

EXHIBIT 1

PLAYMOBIL QUITCLAIM

This Quitclaim ("Quitclaim") is entered into by and among 2.9 Film Holding Ltd. ("2.9 Holding"), 2.9 Film Distribution Ltd. ("2.9 Distribution"), and Open Road Films, LLC ("Open Road"), to be effective as of the date set forth at the end hereof (the "Effective Date").

1. Definitions. The following capitalized words used herein shall have the meanings set forth below:

a. "Assigned Agreements" means any and all agreements entered into by Open Road and 2.9 Distribution with respect to the Film, including, without limitation, (i) all interparty and subordination agreements, (ii) all security agreements, and (iii) the Binding Term Sheet between 2.9 Distribution and Open Road in connection with the Film.

b. "Film" means the film currently entitled "Playmobil."

c. "Payment" means the amount of U.S. \$400,000, to be paid by check or wire transfer by 2.9 Holding to Open Road by close of business within one week after complete execution of this Quitclaim ("Outside Payment Date").

d. "Quitclaim" means this Playmobil Quitclaim.

2. Quitclaim. In consideration of the Payment in full by 2.9 Holding to Open Road by the Outside Payment Date and release of all of Open Road's obligations under the Assigned Agreements (including, without limitation, Open Road's obligation to theatrically release the Film), Open Road hereby agrees with 2.9 Distribution as follows, all effective as of the Effective Date:

a. Open Road hereby irrevocably quitclaims without representation, warranty or recourse to 2.9 Holding (i) any right, title or interest that Open Road has to the Film and (ii) the Assigned Agreements. 2.9 Holding and 2.9 Distribution hereby consent to this assignment;

b. Open Road hereby releases any security interest in holds in the Assigned Agreements or the Film, and simultaneously herewith, Open Road shall sign and delivery to 2.9 Holding the Deed of Release attached hereto.

c. 2.9 Holding hereby Irrevocably and unconditionally assumes all obligations or liabilities of Open Road arising out of, in connection with, related to, or under the Assigned Agreements.

3. Materials. 2.9 Holding and 2.9 Distribution hereby acknowledge that any and all marketing and other materials prepared by Open Road in connection with the marketing, promotion and advertising of the Picture (the "Materials") shall remain the sole and exclusive property of Open Road and neither 2.9 Holding nor 2.9 Distribution shall have any right, title or interest in and to such Materials.

4. Indemnity. 2.9 Holding hereby indemnifies Open Road from any cost, liability, claim, proceeding, demand, claim, loss, or expense (including reasonable

attorney fees) (collectively, "Claim") attributable to, relating to or arising from any breach by 2.9 Holding or 2.9 Distribution or any Claim made against Open Road related to or in connection with the Assigned Agreements, the Materials or the Film or any elements thereof or rights therein, including without limitation any Claims by any financiers of, or other third parties related to, the Film.

5. Mutual Release. Open Road and 2.9 Distribution do hereby release each other, their parent entities, affiliates, members and shareholders together with their respective officers, managers, directors, employees, agents, attorneys, administrators, representatives, successors and assigns from any and all claims that they may otherwise have against each other relating to the Film or the Assigned Agreements other than as provided in this Quitclaim, including any unknown claims. All parties waive the provisions of Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

6. Further Assurances/Power of Attorney. Open Road shall take all such actions consistent herewith and sign all documents consistent herewith reasonably requested by 2.9 Holding to effectuate the termination, lien-free reversion, and assignments contemplated hereunder. Open Road irrevocably appoints 2.9 Holding as its attorney-in-fact with full power to execute, acknowledge, deliver and record all such documents that Open Road fails to execute within ten (10) business days after 2.9 Holding's request therefor. The appointment is irrevocable and shall be a power coupled with an interest.

7. Representations and Warranties. Open Road represents and warrants that (a) it has not assigned any rights in the Assigned Agreements or the Film to any third parties and (b) it is a separate legal entity in good standing under Delaware law. Open Road makes no other representations or warranties hereunder, including with respect to the Materials.

8. Conflict Waiver. Greenberg Glusker ("GG") has represented only 2.9 Holding, and not Open Road, in connection with this Quitclaim, although GG has represented Open Road on other matters. Since GG is representing only 2.9 Holding in connection with this Quitclaim, GG will owe a duty of loyalty only to 2.9 Holding, and GG will not be able to give Open Road any legal advice in connection with this Quitclaim. Open Road should instead seek such advice from other professionals whom it selects. GG will keep confidential for 2.9 Holding all information received during the firm's representation of 2.9 Holding and will keep confidential for Open Road all information received during the firm's representation of Open Road. While GG will have undivided loyalty to each of 2.9 Holding and Open Road in the matters in which the firm represents each of them, either 2.9 Holding or Open Road may feel that GG has divided loyalties that may adversely impact its relationship with firm in the matters in which the firm is representing it. Thus, GG encourages both 2.9 Holding and Open Road to seek the advice

of another attorney before signing this Quitclaim with this consent to waive any potential conflict.

9. Miscellaneous. This Quitclaim shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions. This Quitclaim may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Quitclaim delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Quitclaim.

IN WITNESS WHEREOF, this Quitclaim has been executed by and among the parties hereto effective as of the Effective Date.

Effective Date: August 30, 2018

Open Road Films, LLC

By: James H. Ellis
Print Name: JAMES H. ELLIS
Title: Authorized Signatory

2.9 Film Holding Ltd.

By: [Signature] [Signature]
Title: Directors
Print Name: H. Berenson E. Chung

2.9 Film Distribution Ltd.

By: [Signature] [Signature]
Title: Directors
Print Name: H. Berenson E. Chung

ACKNOWLEDGED AND ACCEPTED:

Natixis Coficine SA

By: 

Title: DIRECTOR

Print Name: SILVANA LAS



DIRECTOR

CHRISTOPHE VIDAL

National Bank of Canada

By: _____

Title: _____

Print Name: _____

ProSight Syndicate 1110 at Lloyd's of London

By: _____

ProSight Syndicate 1110 at Lloyd's of London
Signed by ProSight Specialty Managing Agency
Limited (PSMAL) as Managing Agent for
ProSight Specialty (ECUCM) Limited for the
2015 and subsequent years of account of
Syndicate 1110, on and subject to, the terms of
its appointment as agent

ACKNOWLEDGED AND ACCEPTED:

Natixis Coficine SA

By: _____
Title: _____
Print Name: _____

National Bank of Canada

By: _____
Title: _____
Print Name: _____

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National Bank of Canada

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2015 and subsequent years of account of
Syndicate 1110, on and subject to, the terms of
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