

Fill in this information to identify the case:Debtor Village Roadshow Entertainment Group USA Inc.United States Bankruptcy Court for the: _____ District of Delaware
(State)Case number 25-10475**Modified Official Form 410
Proof of Claim****12/24**

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Screen Actors Guild-American Federation of Television and Radio Artists	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>SAG-AFTRA</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	See summary page	
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)		
	Contact phone <u>818-973-3200</u>	Contact phone _____
	Contact email <u>dahdoot@bushgottlieb.com</u>	Contact email _____
	Uniform claim identifier (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _
7. How much is the claim?	\$ <u>528,724.57</u> not less than _____. Does this amount include interest or other charges? <input type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>See attached rider.</u>
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input checked="" type="checkbox"/> Other. Describe: <u>See attached rider.</u> Basis for perfection: <u>See attached rider.</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: <u>\$378,784.24</u> Amount of the claim that is unsecured: <u>\$149,940.33</u> (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Identify the property: <u>See attached rider.</u>



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☒ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☒ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ TBD

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☒ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ TBD

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/18/2025
MM / DD / YYYY

/s/David E. Ahdoot
Signature

Print the name of the person who is completing and signing this claim:

Name David E. Ahdoot
First name Middle name Last name

Title Attorney

Company Bush Gottlieb, ALC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 526-6865 | International (781) 575-2076

Debtor: 25-10475 - Village Roadshow Entertainment Group USA Inc. District: District of Delaware		
Creditor: Screen Actors Guild-American Federation of Television and Radio Artists David E. Ahdoot 801 N. Brand Blvd., Suite 950 Glendale, CA, 91203 United States Phone: 818-973-3200 Phone 2: Fax: Email: dahdoot@bushgottlieb.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor: SAG-AFTRA	Amends Claim: No Acquired Claim: No	
Basis of Claim: See attached rider.	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 528,724.57 not less than	Includes Interest or Charges: None	
Has Priority Claim: Yes	Priority Under: 11 U.S.C. §507(a)(4): TBD 11 U.S.C. §507(a)(5): TBD	
Has Secured Claim: Yes: 378,784.24 Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: Yes, See attached rider.	Nature of Secured Amount: Other Describe: See attached rider. Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: See attached rider. Amount Unsecured: 149,940.33	
Submitted By: David E. Ahdoot on 18-Jul-2025 10:23:52 a.m. Pacific Time Title: Attorney Company: Bush Gottlieb, ALC		

RIDER TO PROOF OF CLAIM

(Screen Actors Guild-American Federation of Television and Radio Artists/Village Roadshow Entertainment Group USA Inc., et al.)

Pursuant to the Court's July 1, 2025 Order Approving Stipulation Between Union Entities And Debtors Permitting The Union Entities to File Consolidated Claims Under One Case Number [Docket No. 620], this Proof of Claim constitutes the "Master" Proof of Claim, applicable to all Debtor cases as identified in **Exhibit A**, filed by the Screen Actors Guild-American Federation of Television and Radio Artists ("**Guild**"). The Guild expressly reserves all rights and remedies with respect to each and every Debtor entity as a co-obligor with respect to Guild claims filed against any given Debtor.

Amount of Claim: The Amount of Claim as of the Petition Date is partially liquidated, but is not less than \$528,724.57, of which \$378,784.24 is secured.

Basis for Claim, General: This Proof of Claim is filed by the Guild as collective bargaining representative for affected Guild-represented employees and, as applicable, the SAG-AFTRA Health Plan and SAG-Producers Pension Plan ("**Plans**").

The Guild is the exclusive collective bargaining representative of professionals who provide services in connection with the production of theatrical and television projects for the benefit of industry employers like Village Roadshow Entertainment Group USA Inc., as well as its co-Debtors, non-Debtor affiliates, subsidiaries, predecessors, successors, alter-egos, associated entities, representatives, agents and any other entities who shared an interrelation of operations, common management, centralized control of labor relations, and common ownership (collectively, "**Debtor**"). The Plans are "employee benefit plans" within the meaning of ERISA Section 3(3), 29 U.S.C. § 1002(3), in that they were established by the Guild and motion picture and television producer employers, and are maintained for the purpose of providing their participants and beneficiaries with medical, surgical, and hospital benefits in the event of sickness, accident, disability or death, and retirement benefits. The Plans are "multiemployer plans" within the meaning of ERISA Section 3(37)(A), 29 U.S.C. § 1002(37)(A), in that more than one employer is required to contribute to the Plans and the Plans are maintained pursuant to collective bargaining agreements between the Guild and motion picture and television producers.¹

Each Guild collective bargaining agreement governs the terms and conditions of employment, including rates of compensation and benefit plan contributions. Additionally, each time the creative work of a Guild-represented employee in a motion picture is re-used, the Debtor must pay that individual a fee (called a "**Residual**") in order for the Debtor to continue to re-use the creative work. In some markets, a portion of this fee is collected by the Guild and allocated and paid to the Plans on behalf of the individual. This claim also includes the equitable rights of Guild-represented employees to remuneration through foreign and domestic video and rental levies, cable

¹The Guild understands that the Plans are filing an independent proof of claim. Furthermore, it is possible the Guild-represented employees may file individual proofs of claim which may, or may not, include claims enforceable by virtue of the Guild collective bargaining agreement. The Guild files this proof of claim to ensure that the Plans, and all Guild-represented employees, receive the full amount of payments and benefit contributions due under the Guild collective bargaining agreements, and to preserve any independent rights of the Guild to enforce payment obligations on behalf of the services of its represented employees. The Guild does not seek, and will not accept, duplicate recovery of any claims.

retransmission levies, and revenues and royalties related to cable retransmission and domestic and foreign royalty tribunals.

The Debtor's liabilities to the Guild arise from the Debtor's pre-production, production and/or distribution of various motion picture and/or television projects produced subject to certain collective bargaining obligations with the Guild and the Plans ("**Projects**"). These liabilities are based upon numerous writings, including, but not limited to, the Producer – SAG-AFTRA Codified Basic Agreement of 2014 and all other prior and subsequent collective bargaining agreements (collectively "**Basic Agreement**") and all assumption agreements, letters of guarantee, security agreements, settlement agreements and other documents and/or facts, including but not limited to any documents or facts concerning the Debtor indicating that this Debtor is liable for Guild obligations on its own account, and/or for Guild obligations of each applicable related co-debtors (collectively, "**Guild Agreements**"). The Debtor may also be liable for Residuals pursuant to 28 U.S.C. § 4001 or other applicable law. The Debtor has represented to the Guild that rights in certain Projects are owned by the Debtor. Attached as **Exhibit B** is a list of those Debtor-identified Projects, which were produced subject to the Guild Agreements.

Basis for Claim, Specific: The Debtor's liabilities to the Guild and the Plans, which may include, among other things, unpaid initial compensation, pension and health contributions, and Residuals (collectively, "**Obligations**"), arise from the Debtor's role in the pre-production, production and/or distribution of the Projects. The Debtor is also responsible for periodically providing reports in connection with the Obligations to ensure that full payment has been made.

As more fully stated below in the General Reservation of Rights, the Guild's investigation remains ongoing, and the Guild expressly reserves the right to advance claims for additional Obligations, including, without limitation, those arising from any applicable employee services provided pursuant to the Basic Agreement and insufficient reporting by the Debtor with respect to the Projects, as well as for claims – and consequent damages – for any and all Debtor failures to provide security agreements or other "financial assurance" documents to the Guild, as required under the Basic Agreement.

Secured and Unsecured Claims: As of the Petition Date, the Guild asserts a secured claim that is partially liquidated due to the Debtor's failure to provide required information, but not less than \$378,784.24, in connection with the following motion pictures: *Nash Bridges*, *Cinnamon*, *Murder City*, and *Nightman*. Prior to allowing a Project to be cleared for production, the Guild typically obtains a security agreement whereby the copyright owner of the Project pledges all rights and proceeds arising during the economic life of the Project as collateral securing the performance of the Obligations. Attached as **Exhibit C** is a true and correct copy of a representative sample security agreement and copies of an applicable UCC Financing Statement, in connection with *Cinnamon*. The Guild asserts additional sums due and owing on account of interest with respect to secured Obligations (which cannot be calculated until claims are fully liquidated), and attorney's fees as may be payable pursuant to each applicable Guild security agreement. To the extent there is a deficiency, the Guild asserts an unsecured claim for the deficiency amount.

Security Funds: The Guild is currently holding a security deposit and/or Residuals reserve with respect to certain Projects in the amount of \$172,670.23 (collectively, "**Security Funds**"). The Guild regularly receives such funds from producers to pay SAG-AFTRA-represented employee compensation, pension and health benefits, and related obligations in the event that the producer

fails to make such required payments timely and in the ordinary course. To the extent that such Security Funds may relate to the Debtor, and because the Security Funds arise from the same transaction that gave rise to the Guild's claim, the Security Funds are subject to recoupment under applicable law. The Guild continues to review its books and records with respect to this matter, and in addition to and incorporated in the General Reservation of Rights (below), reserves all rights and remedies with respect to the characterization and treatment of the Security Funds, including, without limitation, whether the Security Funds are, in the alternative, subject to setoff under applicable law.

Amount of Claim Entitled to Priority: 11 U.S.C. § 507(a)(4) provides priority for certain wages, up to \$15,150 per each individual or corporation, earned within 180 days prior to the Petition Date. 11 U.S.C. § 507(a)(5) provides priority for certain contributions to employee benefit plans arising from services rendered within 180 days prior to the Petition Date, less the aggregate amount paid to such employees under § 507(a)(4). The Guild therefore asserts that all eligible portions of its claim, and of the Plans' claims, that are not deemed secured are entitled to priority under § 507(a) and are otherwise to be classed as a general unsecured claim to the extent priority status is not allowed.

Administrative Claims: For information purposes, the Guild and Plans may also be entitled to administrative claims. The amount of the administrative claims is unliquidated and will be determined without respect to the amount stated on the proof of claim form, which is merely a placeholder amount. Likewise, the date that the administrative claims arose or will arise cannot yet be determined, and the date stated on the proof of claim form is merely a placeholder. In addition to the secured, non-priority claims, and claims entitled to priority under § 507(a)(4) and (5) referenced above, post-petition residuals and/or unpaid initial compensation in connection with the Projects, along with applicable interest and liquidated damages, are accumulating as administrative claims to the extent provided by all applicable law, including 11 U.S.C. §§ 503, 507, and 1113. Moreover, portions of the Plans' claims are entitled to administrative priority pursuant to 11 U.S.C. § 1114. Additional administrative claims, interest and late payments may arise over the course of Debtor's bankruptcy case.

Documents: Upon information and belief, the Debtor is in possession of all books and records required to calculate and implement such payments, including, but not limited to, the voluminous Basic Agreement. The Guild, upon request, will make copies of any applicable documents available to parties in interest.

Credits; Duplicative Claims: All known payments on this claim have been credited. To the extent that any third party effects payment, this claim shall be reduced accordingly.

Open Accounts: The Guild's claim is not based upon an open account.

Judgments: No judgment has been entered on the Guild's claim except as the Guild may have filed for arbitration liquidating the amount of the debt owed by the Debtor.

General Reservations of Rights: The Guild reserves the right to file with this Court an amended proof of claim in connection with any element or aspect of this Proof of Claim, including but not limited to claim quantification, Debtor liability and secured status. The Guild further reserves all rights against any and all co-debtors on this debt, as well as any other liability, including, but not

limited to, any affiliates, subsidiaries, predecessors, successors, alter-egos, associated entities, representatives and agents affiliated with the Debtor. This Proof of Claim shall not waive the above-named Guild's right to have final orders in non-core matters entered only after de novo review by a District Court; or the right to trial by jury in any proceeding so triable in this case or any case, controversy, or proceeding related to this case; or the right to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal; or to adjudicate rights in other applicable forums, or any other rights, claims, actions, defenses, set-offs, or recoupment to which these entities are or may be entitled under agreements in law or in equity, all of which rights are expressly reserved. In addition, the filing of this Proof of Claim is not intended and should not be construed to be an election of remedies or waiver of any past, present, or future defaults on any obligation owed to the Guild.

EXHIBIT A

Exhibit A

List of Debtors

Village Roadshow Entertainment Group USA Inc.	25-10475
VR Zoo Productions Ltd	25-10476
VREG Funding LLC	25-10477
VREG IP Global LLC	25-10478
Village Roadshow Distribution USA Inc.	25-10479
VREG J2 Global LLC	25-10480
Village Roadshow Films Global Inc.	25-10481
VREG MM2 IP Global LLC	25-10482
VREG OP Global LLC	25-10483
VREG Production Services Inc.	25-10484
Village Roadshow Films North America Inc.	25-10485
VREG Television Inc.	25-10486
VREG Wonka IP Global LLC	25-10487
Village Roadshow Pictures Entertainment Inc.	25-10488
VREG WW IP Global LLC	25-10489
Village Roadshow Pictures North America Inc.	25-10490
Village Roadshow VS Films LLC	25-10491
Village Roadshow Productions Inc.	25-10492
VR DTE Distribution USA Inc.	25-10493
VR DTE Productions Limited	25-10494
VR Funding LLC	25-10495
VREG Films Ltd	25-10496
Village Roadshow Film Administration Management Pty Ltd	25-10497
Village Roadshow Distribution Pty Ltd	25-10498
Village Roadshow Entertainment Group Asia Limited	25-10499
Crescent Film Holdings Limited	25-10500
Village Roadshow Distribution UK Limited	25-10501
Village Roadshow Entertainment Group (BVI) Limited	25-10502
Village Roadshow Productions (BVI) Ltd	25-10503
VR Zoo Distribution USA Inc.	25-10504
Village Roadshow Distribution (BVI) Limited	25-10505
Village Roadshow Films (BVI) Limited	25-10506
VR Films Holdings (BVI) Limited	25-10507
Village Roadshow Holdings USA Inc.	25-10508

EXHIBIT B

Exhibit B

SAG-AFTRA Covered Titles

1	15:17 TO PARIS, THE
2	ADVENTURES OF PLUTO NASH, THE
3	AMERICAN SNIPER
4	ANALYZE THAT
5	ANALYZE THIS
6	ANNIE
7	ASSASSINATION OF JESSE JAMES BY THE COWARD ROBERT FORD, THE
8	BLOOD DIAMOND
9	BRAVE ONE, THE
10	BROTHERS GRIMSBY, THE
11	CATS & DOGS
12	CATS & DOGS: THE REVENGE OF KITTY GALORE
13	CATWOMAN
14	CHARLIE AND THE CHOCOLATE FACTORY
15	COLLATERAL BEAUTY
16	CONCUSSION
17	CONSTANTINE
18	DARK SHADOWS
19	DEEP BLUE SEA
20	DON'T SAY A WORD
21	DOWN TO EARTH
22	DREAMCATCHER
23	DUKES OF HAZZARD, THE
24	EDGE OF TOMORROW
25	EIGHT LEGGED FREAKS
26	EQUALIZER, THE
27	EXIT WOUNDS
28	FIREWALL
29	FIST FIGHT
30	GANGSTER SQUAD
31	GET SMART
32	GOING IN STYLE
33	GOOD GERMAN, THE
34	GOOSEBUMPS
35	GOSSIP
36	GRAN TORINO
37	GREAT GATSBY, THE
38	HAPPY FEET
39	HAPPY FEET TWO

Exhibit B

40	HEARTS IN ATLANTIS
41	HOUSE OF WAX
42	HOUSE, THE
43	I AM LEGEND
44	IN THE HEART OF THE SEA
45	INTO THE STORM
46	INVASION, THE
47	JOKER
48	JUDGE, THE
49	JUPITER ASCENDING
50	KING ARTHUR: LEGEND OF THE SWORD
51	LAKE HOUSE, THE
52	LEGEND OF TARZAN, THE
53	LEGEND OF THE GUARDIANS: THE OWLS OF GA'HOOLE
54	LEGO MOVIE, THE
55	LICENSE TO WED
56	LIFE AS WE KNOW IT
57	LUCKY ONE, THE
58	LUCKY YOU
59	MAD MAX: FURY ROAD
60	MAGNIFICENT SEVEN, THE
61	MAJESTIC, THE
62	MATRIX RELOADED, THE
63	MATRIX REVOLUTIONS, THE
64	MISS CONGENIALITY
65	MISS CONGENIALITY 2: ARMED AND FABULOUS
66	MUSIC AND LYRICS
67	MYSTIC RIVER
68	NANCY DREW
69	NIGHTS IN RODANTHE
70	NO RESERVATIONS
71	OCEAN'S 8
72	OCEAN'S 12
73	OCEAN'S ELEVEN
74	OCEAN'S THIRTEEN
75	POSEIDON
76	PRACTICAL MAGIC
77	QUEEN OF THE DAMNED
78	READY PLAYER ONE
79	REAPING, THE
80	RED PLANET

Exhibit B

81	RUMOR HAS IT
82	SAN ANDREAS
83	SAVING SILVERMAN
84	SEE SPOT RUN
85	SEX AND THE CITY 2
86	SHERLOCK HOLMES
87	SHERLOCK HOLMES: A GAME OF SHADOWS
88	SHOWTIME
89	SPACE COWBOYS
90	SPEED RACER
91	SULLY
92	SWORDFISH
93	TAKING LIVES
94	THREE KINGS
95	THREE TO TANGO
96	TORQUE
97	TRAINING DAY
98	TWO WEEKS NOTICE
99	UNACCOMPANIED MINORS
100	V FOR VENDETTA
101	VALENTINE
102	WHERE THE WILD THINGS ARE
103	WINTER'S TALE
104	YES MAN
105	ZOOLANDER
106	300

107	ARLINGTON ROAD
108	BABYSITTERS
109	BELLY OF THE BEAST (F/K/A JACK AND NORMAN)
110	BLUE COLLAR COMEDY TOUR
111	CANDID CAMERA
112	CHOPPER
113	CINNAMON
114	COLLEGE BOWL
115	COLUMBIANA
116	CRANK
117	CRANK: HIGH VOLTAGE
118	CUT OUT (F/K/A ASSASSINS)
119	DONNIE DARKO
120	DRAMA CAMP

Exhibit B

121	DREW
122	EPIPHANY
123	GAMER
124	GIRLS JUST WANT TO HAVE FUN
125	GOING FOR TWO
126	GOLIATH (F/K/A UNTITLED WILT CHAMBERLAIN PROJECT)
127	GRANDMA'S BOY
128	HOFFA
129	HUNT (F/K/A PROJECT NEPTUNE)
130	INX (A/K/A ROADIES)
131	KABUL
132	LAW ABIDING CITIZEN
133	LIFESTYLES OF THE RICH AND FAMOUS
134	LIVE! (F/K/A CRIME CHASERS)
135	LOOK WHAT YOU MADE ME DO
136	LUCY
137	MAN OF TAI CHI
138	MEMORY MAN
139	MIRROR MAN
140	MONARCH (A/K/A MARILYNS)
141	MOTHER
142	MURDER CITY (A/K/A THE OTHER SIDE)
143	NASH BRIDGES (TV MOVIE)
144	NOVEMBER MAN
145	RAFTER (F/K/A REMOTE CONTROL)
146	ROOMIES
147	SMUGGLER'S DAUGHTER (A/K/A DISORGANIZED CRIME) (A/K/A UNTITLED SMUGGLING FAMILY PROJECT)
148	SNAPSHOT
149	STAR SEARCH
150	STRAY DOG
151	STRAYS (A/K/A FRITZCHEN)
152	SUNDOWN
153	SWARM (F/K/A DUST)
154	TETHERED
155	THE ACCUSED
156	THE AGE OF ADALINE
157	THE BITE
158	THE GIFT
159	THE GREAT SANTINI
160	THE GUTTER

Exhibit B

161	THE INHERITANCE
162	THE MOTHMAN PROPHECIES
163	THE PRIZE
164	THE PRO
165	THE REINCARNATION OF PETER PROUD
166	THE STUFF
167	THE VALLEY
168	THE VATICAN TAPES
169	TIC TAC DOUGH
170	TIGHTROPE
171	UNDERWORLD
172	WALKING TALL
173	WALK WITH ME
174	YOU ARE HERE
175	NIGHTMAN

EXHIBIT C



S E C U R I T Y A G R E E M E N T

PLEASE COMPLETE ALL BLANKS IN THIS SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of March 8, 2022, between Village Roadshow Pictures Entertainment Inc. ("Grantor") and CINNAMON VILLAGE PRODUCTIONS LLC ("Producer") (jointly and severally referred to as "Debtor" or "Grantor") and Screen Actors Guild-American Federation of Television and Radio Artists ("Secured Party" or "SAG-AFTRA") with respect to the project entitled "Cinnamon" (the "Program"), makes the "Collateral," as that term is defined in Paragraph 2 below, security for all present and future obligations, debts, and duties of Producer to SAG-AFTRA relating to the Program under the current SAG-AFTRA Agreement for Independent Producers of New Media Programs, and all present and future amendments and supplements thereto and replacements therefor (collectively, the "Basic Agreement"), and all present and future obligations, debts, and duties of Grantor under this Security Agreement, and all present and future amendments and supplements thereto and replacements therefor.

In consideration of the mutual representations, warranties, covenants, and agreements in this Security Agreement, and for good and valuable consideration which Debtor and SAG-AFTRA acknowledge as received and sufficient, the parties agree:

1. Secured Obligations. This Security Agreement secures the following obligations (collectively, the "Secured Obligations"):

(a) payment to SAG-AFTRA, as collective bargaining representative of the employees now or hereafter employed in making the Program (the "Performers"), all sums now or hereafter due under the Basic Agreement (singly and collectively, "Monetary Obligations") including, but not limited to, paying Performers the agreed compensation for services performed or to be performed in connection with the Program as well as compensation for overtime as applicable, meal period violations, rest period violations, premium pay, compensation owed under any guarantee for services performed or to be performed by Performers, all additional compensation payable to Performers when the Program is distributed, exploited, or exhibited including, but not limited to, the payment of re-run fees, fees for foreign telecasts, and theatrical exhibition, and supplemental market use, and all payments due by reason of the re-use of any part of the Program's photography or soundtrack, applicable charges for liquidated damages and late payments, and pension and health contributions as applicable under the Basic Agreement for the benefit of the Performers;

(b) full, timely, and faithful performance of all terms and obligations contained in or contemplated by this Security Agreement, the Basic Agreement, or any other present or future agreement between Grantor and SAG-AFTRA in connection with the Program, and all extensions, renewals, amendments, and modifications thereto including, without limitation, delivering all written reports required under the Basic Agreement relating to

distribution of the Program in any market, territory, or media with respect to which payments are required, and obtaining from any distributor or buyer of the Program a Distributor's or Buyer's Assumption Agreement and delivering same to SAG-AFTRA; and

(c) all new obligations relating to the Program incurred after this Security Agreement is executed including, without limitation, all Monetary Obligations, absolute or contingent, now existing or hereafter arising, of Grantor to SAG-AFTRA.

2. Grant of Security Interest. As security for the full and timely payment and performance of all Secured Obligations, Grantor grants to SAG-AFTRA a continuing security interest of first priority, subject to Paragraph 3(h) below, in the following (collectively, the "Collateral"):

- (a) If an episodic series or pilot or both: all rights, title, and interest of each Grantor throughout the universe in the Program, each episode of the Program, and all allied, ancillary, and subsidiary rights, and all properties and things of value pertaining to the Program, whether now existing or hereafter made, acquired, or produced including, without limitation, the Literary Property, all screenplays, motion picture photoplays, the pilot, and the completed and incomplete episodes of the series based thereon presently entitled "_____ " including, but not limited to, the following episodes, tentatively entitled:

(said Literary Property and series being components of the Program), all Copyrights and copyrightable interests relating to the Program, and all other tangible and intangible manifestations of any copyrightable interest relating to the Program, and all existing or hereafter acquired rights, title, interest, and property of Grantor described in Paragraphs (c)(i) through (xx) below to the extent they relate to the Program, or the Program's production or exploitation (as further defined in the attached Exhibit A incorporated into this Security Agreement by reference).

- (b) If a motion picture or other product made for new media: all rights, title, and interest of each Grantor throughout the universe in the Program, and all allied, ancillary, and subsidiary rights, and all properties and things of value pertaining to the Program, whether now existing or hereafter made, acquired, or produced including, without limitation, the Literary Property, all screenplays, treatments, scripts, photoplays and all other tangible and intangible manifestations of any copyrightable interest relating to the Program presently entitled "Cinnamon," and all existing or hereafter acquired rights, title, interest, and property of each Grantor described in Paragraphs (c)(i) through (xx) below to the extent they relate to the Program or the Program's production or exploitation (as further defined in the attached Exhibit A incorporated into this Security Agreement by reference).

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- (c) (i) Accounts;
(ii) Chattel Paper;
(iii) Contracts;
(iv) Copyrights;
(v) Copyright Licenses;
(vi) Documents;
(vii) General Intangibles;
(viii) Instruments;
(ix) Insurance and Insurance Policies;
(x) Inventory;
(xi) Merchandising Rights;
(xii) Music Rights;
(xiii) Personal Property;
(xiv) Physical Properties;
(xv) Proceeds;
(xvi) Product;
(xvii) Rights in Product;
(xviii) Trademarks;
(xix) Trademark Licenses; and
(xx) All substitutions, additions, and accessions to all of the foregoing; all guaranties of and security for all of the foregoing; and all books and records relating to all of the foregoing.

3. General Representations, Warranties and Covenants.

(a) Grantor represents and warrants that:

(i) Grantor's mailing address, telephone, and facsimile numbers are:

Name: Cinnamon Village Productions LLC
Address: 10100 Santa Monica Blvd., Suite 200
Los Angeles CA 90067
Attention: Kevin Berg
Telephone: 310-385-4333
Facsimile: 310-385-4334

Name: Village Roadshow Pictures Entertainment Inc.
Address: 10100 Santa Monica Blvd, Suite 200
Los Angeles, CA 90067
Attention: Kevin Berg
Telephone: 310-385-4333
Facsimile: 310-385-4334

(If additional space is required, please attach additional addresses as an exhibit.)

(ii) The address of Grantor's chief executive office and chief place of business is (if different from above mailing address):

Name: _____
 Address: _____

Name: _____
 Address: _____

(If additional space is required, please attach additional addresses as an exhibit.)

(iii) The address at which Grantor keeps its records concerning Accounts and Contracts is (if different from above mailing address):

Name: _____
 Address: _____

Name: _____
 Address: _____

(If additional space is required, please attach additional addresses as an exhibit.)

(iv) The negatives in connection with the Picture will be processed by:

Name: _____
 Address: _____

(v) The positive copies for distribution of the Picture will be made by (if different from above):

Name: _____
 Address: _____

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(vi) The Physical Properties will be kept at (if different from above):

Name: _____
 Address: _____

(vii) The Picture will be distributed by (include territories, media, and license term for each distributor):

(b) Grantor shall keep at all times at least one complete set of its records concerning the Collateral at its chief place of business as designated above in Paragraph 3(a)(iii). Grantor shall not change the location of its chief place of business or chief executive office without giving SAG-AFTRA at least thirty (30) days prior written notice of that change and taking all steps that, in SAG-AFTRA's opinion, are necessary or advisable to continue the perfection and priority of the security interest granted under this Security Agreement.

(c) Upon SAG-AFTRA's request, Grantor shall execute and cause any third party which possesses or will possess any Physical Properties (including, without limitation, any film laboratory) to execute a pledgeholder agreement or agreements (in a form satisfactory to SAG-AFTRA) designating SAG-AFTRA as pledgee.

(d) Grantor agrees to execute and deliver further agreements, contracts, documents, and instruments (in a form satisfactory to SAG-AFTRA) as SAG-AFTRA may require to perfect, protect, or maintain the security interest created under this Security Agreement.

(e) Grantor shall, upon SAG-AFTRA's request, deliver to SAG-AFTRA satisfactory evidence that the Program and underlying literary rights have been properly registered in the United States Copyright Office, and in other places where motion picture copyrights are customarily secured.

(f) Grantor shall, upon SAG-AFTRA's request, execute and deliver to SAG-AFTRA a Mortgage and Assignment of Copyrights in a form acceptable to SAG-AFTRA and sufficient to constitute, when recorded in the United States Copyright Office, a first and prior lien upon the Copyrights, except for permitted senior security interests or liens disclosed in and subject to Paragraph 3(h) below.

(g) (i) If a corporation or a limited liability company ("LLC"), each Grantor represents and warrants that its correct and legal name is Cinnamon Village Productions LLC and Village Roadshow Pictures Entertainment Inc. and (as applicable) that it is a corporation or LLC duly organized and existing under the laws of the State of Delaware, is in good standing in that state, either it or Producer is legally qualified to do business in any state in which Grantor or Producer is employing Performers, and is

empowered and authorized to enter into and perform its obligations under this Security Agreement by its Articles of Incorporation, By-Laws and appropriate Resolutions of its Board of Directors, or its Articles of Organization and Operating Agreement.

(ii) If a partnership or joint venture, each Grantor represents and warrants that its correct legal name is _____, that it is a partnership or joint venture (as applicable) organized and existing under the laws of the State of _____, is in good standing in that state (as applicable), either Grantor or Producer is legally qualified to do business in any state in which Grantor or Producer is employing Performers, and is authorized to enter into and perform its obligations under this Security Agreement by its Partnership Agreement or Joint Venture Agreement dated as of _____. All fictitious business names for the partnership or joint venture are as follows:

(iii) Each Grantor agrees not to change its name, identity, corporate structure, or state of incorporation or organization unless it gives SAG-AFTRA at least thirty (30) days prior written notice of the change and takes all steps that, in the opinion of SAG-AFTRA, are necessary or advisable to continue the perfection and priority of the security interest granted under this Security Agreement. Grantor's failure to provide such prior written notice will not constitute a default under this Security Agreement if the change has no adverse effect on SAG-AFTRA's secured party status or rights under this Security Agreement, and Grantor provides written notice of the change to SAG-AFTRA within thirty (30) days of its effective date.

- (h) Each Grantor represents and warrants that except as otherwise stated in this Security Agreement, Grantor holds and owns all Copyrights in and to the Literary Property, and owns or will own when the Program is completed, full and unimpaired title in and to the Collateral, free and clear of liens except for the lien and security interest created by this Security Agreement and the perfected security interest(s), if any, in favor of

_____.

Each Grantor represents and warrants that it has not granted and will not grant a prior security interest or lien in any of the Collateral to any other entity or person other than as listed above, and as of the date of this Security Agreement, there are no adverse claims against any of the Collateral. If Grantor has granted or will grant a prior security interest or lien to any lender or completion guarantor in connection with the Program, the parties have entered into or, upon SAG-AFTRA's request, will enter into a written Intercreditor Agreement with SAG-AFTRA, on SAG-AFTRA's standard form, which provides, inter alia, that lender and completion guarantor will assume or cause all of the obligations under this Security Agreement to be assumed if lender or completion guarantor, singly or

jointly, exercise the right of foreclosure. If Grantor has granted or will grant a prior security interest or lien in the Collateral to any entity or person other than a lender or completion guarantor, Grantor shall obtain a written agreement (in a form satisfactory to SAG-AFTRA) from that entity or person acknowledging that its security interest shall be subject and subordinate to the security interest created under this Security Agreement. Grantor's security interest in any part of the Collateral, if any, is subject and subordinate to the security interest created under this Security Agreement. Nothing contained in this Security Agreement constitutes SAG-AFTRA's agreement to subordinate its security interest to the rights of any lender or any other party.

- (i) Grantor covenants that SAG-AFTRA has and will have, at all times during the term of this Security Agreement, a first priority security interest in the Collateral subject to Paragraph 3(h) above. Grantor agrees to defend, at its own cost and expense, its title, rights, and property in the Collateral, and to defend this Security Agreement as creating a prior and superior security interest and first lien in the Collateral except for the permitted senior security interests or liens disclosed in and subject to Paragraph 3(h) above. Grantor further agrees that it (or Grantor's insurance company, as applicable) will defend at its own cost and expense the Collateral (including the right to exhibit and exploit the Program), and SAG-AFTRA's rights (as Secured Party) against all claims of infringement and against all claims of anyone for any cause including, without limitation, claims arising out of or resulting from the use in the Program of any story, adaptation, idea, impersonation, character, photograph, music, musical composition, or other material.
- (j) Owner shall not permit any lien, charge, encumbrance, security interest, distribution agreement, or license to accrue or be acquired upon or against the Collateral or rights in the Collateral which may be, or become prior or superior to SAG-AFTRA's rights, title, interest, liens, and claims under this Security Agreement or otherwise, except as permitted under Paragraph 3(h) above. Grantor shall advise SAG-AFTRA promptly, in reasonable detail, of (i) any lien (other than liens created or permitted under this Security Agreement) on any of the Collateral of which it has knowledge; (ii) any material claim asserted against any of the Collateral of which it has knowledge; and (iii) any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or the lien created under this Security Agreement.
- (k) The following liens, charges, security interests, encumbrances, and adverse claims (collectively, the "Liens") are permitted liens under this Security Agreement: (i) Liens existing (as of the date of this Security Agreement) disclosed in and subject to Paragraph 3(h) above; (ii) Liens for taxes, fees, assessments, or other governmental charges or levies either not delinquent or being contested in good faith by appropriate proceedings, provided those liens have no priority over SAG-AFTRA's security interest in the Collateral; (iii) Liens of materialmen, mechanics, warehousemen, or carriers, or other like possessory Liens arising in the ordinary course of business and securing obligations either not delinquent or being contested in good faith by appropriate proceedings diligently pursued; (iv) any judgment or attachment lien, execution on which has been effectively stayed, and which has been fully bonded against within twenty (20) days after its entry under the applicable judgment or law; and (v) junior liens granted to distributors or other guilds.

- (l) Grantor agrees to pay all taxes, liens, and assessments levied against the Collateral when the same become due and before becoming delinquent, unless being contested in good faith by appropriate proceedings, provided they have no priority over SAG-AFTRA's security interest in the Collateral.
- (m) Upon reasonable notice, at reasonable times, and during normal business hours, SAG-AFTRA has the right to inspect the books and records relating to the Collateral, the proceeds thereof, and the processing or collection thereof. Grantor further agrees, upon SAG-AFTRA's request, to furnish other reports, data and financial statements (including audit reports by independent certified public accountants), books and records relating to the Collateral and its proceeds, and chain-of-title documentation relating to the Program as SAG-AFTRA may reasonably require.
- (n) Grantor is not obligated to obtain the consent of any person in connection with executing, delivering, and performance of this Security Agreement.

4. Events of Default. Occurrence of any of the following events constitutes a default and an "Event of Default" for purposes of this Security Agreement, and Grantor and Producer shall provide SAG-AFTRA with immediate written notice thereof: (a) any warranty, representation, statement, report, or certificate now or hereafter made or delivered to SAG-AFTRA by Grantor, Producer or any of their officers, employees, or agents in connection with the Collateral which is false or misleading in a material respect; (b) Grantor or Producer fails to pay any Monetary Obligation when due (unless that failure is remedied within thirty (30) days after SAG-AFTRA gives Producer written notice of this default); (c) Grantor or Producer sells, transfers, or assigns any rights or interest in the Collateral without complying with the requirements of Paragraph 14 below; (d) Grantor or Producer fails to perform when due any other Secured Obligation (unless that failure is remedied within thirty (30) days after SAG-AFTRA gives Producer written notice of this default); (e) any levy, attachment, execution, or other writ is made on any part of the Collateral or a substantial part of Grantor's assets which continues for more than forty-five (45) days; (f) the appointment of a receiver, trustee, or custodian, for any of the property of, or assignment for the benefit of creditors by Grantor or Producer, or the commencement of any proceeding by Grantor or Producer under any reorganization, bankruptcy, insolvency, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, now or hereafter in effect, or the filing of an answer admitting the material allegations of any such proceeding filed against Grantor or Producer; (g) commencement of any proceeding against Grantor or Producer under any reorganization, bankruptcy, insolvency, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction now or hereafter in effect, unless dismissed within forty-five (45) days after the date commenced; (h) any failure to pay when due any tax, levy, or assessment on any of the Collateral which results in or is secured by a lien on any of the Collateral, unless Grantor or Producer is contesting that lien in good faith by appropriate proceedings promptly instituted and diligently pursued, and Grantor or Producer posts a bond or takes other appropriate action to ensure that none of the Collateral is forfeited, sold, executed on, foreclosed on, or otherwise realized on as a result of the failure to pay any tax, levy, or assessment; (i) Grantor or Producer conceals, removes, or transfers any of the Collateral with intent to hinder, delay, or defraud its creditors, or makes or suffers any transfer of the Collateral which is fraudulent under any bankruptcy, fraudulent conveyance or similar law; (j) the winding up, liquidation, or dissolution of Grantor or Producer and distribution

of its assets, or the adoption of a plan for same, provided that this will not constitute an Event of Default if Grantor and Producer are not otherwise in default under this Security Agreement, the successor-in-interest has assumed in writing all obligations under this Security Agreement in a form satisfactory to SAG-AFTRA, SAG-AFTRA approves of the creditworthiness of any successor-in-interest, and the successor-in-interest executes and delivers a Security Agreement in this form and all other documents and instruments reasonably specified by SAG-AFTRA to provide SAG-AFTRA with a first priority, perfected security interest in all present and future Collateral of the successor-in-interest subject to Paragraph 3(h) above; or (k) suspension of Grantor's or Producer's corporate, LLC, or partnership status (as applicable) by any applicable regulatory authorities, unless such status is reinstated within forty-five (45) days.

5. Remedies Upon Event of Default. If an Event of Default occurs, SAG-AFTRA has all of the rights and remedies available to a secured party under the California Commercial Code (the "Code") in effect on the date of this Security Agreement, under other applicable law or in equity, under this Security Agreement, and under any other present or future agreement it has with Grantor or Producer in connection with the Collateral including, without limitation, the following:

- (a) Remedies; Obtaining the Collateral Upon Default. Upon an Event of Default, SAG-AFTRA may do any one or more of the following:
 - (i) instruct the obligor or obligors on any Account, Instrument, General Intangible, or other obligation constituting Collateral to make any payment relating to the Collateral directly to SAG-AFTRA;
 - (ii) in accordance with Paragraph 5(b)(i) below, sell, assign, grant distribution rights in, or otherwise liquidate, or direct Grantor or Producer to sell, assign, grant distribution rights in, or otherwise liquidate, any of the Collateral and take possession of the Proceeds of the sale or liquidation; and
 - (iii) take possession or control of the Collateral by directing Grantor or Producer or both in writing to deliver it to SAG-AFTRA at any place or places designated by SAG-AFTRA, in which event Grantor or Producer or both shall at its own expense:
 - (a) immediately cause the applicable Collateral to be moved to the place or places designated by SAG-AFTRA and there delivered to SAG-AFTRA; and
 - (b) store and keep any Collateral so delivered to SAG-AFTRA at such place or places pending further action by SAG-AFTRA as provided in Paragraph 5(b) below.

Grantor's and Producer's obligation to deliver the Collateral is of the essence of this Security Agreement and upon application to a court of equity having jurisdiction, SAG-AFTRA shall be entitled to a decree requiring specific performance of this obligation.

- (b) Remedies; Disposition of the Collateral. Any Collateral repossessed or controlled by SAG-AFTRA under Paragraph 5(a) above, and any Collateral whether or not repossessed or controlled by SAG-AFTRA may be sold, assigned, leased, licensed, or otherwise disposed of by SAG-AFTRA under one or more contracts, by territory, by media, or as an entirety, without gathering the property to be sold at the place of sale, and in general in a manner, at a time or times, at a place or places, and on terms that SAG-AFTRA may, in compliance with any requirements of applicable law, determine to be commercially reasonable.
- (i) If an Event of Default occurs, SAG-AFTRA is entitled to sell, license, lease, or grant distribution rights in any of the Collateral, in a commercially reasonable manner, and in the condition in which the same existed when taken by SAG-AFTRA or after any completion, editing, overhaul, or repair which SAG-AFTRA determines to be commercially reasonable subject to any non-disturbance agreement between SAG-AFTRA and any distributor relating to the Program. Any private sale or other like disposition of the Collateral by SAG-AFTRA, other than a grant of distribution rights undertaken by SAG-AFTRA required solely to preserve the value of the Collateral (in which case, SAG-AFTRA shall give Grantor at least two (2) days prior written notice of that transfer), shall be made upon not less than ten (10) business days written notice to Grantor (which Grantor acknowledges is a commercially reasonable period of time) specifying the date on or after which the private sale or other like disposition is to occur. Any public sale or other like disposition shall be made upon not less than ten (10) business days written notice to Grantor (which Grantor acknowledges is a commercially reasonable period of time) specifying the date, time, and place of the sale and after publication of notice of the sale as required under applicable law. SAG-AFTRA may, in its discretion, establish reserves and minimum bids at any public sale, and adjourn any public sale from time to time without notice other than oral announcement at the time scheduled for that sale. If applicable law requires SAG-AFTRA to dispose of the Collateral within a period of time which does not permit giving notice to Grantor as specified above, SAG-AFTRA need give Grantor only such notice of disposition as is reasonably practicable in view of the applicable law.
 - (ii) SAG-AFTRA may, directly or through any affiliate, purchase any of the Collateral at any public disposition and, if permissible under applicable law, at any private disposition of the Collateral.
 - (iii) Any sale or other disposition of the Collateral does not relieve Grantor of any liability Grantor may have if any Collateral is defective as to title, physical condition, or otherwise at the time of sale.
 - (iv) As a condition of any sale, SAG-AFTRA may (but is not obligated to) require each purchaser to assume in writing the obligation to pay additional compensation arising from purchaser's distribution, exhibition, or exploitation of the Program payable under the applicable Basic Agreement of any guild holding a security interest in the Collateral.

(v) Notwithstanding anything to the contrary in Paragraph 5(b)(i) above, SAG-AFTRA's rights under this Security Agreement are not subject to any non-disturbance provisions referenced therein if the distributor is the Grantor, affiliated with the Grantor, or the distributor has entered into a security agreement with SAG-AFTRA relating to the Collateral.

(c) Standards for Determining Commercial Reasonableness. Grantor and SAG-AFTRA agree that a sale or other disposition (collectively, the "sale") of any Collateral which complies with the following standards will be conclusively deemed commercially reasonable:

(i) notice of the sale is given at least ten (10) business days before the sale and, if required under applicable law, in the case of a public sale, notice of the sale is published at least seven (7) business days before the sale in a newspaper of general circulation in the county where the sale will be conducted;

(ii) notice of the sale describes the Collateral in general, non-specific terms, describes the Debtor and Secured Party, states the method of intended disposition, states the date, time, and place of a public sale or the time after which any other disposition is to be made, and states that the Debtor is entitled to an accounting of the unpaid indebtedness, and the charge, if any, for such accounting;

(iii) the sale is conducted at a place designated by SAG-AFTRA with or without the Collateral being present;

(iv) the sale commences at any time between 8:00 a.m. and 6:00 p.m.;

(v) payment of the purchase price in cash or by cashier's check or wire transfer is required; and

(vi) SAG-AFTRA may (but is not obligated to) direct any prospective purchaser to ascertain directly from Grantor information concerning the Collateral.

Specification of the above procedure does not imply that other methods of selling and otherwise disposing of Collateral are not commercially reasonable. Grantor acknowledges that SAG-AFTRA is not obligated to follow the foregoing procedure and may, in its discretion, follow other procedures which it considers commercially reasonable.

(d) Application of Proceeds. SAG-AFTRA shall apply proceeds realized from its disposition of the Collateral as follows:

(i) first, to pay all expenses and fees (including, but not limited to, reasonable attorneys' fees) which SAG-AFTRA incurs in obtaining, taking possession of, removing, insuring, completing, repairing, appraising, storing, or disposing of any

Collateral and otherwise in connection with SAG-AFTRA's exercise of its rights and remedies;

(ii) next, any surplus then remaining to satisfy the Secured Obligations in the order SAG-AFTRA determines in its sole discretion; and

(iii) next, any surplus then remaining shall be paid to Grantor subject to Paragraph 14(b) below and the requirements for such disposition under the Code. If permitted by applicable law, Grantor remains liable to the extent of any deficiency between the amount of the proceeds derived from SAG-AFTRA's sale of the Collateral and the aggregate amount of the sums referred to in Paragraphs 5(d)(i) and 5(d)(ii) above.

(e) Remedies Cumulative. The rights, powers, and remedies provided in this Security Agreement are cumulative and do not exclude the exercise of any rights, powers, or remedies otherwise available to SAG-AFTRA. No failure or delay by SAG-AFTRA to exercise any right, power, or privilege under this Security Agreement or any other agreement between Grantor or Producer and SAG-AFTRA relating to the Collateral impairs any such right, power, or privilege, and no course of dealing between Grantor or Producer and SAG-AFTRA shall be construed to be a waiver thereof. No single or partial exercise of any right, power, or privilege or single or partial waiver of a breach or default under this Security Agreement, the Basic Agreement, or any other agreement between Grantor or Producer and SAG-AFTRA in connection with the Collateral precludes any further or other exercise of the same or any other right, power, or privilege nor constitutes a waiver of any other breach or default. No notice to or demand on Grantor or Producer in any case shall entitle Grantor or Producer to any further notice or demand in similar or other circumstances or constitute a waiver of any right of SAG-AFTRA to take any action without notice or demand. The failure of SAG-AFTRA at any time or times to require Grantor or Producer to strictly comply with any of the provisions of this Security Agreement or any other present or future agreement between Grantor or Producer and SAG-AFTRA shall not waive or diminish any right of SAG-AFTRA later to demand and receive strict compliance therewith. Any waiver, consent, or approval under this Security Agreement must be in writing to be effective.

(f) Discontinuance of Proceedings. If SAG-AFTRA institutes any proceeding to enforce any right, power, or remedy under this Security Agreement and discontinues or abandons that proceeding for any reason, Grantor, Producer, and SAG-AFTRA will be restored to their former positions and rights with respect to the Collateral subject to the security interest created under this Security Agreement, and all rights, remedies, and powers of SAG-AFTRA will continue as if no such proceeding had been instituted.

6. Grantor waives (subject to Paragraph 8 below and the Code): (a) presentment for payment, demand, protest, and notice of the foregoing, and all other notices and demands to which Grantor might be entitled including, without limitation, notice of all of the following: (i) the acceptance hereof; the creation, existence, or acquisition of any Secured Obligations; (ii) the amount of the Secured Obligations from time to time outstanding; (iii) any adverse change in Producer's financial position; (iv) any other fact which might increase Grantor's risk;

(v) any default, partial payment, or non-payment of any part of the Secured Obligations; and (vi) all agreements and arrangements between SAG-AFTRA and Producer and any changes, modifications, or extensions of them; (b) any right to require SAG-AFTRA to (i) institute suit against or to exhaust its rights and remedies against Producer or any other person; (ii) to proceed against any property, real or personal, tangible or intangible which secures any part of the Secured Obligations; (iii) to exercise any right of offset or other right with respect to any reserves or credits held by SAG-AFTRA or any indebtedness of SAG-AFTRA to Producer unless such reserves were provided to SAG-AFTRA to secure the payment of obligations relating to the Program; or (iv) to exercise any other right or power, or pursue any other remedy SAG-AFTRA may have; (c) any defense arising by reason of (i) any disability or other defense by Producer or any endorser, guarantor, co-maker, or other person; or (ii) the cessation from any cause of any liability of Producer or any endorser, guarantor, co-maker, or other person with respect to any part of the Secured Obligations; and (d) all rights of subrogation, reimbursement, indemnity, and all rights of recourse to or with respect to any assets or property of Producer and any collateral or security for any of the Secured Obligations.

7. SAG-AFTRA may do any of the following (subject to the Code) without notice to, or further consent by Grantor, and without affecting or impairing in any way SAG-AFTRA's rights under this Security Agreement: (a) accept partial payments of, compromise, settle, renew, extend the time for payment of, discharge the performance of, refuse to enforce, and release parties responsible for, any of the Secured Obligations; (b) grant any other indulgence to Producer or any other person in respect of any of the Secured Obligations and any other matter; (c) accept, release, waive, surrender, enforce, exchange, modify, impair, or extend the time for the performance, discharge, or payment of, any property, real, personal or mixed, tangible or intangible securing any of the Secured Obligations or any guaranty of any of the Secured Obligations, or on which SAG-AFTRA may have a lien, refuse to enforce its rights, or make any compromise, settlement, or agreement relating to any such property; (d) release, substitute, or add any one or more endorsers or guarantors of any part of the Secured Obligations including, without limitation, one or more parties to this Security Agreement; (e) amend or change any term or provision relating to any of the Secured Obligations by agreement with Producer; (f) apply any sums received from Producer, any guarantor, endorser, or cosigner, or from the disposition of any collateral or security, to any indebtedness owing from such person or secured by such collateral or security; (g) exercise any right or remedy it may have relating to any of the Secured Obligations or any property, real, personal, mixed, tangible or intangible securing any of the Secured Obligations or any guaranty of those obligations, including but not limited to judicial foreclosure, exercise of a power of sale, and taking a deed, assignment or transfer in lieu of foreclosure as to any such property. No such action or proceeding will affect SAG-AFTRA's rights under this Security Agreement notwithstanding the effect of any such action or proceeding upon, or destruction of, Grantor's rights of subrogation against Producer. SAG-AFTRA is not obligated to marshal any assets in favor of Grantor, or against, or in payment of any of the Secured Obligations.

8. Notwithstanding anything contained in Paragraphs 6 or 7 of this Security Agreement, if SAG-AFTRA (a) receives a Buyer's Assumption Agreement (in the form contained in the Basic Agreement) executed by a third party ("Buyer") who assumes all or part of Grantor's or Producer's obligations to SAG-AFTRA relating to the Program; (b) approves of the financial responsibility of Buyer in writing; and (c) Grantor and Producer are otherwise in compliance

with the requirements of Paragraph 14 below, Grantor and Producer will not be held liable for the obligations assumed by Buyer ("Assumed Obligations") and will be entitled to raise such Buyer's Assumption Agreement as a defense to demands for payment made upon Grantor or Producer by SAG-AFTRA relating to the Assumed Obligations. If Grantor is also a distributor of the Program and has delivered a Distributor's or Buyer's Assumption Agreement to SAG-AFTRA, SAG-AFTRA shall concurrently send to Grantor copies of default notices given to Producer under this Security Agreement relating to non-satisfaction of any Assumed Obligations.

9. Grantor is fully aware of Producer's financial condition and is executing and delivering this Security Agreement based solely upon its own independent investigation of all pertinent matters. Grantor is not relying upon any representation or statement of SAG-AFTRA concerning the Producer or any other matter. Grantor represents and warrants that it is in a position to obtain, and Grantor assumes full responsibility for obtaining, any additional information concerning Producer's financial condition, and any other pertinent matter. Grantor is not relying upon, or expecting SAG-AFTRA to furnish to it any information now or hereafter in SAG-AFTRA's possession concerning the same or any other matter. Grantor acknowledges it has no right to require SAG-AFTRA or any other person to provide any financial or other information concerning Producer, or any other matter, fact, or occurrence to Grantor. By executing this Security Agreement, Grantor knowingly accepts the full range of risks encompassed within this Security Agreement including, without limitation, the possibility that Producer will incur additional Secured Obligations for which recourse may be had against the Collateral after Producer's financial condition or ability to pay such Secured Obligations deteriorates.

10. If any payment made on any of the Secured Obligations shall for any reason be required to be returned by SAG-AFTRA, whether on the ground that such payment constituted a preference or for any other reason, then for purposes of this Security Agreement, and notwithstanding any prior termination of this Security Agreement, such payment on the Secured Obligations shall be treated as not having been made, and this Security Agreement shall in all respects be effective with respect to the Secured Obligations as though such payment had not been made; and if the Collateral has been released or returned to Grantor, then Grantor shall execute and deliver all such documents and take all such actions, as the case may be, as are necessary in the reasonable judgment of SAG-AFTRA to grant a first priority, perfected security interest, subject to Paragraph 3(h) above, in all of the Collateral to SAG-AFTRA to secure all of the Secured Obligations, all in accordance with the terms of this Security Agreement.

11. This Security Agreement is irrevocable. Grantor and Producer waive all benefits of California Civil Code Section 2815, and agree that the obligations of Grantor and Producer hereunder may not be terminated or revoked in any manner.

12. Grantor and Producer waive and agree not to plead, invoke, or set up any statute of limitations as a defense to any action or proceeding for payment of any Monetary Obligations, performance of any other Secured Obligation, or enforcement of any term or provision of this Security Agreement. In any action by SAG-AFTRA upon any of the Secured Obligations or the security interest hereunder, other than the filing of a lawsuit predicated on a breach of this Security Agreement, SAG-AFTRA is entitled to recover from Grantor and/or Producer its costs incurred in those proceedings, including attorneys' fees in a reasonable amount, and those costs will be included in the Monetary Obligations secured under this Security Agreement.

13. Attorney In Fact.

- (a) Grantor and Producer irrevocably appoint SAG-AFTRA their true and lawful attorney-in-fact, with full power of delegation, substitution, and assignment (but not the obligation), to execute, deliver, file, and record on their behalf and in their name Financing Statements, renewals thereof, and all other statements and agreements consistent with the terms of this Security Agreement necessary or desirable to perfect, protect, evidence, renew, or continue the security interest in the Collateral created hereunder, or to effectuate the purposes and intents of this Security Agreement, Grantor and Producer ratify and confirm all SAG-AFTRA may do in that regard, acknowledging that this power of attorney is coupled with an interest.
- (b) If an Event of Default occurs, Grantor and Producer irrevocably appoint SAG-AFTRA their true and lawful attorney-in-fact, with full power of delegation, substitution, and assignment (but not the obligation) to do all of the above in Paragraph 13(a) and in addition, to execute, deliver, file, and record, on Grantor's and/or Producer's behalf and in Grantor's and/or Producer's name in connection with the Collateral, contracts, documents, and instruments, to endorse and negotiate checks, drafts, and other orders for the payment of moneys payable to Grantor or Producer in connection with the Collateral, and to do other acts as SAG-AFTRA, in its sole discretion, deems necessary or desirable to carry out the purposes and intents of this Security Agreement. Grantor and Producer ratify and confirm all SAG-AFTRA may do in that regard, acknowledging that this power of attorney is coupled with an interest, and agree to pay all related costs and expenses.
- (c) Producer shall pay the cost of filing documents in all state and federal public offices and other places where SAG-AFTRA deems it desirable or necessary to perfect, continue, or protect the security interest created under this Security Agreement, and the cost of all searches in all such offices which SAG-AFTRA deems necessary.

14. Continuing Assignment of and Security Interest in Collateral.

- (a) This Security Agreement creates a continuing assignment of, and security interest in, the Collateral and remains in full force and effect until terminated by Grantor, Producer, and SAG-AFTRA by mutual written agreement. If Grantor or Producer sells, transfers, assigns, or otherwise disposes of any of the Collateral or rights therein, Grantor and Producer agree that such sale, transfer, assignment, or disposition of the Collateral is subject to the security interest created under this Security Agreement.
- (b) Except for the granting of distribution rights in the Program which is governed by Paragraph 14(c) below, Grantor and Producer shall provide SAG-AFTRA with written notification of any sale, transfer, assignment, or other disposition of any of the Collateral (collectively, "Transfer") ten (10) business days before the Transfer and shall require the purchaser, transferee, or assignee, before or concurrent with the Transfer, to execute and deliver to SAG-AFTRA a Buyer's Assumption Agreement, a security agreement (substantially in the form of this Security Agreement), UCC-1(s), any other documentation necessary to perfect SAG-AFTRA's security interest in the acquired rights, and any other document required under the Basic Agreement or this Security

Agreement (collectively, the "SAG-AFTRA Security Documents") unless SAG-AFTRA expressly waives those requirements in writing. Grantor will not be relieved of any obligations nor will Producer be relieved of any obligations under this Security Agreement or the Basic Agreement unless (i) SAG-AFTRA approves in writing the financial responsibility of the purchaser, transferee, or assignee; and (ii) the purchaser, transferee, or assignee delivers SAG-AFTRA Security Documents to SAG-AFTRA. No failure of SAG-AFTRA to request any of the foregoing, or Grantor's or Producer's failure to provide any of the foregoing, affects SAG-AFTRA's first priority, perfected security interest in the Collateral, subject to Paragraph 3(h) above, which will continue in full force and effect.

- (c) Without limiting the generality of Paragraph 14(b) above, Grantor and Producer agree that all grants of distribution rights, licensing agreements, or similar agreements in connection with the Program are and will continue to be expressly subject and subordinate to SAG-AFTRA security interest created under this Security Agreement. Grantor or Producer shall promptly furnish SAG-AFTRA with the names and addresses of all distributors. Nothing in this Security Agreement constitutes SAG-AFTRA's acceptance, ratification of, or subordination of its interest to the rights of any party under any contract or agreement which Grantor or Producer has entered into or may subsequently enter into with respect to the Collateral including, without limitation, any distribution or license agreement. No failure of SAG-AFTRA to request any of the foregoing, or Grantor's or Producer's failure to provide any of the foregoing, affects SAG-AFTRA's first priority, perfected security interest in the Collateral, subject to Paragraph 3(h) above, which will continue in full force and effect.
- (d) Notwithstanding anything contained in this Paragraph 14, if a "Qualified Residual Payor" (as defined in the Basic Agreement) acquires rights to distribute the Program and assumes responsibility for the payment of Residuals for the specific territories and media acquired by such QRP, or guarantees in a written form satisfactory to SAG-AFTRA all of Producer's obligations with respect to the payment of Residuals, then SAG-AFTRA (i) agrees to modify the definition of Collateral to exclude those territories and media for the term acquired by such QRP including renewals and extensions; (ii) agrees to acknowledge such QRP's continuing rights of full, unlimited but non-exclusive access to and use of any and all physical items and elements relating to the Program; and (iii) shall not require the delivery of SAG-AFTRA Security Documents with respect to the rights acquired by such QRP.
- (e) No delay or omission by SAG-AFTRA in exercising any right under this Security Agreement waives such right or releases SAG-AFTRA's security interest in the Collateral.

15. Severability. If any term or provision of this Security Agreement is held to be invalid under any law, statute, judicial decision, rule or regulation of any competent jurisdiction, the remainder of its terms and provisions will remain in full force and effect.

16. Integration. This Security Agreement and other written documents as may be executed in connection with this Security Agreement are the final, entire, and complete agreement between

Grantor, Producer, and SAG-AFTRA relating to the grant of a security interest in the Collateral and supersede all prior and contemporaneous negotiations, oral representations, and agreements, all of which are merged and integrated into this Security Agreement. There are no oral understandings, representations, or agreements between the parties relating to the grant of a security interest in the Collateral which are not in this Security Agreement or in other written agreements signed by the parties in connection with this Security Agreement.

17. Governing Law. This Security Agreement and the rights and obligations of the parties shall be construed in accordance with and be governed by the laws of the State of California and the United States of America without reference to the principles of conflict of laws thereof.

18. Jurisdiction and Service of Process. Grantor, Producer and SAG-AFTRA agree that any legal action or proceeding with respect to this Security Agreement, or any action or proceeding to execute or otherwise enforce any judgment or arbitration award obtained against Grantor, Producer or any of their properties, may be brought in proceedings in Los Angeles County, California. By executing and delivering this Security Agreement, Grantor and Producer irrevocably submit to such jurisdiction provided, however, that SAG-AFTRA may bring suit in the courts of any country or place where Grantor, Producer, or any of their assets may be found and by executing and delivering this Security Agreement, Grantor and Producer irrevocably submit to that jurisdiction. Grantor and Producer irrevocably waive any objection which either may have now or in the future to the venue of any suit, action, or proceeding arising out of or relating to this Security Agreement or any other contract between Grantor, Producer and SAG-AFTRA, or between Grantor or Producer and Performers brought in the State of California, and irrevocably waive any claim that any such suit, action, or proceeding brought in the State of California is in an inconvenient forum. If any agent appointed by Grantor or Producer refuses to accept service, Grantor and Producer agree that service upon Grantor or Producer by mail sent to the mailing address specified by Grantor and Producer in this Security Agreement constitutes sufficient notice and effective service. Nothing in this Paragraph 18 affects the right to serve process in any other manner permitted by law or limits the right of SAG-AFTRA to bring proceedings against Grantor or Producer in the courts of any other jurisdiction.

19. Notices.

- (a) To SAG-AFTRA: Grantor and/or Producer shall give notices to SAG-AFTRA required under this Security Agreement in writing by certified mail (return receipt requested), messenger, or telecopier (but if telecopied, such notice shall be concurrently sent by mail) addressed as indicated below. The date of messengering or telecopying will be deemed the date of service. The date of receipt will be deemed the date of service for all notices sent by certified mail, return receipt requested.

Mail/Messenger: Screen Actors Guild-American Federation of
Television and Radio Artists
5757 Wilshire Boulevard, 7th Floor
Los Angeles, California 90036-3600
Attention: Legal Department, General Counsel &
Deputy General Counsel
Telecopier: (323) 549-6624

With a courtesy
copy to:

Bush Gottlieb
500 N. Central Avenue, Suite 800
Glendale, California 91203
Attention: Joseph Kohanski Esq.
Telecopier: (818) 973-3201

SAG-AFTRA may change its address by giving written notice to Grantor and Producer at the address for Grantor and Producer in Paragraph 3(a) of this Security Agreement.

- (b) To Grantor: SAG-AFTRA shall give notices to Grantor required under this Security Agreement in writing by mail, messenger, or telecopier addressed to Grantor at the mailing address(es) indicated above in Paragraph 3(a). The date of messengering or telecopying will be deemed the date of service. The date of receipt will be deemed the date of service for all notices sent by certified mail, return receipt requested. Notice sent by mail will be deemed effective five (5) days from the date of mailing within the United States or seven (7) days from the date of mailing across national borders. Notice to Grantor will be deemed effective if made in this manner and sent to the mailing address shown in Paragraph 3(a) above, or if Grantor has notified SAG-AFTRA in writing of a change in address, to the Grantor's last address so notified. Demands or notices addressed to the Grantor's address at which SAG-AFTRA customarily communicates with the Grantor will also be effective. Grantor may change its address or addresses by giving written notice to SAG-AFTRA at SAG-AFTRA's address in this Paragraph 19(a).
- (c) To Producer: SAG-AFTRA shall give notices to Producer required under this Security Agreement in writing by mail, messenger, or telecopier addressed to Producer at the mailing address indicated above in Paragraph 3(a). The date of messengering or telecopying will be deemed the date of service. The date of receipt will be deemed the date of service for all notices sent by certified mail, return receipt requested. Notice sent by mail shall be deemed effective five (5) days from the date of mailing within the United States or seven (7) days from the date of mailing across national borders. Notice to Producer will be deemed effective if made in this manner and sent to the mailing address shown in Paragraph 3(a) above, or if Producer has notified SAG-AFTRA in writing of a change in address, to the Producer's last address so notified. Demands or notices addressed to the Producer's address at which SAG-AFTRA customarily communicates with the Producer will also be effective. Producer may change its address or addresses by giving written notice to SAG-AFTRA at SAG-AFTRA's address in Paragraph 19(a).

20. General.

- (a) All rights of SAG-AFTRA under this Security Agreement will inure to the benefit of its successors and assigns. All obligations of Grantor and Producer under this Security Agreement will bind their respective successors, assigns, and all persons who become bound as a debtor under this Security Agreement or applicable law.
- (b) If there is more than one Grantor, the term "Grantor" as used in this Security Agreement means each Grantor, their obligations under this Security Agreement are joint and

several, and the compromise of any claim with, or the release of, any Grantor will not constitute a compromise with, or release of, any other Grantor.

- (c) Section headings are for convenience only and do not affect the interpretation or construction of this Security Agreement.
- (d) This Security Agreement does not create any rights enforceable by any person not a party to this Security Agreement.
- (e) Secured Party is authorized to (i) date this Security Agreement (if not otherwise dated) the date it is delivered to Secured Party and (ii) re-date this Security Agreement if necessary in order to meet the requirements of any office where filing or registration is necessary to perfect, protect, or maintain the security interest created under this Security Agreement.
- (f) This Security Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one instrument.

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[CONTINUED]

Form 7E –New Media

- (g) The parties agree that signatures to this Security Agreement transmitted by facsimile or via electronic delivery shall be presumed authentic and shall be deemed originals.

The parties have caused this Security Agreement to be executed and delivered by their authorized officers as of the date first above written.

**PRODUCER/
GRANTOR:**

By:



(signature)

Kevin Berg

(please type name)

Title:

Secretary

(please type title)

GRANTOR:

By:



(signature)

Kevin Berg

(please type name)

Title:

Secretary

(please type title)

**SCREEN ACTORS GUILD-AMERICAN FEDERATION OF
TELEVISION AND RADIO ARTISTS**

By:



(signature)

Tim Kuhl

(please type name)

Title:

Sr. Manager

(please type title)

EXHIBIT A
TO SCREEN ACTORS GUILD-
AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS
TELEVISION SECURITY AGREEMENT

DEFINITIONS

"Debtor" as used in this Exhibit A means each Debtor identified in the foregoing Security Agreement and all persons who become bound as a debtor under this Security Agreement, the Code, or other applicable law.

(i) "Accounts": has the meaning ascribed to that term in the Code and include all receivables and all other rights to receive the payment of money including, but not limited to, the rights to receive the payment of money under present or future contracts or agreements (whether or not earned by performance), from the sale, distribution, exhibition, disposition, leasing, subleasing, licensing, sublicensing, and other exploitation of the Program, Rights in Product, the Literary Property, or any part thereof or any rights therein in any medium whether now known or hereafter developed by any means, method, process, or device in any market including, without limitation, all of Debtor's rights, title, and interest in, to, and under any distribution agreement relating to the Program, as the same may from time to time be amended, reviewed, modified, supplemented, extended, or replaced including, but not limited to, Debtor's rights to receive film rentals, license fees, distribution fees, producer's shares, royalties, and other amounts of every description from: (a) theatrical exhibitors, non-theatrical exhibitors, television networks and stations, airlines, cable television systems, pay television operators whether on a subscription or per program charge basis, distributors of the Program by videotape, cassette, cartridge or disc, and other exhibitors; (b) other distributors, subdistributors, lessees, sublessees, licensees, and sublicensees (including any affiliate or subsidiary); and (c) any other person (including any affiliate or subsidiary) who distributes, exhibits, or exploits the Program, Rights in Product, the Literary Property, or rights relating thereto.

(ii) "Chattel Paper": means all "chattel paper" as that term is defined in the Code, relating to the Program.

(iii) "Contracts": mean all contracts of Debtor relating to the Program including, without limitation, (a) all rights of Debtor to receive moneys due and to become due to it thereunder or in connection therewith; (b) all rights of Debtor to damages arising out of, or for, breach or default in respect thereof; and (c) all rights of Debtor to perform and to exercise all remedies thereunder.

(iv) "Copyrights": mean all copyrights, rights in copyrights, interests in copyrights, and all copyrightable tangibles or intangibles, now or hereafter existing, obtained upon the Program, the Literary Property (as defined below), or any part thereof, in the United States or foreign territories, and all applications, registrations, and recordings relating thereto filed in the United States Copyright Office, or in any other government office or agency in the United States or foreign territories, and the right, but not the obligation, to make publication thereof for copyright purposes, to register copyright claims, and the right, but not the obligation, to renew and extend such copyrights, and the right, but not the obligation, to sue in the name of copyright including,

without limitation: (a) all rights of every kind and nature [including, but not limited to, Copyright(s)] in and to any literary, musical, dramatic, or other literary material of any kind or nature upon which, in whole or in part, the Program is or may be based, or which may be or has been used or included in the Program including, but not limited to, all scripts, scenarios, teleplays, bibles, stories, treatments, novels, outlines, books, titles, concepts, manuscripts, or other properties or materials of any kind or nature in whatever state of completion, and all drafts, versions and variations thereof (collectively, the "Literary Property"); (b) the right to print, reprint, publish, reproduce, sell, distribute, perform, display, and make derivative works based on works presently or hereafter owned by or licensed to Debtor, in whole or in part, and all other rights which Debtor presently has or hereafter acquires pursuant to any Copyright License including, without limitation, copyright assignments, exclusive and nonexclusive licenses, and publishing agreements; and (c) all of Debtor's right, title, and interest in all physical materials embodying works with respect to which Debtor owns or holds rights in any copyrights including, without limitation, plates, films, color separations, and mechanical art.

(v) "Copyright Licenses": mean all of the following relating to the Program: (a) any written agreement, naming Debtor as licensor or licensee, granting any right in and to any Copyrights or Copyright registration in the United States; or (b) all present and future agreements (including, without limitation, assignments and consents) as any such agreements may from time to time be amended or supplemented, under which Debtor now has or hereafter acquires any direct or beneficial interest in any Copyright, or is a grantor of rights to any third party with respect to any Copyright, whether as a party to any such agreement or as an assignee of any rights under any such agreement.

(vi) "Documents": mean all "documents" as that term is defined in the Code, relating to the Program including, without limitation, documents and receipts of any kind or nature issued by any pledgeholder, warehouseman, or bailee relating to the Program or any element thereof.

(vii) "General Intangibles": has the meaning ascribed to that term in the Code and include all general intangibles relating to the Program including, without limitation, all literary property rights, patents and patent rights, trademarks, trade names, goodwill, inventions, processes, common law and statutory copyrights, music rights, rights in produced and unproduced screenplays and musical works, licenses, agreements, leases, royalties, franchises, Contracts, rights under Contracts (including rights under joint venture agreements), Chattel Paper, Documents, permits, negotiable and non-negotiable Instruments, judgments, deposit accounts, choses in action, and all general intangibles, whether or not included in the foregoing including, without limitation, shipping documents, warehouse receipts, policies of insurance, and other documents accompanying or relative to drafts drawn under any letter of credit and any such drafts.

(viii) "Instruments": has the meaning ascribed to that term in the Code and include all cash and cash equivalents of Debtor derived from or relating to the Program and all drafts, checks, certificates of deposit, notes, bills of exchange, and other writings relating to the Program which evidence a right to the payment of money and are not themselves security agreements or leases, and are of a type which is, in the ordinary course of business, transferred by delivery with any necessary endorsement or assignment.

(ix) "Insurance and Insurance Policies": mean all insurance and insurance policies placed at any time upon the Program, the insurable properties thereof, or any other insurable Collateral.

(x) "Inventory": means all "inventory" as that term is defined in the Code, relating to the Program including, without limitation, all inventory, merchandise, goods, and other personal property now or hereafter owned by Debtor which are held for sale or lease, are furnished or to be furnished under a contract of service, or which constitute raw materials, work in process, materials used or consumed or to be used or consumed in Debtor's business, the processing, packaging, delivery, or shipping of the same, and all finished goods.

(xi) "Merchandising Rights": mean all collateral, allied, ancillary, subsidiary, publishing, and merchandising rights relating to the Program including, but not limited to, rights derived from, appurtenant to, or related to the Program or the Literary Property including, but not limited to, all rights to use, exploit, and license others to use or exploit all novelization, publishing, commercial tie-up, and merchandising rights of every kind and nature (including, but not limited to, all novelization, publishing and merchandising rights, and commercial tie-ups arising out of or connected with or inspired by the Program or the Literary Property, the title or titles of the Program, the characters appearing in the Program, the Literary Property, or the names or characteristics of such characters).

(xii) "Music Rights": mean all Debtor's rights presently owned or later acquired by Debtor in and to all music and musical compositions created for, used in, or to be used for the Program, all related Copyrights and all rights to perform, copy, record, re-record, produce, publish, reproduce, or synchronize all music and musical compositions as well as all other rights to exploit such music including, but not limited to, record, soundtrack recording, and music publishing rights.

(xiii) "Personal Property": means the following personal property of Debtor, wherever located, whether now owned or hereafter acquired: (a) the title or titles of the Program and all of Debtor's rights to the exclusive use thereof (including, but not limited to, rights protected in accordance with trademark, service mark, unfair competition, or other laws, rules, or principles of law or equity); and (b) all inventions, processes, formulae, licenses, patents, patent rights, Trademarks, Trademark rights, service marks, service mark rights, trade names, trade name rights, logos, indicia, and other source identifiers relating to the Program, and renewals and extensions thereof, domestic and foreign, whether now owned or hereafter acquired, and the accompanying goodwill and other like property rights relating to the Program, and the right, but not the obligation, to register claims under trademark or patent, and to renew and extend such trademarks or patents and the right, but not the obligation, to sue in the name of Debtor or in the name of SAG-AFTRA for past, present, or future infringement of trademark or patent.

(xiv) "Physical Properties": mean all physical properties relating to the Program and all versions thereof (including, but not limited to, all physical properties relating to the development, production, completion, delivery, exhibition, distribution, or other exploitation of the Program, and all versions thereof or any part thereof including, but not limited to, the Literary Property, exposed film, developed film, positives, negatives, prints, answer prints, special effects, pre-print materials including, but not limited to, interpositives, negatives, duplicate negatives, internegatives, color reversals, intermediates, lavenders, fine grain master prints and matrices, and all other forms of pre-print elements which may be necessary or useful to produce prints or

other copies or additional pre-print elements, whether now known or hereafter devised, soundtracks, recordings, audio and video tapes and discs of all types and gauges, cutouts, trims, all other physical properties of every kind and nature relating to the Program in whatever state of completion, and all duplicates, drafts, versions, variations, and copies of each).

(xv) "Proceeds": has the meaning ascribed to that term in the Code and include any proceeds relating to the Program including, without limitation, (a) all proceeds of any insurance, indemnity, warranty, or guaranty payable from time to time with respect to any of the Collateral; (b) all payments (in any form) made or due and payable from time to time in connection with any requisition, confiscation, condemnation, seizure, or forfeiture of any of the Collateral by any governmental body, authority, bureau, or agency (or any person acting under color of governmental authority); and (c) all other amounts from time to time paid or payable in connection with any of the Collateral.

(xvi) "Product": means the Program, whether produced for theatrical, non-theatrical, television release, or for release in any other medium, whether recorded on film, videotape, cassette, cartridge, disc, or on or by any other means, method, process, or device whether now known or hereafter developed, with respect to which Debtor has, acquires, or agrees to acquire all or part of the theatrical, videotape, cassette, disc, or television distribution rights.

(xvii) "Rights in Product": mean all of the following: (a) any rights, whether arising under written contracts or otherwise, to sell, produce, distribute, exhibit, lease, sublease, license, sublicense, subdistribute, or otherwise exploit Product including, without limitation, rights under so-called "pick up" arrangements and other contracts and agreements relating to the acquisition of Product or any interest therein in any market including, without limitation, theatrical, non-theatrical, stage, television (including broadcast, cable, and pay television), and home markets, whether by film, videotape, cassette, cartridge, disc, or by any other means, method, process or device now known or hereafter developed; (b) any rights to sell trailers and advertising accessories relating to Product; and (c) any rights to exploit any element or component of Product or any ancillary rights relating to Product including, without limitation, merchandising and character rights, stage rights, novelization rights, sound track recording rights, and music publishing rights relating to any music embodied in or written for Product including the right to grant licenses to print, perform, or mechanically reproduce such music.

(xviii) "Trademarks": mean all of the following created specifically for, or included in, the Program: (a) service marks, logos, and other source identifiers and the goodwill associated therewith, now existing or hereafter adopted or acquired; (b) all registrations and recordings thereof, and all applications in connection therewith owned by Debtor, relating to the Program, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise; and (c) all renewals thereof.

(xix) "Trademark Licenses": mean all agreements relating to the Program providing for the grant to Debtor of any right to use any Trademark.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) LIEN SOLUTIONS 800-331-3282
B. E-MAIL CONTACT AT FILER (optional) UCCFILINGRETURN@WOLTERSKLUPER.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 2929 ALLEN PKWY STE 3300 HOUSTON, TX 77019 US

Delaware Department of State
U.C.C. Filing Section
Filed: 05:44 PM 03/09/2022
U.C.C. Initial Filing No: 2022 2041457
Service Request No: 20220943226

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME CINNAMON VILLAGE PRODUCTIONS LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS CORPORATION TRUST CENTER 1209 ORANGE ST	CITY WILMINGTON	STATE DE	POSTAL CODE 19801	COUNTRY US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME VILLAGE ROADSHOW PICTURES ENTERTAINMENT INC.				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS CORPORATION TRUST CENTER 1209 ORANGE ST	CITY WILMINGTON	STATE DE	POSTAL CODE 19801	COUNTRY US

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 5757 WILSHIRE BLVD., 7TH FLOOR	CITY LOS ANGELES	STATE CA	POSTAL CODE 90036	COUNTRY US

4. COLLATERAL: This financing statement covers the following collateral:

AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE TELEVISION PROJECT CURRENTLY ENTITLED "CINNAMON" (THE "WORK").

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:

☐ Public Finance Transaction ☐ Manufactured Home Transaction ☐ A Debtor is a Transmilling Utility ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

DE-0-85312445-63329249

International Association of Commercial Administrators