

TERMS AND CONDITIONS

THIS AGREEMENT is made by and between [REDACTED] (“Arranger”) and [REDACTED] (“Producer”) to fund the motion picture currently entitled [REDACTED] (the “Picture”). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Role of the Parties:**

- a. **Producer:** Producer shall be solely responsible for all production services traditionally associated with the development, pre-production, principal photography, and post-production of a motion picture, including, but not limited to; hiring of all cast and crew, preparation and monitoring of budget, bookkeeping, and all other customary and traditional functions of a motion picture industry producer (“Producer”).
- b. **Arranger:** Arranger shall facilitate the financing of the Picture (“Arranger”).
- c. **Lender:** A bank or a financial institution to be determined (“Lender”).
- d. **Borrower:** Arranger shall create a new single purpose vehicle (i.e., an LLC, Limited Partnership, Corporation, etc.) (“SPV”) designed exclusively for the purpose of borrowing funds from the Lender to fund the Picture (“Borrower”).

2. **Conditions Precedent:** Arranger’s commitment to facilitate financing for the Picture as set forth herein is subject to satisfaction of the following conditions:

- (1) Arranger’s written approval, in its sole discretion, over the following: chain of title, screenplay, director, principal cast, completion guarantor, budget, cash flow schedule, production schedule, and shooting location (to be mutually agreed upon and approval not unreasonably withheld), none of which may be changed in any material manner without Arranger’s prior written approval.
- (2) Producer’s ability to secure 20% of the Principal Amount with the Collateral described in Section 8 below.
- (3) A motion picture bond company acceptable to Arranger (in its sole and absolute discretion), indicating that such bond company is prepared to guarantee completion of the Picture.
- (4) Any other conditions the Lender and/or Arranger deem necessary and reasonable to finalize the proposed financing transaction, provided that such conditions shall be consistent with industry custom and practice.

3. **Principal Amount:** Arranger shall facilitate financing from Lender on behalf of Borrower in the amount of up to Forty-Five Million Dollars (\$45,000,000) (“Principal Amount”) which shall be comprised of a production loan of up to Thirty-Seven Million Dollars (\$37,000,000) including 10% contingency (“Production Loan”) and a debt service reserve fund in the amount of Eight Million Dollars (\$8,000,000) (“Debt Service Reserve Fund”).

The Production Loan and Debt Service Reserve Fund are collectively referred to as the “Principal Loan.” The Production Loan amount shall include an interest reserve for the payment of the Production Loan calculated from date of first draw-down through anticipated repayment of the Production Loan. Arranger shall have the right to offset its obligation against any amount remaining in the Debt Service Reserve Fund.

4. **Production Loan:** The Production Loan shall be disbursed by Borrower to Producer pursuant to a mutually approved cash flow schedule consistent with final approved budget. Provided that Producer is in compliance with the terms of this Agreement, the first drawdown of funds from the Production Loan shall occur approximately ninety (90) days after Arranger has determined (in its sole discretion) that all funding conditions precedent have been satisfied (“Closing Date”). The Production Loan shall be available for disbursement to Producer pursuant to the approved cash-flow schedule, for a period of up to twelve (12) months from the date of first drawdown, unless such period is extended by the Lender.

- a. **Principal Repayment of Production Loan:** The Production Loan shall mature and the outstanding balance shall become due in its entirety within thirty six (36) months as determined in Arranger's sole discretion, from the date of first advance of funds to Borrower hereunder ("Production Loan Maturity Date"). Repayment parameters will be determined with greater specificity and an estimated repayment schedule will be produced prior to the Closing Date. All or any portion of the outstanding balance of the Production Loan may be prepaid at any time in whole or in part by the Borrower subject to a prepayment premium, if any, to be determined by Lender. Borrower may establish a sinking fund account for the repayment of the principal and interest amounts upon such terms as may be agreed to.
- b. **Interest of Production Loan:** Interest shall accrue on the outstanding sum of the principal amount of the Production Loan on each day from the date of the first advance and after the date thereof until paid at the rate of prime plus no more than four (4) percent interest per annum, or the maximum amount permitted by law, which ever is less. Interest payments shall be made in arrears on the first (1st) of each month from date of first advance until the Production Loan Maturity Date. Should interest not be paid when due, it shall thereafter bear like interest as the principal.

5. Debt Service Reserve Fund: Arranger shall establish, maintain and control the Debt Service Reserve Fund from the Principal Amount. The Debt Service Reserve Fund may, as determined by Arranger in its sole discretion, be used as a set off against Arranger's obligation under this Agreement and/or to pay for Collateral/Credit Enhancement fees (defined below in Paragraph 17), or interest charges upon delivery of the Picture (e.g., if there are insufficient revenues to meet debt service obligations). Arranger shall have the right to use any available funds to fully restore the Debt Service Reserve Fund to the extent that it is used.

a. **Repayment of the Debt Service Reserve Fund:** Principal payments shall be repaid throughout the term with all amounts payable by Borrower to Lender shall mature and the outstanding balance shall become due in its entirety within two (2) years from the date of first advance of funds under the Debt Service Reserve Fund to Borrower hereunder ("Debt Service Reserve Fund Maturity Date").

b. **Interest on the Debt Service Reserve Fund:** Interest shall accrue on the outstanding sum of the principal amount of the Debt Service Reserve Fund on each day from the date of the first advance and after the date thereof until paid at the rate of prime plus no more than four (4) percent interest per annum, or the maximum amount permitted by law, which ever is less. Interest payments shall be made in arrears on the first (1st) of each month, until the Maturity Date. Should interest not be paid when due, it shall thereafter bear like interest as the principal.

6. Budget and Cash Flow Schedule: Producer shall prepare the production budget for the actual cost of production for the Picture for approval by Arranger ("Budget"). The Budget shall include all actual, verifiable third party production costs, fees and expenses of the Picture, including but not limited to production and errors and omissions insurance, completion bond fee, reasonable professional and legal fees, a ten percent (10%) contingency, an interest reserve for payment of the Production Loan calculated from date of first draw-down through delivery of the Picture, and the fees and expenses associated with the Principal Loan as stated herein, Collateral/Credit Enhancement Fees (as defined below in Paragraph 17), and a reserve for payment of union and guild residuals (if required) equal to the estimated percentage payable to the unions and guilds pursuant to collective bargaining agreements entered into by Producer or a single purpose production entity formed for the production of the Picture. The total of all producers' and executive producers' fees shall not exceed an aggregate of eight percent (8%) of the net Budget (i.e., the Budget excluding interest reserve and fees and expenses of the Principal Loan) without Arranger's prior written approval.

In addition, Producer shall prepare a cash flow schedule ("Cash Flow Schedule") for the Picture and shall submit such Cash Flow Schedule to Arranger, Lender and the completion guarantor for their respective approval. All fees and expenses payable to Arranger as provided herein shall be included in the first draw-down of funds for the Picture.

7. Bank Accounts:

a. Borrower's Film Fund Account: When Arranger has secured the Principal Amount, Arranger shall create a separate bank account for the Borrower (the "Film Fund Account"). All monies designated out of and into the said Film Fund Account shall be earmarked for the Picture. Monies shall be transferred from the Film Fund Account into the Production Account as per the terms of a mutually approved cash flow draw down schedule.

b. Producer's Production Account: Producer shall establish an operating production account for the Picture at a bank approved by Arranger ("Production Account"). All withdrawals and deposits of the Production Account may require two signatures, if requested by Arranger, one of which shall be a designee of Producer and one of which shall be a designee of Arranger. Arranger may designate a representative of the completion guarantor as its designated co-signatory on such account.

8. Collateral: The items set forth in subsections a. through f. below are necessary to secure one hundred percent (100%) of the Principal Loan and are hereafter referred to as the "Collateral". Within ninety (90) days following execution of this Agreement, Producer shall deliver to Borrower Producer's required commitment as set forth below. If the Collateral is secured, and the Production Loan is funded and drawn upon, Borrower shall be required to repay said loan as set forth in this Agreement. In the event the Borrower is unable to make timely payments of any amounts of principal and interest due under the Production Loan, the Collateral will be drawn upon in order of priority as set forth below:

a. Tier 1 Collateral – Foreign Distribution Agreement: 15%: Producer, assisted by the Arranger, shall coordinate with distributors to secure a minimum bankable presale guarantee covering \$6,750,000 of the Principal Loan Amount.

b. Tier 2 Collateral - Bridge Presale Commitment: 15%: Pending completion of additional presales, Producer, in coordination with Arranger, shall collateralize \$6,750,000 which shall comprise a holdback of partial fees payable to Producer, Writer, Director, Service Providers and/or other budgeted items backed by two major foreign territories or a combination of smaller territories.

c. Tier 3 Collateral – Arranger Gap: 12.5%: Arranger, in coordination with Producer, shall provide collateral in the form of cash, a line of credit or other form of bankable guarantee in an amount equal to \$5,625,000. Arranger/Nominee shall be in first position against all remaining rights.

d. Tier 4 Collateral - Tax Incentives/Product Placement: 27.5%: Producer, in consultation and cooperation with Arranger, shall provide commitment in an amount equal to \$12,375,000 representing the discounted value of Tax Credits, Rebates and Grants. If tax rebate/credit is lower than expected such commitment may be supplemented partially by brand integration, music, product placement and/or similar advertising or related marketing in connection with the Picture.

e. Tier 5 Collateral – Arranger Commitment: 10%: Arranger, in coordination with Producer, shall provide collateral in the form of cash, a line of credit or other forms of bankable guarantee in the amount equal to \$4,500,000.

f. Tier 6 Collateral - Producer Commitment: 20%: Producer shall provide cash collateral or an acceptable cash equivalent letter of credit in the amount equal to \$9,000,000 guaranteeing the Borrower's payment of its obligation to the Lender.

9. Grant of Security Interest: As security for this Agreement, the Borrower hereby grants to the Lender a continuing first priority UCC-1 security interest in, lien on, and rights of set off against all of the Borrower's right, title and interest in and to the Picture and all the assets owned by the Borrower.

10. Copyright Interests: All rights, title, and interests of every kind in and to all literary and other materials related to the motion picture currently entitled [REDACTED] shall be held jointly (60/40%) by Producer and Arranger.

11. Collection Account: All gross receipts (domestic and foreign) of the Picture shall be collected, received and held in a collection account (the "Collection Account") to be established with either Fintage House or a company of similar stature that has been approved by Arranger and Lender (the "Collection Account Producer"). The Collection Account Company shall then be charged with making appropriate distributions in accordance with this Agreement and all other agreements related to the revenue distribution of the Picture that are consistent with this Agreement (the "Revenue Waterfall"). The Collection Account Company shall be charged with reporting to the parties the collection and disbursement of all gross receipts. In addition, the parties acknowledge that any third party that is entitled to exploit any rights in connection with the Picture (domestic or foreign), must be contractually obligated to pay any amounts paid or payable from such third party on account of such exploitation rights in and to the Collection Account with the Collection Account Company (i.e. each foreign distributor that enters into an agreement shall be required to execute a Notice of Irrevocable Assignment agreeing to pay any minimum guarantee or additional amounts directly into the Collection Account).

12. Defined Proceeds: "Defined Proceeds" in connection with the Picture shall be defined as follows: all gross receipts from all sources paid to or received by Producer, Borrower or any entity or person that receives money or other consideration for or on behalf of Producer (e.g. a sales agent), derived from any and all worldwide exploitation of the Picture and its allied and ancillary rights in perpetuity, less the following expenses ("**Expenses**"). In determining "Defined Proceeds" the revenue from the Motion Picture will first be applied to all deductible expenses as follows:

a. Lien Holders (none presently exist): all amounts owed to any priority lien holder that is within the Budget of the Picture (if any). All amounts required to be paid by virtue of a "priority payment" clause to any bank or financial institution, including all related transaction costs and fees (if any). No lien shall be granted without all parties' unanimous consent.

b. Outstanding Distributor Debt: any outstanding amounts owed to the foreign sales agent and the domestic distributor of the Picture, and their respective expenses paid in connection with the licensing, distribution, and delivery of the Picture, including but not limited to promotion, prints and advertising expenses (*Note:* In some situations these expense may be withheld directly by a sales agent, distributor or other representative from the gross receipts received by such entities before allocation to Producer). Outstanding distributor debt shall be payable as follows:

i. To Foreign Sales Agent: from Foreign Gross Receipts only, to the foreign sales agent, for its sales agent commission not to exceed 15% of gross receipts (without Arranger approval), its commission, marketing fees (if any), expenses (if any) and advance (if any); and

ii. To Domestic Distributor: from domestic gross receipts only, to the domestic distributor for its commission, marketing fees (if any), expenses (if any) and advance (if any).

c. Lending Institutions: all amounts owed to the "Lender" (a bank or other financial institution to be determined by Arranger), including outstanding principal of the Loan plus interest;

d. Gap Financing/Deferred Fees (if any): In the event that Arranger Gap Financing is called or drawn upon, then the recoupment of one hundred percent (100%) of all amounts called or drawn upon for Gap Financing in an amount not to exceed Five Million Six Hundred Twenty-Five Thousand Dollars (\$5,625,000) ("**Gap Financing**").

e. Completion Bond Guarantor (if any): any outstanding amounts owed to the Completion Bond Guarantor of the Motion Picture, including all related transaction costs and fees (subject to the Completion Bond Company's approval of this position on the Revenue Waterfall).

f. Mandatory Union Payments: all amounts required to be paid to any guild or union or any other parties by virtue of any collective bargaining agreement entered into by the Producer (including certain reasonable reserves for future union residual pay-outs).

g. Outstanding Debt (if any): all amounts not otherwise set forth above, paid in connection with the development, production, distribution, marketing, and/or exploitation of the Motion Picture.

h. Arranger Recoupment: after payment of such priority deductible expenses, in the event that the Tier 5 commitment is utilized, then the recoupment of one hundred percent (100%) of such amount.

i. Producer Recoupment: after payment of such priority deductible expenses, in the event that the Producer's Tier 6 commitment is utilized, then the recoupment of one hundred percent (100%) of such investment.

j. Defined Proceeds For Distribution As Profits: All remaining revenues (if any) shall be deemed "Defined Proceeds" of the Picture and shall be disbursed and allocated as follows: 40% to Arranger and 60% to Producer ("Producer's Share"), payable on a *pro-rata pari passu* basis. All amounts of subsequent contingent compensation and fees owed to third parties such as talent, crew, and service providers shall be shared equally.

13. Intercreditor Agreement: As a condition to funding any loan hereunder, all account debtors shall execute and deliver an intercreditor agreement and acknowledgments of assignment in favor of Arranger or the Lender promising payment of all amounts under all contracts without offset, counterclaim or defense provided delivery is made, and without deduction for withholding taxes, censorship or any other reason ("Intercreditor Agreement"). The Intercreditor Agreement shall regulate the priority of recoupment and the security interest of each party. Such Agreement will contain procedures for an expedited arbitration to resolve delivery disputes and must be in all material respects acceptable to Arranger and Lender. All account debtors shall execute such other documents as the Lender may reasonably require.

14. Errors And Omissions/Liability Insurance: Arranger, Lender and Borrower shall be accorded coverage on Producer's errors and omissions, general liability insurance, and production insurance policies and all other traditional and customary insurance that would be obtained by a reasonable prudent production Producer and shall be covered on Producer's worker's compensation insurance policies, subject to the limitations, restrictions and terms of said policies. Producer warrants and represents that Arranger, Lender and Borrower shall be named as an "Additional Insured" on each and every policy, and to the extent insurance coverage is lacking as a result of Arranger's, Lender's and Borrower's action or inaction, Producer shall fully indemnify Arranger, Lender and Borrower for any legal proceeding in which Arranger, Lender and Borrower is named by virtue of Arranger's position as a facilitator of the Picture.

15. Completion Bond: Producer shall furnish to Arranger and Lender evidence of insurance to complete the Picture to be produced (the "Completion Bond" or "Completion Guarantee"), in an amount at least equal to the Production Loan amount. At a minimum, such Completion Guarantee will guaranty delivery of all elements required under all assigned distribution contracts.

16. Representations & Warranties: Producer hereby represents and warrants to Arranger that it is not encumbered by any legal restriction or conflicting agreements which would render it incapable of entering this Agreement or rendering repayment as set forth under this Agreement; that upon execution of this Agreement by the undersigned, this Agreement will constitute a legal, valid and binding obligation of Producer and will be enforceable against Producer as set forth herein; that it owns all rights, title and interests in and to the Picture and the story upon which is based necessary to produce a single motion picture based thereon (and all allied and ancillary rights related thereto); that Producer will keep confidential any and all information regarding the documentation, structure and sources of funding for the Picture; and that the Picture is completely free and clear of any liens and encumbrances, except for any customary permitted liens granted to the various guilds.

17. Fees and Charges: Producer shall be responsible for the following fees and charges:

a. Advisory Fee: In consideration of the Arranger's services hereunder, Arranger shall receive an advisory fee of Three Percent (3%) of the total Credit Facility ("Advisory Fee") or the sum of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000) due upon signature of this Agreement but payable by the Producer as follows (i) Twenty Five Thousand Dollars (\$25,000) upon execution of this Agreement (ii) Twenty Five Thousand Dollars (\$25,000) forty five days following execution of this Agreement (iii) Twenty Five Thousand Dollars (\$25,000) ninety days following execution of this Agreement and (iv) Twenty Five Thousand Dollars (25,000) one hundred twenty days following execution of this Agreement or a total payment of One Hundred Thousand Dollars (\$100,000) prior to closing The balance of the Advisory Fee shall be paid in full no later than the Closing . The amounts payable to Arranger as Advisory Fee are non-refundable.

- b. Collateral/ Credit Enhancement Costs:** Producer shall pay an annual aggregate deposit premiums and fees payable in connection with the Collateral an amount equal to two- and one-half percent (2.5%) per annum of the outstanding balance of the Principal Loan Amount.
- c. Late Charges:** A late charge equal to two percent (2%) of any scheduled payment due shall apply to any amount paid fifteen (15) or more days after its due date.
- d. Commitment Fee:** Producer shall pay to Arranger a Commitment Fee equal to approximately Seventy Five (75) basis points per annum on the unused portion of the Production Loan during the term, payable quarterly in arrears and accruing from the date of execution of the definitive credit agreement.
- e. Voluntary Prepayment Fee:** All or any portion of the outstanding balance of the Principal Amount may be prepaid at any time in whole or in part by the Borrower subject to a pre-payment premium, if any, to be determined by the Lender. Borrower may establish a sinking fund account for the repayment of the principal and interest amount upon such terms as may be agreed to.

18. Costs and Expenses: All items required, or contemplated to be furnished by the Producer hereunder, including but not limited to providing Collateral, shall be furnished without cost or expense to Arranger and Lender. Producer shall also pay all costs and expenses associated with the Principal Loan service fees.

Producer shall pay or cause to be paid all reasonable and customary costs and expenses of Arranger and Lender in connection with Principal Loan, including without limitation all reasonable legal fees of Arranger and Lender including an advance of Forty Thousand Dollars (\$40,000) payable upon execution of this Agreement for initial expenses (in lieu of such payment Producer shall have the option to provide reputable legal and accounting firms to act on behalf of Arranger but be paid directly by the Producer) and other out-of-pocket costs and expenses of Arranger and Lender associated with the transaction referred to herein, upon the demand of Arranger, whether or not financing is completed, including, without limitation, the review, preparation and negotiation of all applicable loan and security documents and any registration relating hereto. Further, the Lender is authorized to deduct from the Principal Loan funds, disbursed at that time, all additional reasonable and customary costs, and expenses at the time of the closing and during the term of the Principal Loan. All other costs and expenses incurred by Arranger and Lender, including but not limited to, accountants, attorneys, credit enhancement brokers, coordinators, and expenses for travel and accommodations (First Class for senior staff members), will be paid directly by Producer. All amounts paid for costs and expenses above are non-refundable.

Lender and Arranger shall make reasonable and good faith efforts to ensure that such charges are not unduly excessive and thus onerous to the Producer, and do not significantly exceed reasonable and customary levels as are normally experienced for a Loan of this type and amount.

19. Taxes: This Agreement assumes that no withholding or similar taxes are applicable to payments of interest, fees, or other amounts in respect to the debt. If any such taxes are applicable, they shall be for the account of the Producer and the relevant payments to Arranger shall be grossed up and made net of tax.

20. Further Actions: Producer represents and warrants to take or cause to be taken, all commercially reasonable and feasible actions (including refraining from taking conflicting actions) and to do, or cause to be done, all other things necessary, proper, or advisable, at Producer's cost, to ensure Arranger's enjoyment of its rights as contemplated by any Agreement. The Producer shall execute and/or deliver additional papers, documents, and other assurances, reasonably required or requested in connection with the rights and obligations of the parties hereunder. If Producer fails to deliver such documents within ten (10) days after Arranger's request therefore, Producer appoints Arranger to execute such documents as Producer's attorney-in-fact, which appointment is coupled with an interest and is irrevocable.

- a. Legal Opinion:** Producer shall deliver to Arranger, at no cost to Arranger or Lender, the legal opinion of its counsel in form reasonably satisfactory to Lender and its legal counsel and, given the nature of the transaction covered by this Agreement, in form consistent with legal opinions customarily required by lending banks in the motion picture industry. The legal opinion delivered shall include, but not limited to,

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the validity of the collateral given by Producer hereunder and any other matters Arranger may reasonably require.

b. Additional Information: Producer agrees to supply any additional information, documentation, or verification that Arranger or its legal counsel may reasonably deem necessary, including without limitation, revenue estimates for the Picture, historical data regarding revenues of similar pictures or other pictures distributed by Producer, or production information (cast, other key crew, etc.) for the Picture.

21. Confidentiality: The terms and conditions as well as the form of this proposal are the result of the sole efforts of Arranger and its principals. Any and all documentation for this transaction, along with any supporting documents, are to be treated with the utmost confidentiality by all the parties hereto. Producer warrants, represents and agrees that it will keep the terms of this Agreement and any supporting documentation completely confidential and that it will not hereafter disclose any information concerning this Agreement to anyone except as required by law or by Court order. Any divulging thereof to outside parties, or the public at large without the express written consent of the party to whom the information belongs, is strictly prohibited. However, Producer may disclose information concerning this Agreement respectively to its attorneys, accountants and/or licensed tax preparers, all of whom must be informed of this confidentiality clause.

22. No Injunctive Relief: Producer expressly agrees that in the event of any dispute relating to this Agreement, Producer has no right to seek an injunction (and shall forever refrain from seeking such an injunction) against the production, distribution or exploitation of the Picture or any portion thereof; any legal remedy available to Producer must solely be limited to monetary damages.

23. Successors and Assigns: This Agreement shall not be assigned or transferred by Producer without Arranger's written consent, which consent shall be within Arranger's sole discretion. The Arranger may, in its sole discretion, assign or transfer this Agreement to a third party which intends to assume Arranger's obligations under this Agreement. The Lender may assign, transfer, sell or otherwise dispose of all or part of its rights under the debt and security to third parties, provided that no such assignment or sale shall render the Borrower liable for any additional increased costs. This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

24. Indemnification: Producer shall indemnify Arranger, Lender and Borrower their heirs, executors, administrators, successors and permitted assigns and hold them harmless from and against any and all liability, loss, damage, costs, charges, expenses (including but not limited to reasonable outside attorney's fees), which they or any of them may suffer in connection with the Principal Loan, the use of the Principal Loan proceeds, the Borrower or any breach or alleged breach of any representation, warranty, or agreement made by Producer in this Agreement and for any breach of any covenant or promise contained herein.

25. Applicable Law/Arbitration: This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of New York. Any controversy or claim arising out of or in relation to this Agreement or the validity, construction or performance of this Agreement, or the breach thereof, shall be resolved by arbitration. Arbitration shall be in accordance with the rules and procedures of Independent Film and Television Alliance ("IFTA"), as said rules may be amended from time to time with rights of discovery if requested by the arbitrator. Such rules and procedures are incorporated and made a part of this Agreement by reference. If IFTA shall refuse to accept jurisdiction of such dispute, then the parties agree to arbitrate such matter before and in accordance with the rules of the American Arbitration Association under its jurisdiction in New York before a single arbitrator familiar with entertainment law.

26. Severability/Modifications & Amendments/Attorney's Fees: Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail and the provision of this Agreement which is affected shall be amended the extent necessary to bring it within the requirements of law and the intent and purpose of this Agreement (and if impossible to be so amended, the offending provision shall be stricken) and the remaining portions of the Agreement shall remain in full force and effect. In all other instances, no amendment, change or modification of this Agreement shall be valid unless in writing and signed by all the parties hereto. This Agreement reflects the full and total agreement between the parties concerning this subject matter and replaces all former agreements, negotiations or understandings, written or oral, relating to this subject matter. If the Principal Amount is not paid when due at maturity, Producer promises to pay all costs of collection, including without limitation, reasonable attorneys' fees,

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and all expenses in connection with the protection or realization of the collateral securing this Agreement, whether or not suit is filed hereon or thereon.

27. Notices: All notices which either party shall be required to give hereunder shall be in writing and shall be served by United States certified mail return receipt or a recognized established overnight carrier with delivery tracking capability (e.g. Fed Ex, UPS, etc.), or personal delivery. Service of any notice or delivery of any payment, statement, or other paper upon either party shall be deemed complete if the same is personally delivered to such party, upon proof of delivery.

28. Interpretation/Paragraph Headings/Multiple Originals: No language or provision of this Agreement shall be interpreted either for or against any party by virtue of any party or any attorney of any party having drafted such language or provision. Paragraph headings are for the convenience of the parties only and shall have no legal effect in interpreting the meaning of any provision herein. This document may be executed as multiple originals and in multiple counterparts (including via email, facsimile, or other electronic transmission), all of which shall be treated as one and the same instrument.

29. Knowingly Entered Binding Agreement: The parties represent that each fully understands their respective right to discuss all aspects of this Agreement with their own legal representative, that each has carefully reviewed and fully understand all of the provisions of this Agreement, and that each is voluntarily entering into this Agreement as they have each determined that executing this Agreement is in their own respective best interests. Do Not Sign Until You Have Read & Understood This Entire Agreement.

IN WITNESS WHEREOF, Producer and Arranger have entered into this agreement as of March , 2023. If not executed this Agreement shall be null and void on March 21, 2023.

Agreed and Accepted as of the date first set forth above:

FOR: ARRANGER

FOR: PRODUCER.

By: _____
Authorized Signatory

By: _____
Authorized Signatory

APPENDIX A

CONFIDENTIAL DISCLOSURE AND NON-DUPLICATION AGREEMENT

This Confidential Disclosure and Non-Duplication Agreement (“Agreement”) is made between [REDACTED] (“Producer”) and [REDACTED] (“Arranger”).

The Producer acknowledges and agrees that it has received, and will receive from time to time subsequent to the date hereof, from Arranger certain confidential material relating to proprietary structured financing arrangements and systems of collateralization applicable thereto, including information and know-how with respect to the techniques required to negotiate, apply and implement such arrangements to specific transactions (hereinafter, such confidential material, information and know-how are collectively referred to as the (“Protected Property”). The Protected Property has been and will be furnished to the Producer, its employees, agents, attorneys, and advisors, and is to be used and applied by the Producer, its employees, agents, attorneys, and advisors, only for determining whether to join the business venture with Arranger to finance “**Various Projects**”.

The Producer agrees that for a period of three (3) years from **the date hereof** the Protected Property and all disclosures, discussions, demonstrations, presentations and exchanges of material, information and know-how related thereto shall be kept confidential, that the Protected Property relating to the structured financing arrangements, systems of collateralization applicable thereto, and any variations thereof are intellectual properties of substantial value proprietary to Arranger, and that the Protected Property and all disclosures, discussions, demonstrations, presentations and exchanges of materials, information and know-how related thereto shall not be used, duplicated or disclosed by the Producer for any reason whatsoever except with prior written consent of Arranger.

The Producer further specifically agrees that:

- i. All communications and transmissions with respect to any person, firm or other party introduced by or referred to by Arranger shall be made through Arranger.
- ii. Under no circumstances shall the Producer initiate, pursue, or communicate in any form or manner, independently of Arranger with any person, entity or financial institution identified, named or presented by Arranger (including any accountants, agents, attorneys, brokers or consultants referred to by, or providing services to, Arranger) without the prior express written consent of Arranger.
- iii. For a period of three (3) years from the date hereof, the Producer shall not duplicate or implement, or attempt to duplicate or implement, the structured financing arrangements disclosed in the Protected Property with respect to any of the Business Ventures or with respect to any other project or transaction without (a) the participation of Arranger or (b) the prior written consent of Arranger based on full and complete disclosure by the Producer of all information relative to the situation for which such consent is sought.
- iv. The Producer shall return to Arranger all originals and all copies of any Protected Property and related materials and information promptly after a request made by Arranger.

The terms of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective heirs, representatives, successors and assigns. This Agreement may not be amended,

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modified or canceled except by a written instrument executed by the parties hereto specifically referring to the Agreement; and performance of this Agreement or any term or provision hereof may not be waived except by written instrument executed by the party making waiver.

This Agreement may be executed in one or more Counterparts, each of which shall constitute one and the same instrument of the parties hereto.

This Agreement shall be governed and construed in accordance with laws of the State of New York. If any terms or provisions hereof are determined to be contrary to law, it shall be deemed amended and thereafter construed so as to comply with applicable law and to effectuate that intent and purposes of this Agreement.

Agreed and Accepted:

FOR: ARRANGER

FOR: PRODUCER

By: _____
Authorized Signatory

By: _____
Authorized Signatory

