

FBT Film Credit, L.L.C.

2010

909 Poydras Street, Suite 2250 • New Orleans, Louisiana 70112 • Ph: (504) 584-5888 • Fax: (504) 584-5887

MOTION PICTURE TAX CREDIT ORDER & COMMITMENT FORM

1. The undersigned Louisiana income taxpayer ("Purchaser") hereby agrees to purchase from FBT Film Credit, L.L.C. ("Seller"), \$ _____ worth of motion picture tax credits (the "Tax Credits") at a per-credit price of \$0.____, and a total price of \$ _____ (the "Purchase Price").
2. On the date of Purchaser's execution of this "Order & Commitment Form," Purchaser **promises to pay** to Seller the Purchase Price, which payment shall be made in immediately available funds on the date that the purchase and transfer of the Tax Credits contemplated herein is consummated (the "Closing"). The date of Closing shall be set by Seller as soon as practicable, with five (5) days advance notice of the Closing being given to Purchaser (the "Closing Date").
3. At Closing, Seller shall issue to Purchaser a Motion Picture Tax Credit Transfer Certificate, which will provide evidence of the transfer of the Tax Credits, along with other information required to be disclosed when claiming the Tax Credits. Within thirty (30) days of the Closing, Seller shall report the transfer of the Tax Credits to the Office of Entertainment Industry Development and the Louisiana Department of Revenue.
4. EXECUTION OF THIS ORDER & COMMITMENT FORM REPRESENTS PURCHASER'S LEGALLY BINDING OBLIGATION TO PURCHASE THE TAX CREDITS. Purchaser understands that Seller may be required to obtain tax credits from a third party in order to fulfill its obligations to sell to Purchaser the Tax Credits and Purchaser agrees to be liable for any damages caused to Seller as a result of Seller's reliance on this Order & Commitment Form and Purchaser's subsequent failure to make the payment described in Paragraph 2 in a proper and timely manner.
5. Neither Seller nor any of its officers, directors, members, managers, employees or affiliates have made any representations, given any advice, or made any guarantees as to the tax consequences of the use of the Tax Credits for accounting, financial or regulatory reporting purposes. Purchaser has relied solely on his, her or its own due diligence and the advice of Purchaser's legal counsel and tax advisors with regard to these matters.

Agreed to and accepted on this ____ day of _____, 2010.

Signed: _____
Name: Leonard Alsfeld, Authorized Agent
For: FBT Film Credit, L.L.C.

Wire Instruction: First Bank and Trust
ABA#: 065002289 FBO Acct: 360032776

Signed: _____
Name: _____
Address: _____

C.P.A. _____
Telephone: _____

SSN or Tax ID: _____
Telephone: _____
Email: _____

Address: _____