

**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> , ¹)	Case No. 25-10475 (TMH)
)	
Debtors.)	(Jointly Administered)
)	

**SECOND SUPPLEMENTAL NOTICE OF POSSIBLE ASSUMPTION AND
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS WITH WARNER BROS.**

PLEASE TAKE NOTICE that, on March 17, 2025 (the “Petition Date”), the above-captioned 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 “Court”).

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

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 have the meanings ascribed to them in the Bid Procedures or the Bid Procedures Order, as applicable.



Procedures, and approving the form and manner of notice thereof, and (vii) granting related relief; and (b) one or more orders (each, a “Sale Order”), (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 “APA”), (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 “Stalking Horse Supplement”) 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 (“Alcon”) as the new stalking horse bidder for the Debtors’ Library Assets (the “Alcon Stalking Horse Bidder”), (ii) the Debtors’ entry into an asset purchase agreement with Alcon setting forth the terms of Alcon’s bid for the Library Assets (“Alcon Stalking Horse APA”), 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, on May 22, 2025, the Debtors filed the *Notice of Successful Bidder for Library Assets* [Docket No. 396], which named Alcon as the Successful Bidder for the Library Assets. On May 29, 2025, the Debtors filed the *Notice of (I) Successful Bidder for Derivative Rights and Studio Business and (II) Back-Up Bidder for Derivative Rights* [Docket No. 446], which named Alcon as the Successful Bidder for the Derivative Rights and the Studio Business, and Warner Bros. as the Back-Up Bidder for the Derivative Rights.

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

PLEASE TAKE FURTHER NOTICE that, on April 25, 2025, the Debtors filed the *Notice of Possible Assumption and Assignment of Certain Executory Contracts with Warner Bros.* [Docket No. 284] (the “Original Warner Bros. Assumption Notice”), which included a schedule listing certain Warner Bros. contracts that may potentially be assumed and assigned as part of the Sale (the “Original Warner Bros. Contracts Schedule”).

PLEASE TAKE FURTHER NOTICE that, on October 3, 2025, the Debtors filed the *Supplemental Notice of Possible Assumption and Assignment of Certain Executory Contracts with*

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.

Warner Bros. [Docket No. 904] (the “First Supplemental Warner Bros. Assumption Notice”), which included a schedule listing certain Warner Bros. contracts that may potentially be assumed and assigned as part of the Sale (the “First Supplemental Warner Bros. Contracts Schedule”).

PLEASE TAKE FURTHER NOTICE that the Debtors have identified the additional 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 Warner Bros. Contracts Schedule,” together with the Original Warner Bros. Contracts Schedule and the First Supplemental Warner Bros. Contract Schedule, the “Warner Bros. Contracts Schedule”). The Warner Bros. Contracts Schedule 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 Warner Bros. Contracts Schedule. Each Cure Cost listed on the Second Supplemental Warner Bros. 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.

PLEASE TAKE FURTHER NOTICE that, under the terms of the Warner Bros. Assumption and Assignment Procedures, unless otherwise provided in the applicable APA, at any time prior to closing, Alcon or the Successful Bidder(s), as applicable, may, by written notice to the Debtors and Warner Bros. and following good faith consultation with the Debtors and Warner Bros. (and subject to all of Warner Bros.’ contractual and intellectual property rights under applicable law), add or eliminate any contract or lease from the Warner Bros. Contracts Schedule (and the Debtors shall be responsible for payment of any Cure Costs incurred in connection therewith, as provided under Section 365(b) of the Bankruptcy Code, the Bid Procedures Order, and the Final DIP Order). In the event that the Debtors seek to add any contract or lease to the Warner Bros. Contract Schedule or any previously-stated Cure Costs are modified, in accordance with the applicable APA, the Debtors will promptly serve a supplemental cure notice (each, a “Warner Bros. Second Supplemental Cure Notice”) on Warner Bros. Each Warner Bros. Second Supplemental Cure Notice will include the same information with respect to the applicable contract or lease as is required to be included in the Cure Notice.

The presence of a contract listed on Exhibit 1 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. Out of an abundance of caution, the Debtors may have included certain agreements on Exhibit 1 attached hereto that they believe are fully performed. 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

Within 5 business days following the Debtors’ service of this notice or any further Warner Bros. Second Supplemental Cure Notice, the Debtors and Warner Bros. shall confer in good faith

regarding a proposed scheduling order as to any applicable objection deadlines and procedures for liquidating any Warner Bros. Cure Costs and other claims against the Debtors before this Court or any other appropriate forum, solely with respect to the Second Supplemental Warner Bros. Contracts Schedule. Following 14 days after the Debtors' service of this notice or any further Warner Bros. Second Supplemental Cure Notice, the Debtors and Warner Bros. shall either submit a proposed scheduling order to the Court or, in the event that such parties cannot agree on a proposed schedule, shall request a status conference to discuss the parties' scheduling and procedural proposals.

Any general objections by Warner Bros. to the assumption or assignment of any of contracts listed on the Second Supplemental Warner Bros. Contracts Schedule, and not with respect to proving up and/or liquidating its Cure Costs or any other issues and claims in connection therewith, must be filed with the Court and served no later than **December 9, 2025 at 4:00 p.m. (prevailing Eastern Time)** (the "Second Supplemental Warner Bros. Contract Objection Deadline"). For the avoidance of doubt, nothing in this notice shall modify or otherwise affect any of the dates, deadlines, or procedures set forth in the *Order for the Pending Contested Matter Regarding the Sale of the Debtors' Derivative Rights Assets* [Docket No. 800].

The Court will hear and determine any objections, which cannot otherwise be resolved by the parties, to the assumption and assignment to the Buyer of any contracts listed on the Second Supplemental Warner Bros. Contracts on **December 10, 2025, at 1:00 p.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.

Solely to the extent that (i) Warner Bros.' written consent to assumption and assignment of any of its agreements with the Debtors is obtained or (ii) upon entry of an effective and unstayed order by the Court (after proper notice and a hearing) of any Warner Bros.' objections to the assignment and assumption of any Warner Bros. contract with the Debtors, any contract or lease that remains on the Warner Bros. Contracts Schedule as of such date may be assumed and assigned to Alcon or any otherwise Successful Bidder(s), as applicable, in connection with the Sale and subject to any rights of appeal that Warner Bros. may have under applicable law (the "Warner Bros. Assumed Contracts").

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: November 25, 2025
Wilmington, Delaware

/s/ Joseph M. Mulvihill

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EXHIBIT 1

Second Supplemental Warner Bros. Contract Schedule

#	Debtor	Contract Description	Counterparty Name	Cure Amount
1.	Village Roadshow Entertainment Group USA Inc.	Closed Deal Terms re: “Lifestyles”	Home Box Office, Inc.	\$0.00
2.	Village Roadshow Entertainment Group USA Inc.	Short Form Option/Purchase Agreement re: “Divine Secrets of the Ya-Ya Sisterhood”	Warner Bros. Television, a division of WB Studio Enterprises Inc.	\$0.00
3.	Village Roadshow Entertainment Group USA Inc.	Amendment to Short Form Option/Purchase Agreement re: “Divine Secrets of the Ya-Ya Sisterhood”	Warner Bros. Television, a division of WB Studio Enterprises Inc.	\$0.00