

**BUSINESS & RIGHTS**

**UNSCRIPTED PROGRAMMING**

Mail: P.O. Box 500, Station "A", Toronto, Ontario M5W 1E6

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**Delivered via PDF**

April 17, 2023

Frozen in Time Productions Inc.  
3<sup>rd</sup> Floor, 1114 Langley Street  
Victoria, British Columbia V8W 1W1

ATT'N: Niobe Thompson, [niobe@handfuloffilms.ca](mailto:niobe@handfuloffilms.ca)

Dear Niobe:

**Re: "Frozen in Time"**

This letter (the "**Agreement**") will confirm our understanding regarding CBC's and *documentary* Channel's participation in and licensing of 1 x 60:00 minute documentary television program entitled "**Frozen in Time**" (the "**Program**") described below. The parties acknowledge and agree there will be no other English-language versions of the Program in Canada unless otherwise agreed to by CBC.

CBC is the General Partner acting on behalf of The Canadian Documentary Channel Limited Partnership ("**documentary Channel**") and CBC shall be the lead broadcaster and shall provide all payments and approvals as they pertain to this Program. In the event that any payments or approvals are required from *documentary* Channel, it shall be CBC's responsibility to obtain such payments and approvals.

**A. Information on the Program**

- |                         |   |
|-------------------------|---|
| 1. Production Company:  | Frozen in Time Productions Inc. (" <b>Producer</b> ")   |
| 2. Distributor:         | To be confirmed and approved by CBC (" <b>Distributor</b> ")  |
| 3. Executive Producer:  | Niobe Thompson  |
| 4. Program Producers:   | Niobe Thompson, Ally Barry, Sandra Tober  |
| 5. Writer:              | Niobe Thompson  |
| 6. Director:            | Niobe Thompson  |
| 7. Budget:              | <b>\$897,036</b> dated <b>March 30, 2023</b> (the " <b>Budget</b> "). The Budget shall not be changed without CBC approval. |
| 8. Financing:           | As set out in Schedule "A" attached hereto  |
| 9. Production Schedule: | All dates to be confirmed and approved by CBC   |

10. Location of Principal Photography: Montreal, Quebec (65%), Ottawa, ON (5%), Vancouver, British Columbia (5%)/ Outside of Canada (25%)
11. Category of Certification for CRTC Reporting: 2 (b) longform documentaries
12. Format: HD production format, offline closed captioned (pop-on caption format) and with Described Video (**DV**) for the visually impaired; a digital version of the Program delivered via Quicktime HD H.264 format, stereo audio; additional technical and delivery details to be provided and confirmed by CBC.
13. Length: **1 X 60:00** minutes less commercial, promotional, recaps (if requested) and other openings (duration and placement of openings and recaps to be confirmed by CBC)

B. Working with CBC

1. CBC Representative: CBC will appoint a designated network representative (the "**Representative**") to act as a liaison between CBC and Producer. Producer will consult with the Representative during all phases of production, and will ensure the Representative, or delegate, has the right to be present throughout production of the Program and screenings. CBC will have customary "lead broadcaster" approvals in accordance with industry practice, not to be unreasonably withheld, which will include approval of creative, technical, and financial elements of the Program. The Representative will be responsible for communicating CBC approvals and/or other feedback according to a timeline commensurate with the exigencies of the approved production schedule.
2. Producer acknowledges receipt of CBC Producer's Handbook which sets out in detail all of CBC's production, delivery and promotional requirements beyond those contained in this Agreement, including, without limitation, diversity requirement, technical specifications, format deliverables, promotional deliverables, broadcast standards, and communications, marketing, and product integration policies (the "**Producer's Handbook**"). Producer agrees to adhere to the requirements outlined in the Producer's Handbook the full details of which can be found here: <http://www.cbc.ca/independentproducers/resources>. While CBC acknowledges that not all such requirements apply to every Program, it is Producer's responsibility to obtain written confirmation from CBC of any materials or requirements that are inapplicable.
3. Talent, including musicians, and all key production personnel retained or engaged for the production of the Program, will be Canadian citizens or permanent residents. The use of any non-Canadian talent or key production personnel (except as permitted by applicable international treaties), will require CBC's prior approval. In the event CBC approves any talent to be contracted under SAG-AFTRA and/or DGA's jurisdiction, CBC will not be expected to restrict its unlimited Telecast rights, or any other rights hereunder and, unless otherwise specified herein, Producer will be responsible for paying any union/guild royalties, residuals, use fees or other payments that may result from CBC's exercise of any of its rights hereunder. CBC shall be allowed reasonable access to the set and talent for the purposes of sales, promotion and digital support for the Program, as further detailed in the Producer's Handbook. Any incremental payments to talent in connection with their participation in promotional activities will be the sole responsibility of Producer, unless otherwise approved in advance by CBC.
4. Producer shall not commit to any aural or visual credits for inclusion in the Program, or in promotion, publicity or any form of online support for the Program, without the prior written consent of CBC unless such credits are specifically prescribed by an applicable collective agreement.
5. Producer will not make arrangements to place or integrate a product or service in the Program, or to obtain a product or service for the Program at no charge or at a discounted rate, without CBC's prior approval. Producer agrees to adhere to CBC's commercial and programming policies, the full details of

which can be found here: <https://cbc.radio-canada.ca/en/vision/governance/programming-policies/impact>, and in the Producer's Handbook.

6. Producer will not use music taken from commercial recordings without CBC's prior approval. Producer will clear all music in the Program and will provide CBC with music cue sheets, where applicable, listing the title of the musical work, owner of the master tape, recording artists, composers, and publishers. Producer will consult with CBC regarding the expected scope of rights for music clearances prior to securing such rights. Where practical, music should be cleared for out of context use. In addition, if original music is composed in Canada for the Program, such music will be produced and recorded under an agreement with the CFM as further detailed in the Producer's Handbook and CBC long form agreement.

7. Producer acknowledges that talent, as representatives of CBC, are bound by the provisions of CBC's Code of Conduct as reasonably applicable to them, and as further set out in the Producer's Handbook. Moreover, Producer agrees that discrimination, harassment (including sexual harassment), bullying and violence in the workplace are not tolerated at CBC. Producer commits to fostering a workplace free from discrimination, harassment and bullying, which corresponds to the values, expected behaviours, and standards of integrity and business conduct set out in CBC's own code of conduct: <http://www.cbc.radio-canada.ca/files/cbcrc/documents/policies/code/code-conduct-2017-en.pdf>. Failure to comply with this provision to CBC's satisfaction will be deemed a material breach of this Agreement and may result in its termination.

8. **COVID-19:** As the national public broadcaster, CBC views the health and safety of its employees and production partners as the top priority. Accordingly, Producer agrees that:

- a) it will produce the Program in accordance with a health and safety protocol specifically devised for the production of the Program, that adheres fully to all applicable laws and government guidelines and implements the latest best industry practices ("**COVID Protocols**"); and
- b) it will not hold CBC responsible should anyone contract COVID-19 in connection with the Program.

9. Producer acknowledges that CBC seeks to reflect contemporary Canadian society both on and off the screen, and Producer agrees to use its best efforts to engage and/or train writers, directors, actors, and other production personnel who are members of Canadian communities that have been traditionally underrepresented in the Canadian television industry. Prior to production, Producer will work with the Representative to create an inclusion plan for the Program that aims to advance the representation of Indigenous, Black, racialized and/or persons with disabilities within producer, director, and other key roles (i.e. writer, cinematographer, story editor, lead performer, etc.) (the "**Inclusion Commitment Plan**"). The identified key roles should be done in consultation with the Representative. Producer will deliver to CBC a final data collection report in conjunction with delivery of the completed Program (the "**Final Data Collection Report**"). Producer acknowledges CBC's expectation that at least 30% of all available positions within the foregoing positions will be filled by individuals who self-identify as one or more of the following: Indigenous, Black, racialized and/or persons with disabilities.

10. **Environmental Sustainability:** Producer acknowledges that CBC is becoming a more environmentally sustainable company by implementing environmentally sustainable thinking in everything we do including the productions we produce and license. CBC's aim is to share, collaborate and contribute to a more sustainable Canadian broadcasting and production industry. With that goal in mind, CBC wishes to continually explore and implement ways to lower the carbon emissions generated by the content which CBC licences, without affecting its quality. CBC will be requiring Producer to share its production's carbon footprint at the end of production. To create an account, Producer can visit the **albert** login site and select "create an account". This will notify BAFTA, who will then create the account for Producer. Further details can be found at CBC's Business & Rights website at <https://www.cbc.ca/businessandrights/production-information/green-production>.

The confirmed elements listed in Section A of this Agreement have been approved. CBC's participation as outlined herein is subject to change if any of the approved elements change.

### C. Conditions Precedent to the Effectiveness of this Agreement

Without limiting CBC's rights of approval set out in Section B, it is a condition of this Agreement that Producer satisfies the following conditions:

1. CBC's approval of all creative and production elements, including without limitation, shooting script, on terms acceptable to CBC by June 1, 2023;
2. CBC's approval of the final financing structure for the Program and evidence satisfactory to CBC, acting in its sole discretion, that Producer has secured the financing to produce the Program at the approved Budget level (the sufficiency of which shall be in CBC's sole discretion) on or before June 28, 2023;
3. receipt of evidence that the Canada Media Fund ("**CMF**") application has been filed by May 2, 2023, with the required completed documentation;
4. CMF approves the Program as being in an eligible genre, confirms that it meets all Essential Requirements, and that Producer is an eligible Applicant and that the Program will qualify for funding from the CMF's English Regional Production Bonus, as such terms are defined in the CMF Guidelines applicable to projects financed in the 2023-2024 period (the "**CMF Guidelines**") no later than June 28, 2023; and
5. CBC and Producer have agreed on a Inclusion Commitment Plan for the Program that will advance the representation of individuals who self-identify as one or more of the following when filling the positions of producer, director, and other key roles: Indigenous, Black, racialized and/or persons with disabilities.

If any of the above-noted conditions are not fulfilled (the determination of which shall be in CBC's sole discretion), CBC shall have the right to terminate this Agreement, without obligation, upon written notice to Producer. These conditions are inserted for the benefit of CBC and may be waived at CBC's sole option.

### D. Financial Provisions

1. In consideration of the rights granted by Producer to CBC and subject to the Financing assumptions set forth in Schedule "A", CBC is prepared to contribute:
  - a) a cash contribution totalling **\$161,498** (the "**CBC Cash Contribution**"); and
  - b) an allocation from CBC's 2023-2024 CMF Performance Envelope in the amount of **\$179,407** comprised of a licence fee top-up (the "**CBC CMF Licence Fee Top-up**").

CBC supports Producer's application for 2023-2024 **CMF English Regional Production Bonus** funding in the amount of **\$134,555**.

2. CBC's Cash Contribution shall be payable following execution of the CBC long form agreement in accordance with a drawdown schedule to be set forth in such agreement, and shall include the following allocations:
  - a) a CBC broadcast/OTT licence fee of **\$138,498** (the "**CBC Broadcast/OTT Licence Fee**");
  - b) a video-on-demand licence fee of **\$500** (the "**CBC VOD Licence Fee**");

- c) an advance against exploitation of Other Rights (as hereinafter defined) of **\$5,000** (the “**CBC Other Rights Advance**”);
- d) an additional licence fee of **\$15,000** (the “**CBC Additional Licence Fee**”); and
- e) a television licence fee of **\$2,500** (the “**documentary Channel Television Licence Fee**”).

#### E. Rights Granted to CBC

In consideration of CBC's contribution to and participation in the production of the Program in the form of the **CBC Broadcast/OTT Licence Fee**, Producer hereby grants to CBC:

1. the first, exclusive and unlimited right to, and to authorize others to, Telecast the Program for a period of six (6) years, as extended by Section E.12b) from the earlier of: (i) CBC's first exploitation of the Program; and (ii) 18 months less a day from delivery to CBC (the “**Term**”), in whole or in part, in English in Canada, provided CBC's rights taken in exchange for the CBC Broadcast/OTT Licence Fee will be limited to CBC owned and operated platforms or services.

As used in this Agreement, “**Canada**” will be deemed to include the facilities of the Canadian Forces abroad and at sea. “**Telecast**” means the exhibition of the Program on a scheduled broadcast platform, regardless of the method of delivery and/or receiving device and will include the redistribution of such signal via cable, satellite, ISP, internet/IPTV, wireless and any other media or method now known or hereafter devised. For clarity, and without limitation to any other rights herein, CBC's English-language Telecast rights will be exclusive during the Term with regard to any television service whose signal is distributed by means of a Canadian cable television system or is otherwise legally receivable in Canada, including without limitation U.S.-originating conventional television, U.S. pay television or U.S. discretionary services. Producer will ensure that all agreements entered into for the distribution and licensing of the Program outside Canada will respect the foregoing;

2. the first and exclusive right to, and authorize others to, make the Program available in Canada (geo-gated to limit reception to viewers in Canada) in English during the Term, in whole or in part, on any and all forms of set-top box, internet broadcast/distribution and/or distribution on a mobile/wireless device other than set forth in Sections E.1, E.10, or E.11., provided CBC's rights taken in exchange for the CBC Broadcast/OTT Licence Fee will be limited to CBC owned and operated platforms or services. For clarity, the foregoing excludes delivery to the end user for a fee that is directly attributable to the Program (as opposed to a subscription based payment) which falls under electronic sell-through and is subject to the revenue share and guild reporting provisions of Section E.10 below;
3. the first and exclusive right to, and to authorize others to, use the promotional materials delivered to CBC (as detailed in the Producer's Handbook), and to create and use additional promotional materials by reproducing, reformatting and editing such materials, to promote the Program, prior to and during the Term, in English in Canada, in any and all media, provided excerpts from the Program will not exceed 5 minutes in length. CBC will have the exclusive right to approve the content and branding of the Program website and/or other online, social media or digital assets targeted at Canadian audiences. Such rights will be exclusive to CBC in Canada (with the exception of Reserved Rights, as defined below, which are not acquired by CBC) and non-exclusive outside Canada;
4. the exclusive right to approve the Program credits and to receive an on-screen “CBC Original” credit in the main title credits to be positioned immediately before the head credits, in all versions of the Program, worldwide. CBC will also receive (i) network representative tail credits, and (ii) a corporate credit, which shall be a single-card, animated credit positioned immediately preceding or

immediately following Producer's corporate credit in the closing corporate credits. Whenever Producer receives credit or is referenced in paid advertising, publicity and promotional materials outside of Canada (i.e. third-party advertisements in trade press magazines, billboards, etc.), Producer and/or Distributor shall ensure that CBC receives credit as follows: "commissioned by CBC" or "A CBC original production". Producer will ensure that agreements entered into for distribution and licensing of the Program outside Canada incorporate the foregoing rights for CBC and prohibit the alteration or removal of CBC's credits;

5. the exclusive right to, and to authorize others to, take the world premiere of the Program, provided that CBC may lose its world premiere rights if it has not exploited the Program within 6 months of technical acceptance of the completed Program if applicable pursuant to CMF guidelines;
6. the exclusive right of first negotiation, during the Term, for a period of 30 business days, to acquire any English language rights in the Program in Canada not granted to CBC under Section E (the "**Reserved Rights**"). Producer will have the right to exploit the Reserved Rights, to the extent not acquired by CBC, no earlier than 12 months following CBC's initial exploitation of the Program. Notwithstanding the foregoing, or anything to the contrary herein, Producer will not have the right to exploit sub-titled versions of the English-language version of the Program in Canada during the Term. CBC will also have a right of first and last negotiation, each for a period of 30 business days, to extend the Term. CBC will not be required to exercise this right earlier than 6 months prior to expiry of the Term;
7. the exclusive right of first negotiation for a period of 30 business days, to acquire rights similar to those granted to CBC under this Agreement to and in any future audio-visual and/or audio-only programs, episodes, specials, podcasts, series and/or series of episodes based in whole or in part on the Program, or on concepts, scripts, formats or characters contained in the Program (collectively the "**Future Programs**"). CBC shall not be required to exercise its exclusive right of first negotiation in respect of any particular Future Program earlier than eighteen (18) months following CBC's first Telecast of the Program. If CBC does not license a particular Future Program, Producer may enter into an agreement with a third party, which is no more favourable than that offered to and declined by CBC, provided such Future Program may not be exploited in Canada until the earlier of: (i) two years following the date CBC declined Producer's offer to license the Program; and (ii) the expiry of the Term. In any case, CBC will, in good faith, consider negotiating a buy-out of the licensed rights in the event CBC does not license a particular Future Program; and
8. the exclusive right to repurpose, reformat and edit the Program content, in consultation with Producer, for the purposes of creating TNOT segments in association with the CBC Children & Youth Programming department (the "**TNOT JR Segment**") and to, and to authorize others to, exploit the TNOT JR Segment via any and all forms of dissemination granted herein with regards to the Program. CBC shall have the right to use up to 3 minutes of content and shall be responsible for all costs associated with the creation of the TNOT Jr. Segment, including but not limited to: narration, music, editing and clearances. Producer shall be responsible for advising CBC if any content in the Program should be excluded due to underlying rights issues.

In consideration of the **documentary Channel Television Licence Fee**, Producer hereby grants to *documentary Channel*:

9. the co-exclusive right, with CBC to Telecast the Program in English Canada.

Notwithstanding the foregoing, CBC shall approve the windowing arrangements as between itself, and *documentary Channel*.

In consideration of the **CBC VOD Licence Fee**, CBC will receive:

10. the first and exclusive right in Canada during the Term to, and to authorize others to, distribute the Program, in whole or in part, in English via video-on-demand services associated with CBC and/or any CRTC-licensed broadcaster or broadcast distribution undertaking and to retain any and all revenue derived therefrom (the "**VOD Rights**"). As used herein "**video-on-demand**" shall be deemed to mean the non-linear exhibition of the Program on services associated with CBC and/or any CRTC-licensed broadcast distribution undertaking regardless of the method of delivery and/or receiving device and will include, for clarity, and without limitation the non-simultaneous redistribution of the Program via cable, satellite, ISP, internet/IPTV, wireless and any other media or method now known or hereafter devised, but expressly excluding EST (as hereinafter defined).

In consideration of the **CBC Other Rights Advance**, CBC will receive the first and exclusive right to, and to authorize others to:

11. a) make the Program available, in whole or in part, in English in Canada during the Term via electronic transaction-based services whereby an electronic copy of the Program is sold or rented, via digital distribution, for repeated private viewing by the end user including, without limitation, via iTunes, Google Play Store or similar ("**EST Rights**");
- b) make the Program available to the Canadian public in English, in whole or in part, in Canada (or on Canadian carriers), during the Term via non-theatrical distribution, as such term is commonly understood in the industry (e.g. Educational institutions and airlines) ("**Non-Theatrical Distribution Rights**");
- c) exploit the Program in the English language, during the Term in Canada (for Canadian sales and rental and not for export) via DVD, Blu-ray, or other compact video device distribution ("**Devices Rights**"); and
- d) license the show title and related brand elements, non-exclusively, in consultation with Producer, for use on branded merchandise via outlets such as Zazzle.ca/cbcradiocanada ("**Merchandise Rights**").

(EST Rights, Devices Rights, Non-Theatrical Distribution Rights, and Merchandise Rights are collectively referred to as "**Other Rights**").

CBC agrees to remit to Producer 70% of the Net Revenue derived by CBC in respect of Other Rights, on the terms set out hereinafter:

As used herein, "**Gross Revenue**" means the gross amount of all revenue actually received by CBC (or any of its sub-distributors, licensees or sales agents), from or in connection with the use or exploitation of Other Rights during the Term;

"**Net Revenue**" means Gross Revenue after the deduction of:

- i. any and all third party sub-distributor, licensee or sales agents' fees or commissions, including without limitation the industry standard commissions deducted at source by online distributors such as Apple Inc., Google Play Store and the Microsoft Corporation;
- ii. any and all guild and union royalties, residuals, use fees, profit participation or other similar payments (including but not limited to ACTRA, WGC and DGC payments, to extent

applicable) (collectively the “**Union Payments**”) that are required to be paid in connection with the use or exploitation of any Other Right(s) of which CBC has been advised in writing in respect of the Program as set out in this Agreement. CBC shall be responsible for calculating and administering all required Union Payments and for paying all Union Payments directly to the applicable guilds and unions, in a timely manner; and

- iii. CBC’s eligible distribution expenses, up to a maximum of ten percent (10%) of Gross Revenue, in accordance with the Standard Recoupment Policy set out in the CMF Guidelines or otherwise as approved by Telefilm Canada, as program administrator of the CMF.

CBC shall be entitled to retain 100% of Net Revenue derived from the exploitation of Other Rights until such time as CBC has recouped the CBC Other Rights Advance (the “**Recoupment Terms**”). Thereafter, Producer shall receive a royalty of 70% of Net Revenue derived from the exploitation of Other Rights on a semi-annual basis. CBC shall deliver reports to Producer on a semi-annual basis which reports shall set out the Gross Revenues generated with respect to the Program, the expenses to be deducted from such Gross Revenue and the Net Revenue payable to Producer, if any. The details of the reporting provisions will be subject to the approval of the Television Business Unit of Telefilm Canada on behalf of the CMF, and will be further detailed in the CBC long form agreement.

In the event that CBC fails to exploit any EST Rights, Non-Theatrical, Device Rights or Merchandise Rights with respect to the Program within 12 months of CBC’s initial Telecast of the Program, such non-exploited right will revert to Producer, subject to the Recoupment Terms (as applicable).

In consideration of the **CBC Additional Licence Fee**, CBC will receive:

12.
  - a) the first and exclusive right to sublicense any or all of the rights set out in section E.1, and E.2, and E.3 above (excluding approval rights over the Program website and digital assets) to non-CBC owned or operated platforms or services in English in Canada during the Term; and
  - b) The Term as defined hereunder will be extended for an additional one (1) year on an exclusive basis.

#### F. Obligation to Provide Documentation to CBC

Prior to CBC’s first payment, Producer shall provide the following:

1. agreements satisfactory to CBC evidencing that Producer has secured the financing to produce the Program at the approved Budget level;
2. cast/key production personnel, comprehensive general liability and errors and omissions insurance policies, acceptable to CBC, naming CBC as an additional insured in accordance with the terms of the CBC long form agreement. The cast/key production personnel and comprehensive general liability policies shall include waiver of subrogation clauses and the comprehensive general liability insurance policy shall contain a cross liability clause;
3. evidence of adherence to a Canadian Federation of Musicians (“**CFM**”) collective agreement;
4. a Diversity Plan acceptable to CBC which reflects Producer’s best efforts to engage and/or train producers, directors and other production personnel who are members of Canadian communities which have been traditionally under-represented in the Canadian television industry and to consider themes and storylines that reflect Canada’s diverse history, culture and environment;
5. a guarantee by parent company of obligations of Producer to CBC;



6. related-party transaction summary; and
7. if applicable, copies of foreign sales agreements, or the relevant provisions of foreign sales agreements to ensure consistency with CBC long-form agreement.

G. Intention to Telecast

It is CBC's intention to schedule the initial Telecast of the Program in closed-captioned format in prime time between 7 p.m. and 11 p.m. within eighteen (18) months of "completion and delivery" which term shall be deemed to mean technical and creative acceptance by CBC of the Program.

H. Time for Acceptance of Offer


This understanding and offer by CBC is open for acceptance until **April 19, 2023** and is conditional on satisfaction of the conditions set out in Section C above. Without limiting the generality of the foregoing, this Agreement is conditional upon receipt by CBC of written confirmation that Producer has met the conditions of Section C. 2 on or before June 28, 2023; following which, CBC will prepare a draft long form agreement reflecting our understanding and such other contractual points as are necessary.

We wish you and your colleagues much success in the production of "**Frozen in Time**".

We look forward to an outstanding program.

Yours sincerely,

Canadian Broadcasting Corporation  
on behalf of itself and in its capacity as General Partner of  
The Canadian Documentary Channel Limited Partnership

  
Lisa Clarkson (Apr 18, 2023 06:22 EDT)

CBC Business & Rights

Agreed and Accepted as of the date above first written by:

**Frozen in Time Productions Inc.**

  
Per: Niobe Thompson (Apr 17, 2023 15:39 PDT)

Name: Niobe Thompson

Title: Executive Producer

I have the authority to bind the corporation.

c.c. Monique Van Remortel, Sue Dando, Dahlia Thompson, John Noma, Ronda Redwood

**Schedule “A”**  
**“Frozen in Time”**

**FINANCING\***

<b>Type</b>	<b>Amount</b>	<b>Percentage</b>
CBC Broadcast/OTT Licence Fee	\$138,498	15.44%
CBC VOD Licence Fee	\$500	0.06%
CBC Other Rights Advance	\$5,000	0.56%
CBC Additional Licence Fee	\$15,000	1.67%
<i>documentary</i> Channel Television Licence Fee	\$2,500	0.28%
CBC CMF Licence Fee Top-up	\$179,407	20.00%
CMF English Regional Production Bonus	\$134,555	15.00%
Provincial Tax Credit**	\$212,661	23.70%
Federal Tax Credit**	\$75,199	8.38%
Rogers Documentary Fund	\$100,000	11.15%
Distribution Advance (PBS)	\$13,716	1.53%
Producer Investment	\$20,000	2.23%
<b>Total Financing</b>	<b>\$897,036</b>	<b>100.00%</b>

\*Producer is solely responsible for any shortfall.

\*\*Producer represents and warrants that all available tax credits have been maximized and that at least ninety percent (90%) of such tax credits have been included in the Financing set out above.