

“PICTURE TITLE”

SCHEDULE “A”

SCHEDULE OF DELIVERY MATERIALS

A. VIDEO AND AUDIO ELEMENTS

1. Program Video Masters

If the picture is non-English language and an English subtitled version is delivered, a separate master with no subtitles must also be delivered in each of the following categories. Distributor shall perform one quality control check of each delivered master at Licensor's expense. If the material does not pass the QC check the Licensor must repair the submitted material so that it does pass QC, or Distributor has the option to terminate the foregoing Agreement.

Required delivery of original version (theatrical version if Picture had a theatrical release):

- 1) One (1) 16X9, 1.78 HD Cam SR, 1080p/23.98 PsF master, title safe for 4x3, with the following audio configurations:

Channel 1 & 2	English Stereo (L&R)
Channel 3 & 4	Stereo Music & Effects (L&R)
Channel 5	Left composite
Channel 6	Right Composite
Channel 7	Center
Channel 8	Left Surround
Channel 9	Right Surround
Channel 10	Subwoofer
With Closed Captioning	

- 2) One (1) 16X9, 1:78 NTSC DBC, title safe for 4x3, Drop Frame Time Code (DFTC) w/ Closed Captioning on Line 21.
Textless material must me at tail end of picture

3) One (1) 16x9, 1:78 PAL DBC, title safe for 4x3, EBU time code with:

Channel 1 & 2	Stereo Mix
Channel 3 & 4	M&E only

All blacks must be pulled and scene to scene correction must be applied

Textless material must be at tail end picture.

Channels 3 & 4	Stereo Music & Effects (L&R)
Channel 5	Left composite
Channel 6	Right Composite

4) One (1) 4X3, 1.33 NTSC DBC full frame videotape master with English stereo mix on Channels 1 & 2 and stereo music and effects on Channels 3 & 4. The NTSC master videotape must contain continuous DFTC and closed captioning on line 21 field 1 (if available). All blacks must be pulled up and scene to scene color correction must be applied. Textless material must be included.

5) One (1) 4X3, 1.33 NTSC Digital Betacam full frame videotape down converted from the Hi Definition 16x9 1:78 with English Dialogue on Channel 1, Effects on Channel 2, and Stereo Music on Channels 3 & 4 (For Trailer). This master is not needed if a trailer (and music cue sheets) exists, is acceptable to the Distributor and is satisfactorily delivered. Textless material must be included in accordance with section A.2. below.

6) One (1) 4X3 PAL, 1.33 Digital Betacam Pan & Scanned full frame videotape master down converted from the Hi Definition 16x9 1:78 master with English stereo mix on Channels 1 & 2 and stereo music and effects on Channels 3 & 4. The PAL master videotape must contain continuous EBU time code with VITC on lines 19 and 21. All blacks must be pulled up and scene to scene color correction must be applied. Textless material must be included in accordance with section C. 2. below.

7) One (1) NTSC Digital Betacam master (in whatever format available, 16X9 or 4X3) of all bonus footage for DVD release, such as deleted scenes, outtakes, director's commentary, interviews, "making of" footage, etc.

2. Textless Title Backgrounds

If the picture is non-English language and an English subtitled version is delivered, a separate master with no subtitles must also be delivered in each of the following categories. Distributor shall perform one quality control check of each delivered master at Licensor's expense. If the material does not pass the QC check the Licensor must repair the submitted material so that it does pass QC, or Distributor has the option to terminate the foregoing Agreement.

3. Picture Master Audio Tapes

Each Pro Tools session must be in sync with matching time code to the final Picture Master Videotape in an AIFF or WAVE file with an audio track content log on the label. Except for full mix tracks, the Pro Tools Session must be delivered at final mix constant level (i.e. will recreate final mix without dips for narration, using fixed pre-set fader positions) on fully filled separate tracks as follows. (Note that a. and b. below are for the 5.1 Print Master):

- a) One Pro Tools Session Mixed Left & Right Total (LTRT) Printmaster with the following configuration:

Channel 1	Left
Channel 2	Center
Channel 3	Right
Channel 4	Left Surround
Channel 5	Right Surround
Channel 6	Sub-Woofer
Channel 7	Left Total
Channel 8	Right Total

- b) One Pro Tools Session with the following configuration: *(for 5.1 Foreign Language Dubbing)*

Channel 1	Left Music & Effects
Channel 2	Center Music & Effects
Channel 3	Right Music & Effects
Channel 4	Left Surround
Channel 5	Right Surround
Channel 6	Sub-Woofer M&E
Channel 7	Left Total M&E
Channel 8	Right Total M&E

- c) One Pro Tools Session with the following configuration:

Channel 1	Full Mix, Stereo Left
Channel 2	Full Mix, Stereo Right
Channel 3	Music, Stereo Left
Channel 4	Music, Stereo Right
Channel 5	Fully Filled Effects, Left
Channel 6	Fully Filled Effects, Right
Channel 7	Dialogue, Stereo
Channel 8	Dialogue, Stereo

4. **Trailer Video Masters**

Delivery of one (1) NTSC Digital Betacam and one (1) PAL Digital Betacam English-language Scene-To-Scene Color Corrected Direct Video Transfer Master of the Trailer for the Picture. The above-mentioned video masters shall contain closed captioning. Textless Trailer Background materials shall be “attached” to the tail end of Trailer NTSC and PAL Digital Betacam Masters referred to above, appropriately slated, and shall be located one minute after the conclusion of the program. Audio shall be configured as follows:

Channel 1	English Dialogue
Channel 2	Effects
Channel 3	Music Stereo Left
Channel 4	Music Stereo Right

5. **Copy of Score**

One (1) DA-88 or CD of the original music master of the entire music score of the Picture.

6. **DLT of the Picture**

If there has been a US DVD release of the Picture, free access to the DLT Master for the domestic DVD of the Picture.

B. PUBLICITY AND ADVERTISING MATERIALS

1. **Color Stills**

At least **Fifty** (50) high-res (300 DPI) JPEG images on Disk. The images shall provide comprehensive coverage of all aspects of the production of the Picture, including different scenes, single and combination shots of the director, principal actors and behind the scenes coverage. Producer shall deliver a statement by Producer that all such photographs and transparencies have been approved by all individuals with approval rights regarding such photographs and transparencies. All photographs shall be suitable for reproduction for advertising and publicity purposes and shall be cleared for use in all markets, all media in perpetuity, or at least for the Term of the foregoing Agreement.

2. **Key Art**

Delivery of high-resolution (300 DPI), layered key art on Disk or FTP site.

3. **DVD Packaging**

One (1) DA-88 or CD of the original music master of the entire music score of the Picture.

4. Flyer Artwork

Delivery of any flyer artwork that has been created if different from #2. above, including textless transparency, DVD, photostat of title treatment and any additional text if different from #2 above, and access to additional images and backgrounds used on the flyer.

5. Press Kit

Delivery of a complete presskit, both printed and electronically, including synopsis, biographies of key cast and crew, press releases and press clippings.

6. EPK

Delivery of a complete Electronic Press Kit (EPK) in the form of a Digital Betacam video master with separate music and effects channels, for worldwide use in all media, with waivers from the persons interviewed in form satisfactory to Distributor's legal counsel.

7. Website / Ancillary Materials

Delivery shall include access to any website created for the Picture and samples of any and all promotional, merchandising and advertising items created in conjunction with the Picture, either by the Producer or the U.S. distribution company, if applicable. Also a list of all weblinks for the Picture.

8. Picture Information Sheet

A one page information sheet including Picture title, year of production, genre, original language, director, MPAA rating (if available), name of production company, original release date (and media – i.e. TV, theatrical, etc.), and any awards.

C. EDITING MATERIAL

1. Final Continuity Script

Final, complete, verbatim continuity script of the Picture. The final continuity script should be an accurate transcription of the Picture master with corresponding running time code referencing specific photographic action, characters and transcribed audio. The final continuity script should be submitted on typewritten hard copy and electronically as e-mail attachment.

2. Final Picture EDL Disk

Avid EDL on disk of the final Picture edit.

D. PRODUCTION CREDIT AND CONTACT MATERIAL

1. Final Main & End Screen Credits

One (1) complete typewritten copy of the final main and end credits of the Picture as they appear on the original negative together with original art work and photographic units used to manufacture the titles, and electronically as e-mail attachment.

2. Cast and Technical Personnel List

At least one (1) typewritten copy of a list of the cast and technical personnel who rendered services on the Picture.

3. Copies of Production Personnel, Crew Contractors and Facility Agreements

Copies of all third party "Work-for-Hire" contracts and deal memos if requested. Delivery of fully executed deal memos or contracts for all persons receiving credit block credit is required.

E. LEGAL DOCUMENTS

1. Music Cue Sheets

One (1) copy of the music cue sheet for the Pictures and the Trailer(s) thereof, if any, in standard form showing the particulars of all music synchronized with the Picture (and the Trailer(s)) as follows: title of each composition, composer(s) (i.e., words and music), publisher, copyright owner, composer(s) performing rights society affiliations (ASCAP or BMI), how used (visual or background, instrumental and/or vocal), and film footage and running time of each music cue. If pre-existing master recordings are used in the soundtrack, include the name(s) of performer(s) (if applicable) and name(s) of record album(s) and cut(s) used. Music Cue Sheets should be delivered on typewritten hard copy and electronically as e-mail attachment.

2. Music Licenses

One (1) copy of each music synchronization, performance, and mechanical license covering each musical composition embodied in the Picture and which musical composition is not in the public domain, and evidence of payment in full. Each of the contracts, licenses or assignments must convey to the Licensor the right to use the music, lyrics or recordings, as applicable, in the Picture, in whole or in part, in all media now known or hereafter devised, throughout the universe in perpetuity without payment of any further compensation for the grant of such rights and shall include the right to use the music, lyrics or recordings, as applicable, in connection with the advertising, promotion and publicity of the Picture, in or out of context of the Picture, subject only to payment of fees to applicable performing rights societies. Where any music performance license is claimed to be available by blanket license from a performing rights society, Licensor may, in lieu of an individual license, provide copies, certified by the Picture's producer to be complete and accurate in all material respects, of the composer, lyricist, and publisher affiliation agreements with the applicable performing rights society and the inclusion of the subject musical composition(s) in the performing rights society's catalogue.

3. **Composer Agreement**

Delivery of one (1) copy of the fully executed composer agreement. For the original music in the Picture, the composer agreement must convey to the Licensor the right to use the music, lyrics or recordings, as applicable, in the Picture, in whole or in part, in all media now known or hereafter devised, throughout the universe in perpetuity without payment of any further compensation for the grant of such rights and shall include the right to use the music, lyrics or recordings, as applicable, in connection with the advertising, promotion and publicity of the Picture, in all media now known or hereafter devised, in or out of context of the Picture, subject only to payment of fees to applicable performing rights societies.

4. **Copies of Acquired Footage/Stills Licenses**

Copies of all stock footage/stills licenses, if any, and evidence of payment.

5. **Screen and Paid Ad Credit Requirements/Name & Likeness Restrictions**

At least one (1) complete written statement of all screen and advertising credit obligations, and name and likeness restrictions for all cast and crew members who have credit placement stipulated in their contracts and billing in the credit block and who have name and likeness approvals, on typewritten hard copy and electronically as e-mail attachment.

6. **Chain-of-Title**

a) **Rights Agreements**

Clearly legible copies of all contracts, options, option payments, assignments, licenses, quitclaims, certificates of authorship, written permissions, powers of attorney and other written documents relating to the acquisition of all rights (and reflecting a complete chain of title) in connection with the Picture indicating how Licensor came to own the rights in such Picture.

b) **Copyright Registration**

Clearly legible copies of all contracts, options, option payments, assignments, licenses, quitclaims, certificates of authorship, written permissions, powers of attorney and other written documents relating to the acquisition of all rights (and reflecting a complete chain of title) in connection with the Picture indicating how Licensor came to own the rights in such Picture.

c) **Copyright and Title Reports**

1) A title report from Dennis Angel, Thomson & Thomson or other reputable or industry-accepted clearance company confirming the availability of the title of the Picture for exploitation in all media, dated no more than three (3) months prior to the date of the attached Deal Memo/Distribution Agreement, or a copy of the title report submitted to the E&O insurance carrier.

2) A Copyright Research report from Dennis Angel, Thomson & Thomson or other similar firm consistent with Licensor's representations, warranties and agreements contained in the Agreement and dated no more than three (3) months prior to the date of the attached Deal Memo/Distribution Agreement.

7. **Certificates of Origin**

At least six (6) executed and notarized originals of the Picture's Certificate of Origin in the form attached hereto.

8. **Distribution Restrictions**

A written statement of any restrictions and/or obligations set forth in agreements entered into with third parties, including, but not limited to, actors, financial institutions and governmental agencies, regarding the exploitation of the Picture (e.g. television holdback periods, or limitations on exhibition in certain media or territories).

9. **Dubbing/Subtitling Restrictions**

One (1) complete written statement of all dubbing and or subtitling restrictions relating to the replacement of any performer's voice, including, but not limited to, the dubbing or subtitling of dialogue in a language other than that in which the Picture was originally recorded, if applicable.

10. **Production Storage and Lab Access Letters**

Completion of Facility and Laboratory letters indicating that Distributor has complete access to production elements and masters.

11. **E&O Insurance Certificate**

A Certificate of Insurance in form and substance acceptable to Distributor's insurance carrier, naming Hollywood Wizard and their respective subsidiaries and affiliates, and each of their officers, directors, shareholders, employees, agents, attorneys and employees as additional insured and loss payees and evidencing Licensor's policy of "Errors and Omissions Insurance" in respect of the Picture, which insurance conforms in all respects to the following requirements:

Coverage not less than \$1,000,000 for each claim and \$3,000,000 aggregate for all claims (with no material exclusions and a policy deductible no greater than \$10,000) and shall be maintained at all times during the License Term (but at a minimum of three (3) years). At Distributor's request, the insurance carrier will at no additional cost include any other person(s) designated by Distributor as additional named insured and issue to such person(s) a separate Certificate of Insurance evidencing the foregoing Errors and Omissions Insurance coverage. Licensor's Errors and Omissions Insurance policy may not be modified, revised, or canceled without twenty (20) business days prior written notice to Distributor.

12. **TV Safe Titles Certification**

A written statement certifying that the lettering in the main and end titles of the Picture are within the television safe title area so that all the lettering shall appear on the television screen.

13. **MPAA Rating Certification**

A paid rating certificate from the Motion Picture Code and Rating Administration of America (if US rights are included and if the Picture is the type of picture that is customarily rated).

CERTIFICATE OF ORIGIN

The undersigned, _____, (*title*), duly entitled to represent
_____ (“Licensor”), does hereby certify under oath that the following declarations are true:
Licensor produced the following feature length motion picture (the “Picture”) and provided all of the financing with respect
thereto and it is of _____ origin:

TITLE:
YEAR PRODUCED:
RUNNING TIME:
PRODUCER:
WRITER:
DIRECTOR:
STARRING:

Hollywood Wizard has been granted the worldwide distribution, marketing and exhibition rights in the Picture, excluding
_____.

On the basis of the foregoing, this Picture should be treated as a _____ production for distribution,
exhibition and importation purposes. Licensor shall be responsible for any claim with respect to ownership of the above film.

(*Name of the Licensor*)

By: _____

Its: _____

STATE OF _____

COUNTY OF _____

On _____, before me the undersigned Notary Public personally appeared _____,
personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and
that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this
instrument.

WITNESS my hand and official seal. _____

(*Notary Public*)