

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

In re:

VILLAGE ROADSHOW ENTERTAINMENT
GROUP USA INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-10475 (TMH)
)
) (Jointly Administered)
)
)

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER PURSUANT TO
SECTION 327(e) OF THE BANKRUPTCY CODE AUTHORIZING THE RETENTION
AND EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND & ELLIS
INTERNATIONAL LLP AS SPECIAL LITIGATION COUNSEL FOR THE DEBTORS
EFFECTIVE AS OF MARCH 17, 2025**

The above-captioned debtors and debtors in possession, (the “Debtors”) file this application (this “Application”) for the entry of an order (the “Order”), substantially in the form attached hereto as **Exhibit A**, authorizing the Debtors to retain and employ Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively, “Kirkland”) as special litigation counsel effective as of the Petition Date (as defined herein). In support of this Application, the Debtors submit the declaration of Chad J. Husnick, the president of Chad J. Husnick, P.C., a partner of Kirkland (the “Husnick Declaration”), which is attached hereto as **Exhibit B** and the declaration of Keith Maib, the Chief Restructuring Officer of the Debtors (the “Maib Declaration”), which is attached hereto as **Exhibit C**. In further support of this Application, the Debtors respectfully state as follows:

¹ 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>.



251047525041000000000001

Jurisdiction

1. 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. 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 Application 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.

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

3. The bases for the relief requested herein are sections 327(e) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rules 2014-1 and 2016-1.

Background

4. 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 operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On March 18, 2025, the Court entered an order [Docket No. 59] authorizing the joint administration and procedural consolidation of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases. On March 27, 2025, the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Committee”) [Docket No. 103].

5. A description of the Debtors' business, the reasons for commencing the chapter 11 cases, and the relief sought from the Court to allow for a smooth transition into chapter 11 are set forth in the *Declaration of Keith Maib in Support of First Day Relief* [Docket No. 2] (the "First Day Declaration").

Relief Requested

6. By this Application, the Debtors seek entry of the Order authorizing the retention and employment of Kirkland as their special litigation counsel in accordance with the terms and conditions set forth in that certain engagement letter between the Debtors and Kirkland effective as of March 17, 2025 (the "Special Counsel Engagement Letter"), a copy of which is attached as **Exhibit 1** to the Order and incorporated herein by reference.

Kirkland's Qualifications

7. The Debtors are seeking to retain Kirkland as special litigation counsel because of Kirkland's experience in, among other areas, litigation, debtors' protections, creditors' rights, and business reorganizations under chapter 11 of the Bankruptcy Code. Additionally, Kirkland has a long-standing relationship with the Company, having served as counsel to the Company since 2021 on a variety of matters, including the Warner Bros. claims litigation.

8. Kirkland and the Debtors previously entered into (i) that certain engagement letter dated January 25, 2021 for legal services related to arbitration with Warner Bros. (the "Arbitration Engagement Letter"), (ii) that certain engagement letter dated June 21, 2023 for legal services related to liability management (the "Liability Management Engagement Letter"), and (iii) that certain engagement letter dated July 31, 2023, as amended as of March 19, 2024, for legal services related to the appeal of the Warner Bros. arbitration award (the "Arbitration Appeal Engagement Letter").

9. As a result of Kirkland's previous representation of the Debtors, Kirkland is well-qualified to assist on litigation issues relating to the Warner Bros. claims litigation. The Kirkland attorneys working on this matter have developed a close working relationship with the Debtors and have become intimately familiar with the facts of the Warner Bros. claims litigation. For these reasons, the Debtors believe that Kirkland is well-qualified to provide the requested services and that Kirkland's employment as special litigation counsel for the purposes specified herein is in the best interest of the Debtors and the Debtors' estates.

Services to be Provided

10. Subject to further order of the Court, and consistent with the Special Counsel Engagement Letter, the Debtors request the retention and employment of Kirkland to render certain legal services in its capacity as special litigation counsel to advise the Debtors on issues relating to the Debtors' Warner Bros. claims litigation during the course of these chapter 11 cases. Specifically, Kirkland will continue to provide legal services to the Debtors regarding (i) any issues or proceedings related to the Warner Bros. claims litigation; and (ii) any other specific services as may be requested by the Debtors from time to time in these chapter 11 cases.

11. Kirkland will provide the services described above as special litigation counsel to the Debtors and will not serve as general bankruptcy and reorganization counsel to the Debtors. The Debtors believe that the services Kirkland will provide will be complementary to and not duplicative of the services to be performed by Sheppard, Mullin, Richter & Hampton LLP, as general bankruptcy and reorganization counsel. The Debtors are mindful of the need to avoid the duplication of legal services and appropriate procedures will be implemented to ensure that there is minimal duplication of effort as a result of Kirkland's role as special litigation counsel.

12. Accordingly, in light of the scope of services to be provided by Kirkland during these chapter 11 cases, Kirkland is properly employed pursuant to section 327(e) of the Bankruptcy Code.

Professional Compensation

13. Kirkland intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with the services rendered, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable procedures and orders of this Court.

14. Kirkland operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

15. Kirkland's current hourly rates range as follows:

<u>Billing Category</u>	<u>U.S. Range</u>
Partners	\$1,295 - \$2,675
Of Counsel	\$875 - \$2,245
Associates	\$785 - \$1,625
Paraprofessionals	\$355 - \$705

16. Kirkland's hourly rates are set at a level designed to compensate Kirkland fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.²

² For example, like many of its peer law firms, Kirkland typically increases the hourly billing rate of attorneys and paraprofessionals twice a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013). As set forth in

Compensation Received by Kirkland from the Debtors

17. Per the terms of the Arbitration Engagement Letter, the Debtors engaged Kirkland to provide legal services in connection with the Debtors' Warner Bros. arbitration. The Warner Bros. arbitration commenced in February 2022 when a demand for arbitration was filed, and concluded in July 2023 when an arbitration award was issued. Kirkland incurred fees and expenses for legal services provided pursuant to the Arbitration Engagement Letter, of which approximately \$7.4 million remained unpaid as of the Petition Date.

18. Per the terms of the Arbitration Appeal Engagement Letter, the Debtors engaged Kirkland in connection with an appeal of the Warner Bros. arbitration award. Per the terms of the Arbitration Appeal Engagement Letter, Kirkland and the Debtors agreed to a fee arrangement by which Kirkland's fee was fully contingent on the outcome of the arbitration award appeal. Kirkland is entitled to, but has not been paid, approximately \$4.0 million under the Arbitration Appeal Engagement Letter.

19. Per the terms of the Liability Management Engagement Letter, the Debtors engaged Kirkland in connection with reviewing and analyzing liability management opportunities. In connection with the engagement, the Debtors paid \$100,000 to Kirkland, which, as stated in the Liability Management Engagement Letter, constituted an "advance payment retainer" (now known as a "special purpose retainer") as defined in Rule 1.5(d) of the Illinois Rules of Professional Conduct and *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007). Subsequently, the Debtors paid to Kirkland additional special purpose retainer totaling \$737,194.20 in the aggregate.

the Order, Kirkland will provide ten business-days' notice to the Debtors, the U.S. Trustee, and any official committee before implementing any periodic increases, and shall file any such notice with the Court.

20. As stated in the Liability Management Engagement Letter, any special purpose retainer is earned by Kirkland upon receipt, any special purpose retainer becomes the property of Kirkland upon receipt, the Debtors no longer have a property interest in any special purpose retainer upon Kirkland's receipt, any special purpose retainer will be placed in Kirkland's general account and will not be held in a client trust account, and the Debtors will not earn any interest on any special purpose retainer.³ A chart identifying the statements setting forth the professional services provided by Kirkland to the Debtors and the expenses incurred by Kirkland in connection therewith, as well as the special purpose retainer transferred by the Debtors to Kirkland, prior to the Petition Date is set forth in the Husnick Declaration.

21. Pursuant to Bankruptcy Rule 2016(b) and the Special Counsel Engagement Letter, Kirkland has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Kirkland or (b) any compensation another person or party has received or may receive.

No Adverse Interest

22. To the best of the Debtors' knowledge, and as set forth in the Husnick Declaration: (a) Kirkland does not represent or hold any interest adverse to the Debtors or the Debtors' estates with respect to the matter on which Kirkland is seeking to be employed as required by section 327(e) of the Bankruptcy Code, and (b) Kirkland has no connection to the Debtors, their creditors, or their related parties, except as may be disclosed herein or in the Husnick Declaration.

³ The Liability Management Engagement Letter provides that Kirkland may continue to hold any remaining prepetition special purpose retainer during the pendency of a chapter 11 case rather than applying such special purpose retainer to postpetition fees and expenses. Kirkland evaluates whether to retain any remaining prepetition special purpose retainer on a case-by-case basis. In this particular case, Kirkland has elected not to hold any remaining prepetition special purpose retainer but, instead, will apply any remaining special purpose retainer to postpetition fees and expenses as such fees and expenses are allowed by the Court.

23. Kirkland will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Kirkland will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Supporting Authority

24. The Debtors seek retention of Kirkland as special litigation counsel pursuant to section 327(e) of the Bankruptcy Code, which provides that a debtor, subject to Court approval:

[M]ay employ, for a specified special purpose . . . an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed.

11 U.S.C. § 327(e).

25. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014(a).

26. In considering whether to appoint special counsel, courts generally consider whether “(1) employment of the attorney [is] for a specified special purpose, which does not include representing the trustee in conducting the case, (2) the attorney . . . previously represented the debtor, (3) the employment of the attorney [is] in the best interest of the estate, and (4) the attorney [does] not have any interest adverse to the debtor or the estate with respect to the matter

on which special counsel is to be employed.” *In re Johnson*, 433 B.R. 626, 635 (Bankr. S.D. Tex. 2010); *see also In re AroChem Corp.*, 176 F.3d 610, 622 (2d Cir. 1999) (noting that “where the interest of the special counsel and the interest of the estate are identical with respect to the matter for which special counsel is retained, there is no conflict and the representation can stand”).

27. Here, (1) Kirkland’s role is limited to the specific tasks set forth above and does not include providing general bankruptcy advice to the Debtors; (2) Kirkland has represented the Debtors prior to these chapter 11 cases; (3) retention of Kirkland is in the best interest of the estates because it ensures the Debtors will have continued access to Kirkland’s services; and (4) Kirkland does not represent or hold any interest adverse to the Debtors or their estates on the matters in which Kirkland will represent the Debtors. Accordingly, the Debtors submit that for all the reasons stated above and in the Husnick Declaration, the employment of Kirkland by the Debtors satisfies all standards for retention under section 327(e) and Rule 2014(a) and should be approved.

Notice

28. Notice of this Application has been provided 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 Vine Alternative Investments Group, LLC; (f) the United States Attorney’s Office for the District of Delaware; (g) the state attorneys general for all states in which the Debtors conduct business; (h) the Internal Revenue Service; (i) the United States Department of Justice; and (j) any party that requests service pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and granting such other relief as is just and proper.

Dated: April 10, 2025

VILLAGE ROADSHOW ENTERTAINMENT
GROUP USA INC., *et al.*,

By: /s/ Keith Maib
Name: Keith Maib
Title: Chief Restructuring Officer

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

In re:

VILLAGE ROADSHOW ENTERTAINMENT
GROUP USA INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-10475 (TMH)
)
) (Jointly Administered)
)
) **Hearing Date:** May 6, 2025, at 10:00 a.m. (ET)
) **Obj. Deadline:** April 24, 2025, at 4:00 p.m. (ET)

NOTICE OF APPLICATION

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Application for Entry of an Order Pursuant to Section 327(e) of the Bankruptcy Code Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Special Litigation Counsel for the Debtors Effective as of March 17, 2025* (the “Application”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that that any objections to the Application must be filed on or before **April 24, 2025 at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 North Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection upon the undersigned proposed counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE that copies of the Application and other information regarding these chapter 11 cases are available for inspection free of charge on the case website at <https://www.veritaglobal.net/vreg>.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE APPLICATION WILL BE HELD ON May 6, 2025, AT 10:00 A.M. (ET) BEFORE THE HONORABLE THOMAS M. HORAN, UNITED STATES BANKRUPTCY COURT JUDGE FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 3RD FLOOR, COURTROOM NO. 7, WILMINGTON, DELAWARE 19801.

¹ 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>.

PLEASE TAKE FURTHER NOTICE THAT, IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR A HEARING.

Dated: April 10, 2025
Wilmington, Delaware

/s/ Joseph M. Mulvihill

**YOUNG CONAWAY STARGATT &
TAYLOR, LLP**

Joseph M. Mulvihill (Del. Bar No. 6061)
Carol E. Thompson (Del. Bar No. 6936)
Benjamin C. Carver (Del. Bar No. 7176)
Rodney Square
1000 North King Street
Wilmington, DE 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: jmulvihill@ycst.com
cthompson@ycst.com
bcarver@ycst.com

*Proposed Co-Counsel for the Debtors and
Debtors in Possession*

**SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP**

Justin R. Bernbrock (admitted *pro hac vice*)
Matthew T. Benz (admitted *pro hac vice*)
321 North Clark Street, 32nd Floor
Chicago, IL 60654
Telephone: (312) 499-6300
Facsimile: (312) 499-6301
Email: jbernbrock@sheppardmullin.com
mbenz@sheppardmullin.com

-and-

Jennifer L. Nassiri (admitted *pro hac vice*)
1901 Avenue of the Stars, Suite 1600
Los Angeles, CA 90067
Telephone: (310) 228-3700
Facsimile: (310) 228-3701
Email: jnassiri@sheppardmullin.com

-and-

Alyssa Paddock (admitted *pro hac vice*)
30 Rockefeller Plaza, 39th Floor
New York, NY 10112
Telephone: (212) 653-8700
Facsimile: (212) 653-8701
Email: apaddock@sheppardmullin.com

*Proposed Co-Counsel for the Debtors and
Debtors in Possession*

EXHIBIT A

Proposed Order

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

In re:

VILLAGE ROADSHOW ENTERTAINMENT
GROUP USA INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-10475 (TMH)
)
) (Jointly Administered)
)
) Related to Docket No. [●]

**ORDER PURSUANT TO SECTION 327(e) OF THE BANKRUPTCY CODE
AUTHORIZING THE RETENTION AND EMPLOYMENT OF KIRKLAND &
ELLIS LLP AND KIRKLAND & ELLIS INTERNATIONAL LLP AS SPECIAL
LITIGATION COUNSEL FOR THE DEBTORS EFFECTIVE AS OF MARCH 17, 2025**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (the “Debtors”) for entry of an order (the “Order”) authorizing the Debtors to retain and employ Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively, “Kirkland”) as its special litigation counsel effective as of March 17, 2025, pursuant to sections 327(e) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of the Local Rules for the District of Delaware (the “Local Rules”); and the Court having reviewed the Application, the Declaration of Chad J. Husnick, the president of Chad J. Husnick, P.C., a partner of Kirkland & Ellis LLP, and a partner of Kirkland & Ellis International LLP (the “Husnick Declaration”) and the Declaration of Keith Maib, Chief

¹ 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>.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

Restructuring Officer of the Debtors (the “Maib Declaration”); and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found based on the representations made in the Application and in the Husnick Declaration that Kirkland does not represent or hold an interest adverse to the Debtors’ estates on the matter on which Kirkland seeks to be retained; and the Court having found that the relief requested in the Application is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and the Court having found that the Debtors provided adequate and appropriate notice of the Application under the circumstances and that no other or further notice is required; and the Court having reviewed the Application and having heard statements in support of the Application at a hearing held before the Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, IT IS HEREBY ORDERED THAT:

1. The Debtors are authorized to retain and employ Kirkland as special litigation counsel effective as of March 17, 2025 in accordance with the terms and conditions set forth in the Application and the Special Counsel Engagement Letter attached hereto as **Exhibit 1**.

2. Kirkland is authorized to provide the Debtors with the professional services as described in the Application and the Special Counsel Engagement Letter.

3. Kirkland shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors’ chapter 11 cases in

compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. Kirkland also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013*, both in connection with the Application and the interim and final fee applications to be filed by Kirkland in these chapter 11 cases.

4. Notwithstanding anything in the Liability Management Engagement Letter to the contrary, Kirkland shall apply any remaining amounts of its prepetition special purpose retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to an order of the Court awarding fees and expenses to Kirkland. Kirkland is authorized without further order of the Court to reserve and apply amounts from the prepetition special purpose retainer that would otherwise be applied toward payment of postpetition fees and expenses as are necessary and appropriate to compensate and reimburse Kirkland for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practices.

5. Notwithstanding anything to the contrary in the Application, the Special Counsel Engagement Letter, or the Declarations attached to the Application, the reimbursement provisions allowing the reimbursement of fees and expenses incurred in connection with participating in, preparing for, or responding to any action, claim, suit, or proceeding brought by or against any party that relates to the legal services provided under the Special Counsel Engagement Letter and

fees for defending any objection to Kirkland's fee applications under the Bankruptcy Code are not approved pending further order of the Court.

6. Notwithstanding anything contained in the Application, its exhibits, and/or any supporting filings, including the Special Counsel Engagement Letter, the Debtors' rights to object to interim and/or final allowance of Kirkland's fees are fully reserved under the applicable bankruptcy law and the procedures set forth in the *Order (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and (II) Granting Related Relief*.

7. Kirkland shall not charge a markup to the Debtors with respect to fees billed by contract attorneys who are hired by Kirkland to provide services to the Debtors and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

8. Kirkland shall provide ten-business-days' notice to the Debtors, the U.S. Trustee, and the Committee before any increases in the rates set forth in the Application or the Special Counsel Engagement Letter are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

9. Notwithstanding any provision to the contrary in the Application and/or Special Counsel Engagement Letter, any dispute relating to the services provided by Kirkland shall be referred to arbitration consistent with the terms of the Application and/or Special Counsel Engagement Letter only to the extent that this Court does not have, retain or exercise jurisdiction over the dispute.

10. To the extent the Debtors wish to expand the scope of Kirkland's services beyond those services set forth in the Special Counsel Engagement Letter or this Order, the Debtors shall be required to seek further approval from this Court. The Debtors shall file notice of any proposed additional services (the "Proposed Additional Services") and any underlying engagement agreement with the Court and serve such notice on the U.S. Trustee, the Committee, and any party requesting notice under Bankruptcy Rule 2002. If no such party files an objection within 21 days of the Debtors filing such notice, the Proposed Additional Services and any underlying engagement agreement may be approved by the Court by further order without further notice or hearing.

11. The Debtors and Kirkland are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

12. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Bankruptcy Local Rules are satisfied by the contents of the Application.

13. To the extent the Application, the Husnick Declaration, the Maib Declaration, or the Special Counsel Engagement Letter is inconsistent with this Order, the terms of this Order shall govern.

14. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

15. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Signed: _____, 2025
Wilmington, Delaware

THOMAS M. HORAN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Special Counsel Engagement Letter

KIRKLAND & ELLIS LLP

Chad J. Husnick, P.C.
To Call Writer Directly:
+1 312 862 2009
chad.husnick@kirkland.com

333 West Wolf Point Plaza
Chicago, IL 60654
United States
+1 312 862 2000
www.kirkland.com

Facsimile:
+1 312 862 2200

March 30, 2025

Kevin P. Berg
Village Roadshow Entertainment Group USA Inc.
750 N. San Vicente Blvd.
Suite 800 West
West Hollywood, CA 90069

Re: Retention to Provide Legal Services

Dear Mr. Berg,

We are very pleased that you have asked us to represent Village Roadshow Entertainment Group USA Inc. and its affiliates listed in an addendum to this letter (collectively, “you”) in connection with Warner Brothers Entertainment Inc. and its affiliates’ claims litigation and other issues requested by you and agreed to by the Firm from time to time. In this letter, “we,” “our,” “us” or “K&E LLP” means Kirkland & Ellis LLP and its affiliates. Please know that our representation is solely of you and that no direct or indirect shareholder, director, officer, partner, employee, affiliate, or joint venturer of yours will have the status of a client for any purpose as a result of this engagement.

This retention letter (the “Agreement”) (notwithstanding any guidelines for outside counsel that you may provide to us) sets forth our entire agreement for rendering professional services for the current matter, as well as for all other existing or future matters (collectively, the “Engagement”), except where we otherwise agree in writing.

Our fees are primarily based on the time individuals spend working on your matter at their hourly rates. Our hourly rates vary with the experience and seniority of the individuals assigned and may be adjusted from time to time. Additionally, our fees may be greater than the hourly rate based on various factors, such as the value of the services rendered, our efficiency, the size of the matter, the time pressures involved, and the results we achieve. We will include expenses in our statements as disbursements advanced by us on your behalf. Attached hereto is our current schedule of charges, which is subject to change. Our statements for fees and expenses are typically rendered monthly and payment in full is due within thirty days.

Either of us may terminate our retention at any time by written notice. If permission for withdrawal is required by a court, we shall apply promptly for such permission and termination

KIRKLAND & ELLIS LLP

Page 2

shall coincide with the court order for withdrawal. Our representation also will end, regardless of whether or when written notice was sent, upon the constructive completion of our work.

We may be requested to act for other current or future clients on other matters where the interests of those other clients may be adverse to you, or on other matters for current or future clients to whom you are adverse in this Engagement. And we may currently be involved in such representations. You agree that we may represent such other clients in any existing or future matters, including matters that are directly adverse to you, provided such matters are not substantially related to the legal services that we are rendering or will render to you in the Engagement (an "Allowed Adverse Representation"). By way of example, such Allowed Adverse Representations might take the form of, among other contexts: litigation (including arbitration, mediation and other forms of dispute resolution); transactional work (including consensual and non-consensual merger, acquisition, and takeover situations, financings, and commercial agreements); counseling (including advising direct adversaries and competitors); and restructuring (including bankruptcy, insolvency, financial distress, recapitalization, equity and debt workouts, and other transactions or adversarial adjudicative proceedings related to any of the foregoing and similar matters).

You will not assert that our representation of you is a basis to disqualify us from an Allowed Adverse Representation or that our work for another client breaches any duties to you. Nor will you assert that a matter is substantially related, and thus not an Allowed Adverse Representation, simply because during our work we came to possess confidential information (recognizing, of course, that we will abide by our legal and ethical duties to protect your confidences).

You have considered the pros and cons of waiving conflicts of interests and recognize the inherent uncertainty about the array of potential matters and clients we might take on, but nonetheless have decided, with the opportunity to consult other counsel, that to secure our services instead of another firm, it is in your interest to waive conflicts of interest as described above.

We may be asked to represent more than one bidder in an auction or other opportunity to buy or invest in the securities or assets of a third party. In such circumstances you agree that we may represent other bidders in addition to you, provided we establish appropriate screening procedures and information barriers to ensure there is complete separation between the team of lawyers (and personnel) who provide services to you and those who provide services to another bidder and absolutely no sharing of information.

We also inform you that certain investment entities owned by some of our current or former attorneys and senior staff have investments in funds or companies that may, directly or indirectly, be affiliated with you, hold investments in your debt or equity securities, be adverse to you, or conduct commercial transactions with you. These entities are passive and have no management

KIRKLAND & ELLIS LLP

Page 3

or control rights in such funds or companies. Please let us know if you have any questions or concerns regarding our passive holdings.

Kirkland & Ellis LLP is a limited liability partnership organized under the laws of Illinois, and Kirkland & Ellis International LLP is a limited liability partnership organized under the laws of Delaware. Accordingly, partners are not personally liable, directly or indirectly, by way of indemnification, contribution, assessment or otherwise, for obligations of either partnership solely by reason of being or acting as a partner.¹ We generally do not retain records for more than five years. Upon your written request, we will return your records prior to their destruction. Although we will return your records (i.e., your client file) to you at any time upon your written request, you agree that your client file will not include K&E LLP's internal files including administrative materials, internal communications, and drafts. You agree that, if you provide us with personal data, you have complied with applicable data protection legislation and that we may process such personal data in accordance with our Data Transfer and Privacy Policy at www.kirkland.com. We process your personal data in order to (i) carry out work for you; (ii) share the data with third parties such as expert witnesses and other professional advisers if our work requires; (iii) comply with applicable laws and regulations and (iv) provide you with information relating to K&E LLP and its services. You further agree that, for marketing purposes, we may describe facets of our law practice and recite examples of matters we handled for you, provided those materials avoid disclosing your confidences and secrets as defined by applicable ethical rules.

We are not advising you with respect to this Agreement, because we would have a conflict of interest in doing so. If you wish to receive such advice, you should consult independent counsel of your choice. Please confirm your agreement with the arrangements described in this letter by returning a signed copy of this letter. Please understand that, if we do not receive a signed copy of this letter within twenty-one days, we will withdraw from representing you in this Engagement.

Very truly yours,

KIRKLAND & ELLIS LLP

By:  BA6F3CF59AE2453...

Printed Name: Chad J. Husnick, P.C.

Title: Partner

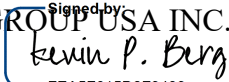
¹ Pursuant to Business and Professions Code section 6200 et seq., you may have a right to arbitrate any fee dispute.

KIRKLAND & ELLIS LLP

Page 4

Agreed and accepted this 30th day of March, 2025

VILLAGE ROADSHOW ENTERTAINMENT
GROUP USA INC.

A blue ink signature of Kevin P. Berg is written over a blue rectangular box.

By: FEA5F615D2F3433...

Name: Kevin P. Berg

Title: Corporate Secretary and General Counsel

ADDENDUM: List of Client Subsidiaries

VR Zoo Productions Ltd

VREG Funding LLC

VREG IP Global LLC

Village Roadshow Distribution USA Inc.

VREG J2 Global LLC

Village Roadshow Films Global Inc.

VREG MM2 IP Global LLC

VREG OP Global LLC

VREG Production Services Inc.

Village Roadshow Films North America Inc.

VREG Television Inc.

VREG Wonka IP Global LLC

Village Roadshow Pictures Entertainment Inc.

VREG WW IP Global LLC

Village Roadshow Pictures North America Inc.

Village Roadshow VS Films LLC

Village Roadshow Productions Inc.

VR DTE Distribution USA Inc.

VR DTE Productions Limited

VR Funding LLC

VREG Films Ltd

Village Roadshow Film Administration Management Pty Ltd

Village Roadshow Distribution Pty Ltd

Village Roadshow Entertainment Group Asia Limited

Crescent Film Holdings Limited

Village Roadshow Distribution UK Limited

Village Roadshow Entertainment Group (BVI) Limited

Village Roadshow Productions (BVI) Ltd

VR Zoo Distribution USA Inc.

Village Roadshow Distribution (BVI) Limited

Village Roadshow Films (BVI) Limited

VR Films Holdings (BVI) Limited

Village Roadshow Holdings USA Inc.

KIRKLAND & ELLIS LLP

CLIENT-REIMBURSABLE EXPENSES AND OTHER CHARGES

Effective 01/01/2025

The following outlines Kirkland & Ellis LLP's ("K&E LLP") policies and standard charges for various services performed by K&E LLP and/or by other third parties on behalf of the client which are often ancillary to our legal services. Services provided by in-house K&E LLP personnel are for the convenience of our clients. Given that these services are often ancillary to our legal services, in certain instances it may be appropriate and/or more cost efficient for these services to be outsourced to a third-party vendor. If services are provided beyond those outlined below, pricing will be based on K&E LLP's approximate cost and/or comparable market pricing.

- **Duplicating, Reprographics and Printing:** The following list details K&E LLP's charges for duplicating, reprographics and printing services:
 - ▶ Black and White Copy or Print (all sizes of paper):
 - \$0.16 per impression for all U.S. offices
 - €0.10 per impression in Munich
 - £0.15 per impression in London
 - HK\$1.50 per impression in Hong Kong
 - CNY1.00 per impression in Beijing and Shanghai
 - ▶ Color Copy or Print (all sizes of paper):
 - \$0.55 per impression
 - ▶ Scanned Images:
 - \$0.16 per page for black and white or color scans
 - ▶ Other Services:
 - CD/DVD Duplicating or Mastering - \$7/\$10 per CD/DVD
 - Binding - \$0.70 per binding
 - Large or specialized binders - \$13/\$27
 - Tabs - \$0.13 per item
 - OCR/File Conversion - \$0.03 per page
 - Large Format Printing - \$1.00 per sq. ft.
- **Secretarial and Word Processing:** Clients are not charged for secretarial and word processing activities incurred on their matters during standard business hours.
- **Overtime Charges:** Clients will be charged for overtime costs for secretarial and document services work if either (i) the client has specifically requested the after-hours work or (ii) the nature of the work being done for the client necessitates out-of-hours overtime and such work could not have been done during normal working hours. If these conditions are satisfied, costs for related overtime meals and transportation also will be charged.

- **Travel Expenses:** We charge clients our out-of-pocket costs for travel expenses including associated travel agency fees. We charge coach fares (business class for international flights) unless the client has approved business-class, first-class or an upgrade. K&E LLP personnel are instructed to incur only reasonable airfare, hotel and meal expenses. K&E LLP negotiates, uses, and passes along volume discount hotel and air rates whenever practicable. However, certain retrospective rebates may not be passed along.
- **Catering Charges:** Clients will be charged for any in-house catering service provided in connection with client matters.
- **Communication Expenses:** We do not charge clients for telephone calls, conference calls, videoconferences or faxes made from K&E LLP's offices.

Charges incurred for conference calls, videoconferences, cellular telephones, and calls made from other third-party locations will be charged to the client at the actual cost incurred. Further, other telecommunication expenses incurred at third-party locations (e.g., phone lines at trial sites, Internet access, etc.) will be charged to the client at the actual cost incurred.

- **Overnight Delivery/Postage:** We charge clients for the actual cost of overnight and special delivery (e.g., Express Mail, FedEx, and DHL), and U.S. postage for materials mailed on the client's behalf. K&E LLP negotiates, uses, and passes along volume discount rates whenever practicable.
- **Messengers:** We charge clients for the actual cost of a third-party vendor messenger.
- **Library Research Services:** Library Research staff provides research and document retrieval services at the request of attorneys, and clients are charged per hour for these services. Any expenses incurred in connection with the request, such as outside retrieval service or online research charges, are passed on to the client at cost, including any applicable discounts.
- **Online Research Charges:** K&E LLP charges for costs incurred in using third-party online research services in connection with a client matter. K&E LLP negotiates and uses discounts or special rates for online research services whenever possible and practicable and passes through the full benefit of any savings to the client based on actual usage.
- **Inter-Library Loan Services:** Our standard client charge for inter-library loan services when a K&E LLP library employee borrows a book from an outside source is \$25 per title. There is no client charge for borrowing books from K&E LLP libraries in other cities or from outside collections when the title is part of the K&E LLP collection but unavailable.
- **Off-Site Legal Files Storage:** Clients are not charged for off-site storage of files unless the storage charge is approved in advance.
- **Electronic Data Storage:** K&E LLP will not charge clients for costs to store electronic data and files on K&E LLP's systems if the data stored does not exceed 100 gigabytes

(GB). If the data stored for a specific client exceeds 100GB, K&E LLP will charge clients \$6.00 per month/per GB for all network data stored until the data is either returned to the client or properly disposed of. For e-discovery data on the Relativity platform, K&E LLP will also charge clients \$6.00 per month/per GB until the data is either returned to the client or properly disposed of.

- **Tax Filings:** Clients will be charged a fixed fee for certain tax filings. Our standard charge is \$400 per Form 8832 election; \$250 per Form 83(b) election for the first 20 forms, \$100 per form for any additional forms; \$1,000 each for Form SS-4 (Foreign); \$100 each for Form SS-4 (Domestic); and \$75 for each FIRPTA certificate.
- **Calendar Court Services:** Our standard charge is \$25 for a court filing and other court services or transactions.
- **Supplies:** There is no client charge for standard office supplies. Clients are charged for special items (e.g., a minute book, exhibit tabs/indexes/dividers, binding, etc.) and then at K&E LLP's actual cost.
- **Contract Attorneys and Contract Non-Attorney Billers:** If there is a need to utilize a contract attorney or contract non-attorney on a client engagement, clients will be charged a standard hourly rate for these billers unless other specific billing arrangements are agreed between K&E LLP and client.
- **Expert Witnesses, Experts of Other Types, and Other Third Party Consultants:** If there is a need to utilize an expert witness, expert of other type, or other third party consultant such as accountants, investment bankers, academicians, other attorneys, etc. on a client engagement, clients will be requested to retain or pay these individuals directly unless specific billing arrangements are agreed between K&E LLP and client.
- **Third Party Expenditures:** Third party expenditures (e.g., corporate document and lien searches, lease of office space at Trial location, IT equipment rental, SEC and regulatory filings, etc.) incurred on behalf of a client, will be passed through to the client at actual cost. If the invoice exceeds \$50,000, it is K&E LLP's policy that wherever possible such charges will be directly billed to the client. In those circumstances where this is not possible, K&E LLP will seek reimbursement from our client prior to paying the vendor.

Unless otherwise noted, charges billed in foreign currencies are based on current U.S. charges at an appropriate exchange rate.

EXHIBIT B

Declaration of Chad J. Husnick

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

In re:

VILLAGE ROADSHOW ENTERTAINMENT
GROUP USA INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-10475 (TMH)
)
) (Jointly Administered)
)
)

**DECLARATION OF CHAD J. HUSNICK IN SUPPORT OF DEBTORS' APPLICATION
FOR ENTRY OF AN ORDER PURSUANT TO SECTION 327(e) OF THE
BANKRUPTCY CODE AUTHORIZING THE RETENTION AND EMPLOYMENT OF
KIRKLAND & ELLIS LLP AND KIRKLAND & ELLIS INTERNATIONAL LLP
AS SPECIAL LITIGATION COUNSEL FOR THE DEBTORS
EFFECTIVE AS OF MARCH 17, 2025**

I, Chad J. Husnick, being duly sworn, state the following under penalty of perjury.

1. I am the president of Chad J. Husnick, P.C., a partner of the law firm of Kirkland & Ellis LLP, located at 333 West Wolf Point Plaza, Chicago, IL 60654, and a partner of Kirkland & Ellis International, LLP (together with Kirkland & Ellis LLP, collectively, "Kirkland").² I am a member in good standing of the Bar of the State of Illinois and the Bar of the State of New York, and I have been admitted to practice in the Supreme Court of the United States, the United States Courts of Appeals for the Second Circuit, Fourth Circuit, and Seventh Circuit, and the United States District Courts for the Northern District of Illinois and the Southern District of New York. There are no disciplinary proceedings pending against me.

¹ 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>.

² Capitalized terms used but not otherwise defined herein shall have the meaning as set forth in the Application.

2. I submit this declaration (the “Declaration”) in support of the *Debtors’ Application for Entry of an Order Pursuant to Section 327(e) of the Bankruptcy Code Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Special Litigation Counsel for the Debtors Effective as of March 17, 2025* (the “Application”). Except as otherwise noted, I have personal knowledge of the matters set forth herein.

Kirkland’s Qualifications

3. The Debtors (together with their non-Debtor affiliates, collectively, the “Company”) seek to retain Kirkland as special litigation counsel because of Kirkland’s experience in, among other areas, litigation, debtors’ protections, creditors’ rights, and business reorganizations under chapter 11 of the Bankruptcy Code. Additionally, Kirkland has a long-standing relationship with the Company, having served as counsel to the Company since 2021 on a variety of matters, including the Warner Bros. claims litigation. The Kirkland attorneys representing the Debtors have become intimately familiar with the Debtors’ business and many of the potential legal issues that may arise in the context of this representation.

Services to be Provided

4. Subject to further order of the Court, and that certain engagement letter dated March 30, 2025 (the “Special Counsel Engagement Letter”), a copy of which is attached as **Exhibit 1** to the Order, the Debtors request the retention and employment of Kirkland to render certain legal services in its capacity as special litigation counsel only upon the Debtors’ request. Specifically, Kirkland will continue to provide legal services to the Debtors, including (i) assisting the Debtors in connection with any issues or proceedings related to the Warner Bros. claims litigation; and (ii) providing such other specific services as may be requested by the Debtors from time to time in these chapter 11 cases.

Professional Compensation

5. Kirkland operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

6. Kirkland's current hourly rates range as follows:

Billing Category	U.S. Range
Partners	\$1,295-\$2,675
Of Counsel	\$875-\$2,245
Associates	\$785-\$1,625
Paraprofessionals	\$355-\$705

7. Kirkland's hourly rates are set at a level designed to compensate Kirkland fairly for the work of its attorneys and paralegals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.³

Compensation Received by Kirkland from the Debtors

8. Per the terms of the Arbitration Engagement Letter, dated January 25, 2021, the Debtors engaged Kirkland to provide legal services in connection with the Debtors' Warner Bros. arbitration. The Warner Bros. arbitration commenced in February 2022 when a demand for arbitration was filed, and concluded in July 2023 when an arbitration award was issued. Kirkland incurred fees and expenses for legal services provided pursuant to the Arbitration Engagement Letter, of which approximately \$7.4 million remained unpaid as of the Petition Date.

³ For example, like many of its peer law firms, Kirkland typically increases the hourly billing rate of attorneys and paraprofessionals twice a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013). As set forth in the Order, Kirkland will provide ten business days' notice to the Debtors, the U.S. Trustee, and any official committee before implementing any periodic increases, and shall file such notice with the Court.

9. Per the terms of the Arbitration Appeal Engagement Letter, dated July 31, 2023, as amended as of March 19, 2024, the Debtors engaged Kirkland in connection with an appeal of the Warner Bros. arbitration award. Per the terms of the Arbitration Appeal Engagement Letter, Kirkland and the Debtors agreed to a fee arrangement by which Kirkland's fee was fully contingent on the outcome of the arbitration award appeal. Kirkland is entitled to, but has not been paid, approximately \$4.0 million under the Arbitration Appeal Engagement Letter.

10. Per the terms of the Liability Management Engagement Letter, on June 21, 2023, the Debtors engaged Kirkland in connection with reviewing and analyzing liability management opportunities. In connection with this engagement, the Debtors paid \$100,000 to Kirkland, which, as stated in the Liability Management Engagement Letter, constituted an "advance payment retainer" (now known as a "special purpose retainer") as defined in Rule 1.5(d) of the Illinois Rules of Professional Conduct and *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007). Subsequently, the Debtors paid to Kirkland additional special purpose retainer totaling \$737,194.20 in the aggregate. As stated in the Liability Management Engagement Letter, any special purpose retainer is earned by Kirkland upon receipt, any special purpose retainer becomes the property of Kirkland upon receipt, the Debtors no longer have a property interest in any special purpose retainer upon Kirkland's receipt, any special purpose retainer will be placed in Kirkland's general account and will not be held in a client trust account, and the Debtors will not earn any interest on any special purpose retainer.⁴ A chart identifying the statements setting forth the professional services provided by Kirkland to the Debtors and the expenses incurred by Kirkland

⁴ The Liability Management Engagement Letter provides that Kirkland may continue to hold any remaining prepetition special purpose retainer during the pendency of a chapter 11 case rather than applying such special purpose retainer to postpetition fees and expenses. Kirkland evaluates whether to retain any remaining prepetition special purpose retainer on a case-by-case basis. In this particular case, Kirkland has elected not to hold any remaining prepetition special purpose retainer but, instead, will apply any remaining special purpose retainer to postpetition fees and expenses as such fees and expenses are allowed by the Court.

in connection therewith, as well as the special purpose retainer transferred by the Debtors to Kirkland, prior to the Petition Date is set forth below.

11. Per the terms of the Liability Management Engagement Letter, during the 90-day period before the Petition Date, the Debtors paid special purpose retainer in the following amounts to Kirkland:

Type of Transaction	Date	Amount of Fees and Expenses Listed on Statement	Amount of Special Purpose Retainer Requested	Amount of Special Purpose Retainer Received	Resulting Special Purpose Retainer Following
Initial Request for Special Purpose Retainer	6/21/2023		\$100,000.00		
Receipt of Initial Special Purpose Retainer	6/22/2023			\$100,000.00	\$100,000.00
Statement of Fees and Expenses	8/22/2023	\$51,383.57			\$48,616.43
Request for Additional Special Purpose Retainer	8/22/2023		\$51,383.57		
Receipt of Special Purpose Retainer	8/25/2023			\$51,383.57	\$100,000
Statement of Fees and Expenses	11/9/2023	\$18,486.6			\$81,513.40
Request for Additional Special Purpose Retainer	11/9/2023		\$18,486.6		
Receipt of Special Purpose Retainer	11/17/2023			\$18,486.6	\$100,000
Statement of Fees and Expenses	12/7/2023	\$93,362.95			\$6,637.05
Request for Additional Special Purpose Retainer	12/7/2023		\$93,362.95		
Receipt of Special Purpose Retainer	12/12/2023			\$93,362.95	\$100,000
Statement of Fees and Expenses	2/1/2024	\$99,994.41			\$5.59
Request for Additional Special Purpose Retainer	2/1/2024		\$99,994.41		
Receipt of Special Purpose Retainer	2/6/2024			\$99,994.41	\$100,000.00
Statement of Fees and Expenses	2/14/2024	\$96,628.81			\$3,371.19
Request for Additional Special Purpose Retainer	2/14/2024		\$96,628.81		
Receipt of Special Purpose Retainer	2/15/2024			\$96,628.81	\$100,000.00
Statement of Fees and Expenses	8/13/2024	\$95,212.89			\$4,787.11
Request for Additional Special Purpose Retainer	8/29/2024		\$95,212.89		
Receipt of Special Purpose Retainer	9/6/2024			\$95,212.89	\$100,000.00
Statement of Fees and Expenses	9/11/2024	\$ 45,361.26			\$54,638.74
Request for Additional Special Purpose Retainer	9/11/2024		\$ 45,361.26		
Receipt of Special Purpose Retainer	9/20/2024			\$ 45,361.26	\$100,000.00
Statement of Fees and Expenses	11/1/2024	\$ 23,050.53			\$76,949.47
Request for Additional Special Purpose Retainer	11/1/2024		\$ 23,050.53		
Receipt of Special Purpose Retainer	11/5/2024			\$ 23,050.53	\$100,000.00

Statement of Fees and Expenses	2/3/2025	\$63,713.18			\$36,286.82
Request for Additional Special Purpose Retainer	2/3/2025		\$ 63,713.18		
Receipt of Special Purpose Retainer	2/7/2025			\$ 63,713.18	\$100,000.00
Statement of Fees and Expenses	3/6/2025	\$60,993.75			\$39,006.25
Request for Additional Special Purpose Retainer	3/14/2025		\$50,000.00		
Receipt of Special Purpose Retainer	3/14/2025			\$50,000.00	\$89,006.25

As a result of amounts that have accrued in the Kirkland billing system prior to the Petition Date, I do not believe any special purpose retainer will remain.

12. Pursuant to Bankruptcy Rule 2016(b) and the Special Counsel Engagement Letter, Kirkland has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Kirkland or (b) any compensation another person or party has received or may receive.

Statement Regarding U.S. Trustee Guidelines

13. Kirkland shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable procedures and orders of the Court. Kirkland also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective As of November 1, 2013* (the "Revised UST Guidelines"), both in connection with this Application and the interim and final fee applications to be filed by Kirkland in these chapter 11 cases.

Attorney Statement Pursuant to Revised UST Guidelines

14. The following is provided in response to the request for additional information set forth in Paragraph D.1 of the Revised UST Guidelines:

- a. **Question:** Did Kirkland agree to any variations from, or alternatives to, Kirkland's standard billing arrangements for this engagement?

Answer: No. Kirkland and the Debtors have not agreed to any variations from, or alternatives to, Kirkland's standard billing arrangements for this engagement. The rate structure provided by Kirkland is appropriate and is not significantly different from (a) the rates that Kirkland charges for other non-bankruptcy representations or (b) the rates of other comparably skilled professionals.

- b. **Question:** Do any of the Kirkland professionals in this engagement vary their rate based on the geographic location of the Debtor's chapter 11 case?

Answer: No. The hourly rates used by Kirkland in representing the Debtors do not vary based on the geographic location of the Debtors' chapter 11 cases.

- c. **Question:** If Kirkland has represented the Debtor in the 12 months prepetition, disclose Kirkland's billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If Kirkland's billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: Kirkland's current hourly rates for services rendered on behalf of the Debtors range as follows: ⁵

Billing Category	U.S. Range
Partners	\$1,295-\$2,675
Of Counsel	\$875-\$2,245
Associates	\$785 - \$1,625
Paraprofessionals	\$355 - \$705

Kirkland represented the Debtors during the twelve-month period before the Petition Date in the Debtors' arbitration appeal. Per the terms of the Arbitration Appeal Engagement Letter, Kirkland and the Debtors agreed to a fee arrangement by which Kirkland's fee was fully contingent on the outcome of

⁵ While the rate ranges provided for in this Application may change if an individual leaves or joins Kirkland, and if any such individual's billing rate falls outside the ranges disclosed above, Kirkland does not intend to update the ranges for such circumstances.

the arbitration award appeal and Kirkland agreed to share compensation with co-counsel. Pursuant to the terms of the Liability Management Engagement Letter, Kirkland also represented the Debtors during the twelve-month period before the Petition Date in connection with liability management, using the hourly rates listed below:

Billing Category	U.S. Range
Partners	\$1,195-\$2,465
Of Counsel	\$820-\$2,245
Associates	\$745-\$1,495
Paraprofessionals	\$325-\$625

- d. **Question:** Have the Debtors approved Kirkland's budget and staffing plan, and, if so, for what budget period?

Answer: Yes. Pursuant to the Interim DIP Order,⁶ the Debtors must furnish the DIP Lenders (as defined in the Interim DIP Order) with a weekly budget report and variance report, which include detail regarding the fees and expenses incurred in these chapter 11 cases by professionals proposed to be retained by the Debtors.

No Adverse Interest

15. In connection with its proposed retention by the Debtors in this case, Kirkland undertook to determine whether it had any conflicts or other relationships that might cause it to hold or represent an interest adverse to the Debtors on the matter on which Kirkland is seeking to be employed. Specifically, Kirkland obtained from the Debtors and their representatives the names of individuals and entities that may be parties in interest in these chapter 11 cases (the "Potential Parties in Interest") and such parties are listed on **Schedule 1** hereto. Kirkland has searched on its electronic database for its connections to the entities listed on **Schedule 1** hereto.

16. Kirkland and certain of its partners and associates may have in the past represented, may currently represent, and likely in the future will represent, entities that may be parties in

⁶ "Interim DIP Order" means the *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* [Docket No. 69].

interest in these chapter 11 cases in connection with matters unrelated (except as otherwise disclosed herein) to the Debtors and these chapter 11 cases. Kirkland has searched on its electronic database for its connection to the entities listed on **Schedule 1** attached hereto. The information listed on **Schedule 1** may have changed without our knowledge and may change during the pendency of these chapter 11 cases. Accordingly, Kirkland will update this Declaration as necessary and when Kirkland becomes aware of additional material information. The following is a list of the categories that Kirkland has searched:

<u>Schedule</u>	<u>Category</u>
1(a)	Debtors;
1(b)	Directors and Officers;
1(c)	Banks;
1(d)	Consultants;
1(e)	Contract Counterparties;
1(f)	Employees (Current);
1(g)	Employees (Former);
1(h)	Equity Holders;
1(i)	Guilds;
1(j)	Insurance Carriers;
1(k)	Lessors;
1(l)	Lienholders;
1(m)	Litigation Counterparties;
1(n)	Miscellaneous;
1(o)	Non-Debtor Affiliates;
1(p)	Potential Purchasers;
1(q)	Professionals;
1(r)	Studios;
1(s)	Taxing Authorities;
1(t)	United States Trustee and Court Contacts for the District of Delaware;
1(u)	Utility Providers; and
1(v)	Vendors

17. To the best of my knowledge, (a) Kirkland does not represent or hold any interest adverse to the Debtors or to their estates with respect to the matters upon which it is seeking to be retained as special litigation counsel as required by section 327(e) of the Bankruptcy Code, and

(b) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in this Declaration.

18. Listed on **Schedule 2** to this Declaration are the results of Kirkland's conflicts searches of the above-listed entities.⁷ For the avoidance of doubt, Kirkland will not commence a cause of action in these chapter 11 cases against the entities listed on **Schedule 2** that are current clients of Kirkland (including entities listed below under the "Specific Disclosures" section of this Declaration) unless Kirkland has an applicable waiver on file or first receives a waiver from such entity allowing Kirkland to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity and it is necessary for the Debtors to commence an action against that entity, the Debtors will be represented in such particular matter by conflicts counsel.

19. Kirkland's conflicts search of the parties in interest listed on **Schedule 1** (that Kirkland was able to locate using its reasonable efforts) reveals, to the best of my knowledge, that those Kirkland attorneys and paraprofessionals who previously worked at other law firms that represented such entities in these chapter 11 cases have not worked on matters relating to the Debtors' restructuring efforts while at Kirkland, except as set forth herein.

20. Based on the conflicts search conducted to date and described herein, and except as set forth herein, to the best of my knowledge, neither I, Kirkland, nor any partner or associate thereof, insofar as I have been able to ascertain, have any connection with the Debtors, their

⁷ As referenced in **Schedule 2**, the term "current client" means an entity listed as a client in Kirkland's conflicts search system to whom time was posted in the 12 months preceding the Petition Date. As referenced in **Schedule 2**, the term "former client" means an entity listed as a client in Kirkland's conflicts search system to whom time was posted between 12 and 36 months preceding the Petition Date. As referenced in **Schedule 2**, the term "closed client" means an entity listed as a client in Kirkland's conflicts search system to whom time was posted in the 36 months preceding the Petition Date, but for which the client representation has been closed. Whether an actual client relationship exists can only be determined by reference to the documents governing Kirkland's representation rather than its potential listing in Kirkland's conflicts search system. The list generated from Kirkland's conflicts search system is over-inclusive. As a general matter, Kirkland discloses connections with "former clients" or "closed clients" for whom time was posted in the last 36 months, but does not disclose connections if time was billed more than 36 months before the Petition Date.

creditors, or any other parties in interest, their respective attorneys and accountants, the United States Trustee for the District of Delaware (the “U.S. Trustee”), any person employed by the U.S. Trustee, or any Bankruptcy Judge currently serving on the United States Bankruptcy Court for the District of Delaware, except as disclosed or otherwise described herein.

21. Kirkland will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Kirkland will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

22. Generally, it is Kirkland’s policy to disclose entities in the capacity that they first appear in a conflicts search. For example, if an entity already has been disclosed in this Declaration in one capacity (*e.g.*, a utility provider), and the entity appears in a subsequent conflicts search in a different capacity (*e.g.*, a vendor), Kirkland does not disclose the same entity again in supplemental declarations, unless the circumstances are such in the latter capacity that additional disclosure is required.

23. From time to time, Kirkland has referred work to other professionals to be retained in these chapter 11 cases. Likewise, certain such professionals have referred work to Kirkland.

24. Certain insurance companies pay the legal bills of Kirkland clients. Some of these insurance companies may be involved in these chapter 11 cases. None of these insurance companies, however, are Kirkland clients as a result of the fact that they pay legal fees on behalf of Kirkland clients.

Specific Disclosures

25. As specifically set forth below and in the attached exhibits, Kirkland represents certain of the Debtors’ creditors, equity holders, or other entities that may be parties in interest in

ongoing matters unrelated to the Debtors and these chapter 11 cases. None of the representations described herein are materially adverse to the interests of the Debtors' estates on matters in which Kirkland will represent the Debtors during the pendency of these chapter 11 cases.

A. Connections to Holders of Equity Interests in the Debtors.

26. As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, Vine Investment Advisors, L.P. ("Vine") and Ontario Teachers' Pension Plan Board ("Ontario Teachers' Pension") on a variety of matters. Vine is the general partner of certain funds that own approximately 69% of the equity interests in Debtor Village Roadshow Entertainment Group (BVI) Limited, and Ontario Teachers' Pension is the parent company of 1397225 Ontario Limited that owns approximately 15% of the equity interests in Debtor Village Roadshow Entertainment Group (BVI) Limited. Kirkland has not represented, and will not represent, Vine or Ontario Teachers' Pension adverse to the Debtors or the Debtors' estates on matters in which Kirkland will represent the Debtors during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of Vine or Ontario Teachers' Pension precludes Kirkland from meeting the standard under section 327(e) of the Bankruptcy Code.

B. Connections to Officers and Directors.

27. As disclosed on Schedule 2, Kirkland currently represents, and in the past represented, certain affiliates, subsidiaries and entities associated with the Debtors' current officers and directors. I do not believe that Kirkland's current or prior representation of the affiliates, subsidiaries, and entities associated with certain officers and directors precludes Kirkland from meeting the standard under section 327(e) of the Bankruptcy Code.

28. Harvey Tepner, a director of the Debtors, has served, or may serve from time to time, in various management and/or director capacities of certain Kirkland clients or affiliates

thereof. Kirkland has not, and will not represent, such clients adverse to the Debtors or the Debtors' estates on matters in which Kirkland will represent the Debtors during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of clients for which Harvey Tepner serve(d) in management or/or director capacities precludes Kirkland from meeting the standard under section 327(e) of the Bankruptcy Code.

C. Connections to Warner Bros. Discovery, Inc.

29. As disclosed on Schedule 2, Kirkland currently represents Warner Bros. Discovery Inc. ("WB Discovery"), an affiliate of the Debtors' litigation counterparties, in a matter unrelated to the Debtors or these chapter 11 cases. Warner Bros. Entertainment, Inc. and WAV Distribution, LLC are affiliates of WB Discovery, and are the petitioners in the prepetition arbitration and hold contingent, unliquidated, and disputed claims against certain of the Debtors. Kirkland has an advance waiver from WB Discovery authorizing Kirkland to engage in representations adverse to WB Discovery in matters that are not substantially related to those for which WB Discovery specifically retained Kirkland. Kirkland has not represented, and will not represent, WB Discovery adverse to the Debtors or the Debtors' estates on the matters in which Kirkland will represent the Debtors during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of WB Discovery precludes Kirkland from meeting the standard under section 327(e) of the Bankruptcy Code.

D. Other Chapter 11 Professionals.

30. As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, certain affiliates, subsidiaries, and entities associated with various professionals that the Debtors seek to retain in connection with these chapter 11 cases. Kirkland has not represented, and will not represent, any such professionals adverse to the Debtors or the Debtors' estates on

matters in which Kirkland will represent the Debtors during the pendency of these chapter 11 cases.

31. On March 18, 2025, the Court approved Kurtzman Carson Consultants, LLC b/d/a Verita Global (“Verita”) as the Debtors’ notice and claims agent.⁸ Kirkland has represented Verita on a variety of matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not, and will not represent, Verita adverse to the Debtors or the Debtors’ estates on matters in which Kirkland will represent the Debtors during the pendency of these chapter 11 cases. I do not believe that Kirkland’s current or prior representation of Verita precludes Kirkland from meeting the standard under section 327(e) of the Bankruptcy Code

E. Connections to Other Entities.

32. As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented certain of the Debtors’ insurers and/or certain of their affiliates (collectively, the “Insurers”), contract counterparties and/or certain of their affiliates (the “Contract Counterparties”), vendors and/or certain of their affiliates (the “Vendors”), and utility providers and/or certain of their affiliates (the “Utility Providers”) on a variety of matters. Kirkland has not represented, and will not represent, the Insurers, the Contract Counterparties, the Vendors, or the Utility Providers adverse to the Debtors or the Debtors’ estates on the matters in which Kirkland will represent the Debtors during the pendency of these chapter 11 cases. I do not believe that Kirkland’s current or prior representation of the Insurers, the Contract Counterparties, the Vendors, or the Utility Providers precludes Kirkland from meeting the standard under section 327(e) of the Bankruptcy Code.

⁸ See Order (I) Approving the Retention and Appointment of Kurtzman Carson Consultants, LLC dba Verita Global, as the Claims and Noticing Agent to the Debtors, Effective as of the Petition Date, and (II) Granting Related Relief [Docket No. 61].

33. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented certain affiliates of The Goldman Sachs Group, Inc. (“Goldman Sachs”). Goldman Sachs was engaged by the Debtors prior to the Petition Date to market the Debtors’ assets in an out-of-court transaction. Kirkland has not represented, and will not represent, Goldman Sachs adverse to the Debtors or the Debtors’ estates on the matters in which Kirkland will represent the Debtors during the pendency of these chapter 11 cases. I do not believe that Kirkland’s current or prior representation of Goldman Sachs precludes Kirkland from meeting the standard under section 327(e) of the Bankruptcy Code.

F. Kirkland Attorney and Employee Investments.

34. From time to time, Kirkland partners, of counsel, associates, and employees personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds, and other types of investment funds (the “Investment Funds”), through which such individuals indirectly acquire an interest in debt or equity securities of many companies, one of which may be one of the Debtors, their creditors, or other parties in interest in these chapter 11 cases, often without Kirkland’s knowledge. Each Kirkland person generally owns substantially less than one percent of such Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund’s decision to buy, sell, or vote any particular security. The Investment Fund is generally operated as a blind pool, meaning that when the Kirkland persons make an investment in the Investment Fund, he, she, or they do not know what securities the blind pool Investment Fund will purchase or sell, and have no control over such purchases or sales.

35. From time-to-time Kirkland and/or one or more Kirkland partners and of counsel voluntarily choose to form an entity (a “Passive-Intermediary Entity”) to invest in one or more

Investment Funds or directly or indirectly in the debt or equity securities of one or more companies. Such Passive-Intermediary Entity is composed only of Kirkland and/or persons who were Kirkland partners and of counsel at the time of the Passive-Intermediary Entity's formation (although some may later become former Kirkland partners and of counsel). Participation in such a Passive-Intermediary Entity is wholly voluntary and only a portion of Kirkland's partners and of counsel choose to participate. The Passive Intermediary Entity generally owns substantially less than one percent of any such Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund's decision to buy, sell, or vote any particular security. Each Investment Fund in which a Passive-Intermediary Entity invests is generally operated as a blind pool, so that the Passive Intermediary Entity does not know what securities the blind pool Investment Funds will purchase or sell, and has no control over such purchases or sales. And, indeed, the Passive Intermediary Entity often arranges for statements and communications from certain Investment Funds to be sent solely to a blind administrator who edits out all information regarding the identity of the Investment Fund's underlying investments, so that the Passive Intermediary Entity does not learn (even after the fact) the identity of the securities purchased, sold, or held by the Investment Fund. To the extent the Passive-Intermediary Entity is or becomes aware of the identity of the securities purchased, sold, or held by the Investment Funds ("Known Holdings"), such Known Holdings are submitted to Kirkland's conflict checking system.

36. From time to time, Kirkland partners, of counsel, associates, and employees personally directly acquire a debt or equity security of a company which may be (or become) one of the Debtors, their creditors, or other parties in interest in these chapter 11 cases. Kirkland has a long-standing policy prohibiting attorneys and employees from using confidential information that may come to their attention in the course of their work, so that all Kirkland attorneys and

employees are barred from trading in securities with respect to which they possess confidential information.

G. Other Disclosures.

37. The spouse of Kirkland partner Helen E. Witt, P.C. is a managing director of JPMorgan Chase & Co. JP Morgan Chase Bank, N.A. and certain of its affiliates are among the Debtors' lienholders. Out of an abundance of caution, Kirkland has instituted formal screening measures to screen Ms. Witt from all aspects of Kirkland's representation of the Debtors.

38. Under Kirkland's screening procedures, Kirkland's conflicts department distributes a memorandum to all Kirkland attorneys and legal assistants directing them as follows: (a) not to discuss any aspects of Kirkland's representation of the Debtors with the screened Kirkland attorneys; (b) to conduct meetings, phone conferences, and other communications regarding Kirkland's representation of the Debtors in a manner that avoids contact with the screened Kirkland attorneys; (c) to take all measures necessary or appropriate to prevent access by the screened Kirkland attorneys to the files or other information related to Kirkland's representation of the Debtors; and (d) to avoid contact between the screened Kirkland attorneys and all Kirkland personnel working on the representation of the Debtors unless there is a clear understanding that there will be no discussion of any aspects of Kirkland's representation of the Debtors. Furthermore, Kirkland already has implemented procedures to block the screened Kirkland attorney from accessing files and documents related to the Debtors that are stored in Kirkland's electronic document managing system.

Affirmative Statement

39. Based on the conflicts search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (a) Kirkland does not hold or represent

an interest adverse to the Debtors or the Debtors' estates with respect to the matters on which it is seeking to be employed and (b) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed herein.

[Remainder of Page Intentionally Left Blank]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: April 10, 2025

/s/ Chad J. Husnick

Chad J. Husnick
as President of Chad J. Husnick, P.C., as Partner
of Kirkland & Ellis LLP; and as Partner of
Kirkland & Ellis International LLP.

Schedule 1

The following lists contain the names of reviewed entities as described more fully in the *Declaration of Chad J. Husnick in Support of the Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Special Litigation Counsel for the Debtors Effective as of March 17, 2025* (the "Husnick Declaration").¹ Where the names of the entities reviewed are incomplete or ambiguous, the scope of the search was intentionally broad and inclusive, and Kirkland & Ellis LLP and Kirkland & Ellis International LLP reviewed each entity in its records, as more fully described in the Husnick Declaration, matching the incomplete or ambiguous name.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Husnick Declaration.

SCHEDULE 1

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	Debtors
1(b)	Directors and Officers
1(c)	Banks
1(d)	Consultants
1(e)	Contract Counterparties
1(f)	Employees (Current)
1(g)	Employees (Former)
1(h)	Equity Holders
1(i)	Guilds
1(j)	Insurance Carriers
1(k)	Lessors
1(l)	Lienholders
1(m)	Litigation Counterparties
1(n)	Miscellaneous
1(o)	Non-Debtor Affiliates
1(p)	Potential Purchasers
1(q)	Professionals
1(r)	Studios
1(s)	Taxing Authorities
1(t)	United States Trustee and Court Contacts for the District of Delaware
1(u)	Utility Providers
1(v)	Vendors

SCHEDULE 1(a)

Debtors

Crescent Film Holdings Ltd.
Village Roadshow Distribution (BVI) Ltd.
Village Roadshow Distribution Pty. Ltd.
Village Roadshow Distribution UK Ltd.
Village Roadshow Distribution USA Inc.
Village Roadshow Entertainment Group (BVI) Ltd.
Village Roadshow Entertainment Group Asia Ltd.
Village Roadshow Entertainment Group USA Inc.
Village Roadshow Film Administration Management Pty. Ltd.
Village Roadshow Films (BVI) Ltd.
Village Roadshow Films Global Inc.
Village Roadshow Films North America Inc.
Village Roadshow Holdings USA Inc.
Village Roadshow Pictures Entertainment Inc.
Village Roadshow Pictures North America Inc.
Village Roadshow Productions (BVI) Ltd.
Village Roadshow Productions Inc.
Village Roadshow VS Films LLC
VR DTE Distribution USA Inc.
VR DTE Productions Ltd.
VR Films Holdings (BVI) Ltd.
VR Funding LLC
VR Zoo Distribution USA Inc.
VR Zoo Productions Ltd.
VREG Films Ltd.
VREG Funding LLC
VREG IP Global LLC
VREG J2 Global LLC
VREG MM2 IP Global LLC
VREG OP Global LLC
VREG Production Services Inc.
VREG Television Inc.
VREG Wonka IP Global LLC
VREG WW IP Global LLC

SCHEDULE 1(b)

Directors and Officers

Abadi, Carlos Andres
Berg, Kevin
Bradley, Ruth
Francis, Ted
Messum, Nicholas
Moore, James Patrick
Nankivell, Peter
Norman, Christina
Rhodes, Adam
Santor, Louis
Sienna, Lee
Tepner, Harvey
Truitt, Edward
White, Matthew

SCHEDULE 1(c)

Banks

Australia & New Zealand Banking Group Ltd.
City National Bank

SCHEDULE 1(d)

Consultants

Belle, Amelia
Berger, Todd
Brack, Oliver
Frank N. Magid Associates Inc.
Gilbert, Brian
Manwiller, Debra

SCHEDULE 1(e)

Contract Counterparties

78 Home Inc.	Hansen, Jacobson, Teller, Hoberman,
Aaron Priest Literary Agency	Newman, Warren, Richman, Rush,
Adams, Nicholas	Kaller, Gellman, Meigs & Fox LLC
Aftershock Comics LLC	Harbert, Lindsay
Agberg Ltd.	Harper, Lana
Ailemen, Pius	Hart Properties Inc.
An MLR Original Inc.	Hart, Jacob V.
Baccaro, Daniel	Hart, James V.
Baccaro, Renato	Hart, Rob
Balu, Raj	HG Literary
Barrett Brothers Entertainment LLC	Hoffman, Bill
Barstool Sports Inc.	Hollander, David
Bento Rights LLC	Hub Australia Pty Ltd.
Billings Luhrs, Lauren	Ink Fish Ltd.
Blackbird Films	Janklow & Nesbit Associates
BPM Associates LLC	Kaleko, Jason
Casanova, Hector	Katzner Pictures Inc.
Circle of Confusion Ltd.	Kelly, Kevin
CJ ENM Co. Ltd.	Kleinberg Lange Cuddy & Carlo LLP
Clark & Palattella LLC	Klune, Travis
Columbus Rose Ltd.	Kubier Entertainment Inc.
Cook, Sean	Law Office of Renee Farrell, The
Cullari, Chris	Levin, Jonathan
Cunnane, Patrick	Light Work Content Inc.
Darkling Entertainment Inc.	Loving, Jerome
December Films Inc.	LSE International IV LLC
Diop, Mati	Lupi, Roman
Dixon, Julie B.	Macrosoft Media Ltd.
Drew Detweiler, Lily	Majordomo Media
Edlund, Richard	McKuin Frankel Whitehead LLP
Elkins Law PC	MediaBrat Productions Inc.
EuropaCorp	Milton, Kendall
Everheart Productions Inc.	Minor Demons Inc.
Foster, Nick	Missing Linc Corp.
Fourward Inc.	Murphy, Elaine
Freeman, Mike	Myman Greenspan Fineman Fox Rosenberg & Light
Gilmartin, Jane	Nateras, Jose
Gochman Law Group PC	Neveldine, Mark
Golby, Joel	Paul Hastings LLP
Grand Central Publishing	Pedialaw LLC
Grossman, David	Penguin Random House LLC

Petty, J.T.
Pocono Pictures
Principal Communications Group Inc.
Principle Communications Group LLC
Raite, Jennifer
Richard Edlund Films Inc.
Rolling Stone LLC
Royal Street Holdings Inc.
Sadamantium Inc.
Sammy Mo Inc.
Sample, Peter
Sanderson, Derek
SawSee Films Inc.
Say When Productions
Schoenfeld, Bruce
Serendipity Point Films Inc.
Seven Seas Films Ltd.
Seymour, Peter
Shlesinger, Iliza
Signpost Up Ahead Inc.
Silverberg, Robert
Sipe, Harold
Skylight Films LLC
Sloss Eckhouse Dasti Haynes LawCo LLP
Sony Pictures Television Inc.
Stately Plump Buck Mulligan LLC
Story Paradox Corp.
Sy, Kalista
Texas Monthly LLC
Three River Entertainment Inc.
United Talent Agency LLC
Upper Press LLC
Venstra, Christina
Vine Entertainment International Corp.
Vine Entertainment LP
Vine Eton Library Co. LP
Vine Gaylord Co. LP
Vine LSE International IV LLC
Vine LSE IV LP
Vine Manchester Library Co. LP
Vine Rysher Co. LP
VMAC Productions Inc.
Wa Ngugi, Mukoma
Weiss, Murray
Westside Stories LLC
Wicker Room Inc., The

Williams, Stefanie
Xerox Financial Services LLC
Yo Productions LLC

SCHEDULE 1(f)

Employees (Current)

Berg, Kevin
Chandrabhasan, Dilani
Gruba, Veronica
Santor, Louis
Setiono, Marsha
Shaw, Lauren
Spadavecchia, Rosemarie
Spike, Jesse
Taylor, Glenn
Taylor, Joy
Taylor, Teronna

SCHEDULE 1(g)

Employees (Former)

Abbott, Marley L.
Apfelbaum, Jillian A.
Bailey, Dante
Bradley, Jacob
Buckley, Jason K.
Citron, Gavin J.
Corzo, Robert
Cuzzupoli, Elizabeth Gale
Evans, Chase
Feliciano, Charlene M.
Feliciano, Roland
Franchi, Zola Anisceta
Gibbon, Jackson G.
Gordon, Nicolas J.
Greenwood, Bryan R.
Hennessey, Brianna
Highman, Alice Shoshana
Howerton, Shan
Jackson, Daron D.
Jaffe, Alix
Jashni, Jake
Johnson, Arianna G.
Kane, Dylan
Lanier, Cory
Lechner, Michael J.
Linowes, Michael J.
MacKay, Anne H.
Marchione, Laura Elizabeth Lynch
McHugh, Caitlyn
Meeks Kelso
Mosko, Stephen M.
Muxlow, Macy
Norman-Hunt, Asha
Obergfoll, Ethan
Paul, Jesse J.
Pendo, Jeffrey M.
Perry, Shannon Hawes
Ricardo, Christine L.
Rice, Ara Joseph
Robbins, Jake L.
Samman, Isabella Salma
Schiro, Eamon Frank Anthony

Schlessel, Peter H.
Scurlark, Gabrielle A.
Sesar, Chloe Rose
Sharkey, Jordan Leigh
Silbert-Geiger, Amelia Amy Belle
Stack, Murphy
Steele, Christina C.
Tehrani, Keyon E.
Tuckfield, Tristen A.
Wafer, Ameer

SCHEDULE 1(h)

Equity Holders

1397225 Ontario Ltd.
Falcon Strategic Partners IV LP
Village Roadshow Ltd.
Village Roadshow Pictures International Pty. Ltd.
Vine Media Opportunities - Fund III LP
Vine Media Opportunities - Fund III-A LP
Vine Media Opportunities - Fund III-B LP
Vine Westcon SPV LP

SCHEDULE 1(i)

Guilds

Directors Guild of America
Motion Picture Association Inc.
SAG-AFTRA
Writers Guild of America East Inc.
Writers Guild of America USA
Writers Guild of America West Inc.

SCHEDULE 1(j)

Insurance Carriers

Accredited Insurance (Europe) Ltd.
ACE American Insurance Co.
Alliant Insurance Services Inc.
Arch Specialty Insurance Co.
Arthur J. Gallagher Risk Management
Services LLC
Ascot Specialty Insurance Co.
Atlantic Specialty Insurance Co.
AXA XL
Berkshire Hathaway Specialty Insurance Co.
Chubb Group of Insurance Cos.
Chubb International Advantage
Coalition Insurance Inc.
Coalition Insurance Solutions Inc.
Convex North American Insurance Services
Inc.
Federal Insurance Co.
Firemans Fund Indemnity Corp.
Fortegra Specialty Insurance Co.
Howden
Intact Insurance Entertainment
Intact Insurance Group USA LLC
Intact Specialty Entertainment
Lloyd's of London
Lloyd's Syndicate
National Fire & Marine Insurance Co.
OBI National Insurance Co.
QBE Insurance Corp.
Rising Edge Ltd.
Risk Placement Services Insurance
Underwriters at Lloyds London
Victor Insurance Exchange
XL Professional Insurance
XL Specialty Insurance Co.

SCHEDULE 1(k)

Lessors

10100 Santa Monica Inc.

Allen Matkins Leck Gamble Mallory & Natsis LLP

Xerox Financial Services LLC

SCHEDULE 1(l)

Lienholders

Columbia Pictures Industries Inc.
Cooperatieve Rabobank UA
Cortland Capital Market Services LLC
JPMorgan Chase Bank NA
Loompala Pictures LLC
Magnum Films SPC
US Bank NA
Wilmington Savings Fund Society FSB

SCHEDULE 1(m)

Litigation Counterparties

Warner Bros. Entertainment Inc.
Warner Bros. Production Ltd.
WAV Distribution LLC

SCHEDULE 1(n)

Miscellaneous

A.N. Pane
Abso Lutely Productions Inc.
Alcon Entertainment
Alternate Side Productions LLC
Case, Chris
Content Cartel LLC
Dixon Cox Production Inc.
Easttree Media Ltd.
EP Abso LLC
Gursey Schneider LLP
Happy Madison TV Inc.
McGuffin Entertainment Media Inc.
Moonshot Entertainment Inc.
Pliakas, Roger, Esq.
Three River Entertainment Inc.

SCHEDULE 1(o)

Non-Debtor Affiliates

DTE Film Partners LP
DTE Films LLC
Humanoids Holding
Zoo Film Partners LP
Zoo Films LLC

SCHEDULE 1(p)

Potential Purchasers

Content Partners LLC
CP Ventura LLC

SCHEDULE 1(q)

Professionals

Accordion Partners LLC
Barnes & Thornburg LLP
Goldman Sachs Group Inc., The
Kurtzman Carson Consultants LLC
Latham & Watkins LLP
Maples & Calder LLP
Milbank LLP
Morrison & Foerster LLP
O'Melveny & Myers LLP
Paul Hastings LLP
Seward & Kissel LLP
Sheppard, Mullin, Richter & Hampton LLP
Solic Capital AdvisorsLLC
Thomson Geer
Virtu Global Advisors LLC
Young Conaway Stargatt & Taylor LLP

SCHEDULE 1(r)

Studios

Amazon MGM Studios

Netflix Inc.

New Regency Entertainment

Paramount Pictures Corp.

Sony Pictures Entertainment Inc.

Universal Pictures

Walt Disney Studios, The

Warner Bros. Entertainment Inc.

SCHEDULE 1(s)

Taxing Authorities

Australia, Government of the, Taxation Office
British Virgin Islands, Government of the, Financial Services Commission
British Virgin Islands, Government of the, Inland Revenue Department
California, State of, Board of Equalization
California, State of, Department of Tax and Fee Administration
California, State of, Franchise Tax Board
Delaware, State of, Division of Revenue
HM Revenue and Customs
Los Angeles, City of (CA), Office of Finance
Los Angeles, County of (CA), Tax Collector
United States, Government of the, Internal Revenue Service

SCHEDULE 1(t)

United States Trustee and Court Contacts for the District of Delaware

Attix, Lauren	Stickles, J. Kate
Barksdale, Nickita	Subda, Paula
Bates, Malcolm M.	Thomas, Elizabeth
Batts, Cacia	Walker, Jill
Bello, Rachel	Walrath, Mary F.
Brady, Claire	Washington, Nikki
Capp, Laurie	Wynn, Dion
Casey, Linda	Yeager, Demitra
Cudia, Joseph	
Dice, Holly	
Dorsey, John T.	
Dortch, Shakima L	
Fox, Timothy J., Jr	
Gadson, Danielle	
Giordano, Diane	
Girello, Michael	
Goldblatt, Craig T	
Green, Christine	
Hackman, Benjamin	
Haney, Laura	
Horan, Thomas M.	
Hrycak, Amanda	
Hurt, Xavier	
Johnson, Lora	
Jones, Nyanquoi	
Konde, Hawa	
Leamy, Jane	
Lipshie, Jonathan	
Lopez, Marquietta	
Lugano, Al	
McCollum, Hannah M.	
McMahon, Joseph	
Nyaku, Jonathan	
O'Boyle, Una	
O'Malley, James R.	
Owens, Karen B.	
Richenderfer, Linda	
Schepacarter, Richard	
Selber Silberstein, Laurie	
Serrano, Edith A.	
Shannon, Brendan L.	
Sierra-Fox, Rosa	

SCHEDULE 1(u)

Utility Providers

AT&T Mobility
Cogent Communications Inc.
Cogent Communications LLC
Diverge IT Inc.
Mitel
Mitel Cloud Services Inc.
Mitel Deutschland GmbH
Mitel France SAS
Mitel Networks Ltd.
RingCentral Inc.

SCHEDULE 1(v)

Vendors

Active Wellness LLC
American Express Co.
Ansarada Group Ltd.
CT Corp.
Dropbox Inc.
Eisner LLP
Excel
Federal Express Corp.
GoDaddy Operating Co. LLC
Green Hasson & Janks LLP
Harneys Corporate Services Ltd.
Iron Mountain Inc.
LoopUp Group Ltd.
Magnolia Pictures LLC
Marlin Lease Corp.
Mickey Hargitay Plants
Motion Picture Association Inc.
PWGA Pension Fund
Sparkletts
Studio System
Taylor, Christopher W.
Vistra (BVI) Ltd.
WGA Health Fund Contribution

Schedule 2

Current Representation

SCHEDULE 2

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
1397225 Ontario Ltd.	Ontario Teachers' Pension Plan Ontario Teachers' Pension Plan Board	Current Current
Accordion Partners LLC	Motive Capital Management LLC	Current
Amazon MGM Studios	Zoox Labs, Inc.	Current
Ansarada Group Ltd.	CapVest Fund V CapVest General Partner IV Sarl CapVest Partners LLP Christopher J. Campbell Datasite	Current Closed Current Current Current
Arthur J. Gallagher Risk Management Services LLC	Arthur J. Gallagher & Co.	Current
Risk Placement Services Insurance	Gallagher Risk and Reward Limited	Current
Ascot Specialty Insurance Co.	Canada Pension Plan Investment Board CPP Investment Board CPP Investment Board Europe SARL CPPIB Asia Inc. CPPIB Canada Inc. CPPIB Credit Investments Inc.	Current Current Current Current Closed Closed
AT&T Mobility	AT&T Billing Southeast, LLC AT&T Billing Southwest, LLC AT&T Communications of Indiana, Inc. AT&T Communications of Indiana, LLC AT&T Communications of New York Inc. AT&T Communications of Texas, LLC AT&T Communications of Virginia, LLC AT&T Comunicaciones Digitales, S. de R.L. de C.V. AT&T Corp. AT&T Datacomm Holdings, LLC AT&T DataComm, L.P. AT&T Enterprises LLC	Current Current Current Current Current Current Current Current Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	AT&T Global Communications Services Inc.	Current
	AT&T Inc.	Current
	AT&T Investment Fund IV, LLC	Current
	AT&T Investment Fund V, LLC	Current
	AT&T Investment Fund VI, LLC	Current
	AT&T Investment Operations I, LLC	Current
	AT&T Investment Operations II, LLC	Current
	AT&T Management Services, LLC	Current
	AT&T Mobility II LLC	Current
	AT&T Mobility LLC	Current
	AT&T MVPD Group Holdings, LLC	Current
	AT&T Network Supply, LLC	Current
	AT&T of Puerto Rico, Inc.	Current
	AT&T of the Virgin Islands, Inc.	Current
	AT&T Services, Inc.	Current
	AT&T Southeast Supply, LLC	Current
	AT&T Southwest Supply, LLC	Current
	AT&T Supply I, LLC	Current
	AT&T Technical Services Company, Inc.	Current
	AT&T Teleholdings Inc.	Current
	AT&T West Supply, LLC	Current
AXA XL	AllianceBernstein L.P.	Closed
XL Professional Insurance	AXA European Infrastructure Fund SA	Closed
XL Specialty Insurance Co.	AXA IM Prime	Current
	AXA Real Estate Investment Managers UK Ltd.	Current
	AXA REIM SGP	Current
	AXA REIM SGP on behalf of AXA Avenir Infrastructure	Closed
	AXA SA	Current
	XL Global Services, Inc.	Current
Berkshire Hathaway Specialty Insurance Co.	Berkshire Hathaway Inc.	Current
National Fire & Marine Insurance Co.	BHE Renewables LLC	Current
	BHER Power Resources Inc.	Current
	BNSF Railway	Former

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	HomeServices of America, Inc. PPW Holdings LLC The Lubrizol Corp.	Current Current Closed
Chubb Group of Insurance Cos. Chubb International Advantage	Chubb Bermuda Insurance Ltd.	Closed
City National Bank	BlueBay Asset Management Services Ltd. RBC Capital Markets Corporation RBC Wealth Management	Current Current Current
Columbia Pictures Industries Inc. Sony Pictures Entertainment Inc. Sony Pictures Television Inc.	Sony Computer Entertainment, Inc. Sony Corp. Sony Corp. of America Sony Creative Software Inc. Sony Electronics, Inc. Sony Interactive Entertainment America LLC Sony Interactive Entertainment, Inc. Sony Pictures Home Entertainment Inc.	Current Closed Closed Closed Closed Closed Closed Closed
Cortland Capital Market Services LLC	Alter Domus Luxembourg SARL	Closed
Excel	Sodexo S.A.	Current
Falcon Strategic Partners IV LP	ONCAP Management Onex Corporation Onex Partners Manager LP	Current Current Current
Firemans Fund Indemnity Corp.	Pacific Investment Management Co. LLC	Current
Goldman Sachs Group Inc., The	Goldman Sachs Goldman Sachs (Asia) LLC Goldman Sachs 7 (JDHQ Holdings LP) Goldman Sachs Asset Management International Goldman Sachs Group Inc., The Goldman Sachs International Bank Goldman Sachs International Ltd. Goldman Sachs Trust Company, N.A.	Current Current Current Current Current Closed Current Former
JPMorgan Chase Bank NA	Andrew Cohen	Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Highbridge Capital Management, LLC J.P. Morgan Asset Management J.P. Morgan Investment Management Inc. J.P. Morgan Securities Asia Pacific Limited J.P. Morgan Securities LLC J.P. Morgan Securities plc JPMorgan Asset Management (Europe) SARL JPMorgan Asset Management (UK) Ltd. JPMorgan Chase Bank, N.A. JPMorgan Funds Limited JPMorgan Infrastructure Investments Fund JPMorgan Investment Management Inc. - Global Special Situations JPMorgan Investment Management Inc. - Infrastructure Investment Group	Current Closed Current Closed Current Current Current Current Current Current Former Current Current
Kurtzman Carson Consultants LLC	GCP Capital Partners LLC GCP Management (2015) Ltd. GCP SecureSpace Development Partners LP KCC Buyer LLC KCC Intermediate LLC KCC Parent LLC KCC Topco LLC Kurtzman Carson Consultants LLC	Current Current Current Current Current Current Current Current
Latham & Watkins LLP	Robert J. Frances Robert T. Buday	Former Current
Lloyd's of London Lloyd's Syndicate	Lloyd's Underwriter Syndicate No. 1886 QBE, London, England	Current
LSE International IV LLC Vine Entertainment International Corp.	Vine Alternative Investments Group LLC Vine Alternative Investments II, LP	Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Vine Entertainment LP Vine Eton Library Co. LP Vine Gaylord Co. LP Vine LSE International IV LLC Vine LSE IV LP Vine Manchester Library Co. LP Vine Media Opportunities - Fund III LP Vine Media Opportunities - Fund III-A LP Vine Media Opportunities - Fund III-B LP Vine Rysher Co. LP Vine Westcon SPV LP	Vine Alternative Investments, LLC Vine Investment Advisors, L.P.	Current Current
Marlin Lease Corp.	HPS Investment Partners (UK) LLP HPS Investment Partners LLC Mark H. Rubenstein Scott B. Kapnick Vikas Manohar Keswani	Current Current Current Former Current
Mitel Mitel Cloud Services Inc. Mitel Deutschland GmbH Mitel France SAS Mitel Networks Ltd.	Searchlight Capital Partners LP	Current
Penguin Random House LLC	FremantleMedia North America, Inc.	Closed
QBE Insurance Corp.	QBE Specialty Insurance Co.	Current
Sparkletts	Primo Brands Corp.	Current
Studio System	Altera Infrastructure L.P. BCP IV RTP Holdings Ltd. BPR REIT Services LLC Brookfield Asset Management Brookfield Asset Management Inc. Brookfield Asset Management LLC Brookfield Business Partners LP Brookfield Infrastructure Debt Fund II LP Brookfield Private Capital (DIFC) Ltd.	Current Current Closed Current Closed Current Current Closed Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Brookfield Properties Development LLC	Closed
	Brookfield Renewable Partners LP	Closed
	Brookfield Special Investments LLC	Current
	David Kerko	Current
	David Miller	Current
	GFI Energy Group of Oaktree Capital Management	Current
	Mark Cicirelli	Former
	Oaktree Capital Management, L.P. Oaktree Strategic Credit Fund	Current Current
United States, Government of the, Internal Revenue Service	Chamber of Commerce of the United States	Closed
	Konstantina Diamantopoulos United States Department of Homeland Security	Former Current
United Talent Agency LLC	Baring Private Equity Asia Ltd.	Current
	Covanta Holding Corporation	Closed
	EMMC II S.à r.l., MMC2 (EUR Levered) Investments I S.à r.l., MMC2 (EUR Unlevered) Investments I S.à r.l.	Current
	EQT AB	Current
	EQT Exeter Holdings US Inc.	Current
	EQT Fund VII	Current
	EQT Investments Holdings LLC	Current
	EQT IX Investments SARL	Current
	EQT Partners Hong Kong Ltd.	Current
	EQT Partners Inc.	Closed
	EQT Partners UK Advisors LLP	Closed
	EQT Production HTW	Current
	Frontier Upper Tier Partnership, LLC	Current
Universal Pictures	NBC Holdings, LLC	Current
US Bank NA	MUFG Union Bank, N.A.	Current
Victor Insurance Exchange	Gallatin Point Capital LLC	Current
Vistra (BVI) Ltd.	Vistra Energy Corp.	Current
Walt Disney Studios, The	Walt Disney Company, The	Current
Warner Bros. Entertainment Inc. Warner Bros. Production Ltd.	Warner Bros. Discovery Inc.	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
WAV Distribution LLC		
Xerox Financial Services LLC	Xerox Corp.	Closed

EXHIBIT C

Maib Declaration

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

In re:

VILLAGE ROADSHOW ENTERTAINMENT
GROUP USA INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-10475 (TMH)
)
) (Jointly Administered)
)
)

**DECLARATION OF KEITH MAIB IN SUPPORT
OF DEBTORS' APPLICATION FOR ENTRY OF AN ORDER PURSUANT TO
SECTION 327(e) OF THE BANKRUPTCY CODE AUTHORIZING THE RETENTION
AND EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND & ELLIS
INTERNATIONAL LLP AS SPECIAL LITIGATION COUNSEL FOR THE DEBTORS
EFFECTIVE AS OF MARCH 17, 2025**

I, Keith Maib, Chief Restructuring Officer, of Village Roadshow Entertainment Group USA Inc., being duly sworn, state the following under penalty of perjury:

1. I am the Chief Restructuring Officer, of Village Roadshow Entertainment Group USA Inc., located at 750 N. San Vicente Blvd., Suite 800 West, West Hollywood, CA 90069.
2. I submit this declaration (this "Declaration") in support of the *Debtors' Application for Entry of an Order Pursuant to Section 327(e) of the Bankruptcy Code Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Special Litigation Counsel for the Debtors Effective as of March 17, 2025* (the "Application").² Except as otherwise noted, I have personal knowledge of the matters set forth herein.

¹ 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>.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

The Debtors' Selection of Counsel

3. The Debtors recognize that a comprehensive review process is necessary when selecting and managing special counsel to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements.

4. Here, the Debtors wish to continue to be represented by Kirkland because of Kirkland's experience representing the Debtors on a variety of matters, including the Warner Bros. claims litigation, as well as Kirkland's experience in litigation, debtors' protections, creditors' rights, and business reorganizations under chapter 11 of the Bankruptcy Code.

5. I believe that Kirkland is well qualified and able to represent the Debtors as special litigation counsel in these chapter 11 cases in an efficient and timely manner.

Rate Structure

6. In my capacity as Chief Restructuring Officer I am responsible for supervising outside counsel retained by the Debtors in the ordinary course of business. Kirkland has informed the Debtors that its rates for bankruptcy representations are comparable to the rates Kirkland charges for non-bankruptcy representations. As discussed below, I am also responsible for reviewing the statements regularly submitted by Kirkland, and can confirm that the hourly rates Kirkland charged the Debtors in the prepetition period are the same as the rates Kirkland will charge the Debtors in the postpetition period.

Cost Supervision

7. Pursuant to the Interim DIP Order,³ the Debtors must furnish the DIP Lenders (as defined in the Interim DIP Order) with a weekly budget report and variance report, which include

³ "Interim DIP Order" means the *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*

detail regarding the fees and expenses incurred in these chapter 11 cases by professionals proposed to be retained by the Debtors. As a retained professional, Kirkland's fees and expenses will be included in those reporting requirements. The Debtors recognize their responsibility to monitor closely the billing practices of their counsel to ensure the fees and expenses paid by the estate remain consistent with the Debtors' expectations and the exigencies of these chapter 11 cases. Accordingly, the Debtors will continue to review the statements that Kirkland regularly submits during these chapter 11 cases.

8. As they did prepetition, the Debtors will continue to bring discipline, predictability, client involvement, and accountability to the counsel fees and expenses reimbursement process. While every chapter 11 case is unique, these budgets will provide guidance on the periods of time involved the level of the attorneys and professionals that will work on various matters, and projections of average hourly rates for the attorneys and professionals for various matters.

[Remainder of Page Intentionally Left Blank]

Expense Status, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief [Docket No. 69].

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: April 10, 2025

Respectfully submitted,

/s/ Keith Maib

Name: Keith Maib

Title: Chief Restructuring Officer