

Amount in certified funds payable to the Production Company's designated Escrow Account, however, the Escrow Agreement and Instructions to Escrow Holder shall provide that the full amount of such funds shall not be released from escrow to the Production Company unless and until all of the following conditions precedent have been fulfilled:

- (a) _____ [*insert name of completion guarantor*] shall have delivered to the Investor a copy of its duly executed Completion Guaranty relating to the Project naming the Investor as a guarantee to the extent of its investment therein, together with:
 - (i) confirmation in writing that all conditions precedent to the Guarantor's obligations arising under the Completion Guaranty have been met; and
 - (ii) so-called "cut-through" endorsements between the Investor and the Guarantor of completion of the Project;
- (b) certificates of insurance naming the Investor as an additional insured shall have been delivered to the Investor, indicating that all insurance normally obtained in connection with the production of a motion picture photoplay, including errors and omissions insurance, has been obtained with commercially reasonable liability limits and deductibles, and that the policies of insurance cannot be canceled or amended without first giving the Investor thirty (30) days' prior written notice.

THIS IS A 7-PAGE DOCUMENT.