

“**Element**” means the Director.

“**Estimates**” has the meaning ascribed to the term in the Interparty Agreement.

“**Funders**” means, collectively, Aver, BFI, Film4 and the Sales Agent.

“**Interparty Agreement**” means the interparty agreement for the Film between, inter alia, the parties hereto (except the Distributors) dated on or about the date hereof.

“**Production Schedule**” means the production schedule for the Film dated on or about 21 June 2012.

“**Relevant Agreements**” has the meaning ascribed to the term in the Interparty Agreement.

“**Replacement Criteria**” with respect to any proposed replacement of an Element means that such proposed replacement: (a) is of similar stature and appropriateness to the role of the originally approved party to be replaced and does not cause the Sales Agent (acting reasonably and in good faith) to revise the Estimates (as notified to Distributors at the material time by Commissioning Company or the Sales Agent) downwards; (b) may be engaged at a salary consistent with the allocation of funds in the Budget; (c) is available consistent with the requirements of the Production Schedule and is consistent with the Screenplay; (d) in the Guarantor's judgment does not have a history of causing delays or cost overruns; (e) will not adversely affect the ability of the Film to qualify as a British Film and a “European cinematographic work” under the European Convention on Cinematographic Co-Production or reduce the amount of UK Qualifying Expenditure (as notified to Distributors at the material time by Aver or the Commissioning Company); and (f) is insurable under the production insurance for the Film without restriction and is capable of being bonded.

“**Replacement Designees**” means the UK Distributor, the Canadian Distributor, the French Distributor, Aver, BFI, Film4, the Sales Agent and the Commissioning Company (each a “**Replacement Designee**”).

“**Screenplay**” means the screenplay on which the Film is to be based and written by Tony Grisoni, Jeremy Brock, Jack Thorne and Penny Skinner which has been approved in writing by the Guarantor and, to the extent required, the Distributors and the Funders.

“**UK Qualifying Expenditure**” has the meaning ascribed to the term in the Interparty Agreement.

AGREEMENT:

In consideration of (i) the payment of £1 by each of the parties hereto to each of the other parties hereto; (ii) the mutual agreements contained in this Agreement; and (iii) for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties to this Agreement agree the terms set out below.

1. Procedure for Replacing an Element

Notwithstanding anything to the contrary contained in any other agreements between any of the parties hereto, if it becomes necessary to replace an Element as a result of the death, disability, default or other reason rendering an Element unable to fulfil his obligations under the relevant contract between the applicable Element and the Film Production Company, such replacement shall be determined in accordance with the provisions of Clauses 2 to 5 of this Agreement.

2. List of Proposed Replacements by the Film Production Company or the Guarantor

The Film Production Company or (if it has then taken over the production of the Film) the Guarantor undertakes to submit to the Replacement Designees to the email addresses set out in the Exhibit attached hereto, a list of at least two (2) proposed replacements, each of which shall meet the Replacement Criteria. Each Replacement Designee shall have the right to approve any one (1) or more of such proposed replacements, such approval not to be unreasonably withheld or delayed or to disapprove any or all of the two (2) proposed replacements.

3. Approval or Disapproval

Each Replacement Designee shall notify the other Replacement Designees, the Guarantor and the Film Production Company in writing of its approval or disapproval of such replacement within 48 hours, in each case from the date that Replacement Designee receives the list referred to in Clause 2 (*List of Proposed Replacements by the Film Production Company or the Guarantor*) if such replacement becomes necessary during principal photography of the Film, or otherwise within five (5) business days. If the relevant Replacement Designee has not notified the other Replacement Designees, the Guarantor and the Film Production Company of its approval or disapproval of such replacement within the time allowed, any such replacement shall be deemed approved by that Replacement Designee (without affecting the rights of the others). Subject to Clause 4 below, any replacement approved by all or a majority of the Replacement Designees will be engaged. In the event that the number of Replacement Designees who approve the