

Schedule 1

Schedule of Definitions

“Abandoned” means the total and permanent stoppage, cancellation or abandonment of Production prior to Delivery of the Film, the occurrence of which has been declared in writing by either Completion Guarantor or determined pursuant to an arbitration proceeding that is conducted in accordance with the applicable terms of the Interparty Agreement.

“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 any election by Producer or Completion Guarantor 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 the Completion Guaranty.

“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 any of the Completion Documents or otherwise in connection with the Film or the subject matter hereof.

“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 or with respect to any tax credit consultant or advisor to Beneficiary.

“Completion Agreement” means the Completion Agreement between Completion Guarantor and Producer with respect to Production and Delivery of the Film.

“Completion Documents” collectively means the Completion Guaranty, the Completion Agreement, each Security Document, 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 provided Completion Guarantor is a party or has consented in writing thereto.

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

“Completion Sums” collectively means any and all amounts which are from time to time directly or indirectly advanced or expended by or on behalf of UniFi or Completion Guarantor in connection with the Film or Production and Delivery and any and all other amounts owing to, due to, secured to or in favor of, Completion Guarantor under the terms hereof, any other Completion Documents and/or otherwise in connection with the protection and/or enforcement of Completion Guarantor’s Rights and/or the Collateral, including all principal, fees (including, without limitation, attorneys’ fees), costs, charges, expenses, reimbursement obligations, indemnities, guarantees and loss adjustment expenses, together with Interest thereon from the time such amounts are advanced or expended through the date such amounts 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).

“Copyright Mortgage and Assignment” means a certain type of Security Document used to substantiate the lien and security of Beneficiary or Completion Guarantor in the Film or other items of related collateral to be registered with the U.S. Copyright Office, which shall be binding in the relevant jurisdictions.

“Delivery Items” collectively means the digital, film, video, sound or other materials or documents related to the Film that are listed in any Delivery Schedule that are specifically marked or otherwise therein indicated to be bonded by Completion Guarantor (i.e., only bonded delivery items) and which, to the extent required by the terms of any Interparty Agreement or Distributor Agreement (as may be amended by the related Distributor Assignment), shall conform to the Specifications.

“Delivery Schedule” means that part or portion of any Interparty Agreement or Distributor Agreement (as may be amended by the related Distributor Assignment) in which are listed the digital, film, video, sound or other materials or documents related to the Film that Producer is required to deliver or make available by such means and in such manner therein provided in order for the Film to be “Delivered” (as such term or any grammatical variation thereof is defined therein) thereunder.

“Distributor” means any 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 of such Distributor Agreement (as amended by the pertinent Distributor Assignment).

“Distributor Agreement” means any agreement now or hereafter entered into between Producer (or Sales Agent or a Licensing Intermediary, if applicable), as the licensor, and a Distributor, as the licensee, pursuant to which such 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.

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

“Enhancement” means any shooting, re-shooting, cutting, re-cutting, editing, re-editing, recording, re-recording, scoring, re-scoring, or making any other changes or additions in or to the Film or Delivery Items that are not intended by and planned for in the Screenplay, Budget and Schedule, which is made with an aim or expectation of possibly bettering the aesthetic, artistic, commercial, marketable or marquee value or quality of the Film.

“Events of Essential Element Force Majeure” means any event or occurrence which causes or gives rise to an Essential Element’s failure, refusal, inability, incapacity or unavailability to perform or render services or to continue to perform or render services in all or pay part of the Film, for any reason or no reason, including death, disability or accident, whether or not such event or occurrence is covered by the essential element endorsement to the cast insurance coverage 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 or censorship 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; the bankruptcy or insolvency of Producer or any other provider of essential supplies, equipment or other facilities or services; 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 shall take 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 Incentives that become payable to or for the benefit of Producer after the Repayment Date, or before the Repayment Date which (when counted together with all other proceeds applied by Beneficiary against Obligations) shall exceed the amount of all the Obligations owing to Beneficiary under its Funding Agreement.

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

“Funding Agreement” (as to a particular Beneficiary) means that certain investment or loan agreement pursuant to which Beneficiary has agreed to make certain loans or other financial accommodations towards Production and Delivery of the Film.

“Funding Commitment” means the aggregate principal amount of the loans or advances that Beneficiary 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 holdbacks or reserves, if any, specified in the Funding Agreement).

“Funding Documents” (as to a particular Beneficiary) collectively means the Funding Agreement, the Completion Guaranty, each Security Document, 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 provided Beneficiary is a party or has consented in writing thereto.

“Guild” means each union or guild, if any, having jurisdiction over the Film and/or any cast or crew members including, if applicable, the Screen Actors Guild-American Federation of Television and Radio Artists (“SAG-AFTRA”), Directors Guild of America (“DGA”), Writers Guild of America (“WGA”) and International Alliance of Theatrical Stage Employees (“IATSE”).

“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 Completion Guarantor, the sum of all of the unpaid interest owed by Producer 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 (“Completion Guarantor Interest”); (b) solely with respect to calculating the amount of any sums owing to Beneficiary under the Completion Guaranty, the sum of all of the unpaid interest or premium owed by Producer to Beneficiary, calculated at the non-default rate specified in the applicable Funding Agreement or any of the other applicable Funding Documents on the outstanding balance of the Obligations owed to Beneficiary from time to time, until such Obligations are repaid in full (“Beneficiary Interest”); provided that (c) if the rate of Completion Guarantor Interest or Beneficiary Interest exceeds the maximum rate permitted by applicable law, then interest permitted hereunder shall be automatically reduced to such maximum rate.

“Interparty Agreement” means each Interparty Agreement by and among Beneficiary, Producer, Completion Guarantor and 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 Atrium Productions Kft., Cinephil France S.A.S., 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 on whether the Film has (or is deemed to have) been Delivered 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) is based upon the Screenplay with the exception of references therein, if any, to particular, non-fictional person, entity, place, music, recording, footage, item or thing (which 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) contains the services through the completion of principal photography of each Essential Element, if any, or a replacement of any 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 principal cast 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) is

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” (as to a particular Beneficiary) collectively means the sum of the funds theretofore deposited by Beneficiary into the Production Account or otherwise advanced and counted by Completion Guarantor towards meeting the Strike Price under the Completion Guaranty and any other amounts advanced by Beneficiary to cover Production and Delivery costs, as approved by Completion Guarantor.

“Permitted Liens” means (a) the rights of, and the liens or security granted to, Beneficiary under its Funding Agreement and the other Funding Documents; (b) the rights of, and liens or security granted to Completion Guarantor under the Completion Agreement and the other Completion Documents, all of which shall be subject and subordinated to the rights, liens or security of Beneficiary under its Funding Agreement and the other Funding Documents; (c) the rights (including any liens or security) 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, liens or security of Beneficiary under its Funding Agreement and the other Funding Documents and the rights, liens or security of Completion Guarantor under the Completion Agreement and the other Completion Documents; (d) the rights of, and liens or security granted to any Laboratory provided for under the Laboratory Control Agreement, provided such liens or security (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 liens or security 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 or security provided (i) such liens or security arise from claims arising in the ordinary course of business, (ii) such liens or security 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 or security 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 or security are expressly subject and subordinate to the rights, liens or security of Beneficiary under its Funding Agreement and the other Funding Documents and the rights, liens or security of Completion Guarantor under the 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.

“Presale 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 the Film has (or is deemed to have) been Delivered to that Distributor.

“Pre-Existing Material” collectively means any preexistent 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 is deposited directly into the Production Account, paid directly to Completion Guarantor or, subject to Completion Guarantor’s prior written consent, paid directly to a third person (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 a third person). 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 agreement among Beneficiary, Producer, Completion Guarantor and the bank at which the Production Account is maintained, pursuant to which such bank agrees to permit Beneficiary and Completion Guarantor to respectively exercise certain control over the Production Account.

“Repayment Date” (as to a particular Beneficiary) means the date on which such Beneficiary issues a Termination Notice under the Interparty Agreement or otherwise gives a notice to Completion Guarantor signifying that all monetary obligations owing to such Beneficiary under its Funding Agreement solely with respect to the Film have been paid in full and the commitment of such Beneficiary to advance funds under its Funding Agreement has terminated.

“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 and security, 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, including, without limitation, the Incentives, if any, which may become due and payable to such Party, and all products and proceeds thereof.

“Sales Agent” means Motion Picture Sales Collective, a California corporation or any other 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 Commissioning Distributor (or a Licensing Intermediary, if applicable) grant, convey, license or otherwise transfer rights to exploit or otherwise 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.

“Security Document” means any lien, deed, charge, mortgage, assignment, pledge, hypothec, notarial bond, cession, financing statement and similar document or instrument used to substantiate the lien and security of Beneficiary or Completion Guarantor in the Film or any items of related collateral, which shall be binding in the relevant jurisdictions.

“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 or THX] 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), (g) was shot digitally or on 35mm film stock for projection in the 1:1.85, 1:2.35 or 1:2.39 aspect ratio and, unless approved by Completion Guarantor in writing, without the use of a hard matte; and (h) unless approved by Completion Guarantor, contain end credits that do not exceed a total of three (3) minutes and otherwise conform to each Distributor’s standard policies, if any, with regards to according credit; 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 either or both of the following shall apply: (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.