

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

	)	
In re:	)	Chapter 11
	)	
VILLAGE ROADSHOW ENTERTAINMENT	)	Case No. 25-10475 (●)
GROUP USA INC., <i>et al.</i> , <sup>1</sup>	)	
	)	(Joint Administration Requested)
Debtors.	)	
	)	

**DEBTORS’ MOTION FOR ENTRY OF  
INTERIM AND FINAL ORDERS (I) AUTHORIZING  
THE DEBTORS TO (A) OBTAIN POSTPETITION FINANCING  
AND (B) UTILIZE CASH COLLATERAL, (II) GRANTING LIENS AND  
SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (III) GRANTING  
ADEQUATE PROTECTION, (IV) MODIFYING THE AUTOMATIC STAY,  
(V) SCHEDULING A FINAL HEARING, AND (VI) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), respectfully represent as follows in support of this motion (this “Motion”):<sup>2</sup>

**PRELIMINARY STATEMENT**

1. The Debtors filed these chapter 11 cases to effectuate a sale of substantially all of their assets in a manner that maximizes value for all stakeholders. The Debtors enter these chapter 11 cases with only approximately \$148,000 in unrestricted cash on hand—an amount wholly insufficient to operate their business and fund a marketing and sale process for the Debtors’ assets in a value-maximizing manner. Accordingly, access to the DIP Facility and Cash Collateral on

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<sup>1</sup> The last four digits of Village Roadshow Entertainment Group USA Inc.’s federal tax identification number are 0343. The mailing address for Village Roadshow Entertainment Group USA Inc. is 750 N. San Vicente Blvd, Ste. 800 West, West Hollywood, CA 90069. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors and the last four digits of their federal tax identification is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/vreg>.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings ascribed to such terms in the First Day Declaration, the DIP Declaration, the DIP Credit Documents, or the DIP Orders (each as defined herein), as applicable.



the terms set forth in the DIP Credit Documents and the DIP Orders (each as defined below) is necessary to ensure that the Debtors will have sufficient liquidity to administer a value-maximizing chapter 11 process.

2. As further described in the First Day Declaration and the DIP Declaration (as defined below), a confluence of macroeconomic trends, industry-specific market pressures, and the erosion of what was once the Debtors' most profitable studio partnership have had a detrimental impact on the Debtors' ability to generate revenue. Despite the implementation of significant cost-cutting measures over the past year, the Debtors' inability to generate revenue precipitated a severe liquidity crisis. To address these challenges, the Debtors commenced negotiations in December 2024 with the Prepetition Senior Secured Noteholders (as defined below) with respect to desperately needed funding. The Debtors ultimately entered into an emergency bridge financing arrangement with certain of the Prepetition Senior Secured Noteholders—*i.e.*, the DIP Lenders (as defined below)—which provided the Debtors with a vital infusion of liquidity via issuance of the Bridge Notes (as defined below). The Bridge Notes provided the Debtors with a short-term cash runway to reach an agreement with a buyer for the sale of their Library Assets (as defined below) and concurrently prepare for a soft landing in chapter 11 if the Debtors were unable to consummate the sale on an out-of-court basis.

3. After marketing their assets for over a year, it became clear that a sale of the Library Assets would only be possible pursuant to section 363 of the Bankruptcy Code. The Debtors then reengaged with the DIP Lenders to negotiate a source of funding for a chapter 11 process. Beginning in early March, 2025, the Debtors and their advisors engaged in arms-length negotiations with the DIP Lenders to obtain the best postpetition financing arrangement possible under the circumstances. In parallel, the Debtors and their advisors engaged with the ABS Trustee

(as defined below) on the structure and terms of a postpetition financing arrangement with the DIP Lenders in an attempt to generate support among all key stakeholders in the Debtors' capital structure. As part of the intensive discussions, the Debtors and their advisors sought significant concessions and adjustments to the DIP Lenders' original offer for postpetition financing. These negotiations resulted in concessions by the DIP Lenders with respect to the size and economic terms of the DIP Facility, including certain limitations on the DIP Roll-Up Loans (as defined below) and additional flexibility on the Debtors' financial reporting and performance covenants.

4. After extensive arm's-length negotiations with the DIP Lenders, the Debtors were able to obtain the DIP Lenders' commitment with respect to the DIP Facility (as defined below), a secured, superpriority, debtor-in-possession term loan facility in the aggregate principal amount of up to \$12,786,104.96. The DIP Facility is comprised of (a) a new money commitment in the amount of \$7,000,000 (the "New Money Commitment Amount"), of which \$500,000 will be available upon entry of the Interim Order and an additional \$6,500,000 will be available upon entry of the Final Order, and (b) subject to entry of the Final Order, a "roll-up" component (the "Roll-Up") in the amount of \$5,786,104.96, on a cashless, dollar-for-dollar basis, of the Debtors' outstanding obligations with respect to the Bridge Notes (the "DIP Roll-Up Loans"). As discussed below, the Roll-Up is an integral part of the DIP Facility, without which the DIP Lenders would not be willing to provide the DIP Facility or extend credit to the Debtors thereunder.

5. The DIP Facility is expressly linked to certain case milestones that provide for an efficient and value-maximizing marketing and sale process for the Debtors' assets. These milestones, which are detailed further below, were required by the DIP Lenders as a condition to providing the DIP Facility and are the product of extensive negotiations between the Debtors and the DIP Lenders. In addition, the proposed terms and conditions of the DIP Facility reflect input

from the ABS Trustee. As described in further detail below, the ABS Trustee has indicated its willingness to support the DIP Facility and the Debtors' proposed sale process,<sup>3</sup> subject to affirmative direction from a required majority of the ABS Noteholders (as defined below).

6. The DIP Facility is critical to the Debtors' ability to fund their operations and administer these chapter 11 cases while they conduct a value-maximizing disposition of their assets. The DIP Facility is in the best interests of the Debtors, will provide creditors with the greatest possible recoveries under the circumstances, and is necessary to avoid irreparable harm to the Debtors and their estates. Accordingly, the DIP Facility should be approved.

### **RELIEF REQUESTED**

7. By this Motion, the Debtors respectfully request the entry of an interim order, substantially in the form attached hereto as **Exhibit A** (the "Interim Order") and a final order (the "Final Order," and together with the Interim Order, the "DIP Orders"):<sup>4</sup>

- (a) authorizing the Debtors to obtain secured, superpriority, debtor-in-possession financing in the aggregate principal amount of up to \$12,786,104.96 (the "DIP Facility") pursuant to the terms and conditions of the DIP Credit Documents (as defined below) and the DIP Orders;
- (b) authorizing the Debtors to enter into the (a) Superpriority Secured Debtor-In-Possession Credit Facility Term Sheet (the "DIP Term Sheet"), substantially in the form attached as **Exhibit 1** to the Interim Order attached hereto, between Debtor Village Roadshow Entertainment Group (BVI) Limited ("VREG-BVI"), as borrower, each of the other Debtors, as guarantors, FMP Agency Services, LLC, as collateral agent (in such capacity, the "DIP Collateral Agent"), and the lenders from time to time party thereto as set forth on Annex A thereto (in such capacities, the "DIP

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<sup>3</sup> The proposed marketing and sale process for substantially all of the Debtors' assets is set forth in greater detail in the *Debtors' Motion for Entry of Orders (I)(A) Approving Bid Procedures for the Sale of the Debtors' Assets, (B) Authorizing the Debtors' Entry into the Stalking Horse APA and Approving Bid Protections Thereunder, (C) Scheduling an Auction for, and Hearing to Approve, Sale of the Debtors' Assets, (D) Approving Form and Manner of Notices of Sale, Auction, and Sale Hearing, and (E) Approving Assumption and Assignment Procedures; (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances, and (B) Approving Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* (the "Bid Procedures and Sale Motion") filed concurrently herewith.

<sup>4</sup> The Debtors will file the form of Final Order prior to the Final Hearing (as defined herein).

Lenders,” and together with the DIP Collateral Agent, the “DIP Secured Parties”) and (b) all other documents, including security agreements or other collateral documents, executed or filed in connection therewith (together with the DIP Term Sheet, the “DIP Credit Documents”);

- (c) authorizing the Debtors to borrow, on an interim basis, pursuant to the terms and conditions of the DIP Credit Documents and the Interim Order, postpetition financing in an aggregate principal amount of up to \$500,000 (the “Initial DIP Loans”) and obtain other financial accommodations from the DIP Secured Parties pursuant to the DIP Term Sheet, the other DIP Credit Documents, and the Interim Order;
- (d) authorizing the debtors to borrow, on a final basis, pursuant to the terms and conditions of the DIP Credit Documents and the Final Order, postpetition financing in an aggregate principal amount of up to \$6,500,000 (for a total of \$7,000,000), plus the DIP Roll-Up Loans (the “Final DIP Loans,” and together with the Initial DIP Loans, the “DIP Loans”) and obtain other financial accommodations from the DIP Secured Parties pursuant to the DIP Term Sheet, the other DIP Credit Documents, and the Final Order;
- (e) authorizing the Debtors to execute and deliver the DIP Term Sheet and the other DIP Credit Documents;
- (f) granting to the DIP Secured Parties allowed superpriority administrative expense claims for the DIP Facility and all obligations of the Debtors owing under the DIP Credit Documents (collectively, and including all “DIP Facility Obligations” of the Debtors as defined and described in the DIP Term Sheet, the “DIP Obligations”), subject to the priorities set forth in the DIP Credit Documents and the DIP Orders;
- (g) granting to the DIP Secured Parties automatically perfected security interests in and liens on all of the DIP Collateral (as defined below), including all property constituting “cash collateral” as defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”), which liens shall be subject to the priorities set forth in the DIP Orders;
- (h) authorizing the Debtors to use the proceeds of the DIP Facility in accordance with the DIP Credit Documents, the DIP Orders, and the Initial DIP Budget (as defined in the DIP Term Sheet), a copy of which is attached as **Exhibit 2** to the Interim Order attached hereto, and as otherwise provided in the DIP Credit Documents;
- (i) authorizing the Debtors to use any Prepetition Collateral (as defined below), including Cash Collateral, and provide adequate protection to the parties that may have an interest in such Prepetition Collateral, including Cash Collateral, for any “decrease in value,” as that term is used in section 361 of the Bankruptcy Code (“Diminution in Value”) of their interests therein;

- (j) authorizing, but not directing, the Debtors to enter into the Transaction Support Agreement (as defined below) and take any and all actions necessary to effectuate entry into the Transaction Support Agreement;
- (k) vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code solely to the extent necessary to implement and effectuate the terms of the DIP Credit Documents and the DIP Orders;
- (l) scheduling a final hearing (the “Final Hearing”) to consider entry of the Final Order granting the relief requested herein on a final basis and approving the form of notice with respect to the Final Hearing;
- (m) waiving, to the extent applicable, any stay of the immediate effectiveness of the Interim Order imposed by the Bankruptcy Code or the Bankruptcy Rules, such that the Interim Order shall be effective upon its entry; and
- (n) granting related relief.

### **JURISDICTION AND VENUE**

8. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

9. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

10. The statutory bases for the relief requested herein are sections 105, 361, 362, 363, 364, 503, and 507 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2002 and

4001 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rules 2002-1(b), 4001-2, and 9013-1(m).

### **BACKGROUND**

11. On March 17, 2025 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are managing their properties and operating their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

12. Additional information regarding the Debtors, their business, capital structure, the circumstances leading to the commencement of these chapter 11 cases, and the facts and circumstances supporting this Motion are set forth in the *Declaration of Keith Maib in Support of First Day Relief* filed contemporaneously herewith (the “First Day Declaration”) and the declaration of George Koutsonicolis in support of the Motion (the “DIP Declaration”), which are filed concurrently herewith and fully incorporated herein by reference.

### **CONCISE STATEMENT PURSUANT TO BANKRUPTCY RULE 4001(b) AND LOCAL RULE 4001-2<sup>5</sup>**

13. The following chart contains a summary of the material terms of the proposed DIP Facility, together with references to the applicable sections of the relevant source documents, as required by Bankruptcy Rules 4001(b)(1)(B) and 4001(c)(1)(B) and Local Rule 4001-2.

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<sup>5</sup> The summaries contained in this motion are qualified in their entirety by the provisions of the documents referenced, including the DIP Credit Agreement and the Interim Order. To the extent anything in this motion is inconsistent with such documents, the terms of the applicable documents shall control. Capitalized terms used in this summary chart but not otherwise defined have the meanings ascribed to them in the DIP Credit Documents or the DIP Orders, as applicable.

<b>Provision</b>	<b>Summary Description</b>
<b>Borrower</b> - Bankruptcy Rule 4001(c)(1)(B)	Village Roadshow Entertainment Group (BVI) Limited.  <i>See</i> DIP Term Sheet at p. 1.
<b>Guarantors</b> - Bankruptcy Rule 4001(c)(1)(B)	Each subsidiary of the Borrower (other than (i) Zoo Film Partners L.P. and (ii) DTE Film Partners LP) (the “ <u>Guarantors</u> ”, and together with the Borrower, the “ <u>Debtors</u> ”).  <i>See</i> DIP Term Sheet at p. 1.
<b>DIP Lenders</b> - Bankruptcy Rule 4001(c)(1)(B)	The Lenders identified on Annex A to the DIP Term Sheet.  <i>See</i> DIP Term Sheet at p. 1.
<b>DIP Collateral Agent</b> - Bankruptcy Rule 4001(c)(1)(B)	FMP Agency Services, LLC.  <i>See</i> DIP Term Sheet at p. 1.
<b>Term</b> - Bankruptcy Rule 4001(b)(1)(B)(iii), 4001(c)(1)(B) - Local Rule 4001-2(a)(i)	Unless otherwise extended in writing by the DIP Lenders, the period from the date the Initial DIP Loans are made to the earliest of: (i) the Scheduled Maturity Date (as defined below); (ii) the occurrence of an Event of Default (as defined below); and (iii) the consummation of a Library Sale (as defined below) (such date, the “ <u>Maturity Date</u> ”).  “ <u>Library Sale</u> ” shall mean the sale, pursuant to Bankruptcy Code section 363, of certain motion picture assets, and assets related thereto, of the Debtors (or their affiliates) to CP Ventura LLC or another winning bidder (the “ <u>Library Buyer</u> ”) pursuant to the terms of the Purchase Agreement.  “ <u>Purchase Agreement</u> ” shall mean that certain Purchase Agreement, dated as of March 14, 2025, by and among CP Ventura LLC, the Borrower and certain subsidiaries of the Borrower party thereto, together with all schedules, exhibits and attachments thereto, or another purchase agreement satisfactory to the Collateral Agent and the DIP Lenders.  “ <u>Scheduled Maturity Date</u> ” shall mean July 8, 2025 (or such later date as may be agreed by the DIP Lenders).  <i>See</i> DIP Term Sheet at p. 3.
<b>Commitment</b> - Bankruptcy Rule 4001(c)(1)(B) - Local Rule 4001-2(a)(i)(A)	A multiple-draw secured term loan facility (the “ <u>DIP Facility</u> ,” and all loans under such DIP Facility, collectively, the “ <u>DIP Loans</u> ,” and each, a “ <u>DIP Loan</u> ”) in the maximum principal amount of up to \$12,786,104.96 (the “ <u>DIP Facility Amount</u> ”), including new money term loans in an amount up to \$7,000,000 (the “ <u>New Money Commitment Amount</u> ”), in each case subject to and in accordance with the DIP Budget (as defined below). All outstanding DIP Loans (together with all accrued and unpaid interest, fees, expenses and other amounts outstanding, the “ <u>DIP Facility Obligations</u> ”) shall become due and payable on the Maturity Date (as defined below).  <i>See</i> DIP Term Sheet at p. 1.

Provision	Summary Description
<p><b>Conditions of Borrowing</b></p> <ul style="list-style-type: none"> <li>- Bankruptcy Rule 4001(c)(1)(B)</li> <li>- Local Rule 4001-2(a)(i)(E)</li> </ul>	<p>The obligation of the DIP Lenders to provide the Initial DIP Loans shall be subject to the satisfaction of the following conditions precedent and any other conditions precedent contained in the Operative Documents (the “<u>Initial Borrowing Conditions</u>”), unless waived by the Collateral Agent and the DIP Lenders:</p> <ul style="list-style-type: none"> <li>(a) The Interim DIP Order shall have been entered by the Bankruptcy Court, in form and substance satisfactory to the Collateral Agent and the DIP Lenders, and shall be in full force and effect and shall not have been vacated or stayed in any manner without the prior written consent of the Collateral Agent and the DIP Lenders, and the Borrower and Guarantors shall be in compliance in all respects with the Interim DIP Order.</li> <li>(b) The Collateral Agent and the DIP Lenders shall have received the Initial DIP Budget (as defined below) in form and substance satisfactory to the Collateral Agent and DIP Lenders.</li> <li>(c) There shall not have occurred any fact, event, circumstance or condition which could reasonably be expected to result in a termination of the Purchase Agreement.</li> <li>(d) The Collateral Agent shall have received evidence satisfactory to it that it has, or concurrently with the making of the Initial DIP Loans shall have, a perfected lien on, and security interest in, the Collateral.</li> <li>(e) The representations and warranties of the Debtors as described under “Representations and Warranties” below and in the other Operative Documents shall be true and correct in all material respects (without duplication of any materiality qualifiers therein) immediately prior to, and after giving effect to, the making of the Initial DIP Loans.</li> <li>(f) No Event of Default and no condition which would constitute an Event of Default with the giving of notice or lapse of time or both shall exist.</li> <li>(g) The Collateral Agent and the DIP Lenders shall have received all fees and other amounts due and payable, including reimbursement or payment of all documented out-of-pocket expenses (including reasonable legal fees and expenses of any professionals or professional firms).</li> <li>(h) Receipt by the Collateral Agent and the DIP Lenders of a borrowing notice (a “<u>Borrowing Notice</u>”) in form and substance satisfactory to the Collateral Agent and the DIP Lenders.</li> <li>(i) The Chapter 11 Milestones listed in <u>Exhibit I</u> attached to the DIP Term Sheet shall have been satisfied by the applicable Specified Deadline (as defined below).</li> </ul> <p>The obligation of the DIP Lenders to provide each DIP Loan after the Initial DIP Loans shall be subject to the satisfaction of the Initial Borrowing Conditions and the following additional conditions precedent, unless waived by the Collateral Agent and the DIP Lenders:</p> <ul style="list-style-type: none"> <li>(a) The Final DIP Order shall have been entered by the Bankruptcy Court, in form and substance satisfactory to the Collateral Agent and the DIP Lenders, and shall be in full force and effect and shall not have been vacated or stayed in any manner without the prior written consent of the</li> </ul>

Provision	Summary Description
	<p>Collateral Agent and the DIP Lenders, and the Borrower and Guarantors shall be in compliance in all respects with the Final DIP Order.</p> <p>(b) There shall not have occurred any fact, event, circumstance or condition which could reasonably be expected to result in a termination of the Purchase Agreement.</p> <p>(c) The representations and warranties of the Debtors as described under “Representations and Warranties” below and in the other Operative Documents shall be true and correct in all material respects (without duplication of any materiality qualifiers therein) immediately prior to, and after giving effect to, the making of the Initial DIP Loans.</p> <p>(d) No Event of Default and no condition which would constitute an Event of Default with the giving of notice or lapse of time or both shall exist.</p> <p>(e) Receipt by the Collateral Agent and the DIP Lenders of a Borrowing Notice.</p> <p>(f) The Chapter 11 Milestones listed in <u>Exhibit I</u> attached to the DIP Term Sheet shall have been satisfied by the applicable Specified Deadline.</p> <p><i>See DIP Term Sheet at pp. 9–10.</i></p>
<p><b>Interest Rates</b></p> <ul style="list-style-type: none"> <li>- Bankruptcy Rule 4001(c)(1)(B)</li> <li>- Local Rule 4001-2(a)(i)(B)</li> </ul>	<p>The outstanding principal amount of DIP Loans will bear interest at a fixed rate equal to 16.0% per annum based on a 360-day year. All interest shall accrue on the DIP Loans and shall be paid by increasing the principal amount of the DIP Loans (after which such additional DIP Loans shall accrue interest as provided in this DIP Term Sheet and be treated as DIP Loans for all purposes) monthly on the first day of each month following the making of the Initial DIP Loans. All accrued and unpaid interest shall be paid in cash on the Maturity Date and otherwise at the time of prepayment or repayment.</p> <p>During the continuance of an Event of Default, any amounts outstanding under the DIP Facility will bear interest at an additional 2.0% per annum above the then applicable interest rate. Such interest shall be payable in cash on demand of the DIP Lenders.</p> <p><i>See DIP Term Sheet at pp. 3–4.</i></p>
<p><b>Use of DIP Facility and Cash Collateral</b></p> <ul style="list-style-type: none"> <li>- Bankruptcy Rule 4001(b)(1)(B)(ii)</li> <li>- Local Rule 4001-2(a)(i)(L)</li> </ul>	<p>Subject to the provisions of the DIP Order, and in accordance with the DIP Budget, proceeds of the DIP Loans may be used by the Borrower to: (a) finance its working capital needs and for any other general corporate purposes; and (b) pay related transaction costs, fees, liabilities and expenses (including professional fees and expenses) and other administration costs incurred in connection with and for the benefit of the Bankruptcy Case. Nothing in the DIP Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or the Debtors’ use of any proceeds resulting therefrom, except as permitted in the DIP Order and in accordance with the DIP Budget. No proceeds of the DIP Loans shall be used to fund any investigation by a committee, or any claims or actions against the Collateral Agent or the DIP Lenders except as provided in the DIP Order.</p> <p><i>See DIP Term Sheet at p. 3.</i></p>

Provision	Summary Description
<p><b>“Roll-Up” Provisions</b> - Local Rule 4001-2(a)(i)(O)</p>	<p>The DIP Facility will include a roll-up of \$5,786,104.96 of the “Obligations” with respect to the “Tranche 3 Bridge Notes” under and as defined in the Prepetition Bridge Agreement (as defined below) (the “<u>Roll up</u>”). The Roll-up will be approved pursuant to the Final DIP Order.</p> <p>“<u>Prepetition Bridge Agreement</u>” means the Fifth Amended and Restated Note Purchase Agreement, dated January 21, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time).</p> <p>See DIP Term Sheet p. 1; Interim Order at ¶ K.</p> <p><b><u>Explanation Pursuant to Local Rule 4001-2(a)(i):</u></b></p> <p>As discussed in further detail below, the Roll-Up is a key condition for the DIP Lenders to provide the DIP Facility. Without the Roll-Up, the DIP Lenders would not be willing to provide the DIP Facility or extend credit to the Debtors thereunder. In addition, the DIP Term Sheet contemplates that the Roll-Up will be approved solely pursuant to the Final Order. In light of these circumstances, the Roll-Up is reasonable, appropriate, a sound exercise of the Debtors’ business judgment, and the Debtors request that it be approved.</p>
<p><b>Adequate Protection</b> - Bankruptcy Rule 4001(b)(1)(B)(iv), 4001(c)(1)(B)(ii) - Local Rule 4001-2(a)(i)(G), 4001-2(a)(i)(K)</p>	<p>The Prepetition Secured Parties shall receive the following as adequate protection against any Diminution in Value of such Prepetition Secured Party’s interest in the Prepetition Collateral caused by the imposition of the automatic stay:</p> <p>(a) The ABS Trustee, for the benefit of itself and the ABS Noteholders, is granted, pursuant to sections 105, 361, 363(e), and 364(d)(1) of the Bankruptcy Code, continuing, valid, binding, enforceable, and perfected post-petition security interests in and liens on the DIP Collateral (the “<u>ABS Adequate Protection Liens</u>”). The ABS Adequate Protection Liens shall be subject to the Carve Out and the Permitted Liens as set forth in the Interim Order and shall be (i) solely with respect to the ABS Collateral, senior to the DIP Liens and SSN Adequate Protection Liens (as defined below), and (ii) otherwise junior only to the DIP Liens, the Prepetition Senior Secured Notes Liens and the SSN Adequate Protection Liens.</p> <p>(b) The Prepetition Senior Secured Notes Collateral Agent, for the benefit of the Prepetition Senior Secured Notes Parties, is granted, pursuant to sections 105, 361, 363(e), and 364(d)(1) of the Bankruptcy Code, continuing, valid, binding, enforceable, and perfected post-petition security interests in and liens on the DIP Collateral (the “<u>SSN Adequate Protection Liens</u>” and, together with the ABS Adequate Protection Liens, the “<u>Adequate Protection Liens</u>”). The SSN Adequate Protection Liens shall be subject to the Carve Out and the Permitted Liens as set forth in the Interim Order and shall be (i) solely with respect to the ABS Collateral, junior to the ABS Prepetition Liens, the ABS Adequate Protection Liens; and the DIP Liens, (ii) with respect to the Senior Secured Notes Prepetition Collateral; junior to the DIP Liens and senior to the Prepetition Senior Secured Notes Liens, and (iii) otherwise junior only to the DIP Liens.</p> <p>(c) Except as provided in the Interim Order or in the DIP Term Sheet, the Adequate Protection Liens shall not be made subject to or <i>pari passu</i> with</p>

Provision	Summary Description
	<p>any lien or security interest heretofore or hereinafter arising in the Chapter 11 Cases or any Successor Cases, and shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases or any Successor Cases or upon the dismissal of any of the Chapter 11 Cases or any Successor Cases. The Adequate Protection Liens shall not be subject to section 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be <i>pari passu</i> with or senior to the Prepetition Liens or the Adequate Protection Liens.</p> <p>(d) As further adequate protection of the interests of the ABS Trustee and the ABS Noteholders against any Diminution in Value of such interests in the ABS Prepetition Collateral, (x) the ABS Trustee, on behalf of itself and the ABS Noteholders, is hereby granted an allowed super-priority administrative expense claim in the Chapter 11 Cases and any Successor Cases against each of the Debtors, other than the Notes Debtors, under sections 503 and 507(b) of the Bankruptcy Code (the “<u>ABS 507(b) Claim</u>”). The ABS 507(b) Claim shall be subject to the Carve Out and the Permitted Liens as set forth in the Interim Order and shall be (i) solely with respect to the ABS Debtors, senior to the SSN 507(b) Claim (as defined below), and (ii) otherwise junior to the DIP Superpriority Claims and the SSN 507(b) Claim.</p> <p>(e) As further adequate protection of the interests of the Prepetition Senior Secured Notes Parties against any Diminution in Value of such interests in the Senior Secured Notes Prepetition Collateral, (x) the Prepetition Senior Secured Notes Parties are hereby granted an allowed super-priority administrative expense claim in the Chapter 11 Cases and any Successor Cases against each of the Debtors under sections 503 and 507(b) of the Bankruptcy Code (the “<u>SSN 507(b) Claim</u>” and, together with the ABS 507(b) Claim, the “<u>507(b) Claims</u>”). The SSN 507(b) Claim shall be subject to the Carve Out and the Permitted Liens as set forth in the Interim Order and shall be (i) solely with respect to the ABS Debtors, junior to the ABS 507(b) Claim and the DIP Superpriority Claims; and (ii) otherwise junior only to the DIP Superpriority Claims.</p> <p>(f) Subject to the relative priorities set forth in paragraphs (d) and (e) above, the 507(b) Claims shall have priority over all other administrative expense claims and unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (following entry of the Final Order), 507(a), 507(b), 546(c), 546(d), 552(b) (following entry of the Final Order), 726, 1113, and 1114, and any other provision of the Bankruptcy Code.</p> <p>(g) As further adequate protection of the interests of the Prepetition Secured Parties, the Debtors shall make the following periodic adequate protection payments to the Prepetition Secured Parties in cash (without the need for the filing of a formal fee application where otherwise applicable) (the “<u>Prepetition Adequate Protection Payments</u>”): (1) to the Prepetition Senior Secured Notes Parties, reasonable and documented legal fees and out-of-pocket expenses of professionals selected by the Required Holders (as defined in the Prepetition Senior Secured Notes Agreement) incurred</p>

Provision	Summary Description
	<p>or arising on or after the Petition Date, without further order from this Court within five (5) days of receipt of an invoice by the Debtors (which may be via email); (2) to the ABS Trustee, all amounts payable in respect of the Group A Notes (as defined in the Prepetition ABS Credit Documents) and reasonable and documented legal fees and out-of-pocket expenses of professionals selected by the ABS Trustee incurred or arising before, on or after the Petition Date, without further order from this Court within five (5) days of receipt of an invoice by the Debtors (which may be via email).</p> <p>(h) Notwithstanding any other provision hereof, the grant of adequate protection to the Prepetition Secured Parties pursuant to the Interim Order is without prejudice to the right of the Prepetition Secured Parties to seek modification of the grant of adequate protection provided hereby so as to provide different or additional adequate protection and without prejudice to the right of the Debtors or any other party in interest to contest any such modification.</p> <p><i>See Interim Order ¶ 8.</i></p>
<p><b>Prepayment Features</b> - Local Rule 4001-2(a)(i)(I)</p>	<p>No early repayment or prepayment of any DIP Loans or any voluntary DIP Facility commitment reductions shall be permitted without the prior written consent of the DIP Lenders.</p> <p>Mandatory prepayments of the DIP Loans shall be required in an amount equal to (i) 100% of the cash proceeds from any asset sale or series of related asset sales by the Debtors, net only of actual costs necessary to close such sale or sales and, in the case of the Library Sale, as required to pay or reserve for the ABS Obligations, in each case in accordance with terms, conditions and procedures approved by the DIP Lenders; (ii) 100% of insurance and condemnation proceeds (including the return of unearned premiums), in each case received by any Debtor; and (iii) the proceeds of any extraordinary amounts received by or on behalf of any Debtor, including without limitation, the proceeds of the incurrence of any indebtedness or any equity contributions.</p> <p>“<u>ABS Obligations</u>” means the obligations of each “Indenture Securitization Entity” (as defined in the Prepetition ABS Agreement (as defined below)) to make due and punctual payment of all monetary obligations to the “Noteholders” (as defined in the Prepetition ABS Agreement) under the Prepetition ABS Agreement or any other “Transaction Document” (as defined in the Prepetition ABS Agreement), whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising.</p> <p><i>See DIP Term Sheet at pp. 4–5.</i></p>
<p><b>Fees</b> - Bankruptcy Rule 4001(c)(1)(B) - Local Rule 4001-2(a)(i)(B)</p>	<p>As a material inducement to the DIP Lenders to make the DIP Loans to the Borrower, the Borrower shall pay the DIP Lenders the following fees:</p> <p>(a) A fee equal to 3.0% of the DIP Facility Amount, which shall be fully earned on the Petition Date (the “<u>Commitment Fees</u>”) and which fees shall be earned by the DIP Lenders in accordance with their pro rata share of the DIP Facility Amount; and</p> <p>(b) a fee equal to 2.0% of the aggregate principal amount of the DIP Loans</p>

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	<p>actually advanced under the DIP Facility (regardless of and without giving effect to any repayment or prepayment thereof) excluding the amount of the Roll up in respect thereof (the “<u>DIP Exit Fee</u>”, and together with the Commitment Fees, the “<u>DIP Fees</u>”), which fee shall be earned by the DIP Lenders in accordance with their pro rata share of the DIP Facility Amount upon the funding of the applicable DIP Loans and the effectiveness of the Roll up in respect thereof.</p> <p>All DIP Fees shall be payable to the DIP Lenders upon the Maturity Date or any prior date on which the obligations under the DIP Facility are paid in full or become due and payable. If not paid when due, the DIP Fees shall thereafter accrue interest at the default interest rate.</p> <p>See DIP Term Sheet at p. 4.</p>
<p><b>Budget</b> - Bankruptcy Rule 4001(c)(1)(B) - Local Rule 4001-2(a)(i)(E)</p> <p><b>Variance Covenant</b> - Bankruptcy Rule 4001(c)(1)(B) - Local Rule 4001-2(a)(i)(E)</p>	<p>The Debtors and the DIP Lenders have agreed to an initial budget, including a 13-week cash-flow forecast setting forth all projected cash receipts and cash disbursements on a weekly basis (the “<u>Initial DIP Budget</u>”).</p> <p>The Debtors shall provide the DIP Lenders with an updated budget by no later than 5:00 p.m. ET on each Friday prior to the end of the then-applicable DIP Budget Period (as defined below) for the subsequent 13-week period. The initial budget period shall end on June 15, 2025, and each subsequent budget period shall end every week thereafter (each, a “<u>DIP Budget Period</u>”). Each updated budget shall be deemed approved by the DIP Lenders unless the DIP Lenders notify the Borrower of any objection to the updated budget within three business days after receipt of such updated budget (each such approved budget, a “<u>Supplemental Approved DIP Budget</u>” and together with the Initial DIP Budget, the “<u>DIP Budget</u>”); <i>provided that</i> if the Borrower is timely notified of an objection to any DIP Budget, the Borrower shall be subject to and be governed by the terms of the Initial DIP Budget or Supplemental Approved DIP Budget, as applicable, then in effect. For each DIP Budget Period, the Borrower shall provide to the DIP Lenders a budget variance report/reconciliation (the “<u>Budget Variance Report</u>”) on the fifth business day following the applicable DIP Budget Period and the Budget Variance Report shall set forth in reasonable detail actual disbursements, together with a statement certifying compliance with the DIP Budget Covenant (as defined below) set forth below. The Borrower shall not permit or suffer to exist, a variance of 7.5% or more of the net cash flow from the amounts set forth in the DIP Budget (each, a “<u>Permitted Variance</u>”), tested on a cumulative rolling two week basis (the “<u>DIP Budget Covenant</u>”).</p> <p>The DIP Lenders shall have no obligation to permit the use of proceeds of DIP Loans or Cash Collateral, and the Borrower shall have no authority to use proceeds of DIP Loans or Cash Collateral, other than in accordance with the DIP Budget, subject to the DIP Budget Covenant and as set forth in the DIP Order.</p> <p>See DIP Term Sheet at pp. 13–14.</p>
<p><b>Events of Default</b> - Bankruptcy Rule 4001(c)(1)(B) - Local Rule 4001-2(a)(i)(M)</p>	<p>“Events of Default” shall include the occurrence of any of the events or circumstances set forth in the “Events of Default” section of the DIP Term Sheet and any other defaults specified as such in the DIP Orders. Any breach or violation of the terms, conditions, covenants, representations or warranties by any Debtor under the DIP Term Sheet shall constitute an Event of Default hereunder.</p>

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	<p>Without limiting the foregoing, the Events of Default set forth in Section 11.1 of the Prepetition Bridge Agreement are incorporated by reference and shall apply to the DIP Term Sheet and to the DIP Facility mutatis mutandis; <i>provided that</i> (a) the “\$20,000,000” thresholds set forth in Section 11.1(g) shall be deemed to be “\$1,000,000” for purposes of the DIP Term Sheet and (b) the “\$15,000,000” thresholds set forth in Section 11.1(k) shall be deemed to be “\$1,000,000” for purposes of the DIP Term Sheet. Each such Event of Default shall constitute an Event of Default hereunder.</p> <p>Without limiting the foregoing, an Event of Default shall exist hereunder if any of the following conditions or events shall occur and be continuing:</p> <ul style="list-style-type: none"> <li>(a) <u>Lack of Security Interest</u>. Any lien created under the Interim DIP Order or the Final DIP Order, as applicable, shall cease to be, or shall be asserted by any Debtor not to be, a valid and perfected lien, with the priority required by the Interim DIP Order or Final DIP Order, as the case may be, except as a result of a disposition of the applicable DIP Collateral in a transaction permitted under the DIP Term Sheet or as otherwise expressly permitted under the DIP Term Sheet.</li> <li>(b) <u>Dismissal of Cases; Appointment of Trustee</u>. The Bankruptcy Case shall be dismissed or converted to a case under Chapter 7 of the Bankruptcy Code or any Debtor shall file a motion or other pleading seeking the dismissal of the Bankruptcy Case under Section 1112 of the Bankruptcy Code or otherwise; a trustee under Chapter 7 or Chapter 11 of the Bankruptcy Code or an examiner with enlarged powers relating to the operation of the business (powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code shall be appointed in the Bankruptcy Case and the order appointing such trustee or examiner shall not be reversed or vacated within 30 days after the entry thereof.</li> <li>(c) <u>Superpriority Claims</u>. An order of the Bankruptcy Court shall be entered granting any party (other than the Collateral Agent and the DIP Lenders) a superpriority claim (other than the Carve-Out) in the Bankruptcy Case, which is <i>pari passu</i> with or senior to the claims of the Collateral Agent and the DIP Lenders against any Debtor under the DIP Term Sheet or any lien or security interest that is <i>pari passu</i> with or senior to the liens and security interest securing the DIP Facility, or any Debtor takes any action seeking or supporting the grant of any such claim, lien, or security interest, in each case except as expressly permitted under the DIP Term Sheet.</li> <li>(d) <u>Challenge to Order</u>. The Interim DIP Order or Final DIP Order, as applicable, shall fail to be in full force and effect, including by the entry of an order (i) reversing or vacating the Interim DIP Order or Final DIP Order, (ii) amending or modifying the Interim DIP Order or Final DIP Order without the consent of the DIP Lenders, or (iii) staying for a period in excess of seven days the Interim DIP Order or Final DIP Order (as applicable).</li> <li>(e) <u>Relief from the Automatic Stay</u>. The Bankruptcy Court shall enter an order or orders granting relief from the automatic stay applicable under Section 362 of the Bankruptcy Code to allow any one or more creditors</li> </ul>

Provision	Summary Description
	<p>(other than the Collateral Agent and the DIP Lenders) to execute upon or enforce liens on or security interests in any assets of the Debtors.</p> <p>(f) <u>Compliance with DIP Order</u>. The Debtors shall fail to comply, in any material respect, with the terms of the DIP Order.</p> <p>(g) <u>Prepetition Payments</u>. The Debtors shall make any Prepetition Payments (as defined below) other than (i) as permitted by the Interim DIP Order or the Final DIP Order, (ii) as otherwise permitted by this DIP Term Sheet, (iii) as otherwise ordered by the Bankruptcy Court and agreed in writing by DIP Lenders, or (iv) as authorized by the Bankruptcy Court (A) in accordance with the First Day Orders or any other orders of the Bankruptcy Court entered with the consent of, or without any objection by, the Collateral Agent or a DIP Lender, (B) in connection with the assumption of executory contracts and unexpired leases with the consent of, or without any objection by, the Collateral Agent or a DIP Lender, or (C) in respect of accrued payroll and related expenses and employee benefits as of the Petition Date, in each case to the extent such payments are otherwise in compliance with the DIP Budget.</p> <p>(h) <u>Sale of Assets</u>. Any Debtor shall file a motion seeking, or take any action supporting a motion seeking, or the Bankruptcy Court shall enter, an order authorizing the Library Sale or any other sale of all or substantially all of the Debtors' assets (unless, in the case of each of the foregoing, either (i)(A) the DIP Lenders consent to the filing of such motion, and (B) any order approving the sale expressly provides for application of cash proceeds in accordance with the terms of this DIP Term Sheet and is otherwise in form and substance acceptable to the DIP Lenders or (ii) the order approving such sale contemplates payment in full in cash of the DIP Facility Obligations upon consummation of such sale).</p> <p>(i) <u>Chapter 11 Milestones</u>. The failure of any Debtor to timely satisfy or cause the satisfaction of any of the Chapter 11 Milestones set forth in <u>Exhibit I</u> attached to the DIP Term Sheet.</p> <p>(j) <u>Plan of Reorganization</u>. If a Plan of Reorganization that is not an Acceptable Plan of Reorganization shall be filed by a Debtor in the Bankruptcy Case, or the Debtors shall propose or support, or fail to oppose, any such plan or motion filed by a person, other than a Debtor.</p> <p>(k) <u>Actions in Support of Breach</u>. Any Debtor shall file any application or pleading with the Bankruptcy Court or otherwise consent to any matters set forth above that would constitute an Event of Default (unless the DIP Lenders consent to such filing or consent).</p> <p><u>"Prepetition Payment"</u> means a payment (by way of adequate protection or otherwise) of principal or interest or otherwise on account of the ABS Obligations, any "Obligations" under the Prepetition Bridge Agreement or any trade payables or other prepetition claims against any Debtor.</p> <p>See DIP Term Sheet at pp. 16–19.</p>

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<b>Indemnification</b> - Bankruptcy Rule 4001(c)(1)(B)(ix)	<p>The DIP Order shall provide customary indemnification provisions for the Collateral Agent, the DIP Lenders, and each of their respective affiliates and each of their respective officers, directors, employees, agents, advisors, attorneys and representatives.</p> <p>See DIP Term Sheet at p. 21.</p>														
<b>Milestones</b> - Bankruptcy Rule 4001(c)(1)(B) - Local Rule 4001-2(a)(i)(H)	<p>The obligations of the DIP Lenders to advance the DIP Loans shall be subject to the Debtors satisfying, or causing the satisfaction of, the milestones listed below (collectively, the “<b>Chapter 11 Milestones</b>”) by the specified deadline (the “<b>Specified Deadlines</b>”) or by such later date as the Collateral Agent and the DIP Lenders may agree in writing. The non-satisfaction of any Chapter 11 Milestone by the applicable Specified Deadline (and the non-waiver of such non-satisfaction by the Collateral Agent and the DIP Lenders in their sole and absolute discretion) shall be an Event of Default under the Operative Documents.</p> <table border="1" data-bbox="573 751 1393 1402"> <thead> <tr> <th data-bbox="573 751 1027 787"><b>Chapter 11 Milestone</b></th> <th data-bbox="1027 751 1393 787"><b>Specified Deadline</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="573 787 1027 1035">Filing with the Bankruptcy Court of the DIP Motion and such other first day papers as may be approved or requested by the Collateral Agent or the DIP Lenders, all of which shall be in form and substance acceptable to the Collateral Agent or DIP Lenders, as applicable</td> <td data-bbox="1027 787 1393 1035">No later than two (2) business days after the Petition Date</td> </tr> <tr> <td data-bbox="573 1035 1027 1098">Entry by the Bankruptcy Court of the Interim DIP Order</td> <td data-bbox="1027 1035 1393 1098">No later than three (3) business days after the Petition Date</td> </tr> <tr> <td data-bbox="573 1098 1027 1161">Entry by the Bankruptcy Court of a Bidding Procedures Order</td> <td data-bbox="1027 1098 1393 1161">No later than 25 calendar days after the Petition Date</td> </tr> <tr> <td data-bbox="573 1161 1027 1255">Entry by the Bankruptcy Court of the Final DIP Order (approving, among other things, the Roll-up)</td> <td data-bbox="1027 1161 1393 1255">No later than 35 calendar days after the Petition Date</td> </tr> <tr> <td data-bbox="573 1255 1027 1350">Entry of the Sale Order</td> <td data-bbox="1027 1255 1393 1350">No later than 56 calendar days after entry of the Bidding Procedures Order</td> </tr> <tr> <td data-bbox="573 1350 1027 1402">Closing of the Library Sale</td> <td data-bbox="1027 1350 1393 1402">No later than 19 calendar days after entry of the Sale Order</td> </tr> </tbody> </table>	<b>Chapter 11 Milestone</b>	<b>Specified Deadline</b>	Filing with the Bankruptcy Court of the DIP Motion and such other first day papers as may be approved or requested by the Collateral Agent or the DIP Lenders, all of which shall be in form and substance acceptable to the Collateral Agent or DIP Lenders, as applicable	No later than two (2) business days after the Petition Date	Entry by the Bankruptcy Court of the Interim DIP Order	No later than three (3) business days after the Petition Date	Entry by the Bankruptcy Court of a Bidding Procedures Order	No later than 25 calendar days after the Petition Date	Entry by the Bankruptcy Court of the Final DIP Order (approving, among other things, the Roll-up)	No later than 35 calendar days after the Petition Date	Entry of the Sale Order	No later than 56 calendar days after entry of the Bidding Procedures Order	Closing of the Library Sale	No later than 19 calendar days after entry of the Sale Order
<b>Chapter 11 Milestone</b>	<b>Specified Deadline</b>														
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Entry by the Bankruptcy Court of the Final DIP Order (approving, among other things, the Roll-up)	No later than 35 calendar days after the Petition Date														
Entry of the Sale Order	No later than 56 calendar days after entry of the Bidding Procedures Order														
Closing of the Library Sale	No later than 19 calendar days after entry of the Sale Order														
<b>Entities with Interests in Cash Collateral</b> - Bankruptcy Rule 4001(b)(1)(B)(i)	<p>The Prepetition Secured Parties have an interest in the Cash Collateral.</p> <p>See Interim Order ¶ 6.</p>														
<b>Carve Out</b> - Bankruptcy Rule 4001(c)(1)(B) - Local Rule 4001-2(a)(i)(F)	<p>Notwithstanding anything to the contrary in this Interim Order, any other DIP Credit Documents, or any other order of this Court to the contrary, the rights and claims of the DIP Lenders, including the DIP Liens and DIP Superpriority Claims, shall be subject and subordinate in all respects to the payment of the Carve Out. As used in this Interim Order, “<b>Carve Out</b>” means the following expenses: (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee pursuant to 28 U.S.C. § 1930(a) (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses incurred by a trustee under section 726(b) of the Bankruptcy Code in an amount not to exceed \$25,000 (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all (A) unpaid</p>														

Provision	Summary Description
	<p>fees and expenses (other than any restructuring, sale, success, or other transaction fee of any investment bankers or financial advisors of the Debtors (the “<u>Allowed Debtor Professional Fees</u>”)) incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (collectively, the “<u>Debtor Professionals</u>”) and (B) unpaid fees and expenses (the “Allowed Committee Professional Fees” and together with the Allowed Debtor Professional Fees, collectively, the “Allowed Professional Fees”) incurred by persons or firms retained by any statutory committees appointed in the Cases (each, a “<u>Committee</u>”) pursuant to section 328 or 1103 of the Bankruptcy Code (the “<u>Committee Professionals</u>” and, together with the Debtor Professionals, the “<u>Professional Persons</u>”) at any time before or on the first calendar day following delivery by the DIP Lenders of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice (these clauses (i) through (iii), the “<u>Pre-Carve Out Trigger Amounts</u>”); and (iv) Allowed Debtor Professional Fees not to exceed \$300,000 and Allowed Committee Professional Fees not to exceed \$50,000, incurred after the first calendar day following delivery by the DIP Lenders of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the “<u>Post-Carve Out Trigger Notice Cap</u>,” and together with the Pre-Carve Out Trigger Amounts, the “<u>Carve Out Amount</u>”). For purposes of the foregoing, “<u>Carve Out Trigger Notice</u>” shall mean a written notice delivered by email (or other electronic means) by the DIP Lenders to the Debtors, their restructuring counsel, the U.S. Trustee, and counsel to the Committee (if any), which notice may be delivered following the occurrence and during the continuation of an Event of Default and acceleration of the DIP Obligations under the DIP Facility, stating that the Post-Carve Out Trigger Notice Cap has been invoked.</p> <p><u>Carve Out Funded Reserve</u>. For the period prior to the delivery of the Carve Out Trigger Notice, the Debtors shall fund from the DIP Facility or cash on hand into a segregated account (the “<u>Funded Reserve Account</u>”) held by a third-party in trust for the benefit of Professional Persons the amounts set forth in the Initial DIP Budget for Professional Persons. The Debtors shall use funds held in the Funded Reserve Account exclusively to pay Allowed Professional Fees and other obligations included within the Carve Out in accordance with the Initial DIP Budget as they become allowed and payable pursuant to the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any interim or final orders of the Court; provided that when all Allowed Professional Fees provided for in the Initial DIP Budget that have funded into the Funded Reserve Account have been paid, any unused funds remaining in the Funded Reserve Account for those periods shall revert to the DIP Collateral Agent for the benefit of the DIP Lenders. Funds transferred to the Funded Reserve Account shall be subject to the DIP Liens and DIP Superpriority Claims granted hereunder solely to the extent of such reversionary interest; provided, that, for the avoidance of doubt, such liens and claims shall be subject in all respects to the Carve Out.</p> <p><u>Carve Out Funding</u>. Notwithstanding anything in the DIP Credit Documents to the contrary, on the day on which a Carve Out Trigger Notice is validly delivered (the “<u>Carve Out Trigger Notice Date</u>”), the Carve Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to first pay all DIP fees and DIP Lender expenses, then to fund to the Funded Reserve Account an amount equal to the then-unpaid amounts of the Allowed Professional Fees for the period prior to the Carve</p>

Provision	Summary Description
	<p>Out Trigger Notice Date. All funds in the Funded Reserve Account shall be used to pay the Pre-Carve Out Trigger Amounts, but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until paid in full, and then, to pay the obligations set forth in the Post-Carve Out Trigger Notice Cap, and then, to the extent the Funded Reserve Account has not been reduced to zero, to pay the DIP Collateral Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all DIP Obligations have been terminated, in which case any such excess shall be paid to the Debtors. Further, notwithstanding anything to the contrary in the Interim Order, (i) disbursements by the Debtors from the Funded Reserve Account shall not constitute DIP Loans or increase or reduce the DIP Obligations and (ii) the failure of the Funded Reserve Account to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, which shall be senior to all DIP Superpriority Claims.</p> <p>The failure of the Funded Reserve Account to satisfy Professional Fees in full shall not affect the priority of the Carve Out; <i>provided</i> that, to the extent that the Funded Reserve Account is actually funded, the Carve Out shall be reduced by such funded amount dollar-for-dollar. In no way shall the Initial DIP Budget, Carve Out, Post-Carve Out Trigger Notice Cap, Funded Reserve Account, or any of the terms of the Interim Order be construed as a cap or limitation on the amount of the Allowed Debtor Professional Fees due and payable by the Debtors or that may be allowed by the Court at any time (whether by interim order, final order, or otherwise), but rather only a cap on the amount of Allowed Professional Fees that is entitled to the priority of the Carve Out. Any payment or reimbursement made prior to the occurrence of the Carve Out Trigger Notice Date in respect of any Allowed Professional Fees shall not reduce the Post-Carve Out Trigger Notice Cap.</p> <p>None of the DIP Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Persons incurred in connection with the Cases or any Successor Cases. Nothing in this Interim Order or otherwise shall be construed to obligate the DIP Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Persons or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.</p> <p><i>See Interim Order ¶ 9.</i></p>
<p><b>Liens and Priorities</b>  - Bankruptcy Rule 4001(c)(1)(B)(i)  - Local Rule 4001-2(a)(i)(D), 4001-2(a)(i)(G), 4001-2(a)(i)(J), 4001-2(a)(i)(N), 4001-2(a)(i)(U)</p>	<p>(a) <u>Superpriority Claims</u>. Subject to the Carve-Out and the DIP Order, the DIP Facility Obligations are entitled pursuant to section 364(c)(1) of the Bankruptcy Code (without the need to file a proof of claim) to a joint and several superpriority claim against the Debtors, with priority over any and all other obligations, liabilities, and indebtedness against the Debtors, now existing or hereafter arising, of any kind whatsoever, including on the proceeds of Avoidance Actions following entry of the Final DIP Order (but not the Avoidance Actions themselves), and including any and all administrative expenses or other claims of the kind specified in or arising under sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (following entry of the Final DIP Order), 507(a), 507(b), 546(c), 546(d), 552(b) (following entry of the Final DIP Order), 726, 1113, or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment, whether now in existence or hereafter incurred by the Debtors, and shall at all times be senior to the rights of the Debtors, each Debtor's estate and any successor trustee, estate representative, or any creditor, in the Bankruptcy Case or any subsequent cases or</p>

Provision	Summary Description
	<p>proceedings under the Bankruptcy Code (the “<u>DIP Superpriority Claim</u>”), and the DIP Superpriority Claim shall have recourse to and be payable from all prepetition and postpetition assets of the Debtors, including, but not limited to, the DIP Collateral.</p> <p>(b) <u>Lien on Unencumbered Assets</u>. Subject to the Carve-Out and the DIP Order, pursuant to section 364(c)(2) of the Bankruptcy Code, the DIP Facility Obligations are secured by a perfected first priority lien on all DIP Collateral that is not subject to valid, perfected, and non-avoidable liens as of the Petition Date and such liens are perfected without the necessity of the execution or filing of mortgages, security agreements, pledge agreements, financing statements, or other agreements.</p> <p>(c) <u>Junior Lien on Certain Encumbered Assets</u>. Subject to the Carve-Out and the DIP Order, pursuant to section 364(c)(3) of the Bankruptcy Code, the DIP Facility Obligations are secured by a perfected lien on all DIP Collateral (other than DIP Collateral described in clauses (b) and (d) of this Section, as to which the liens in favor of the Collateral Agent are as described in such sections) that is subject to valid and non-avoidable liens as of the Petition Date that were granted as security for the obligations under or in connection with the Prepetition ABS Agreement (as defined below) and which were perfected as of the Petition Date (the “<u>Junior Lien Collateral</u>”), which liens are junior to such valid, perfected, and non-avoidable liens and are perfected without the necessity of the execution or filing of mortgages, security agreements, pledge agreements, financing agreements, or other agreements.</p> <p>(d) <u>Priming Lien on Certain Encumbered Assets</u>. Subject to the Carve-Out and the DIP Order, pursuant to section 364(d)(1) of the Bankruptcy Code, the DIP Facility Obligations are secured by a perfected first priority, senior priming lien on all the DIP Collateral on which liens were granted as security other than the Junior Lien Collateral, all of which existing liens, rights, and interests (the “<u>Primed Liens</u>”) shall be primed by and made subject and subordinate to the perfected first priority senior lien to be granted to the Collateral Agent for its and the DIP Lenders’ benefit (the “<u>Priming Lien</u>”), which Priming Lien also primes any liens granted after the Petition Date to provide adequate protection in respect of any of the Primed Liens, and such liens are perfected without the necessity of the execution or filing of mortgages, security agreements, pledge agreements, financing statements, or other agreements.</p> <p>(e) <u>Carve-Out</u>. The priorities set forth above are subject, in each case, only to the “Carve-Out” as defined in the Final DIP Order, or, prior to the entry of the Final DIP Order, the Interim DIP Order. All of the liens and security interests described in this Section shall be effective and perfected as of the date that the Bankruptcy Court enters the Interim DIP Order, without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements, or other agreements or documents.</p> <p>The Debtors shall execute and deliver to the Collateral Agent (for recordation or filing, as appropriate) such mortgages and pledges (and other security instruments), and be authorized pursuant to the DIP Order to file such financing statements and other instruments and documents, as shall be advisable (as determined by the Collateral Agent) to evidence and secure the DIP Facility Obligations. The cost of such recordation and filing shall be set forth in the DIP Budget.</p>

Provision	Summary Description
	<p>“Prepetition ABS Agreement” means (a) that certain Base Indenture, dated as of November 10, 2020, among VR Funding LLC and VR Films Holdings (BVI) Limited, as the Parent Co-Issuers, and U.S. Bank National Association, as the Trustee, as supplemented by (b) that certain Group A Supplement dated as of November 10, 2020 among VR Funding LLC, VR Film Holdings (BVI) Limited, Village Roadshow Films (BVI) Limited, Village Roadshow Films North America Inc., Village Roadshow Films Global Inc. and Village Roadshow VS Films LLC, as Group A Co-Issuers, and U.S. Bank National Association, as the Trustee, as supplemented by (c) that certain Series 2020-1 Supplement dated as of November 10, 2020 among the Group A Co-Issuers and U.S. Bank National Association, as the Trustee, and (d) that certain Second Supplement to Group A Supplement dated as of September 29, 2023 in each case, as amended, supplemented or otherwise modified from time to time.</p> <p>See DIP Term Sheet at pp. 7–9.</p> <p><b><u>Explanation Pursuant to Local Rule 4001-2(a)(i):</u></b></p> <p>As discussed in further detail below, the liens and priorities contemplated by the DIP Term Sheet are key conditions for the DIP Lenders to provide the DIP Facility. Without such liens and priorities, the DIP Lenders would not be willing to provide the DIP Facility or extend credit to the Debtors thereunder. In light of these circumstances, such liens and priorities are reasonable, appropriate, a sound exercise of the Debtors’ business judgment, and the Debtors request that they be approved.</p>
<p><b>Section 506(c) Waiver;</b>  <b>Section 552(b)</b>  - Bankruptcy Rule  4001(c)(1)(B)(x);  4001(c)(1)(B)  - Local Rule 4001-  2(a)(i)(C); 4001-2(a)(i)(V),  4001-2(a)(i)(W)</p>	<p>Subject to and effective upon entry of the Final Order, the Debtors shall be deemed to have waived the provisions of section 506(c) of the Bankruptcy Code and any “equities of the case” exception under section 552(b) of the Bankruptcy Code as part of the DIP Facility. Further, subject to and effective upon entry of the Final Order, no expenses of administration of the Chapter 11 Cases or any other proceedings superseding or related to the foregoing (“Successor Cases”) shall be charged against or recovered from the DIP Collateral pursuant to section 506(c) of the Bankruptcy Code, the enhancement of collateral provisions of section 552 of the Bankruptcy Code, or any other legal or equitable doctrine (including, without limitation, unjust enrichment) or any similar principle of law, without the prior written consent of the DIP Lenders and the ABS Trustee, and no consent shall be implied from any action, inaction, or acquiescence by the DIP Secured Parties or the ABS Trustee.</p> <p>See Interim Order ¶ H.</p> <p><b><u>Explanation Pursuant to Local Rule 4001-2(a)(i):</u></b></p> <p>As discussed in further detail below, the 506(c) and 552(b) waivers contemplated by the DIP Term Sheet and the Interim Order are key conditions for the DIP Lenders to provide the DIP Facility. Without waivers, the DIP Lenders would not be willing to provide the DIP Facility or extend credit to the Debtors thereunder. In light of these circumstances, the waivers are reasonable, appropriate, a sound exercise of the Debtors’ business judgment, and the Debtors request that they be approved.</p>

Provision	Summary Description
<p><b>Release</b> - Bankruptcy Rule 4001(c)(1)(B)(viii)</p>	<p>Each Debtor, for itself and its successors, assigns, parents, subsidiaries, affiliates, predecessors, employees, agents, heirs and executors, as applicable, hereby fully and unconditionally releases each of the Collateral Agent, the DIP Lenders, the “Secured Parties” under and as defined in the Prepetition Bridge Agreement, the “Noteholders” and the “Trustee” each under and as defined in the Prepetition ABS Agreement, each in its capacity as such, and each of their respective directors, officers, employees, subsidiaries, affiliates, attorneys, financial advisors, investment bankers, agents, representatives, successors and assigns (collectively, the “<u>Released Parties</u>”) from any and all claims, causes of action, costs or demands of whatever kind or nature, whether known or unknown, liquidated or unliquidated, fixed or contingent, asserted or unasserted, foreseen or unforeseen, or matured or unmatured, which the Debtor may have had against the Released Parties by reason of any act or omission on the part of the Released Parties occurring prior to the date hereof, in each case regarding or relating to this DIP Term Sheet, the DIP Facility, the Operative Documents or any document or instrument relating thereto, the Prepetition Bridge Agreement, the “Note Documents” (as defined in the Prepetition Bridge Agreement), or any document or instrument relating thereto, or the Prepetition ABS Agreement, the “Transaction Documents” (as defined in the Prepetition ABS Agreement), or any document or instrument relating thereto (collectively, the “<u>Released Matters</u>”); <i>provided</i>, that Released Matters shall not include any claims, causes of action, costs or demands of whatever kind or nature, whether known or unknown, liquidated or unliquidated, fixed or contingent, asserted or unasserted, foreseen or unforeseen, or matured or unmatured, resulting primarily from the gross negligence or willful misconduct of the Released Parties, as determined by a court of competent jurisdiction in a final and non-appealable judgment or order. Each Debtor represents and warrants that (i) it has no knowledge of any such claims by it against the Released Parties and (ii) that the foregoing constitutes a full and complete release of all such claims.</p> <p><i>See</i> DIP Term Sheet at pp. 20–21.</p>
<p><b>Stipulations to Prepetition Liens and Claims &amp; Challenge Period</b> - Bankruptcy Rule 4001(c)(1)(B)(iii) - Local Rule 4001-2(a)(i)(B), 4001-2(a)(i)(L), 4001-2(a)(i)(Q)</p>	<p>The admissions, stipulations, agreements, releases, and waivers set forth in this Interim Order (collectively, the “<u>Prepetition Lien and Claim Stipulations</u>”) are and shall be binding on the Debtors. In addition, the Prepetition Lien and Claim Stipulations shall be binding on any subsequent trustee, responsible person, examiner with expanded powers, any other estate representative, and all creditors and parties in interest and all of their successors in interest and assigns, including a Committee (if appointed), unless, and solely to the extent that, a party in interest with standing and requisite authority (other than the Debtors, as to which any Challenge (as defined below) is irrevocably waived and relinquished) (i) has timely filed the appropriate pleadings and timely commenced the appropriate proceeding required under the Bankruptcy Code and Bankruptcy Rules, including as required pursuant to Part VII of the Bankruptcy Rules (in each case subject to the limitations set forth in this paragraph 12) challenging the Prepetition Lien and Claim Stipulations (each such proceeding or appropriate pleading commencing a proceeding or other contested matter, a “<u>Challenge</u>”) by no later than seventy-five (75) calendar days from the entry of this Interim Order (the “<u>Challenge Deadline</u>” and, such period, the “<u>Challenge Period</u>”), as such applicable date may be extended in writing from time to time in the sole discretion of each of the ABS Trustee or the Prepetition Senior Secured Noteholders, as applicable (without additional notice to or approval from this Court), or by this Court for good cause shown pursuant to an application filed by a party in interest prior to the expiration of the Challenge Deadline; and (ii) this Court enters judgment in favor of the plaintiff or</p>

Provision	Summary Description
	<p>movant in any such timely and properly commenced Challenge proceeding and any such judgment has become a final judgment that is not subject to any further review or appeal. Notwithstanding the foregoing, if a chapter 11 trustee is appointed or the Chapter 11 Cases are converted to chapter 7 prior to the expiration of the Challenge Deadline, the chapter 11 trustee or chapter 7 trustee, as applicable, shall have until the later of the Challenge Deadline or the tenth (10th) day after the appointment of the chapter 11 trustee or the conversion of the Chapter 11 Cases to chapter 7, as applicable, to commence a Challenge, subject to any further extension by order of the Court for cause. Subject to the entry of the Final Order, the timely filing of a motion seeking standing to file a Challenge before the termination of the Challenge Period shall toll the Challenge Deadline only as to the party that timely filed such standing motion and only with respect to the specific Challenges identified in such standing motion until such motion is resolved or adjudicated by the Court. Any pleadings, including, but not limited to, the complaint, filed in any Challenge proceeding shall set forth with specificity the basis for such Challenge (and any Challenge not so specified prior to the Challenge Deadline shall be deemed forever waived, released and barred). The Court may fashion any appropriate remedy following a successful Challenge.</p> <p><i>See Interim Order ¶ 12.</i></p> <p><b><u>Explanation Pursuant to Local Rule 4001-2(a)(i):</u></b></p> <p>As discussed in further detail below, the stipulations detailed above are key conditions for the DIP Lenders to provide the DIP Facility. Without such stipulations, the DIP Lenders would not be willing to provide the DIP Facility or extend credit to the Debtors thereunder. In light of these circumstances, the stipulations are reasonable, appropriate, a sound exercise of the Debtors' business judgment, and the Debtors request that they be approved.</p>
<p><b>Waiver/Modification of Applicability of Non-Bankruptcy Law Relating to Perfection or Enforceability of Liens</b> - Bankruptcy Rule 4001(c)(1)(B)(vii)</p>	<p>To the extent no Challenge is timely and properly commenced by the Challenge Deadline, or to the extent such proceeding does not result in a final and non-appealable judgment or order of this Court that is inconsistent with the Prepetition Lien and Claim Stipulations, then, without further notice, motion, or application to, order of, or hearing before this Court and without the need or requirement to file any proof of claim, (x) the obligations in respect of the Prepetition Credit Documents shall constitute allowed claims, not subject to any claims and defenses (whether characterized as a counterclaim, setoff, subordination, recharacterization, defense, avoidance, contest, attack, objection, recoupment, reclassification, reduction, disallowance, recovery, disgorgement, attachment, "claim" (as defined by Bankruptcy Code section 101(5)), impairment, subordination (whether equitable, contractual or otherwise) or other challenge of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law), for all purposes in these Chapter 11 Cases and any subsequent chapter 7 case; (y) the Prepetition Liens shall not be subject to any other or further Challenge, including, without limitation, any claims and defenses, which shall be deemed to be forever waived and barred, and all parties in interest shall be enjoined from seeking to exercise the rights of the Debtors' estates, including any successor thereto (including any estate representative or a trustee, whether such trustee is appointed or elected prior to or following the expiration of the Challenge Period); and (z) the Prepetition Lien and Claim Stipulations shall, pursuant to this Interim Order, be of full force and effect and forever binding upon the applicable Debtor's estate and all creditors, interest holders and other parties in interest, including a trustee, responsible individual,</p>

Provision	Summary Description
	<p>examiner with expanded powers, or other representative of the Debtors' estates, in these Chapter 11 Cases and any Successor Cases.</p> <p>Notwithstanding anything to the contrary herein, if any such Challenge proceeding is properly and timely commenced, the Prepetition Lien and Claim Stipulations shall nonetheless remain binding on all other parties in interest and preclusive as provided in subparagraph (b) above, except to the extent that any of such Prepetition Lien and Claim Stipulations is expressly the subject of a timely and properly filed Challenge, which Challenge is successful as set forth in a final judgment as provided in subparagraph (b) above. To the extent any such Challenge proceeding is timely and properly commenced, the Prepetition Secured Parties shall be entitled to payment of the related costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred under the Prepetition Credit Documents in defending themselves in any such proceeding as adequate protection. Nothing in this Interim Order vests or confers on any person, including the Committee (if any), standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to the Prepetition Lien and Claim Stipulations, and all rights to object to such standing are expressly reserved.</p> <p><i>See Interim Order ¶ 12.</i></p>
<p><b>Limitation on Remedies Hearing</b> - Local Rule 4001-2(a)(i)(T)</p> <p><b>Waiver/Modification of the Automatic Stay</b> - Bankruptcy Rule 4001(c)(1)(B)(iv) - Local Rule 4001-2(a)(i)(S)</p>	<p>The Debtors shall promptly provide notice to counsel to the DIP Secured Parties, counsel to the ABS Trustee, and counsel to the Committee (if any) of the occurrence of any DIP Termination Event. Upon the occurrence and during the continuation of a DIP Termination Event (regardless of whether the Debtors have given the notice described in the previous sentence), and subject to the full funding of the Carve Out, and following the giving of not less than five (5) business days' prior written notice of such occurrence by the DIP Lenders, which may be via email, to the Debtors and their counsel, counsel to the ABS Trustee, counsel for the Committee, if any, and the U.S. Trustee (such notice, the "<u>Remedies Notice</u>," and such period, the "<u>Remedies Notice Period</u>"), (i) the DIP Secured Parties shall be entitled to exercise any of their rights and remedies against the DIP Collateral available to them under this Interim Order, the DIP Credit Documents, and applicable non-bankruptcy law in accordance with the DIP Credit Documents, (ii) the Prepetition Secured Parties may exercise any rights and remedies to satisfy the Prepetition Obligations and Adequate Protection Obligations, subject to the DIP Obligations, the DIP Superpriority Claims, the Permitted Liens (if any), and the Carve Out, in accordance with the relative lien priorities with respect to the applicable collateral as set forth in <u>Exhibit C</u> hereto and in accordance with the Prepetition Credit Documents; and (iii) any obligation otherwise imposed on the DIP Secured Parties to provide any loan or advance to the Debtors pursuant to the DIP Credit Documents shall immediately be terminated. Nothing in this Interim Order shall limit the ability of any party to immediately exercise rights and remedies with respect any non-Debtor.</p> <p>Notwithstanding the preceding paragraph, immediately following the giving of notice by the DIP Lenders of the occurrence of a DIP Termination Event, and subject to the full funding of the Carve Out: (i) the Debtors shall continue to deliver and cause the delivery of the proceeds of DIP Collateral to the DIP Lenders as provided in the DIP Term Sheet and this Interim Order; (ii) the DIP Lenders shall continue to apply such proceeds in accordance with the provisions of this</p>

Provision	Summary Description
	<p>Interim Order and of the DIP Term Sheet; (iii) the Debtors shall have no right to use any of such proceeds other than towards the satisfaction of the DIP Obligations and the Carve Out, or as otherwise agreed by the DIP Lenders in writing in their respective sole discretion; and (iv) any obligation otherwise imposed on the DIP Lenders to provide any loan or advance to the Debtors pursuant to the DIP Credit Documents shall immediately be suspended. Upon delivery of a Remedies Notice, each of the DIP Secured Parties, the Prepetition Secured Parties, the Debtors, and the Committee (if any) as applicable, consent to a hearing on an expedited basis to consider (x) whether a DIP Termination Event has occurred and (y) any appropriate relief; <i>provided</i> that if a request for such hearing is made prior to the end of the Remedies Notice Period, then the Notice Period shall be continued until the Court hears and rules with respect thereto. At the end of the Remedies Notice Period, unless this Court has entered an order to the contrary or otherwise fashioned an appropriate remedy, the Debtors' right to use Cash Collateral shall immediately cease, unless otherwise provided herein, and the Prepetition Secured Parties, and the DIP Secured Parties shall have the right set forth in paragraph (a) immediately above, without the necessity of seeking relief from the automatic stay.</p> <p>Nothing included herein shall prejudice, impair, or otherwise affect the DIP Secured Parties' or the ABS Trustee's rights to seek any other or supplemental relief in respect of the DIP Secured Parties' or the ABS Trustee's rights, as provided in the DIP Term Sheet or the other DIP Facility Documents.</p> <p><i>See Interim Order ¶ 18.</i></p>
<p><b>Marshaling</b> - Local Rule 4001-2(a)(i)(X)</p>	<p>Subject to entry of the Final Order, the DIP Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral.</p> <p><i>See Interim Order ¶ 22(e).</i></p>

## **THE DEBTORS' PREPETITION CAPITAL STRUCTURE AND THE DIP FACILITY**

### **I. Prepetition Capital Structure**

14. As of the Petition Date, the Debtors have an aggregate principal amount of approximately \$386,895,702.13 in funded debt obligations, consisting of the ABS Facility and the Senior Secured Notes (each as defined below and, together, the "Prepetition Secured Debt Facilities"), as summarized below:

<b>Funded Debt</b>	<b>Approximate Principal Amount Outstanding</b>
<b>Senior Secured Notes</b>	\$163,075,096.60
<b>ABS Facility</b>	\$223,820,605.53
<b>Total Funded Debt Obligations</b>	\$386,895,702.13

**A. The Senior Secured Notes**

15. Certain of the Debtors have outstanding secured debt obligations in the aggregate outstanding principal amount of approximately \$163,075,096.60 arising under senior secured notes (the “Senior Secured Notes”) issued pursuant to that certain *Fifth Amended and Restated Note Purchase Agreement* dated as of January 21, 2025 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Prepetition Senior Secured Notes Agreement”), by and among VREG-BVI, as borrower, the subsidiary guarantors referred to therein<sup>6</sup> (the “Subsidiary Guarantors,” and together with VREG-BVI, the “Notes Debtors”), the noteholders listed therein (the “Prepetition Senior Secured Noteholders”), and Wilmington Savings Fund Society, FSB, as collateral agent (the “Prepetition Senior Secured Notes Collateral Agent,” and together with the Prepetition Senior Secured Noteholders, the “Prepetition Senior Secured Notes Parties”),

16. Pursuant to the Prepetition Senior Secured Notes Agreement and the other security and credit documents related thereto (collectively, the “Prepetition Senior Secured Notes Credit Documents”), the obligations of the Notes Debtors under the Senior Secured Notes (the “Prepetition Senior Secured Notes Obligations”) are secured on first-priority basis by liens

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<sup>6</sup> The Subsidiary Guarantors under the Senior Secured Notes are Crescent Film Holdings Limited, Village Roadshow Entertainment Group USA Inc., Village Roadshow Pictures Entertainment Inc., Village Roadshow Holdings USA Inc., VREG IP Global LLC, VREG WW IP Global LLC, VREG MM2 IP Global LLC, VREG J2 Global LLC, and VREG OP Global LLC.

(the “Prepetition Senior Secured Notes Liens”) on substantially all of the assets of the Notes Debtors (the “Senior Notes Collateral”). The Senior Notes Collateral includes (a) the Debtors’ rights to produce, distribute, and otherwise exploit remakes, sequels, and prequels of the pictures comprising the Film Library (the “Derivative Rights”), which the Debtors co-own with certain studio partners, and (b) the Debtors’ assets related to their studio business centered around the development and production of independent films and scripted and unscripted television series (the “Studio Business”).<sup>7</sup> The Senior Secured Notes are further secured by a senior pledge of the equity interests of each of (a) the Subsidiary Guarantors, (b) Village Roadshow Distribution (BVI) Limited (“VRD-BVI”), (c) Village Roadshow Productions (BVI) Limited (“VRP-BVI”), (d) Village Roadshow Film Management Pty Ltd (“VRFAM”), and (e) Village Roadshow Distribution USA Inc. (“VRD-USA”).

17. The most recent amendment and restatement of the Prepetition Senior Secured Notes Agreement, which was entered into on January 21, 2025, operated to extend certain maturity dates under that certain *Fourth Amended and Restated Note Purchase Agreement* and allowed the Notes Debtors to issue additional Senior Secured Notes in the aggregate principal amount of approximately \$5,786,104.96 (the “Bridge Notes”).<sup>8</sup> The Bridge Notes provided the Debtors with a vital infusion of liquidity that was needed to meet immediate operating expense obligations, negotiate the definitive terms of a proposed sale transaction for the Library Assets, and prepare for a smooth transition into chapter 11.

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<sup>7</sup> For avoidance of doubt, the Senior Notes Collateral does not include the Library Assets (as defined below).

<sup>8</sup> For the avoidance of doubt, the aggregate principal amount outstanding on account of the Senior Secured Notes—*i.e.*, \$163,075,096.60—is inclusive of the \$5,786,104.96 amount on account of the Bridge Notes.

**B. The ABS Facility**

18. Certain of the Debtors have outstanding secured debt obligations in the aggregate outstanding principal amount of approximately \$223,820,605.53 arising under asset-backed secured notes (the “ABS Facility”) issued pursuant to that certain *Base Indenture*, dated as of November 10, 2020 (the “Base Indenture”), by and among Debtor VR Funding LLC (“VR Funding”) and Debtor VR Films Holdings (BVI) Limited (“VRFH-BVI”), as parent co-issuers (together, the “Parent Co-Issuers”) and U.S. Bank National Association, as trustee (the “ABS Trustee,” and together with the Prepetition Senior Secured Notes Collateral Agent, the “Prepetition Agents”), as supplemented by that certain *Group A Supplement*, dated as of November 10, 2020 (the “Group A Supplement”), among the Parent Co-Issuers, Debtor Village Roadshow Films (BVI) Limited (“VRF-BVI”, Debtor Village Roadshow Films North America Inc. (“VRFNA”), Debtor Village Roadshow Films Global Inc. (“VRFG”), and Debtor Village Roadshow VS Films LLC (“VRVS Films”), as subsidiary co-issuers (collectively, the “Group A Subsidiary Co-Issuers,” and together with the Parent Co-Issuers, the “ABS Co-Issuers”) and the ABS Trustee, as further supplemented by the *Series 2020-1 Supplement*, dated as of November 10, 2020 (the “Series Supplement,” together with the Base Indenture and the Group A Supplement, and as amended, supplemented, or otherwise modified from time to time, the “Prepetition ABS Agreement”), among the ABS Co-Issuers and the ABS Trustee.

19. Pursuant to the Prepetition ABS Agreement and the other security and credit documents related thereto (collectively, the “Prepetition ABS Credit Documents,” and together with the Prepetition Senior Secured Notes Credit Documents, the “Prepetition Credit Documents”), the obligations of the ABS Co-Issuers under the ABS Facility (the “Prepetition ABS Obligations,” and together with the Prepetition Senior Secured Notes Obligations, the “Prepetition Obligations”) are secured on a first-priority basis by liens (the “Prepetition ABS Liens,” and

together with the Prepetition Senior Secured Notes Liens, the “Prepetition Liens”), in favor of the ABS Trustee and for the benefit of the noteholders under the Prepetition ABS Agreement (the “ABS Noteholders,” together with the ABS Trustee, the “Prepetition ABS Secured Parties,” and the Prepetition ABS Secured Parties and the Prepetition Senior Secured Notes Parties, collectively, the “Prepetition Secured Parties”) on substantially all of the assets of the ABS Co-Issuers (the “ABS Collateral,” and together with the Senior Secured Notes Collateral, the “Prepetition Collateral”), including the ABS Co-Issuers’ undivided interest in their relevant percentage of the intellectual property, distribution rights, cash flows, and other property related to their library of 108 feature films (the “Library Assets”).<sup>9</sup>

20. In the weeks leading up to the Petition Date, counsel for the Debtors and counsel to the ABS Trustee met and conferred in good faith to discuss the terms by which the ABS Trustee may be able to provide support for the Debtors’ postpetition financing transaction and the sale of the ABS Collateral under section 363 of the Bankruptcy Code, which is set forth in greater detail in the Bid Procedures and Sale Motion. Those discussions have been fruitful. The Debtors and the ABS Trustee have agreed upon the form of an agreement, substantially in the form attached hereto as **Exhibit B** (the “Transaction Support Agreement”), which, if executed, would formalize the ABS Trustee’s support of the DIP Facility and the sale of the ABS Collateral, subject to the terms and conditions set forth therein. Specifically, the ABS Trustee has made clear that it will not enter into the Transaction Support Agreement without first receiving affirmative direction from a required majority of the ABS Noteholders. By this Motion, the Debtors are seeking authority, but not direction, to enter into the Transaction Support Agreement so that they may be in a position

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<sup>9</sup> For avoidance of doubt, the ABS Collateral does not include (i) the Studio Business or (ii) the Derivative Rights.

to do so without further order of the Court if and when the ABS Trustee receives affirmative direction from a required majority of the ABS Noteholders.

**C. VREG-BVI's Equity**

21. VREG-BVI is the parent holding company and the direct or indirect controlling member and/or shareholder of each of its Debtor subsidiaries. VREG-BVI is a limited liability company incorporated in the British Virgin Islands and has 60,000,000 shares of common stock issued and outstanding as of the Petition Date. The stockholders in VREG-BVI are Vine Media Opportunities – Fund III, LP, Vine Media Opportunities – Fund III-A, LP, Vine Media Opportunities – Fund III-B, LP, Vine Westcon SPV, LP (collectively, “Vine”), 1397225 Ontario Limited, Falcon Strategic Partners IV LP, and Village Roadshow Pictures International Pty Ltd.

**II. The DIP Facility**

**A. The Debtors' Need to Access the DIP Facility and Use the Cash Collateral**

22. The Debtors require access to additional liquidity to administer these chapter 11 cases, execute a comprehensive and efficient disposition of their assets, and thereby enable the Debtors to maximize the value of their estates during these chapter 11 cases, for the benefit of all stakeholders. As part of the contingency planning process, the Debtors and their advisors analyzed how much postpetition financing would be required to operate the Debtors' business and fund the administrative costs of this chapter 11 process. *See* DIP Decl. ¶ 10. Through this analysis, the Debtors and their advisors developed an initial DIP budget, which takes into account anticipated cash receipts and disbursements during the projected period and considers a number of factors, including but not limited to the effect of a chapter 11 filing on the operations of the business, the fees, and interest expense associated with the DIP Facility and consensual use of Cash Collateral, restructuring costs (including professional fees), required operational payments, and the fees and expenses associated with an orderly winddown process. *See* DIP Decl. ¶ 10. Based on this

analysis, the Debtors determined that the approximately \$148,000 in cash on hand would be wholly insufficient to support the Debtors' limited operations, winddown process, and the administration of these chapter 11 cases. *See* DIP Decl. ¶ 10. Instead, the Debtors determined that they require \$7 million in incremental liquidity to achieve a soft landing into chapter 11, administer a successful marketing and sale process for their assets, and conduct an orderly winddown of remaining operations. *See* DIP Decl. ¶ 10.

23. Specifically, access to the proposed DIP Facility and Cash Collateral will provide the Debtors with sufficient funds to administer these chapter 11 cases, preserve the value of their assets, execute comprehensive and efficient sale and winddown processes, pay remaining employees for their work during this period, and thereby enable the Debtors to continue their efforts to preserve and maximize the value of their estates during these chapter 11 cases. *See* DIP Decl. ¶ 19. Without access to the incremental liquidity provided by the DIP Facility, the Debtors risk being unable to maximize the value of these assets and run an orderly winddown, which would be detrimental to all stakeholders. *See* DIP Decl. ¶ 12–13. As such, the failure to obtain access to the DIP Facility and Cash Collateral would result in immediate and irreparable harm to the Debtors and their stakeholders and would diminish the value of the Debtors' estates. *See* DIP Decl. ¶ 12.

**B. Alternative Sources of Financing Are Not Readily Available**

24. The Debtors do not have any alternative sources of financing readily available with terms better than those included in the DIP Facility. Given the compressed time frame along with the complexities of the Debtors' business and significant liquidity challenges, it was impossible to approach a broad range of traditional financing sources with respect to DIP financing. *See* DIP Decl. ¶ 15–19. As a result, the Debtors and their advisors embarked on a very targeted approach to solicit financing from the parties that are familiar with the Debtors' business and best-suited to provide financing on an expedited basis. *See* DIP Decl. ¶ 15–19. As detailed in the DIP

Declaration, the Debtors and their advisors engaged with the DIP Lenders, who are both Noteholders under the Senior Secured Notes and holders of equity interests in VREG-BVI, and other key stakeholders on the terms of a potential postpetition financing. *See* DIP Decl. ¶¶ 15–19. In light of the significant liquidity constraints and other challenges that the Debtors are presently facing, the DIP Lenders are the only constituent in the Debtors’ existing capital structure able to offer financing on the necessary timeline. *See* DIP Decl. ¶¶ 156–19.

25. A proposal from a third party not already familiar with the Debtors and their business would carry with it the significant execution risk associated with a new lender transaction, including timing and due diligence constraints, necessarily involving the payment of additional professional fees. *See* DIP Decl. ¶¶ 15–19. In contrast, the proposed consensual DIP Facility and access to Cash Collateral offered by the DIP Lenders allows the Debtors to avoid such risks at the outset of these chapter 11 cases. *See* DIP Decl. ¶¶ 15–19. Therefore, the DIP Facility represents the only viable path to obtaining critical funding.

26. The terms of the DIP Facility are reasonable under the circumstances. The DIP Facility is the product of good-faith, robust arm’s-length negotiations and is necessary for the Debtors to maximize value on behalf of their constituents in these chapter 11 cases on the expedited timeline required. *See* DIP Decl. ¶ 19. Accordingly, the DIP Facility is in the best interest of the Debtors’ estates and represent a sound exercise of the Debtors’ reasonable business judgment.

### **BASIS FOR RELIEF**

#### **I. The Debtors Should Be Authorized to Obtain Postpetition Financing Through the DIP Credit Documents**

##### **A. Entry into the DIP Credit Documents Is a Sound Exercise of the Debtors’ Business Judgment**

27. The Court should authorize the Debtors, as a sound exercise of their business judgment, to execute and deliver the DIP Credit Documents and to obtain access to the DIP

Facility. Section 364 of the Bankruptcy Code authorizes a debtor to obtain secured or superpriority financing under certain circumstances discussed in detail below. Courts grant a debtor in possession considerable deference in acting in accordance with its business judgment in obtaining postpetition secured credit, so long as the agreement to obtain such credit does not run afoul of the provisions of, and policies underlying, the Bankruptcy Code. *See, e.g., In re Trans World Airlines, Inc.*, 163 B.R. 964, 974 (Bankr. D. Del. 1994) (approving a postpetition loan and receivables facility because such facility “reflect[ed] sound and prudent business judgment”); *In re L.A. Dodgers LLC*, 457 B.R. 308, 313 (Bankr. D. Del. 2011) (“[C]ourts will almost always defer to the business judgment of a debtor in the selection of the lender.”); *In re Ames Dep’t Stores, Inc.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) (“[C]ases consistently reflect that the court’s discretion under section 364 is to be utilized on grounds that permit reasonable business judgment to be exercised so long as the financing agreement does not contain terms that leverage the bankruptcy process and powers or its purpose is not so much to benefit the estate as it is to benefit a party-in-interest.”).

28. Specifically, to determine whether the business judgment standard is met, a court need only “examine whether a reasonable businessperson would make a similar decision under similar circumstances.” *In re Exide Techs.*, 340 B.R. 222, 239 (Bankr. D. Del. 2006); *see also In re Curlew Valley Assocs.*, 14 B.R. 506, 513–14 (Bankr. D. Utah 1981) (noting that courts should not second guess a debtor’s business decision when that decision involves “a business judgment made in good faith, upon a reasonable basis, and within the scope of [the debtor’s] authority under the [Bankruptcy] Code”).

29. Furthermore, in considering whether the terms of postpetition financing are fair and reasonable, courts consider the terms in light of the relative circumstances of both the debtor and the potential lender. *In re Farmland Indus., Inc.*, 294 B.R. 855, 886 (Bankr. W.D. Mo. 2003)

(“Viewed in isolation, several of the terms of the [postpetition financing] might appear to be extreme or even unreasonable. Certainly, many of them favor the DIP Lenders. But, taken in context, and considering the relative circumstances of the parties, the Court does not believe that the terms are unreasonable.”); *see also Unsecured Creditors’ Comm. Mobil Oil Corp. v. First Nat’l Bank & Trust Co. (In re Elingsen McLean Oil Co., Inc.)*, 65 B.R. 358, 365 n.7 (W.D. Mich. 1986) (recognizing that a debtor may have to enter into “‘hard’ bargains” to acquire funds for its reorganization). Courts may also appropriately take into consideration noneconomic benefits to a debtor offered by a proposed postpetition facility. For example, in *In re ION Media Networks, Inc.*, the bankruptcy court for the Southern District of New York held that:

Although all parties, including the Debtors and the Committee, are naturally motivated to obtain financing on the best possible terms, a business decision to obtain credit from a particular lender is almost never based purely on economic terms. *Relevant features of the financing must be evaluated, including non-economic elements such as the timing and certainty of closing, the impact on creditor constituencies and the likelihood of a successful reorganization.* This is particularly true in a bankruptcy setting where cooperation and establishing alliances with creditor groups can be a vital part of building support for a restructuring that ultimately may lead to a confirmable reorganization plan. That which helps foster consensus may be preferable to a notionally better transaction that carries the risk of promoting unwanted conflict.

2009 WL 2902568, at \*4 (Bankr. S.D.N.Y. July 6, 2009) (emphasis added).

30. The Debtors’ decision to move forward with the DIP Facility is a sound exercise of their business judgment following an arm’s-length process and careful evaluation of alternatives. Specifically, the Debtors and their advisors determined that postpetition financing will create adequate liquidity necessary for the administration of these chapter 11 cases and to facilitate an orderly, value-maximizing winddown. *See* DIP Decl. ¶ 12–19. The Debtors negotiated the DIP Term Sheet and other DIP Credit Documents with the DIP Lenders in good faith, at arm’s length, and with the assistance of their respective advisors, and the Debtors believe that they have obtained

the best financing available under the circumstances. *See* DIP Decl. ¶ 15–19. Accordingly, the Court should authorize the Debtors’ entry into the DIP Credit Documents, as it is a sound exercise of the Debtors’ business judgment.

**B. The Debtors Should Be Authorized to Grant Liens and Superpriority Claims**

31. The Debtors propose to obtain financing under the DIP Facility by providing security interests and liens as set forth in the DIP Credit Documents pursuant to section 364(c) of the Bankruptcy Code. More specifically, the Debtors propose to provide the DIP Lenders with continuing, valid, binding, enforceable, non-avoidable, and automatically and properly perfected postpetition security interests in and liens on the DIP Collateral, which include substantially all of the Debtors’ assets.

32. The statutory requirement for obtaining postpetition credit under section 364(c) of the Bankruptcy Code is a finding, made after notice and hearing, that a debtor is “unable to obtain unsecured credit allowable under section 503(b)(1) of [the Bankruptcy Code].” 11 U.S.C. § 364(c). *See In re Crouse Grp., Inc.*, 71 B.R. 544, 549 (Bankr. E.D. Pa. 1987) (secured credit under section 364(c) of the Bankruptcy Code is authorized, after notice and hearing, upon showing that unsecured credit cannot be obtained). Courts have articulated a three-part test to determine whether a debtor is entitled to financing under section 364(c) of the Bankruptcy Code. Specifically, courts look to whether:

- (a) the debtor is unable to obtain unsecured credit under section 364(b) of the Bankruptcy Code—i.e., by allowing a lender only an administrative claim;
- (b) the credit transaction is necessary to preserve the assets of the estate; and
- (c) the terms of the transaction are fair, reasonable, and adequate, given the circumstances of the debtor-borrower and proposed lenders.

*In re Crouse Grp., Inc.*, 71 B.R. 544, 549 (Bankr. E.D. Pa. 1987); *see also L.A. Dodgers LLC*, 457 B.R. at 312–13 (Bankr. D. Del. 2011); *Ames Dep't Stores*, 115 B.R. at 37–40 (Bankr. S.D.N.Y. 1990); *In re St. Mary Hosp.*, 86 B.R. 393, 401 (Bankr. E.D. Pa. 1988).

33. As described above and set forth in the DIP Declaration, the Debtors recognized that it would be particularly difficult to secure financing because time was limited, all of the Debtors' cash and material assets are encumbered by existing liens under their Prepetition Secured Debt Obligations, and the Prepetition Secured Parties indicated that they would not consent to a "priming" DIP financing provided by a third party. *See* DIP Decl. at ¶¶ 17–18. Further, the Debtors understood that to obtain priming third-party DIP financing would require engaging in a protracted and costly priming fight or valuation dispute with the Prepetition Secured Parties at the very outset of these chapter 11 cases. *See* DIP Decl. ¶¶ 17–18. And regardless of the prospects of success, the expense and disruption associated with complex litigation on the first day would seriously jeopardize the Debtors' restructuring efforts, as already strained liquidity would be required to fund such a fight. *See id.*

34. Absent access to the DIP Facility, which will provide sufficient liquidity to administer these chapter 11 cases, the value of the Debtors' estates would be significantly impaired to the detriment of all stakeholders. *See* DIP Decl. ¶¶ 19. Given the Debtors' circumstances, the Debtors believe that the terms of the DIP Facility, as set forth in the DIP Term Sheet, are fair, reasonable, and adequate, all as more fully set forth below. For all these reasons, the Debtors have met the standard for obtaining postpetition financing.

35. In the event that a debtor is unable to obtain unsecured credit allowable as an administrative expense under section 503(b)(1) of the Bankruptcy Code, section 364(c) of the Bankruptcy Code provides that a court may:

authorize the obtaining of credit or the incurring of debt (1) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of [the Bankruptcy Code]; (2) secured by a lien on property of the estate that is not otherwise subject to a lien; or (3) secured by a junior lien on property of the estate that is subject to a lien.

11 U.S.C. § 364(c). As described above, the Debtors are unable to obtain unsecured credit. Therefore, approving superpriority claims in favor of the DIP Lenders is reasonable and appropriate.

**C. No Comparable Alternative to the DIP Facility Is Reasonably Available**

36. A debtor need only demonstrate “by a good faith effort that credit was not available without” the protections afforded to potential lenders by sections 364(c) of the Bankruptcy Code. *In re Snowshoe Co., Inc.*, 789 F.2d 1085, 1088 (4th Cir. 1986); *see also In re Reading Tube Indus.*, 72 B.R. 329, 332 (Bankr. E.D. Pa 1987). Moreover, in circumstances where only a few lenders likely can or will extend the necessary credit to a debtor, “it would be unrealistic and unnecessary to require [the debtor] to conduct such an exhaustive search for financing.” *In re Sky Valley, Inc.*, 100 B.R. 107, 113 (Bankr. N.D. Ga. 1988), *aff’d sub nom., Anchor Sav. Bank FSB v. Sky Valley, Inc.*, 99 B.R. 117, 120 n.4 (N.D. Ga. 1989); *see also Snowshoe*, 789 F.2d at 1088 (demonstrating that credit was unavailable absent the senior lien by establishment of unsuccessful contact with other financial institutions in the geographic area); *In re Stanley Hotel, Inc.*, 15 B.R. 660, 663 (D. Colo. 1981) (holding that the bankruptcy court’s finding that two national banks refused to grant unsecured loans was sufficient to support conclusion that the section 364 requirement was met); *Ames Dep’t Stores*, 115 B.R. at 37–39 (finding that the debtor must show that it made reasonable efforts to seek other sources of financing under section 364(a) and (b) of the Bankruptcy Code).

37. The Debtors do not believe that alternative sources of financing are reasonably available given (a) the DIP Lenders were the only existing constituent in the Debtors’ capital structure that indicated a willingness to provide the Debtors with debtor-in-possession financing;

(b) the lack of unencumbered collateral available to allow for postpetition financing that could prime the existing lender's liens on a non-consensual basis; and (c) the unwillingness of the Prepetition Secured Parties to consent to the priming of their liens on the Prepetition Collateral. *See* DIP Decl. ¶¶ 17–18. Thus, the Debtors have determined that the DIP Facility provides the most favorable terms while reducing execution risks and providing the incremental liquidity necessary to fund the chapter 11 cases. *Id.* Simply put, the DIP Facility provides the Debtors with the liquidity they need at the lowest cost available while simultaneously placing the Debtors on an optimal path to pursue a value-maximizing liquidation of their assets and an orderly and efficient wind-down of their operations. Therefore, the requirement of section 364 of the Bankruptcy Code that alternative credit on more favorable terms be unavailable to the Debtors is satisfied.

**D. The Debtors Should Be Authorized to Use the Cash Collateral**

38. Section 363 of the Bankruptcy Code governs the Debtors' use of property of their estates, including Cash Collateral. Pursuant to section 363(c)(2) of the Bankruptcy Code, a debtor may use cash collateral as long as "(A) each entity that has an interest in such cash collateral consents; or (B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section." 11 U.S.C. § 363(c)(2). Here, the DIP Lenders consent or are deemed to consent to the Debtors' use of the Cash Collateral, subject to the terms and limitations set forth in the Interim Order.

39. Section 363(e) of the Bankruptcy Code provides for adequate protection of interests in property when a debtor uses cash collateral. Further, section 362(d)(1) of the Bankruptcy Code provides for adequate protection of interests in property due to the imposition of the automatic stay. *See In re Cont'l Airlines*, 91 F.3d 553, 556 (3d Cir. 1996) (*en banc*). While section 361 of the Bankruptcy Code provides examples of forms of adequate protection, such as granting replacement liens and administrative claims, courts decide what constitutes sufficient adequate

protection on a case by case basis. *See, e.g., In re Swedeland Dev. Grp., Inc.*, 16 F.3d 552, 564 (3d Cir. 1994) (explaining that the “determination of whether there is adequate protection is made on a case by case basis”); *In re Satcon Tech. Corp.*, No. 12-12869 (KG), 2012 WL 6091160, at \*6 (Bankr. D. Del. Dec. 7, 2012) (same); *In re N.J. Affordable Homes Corp.*, 2006 WL 2128624, at \*14 (Bankr. D.N.J. June 29, 2006) (holding that “the circumstances of the case will dictate the necessary relief to be given”); *In re Columbia Gas Sys., Inc.*, 1992 WL 79323, at \*2 (Bankr. D. Del. Feb. 18, 1992) (holding that “what interest is entitled to adequate protection and what constitutes adequate protection must be decided on a case-by-case basis”); *see also In re Dynaco Corp.*, 162 B.R. 389, 394 (Bankr. D.N.H. 1993) (citing 2 Collier on Bankruptcy ¶ 361.01[1] at 361–66 (15th ed. 1993) (explaining that adequate protection can take many forms and “must be determined based upon equitable considerations arising from the particular facts of each proceeding”)).

40. As set forth in the Interim Order, the Debtors propose to provide the Prepetition Secured Parties with certain forms of adequate protection to protect against the postpetition diminution in value of the Cash Collateral resulting from the use, sale, or lease of the Cash Collateral by the Debtors, priming of their security interests and liens by the DIP Liens, and the imposition of the automatic stay (collectively, the “Adequate Protection Obligations”) and Adequate Protection Payments:

- (a) replacement liens on the DIP Collateral to the extent of any postpetition Diminution in Value of the Prepetition Secured Parties’ interest in the Prepetition Collateral caused by the imposition of the automatic stay;
- (b) superpriority administrative expense claims to the extent of any postpetition Diminution in Value of the Prepetition Secured Parties’ interest in the Prepetition Collateral caused by the imposition of the automatic stay; and
- (c) payment of all reasonable out-of-pocket fees, costs and expenses of the Prepetition Secured Parties’.

41. The Debtors submit that the proposed Adequate Protection Obligations are sufficient to protect the Prepetition Secured Parties from any potential Diminution in Value to the Cash Collateral. In light of the foregoing, the Debtors further submit, and the Prepetition Secured Parties agree, that the proposed Adequate Protection Obligations to be provided for the benefit of the Prepetition Secured Parties are appropriate. Thus, the Debtors' provision of the Adequate Protection Obligations is not only necessary to protect against any diminution in value but is fair and appropriate under the circumstances of these chapter 11 cases to ensure the Debtors are able to continue using the Cash Collateral, subject to the terms and limitations set forth in the Interim Order, for the benefit of all parties in interest and their estates.

**E. The Roll-Up Is Appropriate**

42. Section 363(b) of the Bankruptcy Code permits a debtor to use, sell, or lease property, other than in the ordinary course of business, with court approval. It is well settled in the Third Circuit that such transactions should be approved when they are supported by a sound business purpose. *See In re Abbots Dairies, Inc.*, 788 F.2d 143 (3d Cir. 1986) (holding that in the Third Circuit, a debtor's use of assets outside the ordinary course of business under section 363(b) of the Bankruptcy Code should be approved if the debtor can demonstrate a sound business justification for the proposed transaction). The business judgment rule shields a debtor's management from judicial second-guessing. *In re Johns-Manville Corp.*, 60 B.R. 612, 615–16 (Bankr. S.D.N.Y. 1986) (“[T]he [Bankruptcy] Code favors the continued operation of a business by a debtor and a presumption of reasonableness attaches to a debtor's management decisions.”).

43. Repaying prepetition debt (often referred to as a “roll-up”) is a common feature in debtor-in-possession financing arrangements. The importance of “roll-up” features in DIP facilities has been repeatedly recognized by courts in this district and others, and such courts have granted relief similar to the relief requested herein. *See, e.g., In re SiO2 Medical Prods., Inc.*, No.

23-10366 (JTD) (Bankr. D. Del. Apr. 26, 2023) (authorizing an approximately \$120 million DIP facility, including a \$60 million roll-up of the prepetition term loan); *In re Extraction Oil & Gas, Inc.*, No. 20-11548 (CSS) (Bankr. D. Del. Jul. 20, 2020) (authorizing an approximately \$50 million DIP facility including a \$22 million roll-up); *In re Blackhawk Mining LLC*, No. 19-11595 (LSS) (Bankr. D. Del. Jul. 23, 2019) (authorizing an approximately \$240 million DIP facility, including a \$100 million roll-up of the prepetition term loan and an additional \$140 million in incremental liquidity, pursuant to interim order); *In re ATD Corp.*, No. 18-12221 (KJC) (Bankr. D. Del. Oct. 26, 2018) (authorizing an approximately \$1,230 million DIP, including a full roll-up of the prepetition ABL outstanding principal of \$639 million and an additional \$250 million in additional liquidity, pursuant to interim order); *In re Remington Outdoor Co., Inc.*, No. 18-10684 (BLS) (Bankr. D. Del. Mar. 28, 2018) (authorizing approximately \$338 million DIP and a roll-up of approximately \$150 million, including a full ABL roll-up of \$114 million, pursuant to interim order).<sup>10</sup>

44. As set forth above, the DIP Term Sheet provides that the DIP Facility will be used to roll up, subject to entry of the Final Order, \$5.4 million of the Debtors' prepetition obligations under the Bridge Financing. This repayment is a sound exercise of the Debtors' business judgment and is a material component of the structure of the DIP Facility. Without continued access to the additional liquidity provided under the DIP Facility, the Debtors will be unable to fund the administration of these chapter 11 cases and the sale process.

45. As discussed herein and in the DIP Declaration, the Roll-Up was the subject of arm's-length and good-faith negotiations between the Debtors and the DIP Lenders, is an integral

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<sup>10</sup> Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

component of the overall terms of the DIP Facility, and was required by the DIP Lenders as considerations for the extension of postpetition financing. *See* DIP Decl. ¶¶ 17–18. Additionally, the Roll-Up was a necessary condition for the DIP Lenders to agree to provide the Bridge Financing on a prepetition basis. The Bridge Financing was required for the Debtors to continue funding their operations pending the filing of these chapter 11 cases and obtaining access to the DIP Facility. *See Id.* For these reasons and because no other party has put forward an actionable financing proposal, the granting of the Roll-Up is reasonable, appropriate, a sound exercise of the Debtors’ business judgment, and ultimately in the best interests of all stakeholders given the alternatives.

**II. The Debtors Should Be Authorized to Pay the Fees Required by the DIP Collateral Agent and the DIP Lenders Under the DIP Credit Documents**

46. Under the DIP Term Sheet, the Debtors will, subject to Court approval, pay certain fees to the DIP Secured Parties. Specifically, the DIP Term Sheet contemplates a commitment fee equal to 3% of the full amount of the DIP Facility and an exit fee equal to 2% of the New Money Commitment Amount. These fees are customary and reasonable under the circumstances. Additionally, they are comparable to fees agreed upon in similar DIP financings.

47. Courts in this district have approved similar aggregates in fees in large chapter 11 cases. *See, e.g., In re Wheel Pros, Inc.*, No. 24-11939 (JTD) (Bankr. D. Del. Oct. 15, 2024) (approving a closing fee of 3 percent, an exit fee of 5 percent, and a letter of credit fee of 4.25 percent); *In re Vyair Med., Inc.*, No. 24-11217 (BLS) (Bankr. D. Del. Jun. 10, 2024) (approving a commitment fee of 2 percent of the new money DIP loan, a backstop fee of 5 percent, and an exit fee of 1.25 percent); *In re Carestream Health, Inc.*, No. 22-10778 (JKS) (Bankr. D. Del. Aug. 24, 2022) (approving a commitment fee of approximately 2 percent of the DIP loans, an exit fee of approximately 4 percent of the DIP loans, an undrawn DIP fee of 1 percent of the unused DIP

loan commitments, and an agency fee); *In re Akorn, Inc.*, No. 20-11177 (KBO) (Bankr. D. Del. May 22, 2022) (approving a commitment fee of approximately 3 percent of the DIP loans, a backstop fee of approximately 3 percent of the DIP loans, and a fronting premium of approximately 0.5 percent of the DIP loans); *In re PES Holdings, LLC*, No. 19-11626 (BG) (Bankr. D. Del. Nov. 14, 2019) (approving a DIP funding fee of 8 percent of DIP loans and an undrawn fee of 3 percent of any undrawn outstanding commitments).

48. There is ample justification for this Court to approve the payment of such fees, which are part of the DIP Credit Documents. It is understood and agreed by all parties that these fees are an integral component of the overall terms of the DIP Facility and were required by the DIP Lenders as consideration for the extension of postpetition financing. *See* DIP Decl. ¶¶ 20–22. Thus, they should not be viewed separately but rather as a part of the overall, substantial benefits provided under the DIP Facility. Accordingly, the Court should authorize the Debtors to pay the fees provided under the DIP Credit Documents in connection with entering into those agreements.

### **III. The DIP Lenders Should Be Deemed Good-Faith Lenders Under Section 364(e) of the Bankruptcy Code**

49. Section 364(e) of the Bankruptcy Code protects a good-faith lender's right to collect on loans extended to a debtor, and its right in any lien securing those loans, even if the authority of the debtor to obtain such loans or grant such liens is later reversed or modified on appeal. Section 364(e) of the Bankruptcy Code provides that:

The reversal or modification on appeal of an authorization under this section [364 of the Bankruptcy Code] to obtain credit or incur debt, or of a grant under this section of a priority or a lien, does not affect the validity of any debt so incurred, or any priority or lien so granted, to an entity that extended such credit in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

50. As explained herein and the in DIP Declaration, the DIP Credit Documents are the result of: (a) the Debtors' reasonable and informed determination that the DIP Lenders offered the most favorable terms on which to obtain vital postpetition financing, and (b) arm's-length, good-faith negotiations between the Debtors and DIP Lenders. The DIP Credit Documents are reasonable and appropriate under the circumstances, and the proceeds of the DIP Facility will be used only for purposes that are permissible under the Bankruptcy Code and the DIP Credit Documents. Furthermore, no consideration is being provided to any party to the DIP Credit Documents other than as described herein.

51. Accordingly, the Court should find that the DIP Lenders are "good faith" lenders within the meaning of section 364(e) of the Bankruptcy Code and are entitled to all of the protections afforded therein.

#### **IV. The Automatic Stay Should Be Modified on a Limited Basis**

52. The proposed Interim Order provides that the automatic stay provisions of section 362 of the Bankruptcy Code will be modified to allow the DIP Collateral Agent to file financing statements, security agreements, mortgages, leasehold mortgages, notices of liens, and other similar documents to perfect in accordance with applicable non-bankruptcy law or to otherwise evidence the DIP Liens. The proposed Interim Order further provides that the automatic stay be modified to the extent necessary to implement the terms of the Interim Order. Finally, the proposed Interim Order provides that, following the occurrence of an Event of Default (as defined in the DIP ABL Credit Agreement) or a Termination Event and an appropriate opportunity for the Debtors to obtain appropriate relief from the Court, the automatic stay shall be vacated and modified to the extent necessary to permit the DIP Collateral Agent to exercise all rights and remedies in accordance with the DIP Credit Documents, or applicable law.

53. Stay modifications of this kind are ordinary and standard features of debtor-in-possession financing arrangements, and, in the Debtors' business judgment, are reasonable and fair under the circumstances of these chapter 11 cases. *See, e.g., In re Am. Tire Distrib., Inc.*, No. 14-12391 (CTG) (Bankr. D. Del. Nov. 22, 2024) (modifying automatic stay as necessary to effectuate the terms of the order and following occurrence of an event of default); *In re Wheel Pros, LLC*, No. 24-11939 (JTD) (Bankr. D. Del. Oct. 15, 2024) (same); *In re Vyaire Med., Inc.*, No. 24-11217 (BLS) (Bankr. D. Del. July 11, 2024) (same); *In re Appgate, Inc.*, No. 24-10956 (CTG) (Bankr. D. Del. June 12, 2024) (same); *In re MVK FarmCo LLC*, No. 23-11721 (LSS) (Bankr. D. Del. Mar. 15, 2024) (same).<sup>11</sup>

**V. Failure to Obtain Immediate Interim Access to the DIP Facility Would Cause Immediate and Irreparable Harm**

54. Bankruptcy Rules 4001(b) and 4001(c) provide that a final hearing on a motion to obtain credit pursuant to section 364 of the Bankruptcy Code may not be commenced earlier than 14 days after the service of such motion. Upon request, however, the Court may conduct a preliminary, expedited hearing on the motion and authorize the obtaining of credit to the extent necessary to avoid immediate and irreparable harm to a debtor's estate.

55. For the reasons noted above and in the First Day Declaration and the DIP Declaration, the Debtors have an immediate need for the liquidity provided by the DIP Facility. *See* First Day Decl.; DIP Decl. ¶ 12. The proposed DIP Facility is critical to the Debtors' ability to fund its operations and the marketing process while providing sufficient liquidity without creating a value-destructive "priming" or valuation dispute at the outset of these chapter 11 cases.

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<sup>11</sup> Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

*See* DIP Decl. ¶ 18. The DIP Facility is an essential component to funding the Debtors wind-down efforts and the limited operations the Debtors must maintain to maximize the value of their estates.

56. The Debtors request that the Court hold and conduct a hearing to consider entry of the Interim Order authorizing the Debtors, from and after entry of the Interim Order until the Final Hearing, to receive initial funding under the DIP Facility. This relief will enable the Debtors to preserve and maximize value and, therefore, avoid immediate and irreparable harm and prejudice to their estates and all parties in interest, pending the Final Hearing.

### **REQUEST FOR FINAL HEARING**

57. Pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2), the Debtors request that the Court set a date for the Final Hearing that is as soon as practicable, and in no event after twenty-one days after the Petition Date, and fix the time and date prior to the Final Hearing for parties to file objections to this motion.

### **NOTICE**

58. The Debtors will provide notice of this Motion to: (a) the U.S. Trustee; (b) the holders of the 20 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the ABS Trustee; (d) counsel to the DIP Lenders; (e) counsel to the DIP Collateral Agent; (f) counsel to Vine; (g) counsel to the Collateral Agent; (h) the United States Attorney's Office for the District of Delaware; (i) the state attorneys general for all states in which the Debtors conduct business; (j) the Internal Revenue Service; (k) the United States Department of Justice; and (l) any party that requests service pursuant to Bankruptcy Rule 2002. As this Motion is seeking "first day" relief, within two business days of the hearing on this Motion, the Debtors will serve copies of this Motion and any order entered with respect to this Motion as required by Local Rule 9013-1(m). In light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request entry of the DIP Orders, (a) granting the relief requested herein, and (b) granting such other relief as the Court deems appropriate under the circumstances.

Dated: March 17, 2025  
Wilmington, Delaware

*/s/ Joseph M. Mulvihill*

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**EXHIBIT A**

**Interim Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

VILLAGE ROADSHOW ENTERTAINMENT  
GROUP USA INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-10475 (●)

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN  
POST-PETITION SECURED FINANCING, (II) AUTHORIZING THE USE OF CASH  
COLLATERAL, (III) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE  
EXPENSE STATUS, (IV) GRANTING ADEQUATE PROTECTION, (V) MODIFYING  
THE AUTOMATIC STAY, (VI) SCHEDULING A FINAL HEARING, AND  
(VII) GRANTING RELATED RELIEF**

Upon the motion (the “**DIP Motion**”) dated March 17, 2025, of the above-captioned debtors and debtors-in-possession (the “**Debtors**”) in the above-referenced chapter 11 cases (the “**Chapter 11 Cases**”), pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 503, 506(c), and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “**Bankruptcy Code**”); Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”); and Rules 2002-1(b), 9006-1, 9013-1, 9014-1, and 9014-2 of the Local Bankruptcy Rules for the District of Delaware (the “**Local Rules**”), for entry of an interim order (the “**Interim Order**”) authorizing the Debtors to, among other things:

(i) Obtain senior secured, super priority, debtor-in-possession financing in the aggregate principal amount of up to \$12,786,104.96 (the “**DIP Facility**”) pursuant to the terms

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<sup>1</sup> The last four digits of Village Roadshow Entertainment Group USA Inc.’s federal tax identification number are 0343. The mailing address for Village Roadshow Entertainment Group USA Inc. is 750 N. San Vicente Blvd., Suite 800 West, West Hollywood, CA 90069. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors and the last four digits of their federal tax identification is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/vreg>.

and conditions of the DIP Credit Documents (as defined below), the Interim Order, and the Final Order (as defined below);

(ii) Enter into the (a) Superpriority Secured Debtor-In-Possession Credit Facility Term Sheet (the “**DIP Term Sheet**”), substantially in the form attached as **Exhibit A** hereto between Village Roadshow Entertainment Group (BVI) Limited (“**VREG**”), as borrower, each of the other Debtors as guarantors party thereto, FMP Agency Services, LLC, as collateral agent (in such capacity, the “**DIP Collateral Agent**”), and the lenders from time to time party thereto as set forth on Annex A thereto (in such capacities, the “**DIP Lenders**,” and together with the DIP Collateral Agent, the “**DIP Secured Parties**”) and (b) all other documents, including security agreements or other collateral documents, executed or filed in connection therewith (together with the DIP Term Sheet, the “**DIP Credit Documents**”);

(iii) Borrow, on an interim basis, pursuant to the DIP Credit Documents and this Interim Order, post-petition financing in an aggregate principal amount of up to \$500,000 (the “**Initial DIP Loans**”) and obtain other financial accommodations from the DIP Secured Parties pursuant to the DIP Term Sheet, the other DIP Credit Documents, and the Interim Order;

(iv) Borrow, on a final basis, pursuant to the DIP Credit Documents and the Final Order (as defined below), post-petition financing in an aggregate principal amount of up to \$6,500,000 (for a total of \$7,000,000), plus the DIP Roll-Up Loans (as defined below) (the “**Final DIP Loans**,” and together with the Initial DIP Loans, the “**DIP Loans**”) and obtain other financial accommodations from the DIP Secured Parties pursuant to the DIP Term Sheet, the other DIP Credit Documents, and the Final Order (as defined below);

(v) Authorize the Debtors to execute and deliver the DIP Term Sheet and the other DIP Credit Documents;

(vi) Grant to the DIP Secured Parties allowed super-priority administrative expense claims in the Chapter 11 Cases and any Successor Cases (as defined below) for the DIP Facility and all obligations of the Debtors owing under the DIP Credit Documents (collectively, and including all “**DIP Facility Obligations**” of the Debtors as defined and described in the DIP Term Sheet, the “**DIP Obligations**”) subject to the priorities set forth herein;

(vii) Grant to the DIP Secured Parties automatically perfected security interests in and liens on all of the DIP Collateral (as defined below), including all property constituting “cash collateral” as defined in section 363(a) of the Bankruptcy Code (“**Cash Collateral**”), which liens shall be subject to the priorities set forth herein;

(viii) Use the proceeds of the DIP Facility in accordance with the DIP Term Sheet, the DIP Credit Documents, and this Interim Order, in all cases in accordance with the Initial DIP Budget (as defined in the DIP Term Sheet), a copy of which is attached hereto as **Exhibit B**, and as otherwise provided in the DIP Credit Documents;

(ix) Use any Prepetition Collateral (as defined below), including Cash Collateral, and provide adequate protection to the parties that may have an interest in such Prepetition Collateral, including Cash Collateral, for any “decrease in the value,” as that term is used in section 361 of the Bankruptcy Code (“**Diminution in Value**”) of their interests therein;

(x) Vacate and modify the automatic stay imposed by section 362 of the Bankruptcy Code solely to the extent necessary to implement and effectuate the terms of the DIP Credit Documents and this Interim Order;

(xi) Schedule a final hearing (the “**Final Hearing**”) to consider entry of an order (the “**Final Order**”) granting the relief requested in the DIP Motion on a final basis and approving the form of notice with respect to the Final Hearing; and

(xii) Waive, to the extent applicable, any stay of the immediate effectiveness of this Interim Order imposed by the Bankruptcy Code or the Bankruptcy Rules, such that this Interim Order shall be immediately effective upon its entry on the docket of the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

The Court having considered the DIP Motion, the *Declaration of Keith Maib in Support of First Day Relief* (the “**First Day Declaration**”), the exhibits attached thereto, the DIP Term Sheet, and the evidence submitted or adduced and the arguments of counsel made at the hearing on this Interim Order (the “**Interim Hearing**”); and notice of the DIP Motion and the Interim Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c), and (d), and 9014 and the Local Rules; and the Interim Hearing having been held and concluded; and it appearing that granting the relief requested in the DIP Motion on an interim basis is necessary to avoid immediate and irreparable harm to the Debtors pending the Final Hearing, and is otherwise fair and reasonable and in the best interests of the Debtors, their estates, and their creditors, and is essential for the preservation of the value of the Debtors’ assets; and all objections, if any, to the entry of this Interim Order having been withdrawn, resolved, or overruled by the Court; and after due deliberation and consideration, and good and sufficient cause appearing therefor:

**IT IS FOUND AND DETERMINED that:<sup>2</sup>**

A. **Petition Date.** On March 17, 2025 (the “**Petition Date**”), the Debtors filed voluntary petitions under chapter 11 of the Bankruptcy Code with this Court.

B. **Jurisdiction and Venue.** This Court has jurisdiction over these proceedings, pursuant to 28 U.S.C. §§ 157(b) and 1334, and over the persons and property affected hereby.

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<sup>2</sup> The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent that any of the following conclusions of law constitute findings of fact, they are adopted as such.

Venue for the Chapter 11 Cases and proceedings on the DIP Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. Consideration of the DIP Motion constitutes a core proceeding under 28 U.S.C. § 157(b)(2). This Court may enter a final order consistent with Article III of the United States Constitution.

C. **Committee Formation**. A statutory committee of unsecured creditors (the “Committee”) has not yet been appointed in the Chapter 11 Cases.

D. **Notice**. Notice of the Interim Hearing and notice of the DIP Motion have been provided by the Debtors to (i) the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”); (ii) the United States Securities and Exchange Commission; (iii) the Office of the United States Attorney for the District of Delaware; (iv) the Internal Revenue Service; (v) the Australia Taxation Office; (vi) the Debtors’ thirty (30) largest unsecured creditors (excluding insiders); (vii) counsel to the ABS Trustee (as defined herein); and (viii) counsel to the DIP Secured Parties, in each case, by telecopy, email, overnight courier, and/or hand delivery. Under the circumstances, such notice of the Interim Hearing and the DIP Motion constitutes adequate and sufficient notice and complies with section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002 and 4001(b), (c), and (d), and the Local Rules.

E. **Debtors’ Stipulations**. After consultation with their attorneys and financial advisors, and without prejudice to the rights of parties-in-interest as set forth in paragraph 12 herein, the Debtors, on their behalf and on behalf of their estates, admit, stipulate, acknowledge, and agree as follows:

(i) *Prepetition Senior Secured Notes Agreement*. Pursuant to that certain Fifth Amended and Restated Note Purchase Agreement, dated January 21, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among VREG, as

borrower, each of the guarantors party thereto, the noteholders listed therein (the “**Prepetition Senior Secured Noteholders**”), and Wilmington Savings Fund Society FSB, as collateral agent (the “**Prepetition Senior Secured Notes Collateral Agent**,” and together with the Prepetition Senior Secured Noteholders, the “**Prepetition Senior Secured Notes Parties**”) (such agreement, the “**Prepetition Senior Secured Notes Agreement**”), Debtors VREG, Crescent Film Holdings Limited, Village Roadshow Entertainment Group USA Inc., Village Roadshow Holdings USA Inc., Village Roadshow Pictures Entertainment Inc., VREG WW IP Global LLC, VREG MM2 IP Global LLC, VREG J2 Global LLC, VREG OP Global LLC, and VREG IP Global LLC (collectively, the “**Notes Debtors**”) incurred indebtedness to the Prepetition Senior Secured Notes Parties (such facility, the “**Prepetition Senior Secured Notes Facility**”). As of the Petition Date, the aggregate principal amount outstanding under the Prepetition Senior Secured Notes Facility was not less than \$163,075,096.60, plus interest, fees and all other obligations owing under the Prepetition Senior Secured Notes Facility and as set forth in the Prepetition Senior Secured Notes Agreement, each of the notes outstanding thereunder, and the other credit documents related thereto (such documents, collectively, the “**Prepetition Senior Secured Notes Credit Documents**,” and such obligations, collectively, the “**Prepetition Senior Secured Notes Obligations**”).

(ii) *Prepetition ABS Agreements.* Pursuant to that certain (1) Base Indenture dated as of November 10, 2020, among VR Funding LLC and VR Films Holdings (BVI) Limited, as the Parent Co-Issuers (the “**Parent Co-Issuers**”), and U.S. Bank National Association, as the Trustee (in such capacity, the “**ABS Trustee**,” and together with the Prepetition Senior Secured Notes Collateral Agent, the “**Prepetition Agents**”), as supplemented by (2) that certain Group A Supplement dated as of November 10, 2020 among the Parent Co-Issuers, Debtors Village

Roadshow Films (BVI) Limited, Village Roadshow Films North America Inc., Village Roadshow VS Films LLC, and Village Roadshow Films Global Inc. (the “**Subsidiary Co-Issuers**” and, together with the Parent Co-Issuers, the “**Group A Co-Issuers**”), and the ABS Trustee, as supplemented by (3) the Series 2020-1 Supplement dated as of November 10, 2020 among the Group A Co-Issuers and the ABS Trustee, as amended, supplemented or otherwise modified from time to time; (4) that certain First Supplement to Base Indenture dated as of August 30, 2023 among the Parent Co-Issuers and the ABS Trustee; (5) that certain First Supplement to Series 2020-1 Supplement dated as of August 30, 2023 among the Group A Co-Issuers and the ABS Trustee, (6) that certain First Supplement to Group A Supplement dated as of August 30, 2023 by and among the Group A Co-Issuers and the ABS Trustee, and (7) that certain Second Supplement to Group A Supplement dated as of September 29, 2023 in each case, as amended, supplemented or otherwise modified from time to time (collectively, the “**Prepetition ABS Agreements**”), the Group A Co-Issuers and Debtors Village Roadshow Distribution (BVI) Limited, Village Roadshow Pictures North America Inc., Village Roadshow Pictures (BVI) Limited, and Village Roadshow Distribution USA Inc. (collectively, the “**ABS Debtors**”) incurred and/or guaranteed indebtedness to the ABS Trustee and the Noteholders under and as defined in the Prepetition ABS Agreements (the “**ABS Noteholders**,” and together with the ABS Trustee and the Prepetition Senior Secured Notes Parties, the “**Prepetition Secured Parties**”). As of the Petition Date, the estimated aggregate principal amount outstanding under the Prepetition ABS Agreements was not less than \$223,820,605.53, plus interest, fees and all other obligations owing under the Prepetition ABS Agreements, as set forth in the Prepetition ABS Agreements and the other credit documents related thereto (such documents, collectively, the “**Prepetition ABS Credit Documents**,” and together with the Prepetition Senior Secured Notes Credit Documents, the “**Prepetition Credit**

**Documents,”** and such obligations, collectively, the “**Prepetition ABS Obligations,”** and together with the Prepetition Senior Secured Notes Obligations, the “**Prepetition Obligations”**).

(iii) As set forth more fully in each of the Prepetition Credit Documents and the DIP Motion, prior to the Petition Date, the Debtors granted (x) to the Prepetition Senior Secured Notes Parties first-priority liens (the “**Prepetition Senior Secured Notes Liens”**) on certain of the Notes Debtors’ assets, including, but not limited to, all goods, accounts, equipment, inventory, proceeds of intellectual property, contract rights, leases, general intangibles, commercial tort claims, cash, deposit accounts, and letters of credit (collectively, the “**Senior Secured Notes Prepetition Collateral”**) and (y) to the ABS Trustee and the ABS Noteholders first-priority liens (the “**ABS Prepetition Liens,”** together with the Prepetition Senior Secured Notes Liens, the “**Prepetition Liens”**) on certain of the ABS Debtors’ assets, including, but not limited to, all rights that relate to the film assets of the ABS Debtors, subordinated intercompany debt and proceeds of the foregoing each as more fully described in the ABS Credit Documents (which the foregoing description is not intended to, and does not, amend or otherwise modify) (collectively, the “**ABS Prepetition Collateral,”** and together with the Senior Secured Notes Prepetition Collateral, the “**Prepetition Collateral”**).

(iv) The Debtors acknowledge that, as of the Petition Date, (a) the Prepetition Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable, and properly perfected and were granted to, or for the benefit of, the Prepetition Secured Parties for fair consideration and reasonably equivalent value; (b) the Prepetition Liens were senior in priority over any and all other liens on the Prepetition Collateral, subject only to certain liens senior by operation of law (including any that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code) or otherwise permitted by the Prepetition Credit

Documents (solely to the extent any such permitted liens were valid, properly perfected, non-avoidable, and senior in priority to the Prepetition Liens as of the Petition Date, the “**Permitted Liens**”); (c) the Prepetition Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the Prepetition Credit Documents; (d) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Liens or Prepetition Obligations exist, and no portion of the Prepetition Liens or Prepetition Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including avoidance claims under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against the Prepetition Secured Parties, or any of its or their affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to the Prepetition Obligations; (f) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Obligations or the Prepetition Liens; the priority of the Debtors’ obligations thereunder; and the validity, extent, and priority of the liens securing the Prepetition Obligations; and (g) the Prepetition Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(v) **Permitted Liens**. Nothing herein shall constitute a finding or ruling by this Court that any alleged Permitted Lien is valid, senior, enforceable, prior, perfected, or non-avoidable relative to the Prepetition Liens. Moreover, nothing shall prejudice the rights of any party-in-interest, including, but not limited to, the Debtors or a Committee (if appointed) to

challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Permitted Lien and/or security interests (other than the Prepetition Liens or the DIP Liens (as defined below)). For the purposes hereof, any alleged claim arising or asserted as a right of reclamation or return (whether asserted under Section 546(c) of the Bankruptcy Code or otherwise) is not a Permitted Lien. Any alleged claim arising or asserted as a right of reclamation or return (whether asserted under Section 546(c) of the Bankruptcy Code or otherwise) shall have the same rights and priority with respect to the DIP Facility, DIP Liens, and DIP Collateral as such claims had with respect to the Prepetition Liens in the Prepetition Collateral and the DIP Collateral.

(vi) **Limits on Lender Liability.** Nothing in this Interim Order, any of the DIP Loan Documents, any of the Prepetition Senior Secured Notes Credit Documents, or any other documents related thereto, shall in any way be construed or interpreted to impose or allow the imposition upon any of the DIP Secured Parties or the Prepetition Senior Secured Notes Secured Parties of any liability for any claims arising from any activities by the Debtors in the operation of their businesses or in connection with the administration of these Chapter 11 Cases or any Successor Cases. The DIP Secured Parties and the Prepetition Senior Secured Notes Secured Parties shall not, solely by reason of having made loans under the DIP Facility or authorizing the use of Cash Collateral, be deemed in control of the operations of the Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., as amended, or any similar federal or state statute). Nothing in this Interim Order or the DIP Loan Documents shall in any way be construed or interpreted to impose or allow the imposition upon any of the DIP Secured Parties or any of the Prepetition Senior Secured Notes Secured Parties of any liability for

any claims arising from the prepetition or postpetition activities of any of the Debtors. For the avoidance of doubt, this provision applies to the DIP Secured Parties and the Prepetition Senior Secured Notes Secured Parties solely in their capacity as such, and does not apply, to the extent applicable, to their capacity as a shareholder, officer, or director of the Debtors.

(vii) **Cash Collateral**. All of the Debtors' cash, including cash and other amounts on deposit or maintained in any account or accounts by the Debtors, whether subject to control agreements or otherwise, and any amount generated by the collection of accounts receivable or other disposition of the Prepetition Collateral, and the proceeds of any of the foregoing, whether existing on the Petition Date or thereafter, constitute the Cash Collateral of the DIP Secured Parties.

F. **Findings Regarding the DIP Facility**.

(i) **Need for DIP Facility and to Use Cash Collateral**. An immediate need exists for the Debtors to obtain funds from the Initial DIP Loans and to use Cash Collateral in order to continue operations, fund payroll and operating expenses, and administer and preserve the value of their estates pending the Final Hearing. The ability of the Debtors to finance their operations through the incurrence of the Initial DIP Loans and use of Cash Collateral is vital to the preservation and maintenance of the going concern value of the Debtors' estates, to maximize the value of the Debtors' assets for the benefit of their creditors, and to avoid immediate and irreparable harm to the Debtors, their estates, and their creditors.

(ii) **No Credit Available on More Favorable Terms**. The Debtors have been unable to obtain (a) unsecured credit allowable under Bankruptcy Code section 503(b)(1) as an administrative expense or (b) credit for money borrowed secured by a lien on property of their estates on more favorable terms and conditions than those provided in the DIP Term Sheet and

this Interim Order. The Debtors are unable to obtain credit for borrowed money without granting to the DIP Secured Parties the DIP Protections (as defined below).

G. **Adequate Protection.** The Prepetition Secured Parties are entitled to receive adequate protection to the extent of any Diminution in Value of their respective interests in the Prepetition Collateral. Pursuant to sections 361, 363, and 507(b) of the Bankruptcy Code, as adequate protection, the Prepetition Secured Parties will receive (i) adequate protection liens and super-priority claims, as more fully set forth in paragraph 8 herein; and (ii) periodic payments and payment of reasonable and documented legal fees and out-of-pocket expenses arising before or after the Petition Date, as more fully set forth in paragraphs 2(a) and 8(g) herein.

H. **Sections 506(c) and 552(b).** Subject to and effective upon entry of the Final Order, the Debtors shall be deemed to have waived the provisions of section 506(c) of the Bankruptcy Code and any “equities of the case” exception under section 552(b) of the Bankruptcy Code as part of the DIP Facility. Further, subject to and effective upon entry of the Final Order, no expenses of administration of the Chapter 11 Cases or any other proceedings superseding or related to the foregoing (“**Successor Cases**”) shall be charged against or recovered from the DIP Collateral pursuant to section 506(c) of the Bankruptcy Code, the enhancement of collateral provisions of section 552 of the Bankruptcy Code, or any other legal or equitable doctrine (including, without limitation, unjust enrichment) or any similar principle of law, without the prior written consent of the DIP Lenders and the ABS Trustee, and no consent shall be implied from any action, inaction, or acquiescence by the DIP Secured Parties or the ABS Trustee.

I. **Use of Proceeds of the DIP Facility.** Proceeds of the DIP Facility (net of any amounts used to pay fees, costs, and expenses under the DIP Credit Documents) shall be used in

a manner consistent with the terms and conditions of the DIP Term Sheet and this Interim Order and in accordance with the Initial DIP Budget.

J. **Application of Proceeds of DIP Collateral.** All proceeds of any sale or other disposition of the DIP Collateral (as defined below) shall be applied in accordance with the Initial DIP Budget and the terms and conditions of the DIP Credit Documents and this Interim Order.

K. **Roll-Up of Prepetition Obligations.** Upon entry of the Final Order, without any further action by the Debtors or any other party, \$5,786,104.96 of the outstanding Prepetition Senior Secured Notes Obligations with respect to the “**Tranche 3 Bridge Notes**” under and as defined in the Prepetition Senior Secured Notes Agreement shall constitute DIP Obligations under and as further described in the DIP Term Sheet (the “**DIP Roll-Up Loans**”). The replacement and refinancing (or “roll-up”) of the DIP Roll-Up Loans shall be authorized as compensation for, in consideration for, and solely on account of the agreement of the DIP Lenders to fund amounts and provide other consideration to the Debtors under the DIP Facility and not as payments under, adequate protection for, or otherwise on account of, any Prepetition Obligations. The holders of the prepetition Tranche 3 Bridge Notes would not otherwise consent to the use of their prepetition collateral, and the DIP Lenders would not be willing to provide the DIP Facility or extend credit to the Debtors thereunder without the inclusion of the DIP Roll-Up Loans in the DIP Obligations. Moreover, the replacement and refinancing of the Tranche 3 Bridge Notes into DIP Obligations will enable the Debtors to obtain urgently needed financing to administer these Chapter 11 Cases and fund their operations. Because the DIP Roll-Up Loans are subject to the reservation of rights in paragraph 12 below, they will not prejudice the right of any other party in interest.

L. **Effect of Reversal, Good Faith.** The DIP Secured Parties have indicated a willingness to provide financing to the Debtors in accordance with the DIP Term Sheet and this

Interim Order, and provided that the DIP Obligations, DIP Liens, and other protections granted by this Interim Order and the DIP Credit Documents will not be affected by any subsequent reversal or modification of this Interim Order as provided in section 364(e) of the Bankruptcy Code. The DIP Secured Parties have acted in good faith in agreeing to provide the DIP Facility approved by this Interim Order and the DIP Secured Parties' claims, superpriority claims, security interests, and liens and other protections granted pursuant to this Interim Order and the DIP Credit Documents will have the protections provided by section 364(e) of the Bankruptcy Code.

M. **Business Judgment and Good Faith Pursuant to Section 364(e).**

(i) The terms and conditions of the DIP Facility and the DIP Credit Documents, and the fees paid and to be paid thereunder, are fair, reasonable, and the best available under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and consideration;

(ii) the DIP Credit Documents and use of Cash Collateral were negotiated in good faith and at arm's length between the Debtors and the DIP Secured Parties; and

(iii) the proceeds to be extended under the DIP Facility will be so extended in good faith, and for valid business purposes and uses, as a consequence of which the DIP Secured Parties are entitled to the protection and benefits of section 364(e) of the Bankruptcy Code.

N. **Findings Regarding Corporate Authority.** Each Debtor has all requisite corporate or limited liability company authority to execute and deliver the DIP Facility Documents to which it is a party and to perform its obligations thereunder.

O. **Relief Essential; Best Interest; Good Cause for Immediate Entry.** Good cause has been shown for the relief requested in the DIP Motion (and as provided in this Interim Order) and such relief is necessary, essential, and appropriate for the preservation of the Debtors' assets,

business, and property. It is in the best interest of the Debtors' estates to be allowed to enter into the DIP Facility contemplated by the DIP Term Sheet.

**NOW, THEREFORE**, based upon the foregoing findings, and upon consideration of the DIP Motion and the record made before this Court with respect to the DIP Motion, including the record created during the Interim Hearing, and with the consent of the Debtors and the DIP Collateral Agent to the form and entry of this Interim Order, and good and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED AND DECREED:**

1. **Motion Granted.** The DIP Motion is granted in accordance with the terms and conditions set forth in this Interim Order and the DIP Term Sheet. Any objections to the DIP Motion with respect to entry of this Interim Order to the extent not withdrawn, waived, or otherwise resolved, and all reservations of rights included therein, are hereby denied and overruled on the merits. The use of Cash Collateral (as defined herein) on an interim basis is authorized, subject to the terms of this Interim Order.

2. **DIP Credit Documents.**

(a) **Approval of Entry into DIP Credit Documents.** The DIP Facility, including the DIP Roll-Up Loans (which DIP Roll-Up Loans shall be subject to entry of the Final Order), is hereby approved. The Debtors are authorized and empowered to execute and deliver the DIP Credit Documents and to incur and to perform the DIP Obligations in accordance with, and subject to, the terms of this Interim Order and the DIP Credit Documents, to execute and deliver all instruments and documents that may be required or necessary for the performance by the Debtors under the DIP Credit Documents and the creation and perfection of the DIP Liens described in and provided for by this Interim Order and the DIP Credit Documents, and to take such further acts as may be necessary. The Debtors are hereby authorized to use Cash Collateral

pursuant to the terms of this Interim Order and the Initial DIP Budget. The Debtors are hereby authorized to do and perform all acts, pay the principal, interest, fees, expenses, indemnities, and other amounts described in the DIP Term Sheet and all other DIP Credit Documents as such become due, including, without limitation, reasonable attorneys' fees and disbursements of the DIP Secured Parties incurred both (x) before the Petition Date, which amounts shall be deemed approved and not required to comply with U.S. Trustee fee guidelines, and (y) on and after the Petition Date, subject to the notice provisions set forth in paragraph 8(g) herein.

(b) **Interim Authorization to Borrow/and or Guarantee.** To enable them to continue to preserve the value of their estates during the period prior to entry of the Final Order (the "**Interim Period**") and subject to the terms and conditions of this Interim Order, upon the execution of the DIP Term Sheet and the other DIP Credit Documents, the Debtors are hereby authorized to borrow the Interim DIP Loan up to a total committed amount of \$500,000 under the DIP Credit Documents.

(c) **Conditions Precedent.** The DIP Lenders shall have no obligation to make any loan or advance under the DIP Term Sheet during the Interim Period unless the conditions precedent to making such loan under the DIP Term Sheet have been satisfied in full or waived in writing (which may be via email) by the DIP Lenders in their respective sole discretion.

(d) **DIP Liens.** In order to secure the DIP Obligations, effective immediately upon entry of this Interim Order, pursuant to sections 361, 362, 364(c)(2), and 364(c)(3) of the Bankruptcy Code, the DIP Collateral Agent is hereby granted continuing, valid, binding, enforceable, non-avoidable, and automatically and properly perfected post-petition security interests in and liens on (collectively, the "**DIP Liens**") all real, personal, and mixed property (including equity interests), whether now existing or hereafter arising and wherever located,

tangible and intangible, of the Debtors' respective estates, including, without limitation, all inventory, accounts receivable, general intangibles, contracts, chattel paper, owned real estate, real property leaseholds, governmental approvals, licenses and permits, fixtures, machinery, equipment, deposit accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, securities, partnership interests, membership interests in limited liability companies, and capital stock of any subsidiary of any of the Debtors, including, without limitation, the products and proceeds thereof (the "**DIP Collateral**") and including (i) subject to entry of a Final Order, the proceeds of any avoidance actions brought pursuant to Chapter 5 of the Bankruptcy Code or applicable state law equivalents; and (ii) subject to entry of a Final Order, the Debtors' rights under sections 506(c) and 550 of the Bankruptcy Code and the proceeds thereof. Notwithstanding the foregoing, the DIP Collateral shall not include (x) any contract or license under which the granting of the DIP Liens thereon would constitute a breach or termination thereof other than to the extent such breach or termination would be rendered ineffective pursuant to applicable law (including applicable state law or the Bankruptcy Code) but shall, in any event, include the proceeds of such contracts and licenses or (y) the funds held in the Funded Reserve Account (as defined herein). Notwithstanding anything to the contrary set forth in this Interim Order or the DIP Term Sheet, the relative lien priorities with respect to the applicable collateral shall be as set forth in Exhibit C hereto.

(e) **DIP Lien Priority**. The DIP Liens securing the DIP Obligations are valid, automatically perfected, and non-avoidable, and the DIP Collateral Agent shall have, (i) pursuant to section 364(c)(2) of the Bankruptcy Code, first-priority perfected security interests, liens, and mortgages on all DIP Collateral (subject only to the Carve Out and the Permitted Liens) not subject to valid, perfected, enforceable, and non-avoidable security interests, liens, or mortgages in

existence on the Petition Date; (ii) pursuant to section 364(c)(3) of the Bankruptcy Code, junior security interests, liens, and mortgages on all DIP Collateral that is subject to (a) the ABS Prepetition Liens and (b) valid, perfected, enforceable, and non-avoidable security interests, liens, or mortgages in existence on the Petition Date or that is subject to valid Permitted Liens; and (iii) pursuant to section 364(d), first-priority, priming perfected security interests, liens, and mortgages on all other DIP Collateral, including the Senior Secured Notes Prepetition Collateral. Other than as set forth herein or in the DIP Credit Documents, the DIP Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted in these Chapter 11 Cases or any Successor Cases, and shall be valid and enforceable against any trustee appointed in these Chapter 11 Cases or any Successor Cases, upon the conversion of any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code (or in any other Successor Cases), and/or upon the dismissal of the Chapter 11 Cases or any Successor Cases. The DIP Liens shall not be subject to section 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the DIP Liens.

(f) **Enforceable Obligations.** The DIP Credit Documents shall constitute and evidence the valid and binding obligations of the Debtors, which obligations shall be enforceable against the Debtors, their estates, and any successors thereto and their creditors or representatives thereof, in accordance with their terms.

(g) **Protection of DIP Collateral Agent and Other Rights.** From and after the Petition Date, the Debtors shall use the proceeds of the extensions of credit under the DIP Facility only for the purposes specifically set forth in the DIP Term Sheet and this Interim Order

and in strict compliance with the Initial DIP Budget (subject to any variances thereto permitted by the DIP Term Sheet).

(h) **Superpriority Administrative Claim Status.** Upon entry of this Interim Order, the DIP Lenders are hereby granted, pursuant to section 364(c)(1) of the Bankruptcy Code, allowed super-priority administrative expense claims in the Chapter 11 Cases and any Successor Cases (collectively, the “**DIP Superpriority Claims**” and, together with the DIP Liens, the “**DIP Protections**”) for all DIP Obligations: (i) subject only to the Carve Out, having priority over any and all administrative expense claims and unsecured claims against the Debtors or their estates in these Chapter 11 Cases and any Successor Cases, at any time existing or arising, of any kind or nature whatsoever, including administrative expenses of the kinds specified in or ordered pursuant to Bankruptcy Code sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (following entry of the Final Order), 507(a), 507(b), 546(c), 546(d), 552(b) (following entry of the Final Order), 726, 1113, and 1114, and any other provision of the Bankruptcy Code, as provided under section 364(c)(1) of the Bankruptcy Code; and (ii) which shall at all times be senior to the rights of the Debtors and their estates, and any subsequent trustee or other estate representative to the extent permitted by law.

3. **Authorization to Use Proceeds of DIP Facility.** Pursuant to the terms and conditions of this Interim Order, the DIP Term Sheet, and the other DIP Credit Documents, and in accordance with the Initial DIP Budget and the variances thereto set forth in the DIP Term Sheet, the Debtors are authorized to use the advances under the DIP Term Sheet during the period commencing immediately after the entry of the Interim Order and terminating upon the occurrence of a DIP Termination Event (as defined below) and the termination of the DIP Term Sheet in accordance with its terms and subject to the provisions hereof. The Debtors and the DIP Lenders

may agree in writing (which may be via email), with notice to the ABS Trustee, to modify the Initial DIP Budget in their discretion at any time that the DIP Facility remains outstanding without further notice or approval by this Court.

4. **DIP Roll-Up Loans.** Upon entry of the Final Order, without any further action by the Debtors or any other party, and as a condition to the provision of liquidity under the DIP Facility, the DIP Roll-Up Loans shall be replaced and refinanced and shall constitute DIP Obligations.

5. **Access to Records.** The Debtors shall provide the DIP Secured Parties' advisors with all reporting and other information required to be provided to the DIP Secured Parties under the DIP Facility Documents. In addition to, and without limiting, whatever rights to access the DIP Secured Parties have under the DIP Facility Documents, upon reasonable notice to counsel to the Debtors (email being sufficient), at reasonable times during normal business hours, the Debtors shall permit representatives, professionals, agents, and employees of the DIP Secured Parties to have reasonable access to (i) inspect the Debtors' assets, and (ii) reasonably requested information (including historical information and the Debtors' books and records) and personnel, including regularly scheduled meetings as mutually agreed with senior management of the Debtors and other advisors of the Debtors (during normal business hours), and the DIP Secured Parties shall be provided with access to all information they shall reasonably request, excluding any information for which confidentiality is owed to third parties, information subject to attorney-client or similar privilege, or where such disclosure would not be permitted by any applicable requirements of law.

6. **Authorization to Use Cash Collateral.** Pursuant to the terms and conditions of this Interim Order, the DIP Term Sheet, and the other DIP Credit Documents, and in accordance with the Initial DIP Budget and the variances thereto set forth in the DIP Term Sheet, the Debtors

are authorized to use the advances under the DIP Term Sheet during the period commencing immediately after the entry of the Interim Order and terminating upon the occurrence of a DIP Termination Event and the termination of the DIP Term Sheet in accordance with its terms and subject to the provisions hereof. Nothing in this Interim Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or the Debtors' use of any Cash Collateral or other proceeds resulting therefrom, except as permitted in this Interim Order, the DIP Term Sheet, and the other DIP Credit Documents, and in accordance with the Initial DIP Budget.

7. **Post-Petition Lien Perfection.** This Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the DIP Liens without the necessity of filing or recording any financing statement, deed of trust, mortgage, or other instrument or document that may otherwise be required under the law of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect the DIP Liens or to entitle the DIP Liens to the priorities granted herein. Notwithstanding the foregoing, the DIP Collateral Agent may, in its sole discretion, file such financing statements, mortgages, notices of liens, and other similar documents, and is hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code in order to do so, and all such financing statements, mortgages, notices, and other documents shall be deemed to have been filed or recorded at the time and on the date of the commencement of the Chapter 11 Cases. The Debtors shall execute and deliver to the DIP Collateral Agent all such financing statements, mortgages, notices, and other documents as the DIP Collateral Agent may reasonably request to evidence, confirm, validate, or perfect, or to ensure the contemplated priority of, the DIP Liens granted pursuant hereto. The DIP Collateral Agent, in its sole discretion, may file a photocopy of

this Interim Order as a financing statement with any recording officer designated to file or record financing statements or with any registry of deeds or similar office in any jurisdiction in which the Debtors have real or personal property, and in such event, the recording officer shall be authorized to file or record such copy of this Interim Order.

8. **Adequate Protection**. The Prepetition Secured Parties shall receive the following as adequate protection against any Diminution in Value of such Prepetition Secured Party's interest in the Prepetition Collateral caused by the imposition of the automatic stay:

(a) The ABS Trustee, for the benefit of itself and the ABS Noteholders, is hereby granted, pursuant to sections 105, 361, 363(e), and 364(d)(1) of the Bankruptcy Code, continuing, valid, binding, enforceable, and perfected post-petition security interests in and liens on the DIP Collateral (the "**ABS Adequate Protection Liens**"). The ABS Adequate Protection Liens shall be subject to the Carve Out and the Permitted Liens as set forth in this Interim Order and shall be (i) solely with respect to the ABS Collateral, senior to the DIP Liens and SSN Adequate Protection Liens (as defined below), and (ii) otherwise junior only to the DIP Liens, the Prepetition Senior Secured Notes Liens and the SSN Adequate Protection Liens.

(b) The Prepetition Senior Secured Notes Collateral Agent, for the benefit of the Prepetition Senior Secured Notes Parties, is hereby granted, pursuant to sections 105, 361, 363(e), and 364(d)(1) of the Bankruptcy Code, continuing, valid, binding, enforceable, and perfected post-petition security interests in and liens on the DIP Collateral (the "**SSN Adequate Protection Liens**" and, together with the ABS Adequate Protection Liens, the "**Adequate Protection Liens**"). The SSN Adequate Protection Liens shall be subject to the Carve Out and the Permitted Liens as set forth in this Interim Order and shall be (i) solely with respect to the ABS Collateral, junior to the ABS Prepetition Liens, the ABS Adequate Protection Liens; and the DIP

Liens, (ii) with respect to the Senior Secured Notes Prepetition Collateral; junior to the DIP Liens and senior to the Prepetition Senior Secured Notes Liens, and (iii) otherwise junior only to the DIP Liens.

(c) Except as provided herein or in the DIP Term Sheet, the Adequate Protection Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter arising in the Chapter 11 Cases or any Successor Cases, and shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases or any Successor Cases or upon the dismissal of any of the Chapter 11 Cases or any Successor Cases. The Adequate Protection Liens shall not be subject to section 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the Prepetition Liens or the Adequate Protection Liens.

(d) As further adequate protection of the interests of the ABS Trustee and the ABS Noteholders against any Diminution in Value of such interests in the ABS Prepetition Collateral, (x) the ABS Trustee, on behalf of itself and the ABS Noteholders, is hereby granted an allowed super-priority administrative expense claim in the Chapter 11 Cases and any Successor Cases against each of the Debtors, other than the Notes Debtors, under sections 503 and 507(b) of the Bankruptcy Code (the “**ABS 507(b) Claim**”). The ABS 507(b) Claim shall be subject to the Carve Out and the Permitted Liens as set forth in this Interim Order and shall be (i) solely with respect to the ABS Debtors, senior to the SSN 507(b) Claim (as defined below), and (ii) otherwise junior to the DIP Superpriority Claims and the SSN 507(b) Claim.

(e) As further adequate protection of the interests of the Prepetition Senior Secured Notes Parties against any Diminution in Value of such interests in the Senior

Secured Notes Prepetition Collateral, (x) the Prepetition Senior Secured Notes Parties are hereby granted an allowed super-priority administrative expense claim in the Chapter 11 Cases and any Successor Cases against each of the Debtors under sections 503 and 507(b) of the Bankruptcy Code (the “**SSN 507(b) Claim**” and, together with the ABS 507(b) Claim, the “**507(b) Claims**”). The SSN 507(b) Claim shall be subject to the Carve Out and the Permitted Liens as set forth in this Interim Order and shall be (i) solely with respect to the ABS Debtors, junior to the ABS 507(b) Claim and the DIP Superpriority Claims; and (ii) otherwise junior only to the DIP Superpriority Claims.

(f) Subject to the relative priorities set forth in paragraphs (d) and (e) above, the 507(b) Claims shall have priority over all other administrative expense claims and unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (following entry of the Final Order), 507(a), 507(b), 546(c), 546(d), 552(b) (following entry of the Final Order), 726, 1113, and 1114, and any other provision of the Bankruptcy Code.

(g) As further adequate protection of the interests of the Prepetition Secured Parties, the Debtors shall make the following periodic adequate protection payments to the Prepetition Secured Parties in cash (without the need for the filing of a formal fee application where otherwise applicable) (the “**Prepetition Adequate Protection Payments**”): (1) to the Prepetition Senior Secured Notes Parties, reasonable and documented legal fees and out-of-pocket expenses of professionals selected by the Required Holders (as defined in the Prepetition Senior Secured Notes Agreement) incurred or arising on or after the Petition Date, without further order from this Court within five (5) days of receipt of an invoice by the Debtors (which may be via

email); (2) to the ABS Trustee, all amounts payable in respect of the Group A Notes (as defined in the Prepetition ABS Credit Documents) and reasonable and documented legal fees and out-of-pocket expenses of professionals selected by the ABS Trustee incurred or arising before, on or after the Petition Date, without further order from this Court within five (5) days of receipt of an invoice by the Debtors (which may be via email).

(h) Notwithstanding any other provision hereof, the grant of adequate protection to the Prepetition Secured Parties pursuant hereto is without prejudice to the right of the Prepetition Secured Parties to seek modification of the grant of adequate protection provided hereby so as to provide different or additional adequate protection and without prejudice to the right of the Debtors or any other party in interest to contest any such modification.

9. **Carve Out.**

(a) Notwithstanding anything to the contrary in this Interim Order, any other DIP Credit Documents, or any other order of this Court to the contrary, the rights and claims of the DIP Lenders, including the DIP Liens and DIP Superpriority Claims, shall be subject and subordinate in all respects to the payment of the Carve Out. As used in this Interim Order, “**Carve Out**” means the following expenses: (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee pursuant to 28 U.S.C. § 1930(a) (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses incurred by a trustee under section 726(b) of the Bankruptcy Code in an amount not to exceed \$25,000 (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all (A) unpaid fees and expenses (other than any restructuring, sale, success, or other transaction fee of any investment bankers or financial advisors of the Debtors (the “**Allowed Debtor Professional Fees**”)) incurred by persons or firms retained by the Debtors

pursuant to section 327, 328, or 363 of the Bankruptcy Code (collectively, the “**Debtor Professionals**”) and (B) unpaid fees and expenses (the “**Allowed Committee Professional Fees**” and together with the Allowed Debtor Professional Fees, collectively, the “**Allowed Professional Fees**”) incurred by persons or firms retained by any statutory committees appointed in the Cases (each, a “**Committee**”) pursuant to section 328 or 1103 of the Bankruptcy Code (the “**Committee Professionals**” and, together with the Debtor Professionals, the “**Professional Persons**”) at any time before or on the first calendar day following delivery by the DIP Lenders of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice (these clauses (i) through (iii), the “**Pre-Carve Out Trigger Amounts**”); and (iv) Allowed Debtor Professional Fees not to exceed \$300,000 and Allowed Committee Professional Fees not to exceed \$50,000, incurred after the first calendar day following delivery by the DIP Lenders of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the “**Post-Carve Out Trigger Notice Cap**,” and together with the Pre-Carve Out Trigger Amounts, the “**Carve Out Amount**”). For purposes of the foregoing, “**Carve Out Trigger Notice**” shall mean a written notice delivered by email (or other electronic means) by the DIP Lenders to the Debtors, their restructuring counsel, the U.S. Trustee, and counsel to the Committee (if any), which notice may be delivered following the occurrence and during the continuation of an Event of Default and acceleration of the DIP Obligations under the DIP Facility, stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(b) Carve Out Funded Reserve. For the period prior to the delivery of the Carve Out Trigger Notice, the Debtors shall fund from the DIP Facility or cash on hand into a segregated account (the “**Funded Reserve Account**”) held by a third-party in trust for the benefit of

Professional Persons the amounts set forth in the Initial DIP Budget for Professional Persons. The Debtors shall use funds held in the Funded Reserve Account exclusively to pay Allowed Professional Fees and other obligations included within the Carve Out in accordance with the Initial DIP Budget as they become allowed and payable pursuant to the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any interim or final orders of the Court; provided that when all Allowed Professional Fees provided for in the Initial DIP Budget that have funded into the Funded Reserve Account have been paid, any unused funds remaining in the Funded Reserve Account for those periods shall revert to the DIP Collateral Agent for the benefit of the DIP Lenders. Funds transferred to the Funded Reserve Account shall be subject to the DIP Liens and DIP Superpriority Claims granted hereunder solely to the extent of such reversionary interest; provided, that, for the avoidance of doubt, such liens and claims shall be subject in all respects to the Carve Out.

(c) Carve Out Funding. Notwithstanding anything in the DIP Credit Documents to the contrary, on the day on which a Carve Out Trigger Notice is validly delivered (the “**Carve Out Trigger Notice Date**”), the Carve Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to first pay all DIP fees and DIP Lender expenses, then to fund to the Funded Reserve Account an amount equal to the then-unpaid amounts of the Allowed Professional Fees for the period prior to the Carve Out Trigger Notice Date. All funds in the Funded Reserve Account shall be used to pay the Pre-Carve Out Trigger Amounts, but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until paid in full, and then, to pay the obligations set forth in the Post-Carve Out Trigger Notice Cap, and then, to the extent the Funded Reserve Account has not been reduced to zero, to pay the DIP Collateral Agent for the benefit of the DIP Lenders, unless

the DIP Obligations have been indefeasibly paid in full, in cash, and all DIP Obligations have been terminated, in which case any such excess shall be paid to the Debtors. Further, notwithstanding anything to the contrary in the Interim Order, (i) disbursements by the Debtors from the Funded Reserve Account shall not constitute DIP Loans or increase or reduce the DIP Obligations and (ii) the failure of the Funded Reserve Account to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, which shall be senior to all DIP Superpriority Claims.

(d) The failure of the Funded Reserve Account to satisfy Professional Fees in full shall not affect the priority of the Carve Out; *provided* that, to the extent that the Funded Reserve Account is actually funded, the Carve Out shall be reduced by such funded amount dollar-for-dollar. In no way shall the Initial DIP Budget, Carve Out, Post-Carve Out Trigger Notice Cap, Funded Reserve Account, or any of the terms of the Interim Order be construed as a cap or limitation on the amount of the Allowed Debtor Professional Fees due and payable by the Debtors or that may be allowed by the Court at any time (whether by interim order, final order, or otherwise), but rather only a cap on the amount of Allowed Professional Fees that is entitled to the priority of the Carve Out. Any payment or reimbursement made prior to the occurrence of the Carve Out Trigger Notice Date in respect of any Allowed Professional Fees shall not reduce the Post-Carve Out Trigger Notice Cap.

(e) None of the DIP Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Persons incurred in connection with the Cases or any Successor Cases. Nothing in this Interim Order or otherwise shall be construed to obligate the DIP Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Persons or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

10. **Limitation on Use of the DIP Facility, the DIP Collateral and the Prepetition Collateral (Including Cash Collateral)**. Notwithstanding anything herein or in any other order of this Court to the contrary, the DIP Facility (including any disbursements set forth in the Initial DIP Budget or obligations benefitting from the Carve Out), the DIP Collateral, the Prepetition Collateral, any Cash Collateral or the Carve Out (other than the Investigation Budget Cap (as defined herein)) may not be used to (a) investigate, analyze, commence, prosecute, threaten, litigate, object to, contest or challenge in any manner or raise any defenses to the validity, perfection, priority, extent or enforceability of any amount due under the DIP Credit Documents, the Prepetition Credit Documents or the liens or claims granted under this Interim Order, the DIP Credit Documents or the Prepetition Credit Documents, including the Prepetition Liens and the DIP Liens, or any mortgage, security interest or lien with respect thereto, or any other rights or interests or replacement liens with respect thereto or any other rights or interests of any of the DIP Secured Parties or the Prepetition Secured Parties, (b) assert any claims and defenses, including any Avoidance Actions, or any other causes of action against the DIP Secured Parties or the Prepetition Secured Parties or, in each case, their respective agents, affiliates, subsidiaries, directors, officers, employees, representatives, attorneys or advisors, (c) prevent, hinder or otherwise delay the DIP Collateral Agent's or the Prepetition Agents' assertion, enforcement or realization on the Prepetition Collateral or the DIP Collateral, in accordance with the DIP Credit Documents, the Prepetition Credit Documents, or this Interim Order, the exercise of rights by the DIP Secured Parties or the Prepetition Secured Parties once an Event of Default (as defined herein) has occurred and is continuing or any other rights or interest of any of the DIP Secured Parties or the Prepetition Secured Parties following the occurrence of a DIP Termination Event and after the Remedies Notice Period (as defined below), (d) seek to subordinate (other than to the Carve Out

or as set forth in this Interim Order) or recharacterize the DIP Obligations or any of the Prepetition Obligations or to disallow or avoid any claim, mortgage, security interest, lien or replacement lien or payment thereunder, (e) seek to modify any of the rights granted to the DIP Secured Parties or any of the Prepetition Secured Parties hereunder or under the DIP Credit Documents or the Prepetition Credit Documents, in the case of each of the foregoing clauses (a) through (e), without such party's prior written consent, (f) pay any amount on account of any claims arising prior to the Petition Date unless such payments are approved by an order of this Court or otherwise permitted under the DIP Credit Documents, or (g) pay Allowed Professional Fees, disbursements, costs or expenses incurred by any person, including, without limitation, the Committee (if any), in connection with any of the foregoing. The "Investigation Budget Cap" means a cap of \$25,000 with respect to Allowed Professional Fees to be incurred by the Committee (if any) under the investigation budget.

11. **Payment of Compensation.** Nothing herein shall be construed as consent to the allowance of any Allowed Professional Fees, or shall affect the rights of the DIP Lenders' to object to the allowance and payment of such fees and expenses or to permit the Debtors to pay any such amounts not set forth in the Initial DIP Budget. Further, nothing herein shall be construed to obligate the DIP Lenders to pay any professional fees or to assure that the Debtors have sufficient funds on hand to pay any professional fees.

12. **Effect of Stipulations.**

(a) **Generally.** The admissions, stipulations, agreements, releases, and waivers set forth in this Interim Order (collectively, the "**Prepetition Lien and Claim Stipulations**") are and shall be binding on the Debtors. In addition, the Prepetition Lien and Claim Stipulations shall be binding on any subsequent trustee, responsible person, examiner with

expanded powers, any other estate representative, and all creditors and parties in interest and all of their successors in interest and assigns, including a Committee (if appointed), unless, and solely to the extent that, a party in interest with standing and requisite authority (other than the Debtors, as to which any Challenge (as defined below) is irrevocably waived and relinquished) (i) has timely filed the appropriate pleadings and timely commenced the appropriate proceeding required under the Bankruptcy Code and Bankruptcy Rules, including as required pursuant to Part VII of the Bankruptcy Rules (in each case subject to the limitations set forth in this paragraph 12) challenging the Prepetition Lien and Claim Stipulations (each such proceeding or appropriate pleading commencing a proceeding or other contested matter, a “**Challenge**”) by no later than seventy-five (75) calendar days from the entry of this Interim Order (the “**Challenge Deadline**” and, such period, the “**Challenge Period**”), as such applicable date may be extended in writing from time to time in the sole discretion of each of the ABS Trustee or the Prepetition Senior Secured Noteholders, as applicable (without additional notice to or approval from this Court), or by this Court for good cause shown pursuant to an application filed by a party in interest prior to the expiration of the Challenge Deadline; and (ii) this Court enters judgment in favor of the plaintiff or movant in any such timely and properly commenced Challenge proceeding and any such judgment has become a final judgment that is not subject to any further review or appeal. Notwithstanding the foregoing, if a chapter 11 trustee is appointed or the Chapter 11 Cases are converted to chapter 7 prior to the expiration of the Challenge Deadline, the chapter 11 trustee or chapter 7 trustee, as applicable, shall have until the later of the Challenge Deadline or the tenth (10th) day after the appointment of the chapter 11 trustee or the conversion of the Chapter 11 Cases to chapter 7, as applicable, to commence a Challenge, subject to any further extension by order of the Court for cause. Subject to the entry of the Final Order, the timely filing of a motion seeking

standing to file a Challenge before the termination of the Challenge Period shall toll the Challenge Deadline only as to the party that timely filed such standing motion and only with respect to the specific Challenges identified in such standing motion until such motion is resolved or adjudicated by the Court. Any pleadings, including, but not limited to, the complaint, filed in any Challenge proceeding shall set forth with specificity the basis for such Challenge (and any Challenge not so specified prior to the Challenge Deadline shall be deemed forever waived, released and barred). The Court may fashion any appropriate remedy following a successful Challenge.

(b) Binding Effect. To the extent no Challenge is timely and properly commenced by the Challenge Deadline, or to the extent such proceeding does not result in a final and non-appealable judgment or order of this Court that is inconsistent with the Prepetition Lien and Claim Stipulations, then, without further notice, motion, or application to, order of, or hearing before this Court and without the need or requirement to file any proof of claim, (x) the obligations in respect of the Prepetition Credit Documents shall constitute allowed claims, not subject to any claims and defenses (whether characterized as a counterclaim, setoff, subordination, recharacterization, defense, avoidance, contest, attack, objection, recoupment, reclassification, reduction, disallowance, recovery, disgorgement, attachment, “claim” (as defined by Bankruptcy Code section 101(5)), impairment, subordination (whether equitable, contractual or otherwise) or other challenge of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law), for all purposes in these Chapter 11 Cases and any subsequent chapter 7 case; (y) the Prepetition Liens shall not be subject to any other or further Challenge, including, without limitation, any claims and defenses, which shall be deemed to be forever waived and barred, and all parties in interest shall be enjoined from seeking to exercise the rights of the Debtors’ estates, including any successor thereto (including any estate representative or a trustee, whether such trustee is

appointed or elected prior to or following the expiration of the Challenge Period); and (z) the Prepetition Lien and Claim Stipulations shall, pursuant to this Interim Order, be of full force and effect and forever binding upon the applicable Debtor's estate and all creditors, interest holders and other parties in interest, including a trustee, responsible individual, examiner with expanded powers, or other representative of the Debtors' estates, in these Chapter 11 Cases and any Successor Cases.

(c) Notwithstanding anything to the contrary herein, if any such Challenge proceeding is properly and timely commenced, the Prepetition Lien and Claim Stipulations shall nonetheless remain binding on all other parties in interest and preclusive as provided in subparagraph (b) above, except to the extent that any of such Prepetition Lien and Claim Stipulations is expressly the subject of a timely and properly filed Challenge, which Challenge is successful as set forth in a final judgment as provided in subparagraph (b) above. To the extent any such Challenge proceeding is timely and properly commenced, the Prepetition Secured Parties shall be entitled to payment of the related costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred under the Prepetition Credit Documents in defending themselves in any such proceeding as adequate protection. Nothing in this Interim Order vests or confers on any person, including the Committee (if any), standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to the Prepetition Lien and Claim Stipulations, and all rights to object to such standing are expressly reserved.

13. **Section 506(c) Claims.** Nothing contained in this Interim Order shall be deemed a consent by the DIP Secured Parties to any charge, lien, assessment, or claim against the DIP Collateral under section 506(c) of the Bankruptcy Code or otherwise. Upon entry of the Final

Order, no costs or expenses of administration that have been or may be incurred in the Chapter 11 Cases or any Successor Cases at any time may be charged against the DIP Collateral Agent or any of its claims or the DIP Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise.

14. **Collateral Rights**. Subject to the rights of parties in interest set forth in paragraph 12 herein, unless the DIP Lenders or ABS Trustee, respectively, have provided their prior written consent or all DIP Obligations or Prepetition ABS Obligations, respectively, have been paid in full in cash (or will be paid in full in cash upon entry of an order approving indebtedness described in subparagraph (a) below) and all commitments to lend have terminated:

(a) The Debtors shall not seek entry, in these Chapter 11 Cases, or in any Successor Cases, of any order that authorizes the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other lien on all or any portion of the DIP Collateral or the ABS Prepetition Collateral and/or entitled to priority administrative status that is senior or *pari passu* to those granted to the DIP Collateral Agent or the ABS Trustee, respectively, pursuant to this Interim Order, unless such credit or indebtedness is sufficient to pay all of the DIP Obligations or the Prepetition ABS Obligations, as applicable, in full in cash; and

(b) The Debtors shall not consent to relief from the automatic stay by any persons other than the DIP Collateral Agent or the ABS Trustee to proceed against any DIP Collateral or ABS Prepetition Collateral having a fair market value in excess of \$20,000 without the express written consent of the DIP Lenders or the ABS Trustee, as applicable.

15. **DIP Termination Events**. Subject to any obligations under the Carve Out and any applicable grace period under the DIP Credit Documents and this Interim Order and the Remedies

Notice Period, the DIP Obligations shall accelerate and become immediately due and payable in full, in each case without further notice or action by the Court following the earliest to occur of any of the following, unless waived in writing by the DIP Lenders (each a “**DIP Termination Event**”): (i) the occurrence of any Event of Default (as defined herein); (ii) the Debtors’ failure to comply with any provision of this Interim Order; (iii) the occurrence of the Maturity Date (as defined in the DIP Term Sheet); (iv) the entry of an order authorizing the use of DIP Collateral or Cash Collateral or financing under Bankruptcy Code section 364 or the filing by the Debtors of a motion seeking such authority, in each case without the consent of the DIP Lenders; (v) dismissal or conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; (vi) termination of this Interim Order; (vii) the filing of a plan or disclosure statement that is not approved by the DIP Lenders; and (viii) the filing of a motion, plan, or disclosure statement seeking, directly or indirectly, repayment of the DIP Obligations without providing for (a) the prior repayment in full of the Prepetition ABS Obligations or (b)(i) with respect to the Library Sale (as defined in the DIP Term Sheet) or (ii) in the event the Challenge Period has not expired with respect to the Prepetition ABS Obligations, in each case, a reservation by the Debtors of an amount in cash sufficient to satisfy the Prepetition ABS Obligations in full.

16. **Disposition of Collateral.** Subject to the rights of parties in interest set forth in paragraph 12 herein, the Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral or the ABS Prepetition Collateral, without the prior written consent of the DIP Lenders or the ABS Trustee, as applicable (and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Secured Parties, the ABS Trustee, or an order of this Court), except as provided in the DIP Term Sheet and this Interim Order.

17. **Events of Default.** The occurrence of an “Event of Default” under the DIP Term Sheet shall constitute an event of default under this Interim Order, unless expressly waived in writing by the DIP Collateral Agent, and such Events of Default are explicitly incorporated by reference into this Interim Order (collectively, the “**Events of Default**”). The failure of the Debtors to achieve a “Chapter 11 Milestone” by the applicable “Specified Deadline” (each as defined in the DIP Term Sheet) (a “**Bankruptcy Milestone**”), as set forth in Exhibit I to the DIP Term Sheet shall, constitute an Event of Default.

18. **Rights and Remedies Upon a DIP Termination Event**

(a) The Debtors shall promptly provide notice to counsel to the DIP Secured Parties, counsel to the ABS Trustee, and counsel to the Committee (if any) of the occurrence of any DIP Termination Event. Upon the occurrence and during the continuation of a DIP Termination Event (regardless of whether the Debtors have given the notice described in the previous sentence), and subject to the full funding of the Carve Out, and following the giving of not less than five (5) business days’ prior written notice of such occurrence by the DIP Lenders, which may be via email, to the Debtors and their counsel, counsel to the ABS Trustee, counsel for the Committee, if any, and the U.S. Trustee (such notice, the “**Remedies Notice**,” and such period, the “**Remedies Notice Period**”), (i) the DIP Secured Parties shall be entitled to exercise any of their rights and remedies against the DIP Collateral available to them under this Interim Order, the DIP Credit Documents, and applicable non-bankruptcy law in accordance with the DIP Credit Documents, (ii) the Prepetition Secured Parties may exercise any rights and remedies to satisfy the Prepetition Obligations and Adequate Protection Obligations, subject to the DIP Obligations, the DIP Superpriority Claims, the Permitted Liens (if any), and the Carve Out, in accordance with the relative lien priorities with respect to the applicable collateral as set forth in Exhibit C hereto and

in accordance with the Prepetition Credit Documents; and (iii) any obligation otherwise imposed on the DIP Secured Parties to provide any loan or advance to the Debtors pursuant to the DIP Credit Documents shall immediately be terminated. Nothing in this Interim Order shall limit the ability of any party to immediately exercise rights and remedies with respect any non-Debtor.

(b) Notwithstanding the preceding paragraph, immediately following the giving of notice by the DIP Lenders of the occurrence of a DIP Termination Event, and subject to the full funding of the Carve Out: (i) the Debtors shall continue to deliver and cause the delivery of the proceeds of DIP Collateral to the DIP Lenders as provided in the DIP Term Sheet and this Interim Order; (ii) the DIP Lenders shall continue to apply such proceeds in accordance with the provisions of this Interim Order and of the DIP Term Sheet; (iii) the Debtors shall have no right to use any of such proceeds other than towards the satisfaction of the DIP Obligations and the Carve Out, or as otherwise agreed by the DIP Lenders in writing in their respective sole discretion; and (iv) any obligation otherwise imposed on the DIP Lenders to provide any loan or advance to the Debtors pursuant to the DIP Credit Documents shall immediately be suspended. Upon delivery of a Remedies Notice, each of the DIP Secured Parties, the Prepetition Secured Parties, the Debtors, and the Committee (if any) as applicable, consent to a hearing on an expedited basis to consider (x) whether a DIP Termination Event has occurred and (y) any appropriate relief; *provided* that if a request for such hearing is made prior to the end of the Remedies Notice Period, then the Notice Period shall be continued until the Court hears and rules with respect thereto. At the end of the Remedies Notice Period, unless this Court has entered an order to the contrary or otherwise fashioned an appropriate remedy, the Debtors' right to use Cash Collateral shall immediately cease, unless otherwise provided herein, and the Prepetition Secured Parties, and the DIP Secured

Parties shall have the right set forth in paragraph (a) immediately above, without the necessity of seeking relief from the automatic stay.

(c) Nothing included herein shall prejudice, impair, or otherwise affect the DIP Secured Parties' or the ABS Trustee's rights to seek any other or supplemental relief in respect of the DIP Secured Parties' or the ABS Trustee's rights, as provided in the DIP Term Sheet or the other DIP Facility Documents.

19. **Payments Free and Clear.** Subject in all respects to the Carve Out, any and all payments or proceeds remitted to the DIP Secured Parties or Prepetition Secured Parties pursuant to the provisions of this Interim Order, the DIP Credit Documents or any subsequent order of the Court shall be irrevocably received free and clear of any claim, charge, assessment or other liability, including without limitation, any such claim or charge arising out of or based on, directly or indirectly, Bankruptcy Code sections 506(c) or 552(b), whether asserted or assessed by, through or on behalf of the Debtors.

20. **Indemnification.** The Debtors shall indemnify and hold harmless the DIP Collateral Agent, the DIP Lenders, and each of their respective affiliates and each of their respective officers, directors, employees, agents, advisors, attorneys and representatives (collectively, the "**Indemnified Parties**"), from and against all reasonable and documented out-of-pocket costs, expenses, liabilities arising out of or relating to the transactions contemplated hereby and any actual or proposed use of the proceeds of any loans made under the DIP Facility, and such other liabilities as set forth in, in accordance with and subject to the limitations of the DIP Credit Documents; *provided* that no Indemnified Parties will be indemnified for any losses, claims, damages, liabilities or related expenses to the extent determined by a final, nonappealable

judgment of a court of competent jurisdiction to have been incurred solely by reason of the gross negligence or willful misconduct of such Indemnified Parties.

21. **Proofs of Claim.** Neither the DIP Collateral Agent nor the DIP Lenders will be required to file proofs of claim in these Chapter 11 Cases or any Successor Cases in order to assert claims arising under the DIP Credit Documents. None of the Prepetition Agents, the ABS Noteholders, nor the Prepetition Senior Secured Noteholders shall be required to file proofs of claim in these Chapter 11 Cases or any Successor Cases in order to assert claims on behalf of themselves or the Prepetition Secured Parties on account of the obligations arising under the Prepetition Credit Documents, including, without limitation, any principal, unpaid interest, fees, expenses, and other amounts under the Prepetition Credit Documents.

22. **Other Rights and Obligations.**

(a) **Good Faith Under Section 364(e) of the Bankruptcy Code. No Modification or Stay of this Interim Order.** The DIP Secured Parties have acted in good faith in connection with negotiating the DIP Credit Documents and extending credit under the DIP Facility, and their reliance on this Interim Order is in good faith. Based on the findings set forth in this Interim Order and the record made during the Interim Hearing, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this Interim Order are hereafter reversed, modified, amended, or vacated by a subsequent order of this or any other Court, the DIP Collateral Agent and the DIP Lenders are entitled to all the benefits and protections provided in section 364(e) of the Bankruptcy Code. Any such reversal, modification, amendment, or vacatur shall not affect the validity and enforceability of any advances made pursuant to this Interim Order or the liens or priority authorized or created hereby. Any claims, liens, or DIP Protections granted to the DIP Collateral Agent or the DIP Lenders hereunder arising prior to the effective date of such

reversal, modification, amendment, or vacatur shall be governed in all respects by the original provisions of this Interim Order, and the DIP Secured Parties shall be entitled to all of the rights, remedies, privileges, and benefits, including the DIP Protections granted herein, with respect to any such claim. Since the loans made pursuant to the DIP Term Sheet are made in reliance on this Interim Order, the obligations owed to the DIP Secured Parties prior to the effective date of any reversal or modification of this Interim Order cannot, as a result of any subsequent order in the Chapter 11 Cases or in any Successor Cases, be subordinated, lose their lien priority or super-priority administrative expense claim status, or be deprived of the benefit of the status of the liens and claims granted to the DIP Secured Parties under this Interim Order and/or the DIP Credit Documents.

(b) Binding Effect. The provisions of this Interim Order shall be binding upon and inure to the benefit of the DIP Secured Parties, the Prepetition Secured Parties, the Debtors, and each of their respective successors and assigns (including any trustee or other fiduciary hereinafter appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors) whether in the Chapter 11 Cases, in any Successor Cases, or upon dismissal of any such chapter 11 or chapter 7 cases.

(c) No Waiver. The failure of the DIP Secured Parties to seek relief or otherwise exercise their rights and remedies under the DIP Credit Documents, the DIP Facility, this Interim Order, or otherwise, as applicable, shall not constitute a waiver of the DIP Secured Parties' rights hereunder, thereunder, or otherwise. Notwithstanding anything herein, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair the DIP Secured Parties under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the rights of the DIP Secured Parties to (i) request

conversion of the Chapter 11 Cases to a case under chapter 7, dismissal of the Chapter 11 Cases, or the appointment of a trustee in the Chapter 11 Cases; or (ii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a plan of reorganization; or (iii) exercise any of the rights, claims, or privileges (whether legal, equitable, or otherwise) the DIP Secured Parties may have pursuant to this Interim Order, the DIP Credit Documents, or applicable law. Nothing in this Interim Order shall interfere with the rights of any party with respect to any non-Debtor.

(d) No Third-Party Rights. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

(e) No Marshaling. Subject to entry of the Final Order, the DIP Secured Parties shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral.

(f) Section 552(b). In light of the DIP Secured Parties’ agreement to subordinate their liens and super-priority claims to the Carve Out, and subject to entry of the Final Order, the DIP Secured Parties are entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the “equities of the case” exception shall not apply with respect to proceeds, product, offspring, or profits of any of the DIP Collateral.

(g) Amendment. The Debtors and the DIP Lenders may amend or waive any provision of the DIP Credit Documents, *provided* that, to the extent such amendment or waiver impairs the Debtors or the DIP Collateral, or the ABS Trustee, ABS Noteholders or ABS Prepetition Collateral or otherwise constitutes a material modification of the DIP Credit Documents, such amendment or waiver must be on notice to the U.S. Trustee and counsel to the ABS Trustee, who shall have five (5) business days from the date of such notice within which to

object in writing to such amendment or waiver. If the U.S. Trustee or ABS Trustee timely objects to any such amendment or waiver to the DIP Credit Documents, such amendment or waiver shall only be permitted pursuant to an order of this Court.

(h) Credit Bidding. In connection with any sale process authorized by the Court, (i) the DIP Collateral Agent may credit bid (each a “**Credit Bid**”) up to the full amount of the applicable outstanding DIP Obligations, in each case including any accrued interest and expenses, as provided for in section 363(k) of the Bankruptcy Code in any sale of any DIP Collateral, and (ii) the Prepetition Agents may Credit Bid up to the full amount of their respective outstanding Prepetition Obligations, including any accrued interest and expenses, as provided for in section 363(k) of the Bankruptcy Code in any sale of any Prepetition Collateral, in each case, whether such sale is effectuated through section 363 or section 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise, in each case, without further order from this Court authorizing the same. The DIP Collateral Agent and the Prepetition Agents, as applicable, shall each be considered a “Qualified Bidder” with respect to their rights to acquire all or any of the Debtors’ assets by Credit Bid.

(i) No Subrogation. In no event shall any person or entity who pays (or through the extension of credit to the Debtors, causes to be paid) any of the DIP Loans be subrogated, in whole or in part, to any rights, remedies, claims, privileges, liens, or security interests granted in favor of, or conferred upon, the DIP Secured Parties by the terms of this Interim Order, the other DIP Credit Documents, or otherwise at law or contract or in equity, unless and until such time as all of the DIP Loans have been indefeasibly paid in full in cash on a final basis and all lending commitments have been terminated under the DIP Facility and the DIP Secured Parties have received a full release in connection therewith.

(j) Rights Preserved. Other than as expressly set forth in this Interim Order, any other rights, claims, or privileges (whether legal, equitable, or otherwise) of the DIP Secured Parties and the Prepetition Secured Parties are preserved.

23. Releases. Subject to the rights and limitations set forth in paragraph 12 with respect to the Prepetition Secured Parties, each Debtor, for itself and its successors, assigns, parents, subsidiaries, affiliates, predecessors, employees, agents, heirs and executors, as applicable, hereby fully and unconditionally releases each of the Prepetition Agents, the DIP Lenders, the Prepetition Secured Parties, each in its capacity as such, and each of their respective directors, officers, employees, subsidiaries, affiliates, attorneys, financial advisors, investment bankers, agents, representatives, successors and assigns (collectively, the “Released Parties”) from any and all claims, causes of action, costs or demands of whatever kind or nature, whether known or unknown, liquidated or unliquidated, fixed or contingent, asserted or unasserted, foreseen or unforeseen, or matured or unmatured, which the Debtors may have had against the Released Parties by reason of any act or omission on the part of the Released Parties occurring prior to the date hereof, in each case regarding or relating to the DIP Term Sheet, the DIP Facility, the DIP Facility Documents or any document or instrument relating thereto, the Prepetition Senior Secured Notes Agreement, the “Note Documents” (as defined in the Prepetition Senior Secured Notes Agreement), or any document or instrument relating thereto, or the Prepetition ABS Agreements, the “Transaction Documents” (as defined in the Prepetition ABS Agreements), or any document or instrument relating thereto (collectively, the “Released Matters”); *provided*, that Released Matters shall not include any claims, causes of action, costs or demands of whatever kind or nature, whether known or unknown, liquidated or unliquidated, fixed or contingent, asserted or unasserted, foreseen or unforeseen, or matured or unmatured, resulting primarily from the gross negligence or willful

misconduct of the Released Parties, as determined by a court of competent jurisdiction in a final and non-appealable judgment or order.

24. **Transaction Support Agreement.** The Debtors are authorized, but not directed, to enter into the Transaction Support Agreement, which is attached to the DIP Motion as Exhibit B. The Debtors and the ABS Trustee are authorized, but not directed, to take any and all actions necessary to effectuate entry into the Transaction Support Agreement.

25. **Loss or Damage to Collateral.** Nothing in this Interim Order, the DIP Credit Documents or any other documents related to these transactions shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Secured Parties or the Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their business, or in connection with their restructuring efforts. So long as the DIP Secured Parties and the Prepetition Secured Parties comply with their obligations under the DIP Credit Documents and this Interim Order and their obligations, if any, under applicable law (including the Bankruptcy Code), (a) the DIP Secured Parties and the Prepetition Secured Parties shall not, in any way or manner, be liable or responsible for (i) the safekeeping of the DIP Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof or (iv) any act or default of any carrier, servicer, bailee, custodian, forwarding agency or other person and (b) all risk of loss, damage or destruction of the DIP Collateral shall be borne by the Debtors.

26. **Insurance.** To the extent that any of the Prepetition Secured Parties is listed as additional insured and/or loss payee under the Borrower's or Guarantors' (each as defined in the DIP Term Sheet) insurance policies, the DIP Lenders are deemed to be the additional insureds and/or loss payees under such insurance policies and shall act in that capacity and distribute any

proceeds recovered or received in respect of any such insurance policies, in each case, subject to the Carve Out, first, to the payment in full of the DIP Obligations and second, to the payment of the obligations arising under the Prepetition Credit Documents.

27. **Cooperation.** All Prepetition Secured Parties shall cooperate with the DIP Collateral Agent in its efforts to enforce its liens and security interests in the DIP Collateral. Such lenders shall not take or direct any entity to take any action designed or intended to hinder or restrict in any respect the DIP Collateral Agent from enforcing its rights or remedies in the DIP Collateral.

28. **Survival of Interim Order and Other Matters.** The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order that may be entered (i) confirming any chapter 11 plan in the Chapter 11 Cases; (ii) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code or any Successor Cases; (iii) to the extent authorized by applicable law, dismissing the Chapter 11 Cases; (iv) withdrawing the reference of the Chapter 11 Cases from this Court; or (v) providing for abstention from handling or retaining of jurisdiction of the Chapter 11 Cases in this Court. The terms and provisions of this Interim Order, including the DIP Protections granted pursuant to this Interim Order and the DIP Credit Documents, shall continue in full force and effect notwithstanding the entry of such order, and such DIP Protections shall maintain their priority as provided by this Interim Order until all the obligations of the Debtors to the DIP Secured Parties pursuant to the DIP Credit Documents have been indefeasibly paid in full in cash and discharged (such payment being without prejudice to any terms or provisions contained in the DIP Credit Documents that survive such discharge by their terms).

(a) Inconsistency. In the event of any inconsistency between the terms and conditions of the DIP Credit Documents or this Interim Order, the provisions of this Interim Order shall govern and control.

(b) Enforceability. This Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry of this Interim Order. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, 9024, or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry, and there shall be no stay of execution or effectiveness of this Interim Order. The rights of all parties in interest to object to the terms of the Final Order, the DIP Term Sheet, and any other DIP Facility Document at the Final Hearing are expressly reserved.

(c) Objections Overruled. All objections to the DIP Motion to the extent not withdrawn or resolved are hereby overruled on an interim basis.

(d) No Waivers or Modification of Interim Order. The Debtors irrevocably waive any right to seek any modification or extension of this Interim Order without the prior written consent of the DIP Lenders and the Prepetition Secured Parties, and no such consent shall be implied by any other action, inaction, or acquiescence of the DIP Secured Parties or the Prepetition Secured Parties.

(e) Necessary Action. The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Interim Order and the transactions contemplated hereby.

29. **Conditions Precedent**. Except as provided for in the Carve Out, no DIP Lender shall have any obligation to make any DIP Loan under the respective DIP Facility Documents

unless all of the conditions precedent to the making of such extensions of credit under the applicable DIP Facility Documents have been satisfied in full or waived in accordance with such DIP Facility Documents.

30. **Final Hearing.**

(a) The Final Hearing to consider entry of the Final Order and final approval of the DIP Facility is scheduled for \_\_\_\_\_, 2025, at \_\_:\_\_ .m. prevailing Eastern time at the United States Bankruptcy Court for the District of Delaware. Any party in interest objecting to the relief sought at the Final Hearing shall file a written objection no later than \_\_\_\_\_, 2025, at \_\_:\_\_ .m. prevailing Eastern time, which objections shall be served so that the same are received on or before such date by: (i) proposed co-counsel for the Debtors, (a) Sheppard, Mullin, Richter & Hampton LLP, 321 North Clark Street, 32nd Floor, Chicago, Illinois 60654, Attn.: Justin Bernbrock (jbernbrock@sheppardmullin.com), and (b) Young, Conaway, Stargatt & Taylor LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn.: Joseph M. Mulvihill (jmulvihill@ycst.com); (ii) counsel for the DIP Secured Parties, (a) Morrison & Foerster LLP, 250 West 55th Street, Floor 20, New York, NY 10019, Attn: James A. Newton, Esq. (jnewton@mofo.com) and Miranda K. Russell, Esq. (mrussell@mofo.com) and (b) Potter Anderson & Corroon LLP, Hercules Plaza 1313 North Market Street, 6th Floor P.O. Box 951 Wilmington, DE 19801 (csamis@potteranderson.com); (iii) counsel for the Prepetition ABS Parties, Barnes & Thornburg LLP, One North Wacker Drive, Suite 4400, Chicago, IL 60606 (agavant@btlaw.com); (iii) counsel to the Committee, if any; and (iv) the U.S. Trustee, Attn: Rosa Sierra-Fox, Esq. (rosa.sierra-fox@usdoj.gov), and shall be filed with the Clerk of the Court, in each case to allow actual receipt of the foregoing no later than \_\_\_\_\_, 2025, at \_\_:\_\_ .m. prevailing Eastern time. If no objections to the relief sought in the Final Hearing are filed and

served in accordance with this Interim Order, no Final Hearing may be held, and a separate Final Order may be presented by the Debtors and entered by this Court.

(b) The Debtors shall promptly serve, by United States mail, first-class postage prepaid, notice of the entry of this Interim Order (which shall constitute adequate notice of the Final Hearing) to the parties having been given notice of the Interim Hearing and to any party that has filed a request for notices with this Court.

(c) Notwithstanding the terms of this Interim Order, this Court is not precluded from entering a Final Order containing provisions that are inconsistent with, or contrary to, any of the terms in this Interim Order, subject to the protections under Section 364(e) and the rights of the DIP Lenders to terminate the DIP Term Sheet if such Final Order is not acceptable to them. In the event this Court modifies any of the provisions of this Interim Order or the DIP Credit Documents following such further hearing, such modifications shall not affect the rights and priorities of DIP Secured Parties pursuant to this Interim Order with respect to the DIP Collateral, and any portion of the DIP Obligations that arises or is incurred, advanced, or paid prior to such modifications (or otherwise arising prior to such modifications), and this Interim Order shall remain in full force and effect except as specifically amended or modified at such Final Hearing.

31. **Effect of this Interim Order.** This Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and, notwithstanding Bankruptcy Rules 6003 and 6004 or any other Bankruptcy Rule, shall take effect and be enforceable as of the Petition Date immediately upon execution thereof, and there shall be no stay of execution or effectiveness of this Interim Order.

32. **Retention of Jurisdiction.** The Court has and will retain jurisdiction to enforce this Interim Order according to its terms.

**Exhibit A**

**DIP Term Sheet**

**DIP Term Sheet**  
**Village Roadshow Entertainment Group (BVI) Limited, et al.**

**THIS TERM SHEET DOES NOT CONSTITUTE AN OFFER OF SECURITIES OR A SOLICITATION OF THE ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN FOR PURPOSES OF SECTIONS 1125 AND 1126 OF TITLE 11 OF THE UNITED STATES CODE (THE “BANKRUPTCY CODE”). ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.**

<u>Borrower:</u>	Village Roadshow Entertainment Group (BVI) Limited.
<u>Guarantors:</u>	Each subsidiary of the Borrower (other than (i) Zoo Film Partners L.P. and (ii) DTE Film Partners LP) (the “ <u>Guarantors</u> ”, and together with the Borrower, the “ <u>Debtors</u> ”).
<u>Collateral Agent:</u>	FMP Agency Services, LLC.
<u>DIP Lenders:</u>	The Lenders on Annex A hereto.
<u>DIP Facility:</u>	A multiple-draw secured term loan facility (the “ <u>DIP Facility</u> ,” and all loans under such DIP Facility, collectively, the “ <u>DIP Loans</u> ,” and each, a “ <u>DIP Loan</u> ”) in the maximum principal amount of up to \$12,786,104.96 (the “ <u>DIP Facility Amount</u> ”), including new money term loans in an amount up to \$7,000,000 (the “ <u>New Money Commitment Amount</u> ”), in each case subject to and in accordance with the DIP Budget (as defined below). All outstanding DIP Loans (together with all accrued and unpaid interest, fees, expenses and other amounts outstanding, the “ <u>DIP Facility Obligations</u> ”) shall become due and payable on the Maturity Date (as defined below).
<u>Roll-up:</u>	The DIP Facility will include a roll-up of \$5,786,104.96 of the “ <u>Obligations</u> ” with respect to the “ <u>Tranche 3 Bridge Notes</u> ” under and as defined in the Prepetition Bridge Agreement (as defined below) (the “ <u>Roll up</u> ”). The Roll-up will be approved pursuant to the Final DIP Order.  “ <u>Prepetition Bridge Agreement</u> ” means the Fifth Amended and Restated Note Purchase Agreement, dated January 21, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time).
<u>Bankruptcy Case:</u>	The jointly administered bankruptcy cases of the Debtors filed under the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “ <u>Bankruptcy Court</u> ”) on March

	17, 2025 (the “ <u>Petition Date</u> ”).
<u>Operative Documents:</u>	This DIP Term Sheet, the “Note Documents” (as defined in the Prepetition Bridge Agreement) to the extent incorporated herein by reference, and any other security documents and other agreements entered into between or among the DIP Lenders and the Debtors on or after the date hereof, together with the DIP Order (as defined below).
<u>Availability:</u>	<p>Subject to entry by the Bankruptcy Court of an initial order substantially in the form attached hereto as Exhibit II and otherwise satisfactory to the Collateral Agent and the DIP Lenders approving the DIP Facility on an interim basis (the “<u>Interim DIP Order</u>”) and satisfaction by the Debtors of the conditions precedent set forth in the “Conditions Precedent to the Initial DIP Loans” section of this DIP Term Sheet, the Borrower shall be permitted to borrow an amount up to \$500,000.00 (the “<u>Initial DIP Loans</u>”) for the purposes set forth below and in accordance with the DIP Budget.</p> <p>Subject to entry by the Bankruptcy Court of a final order in form and substance satisfactory to the Collateral Agent and the DIP Lenders approving the DIP Facility on a final basis (the “<u>Final DIP Order</u>”) and, together with the Interim DIP Order, the “<u>DIP Order</u>”) and satisfaction by the Debtors of the conditions precedent set forth in the “Conditions Precedent to Each Subsequent Borrowing” section of this DIP Term Sheet, the Borrower shall be permitted to borrow an amount up to \$12,786,104.96 (less the amount of DIP Loans previously made by the DIP Lenders), inclusive of the Roll-up, for the purposes set forth below and in accordance with the DIP Budget; <i>provided that</i> unless consented to by the DIP Lenders, (i) the Borrower may not borrow less than \$250,000 in DIP Loans as part of any single borrowing, (ii) there shall be no more than four (4) borrowings of DIP Loans (including the borrowing of the Initial DIP Loans) and (iii) the Borrower may not request a new borrowing of DIP Loans earlier than fifteen (15) calendar days after the most recent borrowing date of DIP Loans.</p> <p>The DIP Lenders shall fund the DIP Loans in accordance with the commitment amounts and percentages set out on Annex A hereto. The obligations of the DIP Lenders shall be several and not joint and no DIP Lender shall be responsible or liable for the failure of any other DIP Lender to fund a DIP Loan. Unless otherwise expressly set forth in this DIP Term Sheet or the DIP Order, all payments made by the Debtors and all other obligations set forth</p>

	herein shall be made to, and for the benefit of, the Lenders on a ratable basis.
<u>Term:</u>	<p>Unless otherwise extended in writing by the DIP Lenders, the period from the date the Initial DIP Loans are made to the earliest of: (i) the Scheduled Maturity Date (as defined below); (ii) the occurrence of an Event of Default (as defined below); and (iii) the consummation of a Library Sale (as defined below) (such date, the “<u>Maturity Date</u>”).</p> <p>“<u>Library Sale</u>” shall mean the sale, pursuant to Bankruptcy Code section 363, of certain motion picture assets, and assets related thereto, of the Debtors (or their affiliates) to CP Ventura LLC or another winning bidder (the “<u>Library Buyer</u>”) pursuant to the terms of the Purchase Agreement.</p> <p>“<u>Purchase Agreement</u>” shall mean that certain Purchase Agreement, dated as of March 13, 2025, by and among CP Ventura LLC, the Borrower and certain subsidiaries of the Borrower party thereto, together with all schedules, exhibits and attachments thereto, or another purchase agreement satisfactory to the Collateral Agent and the DIP Lenders.</p> <p>“<u>Scheduled Maturity Date</u>” shall mean July 8, 2025 (or such later date as may be agreed by the DIP Lenders).</p>
<u>Use of Proceeds:</u>	<p>Subject to the provisions of the DIP Order, and in accordance with the DIP Budget, proceeds of the DIP Loans may be used by the Borrower to: (a) finance its working capital needs and for any other general corporate purposes; and (b) pay related transaction costs, fees, liabilities and expenses (including professional fees and expenses) and other administration costs incurred in connection with and for the benefit of the Bankruptcy Case. Nothing in the DIP Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or the Debtors’ use of any proceeds resulting therefrom, except as permitted in the DIP Order and in accordance with the DIP Budget. No proceeds of the DIP Loans shall be used to fund any investigation by a committee, or any claims or actions against the Collateral Agent or the DIP Lenders except as provided in the DIP Order.</p>
<u>Interest:</u>	<p>The outstanding principal amount of DIP Loans will bear interest at a fixed rate equal to 16.0% per annum based on a 360-day year. All interest shall accrue on the DIP Loans and shall be paid by increasing the principal amount of the DIP Loans (after which such additional DIP Loans shall accrue interest as provided in this</p>

	<p>DIP Term Sheet and be treated as DIP Loans for all purposes) monthly on the first day of each month following the making of the Initial DIP Loans. All accrued and unpaid interest shall be paid in cash on the Maturity Date and otherwise at the time of prepayment or repayment.</p> <p>During the continuance of an Event of Default, any amounts outstanding under the DIP Facility will bear interest at an additional 2.0% per annum above the then applicable interest rate. Such interest shall be payable in cash on demand of the DIP Lenders.</p>
<p><u>Fees:</u></p>	<p>As a material inducement to the DIP Lenders to make the DIP Loans to the Borrower, the Borrower shall pay the DIP Lenders the following fees:</p> <ul style="list-style-type: none"> <li>(a) A fee equal to 3.0% of the DIP Facility Amount, which shall be fully earned on the Petition Date (the “<u>Commitment Fees</u>”) and which fees shall be earned by the DIP Lenders in accordance with their pro rata share of the DIP Facility Amount; and</li> <li>(b) a fee equal to 2.0% of the aggregate principal amount of the DIP Loans actually advanced under the DIP Facility (regardless of and without giving effect to any repayment or prepayment thereof) excluding the amount of the Roll up in respect thereof (the “<u>DIP Exit Fee</u>”, and together with the Commitment Fees, the “<u>DIP Fees</u>”), which fee shall be earned by the DIP Lenders in accordance with their pro rata share of the DIP Facility Amount upon the funding of the applicable DIP Loans and the effectiveness of the Roll up in respect thereof.</li> </ul> <p>All DIP Fees shall be payable to the DIP Lenders upon the Maturity Date or any prior date on which the obligations under the DIP Facility are paid in full or become due and payable. If not paid when due, the DIP Fees shall thereafter accrue interest at the default interest rate.</p>
<p><u>Optional Prepayments and Commitment Reductions:</u></p>	<p>No early repayment or prepayment of any DIP Loans or any voluntary DIP Facility commitment reductions shall be permitted without the prior written consent of the DIP Lenders.</p>
<p><u>Mandatory Prepayments:</u></p>	<p>Mandatory prepayments of the DIP Loans shall be required in an amount equal to (i) 100% of the cash proceeds from any asset sale or series of related asset sales by the Debtors, net only of actual costs necessary to close such sale or sales and, in the case of the</p>

	<p>Library Sale, as required to pay or reserve for the ABS Obligations, in each case in accordance with terms, conditions and procedures approved by the DIP Lenders; (ii) 100% of insurance and condemnation proceeds (including the return of unearned premiums), in each case received by any Debtor; and (iii) the proceeds of any extraordinary amounts received by or on behalf of any Debtor, including without limitation, the proceeds of the incurrence of any indebtedness or any equity contributions.</p> <p>“<u>ABS Obligations</u>” means the obligations of each “Indenture Securitization Entity” (as defined in the Prepetition ABS Agreement (as defined below)) to make due and punctual payment of all monetary obligations to the “Noteholders” (as defined in the Prepetition ABS Agreement) under the Prepetition ABS Agreement or any other “Transaction Document” (as defined in the Prepetition ABS Agreement), whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising.</p>
<p><u>Collateral:</u></p>	<p>All obligations of the Debtors under the DIP Facility will be secured by all real, personal, and mixed property (including equity interests and following entry of the Final DIP Order, the proceeds of claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, and 550 of the Bankruptcy Code (“<u>Avoidance Actions</u>”)) of the Debtors’ respective estates in the Bankruptcy Case in the priority set forth under “Priority and Liens,” below, including, without limitation, all inventory, accounts receivable, general intangibles, contracts, chattel paper, owned real estate, real property leaseholds, governmental approvals, licenses and permits, fixtures, machinery, equipment, deposit accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, securities, partnership interests, membership interests in limited liability companies, and capital stock of any subsidiary of any of the Debtors, including, without limitation, the products and proceeds thereof.</p>
<p><u>Guaranty:</u></p>	<p>Each Guarantor shall absolutely, unconditionally and irrevocably guarantee, as primary obligor and not merely as surety, the full and punctual payment and performance of all present and future obligations, liabilities, covenants and agreements required to be observed and performed or paid or reimbursed by any Debtor under or relating to this DIP Term Sheet or any other Operative Document, plus all costs, expenses and fees (including the reasonable fees and expenses of counsel to the Collateral Agent and the DIP Lenders) in any way relating to the enforcement or protection of the rights of the Collateral Agent or the DIP Lenders</p>

	<p>hereunder (collectively, the “<u>Guaranteed Obligations</u>”, and the Collateral Agent and the DIP Lenders, collectively, the “<u>Beneficiaries</u>”).</p> <p>Each Guarantor hereby irrevocably waives, to the fullest extent permitted by law (i) all diligence, presentments, demands for payment or performance, notices of nonpayment or nonperformance, notice of acceptance, protest, dishonor or any other fact or circumstance that might increase the risk to any Guarantor hereunder, (ii) all other notices or demands of any kind or nature whatsoever with respect to the Guaranteed Obligations, (iii) any right to require any Beneficiary to proceed against, or make an initial demand for payment or pursue any other remedy in such Beneficiary’s power whatsoever, (iv) the benefit of, or any bar to recovery based on, any statute of limitations, (iv) any amendment, extension, renewal, adjustment, waiver or release of any Operative Document or the Guaranteed Obligations without such Guarantor’s consent and (v) any other defense otherwise available to, or event or circumstance that would otherwise constitute a legal or equitable discharge of, or result in any change or limitation of the liability of, a surety or guarantor, including such Guarantor (other than payment in full of the Guaranteed Obligations).</p> <p>The guaranty set forth herein is a guaranty of payment and performance and not of collection.</p>
<p><u>Adequate Protection:</u></p>	<p>As adequate protection, pursuant to sections 105, 361, 363(e) and 364(d)(1) of the Bankruptcy Code, and in consideration for the “Noteholders” under the Prepetition Bridge Agreement (the “<u>Prepetition Noteholders</u>”) consenting to Borrower continuing to use the Collateral (as defined in the Prepetition Bridge Agreement, the “<u>Prepetition Collateral</u>”), including Cash Collateral (as defined in Bankruptcy Code section 363(a)), and the priming of the liens securing the obligations under the Prepetition Bridge Agreement by the liens securing the DIP Facility, the Prepetition Noteholders shall receive, <i>inter alia</i>, (a) replacement liens on DIP Collateral securing borrowings made under the Prepetition Bridge Agreement and the “Note Documents” (as defined in the Prepetition Bridge Agreement) and (b) an allowed superpriority claim against each of the Debtors as provided in sections 503 and 507(b) of the Bankruptcy Code in the Bankruptcy Case, in each case, subject to the Carve-Out and in accordance with the priorities set forth herein and in the DIP Order, and in an amount equal to the aggregate diminution in value of its interests in the Prepetition Collateral occurring on or after the Petition Date.</p>

	<p>In addition to (a) and (b) above, the Prepetition Noteholders shall receive additional adequate protection in the form of reimbursement of the reasonable and documented fees and expenses of professionals selected by the Required Holders (as defined in the Prepetition Bridge Agreement) (such reimbursement to be made in the manner and in accordance with the procedures set forth in the DIP Order with respect to fees accrued post-petition).</p>
<p><u>Priority and Liens:</u></p>	<p>(a) <u>Superpriority Claims.</u> Subject to the Carve-Out and the DIP Order, the DIP Facility Obligations are entitled pursuant to section 364(c)(1) of the Bankruptcy Code (without the need to file a proof of claim) to a joint and several superpriority claim against the Debtors, with priority over any and all other obligations, liabilities, and indebtedness against the Debtors, now existing or hereafter arising, of any kind whatsoever, including on the proceeds of Avoidance Actions following entry of the Final DIP Order (but not the Avoidance Actions themselves), and including any and all administrative expenses or other claims of the kind specified in or arising under sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (following entry of the Final DIP Order), 507(a), 507(b), 546(c), 546(d), 552(b) (following entry of the Final DIP Order), 726, 1113, or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment, whether now in existence or hereafter incurred by the Debtors, and shall at all times be senior to the rights of the Debtors, each Debtor's estate and any successor trustee, estate representative, or any creditor, in the Bankruptcy Case or any subsequent cases or proceedings under the Bankruptcy Code (the "<u>DIP Superpriority Claim</u>"), and the DIP Superpriority Claim shall have recourse to and be payable from all prepetition and postpetition assets of the Debtors, including, but not limited to, the DIP Collateral.</p> <p>(b) <u>Lien on Unencumbered Assets.</u> Subject to the Carve-Out and the DIP Order, pursuant to section 364(c)(2) of the Bankruptcy Code, the DIP Facility Obligations are secured by a perfected first priority lien on all DIP Collateral that is not subject to valid, perfected, and non-avoidable liens as of the Petition Date and such liens are perfected without the necessity of the execution or filing of mortgages, security agreements, pledge agreements, financing statements, or other agreements.</p> <p>(c) <u>Junior Lien on Certain Encumbered Assets.</u> Subject to the Carve-Out and the DIP Order, pursuant to section 364(c)(3) of the</p>

Bankruptcy Code, the DIP Facility Obligations are secured by a perfected lien on all DIP Collateral (other than DIP Collateral described in clauses (b) and (d) of this Section, as to which the liens in favor of the Collateral Agent are as described in such sections) that is subject to valid and non-avoidable liens as of the Petition Date that were granted as security for the obligations under or in connection with the Prepetition ABS Agreement (as defined below) and which were perfected as of the Petition Date (the “Junior Lien Collateral”), which liens are junior to such valid, perfected, and non-avoidable liens and are perfected without the necessity of the execution or filing of mortgages, security agreements, pledge agreements, financing agreements, or other agreements.

(d) Priming Lien on Certain Encumbered Assets. Subject to the Carve-Out and the DIP Order, pursuant to section 364(d)(1) of the Bankruptcy Code, the DIP Facility Obligations are secured by a perfected first priority, senior priming lien on all the DIP Collateral on which liens were granted as security other than the Junior Lien Collateral, all of which existing liens, rights, and interests (the “Primed Liens”) shall be primed by and made subject and subordinate to the perfected first priority senior lien to be granted to the Collateral Agent for its and the DIP Lenders’ benefit (the “Priming Lien”), which Priming Lien also primes any liens granted after the Petition Date to provide adequate protection in respect of any of the Primed Liens, and such liens are perfected without the necessity of the execution or filing of mortgages, security agreements, pledge agreements, financing statements, or other agreements.

(e) Carve-Out. The priorities set forth above are subject, in each case, only to the “Carve-Out” as defined in the Final DIP Order, or, prior to the entry of the Final DIP Order, the Interim DIP Order. All of the liens and security interests described in this Section shall be effective and perfected as of the date that the Bankruptcy Court enters the Interim DIP Order, without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements, or other agreements or documents.

The Debtors shall execute and deliver to the Collateral Agent (for recordation or filing, as appropriate) such mortgages and pledges (and other security instruments), and be authorized pursuant to the DIP Order to file such financing statements and other instruments and documents, as shall be advisable (as determined by the Collateral Agent) to evidence and secure the DIP Facility

	<p>Obligations. The cost of such recordation and filing shall be set forth in the DIP Budget.</p> <p>“<u>Prepetition ABS Agreement</u>” means (a) that certain Base Indenture, dated as of November 10, 2020, among VR Funding LLC and VR Films Holdings (BVI) Limited, as the Parent Co-Issuers, and U.S. Bank National Association, as the Trustee, as supplemented by (b) that certain Group A Supplement dated as of November 10, 2020 among VR Funding LLC, VR Film Holdings (BVI) Limited, Village Roadshow Films (BVI) Limited, Village Roadshow Films North America Inc., Village Roadshow Films Global Inc. and Village Roadshow VS Films LLC, as Group A Co-Issuers, and U.S. Bank National Association, as the Trustee, as supplemented by (c) that certain Series 2020-1 Supplement dated as of November 10, 2020 among the Group A Co-Issuers and U.S. Bank National Association, as the Trustee, (d) that certain First Supplement to Base Indenture dated as of August 30, 2023 among the Parent Co-Issuers and U.S. Bank National Association, as the Trustee, (e) that certain First Supplement to Series 2020-1 Supplement dated as of August 30, 2023 among the Group A Co-Issuers and U.S. Bank National Association, as the Trustee, (f) that certain First Supplement to Group A Supplement dated as of August 30, 2023 by and among the Group A Co-Issuers and U.S. Bank National Association, as the Trustee, and (g) that certain Second Supplement to Group A Supplement dated as of September 29, 2023 in each case, as amended, supplemented or otherwise modified from time to time.</p>
<p><u>Conditions Precedent to the Initial DIP Loans:</u></p>	<p>The obligation of the DIP Lenders to provide the Initial DIP Loans shall be subject to the satisfaction of the following conditions precedent and any other conditions precedent contained in the Operative Documents (the “<u>Initial Borrowing Conditions</u>”), unless waived by the Collateral Agent and the DIP Lenders:</p> <ol style="list-style-type: none"> <li>1. The Interim DIP Order shall have been entered by the Bankruptcy Court, in form and substance satisfactory to the Collateral Agent and the DIP Lenders, and shall be in full force and effect and shall not have been vacated or stayed in any manner without the prior written consent of the Collateral Agent and the DIP Lenders, and the Borrower and Guarantors shall be in compliance in all respects with the Interim DIP Order.</li> <li>2. The Collateral Agent and the DIP Lenders shall have received the Initial DIP Budget (as defined below) in form and substance satisfactory to the Collateral Agent and DIP Lenders.</li> <li>3. There shall not have occurred any fact, event,</li> </ol>

	<p>circumstance or condition which could reasonably be expected to result in a termination of the Purchase Agreement.</p> <ol style="list-style-type: none"> <li>4. The Collateral Agent shall have received evidence satisfactory to it that it has, or concurrently with the making of the Initial DIP Loans shall have, a perfected lien on, and security interest in, the Collateral.</li> <li>5. The representations and warranties of the Debtors as described under “Representations and Warranties” below and in the other Operative Documents shall be true and correct in all material respects (without duplication of any materiality qualifiers therein) immediately prior to, and after giving effect to, the making of the Initial DIP Loans.</li> <li>6. No Event of Default and no condition which would constitute an Event of Default with the giving of notice or lapse of time or both shall exist.</li> <li>7. The Collateral Agent and the DIP Lenders shall have received all fees and other amounts due and payable, including reimbursement or payment of all documented out-of-pocket expenses (including reasonable legal fees and expenses of any professionals or professional firms).</li> <li>8. Receipt by the Collateral Agent and the DIP Lenders of a borrowing notice (a “<u>Borrowing Notice</u>”) in form and substance satisfactory to the Collateral Agent and the DIP Lenders.</li> <li>9. The Chapter 11 Milestones listed in <b><u>Exhibit I</u></b> hereto shall have been satisfied by the applicable Specified Deadline (as defined below).</li> </ol>
<p><u>Conditions Precedent to Each Subsequent Borrowing:</u></p>	<p>The obligation of the DIP Lenders to provide each DIP Loan after the Initial DIP Loans shall be subject to the satisfaction of the Initial Borrowing Conditions and the following additional conditions precedent, unless waived by the Collateral Agent and the DIP Lenders:</p> <ol style="list-style-type: none"> <li>1. The Final DIP Order shall have been entered by the Bankruptcy Court, in form and substance satisfactory to the Collateral Agent and the DIP Lenders, and shall be in full force and effect and shall not have been vacated or stayed in any manner without the prior written consent of</li> </ol>

	<p>the Collateral Agent and the DIP Lenders, and the Borrower and Guarantors shall be in compliance in all respects with the Final DIP Order.</p> <ol style="list-style-type: none"> <li>2. There shall not have occurred any fact, event, circumstance or condition which could reasonably be expected to result in a termination of the Purchase Agreement.</li> <li>3. The representations and warranties of the Debtors as described under “Representations and Warranties” below and in the other Operative Documents shall be true and correct in all material respects (without duplication of any materiality qualifiers therein) immediately prior to, and after giving effect to, the making of the Initial DIP Loans.</li> <li>4. No Event of Default and no condition which would constitute an Event of Default with the giving of notice or lapse of time or both shall exist.</li> <li>5. Receipt by the Collateral Agent and the DIP Lenders of a Borrowing Notice.</li> <li>6. The Chapter 11 Milestones listed in <b>Exhibit I</b> hereto shall have been satisfied by the applicable Specified Deadline.</li> </ol>
<p><u>Interpretation:</u></p>	<p>Where provisions are incorporated into the DIP Facility from the Prepetition Bridge Agreement in this DIP Term Sheet by reference, the following rules of interpretation apply: (a) references to the “Collateral Agent” and the “Noteholders” shall be deemed to be references to the Collateral Agent and the DIP Lenders, respectively, and references to the “Secured Parties” shall be deemed to be references to the Collateral Agent and the DIP Lenders collectively; (b) references to the “Company” and the “Guarantors” shall be deemed to be references to the Borrower and the Debtors, respectively, and any representation, warranty or obligation pursuant to any affirmative covenant or negative covenant incorporated into this DIP Term Sheet by reference to the Prepetition Bridge Agreement that is stated to apply to the “Company” shall be deemed to apply to each Debtor (unless the context requires otherwise); (c) references to the “Obligations” shall be deemed to be references to the DIP Facility Obligations; (d) references to the “Notes” shall be deemed to be references to the DIP Loans (including the Roll up), collectively; (e) references to the “Fifth Amendment and Restatement Effective Date” or “the date hereof” shall be deemed to be references to the date of the</p>

	<p>Interim DIP Order (<i>provided that</i> with respect to representations and warranties incorporated into this DIP Term Sheet by reference to the Prepetition Bridge Agreement, any representations made as of the “Fifth Amendment and Restatement Effective Date” or the “date hereof” shall be deemed to be made as of the date of the Interim DIP Order and as of the date of the borrowing of each DIP Loan as described under “Representations and Warranties” below); (f) for purposes of the reaffirmation of the “Note Documents” and the liens granted thereunder as provided in Section 25.11 of the Prepetition Bridge Agreement, references to the “Fourth A&amp;R Note Purchase Agreement” shall be deemed to be references to the Prepetition Bridge Agreement; (g) the filing of the Bankruptcy Case and actions taken by the Debtors in connection therewith (to the extent not in violation of this DIP Term Sheet, or the DIP Order) shall not be deemed to be a “Material Adverse Effect” for purposes of this DIP Term Sheet; (h) references to “this Agreement” and the “Note Documents” shall be deemed to be references to this DIP Term Sheet and the Operative Documents, as applicable; and (i) the schedules delivered by the Borrower on the “Fifth Amendment and Restatement Effective Date” shall be deemed to satisfy the requirement to deliver schedules under the terms of any provision of the Prepetition Bridge Agreement incorporated into this DIP Term Sheet so long as such schedules are supplemented with any additional information necessary to make such schedules true, accurate and complete as of the date of entry of the DIP Order and the date of each borrowing of a DIP Loan.</p>
<p><u>Representations and Warranties:</u></p>	<p>The representations and warranties set forth in Section 5 of the Prepetition Bridge Agreement (except for the representations set forth in Section 5.13 (Private Offering by the Company) and the first two sentences of Section 5.14 (Use of Proceeds; Margin Regulation)) are hereby incorporated in this DIP Term Sheet by reference and apply to the DIP Facility mutatis mutandis.</p> <p>The Debtors will be deemed to have made the above representations and warranties on the date of entry of the DIP Order and on the date of each borrowing of a DIP Loan.</p>
<p><u>Reporting Requirements:</u></p>	<p>The Borrower shall continue to comply with the reporting obligations in Section 7 of the Prepetition Bridge Agreement, which obligations are hereby incorporated in this DIP Term Sheet by reference and apply to the DIP Facility mutatis mutandis.</p> <p>Without limiting the foregoing, the Debtors shall provide the following to the DIP Lenders:</p>

	<p>(a) <u>Pleadings</u>. Drafts of all pleadings, motions, applications, judicial or financial information, and other documents to be filed by or on behalf of the Debtors with the Bankruptcy Court not less than three (3) calendar days prior to such filing, and the Debtors shall consult in good faith with the DIP Lenders regarding the form and substance of any such document.</p> <p>(b) <u>Notice of any Event of Default</u>. Promptly, and in any event within five days of the knowledge of any officer of any Debtor thereof, notice of the occurrence or existence of any Event of Default.</p> <p>(c) <u>Other Information</u>. Promptly, from time to time, such other information regarding the operations, business affairs, and financial condition of any Debtor, as the Collateral Agent or a DIP Lender may reasonably request.</p>
<p><u>DIP Budget and Budget Variance Covenant:</u></p>	<p>The Debtors and the DIP Lenders shall agree to an initial budget, including a 13-week cash-flow forecast setting forth all projected cash receipts and cash disbursements on a weekly basis (the “<u>Initial DIP Budget</u>”).</p> <p>The Debtors shall provide the DIP Lenders with an updated budget by no later than 5:00 p.m. ET on each Friday prior to the end of the then-applicable DIP Budget Period (as defined below) for the subsequent 13-week period. The initial budget period shall end on June 15, 2025, and each subsequent budget period shall end every week thereafter (each, a “<u>DIP Budget Period</u>”). Each updated budget shall be deemed approved by the DIP Lenders unless the DIP Lenders notify the Borrower of any objection to the updated budget within three business days after receipt of such updated budget (each such approved budget, a “<u>Supplemental Approved DIP Budget</u>” and together with the Initial DIP Budget, the “<u>DIP Budget</u>”); <i>provided that</i> if the Borrower is timely notified of an objection to any DIP Budget, the Borrower shall be subject to and be governed by the terms of the Initial DIP Budget or Supplemental Approved DIP Budget, as applicable, then in effect. For each DIP Budget Period, the Borrower shall provide to the DIP Lenders a budget variance report/reconciliation (the “<u>Budget Variance Report</u>”) on the fifth business day following the applicable DIP Budget Period and the Budget Variance Report shall set forth in reasonable detail actual disbursements, together with a statement certifying compliance with the DIP Budget Covenant (as defined below) set forth below. The Borrower shall not permit or suffer to exist, a variance of 7.5% or more of the net cash flow from the amounts set forth in the DIP Budget (each, a</p>

	<p>“<u>Permitted Variance</u>”), tested on a cumulative rolling two week basis (the “<u>DIP Budget Covenant</u>”).</p> <p>The DIP Lenders shall have no obligation to permit the use of proceeds of DIP Loans or Cash Collateral, and the Borrower shall have no authority to use proceeds of DIP Loans or Cash Collateral, other than in accordance with the DIP Budget, subject to the DIP Budget Covenant and as set forth in the DIP Order.</p>
<p><u>Affirmative Covenants:</u></p>	<p>The Debtors shall comply with the affirmative covenants set forth in Section 9 of the Prepetition Bridge Agreement (except for Sections 9.10 (Use of Proceeds), 9.14 (Participation Right in Future Incurrences of Non-Equity Indebtedness), 9.15 (Derivative Works) and 9.16 (Roll-up)), which obligations are hereby incorporated in this DIP Term Sheet by reference and apply to the DIP Facility mutatis mutandis. Without limiting the foregoing, the Debtors shall also, at all times, (a) comply with the DIP Order, (b) comply the DIP Budget Covenant, and (c) deliver all pleadings, motions and other documents filed with the Bankruptcy Court on behalf of the Debtors to the DIP Lenders and their counsel. In the event of any conflict between the terms of the affirmative covenants set forth in Section 9 of the Prepetition Bridge Agreement which are incorporated in this DIP Term Sheet by reference and the terms of the DIP Order or the DIP Budget Covenant, the terms of the DIP Order or the DIP Budget Covenant, as applicable, shall prevail.</p> <p>If requested by the DIP Lenders, then the Debtors agree to enter into a credit agreement with the DIP Lenders on substantially the same terms and conditions as set forth in this DIP Term Sheet.</p> <p>Without limiting the foregoing, the Debtors covenant that:</p> <ul style="list-style-type: none"> <li>(a) <u>Restructuring Advisor</u>. The Debtors shall maintain the retention of a restructuring advisor and a financial advisor satisfactory to the DIP Lenders; <i>provided that</i>, if a restructuring advisor or a financial advisor ceases to be retained, the Debtors shall retain a new restructuring advisor or financial advisor, as the case may be, satisfactory to the DIP Lenders within 15 days of such cessation.</li> <li>(b) <u>First and Second Day Orders</u>. The Debtors shall cause all proposed First Day Orders, “second day” orders, and all other orders establishing procedures for administration of the Bankruptcy Case or approving significant transactions submitted to the Bankruptcy Court to be in accordance</li> </ul>

	<p>with and permitted by the terms of this DIP Term Sheet and acceptable to the DIP Lenders in all respects.</p> <p>(c) <u>Chapter 11 Plan Milestones</u>. The Debtors shall timely satisfy or cause the satisfaction of each of the Chapter 11 Milestones set forth in <b><u>Exhibit I</u></b>.</p>
<p><u>Negative Covenants:</u></p>	<p>The Debtors shall comply with the negative covenants set forth in Section 10 of the Prepetition Bridge Agreement, which obligations are hereby incorporated in this DIP Term Sheet by reference and apply to the DIP Facility mutatis mutandis; <i>provided that</i> the Debtors shall be subject to the following additional limitations:</p> <ul style="list-style-type: none"> <li>(a) none of the “Restricted Payments” (as defined in the Prepetition Bridge Agreement) set forth in clauses (a) or (b) of Section 10.1 of the Prepetition Bridge Agreement shall be permitted;</li> <li>(b) none of the transactions set forth in clauses (i), (ii) or (iii) of Section 10.2 of the Prepetition Bridge Agreement shall be permitted;</li> <li>(c) none of the “Indebtedness” (as defined in the Prepetition Bridge Agreement) set forth in clauses (a)(iii) through (a)(vii), (a)(x), (b)(iii)(B), (b)(iv), (b)(v), (c)(iii), (c)(iv), (c)(vi), (c)(vii), (c)(x), (c)(xi) or (c)(xii) of Section 10.6 of the Prepetition Bridge Agreement shall be permitted;</li> <li>(d) none of the “Permitted Liens” (as defined in the Prepetition Bridge Agreement) set forth in clauses (i), (j), (l) or (m) of the definition thereof shall be permitted;</li> <li>(e) no “Asset Sale” (as defined in the Prepetition Bridge Agreement) shall be permitted;</li> <li>(f) none of the “Investments” (as defined in the Prepetition Bridge Agreement) set forth in clauses (a), (b)(iii) through (b)(vii), (b)(x) or (b)(xi) of Section 10.9 of the Prepetition Bridge Agreement shall be permitted; and</li> <li>(g) none of the transactions set forth in Section 10.11 of the Prepetition Bridge Agreement shall be permitted;</li> </ul> <p>except, in each case, for any such transactions in effect as of the date of the DIP Order or otherwise expressly permitted by the DIP Budget.</p> <p>Without limiting the foregoing, the Debtors covenant and agree</p>

	<p>that they shall not do any of the following without the DIP Lenders’ written consent:</p> <ul style="list-style-type: none"> <li>(a) <u>Certain Payments</u>. Except as expressly provided or permitted hereunder (including, without limitation, to the extent pursuant to any First Day Order or “second day” order complying with the terms of this DIP Term Sheet) or as provided pursuant to any other order of the Bankruptcy Court, make any payment or distribution to any non-Debtor affiliate or corporate insider outside of the ordinary course of business.</li> <li>(b) <u>Alternative Reorganization Plans</u>. File or support the confirmation of any Plan of Reorganization or liquidation other than an Acceptable Plan of Reorganization.</li> <li>(c) <u>Material Contracts</u>. Enter into a material contractual obligation without the consent of the DIP Lenders.</li> </ul> <p>“<u>Acceptable Plan of Reorganization</u>” means a Plan of Reorganization that provides for the payment in full in cash of the DIP Facility Obligations no later than the effective date of such Acceptable Plan of Reorganization and is otherwise acceptable to the DIP Lenders.</p> <p>“<u>First Day Orders</u>” shall mean all orders entered or to be entered by the Bankruptcy Court granting the relief requested in the motions filed with the Bankruptcy Court on the Petition Date or within five days of the Petition Date or based on motions filed on or about the Petition Date, which shall each be in form and substance satisfactory to the Collateral Agent and the DIP Lenders.</p> <p>“<u>Plan of Reorganization</u>” means a plan of reorganization or plan of liquidation in the Bankruptcy Case.</p>
<p><u>Events of Default:</u></p>	<p>“Events of Default” shall include the occurrence of any of the events or circumstances set forth in this “Events of Default” section of this DIP Term Sheet and any other defaults specified as such in the DIP Orders.</p> <p>Any breach or violation of the terms, conditions, covenants, representations or warranties by any Debtor under this DIP Term Sheet shall constitute an Event of Default hereunder.</p> <p>Without limiting the foregoing, the Events of Default set forth in Section 11.1 of the Prepetition Bridge Agreement are hereby incorporated herein by reference and shall apply to this DIP Term Sheet and to the DIP Facility mutatis mutandis; <i>provided that</i></p>

(a) the “\$20,000,000” thresholds set forth in Section 11.1(g) shall be deemed to be “\$1,000,000” for purposes of this DIP Term Sheet and (b) the “\$15,000,000” thresholds set forth in Section 11.1(k) shall be deemed to be “\$1,000,000” for purposes of this DIP Term Sheet. Each such Event of Default shall constitute an Event of Default hereunder.

Without limiting the foregoing, an Event of Default shall exist hereunder if any of the following conditions or events shall occur and be continuing:

- (a) Lack of Security Interest. Any lien created under the Interim DIP Order or the Final DIP Order, as applicable, shall cease to be, or shall be asserted by any Debtor not to be, a valid and perfected lien, with the priority required by the Interim DIP Order or Final DIP Order, as the case may be, except as a result of a disposition of the applicable DIP Collateral in a transaction permitted under this DIP Term Sheet or as otherwise expressly permitted hereunder.
- (b) Dismissal of Cases; Appointment of Trustee. The Bankruptcy Case shall be dismissed or converted to a case under Chapter 7 of the Bankruptcy Code or any Debtor shall file a motion or other pleading seeking the dismissal of the Bankruptcy Case under Section 1112 of the Bankruptcy Code or otherwise; a trustee under Chapter 7 or Chapter 11 of the Bankruptcy Code or an examiner with enlarged powers relating to the operation of the business (powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code shall be appointed in the Bankruptcy Case and the order appointing such trustee or examiner shall not be reversed or vacated within 30 days after the entry thereof.
- (c) Superpriority Claims. An order of the Bankruptcy Court shall be entered granting any party (other than the Collateral Agent and the DIP Lenders) a superpriority claim (other than the Carve-Out) in the Bankruptcy Case, which is *pari passu* with or senior to the claims of the Collateral Agent and the DIP Lenders against any Debtor hereunder or any lien or security interest that is *pari passu* with or senior to

the liens and security interest securing the DIP Facility, or any Debtor takes any action seeking or supporting the grant of any such claim, lien, or security interest, in each case except as expressly permitted hereunder.

- (d) Challenge to Order. The Interim DIP Order or Final DIP Order, as applicable, shall fail to be in full force and effect, including by the entry of an order (i) reversing or vacating the Interim DIP Order or Final DIP Order, (ii) amending or modifying the Interim DIP Order or Final DIP Order without the consent of the DIP Lenders, or (iii) staying for a period in excess of seven days the Interim DIP Order or Final DIP Order (as applicable).
- (e) Relief from the Automatic Stay. The Bankruptcy Court shall enter an order or orders granting relief from the automatic stay applicable under Section 362 of the Bankruptcy Code to allow any one or more creditors (other than the Collateral Agent and the DIP Lenders) to execute upon or enforce liens on or security interests in any assets of the Debtors.
- (f) Compliance with DIP Order. The Debtors shall fail to comply, in any material respect, with the terms of the DIP Order.
- (g) Prepetition Payments. The Debtors shall make any Prepetition Payments (as defined below) other than (i) as permitted by the Interim DIP Order or the Final DIP Order, (ii) as otherwise permitted by this DIP Term Sheet, (iii) as otherwise ordered by the Bankruptcy Court and agreed in writing by DIP Lenders, or (iv) as authorized by the Bankruptcy Court (A) in accordance with the First Day Orders or any other orders of the Bankruptcy Court entered with the consent of, or without any objection by, the Collateral Agent or a DIP Lender, (B) in connection with the assumption of executory contracts and unexpired leases with the consent of, or without any objection by, the Collateral Agent or a DIP Lender, or (C) in respect of accrued payroll and related expenses and employee benefits as of the Petition Date, in each case to the extent such payments are otherwise in compliance with the DIP Budget.

	<p>(h) <u>Sale of Assets</u>. Any Debtor shall file a motion seeking, or take any action supporting a motion seeking, or the Bankruptcy Court shall enter, an order authorizing the Library Sale or any other sale of all or substantially all of the Debtors’ assets (unless, in the case of each of the foregoing, either (i)(A) the DIP Lenders consent to the filing of such motion, and (B) any order approving the sale expressly provides for application of cash proceeds in accordance with the terms of this DIP Term Sheet and is otherwise in form and substance acceptable to the DIP Lenders or (ii) the order approving such sale contemplates payment in full in cash of the DIP Facility Obligations upon consummation of such sale).</p> <p>(i) <u>Chapter 11 Milestones</u>. The failure of any Debtor to timely satisfy or cause the satisfaction of any of the Chapter 11 Milestones set forth in <u>Exhibit I</u>.</p> <p>(j) <u>Plan of Reorganization</u>. If a Plan of Reorganization that is not an Acceptable Plan of Reorganization shall be filed by a Debtor in the Bankruptcy Case, or the Debtors shall propose or support, or fail to oppose, any such plan or motion filed by a person, other than a Debtor.</p> <p>(k) <u>Actions in Support of Breach</u>. Any Debtor shall file any application or pleading with the Bankruptcy Court or otherwise consent to any matters set forth above that would constitute an Event of Default (unless the DIP Lenders consent to such filing or consent).</p> <p>“<u>Prepetition Payment</u>” means a payment (by way of adequate protection or otherwise) of principal or interest or otherwise on account of the ABS Obligations, any “Obligations” under the Prepetition Bridge Agreement or any trade payables or other prepetition claims against any Debtor.</p>
<p><u>Remedies:</u></p>	<p>Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent and the DIP Lenders (subject to any remedies notice period set forth in the DIP Order) may immediately take any or all of the following actions without further order of or application to the Bankruptcy Court and notwithstanding the automatic stay:</p> <p>(a) deliver a notice of an Event of Default;</p>

	<p>(b) declare the principal of, and accrued interest on, any outstanding DIP Loans to be immediately due and payable;</p> <p>(c) subject to the full funding of the Carve-Out with the proceeds of an exercise of remedies, set off any amounts held as Cash Collateral (including, without limitation, any Cash Collateral account held for the benefit of the DIP Lenders); or</p> <p>(d) without application or motion to, or further orders from, the Bankruptcy Court or any other court, and without interference from the Debtors or any other party in interest, take any other action or exercise any other right or remedy (including, without limitation, with respect to the Priming Liens and DIP Collateral) permitted under this DIP Term Sheet, the other Operative Documents or under applicable law, including, without limitation, exercising any and all rights and remedies with respect to the DIP Collateral or any portion thereof.</p>
<p><u>Release:</u></p>	<p>Each Debtor, for itself and its successors, assigns, parents, subsidiaries, affiliates, predecessors, employees, agents, heirs and executors, as applicable, hereby fully and unconditionally releases each of the Collateral Agent, the DIP Lenders, the “Secured Parties” under and as defined in the Prepetition Bridge Agreement, the “Noteholders” and the “Trustee” each under and as defined in the Prepetition ABS Agreement, each in its capacity as such, and each of their respective directors, officers, employees, subsidiaries, affiliates, attorneys, financial advisors, investment bankers, agents, representatives, successors and assigns (collectively, the “<u>Released Parties</u>”) from any and all claims, causes of action, costs or demands of whatever kind or nature, whether known or unknown, liquidated or unliquidated, fixed or contingent, asserted or unasserted, foreseen or unforeseen, or matured or unmatured, which the Debtor may have had against the Released Parties by reason of any act or omission on the part of the Released Parties occurring prior to the date hereof, in each case regarding or relating to this DIP Term Sheet, the DIP Facility, the Operative Documents or any document or instrument relating thereto, the Prepetition Bridge Agreement, the “Note Documents” (as defined in the Prepetition Bridge Agreement), or any document or instrument relating thereto, or the Prepetition ABS Agreement, the “Transaction Documents” (as defined in the Prepetition ABS Agreement), or any document or instrument relating thereto (collectively, the “<u>Released Matters</u>”); <i>provided</i>, that Released Matters shall not include any claims, causes of action, costs or demands of whatever kind or nature, whether known or unknown, liquidated or unliquidated,</p>

	fixed or contingent, asserted or unasserted, foreseen or unforeseen, or matured or unmatured, resulting primarily from the gross negligence or willful misconduct of the Released Parties, as determined by a court of competent jurisdiction in a final and non-appealable judgment or order. Each Debtor represents and warrants that (i) it has no knowledge of any such claims by it against the Released Parties and (ii) that the foregoing constitutes a full and complete release of all such claims.
<u>Costs and Expenses:</u>	The Debtors shall promptly pay in cash all actual and documented out of pocket costs and expenses of the Collateral Agent and the DIP Lenders (including, without limitation, reasonable fees and disbursements of counsel, including local counsel, and financial and accounting advisors) in connection with (i) the negotiation, preparation, execution and entry, as applicable, of the Operative Documents, whether incurred before or after the Petition Date and whether incurred before or after execution of the Operative Documents, (ii) any litigation, contest, dispute, suit, proceeding or action (whether instituted by Collateral Agent, a DIP Lender, a Debtor or any other person) in any way relating to the Operative Documents or the Debtors' affairs, and (iii) the enforcement of any rights and remedies under the Operative Documents.
<u>Indemnification:</u>	The DIP Order shall provide customary indemnification provisions for the Collateral Agent, the DIP Lenders, and each of their respective affiliates and each of their respective officers, directors, employees, agents, advisors, attorneys and representatives.
<u>Tax Matters:</u>	All payments to the Lenders will be made free and clear of (and the Debtors will indemnify the Lenders for) any taxes and withholdings imposed on such payments.  The Debtors hereby represent and warrant that none of them is required to make any tax deduction or withholding from any payment it makes to a Lender under this DIP Term Sheet.
<u>Assignments and Participations:</u>	No Debtor shall sell, assign or transfer any interest in the DIP Facility or the Operative Documents, or any of the obligations thereunder, or any portion thereof, including any such Debtor's rights, title, interests, remedies, powers, and duties hereunder or thereunder, without the DIP Lenders' prior written consent.  Any DIP Lender shall be free to sell, assign or transfer any interest in the DIP Facility or the Operative Documents, or any of the obligations thereunder, or any portion thereof, and to syndicate the DIP Loans (or any portion thereof), to any person or persons

	<p>selected by such DIP Lender; provided that no assignments to a Competitor shall be permitted. Subject to the foregoing, the Operative Documents shall be binding upon and inure to the benefit of the successors and permitted assigns of the Debtors, the Collateral Agent and the DIP Lenders.</p> <p>“<u>Competitor</u>” means a Person (a) that engages, directly or indirectly, primarily in activities related to the production, development, recording, publishing, distribution or other exploitation of filmed entertainment content (for purposes of this definition, with such Person having interests or rights therein as opposed to a Debtor), (b) for whom the production, development, recording, publishing, distribution or other exploitation of filmed entertainment content (clauses (a) and (b), collectively, the “<i>Entertainment Business Sector</i>”) is one of its significant businesses, (c) that participates directly or indirectly in the management or control of any Person in the Entertainment Business Sector, or (d) that purchases material assets in the Entertainment Business Sector in the ordinary course of its business; provided that a Person (or a Subsidiary of a Person if such Person is not otherwise a Competitor) shall not be considered a “Competitor” if such Person’s primary and regular ordinary course business is investing in securities, making loans or equity investments or providing financial services, notwithstanding any investment such Person may make in companies engaging in the Entertainment Business Sector, so long as such Person does not actively participate in the management of such companies.</p>
<p><u>Credit Bidding:</u></p>	<p>The Collateral Agent and the DIP Lenders and the Secured Parties (as defined in the Prepetition Bridge Agreement) shall have the right, without further application to or approval by the Bankruptcy Court, to “credit bid” the full amount of the DIP Facility and the Obligations (as defined in the Prepetition Bridge Agreement) in connection with any sale of all or any portion of the Debtors’ assets, including, without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any plan subject to confirmation under section 1129(b)(2)(A)(ii)–(iii) of the Bankruptcy Code. In connection with the foregoing, the DIP Lenders and the Secured Parties (as defined in the Prepetition Bridge Agreement) shall have the right to assign their respective right to “credit bid” all or any portion of the DIP Facility or the Obligations (as defined in the Prepetition Bridge Agreement) to a newly formed acquisition vehicle.</p> <p>Nothing in this DIP Term Sheet or otherwise shall limit or restrict any otherwise-existing right of the holders of the ABS Obligations</p>

	to “credit bid” all or any portion of their claims on account of the ABS Obligations.
<u>DIP Facility Documentation:</u>	The DIP Facility and use of Cash Collateral are subject to the DIP Order and the other Operative Documents (if any).
<u>Voting:</u>	No amendment or waiver of any provision of this DIP Term Sheet or the DIP Facility, and no consent to any departure by any Debtor therefrom, shall be effective unless in writing and agreed by the DIP Lenders and acknowledged by the Collateral Agent and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
<u>Governing Law and Submission to Jurisdiction:</u>	New York law except as governed by the Bankruptcy Code. Non-exclusive jurisdiction of the Bankruptcy Court, including with respect to the exercise of remedies by the DIP Lenders and preservation of the DIP Collateral’s value.
<u>Binding Obligation:</u>	This Term Sheet constitutes the legal, valid and binding obligation of the parties hereto. The provisions of Sections 25.3 (Severability), 25.4 (Construction, Etc.), 25.5 (Counterparts; Electronic Signatures), 25.6 (Governing Law) (except as governed by the Bankruptcy Code) and 25.7(f) of the Prepetition Bridge Agreement are hereby incorporated by reference and shall apply to the DIP Facility mutatis mutandis.

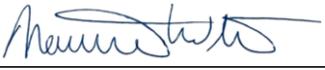
[Signatures to Follow]

IN WITNESS HEREOF, the parties hereto have caused this DIP Term Sheet to be executed as of the date set forth above.

**FALCON STRATEGIC PARTNERS IV, LP**

By: FALCON STRATEGIC INVESTMENTS IV, LP,  
its General Partner

By: FALCON STRATEGIC INVESTMENTS GP IV, LLC,  
its General Partner

By:  \_\_\_\_\_

Name: Matthew White

Title: Managing Director

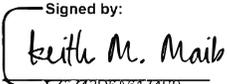
**1397225 ONTARIO LIMITED**

Signed by:

By:   
Name: Jeppe Gregersen  
Title: Authorized Signatory

**BORROWER:**

**VILLAGE ROADSHOW ENTERTAINMENT GROUP (BVI) LIMITED**

By:  Signed by:  
7674306A6174B9...

Name: Keith M. Maib

Title: Chief Restructuring Officer

**GUARANTORS:**

**CRESCENT FILM HOLDINGS LIMITED**

By: Signed by:  
Keith M. Maib  
F76748D6A8174B9...  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VILLAGE ROADSHOW  
ENTERTAINMENT GROUP USA INC.**

By: Signed by:  
Keith M. Maib  
F78748D6A8174B9...  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VILLAGE ROADSHOW PICTURES  
ENTERTAINMENT INC.**

By: Signed by:  
Keith M. Maib  
F78748D6A8174B9...  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VILLAGE ROADSHOW HOLDINGS USA  
INC.**

By: Signed by:  
Keith M. Maib  
F78748D6A8174B9...  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VREG IP GLOBAL LLC**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VREG WW IP GLOBAL LLC**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VREG MM2 IP GLOBAL LLC**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VREG J2 GLOBAL LLC**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VREG OP GLOBAL LLC**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VR FUNDING LLC**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VR FILMS HOLDINGS (BVI) LIMITED**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VILLAGE ROADSHOW FILMS (BVI) LIMITED**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VILLAGE ROADSHOW FILMS NORTH AMERICA INC.**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VILLAGE ROADSHOW FILMS GLOBAL INC.**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VILLAGE ROADSHOW VS FILMS LLC**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VILLAGE ROADSHOW DISTRIBUTION (BVI) LIMITED**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VILLAGE ROADSHOW DISTRIBUTION USA INC.**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VILLAGE ROADSHOW PICTURES NORTH AMERICA INC.**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VILLAGE ROADSHOW ENTERTAINMENT GROUP  
ASIA LIMITED**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VILLAGE ROADSHOW PRODUCTIONS (BVI) LIMITED**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VILLAGE ROADSHOW FILM  
ADMINISTRATION MANAGEMENT PTY LTD**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VILLAGE ROADSHOW  
DISTRIBUTION PTY LTD**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VR ZOO PRODUCTIONS LTD**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VR DTE PRODUCTIONS LIMITED**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VREG FILMS LTD**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VILLAGE ROADSHOW DISTRIBUTION UK LIMITED**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VREG PRODUCTION SERVICES INC.**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VREG TELEVISION INC.**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VR DTE DISTRIBUTION USA INC.**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VR ZOO DISTRIBUTION USA INC.**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VILLAGE ROADSHOW PRODUCTIONS INC.**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VREG FUNDING LLC**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**VREG WONKA IP GLOBAL LLC**

Signed by:  
By: Keith M. Maib  
Name: Keith M. Maib  
Title: Chief Restructuring Officer

**Annex A – Lender Commitment Schedule**

## NEW MONEY COMMITMENTS

<b>LENDER</b>	<b>COMMITMENT AMOUNT</b>	<b>PERCENTAGE</b>
<b>1397225 Ontario Limited</b>	<b>\$3,500,000</b>	<b>50.0%</b>
<b>Falcon Strategic Partners IV, LP</b>	<b>\$3,500,000</b>	<b>50.0%</b>
<b>TOTAL</b>	<b>\$7,000,000</b>	<b>100.0%</b>

## ROLL UP

<b>LENDER</b>	<b>COMMITMENT AMOUNT</b>	<b>PERCENTAGE</b>
<b>1397225 Ontario Limited</b>	<b>\$2,893,052.48</b>	<b>50.0%</b>
<b>Falcon Strategic Partners IV, LP</b>	<b>\$2,893,052.48</b>	<b>50.0%</b>
<b>TOTAL</b>	<b>\$5,786,104.96</b>	<b>100.0%</b>

**EXHIBIT I**  
**TO TERM SHEET**  
**CHAPTER 11 MILESTONES**

The obligations of the DIP Lenders to advance the DIP Loans shall be subject to the Debtors satisfying, or causing the satisfaction of, the milestones listed below (collectively, the “**Chapter 11 Milestones**”) by the specified deadline (the “**Specified Deadlines**”) or by such later date as the Collateral Agent and the DIP Lenders may agree in writing. The non-satisfaction of any Chapter 11 Milestone by the applicable Specified Deadline (and the non-waiver of such non-satisfaction by the Collateral Agent and the DIP Lenders in their sole and absolute discretion) shall be an Event of Default under the Operative Documents.

	<b><u>Chapter 11 Milestone</u></b>	<b><u>Specified Deadline</u></b>
1.	Filing with the Bankruptcy Court of the DIP Motion <sup>1</sup> and such other first day papers as may be approved or requested by the Collateral Agent or the DIP Lenders, all of which shall be in form and substance acceptable to the Collateral Agent or DIP Lenders, as applicable	No later than two (2) business days after the Petition Date
2.	Entry by the Bankruptcy Court of the Interim DIP Order	No later than three (3) business days after the Petition Date
3.	Entry by the Bankruptcy Court of a Bidding Procedures Order <sup>2</sup>	No later than 25 calendar days after the Petition Date
4.	Entry by the Bankruptcy Court of the Final DIP Order (approving, among other things, the Roll-up)	No later than 35 calendar days after the Petition Date
5.	Entry of the Sale Order <sup>3</sup>	No later than 56 calendar days after entry of the Bidding Procedures Order
6.	Closing of the Library Sale	No later than 19 calendar days after entry of the Sale Order

<sup>1</sup> “**DIP Motion**” means a motion, in form and substance acceptable to the Collateral Agent and the DIP Lenders, filed in the Bankruptcy Court, pursuant to which motion the Debtors shall seek entry of the (i) Interim DIP Order, and (ii) Final DIP Order.

<sup>2</sup> “**Bidding Procedures Order**” means a motion, in form and substance acceptable to the Collateral Agent and the DIP Lenders, filed in the Bankruptcy Court, seeking approval of procedures for submission of bids and the holding of an auction (if needed) in connection with the Library Sale.

<sup>3</sup> “**Sale Order**” means an order of the Bankruptcy Court, in form and substance acceptable to the Collateral Agent and the DIP Lenders, (x) approving the Library Sale, (y) authorizing the payment in full in cash of the DIP Facility Obligations with the proceeds of the Library Sale and (z) approving an allocation of the proceeds of the Library Sale to repayment of the outstanding obligations of the Debtors that is acceptable to the Collateral Agent and the DIP Lenders.

**EXHIBIT II**  
**TO TERM SHEET**  
**FORM OF INITIAL ORDER**

[Intentionally Omitted]

**Exhibit B**

**Initial DIP Budget**

VILLAGE ROADSHOW ENTERTAINMENT GROUP USA Inc.  
Cash Flow Forecast

	<b>Filing</b>																<b>Sale Close</b>
	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	
<i>Forecast Week #</i>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
<i>Week Ended</i>	02/28/25	03/07/25	03/14/25	03/21/25	03/28/25	04/04/25	04/11/25	04/18/25	04/25/25	05/02/25	05/09/25	05/16/25	05/23/25	05/30/25	06/06/25	06/13/25	
<b>Receipts</b>																	
ABS Notes: Class A,B,C - Servicing Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
The Gutter - Magnolia Pictures, MG re domestic rights	-	-	(5,250)	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other Incoming Funds	10,374	2,658	-	10,374	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Total Receipts</b>	<b>10,374</b>	<b>2,658</b>	<b>(5,250)</b>	<b>10,374</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Operating Disbursements</b>																	
Salaries, Payroll Taxes, and Employee Benefits	(1,429,057)	-	(10,000)	(77,500)	-	(75,000)	(10,000)	(75,000)	-	(76,000)	-	(10,000)	(76,000)	-	(10,000)	(76,000)	
Professional, Consulting, and Advisory fees	-	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	
Office & Administrative Expenses (ex office rent and insurance)	(1,156)	(46,400)	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)	
Office Rent & Parking (10100 SM Blvd)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Legal Fees - Restructuring & M4 Arb	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Legal Fees - Company and/or Library Sale process; R-1 notes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Corporate Insurance (inc E&O) and D&O Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
VRFAM and VREG BVI - ANZ accounts funding	-	(100,000)	-	-	(100,000)	-	(100,000)	-	(100,000)	-	(100,000)	-	(100,000)	-	-	(100,000)	
<b>Total Operating Disbursements</b>	<b>(1,430,213)</b>	<b>(151,900)</b>	<b>(22,500)</b>	<b>(90,000)</b>	<b>(112,500)</b>	<b>(87,500)</b>	<b>(122,500)</b>	<b>(87,500)</b>	<b>(112,500)</b>	<b>(88,500)</b>	<b>(12,500)</b>	<b>(122,500)</b>	<b>(88,500)</b>	<b>(12,500)</b>	<b>(22,500)</b>	<b>(188,500)</b>	
<b>Operating Cash Flow</b>	<b>(1,419,839)</b>	<b>(149,242)</b>	<b>(27,750)</b>	<b>(79,626)</b>	<b>(112,500)</b>	<b>(87,500)</b>	<b>(122,500)</b>	<b>(87,500)</b>	<b>(112,500)</b>	<b>(88,500)</b>	<b>(12,500)</b>	<b>(122,500)</b>	<b>(88,500)</b>	<b>(12,500)</b>	<b>(22,500)</b>	<b>(188,500)</b>	
<b>Restructuring Items</b>																	
Restructuring Professional Fees	-	-	(910,000)	-	-	-	-	-	-	-	-	(2,925,000)	-	-	-	(2,425,000)	
Interest, Fees, & Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(155,540)	
US Trustee Fees	-	-	-	-	-	-	-	(3,310)	-	-	-	-	-	-	-	(54,108)	
<b>Total Restructuring Disbursements</b>	<b>-</b>	<b>-</b>	<b>(910,000)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(3,310)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(2,925,000)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(2,634,649)</b>	
<b>Net Cash Flow</b>	<b>\$ (1,419,839)</b>	<b>\$ (149,242)</b>	<b>\$ (937,750)</b>	<b>\$ (79,626)</b>	<b>\$ (112,500)</b>	<b>\$ (87,500)</b>	<b>\$ (122,500)</b>	<b>\$ (90,810)</b>	<b>\$ (112,500)</b>	<b>\$ (88,500)</b>	<b>\$ (12,500)</b>	<b>\$ (3,047,500)</b>	<b>\$ (88,500)</b>	<b>\$ (12,500)</b>	<b>\$ (22,500)</b>	<b>\$ (2,823,149)</b>	
<b>Beginning Cash Balance</b>	<b>\$ 895,459</b>	<b>\$ 575,620</b>	<b>\$ 426,379</b>	<b>\$ 88,629</b>	<b>\$ 509,003</b>	<b>\$ 396,503</b>	<b>\$ 309,003</b>	<b>\$ 186,503</b>	<b>\$ 95,693</b>	<b>\$ 6,483,193</b>	<b>\$ 6,394,693</b>	<b>\$ 6,382,193</b>	<b>\$ 3,334,693</b>	<b>\$ 3,246,193</b>	<b>\$ 3,233,693</b>	<b>\$ 3,211,193</b>	
Net Cash Flow	(1,419,839)	(149,242)	(937,750)	(79,626)	(112,500)	(87,500)	(122,500)	(90,810)	(112,500)	(88,500)	(12,500)	(3,047,500)	(88,500)	(12,500)	(22,500)	(2,823,149)	
Bridge Draw/Paydown	1,100,000	-	600,000	-	-	-	-	-	(5,400,000)	-	-	-	-	-	-	-	
DIP Draw/Paydown	-	-	-	500,000	-	-	-	-	11,900,000	-	-	-	-	-	-	-	
<b>Ending Cash Balance</b>	<b>\$ 575,620</b>	<b>\$ 426,379</b>	<b>\$ 88,629</b>	<b>\$ 509,003</b>	<b>\$ 396,503</b>	<b>\$ 309,003</b>	<b>\$ 186,503</b>	<b>\$ 95,693</b>	<b>\$ 6,483,193</b>	<b>\$ 6,394,693</b>	<b>\$ 6,382,193</b>	<b>\$ 3,334,693</b>	<b>\$ 3,246,193</b>	<b>\$ 3,233,693</b>	<b>\$ 3,211,193</b>	<b>\$ 388,044</b>	

**Exhibit C****Lien Priorities on DIP Collateral**

The DIP Liens, the Adequate Protection Liens and the Prepetition Liens, shall in each case be subject to the Carve Out and any Permitted Liens and otherwise have the following priority on the DIP Collateral and the applicable Prepetition Collateral.

<b>Priority</b>	<b>ABS Prepetition Collateral</b>	<b>Senior Secured Notes Prepetition Collateral</b>	<b>Other DIP Collateral</b>
1.	ABS Prepetition Liens	DIP Liens	DIP Liens
2.	ABS Adequate Protection Liens	Senior Secured Notes Adequate Protection Liens	Senior Secured Notes Adequate Protection Liens
3.	DIP Liens	Senior Secured Notes Prepetition Liens	ABS Adequate Protection Liens
4.	Senior Secured Notes Adequate Protection Liens	ABS Adequate Protection Liens	

**EXHIBIT B**

**Transaction Support Agreement**

## TRANSACTION SUPPORT AGREEMENT

This TRANSACTION SUPPORT AGREEMENT (this “**Agreement**”) is made and entered into as of [\_\_\_\_], 2025 by and among the following parties (each, a “**Party**,” and collectively, the “**Parties**”):

- a. VR Funding LLC, a Delaware limited liability company, and each of its affiliated entities listed on **Exhibit A** attached hereto (collectively, the “**Company**”); and
- b. U.S. Bank National Association, a national banking association, in its capacity as trustee and in certain other related roles under the ABS Agreements (the “**ABS Trustee**”), acting at the direction of Group A Noteholders representing beneficial ownership of more than 50% of the outstanding principal amount of the Group A Notes (as defined in the ABS Agreements (as defined herein) the “**Group A Majority**”).

## RECITALS

**WHEREAS**, certain of the Company entities (the “**Issuers and Guarantors**”)<sup>1</sup> and the ABS Trustee are party to that certain *Base Indenture*, dated as of November 10, 2020 (the “**Base Indenture**”), as supplemented by that certain *Group A Supplement*, dated as of November 10, 2020 (the “**Group A Supplement**”), and that certain *Series 2020-1 Supplement*, dated as of November 10, 2020 (together with the Base Indenture, the Group A Supplement, and the other agreements related thereto (including the Servicing Agreement (as defined herein) as supplemented and amended from time to time, the “**ABS Agreements**”);

**WHEREAS**, certain affiliates of the Company had contemplated issuing Residual Notes under the Residual Indenture (each as defined by the ABS Agreements), and the ABS Agreements were amended in 2023 to permit that issuance, but such Residual Notes were never issued;

**WHEREAS**, the Issuers’ and Guarantors’ obligations under the ABS Agreements (the “**ABS Obligations**”) are secured by a first-priority security interest in favor of the ABS Trustee (the “**ABS Liens**”) in substantially all of the assets of the Issuers and certain specified assets of the Guarantors (the “**ABS Collateral**”);

**WHEREAS**, the Issuers are party to that certain Servicing Agreement, dated as of November 10, 2020, among the Issuers, Village Roadshow Entertainment Group USA Inc., as Servicer (the “**Servicer**”), Vine Investment Advisors, LP, as Back-up Servicer, and the ABS Trustee (the “**Servicing Agreement**”);

**WHEREAS**, the Issuers and Guarantors have informed the ABS Trustee that they intend to pursue certain transactions in connection with the Company commencing cases before the

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<sup>1</sup> The Issuers under the ABS Agreements are: VR Funding LLC, VR Films Holdings (BVI) Limited, Village Roadshow Films (BVI) Limited, Village Roadshow Films North America Inc., Village Roadshow Films Global Inc., and Village Roadshow VS Films LLC; the Guarantors under the ABS Agreements are: Village Roadshow Distribution (BVI) Limited, Village Roadshow Pictures North America Inc., Village Roadshow Pictures (BVI) Limited and Village Roadshow Distribution USA Inc.

United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**,” and such cases, the “**Chapter 11 Cases**”), including a sale of the ABS Collateral (the “**Sale Transaction**”) to be implemented pursuant to section 363 of the Bankruptcy Code and conducted pursuant to certain bid procedures substantially in the form attached hereto as **Exhibit B** (the “**Bid Procedures**”), in connection with which certain of the Company entities, as sellers, have executed a form of asset purchase agreement attached hereto as **Exhibit C** (the “**Stalking Horse APA**”) with CP Ventura LLC, as purchaser;

**WHEREAS**, in accordance with the terms and conditions set forth in this Agreement, the ABS Trustee has agreed not to object to the Sale Transaction on (i) the condition that the purchase price for the ABS Collateral is comprised of a cash component sufficient to indefeasibly satisfy all Claims (as defined in section 101(5) of the Bankruptcy Code) on account of the ABS Obligations (the “**ABS Claims**”), as reflected in the Stalking Horse APA or a higher or otherwise better bid pursuant to the Bid Procedures, and (ii) the other conditions set forth herein;

**WHEREAS**, Falcon Strategic Partners IV, LP, and 1397225 Ontario Limited (collectively, the “**DIP Lenders**”) have agreed to provide the Company with debtor-in-possession financing (the “**DIP Financing**” and, collectively with the Sale Transaction, the “**Transactions**”), on the terms set forth in that certain debtor-in-possession term sheet attached hereto as **Exhibit D** (the “**DIP Term Sheet**”), which contemplates the grant of security interests in favor of the DIP Lenders on substantially all of the Company’s assets, including liens on the ABS Collateral that are subordinate to the ABS Liens in all respects (the “**DIP Liens**”);

**WHEREAS**, in accordance with the terms and conditions set forth in this Agreement, the ABS Trustee has agreed not to object to the DIP Financing on (i) the condition that the DIP Liens are subordinate to the ABS Liens in all respects, and (ii) the other conditions set forth herein;

**NOW, THEREFORE**, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

### **AGREEMENT**

**Section 1. Recitals.** The Recitals set forth above are true and correct and are incorporated herein by reference and made a part hereof.

**Section 2. Conditions Precedent to the Effectiveness of this Agreement.** This Agreement shall become effective and binding upon each of the Parties on the date on which all of the following conditions have been satisfied (the “**Agreement Effective Date**”):

(a) the ABS Trustee shall have been directed by the Group A Majority to enter into this Agreement, which direction shall be confirmed by the ABS Trustee to the Company in writing (for which an e-mail to Company counsel shall be sufficient);

(b) the Company shall have executed and delivered counterpart signature pages of this Agreement to counsel to the ABS Trustee;

(c) the ABS Trustee shall have executed and delivered counterpart signature pages of this Agreement to counsel to the Company; and

(d) the Company shall have obtained authority from the Bankruptcy Court to enter into this Agreement.

**Section 3. *Definitive Documents.***

3.01. The documents governing the Transactions shall be comprised of the following, to the extent applicable, each in the forms provided to the ABS Trustee pursuant to Section 5.01(g) below (collectively, the “**Definitive Documents**”):

(a) the DIP Term Sheet and the orders entered by the Bankruptcy Court approving the DIP Financing on interim and final bases; and

(b) the Stalking Horse APA or any other purchase agreement pursuant to which the Company seeks to effectuate the Sale Transaction in accordance with the Bid Procedures and any order of the Bankruptcy Court authorizing the Company to enter into the Stalking Horse APA or any other such purchase agreement.

**Section 4. *Commitments of the ABS Trustee.***

4.01. General Commitments.

(a) During the period from the Agreement Effective Date to the date on which termination of this Agreement is effective in accordance with Section 5 (the “**Agreement Effective Period**”), the ABS Trustee agrees, in respect of all ABS Claims, to:

(i) not object to the Transactions so long (1) with respect to the Sale Transaction, the purchase price for the ABS Collateral is comprised of a cash component sufficient to indefeasibly satisfy all ABS Claims as reflected in the Stalking Horse APA or a higher or otherwise better bid pursuant to the Bid Procedures; (2) with respect to the DIP Financing, the DIP Liens are subordinate to the ABS Liens in all respects; (3) they are otherwise on the terms and subject to the conditions of this Agreement, and (4) they are otherwise on the terms and conditions set forth in the Definitive Documents; and

(ii) to the extent commercially reasonable and as the Company so requests, to cooperate with the Company (subject to the terms hereof) in respect of all material matters concerning the implementation and consummation of the Transactions (so long as they are on the terms noted in Section 4.01(a)(i) above) including, without limitation, coordinating with and seeking direction from the Group A Majority, to the extent necessary.

(b) During the Agreement Effective Period, the ABS Trustee agrees, in respect of all ABS Claims, that it shall not directly or indirectly:

(i) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Transactions (so long as they are on the terms noted in Section 4.01(a)(i) above);

(ii) file any motion, pleading, or other document with the Bankruptcy Court or any other court that, in whole or in part, is not materially consistent with this Agreement or the Definitive Documents;

(iii) initiate any litigation or proceeding of any kind with respect to the Chapter 11 Cases, this Agreement, or the Transactions contemplated herein against the Company other than to enforce this Agreement or any Definitive Document or as otherwise permitted under this Agreement;

(iv) exercise, or direct any other person to exercise, any right or remedy for the enforcement, collection, or recovery of any ABS Claims other than in accordance with this Agreement and the Definitive Documents;

(v) object to, delay, impede, or take any other action to interfere with the Company's ownership and possession of their assets, wherever located, or interfere with the automatic stay arising under section 362 of the Bankruptcy Code; or

(vi) terminate or replace Servicer in its capacity as such based solely on the initiation of the Chapter 11 Cases otherwise constituting an Event of Bankruptcy and Servicer Termination Event (each as defined in the Servicing Agreement) under Section 5.1(a)(v) of the Servicing Agreement.

**Section 5. *Commitments of the Company.***

5.01. Affirmative Covenants. During the Agreement Effective Period, the Company agrees to:

(a) pay all amounts due and owing under the ABS Agreements, as such amounts come due including, without limitation all amounts payable in respect of the Group A Notes, any and all Group A Trustee Expenses and any and all Group A Quarterly Trustee Fees (each as defined in the ABS Agreements), which shall include any amounts incurred pursuant to Section 6.04 hereof;

(b) with respect to the Company entity that serves as Servicer, continue to serve as Servicer in all respects under and in connection with the ABS Agreements and not attempt to reject the Servicing Agreement under Section 365 of the Bankruptcy Code;

(c) support and take all steps reasonably necessary and desirable to consummate the Transactions in accordance with this Agreement;

(d) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Transactions contemplated herein, take all steps reasonably necessary and desirable to address any such impediment;

(e) use commercially reasonable efforts to obtain any and all required regulatory and/or third-party approvals for the Transactions;

(f) negotiate in good faith and use commercially reasonable efforts to execute and deliver the Definitive Documents and any other required agreements to effectuate and consummate the Transactions as contemplated by this Agreement;

(g) use commercially reasonable efforts to seek additional support for the Transactions from other material stakeholders (if any) to the extent reasonably prudent;

(h) provide counsel for the ABS Trustee a reasonable opportunity to review copies of all Definitive Documents (which reasonable opportunity shall be at least three calendar days prior to any such Definitive Documents being filed with the Bankruptcy Court for approval);

(i) oppose and if necessary object to the efforts of any person seeking to object to, delay, impede, or take any other action to interfere with the implementation or consummation of the Transactions (including, if applicable, the Company's timely filing of objections or written responses in the Chapter 11 Cases) to the extent such opposition or objection is reasonably necessary to facilitate implementation of the Transactions or the Company's performance of its obligations under this Agreement.

5.02. Representation and Warranties; Negative Covenants.

(a) The Company represents and warrants that, while certain affiliates of the Company had contemplated issuing Residual Notes under the Residual Indenture (each as defined by the ABS Agreements), and the ABS Agreements were amended in 2023 to permit that issuance, such Residual Notes were never issued.

(b) During the Agreement Effective Period, the Company shall not directly or indirectly:

(i) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Transactions;

(ii) take any action, or encourage any other person or entity to take any action, that is inconsistent in any material respect with, or is intended to frustrate or impede approval, implementation, and consummation of the Transactions described in this Agreement or any Definitive Document; or

(iii) seek to modify the Definitive Documents or the terms of the Transactions, in whole or part, in a manner that is not consistent with this Agreement.

(c) From and after the Agreement Effective Date, the Company shall not: (i) commence any proceeding or other action that challenges (A) the amount, validity, allowance, character, enforceability, or priority of any ABS Claims, or (B) the validity, enforceability, or perfection of the ABS Liens; (ii) otherwise seek to restrict any rights of the ABS Trustee; or (iii) support any person in connection with any of the acts described in the foregoing clauses.

5.03. Fiduciary Out. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require the Company or its board of directors, board of managers, or similar governing body, after consulting with counsel, to take any action or to refrain from

taking any action with respect to the Transactions to the extent taking or failing to take such action would be inconsistent with applicable law or its fiduciary obligations under applicable law, and any such action or inaction shall not be deemed to constitute a breach of this Agreement.

**Section 6. *Termination Events.***

6.01. ABS Trustee Termination Events. This Agreement may be terminated by the ABS Trustee by the delivery to the Company of a written notice upon the occurrence of the following events:

(a) the breach in any material respect by the Company of any representation, warranty, covenant or commitment of the Company that (i) is adverse to the ABS Trustee and (ii) remains uncured for five (5) business days after the ABS Trustee transmits a written notice detailing any such breach;

(b) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that enjoins the consummation of a material portion of the Transactions;

(c) the Company pursues consummation of a Sale Transaction that: (i) does not provide for a purchase price for the ABS Collateral comprised of a cash component sufficient to indefeasibly satisfy all ABS Claims; or (ii) is otherwise inconsistent with the terms of the Definitive Documents or the terms of this Agreement;

(d) the Company pursues a DIP Financing which contemplates the grant of DIP Liens that are not subordinate to the ABS Liens in all respects or which is otherwise inconsistent with the terms of this Agreement; or

(e) the Group A Majority directs the ABS Trustee, in accordance with the requirements set forth in the ABS Agreements and any other related or applicable documents, to terminate this Agreement.

6.02. Company Termination Events. This Agreement may be terminated by the Company by the delivery to the ABS Trustee of a written notice upon the occurrence of the following events:

(a) the breach in any material respect by the ABS Trustee of any commitments of the ABS Trustee set forth in Section 4 that (i) is adverse to the Company and (ii) remains uncured for five (5) business days after the Company transmit a written notice detailing any such breach;

(b) the board of directors, board of managers, or such similar governing body the Company determines, after consulting with counsel, (i) that proceeding with any of the Transactions would be inconsistent with the exercise of its fiduciary duties or applicable law; and

(c) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that enjoins the consummation of a material portion of the Transactions.

6.03. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among all Parties.

6.04. Indemnification. The Company agrees that any loss, liability, claim, cost, disbursement, expense, legal fees and expenses (including reasonable attorney's fees and expenses), damage or injury incurred by any Indenture Indemnified Parties (as defined by the ABS Agreements) in connection with, arising out of or resulting from the ABS Trustee's entry into this Agreement shall constitute indemnifiable amounts for which the Company will be jointly and severally liable in accordance with the terms of the ABS Agreements including, without limitation, Section 7.4(b) of the Base Indenture.

6.05. Effect of Termination. Upon the occurrence of a termination in accordance with this Section 6, this Agreement shall be of no further force and effect as to the Parties and each Party shall be released from its commitments, undertakings, and agreements under or related to this Agreement, shall have the rights and remedies that it would have had had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all Claims (as defined in section 101(5) of the Bankruptcy Code); provided, however, that Sections 5.02(c) and 6.04 of this Agreement shall survive termination of this Agreement and shall be enforceable by the Parties notwithstanding its termination.

**Section 7. *Miscellaneous.***

7.01. Capacity of the ABS Trustee. Notwithstanding anything contained herein to the contrary, this Agreement has been entered into by U.S. Bank National Association, not in its individual capacity but solely in its capacity as ABS Trustee and in no event shall U.S. Bank National Association have any individual or personal liability for the representations, warranties, covenants, agreements or other obligations of the ABS Trustee hereunder.

7.02. Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

- (a) if to the Company, to:

[to come]

with a copy (which shall not constitute notice) to:

Sheppard Mullin Richter & Hampton LLP  
321 North Clark Street, 32<sup>nd</sup> Floor  
Chicago, IL 60654  
Attention: Justin Bernbrock  
E-mail: jbernbrock@sheppardmullin.com

- (b) if to the ABS Trustee, to:

[to come]

with a copy (which shall not constitute notice) to:

Barnes & Thornburg LLP  
One North Wacker Drive, Suite 4400  
Chicago, IL 60606  
Attention: Aaron Gavant  
E-mail: agavant@btlaw.com

Any notice given by delivery, mail, or courier shall be effective when received.

7.03. Enforceability of Agreement. Each of the Parties to the extent enforceable waives any right to assert that the exercise of termination rights under this Agreement is subject to the automatic stay provisions of the Bankruptcy Code, and expressly stipulates and consents hereunder to the prospective modification of the automatic stay provisions of the Bankruptcy Code for purposes of exercising termination rights under this Agreement, to the extent the Bankruptcy Court determines that such relief is required.

7.04. Waiver. If the Transactions are not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement on the date first set forth above.

[To come]

**EXHIBIT A**

**Company Parties**

VR Funding LLC and VR Films Holdings (BVI) Limited, as the Parent Co-Issuers (the “**Parent Co-Issuers**”)

Village Roadshow Films (BVI) Limited, Village Roadshow Films North America Inc., Village Roadshow VS Films LLC, and Village Roadshow Films Global Inc. (the “**Subsidiary Co-Issuers**” and, together with the Parent Co-Issuers, the “**Issuers**”)

Village Roadshow Distribution (BVI) Limited, Village Roadshow Pictures North America Inc., Village Roadshow Pictures (BVI) Limited, and Village Roadshow Distribution USA Inc. (the “**Guarantors**”)

**EXHIBIT B**

**Bid Procedures**

**[Omitted]**

**EXHIBIT C**

**Stalking Horse APA**

**[Omitted]**

**EXHIBIT D**

**DIP Term Sheet**

**[Omitted]**