



**INFORMATION BY PROFESSIONAL AND CATEGORY**

<b>DETAILS BY PROFESSIONAL</b> <b>June 1, 2025 through June 30, 2025</b>	
<b><u>PROFESSIONAL</u></b>	<b><u>TOTAL HOURS</u></b>
C. Casas	69.00
E. Kaye	2.00
G. Koutsonicolis	31.50
N. Luria	1.00
R. Milkens	12.00
A. Rowe	22.50
R. Snellenbarger	42.00
TOTAL	180.00

<b>DETAILS BY CATEGORY</b> <b>June 1, 2025 through June 30, 2025</b>	
<b><u>CATEGORY</u></b>	<b><u>TOTAL HOURS</u></b>
Bankruptcy Administration	6.7
Development of Transaction Strategy	47.0
Drafting & Review of Materials & Documents	47.0
Due Diligence	33.3
Financial & Valuation Analysis	19.0
Meeting & Conference Calls	25.0
Negotiation & Documentation	2.0
TOTAL	180.0

**EXPENSES BY CATEGORY**

<b>SUMMARY OF EXPENSES BY CATEGORY</b> <b>June 1, 2025 through June 30, 2025</b>	
<b><u>CATEGORY</u></b>	<b><u>TOTAL AMOUNT</u></b>
Airfare	\$4,685.32
Ground Transportation	\$1,714.20
Hotel	\$5,067.67
Internet	\$20.00
Meals	\$130.73
Parking	\$51.00
TOTAL	\$11,668.92

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

	)	
In re:	)	Chapter 11
	)	
VILLAGE ROADSHOW ENTERTAINMENT GROUP USA INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 25-10475 (TMH)
	)	
Debtors.	)	(Jointly Administered)
	)	<b>Obj. Deadline: August 26, 2025 at 4:00 p.m. (ET)</b>
	)	

**THIRD MONTHLY FEE APPLICATION OF GBH SOLIC HOLDCO, LLC AND SOLIC  
CAPITAL, LLC, AS INVESTMENT BANKER FOR THE DEBTORS, FOR  
ALLOWANCE OF COMPENSATION AND REIMBURSEMENT OF EXPENSES FOR  
THE PERIOD FROM JUNE 1, 2025, THROUGH JUNE 30, 2025**

Pursuant to section 330 and 331 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), and Rule 2016 of the Federal Rules of Bankruptcy Procedure, GBH SOLIC Holdco, LLC and SOLIC Capital, LLC (“SOLIC”) submit this monthly application (the “Application”) for compensation for services rendered as investment banker to the above-captioned debtors and debtors-in-possession (together, the “Debtors”) in the amount of \$100,000.00, together with reimbursement for actual and necessary expenses incurred in the amount of \$11,668.92 for the period commencing June 1, 2025, through and including June 30, 2025 (the “Fee Period”). In support of this Application, SOLIC respectfully represents as follows:

**BACKGROUND**

1. SOLIC Capital Advisors, LLC and SOLIC Capital, LLC were employed to represent the Debtors as investment banker in connection with these chapter 11 cases, pursuant to

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

an order entered by the Court on April 29, 2025 [D.I. 294] (the “SOLIC Retention Order”). The SOLIC Retention Order authorized SOLIC to be compensated on a monthly basis and to be reimbursed for actual and necessary expenses. As noted in the Declaration of Reid Snellenbarger filed with the Court on June 26, 2025 [D.I. 608], the assets of SOLIC Capital Advisors, LLC were acquired by GBH SOLIC Holdco, LLC (the “Acquisition”)<sup>2</sup>, a wholly-owned subsidiary of Gordon Brothers Group, LLC, which maintains an office at 101 Huntington Avenue, 11th Floor, Boston, Massachusetts 02199 (“Gordon Brothers”). The business operations of SOLIC continue under its management structure, now as part of the Gordon Brothers corporate family

2. All services for which compensation is requested by SOLIC were performed for or on behalf of the Debtors.

### **COMPENSATION STRUCTURE**

3. By the terms of the SOLIC Retention Order, SOLIC is entitled to compensation as set forth in the compensation structure under their Engagement Letter (as defined in the SOLIC Retention Order) with the Debtors. Pursuant to the Engagement Letter, SOLIC is entitled to compensation for services and reimbursement for expenses according to the following provisions:

- a. A non-refundable monthly fee (the “Monthly Fee”) in the amount of \$100,000 is to be paid via wire transfer upon the first day of each calendar month (or the following business day in the event the first of the month is not a business day).
- b. Sale Transaction Fee: Upon the closing of a Sale Transaction (as defined in the SOLIC Retention Order) of the Company’s existing Film Library assets SOLIC will be immediately paid via wire transfer an amount equal to (x) \$1,500,000 plus (y) 15% of the Aggregate Gross Consideration (“AGC”) in excess of the stated value of the initial Stalking Horse Agreement as proposed and filed in connection with the bid procedures motion submitted to the Bankruptcy Court. Upon the closing of a Sale Transaction<sup>6</sup> of the

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<sup>2</sup> In addition, as part of the Acquisition, GBH Solic Holdco, LLC will also purchase the interests of SOLIC Capital, LLC, subject to obtaining the required regulatory approvals.

Company's Derivative Rights and, or Studio Assets, SOLIC will be immediately paid via wire transfer an amount equal to the greater of: (i) \$500,000 and (ii) 5% of the AGC. For the avoidance of doubt, if both the Derivatives and Studio assets are sold, the aggregate minimum fee is \$500,000 and if only one asset is sold, the minimum fee is \$500,000.

**SUMMARY OF SERVICES RENDERED**

4. SOLIC, in its normal course of business, invoices its clients a flat monthly fee and does not charge by the hour. However, in accordance with the SOLIC Retention Order, SOLIC is recording its time in half-hour (0.5) increments and has provided summaries of the time spent by professionals and the breakdown of compensation earned during the Fee Period in the below exhibits:

**Exhibit A** Time Detail by Category and Professional

**Exhibit B** Time Narrative by Professional

5. In accordance with the factors enumerated in section 330 of the Bankruptcy Code, it is respectfully submitted that the amount requested by SOLIC is fair and reasonable given (a) the complexity of these chapter 11 cases, (b) the time expended, (c) the nature and extent of the services rendered by SOLIC, (d) the value of such services, and (e) the costs of comparable services under this title of the United States Code.

**ACTUAL AND NECESSARY EXPENSES**

6. Attached hereto are the following schedules for reimbursement of expenses sought by SOLIC during the Fee Period:

**Exhibit C** Summary of Expense Detail by Category and Expense

7. SOLIC incurred certain necessary expenses during the Fee Period for which it is entitled to reimbursement under the terms of its retention. As set forth in Exhibit C, Solic's total expenses incurred during the Fee Period are \$11,668.92.

8. SOLIC does not charge for photocopying, printing, or outgoing domestic facsimiles or incoming facsimiles.

**CERTIFICATION OF COMPLIANCE**

9. The undersigned has reviewed the requirements of Local Rule 2016-1 and certifies that, to the best of his knowledge, information and belief, this Application complies with the requirements of the Local Rule, except as permitted by the SOLIC Retention Order.

**RESERVATION OF RIGHTS**

10. Although every effort has been made to include all fees and expenses incurred in the Fee Period, some fees and expenses might not be included in this Application due to delays caused by accounting and processing during the Fee Period. SOLIC reserves the right to make further applications to this Court for allowance of such fees and expenses not included herein. Subsequent fee applications will be filed in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

WHEREFORE, SOLIC requests that allowance be made to it in the sum of \$100,000.00 as compensation for necessary professional services rendered to the Debtors for the Fee Period, and the sum of \$11,668.92 for reimbursement of actual necessary costs and expenses incurred during that period, and further requests such other and further relief as the Court may deem just and proper.

Dated: August 5, 2025  
Wilmington, Delaware

By: /s/ Reid Snellenbarger  
Reid Snellenbarger

**CERTIFICATION OF COMPLIANCE WITH LOCAL RULE 2016-1**

I, Reid Snellenbarger, hereby certify as follows:

1. I am Senior Managing Director and Co-Head of the SOLIC business unit of Gordon Brothers and the applicant firms, GBH SOLIC Holdco, LLC and SOLIC Capital, LLC (“SOLIC”).

2. I have personally performed many of the services rendered by SOLIC, as investment banker for the Debtors, and am thoroughly familiar with all other work performed on behalf of the Debtors by SOLIC.

3. The facts set forth in the foregoing Application are true and correct to the best of my knowledge, information, and belief. Moreover, I have reviewed the requirements of Rule 2016-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware and submit that the Application complies with such requirements.

Dated: August 5, 2025

*/s/ Reid Snellenbarger*



Committee, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19801, Attn.: Bradford J. Sandler (bsandler@pszjlaw.com) and Peter J. Keane (pkeane@pszjlaw.com); and (vii) counsel to Warner Bros. Entertainment Inc. and its affiliates, (a) O'Melveny & Myers LLP, 400 South Hope Street, Suite 1900, Los Angeles, CA 90071, Attn.: Steve Warren (swarren@omm.com), and (b) Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market Street, 16th Floor, Wilmington, DE 19801, Attn.: Curtis S. Miller (cmiller@morrisnichols.com).

**PLEASE TAKE FURTHER NOTICE THAT PURSUANT TO THE *ORDER (I) ESTABLISHING PROCEDURES FOR INTERIM COMPENSATION AND REIMBURSEMENT OF EXPENSES FOR PROFESSIONALS AND (II) GRANTING RELATED RELIEF* [D.I. 188], IF NO OBJECTIONS ARE FILED AND SERVED IN ACCORDANCE WITH THE ABOVE PROCEDURES, THEN THE DEBTORS WILL BE AUTHORIZED TO PAY THE REQUESTED FEES AND EXPENSES WITHOUT FURTHER ORDER OF THE COURT. ONLY IF AN OBJECTION IS PROPERLY AND TIMELY FILED IN ACCORDANCE WITH THE ABOVE PROCEDURES WILL A HEARING BE HELD ON THE APPLICATION. ONLY THOSE PARTIES TIMELY FILING AND SERVING OBJECTIONS WILL RECEIVE NOTICE AND BE HEARD AT SUCH HEARING.**

Dated: August 5, 2025  
Wilmington, Delaware

*/s/ Benjamin C. Carver*

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**YOUNG CONAWAY STARGATT &  
TAYLOR, LLP**

Joseph M. Mulvihill (Del. Bar No. 6061)  
Benjamin C. Carver (Del. Bar No. 7176)  
Brynna M. Gaffney (Del. Bar No. 7402)  
Rodney Square  
1000 North King Street  
Wilmington, DE 19801  
Telephone: (302) 571-6600  
Facsimile: (302) 571-1253  
Email: [jmulvihill@ycst.com](mailto:jmulvihill@ycst.com)  
[bcarver@ycst.com](mailto:bcarver@ycst.com)  
[bgaffney@ycst.com](mailto:bgaffney@ycst.com)

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](mailto:jbernbrock@sheppardmullin.com)  
[mbenz@sheppardmullin.com](mailto: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](mailto: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](mailto:apaddock@sheppardmullin.com)

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

**EXHIBIT A**

**Time Detail by Category and Professional**

## Exhibit A

Category	Summary by Professional							Total
	Casas, Chad	Kaye, Ernie	Koutsonicolis, G.	Luria, Neil	Milkens, R.	Rowe, A.	Snellenbarger, R.	
Bankruptcy Administration		0.7	4	1	1			6.7
Due Diligence	6.5	1.3	1		4	20.5		33.3
Development of Transaction Strategy			7				40	47
Drafting & Review of Docs	40		3		4			47
Financial & Valuation Analysis	12.5		5.5		1			19
Meetings & Conference Calls	10		9		2	2	2	25
Negotiation & Documentation			2					2
<b>Grand Total</b>	<b>69</b>	<b>2</b>	<b>31.5</b>	<b>1</b>	<b>12</b>	<b>22.5</b>	<b>42</b>	<b>180</b>

**EXHIBIT B**

**Time Narratives by Professional**



**EXHIBIT C**

**Expense Summary and Detail**

**Exhibit C**

## EXPENSE SUMMARY

Airfare	\$	4,685.32
Ground Transportation	\$	1,714.20
Hotel	\$	5,067.67
Internet	\$	20.00
Meals - Breakfast	\$	-
Meals - Lunch	\$	57.11
Meals - Dinner	\$	50.17
Meals - Incidental	\$	23.45
Parking	\$	51.00
<b>Total</b>	<b>\$</b>	<b>11,668.92</b>

## EXPENSE DETAIL

Date	Expense	Staff Member	Description	Amount
6/16/2025	Airfare	Snellenbarger, Reid	Flight Insurance	\$ 115.09
6/16/2025	Airfare	Snellenbarger, Reid	One-way ORD to LGA	\$ 2,092.48
6/17/2025	Airfare	Koutsonicolis, George	One-way DAL to PHI	\$ 406.75
6/18/2025	Airfare	Koutsonicolis, George	One-way PHI to MDW	\$ 407.48
6/19/2025	Airfare	Snellenbarger, Reid	One-way LGA to ORD	\$ 1,663.52
6/16/2025	Ground Transportation	Snellenbarger, Reid	Car service Home from Airport	\$ 133.00
6/16/2025	Ground Transportation	Snellenbarger, Reid	Uber from Airport to Hotel	\$ 124.34
6/16/2025	Ground Transportation	Snellenbarger, Reid	Uber to Dinner from Hotel	\$ 67.58
6/16/2025	Ground Transportation	Snellenbarger, Reid	Uber from Dinner to Hotel	\$ 68.10
6/17/2025	Ground Transportation	Snellenbarger, Reid	Amtrak to NY Penn	\$ 248.00
6/17/2025	Ground Transportation	Snellenbarger, Reid	Uber to Client Meeting	\$ 54.07
6/17/2025	Ground Transportation	Snellenbarger, Reid	Uber from Client Meeting to Hotel	\$ 17.12
6/17/2025	Ground Transportation	Koutsonicolis, George	Car Service	\$ 66.70
6/18/2025	Ground Transportation	Snellenbarger, Reid	Amtrak to NY Penn	\$ 506.00
6/18/2025	Ground Transportation	Koutsonicolis, George	Car Service to Airport	\$ 91.72
6/18/2025	Ground Transportation	Snellenbarger, Reid	Uber from Client Meeting to Hotel	\$ 39.75
6/18/2025	Ground Transportation	Snellenbarger, Reid	Uber to Client Meeting	\$ 61.60
6/18/2025	Ground Transportation	Snellenbarger, Reid	Car Service	\$ 133.00
6/19/2025	Ground Transportation	Snellenbarger, Reid	Uber to Airport	\$ 103.22
6/16/2025	Hotel	Snellenbarger, Reid	Room rate and taxes - 1 night	\$ 2,012.12
6/17/2025	Hotel	Koutsonicolis, George	Room rate and taxes - 1 night	\$ 405.90
6/18/2025	Hotel	Snellenbarger, Reid	Room rate and taxes - 1 night	\$ 1,149.65
6/19/2025	Hotel	Snellenbarger, Reid	Room rate and taxes - 1 night	\$ 1,500.00
6/17/2025	Internet	Koutsonicolis, George	In-flight Wi-fi	\$ 20.00
6/17/2025	Meals - Dinner	Koutsonicolis, George	Attendee(s): G. Koutsonicolis	\$ 50.17
6/18/2025	Meals - Incidentals	Koutsonicolis, George	Attendee(s): G. Koutsonicolis	\$ 19.00
6/18/2025	Meals - Incidentals	Koutsonicolis, George	Attendee(s): G. Koutsonicolis	\$ 4.45
6/16/2025	Meals - Lunch	Snellenbarger, Reid	Attendee(s): R. Snellenbarger	\$ 38.79
6/19/2025	Meals - Lunch	Snellenbarger, Reid	Attendee(s): R. Snellenbarger	\$ 18.32
6/18/2025	Parking	Koutsonicolis, George	Airport Parking	\$ 51.00
			<b>Total</b>	<b>\$ 11,668.92</b>