

## Schedule 1 Schedule of Definitions

“Abandoned” means the total and permanent cancellation of Production prior to its completion, the occurrence of which has been declared in writing by either Completion Guarantor or the arbitrator pursuant to an Arbitration.

“Accelerated Interest and Charges” means (a) any additional Interest that may accrue under the pertinent Funding Documents, and (b) any breakage costs that may be incurred under any currency forward rate agreement and/or any interest rate protection agreement entered into in connection with the pertinent Funding Documents, as a result of Completion Guarantor’s election to accelerate funding of any Production Advance.

“Arbitration” means any arbitration proceeding brought by Completion Guarantor, Beneficiary, Producer or any Distributor, which is conducted in accordance with the terms of the pertinent Interparty Agreement or Distributor Assignment or any of the other Completion Documents.

“Arbitration Costs” means the sum of all costs and expenses awarded in any Arbitration against the non-prevailing party.

“Assigned Rights” collectively means any Rights assigned by Beneficiary to Completion Guarantor pursuant to the terms of this Completion Agreement.

“Attorneys’ Fees and Costs” means the reasonable external attorneys’ fees and costs paid or incurred by any Party in connection with any action, suit or other proceeding arising out of or based upon this Completion Agreement or the subject matter hereof.

“Beneficiary Repayment Date” means the date on which all monetary obligations owing to Beneficiary under the applicable Funding Agreement solely with respect to the Film have been paid in full and the commitment of Beneficiary to advance funds under such Funding Agreement has terminated.

“Business Day” means any day that is not (a) a Saturday, (b) a Sunday, or (c) a day that banks in Los Angeles, California and New York, New York, are required or permitted to be closed.

“Charges” means the sum of all of the accrued but unpaid fees, costs and expenses, including reasonable external attorneys’ costs, owed by Producer to Beneficiary pursuant to any Funding Documents solely with respect to the Film.

“Completion Agreement” means that certain Completion Agreement between Completion Guarantor and Producer with respect to Production and Delivery.

“Completion Documents” collectively means the Completion Agreement, the Completion Agreement, each Copyright Mortgage and Assignment, each Interparty Agreement, each Laboratory Control Agreement, each Production Account Control Agreement, each Distributor Agreements (solely to the extent relating to the Film), each Distributor Assignment, each Delivery Schedule and each other document relating to Completion Guarantor’s rights, interests, privileges and obligations in connection with the Film.

“Completion Guaranty” means the Completion Guaranty between Completion Guarantor and Beneficiary with respect to Production and Delivery.

“Completion Sums” collectively means all sums which are advanced or expended by or on behalf of Completion Guarantor pursuant to any Completion Documents to cover fees, costs, expenses, charges, claims, demands, and/or losses (including loss adjustment expenses) incurred by Completion Guarantor in connection with Production and Delivery either in the performance of its obligations or in the exercise, performance, enforcement or protection of its rights, interests, and obligations together with Interest thereon from the time such sums are advanced through the date such sums are recovered in full by Completion Guarantor, provided that Completion Sums shall exclude the general overhead and administrative expenses of Completion Guarantor including the salaries of its regular employees and its general office expenses except for an allowance for salaried adjusters or other salaried officers or employees diverted from normal duties to field services directly related to claims adjustment (whether or not a loss payment is made) and/or the enforcement or protection of Completion Guarantor’s rights, interests, and obligations under any Completion Documents.

“Copyright Mortgage and Assignment” means, respectively, as to Beneficiary and Completion Guarantor, a copyright mortgage and assignment (or similar document) executed by Producer in favor of Beneficiary or Completion Guarantor evidencing the liens of Beneficiary or Completion Guarantor in the Film or any items of related collateral.

“Delivery Items” means, as to each Distributor, all items that must be delivered and/or made available to such Distributor in accordance with the terms of the pertinent Distributor Agreement (including the related Delivery Schedule) and, if applicable, the pertinent Interparty

Agreement or Distributor Assignment and which, to the extent required by the terms thereof, shall conform to the Specifications; provided, however, Completion Guarantor shall only be responsible to Deliver, and shall only have any liability for any failure to Deliver, any of the Delivery Items that are specifically referenced in the Completion Agreement, the Interparty Agreement, any Distributor Assignment or any Delivery Schedule as being a delivery obligation of Completion Guarantor (i.e., bonded delivery items).

“Delivery Schedule” means, as to each Distributor, any part or portion of or schedule, exhibit or other attachment to any pertinent Distributor Agreement (as may be amended by the related Distributor Assignment) in which the Delivery Items are listed, which has been approved in writing by Completion Guarantor.

“Distributor” means each Current Distributor and any other person granted rights to distribute or otherwise exploit the Film under a Distributor Agreement, now or hereafter entered into, pursuant to which Completion Guarantor guarantees to Deliver the Film subject to the terms thereof.

“Distributor Agreement” means each Current Distributor Agreement and any other agreement now or hereafter entered into between Producer (or a Sales Agent or a Licensing Intermediary, if applicable), as licensor, and a Distributor, as licensee, pursuant to which the Distributor is granted rights to distribute or otherwise exploit the Film.

“Distributor Assignment” means a notice of assignment, interparty agreement or such other substantially similar agreement pertaining to the Film, in each case, on terms substantially similar to the notices of assignment entered into with respect to the currently existing Distributor Agreements and that has been fully executed by the parties thereto including a Distributor, Producer (or a Sales Agent or a Licensing Intermediary, if applicable), Beneficiary and Completion Guarantor.

“Distributor List” means Schedule 3 to the Interparty Agreement, as it may be amended from time to time with Completion Guarantor’s prior written approval.

“Distributor Territory” collectively means each country or territory throughout the world within which a Distributor is authorized to exercise the rights granted under the terms of a Distributor Agreement.

“Domestic Distributor” means the Distributor that is granted rights to distribute and exploit the Film theatrically in the United States pursuant to a Distributor Agreement.

“E&O Coverage” means any insurance coverage by the errors and omissions insurance policy covering the Film.

“Enhancement” means any change or addition in connection with Production and Delivery (e.g., filming additional scenes or material, reshooting existing scenes or material, adding or augmenting visual effects, previewing or test screening the Film, and any change to the Film resulting therefrom), which are made to enhance or augment the aesthetic, artistic, commercial or marquee value or quality of the Film and are not necessary to complete Production and Delivery.

“Events of Essential Element Force Majeure” means any event which results in any Essential Element being incapable of rendering services in relation to the Film prior to the completion of principal photography of the Film, whether or not the resulting loss is covered under the essential element endorsement to the cast insurance policy for the Film.

“Events of Force Majeure” means any accident; fire; explosion; casualty; epidemic; act of God; earthquake; flood; torrential rain; strike; walkout; picketing; lock-out; labor controversy or disturbance; civil disturbance; embargo; riot; act of public enemy or terrorism; war or armed conflict (whether or not there has been an official declaration of war); unavailability of essential materials and supplies, equipment, transportation, power or other essential commodity; failure or delay of any transportation agency, laboratory, ratings board or any other provider of essential supplies, equipment or other facilities or services; enactment of any law, any judicial or executive order or decree; the action of any legally constituted authority; and the death, incapacity, unavailability or default (including refusal to perform) of the director or any principal member of the cast or crew (excluding any Events of Essential Element Force Majeure) or other event or cause of the nature of force majeure beyond the control of the Producer or (if Completion Guarantor has taken over Production and Delivery pursuant to the Completion Agreement) the Completion Guarantor, whether similar or dissimilar to any of the foregoing, which causes an interruption or suspension of or materially hinders, interferes with or delays Production and Delivery.

“Excess Incentives” collectively means the sum of any supplemental Incentives derived from the expenditure of any Completion Sums.

“Final Tendering Date” means no later than eighteen (18) months following the date of the Completion Guaranty.

“Funding Agreement” collectively means the Credit Agreement and each other agreement pursuant to which Beneficiary has agreed to loan or otherwise advance funds for Production and Delivery.

“Funding Commitment” means the aggregate principal amount of the loans or advances that Beneficiary (or the Lenders) is obligated to make to Producer to fund Production and Delivery under (and subject to the terms and conditions of) the Funding Agreement and the other Funding Documents (excluding therefrom the aggregate amount of the reserve for Interest and Charges and any collateral holdback or other reserves, if any, under the Funding Agreement).

“Funding Documents” collectively means the Funding Agreement, the Completion Agreement, each Copyright Mortgage and Assignment, each Interparty Agreement, each Laboratory Control Agreement, each Production Account Control Agreement, each Distributor Agreement, each Distributor Assignment, each Delivery Schedule and each other document relating to Beneficiary’s and the other Secured Parties’ rights, interests, privileges and obligations in connection with the Film.

“Guild” means any of Screen Actors Guild-American Federation of Television And Radio Artists (“SAG-AFTRA”), Directors Guild of America (“DGA”), Writers Guild of America (“WGA”) or any other union or guild having jurisdiction over the Film and/or any of its cast or crew members.

“Incentives” collectively means the sum of any contemplated tax credits, subsidies, rebates or similar benefits or incentives offered under applicable law on any direct expenditures made in connection with Production and Delivery for which the Film may qualify.

“Interest” means (a) with respect to Beneficiary, the sum of all of the unpaid interest owed to Beneficiary, calculated at the non-default rate of interest specified in the Funding Agreement or any of the other Funding Documents, that has accrued on the Obligations, and (b) with respect to Completion Guarantor, the sum of all of the unpaid interest owed to Completion Guarantor, calculated at one hundred fifty percent (150%) of the variable rate per annum reported by the Wall Street Journal as its “prime” lending or interest rate, but in no event to exceed the maximum interest rate permitted by applicable law.

“Interparty Agreement” means each Interparty Agreement by and among Beneficiary, Producer, Completion Guarantor and either Domestic Distributor and/or Sales Agent with respect to the Film.

“Laboratory” means Technicolor Creative Services or any other film, sound, post-production or other similar laboratory or facility that is a party to any Laboratory Control Agreement.

“Laboratory Control Agreement” means any Laboratory Control Agreement among Beneficiary, Completion Guarantor and the pertinent Laboratory, in form and substance approved by Beneficiary and Completion Guarantor, pursuant to which such Laboratory agrees to permit Beneficiary and Completion Guarantor to respectively exercise certain control over materials relating to the Film that are stored at the Laboratory.

“Licensing Intermediary” means each of Gem Entertainment Kft., Film & TV House Limited, Freeway Entertainment, Kft., Batrax Entertainment B.V. and any other third person approved by Completion Guarantor and Beneficiary to act as a licensing intermediary in connection with the licensing, exploitation or other disposition of the Film.

“Licensing Intermediary Agreement” means any agreement pursuant to which a Licensing Intermediary is granted rights to license, exploit or otherwise dispose of the Film.

“Minimum Funding Amount” means the sum (excluding any reserves, if applicable) Beneficiary has agreed to loan or otherwise fund for Production and Delivery.

“Minimum Guarantee” means the amount of the minimum guaranteed payments that are payable by a Distributor to Beneficiary (as the collateral assignee of Producer, Sales Agent or a Licensing Intermediary) pursuant to the terms of the pertinent Distributor Assignment and which payment, other than the passage of time, is conditioned solely upon Delivery being effected or deemed to be effected pursuant to the terms of such Distributor Assignment.

“Non-Technical Specifications” means that the Delivery Items (excluding all non-bonded delivery items) and the Film, as reflected therein: (a) are based upon the Screenplay with the exception of references therein, if any, to particular, non-fictional person, place, music or recording (are subject to change unless Completion Guarantor has expressly agreed in writing to the appearance or use thereof in the Film) and subject to minor variations, alterations and changes as may be required by any exigencies of Production and Delivery and/or minor on-the-floor changes or editorial changes and/or revisions which do not materially alter the storyline or plot of the Screenplay or the nature of the major characters described therein, (b) contain the services of each Essential Element, if any, through the completion of principal photography or a replacement of such Essential Element that meets the replacement requirements set forth in the pertinent Interparty Agreement and, if applicable, has been approved in accordance with the terms of each pertinent Distributor Agreement (as may be amended by the related Distributor Assignment) provided that the approval of any such Distributor will not be required if such Distributor is an affiliated or related entity of Producer or the performance of such cast or crew member in the Film is not a condition of the Delivery of the Film under the terms of such Distributor Agreement (as may be amended by the related Distributor Assignment), and (c) are capable of

qualifying for a MPAA rating of not more restrictive than “R”; provided, however, that if there is a conflict between these and the non-technical specifications set out in the Interparty Agreement or any Distributor Assignment (or the related Delivery Schedule), such specifications set out in the Interparty Agreement or such Distributor Assignment (or the related Delivery Schedule), as applicable, shall prevail solely in respect of the Delivery of the Film to such Distributor.

“Obligations” collectively means the sum of the funds theretofore deposited by Beneficiary into the Production Account or otherwise advanced towards the Strike Price (from any source excluding Completion Sums).

“Permitted Liens” means (a) the rights of and Liens granted to Beneficiary under its Funding Agreement and the other Funding Documents; (b) the rights of and Liens granted to Completion Guarantor under this Completion Agreement and the other Completion Documents, all of which shall be subject and subordinated to the rights and Liens of Beneficiary under its Funding Agreement and the other Funding Documents; (c) the rights (including any Lien) granted to a Distributor under its Distributor Agreement (subject to the terms of any related Distributor Assignment), all of which shall be subject and subordinate to the rights and Liens of Beneficiary under its Funding Agreement and the other Funding Documents and the rights and Liens of Completion Guarantor under this Completion Agreement and the other Completion Documents; (d) the rights of and Liens granted to any Laboratory provided for under the Laboratory Control Agreement, provided such Liens (i) occur in the ordinary course of making the Film, (ii) are for an aggregate amount which does not at any time exceed the sum of \$50,000 and (iii) are security for amounts that, at the time the Lien is granted, are not yet due and payable or are being contested in good faith; (e) mechanics, workmen’s, materialman’s and repairmen’s liens provided (i) such liens arise from claims arising in the ordinary course of business, (ii) such liens for an aggregate amount which does not at any time exceed the sum of \$50,000, and (iii) arise from claims which are not in default or are being contested in good faith; and (f) the Liens in favor of (as applicable) DGA, SAG-AFTRA and WGA with respect to the Film but (with respect to any such Guild) only to the extent that all of such Guild’s liens are expressly subject and subordinate to the rights and Liens of Beneficiary under its Funding Agreement and the other Funding Documents and the rights and Liens of Completion Guarantor under this Completion Agreement and the other Completion Documents pursuant to, as applicable, a subordination agreement (i) between such applicable Guild and Beneficiary in form and substance satisfactory to Beneficiary, and (ii) between such applicable Guild and Completion Guarantor in form and substance satisfactory to Completion Guarantor.

“Pre-Delivery Deposits” collectively means the portion of a Minimum Guarantee, regardless of how denominated in a Distributor Assignment, that is payable pursuant to a Distributor Assignment before Delivery to that Distributor is effected.

“Pre-Exiting Material” collectively means any pre-existing, non-original music, recording, film clip and other material selected for use in the Film.

“Pre-Existing Material Budget” means the total cost itemized in the Budget for Pre-Existing Material.

“Producer Deferral” means all or any portion of the fees due to Producer included in the Budget that Producer agrees to defer and pledge as supplemental contingency (i.e., available at the discretion of Completion Guarantor for use in connection with Production and Delivery following full expenditure of the Contingency and before Completion Guarantor needs to advance Completion Sums).

“Production Advance” collectively means each loan or other funding that Beneficiary has provided or shall provide to or for the benefit of Producer pursuant to the Funding Documents, which has been deposited into the Production Account, paid directly to Completion Guarantor or, subject to Completion Guarantor’s prior written consent, paid directly to third persons (which consent shall be deemed to have been given by Completion Guarantor in the event Completion Guarantor executes a borrowing certificate or other payment instruction authorizing funds to be paid directly to third persons). For the avoidance of doubt, Production Advances shall not include any loan or other funding if the proceeds thereof are used to pay any Interest or Charges.

“Production Account Control Agreement” means any certain Deposit Account Control Agreement with respect to the Production Account among Beneficiary, Producer, Completion Guarantor and the bank maintaining the Production Account, pursuant to which such bank agrees to permit Beneficiary and Completion Guarantor to respectively exercise certain control over the Production Account.

“Rights” means collectively, as to a particular Party and solely with respect to the Film, any and all rights, privileges, interests and remedies, including rights of subrogation, and judgments (whether legal or equitable), including any and all liens, owned or controlled by any Party, whether now owned or hereafter acquired, attained or secured and however arising, in and to the Film and its underlying rights, any item of related collateral, and all products and proceeds thereof.

“Sales Agent” means the Distributor that is granted certain rights to enter into Distributor Agreements (and any related Distributor Assignments) pursuant to which it shall, in its name or in the name of Producer (or a Licensing Intermediary, if applicable) grant, convey, license or otherwise transfer rights to exploit or other dispose of the Film to other Distributors.

“Secured Party” means each of the “Secured Parties” as defined in the Funding Agreement or the other Funding Documents.

“Specifications” collectively means the Non-Technical Specifications and the Technical Specifications.

“Technical Specifications” means that the Delivery Items (excluding all non-bonded delivery items) and the Film, as reflected therein, as applicable: (a) are of first class technical quality (i.e., are in accordance with the current technical standards of major U.S. motion picture studios for motion pictures and for video materials) and ready and suitable for use in the manufacture of print and pre-print materials, commercially acceptable release prints (if the film is intended for theatrical release), video masters and copies for telecast over the facilities of United States’ national free television broadcast and premium pay cable networks and commercially acceptable videocassettes and videodiscs, of not less than the same technical quality, (b) are photographed in color (subject to the requirements of the Screenplay), (c) are in the English language (subject to the requirements of the Screenplay), (d) constitute a sound film, with all necessary dialogue, music, lyrics and sound effects, fully edited, titled, and assembled with the soundtrack synchronized with the photographic action thereof, (e) are recorded in Dolby stereo, (f) have a running time of not less than 90 minutes (inclusive of main and end titles) and not more than 130 minutes (inclusive of main and end titles), and (g) was shot digitally or on 35mm film stock for projection in the 1:1.85 or 1:2.35 aspect ratio and, unless approved by Completion Guarantor in writing, without the use of a hard matte; provided, however, that if there is a conflict between these Technical Specifications and those technical specifications set out in the Interparty Agreement or any Distributor Assignment (or the related Delivery Schedule), such specifications set out in the Interparty Agreement or such Distributor Assignment (or the related Delivery Schedule), as applicable, shall prevail solely in respect of the Delivery of the Film to such Distributor.

“Terrorism” means activities against persons or property of any nature (a) that involve the following or preparation for the following: (i) use or threat of force or violence; (ii) commission or threat of a dangerous act; or (iii) commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and (b) when one or both of the following applies: (i) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or (ii) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology. As used herein, Terrorism does not include Vandalism.

“Vandalism” means the willful and malicious damage to, or destruction of, the described property, but does not include such damage to, or such destruction of, the described property if one or both of the following applies: (a) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or (b) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.