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IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

INCENTIVE CAPITAL, LLC, a Utah Limited Liability Company,

Plaintiff,

v.

CAMELOT ENTERTAINMENT GROUP, INC., a Delaware Corporation; CAMELOT FILM GROUP, INC., a Nevada Corporation; CAMELOT DISTRIBUTION GROUP, INC., a Nevada Corporation, ROBERT P. ATWELL, an individual; JAMIE R. THOMPSON, an individual; STEVEN ISTOCK, an individual; TED BAER, an individual; PETER JAROWEY, an individual,

Defendants.

**[PROPOSED] ORDER GRANTING
 MOTION FOR WRIT OF
 ATTACHMENT**

Civil No. 2:11-cv-00288

Judge Clark Waddoups

THIS MATTER is before the Court on Plaintiff Incentive Capital, LLC's ("Plaintiff" or "Incentive"), Motion for Writ of Attachment pursuant to Rule 64 of the Federal Rules of Civil Procedure, and Rules 64 and 64C of the Utah Rules of Civil Procedure.

The Court HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

The Defendants Camelot Entertainment Group, Inc. ("CEG"); Camelot Film Group, Inc. ("CFG"); and Camelot Distribution Group, Inc. ("CDG" and collectively with CEG and CFG, "Camelot") shall deposit with the Court any and all proceeds and/or revenue obtained from exploitation of the Liberation Assets (a film and television library containing hundreds of media titles) and the Distribution Assets (comprising 13 film titles) (collectively the "Library") which were pledged as security for the Note up to an amount equal to:

(i) the amount of principal and balance owed by Camelot under the Note executed between Camelot and Incentive to memorialize the loan (the "Loan") made by Incentive to Camelot in the initial principal amount of \$650,000

(ii) the amount necessary bring Camelot current on all outstanding monthly Profit Participation Payments (monthly payments owed by Camelot to Incentive under the Profit Participation Agreement of ten percent (10%) of all gross revenues generated by Camelot from any third party in connection with Camelot's exploitation of the Liberation Assets "in all media, worldwide, from all sources") presently owed by Camelot to Incentive,

(iii) the amount required to bring Camelot current on all outstanding monthly Loan Modification Payments (1.5% per month of the balance of the minimum sales target of \$2,284,500 not paid to Incentive by April 27, 2011) as well as any late fees and penalties as set forth in the loan documents, and

(iv) the amount needed to keep Camelot current on such payments during the pendency of this dispute, for purposes of preserving the monies owed to Incentive under the Loan and the Library from dissipation, to ensure the postjudgment availability of it to satisfy Incentive's claim against Camelot.

The amounts deposited with the Court shall be no less than **\$1,151,890.23**.

DATED this _____ day of September, 2011.

BY THE COURT:

The Honorable Clark Waddoups
United States District Court for the
District of Utah