia, V5G 1H3 Canada

Beneficiary 3:

Name: SOAG HOLDINGS PTY LTD Tax ID: n/a
Address: 70 Regent Street Paddington NSW, Australia

Beneficiary 4:

Name: UNITED TALENT AGENCY, Inc Tax ID: n/a
Address: 9336 Civic Center Drive, Beverly Hills, California 90210, United States of America



COLLECTION STATEMENT

Title:	Son of a Gun	Statement No.:	SOAG/ 09.(R.)
Reporting Period:	through MAR 6, 2015	Date:	9/Mar/15

REFLECTING THE TERMS OF THE FIRST VARIATION AGREEMENT
TO THE COLLECTION ACCOUNT MANAGEMENT AGREEMENT

Issued by:	Freeway CAM B.V.	Account manager:	Eszter Kalmar
Address:	Luna Arena, Herikerbergweg 238 1011 CM Amsterdam, The Netherlands	E-mail:	eszter.kalmar@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Collection Account

Title:	Son of a Gun	Bank	East West Bank
Currency :	USD	Account no.:	8003 028 472

Date	Distributor / Beneficiary	Territory / Description	credit	debit	balance
31-Aug-14	Totals		1,252,675.05	(1,151,973.05)	100,702.00
04-Sep-14	Flins & Peniculas S.L.	Spain	93,985.44		
15-Sep-14	Korea Screen Inc.	South Korea	19,705.54		
15-Sep-14	PT PRIMA CINEMA MULTIMEDIA	Indonesia	23,670.69		
16-Sep-14	FCAM's Remuneration			(999.82)	
	Sales Agency Fee: non-deferred part			(7,498.65)	
	CWSYMF			(91,483.53)	
	FCAM Expenses	bank charges		(155.01)	
17-Sep-14	Korea Screen Inc.	South Korea	79,105.53		
26-Sep-14	Mongrel Media	Canada	33,300.00		
07-Oct-14	Prorom Media-Trade GmbH	Romania & Hungary	19,340.80		
14-Oct-14	A24 Films	US	230,000.00		
31-Oct-14	Totals		1,751,783.05	(1,252,110.06)	499,672.99
07-Nov-14	Spentzos Films SA	Greece	11,614.83		
25-Nov-14	Dutch Filmworks	Benelux	79,973.00		
26-Nov-14	Spentzos Films SA	Greece	11,614.83		
28-Nov-14	PRIS Audiovisuais, S.A.	Portugal	9,206.83		
02-Dec-14	FCAM's Remuneration			(4,876.08)	
	FCAM Expenses			(450.00)	
	Sales Agency Fee: non-deferred part			(51,060.60)	
	CWSYMF			(404,751.04)	
	UTA			(17,590.00)	
08-Dec-14	California Filmes	Latin America	149,980.00		
10-Dec-14	Mongrel Media	Canada	119,700.00		
10-Dec-14	California Filmes	Latin America	132,380.00		
11-Dec-14	A24 Films	US	920,000.00		
16-Dec-14	Kino Swiat Sp. Z.o.o.	Poland	73,350.69		
17-Dec-14	Koch Media GmbH	UK	437,710.29		
17-Dec-14	Totals		3,697,313.52	(1,730,837.78)	1,966,475.74
23-Dec-14	Producer			(8,725.27)	
23-Dec-14	FCAM's Remuneration			(17,827.02)	
	Sales Agency Fee: deferred, non-deferred part			(67,937.29)	
	CWSYMF			(1,818,146.16)	
	UTA			(52,560.00)	
	FCAM Expenses			(19.13)	
26-Jan-15	Mono Films	Thailand	25,000.00		
	Ascot Elite	Germany, Austria & Switzerland	517,485.00		
17-Feb-15	TF1 Acquisitions de Droits, GIE	France	24,651.29		
24-Feb-15	Red Mist Nigeria Limited	Nigeria, Ghana	3,500.00		
06-Mar-15	CWSYMF	(CAD29,292.43)		(24,306.62)	
06-Mar-15	Totals		4,267,949.81	(3,720,359.27)	547,590.54

	Totals previous accounting period	Statement	Total
Collected Gross Receipts:			
Territory (the world excluding the ANZ Territory):			
A. ROW Territory	2,394,313.52	570,636.29	2,964,949.81
B. North American Territory (US and Canada)	1,303,000.00	0.00	1,303,000.00
Part B. Producer Offset Margin	0.00	0.00	0.00
Total Payments:			
FCAM's Remuneration	(22,402.83)	(17,827.02)	(40,229.85)
FCAM Expenses	(3,040.22)	(19.13)	(3,059.35)
Sales Agency Fee: deferred, non-deferred part	(145,011.23)	(67,937.29)	(212,948.52)
Sales Expenses: non-deferred part	(75,000.00)	0.00	(75,000.00)
Sales Expenses: deferred part	0.00	0.00	0.00
Additional Sales Expenses	0.00	0.00	0.00
CWSYMF	(1,467,793.50)	(1,842,452.78)	(3,310,246.28)
UTA	(17,590.00)	(52,560.00)	(70,150.00)
Producer	0.00	(8,725.27)	(8,725.27)
Residuals	0.00	0.00	0.00
Daydream Investment	0.00	0.00	0.00
Totals	1,966,475.74	(1,418,885.20)	547,590.54

Freeway CAM B.V.

Schedule 5 - PART A / ROW Territory

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through MAR 6, 2015**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
A. ROW Territory	2,394,314	570,636	2,964,950
Total	2,394,314	570,636	2,964,950

To the extent the relevant items have not been recouped from other sources

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u>			
- FCAM's Remuneration (USD5,000)	5,000	0	5,000
- FCAM's Remuneration (CGR ≤ USD3M)	1% 23,943	0	23,943
- FCAM's Remuneration (CGR > USD3M and CGR ≤ USD6M)	0.75% 0	4,280	4,280
- FCAM's Remuneration (CGR > USD6M)	0.5% 0	500	500
- FCAM's Remuneration; additional USD500 for payments made in relation to the Daydream Indebtedness and USD300 for subsequent payments	0	500	500
- FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month	4,320	1,189	5,509
2 <u>Altitude:</u>			
- Sales Agency Fee: non-deferred part	7.5% 179,574	42,798	222,371
3 <u>Altitude:</u>			
(i) Sales Expenses: non-deferred part (capped at USD75,000); TBA	75,000	0	75,000
(ii) Sales Expenses: deferred part (capped at USD50,000); TBA by Producer, Altitude and Media House, PROVIDED THAT the Media House Facility Repayment Date has happened	0	22,501	22,501
(iii) Additional Sales Expenses:			
(a.) all costs of delivery;			
(b.) additional Film elements and delivery items required to effect delivery;	0	91,356	91,356
(c.) first market/festival costs;			
(d.) Altitude Servicing Fee; in the event it is recoupable as a Sales Expense TBA by Producer, Altitude and Media House Capital (until Media House Capital Indebtedness has been repaid in full)			
4 <u>CWSYMF:</u>			
- until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital <i>CDN equivalent of AUD2,860,000 plus applicable interest and any default penalties (if any)</i>	2,106,477	24,307	2,130,783
5 <u>50% to Altitude:</u>			
- Sales Agency Fee: deferred part (5%); retroactively and going forward	5% 0	148,247	148,247
- any deferred Sales Expenses			
<u>50% to UTA:</u>			
- UTA Sales Fee: deferred part (5% on North American CGR); retroactively and going forward	5% 0	65,150	65,150
6 <u>balance remaining, in accordance with C</u>	0	170,309	170,309
Total allocated per Statement date	2,394,314	570,636	2,964,950

Freeway CAM B.V.

Schedule 5 - PART B / North American Territory

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through MAR 6, 2015**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
B. North American Territory	1,303,000	0	1,303,000
Total	1,303,000	0	1,303,000

To the extent the relevant items have not been recouped from other sources

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u>			
- FCAM's Remuneration (USD5,000)			
- FCAM's Remuneration (CGR ≤ USD3M)	1%	0	6,057
- FCAM's Remuneration (CGR > USD3M and CGR ≤ USD6M)	0.75%	0	5,230
- FCAM's Remuneration (CGR > USD6M)	0.5%		
- FCAM's Remuneration; additional USD500 for payments made in relation to the Daydream Indebtedness and USD300 for subsequent payments			
- FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month			
2 <u>UTA/Producer:</u> (notified by Producer)			
- North American Marketing Costs (capped at USD10,000); payable to UTA		0	5,000
- to Producer; Producer's delivery costs; GBP5,455 (previously approved by all parties)		0	8,725
3 <u>UTA:</u>			
- UTA Sales Fee: non-deferred part	5%	0	65,150
4 <u>Altitude:</u> (if servicing the North American Territory)	2.5%		
- Altitude Servicing Fee (subject to a floor of USD15,000 and a cap of USD50,000)		0	33,375
- TBA by Producer, Altitude (2.5% on Canada MG (\$185,000) and US MG (\$1,150,000))			
5 <u>CWSYMF:</u>			
- until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital		0	1,179,463
- CDN equivalent of AUD2,860,000 plus applicable interest and any default penalties (if any)			
6 <u>Altitude:</u>	50%		
- Sales Agency Fee: deferred part (5% on ROW CGR); retroactively and going forward			
<u>UTA:</u>			
- UTA Sales Fee: deferred part (5%); retroactively and going forward	50%		
7 balance remaining, in accordance with C			
Total allocated per Statement date	1,303,000	0	1,303,000

Freeway CAM B.V.

Schedule 5 - PART C / Joint Provisions

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through MAR 6, 2015**

	Totals previous accounting period	Statement	Total
Collected Gross Receipts			
C. - ROW Territory	0	170,309	170,309
- North American Territory	0	0	0
Total	0	170,309	170,309

To the extent the relevant items have not been recouped from other sources

	Totals previous accounting period	Statement	Total
Distribution of Collected Gross Receipts:			
1 <u>Producer:</u>			
- Residuals; (not applicable)	0	0	0
2 <u>Fulcrum 2:</u>			
- FMF 2 Amounts Owng; TBA (fully repaid)	0	0	0
3 <u>Fulcrum:</u>			
- FMF Amounts Owng; TBA (fully repaid)	0	0	0
4 <u>Daydream:</u>			
- Daydream Investment (AUD1,160,000)	0	170,309	170,309
5 <u>Daydream and McGregor (until recoupment of USD75,000 by McGregor), as follows:</u>			
- Daydream	50%		
- McGregor	50%		
6 <u>Daydream:</u>			
- Daydream Indebtedness (loan, interest and fees); TBA			
7 <u>Orontes:</u>			
- Orontes Investment (AUD250,000) plus 20% premium			
8 <u>McGregor:</u>			
- until he has received USD125,000			
9 <u>until recoupment of the WMBC Investment (AUD250,000):</u>			
- White (AUD150,000)	60%		
- Avery (AUD100,000)	40%		
10 <u>(4) Producer:</u>			
- Marketing Expenses (other than Residuals); TBA			
11 <u>(7) on a pari passu basis, as follows:</u>			
- Screen Australia; Screen Australia Investment (AUD2,500,000)	31.22%		
- Screen NSW; Screen NSW Investment (AUD150,000)	1.87%		
- Deluxe; Deluxe Investment (AUD200,000)	2.50%		
- ScreenWest; ScreenWest Investment (AUD650,000)	8.12%		
- Kojo; Kojo Investment (AUD75,000)	0.94%		
- Marshalls & Dent; Marshalls & Dent Investment (AUD70,000)	0.88%		
- Producer*; Producer Offset Advance (TBA by Fulcrum2) and Producer Investment (AUD115,405):	54.47%		
<i>*Producer's share on a pari passu basis, as follows:</i>			
- McGregor (USD350,000)	55%		
- Vikander (USD50,000)	2.5%		
- Menzes (AUD40,000)	5%		
- Bishop (AUD15,000)	2%		
- Webb (AUD15,000)	1.5%		
- Daydream	9.2%		
- balance remaining shall be paid equally on a pari passu basis:			
- 50% White			
- 50% Avery			
12 <u>(8) Producer:</u>			
- Overages (if any)			
13 <u>(9) Completion Guarantor; TBA</u>			
14 <u>(10) the balance remaining; Net Profits</u>			
- Orontes	5%		
- Screen Australia	15.1%		
- Screen NSW	0.91%		
- Deluxe	1.21%		
- ScreenWest	3.93%		
- McGregor	12.5%		
- Media House	5%		
- CWSYMF	5%		
- UTA	3%		
- Daydream	6.46%		
- Kojo	0.4%		
- Marshalls & Dent	0.37%		

-	Producer:	41.12%		
-	MEAA; TBA by Producer			
-	Thwaites	2%		
-	Vikander	2.5%		
-	WBMC	2%		
-	Collee	1.5%		
-	Bishop	1.5%		
-	Menzies	2%		
-	Janet	1%		
-	Barret	1%		
-	Hutchings	1.5%		
-	Daydream	16.5%		
-	balance remaining shall be paid equally on a pari passu basis:			
-	White	50%		
-	Avery	50%		
Total allocated per Statement date			0	170,309
				170,309

Freeway CAM B.V.

Entitlement Summary

Title: **Son of a Gun**
 Currency: **USD**
 Reporting period: **through MAR 6, 2015**

Account Manager: **Eszter Kalmár**
 Bank: **East West Bank**
 Account no.: **8003 028 472**

<u>Allocation previous Collection Account balance</u>		Totals
FCAM's Remuneration	17,827	
FCAM Expenses	1,280	
Sales Agency Fee: deferred, non-deferred part	67,937	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	1,818,146	
UTA	52,560	
Producer	8,725	
Residuals	0	
Daydream Investment	0	
Total	a	1,966,476

<u>Payments</u>		
FCAM's Remuneration	(17,827)	
FCAM Expenses	(19)	
Sales Agency Fee: deferred, non-deferred part	(67,937)	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	(1,842,453)	
UTA	(52,560)	
Producer	(8,725)	
Residuals	0	
Daydream Investment	0	
Total	b	(1,989,521)

<u>Allocation of Collected Gross Receipts</u>		
FCAM's Remuneration	4,280	
FCAM Expenses	1,689	
Sales Agency Fee: deferred, non-deferred part	191,045	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	22,501	
Additional Sales Expenses	91,356	
CWSYMF	24,307	
UTA	65,150	
Producer	0	
Residuals	0	
Daydream Investment	170,309	
Total	c	570,636

Entitlements

<u>Beneficiaries:</u>	<u>Payment date</u>	<u>Amount</u>
FCAM's Remuneration	09-Mar-15	4,279.77
FCAM Expenses	09-Mar-15	2,950.00
Sales Agency Fee: deferred, non-deferred part	09-Mar-15	191,045.21
Sales Expenses: non-deferred part	-	0.00
Sales Expenses: deferred part	reserved*)	22,500.76
Additional Sales Expenses	reserved*)	91,356.22
CWSYMF	-	0.00
UTA	09-Mar-15	65,150.00
Producer	-	0.00
Residuals	-	0.00
Daydream Investment	09-Mar-15	170,308.58
Total	a+b+c	547,590.54



COLLECTION STATEMENT

Title:	Son of a Gun	Statement No.:	SOAG/10
Reporting Period:	APR 30, 2015	Date:	14/May/15

REFLECTING THE TERMS OF THE FIRST VARIATION AGREEMENT
TO THE COLLECTION ACCOUNT MANAGEMENT AGREEMENT

Issued by:	Freeway CAM B.V.	Account manager:	Eszter Kalmar
Address:	Luna Arena, Herikerbergweg 238 1011 CM Amsterdam, The Netherlands	E-mail:	eszter.kalmar@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

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Freeway CAM B.V.

Statement of Collection Account

Title: **Son of a Gun**
 Currency : **USD**

Bank
 Account no.: **East West Bank**
8003 028 472

Date	Distributor / Beneficiary	Territory / Description	credit	debit	balance
31-Oct-14	Totals		1,751,783.05	(1,252,110.06)	499,672.99
07-Nov-14	Spentzos Films SA	Greece	11,614.83		
25-Nov-14	Dutch Filmworks	Benelux	79,973.00		
26-Nov-14	Spentzos Films SA	Greece	11,614.83		
28-Nov-14	PRIS Audiovisuais, S.A.	Portugal	9,206.83		
02-Dec-14	FCAM's Remuneration			(4,876.08)	
	FCAM Expenses			(450.00)	
	Sales Agency Fee: non-deferred part			(51,060.60)	
	CWSYMF			(404,751.04)	
	UTA			(17,590.00)	
08-Dec-14	California Filmes	Latin America	149,980.00		
10-Dec-14	Mongrel Media	Canada	119,700.00		
10-Dec-14	California Filmes	Latin America	132,380.00		
11-Dec-14	A24 Films	US	920,000.00		
16-Dec-14	Kino Swiat Sp. Z.o.o.	Poland	73,350.69		
17-Dec-14	Koch Media GmbH	UK	437,710.29		
17-Dec-14	Totals		3,697,313.52	(1,730,837.78)	1,966,475.74
23-Dec-14	Producer			(8,725.27)	
23-Dec-14	FCAM's Remuneration			(17,827.02)	
	Sales Agency Fee: deferred, non-deferred part			(67,937.29)	
	CWSYMF			(1,818,146.16)	
	UTA			(52,560.00)	
	FCAM Expenses			(19.13)	
26-Jan-15	Mono Films	Thailand	25,000.00		
	Ascot Elite	Germany, Austria & Switzerland	517,485.00		
17-Feb-15	TF1 Acquisitions de Droits, GIE	France	24,651.29		
24-Feb-15	Red Mist Nigeria Limited	Nigeria, Ghana	3,500.00		
06-Mar-15	CWSYMF	(CAD29,292.43)		(24,306.62)	
06-Mar-15	Totals		4,267,949.81	(3,720,359.27)	547,590.54
09-Mar-15	FCAM's Remuneration			(4,279.77)	
	FCAM Expenses			(2,230.00)	
	Sales Agency Fee: deferred, non-deferred part			(191,045.21)	
	UTA			(65,150.00)	
17-Mar-15	Sales Expenses: deferred part			(22,500.76)	
	Additional Sales Expenses			(91,356.22)	
	Daydream Investment			(166,638.14)	
	FCAM Expenses			(371.47)	
08-Apr-15	Rekiston	CIS	7,500.00		
21-Apr-15	Dutch Filmworks	Benelux	19,973.00		
29-Apr-15	TF1 Acquisitions de Droits, GIE	France	224,970.00		
30-Apr-15	Totals		4,520,392.81	(4,263,930.84)	256,461.97
			Totals previous accounting period	Statement	Total
Collected Gross Receipts:					
Territory (the world excluding the ANZ Territory):					
A. ROW Territory			2,964,949.81	252,443.00	3,217,392.81
B. North American Territory (US and Canada)			1,303,000.00	0.00	1,303,000.00
Part B. Producer Offset Margin			0.00	0.00	0.00
Total Payments:					
FCAM's Remuneration			(40,229.85)	(4,279.77)	(44,509.62)
FCAM Expenses			(3,059.35)	(2,601.47)	(5,660.82)
Sales Agency Fee: deferred, non-deferred part			(212,948.52)	(191,045.21)	(403,993.73)
Sales Expenses: non-deferred part			(75,000.00)	0.00	(75,000.00)
Sales Expenses: deferred part			0.00	(22,500.76)	(22,500.76)
Additional Sales Expenses			0.00	(91,356.22)	(91,356.22)
CWSYMF			(3,310,246.28)	0.00	(3,310,246.28)
UTA			(70,150.00)	(65,150.00)	(135,300.00)
Producer			(8,725.27)	0.00	(8,725.27)
Residuals			0.00	0.00	0.00
Daydream Investment			0.00	(166,638.14)	(166,638.14)
Totals			547,590.54	(291,128.57)	256,461.97

Freeway CAM B.V.

Schedule 5 - PART A / ROW Territory

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **APR 30, 2015**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
A. ROW Territory	2,964,950	252,443	3,217,393
Total	2,964,950	252,443	3,217,393

To the extent the relevant items have not been recouped from other sources

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u>			
- FCAM's Remuneration (USD5,000)	5,000	0	5,000
- FCAM's Remuneration (CGR ≤ USD3M)	1% 23,943	0	23,943
- FCAM's Remuneration (CGR > USD3M and CGR ≤ USD6M)	0.75% 4,280	1,893	6,173
- FCAM's Remuneration (CGR > USD6M)	0.5%		
- FCAM's Remuneration; additional USD500 for payments made in relation to the Daydream Indebtedness and USD300 for subsequent payments	500	300	800
- FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month	5,509	371	5,881
2 <u>Altitude:</u>			
- Sales Agency Fee: non-deferred part	7.5% 222,371	18,933	241,304
3 <u>Altitude:</u>			
(i) Sales Expenses: non-deferred part (capped at USD75,000); TBA	75,000	0	75,000
(ii) Sales Expenses: deferred part (capped at USD50,000); TBA by Producer, Altitude and Media House, PROVIDED THAT the Media House Facility Repayment Date has happened	22,501	0	22,501
(iii) Additional Sales Expenses:			
(a.) all costs of delivery;			
(b.) additional Film elements and delivery items required to effect delivery;	91,356	0	91,356
(c.) first market/festival costs;			
(d.) Altitude Servicing Fee; in the event it is recoupable as a Sales Expense TBA by Producer, Altitude and Media House Capital (until Media House Capital Indebtedness has been repaid in full)			
4 <u>CWSYMF (fully paid):</u>			
- until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital <i>CDN equivalent of AUD2,860,000 plus applicable interest and any default penalties (if any)</i>	2,130,783	0	2,130,783
5 <u>50% to Altitude:</u>			
- Sales Agency Fee: deferred part (5%); retroactively and going forward	5% 148,247	12,622	160,870
- any deferred Sales Expenses			
<u>50% to UTA:</u>			
- UTA Sales Fee: deferred part (5% on North American CGR); retroactively and going forward	5% 65,150	0	65,150
6 <u>balance remaining, in accordance with C</u>	170,309	218,323	388,631
Total allocated per Statement date	2,964,950	252,443	3,217,393

Freeway CAM B.V.

Schedule 5 - PART B / North American Territory

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **APR 30, 2015**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
B. North American Territory	1,303,000	0	1,303,000
Total	1,303,000	0	1,303,000

To the extent the relevant items have not been recouped from other sources

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u>			
- FCAM's Remuneration (USD5,000)			
- FCAM's Remuneration (CGR ≤ USD3M)	1%	0	6,057
- FCAM's Remuneration (CGR > USD3M and CGR ≤ USD6M)	0.75%	0	5,230
- FCAM's Remuneration (CGR > USD6M)	0.5%		
- FCAM's Remuneration; additional USD500 for payments made in relation to the Daydream Indebtedness and USD300 for subsequent payments			
- FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month			
2 <u>UTA/Producer:</u> (notified by Producer)			
- North American Marketing Costs (capped at USD10,000); payable to UTA		0	5,000
- to Producer; Producer's delivery costs; GBP5,455 (previously approved by all parties)		0	8,725
3 <u>UTA:</u>			
- UTA Sales Fee: non-deferred part	5%	0	65,150
4 <u>Altitude:</u> (if servicing the North American Territory)	2.5%		
- Altitude Servicing Fee (subject to a floor of USD15,000 and a cap of USD50,000)		0	33,375
- TBA by Producer, Altitude (2.5% on Canada MG (\$185,000) and US MG (\$1,150,000))			
5 <u>CWSYMF (fully paid):</u>			
- until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital		0	1,179,463
- CDN equivalent of AUD2,860,000 plus applicable interest and any default penalties (if any)			
6 <u>Altitude:</u>	50%		
- Sales Agency Fee: deferred part (5% on ROW CGR); retroactively and going forward			
<u>UTA:</u>			
- UTA Sales Fee: deferred part (5%); retroactively and going forward	50%		
7 balance remaining, in accordance with C			
Total allocated per Statement date	1,303,000	0	1,303,000

Freeway CAM B.V.

Schedule 5 - PART C / Joint Provisions

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **APR 30, 2015**

	Totals previous accounting period	Statement	Total
Collected Gross Receipts			
C. - ROW Territory	170,309	218,323	388,631
- North American Territory	0	0	0
Total	170,309	218,323	388,631

To the extent the relevant items have not been recouped from other sources

	Totals previous accounting period	Statement	Total
Distribution of Collected Gross Receipts:			
1 <u>Producer:</u>			
- Residuals; (not applicable)	0	0	0
2 <u>Fulcrum 2:</u>			
- FMF 2 Amounts Owning; TBA (fully repaid)	0	0	0
3 <u>Fulcrum:</u>			
- FMF Amounts Owning; TBA (fully repaid)	0	0	0
4 <u>Daydream:</u>			
- Daydream Investment (AUD1,160,000)	170,309	218,323	388,631
5 <u>Daydream and McGregor (until recoupment of USD75,000 by McGregor), as follows:</u>			
- Daydream	50%		
- McGregor	50%		
6 <u>Daydream:</u>			
- Daydream Indebtedness (loan, interest and fees); TBA			
7 <u>Orontes:</u>			
- Orontes Investment (AUD250,000) plus 20% premium			
8 <u>McGregor:</u>			
- until he has received USD125,000			
9 <u>until recoupment of the WMBC Investment (AUD250,000):</u>			
- White (AUD150,000)	60%		
- Avery (AUD100,000)	40%		
10 (4) <u>Producer:</u>			
- Marketing Expenses (other than Residuals); TBA			
11 (7) <u>on a pari passu basis, as follows:</u>			
- Screen Australia; Screen Australia Investment (AUD2,500,000)	31.22%		
- Screen NSW; Screen NSW Investment (AUD150,000)	1.87%		
- Deluxe; Deluxe Investment (AUD200,000)	2.50%		
- ScreenWest; ScreenWest Investment (AUD650,000)	8.12%		
- Kojo; Kojo Investment (AUD75,000)	0.94%		
- Marshalls & Dent; Marshalls & Dent Investment (AUD70,000)	0.88%		
- Producer*; Producer Offset Advance (TBA by Fulcrum2) and Producer Investment (AUD115,405):	54.47%		
<i>*Producer's share on a pari passu basis, as follows:</i>			
- McGregor (USD350,000)	55%		
- Vikander (USD50,000)	2.5%		
- Menzes (AUD40,000)	5%		
- Bishop (AUD15,000)	2%		
- Webb (AUD15,000)	1.5%		
- Daydream	9.2%		
- balance remaining shall be paid equally on a pari passu basis:			
- 50% White			
- 50% Avery			
12 (8) <u>Producer:</u>			
- Overages (if any)			
13 (9) <u>Completion Guarantor:</u> TBA			
14 (10) <u>the balance remaining; Net Profits</u>			
- Orontes	5%		
- Screen Australia	15.1%		
- Screen NSW	0.91%		
- Deluxe	1.21%		
- ScreenWest	3.93%		
- McGregor	12.5%		
- Media House	5%		
- CWSYMF	5%		
- UTA	3%		
- Daydream	6.46%		
- Kojo	0.4%		
- Marshalls & Dent	0.37%		

-	Producer:	41.12%		
-	MEAA; TBA by Producer			
-	Thwaites	2%		
-	Vikander	2.5%		
-	WBMC	2%		
-	Collee	1.5%		
-	Bishop	1.5%		
-	Menzies	2%		
-	Janet	1%		
-	Barret	1%		
-	Hutchings	1.5%		
-	Daydream	16.5%		
-	balance remaining shall be paid equally on a pari passu basis:			
-	White	50%		
-	Avery	50%		
Total allocated per Statement date			170,309	218,323
				388,631

Freeway CAM B.V.

Entitlement Summary

Title: **Son of a Gun**
 Currency: **USD**
 Reporting period: **APR 30, 2015**

Account Manager: **Eszter Kalmár**
 Bank: **East West Bank**
 Account no.: **8003 028 472**

<u>Allocation previous Collection Account balance</u>		Totals
FCAM's Remuneration	4,280	
FCAM Expenses	2,950	
Sales Agency Fee: deferred, non-deferred part	191,045	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	22,501	
Additional Sales Expenses	91,356	
CWSYMF	0	
UTA	65,150	
Producer	0	
Residuals	0	
Daydream Investment	170,309	
Total	a	547,591

<u>Payments</u>		
FCAM's Remuneration	(4,280)	
FCAM Expenses	(2,601)	
Sales Agency Fee: deferred, non-deferred part	(191,045)	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	(22,501)	
Additional Sales Expenses	(91,356)	
CWSYMF	0	
UTA	(65,150)	
Producer	0	
Residuals	0	
Daydream Investment	(166,638)	
Total	b	(543,572)

<u>Allocation of Collected Gross Receipts</u>		
FCAM's Remuneration	1,893	
FCAM Expenses	671	
Sales Agency Fee: deferred, non-deferred part	31,555	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	0	
UTA	0	
Producer	0	
Residuals	0	
Daydream Investment	218,323	
Total	c	252,443

Entitlements

<u>Beneficiaries:</u>	<u>Payment date</u>	<u>Amount</u>	
FCAM's Remuneration	18-May-15	1,893.33	
FCAM Expenses	18-May-15	1,020.00	
Sales Agency Fee: deferred, non-deferred part	18-May-15	31,555.37	
Sales Expenses: non-deferred part	-	0.00	
Sales Expenses: deferred part	-	0.00	
Additional Sales Expenses	-	0.00	
CWSYMF	-	0.00	
UTA	-	0.00	
Producer	-	0.00	
Residuals	-	0.00	
Daydream Investment	18-May-15	221,993.27	
Total	a+b+c	256,461.97	



COLLECTION STATEMENT

Title:	Son of a Gun	Statement No.:	SOAG/11
Reporting Period:	through JUL 31, 2015	Date:	17/Aug/15

REFLECTING THE TERMS OF THE FIRST VARIATION AGREEMENT
TO THE COLLECTION ACCOUNT MANAGEMENT AGREEMENT

Issued by:	Freeway CAM B.V.	Account manager:	Eszter Kalmar
Address:	Luna Arena, Herikerbergweg 238 1011 CM Amsterdam, The Netherlands	E-mail:	eszter.kalmar@freeway-entertainment.com
VAT No:	810347647B01	Tel:	+36 (1) 473 4300
Chamber of Commerce No:	34163572	Fax:	+36 (1) 473 4301
		Website:	www.freeway-entertainment.com

Please note that in order to issue collection statements accurately and in a timely manner, FCAM may rely on the timely receipt of certain information affecting the allocation of collected revenues during a certain reporting period. We kindly request your co-operation with providing us with any notifications, copies of invoices, copies of distribution agreements and sub-distribution agreements within five (5) business days of the end of each calendar month to which such relate. Late receipt of the aforementioned information may result in having said information incorporated in the collection statement for the next reporting period.

Freeway CAM B.V.

Statement of Collection Account

Title: **Son of a Gun**
 Currency : **USD**

Bank
 Account no.: **East West Bank**
8003 028 472

Date	Distributor / Beneficiary	Territory / Description	credit	debit	balance
17-Dec-14	Totals		3,697,313.52	(1,730,837.78)	1,966,475.74
23-Dec-14	Producer			(8,725.27)	
23-Dec-14	FCAM's Remuneration			(17,827.02)	
	Sales Agency Fee: deferred, non-deferred part			(67,937.29)	
	CWSYMF			(1,818,146.16)	
	UTA			(52,560.00)	
	FCAM Expenses			(19.13)	
26-Jan-15	Mono Films	Thailand	25,000.00		
	Ascot Elite	Germany, Austria & Switzerland	517,485.00		
17-Feb-15	TF1 Acquisitions de Droits, GIE	France	24,651.29		
24-Feb-15	Red Mist Nigeria Limited	Nigeria, Ghana	3,500.00		
06-Mar-15	CWSYMF	(CAD29,292.43)		(24,306.62)	
06-Mar-15	Totals		4,267,949.81	(3,720,359.27)	547,590.54
09-Mar-15	FCAM's Remuneration			(4,279.77)	
	FCAM Expenses			(2,230.00)	
	Sales Agency Fee: deferred, non-deferred part			(191,045.21)	
	UTA			(65,150.00)	
17-Mar-15	Sales Expenses: deferred part			(22,500.76)	
	Additional Sales Expenses			(91,356.22)	
	Daydream Investment			(166,638.14)	
	FCAM Expenses			(371.47)	
08-Apr-15	Rekiston	CIS	7,500.00		
21-Apr-15	Dutch Filmworks	Benelux	19,973.00		
29-Apr-15	TF1 Acquisitions de Droits, GIE	France	224,970.00		
30-Apr-15	Totals		4,520,392.81	(4,263,930.84)	256,461.97
18-May-15	FCAM's Remuneration			(1,893.33)	
	FCAM Expenses			(300.00)	
	Sales Agency Fee: deferred, non-deferred part			(31,555.37)	
	Daydream Investment			(221,993.27)	
	FCAM Expenses			(298.13)	
09-Jul-15	Prorom Media-Trade GmbH	Romania & Hungary	9,849.16		
24-Jul-15	Eagle Entertainment	Italy	46,936.53		
31-Jul-15	Totals		4,577,178.50	(4,519,970.94)	57,207.56

	Totals previous accounting period	Statement	Total
Collected Gross Receipts:			
Territory (the world excluding the ANZ Territory):			
A. ROW Territory	3,217,392.81	56,785.69	3,274,178.50
B. North American Territory (US and Canada)	1,303,000.00	0.00	1,303,000.00
Part B. Producer Offset Margin	0.00	0.00	0.00
Total Payments:			
FCAM's Remuneration	(44,509.62)	(1,893.33)	(46,402.95)
FCAM Expenses	(5,660.82)	(598.13)	(6,258.95)
Sales Agency Fee: deferred, non-deferred part	(403,993.73)	(31,555.37)	(435,549.10)
Sales Expenses: non-deferred part	(75,000.00)	0.00	(75,000.00)
Sales Expenses: deferred part	(22,500.76)	0.00	(22,500.76)
Additional Sales Expenses	(91,356.22)	0.00	(91,356.22)
CWSYMF	(3,310,246.28)	0.00	(3,310,246.28)
UTA	(135,300.00)	0.00	(135,300.00)
Producer	(8,725.27)	0.00	(8,725.27)
Residuals	0.00	0.00	0.00
Daydream Investment	(166,638.14)	(221,993.27)	(388,631.41)
Totals	256,461.97	(199,254.41)	57,207.56

Freeway CAM B.V.

Schedule 5 - PART A / ROW Territory

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through JUL 31, 2015**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
A. ROW Territory	3,217,393	56,786	3,274,179
Total	3,217,393	56,786	3,274,179

To the extent the relevant items have not been recouped from other sources

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u>			
- FCAM's Remuneration (USD5,000)	5,000	0	5,000
- FCAM's Remuneration (CGR ≤ USD3M)	1% 23,943	0	23,943
- FCAM's Remuneration (CGR > USD3M and CGR ≤ USD6M)	0.75% 6,173	426	6,599
- FCAM's Remuneration (CGR > USD6M)	0.5%		
- FCAM's Remuneration; additional USD500 for payments made in relation to the Daydream Indebtedness and USD300 for subsequent payments	800	300	1,100
- FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month	5,881	408	6,289
2 <u>Altitude:</u>			
- Sales Agency Fee: non-deferred part	7.5% 241,304	4,259	245,563
3 <u>Altitude:</u>			
(i) Sales Expenses: non-deferred part (capped at USD75,000); TBA	75,000	0	75,000
(ii) Sales Expenses: deferred part (capped at USD50,000); TBA by Producer, Altitude and Media House, PROVIDED THAT the Media House Facility Repayment Date has happened	22,501	0	22,501
(iii) Additional Sales Expenses:			
(a.) all costs of delivery;			
(b.) additional Film elements and delivery items required to effect delivery;	91,356	0	91,356
(c.) first market/festival costs;			
(d.) Altitude Servicing Fee; in the event it is recoupable as a Sales Expense TBA by Producer, Altitude and Media House Capital (until Media House Capital Indebtedness has been repaid in full)			
4 <u>CWSYMF (fully paid):</u>			
- until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital <i>CDN equivalent of AUD2,860,000 plus applicable interest and any default penalties (if any)</i>	2,130,783	0	2,130,783
5 <u>50% to Altitude:</u>			
- Sales Agency Fee: deferred part (5%); retroactively and going forward	5% 160,870	2,839	163,709
- any deferred Sales Expenses			
<u>50% to UTA:</u>			
- UTA Sales Fee: deferred part (5% on North American CGR); retroactively and going forward	5% 65,150	0	65,150
6 <u>balance remaining, in accordance with C</u>	388,631	48,553	437,185
Total allocated per Statement date	3,217,393	56,786	3,274,179

Freeway CAM B.V.

Schedule 5 - PART B / North American Territory

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through JUL 31, 2015**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
B. North American Territory	1,303,000	0	1,303,000
Total	1,303,000	0	1,303,000

To the extent the relevant items have not been recouped from other sources

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u>			
- FCAM's Remuneration (USD5,000)			
- FCAM's Remuneration (CGR ≤ USD3M)	1%	0	6,057
- FCAM's Remuneration (CGR > USD3M and CGR ≤ USD6M)	0.75%	0	5,230
- FCAM's Remuneration (CGR > USD6M)	0.5%		
- FCAM's Remuneration; additional USD500 for payments made in relation to the Daydream Indebtedness and USD300 for subsequent payments			
- FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month			
2 <u>UTA/Producer:</u> (notified by Producer)			
- North American Marketing Costs (capped at USD10,000); payable to UTA		0	5,000
- to Producer; Producer's delivery costs; GBP5,455 (previously approved by all parties)		0	8,725
3 <u>UTA:</u>			
- UTA Sales Fee: non-deferred part	5%	0	65,150
4 <u>Altitude:</u> (if servicing the North American Territory)	2.5%		
- Altitude Servicing Fee (subject to a floor of USD15,000 and a cap of USD50,000)		0	33,375
- TBA by Producer, Altitude (2.5% on Canada MG (\$185,000) and US MG (\$1,150,000))			
5 <u>CWSYMF (fully paid):</u>			
- until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital		0	1,179,463
- CDN equivalent of AUD2,860,000 plus applicable interest and any default penalties (if any)			
6 <u>Altitude:</u>	50%		
- Sales Agency Fee: deferred part (5% on ROW CGR); retroactively and going forward			
<u>UTA:</u>			
- UTA Sales Fee: deferred part (5%); retroactively and going forward	50%		
7 balance remaining, in accordance with C			
Total allocated per Statement date	1,303,000	0	1,303,000

Freeway CAM B.V.

Schedule 5 - PART C / Joint Provisions

Title: **Son of a Gun**
 Currency : **USD**
 Rep. period: **through JUL 31, 2015**

	Totals previous accounting period	Statement	Total
Collected Gross Receipts			
C. - ROW Territory	388,631	48,553	437,185
- North American Territory	0	0	0
Total	388,631	48,553	437,185

To the extent the relevant items have not been recouped from other sources

	Totals previous accounting period	Statement	Total
Distribution of Collected Gross Receipts:			
1 <u>Producer:</u>			
- Residuals; (not applicable)	0	0	0
2 <u>Fulcrum 2:</u>			
- FMF 2 Amounts Owng; TBA (fully repaid)	0	0	0
3 <u>Fulcrum:</u>			
- FMF Amounts Owng; TBA (fully repaid)	0	0	0
4 <u>Daydream:</u>			
- Daydream Investment (AUD1,160,000)	388,631	48,553	437,185
5 <u>Daydream and McGregor (until recoupment of USD75,000 by McGregor), as follows:</u>			
- Daydream	50%		
- McGregor	50%		
6 <u>Daydream:</u>			
- Daydream Indebtedness (loan, interest and fees); TBA			
7 <u>Orontes:</u>			
- Orontes Investment (AUD250,000) plus 20% premium			
8 <u>McGregor:</u>			
- until he has received USD125,000			
9 <u>until recoupment of the WMBC Investment (AUD250,000):</u>			
- White (AUD150,000)	60%		
- Avery (AUD100,000)	40%		
10 <u>(4) Producer:</u>			
- Marketing Expenses (other than Residuals); TBA			
11 <u>(7) on a pari passu basis, as follows:</u>			
- Screen Australia; Screen Australia Investment (AUD2,500,000)	31.22%		
- Screen NSW; Screen NSW Investment (AUD150,000)	1.87%		
- Deluxe; Deluxe Investment (AUD200,000)	2.50%		
- ScreenWest; ScreenWest Investment (AUD650,000)	8.12%		
- Kojo; Kojo Investment (AUD75,000)	0.94%		
- Marshalls & Dent; Marshalls & Dent Investment (AUD70,000)	0.88%		
- Producer*; Producer Offset Advance (TBA by Fulcrum2) and Producer Investment (AUD115,405):	54.47%		
<i>*Producer's share on a pari passu basis, as follows:</i>			
- McGregor (USD350,000)	55%		
- Vikander (USD50,000)	2.5%		
- Menzes (AUD40,000)	5%		
- Bishop (AUD15,000)	2%		
- Webb (AUD15,000)	1.5%		
- Daydream	9.2%		
- balance remaining shall be paid equally on a pari passu basis:			
- 50% White			
- 50% Avery			
12 <u>(8) Producer:</u>			
- Overages (if any)			
13 <u>(9) Completion Guarantor; TBA</u>			
14 <u>(10) the balance remaining; Net Profits</u>			
- Orontes	5%		
- Screen Australia	15.1%		
- Screen NSW	0.91%		
- Deluxe	1.21%		
- ScreenWest	3.93%		
- McGregor	12.5%		
- Media House	5%		
- CWSYMF	5%		
- UTA	3%		
- Daydream	6.46%		
- Kojo	0.4%		
- Marshalls & Dent	0.37%		

-	Producer:	41.12%		
-	MEAA; TBA by Producer			
-	Thwaites	2%		
-	Vikander	2.5%		
-	WBMC	2%		
-	Collee	1.5%		
-	Bishop	1.5%		
-	Menzies	2%		
-	Janet	1%		
-	Barret	1%		
-	Hutchings	1.5%		
-	Daydream	16.5%		
-	balance remaining shall be paid equally on a pari passu basis:			
-	White	50%		
-	Avery	50%		
Total allocated per Statement date			388,631	48,553
				437,185

Freeway CAM B.V.

Entitlement Summary

Title: **Son of a Gun**
 Currency: **USD**
 Reporting period: **through JUL 31, 2015**

Account Manager: **Eszter Kalmár**
 Bank: **East West Bank**
 Account no.: **8003 028 472**

<u>Allocation previous Collection Account balance</u>		Totals
FCAM's Remuneration	1,893	
FCAM Expenses	1,020	
Sales Agency Fee: deferred, non-deferred part	31,555	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	0	
UTA	0	
Producer	0	
Residuals	0	
Daydream Investment	221,993	
Total	a	256,462

<u>Payments</u>		
FCAM's Remuneration	(1,893)	
FCAM Expenses	(598)	
Sales Agency Fee: deferred, non-deferred part	(31,555)	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	0	
UTA	0	
Producer	0	
Residuals	0	
Daydream Investment	(221,993)	
Total	b	(256,040)

<u>Allocation of Collected Gross Receipts</u>		
FCAM's Remuneration	426	
FCAM Expenses	708	
Sales Agency Fee: deferred, non-deferred part	7,098	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	0	
UTA	0	
Producer	0	
Residuals	0	
Daydream Investment	48,553	
Total	c	56,786

Entitlements

<u>Beneficiaries:</u>	<u>Payment date</u>	<u>Amount</u>	
FCAM's Remuneration	19-Aug-15	425.89	
FCAM Expenses	19-Aug-15	1,130.00	
Sales Agency Fee: deferred, non-deferred part	19-Aug-15	7,098.21	
Sales Expenses: non-deferred part	-	0.00	
Sales Expenses: deferred part	-	0.00	
Additional Sales Expenses	-	0.00	
CWSYMF	-	0.00	
UTA	-	0.00	
Producer	-	0.00	
Residuals	-	0.00	
Daydream Investment	19-Aug-15	48,553.45	
Total	a+b+c	57,207.56	

**FREEWAY**

Collection Statement N° 12

for the period ending Q4 2015

SON OF A GUN

REFLECTING THE TERMS OF THE FIRST VARIATION AGREEMENT
TO THE COLLECTION ACCOUNT MANAGEMENT AGREEMENT

Issued on January 27, 2016
by Eszter Kalmár

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Freeway CAM B.V.

Statement of Collection Account

Title: **SON OF A GUN**
 Currency : **USD**

Bank **East West Bank**
 Account no.: **8003 028 472**

Date	Distributor / Beneficiary	Territory / Description	credit	debit	balance
06-Mar-15	Totals		4,267,949.81	(3,720,359.27)	547,590.54
09-Mar-15	FCAM's Remuneration			(4,279.77)	
	FCAM Expenses			(2,230.00)	
	Sales Agency Fee: deferred, non-deferred part			(191,045.21)	
	UTA			(65,150.00)	
17-Mar-15	Sales Expenses: deferred part			(22,500.76)	
	Additional Sales Expenses			(91,356.22)	
	Daydream Investment			(166,638.14)	
	FCAM Expenses			(371.47)	
08-Apr-15	Rekiston	CIS	7,500.00		
21-Apr-15	Dutch Filmworks	Benelux	19,973.00		
29-Apr-15	TF1 Acquisitions de Droits, GIE	France	224,970.00		
30-Apr-15	Totals		4,520,392.81	(4,263,930.84)	256,461.97
18-May-15	FCAM's Remuneration			(1,893.33)	
	FCAM Expenses			(300.00)	
	Sales Agency Fee: deferred, non-deferred part			(31,555.37)	
	Daydream Investment			(221,993.27)	
	FCAM Expenses			(298.13)	
09-Jul-15	Prorom Media-Trade GmbH	Romania & Hungary	9,849.16		
24-Jul-15	Eagle Entertainment	Italy	46,936.53		
31-Jul-15	Totals		4,577,178.50	(4,519,970.94)	57,207.56
19-Aug-15	FCAM's Remuneration			(425.89)	
	FCAM Expenses			(410.00)	
	Sales Agency Fee: deferred, non-deferred part			(7,098.21)	
	Daydream Investment			(48,553.46)	
	FCAM Expenses			(353.49)	
08-Dec-15	British Film Institute fka UKFC	China	1,965.00		
31-Dec-15	Totals		4,579,143.50	(4,576,811.99)	2,331.51

	Totals previous accounting period	Statement	Total
Collected Gross Receipts:			
Territory (the world excluding the ANZ Territory):			
A. ROW Territory	3,274,178.50	1,965.00	3,276,143.50
B. North American Territory (US and Canada)	1,303,000.00	0.00	1,303,000.00
Part B. Producer Offset Margin	0.00	0.00	0.00
Total Payments:			
FCAM's Remuneration	(46,402.95)	(425.89)	(46,828.84)
FCAM Expenses	(6,258.95)	(763.49)	(7,022.44)
Sales Agency Fee: deferred, non-deferred part	(435,549.10)	(7,098.21)	(442,647.31)
Sales Expenses: non-deferred part	(75,000.00)	0.00	(75,000.00)
Sales Expenses: deferred part	(22,500.76)	0.00	(22,500.76)
Additional Sales Expenses	(91,356.22)	0.00	(91,356.22)
CWSYMF	(3,310,246.28)	0.00	(3,310,246.28)
UTA	(135,300.00)	0.00	(135,300.00)
Producer	(8,725.27)	0.00	(8,725.27)
Residuals	0.00	0.00	0.00
Daydream Investment	(388,631.41)	(48,553.46)	(437,184.87)
Totals	57,207.56	(54,876.05)	2,331.51

Freeway CAM B.V.

Schedule 5 - PART A / ROW Territory

Title: **SON OF A GUN**
 Currency : **USD**
 Rep. period: **for the period ending Q4 2015**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
A. ROW Territory	3,274,179	1,965	3,276,144
Total	3,274,179	1,965	3,276,144

To the extent the relevant items have not been recouped from other sources

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u>			
- FCAM's Remuneration (USD5,000)	5,000	0	5,000
- FCAM's Remuneration (CGR ≤ USD3M)	1% 23,943	0	23,943
- FCAM's Remuneration (CGR > USD3M and CGR ≤ USD6M)	0.75% 6,599	15	6,614
- FCAM's Remuneration (CGR > USD6M)	0.5%		
- FCAM's Remuneration; additional USD500 for payments made in relation to the Daydream Indebtedness and USD300 for subsequent payments	1,100	0	1,100
- FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month	6,289	1,183	7,472
2 <u>Altitude:</u>			
- Sales Agency Fee: non-deferred part	7.5% 245,563	147	245,711
3 <u>Altitude:</u>			
(i) Sales Expenses: non-deferred part (capped at USD75,000); TBA	75,000	0	75,000
(ii) Sales Expenses: deferred part (capped at USD50,000); TBA by Producer, Altitude and Media House, PROVIDED THAT the Media House Facility Repayment Date has happened	22,501	0	22,501
(iii) Additional Sales Expenses:			
(a.) all costs of delivery;			
(b.) additional Film elements and delivery items required to effect delivery;	91,356	0	91,356
(c.) first market/festival costs;			
(d.) Altitude Servicing Fee; in the event it is recoupable as a Sales Expense TBA by Producer, Altitude and Media House Capital (until Media House Capital Indebtedness has been repaid in full)			
4 <u>CWSYMF (fully paid):</u>			
- until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital <i>CDN equivalent of AUD2,860,000 plus applicable interest and any default penalties (if any)</i>	2,130,783	0	2,130,783
5 <u>50% to Altitude:</u>			
- Sales Agency Fee: deferred part (5%); retroactively and going forward	5% 163,709	98	163,807
- any deferred Sales Expenses			
<u>50% to UTA:</u>			
- UTA Sales Fee: deferred part (5% on North American CGR); retroactively and going forward	5% 65,150	0	65,150
6 <u>balance remaining, in accordance with C</u>	437,185	521	437,706
Total allocated per Statement date	3,274,179	1,965	3,276,144

Freeway CAM B.V.

Schedule 5 - PART B / North American Territory

Title: **SON OF A GUN**
 Currency : **USD**
 Rep. period: **for the period ending Q4 2015**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
B. North American Territory	1,303,000	0	1,303,000
Total	1,303,000	0	1,303,000

To the extent the relevant items have not been recouped from other sources

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>FCAM:</u>			
- FCAM's Remuneration (USD5,000)			
- FCAM's Remuneration (CGR ≤ USD3M)	1%	0	6,057
- FCAM's Remuneration (CGR > USD3M and CGR ≤ USD6M)	0.75%	0	5,230
- FCAM's Remuneration (CGR > USD6M)	0.5%		
- FCAM's Remuneration; additional USD500 for payments made in relation to the Daydream Indebtedness and USD300 for subsequent payments			
- FCAM Expenses (capped at USD1,500 per annum) additional USD450 for statements between the 19 th and the 24 th month			
2 <u>UTA/Producer:</u> (notified by Producer)			
- North American Marketing Costs (capped at USD10,000); payable to UTA		0	5,000
- to Producer; Producer's delivery costs; GBP5,455 (previously approved by all parties)		0	8,725
3 <u>UTA:</u>			
- UTA Sales Fee: non-deferred part	5%	0	65,150
4 <u>Altitude:</u> (if servicing the North American Territory)	2.5%		
- Altitude Servicing Fee (subject to a floor of USD15,000 and a cap of USD50,000)		0	33,375
- TBA by Producer, Altitude (2.5% on Canada MG (\$185,000) and US MG (\$1,150,000))			
5 <u>CWSYMF (fully paid):</u>			
- until full recoupment of the Media House Capital Indebtedness; TBA by Media House Capital		0	1,179,463
- CDN equivalent of AUD2,860,000 plus applicable interest and any default penalties (if any)			
6 <u>Altitude:</u>	50%		
- Sales Agency Fee: deferred part (5% on ROW CGR); retroactively and going forward			
<u>UTA:</u>			
- UTA Sales Fee: deferred part (5%); retroactively and going forward	50%		
7 balance remaining, in accordance with C			
Total allocated per Statement date	1,303,000	0	1,303,000

Freeway CAM B.V.

Schedule 5 - PART C / Joint Provisions

Title: **SON OF A GUN**
 Currency : **USD**
 Rep. period: **for the period ending Q4 2015**

Collected Gross Receipts	Totals previous accounting period	Statement	Total
C. - ROW Territory	437,185	521	437,706
- North American Territory	0	0	0
Total	437,185	521	437,706

To the extent the relevant items have not been recouped from other sources

Distribution of Collected Gross Receipts:	Totals previous accounting period	Statement	Total
1 <u>Producer:</u>			
- Residuals; (not applicable)	0	0	0
2 <u>Fulcrum 2:</u>			
- FMF 2 Amounts Owng; TBA (fully repaid)	0	0	0
3 <u>Fulcrum:</u>			
- FMF Amounts Owng; TBA (fully repaid)	0	0	0
4 <u>Daydream:</u>			
- Daydream Investment (AUD1,160,000)	437,185	521	437,706
5 <u>Daydream and McGregor (until recoupment of USD75,000 by McGregor), as follows:</u>			
- Daydream	50%		
- McGregor	50%		
6 <u>Daydream:</u>			
- Daydream Indebtedness (loan, interest and fees); TBA			
7 <u>Orontes:</u>			
- Orontes Investment (AUD250,000) plus 20% premium			
8 <u>McGregor:</u>			
- until he has received USD125,000			
9 <u>until recoupment of the WMBC Investment (AUD250,000):</u>			
- White (AUD150,000)	60%		
- Avery (AUD100,000)	40%		
10 <u>(4) Producer:</u>			
- Marketing Expenses (other than Residuals); TBA			
11 <u>(7) on a pari passu basis, as follows:</u>			
- Screen Australia; Screen Australia Investment (AUD2,500,000)	31.22%		
- Screen NSW; Screen NSW Investment (AUD150,000)	1.87%		
- Deluxe; Deluxe Investment (AUD200,000)	2.50%		
- ScreenWest; ScreenWest Investment (AUD650,000)	8.12%		
- Kojo; Kojo Investment (AUD75,000)	0.94%		
- Marshalls & Dent; Marshalls & Dent Investment (AUD70,000)	0.88%		
- Producer*; Producer Offset Advance (TBA by Fulcrum2) and Producer Investment (AUD115,405):	54.47%		
<i>*Producer's share on a pari passu basis, as follows:</i>			
- McGregor (USD350,000)	55%		
- Vikander (USD50,000)	2.5%		
- Menzes (AUD40,000)	5%		
- Bishop (AUD15,000)	2%		
- Webb (AUD15,000)	1.5%		
- Daydream	9.2%		
- balance remaining shall be paid equally on a pari passu basis:			
- 50% White			
- 50% Avery			
12 <u>(8) Producer:</u>			
- Overages (if any)			
13 <u>(9) Completion Guarantor; TBA</u>			
14 <u>(10) the balance remaining; Net Profits</u>			
- Orontes	5%		
- Screen Australia	15.1%		
- Screen NSW	0.91%		
- Deluxe	1.21%		
- ScreenWest	3.93%		
- McGregor	12.5%		
- Media House	5%		
- CWSYMF	5%		
- UTA	3%		
- Daydream	6.46%		
- Kojo	0.4%		
- Marshalls & Dent	0.37%		

-	Producer:	41.12%		
-	MEAA; TBA by Producer			
-	Thwaites	2%		
-	Vikander	2.5%		
-	WBMC	2%		
-	Collee	1.5%		
-	Bishop	1.5%		
-	Menzies	2%		
-	Janet	1%		
-	Barret	1%		
-	Hutchings	1.5%		
-	Daydream	16.5%		
-	balance remaining shall be paid equally on a pari passu basis:			
-	- White	50%		
-	- Avery	50%		
Total allocated per Statement date			437,185	521
				437,706

Freeway CAM B.V.

Entitlement Summary

Title: **SON OF A GUN**
 Currency: **USD**
 Reporting period: **for the period ending Q4 2015**

Account Manager: **Eszter Kalmár**
 Bank: **East West Bank**
 Account no.: **8003 028 472**

<u>Allocation previous Collection Account balance</u>		Totals
FCAM's Remuneration	426	
FCAM Expenses	1,130	
Sales Agency Fee: deferred, non-deferred part	7,098	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	0	
UTA	0	
Producer	0	
Residuals	0	
Daydream Investment	48,553	
Total	a	57,208

<u>Payments</u>		
FCAM's Remuneration	(426)	
FCAM Expenses	(763)	
Sales Agency Fee: deferred, non-deferred part	(7,098)	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	0	
UTA	0	
Producer	0	
Residuals	0	
Daydream Investment	(48,553)	
Total	b	(56,841)

<u>Allocation of Collected Gross Receipts</u>		
FCAM's Remuneration	15	
FCAM Expenses	1,183	
Sales Agency Fee: deferred, non-deferred part	246	
Sales Expenses: non-deferred part	0	
Sales Expenses: deferred part	0	
Additional Sales Expenses	0	
CWSYMF	0	
UTA	0	
Producer	0	
Residuals	0	
Daydream Investment	521	
Total	c	1,965

Entitlements

<u>Beneficiaries:</u>	<u>Payment date</u>	<u>Amount</u>	
FCAM's Remuneration	reserved	14.74	
FCAM Expenses	29-Jan-16	1,550.00	
Sales Agency Fee: deferred, non-deferred part	29-Jan-16	245.63	
Sales Expenses: non-deferred part	-	0.00	
Sales Expenses: deferred part	-	0.00	
Additional Sales Expenses	-	0.00	
CWSYMF	-	0.00	
UTA	-	0.00	
Producer	-	0.00	
Residuals	-	0.00	
Daydream Investment	reserved	521.14	
Total	a+b+c	2,331.51	

Freeway CAM B.V.

Daydream Investment

Title: **SON OF A GUN**
 Currency : **USD**
 Rep. period: **Q1 2016**

Collected Gross Receipts			Previous totals	This Period	Total	
Daydream Investment (AUD1,160,000)			USD 437,184.86	USD 2,346.20	USD 439,531.06	
Distribution of Collected Gross Receipts:			Previous totals	This Period	Total	
1	Triple 8 Mining Limited	27.1552%	118,859.82	637.11	119,496.94	
2	Imobraid Pty Ltd	8.6207%	37,733.28	202.26	37,935.53	
3	Lina Gonzalez Lagares	0.8621%	3,773.33	20.23	3,793.55	
4	Paul Fred Walker & Patricia Marilyn Mason	8.6207%	37,733.28	202.26	37,935.53	
5	David Razin to be paid in USD	2.1552%	9,433.32	50.56	9,483.88	
6	Pegari PTY Limited	6.4655%	28,299.96	151.69	28,451.65	
7	Jon Robert Hooper & Carolyn Louise Hooper	4.3103%	18,866.64	101.13	18,967.77	
8	Jayrab Pty Ltd	4.3103%	18,866.63	101.13	18,967.76	
9	Hartmore Pty Ltd	2.1552%	9,433.32	50.56	9,483.88	
10	East Superannuation Pty Ltd	12.9310%	56,599.91	303.39	56,903.30	
11	AGIO Capital Corporation Limited	2.1552%	9,433.32	50.56	9,483.88	
12	Global Management & Consultants Pty Ltd	2.1552%	9,433.32	50.56	9,483.88	
13	Odalisque Pty Ltd (Super Fund)	4.3103%	18,866.64	101.13	18,967.77	
14	Warrimoo Pty Ltd - Harry Stergiotis	4.3103%	18,866.64	101.13	18,967.77	
15	Sue Gray	5.1724%	22,639.97	121.36	22,761.32	
16	Andrew McMillan & Sally McMillan	4.3103%	18,866.64	101.13	18,967.77	
Total allocated per Statement date			100.000%	USD 437,706.00	USD 2,346.20	USD 440,052.20

Payments	Previous totals	This Period	Total	Payment date	Due
1 Triple 8 Mining Limited	(118,718.31)	0.00	(118,718.31)	14-Apr-16	\$ 778.63
2 Imobraid Pty Ltd	(37,688.35)	0.00	(37,688.35)	14-Apr-16	\$ 247.18
3 Lina Gonzalez Lagares	(3,768.84)	0.00	(3,768.84)	reserved	\$ 24.72
4 Paul Fred Walker & Patricia Marilyn Mason	(37,688.35)	0.00	(37,688.35)	14-Apr-16	\$ 247.18
5 David Razin	(9,422.09)	0.00	(9,422.09)	reserved	\$ 61.79
6 Pegari PTY Limited	(28,266.26)	0.00	(28,266.26)	14-Apr-16	\$ 185.39
7 Jon Robert Hooper & Carolyn Louise Hooper	(18,844.18)	0.00	(18,844.18)	14-Apr-16	\$ 123.59
8 Jayrab Pty Ltd	(18,844.17)	0.00	(18,844.17)	14-Apr-16	\$ 123.60
9 Hartmore Pty Ltd	(9,422.08)	0.00	(9,422.08)	reserved	\$ 61.80
10 East Superannuation Pty Ltd	(56,532.52)	0.00	(56,532.52)	14-Apr-16	\$ 370.78
11 AGIO Capital Corporation Limited	(9,422.08)	0.00	(9,422.08)	reserved	\$ 61.80
12 Global Management & Consultants Pty Ltd	(9,422.08)	0.00	(9,422.08)	reserved	\$ 61.80
13 Odalisque Pty Ltd (Super Fund)	(18,844.18)	0.00	(18,844.18)	14-Apr-16	\$ 123.59
14 Warrimoo Pty Ltd - Harry Stergiotis	(18,844.18)	0.00	(18,844.18)	14-Apr-16	\$ 123.59
15 Sue Gray	(22,613.01)	0.00	(22,613.01)	14-Apr-16	\$ 148.31
16 Andrew McMillan & Sally McMillan	(18,844.18)	0.00	(18,844.18)	14-Apr-16	\$ 123.59
Total allocated per Statement date	(USD 437,184.86)	USD 0.00	(USD 437,184.86)		USD 2,867.34

Payments up to August 19, 2015		Previously paid	Paid in AUD	Total paid	
Daydream Investment (AUD1,160,000)		AUD 488,336.22	AUD 0.00	AUD 488,336.22	
Distribution of Collected Gross Receipts:		Previously paid	Paid in AUD	Total paid	
1	Triple 8 Mining Limited	27.1552%	149,993.86	0.00	149,993.86
2	Imobraid Pty Ltd	8.6207%	47,617.10	0.00	47,617.10
3	Lina Gonzalez Lagares	0.8621%	4,761.72	0.00	4,761.72
4	Paul Fred Walker & Patricia Marilyn Mason	8.6207%	47,617.10	0.00	47,617.10
5	David Razin (paid in USD)	2.1552%	11,716.08	0.00	11,716.08
6	Pegari PTY Limited	6.4655%	35,712.82	0.00	35,712.82
7	Jon Robert Hooper & Carolyn Louise Hooper	4.3103%	23,808.55	0.00	23,808.55
8	Jayrab Pty Ltd	4.3103%	23,808.54	0.00	23,808.54
9	Hartmore Pty Ltd	2.1552%	11,904.27	0.00	11,904.27
10	East Superannuation Pty Ltd	12.9310%	71,425.64	0.00	71,425.64
11	AGIO Capital Corporation Limited	2.1552%	11,904.27	0.00	11,904.27
12	Global Management & Consultants Pty Ltd	2.1552%	11,904.27	0.00	11,904.27
13	Odalisque Pty Ltd (Super Fund)	4.3103%	23,808.55	0.00	23,808.55
14	Warrimoo Pty Ltd - Harry Stergiotis	4.3103%	23,808.55	0.00	23,808.55
15	Sue Gray	5.1724%	28,570.26	0.00	28,570.26
16	Andrew McMillan & Sally McMillan	4.3103%	23,808.55	0.00	23,808.55
Total allocated per Statement date		100.000%	AUD 552,170.13	AUD 0.00	AUD 552,170.13

**FREEWAY****Collection Statement N° 1**

for the period ending June 17, 2016

VINCENT - N-ROXXY

Issued on June 20, 2016
by Eszter Sallai

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Freeway CAM B.V.

Statement of Account

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

CA Bank: **City National**
 CA number: **665468127**

Breakdown of Collected Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	balance
inception	Collection Account balance		0.00	0.00	0.00
19-Dec-14	Falcon Films	Middle East	29,962.00		
26-Feb-15	PT PRIMA CINEMA MULTIMEDIA	Indonesia	2,987.50		
26-Feb-15	United Champ Assets Ltd.	Indonesia	987.50		
15-Jun-15	MNET	South Africa	4,985.00		
23-Jun-15	Korea Screen Inc.	South Korea	5,784.50		
28-Aug-15	Star Entertainment Ltd.	India	1,789.52		
23-Oct-15	Skyline IFE	Vietnam	1,990.00		
2-Nov-15	PADORA	Ex-Yugoslavia	2,811.45		
16-Nov-15	Fox International Channels Inc.	Pan Asia Pay TV	1,000.00		
9-Dec-15	Sales Agent - Sales Fee			(3,995.81)	
	Sales Agent - Market Fee			(43,036.24)	
23-Dec-15	Silverline	Philippines	980.00		
	FCAM Expenses	bank charges		(162.00)	
17-Jun-16	Collection Account balance		53,277.47	(47,194.05)	6,083.42

	Totals previous	Statement	Total
Collected Gross Receipts ("CGR"):			
Sales Agent's Territory	0.00	53,277.47	53,277.47
Domestic Territory (USA)	0.00	0.00	0.00
Total Payments:			
FCAM's Remuneration	0.00	0.00	0.00
FCAM Expenses	0.00	(162.00)	(162.00)
Residuals	0.00	0.00	0.00
Sales Agent - Sales Fee	0.00	(3,995.81)	(3,995.81)
Sales Agent - Market Fee	0.00	(43,036.24)	(43,036.24)
MHC - Sales Fee Override	0.00	0.00	0.00
MHC - MHC Repayment Amount	0.00	0.00	0.00
Collection Account balance	0.00	6,083.42	6,083.42

Freeway CAM B.V.

Schedule 5A

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

A	Sales Agent's Territory		0	53,277	53,277
Distribution of Collected Gross Receipts:					
1	<u>FCAM:</u>				
	- FCAM's Remuneration (CGR ≤ USD2,000,000); thereafter	1%	0	533	533
	- FCAM's Remuneration (USD2,000,000 < CGR ≤ USD4,000,000); thereafter	0.75%			
	- FCAM's Remuneration (USD4,000,000 < CGR ≤ USD6,000,000); thereafter	0.5%			
	- FCAM's Remuneration (CGR > USD6,000,000)	0.4%			
	- FCAM Expenses (capped at USD1,500 per annum)		0	2,322	2,322
2	Residuals Set-Aside:	6.2%	0	3,303	3,303
3	<u>Sales Agent:</u>				
	- Sales Fee	7.5%	0	3,996	3,996
4	<u>Sales Agent:</u>				
	- Market Fee (USD75,000)		0	43,124	43,124
5	Until MHC has been paid the MHC Repayment Amount (USD1,237,500; plus interest, fees and costs):				
	- <u>MHC:</u>				
	- Sales Fee Override	12.5%			
6	<u>MHC:</u>				
	- MHC Repayment Amount (USD1,237,500; plus interest, fees and costs)				
7	<u>Sales Agent:</u>				
	- Additional Sales Agent's Expenses (if any)				
8	Until MHC has been paid the MHC ROI Recoupment Amount (USD371,250):				
	a. <u>Sales Agent:</u>				
	- Deferred Sales Fee; retroactively	5%			
	b. <u>MHC:</u>				
	- Reduced Sales Fee Override	7.5%			
9	<u>MHC:</u>				
	- MHC ROI Recoupment Amount (USD371,250)				
10	<u>Sales Agent:</u>				
	- Deferred Sales Fee	5%			
11	<u>Houndstooth:</u>				
	- Houndstooth Indebtedness:				
	- Houndstooth A Note Repayment Amount (USD550,000 plus interest)				
	- Houndstooth B Note Repayment Amount (USD400,000 plus interest)				
12	<u>MHC:</u>				
	- Reduced Sales Fee Override	7.5%			
13	<u>Producer:</u>				
	- Producer Expenses (capped at USD75,000)				
14	In payment of the deferments (capped at USD75,000); if any				
15	On a pro rata and pari passu basis:				
	- <u>Equity Investors:</u>				
	- Equity Investment and Equity Premium				
	(i) John & Debra Sherman (USD360,000)	50%			
	(ii) Panacea Capital Advisors, Inc. (USD60,000)	8.33%			
	(iii) S&M Holdings (USD30,000)	4.17%			
	(iv) Stanley Rubenstein (USD30,000)	4.17%			
	(v) Scott & Laura Lowy (USD240,000)	33.33%			
16	The remainder shall be considered as "Net Profits" and shall be allocated and paid as follows:				
	- MHC	10%			
	- Houndstooth	10%			
	- Scott & Laura Lowy	10%			
	- John & Debra Sherman	15%			
	- Panacea Capital Advisors, Inc.	2.5%			
	- S&M Holdings	1.25%			
	- Stanley Rubenstein	1.5%			
	- Gary Michael Schultz	5%			
	- Zoe Kravitz	5%			
	- Emile Hirsch	5%			
	- Scott Mescudi	1.2%			
	- Zoey Deutch	1.5%			
	- Emory Cohen	1.5%			
	- Producer	31%			
Total allocated per Statement date			0	53,277	53,277

Freeway CAM B.V.

Schedule 5B

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

B	Domestic Territory	0	0	0
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Distribution of Collected Gross Receipts:

1	<u>FCAM:</u>	
-	FCAM's Remuneration (CGR ≤ USD2,000,000); thereafter	1%
-	FCAM's Remuneration (USD2,000,000 < CGR ≤ USD4,000,000); thereafter	0.75%
-	FCAM's Remuneration (USD4,000,000 < CGR ≤ USD6,000,000); thereafter	0.5%
-	FCAM's Remuneration (CGR > USD6,000,000)	0.4%
-	FCAM Expenses (capped at USD1,500 per annum)	
2	Residuals Set-Aside:	6.2%
3	<u>WME:</u>	
-	WME Commission	7.5%
4	box office bonuses (if any) <i>to the extent that the same are not assumed by the distributor</i>	
5	<u>Ramo Law PC:</u>	
-	Distribution Legal Fee; a higher of	
	(i) USD5,000; or	
	(ii) 2.5% of Domestic CGR	2.5%
6	<u>MHC:</u>	
-	MHC ROI Recoupment Amount (USD371,250)	
7	<u>Houndstooth:</u>	
-	Houndstooth Indebtedness:	
-	Houndstooth A Note Repayment Amount (USD550,000 plus interest)	
-	Houndstooth B Note Repayment Amount (USD400,000 plus interest)	
8	<u>Producer:</u>	
-	Producer Expenses (capped at USD75,000)	
9	In payment of the deferments (capped at USD75,000); if any	
10	On a pro rata and pari passu basis:	
-	<u>Equity Investors:</u>	
-	Equity Investment and Equity Premium	
	(i) John & Debra Sherman (USD360,000)	50%
	(ii) Panacea Capital Advisors, Inc. (USD60,000)	8.33%
	(iii) S&M Holdings (USD30,000)	4.17%
	(iv) Stanley Rubenstein (USD30,000)	4.17%
	(v) Scott & Laura Lowy (USD240,000)	33.33%
11	The remainder shall be considered as "Net Profits" and shall be allocated and paid as follows:	
-	MHC	10%
-	Houndstooth	10%
-	Scott & Laura Lowy	10%
-	John & Debra Sherman	15%
-	Panacea Capital Advisors, Inc.	2.5%
-	S&M Holdings	1.25%
-	Stanley Rubenstein	1.5%
-	Gary Michael Schultz	5%
-	Zoe Kravitz	5%
-	Emile Hirsch	5%
-	Scott Mescudi	1.2%
-	Zoey Deutch	1.5%
-	Emory Cohen	1.5%
-	Producer	31%

Total allocated per Statement date	0	0	0
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Freeway CAM B.V.

Entitlement Summary

Film: **VINCENT - N-ROXXY**
 Acc. Currency : **USD**
 Accounting Period: **for the period ending June 17, 2016**

CA Bank: **City National Bank**
 Account manager: **Eszter Sallai**
 CA number: **665468127**

Allocation previous Collection Account balance

		Totals
FCAM's Remuneration	0	
FCAM Expenses	0	
Residuals	0	
Sales Agent - Sales Fee	0	
Sales Agent - Market Fee	0	
MHC - Sales Fee Override	0	
MHC - MHC Repayment Amount	0	
Total	a	0

Payments

FCAM's Remuneration	0	
FCAM Expenses	(162)	
Residuals	0	
Sales Agent - Sales Fee	(3,996)	
Sales Agent - Market Fee	(43,036)	
MHC - Sales Fee Override	0	
MHC - MHC Repayment Amount	0	
Total	b	(47,194)

Allocation of Collected Gross Receipts

FCAM's Remuneration	533	
FCAM Expenses	2,322	
Residuals	3,303	
Sales Agent - Sales Fee	3,996	
Sales Agent - Market Fee	43,124	
MHC - Sales Fee Override	0	
MHC - MHC Repayment Amount	0	
	c	53,277

Entitlements

Beneficiaries	Payment date	Amount	Total
FCAM's Remuneration	24-Jun-16	532.77	
FCAM Expenses	24-Jun-16	2,160.00	
Residuals	Reserved	3,303.20	
Sales Agent - Sales Fee	-	0.00	
Sales Agent - Market Fee	-	87.44	
MHC - Sales Fee Override	-	0.00	
MHC - MHC Repayment Amount	-	0.00	
Total	a+b+c		6,083.42

**FREEWAY**

Collection Statement **N° 2**

for the period ending August 22, 2016

VINCENT - N-ROXXY

Issued on August 26, 2016
by Eszter Sallai

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Freeway CAM B.V.

Statement of Account

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

CA Bank: **City National**
 CA number: **665468127**

Breakdown of Collected Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	balance
inception	Collection Account balance		0.00	0.00	0.00
19-Dec-14	Falcon Films	Middle East	29,962.00		
26-Feb-15	PT PRIMA CINEMA MULTIMEDIA	Indonesia	2,987.50		
26-Feb-15	United Champ Assets Ltd.	Indonesia	987.50		
15-Jun-15	MNET	South Africa	4,985.00		
23-Jun-15	Korea Screen Inc.	South Korea	5,784.50		
28-Aug-15	Star Entertainment Ltd.	India	1,789.52		
23-Oct-15	Skyline IFE	Vietnam	1,990.00		
2-Nov-15	PADORA	Ex-Yugoslavia	2,811.45		
16-Nov-15	Fox International Channels Inc.	Pan Asia Pay TV	1,000.00		
9-Dec-15	Sales Agent - Sales Fee			(3,995.81)	
	Sales Agent - Market Fee			(43,036.24)	
23-Dec-15	Silverline	Philippines	980.00		
	FCAM Expenses	bank charges		(162.00)	
17-Jun-16	Collection Account balance		53,277.47	(47,194.05)	6,083.42
24-Jun-16	FCAM's Remuneration			(532.77)	
	FCAM Expenses			(1,440.00)	
20-Jul-16	Fox International Channels Inc.	Asia Pay TV	1,000.00		
	FCAM Expenses	bank charges		(54.00)	
22-Aug-16	Movies Inspired SAS	Italy	4,691.86		
22-Aug-16	Collection Account balance		58,969.33	(49,220.82)	9,748.51

	Totals previous	Statement	Total
Collected Gross Receipts ("CGR"):			
Sales Agent's Territory	53,277.47	5,691.86	58,969.33
Domestic Territory (USA)	0.00	0.00	0.00
Total Payments:			
FCAM's Remuneration	0.00	(532.77)	(532.77)
FCAM Expenses	(162.00)	(1,494.00)	(1,656.00)
Residuals	0.00	0.00	0.00
Sales Agent - Sales Fee	(3,995.81)	0.00	(3,995.81)
Sales Agent - Market Fee	(43,036.24)	0.00	(43,036.24)
MHC - Sales Fee Override	0.00	0.00	0.00
MHC - MHC Repayment Amount	0.00	0.00	0.00
Collection Account balance	6,083.42	3,665.09	9,748.51

Freeway CAM B.V.

Schedule 5A

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

A	Sales Agent's Territory		53,277	5,692	58,969
Distribution of Collected Gross Receipts:					
1	<u>FCAM:</u>				
	- FCAM's Remuneration (CGR ≤ USD2,000,000); thereafter	1%	533	57	590
	- FCAM's Remuneration (USD2,000,000 < CGR ≤ USD4,000,000); thereafter	0.75%			
	- FCAM's Remuneration (USD4,000,000 < CGR ≤ USD6,000,000); thereafter	0.5%			
	- FCAM's Remuneration (CGR > USD6,000,000)	0.4%			
	- FCAM Expenses (capped at USD1,500 per annum)		2,322	54	2,376
2	Residuals Set-Aside:	6.2%	3,303	353	3,656
3	<u>Sales Agent:</u>				
	- Sales Fee	7.5%	3,996	427	4,423
4	<u>Sales Agent:</u>				
	- Market Fee (USD75,000)		43,124	4,801	47,925
5	Until MHC has been paid the MHC Repayment Amount (USD1,237,500; plus interest, fees and costs):				
	- <u>MHC:</u>				
	- Sales Fee Override	12.5%			
6	<u>MHC:</u>				
	- MHC Repayment Amount (USD1,237,500; plus interest, fees and costs)				
7	<u>Sales Agent:</u>				
	- Additional Sales Agent's Expenses (if any)				
8	Until MHC has been paid the MHC ROI Recoupment Amount (USD371,250):				
	a. <u>Sales Agent:</u>				
	- Deferred Sales Fee; retroactively	5%			
	b. <u>MHC:</u>				
	- Reduced Sales Fee Override	7.5%			
9	<u>MHC:</u>				
	- MHC ROI Recoupment Amount (USD371,250)				
10	<u>Sales Agent:</u>				
	- Deferred Sales Fee	5%			
11	<u>Houndstooth:</u>				
	- Houndstooth Indebtedness:				
	- Houndstooth A Note Repayment Amount (USD550,000 plus interest)				
	- Houndstooth B Note Repayment Amount (USD400,000 plus interest)				
12	<u>MHC:</u>				
	- Reduced Sales Fee Override	7.5%			
13	<u>Producer:</u>				
	- Producer Expenses (capped at USD75,000)				
14	In payment of the deferments (capped at USD75,000); if any				
15	On a pro rata and pari passu basis:				
	- <u>Equity Investors:</u>				
	- Equity Investment and Equity Premium				
	(i) John & Debra Sherman (USD360,000)	50%			
	(ii) Panacea Capital Advisors, Inc. (USD60,000)	8.33%			
	(iii) S&M Holdings (USD30,000)	4.17%			
	(iv) Stanley Rubenstein (USD30,000)	4.17%			
	(v) Scott & Laura Lowy (USD240,000)	33.33%			
16	The remainder shall be considered as "Net Profits" and shall be allocated and paid as follows:				
	- MHC	10%			
	- Houndstooth	10%			
	- Scott & Laura Lowy	10%			
	- John & Debra Sherman	15%			
	- Panacea Capital Advisors, Inc.	2.5%			
	- S&M Holdings	1.25%			
	- Stanley Rubenstein	1.5%			
	- Gary Michael Schultz	5%			
	- Zoe Kravitz	5%			
	- Emile Hirsch	5%			
	- Scott Mescudi	1.2%			
	- Zoey Deutch	1.5%			
	- Emory Cohen	1.5%			
	- Producer	31%			
Total allocated per Statement date			53,277	5,692	58,969

Freeway CAM B.V.

Schedule 5B

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

B	Domestic Territory	0	0	0
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Distribution of Collected Gross Receipts:

1	<u>FCAM:</u>	
-	FCAM's Remuneration (CGR ≤ USD2,000,000); thereafter	1%
-	FCAM's Remuneration (USD2,000,000 < CGR ≤ USD4,000,000); thereafter	0.75%
-	FCAM's Remuneration (USD4,000,000 < CGR ≤ USD6,000,000); thereafter	0.5%
-	FCAM's Remuneration (CGR > USD6,000,000)	0.4%
-	FCAM Expenses (capped at USD1,500 per annum)	
2	Residuals Set-Aside:	6.2%
3	<u>WME:</u>	
-	WME Commission	7.5%
4	box office bonuses (if any) <i>to the extent that the same are not assumed by the distributor</i>	
5	<u>Ramo Law PC:</u>	
-	Distribution Legal Fee; a higher of	
	(i) USD5,000; or	
	(ii) 2.5% of Domestic CGR	2.5%
6	<u>MHC:</u>	
-	MHC ROI Recoupment Amount (USD371,250)	
7	<u>Houndstooth:</u>	
-	Houndstooth Indebtedness:	
-	Houndstooth A Note Repayment Amount (USD550,000 plus interest)	
-	Houndstooth B Note Repayment Amount (USD400,000 plus interest)	
8	<u>Producer:</u>	
-	Producer Expenses (capped at USD75,000)	
9	In payment of the deferments (capped at USD75,000); if any	
10	On a pro rata and pari passu basis:	
-	<u>Equity Investors:</u>	
-	Equity Investment and Equity Premium	
	(i) John & Debra Sherman (USD360,000)	50%
	(ii) Panacea Capital Advisors, Inc. (USD60,000)	8.33%
	(iii) S&M Holdings (USD30,000)	4.17%
	(iv) Stanley Rubenstein (USD30,000)	4.17%
	(v) Scott & Laura Lowy (USD240,000)	33.33%
11	The remainder shall be considered as "Net Profits" and shall be allocated and paid as follows:	
-	MHC	10%
-	Houndstooth	10%
-	Scott & Laura Lowy	10%
-	John & Debra Sherman	15%
-	Panacea Capital Advisors, Inc.	2.5%
-	S&M Holdings	1.25%
-	Stanley Rubenstein	1.5%
-	Gary Michael Schultz	5%
-	Zoe Kravitz	5%
-	Emile Hirsch	5%
-	Scott Mescudi	1.2%
-	Zoey Deutch	1.5%
-	Emory Cohen	1.5%
-	Producer	31%

Total allocated per Statement date	0	0	0
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Freeway CAM B.V.

Entitlement Summary

Film: **VINCENT - N-ROXXY**Acc. Currency : **USD**Accounting Period: **for the period ending August 22, 2016**

CA Bank:

City National Bank

Account manager:

Eszter Sallai

CA number:

665468127**Allocation previous Collection Account balance**

		Totals
FCAM's Remuneration	533	
FCAM Expenses	2,160	
Residuals	3,303	
Sales Agent - Sales Fee	0	
Sales Agent - Market Fee	87	
MHC - Sales Fee Override	0	
MHC - MHC Repayment Amount	0	
Total	a	6,083

Payments

FCAM's Remuneration	(533)	
FCAM Expenses	(1,494)	
Residuals	0	
Sales Agent - Sales Fee	0	
Sales Agent - Market Fee	0	
MHC - Sales Fee Override	0	
MHC - MHC Repayment Amount	0	
Total	b	(2,027)

Allocation of Collected Gross Receipts

FCAM's Remuneration	57	
FCAM Expenses	54	
Residuals	353	
Sales Agent - Sales Fee	427	
Sales Agent - Market Fee	4,801	
MHC - Sales Fee Override	0	
MHC - MHC Repayment Amount	0	
	c	5,692

Entitlements

Beneficiaries	Payment date	Amount	Total
FCAM's Remuneration	-	56.92	
FCAM Expenses	-	720.00	
Residuals	Reserved	3,656.10	
Sales Agent - Sales Fee	30-Aug-16	426.89	
Sales Agent - Market Fee	30-Aug-16	4,888.60	
MHC - Sales Fee Override	-	0.00	
MHC - MHC Repayment Amount	-	0.00	
Total	a+b+c		9,748.51

**FREEWAY**

Collection Statement N° 3

for the period ending October 31, 2016

VINCENT - N-ROXXY

Issued on November 22, 2016
by Eszter Sallai

This Statement and more information about your Film is made available to you online.
Request your personal login details to start benefitting from Freeway Reporting Site.

Freeway CAM B.V.

Statement of Account

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

CA Bank: **City National**
 CA number: **665468127**

Breakdown of Collected Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	balance
inception	Collection Account balance		0.00	0.00	0.00
19-Dec-14	Falcon Films	Middle East	29,962.00		
26-Feb-15	PT PRIMA CINEMA MULTIMEDIA	Indonesia	2,987.50		
26-Feb-15	United Champ Assets Ltd.	Indonesia	987.50		
15-Jun-15	MNET	South Africa	4,985.00		
23-Jun-15	Korea Screen Inc.	South Korea	5,784.50		
28-Aug-15	Star Entertainment Ltd.	India	1,789.52		
23-Oct-15	Skyline IFE	Vietnam	1,990.00		
2-Nov-15	PADORA	Ex-Yugoslavia	2,811.45		
16-Nov-15	Fox International Channels Inc.	Pan Asia Pay TV	1,000.00		
9-Dec-15	Sales Agent - Sales Fee			(3,995.81)	
	Sales Agent - Market Fee			(43,036.24)	
23-Dec-15	Silverline	Philippines	980.00		
	FCAM Expenses	bank charges		(162.00)	
17-Jun-16	Collection Account balance		53,277.47	(47,194.05)	6,083.42
24-Jun-16	FCAM's Remuneration			(532.77)	
	FCAM Expenses			(1,440.00)	
20-Jul-16	Fox International Channels Inc.	Asia Pay TV	1,000.00		
	FCAM Expenses	bank charges		(54.00)	
22-Aug-16	Movies Inspired SAS	Italy	4,691.86		
22-Aug-16	Collection Account balance		58,969.33	(49,220.82)	9,748.51
30-Aug-16	Sales Agent - Sales Fee			(426.89)	
	Sales Agent - Market Fee			(4,888.60)	
31-Aug-16	Residuals			(1,814.58)	
14-Sep-16	Residuals			(151.64)	
	FCAM Expenses	bank charges		(54.00)	
12-Oct-16	CDC International, SARL	Latin America	19,980.00		
19-Oct-16	Mongrel Media	Canada	4,500.00		
31-Oct-16	Collection Account balance		83,449.33	(56,556.53)	26,892.80

	Totals previous	Statement	Total
Collected Gross Receipts ("CGR"):			
Sales Agent's Territory	58,969.33	24,480.00	83,449.33
Domestic Territory (USA)	0.00	0.00	0.00
Total Payments:			
FCAM's Remuneration	(532.77)	0.00	(532.77)
FCAM Expenses	(1,656.00)	(54.00)	(1,710.00)
Residuals	0.00	(1,966.22)	(1,966.22)
Sales Agent - Sales Fee	(3,995.81)	(426.89)	(4,422.70)
Sales Agent - Market Fee	(43,036.24)	(4,888.60)	(47,924.84)
MHC - Sales Fee Override	0.00	0.00	0.00
MHC - MHC Repayment Amount	0.00	0.00	0.00
Collection Account balance	9,748.51	17,144.29	26,892.80

Freeway CAM B.V.

Schedule 5A

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

A	Sales Agent's Territory		58,969	24,480	83,449
Distribution of Collected Gross Receipts:					
1	<u>FCAM:</u>				
	- FCAM's Remuneration (CGR ≤ USD2,000,000); thereafter	1%	590	245	834
	- FCAM's Remuneration (USD2,000,000 < CGR ≤ USD4,000,000); thereafter	0.75%			
	- FCAM's Remuneration (USD4,000,000 < CGR ≤ USD6,000,000); thereafter	0.5%			
	- FCAM's Remuneration (CGR > USD6,000,000)	0.4%			
	- FCAM Expenses (capped at USD1,500 per annum)		2,376	54	2,430
2	Residuals Set-Aside:	6.2%	3,656	1,518	5,174
3	<u>Sales Agent:</u>				
	- Sales Fee	7.5%	4,423	1,836	6,259
4	<u>Sales Agent:</u>				
	- Market Fee (USD75,000)		47,925	20,827	68,752
5	Until MHC has been paid the MHC Repayment Amount (USD1,237,500; plus interest, fees and costs):				
	- <u>MHC:</u>				
	- Sales Fee Override	12.5%			
6	<u>MHC:</u>				
	- MHC Repayment Amount (USD1,237,500; plus interest, fees and costs)				
7	<u>Sales Agent:</u>				
	- Additional Sales Agent's Expenses (if any)				
8	Until MHC has been paid the MHC ROI Recoupment Amount (USD371,250):				
	a. <u>Sales Agent:</u>				
	- Deferred Sales Fee; retroactively	5%			
	b. <u>MHC:</u>				
	- Reduced Sales Fee Override	7.5%			
9	<u>MHC:</u>				
	- MHC ROI Recoupment Amount (USD371,250)				
10	<u>Sales Agent:</u>				
	- Deferred Sales Fee	5%			
11	<u>Houndstooth:</u>				
	- Houndstooth Indebtedness:				
	- Houndstooth A Note Repayment Amount (USD550,000 plus interest)				
	- Houndstooth B Note Repayment Amount (USD400,000 plus interest)				
12	<u>MHC:</u>				
	- Reduced Sales Fee Override	7.5%			
13	<u>Producer:</u>				
	- Producer Expenses (capped at USD75,000)				
14	In payment of the deferments (capped at USD75,000); if any				
15	On a pro rata and pari passu basis:				
	- <u>Equity Investors:</u>				
	- Equity Investment and Equity Premium				
	(i) John & Debra Sherman (USD360,000)	50%			
	(ii) Panacea Capital Advisors, Inc. (USD60,000)	8.33%			
	(iii) S&M Holdings (USD30,000)	4.17%			
	(iv) Stanley Rubenstein (USD30,000)	4.17%			
	(v) Scott & Laura Lowy (USD240,000)	33.33%			
16	The remainder shall be considered as "Net Profits" and shall be allocated and paid as follows:				
	- MHC	10%			
	- Houndstooth	10%			
	- Scott & Laura Lowy	10%			
	- John & Debra Sherman	15%			
	- Panacea Capital Advisors, Inc.	2.5%			
	- S&M Holdings	1.25%			
	- Stanley Rubenstein	1.5%			
	- Gary Michael Schultz	5%			
	- Zoe Kravitz	5%			
	- Emile Hirsch	5%			
	- Scott Mescudi	1.2%			
	- Zoey Deutch	1.5%			
	- Emory Cohen	1.5%			
	- Producer	31%			
Total allocated per Statement date			58,969	24,480	83,449

Freeway CAM B.V.

Schedule 5B

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

B	Domestic Territory	0	0	0
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Distribution of Collected Gross Receipts:

1	<u>FCAM:</u>	
-	FCAM's Remuneration (CGR ≤ USD2,000,000); thereafter	1%
-	FCAM's Remuneration (USD2,000,000 < CGR ≤ USD4,000,000); thereafter	0.75%
-	FCAM's Remuneration (USD4,000,000 < CGR ≤ USD6,000,000); thereafter	0.5%
-	FCAM's Remuneration (CGR > USD6,000,000)	0.4%
-	FCAM Expenses (capped at USD1,500 per annum)	
2	Residuals Set-Aside:	6.2%
3	<u>WME:</u>	
-	WME Commission	7.5%
4	box office bonuses (if any) <i>to the extent that the same are not assumed by the distributor</i>	
5	<u>Ramo Law PC:</u>	
-	Distribution Legal Fee; a higher of	
	(i) USD5,000; or	
	(ii) 2.5% of Domestic CGR	2.5%
6	<u>MHC:</u>	
-	MHC ROI Recoupment Amount (USD371,250)	
7	<u>Houndstooth:</u>	
-	Houndstooth Indebtedness:	
-	Houndstooth A Note Repayment Amount (USD550,000 plus interest)	
-	Houndstooth B Note Repayment Amount (USD400,000 plus interest)	
8	<u>Producer:</u>	
-	Producer Expenses (capped at USD75,000)	
9	In payment of the deferments (capped at USD75,000); if any	
10	On a pro rata and pari passu basis:	
-	<u>Equity Investors:</u>	
-	Equity Investment and Equity Premium	
	(i) John & Debra Sherman (USD360,000)	50%
	(ii) Panacea Capital Advisors, Inc. (USD60,000)	8.33%
	(iii) S&M Holdings (USD30,000)	4.17%
	(iv) Stanley Rubenstein (USD30,000)	4.17%
	(v) Scott & Laura Lowy (USD240,000)	33.33%
11	The remainder shall be considered as "Net Profits" and shall be allocated and paid as follows:	
-	MHC	10%
-	Houndstooth	10%
-	Scott & Laura Lowy	10%
-	John & Debra Sherman	15%
-	Panacea Capital Advisors, Inc.	2.5%
-	S&M Holdings	1.25%
-	Stanley Rubenstein	1.5%
-	Gary Michael Schultz	5%
-	Zoe Kravitz	5%
-	Emile Hirsch	5%
-	Scott Mescudi	1.2%
-	Zoey Deutch	1.5%
-	Emory Cohen	1.5%
-	Producer	31%

Total allocated per Statement date	0	0	0
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Freeway CAM B.V.

Entitlement Summary

Film: **VINCENT - N-ROXXY**
 Acc. Currency : **USD**
 Accounting Period: **for the period ending October 31, 2016**

CA Bank: **City National Bank**
 Account manager: **Eszter Sallai**
 CA number: **665468127**

Allocation previous Collection Account balance

		Totals
FCAM's Remuneration	57	
FCAM Expenses	720	
Residuals	3,656	
Sales Agent - Sales Fee	427	
Sales Agent - Market Fee	4,889	
MHC - Sales Fee Override	0	
MHC - MHC Repayment Amount	0	
Total	a	9,749

Payments

FCAM's Remuneration	0	
FCAM Expenses	(54)	
Residuals	(1,966)	
Sales Agent - Sales Fee	(427)	
Sales Agent - Market Fee	(4,889)	
MHC - Sales Fee Override	0	
MHC - MHC Repayment Amount	0	
Total	b	(7,336)

Allocation of Collected Gross Receipts

FCAM's Remuneration	245	
FCAM Expenses	54	
Residuals	1,518	
Sales Agent - Sales Fee	1,836	
Sales Agent - Market Fee	20,827	
MHC - Sales Fee Override	0	
MHC - MHC Repayment Amount	0	
	c	24,480

Entitlements

Beneficiaries	Payment date	Amount	Total
FCAM's Remuneration	24-Nov-16	301.72	
FCAM Expenses	-	720.00	
Residuals	Reserved	3,207.64	
Sales Agent - Sales Fee	24-Nov-16	1,836.00	
Sales Agent - Market Fee	24-Nov-16	20,827.44	
MHC - Sales Fee Override	-	0.00	
MHC - MHC Repayment Amount	-	0.00	
Total	a+b+c		26,892.80

**FREEWAY**

Collection Statement N° 4

for the period ending December 16, 2016

VINCENT - N-ROXXY

Issued on December 20, 2016
by Eszter Sallai

This Statement and more information about your Film is made available to you online.
Request your personal login details to start benefitting from Freeway Reporting Site.

Freeway CAM B.V.

Statement of Account

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

CA Bank: **City National**
 CA number: **665468127**

Breakdown of Collected Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	balance
31-Oct-16	Collection Account balance		83,449.33	(56,556.53)	26,892.80
24-Nov-16	FCAM's Remuneration			(301.72)	
	Sales Agent - Sales Fee			(1,836.00)	
	Sales Agent - Market Fee			(20,827.44)	
29-Nov-16	Rialto Distribution	Australia	4,750.00		
6-Dec-16	Kino Swiat	Poland	1,833.69		
16-Dec-16	De Heer	Benelux	2,000.00		
16-Dec-16	Collection Account balance		92,033.02	(79,521.69)	12,511.33

	Totals previous	Statement	Total
Collected Gross Receipts ("CGR"):			
Sales Agent's Territory	83,449.33	8,583.69	92,033.02
Domestic Territory (USA)	0.00	0.00	0.00
Total Payments:			
FCAM's Remuneration	(532.77)	(301.72)	(834.49)
FCAM Expenses	(1,710.00)	0.00	(1,710.00)
Residuals	(1,966.22)	0.00	(1,966.22)
Sales Agent - Sales Fee	(4,422.70)	(1,836.00)	(6,258.70)
Sales Agent - Market Fee	(47,924.84)	(20,827.44)	(68,752.28)
MHC - Sales Fee Override	0.00	0.00	0.00
MHC - MHC Repayment Amount	0.00	0.00	0.00
Collection Account balance	26,892.80	(14,381.47)	12,511.33

Freeway CAM B.V.

Schedule 5A

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

A	Sales Agent's Territory		83,449	8,584	92,033
Distribution of Collected Gross Receipts:					
1	<u>FCAM:</u>				
	- FCAM's Remuneration (CGR ≤ USD2,000,000); thereafter	1%	834	86	920
	- FCAM's Remuneration (USD2,000,000 < CGR ≤ USD4,000,000); thereafter	0.75%			
	- FCAM's Remuneration (USD4,000,000 < CGR ≤ USD6,000,000); thereafter	0.5%			
	- FCAM's Remuneration (CGR > USD6,000,000)	0.4%			
	- FCAM Expenses (capped at USD1,500 per annum)		2,430	0	2,430
2	Residuals Set-Aside:	6.2%	5,174	532	5,706
3	<u>Sales Agent:</u>				
	- Sales Fee	7.5%	6,259	644	6,902
4	<u>Sales Agent:</u>				
	- Market Fee (USD75,000)		68,752	6,248	75,000
5	Until MHC has been paid the MHC Repayment Amount (USD1,237,500; plus interest, fees and costs):				
	- <u>MHC:</u>				
	- Sales Fee Override	12.5%	0	11,504	11,504
	- deferred due to insufficient funds		0	(10,430)	(10,430)
6	<u>MHC:</u>				
	- MHC Repayment Amount (USD1,237,500; plus interest, fees and costs)				
7	<u>Sales Agent:</u>				
	- Additional Sales Agent's Expenses (if any)				
8	Until MHC has been paid the MHC ROI Recoupment Amount (USD371,250):				
	a. <u>Sales Agent:</u>				
	- Deferred Sales Fee; retroactively	5%			
	b. <u>MHC:</u>				
	- Reduced Sales Fee Override	7.5%			
9	<u>MHC:</u>				
	- MHC ROI Recoupment Amount (USD371,250)				
10	<u>Sales Agent:</u>				
	- Deferred Sales Fee	5%			
11	<u>Houndstooth:</u>				
	- Houndstooth Indebtedness:				
	- Houndstooth A Note Repayment Amount (USD550,000 plus interest)				
	- Houndstooth B Note Repayment Amount (USD400,000 plus interest)				
12	<u>MHC:</u>				
	- Reduced Sales Fee Override	7.5%			
13	<u>Producer:</u>				
	- Producer Expenses (capped at USD75,000)				
14	In payment of the deferments (capped at USD75,000); if any				
15	On a pro rata and pari passu basis:				
	- <u>Equity Investors:</u>				
	- Equity Investment and Equity Premium				
	(i) John & Debra Sherman (USD360,000)	50%			
	(ii) Panacea Capital Advisors, Inc. (USD60,000)	8.33%			
	(iii) S&M Holdings (USD30,000)	4.17%			
	(iv) Stanley Rubenstein (USD30,000)	4.17%			
	(v) Scott & Laura Lowy (USD240,000)	33.33%			
16	The remainder shall be considered as "Net Profits" and shall be allocated and paid as follows:				
	- MHC	10%			
	- Houndstooth	10%			
	- Scott & Laura Lowy	10%			
	- John & Debra Sherman	15%			
	- Panacea Capital Advisors, Inc.	2.5%			
	- S&M Holdings	1.25%			
	- Stanley Rubenstein	1.5%			
	- Gary Michael Schultz	5%			
	- Zoe Kravitz	5%			
	- Emile Hirsch	5%			
	- Scott Mescudi	1.2%			
	- Zoey Deutch	1.5%			
	- Emory Cohen	1.5%			
	- Producer	31%			
Total allocated per Statement date			83,449	8,584	92,033

Freeway CAM B.V.

Schedule 5B

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

B	Domestic Territory	0	0	0
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Distribution of Collected Gross Receipts:

1	<u>FCAM:</u>	
-	FCAM's Remuneration (CGR ≤ USD2,000,000); thereafter	1%
-	FCAM's Remuneration (USD2,000,000 < CGR ≤ USD4,000,000); thereafter	0.75%
-	FCAM's Remuneration (USD4,000,000 < CGR ≤ USD6,000,000); thereafter	0.5%
-	FCAM's Remuneration (CGR > USD6,000,000)	0.4%
-	FCAM Expenses (capped at USD1,500 per annum)	
2	Residuals Set-Aside:	6.2%
3	<u>WME:</u>	
-	WME Commission	7.5%
4	box office bonuses (if any) <i>to the extent that the same are not assumed by the distributor</i>	
5	<u>Ramo Law PC:</u>	
-	Distribution Legal Fee; a higher of	
	(i) USD5,000; or	
	(ii) 2.5% of Domestic CGR	2.5%
6	<u>MHC:</u>	
-	MHC ROI Recoupment Amount (USD371,250)	
7	<u>Houndstooth:</u>	
-	Houndstooth Indebtedness:	
-	Houndstooth A Note Repayment Amount (USD550,000 plus interest)	
-	Houndstooth B Note Repayment Amount (USD400,000 plus interest)	
8	<u>Producer:</u>	
-	Producer Expenses (capped at USD75,000)	
9	In payment of the deferments (capped at USD75,000); if any	
10	On a pro rata and pari passu basis:	
-	<u>Equity Investors:</u>	
-	Equity Investment and Equity Premium	
	(i) John & Debra Sherman (USD360,000)	50%
	(ii) Panacea Capital Advisors, Inc. (USD60,000)	8.33%
	(iii) S&M Holdings (USD30,000)	4.17%
	(iv) Stanley Rubenstein (USD30,000)	4.17%
	(v) Scott & Laura Lowy (USD240,000)	33.33%
11	The remainder shall be considered as "Net Profits" and shall be allocated and paid as follows:	
-	MHC	10%
-	Houndstooth	10%
-	Scott & Laura Lowy	10%
-	John & Debra Sherman	15%
-	Panacea Capital Advisors, Inc.	2.5%
-	S&M Holdings	1.25%
-	Stanley Rubenstein	1.5%
-	Gary Michael Schultz	5%
-	Zoe Kravitz	5%
-	Emile Hirsch	5%
-	Scott Mescudi	1.2%
-	Zoey Deutch	1.5%
-	Emory Cohen	1.5%
-	Producer	31%

Total allocated per Statement date	0	0	0
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Freeway CAM B.V.

Entitlement Summary

Film: **VINCENT - N-ROXXY**
 Acc. Currency : **USD**
 Accounting Period: **for the period ending December 16, 2016**

CA Bank: **City National Bank**
 Account manager: **Eszter Sallai**
 CA number: **665468127**

Allocation previous Collection Account balance**Totals**

FCAM's Remuneration	302	
FCAM Expenses	720	
Residuals	3,208	
Sales Agent - Sales Fee	1,836	
Sales Agent - Market Fee	20,827	
MHC - Sales Fee Override	0	
MHC - MHC Repayment Amount	0	
Total	a	26,893

Payments

FCAM's Remuneration	(302)	
FCAM Expenses	0	
Residuals	0	
Sales Agent - Sales Fee	(1,836)	
Sales Agent - Market Fee	(20,827)	
MHC - Sales Fee Override	0	
MHC - MHC Repayment Amount	0	
Total	b	(22,965)

Allocation of Collected Gross Receipts

FCAM's Remuneration	86	
FCAM Expenses	0	
Residuals	532	
Sales Agent - Sales Fee	644	
Sales Agent - Market Fee	6,248	
MHC - Sales Fee Override	1,074	
MHC - MHC Repayment Amount	0	
	c	8,584

Entitlements

Beneficiaries	Payment date	Amount	Total
FCAM's Remuneration	-	85.84	
FCAM Expenses	-	720.00	
Residuals	Reserved	3,739.83	
Sales Agent - Sales Fee	22-Dec-16	643.78	
Sales Agent - Market Fee	22-Dec-16	6,247.72	
MHC - Sales Fee Override	22-Dec-16	1,074.17	
MHC - MHC Repayment Amount	-	0.00	
Total	a+b+c		12,511.33

**FREEWAY**

Collection Statement **N° 5**

for the period ending March 2, 2017

VINCENT - N-ROXXY

Issued on March 3, 2017
by Eszter Sallai

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Freeway CAM B.V.

Statement of Account

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

CA Bank: **City National**
 CA number: **665468127**

Breakdown of Collected Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	balance
31-Oct-16	Collection Account balance		83,449.33	(56,556.53)	26,892.80
24-Nov-16	FCAM's Remuneration			(301.72)	
	Sales Agent - Sales Fee			(1,836.00)	
	Sales Agent - Market Fee			(20,827.44)	
29-Nov-16	Rialto Distribution	Australia	4,750.00		
6-Dec-16	Kino Swiat	Poland	1,833.69		
16-Dec-16	De Heer	Benelux	2,000.00		
16-Dec-16	Collection Account balance		92,033.02	(79,521.69)	12,511.33
21-Dec-16	SAG-AFTRA			(910.34)	
	IATSE			(174.67)	
22-Dec-16	Sales Agent - Sales Fee			(643.78)	
	Sales Agent - Market Fee			(6,247.72)	
26-Jan-17	SAG-AFTRA			(219.76)	
11-Jan-17	Creative Films	Taiwan	3,000.00		
2-Feb-17	Klockworx	Japan	5,852.30		
15-Feb-17	Kino Swiat Sp. Z.o.o.	Poland	7,525.81		
2-Mar-17	Mongrel Media	Canada	31,500.00		
2-Mar-17	De Heer	Benelux	8,000.00		
02-Mar-17	Collection Account balance		147,911.13	(87,717.96)	60,193.17

	Totals previous	Statement	Total
Collected Gross Receipts ("CGR"):			
Sales Agent's Territory	92,033.02	55,878.11	147,911.13
Domestic Territory (USA)	0.00	0.00	0.00
Total Payments:			
FCAM's Remuneration	(834.49)	0.00	(834.49)
FCAM Expenses	(1,710.00)	0.00	(1,710.00)
SAG-AFTRA	(1,966.22)	(1,130.10)	(3,096.32)
IATSE	0.00	(174.67)	(174.67)
Sales Agent - Sales Fee	(6,258.70)	(643.78)	(6,902.48)
Sales Agent - Market Fee	(68,752.28)	(6,247.72)	(75,000.00)
MHC - Sales Fee Override	0.00	0.00	0.00
MHC - MHC Repayment Amount	0.00	0.00	0.00
Sales Agent - Additional Sales Agent's Expenses	0.00	0.00	0.00
Collection Account balance	12,511.33	47,681.84	60,193.17

Freeway CAM B.V.

Schedule 5A

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

A	Sales Agent's Territory	92,033	55,878	147,911	
Distribution of Collected Gross Receipts:					
1	FCAM:				
	- FCAM's Remuneration (CGR ≤ USD2,000,000); thereafter	1%	920	559	1,479
	- FCAM's Remuneration (USD2,000,000 < CGR ≤ USD4,000,000); thereafter	0.75%			
	- FCAM's Remuneration (USD4,000,000 < CGR ≤ USD6,000,000); thereafter	0.5%			
	- FCAM's Remuneration (CGR > USD6,000,000)	0.4%			
	- FCAM Expenses (capped at USD1,500 per annum)		2,430	720	3,150
2	Residuals Set-Aside:				
	- SAG-AFTRA	6.2%	5,706	3,464	9,170
	- IATSE *)		0	175	175
3	Sales Agent:				
	- Sales Fee	7.5%	6,902	4,191	11,093
4	Sales Agent:				
	- Market Fee (USD75,000)		75,000	0	75,000
5	Until MHC has been paid the MHC Repayment Amount (USD1,237,500; plus interest, fees and costs):				
	- MHC:				
	- Sales Fee Override	12.5%	11,504	6,985	18,489
	- deferred due to insufficient funds		(10,430)	10,430	0
6	MHC:				
	- MHC Repayment Amount (USD1,237,500; plus interest, fees and costs)		0	29,355	29,355
7	Sales Agent:				
	- Additional Sales Agent's Expenses (if any)		0	5,000	5,000
	- deferred		0	(5,000)	(5,000)
8	Until MHC has been paid the MHC ROI Recoupment Amount (USD371,250):				
	a. Sales Agent:				
	- Deferred Sales Fee; retroactively	5%			
	b. MHC:				
	- Reduced Sales Fee Override	7.5%			
9	MHC:				
	- MHC ROI Recoupment Amount (USD371,250)				
10	Sales Agent:				
	- Deferred Sales Fee	5%			
11	Houndstooth:				
	- Houndstooth Indebtedness:				
	- Houndstooth A Note Repayment Amount (USD550,000 plus interest)				
	- Houndstooth B Note Repayment Amount (USD400,000 plus interest)				
12	MHC:				
	- Reduced Sales Fee Override	7.5%			
13	Producer:				
	- Producer Expenses (capped at USD75,000)				
14	In payment of the deferments (capped at USD75,000); if any				
15	On a pro rata and pari passu basis:				
	- Equity Investors:				
	- Equity Investment and Equity Premium				
	(i) John & Debra Sherman (USD360,000)	50%			
	(ii) Panacea Capital Advisors, Inc. (USD60,000)	8.33%			
	(iii) S&M Holdings (USD30,000)	4.17%			
	(iv) Stanley Rubenstein (USD30,000)	4.17%			
	(v) Scott & Laura Lowy (USD240,000)	33.33%			
16	The remainder shall be considered as "Net Profits" and shall be allocated and paid as follows:				
	- MHC	10%			
	- Houndstooth	10%			
	- Scott & Laura Lowy	10%			
	- John & Debra Sherman	15%			
	- Panacea Capital Advisors, Inc.	2.5%			
	- S&M Holdings	1.25%			
	- Stanley Rubenstein	1.5%			
	- Gary Michael Schultz	5%			
	- Zoe Kravitz	5%			
	- Emile Hirsch	5%			
	- Scott Mescudi	1.2%			
	- Zoey Deutch	1.5%			
	- Emory Cohen	1.5%			
	- Producer	31%			
Total allocated per Statement date			92,033	55,878	147,911

*) line item not provided for in the CAMA

Freeway CAM B.V.

Schedule 5B

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

B	Domestic Territory	0	0	0
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Distribution of Collected Gross Receipts:

1	<u>FCAM:</u>	
-	FCAM's Remuneration (CGR ≤ USD2,000,000); thereafter	1%
-	FCAM's Remuneration (USD2,000,000 < CGR ≤ USD4,000,000); thereafter	0.75%
-	FCAM's Remuneration (USD4,000,000 < CGR ≤ USD6,000,000); thereafter	0.5%
-	FCAM's Remuneration (CGR > USD6,000,000)	0.4%
-	FCAM Expenses (capped at USD1,500 per annum)	
2	Residuals Set-Aside:	6.2%
3	<u>WME:</u>	
-	WME Commission	7.5%
4	box office bonuses (if any) <i>to the extent that the same are not assumed by the distributor</i>	
5	<u>Ramo Law PC:</u>	
-	Distribution Legal Fee; a higher of	
	(i) USD5,000; or	
	(ii) 2.5% of Domestic CGR	2.5%
6	<u>MHC:</u>	
-	MHC ROI Recoupment Amount (USD371,250)	
7	<u>Houndstooth:</u>	
-	Houndstooth Indebtedness:	
-	Houndstooth A Note Repayment Amount (USD550,000 plus interest)	
-	Houndstooth B Note Repayment Amount (USD400,000 plus interest)	
8	<u>Producer:</u>	
-	Producer Expenses (capped at USD75,000)	
9	In payment of the deferments (capped at USD75,000); if any	
10	On a pro rata and pari passu basis:	
-	<u>Equity Investors:</u>	
-	Equity Investment and Equity Premium	
	(i) John & Debra Sherman (USD360,000)	50%
	(ii) Panacea Capital Advisors, Inc. (USD60,000)	8.33%
	(iii) S&M Holdings (USD30,000)	4.17%
	(iv) Stanley Rubenstein (USD30,000)	4.17%
	(v) Scott & Laura Lowy (USD240,000)	33.33%
11	The remainder shall be considered as "Net Profits" and shall be allocated and paid as follows:	
-	MHC	10%
-	Houndstooth	10%
-	Scott & Laura Lowy	10%
-	John & Debra Sherman	15%
-	Panacea Capital Advisors, Inc.	2.5%
-	S&M Holdings	1.25%
-	Stanley Rubenstein	1.5%
-	Gary Michael Schultz	5%
-	Zoe Kravitz	5%
-	Emile Hirsch	5%
-	Scott Mescudi	1.2%
-	Zoey Deutch	1.5%
-	Emory Cohen	1.5%
-	Producer	31%

Total allocated per Statement date	0	0	0
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Freeway CAM B.V.

Entitlement Summary

Film:	VINCENT - N-ROXXY	CA Bank:	City National Bank
Acc. Currency :	USD	Account manager:	Eszter Sallai
Accounting Period:	for the period ending March 2, 2017	CA number:	665468127

<u>Allocation previous Collection Account balance</u>		Totals
FCAM's Remuneration	86	
FCAM Expenses	720	
SAG-AFTRA	3,740	
IATSE	0	
Sales Agent - Sales Fee	644	
Sales Agent - Market Fee	6,248	
MHC - Sales Fee Override	1,074	
MHC - MHC Repayment Amount	0	
Sales Agent - Additional Sales Agent's Expenses	0	
Total	a	12,511

<u>Payments</u>		
FCAM's Remuneration	0	
FCAM Expenses	0	
SAG-AFTRA	(1,130)	
IATSE	(175)	
Sales Agent - Sales Fee	(644)	
Sales Agent - Market Fee	(6,248)	
MHC - Sales Fee Override	0	
MHC - MHC Repayment Amount	0	
Sales Agent - Additional Sales Agent's Expenses	0	
Total	b	(8,196)

<u>Allocation of Collected Gross Receipts</u>		
FCAM's Remuneration	559	
FCAM Expenses	720	
SAG-AFTRA	3,464	
IATSE	175	
Sales Agent - Sales Fee	4,191	
Sales Agent - Market Fee	0	
MHC - Sales Fee Override	17,415	
MHC - MHC Repayment Amount	29,355	
Sales Agent - Additional Sales Agent's Expenses	0	
	c	55,878

Entitlements

Beneficiaries	Payment date	Amount	Total
FCAM's Remuneration	07-Mar-17	644.62	
FCAM Expenses	07-Mar-17	1,440.00	
SAG-AFTRA	Reserved	6,074.17	
IATSE	-	0.00	
Sales Agent - Sales Fee	07-Mar-17	4,190.85	
Sales Agent - Market Fee	-	0.00	
MHC - Sales Fee Override	07-Mar-17	18,488.89	
MHC - MHC Repayment Amount	07-Mar-17	29,354.63	
Sales Agent - Additional Sales Agent's Expenses	-	0.00	
Total	a+b+c		60,193.17

**FREEWAY**

Collection Statement **N° 6**

for the period ending April 6, 2017

VINCENT - N-ROXXY

Issued on April 7, 2017
by Eszter Sallai

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Freeway CAM B.V.

Statement of Account

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

CA Bank: **City National**
 CA number: **665468127**

Breakdown of Collected Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	balance
02-Mar-17	Collection Account balance		147,911.13	(87,717.96)	60,193.17
07-Mar-17	FCAM's Remuneration			(644.62)	
	FCAM Expenses			(715.38)	
	Sales Agent - Sales Fee			(4,190.85)	
8-Mar-17	SAG-AFTRA			(1,554.30)	
3-Mar-17	Silverline	Philippines	3,982.00		
8-Mar-17	CDC International, SARL	Latin America	59,980.00		
8-Mar-17	Creative Films	Taiwan	12,000.00		
13-Mar-17	Klockworx	Japan	23,542.80		
13-Mar-17	CDC International, SARL	Latin America	19,980.00		
16-Mar-17	MNET	South Africa	19,970.00		
27-Mar-17	United Champs Assets Ltd.	Indonesia	4,000.00		
27-Mar-17	PT PRIMA CINEMA MULTIMEDIA	Indonesia	11,975.00		
3-Apr-17	Falcon Films	Middle East	34,965.00		
6-Apr-17	Falcon Films	Middle East	84,950.00		
06-Apr-17	Collection Account balance		423,255.93	(94,823.11)	328,432.82

	Totals previous	Statement	Total
Collected Gross Receipts ("CGR"):			
Sales Agent's Territory	147,911.13	275,344.80	423,255.93
Domestic Territory (USA)	0.00	0.00	0.00
Total Payments:			
FCAM's Remuneration	(834.49)	(644.62)	(1,479.11)
FCAM Expenses	(1,710.00)	(715.38)	(2,425.38)
SAG-AFTRA	(3,096.32)	(1,554.30)	(4,650.62)
IATSE	(174.67)	0.00	(174.67)
Sales Agent - Sales Fee	(6,902.48)	(4,190.85)	(11,093.33)
Sales Agent - Market Fee	(75,000.00)	0.00	(75,000.00)
MHC - Sales Fee Override	0.00	0.00	0.00
MHC - MHC Repayment Amount	0.00	0.00	0.00
Sales Agent - Additional Sales Agent's Expenses	0.00	0.00	0.00
Collection Account balance	60,193.17	268,239.65	328,432.82

Freeway CAM B.V.

Schedule 5A

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

A	Sales Agent's Territory		147,911	275,345	423,256
Distribution of Collected Gross Receipts:					
1	FCAM:				
	- FCAM's Remuneration (CGR ≤ USD2,000,000); thereafter	1%	1,479	2,753	4,233
	- FCAM's Remuneration (USD2,000,000 < CGR ≤ USD4,000,000); thereafter	0.75%			
	- FCAM's Remuneration (USD4,000,000 < CGR ≤ USD6,000,000); thereafter	0.5%			
	- FCAM's Remuneration (CGR > USD6,000,000)	0.4%			
	- FCAM Expenses (capped at USD1,500 per annum)		3,150	0	3,150
2	Residuals Set-Aside:				
	- SAG-AFTRA	6.2%	9,170	17,071	26,242
	- IATSE *)		175	0	175
3	Sales Agent:				
	- Sales Fee	7.5%	11,093	20,651	31,744
4	Sales Agent:				
	- Market Fee (USD75,000)		75,000	0	75,000
5	Until MHC has been paid the MHC Repayment Amount (USD1,237,500; plus interest, fees and costs):				
	- MHC:				
	- Sales Fee Override	12.5%	18,489	34,418	52,907
	- deferred due to insufficient funds		0	0	0
6	MHC:				
	- MHC Repayment Amount (USD1,237,500; plus interest, fees and costs)		29,355	200,451	229,806
7	Sales Agent:				
	- Additional Sales Agent's Expenses (if any)		5,000	0	5,000
	- deferred		(5,000)	0	(5,000)
8	Until MHC has been paid the MHC ROI Recoupment Amount (USD371,250):				
	a. Sales Agent:				
	- Deferred Sales Fee; retroactively	5%			
	b. MHC:				
	- Reduced Sales Fee Override	7.5%			
9	MHC:				
	- MHC ROI Recoupment Amount (USD371,250)				
10	Sales Agent:				
	- Deferred Sales Fee	5%			
11	Houndstooth:				
	- Houndstooth Indebtedness:				
	- Houndstooth A Note Repayment Amount (USD550,000 plus interest)				
	- Houndstooth B Note Repayment Amount (USD400,000 plus interest)				
12	MHC:				
	- Reduced Sales Fee Override	7.5%			
13	Producer:				
	- Producer Expenses (capped at USD75,000)				
14	In payment of the deferments (capped at USD75,000); if any				
15	On a pro rata and pari passu basis:				
	- Equity Investors:				
	- Equity Investment and Equity Premium				
	(i) John & Debra Sherman (USD360,000)	50%			
	(ii) Panacea Capital Advisors, Inc. (USD60,000)	8.33%			
	(iii) S&M Holdings (USD30,000)	4.17%			
	(iv) Stanley Rubenstein (USD30,000)	4.17%			
	(v) Scott & Laura Lowy (USD240,000)	33.33%			
16	The remainder shall be considered as "Net Profits" and shall be allocated and paid as follows:				
	- MHC	10%			
	- Houndstooth	10%			
	- Scott & Laura Lowy	10%			
	- John & Debra Sherman	15%			
	- Panacea Capital Advisors, Inc.	2.5%			
	- S&M Holdings	1.25%			
	- Stanley Rubenstein	1.5%			
	- Gary Michael Schultz	5%			
	- Zoe Kravitz	5%			
	- Emile Hirsch	5%			
	- Scott Mescudi	1.2%			
	- Zoey Deutch	1.5%			
	- Emory Cohen	1.5%			
	- Producer	31%			
Total allocated per Statement date			147,911	275,345	423,256

*) line item not provided for in the CAMA

Freeway CAM B.V.

Schedule 5B

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

B	Domestic Territory	0	0	0
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Distribution of Collected Gross Receipts:

1	<u>FCAM:</u>	
-	FCAM's Remuneration (CGR ≤ USD2,000,000); thereafter	1%
-	FCAM's Remuneration (USD2,000,000 < CGR ≤ USD4,000,000); thereafter	0.75%
-	FCAM's Remuneration (USD4,000,000 < CGR ≤ USD6,000,000); thereafter	0.5%
-	FCAM's Remuneration (CGR > USD6,000,000)	0.4%
-	FCAM Expenses (capped at USD1,500 per annum)	
2	Residuals Set-Aside:	6.2%
3	<u>WME:</u>	
-	WME Commission	7.5%
4	box office bonuses (if any) <i>to the extent that the same are not assumed by the distributor</i>	
5	<u>Ramo Law PC:</u>	
-	Distribution Legal Fee; a higher of	
	(i) USD5,000; or	
	(ii) 2.5% of Domestic CGR	2.5%
6	<u>MHC:</u>	
-	MHC ROI Recoupment Amount (USD371,250)	
7	<u>Houndstooth:</u>	
-	Houndstooth Indebtedness:	
-	Houndstooth A Note Repayment Amount (USD550,000 plus interest)	
-	Houndstooth B Note Repayment Amount (USD400,000 plus interest)	
8	<u>Producer:</u>	
-	Producer Expenses (capped at USD75,000)	
9	In payment of the deferments (capped at USD75,000); if any	
10	On a pro rata and pari passu basis:	
-	<u>Equity Investors:</u>	
-	Equity Investment and Equity Premium	
	(i) John & Debra Sherman (USD360,000)	50%
	(ii) Panacea Capital Advisors, Inc. (USD60,000)	8.33%
	(iii) S&M Holdings (USD30,000)	4.17%
	(iv) Stanley Rubenstein (USD30,000)	4.17%
	(v) Scott & Laura Lowy (USD240,000)	33.33%
11	The remainder shall be considered as "Net Profits" and shall be allocated and paid as follows:	
-	MHC	10%
-	Houndstooth	10%
-	Scott & Laura Lowy	10%
-	John & Debra Sherman	15%
-	Panacea Capital Advisors, Inc.	2.5%
-	S&M Holdings	1.25%
-	Stanley Rubenstein	1.5%
-	Gary Michael Schultz	5%
-	Zoe Kravitz	5%
-	Emile Hirsch	5%
-	Scott Mescudi	1.2%
-	Zoey Deutch	1.5%
-	Emory Cohen	1.5%
-	Producer	31%

Total allocated per Statement date	0	0	0
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Freeway CAM B.V.

Entitlement Summary

Film: **VINCENT - N-ROXXY**
 Acc. Currency : **USD**
 Accounting Period: **for the period ending April 6, 2017**

CA Bank: **City National Bank**
 Account manager: **Eszter Sallai**
 CA number: **665468127**

<u>Allocation previous Collection Account balance</u>		Totals
FCAM's Remuneration	645	
FCAM Expenses	1,440	
SAG-AFTRA	6,074	
IATSE	0	
Sales Agent - Sales Fee	4,191	
Sales Agent - Market Fee	0	
MHC - Sales Fee Override	18,489	
MHC - MHC Repayment Amount	29,355	
Sales Agent - Additional Sales Agent's Expenses	0	
Total	a	60,193

<u>Payments</u>		
FCAM's Remuneration	(645)	
FCAM Expenses	(715)	
SAG-AFTRA	(1,554)	
IATSE	0	
Sales Agent - Sales Fee	(4,191)	
Sales Agent - Market Fee	0	
MHC - Sales Fee Override	0	
MHC - MHC Repayment Amount	0	
Sales Agent - Additional Sales Agent's Expenses	0	
Total	b	(7,105)

<u>Allocation of Collected Gross Receipts</u>		
FCAM's Remuneration	2,753	
FCAM Expenses	0	
SAG-AFTRA	17,071	
IATSE	0	
Sales Agent - Sales Fee	20,651	
Sales Agent - Market Fee	0	
MHC - Sales Fee Override	34,418	
MHC - MHC Repayment Amount	200,451	
Sales Agent - Additional Sales Agent's Expenses	0	
	c	275,345

Entitlements

Beneficiaries	Payment date	Amount	Total
FCAM's Remuneration	11-Apr-17	2,753.45	
FCAM Expenses	-	724.62	
SAG-AFTRA	Reserved	21,591.25	
IATSE	-	0.00	
Sales Agent - Sales Fee	11-Apr-17	20,650.86	
Sales Agent - Market Fee	-	0.00	
MHC - Sales Fee Override	11-Apr-17	52,906.99	
MHC - MHC Repayment Amount	11-Apr-17	229,805.65	
Sales Agent - Additional Sales Agent's Expenses	-	0.00	
Total	a+b+c		328,432.82

**FREEWAY**

Collection Statement **N° 7**

for the period ending June 13, 2017

VINCENT - N-ROXXY

Issued on June 19, 2017
by Eszter Sallai

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Freeway CAM B.V.

Statement of Account

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

CA Bank: **City National**
 CA number: **665468127**

Breakdown of Collected Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	balance
02-Mar-17	Collection Account balance		147,911.13	(87,717.96)	60,193.17
07-Mar-17	FCAM's Remuneration			(644.62)	
	FCAM Expenses			(715.38)	
	Sales Agent - Sales Fee			(4,190.85)	
8-Mar-17	SAG-AFTRA			(1,554.30)	
3-Mar-17	Silverline	Philippines	3,982.00		
8-Mar-17	CDC International, SARL	Latin America	59,980.00		
8-Mar-17	Creative Films	Taiwan	12,000.00		
13-Mar-17	Klockworx	Japan	23,542.80		
13-Mar-17	CDC International, SARL	Latin America	19,980.00		
16-Mar-17	MNET	South Africa	19,970.00		
27-Mar-17	United Champs Assets Ltd.	Indonesia	4,000.00		
27-Mar-17	PT PRIMA CINEMA MULTIMEDIA	Indonesia	11,975.00		
3-Apr-17	Falcon Films	Middle East	34,965.00		
6-Apr-17	Falcon Films	Middle East	84,950.00		
06-Apr-17	Collection Account balance		423,255.93	(94,823.11)	328,432.82
11-Apr-17	FCAM's Remuneration			(2,753.45)	
	Sales Agent - Sales Fee			(20,650.86)	
	MHC - Sales Fee Override			(52,906.99)	
	MHC - MHC Repayment Amount			(229,805.65)	
13-Apr-17	SAG-AFTRA			(9,131.55)	
17-May-17	Star Entertainment Ltd.	India	6,500.35		
5-Jun-17	Rialto Distribution	Australia	19,000.00		
13-Jun-17	Movies Inspired SAS	Italy	19,077.79		
13-Jun-17	Collection Account balance		467,834.07	(410,071.61)	57,762.46

	Totals previous	Statement	Total
Collected Gross Receipts ("CGR"):			
Sales Agent's Territory	423,255.93	44,578.14	467,834.07
Domestic Territory (USA)	0.00	0.00	0.00
Total Payments:			
FCAM's Remuneration	(1,479.11)	(2,753.45)	(4,232.56)
FCAM Expenses	(2,425.38)	0.00	(2,425.38)
SAG-AFTRA	(4,650.62)	(9,131.55)	(13,782.17)
IATSE	(174.67)	0.00	(174.67)
Sales Agent - Sales Fee	(11,093.33)	(20,650.86)	(31,744.19)
Sales Agent - Market Fee	(75,000.00)	0.00	(75,000.00)
MHC - Sales Fee Override	0.00	(52,906.99)	(52,906.99)
MHC - MHC Repayment Amount	0.00	(229,805.65)	(229,805.65)
Sales Agent - Additional Sales Agent's Expenses	0.00	0.00	0.00
Collection Account balance	328,432.82	(270,670.36)	57,762.46

Freeway CAM B.V.

Schedule 5A

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

A	Sales Agent's Territory		423,256	44,578	467,834
Distribution of Collected Gross Receipts:					
1	FCAM:				
	- FCAM's Remuneration (CGR ≤ USD2,000,000); thereafter	1%	4,233	446	4,678
	- FCAM's Remuneration (USD2,000,000 < CGR ≤ USD4,000,000); thereafter	0.75%			
	- FCAM's Remuneration (USD4,000,000 < CGR ≤ USD6,000,000); thereafter	0.5%			
	- FCAM's Remuneration (CGR > USD6,000,000)	0.4%			
	- FCAM Expenses (capped at USD1,500 per annum)		3,150	0	3,150
2	Residuals Set-Aside:				
	- SAG-AFTRA	6.2%	26,242	2,764	29,006
	- IATSE *)		175	0	175
3	Sales Agent:				
	- Sales Fee	7.5%	31,744	3,343	35,088
4	Sales Agent:				
	- Market Fee (USD75,000)		75,000	0	75,000
5	Until MHC has been paid the MHC Repayment Amount (USD1,237,500; plus interest, fees and costs):				
	- MHC:				
	- Sales Fee Override	12.5%	52,907	5,572	58,479
	- deferred due to insufficient funds		0	0	0
6	MHC:				
	- MHC Repayment Amount (USD1,237,500; plus interest, fees and costs)		229,806	32,453	262,259
7	Sales Agent:				
	- Additional Sales Agent's Expenses (if any)		5,000	0	5,000
	- deferred		(5,000)	0	(5,000)
8	Until MHC has been paid the MHC ROI Recoupment Amount (USD371,250):				
	a. Sales Agent:				
	- Deferred Sales Fee; retroactively	5%			
	b. MHC:				
	- Reduced Sales Fee Override	7.5%			
9	MHC:				
	- MHC ROI Recoupment Amount (USD371,250)				
10	Sales Agent:				
	- Deferred Sales Fee	5%			
11	Houndstooth:				
	- Houndstooth Indebtedness:				
	- Houndstooth A Note Repayment Amount (USD550,000 plus interest)				
	- Houndstooth B Note Repayment Amount (USD400,000 plus interest)				
12	MHC:				
	- Reduced Sales Fee Override	7.5%			
13	Producer:				
	- Producer Expenses (capped at USD75,000)				
14	In payment of the deferrals (capped at USD75,000); if any				
15	On a pro rata and pari passu basis:				
	- Equity Investors:				
	- Equity Investment and Equity Premium				
	(i) John & Debra Sherman (USD360,000)	50%			
	(ii) Panacea Capital Advisors, Inc. (USD60,000)	8.33%			
	(iii) S&M Holdings (USD30,000)	4.17%			
	(iv) Stanley Rubenstein (USD30,000)	4.17%			
	(v) Scott & Laura Lowy (USD240,000)	33.33%			
16	The remainder shall be considered as "Net Profits" and shall be allocated and paid as follows:				
	- MHC	10%			
	- Houndstooth	10%			
	- Scott & Laura Lowy	10%			
	- John & Debra Sherman	15%			
	- Panacea Capital Advisors, Inc.	2.5%			
	- S&M Holdings	1.25%			
	- Stanley Rubenstein	1.5%			
	- Gary Michael Schultz	5%			
	- Zoe Kravitz	5%			
	- Emile Hirsch	5%			
	- Scott Mescudi	1.2%			
	- Zoey Deutch	1.5%			
	- Emory Cohen	1.5%			
	- Producer	31%			
Total allocated per Statement date			423,256	44,578	467,834

*) line item not provided for in the CAMA

Freeway CAM B.V.

Schedule 5B

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

B	Domestic Territory	0	0	0
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Distribution of Collected Gross Receipts:

1	<u>FCAM:</u>	
-	FCAM's Remuneration (CGR ≤ USD2,000,000); thereafter	1%
-	FCAM's Remuneration (USD2,000,000 < CGR ≤ USD4,000,000); thereafter	0.75%
-	FCAM's Remuneration (USD4,000,000 < CGR ≤ USD6,000,000); thereafter	0.5%
-	FCAM's Remuneration (CGR > USD6,000,000)	0.4%
-	FCAM Expenses (capped at USD1,500 per annum)	
2	Residuals Set-Aside:	6.2%
3	<u>WME:</u>	
-	WME Commission	7.5%
4	box office bonuses (if any) <i>to the extent that the same are not assumed by the distributor</i>	
5	<u>Ramo Law PC:</u>	
-	Distribution Legal Fee; a higher of	
	(i) USD5,000; or	
	(ii) 2.5% of Domestic CGR	2.5%
6	<u>MHC:</u>	
-	MHC ROI Recoupment Amount (USD371,250)	
7	<u>Houndstooth:</u>	
-	Houndstooth Indebtedness:	
-	Houndstooth A Note Repayment Amount (USD550,000 plus interest)	
-	Houndstooth B Note Repayment Amount (USD400,000 plus interest)	
8	<u>Producer:</u>	
-	Producer Expenses (capped at USD75,000)	
9	In payment of the deferments (capped at USD75,000); if any	
10	On a pro rata and pari passu basis:	
-	<u>Equity Investors:</u>	
-	Equity Investment and Equity Premium	
	(i) John & Debra Sherman (USD360,000)	50%
	(ii) Panacea Capital Advisors, Inc. (USD60,000)	8.33%
	(iii) S&M Holdings (USD30,000)	4.17%
	(iv) Stanley Rubenstein (USD30,000)	4.17%
	(v) Scott & Laura Lowy (USD240,000)	33.33%
11	The remainder shall be considered as "Net Profits" and shall be allocated and paid as follows:	
-	MHC	10%
-	Houndstooth	10%
-	Scott & Laura Lowy	10%
-	John & Debra Sherman	15%
-	Panacea Capital Advisors, Inc.	2.5%
-	S&M Holdings	1.25%
-	Stanley Rubenstein	1.5%
-	Gary Michael Schultz	5%
-	Zoe Kravitz	5%
-	Emile Hirsch	5%
-	Scott Mescudi	1.2%
-	Zoey Deutch	1.5%
-	Emory Cohen	1.5%
-	Producer	31%

Total allocated per Statement date	0	0	0
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Freeway CAM B.V.

Entitlement Summary

Film:	VINCENT - N-ROXXY	CA Bank:	City National Bank
Acc. Currency :	USD	Account manager:	Eszter Sallai
Accounting Period:	for the period ending June 13, 2017	CA number:	665468127

<u>Allocation previous Collection Account balance</u>		Totals
FCAM's Remuneration	2,753	
FCAM Expenses	725	
SAG-AFTRA	21,591	
IATSE	0	
Sales Agent - Sales Fee	20,651	
Sales Agent - Market Fee	0	
MHC - Sales Fee Override	52,907	
MHC - MHC Repayment Amount	229,806	
Sales Agent - Additional Sales Agent's Expenses	0	
Total	a	328,433

<u>Payments</u>		
FCAM's Remuneration	(2,753)	
FCAM Expenses	0	
SAG-AFTRA	(9,132)	
IATSE	0	
Sales Agent - Sales Fee	(20,651)	
Sales Agent - Market Fee	0	
MHC - Sales Fee Override	(52,907)	
MHC - MHC Repayment Amount	(229,806)	
Sales Agent - Additional Sales Agent's Expenses	0	
Total	b	(315,249)

<u>Allocation of Collected Gross Receipts</u>		
FCAM's Remuneration	446	
FCAM Expenses	0	
SAG-AFTRA	2,764	
IATSE	0	
Sales Agent - Sales Fee	3,343	
Sales Agent - Market Fee	0	
MHC - Sales Fee Override	5,572	
MHC - MHC Repayment Amount	32,453	
Sales Agent - Additional Sales Agent's Expenses	0	
	c	44,578

Entitlements

Beneficiaries	Payment date	Amount	Total
FCAM's Remuneration	21-Jun-17	445.78	
FCAM Expenses	-	724.62	
SAG-AFTRA	Reserved	15,223.54	
IATSE	-	0.00	
Sales Agent - Sales Fee	21-Jun-17	3,343.37	
Sales Agent - Market Fee	-	0.00	
MHC - Sales Fee Override	21-Jun-17	5,572.27	
MHC - MHC Repayment Amount	21-Jun-17	32,452.88	
Sales Agent - Additional Sales Agent's Expenses	-	0.00	
Total	a+b+c		57,762.46

**FREEWAY**

Collection Statement **N° 8**

for the period ending August 16, 2017

VINCENT - N-ROXXY

Issued on August 22, 2017
by Eszter Sallai

This Statement and more information about your Film is made available to you online.
Request your personal login details to start benefitting from Freeway Reporting Site.

Freeway CAM B.V.

Statement of Account

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

CA Bank: **City National**
 CA number: **665468127**

Breakdown of Collected Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	balance
02-Mar-17	Collection Account balance		147,911.13	(87,717.96)	60,193.17
07-Mar-17	FCAM's Remuneration			(644.62)	
	FCAM Expenses			(715.38)	
	Sales Agent - Sales Fee			(4,190.85)	
8-Mar-17	SAG-AFTRA			(1,554.30)	
3-Mar-17	Silverline	Philippines	3,982.00		
8-Mar-17	CDC International, SARL	Latin America	59,980.00		
8-Mar-17	Creative Films	Taiwan	12,000.00		
13-Mar-17	Klockworx	Japan	23,542.80		
13-Mar-17	CDC International, SARL	Latin America	19,980.00		
16-Mar-17	MNET	South Africa	19,970.00		
27-Mar-17	United Champs Assets Ltd.	Indonesia	4,000.00		
27-Mar-17	PT PRIMA CINEMA MULTIMEDIA	Indonesia	11,975.00		
3-Apr-17	Falcon Films	Middle East	34,965.00		
6-Apr-17	Falcon Films	Middle East	84,950.00		
06-Apr-17	Collection Account balance		423,255.93	(94,823.11)	328,432.82
11-Apr-17	FCAM's Remuneration			(2,753.45)	
	Sales Agent - Sales Fee			(20,650.86)	
	MHC - Sales Fee Override			(52,906.99)	
	MHC - MHC Repayment Amount			(229,805.65)	
13-Apr-17	SAG-AFTRA			(9,131.55)	
17-May-17	Star Entertainment Ltd.	India	6,500.35		
5-Jun-17	Rialto Distribution	Australia	19,000.00		
13-Jun-17	Movies Inspired SAS	Italy	19,077.79		
13-Jun-17	Collection Account balance		467,834.07	(410,071.61)	57,762.46
21-Jun-17	FCAM's Remuneration			(445.78)	
	Sales Agent - Sales Fee			(3,343.37)	
	MHC - Sales Fee Override			(5,572.27)	
	MHC - MHC Repayment Amount			(32,452.88)	
12-Jul-17	Marco Polo	France	5,000.00		
27-Jul-17	SAG-AFTRA			(1,399.62)	
16-Aug-17	Marco Polo	France	15,000.00		
16-Aug-17	Collection Account balance		487,834.07	(453,285.53)	34,548.54

	Totals previous	Statement	Total
Collected Gross Receipts ("CGR"):			
Sales Agent's Territory	467,834.07	20,000.00	487,834.07
Domestic Territory (USA)	0.00	0.00	0.00
Total Payments:			
FCAM's Remuneration	(4,232.56)	(445.78)	(4,678.34)
FCAM Expenses	(2,425.38)	0.00	(2,425.38)
SAG-AFTRA	(13,782.17)	(1,399.62)	(15,181.79)
IATSE	(174.67)	0.00	(174.67)
Sales Agent - Sales Fee	(31,744.19)	(3,343.37)	(35,087.56)
Sales Agent - Market Fee	(75,000.00)	0.00	(75,000.00)
MHC - Sales Fee Override	(52,906.99)	(5,572.27)	(58,479.26)
MHC - MHC Repayment Amount	(229,805.65)	(32,452.88)	(262,258.53)
Sales Agent - Additional Sales Agent's Expenses	0.00	0.00	0.00
Collection Account balance	57,762.46	(23,213.92)	34,548.54

Freeway CAM B.V.

Schedule 5A

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

A	Sales Agent's Territory		467,834	20,000	487,834
Distribution of Collected Gross Receipts:					
1	FCAM:				
	- FCAM's Remuneration (CGR ≤ USD2,000,000); thereafter	1%	4,678	200	4,878
	- FCAM's Remuneration (USD2,000,000 < CGR ≤ USD4,000,000); thereafter	0.75%			
	- FCAM's Remuneration (USD4,000,000 < CGR ≤ USD6,000,000); thereafter	0.5%			
	- FCAM's Remuneration (CGR > USD6,000,000)	0.4%			
	- FCAM Expenses (capped at USD1,500 per annum)		3,150	0	3,150
2	Residuals Set-Aside:				
	- SAG-AFTRA	6.2%	29,006	1,240	30,246
	- IATSE *)		175	0	175
3	Sales Agent:				
	- Sales Fee	7.5%	35,088	1,500	36,588
4	Sales Agent:				
	- Market Fee (USD75,000)		75,000	0	75,000
5	Until MHC has been paid the MHC Repayment Amount (USD1,237,500; plus interest, fees and costs):				
	- MHC:				
	- Sales Fee Override	12.5%	58,479	2,500	60,979
	- deferred due to insufficient funds		0	0	0
6	MHC:				
	- MHC Repayment Amount (USD1,237,500; plus interest, fees and costs)		262,259	14,560	276,819
7	Sales Agent:				
	- Additional Sales Agent's Expenses (if any)		5,000	0	5,000
	- deferred		(5,000)	0	(5,000)
8	Until MHC has been paid the MHC ROI Recoupment Amount (USD371,250):				
a.	Sales Agent:				
	- Deferred Sales Fee; retroactively	5%			
b.	MHC:				
	- Reduced Sales Fee Override	7.5%			
9	MHC:				
	- MHC ROI Recoupment Amount (USD371,250)				
10	Sales Agent:				
	- Deferred Sales Fee	5%			
11	Houndstooth:				
	- Houndstooth Indebtedness:				
	- Houndstooth A Note Repayment Amount (USD550,000 plus interest)				
	- Houndstooth B Note Repayment Amount (USD400,000 plus interest)				
12	MHC:				
	- Reduced Sales Fee Override	7.5%			
13	Producer:				
	- Producer Expenses (capped at USD75,000)				
14	In payment of the deferrals (capped at USD75,000); if any				
15	On a pro rata and pari passu basis:				
	- Equity Investors:				
	- Equity Investment and Equity Premium				
	(i) John & Debra Sherman (USD360,000)	50%			
	(ii) Panacea Capital Advisors, Inc. (USD60,000)	8.33%			
	(iii) S&M Holdings (USD30,000)	4.17%			
	(iv) Stanley Rubenstein (USD30,000)	4.17%			
	(v) Scott & Laura Lowy (USD240,000)	33.33%			
16	The remainder shall be considered as "Net Profits" and shall be allocated and paid as follows:				
	- MHC	10%			
	- Houndstooth	10%			
	- Scott & Laura Lowy	10%			
	- John & Debra Sherman	15%			
	- Panacea Capital Advisors, Inc.	2.5%			
	- S&M Holdings	1.25%			
	- Stanley Rubenstein	1.5%			
	- Gary Michael Schultz	5%			
	- Zoe Kravitz	5%			
	- Emile Hirsch	5%			
	- Scott Mescudi	1.2%			
	- Zoey Deutch	1.5%			
	- Emory Cohen	1.5%			
	- Producer	31%			
Total allocated per Statement date			467,834	20,000	487,834

*) line item not provided for in the CAMA

Freeway CAM B.V.

Schedule 5B

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

B	Domestic Territory	0	0	0
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Distribution of Collected Gross Receipts:

1	<u>FCAM:</u>	
-	FCAM's Remuneration (CGR ≤ USD2,000,000); thereafter	1%
-	FCAM's Remuneration (USD2,000,000 < CGR ≤ USD4,000,000); thereafter	0.75%
-	FCAM's Remuneration (USD4,000,000 < CGR ≤ USD6,000,000); thereafter	0.5%
-	FCAM's Remuneration (CGR > USD6,000,000)	0.4%
-	FCAM Expenses (capped at USD1,500 per annum)	
2	Residuals Set-Aside:	6.2%
3	<u>WME:</u>	
-	WME Commission	7.5%
4	box office bonuses (if any) <i>to the extent that the same are not assumed by the distributor</i>	
5	<u>Ramo Law PC:</u>	
-	Distribution Legal Fee; a higher of	
	(i) USD5,000; or	
	(ii) 2.5% of Domestic CGR	2.5%
6	<u>MHC:</u>	
-	MHC ROI Recoupment Amount (USD371,250)	
7	<u>Houndstooth:</u>	
-	Houndstooth Indebtedness:	
-	Houndstooth A Note Repayment Amount (USD550,000 plus interest)	
-	Houndstooth B Note Repayment Amount (USD400,000 plus interest)	
8	<u>Producer:</u>	
-	Producer Expenses (capped at USD75,000)	
9	In payment of the deferments (capped at USD75,000); if any	
10	On a pro rata and pari passu basis:	
-	<u>Equity Investors:</u>	
-	Equity Investment and Equity Premium	
	(i) John & Debra Sherman (USD360,000)	50%
	(ii) Panacea Capital Advisors, Inc. (USD60,000)	8.33%
	(iii) S&M Holdings (USD30,000)	4.17%
	(iv) Stanley Rubenstein (USD30,000)	4.17%
	(v) Scott & Laura Lowy (USD240,000)	33.33%
11	The remainder shall be considered as "Net Profits" and shall be allocated and paid as follows:	
-	MHC	10%
-	Houndstooth	10%
-	Scott & Laura Lowy	10%
-	John & Debra Sherman	15%
-	Panacea Capital Advisors, Inc.	2.5%
-	S&M Holdings	1.25%
-	Stanley Rubenstein	1.5%
-	Gary Michael Schultz	5%
-	Zoe Kravitz	5%
-	Emile Hirsch	5%
-	Scott Mescudi	1.2%
-	Zoey Deutch	1.5%
-	Emory Cohen	1.5%
-	Producer	31%

Total allocated per Statement date	0	0	0
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Freeway CAM B.V.

Entitlement Summary

Film: **VINCENT - N-ROXXY**
 Acc. Currency : **USD**
 Accounting Period: **for the period ending August 16, 2017**

CA Bank: **City National Bank**
 Account manager: **Eszter Sallai**
 CA number: **665468127**

<u>Allocation previous Collection Account balance</u>		Totals
FCAM's Remuneration	446	
FCAM Expenses	725	
SAG-AFTRA	15,224	
IATSE	0	
Sales Agent - Sales Fee	3,343	
Sales Agent - Market Fee	0	
MHC - Sales Fee Override	5,572	
MHC - MHC Repayment Amount	32,453	
Sales Agent - Additional Sales Agent's Expenses	0	
Total	a	57,762

<u>Payments</u>		
FCAM's Remuneration	(446)	
FCAM Expenses	0	
SAG-AFTRA	(1,400)	
IATSE	0	
Sales Agent - Sales Fee	(3,343)	
Sales Agent - Market Fee	0	
MHC - Sales Fee Override	(5,572)	
MHC - MHC Repayment Amount	(32,453)	
Sales Agent - Additional Sales Agent's Expenses	0	
Total	b	(43,214)

<u>Allocation of Collected Gross Receipts</u>		
FCAM's Remuneration	200	
FCAM Expenses	0	
SAG-AFTRA	1,240	
IATSE	0	
Sales Agent - Sales Fee	1,500	
Sales Agent - Market Fee	0	
MHC - Sales Fee Override	2,500	
MHC - MHC Repayment Amount	14,560	
Sales Agent - Additional Sales Agent's Expenses	0	
	c	20,000

Entitlements

Beneficiaries	Payment date	Amount	Total
FCAM's Remuneration	24-Aug-17	200.00	
FCAM Expenses	-	724.62	
SAG-AFTRA	Reserved	15,063.92	
IATSE	-	0.00	
Sales Agent - Sales Fee	24-Aug-17	1,500.00	
Sales Agent - Market Fee	-	0.00	
MHC - Sales Fee Override	24-Aug-17	2,500.00	
MHC - MHC Repayment Amount	24-Aug-17	14,560.00	
Sales Agent - Additional Sales Agent's Expenses	-	0.00	
Total	a+b+c		34,548.54

**FREEWAY**

Collection Statement N° 9

for the period ending September 30, 2017

VINCENT - N-ROXXY

Issued on October 18, 2017
by Eszter Sallai

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Freeway CAM B.V.

Statement of Account

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

CA Bank: **City National**
 CA number: **665468127**

Breakdown of Collected Gross Receipts / payments:

Date	Distributor / Beneficiary	Territory / Description	credit	debit	balance
13-Jun-17	Collection Account balance		467,834.07	(410,071.61)	57,762.46
21-Jun-17	FCAM's Remuneration			(445.78)	
	Sales Agent - Sales Fee			(3,343.37)	
	MHC - Sales Fee Override			(5,572.27)	
	MHC - MHC Repayment Amount			(32,452.88)	
12-Jul-17	Marco Polo	France	5,000.00		
27-Jul-17	SAG-AFTRA			(1,399.62)	
16-Aug-17	Marco Polo	France	15,000.00		
16-Aug-17	Collection Account balance		487,834.07	(453,285.53)	34,548.54
24-Aug-17	FCAM's Remuneration			(200.00)	
	Sales Agent - Sales Fee			(1,500.00)	
	MHC - Sales Fee Override			(2,500.00)	
	MHC - MHC Repayment Amount			(14,560.00)	
7-Sep-17	Tanweer Alliances SA	Greece	9,865.00		
30-Sep-17	Collection Account balance		497,699.07	(472,045.53)	25,653.54

	Totals previous	Statement	Total
Collected Gross Receipts ("CGR"):			
Sales Agent's Territory	487,834.07	9,865.00	497,699.07
Domestic Territory (USA)	0.00	0.00	0.00
Total Payments:			
FCAM's Remuneration	(4,678.34)	(200.00)	(4,878.34)
FCAM Expenses	(2,425.38)	0.00	(2,425.38)
SAG-AFTRA	(15,181.79)	0.00	(15,181.79)
IATSE	(174.67)	0.00	(174.67)
Sales Agent - Sales Fee	(35,087.56)	(1,500.00)	(36,587.56)
Sales Agent - Market Fee	(75,000.00)	0.00	(75,000.00)
MHC - Sales Fee Override	(58,479.26)	(2,500.00)	(60,979.26)
MHC - MHC Repayment Amount	(262,258.53)	(14,560.00)	(276,818.53)
Sales Agent - Additional Sales Agent's Expenses	0.00	0.00	0.00
Collection Account balance	34,548.54	(8,895.00)	25,653.54

Freeway CAM B.V.

Schedule 5A

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

A	Sales Agent's Territory		487,834	9,865	497,699
Distribution of Collected Gross Receipts:					
1	FCAM:				
	- FCAM's Remuneration (CGR ≤ USD2,000,000); thereafter	1%	4,878	99	4,977
	- FCAM's Remuneration (USD2,000,000 < CGR ≤ USD4,000,000); thereafter	0.75%			
	- FCAM's Remuneration (USD4,000,000 < CGR ≤ USD6,000,000); thereafter	0.5%			
	- FCAM's Remuneration (CGR > USD6,000,000)	0.4%			
	- FCAM Expenses (capped at USD1,500 per annum)		3,150	400	3,550
2	Residuals Set-Aside:				
	- SAG-AFTRA	6.2%	30,246	612	30,857
	- IATSE *)		175	0	175
3	Sales Agent:				
	- Sales Fee	7.5%	36,588	740	37,327
4	Sales Agent:				
	- Market Fee (USD75,000)		75,000	0	75,000
5	Until MHC has been paid the MHC Repayment Amount (USD1,237,500; plus interest, fees and costs):				
	- MHC:				
	- Sales Fee Override	12.5%	60,979	1,233	62,212
6	MHC:				
	- MHC Repayment Amount (USD1,237,500; plus interest, fees and costs)		276,819	6,782	283,600
7	Sales Agent:				
	- Additional Sales Agent's Expenses (if any)		5,000	0	5,000
	- deferred		(5,000)	0	(5,000)
8	Until MHC has been paid the MHC ROI Recoupment Amount (USD371,250):				
	a. Sales Agent:				
	- Deferred Sales Fee; retroactively	5%			
	b. MHC:				
	- Reduced Sales Fee Override	7.5%			
9	MHC:				
	- MHC ROI Recoupment Amount (USD371,250)				
10	Sales Agent:				
	- Deferred Sales Fee	5%			
11	Houndstooth:				
	- Houndstooth Indebtedness:				
	- Houndstooth A Note Repayment Amount (USD550,000 plus interest)				
	- Houndstooth B Note Repayment Amount (USD400,000 plus interest)				
12	MHC:				
	- Reduced Sales Fee Override	7.5%			
13	Producer:				
	- Producer Expenses (capped at USD75,000)				
14	In payment of the deferments (capped at USD75,000); if any				
15	On a pro rata and pari passu basis:				
	- Equity Investors:				
	- Equity Investment and Equity Premium				
	(i) John & Debra Sherman (USD360,000)	50%			
	(ii) Panacea Capital Advisors, Inc. (USD60,000)	8.33%			
	(iii) S&M Holdings (USD30,000)	4.17%			
	(iv) Stanley Rubenstein (USD30,000)	4.17%			
	(v) Scott & Laura Lowy (USD240,000)	33.33%			
16	The remainder shall be considered as "Net Profits" and shall be allocated and paid as follows:				
	- MHC	10%			
	- Houndstooth	10%			
	- Scott & Laura Lowy	10%			
	- John & Debra Sherman	15%			
	- Panacea Capital Advisors, Inc.	2.5%			
	- S&M Holdings	1.25%			
	- Stanley Rubenstein	1.5%			
	- Gary Michael Schultz	5%			
	- Zoe Kravitz	5%			
	- Emile Hirsch	5%			
	- Scott Mescudi	1.2%			
	- Zoey Deutch	1.5%			
	- Emory Cohen	1.5%			
	- Producer	31%			
Total allocated per Statement date			487,834	9,865	497,699

*) line item not provided for in the CAMA

Freeway CAM B.V.

Schedule 5B

Film: **VINCENT - N-ROXXY**
 Acc. Currency: **USD**

B	Domestic Territory	0	0	0
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Distribution of Collected Gross Receipts:

1	<u>FCAM:</u>	
-	FCAM's Remuneration (CGR ≤ USD2,000,000); thereafter	1%
-	FCAM's Remuneration (USD2,000,000 < CGR ≤ USD4,000,000); thereafter	0.75%
-	FCAM's Remuneration (USD4,000,000 < CGR ≤ USD6,000,000); thereafter	0.5%
-	FCAM's Remuneration (CGR > USD6,000,000)	0.4%
-	FCAM Expenses (capped at USD1,500 per annum)	
2	Residuals Set-Aside:	6.2%
3	<u>WME:</u>	
-	WME Commission	7.5%
4	box office bonuses (if any) <i>to the extent that the same are not assumed by the distributor</i>	
5	<u>Ramo Law PC:</u>	
-	Distribution Legal Fee; a higher of	
	(i) USD5,000; or	
	(ii) 2.5% of Domestic CGR	2.5%
6	<u>MHC:</u>	
-	MHC ROI Recoupment Amount (USD371,250)	
7	<u>Houndstooth:</u>	
-	Houndstooth Indebtedness:	
-	Houndstooth A Note Repayment Amount (USD550,000 plus interest)	
-	Houndstooth B Note Repayment Amount (USD400,000 plus interest)	
8	<u>Producer:</u>	
-	Producer Expenses (capped at USD75,000)	
9	In payment of the deferments (capped at USD75,000); if any	
10	On a pro rata and pari passu basis:	
-	<u>Equity Investors:</u>	
-	Equity Investment and Equity Premium	
	(i) John & Debra Sherman (USD360,000)	50%
	(ii) Panacea Capital Advisors, Inc. (USD60,000)	8.33%
	(iii) S&M Holdings (USD30,000)	4.17%
	(iv) Stanley Rubenstein (USD30,000)	4.17%
	(v) Scott & Laura Lowy (USD240,000)	33.33%
11	The remainder shall be considered as "Net Profits" and shall be allocated and paid as follows:	
-	MHC	10%
-	Houndstooth	10%
-	Scott & Laura Lowy	10%
-	John & Debra Sherman	15%
-	Panacea Capital Advisors, Inc.	2.5%
-	S&M Holdings	1.25%
-	Stanley Rubenstein	1.5%
-	Gary Michael Schultz	5%
-	Zoe Kravitz	5%
-	Emile Hirsch	5%
-	Scott Mescudi	1.2%
-	Zoey Deutch	1.5%
-	Emory Cohen	1.5%
-	Producer	31%

Total allocated per Statement date	0	0	0
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Freeway CAM B.V.

Entitlement Summary

Film:	VINCENT - N-ROXXY	CA Bank:	City National Bank
Acc. Currency :	USD	Account manager:	Eszter Sallai
Accounting Period:	for the period ending September 30, 2017	CA number:	665468127

<u>Allocation previous Collection Account balance</u>		Totals
FCAM's Remuneration	200	
FCAM Expenses	725	
SAG-AFTRA	15,064	
IATSE	0	
Sales Agent - Sales Fee	1,500	
Sales Agent - Market Fee	0	
MHC - Sales Fee Override	2,500	
MHC - MHC Repayment Amount	14,560	
Sales Agent - Additional Sales Agent's Expenses	0	
Total	a	34,549

<u>Payments</u>		
FCAM's Remuneration	(200)	
FCAM Expenses	0	
SAG-AFTRA	0	
IATSE	0	
Sales Agent - Sales Fee	(1,500)	
Sales Agent - Market Fee	0	
MHC - Sales Fee Override	(2,500)	
MHC - MHC Repayment Amount	(14,560)	
Sales Agent - Additional Sales Agent's Expenses	0	
Total	b	(18,760)

<u>Allocation of Collected Gross Receipts</u>		
FCAM's Remuneration	99	
FCAM Expenses	400	
SAG-AFTRA	612	
IATSE	0	
Sales Agent - Sales Fee	740	
Sales Agent - Market Fee	0	
MHC - Sales Fee Override	1,233	
MHC - MHC Repayment Amount	6,782	
Sales Agent - Additional Sales Agent's Expenses	0	
	c	9,865

Entitlements

Beneficiaries	Payment date	Amount	Total
FCAM's Remuneration	20-Oct-17	98.65	
FCAM Expenses	20-Oct-17	1,124.62	
SAG-AFTRA	Reserved	15,675.55	
IATSE	-	0.00	
Sales Agent - Sales Fee	20-Oct-17	739.87	
Sales Agent - Market Fee	-	0.00	
MHC - Sales Fee Override	20-Oct-17	1,233.12	
MHC - MHC Repayment Amount	20-Oct-17	6,781.72	
Sales Agent - Additional Sales Agent's Expenses	-	0.00	
Total	a+b+c		25,653.54

APPENDIX B

Section 10,800

Statement of Position 00-2

Accounting by Producers or Distributors of Films

June 12, 2000

NOTE

Statements of Position on accounting issues present the conclusions of at least two-thirds of the Accounting Standards Executive Committee, which is the senior technical body of the Institute authorized to speak for the Institute in the areas of financial accounting and reporting. Statement on Auditing Standards No. 69, *The Meaning of Present Fairly in Conformity With Generally Accepted Accounting Principles*, identifies AICPA Statements of Position that have been cleared by the Financial Accounting Standards Board as sources of established accounting principles in category *b* of the hierarchy of generally accepted accounting principles that it establishes. AICPA members should consider the accounting principles in this Statement of Position if a different accounting treatment of a transaction or event is not specified by a pronouncement covered by Rule 203 of the AICPA Code of Professional Conduct. In such circumstances, the accounting treatment specified by the Statement of Position should be used, or the member should be prepared to justify a conclusion that another treatment better presents the substance of the transaction in the circumstances.

Summary

This Statement of Position (SOP) provides guidance on generally accepted accounting principles for all kinds of films, except where specifically noted, and is applicable to all producers or distributors that own or hold rights to distribute or exploit films. For purposes of this SOP, films are defined as feature films, television specials, television series, or similar products (including animated films and television programming) that are sold, licensed, or exhibited, whether produced on film, video tape, digital or other video recording format. The SOP requires, among other things, the following.

- An entity should recognize revenue from a sale or licensing arrangement of a film when all of the following conditions are met.
 - Persuasive evidence of a sale or licensing arrangement with a customer exists.
 - The film is complete and, in accordance with the terms of the arrangement, has been delivered or is available for immediate and unconditional delivery.
 - The license period of the arrangement has begun and the customer can begin its exploitation, exhibition, or sale.
 - The arrangement fee is fixed or determinable.
 - Collection of the arrangement fee is reasonably assured.

If an entity does not meet any one of the preceding conditions, the entity should defer recognizing revenue until all of the conditions are met.

- If a licensing arrangement covering a single film provides that an entity will receive a flat fee, then the amount of that fee is considered fixed and determinable. In such instances, the entity should recognize the entire amount of the license fee as revenue when it has met all of the other revenue recognition conditions.
- An entity's arrangement fee may be based on a percentage or share of a customer's revenue from the exhibition or other exploitation of a film. In such instances, and when the entity meets all of the other revenue recognition conditions, the entity should recognize revenue as the customer exhibits or exploits the film.
- In certain licensing arrangements that provide for variable fees, a customer guarantees and pays or agrees to pay an entity a nonrefundable minimum amount that is applied against the variable fees on a film or films that are not cross-collateralized. In such arrangements, the amount of the nonrefundable minimum guarantee is considered fixed and determinable, and the entity should recognize the minimum guarantee as revenue when it has met all of the other revenue recognition conditions.
- If a licensing arrangement provides for a nonrefundable minimum guarantee that is applied against variable fees from a group of films on a cross-collateralized basis, the amount of the minimum guarantee applicable to each film cannot be objectively determined. Consequently, the entity should recognize revenue as the customer exhibits or exploits the film. If, at the end of the license period, a portion of the nonrefundable minimum guarantee remains unearned, an entity should recognize the remaining guarantee as revenue by allocating it to the individual films based on their relative performance under the arrangement.
- The costs of producing a film and bringing that film to market consist of film costs, participation costs, exploitation costs, and manufacturing costs.
- An entity should report film costs as a separate asset on its balance sheet.
- An entity should amortize film costs and accrue (expense) participation costs using the individual-film-forecast-computation method, which amortizes or accrues (expenses) such costs in the same ratio that current period actual revenue (numerator) bears to estimated remaining unrecognized ultimate revenue as of the beginning of the current fiscal year (denominator). An entity should begin amortization of capitalized film costs and accrual (expensing) of participation costs when a film is released and it begins to recognize revenue from that film.
- Ultimate revenue to be included in the denominator of the individual-film-forecast-computation method fraction is subject to the limitations set forth in this SOP.
- If an event or change in circumstance indicates that an entity should assess whether the fair value of a film is less than its unamortized film costs, the entity should determine the fair value of the film (the determination of which is affected by estimated future exploitation costs still to be incurred) and write off to the income statement the amount by which the unamortized capitalized costs exceeds the film's fair value. An entity should not subsequently restore any amounts written off in previous fiscal years.

- An entity should account for advertising costs in accordance with the provisions of SOP 93-7, *Reporting on Advertising Costs* [section 10,590]. All other exploitation costs, including marketing costs, should be expensed as incurred.
- An entity should charge manufacturing and/or duplication costs of products for sale, such as videocassettes and digital video discs, to expense on a unit-specific basis when the related product revenue is recognized.
- This SOP is effective for financial statements for fiscal years beginning after December 15, 2000. Earlier application is encouraged. The cumulative effect of changes in accounting principles caused by adopting the provisions of this SOP should be included in the determination of net income in conformity with paragraph 20 of Accounting Principles Board (APB) Opinion No. 20, *Accounting Changes*. Disclosure of pro forma effects of retroactive application (APB Opinion 20, paragraph 21) is not required. An entity should not restate previously issued annual financial statements.

Foreword

The accounting guidance contained in this document has been cleared by the Financial Accounting Standards Board (FASB). The procedure for clearing accounting guidance in documents issued by the Accounting Standards Executive Committee (AcSEC) involves the FASB reviewing and discussing in public board meetings (1) a prospectus for a project to develop a document, (2) a proposed exposure draft that has been approved by at least ten of AcSEC's fifteen members, and (3) a proposed final document that has been approved by at least ten of AcSEC's fifteen members. The document is cleared if at least five of the seven FASB members do not object to AcSEC undertaking the project, issuing the proposed exposure draft or, after considering the input received by AcSEC as a result of the issuance of the exposure draft, issuing the final document.

The criteria applied by the FASB in its review of proposed projects and proposed documents include the following.

1. The proposal does not conflict with current or proposed accounting requirements, unless it is a limited circumstance, usually in specialized industry accounting, and the proposal adequately justifies the departure.
2. The proposal will result in an improvement in practice.
3. The AICPA demonstrates the need for the proposal.
4. The benefits of the proposal are expected to exceed the costs of applying it.

In many situations, prior to clearance, the FASB will propose suggestions, many of which are included in the documents.

Introduction and Background

.01 In 1981, the Financial Accounting Standards Board (FASB) issued Statement of Financial Accounting Standards No. 53, *Financial Reporting by Producers and Distributors of Motion Picture Films*. FASB Statement No. 53 extracted specialized accounting and reporting principles and practices from the American Institute of Certified Public Accountants (AICPA) Industry Accounting

Guide *Accounting for Motion Picture Films*, and AICPA Statement of Position (SOP) 79-4, *Accounting for Motion Picture Films*, and established financial accounting and reporting standards for **producers** or **distributors** of films.¹

.02 Since FASB issued FASB Statement No. 53, extensive changes have occurred in the film industry. Through 1981, the majority of a film's **revenue** resulted from distribution to movie theaters and free television. Since that time, numerous additional forms of exploitation (such as home video, satellite and cable television, and pay-per-view television) have come into existence, and international revenue has increased in significance. Concurrent with these changes, significant variations in the application of FASB Statement No. 53 have arisen.

.03 In 1995, in response to concerns raised by constituents, the FASB requested that the AcSEC of the AICPA develop an SOP providing guidance on the accounting and financial reporting requirements for producers or distributors of films. In September 1998, the FASB concluded that it would rescind FASB Statement No. 53 when AcSEC completed its project. An **entity** that previously was subject to the requirements of FASB Statement No. 53 should follow the guidance in this SOP. This SOP and FASB Statement No. 139, *Rescission of FASB Statement No. 53 and Amendments to FASB Statements No. 63, 89, and 121*, are simultaneously effective for fiscal years beginning after December 15, 2000.

.04 AcSEC issued an exposure draft of a proposed SOP, *Accounting by Producers and Distributors of Films*, on October 16, 1998. AcSEC received twenty-eight comment letters in response to the exposure draft. See the section entitled "Basis for Conclusions" for a discussion of AcSEC's response to the comment letters received.

Scope

.05 The guidance in this SOP applies to all kinds of films, except where specifically noted below, and is applicable to all producers or distributors that own or hold rights to distribute or exploit films. For purposes of this SOP, films are defined as feature films, television specials, television series, or similar products (including animated films and television programming) that are sold, licensed, or exhibited, whether produced on film, video tape, digital, or other video recording format. This SOP does not apply to the following:

- a. Activities or transactions within the scope of FASB Statement No. 50, *Financial Reporting in the Record and Music Industry* (For example, accounting for the creation and distribution of recorded music products is within the scope of FASB Statement No. 50, whereas accounting for the cost of acquiring music rights for use in a film is within the scope of this SOP.)
- b. Activities or transactions within the scope of FASB Statement No. 51, *Financial Reporting by Cable Television Companies*
- c. Activities or transactions within the scope of FASB Statement No. 63, *Financial Reporting by Broadcasters*
- d. Activities or transactions within the scope of FASB Statement No. 86, *Accounting for the Costs of Computer Software to Be Sold, Leased, or Otherwise Marketed*

¹ Terms defined in the glossary [paragraph .134] are set in boldface type the first time they appear in this SOP.

- e. Activities or transactions within the scope of SOP 97-2, *Software Revenue Recognition* [section 10,700]
- f. Products within the scope of Emerging Issues Task Force (EITF) Issue No. 96-6, "Accounting for the Film and Software Costs Associated with Developing Entertainment and Educational Software Products"

Conclusions

Revenue Recognition—Basic Principles

.06 A licensing arrangement for a single film or multiple films involves the transfer of a single right or a group of rights. An entity may license films to customers such as distributors, theaters, exhibitors, or other licensees on either an exclusive or nonexclusive basis in a particular **market and territory**. The terms of licensing arrangements may vary significantly from contract to contract. In common licensing arrangements, the license fee may be fixed in amount (flat fee) or may be based on a percentage of the customer's revenue (variable fee). When based on a percentage of a customer's revenue, an arrangement may include a **nonrefundable minimum guarantee**, which may be paid in advance or over a license period. The terms of a licensing arrangement may allow a producer to exercise direct control over the distribution of a film, or may transfer that control to a distributor, exhibitor, or other licensee.

.07 An entity should recognize revenue from a **sale** or licensing arrangement of a film when all of the following conditions are met.

- a. Persuasive evidence of a sale or licensing arrangement with a customer exists.
- b. The film is complete and, in accordance with the terms of the arrangement, has been delivered or is available for immediate and unconditional delivery.
- c. The license period of the arrangement has begun and the customer can begin its exploitation, exhibition, or sale.
- d. The arrangement fee is fixed or determinable.
- e. Collection of the arrangement fee is reasonably assured.

If an entity does not meet any one of the preceding conditions, the entity should defer recognizing revenue until all of the conditions are met.

.08 If an entity recognizes a receivable in its balance sheet for advances presently due pursuant to an arrangement for any form of distribution, exhibition, or exploitation prior to the date of revenue recognition, or an entity receives cash payments under such an arrangement prior to revenue recognition, it should also recognize an equivalent liability for deferred revenue until the entity meets all of the conditions of paragraph .07. If an entity sells or otherwise transfers to a third party that receivable, the liability for deferred revenue established pursuant to the preceding sentence should not be reduced, and revenue for the film should not be recognized, until the conditions of paragraph .07 are met. Amounts scheduled to be received in the future pursuant to an arrangement for any form of distribution, exploitation, or exhibition should not be recognized as a receivable prior to the time those amounts are presently due or have been recognized as revenue pursuant to paragraph .07, if earlier.

Revenue Recognition—Details

Persuasive Evidence of an Arrangement

.09 Persuasive evidence of a licensing arrangement is provided solely by a contract or other legally enforceable documentation that sets forth, at a minimum, the license period, the film or films affected, the rights transferred, and the consideration to be exchanged. An entity should not recognize revenue if factors raise significant doubt as to the obligation or ability of either party to perform under the terms of an arrangement.

.10 An entity should have forms of verifiable evidence, such as a contract, a purchase order, or an online authorization, to document the mutual understanding of an arrangement. That evidence should include correspondence received from the customer that details the mutual understanding of the arrangement between the customer and the entity, or evidence that the customer has acted in accordance with such arrangement.

Delivery

.11 In a licensing arrangement that requires the physical delivery of a product to a customer, an entity should not recognize revenue until such delivery is complete. If a licensing arrangement is silent about delivery, physical delivery is required in order to recognize revenue.

.12 Certain licensing arrangements may not require immediate or direct physical delivery of a film to a customer. In lieu of immediate delivery, an arrangement may provide the customer with immediate and unconditional access to a film print held by the entity or authorization for the customer to order a film laboratory to make the film immediately and unconditionally available for the customer's use (a lab access letter). In such cases, if the film is complete and available for immediate delivery, the entity has met the conditions of paragraph .07(b).

.13 If a licensing arrangement requires an entity to make significant changes to a film after its initial availability to a customer, the arrangement does not meet the delivery condition in paragraph .07(b). In such instances, the entity should not recognize revenue until it makes those significant changes and meets all of the conditions of paragraph .07. Significant changes are defined as those changes that are additive to a film; that is, an arrangement requires an entity to create new or additional content after the film is initially available to the customer. For example, reshooting a scene or creating additional special effects are significant changes. Mere insertion or addition of preexisting film footage, addition of dubbing or subtitles (which by definition is done to existing footage), removal of offensive language, reformatting a film to fit a broadcaster's screen dimensions, and adjustments to allow for the insertion of commercials are all examples of changes to a film that are not significant and do not preclude revenue recognition prior to their completion. The costs incurred for significant changes should be added to **film costs** and subsequently charged to expense when an entity recognizes the related revenue; the costs expected to be incurred for insignificant changes should be accrued and charged to expense if an entity begins to recognize revenue from the arrangement before incurring those costs.

Availability

.14 Certain arrangements restrict a customer from beginning its initial exploitation, exhibition, or sale of a film. For example, the imposition of a street

date (the initial date when home video products may be sold or displayed for rental) defines the period in time when a customer's exploitation rights begin. In such instances, an entity should not recognize related revenue until the restriction has expired. Additionally, if conflicting agreements impose restrictions on the initial exploitation, exhibition, or sale of a film by a customer in a particular territory or market, an entity should not recognize revenue until the restrictions lapse and it meets all of the other conditions of paragraph .07.

Fixed or Determinable Fee

.15 *Flat Fees.* If a licensing arrangement covering a single film provides that an entity will receive a flat fee, then the amount of that fee is considered fixed and determinable. In such instances, the entity should recognize the entire amount of the license fee as revenue when it has met all of the other conditions of paragraph .07.

.16 If a licensing arrangement provides for a flat fee payable with respect to multiple films (including films not yet produced or completed), an entity should allocate the amount of the fee to each individual film, by market and territory based on relative fair values of the rights to exploit each film under the licensing arrangement. An entity should base the allocations to a film or films not yet produced or completed on the amounts refundable if the entity does not ultimately complete and deliver the films to the customer. The entity should allocate the remaining flat fee to completed films based on the relative fair values of the rights to exploit those films pursuant to the licensing arrangement. Once made, those allocations should not be subject to later adjustment. An entity should recognize amounts allocated to individual films as revenue when it meets all of the conditions of paragraph .07 with respect to each individual film by market and territory. If an entity cannot determine relative fair values of the rights to exploit those films, then the fee is not fixed or determinable and the entity should not recognize revenue until it can make such a determination and it meets all of the conditions of paragraph .07.

.17 Paragraph 7 of FASB Statement No. 121, *Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of*,^{*} provides a hierarchy of methods for determining fair value. Because quoted market prices (the most preferred method) are usually not available, an entity should estimate the fair value of the rights to exploit an individual film that is part of a multiple film arrangement (as discussed in paragraph .16) by using the best information available in the circumstances with the objective of measuring the amount the entity believes it would have received had it entered into a license arrangement that grants the same rights to the film separately rather than as part of the multiple film arrangement. A discounted cash flows model is often used to estimate fair value. Paragraphs 39 to 71 of FASB Statement of Financial Accounting Concepts No. 7, *Using Cash Flow Information and Present Value in Accounting Measurements*, provide guidance on the traditional and expected cash flow approaches to present value measurements. An entity's estimates of cash flows used in determining the fair value of the rights to exploit an individual film that is part of a multiple film arrangement should be consistent with the rights granted for that film under the multiple film arrangement (for example, the length of the license period, and any limitations on the method, timing, or frequency of exploitation).

.18 *Variable Fees.* An entity's arrangement fee may be based on a percentage or share of a customer's revenue from the exhibition or other exploitation

^{*} FASB Statement No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets*, supersedes FASB Statement No. 121. [Footnote added, October 2002, to reflect conforming changes necessary due to the issuance of FASB Statement No. 144.]

of a film. In such instances, and when the entity meets all of the conditions of paragraph .07, the entity should recognize revenue as the customer exhibits or exploits the film.

.19 Nonrefundable Minimum Guarantees. In certain licensing arrangements that provide for variable fees, a customer guarantees and pays or agrees to pay an entity a nonrefundable minimum amount that is applied against the variable fees on a film or films that are not **cross-collateralized**. In such arrangements, the amount of the nonrefundable minimum guarantee is considered fixed and determinable, and the entity should recognize the minimum guarantee as revenue when it has met all of the other conditions of paragraph .07.

.20 If a licensing arrangement provides for a nonrefundable minimum guarantee that is applied against variable fees from a group of films on a cross-collateralized basis, the amount of the minimum guarantee applicable to each film cannot be objectively determined. Consequently, the entity should recognize revenue in such arrangements in accordance with the provisions of paragraph .18. If, at the end of the license period, a portion of the nonrefundable minimum guarantee remains unearned, an entity should recognize the remaining guarantee as revenue by allocating it to the individual films based on their relative performance under the arrangement.

Barter Revenue

.21 An entity sometimes licenses programming to television stations in exchange for a specified amount of advertising time on those stations. These exchanges qualify as nonmonetary exchanges and an entity should account for these kinds of exchanges in accordance with Accounting Principles Board Opinion (APB) No. 29, *Accounting for Nonmonetary Exchanges*, as interpreted by EITF Issue No. 93-11, "Accounting for Barter Transactions Involving Barter Credits."

Modifications of Arrangements

.22 If, at any time during a licensing arrangement, an entity and its customer agree to extend an existing arrangement (and all of the provisions in paragraph .07 are met), the accounting for the consideration received for the extension depends on whether the consideration is a flat fee or a variable fee. If the consideration is a flat fee, the entity should account for the consideration upon the execution of the extension in accordance with the provisions of paragraphs .15 and .16 of this SOP. If the consideration is a variable fee, the entity should follow the guidance set forth in paragraph .18. If the consideration is a minimum guarantee, the entity should follow the guidance set forth in paragraphs .19 and .20.

.23 If, at any time during a licensing arrangement, the parties agree to change the provisions of the licensing arrangement, other than by extending the license period (as discussed in paragraph .22), the entity should consider the revised arrangement as a new arrangement and account for it in accordance with the provisions of this SOP. At the time the old arrangement is terminated, the entity should accrue and expense associated costs or reverse previously reported revenue for refunds and concessions (an example of which is agreeing to a below market rate license fee), to terminate the old arrangement. For example, if an original arrangement was a fixed fee and the new arrangement is a smaller fixed fee with a variable component, the entity should reduce revenue for the current period for the excess of the original fixed fee previously reported as revenue over the new fixed fee and earned variable component to date. It should also adjust accumulated film cost amortization and accrued participation costs attributable to that excess. In addition, the entity should account for the new arrangement fee in accordance with this SOP.

Returns and Price Concessions

.24 The contract provisions of an arrangement and an entity's policies and past actions related to granting concessions or accepting product returns can determine whether a fee is fixed or determinable. For an arrangement that includes a right-of-return provision or if an entity's past practices allow for returns, an entity must meet all of the conditions in FASB Statement No. 48, *Revenue Recognition When Right of Return Exists*, in order for it to recognize revenue. Those conditions include a requirement that the entity can reasonably estimate the amount of future returns.

.25 An example of how contractual provisions or an entity's customary business practices related to granting price concessions can affect the determination of revenue recognition is as follows. In the home video business, customers may be granted price concessions on previously purchased and unsold product if an entity subsequently reduces its wholesale prices (commonly referred to as price protection). In such cases, an entity should provide appropriate allowances at the date of revenue recognition. If an entity is unable to reasonably and reliably estimate future price concessions, or if significant uncertainties exist regarding an entity's ability to maintain its prices, the corresponding revenue is not fixed or determinable. Consequently, the entity should not recognize revenue until it can make reasonable and reliable estimates of the effects of future price changes.

Licensing of Film-Related Products

.26 An entity should not recognize revenue from licensing arrangements to market film-related products until it releases the corresponding film.

Present Value

.27 Revenue recognized in connection with a licensing arrangement should represent the present value of the license fee as of the date that an entity first recognizes the revenue, computed in accordance with APB Opinion 21, *Interest on Receivables and Payables*.

Costs and Expenses

.28 The costs of producing a film and bringing that film to market consist of film costs, **participation costs**, **exploitation costs**, and manufacturing costs.

Film Costs—Capitalization

.29 An entity should report film costs as a separate asset on its balance sheet. An entity should account for interest costs related to the production of a film in accordance with the provisions in FASB Statement No. 34, *Capitalization of Interest Cost*.

.30 Production overhead, a component of film costs, includes allocable costs of individuals or departments with exclusive or significant responsibility for the production of films. Production overhead should not include administrative and general expenses, the costs of certain overall deals, as discussed in paragraph .31, or charges for losses on properties sold or abandoned, as discussed in paragraph .32.

.31 An entity may enter into an arrangement known as an *overall deal*, whereby it compensates a producer or other creative individual for the exclusive

or preferential use of that party's creative services. An entity should charge the costs of overall deals that cannot be identified with specific projects to expense as they are incurred over the related period of time. An entity should record a reasonable proportion of costs of overall deals as specific project film costs to the extent those costs are directly related to the acquisition, adaptation, or development of specific projects. If related to properties as discussed in paragraph .32, an entity should include such amounts in the cost of properties subject to the periodic review. An entity should not allocate to specific project film costs amounts that it had previously expensed.

.32 Film costs ordinarily include expenditures for properties (such as film rights to books or stage plays, or original screenplays) that generally must be adapted to serve as the basis for the production of a particular film. An entity will add the cost of adaptation or development to the cost of the particular property. An entity should periodically review properties in development to determine whether they will ultimately be used in the production of a film. When an entity determines that a property will not be used (disposed of), it should recognize any loss by a charge to the income statement. It should be presumed that an entity will dispose of a property (whether by sale or abandonment) if it has not been **set for production** within three years from the time of the first capitalized transaction. An entity should measure the loss as the amount by which the carrying amount of the project exceeds its fair value. Amounts written off should not be subsequently reestablished as assets. Unless management, having the authority to approve the action, has committed to a plan to sell such property, the rebuttable presumption is that the entity will abandon the property and, as such, its fair value should be zero.

.33 For an episodic television series, the following additional guidance for film costs applies. Ultimate revenue for an episodic television series can include estimates from the initial market and secondary markets, as discussed in paragraph .39(b).² Until an entity can establish estimates of secondary market revenue in accordance with paragraph .39(b), capitalized costs for each episode produced should not exceed an amount equal to the amount of revenue contracted for that episode. An entity should expense as incurred film costs in excess of this limitation on an episode-by-episode basis, and an entity should not restore such amounts as film cost assets in subsequent periods. An entity should expense all capitalized costs (including set costs) for each episode as it recognizes the related revenue for each episode. Once an entity can establish estimates of secondary market revenue in accordance with paragraph .39(b), the entity should capitalize subsequent film costs. An entity should amortize such capitalized film costs in accordance with the provisions in paragraphs .34 through .37, and it should evaluate such costs for impairment in accordance with paragraph .44.

Film Costs Amortization; Participation Cost Accruals

.34 An entity should amortize film costs and accrue (expense) participation costs using the individual-film-forecast-computation method, which amortizes or accrues (expenses) such costs in the same ratio that current period actual revenue (numerator) bears to estimated remaining unrecognized ultimate revenue as of the beginning of the current fiscal year (denominator). That is, (a) unamortized film costs as of the beginning of the current fiscal year are

² In this context, *initial market* is the first market of exploitation in each territory, whether that market is a broadcast or cable television network, first-run syndication, or other. *Secondary markets* are any markets other than the initial market.

multiplied by the individual-film-forecast-computation method fraction and (b) unaccrued (that is, not yet expensed) ultimate participation costs at the beginning of the current fiscal year are multiplied by the individual-film-forecast-computation method fraction. In this way, in the absence of changes in estimates, film costs are amortized and participation costs are accrued (expensed) in a manner that yields a constant rate of profit over the ultimate period, as described in paragraph .39(a), for each film before exploitation costs, manufacturing costs, and other period expenses. An entity should accrue a liability for participation costs only if it is probable that there will be a sacrifice of assets to settle its obligation under the terms of the participation agreement. At each balance sheet date, accrued participation costs should not be less than the amounts that an entity is obligated to pay as of that date. An entity should begin amortization of capitalized film costs and accrual (expensing) of participation costs when a film is released and it begins to recognize revenue from that film.

.35 In the absence of revenue from third parties that is directly related to the exhibition or exploitation of a film, an entity should make a reasonably reliable estimate of the portion of unamortized film costs that is representative of the utilization of the film in that exhibition or exploitation. An entity should expense such amounts as it exhibits or exploits the film. (For example, a cable entity that does not accept advertising on its cable channel may produce a film and show it on that channel. In this example, the cable entity receives subscription fees from third parties that are not directly related to a particular film.) Consistent with the underlying premise of the individual film-forecast-computation method, all revenue should bear a representative amount of the amortization of film costs during the ultimates period.

.36 As a result of uncertainties in the estimating process, actual results may vary from estimates. An entity should review and revise estimates of ultimate revenue and participation costs as of each reporting date to reflect the most current available information. If estimates are revised, an entity should determine a new denominator that includes only the ultimate revenue from the beginning of the fiscal year of change (that is, ultimate revenue changes are treated prospectively as of the beginning of the fiscal year of change). The numerator (revenue for the current fiscal year) is unaffected by the change. An entity should apply the revised fraction to the net carrying amount of unamortized film costs and to the film's unaccrued (that is, not yet expensed) ultimate participation costs as of the beginning of the fiscal year, and the difference between expenses determined using the new estimates and any amounts previously expensed during that fiscal year should be charged or credited to the income statement in the period (for example, the quarter) during which the estimates are revised.

.37 Multiple seasons of an episodic television series that meets the conditions of paragraph .39(b) to include estimated secondary market revenue in ultimate revenue is considered to be a single product, with multiple seasons of the series combined for purposes of applying the individual film-forecast-computation method.

Ultimate Revenue

.38 Ultimate revenue to be included in the denominator of the individual-film-forecast-computation method fraction should include estimates of revenue that is expected to be recognized by an entity from the exploitation, exhibition, and sale of a film in all markets and territories, subject to the limitations set forth in paragraph .39.

.39 Ultimate revenue should be limited by the following.

- a. For films other than episodic television series, ultimate revenue should include estimates over a period not to exceed ten years following the date of the film's initial release. For episodic television series, ultimate revenue should include estimates of revenue over a period not to exceed ten years from the date of delivery of the first episode or, if still in production, five years from the date of delivery of the most recent episode, if later. For previously released films acquired as part of a film library, ultimate revenue should include estimates over a period not to exceed twenty years from the date of acquisition. For purposes of this SOP, an entity should categorize as part of a film library only those individual films whose initial release dates were at least three years prior to the acquisition date.
- b. For episodic television series, ultimate revenue should include estimates of secondary market revenue (that is, revenue from markets other than the initial market) for produced episodes only if an entity can demonstrate through its experience or industry norms that the number of episodes already produced, plus those for which a **firm commitment** exists and the entity expects to deliver, can be licensed successfully in the secondary market.
- c. Ultimate revenue should include estimates of revenue from a market or territory only if persuasive evidence exists that such revenue will occur, or if an entity can demonstrate a history of earning such revenue in that market or territory. Ultimate revenue should include estimates of revenue from newly developing territories only if an existing arrangement provides persuasive evidence that an entity will realize such amounts.
- d. Ultimate revenue should include estimates of revenue from licensing arrangements with third parties to market film-related products only if persuasive evidence exists that such revenue from that arrangement will occur for that particular film (such as a signed contract to receive a nonrefundable minimum guarantee or a nonrefundable advance) or if an entity can demonstrate a history of earning such revenue from that form of arrangement.
- e. Ultimate revenue should include estimates of the portion of the wholesale or retail revenue from an entity's sale of peripheral items (such as toys and apparel) that is attributable to the exploitation of themes, characters, or other contents related to a particular film only if the entity can demonstrate a history of earning such revenue from that form of exploitation in similar kinds of films. For example, an entity may conclude that the portion of revenue from the sale of peripheral items that it should include in ultimate revenue is an estimate of what would be earned by the entity if rights for such form of exploitation had been granted under licensing arrangements with third parties. Ultimate revenue should not, however, include estimates of the entire amount of wholesale or retail revenue from an entity's sale of peripheral items.
- f. Ultimate revenue should not include estimates of revenue from unproven or undeveloped technologies.
- g. Ultimate revenue should not include estimates of wholesale promotion or advertising reimbursements to be received from third parties; an entity should offset such amounts against exploitation costs.

- h. Ultimate revenue should not include estimates of amounts related to the sale of film rights for periods after those identified in paragraph .39(a).

.40 An entity should not discount ultimate revenue to its present value except as required by the provisions in paragraph .27. All foreign currency estimates of future revenues should be based on current spot rates. Ultimate revenue should not include amounts representing projections for future inflation.

Ultimate Participation Costs

.41 Estimates of unaccrued (that is, not yet expensed) ultimate participation costs are used in the individual-film-forecast-computation method to arrive at current period participation cost expense. Such costs should be determined using assumptions that are consistent with an entity's estimates of film costs, exploitation costs, and ultimate revenue, as limited by the provisions in paragraph .39. If, at any balance sheet date, the recognized participation costs liability exceeds the estimated unpaid ultimate participation costs for an individual film, the excess liability should be reduced with an offsetting credit to unamortized film costs. To the extent that an excess liability exceeds unamortized film costs for that film, it should be credited to income.

.42 A film may continue to generate revenue after its film costs are fully amortized. When revenue is recorded on fully amortized films, an entity should accrue associated participation costs as that revenue is recognized.

Film Costs Valuation

.43 The following are examples of events or changes in circumstances that indicate that an entity should assess whether the fair value of a film (whether completed or not) is less than its unamortized film costs.

- a. An adverse change in the expected performance of a film prior to release
- b. Actual costs substantially in excess of budgeted costs
- c. Substantial delays in completion or release schedules
- d. Changes in release plans, such as a reduction in the initial release pattern
- e. Insufficient funding or resources to complete the film and to market it effectively
- f. Actual performance subsequent to release fails to meet that which had been expected prior to release

.44 If an event or change in circumstance indicates that an entity should assess whether the fair value of a film is less than its unamortized film costs, the entity should determine the fair value of the film (the determination of which is affected by estimated future exploitation costs still to be incurred) and write off to the income statement the amount by which the unamortized capitalized costs exceeds the film's fair value. Exploitation costs incurred after such a write-off should be accounted for in accordance with the provisions of paragraph .49. An entity should treat the reduced amount of capitalized film costs that have been written down to fair value at the close of an annual fiscal period as the cost for subsequent accounting purposes, and an entity should not subsequently restore any amounts previously written off.

.45 As discussed in paragraph .17, a discounted cash flows model is often used to estimate fair value. If applicable, future cash flows based on the terms of any existing contractual arrangements, including cash flows over existing license periods without consideration of the limitations set forth in paragraph .39, should be included. An entity should consider the following factors, among others, in estimating future cash inflows for a film: (a) if previously released, the film's performance in prior markets, (b) the public's perception of the film's story, cast, director, or producer, (c) historical results of similar films, (d) historical results of the cast, director, or producer on prior films, and (e) running time of the film. In determining a film's fair value, it is also necessary to consider those cash outflows necessary to generate the film's cash inflows. Therefore, an entity should incorporate, if applicable, its estimates of future costs to complete a film, future exploitation and participation costs, or other necessary cash outflows in its determination of fair value when using a discounted cash flows model.

.46 When using the traditional discounted cash flow approach to estimate the fair value of a film, the relevant future cash inflows and outflows should represent the entity's estimate of the most likely cash flows. When determining the fair value of a film using the expected cash flows approach, all possible relevant future cash inflows and outflows should be probability weighted by period and the estimated mean or average by period should be used.

.47 When determining the fair value of a film using a traditional discounted cash flow approach, the discount rate(s) should not be an entity's incremental borrowing rate(s), liability settlement rate(s), or weighted average cost of capital as those rates typically do not reflect the risks associated with a particular film. The discount rate(s) should consider the time value of money and the expectations about possible variations in the amount or timing of the most likely cash flows and an element to reflect the price market participants would seek for bearing the uncertainty inherent in such an asset as well as other factors, sometimes unidentifiable, including illiquidity and market imperfections. When determining the fair value of a film using the expected cash flow approach, the discount rate(s) also would consider the time value of money. Because they are reflected in the expected cash flows, there would be no adjustment for possible variations in the amounts or timing of those cash flows. If not reflected in risk-adjusted expected cash flows, an additional element to reflect the price market participants would seek for bearing the uncertainty inherent in such an asset as well as other factors, sometimes unidentifiable, including illiquidity and market imperfections, should be added to the discount rate(s).

Subsequent Events

.48 For films released before or after the date of the balance sheet for which evidence of the possible need for a write-down of unamortized film costs occurs after the date of the balance sheet but before an entity issues its financial statements, a rebuttable presumption exists that the conditions leading to the write-off existed at the date of the balance sheet. In such situations, an entity should adjust its financial statements for the effect of any changes in estimates resulting from the use of the subsequent evidence. An entity can overcome the rebuttable presumption if it can demonstrate that the conditions leading to the write-down did not exist at the date of the balance sheet.

Exploitation Costs

.49 An entity should account for advertising costs in accordance with the provisions of SOP 93-7, *Reporting on Advertising Costs* [section 10,590]. All other exploitation costs, including marketing costs, should be expensed as incurred.

Manufacturing Costs

.50 An entity should charge manufacturing and/or duplication costs of products for sale, such as videocassettes and digital video discs, to expense on a unit-specific basis when the related product revenue is recognized. An entity should, at each balance sheet date, evaluate inventories of such products for net realizable value and obsolescence exposures, with appropriate adjustments recorded as necessary. An entity should charge the cost of theatrical **film prints** to expense over the period benefited.

Presentation and Disclosure

.51 If an entity presents a classified balance sheet, it should classify film costs as noncurrent on the face of the balance sheet. Regardless of whether an entity presents a classified or unclassified balance sheet, it should disclose in the notes to the financial statements the portion of the costs of its completed films that are expected to be amortized during the upcoming operating cycle, which is presumed to be twelve months. An entity should disclose its operating cycle if it is other than twelve months.

.52 An entity should disclose the components of film costs (including released, completed and not released, in production, or in development or preproduction) separately for theatrical films and direct-to-television product.

.53 An entity should disclose the percentage of unamortized film costs for released films, excluding acquired film libraries, that it expects to amortize within three years from the date of the balance sheet. If that percentage is less than 80 percent, an entity should provide additional information, including the period required to reach an amortization level of 80 percent. For acquired film libraries, an entity should disclose the amount of remaining unamortized costs, the method of amortization, and the remaining amortization period.

.54 An entity should disclose the amount of accrued participation liabilities that it expects to pay during the upcoming operating cycle.

.55 An entity should report cash outflows for film costs, participation costs, exploitation costs, and manufacturing costs as operating activities in the statement of cash flows, and it should include the amortization of film costs in the reconciliation of net income to net cash flows from operating activities.

.56 An entity should disclose its methods of accounting for revenue, film costs, participation costs, and exploitation costs.

.57 In accordance with paragraph 33 of APB Opinion 20, *Accounting Changes*, and paragraph 26 of APB Opinion 28, *Interim Financial Reporting*, an entity should disclose the effect on income before extraordinary items, net income, and related per share amounts of the current fiscal period for a change in estimate that affects several future periods.

.58 An entity should disclose events occurring subsequent to the date of the balance sheet that do not require an adjustment to the financial statements but that are of such a nature that disclosure of them is required to keep the financial statements from being misleading.

Amendment to Other Guidance

.59 This amends SOP 93-7 [section 10,590]. The following footnote is added to "FASB Statement No. 53" in the Appendix of SOP 93-7 [section 10,590.81].

In 2000, the FASB rescinded FASB Statement No. 53 and AcSEC issued SOP 00-2, Accounting by Producers or Distributors of Films. The provisions of SOP 93-7 apply to entities within the scope of SOP 00-2.

Effective Date and Transition

.60 This SOP is effective for financial statements for fiscal years beginning after December 15, 2000. Earlier application is encouraged. The cumulative effect of changes in accounting principles caused by adopting the provisions of this SOP should be included in the determination of net income in conformity with paragraph 20 of APB Opinion 20. Disclosure of pro forma effects of retroactive application (APB Opinion 20, paragraph 21) is not required. An entity should not restate previously issued annual financial statements.

**The provisions of this Statement need
not be applied to immaterial items.**

Basis for Conclusions

Scope

.61 This SOP applies to all kinds of films, including an episodic television series. However, as a result of the unique nature of an episodic television series, AcSEC decided to provide additional guidance in this area. In response to some respondents to the exposure draft of the SOP, AcSEC reorganized the SOP to clearly distinguish between the accounting requirements for all kinds of films and the additional guidance for an episodic television series. The requirements of this SOP do not apply to transactions or activities within the scope of other authoritative literature listed in paragraph .05. The requirements of this SOP apply to films exploited by the entity directly, or licensed or sold to others. AcSEC observed that even though an entity may be considered to be primarily a film enterprise, it is still subject to generally accepted accounting principles (GAAP) besides those addressed in this SOP, for example, when involved with a transaction for the licensing of record masters, software development, and so forth.

Revenue Recognition

Basic Principles

.62 The basic standard for revenue recognition is set forth in paragraph 83 of FASB Concepts Statement No. 5, *Recognition and Measurement in Financial Statements of Business Enterprises*, which provides that "[revenue] recognition involves consideration of two factors, (a) being realized or realizable and (b) being earned, with sometimes one and sometimes the other being the more important consideration."

.63 **Exclusivity and Substantially All.** Paragraph 7 of the exposure draft proposed that, in addition to the conditions in paragraph 6 of that exposure draft, a licensing arrangement should transfer substantially all of the

benefits and risks incident to ownership of a film on an exclusive basis for an individual market and territory in order for an entity to account for the transaction as a sale, and thus recognize revenue immediately. AcSEC based that concept on FASB Statement No. 13, *Accounting for Leases*, as it relates to the timing of revenue recognition when distinguishing between sales-type leases and operating leases. Therefore, under paragraph 7 of the exposure draft, an entity would have recognized revenue from a nonexclusive arrangement in a manner similar to an operating lease.

.64 Based on the arguments presented in the comment letters to the exposure draft, AcSEC decided that exclusivity should not be one of the conditions for revenue recognition in the film industry. AcSEC acknowledges that, under an exclusivity arrangement, the value of a film license to a customer has two major components: (a) the customer's right to use the film (in accordance with the license arrangement) and (b) the customer's right to use the film exclusively in a particular market and territory (which thereby restricts the entity's right to license the film to other customers). Therefore, for an exclusive license arrangement, AcSEC considered requiring bifurcation of the total license fee between the two major components. Under that scenario, an entity would recognize revenue from the fees allocated to the first component in accordance with the conditions of paragraph 6 of the exposure draft and it would recognize revenue on the fees allocated to the second component ratably over the license period.

.65 AcSEC rejected the bifurcation approach primarily because it believes that the approach is not operational. Also, AcSEC agrees with many of the respondents to the exposure draft who noted that the "substantially all" condition of paragraph 7 was subjective and, if kept as a revenue recognition condition, could lead to diversity in practice. AcSEC concluded that the approach proposed in the exposure draft was not operational.

.66 AcSEC also acknowledges the arguments made by some respondents to the exposure draft who noted that exclusivity, even though it may be part of licensing arrangements, is becoming less meaningful as entities are exploiting films concurrently in the same territories through various marketing approaches, such as pay-per-view and home video.

.67 A number of respondents to the exposure draft and AcSEC believe that if paragraph 7 of the exposure draft was maintained, AcSEC would need to more narrowly define *market* and *territory* to ensure comparability in financial reporting. Ultimately, AcSEC needed to choose between (a) attempting to provide restrictive definitions, which could lead to less desirable revenue recognition in certain circumstances, or (b) removing the requirements of paragraph 7 of the exposure draft, which would result in earlier but more consistent revenue recognition within and between entities. AcSEC believes that it cannot and should not define those terms narrowly. AcSEC believes that the definitions of market and territory should be sufficiently flexible to allow each entity to designate its markets and territories based on the way it conducts business. Accordingly, AcSEC decided not to include the provisions of paragraph 7 of the exposure draft in this SOP.

.68 Customer Acceptance. Some respondents to the exposure draft believe that customer acceptance of a film should be an explicit condition of revenue recognition. Those respondents believe that this SOP should be consistent with paragraph 20 of SOP 97-2 [section 10,700.20]. AcSEC appreciates the arguments of those who desire complete consistency with the revenue recognition criteria of SOP 97-2 [section 10,700]. However, because of the rapid

technological changes of software, and for other reasons, AcSEC believes that the differences between licensing arrangements of software and films may be significant and could result in different conclusions on revenue recognition. SOP 97-2 [section 10,700] addresses software arrangement under which customer acceptance is most often evidenced by physical delivery. In the film industry, physical delivery may often not occur until well after the point at which the customer's license period begins and the film is complete and available for immediate and unconditional delivery at the customer's request. Therefore, AcSEC concluded that the customer acceptance condition of this SOP should not be identical to that of SOP 97-2 [section 10,700]. AcSEC believes that the delivery conditions set out in paragraphs .11 through .14 of this SOP adequately address the issue of customer acceptance.

.69 Sales and Licensing. Paragraph .07 of the SOP provides the revenue recognition conditions for a sale or licensing arrangement. Though most of the SOP provides guidance on what is commonly understood in the film industry as licensing arrangements, the conditions of paragraph .07 also apply to an entity's outright sale of its rights to a film. If the price from the sale of a film includes a variable element (as opposed to a fixed fee sale), AcSEC acknowledges that the application of the individual-film-forecast-computation method results in recognizing a gain/loss that is different than that calculated using a traditional sales model. However, AcSEC believes that by treating the accounting for an outright sale with a variable element similar to that of a license arrangement with a variable element, the SOP will help prevent diversity in practice because entities (a) will have no accounting reason to structure transactions as sales versus licenses and (b) will not have to determine which license arrangements are in-substance sales.

Persuasive Evidence of an Arrangement

.70 AcSEC understands that practice in the film industry varies regarding the use of contracts for the purpose of documenting license arrangements. Though licensing arrangements are normally documented by contracts, AcSEC understands that sales or exploitation arrangements in certain sectors of the industry are evidenced by documentation other than a contract. For example, customer orders in direct home video distribution are normally evidenced by written or on-line purchase orders. AcSEC believes that such documentation is sufficient to provide persuasive evidence of an arrangement. Accordingly, AcSEC concluded that documentation other than a contract can be sufficient evidence of an arrangement.

Delivery

.71 AcSEC believes that, for most product sales and licenses, an entity should not recognize revenue until it delivers the product to the customer. Recognition of revenue on delivery is consistent with paragraphs 83(b) and 84 of FASB Concepts Statement No. 5. Paragraph 83(b) provides the following guidance for recognition of revenue.

Revenues are not recognized until earned. An entity's revenue-earning activities involve *delivering* or producing goods, rendering services, or other activities that constitute its ongoing major or central operations, and revenues are considered to have been earned when the entity has substantially accomplished what it must do to be entitled to the benefits represented by the revenues.
[Footnote omitted] [Emphasis added]

Paragraph 84 states that in recognizing revenues and gains:

The two conditions [for revenue recognition] (being realized or realizable and being earned) are usually met by the time product or merchandise is delivered...to customers, and revenues...are commonly recognized at time of sale (usually meaning *delivery*). [Emphasis added]

.72 As discussed in paragraph .12 of this SOP, rather than requiring immediate or direct delivery of a film print to a customer, certain licensing arrangements in the film industry require only that an entity grant the customer immediate and unconditional access to the film. Once an entity provides access, the licensing arrangement obligates the customer to pay for the film regardless of whether the customer requests or receives the film. AcSEC believes that when an entity makes a completed film available to a customer, it “has substantially accomplished what it must do to be entitled to the benefits represented by the revenues” (as required by paragraph 83(b) of FASB Concepts Statement No. 5). In such arrangements, not physically delivering the film (often as a result of a customer not requesting the film even though the license period has begun) is not a factor sufficient to preclude revenue recognition. Therefore, AcSEC believes that an entity has complied with the delivery requirements of this SOP when the entity makes the film available to the customer and meets the other conditions of paragraph .07. Further, AcSEC believes that if the film is at a film laboratory, providing the customer with unconditional and immediate access to the film is a prerequisite for revenue recognition. If an arrangement is silent as to delivery, AcSEC concluded that physical delivery is an inherent requirement of revenue recognition.

.73 Many licensing arrangements require an entity to make changes to a film after it makes the film available to a customer. AcSEC considered the question of when changes that are required after a film’s initial availability should preclude an entity from recognizing revenue on a film. AcSEC understands that an entity will make the changes often at a time requested by the customer, which may or may not be immediately after a film is initially available to the customer. The exposure draft stated, and AcSEC continues to believe, that an obligation to make significant changes to a film after its initial availability to a customer precludes the entity from recognizing revenue on the film until the entity completes those significant changes (and it meets the other conditions of paragraph .07).

.74 Based on comment letters received on the exposure draft, AcSEC clarified its definition of significant changes to a film after its initial availability to a customer. AcSEC believes that changes to a film are significant if they are additive; that is, they require the creation of additional content. Changes, such as dubbing and subtitling, are made to existing content and, therefore, they are not significant.

.75 AcSEC believes that an obligation to make insignificant changes to a film after its initial availability to a customer should not preclude revenue recognition if an entity meets all other conditions of paragraph .07 of this SOP. AcSEC believes that an obligation to make insignificant changes does not affect an entity’s having substantially accomplished what it must do to earn revenue. AcSEC believes that SOP 81-1, *Accounting for Performance of Construction-Type and Certain Production-Type Contracts* [section 10,330], supports AcSEC’s position. Paragraph 30 of SOP 81-1 [section 10,330.30] states, “Under the completed-contract method, income is recognized only when a contract is completed or substantially completed.” Paragraph 52 of SOP 81-1 [section 10,330.52] states, “As a general rule, a contract may be regarded as substantially

completed if remaining costs and potential risks are insignificant in amount. The overriding objectives are to maintain consistency in determining when contracts are substantially completed and to avoid arbitrary acceleration or deferral of income.”

Availability

.76 As discussed in paragraph .14, in certain situations, an entity may prohibit a customer from beginning its initial exploitation, exhibition, or sale of a film. One of the more common prohibitions is a “street date” restriction used in connection with the sales or rentals of videocassettes. This occurs when an entity ships videocassettes to a customer on a certain date, but restricts sales prior to the “street date.” Because the customer does not have the ability to exploit, exhibit, or sell the film in such situations, the conditions of paragraph .07(c) are not met. Consequently, an entity should not recognize revenue until the restriction lapses. This initial-use prohibition does not apply to contractual restrictions after the period of exploitation, exhibition, or availability for sale of a film begins (for example, a licensing arrangement that allows a customer to air a film only once per year over the license period).

Fixed or Determinable Fee

.77 Paragraph 83 of FASB Concepts Statement No. 5 reads, in part, “Further guidance for recognition of revenues and gains is intended to provide an acceptable level of assurance of the existence and amounts of revenue and gains before they are recognized.” AcSEC believes that “an acceptable level of assurance” of the amount is attained when the amount of the arrangement fee is fixed or determinable and the other conditions of paragraph .07 are met. If the arrangement fee is based on a percentage of a customer’s revenue, the fee does not become fixed or determinable until the customer’s revenue is earned. Because the customer’s revenue is not earned until the exhibition or other exploitation of the film, AcSEC concluded that a fee that is based on a percentage of the customer’s revenue from a film should not be recognized until the customer’s exhibition or other exploitation of the film.

.78 **Flat Fees.** In paragraph .16 of this SOP, AcSEC concluded that, if a licensing arrangement provides for a flat fee with respect to multiple films, markets, or territories, an entity should allocate the fee to the individual films based on the relative fair value(s) of the rights to exploit the film(s) in the respective markets and territories. AcSEC believes that basing the allocation on relative fair value is consistent with the accounting for multiple element transactions in other industries. For example, paragraph 12 of FASB Statement No. 45, *Accounting for Franchise Fee Revenue*, states the following.

The franchise agreement ordinarily establishes a single initial franchise fee as consideration for the franchise rights and the initial services to be performed by the franchisor. Sometimes, however, the fee also may cover tangible property, such as signs, equipment, inventory, and land and building. In those circumstances, the portion of the fee applicable to the tangible assets shall be based on the fair value of the assets.

.79 The exposure draft stated that an entity should base the allocation on an *entity-specific* and *product-specific* estimate of relative fair values. AcSEC decided to drop that language because those terms do not provide substantive additional guidance on determining fair value. AcSEC believes that the requirement of allocations based on relative fair values is adequate.

.80 Variable Fees. If a licensing arrangement bases an entity's arrangement fee on a percentage or share of a customer's revenue, the entity's fee does not become fixed or determinable until the customer exhibits or exploits the film. Because the customer's revenue is not earned until the exhibition or other exploitation of the film, AcSEC concluded an entity should not recognize revenue that is based on a percentage or share of the customer's revenue from a film until the customer's exhibition or other exploitation of the film (and the entity meets the other conditions of paragraph .07 of this SOP).

.81 Nonrefundable Minimum Guarantees (Not Cross-Collateralized). The exposure draft proposed that an entity should account for licensing arrangements with guaranteed nonrefundable minimum amounts payable against variable fees covering single films or covering multiple films in which the films are not cross-collateralized in a manner similar to how it should account for flat fees. Under that guidance, an entity would have recognized revenue when it met the conditions in both paragraphs 6 and 7 of the exposure draft. AcSEC was concerned about allowing an entity to recognize revenue immediately if, in fact, the entity may have been doing nothing more than financing against future revenue. However, the proposed requirements for revenue recognition in paragraph 7 of the exposure draft alleviated AcSEC's concern. Because AcSEC decided to delete paragraph 7 of the exposure draft in this final SOP, AcSEC believed that it was necessary to revisit the accounting for nonrefundable minimum guarantees.

.82 In its deliberations, AcSEC concluded that an entity should recognize a nonrefundable minimum guarantee fee against a variable fee covering a single film or covering multiple films that are not cross-collateralized as revenue immediately when the entity meets all of the conditions of paragraph .07. AcSEC believes that the conditions of paragraph .07 provide an appropriate model for determining whether an entity should recognize revenue for a nonrefundable minimum guarantee fee. AcSEC believes that such fees are similar to flat fees and flat fees with upside revenue potential, and that an entity should account for each kind of fixed fees similarly.

.83 In its deliberations, AcSEC was concerned about an entity recognizing revenue for a variable fee arrangement based on whether it could or could not secure a nonrefundable minimum guarantee fee. Consequently, AcSEC considered whether the SOP should require that an entity recognize all nonrefundable minimum guarantee fees as revenue ratably over the license period.

.84 If it had required ratable revenue recognition for nonrefundable minimum guarantee fees in arrangements that are not cross-collateralized, AcSEC believes that such a requirement would conflict with how AcSEC views flat fees because the economics of flat or fixed fees and nonrefundable minimum guarantee fees (on a film or films that are not cross-collateralized) are substantially similar. Therefore, AcSEC would have had to reconsider the accounting model for flat fees (and thus the revenue recognition conditions of paragraph .07). AcSEC believes that this reconsideration was not necessary.

.85 AcSEC understands that entities often cannot, in substance, determine the differences between a licensing arrangement with a flat fee plus a variable element (and thus the variable portion is an equity kicker) or a nonrefundable minimum guarantee fee against the variable fee. In fact, there is little, if any, economic difference in those two kinds of arrangements. If the SOP had required an entity to recognize all nonrefundable minimum guarantee fees ratably, AcSEC believes that entities could easily structure arrangements

such that the nonvariable element would instead be a flat fee and recognize the flat fee as revenue immediately (if all of the other conditions of paragraph .07 were met).

.86 In reaching its conclusions on accounting for revenue related to fixed fees or nonrefundable minimum guarantees on a film or films that are not cross-collateralized, AcSEC considered various methods, including applying the guidance applicable to minimum guarantees in FASB Statement No. 50.

.87 In FASB Statement No. 50, a conclusion was reached that licensors should report minimum guarantees as liabilities and recognize revenue as the license fee is earned. AcSEC has been informed that there are differences between minimum guarantees in the film industry and minimum guarantees in the music industry. Minimum guarantees in the music industry generally relate to the rights to distribute the music product of an artist or artists for a specific period of time. Much of this product may not exist at the time the minimum guarantee arrangement is entered into. Minimum guarantees in the film industry may actually represent a sale of rights to exhibit a film in a particular market and territory during the film's useful life in that market and territory with a potential share in the results above some defined amount. These arrangements are used in connection with customers in lieu of actual results reported by the customer, which may be untimely, unreliable, or both. Because of the differences between the industries in the nature of the minimum guarantees and in the circumstances under which they are used, AcSEC concluded that the guidance in FASB Statement No. 50 should not be applied to minimum guarantees in the film industry.

.88 *Nonrefundable Minimum Guarantees (Cross-Collateralized)*. AcSEC believes that the accounting for a nonrefundable minimum guarantee fee on a group of films that are cross-collateralized should be different than that for such a fee on a group of films that are not cross-collateralized. In a cross-collateralized arrangement, the fee paid by a customer is dependent on the performance of *all* of the films in the arrangement. Therefore, the fees are not fixed or determinable with respect to each film in the arrangement until the customer exhibits or exploits all of the films, and an entity should not immediately recognize the entire nonrefundable minimum guarantee fee as revenue because it cannot determine which film will earn revenue until exploitation occurs.

.89 AcSEC concluded that an excess of a nonrefundable minimum guarantee fee over the variable fee recognized in a cross-collateralized arrangement should be recognized as revenue at the end of the license period. AcSEC believes that such an excess is not earned until the period expires, and therefore, it should not be recognized as revenue until the arrangement period ends.

Collectibility

.90 AcSEC concluded that collectibility must be reasonably assured before an entity may recognize revenue. This conclusion is based on paragraph 1 of Chapter 1A of ARB No. 43, *Restatement and Revision of Accounting Research Bulletins*, which states the following.

Profit is deemed to be realized when a sale in the ordinary course of business is effected, unless the circumstances are such that the collection of the sale price is not reasonably assured.

Licensing of Film-Related Products

.91 AcSEC understands that in many arrangements, the release of a film is a requirement in order for the entity to be entitled to fees from its licensing of film-related products. Even if the release of a film is not a legal requirement in order for the entity to be entitled to such fees, AcSEC believes that, because of customer expectations, the entity has an implicit obligation to release the film in order to be entitled to the fees. Therefore, AcSEC concluded that an entity should not recognize revenue on such licensing arrangements until it releases the film. Because fees from licensing of film-related products usually varies directly with the success of a film, the film industry includes such fees in ultimate revenue.

Distribution Arrangements

.92 Some respondents to the exposure draft requested that the SOP address an entity's accounting for co-production and co-financing arrangements with other entities that are beyond "standard" distribution arrangements. Such arrangements are becoming prevalent in the film industry as entities look to share the risks (and thus the rewards) of producing and distributing films. AcSEC believes that such arrangements are not unique to the film industry (for example, real estate, construction, and pharmaceutical industries use co-production and co-financing arrangements), and, therefore, they are beyond the scope of this SOP. AcSEC also believes that the accounting for co-production and co-financing arrangements is based on facts, circumstances, and contractual agreements. For example, a shared arrangement could be any of the following:

- a. A joint venture subject to joint venture accounting
- b. An arrangement that requires one entity to consolidate another entity in its financial statements
- c. A financing arrangement
- d. An arrangement that is not a sale of a copyright but rather a sale of future revenue subject to the accounting requirements of EITF Issue No. 88-18, "Sale of Future Revenues"

This is not to say that an entity has a choice of these methods. The determination of the appropriate method is based on the specific facts and circumstances involved.

Costs and Expenses**Film Costs—Capitalization**

.93 In paragraph .32 of this SOP, AcSEC concluded that, if a property under development has not been set for production within three years from the first capitalized transaction related to that property, it is presumed that the property will be disposed of. AcSEC acknowledges that (a) three years is arbitrary but decided to retain that aspect of current practice and (b) set for production is an intentionally chosen high hurdle to evidence use of a property. AcSEC also concluded that when an entity determines that such property will be disposed of at a loss, that loss should be recognized by a charge to the income statement. AcSEC considered retaining the provision of paragraph 17 of FASB Statement No. 53, wherein the cost of a property not used in production of a film, after being held for three years, be charged to production overhead. AcSEC concluded that this would result in amortizing overhead costs that were neither directly nor indirectly related to a film, and therefore, AcSEC rejected that approach. Additionally, AcSEC decided that in measuring impairment for

capitalized costs of property not set for production within three years of the first capitalized transaction, the rebuttable presumption should be that the property will be disposed of by abandonment (not used) and as such has a fair value of zero. AcSEC concluded that an entity could overcome this presumption only if management, having the authority to approve the action, had committed to a plan to sell such property. AcSEC believes this provision will minimize the risk of reporting, for long periods, capitalized costs that do not have discernible future benefits and enhance comparability within the industry.

Film Costs—Capitalization (Episodic Television Series)

.94 AcSEC concluded that, for an episodic television series that has not yet met the conditions for including secondary market revenue in ultimate revenue, film costs for each episode in excess of contracted for revenue should be expensed immediately. AcSEC understands that entities produce a series knowing that the series will lose money in the early years. Although the success rate of producing a successful series is relatively low, entities are willing to incur such losses because some percentage of episodic television series will become successful and generate significant profits.

.95 What an entity is trying to develop is an episodic television series that will generate revenue from secondary markets. In order for it to become feasible to obtain secondary market revenue from a television series, an entity must produce a minimum number of episodes. Because many contracts between an entity and the initial exhibitor (for example, a network) result in the entity receiving less in fees than the costs necessary to develop the series, AcSEC views the arrangement as a partially funded research and development effort to “create” a series that will gain public acceptance.

.96 However, given the uncertainty of the potential for secondary markets in the early years of a series, AcSEC believes that it is inappropriate for an entity to report, as an asset, film costs for each episode in excess of revenue contracted for that episode. AcSEC believes that this uncertainty exists until an entity meets the conditions of paragraph .39(b).

.97 AcSEC considered and rejected requiring entities to recognize the total loss expected for the number of episodes that the entity expects to deliver under a contract. AcSEC considered paragraph 8 of FASB Statement No. 5, which requires accrual of a loss contingency if (a) information available prior to issuance of the financial statements indicates that it is probable that an asset has been impaired or a liability has been incurred at the date of the financial statements, and (b) the amount of the loss can be reasonably estimated. AcSEC understands that, although the terms of contractual arrangements between a television network and an entity in the film industry for delivery of an episodic television series may be binding and noncancellable in form, in practice these contracts often are amended or canceled in the initial years of the series. If a series does not achieve ratings success quickly, the network may wish to cancel the series notwithstanding previously established contractual arrangements. Also, because producers normally incur losses while producing episodes in the early years, it is often in their best interests to cancel a series if secondary market exhibition or exploitation is unlikely. As a result of the discussion in this and preceding paragraphs, AcSEC believes that for a new series in development, notwithstanding a contract, the probability criterion of FASB Statement No. 5 has not been met. More important, given its views in paragraph 95 that the development of a series is akin to a partially funded research and development effort, AcSEC concluded that FASB Statement No. 5 accrual criteria and disclosures are not applicable.

.98 Once the criteria for considering secondary market revenue are met and the secondary market revenue is included in ultimate revenue, AcSEC believes that an entity should capitalize all film costs for an episodic product (without regard to initial market revenue limitations on each episode). AcSEC believes that when an entity is in this situation, the uncertainties surrounding whether a series will be successful are sufficiently minimized and, therefore, the probability of the recoverability of any additional film costs above contracted-for-revenue is high enough such that an entity should not immediately expense costs in excess of contracted-for-revenue.

Film Costs Amortization

.99 AcSEC continues to believe that the individual-film-forecast-computation method is the most appropriate method for expensing film costs in the film industry. AcSEC believes that this method best associates the costs of film production with the related revenue earned.

Participation Cost Accruals

.100 The accounting for participation and residual costs (referred to collectively as participation costs) was a complex issue for AcSEC. AcSEC considered various approaches to accounting for these costs.

.101 *One event creates obligation.* The exposure draft proposed that an entity accrue total expected participation costs and report those amounts as film costs and related participation liabilities. That approach was based on AcSEC's belief that participation costs are a form of deferred compensation for individuals who provide services in the production of a film. Deferred compensation ordinarily is accrued in the periods when the recipients provide services. In this view, the generation of revenue is the confirming event that fixes the estimated amount payable, similar to a defined contribution plan that calls for contributions for periods after an individual retires or terminates. In addition, AcSEC concluded in the exposure draft that the proposed accounting for participation costs is consistent with FASB Statement No. 5, because the services provided by the participants under contract represent a past event that gives rise to a liability.

.102 *Two events create obligation.* AcSEC also considered the views of those who believe that two events are needed to recognize a participation liability: (a) the participants' performance, and (b) the film earning the minimum cumulative revenue or profit required to trigger payments to participants. Proponents of this viewpoint believe that, even though the participants' performance has already occurred as the film was created, no participation liabilities will become due unless the film earns the minimum cumulative revenue or profit.

.103 *Current practice.* Further, based on comments made by respondents to the exposure draft, AcSEC considered arguments suggesting that the SOP should maintain current practice, which is similar to how entities in other industries report royalty fees on licensed products. Those comment letters indicated that entities in other industries do not accrue liabilities for the total expected royalty fees they will pay on the products they license, even though they may have completed all of the manufacturing efforts and the total amount to be paid is reliably measurable. Rather, those entities record the royalty expense as a cost of the sale or license as they earn revenue on the products to which the royalties relate. This is a form of the two events liability recognition approach with the second event being earning the revenue from sales of products.

.104 AcSEC believes that the arguments supporting all three approaches have merit and can be supported by analogies to authoritative literature. Deciding the appropriateness of the one versus two event approaches would have had implications beyond the scope of this SOP and, therefore, AcSEC decided to maintain current practice in accounting for participation costs. Current practice requires that, during the ultimates period, an entity should accrue and expense participation costs in each reporting period by multiplying unaccrued (that is, not yet expensed) ultimate participation costs by the ratio of current period actual revenue to estimated remaining unrecognized ultimate revenue as of the beginning of the current fiscal year. The requirement to limit the period of ultimate participation costs to that for ultimate revenue maintains consistency within the SOP. Although the reported liability at any given time differs under the three approaches, AcSEC notes that the income statement results under current practice are not significantly different from the results under the approach proposed in the exposure draft.

.105 AcSEC was also informed that certain users of film entities' financial statements prefer the accrued participation liability under current practice compared to that under the approach prescribed by the exposure draft. Those users indicated that they would factor participation costs assets out of their analyses. AcSEC found this helpful in arriving at its conclusion, as discussed in the previous paragraph.

.106 AcSEC understands that a participation arrangement may require an actor to help promote the release of a film in a particular market or territory. AcSEC believes that such an activity and related costs relate to the exploitation of a film. AcSEC considered and rejected requiring an entity to identify and separate the portion of costs in a participation arrangement that relates to exploitation activities. AcSEC believes that such a requirement is not practicable because overall participation costs are typically not broken down by the specific efforts required of the actor in a participation arrangement. In addition, AcSEC believes that the benefits of separating the costs of the exploitation efforts are minimal.

Changes in Estimates

.107 The exposure draft proposed that an entity account for the effects of changes in estimates of revenue and costs prospectively, starting with the beginning of the period of change. FASB Statement No. 53 required that an entity account for the effects of changes in estimates prospectively, starting with the beginning of the fiscal year of change. Many respondents to the exposure draft favored the FASB Statement No. 53 approach for changes in estimates. They believe (and AcSEC concurs) that the exposure draft's approach would have encouraged entities to make aggressive estimates of ultimate revenue because revised estimates would be accounted for prospectively from the period of change.

.108 This SOP effectively maintains the approach required by FASB Statement No. 53. AcSEC believes that the film industry and users of financial statements find that this approach serves their needs, and AcSEC did not have a compelling reason to change current practice.

.109 AcSEC considered requiring a cumulative effect catch-up adjustment through the income statement, which would have required an entity to go back beyond the fiscal year of change. However, AcSEC rejected this approach primarily because of the expected difficulties of implementing this requirement, for example, the need to track impairment write-downs on a film-by-film basis and adjust previous estimates for those write-downs.

.110 The one exception to the changes in estimate guidance is when the recognized participation costs liability exceeds the estimated unpaid ultimate participation costs for an individual film. Because the individual-film-forecast-computation method does not provide a mechanism to reduce recognized liabilities in such situations, paragraph .41 requires a reduction in the reported participation liability and unamortized film costs under such circumstances. Because of the interaction of this calculation with the amortization of film costs calculation (which is based on estimates), AcSEC concluded that the offset to the reduction in the liability should be first used to reduce unamortized film costs before impacting an entity's income statement.

Ultimate Revenue

.111 In paragraphs .38 and .39 of this SOP, AcSEC reached conclusions that limit the amount of revenue that an entity should include in ultimate revenue. AcSEC concluded that estimated ultimate revenue should include only those revenues that are expected to be recognized within a limited period. In addition, AcSEC concluded that entities should not include certain forms of more speculative revenue in ultimate revenue. AcSEC believes that the guidance in this SOP will help promote comparability among entities within the industry.

.112 AcSEC acknowledges that the ten-year provision is arbitrary and that many films have lives that extend beyond ten years. AcSEC is concerned, however, about diversity that has arisen in the industry with respect to the estimation of ultimate revenue. AcSEC concluded that such a limitation is needed to provide greater comparability within the industry. AcSEC also notes that, in most instances, the significant majority of a film's revenue will have been earned within the ten-year period.

.113 One exception to the ten-year provision is for a successful episodic television series that has been in production for at least five years. In these instances, AcSEC decided that entities should include in ultimate revenue all revenue expected to be recognized through five years from the date of delivery of the most recent episode.

.114 Another exception to the ten-year provision is for acquisitions of previously released films as part of a film library. In many such acquisitions, the ultimate revenue used to assign acquisition cost or value to the films will be generated over periods exceeding ten years. AcSEC believes that in such situations, the same revenue used to value the acquired films should be used to apply the individual-film-forecast-computation method. However, to address concerns similar to those discussed in paragraph .112, AcSEC concluded that it should place a limitation on the revenue that an entity should include in the determination of ultimate revenue. AcSEC has been informed that in applying APB Opinion 16, *Business Combinations*, in the film industry, twenty years is the life most often assigned to a film library.

.115 AcSEC believes that an amortization period longer than ten years for films in a library is appropriate because of the differences between such films and new films exploited individually. In almost all cases, a new film that is exploited individually will earn the vast majority of its revenue within the first few years, followed by a relatively long stream of lower, more level revenue over the remainder of its life. However, a film that is included in a film library has experienced its initial cycle in all markets and, therefore, has entered into the period of more stable, lower level revenue. AcSEC's decision that a film must have had an initial release date at least three years prior to the acquisition date to be included in a film library is arbitrary, but AcSEC believes that its decision will help ensure comparability in practice.

.116 Paragraph 29(d) of the exposure draft proposed that ultimate revenue should exclude all revenue from the manufacture and sale of peripheral items. However, AcSEC decided that the limitations on ultimate revenue should be the same for both sales of peripheral items and licensing arrangements with third parties for peripheral items. Therefore, this SOP requires that an entity include in ultimate revenue the portion of the estimated revenue from the sale of peripheral items that is attributable to the exhibition or exploitation of a particular film.

Film Costs Valuation

.117 In the exposure draft and in this SOP, AcSEC concluded that, for impairment purposes, a long-lived asset model is more consistent with the manner in which an entity will exploit a film than is an inventory model. Revenue may be earned from a film over a long period. Additionally, a film is sold or licensed repeatedly by an entity in different markets and territories (unlike inventory, which is sold once). Therefore, AcSEC concluded that an entity should use the fair value of a film when measuring impairment.

.118 AcSEC decided that an entity's measurement of impairment of a particular film should be triggered by events or circumstances that indicate that the fair value of a film may be less than its carrying amount. AcSEC believes that an entity rarely would get to the step of measuring impairment of a film if the trigger (that is, recognition test) was a comparison of estimated future cash flows (undiscounted and without interest charges) to unamortized film costs. As a result, AcSEC concluded that the approach in this SOP is preferable.

.119 In determining the fair value of a film, AcSEC observed that the underlying premise of the individual-film-forecast-computation method is an entity's ability to reliably estimate future revenues. Therefore, AcSEC observed that the estimates of the most likely future cash inflows used in determining the fair value of a film would include those estimates used in the determination of a film's ultimate revenue in addition to other amounts, as discussed in paragraph .45.

.120 Many respondents to the exposure draft believe that films should not follow a long-lived asset model. They believe that the majority of film costs are amortized within the first few years of a film's life.

.121 Respondents favoring an alternative model believe that a film entity is in business to produce and license films, and that, films "are held for sale in the ordinary course of business," as discussed in paragraph 2 of chapter 4 of Accounting Research Bulletin (ARB) No. 43, *Restatement and Revision of Accounting Research Bulletins*.

.122 AcSEC believes that the arguments for both models have merit. AcSEC is less concerned with choosing an asset model for films than it is with ensuring that users of financial statements receive relevant information. AcSEC believes that users want and need film entities to report (a) the portion of film costs that will be amortized in the next operating cycle and (b) film costs, participation costs, exploitation costs, and manufacturing costs as cash flows from operating activities rather than from investing activities. Accordingly, this SOP requires entities to report the information that AcSEC believes users need. AcSEC also believes that the required treatment of cash flows is consistent with paragraphs 86 and 87 of FASB Statement No. 95, *Statement of Cash Flows*.

Exploitation Costs

.123 In the exposure draft, AcSEC noted that the film industry's pattern of incurring exploitation costs differs significantly from the pattern in other industries. A high proportion (perhaps as much as 80 percent) of the total lifetime exploitation costs incurred by an entity with respect to a film is incurred in connection with the release of a film into domestic and international theatrical markets. An entity will incur the most significant amount of expenditures on or before the first weekend to "open" the film domestically.

.124 The exposure draft discussed many different accounting alternatives for exploitation costs and presented AcSEC's original position on each alternative. Those arguments are not restated in this SOP; rather, this basis for conclusions addresses why AcSEC ultimately decided that an entity should account for exploitation costs in accordance with the provisions of SOP 93-7 [section 10,590] and why AcSEC changed its position from the exposure draft (which was that only initial theatrical exploitation costs would be capitalized and amortized over a period not to exceed three months; all other exploitation costs would be expensed as incurred).

.125 When SOP 93-7 [section 10,590] was issued, film entities were excluded from its scope because the SOP could not change the provisions in FASB Statement No. 53 (which falls into level a in the hierarchy of GAAP, as discussed in Statement on Auditing Standards (SAS) No. 69, *The Meaning of Present Fairly in Conformity With Generally Accepted Accounting Principles*). However, because the FASB will rescind FASB Statement No. 53 upon the effective date of this SOP, AcSEC was able to debate whether SOP 93-7 [section 10,590] should apply to films.

.126 The accounting for exploitation costs was a difficult issue for AcSEC. AcSEC believes that the accounting proposed in the exposure draft has merit. However, AcSEC's position in the exposure draft was a compromise between parties that preferred (a) capitalization and amortization of exploitation costs for all markets and territories, (b) amortization periods longer than three months, (c) capitalization and expensing at first showing of a film, or (d) inclusion of film entities in the scope of SOP 93-7 [section 10,590].

.127 Based on its review of the comment letters, AcSEC took a fresh look at its position in the exposure draft. Some respondents, including a number of producers of films, stated that the SOP should require that entities expense exploitation costs in accordance with SOP 93-7 [section 10,590]. Many supporters of the position in the exposure draft acknowledged that this solution is not well supported by existing authoritative accounting literature. AcSEC believes that SOP 93-7 [section 10,590] is the most definitive guidance for exploitation costs. AcSEC ultimately could not rationalize why an entity should account for such costs incurred in the film industry differently from how entities account for the same costs incurred in other industries. AcSEC concluded that the guidance in this SOP should be similar to how other industries account for similar costs. For a further discussion on the rationale for the accounting requirements in SOP 93-7 [section 10,590], entities may review the basis for conclusions in that SOP.

Presentation and Disclosure

.128 Paragraph .51 requires disclosure of the portion of the costs of completed films that are expected to be amortized during the upcoming operating cycle. This required disclosure responds to the needs of users of financial information.

.129 AcSEC believes that most entities will have an operating cycle of twelve months. However, AcSEC also believes that certain entities in the film industry may produce a small number of films and that the production period for those entities may exceed twelve months. Therefore, in accordance with paragraph 5 of Chapter 3A of ARB No. 43, AcSEC concluded that entities should be allowed to designate an operating cycle of greater than twelve months when facts and circumstances justify a longer period.

.130 Public companies are required to disclose in their annual filings with the U.S. Securities and Exchange Commission (SEC) the balances of unamortized capitalized film costs, excluding film libraries, whose amortization within three years of the reporting date would not consume 60 percent of the unamortized capitalized film costs and the estimated time period to achieve 60-percent accumulated amortization. Users of financial statements have indicated that this is useful information, but given changes in the film industry and the requirement to apply SOP 93-7 [section 10,590] to exploitation costs, an 80-percent threshold provides more relevant information. AcSEC agreed and decided to require this disclosure for all entities.

.131 AcSEC decided to require disclosures of methods of accounting to ensure that the SOP is consistent with paragraph 12(b) of APB Opinion 22, *Disclosure of Accounting Policies*, which requires disclosure of “Principles and methods peculiar to the industry in which the reporting entity operates, even if such principles and methods are predominately followed in that industry.”

Effective Date and Transition

.132 AcSEC believes that the advantages of retroactive application in prior periods of the provisions of this SOP would not outweigh the disadvantages. Accordingly, AcSEC concluded that the cumulative effect of changes caused by adopting the provisions of this SOP should be included in the determination of net income. In addition, AcSEC extended the effective date of the SOP by one year from the date proposed in the exposure draft to give entities more time to comply with the provisions of the SOP.

Appendix

Examples

Example 1

Revenue Recognition for a Fixed Fee, Single Film License Arrangement (In Accordance With Paragraphs .15 and .27)

A-1. An entity grants to a customer a license for cable television broadcast rights for a single film. Assumptions are the following:

- a. End of entity's fiscal year is December 31.
- b. Contract execution date is July 31, 2000.
- c. License period is January 1, 2001 to December 31, 2003.
- d. The entity has met all of the revenue recognition conditions of paragraph .07 at January 1, 2001.
- e. License fee is \$19,000.
- f. Payment schedule is \$1,000 at contract execution date, \$6,000 on each of January 1, 2001, 2002, and 2003. Payments are non-interest bearing.
- g. Appropriate interest rate for computation of interest is 12 percent per year.

A-2. Income recognition is computed as follows:

	<i>Revenue</i>	<i>Interest Income</i>
Year 2000	\$ —	\$ —
Year 2001	17,140 ¹	1,217 ²
Year 2002	—	643 ³
Year 2003	—	—
	<u>\$17,140</u>	<u>\$1,860</u>

Example 2

Allocation of Revenue for a Fixed Fee, Multiple Film Arrangement (In Accordance With Paragraph .16)

A-3. Assumptions are the following:

- a. An entity grants to a customer the cable television broadcast rights to three films under a single licensing arrangement in a particular market and territory. The arrangement calls for a fixed license fee of \$30,000. The arrangement provides for a pro-rata reduction in the license fee if Film 3 is not completed and made available for delivery.

¹ Sum of \$1,000 paid on contract execution, \$6,000 paid on January 1, 2001, plus the present value at 12 percent of the \$6,000 payments due on January 1, 2002 and 2003.

² Interest at 12 percent for twelve months on a receivable (present valued) of \$10,140.

³ Interest at 12 percent for twelve months on a receivable (present valued) of \$5,357.

- b. At the date of the arrangement, Films 1 and 2 are complete; Film 3 is yet to be produced. An evaluation of the relative fair values of the licensed rights to Films 1 and 2 indicate that Film 1 should be assigned 55 percent of the fixed license fee and Film 2 should be assigned 45 percent of the fee. The amount potentially refundable if Film 3 is not completed and delivered is \$10,000.

A-4. The entity should allocate the license fee as follows:

Film 1 = \$11,000 (\$30,000 license fee, less \$10,000 potentially refundable for one incomplete film, multiplied by 55 percent)

Film 2 = \$9,000 (\$30,000 license fee, less \$10,000 potentially refundable for one incomplete film, multiplied by 45 percent)

Film 3 = \$10,000 (the refundable amount due if the film is not completed and made available for delivery)

A-5. The entity should recognize revenue on amounts allocated to each film in accordance with the provisions of this Statement of Position (SOP). If payments under such an arrangement are due in installments, applicable present value calculations should be performed, as illustrated in Example 1.

Example 3

Revenue Recognition for a Variable Fee, Single Film Arrangement With a Nonrefundable Minimum Guarantee (In Accordance With Paragraph .19)

A-6. Assumptions are the following:

- a. An entity licenses to a customer the home video rights to one film for a period of two years. The licensing arrangement provides for a variable fee to the entity equal to 30 percent of the customer's gross receipts from the exploitation of this film during the license period. The licensing arrangement also requires the customer to pay the entity a \$50,000 nonrefundable minimum guarantee against the variable fee.
- b. For purposes of this example, assume that the customer generates gross receipts from the exploitation of the film equal to \$100,000 in Year 1 and \$80,000 in Year 2. Also, assume that the entity has met all other revenue recognition conditions of this SOP.

A-7. The entity should recognize revenue as follows:

	<i>Nonrefundable Minimum Guarantee</i>	<i>Variable License Fee</i>
Year 1	\$50,000 ⁴	\$ — ⁵
Year 2	—	4,000 ⁶

⁴ Amount is equal to the nonrefundable minimum guarantee.

⁵ No variable fee is recognizable in Year 1, as the variable fee (\$100,000 gross receipts * 30 percent = \$30,000) is less than the nonrefundable minimum guarantee.

⁶ The cumulative variable fee is \$54,000 [(\$100,000+\$80,000) * 30 percent], which exceeds the previously recognized nonrefundable minimum guarantee by \$4,000. Accordingly, revenue for Year 2 is \$4,000.

Example 4

Revenue Recognition for a Variable Fee, Multiple Film Arrangement With a Nonrefundable Minimum Guarantee (In Accordance With Paragraph .20)

A-8. Assumptions are the following:

- a. An entity licenses to a customer the home video rights to five films for a period of three years. The licensing arrangement provides for a variable fee to the entity equal to 30 percent of the customer’s gross receipts from the exploitation of the films during the license period. The licensing arrangement also requires the customer to pay the entity a \$50,000 nonrefundable minimum guarantee against the variable fees for the five films. The variable fees are cross-collateralized for purposes of determining any amounts due in excess of the \$50,000 nonrefundable minimum guarantee.
- b. For purposes of this example, assume the customer generates revenue as follows:

	Film 1	Film 2	Film 3	Film 4	Film 5
Year 1	\$30,000	\$20,000	\$10,000	\$ —	\$ —
Year 2	10,000	10,000	5,000	10,000	5,000
Year 3	10,000	10,000	5,000	10,000	5,000
Total	\$50,000	\$40,000	\$20,000	\$20,000	\$10,000

A-9. In this example, the entity cannot recognize the nonrefundable minimum guarantee as revenue upon the inception of the license period due to the cross-collateralization provisions of the arrangement. Instead, the entity should recognize revenue on a variable fee basis. The entity should recognize revenue as follows:

	Film 1	Film 2	Film 3	Film 4	Film 5	Total
Year 1 ⁽⁷⁾	\$ 9,000	\$ 6,000	\$3,000	\$ —	\$ —	\$18,000
Year 2 ⁽⁷⁾	3,000	3,000	1,500	3,000	1,500	12,000
Year 3 ⁽⁷⁾	3,000	3,000	1,500	3,000	1,500	12,000
Subtotal	\$15,000	\$12,000	\$6,000	\$6,000	\$3,000	\$42,000
Year 3, at end of license period ⁽⁸⁾	2,857	2,286	1,143	1,143	571	8,000
Total	\$17,857	\$14,286	\$7,143	\$7,143	\$3,571	\$50,000

⁷ Amounts are computed using 30 percent of the customer’s gross receipts for the applicable films and periods.

⁸ The cumulative amount of the entity’s variable fees earned is less than the nonrefundable minimum guarantee. The excess (\$8,000) of the nonrefundable minimum guarantee over cumulative earned revenue is recognized at the end of the license period, and is allocated to the individual films based on their relative cumulative variable fees.

Example 5**Illustration of the Individual-Film-Forecast Method of Amortization, for a Film in Its Initial Year of Release (In Accordance With Paragraph .34)****A-10.** Assumptions are the following:

- a. Film cost—\$50,000
- b. Estimated ultimate revenue—\$100,000
- c. Actual revenue earned in Year 1—\$60,000
- d. Estimated ultimate participation costs—\$10,000

A-11. Film Cost amortization in Year 1:

$$\frac{\$60,000 \text{ earned revenue}}{\$100,000 \text{ ultimate revenue}} * \$50,000 \text{ film cost} = \underline{\underline{\$30,000}}$$

A-12. Participation costs accrued in Year 1:

$$\frac{\$60,000 \text{ earned revenue}}{\$100,000 \text{ ultimate revenue}} * \$10,000 \text{ ultimate participation costs} = \underline{\underline{\$6,000}}$$

Example 6

Illustration of the Individual-Film-Forecast Method of Amortization, for a Film Where Estimates Are Revised Subsequent to the Initial Year of Release (In Accordance With Paragraph .36)

A-13. Assumptions are the following:

- a. Film cost is \$50,000
- b. Estimated ultimate revenue:
 - Year 1—\$100,000
 - Year 2—\$90,000 (Note: not the remaining ultimate revenue starting from this year)
- c. Actual revenue earned:
 - In Year 1—\$60,000
 - In Year 2—\$10,000
- d. Estimated ultimate participation costs:
 - Year 1—\$10,000
 - Year 2—\$9,000 (Note: not the remaining ultimate participation costs starting from this year)
- e. For Year 1, film cost amortization was \$30,000 and participation costs accrued were \$6,000.

A-14. Film Cost amortization in Year 2:

$$\frac{\$10,000 \text{ earned revenue}}{\$30,000 \text{ remaining ultimate revenue}^{(9)}} * \$20,000 \text{ unamortized film costs}^{(10)} = \underline{\underline{\$6,667}}$$

A-15. Participation costs accrued in Year 2:

$$\frac{\$10,000 \text{ earned revenue}}{\$30,000 \text{ remaining ultimate revenue}^{(9)}} * \$3,000 \text{ remaining ultimate participation costs}^{(11)} = \underline{\underline{\$1,000}}$$

⁹ Computed as follows: Year 2 revised ultimate revenue of \$90,000 minus cumulative prior earned revenue of \$60,000.

¹⁰ Computed as follows: Film cost of \$50,000 minus cumulative prior amortization of \$30,000.

¹¹ Computed as follows: Year 2 revised ultimate participation expense of \$9,000 minus cumulative prior accrual of \$6,000.

Example 7

Adjustment of a Participation Liability That Is in Excess of a Revised Estimate of Amounts Ultimately Payable (In Accordance With Paragraph .41)

A-16. In accordance with paragraph .41 of this SOP, a participation liability that exceeds the unpaid amount expected to be ultimately payable should be offset against the remaining carrying value of the corresponding film. This scenario can result from changes in ultimate revenue and cost estimates that result in reduced expectations of ultimate participation costs.

A-17. Assumptions are the following:

- a. Film cost—\$50,000.
- b. Estimated ultimate revenue:
 - Year 1—\$100,000
 - Year 2—\$80,000
- c. Actual revenue earned:
 - In Year 1—\$60,000
 - In Year 2—\$10,000
- d. Estimated ultimate participation costs:
 - Year 1—\$10,000
 - Year 2—\$0
- e. For Year 1, film cost amortization was \$30,000, and participation costs accrued were \$6,000.

A-18. Adjustments of Participation Liability and Film Costs in Year 2:

	<i>Unamortized Film Costs</i>	<i>Participation Liability</i>
Balance at end of Year 1	\$20,000	\$6,000
Adjustment to eliminate excess liability	<u>(6,000)</u>	<u>(6,000)</u>
Adjusted balances	<u>\$14,000</u>	<u>\$ —</u>

A-19. Film Cost amortization in Year 2:

$$\frac{\$10,000 \text{ earned revenue}}{\$20,000 \text{ remaining ultimate revenue}^{(12)}} * \$14,000 \text{ unamortized film costs}^{(13)} = \underline{\underline{\$7,000}}$$

A-20. Participation costs accrued in Year 2:

$$\frac{\$10,000 \text{ earned revenue}}{\$20,000 \text{ remaining ultimate revenue}^{(12)}} * \$0 \text{ remaining ultimate participation costs}^{(14)} = \underline{\underline{\$0}}$$

¹² Computed as follows: Year 2 revised ultimate revenue of \$80,000 minus cumulative prior earned revenue of \$60,000.

¹³ Computed as follows: Film cost of \$50,000 minus cumulative prior amortization of \$30,000 and minus the excess participation liability adjustment of \$6,000.

¹⁴ Estimated ultimate participation costs were reduced to \$0 in Year 2; accordingly, the excess liability was reversed and no further accruals are required.

Example 8

Accounting for Costs of Episodic Television Production Prior to the Establishment of Secondary Market Revenue Estimates (In Accordance With Paragraph .33)

- A-21. Assumptions are the following:
- a. An episodic television series is in its first year of production
 - b. Secondary market revenue estimable—none
 - c. Cost of production, per episode after the first episode—\$700 (assume that most of the set costs were accounted for as part of the first episode, which is not illustrated in this example)
 - d. Exploitation costs, per episode—\$5
 - e. Estimated ultimate revenue per episode:

Contracted

\$400

A-22. Secondary market revenue is not estimable per the provisions of paragraph .39(b). Accordingly, capitalization of film costs is limited as follows:

	<i>Per Episode</i>
Revenue contracted	\$400
Production costs to be capitalized	\$400
Exploitation costs expensed	\$ 5
Production costs to be charged directly to expense	\$300 ¹⁵

¹⁵ Computed as follows: Total cost of production of \$700, less costs to be capitalized of \$400.

Example 9

Illustration of the Individual-Film-Forecast Method of Amortization, for an Episodic Television Series (In Accordance With Paragraph .37)

A-23. Assumptions are the following:

- a. An entity produces and distributes an episodic television series. Five seasons of the series are ultimately produced.
- b. The entity’s fiscal year end corresponds directly with the completion of each production season.
- c. The beginning of Season 4 is when secondary market revenue estimates are initially established.
- d. Costs of production are the following:

Seasons 1 to 3 \$36,000 (fully expensed prior to Season 4)

Season 4 \$16,000

Season 5 \$18,000
- e. Earned and remaining ultimate revenues are the following:

<i>As of Season 4</i>	
Earned and reported in Season 4	\$ 8,000
Earned and reported in Season 5	N/A
Remaining ultimate revenue, Seasons 1 to 4	\$40,000
Remaining ultimate revenue, Season 5	N/A
	<u>\$48,000</u>

<i>As of Season 5</i>	
Earned and reported in Season 4	N/A
Earned and reported in Season 5	\$11,000
Remaining ultimate revenue, Seasons 1 to 4	\$40,000
Remaining ultimate revenue, Season 5	\$10,000
	<u>\$61,000</u>

- f. Ultimate participation costs are as follows:

As of Seasons 1 to 3	\$ 0
As of Season 4	\$2,000
As of Season 5	\$3,000

A-24. Amortization of film costs in accordance with paragraph .37 of this SOP is determined as follows for Seasons 4 and 5:

$$\begin{array}{l} \text{Season 4 } \frac{\$8,000^{(16)}}{\$48,000^{(17)}} \times \$16,000^{(18)} = \$2,667 \\ \text{Season 5 } \frac{\$11,000^{(16)}}{\$61,000^{(17)}} \times \$31,333^{(19)} = \$5,650 \end{array}$$

A-25. Accrual of participation costs is determined as follows:

$$\begin{array}{l} \text{Season 4 } \frac{\$8,000^{(16)}}{\$48,000^{(17)}} \times \$2,000^{(20)} = \$333 \\ \text{Season 5 } \frac{\$11,000^{(16)}}{\$61,000^{(17)}} \times \$2,667^{(21)} = \$481 \end{array}$$

¹⁶ Earned and reported revenue during the current season.

¹⁷ Remaining ultimate revenue at the beginning of the current season.

¹⁸ Remaining unamortized film costs at the beginning of Season 4 (\$0 from Seasons 1 to 3, plus the cost of production of Season 4).

¹⁹ Remaining unamortized film costs at the beginning of Season 5 (\$13,333 unamortized as of the end of Season 4 plus the \$18,000 cost of production of Season 5).

²⁰ Remaining unaccrued participation costs at the beginning of Season 4.

²¹ Remaining unaccrued participation costs at the beginning of Season 5 (ultimate cost of \$3,000, less prior cumulative accrual of \$333).

Glossary

Cross-collateralized. An arrangement that grants a licensee distribution rights to multiple films, territories and/or markets to a licensee, and the exploitation results for all applicable films, territories and/or markets are aggregated by this licensee for purposes of determining amounts payable to the licensor under the arrangement.

Distributor. An enterprise or individual that owns or holds the rights to distribute films. For purposes of this SOP, the definition of distributor of a film does not include, for example, those entities that function solely as broadcasters, retail outlets (such as video stores), or movie theaters.

Entity. Producer or distributor that owns or holds the rights to distribute or exploit films in one or more markets and territories.

Exploitation costs. All direct costs (including marketing, advertising, publicity, promotion, and other distribution expenses) incurred in connection with the distribution of a film.

Film costs. Film costs include all direct negative costs incurred in the physical production of a film, as well as allocations of production overhead and capitalized interest in accordance with FASB Statement No. 34. Examples of direct negative costs include costs of story and scenario; compensation of cast, directors, producers, extras, and miscellaneous staff; costs of set construction and operations, wardrobe, and accessories; costs of sound synchronization; rental facilities on location; and postproduction costs such as music, special effects, and editing.

Film prints. Those materials, produced on behalf of a film distributor for delivery to a theatre or other similar venue, that contain the completed audio and video elements of a film. Such materials are used by the theatre or other similar venue to exhibit the film to its customers.

Firm commitment. An agreement with a third party that is binding on both parties. The agreement specifies all significant terms, including items to be exchanged, consideration, and timing of the transaction. The agreement includes a disincentive for nonperformance that is sufficiently large to ensure the expected performance. In the context of episodic television series, a firm commitment for future production should include only episodes to be delivered within one year from the date of the estimate of ultimate revenue.

Market. A distribution channel within a certain territory. Examples of markets include theatrical exhibition, home video, pay television, free television, and the licensing of film-related products.

Nonrefundable minimum guarantee. Amount paid or payable by a customer in a variable fee arrangement that guarantees an entity a minimum fee on that arrangement. Such a guarantee applies to (a) an amount paid by a customer immediately and (b) an amount that the customer has a legally binding commitment to pay over a license period.

Participation costs. Parties involved in the production of a film may be compensated in part by contingent payments based on the financial results of a film pursuant to contractual formulas (participations) and by contingent amounts due under provisions of collective bargaining agreements (residuals). Such parties are collectively referred to as participants, and such costs are referred to collectively as *participation costs*. Participations may be given to creative talent, such as actors or writers, or to entities from whom distribution rights are licensed.

Producer. An individual or an entity that produces and has a financial interest in films for exhibition in movie theaters, on television, or elsewhere.

Revenue. Revenue earned by an entity from its direct distribution, exploitation, or licensing of a film, before deduction for any of the entity's direct costs of distribution. For markets and territories in which an entity's fully or jointly-owned films are distributed by third parties, revenue is the net amounts payable to the entity by third party distributors. Revenue is reduced by appropriate allowances, estimated returns, price concessions, or similar adjustments, as applicable.

Sale. The transfer of control of the master copy of a film and all the associated rights that go along with it (that is, an entity sells and gives up all rights to a film). An entity should determine a gain or loss on the sale of a film in accordance with the revenue recognition and cost amortization requirements of this SOP.

Set for production. As used in this SOP, this term means (a) management, with the relevant authority, implicitly or explicitly authorizes and commits to funding the production of a film; (b) active preproduction has begun; and (c) the start of principal photography is expected to begin within six months.

Territory. A geographic area in which a film is exploited. In most cases, a territory consists of a country. However, in certain instances, a territory may be defined as countries with a common language.

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Director
Accounting Standards

DANIEL J. NOLL
Technical Manager
Accounting Standards

The task force and staff gratefully acknowledge the contributions made to the development of this Statement of Position by John Giesecke, Peter C. Halt, and Francis E. Scheurell, Jr.

[The next page is 20,731.]

APPENDIX C

6465

PURCHASE NOTICE

TO: MEDIA HOUSE CAPITAL (CANADA) CORP.
4299 Canada Way, 2nd Floor,
Burnaby, BC V5G 1H3

DATED: November 28, 2012.

This Purchase Notice is delivered to you pursuant to Section 2.1 of the master assignment agreement made as of October 6, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Master Assignment Agreement**") between Crystal Wealth Strategic Yield Media Fund, as purchaser (the "**Purchaser**") and Media House Capital (Canada) Corp., as seller (the "**Seller**"). Capitalized terms used herein have the same meanings as used in the Master Assignment Agreement.

The Purchaser hereby gives notice to the Seller that it wishes to purchase the following Loans (and related Purchased Assets) offered for sale to it by the Seller, all in accordance with the terms of the Master Assignment Agreement:

Closing Date: November 28, 2012

Description of Loan to be purchased:

Name of underlying Borrower:	Cuatro Plus Films, LLC
Original Principal Amount of Loan:	An amount of Canadian Dollars to be fixed upon closing, which shall be equal to US\$2,137,300
Term of Loan:	18 months from the Closing Date (May 27, 2014)
Name of Film to be financed:	Elsa & Fred
(if applicable) Percentage of Profit Participation to be shared:	6% to be shared equally
Purchase Price to be paid on Closing Date:	US\$2,137,300 less fees of US\$58,290 plus a charge back for Seller's direct expenses of \$19,083 for a total cash transaction of US\$2,098,093.
Purchase Price to be deferred (pursuant to terms of Administration Agreement):	US\$0

CRYSTAL WEALTH STRATEGIC YIELD MEDIA FUND, by its manager and trustee,
CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, acting solely in its capacity as trustee and without personal liability

By: 

Name: Clayton Smith

Title: CEO

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SUPPLEMENT TO MASTER ASSIGNMENT AGREEMENT

THIS SUPPLEMENT is dated this 28th day of November, 2012 and is made between Crystal Wealth Strategic Yield Media Fund, as purchaser (the "**Purchaser**") and Media House Capital (Canada) Corp., as seller (the "**Seller**").

Reference is made to the master assignment agreement made as of October 6, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Master Assignment Agreement**") between the Seller and the Purchaser.

The Seller hereby sells, assigns, transfers, sets over and conveys to the Purchaser, and the Purchaser hereby purchases from the Seller, effective upon payment by the Purchaser an amount of Canadian Dollars to be fixed upon closing, which shall be equal to US\$2,137,300, all of the Seller's right, title and interest in, to and under the Loans described in the Purchase Notice(s) attached hereto as Schedule "A" and the other Purchased Assets related thereto.

The Purchaser hereby accepts the foregoing sale, assignment, transfer, and conveyance of the Purchased Assets.

This Supplement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

**CRYSTAL WEALTH STRATEGIC
YIELD MEDIA FUND**, by its manager
and trustee, CRYSTAL WEALTH
MANAGEMENT SYSTEM LIMITED,
acting solely in its capacity as trustee and
without personal liability

**MEDIA HOUSE CAPITAL (CANADA)
CORP.**

By: _____

Name: _____

Title: _____

Clayton Smith
Trustee

By: _____

Name: _____

Title: _____

APPENDIX D

USD to CAD 1.25

CANADIAN DOLLAR BRON TAX CREDIT LOANS						Estimated Tax Credits	Opinion Date	Earliest Release Date	Years Since First Release	Collections to Date Per Collection Agent Reports	Currency	Collection Agent	Collections Year 1	Collections Year 2	Collections Year 3	Collections Year 4	Estimated Total Collections (Using 93% Revenue Collected through Year 3)	Estimated Remaining Collections	
Name of Film	Principal	Paid Principal	Principal O/S	Accrued Interest	Total Owning														
Henchmen	2,390,000		2,390,000	1,342,136	3,732,136	10,256,463	April 7, 2016	Pre-Production											
Collared (PKA Kingdom)	REPAID - DID NOT FILM	2,897,000	(2,897,000)		915,383	915,383		REPAID - DID NOT FILM											
The Willoughby's (PKA A Good Day's Work)		1,750,000		1,750,000	412,486	2,162,486		Pre-Production											
Note the Loan Document Shows \$2,895,000 (1,595,703 is Tax Credit, Remainder is Gap)																			
Parallel (PKA Mercy)	2,895,000		2,895,000	1,382,177	4,277,177	1,595,703	February 2, 2017	Post-Production											
U.S. DOLLAR BRON TAX CREDIT LOANS (Converted to CAD@1.25)																			
Henchmen	937,500		937,500	603,071	1,540,571	-	Pre-Production												
Hunters of Stars	2,060,000		2,060,000	736,551	2,796,551	-		Pre-Production											
Mighty Mighty Monsters	REPAID - COLLECTED	1,332,860	(1,332,860)	(0)	441,025	441,025		REPAID - COLLECTED											
CANADIAN DOLLAR BRON GAP LOAN																			
Welcome to Me	1,296,451		1,296,451	340,410	1,636,861	-	US - May 1, 2015	2.5	2,178,303	USD	Finage		2,030,947	147,356			2,342,261	163,958	
Bron Totals in CAD	15,558,811	(4,229,860)	11,328,951	6,173,238	17,502,189														
CANADIAN GAP LOANS																			
Foreverland	995,679		995,679	639,141	1,634,820	-	Canada - June 15, 2012	5	4,402	USD						extrapolated	4,634	232	
Ginger and Rosa (PKA Bomb)	182,570		182,570	255,296	437,866	-	UK - Oct 15, 2012, US Mar 15, 2013	5	732,750	USD	Freeway					extrapolated	771,316	38,566	
A Single Shot	2,215,935		2,215,935	1,631,179	3,848,034	-	US - Sep 20, 2013	4	738,662	USD	Finage		443,021	220,041	75,600		785,811	47,149	
Silent Night	1,000,000		1,000,000	972,444	1,972,444	-	US - Nov 13, 2014	3	137,932	USD	Finage		137,892				148,314	10,382	
Lullaby	2,488,134		2,488,134	2,056,930	4,545,043	-	US - June 13, 2014	3.5	475,080	USD	Finage		447,451	27,629			510,839	35,759	
Supremacy	585,660		585,660	151,480	737,140	-	US - Jun 12, 2014	3.5	400,529	USD	Finage		352,332	45,807	2,190		430,676	30,147	
Electric Slide	2,619,496	(538,520)	2,080,971	2,151,954	4,232,925	-	US - Apr 3, 2015	2.5	601,253	USD	Freeway					extrapolated	646,509	45,256	
Elsa and Fred	1,752,602		1,752,602	870,882	2,623,484	-	Mexico - Oct 30, 2014, US Nov 6, 2014	3	1,162,713	USD	Finage		926,542	236,171			1,250,229	87,516	
Son of a Gun	1,457,833	(1,871,338)	(413,486)	800,452	386,966	-	Australia - Oct 16, 2014, US Jan 16, 2015	3	3,330,246	USD	Freeway					extrapolated	3,559,404	249,158	
Miss Jule	1,283,336		1,283,336	769,121	2,052,457	-	France - Sep 10, 2014, US Dec 5, 2014	3	877,893	USD	Finage		877,893				943,971	66,078	
Kill Me Three Times	1,811,784		1,811,784	800,787	2,612,571	-	US - Apr 10, 2015	2.5	1,802,349	USD	Finage		1,754,540	47,809			1,938,010	135,661	
Havana the Series (AKA Rebels)	124,757		124,757	23,930	148,687	-	Payment Plan with Producer												
The Phenom	1,033,189		1,033,189	351,506	1,385,094	-	US - June 24, 2016	1.5	393,977	USD	Finage		393,977				437,752	43,775	
Vincent n Roxxy	1,435,624		1,435,624	149,618	1,585,242	-	Recent Release - 2017				Freeway					extrapolated	353,390	70,678	
Childhood of a Leader	2,031,299		2,031,299	298,297	2,329,596	-	Sweden - May 18, 2016, US July 22, 2016	1.5	206,771	USD	Freeway					extrapolated	229,746	12,575	
The Duel (AKA By Way of Helena)						-	US - June 24, 2016	1.5	3,792,212	USD	Freeway						extrapolated	4,213,569	421,357
U.S. DOLLAR GAP LOANS																			
Name of Film																			
The English Teacher	Principal	Paid Principal	Principal O/S	Accrued Interest	Total Owning		US - May 17, 2013	4.5	1,148,504	USD	Finage		1,039,609	91,032	8,990	8,873	1,212,373	63,869	
	607,567		607,567	380,339	987,907								8,404,444	815,845	86,780	8,873	9,315,942	1,532,515	
		CAD Equivalent		759,459	475,499								% of Total Collection	90.2%	8.8%	0.9%	0.1%		
													Standard Amortization	80%	10%	3%	1%	1,915,643.86	

APPENDIX E



April 7, 2016

Bron Animation Inc.
5542 Short Street
Burnaby, BC V5J 1L9

Attention: Steven Thibault

Dear Steven:

At the request of Henchmen Productions Inc. ("the production company") we have used the budget dated January 29, 2016 prepared by management for the production entitled "Henchmen" for the purpose of estimating the provincial and federal tax credits potentially available to the production company. We have based our calculations on the following assumptions and information provided by the production company:

- 1) The total estimated cost for the production is \$22,500,000. All budget expenditures are reasonable in the circumstances, will be spent on eligible production costs, and will not be paid to related parties (other than the producer fees and other items identified by management).
- 2) The producer is a B.C. based individual who is Canadian.
- 3) For the production, at least 75% of the total cost of production will be for goods or services provided in British Columbia by B.C. based individuals or corporations, or partnerships carrying on business in British Columbia. All amounts will be paid within sixty days of the end of the final taxation year in which tax credits are claimed. The production will also meet the Canadian Audio-Visual Certification Office ("CAVCO") 75% guidelines for production costs, factoring in excluded costs.
- 4) For the production, at least 75% of the cost of the post-production work will be for work carried out in British Columbia. The production will also meet the CAVCO 75% guidelines for post-production costs, factoring in excluded costs.
- 5) For the production, at least 75% of the principal photography will be done in British Columbia.
- 6) Within the cost report of the production it appears \$13,703,123 represents the amount to be expended on qualified Canadian labour and \$12,968,938 on British Columbia labour that is directly attributable to the production. These amounts include an estimate of the labour component of certain fees as agreed by management.
- 7) The production company will apply for all applicable certificates required for the provincial and federal tax credits within the time frames prescribed by the applicable legislation.

Henchmen Productions Inc.
April 7, 2016
Page 2

- 8) The production company will be the 100% worldwide copyright owner for all commercial exploitation purposes for perpetuity. There will be no other parties taking an equity interest in the production other than Telefilm (\$3,000,000).
- 9) The production is an eligible genre according to CAVCO and Creative BC requirements.
- 10) The production will achieve at least 6 Canadian content points in respect of the production in accordance with the regulation.
- 11) The production company will be a corporation that throughout the taxation year is a prescribed taxable Canadian corporation the activities of which are primarily the carrying on through a permanent establishment in British Columbia of a business that is a Canadian film or video production business.
- 12) There are no investors, or partnerships in which an investor has a direct or indirect interest, which are entitled to deduct an amount in respect of the production in computing income for any taxation year for federal income tax purposes.
- 13) All qualified labour expenditures will be paid to B.C. based individuals providing services directly attributable to the production. If an amount is paid to a personal services corporation, the services of that corporation consist principally of providing the individual's services for the productions. Furthermore, to the best of management's knowledge, the individual providing the service through the corporation is B.C. based, the sole shareholder of the corporation, and receives wages from the corporation which equal or exceed the amount paid to the corporation for the services provided by the individual to the production. Any amounts paid to multi-owned corporations will be paid out as salary to the individuals who performed the service on behalf of the multi-owned corporation.
- 14) The production office will be within B.C.
- 15) Under the current financing structure, there are no public funds, government grants or any other assistance as defined under the Income Tax Act utilized to finance the production other than the tax credits indicated below, and Telefilm (\$3,000,000).
- 16) Written agreements will be entered into with broadcasters or distributors to show the film in Canada within twenty-four months of completion. The production will not be distributed in Canada within a two-year period by anyone who is not Canadian.
- 17) No payments will be deferred or be paid on a contingent basis.
- 18) The corporation controls the initial licensing of commercial exploitation and will retain a share of the revenues from the exploitation of the production in non-Canadian markets.
- 19) The production will qualify as a Certified Canadian Film or Video Production as per the CAVCO guidelines.
- 20) The production will qualify as an Eligible Production per the Film Incentive B.C. ("FIBC") and B.C. Ministry of Small Business and Revenue guidelines.
- 21) Producer fees are assumed to be reasonable and will be acceptable to CRA.
- 22) The production will be completed within two years after the year-end in which principal photography begins.

Henchmen Productions Inc.
 April 7, 2016
 Page 3

- 23) The production will qualify for the provincial regional and distant tax credits. Specifically, principal photography will be outside of the designated area for a minimum of 5 days and more than 50% of the total number of days in which principal photography is done in British Columbia. Our assumption for the purposes of this letter is that 100% of the days will be shot outside of the designated area.
- 24) The production will qualify for the digital animation or visual effects tax credit ("DAVE"). Specifically, we assume the effects will be created primarily (more than 50%) with digital technology. The labour associated with the DAVE credit will be directly attributable to DAVE activities. This letter assumes that the digital animation and visual effects tax credits will be \$1,699,456 based on the estimate provided by the producer.
- 25) The non-BC labour payments identified in the budget are as follows:

	\$
Scenario	111,685
Producer	20,000
Stars	700,000
Cast	94,475
Storyboard labour	8,800
Layout labour	10,000
Music	50,000
Other costs	15,000
Indirect costs	522,500

All other labour expenditures will be paid to BC-based individuals or BC-based corporations.

- 26) Management has identified certain amounts as being the amount paid to multi-owned corporations. If the actual amount paid to multi-owned corporations exceeds this amount, the actual tax credits received will be decreased.
- 27) \$234,000 of the contingency will be spent on qualified B.C. labour expenditures.
- 28) Tax credits are triggered by production costs that are incurred in each fiscal period. If production costs are incurred over multiple years, this may effect the timing of the tax credits received.

Based on the budget, the above noted assumptions and information all provided by management, and based on current provincial and federal legislation, we estimate the tax credits will approximate the following amounts for the production:

	\$
Federal Tax Credit	1,618,624
B.C. Tax Credit	<u>8,637,837</u>
Total Estimated Tax Credits	<u>10,256,461</u>

Henchmen Productions Inc.
 April 7, 2016
 Page 4

Upon finalization of agreements, any changes to equity percentages or assistance amounts in the final agreements will change the tax credit estimate.

As we understand, there will be no paid trainees, therefore, the B.C. training tax credit is not available.

We wish to emphasize the above is only an estimate based on the budget, and the actual tax credits may be significantly different from the above if actual expenditures vary significantly from the budget. Furthermore, the tax credits are refundable only after any federal and provincial income taxes otherwise payable by the corporation have been satisfied.

This letter is intended for the purposes of obtaining financing and should not be distributed to any other party without our prior consent. We anticipate that you will perform your own due diligence regarding confirmation of these assumptions and general due diligence.

Please do not hesitate to contact us if you have any questions regarding the above, or if you require any additional information.

Yours truly,

Wolrige Mahon LLP

Per: Gurpreet Sandhu, CPA, CA
 Wolrige Mahon LLP
 Chartered Professional Accountants

We have reviewed the assumptions and information contained in this letter. We represent that we have determined or approved the assumptions, and have provided accurate and complete information to prepare this letter and the estimate herein.

Producer

Date



November 8, 2017

Dear Henschmen Productions Inc.:

At the request of Henschmen Productions Inc. ("the production company") we have used the combined budgets, dated September 29, 2017 prepared by management, for the production entitled "Henschmen" for the purpose of estimating the provincial and federal tax credits potentially available to the production company. We have based our calculations on the following assumptions and information provided by the production company:

- 1) The total estimated cost for the productions is \$28,125,000. All budget expenditures are reasonable in the circumstances, will be spent on eligible production costs, and will not be paid to related parties (other than the producer fees and other items identified by management).
- 2) The producer is a B.C. based individual who is Canadian.
- 3) For the production, at least 75% of the total cost of production will be for goods or services provided in British Columbia by B.C. based individuals or corporations, or partnerships carrying on business in British Columbia. All amounts will be paid within sixty days of the end of the final taxation year in which tax credits are claimed. The production will also meet the Canadian Audio-Visual Certification Office ("CAVCO") 75% guidelines for production costs, factoring in excluded costs.
- 4) For the production, at least 75% of the cost of the post-production work will be for work carried out in British Columbia. The production will also meet the CAVCO 75% guidelines for post-production costs, factoring in excluded costs.
- 5) For the production, at least 75% of the key animation will be done in British Columbia.
- 6) Within the cost report of the production it appears \$18,221,030 represents the amount to be expended on qualified Canadian labour and \$17,482,129 on British Columbia labour that is directly attributable to the production. These amounts include an estimate of the labour component of certain fees as agreed by management.
- 7) The production company will apply for all applicable certificates required for the provincial and federal tax credits within the time frames prescribed by the applicable legislation.
- 8) The production company will be the 100% worldwide copyright owner for all commercial exploitation purposes for perpetuity. There will be no other parties taking an equity interest in the production other than Telefilm Canada (\$3,000,000).
- 9) The production is an eligible genre according to CAVCO and Creative BC requirements.
- 10) The production will achieve at least 6 Canadian content points in respect of the production in accordance with the regulation.

Henchmen Productions Inc.
November 8, 2017
Page 2

- 11) The production company will be a corporation that throughout the taxation year is a prescribed taxable Canadian corporation the activities of which are primarily the carrying on through a permanent establishment in British Columbia of a business that is a Canadian film or video production business.
- 12) There are no investors, or partnerships in which an investor has a direct or indirect interest, which are entitled to deduct an amount in respect of the production in computing income for any taxation year for federal income tax purposes.
- 13) All qualified labour expenditures will be paid to B.C. based individuals providing services directly attributable to the production. If an amount is paid to a personal services corporation, the services of that corporation consist principally of providing the individual's services for the productions. Furthermore, to the best of management's knowledge, the individual providing the service through the corporation is B.C. based, the sole shareholder of the corporation, and receives wages from the corporation which equal or exceed the amount paid to the corporation for the services provided by the individual to the production. Any amounts paid to multi-owned corporations will be paid out as salary to the individuals who performed the service on behalf of the multi-owned corporation.
- 14) The production office will be within B.C.
- 15) Under the current financing structure, there are no public funds, government grants or any other assistance as defined under the Income Tax Act utilized to finance the production other than the tax credits indicated below, Telefilm Canada (\$3,000,000).
- 16) Written agreements will be entered into with broadcasters or distributors to show the film in Canada within twenty-four months of completion. The production will not be distributed in Canada within a two-year period by anyone who is not Canadian.
- 17) No payments will be deferred or be paid on a contingent basis.
- 18) The corporation controls the initial licensing of commercial exploitation and will retain a share of the revenues from the exploitation of the production in non-Canadian markets.
- 19) The production will qualify as a Certified Canadian Film or Video Production as per the CAVCO guidelines.
- 20) The production will qualify as an Eligible Production per the Film Incentive B.C. ("FIBC") and B.C. Ministry of Small Business and Revenue guidelines.
- 21) Producer fees are assumed to be reasonable and will be acceptable to CRA.
- 22) The production will be completed within two years after the year-end in which principal photography begins.
- 23) The production will qualify for the provincial distant regional tax credit. Specifically, principal photography will be outside of the designated area for a minimum of 5 days and more than 50% of the total number of days in which principal photography is done in British Columbia. Our assumption for the purposes of this letter is that 79% of the BC labour will be for labour outside of the designated area.

Henchmen Productions Inc.
November 8, 2017
Page 3

- 24) The production will qualify for the digital animation or visual effects tax credit ("DAVE"). Specifically, we assume the effects will be created primarily (more than 50%) with digital technology. The labour associated with the DAVE credit will be directly attributable to DAVE activities. This letter assumes that the digital animation and visual effects tax credits will be \$2,839,592 based on the estimate provided by the producer.
- 25) The non-BC labour payments identified in the budget are as follows:

	\$
Scenario	77,250
Stars	1,081,669
Cast	97,792
Storyboard labour	112,101
Music	413,464
Publicity	46,429
Indirect costs	906,000

All other labour expenditures will be paid to BC-based individuals or BC-based corporations.

- 26) Management has identified certain amounts as being the amount paid to multi-owned corporations. If the actual amount paid to multi-owned corporations exceeds this amount, the actual tax credits received will be decreased.
- 27) \$351,532 of the contingency will be spent on qualified B.C. labour expenditures.
- 28) Tax credits are triggered by production costs that are incurred in each fiscal period. If production costs are incurred over multiple years, this may effect the timing of the tax credits received.

Based on the budget, the above noted assumptions and information all provided by management, and based on current provincial and federal legislation, we estimate the tax credits will approximate the following amounts for the production:

	\$
Federal Tax Credit	1,988,503
B.C. Tax Credit	<u>11,355,671</u>
Total Estimated Tax Credits	<u><u>13,344,174</u></u>

Upon finalization of agreements, any changes to equity percentages or assistance amounts in the final agreements will change the tax credit estimate.

As we understand, there will be no paid trainees, therefore, the B.C. training tax credit is not available.

Henchmen Productions Inc.
November 8, 2017
Page 4

We wish to emphasize the above is only an estimate based on the budget, and the actual tax credits may be significantly different from the above if actual expenditures vary significantly from the budget. Furthermore, the tax credits are refundable only after any federal and provincial income taxes otherwise payable by the corporation have been satisfied.

This letter is intended for the purposes of obtaining financing and should not be distributed to any other party without our prior consent. We anticipate that you will perform your own due diligence regarding confirmation of these assumptions and general due diligence.

Please do not hesitate to contact us if you have any questions regarding the above, or if you require any additional information.

Yours truly,

Wolrige Mahon LLP

Per: Gurpreet S. Sandhu Inc., Incorporated Partner
Wolrige Mahon *LLP*
Chartered Professional Accountants

We have reviewed the assumptions and information contained in this letter. We represent that we have determined or approved the assumptions, and have provided accurate and complete information to prepare this letter and the estimate herein.

Producer

Date

APPENDIX F



Notice details

Business number	83478 4639 RC0001
Date issued	Aug 3, 2017

HENCHMEN PRODUCTIONS INC.
5542 SHORT ST
BURNABY BC V5J 1L9

Corporation income tax assessment

These notice(s) explain the results of our assessment of your T2 corporation income tax return(s). We assessed your T2 corporation income tax return(s) and calculated your balance.

You have a refund of \$5,305,070.59.

Use direct deposit to get your tax refund, credits and benefits faster. To sign up or update your banking information, go to cra.gc.ca/directdeposit.

Thank you,

Bob Hamilton
Commissioner of Revenue

Account summary

Total balance: \$0.00

Go green, go paperless!

Get your mail online through My Business Account.

1. log in at cra.gc.ca/mybusinessaccount
2. select "Manage online mail"



Summerside PE C1N 6A2

HENCHMEN PRODUCTIONS INC.
5542 SHORT ST
BURNABY BC V5J 1L9

Notice details

Business number	83478 4639 RC0001
Tax year-end	Dec 31, 2015
Date issued	Aug 3, 2017

Corporation notice of assessment

Results

This notice explains the result of our assessment of your T2 Corporation Income Tax Return. It also explains any changes we may have made. For more information, please see the summary section of this notice.

Description	(\$)	Amount	CR
Result of this Assessment	5,305,070.59		CR
Amount refunded	5,305,070.59		
Previous balance		0.00	
Total balance		0.00	

We will send you a cheque for \$5,305,070.59.

For more information, please see the summary and explanation of changes and other important information sections of this notice.

Thank you,

Bob Hamilton
Commissioner of Revenue

HENCHMEN PRODUCTIONS INC.

Notice details

Business number	83478 4639 RC0001
Tax year-end	Dec 31, 2015
Date issued	Aug 3, 2017

Summary

Description	(\$)	Reported	CR	(\$)	Assessed	CR
Federal tax						
Part I		0.00			0.00	
Total federal tax					0.00	
Net provincial and territorial tax/credit						
British Columbia		5,311,663.00	CR		5,237,581.00	CR
Total net provincial and territorial tax/credit					5,237,581.00	CR
Other credits						
Canadian film or video production tax credit refund		800,013.00	CR		0.00	CR
Net balance					5,237,581.00	CR
Interest						
Refund interest					67,489.59	CR
Result of this assessment					5,305,070.59	CR
Total balance for this tax year-end					0.00	

Explanation of changes and other important information

Thank you for registering for online mail. Use MyBA to manage your online mail and other digital services.

The T2 return has been adjusted as a result of an audit.

We have provided additional explanations of this assessment in our letter which has been sent separately.

Net British Columbia tax/credit consists of the following:

Description	(\$)	Amount
British Columbia film and television tax credit		5,237,581.00

The refund interest is taxable in the reporting period you receive it.

More information

If you need more information, go to **cra.gc.ca/business**.

To see your latest account information, including payment transactions, go to **cra.gc.ca/mybusinessaccount**.

If you have new or additional information and want to change your return, go to **cra.gc.ca/t2return** and select the topic "After you file your corporation income tax return." For faster service, submit your request electronically.

If you disagree with this assessment, go to **cra.gc.ca/t2return** and select the topic "After you file your corporation income tax return," and then "Resolving disputes." You have 90 days from the date of this notice to register your dispute.

Definitions

CR (credit) is the amount we owe you.

Help for persons with visual impairments

You can get this notice in braille, large print, or audio format. For more information about other formats, go to **cra.gc.ca/alternate**.

My Business Account

Use My Business Account to see and manage your tax information online. Check your return balances, manage direct deposit and addresses, submit an enquiry, set up online mail, and more. To register for My Business Account, go to **cra.gc.ca/mybusinessaccount**.

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PROTECTED B

B. C. FILM AND TELEVISION TAX CREDITCALCULATION OF QUALIFIED B.C. LABOUR EXPENDITURE

Henchmen Productions Inc.
31-Dec-15
Production Name: Henchmen

T1196
Schedule 422
Page 1 of 4

		<u>Taxpayer</u>	<u>CRA</u>	<u>Difference</u>
Cumulative Production costs incurred to the end of the current tax year	405	\$ 12,277,647	\$ 12,241,374	\$ 36,273
Deduct: The total of all un-repaid assistance received or receivable	410	\$ -	\$ -	\$ -
Net Production Costs		\$ 12,277,647	\$ 12,241,374	\$ 36,273
x Applicable Rate		60%	60%	60%
		\$ 7,366,588	\$ 7,344,824	\$ 21,764
Less: Qualified BC Labour Expenditure for all preceding taxation years	420	-	-	-
PRODUCTION COST LIMIT	480	\$ 7,366,588	\$ 7,344,824	\$ 21,764

BC Labour Expenditure for the current tax year is the total of:

a) Salaries and wages	505	\$ -	\$ -	\$ -
b) Other remuneration paid to:				
BC-based individual or partnerships	515	\$ 7,097,155	\$ 4,396,902	\$ 2,700,253
Solely-owned Taxable Canadian Corporation	516	\$ 161,632	\$ 126,632	\$ 35,000
Multi-owned Taxable Canadian Corporations	520	\$ 635,409	\$ 635,409	\$ -
Partnerships carrying on business in Canada	521	\$ -	\$ -	\$ -
Reimbursement of salaries & wages made by a wholly-owned subsidiary to a taxable Canadian parent	525	\$ -	\$ -	\$ -
BC Labour Expenditure-current year	A	\$ 7,894,196	\$ 5,150,943	\$ 2,735,253
Add: Unclaimed BC labour expenditure from the preceding year:				
BC Labour expenditure for the previous year only	530	\$ -	\$ 2,391,425	\$ (2,391,425)
Less: Qualified BC Labour Expenditure for the previous year only	535	\$ -	\$ -	\$ -
Carry forward Amount (Positive Amounts Only)	B	\$ -	\$ 2,391,425	\$ (2,391,425)
A + B		\$ 7,894,196	\$ 7,550,369	\$ 343,827
Less: Amounts transferred to a wholly-owned subsidiary that claims the amount as a qualified BC labour Expenditure	550	\$ -	\$ -	\$ -
BC LABOUR EXPENDITURE FOR THE YEAR	C	\$ 7,894,196	\$ 7,550,369	\$ 343,827
QUALIFIED B. C. LABOUR EXPENDITURE - THE LESSER OF C AND D	590	\$ 7,366,588	\$ 7,344,824	\$ 21,764

PLEASE ENTER LINE 590 FIGURES INTO EITHER WP 820-35 OR WP 820-30

6484

PROTECTED B

B.C. FILM AND TELEVISION TAX CREDIT
CALCULATION OF B.C. BASIC TAX CREDIT AND SUMMARY
 (Applicable for fiscal years ending AFTER December 31, 2007)

Henchmen Productions Inc.
 31-Dec-15
 Production: Henchmen

T1196
Schedule 422
Page 2 of 4

Basic Tax Credit

	<u>Taxpayer</u>	<u>CRA</u>	<u>Difference</u>
Qualified B. C. Labour Expenditure	\$ 7,366,588	\$ 7,344,824	\$ 21,764
Multiply by applicable Rate	35%	35%	35%
	\$ 2,578,306	\$ 2,570,689	\$ 7,617

For Interprovincial co-production only, complete the

copyright % calculation below, otherwise enter 100%

BASIC TAX CREDIT

610	100%	100%	100%
620	\$ 2,578,306	\$ 2,570,689	\$ 7,617

Copyright percentage calculation for Interprovincial co-productions

Percentage of copyright owned by the corporation	AA	0.00%	0.00%	0.00%
Total Copyright %	a	100.00%	100.00%	100.00%
Deduct:				
% of copyright owned by federal or provincial agency	b	0.00%	0.00%	0.00%
% of copyright owned by non-profit organization	c	0.00%	0.00%	0.00%
Subtotal (a - (b+c))	BB	100.00%	100.00%	0.00%
Percentage of Copyright owned by the claimant	CC	0.00%	0.00%	0.00%

SUMMARY OF TOTAL B. C. FILM AND TELEVISION TAX CREDITS

BASIC TAX CREDIT	\$ 2,578,306	\$ 2,570,689	\$ 7,617
REGIONAL TAX CREDIT	\$ 920,824	\$ 918,103	\$ 2,720
DISTANT LOCATION REGIONAL TAX CREDIT	\$ 441,995	\$ 440,689	\$ 1,306
TRAINING TAX CREDIT	\$ -	\$ -	\$ -
DIGITAL ANIMATION OR VISUAL EFFECTS TAX CREDIT	\$ 1,370,538	\$ 1,309,398	\$ 61,141
TOTAL B.C. FILM AND TELEVISION TAX CREDITS	800 \$ 5,311,663	\$ 5,238,879	\$ 72,784

** For taxation years end after January 1, 2008 the effective rate is 35%.

WP 820-35
 (Rev Nov/10)

6485

B.C. FILM AND TELEVISION TAX CREDIT**PROTECTED B****CALCULATION OF REGIONAL, DISTANT LOCATION, AND TRAINING TAX CREDIT**

Henchmen Productions Inc.
31-Dec-15
Production: Henchmen

T1196
Schedule 422
Page 3 of 4

REGIONAL TAX CREDIT WHEN PRINCIPAL PHOTOGRAPHY IS AFTER MARCH 31, 2003**Regional Tax Credit****Qualified B. C. Labour Expenditure After Dec 31, 2002**

Deduct: B. C. Labour for ineligible television episodes

Qualified B. C. Labour Expenditure for R.T.C.

	Taxpayer	CRA	Difference
	\$ 7,366,588	\$ 7,344,824	\$ 21,764
690	\$ -	\$ -	\$ -
	<u>\$ 7,366,588</u>	<u>\$ 7,344,824</u>	<u>\$ 21,764</u>

Principal Photography days in BC outside designated area

Total Principal Photography days in BC

X Proration Rate

Prorated Qualified BC Labour Expenditure

Multiply by applicable Rate

695	635	635	\$ -
700	635	635	\$ -
	1.00	1.00	-
	\$ 7,366,588	\$ 7,344,824	\$ 21,764
	12.5%	12.5%	12.5%
REGIONAL TAX CREDIT	705	<u>\$ 920,824</u>	<u>\$ 918,103</u>
			<u>\$ 2,720</u>

DISTANT LOCATION REGIONAL TAX CREDIT WHEN P.P BEGINS AFTER FEB 19, 2008**Distant Location Regional Tax Credit****Qualified B. C. Labour Expenditure After Dec 31, 2007**

Deduct: B. C. Labour for ineligible television episodes

Qualified B.C. labour for Distant Location Regional Tax Credit

645	\$ 7,366,588	\$ 7,344,824	\$ 21,764
655	\$ -	\$ -	\$ -
	<u>\$ 7,366,588</u>	<u>\$ 7,344,824</u>	<u>\$ 21,764</u>

Total number of Days in a distant location

Total Principal Photography days in BC

X Proration Rate

Prorated Qualified BC Labour Expenditure

Multiply by applicable Rate

660	635	635	\$ -
665	635	635	\$ -
	1.00	1.00	-
	\$ 7,366,588	\$ 7,344,824	\$ 21,764
	6%	6%	6%
DISTANT LOCATION REGIONAL TAX CREDIT	670	<u>\$ 441,995</u>	<u>\$ 440,689</u>
			<u>\$ 1,306</u>

TRAINING TAX CREDIT

Lesser of:

1) BC Labour Expenditure paid to BC based individuals
in an approved training program

Less: Any assistance for the training program

Net BC labour expenditure

Multiply by applicable Rate

	Taxpayer	CRA	Difference
674	\$ -	\$ -	\$ -
678	\$ -	\$ -	\$ -
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
	30%	30%	30%
A	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
	3%	3%	3%
B	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

AND 2) QUALIFIED B. C. LABOUR EXPENDITURE

Multiply by applicable Rate

TRAINING TAX CREDIT-LESSER OF A AND B

685	\$ -	\$ -	\$ -
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WP 825

(Rev Nov/10)

6486

B.C. FILM AND TELEVISION TAX CREDIT**PROTECTED B****CALCULATION OF THE DIGITAL ANIMATION AND VISUAL EFFECT TAX CREDIT**

Henchmen Productions Inc.
31-Dec-15
Production: Henchmen

T1196
Schedule 422
Page 4 of 4

	<u>Taxpayer</u>	<u>CRA</u>	<u>Difference</u>
a) Salaries and wages	710 \$ -	\$ -	\$ -
b) Other remuneration paid to:			
i) BC-based individual or partnerships	715 \$ 7,069,155	\$ 4,396,902	\$ 2,672,253
ii) Solely-owned Taxable Canadian Corporation	720 \$ 155,270	\$ 120,270	\$ 35,000
iii) Multi-owned Taxable Canadian Corporations	725 \$ 607,222	\$ 607,222	\$ -
iv) Partnerships carrying on business in Canada	726 \$ -	\$ -	\$ -
iv) Reimbursement of salaries & wages made by a wholly owned subsidiary to a taxable Canadian parent	730 \$ -	\$ -	\$ -
Total of current year's D.A.V.E. Labour Expenditures	\$ 7,831,647	\$ 5,124,394	\$ 2,707,253
Add: ALL Previous years' D.A.V.E. labour	\$ -	\$ 2,357,878	\$ (2,357,878)
Total BC Labour for D.A.V.E.	735 \$ 7,831,647	\$ 7,482,272	\$ 349,375
Deduct: Assistance related to D.A.V.E. labour	740 \$ -	\$ -	\$ -
Deduct: DAVE BC Labour Exp. claimed in a previous year	745 \$ -	\$ -	\$ -
Deduct: DAVE Labour transferred to a wholly-owned subsidiary as a reimbursement	750 \$ -	\$ -	\$ -
Total of Lines 740, 745 and 750	\$ -	\$ -	\$ -
Qualifying DAVE labour expenditure for the taxation year	\$ 7,831,647	\$ 7,482,272	\$ 349,375
Multiply by Applicable Rate	15%	15%	15%
	<u>\$ 1,174,747</u>	<u>\$ 1,122,341</u>	<u>\$ 52,406</u>
<u>If Principal Photography begins after February 28, 2010, add the following additional amount:</u>			
Qualifying DAVE labour expenditure for the taxation year	\$ 7,831,647	\$ 7,482,272	\$ 349,375
Multiply by Applicable Rate	2.5%	2.5%	2.5%
	<u>\$ 195,791</u>	<u>\$ 187,057</u>	<u>\$ 8,734</u>
DIGITAL ANIMATION AND VISUAL EFFECT TAX CREDIT	760 <u>\$ 1,370,538</u>	<u>\$ 1,309,398</u>	<u>\$ 61,141</u>

**FEDERAL CANADIAN FILM OR VIDEO PRODUCTION TAX CREDIT
CALCULATION OF THE LABOUR EXPENDITURE AND TAX CREDIT**

Henchmen Productions Inc.
31-Dec-2015
Production: Henchmen

PROTECTED B

**T1131
Schedule 47**

APPLICABLE TO RULES IN EFFECT ON OR AFTER NOVEMBER 14, 2003

	<u>Taxpayer</u>	<u>CRA</u>	<u>Difference</u>
Production costs incurred to the end of the current taxation year	421 \$ 12,285,605	\$ -	\$ 12,285,605
Deduct the total of:			
BC FTTC received or receivable - current year	\$ -	\$ -	\$ -
BC FTTC received or receivable - prior years	\$ -	\$ -	\$ -
Telefilm EIP - deemed to be assistance	\$ -	\$ -	\$ -
Other Gov't & non-Gov't Assistance that is not repaid	\$ -	\$ -	\$ -
	423 \$ 6,952,189	\$ -	\$ 6,952,189
Net Production Costs : 421 less 423	\$ 5,333,416	\$ -	\$ 5,333,416
x Applicable Rate	60%	60%	60%
	\$ 3,200,050	\$ -	\$ 3,200,050
Less: Qualified Labour Expenditure for ALL previous year	427 \$ -	\$ -	\$ -
PRODUCTION COST LIMIT	430 \$ 3,200,050	\$ -	\$ 3,200,050
Labour Expenditure is the total of the following:			
(a) Salaries and Wages that are directly attributable	601 \$ -	\$ -	\$ -
(b) Other Remuneration paid to:			
i) Individuals	603 \$ 7,097,155	\$ -	\$ 7,097,155
ii) Multi-owned Taxable Canadian Corporations	605 \$ 1,187,909	\$ -	\$ 1,187,909
iii) Solely owned Taxable Canadian Corporations	606 \$ 314,645	\$ -	\$ 314,645
iv) Partnerships carrying on business in Canada	607 \$ -	\$ -	\$ -
v) Reimbursement of salaries & wages made by a wholly-owned subsidiary to a taxable Canadian parent	609 \$ -	\$ -	\$ -
LABOUR EXPENDITURE FOR THE CURRENT YEAR	\$ 8,599,709	\$ -	\$ 8,599,709
Add: Carry forward of preceding years labour due to production cost limit restriction:			
Labour expenditure for ALL previous years	611 \$ -	\$ -	\$ -
Less: Qualified Labour Expenditure for ALL previous year	613 \$ -	\$ -	\$ -
Carry forward Amount	\$ -	\$ -	\$ -
TOTAL LABOUR EXPENDITURE	\$ 8,599,709	\$ -	\$ 8,599,709
Less: Amounts transferred to a wholly-owned subsidiary from the Canadian Parent per reimbursement agreement	615 \$ -	\$ -	\$ -
TOTAL LABOUR EXPENDITURE	618 \$ 8,599,709	\$ -	\$ 8,599,709
QUALIFIED LABOUR EXPENDITURE - LESSER OF 618 AND 430	\$ 3,200,050	\$ -	\$ 3,200,050
X Applicable Rate	25%	25%	25%
CANADIAN FILM OR VIDEO PRODUCTION TAX CREDIT	620 \$ 800,013	\$ -	\$ 800,013
CANADIAN FILM OR VIDEO PRODUCTION TAX CREDIT	620 \$ 800,013	\$ -	\$ 800,013
TOTAL CANADIAN FILM OR VIDEO PRODUCTION TAX CREDIT	\$ 800,013	\$ -	\$ 800,013

6488

SCHEDULE 8 - REVISED CAPITAL COST ALLOWANCEHenchmen Productions Inc.
31-Dec-2015**PROTECTED B**

	200	Class 10	Class 10(s)	
		Taxpayer	CRA	Difference
Opening U. C. C. balance: 01-Jan-2015	201	\$ 2,188,201	\$ 2,188,201	\$ -
Add: Net Additions in the year:				
Total Production Cost incurred in the year		\$ -	\$ 9,545,166	\$ (9,545,166)
Deduct: % of ownership by others		\$ -	\$ -	\$ -
Net additions in the year	203	\$ 2,345,202	\$ 9,545,166	\$ (7,199,964)
Adjustments: (negative amounts in brackets)				
Federal Canadian Film or Video Prod. Tax Credit earned		\$ -	\$ -	\$ -
B.C Film and Television Tax Credit earned		\$ -	\$ (5,238,879)	\$ 5,238,879
Other Gov't & Non-Gov't Assistance received and receivable		\$ -	\$ -	\$ -
Canadian Media Fund - Licence Fee Program		\$ -	\$ -	\$ -
Telefilm EIP - deemed to be assistance		\$ -	\$ (1,124,561)	\$ 1,124,561
Total Adjustments	205	\$ -	\$ (6,363,440)	\$ 6,363,440
Deduct: Proceeds of Disposition during the year	207	\$ -	\$ -	\$ -
Undepreciated Capital Cost (201+203+205-207)		\$ 4,533,403	\$ 5,369,927	\$ (836,524)
Less: 50% of Additions less dispositions (See Note)	211	\$ 1,172,601	\$ 1,590,863	\$ (418,262)
Balance available for Capital Cost Allowance		\$ 3,360,802	\$ 3,779,064	\$ (418,262)
x Capital Cost Allowance Rate	212	30%	30%	30%
Regular Capital Cost Allowance Allowed		\$ -	\$ -	\$ -
UCC Balance before additional CCA allowed		\$ 4,533,403	\$ 5,369,927	\$ (836,524)
Less: Additional CCA Allowed per Regulation:				
Lesser of:				
a) Revised Net Income		\$ -		
and				
b) UCC Balance		\$ 5,369,927	\$ -	\$ -
Ending U. C. C. balance: 31-Dec-2015	220	\$ 4,533,403	\$ 5,369,927	\$ (836,524)
Regular Capital Cost Allowance Allowed per above		\$ -	\$ -	\$ -
Accelerated Capital Cost Allowance Allowed per above		\$ -	\$ -	\$ -
Total Capital Cost Allowance Allowed	217	\$ -	\$ -	\$ -
Calculation of Revised Net Income before claiming Additional CCA:				
Net Income after additions on the Schedule 1				\$ -
<u>Audit Adjustments</u>				
Deduct: Regular Class 10(x) CCA allowed per above	403		\$ -	
			\$ -	
			\$ -	
Total Audit Adjustments				\$ -
Revised Net Income before accelerated CCA				\$ -

Note: If this is the second year of the production and the film is now available for use, both the opening UCC and the net additions are subject to the 50% rule.

WP 900

(Rev Nov/10)

6489

Henchmen Productions Inc.
 FYE: December 31, 2015
 Summary of adjustments
 Production: Henchmen

PROTECTED B

Auditor: H. Nakai
 Date: July 5, 2017

Individuals labour expendituresBCFTTC

BC Individual labour - code 01

\$ 4,697,329

DisallowedReason for disallowing

Burnett, Eric	33,049	Not a BC resident
Christie, Holly	21,209	Not a BC resident
Ghiga, Cosmin	20,159	Not a BC resident
Hancox, Jason	28,968	Insufficient evidence BC resident.
Lam, Andrew	6,398	Insufficient evidence BC resident.
Lepage-Andre, Pascale	35,153	Not a BC resident
Lo, Garpi	73,938	Not a BC resident
Rohu, Owen	38,776	Insufficient evidence BC resident.
Saumure, Brandon	42,775	Insufficient evidence BC resident.
	<u>\$ 300,427</u>	

Individuals labour expenditure allowed:

Line 515: \$ 4,396,902

Solely-Owned taxable Canadian Corporations labour expenditures

BC Corp Solely Owned - code 02

\$ 161,632

DisallowedReason for disallowing

Bron Animation Inc. (\$100,000 x 35%)	35,000	Multi-owned labour expenditure
---------------------------------------	--------	--------------------------------

Solely-Owned Corporations labour expenditure allowed:

Line 516: \$ 126,632

Prior year labour expenditure - 2014

BC Individual labour - code 01

\$ 2,389,825

BC Multi Owned labour - code 03

12,957

\$ 2,412,782

DisallowedReason for disallowing

Hancox, Jason	21,357	Insufficient evidence BC resident.
BC labour expenditure for the previous year only - allowed:	<u>\$ 2,391,425</u>	

Line 530: \$ 2,391,425

Production costsBCFTTC

Total production costs per Cost Report:

\$ 12,267,869

Less Ineligible costs:

Account#13201 - Craft Services: \$36,674 x 50%
 CAVCO and FIBC Application Fees

18,337

7,858

\$ 26,285

Production costs allowed:

\$ 12,241,574

Production costsSchedule 8

Total production costs per Cost Report:

\$ 12,267,869

Less Ineligible costs: Account#13201 - Craft Services: \$36,674 x 50%
 Less production costs incurred in prior year

18,337

2,704,186

\$ 2,722,503

Production costs allowed for current year:

Line 203: \$ 9,545,166

APPENDIX G

MEDIA HOUSE CAPITAL (CANADA) CORP.

5542 Short Street
Burnaby, BC V5J 1L9

TAX CREDIT LOAN AND SECURITY AGREEMENT (the "Loan")

Dated as of: October 7, 2013

Lender: MEDIA HOUSE CAPITAL (CANADA) CORP. ("Lender"), a federally registered Canadian corporation, provincially registered in the Provinces of British Columbia and Ontario, with principal offices at 5542 Short Street, Burnaby, BC V5J 1L9

Borrower: HENCHMEN PRODUCTIONS INC. ("Borrower"), a company incorporated pursuant to the laws of British Columbia, with a principal address at 5542 Short Street, Burnaby, BC V5J 1L9

Project: A feature animation film currently entitled "Henchmen" (the "Project")

Key Terms:

GROSS LOAN AMOUNT: CDN\$2,390,000

LOAN FACILITATION FEE: CDN\$223,364

CURRENCY OF LOAN: CANADIAN

1. LOAN

Subject to the terms and conditions contained herein, Lender hereby agrees to make available to Borrower the Loan more particularly described in this Loan.

2. LOAN DETAILS**2.1 Loan Amount**

Lender, subject to each of the terms and conditions contained herein, hereby agrees to make available to Borrower the Loan in an amount not to exceed the Loan Amount.

2.2 Loan Amount

The Loan Amount shall be equal to CDN\$2,390,000;

2.3 Use of Proceeds

Borrower shall use the proceeds of the Loan to finance a portion of the production costs of the Project in accordance with the approved Cash Flow and the Budget and for no other purpose.

2.4 Currency

All amounts drawn by Borrower and repaid to Lender under the Loan shall be denominated in lawful currency of Canada.

2.5 Term

The Loan shall be repaid to Lender not later than eighteen (18) months from the date of the initial disbursement of the Loan (the "Default Date").

In the event that the Tax Credits have not been repaid in full on or before the Default Date, Lender may, in its sole and absolute discretion, upon written request from Borrower, agree to extend the Default Date on terms as the Parties shall mutually agree in writing (the "Loan Extension Period").

2.6 Prepayment

Advances made under the Loan may be prepaid before the Default Date, provided the date of repayment shall not affect the entitlement of Lender to the Loan Facilitation Fee, which shall be non-refundable and earned upon the execution of this Loan.

2.7 Interest Rate

The Loan will bear interest on so much of the outstanding amount thereof as may remain unpaid from time to time at the rate of thirteen percent (13%) per annum, compounded monthly (the "Interest") on the total Loan amount plus any Interest accrued thereon, calculated on a going-forward basis from the date of the Initial Disbursement (as hereafter defined) of the Loan to the Borrower, until payment in full has been received. For clarity, if the Tax Credits remitted by CRA before or after the Default Date are less than the Tax Credit Estimate, all unpaid amounts resulting from the shortfall shall bear interest at the rate of thirteen percent (13%) per annum in accordance with this paragraph.

2.8 Loan Facilitation Fee

As consideration for Lender's entering into this Agreement and its commitment to make the Loan, Borrower shall pay to Lender the Loan Facilitation Fee in the amount of Two Hundred Twenty Three Thousand Three Hundred Sixty Four Dollars (\$223,364), which amount shall be paid out of the Initial Disbursement under the Loan. The Loan Facilitation Fee:

- (a) shall not be refundable for any reason, shall be payable without set-off, defense or counterclaim of any kind, and is in addition to any other fee, cost or expense payable hereunder; and
- (b) constitutes compensation for services rendered by Lender.

3. EXPENSES

3.1 Loan Facilitation Fee Payment

Borrower hereby authorize Lender to pay the Loan Facilitation Fee and the Lender's legal fees as contemplated herein from the proceeds of the first advance under the Loan Amount.

3.2 Legal Fees

All legal fees and expenses of Lender and Borrower are to be borne by Borrower whether the present financings are completed or not. The Lender's legal fees shall be deducted and paid from the Loan Facilitation Fee.

4. TAX CREDITS

4.1 Disbursement

Subject to all other conditions provided for herein, Lender shall make advances hereunder in accordance with the Borrowing Certificate set out in Schedule "B" attached hereto.

4.2 Tax Credit Repayments

Notwithstanding the due date provided for in Section 2.6, all amounts advanced under the Loan shall be due and immediately payable on demand. In addition, Borrower undertakes to repay in full to Lender all amounts advanced under the Loan in respect of the applicable Tax Credits on the earliest of the date on which any Borrower:

- (a) files its income tax returns for a given financial year if, as at that date, the Tax Credits receivable are offset against income taxes due and/or payable by Borrower;
- (b) is required by law to file its income tax returns for a given financial year, if such income tax returns have not been filed within the prescribed time;
- (c) receives notices of assessment issued by the competent tax authorities together with a payment which factors into account the Tax Credit receivable for a given fiscal year in respect of the Project; or
- (d) receives a tax credit refund from the competent tax authorities for a given fiscal year as part of the Project provided that if Borrower receives interim payment for the given fiscal year, only the amount received shall be required to be repaid.

5. REPAYMENTS

5.1 Early Repayment

The Loan may be repaid by Borrower before the Default Date, without bonus or penalty. However, the date of repayment shall not affect the entitlement of Lender to any Loan Facilitation Fee, which shall be non-refundable and earned upon the execution of this Loan.

5.2 Default Date

The indebtedness pursuant to the Loan shall be payable upon demand. In the absence of such demand, the indebtedness pursuant to the Loan shall be repaid to Lender on or before the Default Date.

6. INTENTIONALLY DELETED

7. INTENTIONALLY DELETED

8. INSURANCE

- 8.1 The Borrower have obtained from financially responsible insurance companies and shall at all times maintain in good standing a comprehensive all-risk insurance policy, an errors and omissions insurance policy and an entertainment package insurance policy in respect of the Project ("Insurance Policies").
- 8.2 The Insurance Policies shall be on terms and in such amounts as reflects customary industry standard and practice and as otherwise may be reasonably required by Lender.
- 8.3 The Borrower agree to cause Lender to be noted as an additional loss payee and/or an additional insured, as applicable, on the Insurance Policies.

9. SECURITY

As security for the indebtedness and all other obligations of Borrower to Lender in connection with the Project under the Loan, Borrower shall provide or cause to be provided to Lender the following as security ("Security"), all of which Security shall be in a secondary position to a senior tax credit lender on the Project:

- 9.1 From Borrower, a second ranking General Security Agreement on all of Borrower's personal property, movable property, present and future, tangible and intangible, corporeal and incorporeal. to be registered by Lender's counsel in all applicable jurisdictions (collectively, the "Collateral");
- 9.2 specific assignments from each Borrower in favor of Lender of each of the Tax Credits;
- 9.3 a power of attorney and directions of payment authorizing Lender to collect, or cause to be collected, the Tax Credits owing in respect of the Project;

- 9.4 denote Lender as an additional insured and/or loss payee under the Insurance Policies, and furnish Lender with: (i) certificates of insurance, and (ii) certified copies of the Insurance Policies;
- 9.5 any such subordination agreements or estoppel and stepback letters as may be required by the senior tax credit lender; and
- 9.6 any other security, certificate, agreements and opinions as deemed necessary by Lender.

10. REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender, each with respect to itself, that:

- 10.1 it is a duly constituted, registered and organized company and is in good standing under the laws governing it, and it has the powers, permits and licences required to carry on its business and to own, operate and administer its property;
- 10.2 it is not a party to any litigation or legal proceedings or threatened litigation or legal proceedings which could have an effect on its financial position or on its ability to carry on its business, or on its ability to perform its obligations with respect to the Production Services Agreements (defined below) or on its ability to perform obligations hereunder or under the Security;
- 10.3 it has good and marketable title to all its property free and clear of all prior claims, mortgages, security interests, pledges, liens or other similar encumbrance other than Permitted Encumbrances;
- 10.4 it is not in default under the agreements to which it is a party nor under the legislation and regulations applicable to the conduct of its business;
- 10.5 with respect to Borrower only, all taxes, assessments, deductions at source, income tax or annuities or other amounts owing or required to pay have been paid by it where the failure to pay could give rise to a claim pursuant to any applicable law, legislation or otherwise which claim ranks or is capable of ranking prior to Lender's Security or otherwise prior to any claim by Lender for repayment hereunder or under the Security; and
- 10.6 the execution, delivery and performance of this Loan by it has been duly authorized by all necessary actions and does not violate its constating documents or any applicable laws or commercial agreements by which it or its property is subject.

11. CONDITIONS PRECEDENT TO ADVANCE

Prior to the first advance of any amounts under the Loan, and prior to any subsequent advance (if applicable, and required by Lender), Borrower shall, as applicable and as requested, provide

or cause to provide, execute or perform the following to the satisfaction of Lender and its legal advisor:

11.1 Documents required

Prior to the first disbursement of any amounts described herein and prior to any subsequent advance (if applicable, and required by Lender), the following documents shall be furnished to Lender in form and substance satisfactory to it and to its legal advisors:

- (a) the Security;
- (b) a duly certified copy of the resolution of the Board of Directors of each Borrower relating to its authority to execute this Loan and the Security, to perform its obligations hereunder and to deliver the security required herein;
- (c) evidence, in form and substance acceptable to Lender and its legal advisors, that Borrower has complied with the provisions dealing with insurance herein and in the security documents contemplated herein;
- (d) the instruments or contracts creating the Security duly executed by Borrower and all other parties concerned;
- (e) chain of title documents evidencing the Borrower as the sole owner of the copyright in and to the Project;
- (f) a written opinion from a party acceptable to the Lender with respect to the quantum and validity of the Tax Credits as outlined in Section 4.1;
- (g) evidence of applications submitted to CAVCO, Creative BC and any other relevant Provincial Government Entity for the Tax Credits in respect of the Project;
- (h) the payment in full of Lender's legal fees and expenses as provided for herein;
- (i) any other documents which Lender may reasonably request.

12. OBLIGATIONS OF BORROWER

12.1 Affirmative Borrower Covenants:

Until payment in full by Borrower to Lender of any and all indebtedness under this Loan, each Borrower shall:

- (a) use the proceeds of the Loan only for the purposes provided for herein;
- (b) carry on its business (including, without limitation the production of the Project) in a diligent and continuous manner;

- (c) furnish to Lender the final cost reports and tax filings of such Borrower within sixty (60) days of the end of Borrower's fiscal year; provided that, notwithstanding the foregoing, the BC Borrower shall furnish to Lender and file its tax returns for its 2016 financial year within two (2) months of the Closing Date, the failure of which to do shall be deemed an uncured Default hereunder;
- (d) furnish to Lender a current:
 - (i) cost report and/or payroll report, as applicable;
 - (ii) trial balance;
 - (iii) list of the funds receivable with respect to the Project for all financing not provided by Lender;
 - (iv) up to date cost report detailing the production costs incurred versus the Budget indicating that the funds then still available to Borrower are sufficient to complete the Project, with a written explanation of any material variance from the: (A) Budget; and (B) production schedule;
- (e) file, by the stipulated deadlines, its income tax returns and any other documents required, as applicable, with the competent authorities for the purpose of obtaining the Tax Credits and provide Lender with a copy of the income tax filings of such Borrower within sixty (60) days of the end of its fiscal year;
- (f) promptly notify and provide Lender with a copy of all notices of assessment or changes to the Tax Credits with respect to the Project issued by tax authorities in respect of such Borrower or the Project;
- (g) promptly notify Lender of a breach of any covenant or other term or condition of this Loan, the Security or any agreement entered into either by Borrower in connection with the Project;
- (h) immediately notify Lender of any legal proceedings or litigation, whether threatened, pending or otherwise, materially affecting Borrower;
- (i) immediately notify Lender of any circumstances or event which could adversely affect the financial condition of Borrower or the Project or adversely affect the ability of Borrower to perform Borrower's obligations under the Loan or the Security;
- (j) at any time, but prior to an event of default only during regular business hours and subject to two (2) Business Days' written notice, give Lender's representatives the right to inspect such Borrower's establishments and provide access thereto,

and further permit Lender's representatives to examine their books of account and other records, and take extracts therefrom and/or copies thereof;

- (k) maintain, at all times, the Insurance Policies and otherwise maintain insurance coverage on the property of such Borrower against loss or damage caused by fire and any other risk as is customarily maintained by companies carrying on a similar business; obtain and maintain in effect the permits and licenses required to carry on its business and comply with applicable laws;
- (l) punctually pay all taxes, assessments, deductions at source, income tax or annuities or other amounts owing or required to be paid, where failure to pay could give rise to a claim pursuant to any applicable law, legislation or otherwise which ranks or is capable of ranking prior to Lender's Security or otherwise prior to any claim by Lender for repayment hereunder or under the Security for which the payment thereof is guaranteed by prior claim;
- (m) comply with the covenants with respect to the Tax Credits set forth in Schedule "C" hereto;
- (n) use all proceeds received by Borrower or any other applicable production services company to repay or cause to be repaid the total indebtedness herein; and
- (o) provide Lender with any information or document it may reasonably require from time to time.

12.2 Negative Covenants

Borrower undertakes not to carry out the following transactions or operations:

- (a) without obtaining the prior written consent of Lender, such consent not to be unreasonably withheld or delayed:
 - (i) substantially change the nature of its operations or business;
 - (ii) change its ownership; and
 - (iii) merge with another company, dissolve or wind-up; or
- (b) in the case of Borrower, without obtaining the prior written consent of Lender, such consent not to be unreasonably withheld or delayed;
 - (i) create or permit the existence of security on present and future property, except for Permitted Encumbrances;

- (ii) declare or pay dividends on its shares, purchase or redeem its shares or otherwise reduce its capital;
- (iii) grant loans to its officers, directors or shareholders; or
- (iv) grant a loan or an investment or provide financial assistance to a third party by way of a guarantee or otherwise.

13. REMEDIES OF LENDER

13.1 Rights and Recourse of Lender

The Debt shall immediately become due and payable on the Default Date or upon the delivery by Lender to Borrower of a written demand ("Demand") for payment thereof. If: (i) the Repayment Amount has not been paid on the Default Date; or (ii) following delivery of a Demand, the Borrower shall not then repay the Repayment Amount in full and such default, to the extent capable of being cured, remains uncured for twenty (20) days (the "Cure Period"); (iii) there has been any default, event of default, or breach of any other term, covenant, representation or warranty by the Borrower under this Loan or any other document executed in favour of the Lender in connection herewith which remains uncured, if capable of being cured, after the Cure Period or (iv) there has been a default pursuant to paragraphs 12.1(c) and/or (d) (the events in (i)-(iv) are each a "Default"), then Lender may proceed to realize its security interest in the Collateral and to enforce its rights at law hereunder or under the Security by doing any one or more of each of the following:

- (a) Lender may declare liquid and eligible all monetary obligations of Borrower still outstanding at that time and claim from Borrower, immediate payment of the principal, interest, fees and any other amount, including both internal and third party fees and expenses incurred by Lender resulting from the collection and protection of the Repayment Amount and the execution of any other obligation of Borrower to Lender;
- (b) Borrower shall lose all rights and privileges hereunder, including and without limitation, the right to receive additional advances under the Loan;
- (c) With respect to analysis, realization, sale, transfer, delivery or payment to be made in collection of the Repayment Amount, including the exercise of the Security, the Collateral and any other security held by Lender, Lender may charge Borrower: (i) monitoring, review, analysis, administration and follow-up charges and expenses as incurred by Lender, on a cost basis as determined by Lender; and (ii) actual costs and expenses incurred by Lender in retaining legal counsel, accountants or any other professional whose services may be required or deemed necessary, which amounts shall be added to the Repayment Amount and Lender

may withhold such charges and fee amounts from the proceeds of the realization on Security;

- (d) any amount collected or received by Lender, including the balance of any proceeds of the realization on the Security and other security, may be withheld by Lender and may, at Lender's discretion, be charged to any portion of Borrower's indebtedness whatsoever to Lender;
- (e) any amount incurred and paid by Lender (including all amounts set forth in this Section) to realize, retain or preserve any security given by Borrower to Lender hereunder or by law, shall bear interest at the rate of seventeen percent (17%) per annum compounded monthly until payment of said amount.

No Cure Period shall apply or be available where there already exists a material Default, or the Borrower are in persistent or continual Default.

13.2 Waiver, Omission and Cumulative Recourse

Lender may grant delays, accept or waive security, accept arrangements, grant releases and discharges and transact with Borrower as it shall deem acceptable without in any way derogating from or limiting the responsibility of Borrower or infringing on the rights of Lender under the Security provided for hereunder.

The omission on the part of Lender to avail itself of any of its rights hereunder shall not be construed as a waiver by Lender to take recourse in the event of such default or to exercise its rights.

Acceptance by Lender following demand of any sum owing to it or its exercising of any right or recourse hereunder or otherwise shall not preclude Lender from exercising any other right or recourse, which it may have, whether pursuant to any agreement or otherwise provided by law, said rights and recourse of Lender being cumulative and not alternative, and in addition to and not in substitution for, any other right or recourse of Lender.

14. INTERPRETATION

14.1 Definitions

Capitalized words and phrases used herein, which are not otherwise defined within the body of this Loan, shall have the meaning ascribed to them as set out in Schedule "A".

14.2 Accounting terms

Unless another definition is provided hereunder, each accounting term used in this Loan shall have the meaning ascribed to it in accordance with accounting principles generally accepted by the Canadian Institute of Chartered Accountants.

15. MISCELLANEOUS PROVISIONS

15.1 Currency and place of payment

Unless otherwise agreed in writing between Borrower and Lender, all amounts due by Borrower under this Loan shall be paid by Borrower to Lender in Canadian Dollars at Lender's principal address as noted in the preamble to this Loan.

15.2 Calculation of interest and arrears

- (a) Unless otherwise provided for herein, interest on any amount due hereunder shall be calculated daily and not in advance on the basis of a 365-day year or 366-day year, as the case may be.
- (b) For the purposes of the Interest Act (Canada) in the case of a leap year, the annual interest rate corresponding to the interest calculated on the basis of a 365-day year is equal to the interest rate thus calculated multiplied by 366 and divided by 365.
- (c) Any amount of principal, interest, commission, discount or of any other nature remaining unpaid at maturity, shall bear interest at the rate provided for herein, being understood that the said interest rate on arrears shall not exceed the maximum rate provided by law.
- (d) Interest on arrears shall be compounded monthly and payable on demand.

15.3 Records

Lender shall keep records evidencing the transactions effected under this Loan. Such records shall be prima facie conclusive evidence, in the absence of gross or manifest error, of the Repayment Amount due to Lender from time to time.

15.4 Compensation

Lender may make all appropriate accounting entries in its books and records in order to evidence the use of any deposits made with Lender in reducing or extinguishing Borrower's obligations herein, by way of compensation. Such compensation may be effected by Lender irrespective of currency and whether or not Borrower's obligations have matured. The provisions of this paragraph are in addition to and do not limit or restrict any other of the rights Lender may have at law or otherwise.

15.5 Deemed Trust

Until such time as the Repayment Amount has been repaid in full, any and all receivables, including the proceeds of the Tax Credits, received by Borrower or any party on its behalf, from or in respect of the Project, are hereby deemed to be the subject of a “trust” in favour of Lender and held strictly “in trust” by such recipient until paid over to Lender.

15.6 Confidentiality

Upon signing, Borrower agrees that it has not disclosed and will not disclose any elements of terms of this Loan to anyone other than Borrower’s professional advisors (as disclosed to Lender in writing).

15.7 Set-Off

Lender is authorized at any time and from time to time, without notice to Borrower, any such notice being expressly waived by Borrower, to set-off and apply any and all receipts, payments and deposits received or held by Lender to or from the credit or the account of either Borrower against any and all indebtedness and other obligations of either Borrower to Lender now or hereafter existing under this Loan and under any other arrangements between Lender and either Borrower, irrespective of whether Lender shall have made demand under this Loan. The rights set out herein are in addition to any other rights and remedies, including, without limitation, other rights of set-off, which Lender may have. Notwithstanding the foregoing provision, in the event of a Shortfall, Lender may, without notice to Borrower, any such notice being expressly waived by Borrower, debit any account of either Borrower in order to repay such Shortfall.

15.8 Cross Collateralization

The Loan and any and all Security provided to Lender by Borrower in respect thereof shall be cross collateralized and may be applied, in the discretion of Lender, against the outstanding balance of any and all other loans made at any time and from time to time by Lender to either Borrower,

15.9 Non-Business Days

Should any payment of capital or interest hereunder become due on a day which is not a Business Day, the due date thereof shall be extended to the immediately following Business Day.

15.10 Validity of Provisions

Any decision by a court rendering any of the provisions hereof null and non-executory shall in no way affect the other provisions hereof, or the validity or the enforceability thereof.

15.11 Loan Final

As soon as this Loan is signed by all Parties, it shall constitute the final agreement between the Parties and hereby replaces and supersedes any prior agreements or term sheets, whether verbal or written, between the Parties related to the transactions described in this Loan.

15.12 Modifications

Any modifications hereto or waiver of a right hereunder is without effect if it is not evidenced in a written document executed between the Parties.

15.13 Termination of Security

The Lender shall discharge the Security, at the expense of the Borrower, within fifteen (15) days after receipt of a written request by the Borrower following repayment of all amounts owing by the Borrower to the Lender and satisfaction and termination of all obligations and liabilities under the Loan.

15.14 Other documents

Borrower shall do all things and sign all documents in accordance with the terms herein which may be deemed necessary or appropriate by Lender for the purposes of giving full effect to the terms, conditions, undertakings and Security provided for in this Loan.

16. ACCESS TO INFORMATION

Until the Repayment Amount has been repaid in full, Borrower each hereby authorize any personal information agent, financial institution, creditor, tax authority, employer or any other person, including any public entity, having information concerning Borrower or their respective properties, including any information with respect to any undertaking, guarantee or suretyship given by Borrower, to furnish such information to Lender in order to: (i) verify the accuracy of all information furnished or to subsequently be furnished to Lender, and (ii) ensure the solvency of Borrower at all times. Borrower hereby authorize Lender to submit a copy of this Loan to any third party as authority to so furnish such information to Lender. Borrower hereby acknowledge and confirm that Lender may access, at any time, any on-line or electronic databases or software kept or maintained by the Lender or any of its affiliates to independently review or verify any production and/or accounting information related to the Project without further formality or consent.

17. GOVERNING LAW

This Loan shall be governed and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Borrower irrevocably attorn to the exclusive jurisdiction of the courts of British Columbia.

18. SUCCESSORS

This Loan shall extend to and shall be binding upon the Parties and their respective successors and permitted assigns.

19. ASSIGNMENT

Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of Lender, Lender may assign, sell or transfer all or any part of its rights and obligations under this Loan to any person without the consent of or notice to Borrower.

20. NON MERGER

The provisions of this Loan shall not merge with any Security provided to Lender, but shall continue in full force for the benefit of the parties thereto.

21. LANGUAGE

It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. *Les parties conviennent que la presente convention et tous les documents s'y rattachant soient rediges et signes en anglais.*

22. COUNTERPARTS AND ELECTRONIC TRANSMISSION

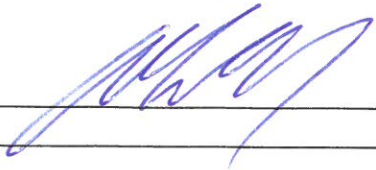
This Agreement may be executed in separate counterparts by the Parties and each counterpart shall when executed and delivered be an original document, but all counterparts shall together constitute one and the same instrument, Executed copies of the signature pages of this Agreement sent by facsimile or electronic transmission in a Portable Document Format (PDF) shall be treated as originals, fully binding and with full legal force and effect, and the Parties waive any rights they may have to object to such treatment.

[SIGNATURE PAGE FOLLOWS]

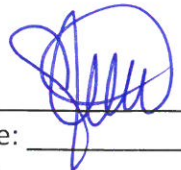
If the terms of this Agreement are satisfactory, please indicate your acceptance below and return the attached copy to Lender.

DATED as of October 7, 2013.

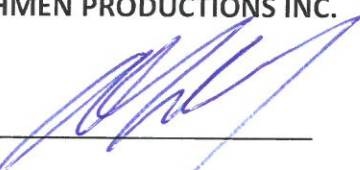
MEDIA HOUSE CAPITAL (CANADA) CORP.

Per: 
Name: _____
Title: _____

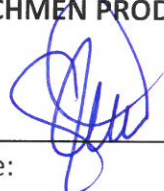
MEDIA HOUSE CAPITAL (CANADA) CORP.

Per: 
Name: _____
Title: _____

HENCHMEN PRODUCTIONS INC.

Per: 
Name: _____
Title: _____

HENCHMEN PRODUCTIONS INC.

Per: 
Name: _____
Title: _____

SCHEDULE "A" DEFINITIONS

Capitalized words and phrases not defined in the body of the attached Loan have the meaning therein as set out below:

"Borrower's Federal Tax Credit" means the anticipated Canadian federal government refundable Film or Video Production Services Tax Credit in respect of the Project administered by CAVCO and payable from CRA to BC Borrower in respect of the Project.

"BCPSTC" means the anticipated refundable British Columbia Production Services Tax Credit administered by BC Creative and CRA, which, combined with the DAVE Credit.

"Borrower" means, collectively, Henschmen Production, Inc, a company incorporated pursuant to the laws of the Province of British Columbia.

"Budget" means the final locked budget for the Project in the amount of \$21,000,000 which amount represents the sum attested to Borrower required to fully complete and deliver the Project.

"Business Day" means any day, other than a Saturday, Sunday or statutory holiday, on which the offices of Lender are open in the Province of British Columbia.

"Canadian Dollars" or **"CDN\$"** means lawful money of Canada,

"Cash Flow" means the schedule of expenses and inflows in respect to the Project based on the Budget.

"CAVCO" means the Canadian Audio-Visual Certification Office.

"Closing Date" means the date on which all of the conditions precedent to first advance have been satisfied by Borrower, or waived in writing by Lender, and Lender is prepared to make an advance under the Loan.

"CRA" means Canada Revenue Agency.

"Loan" means an individual Loan being made available by Lender to Borrower pursuant to the Loan.

"Loan Amount" means the maximum amount of indebtedness available to be outstanding at any time and from time to time under Loan, being CDN\$2,285,921.

"Default Date" means the date specified in Section 2.6.

"Loan Extension Period" means the period of time by which the Lender agrees to extend the Default Date.

“Loan Facilitation Fee” has the meaning ascribed to in in Section 2.9.

“DAVE Credit” means the Digital Animation and Special Effects tax credit administered by BC Creative and CRA in respect of the Project

“Repayment Amount”, “indebtedness” or “total indebtedness” means the aggregate amount of principal, interest and fees due by Borrower and any other expenses of whatever nature (including protective disbursements) which may be incurred hereunder by Lender from time to time.

“Estimated Tax Credits” means the estimate of the Tax Credits expected to be earned by the Borrower based upon review of the budgeted expenditures by a CPA.

“Federal Tax Credits” means, collectively, the BC Borrower’s Federal Tax Credit and the ON Borrower’s Tax Credit.

“Finance Plan” means the schedule setting out all of the sources of financing available to Borrower to finance the production of the Project.

“Lender” means Media House Capital (Canada) Corp.

“Loan” means this Loan of financing, including all schedules attached hereto.

“Parties” means Lender and Borrower.

“Permitted Encumbrances” means collectively encumbrances granted by Borrower in favour of Lender and encumbrances consented to in writing by Lender and any encumbrances granted to any guild or union in the ordinary course of production of the Project provided they rank inferior to Lender’s security interests until such time as the Repayment Amount has been repaid in full.

“Provincial Government Entity” means Creative BC.

“Provincial Tax Credits” means, collectively, the BCPSTC and DAVE Credit.

“Shortfall” means any shortfall between: (a) the sum of the indebtedness and Lender’s calculation of Borrower’ future obligations to Lender under this Loan, and (b) the sum of the proceeds of the Tax Credits.

“Tax Credits” means collectively the Provincial Tax Credits and the Federal Tax Credits.

SCHEDULE "C"
COVENANTS AND AGREEMENT RE: TAX CREDITS

Borrower covenants and agrees with Lender that for so long as any Repayment Amount remains outstanding:

Borrower, shall, take all necessary action to ensure that the Tax Credits become due and payable as soon as possible, and in this connection agrees to take, without limitation, the following actions:

- 1.1 complete and submit, in a timely manner, to all applicable authorities ("Tax Credit Authorities") including the CRA and all other fiscal authorities, its application or applications (collectively, "Applications") for all available and applicable tax credits and government incentive Tax Credits, including, without limitation, the Tax Credits;
- 1.2 provide Lender with copies of any confirmation by the Tax Credit Authorities of receipt of the Applications;
- 1.3 co-operate in all respects with requests by the Tax Credit Authorities for documents or other information relating to the Tax Credits;
- 1.4 produce the Project in accordance with the statutory requirements of the Tax Credits including, without limitation, the producer control guidelines enforced by Tax Credit Authorities at the time that the Applications are reviewed;
- 1.5 prepare and file Borrower's federal and provincial income tax returns on a timely basis in respect of any taxation year for which the Tax Credits may be claimed ("Tax Returns");
- 1.6 claim the maximum permitted amount of the Tax Credits in the Tax Returns;
- 1.7 provide Lender with copies of all Tax Returns and related filings with the Tax Credit Authorities as well as copies of all notices of assessments, notices of reassessments and all similar documents issued by the government in relation to the Tax Returns and the Tax Credits;
- 1.8 not amend the Tax Returns or related filings without the written consent of Lender;
- 1.9 select a fiscal year end satisfactory to Lender for purposes of maximizing the amount of the Tax Refunds;
- 1.10 provide such documentation as may reasonably be required by Lender to facilitate the assignment to Lender of the Tax Refunds including, without limitation, providing the Tax Credit Authorities with the mailing address of Lender for the purposes of the Tax Refunds cheques;

- 1.11 not to conduct any business activities other than the production of the Project and to conduct such business in such a manner so as not to adversely affect the right to obtain the Tax Refunds;
 - 1.12 provide Lender with written authorization to communicate with the Tax Credit Authorities and all other applicable authorities concerning the Tax Returns, the claim for the Tax Credits and the Tax Refunds; and
 - 1.13 hold in trust in favour of Lender and in a segregated account any portion of the Tax Refunds paid by the Tax Credit Authorities and all other fiscal authorities to Borrower, and, upon receipt, to pay over to Lender or as it may otherwise direct the full amount of such Tax Refunds.
2. Borrower constitutes and appoints Lender its true and lawful attorney-in-fact, until repayment of all of Borrower's indebtedness to Lender in connection with the Project, to register, renew and extend all copyrights in and to the Project, to execute, acknowledge, deliver and record all deeds and documents and to do all acts and things permitted or contemplated by the terms hereof including, but not limited to, the following acts and things:
- (a) in the event that Borrower does not appoint an auditor acceptable to Lender to audit expenses incurred by Borrower with respect to the Project within a reasonable time after the completion of the Project, to appoint a firm of chartered accountants, at the expense of Borrower, to audit expenses incurred by Borrower with respect to the production costs of the Project;
 - (b) to receive, sign, execute, deliver and file with the CRA and/or the Canadian Audio-Visual Certification Office all documents necessary to obtain payment in Lender's favour of any amounts payable to Borrower in respect of the Canadian Film or Video Production Services Tax Credit for the Project if such documents are not filed by Borrower in a timely manner as determined by Lender, acting reasonably; and
 - (c) to receive, sign, execute, deliver and file with the CRA all documents necessary to obtain payment in Lender's favour of any amounts payable to Borrower in respect of the Provincial Tax Credit for the Project; if such documents are not filed by Borrower in a timely manner as determined by Lender, acting reasonably.

All authorizations and agencies herein contained with respect to the Project are irrevocable and powers coupled with an interest.

APPENDIX H



February 2, 2017

Bron Studios Inc.
5542 Short Street,
Burnaby, BC V5J 1L9

Attention: Steven Thibault

Dear Steven:

At the request of Para Productions BC Inc., we have used the budget dated January 24, 2017 prepared by management for the production entitled "Parallel", for the purpose of estimating the provincial and federal production services tax credits ("PSTC") potentially available to Para Productions BC Inc. (the production company). (All amounts are in CDN \$ unless otherwise noted).

We have based our calculations on the following assumptions and information provided by management:

- 1) The following is a summary of the labour expenditures, as indicated in the budget provided by the management:

British Columbia labour	\$	3,671,141
Federal labour	\$	3,757,808

- 2) All qualified labour expenditures will be:
 - a) directly attributable to the production;
 - b) incurred for the stages of production from the final script stage to the end of the post production stage;
 - c) paid in the year or within 60 days after the end of the year;
 - d) ultimately paid to persons who were resident (as defined by Creative B.C.) of British Columbia at the time the payments were made;
 - e) reasonable in the circumstances; and
 - f) paid for services provided in British Columbia.
- 3) The total budget for the production will exceed the minimum cost requirements for Creative B.C. and Canadian Audio-Visual Certification Office ("CAVCO").
- 4) The production will be of an eligible genre according to Creative B.C. and CAVCO requirements.
- 5) There will not be any individuals, or other entities, providing goods or services to the production who will defer payment for those goods or services.

Para Productions BC Inc.
February 2, 2017
Page 2

- 6) Under the financing structure, there are no public funds, government grants or any other assistance utilized to finance the production other than the tax credits indicated below.
- 7) The production company will have no taxable income.
- 8) The production company will qualify as an eligible production corporation under the applicable legislation.
- 9) All qualified labour expenditures will be paid to B.C. based individuals providing services directly attributable to the production. If an amount is paid to a personal services corporation, the services of that corporation consist principally of providing the individual's services for the productions. Furthermore, to the best of management's knowledge, the individual providing the service through the corporation is B.C. based, the sole shareholder of the corporation, and receives wages from the corporation which equal or exceed the amount paid to the corporation for the services provided by the individual to the production. Any amounts paid to multi-owned corporations will be paid out as salary to the individuals who performed the service on behalf of the multi-owned corporation.
- 10) Management has identified certain amounts as being paid to multi-owned corporations. If the actual amount paid to multi-owned corporations exceeds this amount, the actual tax credits received will be decreased.
- 11) The copyright holder or the official designee will apply for all applicable certificates required for the provincial and federal tax credits within the time frames prescribed by the applicable legislation. The copyright holder will not be the production company or any other Canadian entity.
- 12) The production company will be a taxable Canadian corporation and will be incorporated in Canada.
- 13) The production company will primarily carry on the business of film or video production.
- 14) The production company will contract directly with the owner of the copyright to render production services.
- 15) The production company will have a permanent establishment in British Columbia.
- 16) Producer fees are assumed to be reasonable and will be accepted by CRA.
- 17) The production will not qualify for the provincial training tax credit.
- 18) The production will qualify for the provincial regional tax credit. Specifically, principal photography will be outside of the designated area for a minimum of 5 days and more than 50% of the total number of days in which principal photography is done in British Columbia. Our assumption for the purposes of this letter is that 61% of the days will be shot outside of the designated area.

Para Productions BC Inc.
February 2, 2017
Page 3

- 19) The production will qualify for the digital animation, visual effects and post production tax credit tax credit ("DAVE"). Specifically, we assume the effects will be created primarily (more than 50%) with digital technology. The labour associated with the DAVE credit will be directly attributable to DAVE activities. This letter assumes that the digital animation, visual effects and post production tax credits will be \$21,879 based on the estimate provided by the producer.
- 20) \$330,000 of the contingency will be spent on qualified B.C. labour expenditures.
- 21) The budget has been prepared in US dollars. Management has converted US \$ amounts included in the budget to CDN \$ at a rate of 1.3333. Any significant fluctuations in the actual rate used may affect the actual tax credits received.

We have not attempted to determine whether the budgeted amounts are reasonable in the circumstances. However, based on the budget, the above noted assumptions and information all provided by you, and based on current provincial and federal legislation, and CRA administrative practices, we estimate the tax credits will approximate the follow amounts:

	\$
B.C. PSTC	1,183,874
Federal PSTC	<u>411,829</u>
Total Estimated Tax Credits	<u>1,595,703</u>

We wish to emphasize the above is only an estimate based on the budget, and the actual tax credits may be significantly different from the above if actual expenditures and locations vary significantly from the budget. Furthermore, the tax credits are refundable only after federal and provincial income taxes otherwise payable by the corporation have been satisfied.

This letter is intended for obtaining financing and should not be distributed to any other party without our prior consent. We assume you will be performing your own due diligence on the above assumptions and amendments.

Please do not hesitate to contact us if you have any questions regarding the above, or if you require any additional information.

Para Productions BC Inc.
February 2, 2017
Page 4

Yours very truly,

Wolrige Mahon LLP

Per: Gurpreet S. Sandhu Inc., Incorporated Partner
Wolrige Mahon *LLP*
Chartered Professional Accountants

We have reviewed the assumptions and information contained in this letter. We represent that we have determined or approved the assumptions, and have provided accurate and complete information to prepare this letter and the estimate herein.

Producer

Date

APPENDIX I

Media Strategy ^{es}
 Crystal Wealth Strategic Yield Media Fund ("Creditor")
 3385 Harvester Road, Suite 200
 Burlington, ON L7N 3N2

As of October 24, 2016

Mercy Productions Inc. ("Borrower")
 3363 Viewmount Place
 Port Moody BC V3H 2L6

Re: "PARALLEL" F/K/A "MERCY" (THE "PICTURE")

Ladies and Gentlemen:

As an inducement to any future lender, including, but not limited to Creative Wealth Media Finance, Creative Wealth Media Lending or National Bank of Canada (collectively, the "Lender") to enter into a loan agreement and extend loans to Borrower thereunder (it being acknowledged and understood by Creditor that any Lender will not enter into a loan agreement or extend loans to Borrower thereunder without Creditor entering into this letter agreement with Borrower), Creditor hereby represents, warrants, covenants and agrees with Borrower as follows (which covenants and agreements shall remain in full force and effect until the full and indefeasible payment and performance of all Borrower's obligations (financial or otherwise) to Lender (collectively, "Obligations" and the termination of the Loan Agreement):

1. Creditor has all requisite power and authority to execute, deliver and perform its obligations under this letter agreement and any agreements, instruments and other documents related to the Loan Agreement entered into or executed by Creditor dated October 23, 2014 by and between Borrower and Creditor.

2. On October 23, 2014, Creditor provided to Borrower a specific loan in the amount of Two Million Eight Hundred Ninety Five Thousand, Two Hundred Canadian Dollars (CDN\$2,895,200), as of the Effective Date of this Agreement, that entire balance and any interest thereon is outstanding (all interest, sums and other consideration heretofore and hereafter provided by Creditor to Borrower, or owed to Creditor by Borrower, whether pursuant to agreements of Borrower or otherwise, directly or indirectly, are herein collectively referred to as the "Contribution"). No portion of the Contribution or any other sums shall be paid or repaid to prior to the full and indefeasible repayment and performance of the Obligations by Borrower to Lender.

3. Creditor hereby acknowledges, confirms and agrees that Borrower has granted to Lender a first priority lien on and security interest in and to the Collateral including, without limitation, all of Borrower's right, title and interest in and to the Picture, the copyright therein, the physical materials thereof and the proceeds therefrom, and that the Collateral includes,

without limitation, all personal property relating to the Picture in which Creditor has acquired or may hereafter acquire any right, title, interest, lien or security interest.

4. Creditor hereby subordinates and makes subject all of Creditor's right, title and interest (including, without limitation, any liens, security interests and mortgages of copyright) which Creditor may now have or hereafter acquire (whether pursuant to the organizational documents of Borrower or otherwise) in or to any item of the Collateral (including, without limitation, the Picture) and in or to the rights, liens and security interests of Lender in and to the Collateral under the Loan Agreement and the other Loan Documents. Upon request of Lender at any time and from time to time, at Creditor's sole cost and expense, Creditor agrees to execute and deliver to Lender all agreements, documents, instruments and statements, including, without limitation, all security agreements and financing statements and amendments to financing statements, that Lender reasonably deems necessary or desirable to accomplish and put of record such subordination of any lien, security interest and/or mortgage of copyright that Creditor may have in the Collateral. The provisions hereof as to subordination are solely for the purpose of defining the relative rights of any Lender and Creditor, and none of such provisions shall impair the obligations of Borrower to repay and perform the Obligations to Lender under the Loan Agreement; nor shall any such provisions prevent any Lender from exercising all remedies otherwise permitted by applicable law upon a default thereunder. It being acknowledged that Creditor's execution of this letter agreement serves as inducement for a Lender to transfer its loan amount to Borrower, it is expressly understood and agreed that this letter agreement shall be for the sole and exclusive benefit of any Lender. Neither Lender nor Creditor intends that any rights, duties or restrictions contained herein shall inure to the benefit of any third party.

5. Unless and until the Obligations have been fully and indefeasibly repaid and performed by Borrower to Lender, Creditor hereby agrees that Creditor will not file or take or maintain, or join with any other party in filing or taking or maintaining any suit, action, petition, case or proceeding (whether pursuant to the organizational documents of Borrower or otherwise) to seek to realize on or repossess any item of the Collateral, or which otherwise might adversely affect the rights, remedies or interests of Lender without the prior written consent of Lender, which consent may be withheld in Lender's sole and absolute discretion.

6. Lender shall not have any obligation or duty to foreclose or refrain from foreclosing any lien or security interest which it may have in the Collateral, or to realize upon any of the Collateral. Without limiting the generality of the foregoing, Creditor hereby waives all rights, if any, to require Lender to take or refrain from taking any action referred to in the preceding provisions of this paragraph. Creditor agrees that any disposition of the Collateral by or on behalf of Lender shall be deemed commercially reasonable notwithstanding non-compliance or compliance with the provisions of the Loan Agreement or any other agreement, document or instrument entered into in connection therewith, other than compliance with applicable law. Creditor further agrees that in no event whatsoever shall Creditor take or maintain any suit, action or proceeding, including without limitation, any filing of claim or proof of claim under any

bankruptcy, reorganization or similar law, in the name or place and stead or otherwise on behalf of Lender.

7. Lender shall have absolutely no liability or obligations to Creditor on account of any Collateral in Lender's possession or the exercise of the rights and remedies of Lender against Borrower or any Collateral, and without limiting the foregoing, Creditor waives the right to commence or pursue any legal action or other action or proceeding against Lender on account of the exercise of the rights or remedies of Lender against Borrower.

8. All rights and interests of Lender, and all of Creditor's representations, warranties, covenants, agreements and obligations to Lender shall remain in full force and effect irrespective of: a) any lack of validity or enforceability of the Loan Agreement or any of the other Loan Documents; (b) any change in the time, manner or place of payment of any of the Obligations owing to Lender; (c) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Borrower in respect of the Obligations; (d) the failure of Lender to assert any claim or demand or to enforce any right or remedy against Borrower under the provisions of the Loan Agreement, any other Loan Document or any instrument executed pursuant thereto or any other agreement or otherwise; or any extension or renewal of any provision of any thereof; or (e) any rescission,

9. waiver, amendment or modification of any of the terms or provisions of the Loan Agreement, any other Loan Document, or any instrument or agreement executed pursuant thereto; (f) the failure to perfect any security interest in, or the release of, any of the security held by Lender for any of the Obligations; (g) the failure of Lender to exercise any right or remedy against any guarantor of any of the Obligations; (h) Lender taking and holding security or collateral for the payment of any guaranties of the Obligations or any other liabilities of Borrower, and Lender exchanging, enforcing, waiving and releasing any such security or collateral; (i) Lender applying such security or collateral and directing the order or manner of sale thereof as in its discretion it may determine; or (j) Lender settling, releasing, compromising, collecting or otherwise liquidating the Obligations and any security or collateral therefor in any manner, as Lender may determine.

10. Creditor agrees that the Obligations may be extended or renewed, in whole or in part, without notice to or further assent from Creditor, and that Creditor will remain bound by this letter agreement notwithstanding any extension or renewal of all or any portion of the Obligations.

11. Creditor hereby irrevocably waives with respect to Borrower, its successors and assigns and any other Person, including guarantors, who may have similar rights against Borrower, any and all rights of subrogation, reimbursement, exoneration, contribution or setoff, any and all rights to participate in any claim or remedy of Lender against Borrower or any Collateral, and any and all other rights that could accrue to Creditor and which Creditor may have or hereafter acquire against Borrower or any such other Person by contract, at law or in equity (whether pursuant to the organizational documents of Borrower or otherwise) in connection with or as a result of Creditor's execution, delivery and/or performance of this letter agreement.

Creditor shall not at any time hereafter have or assert any such claims or rights against Borrower, its successors and assigns or any such other Persons either directly or as an attempted setoff to any action commenced against Creditor by Borrower, Lender or any other Person. Creditor hereby acknowledges and agrees that this waiver is intended to be for the benefit of each of Borrower, as a third party beneficiary, as well as for the benefit of Lender. Therefore, the waiver set forth herein shall remain at all times hereafter in full force and effect, and may be enforced by Borrower in its own name and right, notwithstanding that all Obligations arising under the Loan Agreement, any other Loan Document, or any instrument or agreement executed pursuant thereto, have been repaid and performed in full.

12. Creditor's representations, warranties, covenants, agreements and obligations under this letter agreement shall not be subject to any reduction, limitation, impairment or termination for any reason, including, without limitation, any claim of waiver, release, surrender, alteration or compromise of any of the Obligations, and shall not be subject to any defense, counterclaim or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Obligations or any discharge of Borrower from any of the Obligations in a bankruptcy or similar proceeding or otherwise. Without limiting the generality of the foregoing, Creditor's obligations under this letter agreement shall not be discharged or impaired or otherwise affected by the failure of Lender to assert any claim or demand or to enforce any remedy under the Loan Agreement, any other Loan Document or any other instrument or agreement, by any waiver or modification of any thereof, by any default, failure or delay, or by any other act or thing or omission or delay to do any other act or thing that may or might in any manner or to any extent vary Creditor's risk or which would otherwise operate as a discharge of Creditor's obligations hereunder as a matter of law or equity.

13. Creditor warrants that Creditor's obligations hereunder are valid and binding obligations, and that all necessary and required actions for the execution and delivery of this letter agreement have been taken and all authorizations, approvals and consents from all governmental bodies and regulatory authorities which are necessary for the execution and delivery by Creditor of this letter agreement and the performance of all terms and provisions hereof have been obtained.

14. Creditor hereby waives and releases any and all of Creditor's rights and defenses, including without limitation: (a) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other Person or Persons; (b) demand, notice of default or nonpayment, presentment, protest and all other notices of any kind to which Creditor might otherwise be entitled in connection with this letter agreement; (c) requiring Lender to notify the undersigned or obtain the consent of the undersigned to amend, extend, waive, compromise or settle any of the Obligations, including, without limitation, increasing the amount thereof or changing the due date therefor; and (d) requiring Lender to provide Creditor with any information concerning Borrower, Lender, the Loan Documents, or any other Person, or otherwise.

15. Creditor further acknowledges that Creditor (a) has received copies of the Loan Agreement and the other Loan Documents, (b) has no defenses to full performance under this letter agreement, and (c) shall be fully subject and subordinate to Lender's rights against Borrower and any Collateral unless and until the Obligations have been indefeasibly paid, performed and discharged in full.

16. Creditor hereby agrees that all debts and liabilities present and future of Borrower to Creditor are hereby assigned to Lender and postponed to the present and future debts and liabilities of Borrower to Lender, and any monies received by Creditor in respect thereof shall be received in trust for and forthwith paid over to Lender.

17. No delay or omission by Lender to exercise any right under this letter agreement shall impair any such right, nor shall it be construed to be a waiver thereof. No waiver of any term, condition or requirement under this letter agreement shall be effective unless upon written consent of Lender. No waiver of any single breach or default under this letter agreement shall be deemed a waiver of any other breach or default. All remedies hereunder are cumulative and are not exclusive of any other remedies that may be available to Lender, whether at law, in equity or otherwise, whether under this letter agreement, the Loan Agreement or the other Loan Documents.

18. This letter agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Creditor shall not assign this letter agreement or any of Creditor's rights or obligations hereunder without the prior written consent of Lender. Lender may, without notice to Creditor and without affecting Creditor's obligations hereunder, assign this letter agreement and any rights hereunder in whole or in part. This letter agreement, and any instrument or agreement required hereunder, shall be deemed to be made under, shall be governed by and shall be construed and enforced in accordance with the laws of the State of New York, applicable to agreements made and to be performed entirely in New York and without reference to its choice of law provisions. All judicial proceedings brought against any party hereto with respect to this letter agreement may be brought in any state court of competent jurisdiction of or in New York County, or in any federal court of competent jurisdiction of or in New York County, and by execution and delivery of this letter agreement, Creditor hereby submits generally and unconditionally to the jurisdiction of such courts and of any of them, in respect to any such matter and consent to service of process by any means authorized by New York law.

[Signature page follows]

[Signature page to Mercy Subordination Agreement]

Very truly yours,

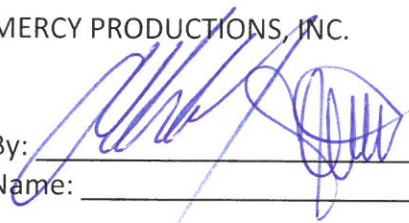
CRYSTAL WEALTH ~~STRATEGIC~~ ^{STRATEGY} MEDIA YIELD FUND

By:  _____

Name: Clayton Smith

AGREED TO AND ACCEPTED BY:

MERCY PRODUCTIONS, INC.

By:  _____

Name: _____

APPENDIX J

FULL CAST AND CREW | TRIVIA | IMDbPro | MORE

SHARE

Parallel (2017)

Drama | 2017 (USA)

A group of friends stumble upon a mirror that serves as a portal to a "multiverse", but soon discover that importing knowledge from the other side in order to better their lives brings increasingly dangerous consequences.

Director: [Isaac Ezban](#)
Writer: [Scott Blaszak](#)
Stars: [Georgia King](#), [Martin Wallström](#), [Alyssa Diaz](#) | [See full cast & crew »](#)

Production Notes from IMDbPro

Status: Post-production | See complete list of [in-production titles](#) »
Updated: 2 January 2017
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Videomannen (2018)

Comedy | Drama | Thriller

Not yet released

A VHS collector and a woman obsessed with the 80s, both alcoholics, initiates a romance that helps them battle their personal failures.

Director: [Kristian A. Söderström](#)
Stars: [Stefan Sauk](#), [Lena Nilsson](#), M...

Cast

[Edit](#)

Credited cast, sorted by IMDb STARMeter:

	Georgia King	...	Leena
	Kathleen Quinlan	...	Marissa
	Alyssa Diaz	...	Carmen
	Martin Wallström	...	Noel

"American Gods" Stars Reflect on Show's Wide Appeal



The cast of "[American Gods](#)" chat with [Kevin Smith](#) on IMDb LIVE at NY Comic Con about the show's success and how the series will continue to veer creatively from Neil Gaiman's source material.

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	Aml Ameen	...	Devin
	Mark O'Brien	...	Josh
	Shannon Chan-Kent	...	Jessica
	Carrie Genzel	...	Yvonne Lehmann
	Carmel Amit	...	Arielle
	Eileen Pedde	...	Librarian
	Samantha Hodhod	...	Striking Woman
	Izabel Pearce	...	Maggie
	Cassidy Darling	...	Jenny
	Jana Berengel	...	Prissy Woman
	Daniella Bozzetto	...	TV Host

[See full cast »](#)

Storyline

[Edit](#)

A group of friends stumble upon a mirror that serves as a portal to a "multiverse", but soon discover that importing knowledge from the other side in order to better their lives brings increasingly dangerous consequences.

[Plot Summary](#) | [Add Synopsis](#)

Genres: [Drama](#)

Parents Guide: [Add content advisory for parents »](#)

Details

[Edit](#)

Country: [Canada](#)

Release Date: 2017 (USA) [See more »](#)

Company Credits

Production Co: [Bron Studios](#) [See more »](#)

Show detailed [company contact information](#) on [IMDbPro](#) »

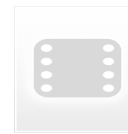
Technical Specs

Aspect Ratio: 2.35 : 1

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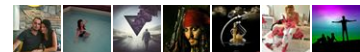


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APPENDIX K

Crystal Wealth Mortgage Strategy ("Creditor")
 3385 Harvester Road, Suite 200
 Burlington, ON L7N 3N2

As of October 31, 2016

Willoughbys Productions Inc. ("Borrower")
 5542 Short Street
 Burnaby BC V5J 1L9

Re: "WILLOUGHBY'S F/K/A 'A GOOD DAY'S WORK' (THE 'PICTURE')"

Ladies and Gentlemen:

As an inducement to any future lender, including, but not limited to Creative Wealth Media Finance, Creative Wealth Media Lending or National Bank of Canada (collectively, the "Lender") to enter into a loan agreement and extend loans to Borrower thereunder (it being acknowledged and understood by Creditor that any Lender will not enter into a loan agreement or extend loans to Borrower thereunder without Creditor entering into this letter agreement with Borrower), Creditor hereby represents, warrants, covenants and agrees with Borrower as follows (which covenants and agreements shall remain in full force and effect until the full and indefeasible payment and performance of all Borrower's obligations (financial or otherwise) to Lender (collectively, "Obligations" and the termination of the Loan Agreement):

1. Creditor has all requisite power and authority to execute, deliver and perform its obligations under this letter agreement and any agreements, instruments and other documents related to the Loan Agreement entered into or executed by Creditor dated November 6, 2016 by and between Borrower and Creditor.

2. On or around February 25, 2015, Creditor provided to Borrower a specific loan in the amount of One Million Seven Hundred Fifty Thousand Canadian Dollars (CDN\$1,750,000), as of the Effective Date of this Agreement, that entire balance and any interest thereon is outstanding (all interest, sums and other consideration heretofore and hereafter provided by Creditor to Borrower, or owed to Creditor by Borrower, whether pursuant to agreements of Borrower or otherwise, directly or indirectly, are herein collectively referred to as the "Contribution"). No portion of the Contribution or any other sums shall be paid or repaid to prior to the full and indefeasible repayment and performance of the Obligations by Borrower to Lender.

3. Creditor hereby acknowledges, confirms and agrees that Borrower has granted to Lender a first priority lien on and security interest in and to the Collateral including, without limitation, all of Borrower's right, title and interest in and to the Picture, the copyright therein, the physical materials thereof and the proceeds therefrom, and that the Collateral includes,

without limitation, all personal property relating to the Picture in which Creditor has acquired or may hereafter acquire any right, title, interest, lien or security interest.

4. Creditor hereby subordinates and makes subject all of Creditor's right, title and interest (including, without limitation, any liens, security interests and mortgages of copyright) which Creditor may now have or hereafter acquire (whether pursuant to the organizational documents of Borrower or otherwise) in or to any item of the Collateral (including, without limitation, the Picture) and in or to the rights, liens and security interests of Lender in and to the Collateral under the Loan Agreement and the other Loan Documents. Upon request of Lender at any time and from time to time, at Creditor's sole cost and expense, Creditor agrees to execute and deliver to Lender all agreements, documents, instruments and statements, including, without limitation, all security agreements and financing statements and amendments to financing statements, that Lender reasonably deems necessary or desirable to accomplish and put of record such subordination of any lien, security interest and/or mortgage of copyright that Creditor may have in the Collateral. The provisions hereof as to subordination are solely for the purpose of defining the relative rights of any Lender and Creditor, and none of such provisions shall impair the obligations of Borrower to repay and perform the Obligations to Lender under the Loan Agreement; nor shall any such provisions prevent any Lender from exercising all remedies otherwise permitted by applicable law upon a default thereunder. It being acknowledged that Creditor's execution of this letter agreement serves as inducement for a Lender to transfer its loan amount to Borrower, it is expressly understood and agreed that this letter agreement shall be for the sole and exclusive benefit of any Lender. Neither Lender nor Creditor intends that any rights, duties or restrictions contained herein shall inure to the benefit of any third party.

5. Unless and until the Obligations have been fully and indefeasibly repaid and performed by Borrower to Lender, Creditor hereby agrees that Creditor will not file or take or maintain, or join with any other party in filing or taking or maintaining any suit, action, petition, case or proceeding (whether pursuant to the organizational documents of Borrower or otherwise) to seek to realize on or repossess any item of the Collateral, or which otherwise might adversely affect the rights, remedies or interests of Lender without the prior written consent of Lender, which consent may be withheld in Lender's sole and absolute discretion.

6. Lender shall not have any obligation or duty to foreclose or refrain from foreclosing any lien or security interest which it may have in the Collateral, or to realize upon any of the Collateral. Without limiting the generality of the foregoing, Creditor hereby waives all rights, if any, to require Lender to take or refrain from taking any action referred to in the preceding provisions of this paragraph. Creditor agrees that any disposition of the Collateral by or on behalf of Lender shall be deemed commercially reasonable notwithstanding non-compliance or compliance with the provisions of the Loan Agreement or any other agreement, document or instrument entered into in connection therewith, other than compliance with applicable law. Creditor further agrees that in no event whatsoever shall Creditor take or maintain any suit, action or proceeding, including without limitation, any filing of claim or proof of claim under any

bankruptcy, reorganization or similar law, in the name or place and stead or otherwise on behalf of Lender.

7. Lender shall have absolutely no liability or obligations to Creditor on account of any Collateral in Lender's possession or the exercise of the rights and remedies of Lender against Borrower or any Collateral, and without limiting the foregoing, Creditor waives the right to commence or pursue any legal action or other action or proceeding against Lender on account of the exercise of the rights or remedies of Lender against Borrower.

8. All rights and interests of Lender, and all of Creditor's representations, warranties, covenants, agreements and obligations to Lender shall remain in full force and effect irrespective of: a) any lack of validity or enforceability of the Loan Agreement or any of the other Loan Documents; (b) any change in the time, manner or place of payment of any of the Obligations owing to Lender; (c) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Borrower in respect of the Obligations; (d) the failure of Lender to assert any claim or demand or to enforce any right or remedy against Borrower under the provisions of the Loan Agreement, any other Loan Document or any instrument executed pursuant thereto or any other agreement or otherwise; or any extension or renewal of any provision of any thereof; or (e) any rescission,

9. waiver, amendment or modification of any of the terms or provisions of the Loan Agreement, any other Loan Document, or any instrument or agreement executed pursuant thereto; (f) the failure to perfect any security interest in, or the release of, any of the security held by Lender for any of the Obligations; (g) the failure of Lender to exercise any right or remedy against any guarantor of any of the Obligations; (h) Lender taking and holding security or collateral for the payment of any guaranties of the Obligations or any other liabilities of Borrower, and Lender exchanging, enforcing, waiving and releasing any such security or collateral; (i) Lender applying such security or collateral and directing the order or manner of sale thereof as in its discretion it may determine; or (j) Lender settling, releasing, compromising, collecting or otherwise liquidating the Obligations and any security or collateral therefor in any manner, as Lender may determine.

10. Creditor agrees that the Obligations may be extended or renewed, in whole or in part, without notice to or further assent from Creditor, and that Creditor will remain bound by this letter agreement notwithstanding any extension or renewal of all or any portion of the Obligations.

11. Creditor hereby irrevocably waives with respect to Borrower, its successors and assigns and any other Person, including guarantors, who may have similar rights against Borrower, any and all rights of subrogation, reimbursement, exoneration, contribution or setoff, any and all rights to participate in any claim or remedy of Lender against Borrower or any Collateral, and any and all other rights that could accrue to Creditor and which Creditor may have or hereafter acquire against Borrower or any such other Person by contract, at law or in equity (whether pursuant to the organizational documents of Borrower or otherwise) in connection with or as a result of Creditor's execution, delivery and/or performance of this letter agreement.

Creditor shall not at any time hereafter have or assert any such claims or rights against Borrower, its successors and assigns or any such other Persons either directly or as an attempted setoff to any action commenced against Creditor by Borrower, Lender or any other Person. Creditor hereby acknowledges and agrees that this waiver is intended to be for the benefit of each of Borrower, as a third party beneficiary, as well as for the benefit of Lender. Therefore, the waiver set forth herein shall remain at all times hereafter in full force and effect, and may be enforced by Borrower in its own name and right, notwithstanding that all Obligations arising under the Loan Agreement, any other Loan Document, or any instrument or agreement executed pursuant thereto, have been repaid and performed in full.

12. Creditor's representations, warranties, covenants, agreements and obligations under this letter agreement shall not be subject to any reduction, limitation, impairment or termination for any reason, including, without limitation, any claim of waiver, release, surrender, alteration or compromise of any of the Obligations, and shall not be subject to any defense, counterclaim or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Obligations or any discharge of Borrower from any of the Obligations in a bankruptcy or similar proceeding or otherwise. Without limiting the generality of the foregoing, Creditor's obligations under this letter agreement shall not be discharged or impaired or otherwise affected by the failure of Lender to assert any claim or demand or to enforce any remedy under the Loan Agreement, any other Loan Document or any other instrument or agreement, by any waiver or modification of any thereof, by any default, failure or delay, or by any other act or thing or omission or delay to do any other act or thing that may or might in any manner or to any extent vary Creditor's risk or which would otherwise operate as a discharge of Creditor's obligations hereunder as a matter of law or equity.

13. Creditor warrants that Creditor's obligations hereunder are valid and binding obligations, and that all necessary and required actions for the execution and delivery of this letter agreement have been taken and all authorizations, approvals and consents from all governmental bodies and regulatory authorities which are necessary for the execution and delivery by Creditor of this letter agreement and the performance of all terms and provisions hereof have been obtained.

14. Creditor hereby waives and releases any and all of Creditor's rights and defenses, including without limitation: (a) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other Person or Persons; (b) demand, notice of default or nonpayment, presentment, protest and all other notices of any kind to which Creditor might otherwise be entitled in connection with this letter agreement; (c) requiring Lender to notify the undersigned or obtain the consent of the undersigned to amend, extend, waive, compromise or settle any of the Obligations, including, without limitation, increasing the amount thereof or changing the due date therefor; and (d) requiring Lender to provide Creditor with any information concerning Borrower, Lender, the Loan Documents, or any other Person, or otherwise.

15. Creditor further acknowledges that Creditor (a) has received copies of the Loan Agreement and the other Loan Documents, (b) has no defenses to full performance under this letter agreement, and (c) shall be fully subject and subordinate to Lender's rights against Borrower and any Collateral unless and until the Obligations have been indefeasibly paid, performed and discharged in full.

16. Creditor hereby agrees that all debts and liabilities present and future of Borrower to Creditor are hereby assigned to Lender and postponed to the present and future debts and liabilities of Borrower to Lender, and any monies received by Creditor in respect thereof shall be received in trust for and forthwith paid over to Lender.

17. No delay or omission by Lender to exercise any right under this letter agreement shall impair any such right, nor shall it be construed to be a waiver thereof. No waiver of any term, condition or requirement under this letter agreement shall be effective unless upon written consent of Lender. No waiver of any single breach or default under this letter agreement shall be deemed a waiver of any other breach or default. All remedies hereunder are cumulative and are not exclusive of any other remedies that may be available to Lender, whether at law, in equity or otherwise, whether under this letter agreement, the Loan Agreement or the other Loan Documents.

18. This letter agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Creditor shall not assign this letter agreement or any of Creditor's rights or obligations hereunder without the prior written consent of Lender. Lender may, without notice to Creditor and without affecting Creditor's obligations hereunder, assign this letter agreement and any rights hereunder in whole or in part. This letter agreement, and any instrument or agreement required hereunder, shall be deemed to be made under, shall be governed by and shall be construed and enforced in accordance with the laws of the State of New York, applicable to agreements made and to be performed entirely in New York and without reference to its choice of law provisions. All judicial proceedings brought against any party hereto with respect to this letter agreement may be brought in any state court of competent jurisdiction of or in New York County, or in any federal court of competent jurisdiction of or in New York County, and by execution and delivery of this letter agreement, Creditor hereby submits generally and unconditionally to the jurisdiction of such courts and of any of them, in respect to any such matter and consent to service of process by any means authorized by New York law.

[Signature page follows]

[Signature page to Willoughbys Subordination Agreement]

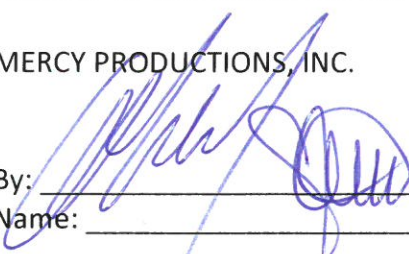
Very truly yours,

CRYSTAL WEALTH MORTGAGE STRATEGY

By: 
Name: Clayton Smith

AGREED TO AND ACCEPTED BY:

MERCY PRODUCTIONS, INC.

By: 
Name: _____

APPENDIX L



November 2, 2017

Willoughbys Productions Inc.
5542 Short Street
Burnaby, B.C. V5J 1L9

Dear Sirs:

At the request of Willoughbys Productions Inc. ("the production company") we have used the budget dated August 18, 2017 prepared by management for the production entitled "The Willoughbys" for the purpose of estimating the provincial and federal tax credits potentially available to the production company. We have based our calculations on the following assumptions and information provided by the production company:

- 1) The total estimated cost for the production is \$37,500,000. All budget expenditures are reasonable in the circumstances, will be spent on eligible production costs, and will not be paid to related parties (other than the producer fees and other items identified by management).
- 2) The producer is a B.C. based individual who is Canadian.
- 3) For the production, at least 75% of the total cost of production will be for goods or services provided in British Columbia by B.C. based individuals or corporations, or partnerships carrying on business in British Columbia. All amounts will be paid within sixty days of the end of the final taxation year in which tax credits are claimed. The production will also meet the Canadian Audio-Visual Certification Office ("CAVCO") 75% guidelines for production costs, factoring in excluded costs.
- 4) For the production, at least 75% of the cost of the post-production work will be for work carried out in British Columbia. The production will also meet the CAVCO 75% guidelines for post-production costs, factoring in excluded costs.
- 5) For the production, at least 75% of the key animation will be done in British Columbia.
- 6) Qualifying production expenditures being claimed for the Ontario tax credit consists of eligible wages, eligible service contracts and eligible tangible property expenditures provided in Ontario and paid to Ontario based individuals, companies or partnerships for services provided. The production expenditures are reasonable in the circumstances, directly related to the production and incurred for the stages of production from the final script stage to the end of post-production. All amounts will be paid within 60 days of the end of the final taxation year in which tax credits are claimed.

Willoughbys Productions Inc.
 November 2, 2017
 Page 2

- 7) Within the cost report of the production it appears \$21,620,383 represents the amount to be expended on qualified Canadian labour and \$20,325,698 on British Columbia labour that is directly attributable to the production and \$1,324,768 on Ontario qualifying production expenditure that is directly attributable to the production. These amounts include an estimate of the labour component of certain fees as agreed by management.
- 8) The production company will apply for all applicable certificates required for the provincial and federal tax credits within the time frames prescribed by the applicable legislation.
- 9) The production company will be the 100% worldwide copyright owner for all commercial exploitation purposes for perpetuity. There will be no other parties taking an equity interest in the production other than Telefilm Canada (\$4,000,000).
- 10) The production is an eligible genre according to CAVCO, Creative BC and Ontario Media Development Corporation ("OMDC") requirements.
- 11) The production will achieve at least 6 Canadian content points in respect of the production in accordance with the regulation.
- 12) The production company will be a corporation that throughout the taxation year is a prescribed taxable Canadian corporation the activities of which are primarily the carrying on through a permanent establishment in British Columbia of a business that is a Canadian film or video production business.
- 13) There are no investors, or partnerships in which an investor has a direct or indirect interest, which are entitled to deduct an amount in respect of the production in computing income for any taxation year for federal income tax purposes.
- 14) All qualified labour expenditures will be paid to B.C. based and Ontario based individuals providing services directly attributable to the production. If an amount is paid to a personal services corporation, the services of that corporation consist principally of providing the individual's services for the productions. Furthermore, to the best of management's knowledge, the individual providing the service through the corporation is B.C. based, the sole shareholder of the corporation, and receives wages from the corporation which equal or exceed the amount paid to the corporation for the services provided by the individual to the production. Any amounts paid to multi-owned corporations will be paid out as salary to the individuals who performed the service on behalf of the multi-owned corporation.
- 15) The production office will be within B.C.
- 16) Under the current financing structure, there are no public funds, government grants or any other assistance as defined under the Income Tax Act utilized to finance the production other than the tax credits indicated below, Telefilm Canada (\$4,000,000).
- 17) Written agreements will be entered into with broadcasters or distributors to show the film in Canada within twenty-four months of completion. The production will not be distributed in Canada within a two-year period by anyone who is not Canadian.
- 18) No payments will be deferred or be paid on a contingent basis.
- 19) The corporation controls the initial licensing of commercial exploitation and will retain a share of the revenues from the exploitation of the production in non-Canadian markets.

Willoughbys Productions Inc.
November 2, 2017
Page 3

- 20) The production will qualify as a Certified Canadian Film or Video Production as per the CAVCO guidelines.
- 21) The production will qualify as an Eligible Production per the Film Incentive B.C. ("FIBC"), B.C. Ministry of Small Business and Revenue guidelines, OMDC and Ontario Ministry of Finance Revenue guidelines.
- 22) Producer fees are assumed to be reasonable and will be acceptable to CRA.
- 23) The production will be completed within two years after the year-end in which principal photography begins.
- 24) The production does not qualify for the provincial regional credit.
- 25) The production will qualify for the digital animation, visual effects and post-production tax credit ("DAVE") and the Ontario computer animation and special effects tax credit ("OCASE"). Specifically, we assume the effects will be created primarily (more than 50%) with digital technology. The labour associated with the DAVE and OCASE credits will be directly attributable to DAVE and OCASE activities. This letter assumes that the digital animation, visual effects and post-production tax credits will be \$3,006,586 and the Ontario computer animation and special effects tax credits will be \$209,658 based on the estimate provided by the producer.
- 26) The production will qualify for the Ontario Production Services Tax Credit at a rate of 21.5% of all eligible expenses incurred in Ontario as defined by the OMDC.
- 27) The non-BC and non-Ontario labour payments identified in the budget are as follows:

\$

Production labour	15,309
Modelling labour	65,000
Rigging labour	49,608

All other labour expenditures will be paid to B.C.-based individuals, B.C.-based corporations, Ontario-based individuals or Ontario-based corporations

- 28) Management has identified certain amounts as being the amount paid to multi-owned corporations. If the actual amount paid to multi-owned corporations exceeds this amount, the actual tax credits received will be decreased.
- 29) \$27,633 of the contingency will be spent on qualified B.C. labour expenditures.
- 30) Tax credits are triggered by production costs that are incurred in each fiscal period. If production costs are incurred over multiple years, this may effect the timing of the tax credits received.

Willoughbys Productions Inc.
November 2, 2017
Page 4

Based on the budget, the above noted assumptions and information all provided by management, and based on current provincial and federal legislation, we estimate the tax credits will approximate the following amounts for the production:

	\$
Federal Tax Credit	3,405,516
Ontario Tax Credit	494,483
B.C. Tax Credit	<u>10,120,580</u>
Total Estimated Tax Credits	<u><u>14,020,579</u></u>

Upon finalization of agreements, any changes to equity percentages or assistance amounts in the final agreements will change the tax credit estimate.

As we understand, there will be no paid trainees, therefore, the B.C. training tax credit is not available.

We wish to emphasize the above is only an estimate based on the budget, and the actual tax credits may be significantly different from the above if actual expenditures vary significantly from the budget. Furthermore, the tax credits are refundable only after any federal and provincial income taxes otherwise payable by the corporation have been satisfied.

This letter is intended for the purposes of obtaining financing and should not be distributed to any other party without our prior consent. We anticipate that you will perform your own due diligence regarding confirmation of these assumptions and general due diligence.

Please do not hesitate to contact us if you have any questions regarding the above, or if you require any additional information.

Yours truly,

Wolrige Mahon LLP

Per: Gurpreet S. Sandhu Inc., Incorporated Partner
Wolrige Mahon LLP
Chartered Professional Accountants

We have reviewed the assumptions and information contained in this letter. We represent that we have determined or approved the assumptions, and have provided accurate and complete information to prepare this letter and the estimate herein.

Producer

Date

ANTHONY WHITEHOUSE
Plaintiff

-and-

BDO CANADA LLP
Defendant

Court File No. CV-17-579357-00CP

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