Filed 05/16/25 Case 25-10475-TMH Doc 345 Docket #0345 Date Filed: 05/16/2025

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

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In re:

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

Chapter 11

Case No. 25-10475 (TMH)

(Jointly Administered)

Debtors.

SECOND SUPPLEMENTAL NOTICE OF POSSIBLE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS

PLEASE TAKE NOTICE that, on March 17, 2025 (the "Petition Date"), the abovecaptioned debtors and debtors-in-possession (collectively, the "Debtors") each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "<u>Court</u>").

PLEASE TAKE FURTHER NOTICE that, on March 17, 2025, the Debtors filed a motion [Docket No. 11] (the "Bid Procedures and Sale Motion") seeking entry of (a) an order, (the "Bid Procedures Order"), (i) authorizing and approving bid procedures (the "Bid Procedures"),² in connection with one or more sales or dispositions (collectively, the "Sale") of the Debtors' Assets, (ii) authorizing and approving the Debtors' entry into and performance under an asset purchase agreement (the "CP Stalking Horse APA"), in connection with a potential sale of the Debtors' Library Assets to CP Ventura LLC (the "CP"), subject to higher or otherwise better bids submitted in accordance with the Bid Procedures, (iii) authorizing and approving certain stalking horse bid protections provided to CP in accordance with the terms and conditions set forth in the CP Stalking Horse APA and the Bid Procedures, (iv) establishing certain dates and deadlines in connection with the sale process for the Assets, including scheduling an auction (the "Auction"), if necessary, in accordance with the Bid Procedures, and the hearing with respect to the approval of the Sale (the "Sale Hearing"), (v) approving the form and manner of notice of the Auction, if any, the Sale, and the Sale Hearing, (vi) approving procedures for the assumption and assignment of certain executory contracts and unexpired leases in connection with the Sale (the "Assumption and Assignment Procedures") and solely with respect to Warner Bros. Entertainment Inc. and its affiliates (collectively, "Warner Bros."), the Warner Bros. Assumption and Assignment

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Bid Procedures or the Bid Procedures Order, as applicable.



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.

Procedures, and approving the form and manner of notice thereof, and (vii) granting related relief; and (b) one or more orders (each, a "<u>Sale Order</u>"), (i) authorizing and approving the Sale of the Debtors' Assets to the Stalking Horse Bidder or otherwise Successful Bidder(s), as applicable, free and clear of all liens, claims, interests, and encumbrances to the extent set forth in the Stalking Horse APA or the asset purchase agreement with the otherwise Successful Bidder, as applicable (the "<u>APA</u>"), (ii) the assumption and assignment of the Assumed Contracts as set forth in the applicable APA, and (iii) granting related relief.

PLEASE TAKE FURTHER NOTICE that, on April 16, 2025, the Debtors filed a motion [Docket No. 197] (the "<u>Stalking Horse Supplement</u>") seeking entry of an order (a) modifying the relief requested in the Bid Procedures and Sale Motion, (b) approving (i) the designation of Alcon Media Group, LLC ("<u>Alcon</u>") as the new stalking horse bidder for the Debtors' Library Assets (the "<u>Alcon Stalking Horse Bidder</u>"), (ii) the Debtors' entry into an asset purchase agreement with Alcon setting forth the terms of Alcon's bid for the Library Assets ("<u>Alcon Stalking Horse APA</u>"), and (iii) an expense reimbursement provided to the Alcon Stalking Horse Bidder pursuant to the terms of the Alcon Stalking Horse APA, and (c) granting related relief.

PLEASE TAKE FURTHER NOTICE that, on April 23, 2025, the Court entered the Bid Procedures Order [Docket No. 240], and on April 24, 2025, the Court entered an amended Bid Procedures Order [Docket No. 276], approving, among other things, the Bid Procedures, which establish key dates and times relating to the Sale and the Auction, and granting the relief requested in the Stalking Horse Supplement. All interested bidders should carefully read the Bid Procedures Order and the Bid Procedures in their entirety.³

PLEASE TAKE FURTHER NOTICE that, upon the closing of the Sale, the Debtors may assume and assign to the Alcon Stalking Horse Bidder or other Successful Bidder(s), as applicable, certain non-Warner Bros. executory contracts (the "Assumed Contracts").

PLEASE TAKE FURTHER NOTICE that, on April 28, 2025, the Debtors filed the *Notice of Possible Assumption and Assignment of Certain Executory Contracts* [Docket No. 293] (the "<u>Original Assumption Notice</u>"), which included a schedule listing certain non-Warner Bros. contracts that may potentially be assumed and assigned as part of the Sale (the "<u>Original Contracts</u> <u>Schedule</u>").

PLEASE TAKE FURTHER NOTICE that, on April 30, 2025, the Debtors filed the *Supplemental Notice of Possible Assumption and Assignment of Certain Executory Contracts* [Docket No. 297] (the "<u>First Supplemental Assumption Notice</u>"), which included a schedule listing certain additional on-Warner Bros. contracts that may potentially be assumed and assigned as part of the Sale (the "<u>First Supplemental Contracts Schedule</u>").

PLEASE TAKE FURTHER NOTICE that the Debtors have identified the additional non-Warner Bros. contracts listed on **Exhibit 1** attached hereto as additional contracts that may potentially be assumed and assigned as part of the Sale (the "Second Supplemental Contracts Schedule," and together with the Original Contracts Schedule and the First Supplemental Contracts

³ To the extent of any inconsistencies between the Bid Procedures and the summary descriptions of the Bid Procedures in this notice, the terms of the Bid Procedures shall control in all respects.

Schedule, the "<u>Contracts Schedules</u>"). The Contracts Schedules may also be viewed free of charge on the Debtors' case information website, located at https://www.veritaglobal.net/vreg.

PLEASE TAKE FURTHER NOTICE that Cure Costs, if any, for the assumption and assignment of such contracts are also set forth on the Second Supplemental Contracts Schedule. Each Cure Cost listed on the Second Supplemental Contracts Schedule represents all liabilities of any nature of the Debtors arising under a contract prior to the closing of the Sale or other applicable effective date of the assumption and assignment of such contract, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent or otherwise, so long as such liabilities arise out of or relate to events occurring prior to the closing of the Sale or other applicable effective date of the assumption and assignment of such contract. For the avoidance of doubt, none of the foregoing applies to Warner Bros., who is instead governed by the Warner Bros. Assumption and Assignment Procedures as set forth in the Bid Procedures Order.

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS A COUNTERPARTY TO A CONTRACT THAT MAY BE ASSUMED AND ASSIGNED AS PART OF THE SALE. Under the terms of the Assumption and Assignment Procedures, unless otherwise provided in the applicable APA, at any time prior to three business days before the date of closing of the Sale, the Debtors may (a) remove a contract from the Contracts Schedules or (b) modify the previously-stated Cure Costs associated with any contract. The presence of a contract listed on <u>Exhibit 1</u> attached hereto does not constitute an admission that such contract is an executory contract or that such contract will be assumed and assigned as part of the Sale. The Debtors reserve all of their rights, claims and causes of action with respect to the contracts listed on Exhibit 1 attached hereto.

Filing Objections

Pursuant to the Assumption and Assignment Procedures, and except with respect to Warner Bros., who is instead governed by the Warner Bros. Assumption and Assignment Procedures as set forth in the Bid Procedures Order, objections to the proposed assumption and assignment of a contract listed on the Second Supplemental Contracts Schedule, on any basis (other than objections related solely to adequate assurance of future performance by a Successful Bidder other than the Stalking Horse Bidder), including any objection relating to Cure Costs or adequate assurance of the Stalking Horse Bidder's future ability to perform, must (1)(a) be in writing; (b) state the basis for such objection; and (c) if such objection is to the Cure Cost, state with specificity what Cure Cost the counterparty believes is required (in all cases, with appropriate documentation in support thereof) and (2) be filed with the Court and served no later than May 30, 2025, 2025 at 4:00 p.m. (prevailing Eastern Time) (the "Second Supplemental Contract Objection Deadline") on the following parties (collectively, the "Notice Parties"): (1) proposed co-counsel to the Debtors, (i) Sheppard, Mullin, Richter & Hampton LLP, 321 North Clark Street, 32nd Floor, Chicago, IL 60654, Attn.: Justin R. Bernbrock (jbernbrock@sheppardmullin.com), and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn.: Joseph M. Mulvihill (jmulvihill@ycst.com); (2) counsel to the ABS Trustee, Barnes & Thornburg LLP, One North Wacker Drive Suite 4400, Chicago, IL 60606, Attn.: Aaron Gavant (agavant@btlaw.com) (3) counsel to the DIP Lenders, Morrison Foerster, 250 West 55th Street, New York, NY 10019, Attn.: James Newton (jnewton@mofo.com); (4) counsel to Vine Alternative Investments Group, LLC, Cooley LLP, 55 Hudson Yards, New York, NY 10001 Attn.:

Daniel Shamah (dshamah@cooley.com); (5) Magnum Films SPC, DLA Piper LLP, 121 Avenue of the Americas, New York, New York, 10020, Attn: Dennis C. O'Donnell (dennis.odonnell@dlapiper.com); (6) counsel to the ad hoc group of ABS Noteholders, Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, New York 10019, Attn: Joel Simwinga (jmsimwinga@wlrk.com); (7) proposed counsel to the Official Committee of Unsecured Creditors, Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue 34th Floor, New York, NY Attn: Robert Feinstein (rfeinstein@pszjlaw.com) Bradford Sandler 10017. and (bsandler@pszjlaw.com); (8) counsel to Warner Bros., (i) O'Melveny & Myers LLP, 400 South Hope Street, Suite 1900, Los Angeles, CA 90071, Attn.: Steve Warren (swarren@omm.com), and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market Street, 16th Floor, Wilmington, DE 19801, Attn.: Curtis S. Miller (cmiller@morrisnichols.com), (9) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), 844 N. King Street, Room 2207, Wilmington, DE 19801, Attn.: Rosa Sierra-Fox (rosa.sierra-fox@usdoj.gov); and (10) any Successful Bidders.

The Debtors shall file a notice identifying the Successful Bidder(s) and Backup Bidder(s) (if selected) (the "Notice of Successful Bidder") and shall serve the Notice of Successful Bidder, as well as information regarding adequate assurance of future performance by the Success Bidder(s) or the process for obtaining such information, on each counterparty to a potential Assumed Contract as soon as reasonably practicable after closing the Auction, if any, and in any event not less than one business day following closing the Auction. Each counterparty to a potential Assumed Contract, except Warner Bros., who instead is governed by the deadlines and procedures applicable to Warner Bros. as set forth in the Bid Procedures Order, including the Warner Bros. Assumption and Assignment Procedures, will then have an opportunity to object to the identity of the Successful Bidder(s) (other than the Alcon Stalking Horse Bidder) or adequate assurance of future performance with respect to such counterparty's contract provided by the Successful Bidder(s), which must (i) be in writing, (ii) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, (iii) state, with specificity, the legal and factual bases thereof, (iv) be filed with the Court by two business days after the conclusion of the Auction (the "Post-Auction Objection Deadline"), and (v) be served on the Notice Parties. For the avoidance of doubt, the Post-Auction Objection Deadline as set forth herein does not apply to Warner Bros.

The Court will hear and determine any objections, which cannot otherwise be resolved by the parties, to the assumption and assignment of the Assumed Contracts to the Buyer at the Sale Hearing or at a later hearing, as determined by the Debtors. The Sale Hearing to consider the proposed Sale will be held on **June 10, 2025, at 10:00 a.m.** (**prevailing Eastern Time**), or such other date and time as determined by the Court, at 824 Market ST N, 3rd Floor, Wilmington, Delaware 19801.

Consequences of Failing to Timely File an Objection

Except with respect to Warner Bros., who instead is subject to the Warner Bros. Assumption and Assignment Procedures, Warner Bros. Contract Objection Deadline, Warner Bros. Sale Objection Deadline, and Warner Bros. Post-Auction Objection Deadline, as set forth in the Bid Procedures Order, if any party fails to timely file with the Court and serve an objection by the Supplemental Contract Objection Deadline or other applicable objection deadline, or otherwise abide by the procedures set forth in the Bid Procedures regarding an objection to the Sale, such party shall be barred from asserting, at the Sale Hearing or otherwise, any objection to the relief requested in the Motion or to the consummation and performance of the Sale, including (i) assumption and assignment of Assumed Contracts as set forth in the applicable APA and (ii) the transfer of the applicable Asset(s) to the applicable Successful Bidder(s) free and clear of all liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code, and shall be deemed to "consent" to the Sale for purposes of section 363(f) of the Bankruptcy Code.

Obtaining Additional Information

Copies of the Bid Procedures Motion, the Stalking Horse Supplement, the Bid Procedures, the Bid Procedures Order, the Alcon Stalking Horse APA, and all other documents filed with the Court, are available free of charge on the Debtors' case information website, located at https://www.veritaglobal.net/vreg.

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Dated: May 16, 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

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Co-Counsel for the Debtors and Debtors in Possession

<u>EXHIBIT 1</u>

Second Supplemental Contracts Schedule

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Exhibit 1

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#	Debtor	Contract Description	Counterparty Name	Cure Amount
1	Village Roadshow Entertainment Group USA Inc.	Option and Quitclaim / Letter Agreement "Drag Heist"	20th Century Studios, Inc.	\$0.00
2	Village Roadshow Entertainment Group USA Inc.	First Amendment of Option and Quitclaim / Letter Agreement re "Drag Heist"	20th Century Studios, Inc.	\$0.00
3	Village Roadshow Entertainment Group USA Inc.	Memorandum of Agreement re "Drag Heist"	20th Century Studios, Inc.	\$0.00
4	Village Roadshow Pictures Entertainment Inc.	Option and Quitclaim / Letter Agreement "Drag Heist"	20th Century Studios, Inc.	\$0.00
5	Village Roadshow Pictures Entertainment Inc.	First Amendment of Option and Quitclaim / Letter Agreement re "Drag Heist"	20th Century Studios, Inc.	\$0.00
6	Village Roadshow Productions Inc.	Option and Quitclaim / Letter Agreement "Drag Heist"	20th Century Studios, Inc.	\$0.00
7	Village Roadshow Productions Inc.	First Amendment of Option and Quitclaim / Letter Agreement re "Drag Heist"	20th Century Studios, Inc.	\$0.00
8	Village Roadshow Film Administration Management PTY LTD	Collection Account Management Agreement re December Boys	Becker Films (No. 7) Pty Ltd	\$0.00
9	Village Roadshow Film Administration Management PTY LTD	First Deed of Variation of Collection Account Management Agreement re December Boys	Becker Films (No. 7) Pty Ltd	\$0.00
10	Village Roadshow Film Administration Management PTY LTD	Second Deed of Variation of Collection Account Management Agreement re December Boys	Becker Films (No. 7) Pty Ltd	\$0.00
11	Village Roadshow Film Administration Management PTY LTD	Third Amendment to the Collection Account Management Agreement re December Boys	Becker Films (No. 7) Pty Ltd	\$0.00
12	Village Roadshow Film Administration Management PTY LTD	Collection Account Management Agreement re December Boys	Becker Group Limited	\$0.00
13	Village Roadshow Film Administration Management PTY LTD	First Deed of Variation of Collection Account Management Agreement re December Boys	Becker Group Limited	\$0.00
14	Village Roadshow Film Administration Management PTY LTD	Second Deed of Variation of Collection Account Management Agreement re December Boys	Becker Group Limited	\$0.00
15	Village Roadshow Distribution (BVI) Limited	Letter Agreement re Singapore Distribution Rights for "Saving Silverman" (aka "Evil Woman"), Australia-New Zealand Distribution Rights for "Saving Silverman" (aka "Evil Woman")	Columbia Pictures Corporation Limited	\$0.00
16	Village Roadshow Distribution (BVI) Limited	Letter Agreement re Singapore Distribution Rights for "Down to Earth" and "Zoolander"	DTE Film Partners LP	\$0.00
17	VR DTE Distribution USA Inc.	Qualified Cost Sharing Agreement for "Down to Earth"	DTE Film Partners LP	\$0.00
18	VR DTE Productions Limited	Qualified Cost Sharing Agreement for "Down to Earth"	DTE Film Partners LP	\$0.00
19	VR DTE Distribution USA Inc.	Qualified Cost Sharing Agreement for "Down to Earth"	DTE Films LLC	\$0.00
20	VR DTE Productions Limited	Qualified Cost Sharing Agreement for "Down to Earth"	DTE Films LLC	\$0.00
21	Village Roadshow Distribution (BVI) Limited	Letter Agreement re Singapore Distribution Rights for "Saving Silverman" (aka "Evil Woman"), Australia-New Zealand Distribution Rights for "Saving Silverman" (aka "Evil Woman")	Evil Woman Film Partners LP	\$0.00
22	Village Roadshow Film Administration Management PTY LTD	Third Amendment to the Collection Account Management Agreement re December Boys	Exclusive (Majestic) International (Successor in Title for Becker Group Limited)	\$0.00
23	Village Roadshow Film Administration Management PTY LTD	Collection Account Management Agreement re December Boys	Film Finance Corporation Australia Limited	\$0.00

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Exhibit 1

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#	Debtor	Contract Description	Counterparty Name	Cure Amount
24	Village Roadshow Film Administration	First Deed of Variation of Collection Account Management Agreement re	Film Finance Corporation Australia	\$0.00
25	Management PTY LTD Village Roadshow Film Administration	December Boys Second Deed of Variation of Collection Account Management Agreement re	Limited Film Finance Corporation Australia	\$0.00
26	Management PTY LTD Village Roadshow Film Administration	December Boys Collection Account Management	Limited	\$0.00
27	Management PTY LTD Village Roadshow Film Administration	Agreement re December Boys First Deed of Variation of Collection Account Management Agreement re	Film Finances, Inc.	\$0.00
	Management PTY LTD	December Boys Second Deed of Variation of Collection	Film Finances, Inc.	
28	Village Roadshow Film Administration Management PTY LTD	Account Management Agreement re December Boys Third Amendment to the Collection	Film Finances, Inc.	\$0.00
29	Village Roadshow Film Administration Management PTY LTD	Account Management Agreement re December Boys	Film Finances, Inc.	\$0.00
30	Village Roadshow Film Administration Management PTY LTD	Collection Account Management Agreement re December Boys First Deed of Variation of Collection	Fintage Collection Account Management B.V.	\$0.00
31	Village Roadshow Film Administration Management PTY LTD	Account Management Agreement re December Boys	Fintage Collection Account Management B.V.	\$0.00
32	Village Roadshow Film Administration Management PTY LTD	Second Deed of Variation of Collection Account Management Agreement re December Boys	Fintage Collection Account Management B.V.	\$0.00
33	Village Roadshow Film Administration Management PTY LTD	Third Amendment to the Collection Account Management Agreement re December Boys	Fintage Collection Account Management B.V.	\$0.00
34	Village Roadshow Productions Inc.	Letter Agreement re Colombiana	Liliana Padilla	\$0.00
35	Village Roadshow Distribution (BVI) Limited	Letter Agreement re Singapore Distribution Rights for "Don't Say A Word", Australia-New Zealand Distribution Rights for "Don't Say A Word"	Monarchy Enterprises S.À R.L. (acting through its Zug, Switzerland branch)	\$0.00
36	Village Roadshow Distribution (BVI) Limited	Letter Agreement re Australia-New Zealand Distribution Rights on "Down to Earth" and "Zoolander"	MTV S.A. (f/k/a MTV S.A. LDC)	\$0.00
37	Village Roadshow Distribution (BVI) Limited	Letter Agreement re Singapore Distribution Rights for "Down to Earth" and "Zoolander"	MTV S.A. (f/k/a MTV S.A. LDC)	\$0.00
38	Village Roadshow Distribution (BVI) Limited	Letter Agreement re Australia-New Zealand Distribution Rights on "Down to Earth" and "Zoolander"	Paramount Pictures International Limited (as successor to Paramount Pictures International, a division of Viacom International (Netherlands) B.V.)	\$0.00
39	Village Roadshow Distribution (BVI) Limited	Letter Agreement re Singapore Distribution Rights for "Down to Earth" and "Zoolander"	Paramount Pictures International Limited (as successor to Paramount Pictures International, a division of Viacom International (Netherlands) B.V.)	\$0.00
40	Village Roadshow Film Administration Management PTY LTD	Third Amendment to the Collection Account Management Agreement re December Boys	Screen Australia	\$0.00
41	Village Roadshow Film Administration Management PTY LTD	Collection Account Management Agreement re December Boys	South Australian Film Corporation	\$0.00
42	Village Roadshow Film Administration Management PTY LTD	First Deed of Variation of Collection Account Management Agreement re December Boys	South Australian Film Corporation	\$0.00
43	Village Roadshow Film Administration Management PTY LTD	Second Deed of Variation of Collection Account Management Agreement re December Boys	South Australian Film Corporation	\$0.00
44	Village Roadshow Film Administration Management PTY LTD	Third Amendment to the Collection Account Management Agreement re December Boys	South Australian Film Corporation	\$0.00

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Exhibit 1

#	Debtor	Contract Description	Counterparty Name	Cure Amount
45	Village Roadshow Entertainment Group Asia Limited	Theatrical Pickup Distribution Agreement re Man of Tai Chi	Tai Chi Man, LLC	\$0.00
46	Village Roadshow Productions Inc.	Letter Agreement re "The Reincarnation of Peter Proud"	Timonthythree, Inc. f/s/o Sean Durkin	\$0.00
47	Village Roadshow Entertainment Group Asia Limited	re Man of Tai Chi	Universal Pictures	\$0.00
48	Village Roadshow Distribution PTY LTD	Purchase and Distribution Agreement re December Boys	Warner Bros. Entertainment Inc.	\$0.00
49	Village Roadshow Film Administration Management PTY LTD	Letter Agreement re: Papua New Guinea and Singapore Pay Television Rights / HBO Asia re December Boys	Warner Bros. Entertainment Inc.	\$0.00
50	Village Roadshow Distribution PTY LTD	Purchase and Distribution Agreement (US/CANADA) re December Boys	Warner Independent Pictures Inc.	\$0.00
51	Village Roadshow Distribution (BVI) Limited	Letter Agreement re Singapore Distribution Rights for "Down to Earth" and "Zoolander"	Zoo Film Partners LP	\$0.00
52	VR Zoo Distribution USA Inc.	Qualified Cost Sharing Agreement for "Zoolander"	Zoo Film Partners LP	\$0.00
53	VR Zoo Productions Ltd	Qualified Cost Sharing Agreement for "Zoolander"	Zoo Film Partners LP	\$0.00
54	VR Zoo Distribution USA Inc.	Qualified Cost Sharing Agreement for "Zoolander"	Zoo Films LLC	\$0.00
55	VR Zoo Productions Ltd	Qualified Cost Sharing Agreement for "Zoolander"	Zoo Films LLC	\$0.00