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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
RELATIVITY FASHION, LLC, *et al.*,[1]	Case No. 15-11989 (MEW)
Debtors.	(Jointly Administered)

NOTICE OF FILING SECOND AND AMENDED
ASSET PURCHASE AGREEMENT AND FORM OF SALE ORDER

[1] The Debtors in these chapter 11 cases are: see page (i).

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Relativity Fashion, LLC (4571); Relativity Holdings LLC (7052); Relativity Media, LLC (0844); Relativity REAL, LLC (1653); RML Distribution Domestic, LLC (6528); RML Distribution International, LLC (6749); RMLDD Financing, LLC (9114); 21 & Over Productions, LLC (7796); 3 Days to Kill Productions, LLC (5747); A Perfect Getaway P.R., LLC (9252); A Perfect Getaway, LLC (3939); Armored Car Productions, LLC (2750); Best of Me Productions, LLC (1490); Black Or White Films, LLC (6718); Blackbird Productions, LLC (8037); Brant Point Productions, LLC (9994); Brick Mansions Acquisitions, LLC (3910); Brilliant Films, LLC (0448); Brothers Productions, LLC (9930); Brothers Servicing, LLC (5849); Catfish Productions, LLC (7728); Cine Productions, LLC (8359); CinePost, LLC (8440); Cisco Beach Media, LLC (8621); Cliff Road Media, LLC (7065); Den of Thieves Films, LLC (3046); Don Jon Acquisitions, LLC (7951); DR Productions, LLC (7803); Einstein Rentals, LLC (5861); English Breakfast Media, LLC (2240); Furnace Films, LLC (3558); Gotti Acquisitions, LLC (6562); Great Point Productions, LLC (5813); Guido Contini Films, LLC (1031); Hooper Farm Music, LLC (3773); Hooper Farm Publishing, LLC (3762); Hummock Pond Properties, LLC (9862); Hunter Killer La Productions, LLC (1939); Hunter Killer Productions, LLC (3130); In The Hat Productions, LLC (3140); J&J Project, LLC (1832); JGAG Acquisitions, LLC (9221); Left Behind Acquisitions, LLC (1367); Long Pond Media, LLC (7197); Madaket Publishing, LLC (9356); Madaket Road Music, LLC (9352); Madvine RM, LLC (0646); Malavita Productions, LLC (8636); MB Productions, LLC (4477); Merchant of Shanghai Productions, LLC (7002); Miacomet Media LLC (7371); Miracle Shot Productions, LLC (0015); Most Wonderful Time Productions, LLC (0426); Movie Productions, LLC (9860); One Life Acquisitions, LLC (9061); Orange Street Media, LLC (3089); Out Of This World Productions, LLC (2322); Paranoia Acquisitions, LLC (8747); Phantom Acquisitions, LLC (6381); Pocomo Productions, LLC (1069); Relative Motion Music, LLC (8016); Relative Velocity Music, LLC (7169); Relativity Development, LLC (5296); Relativity Film Finance II, LLC (9082); Relativity Film Finance III, LLC (8893); Relativity Film Finance, LLC (2127); Relativity Films, LLC (5464); Relativity Foreign, LLC (8993); Relativity India Holdings, LLC (8921); Relativity Jackson, LLC (6116); Relativity Media Distribution, LLC (0264); Relativity Media Films, LLC (1574); Relativity Music Group, LLC (9540); Relativity Production LLC (7891); Relativity Rogue, LLC (3333); Relativity Senator, LLC (9044); Relativity Sky Land Asia Holdings, LLC (9582); Relativity TV, LLC (0227); Reveler Productions, LLC (2191); RML Acquisitions I, LLC (9406); RML Acquisitions II, LLC (9810); RML Acquisitions III, LLC (9116); RML Acquisitions IV, LLC (4997); RML Acquisitions IX, LLC (4410); RML Acquisitions V, LLC (9532); RML Acquisitions VI, LLC (9640); RML Acquisitions VII, LLC (7747); RML Acquisitions VIII, LLC (7459); RML Acquisitions X, LLC (1009); RML Acquisitions XI, LLC (2651); RML Acquisitions XII, LLC (4226); RML Acquisitions XIII, LLC (9614); RML Acquisitions XIV, LLC (1910); RML Acquisitions XV, LLC (5518); RML Bronze Films, LLC (8636); RML Damascus Films, LLC (6024); RML Desert Films, LLC (4564); RML Documentaries, LLC (7991); RML DR Films, LLC (0022); RML Echo Films, LLC (4656); RML Escobar Films LLC (0123); RML Film Development, LLC (3567); RML Films PR, LLC (1662); RML Hector Films, LLC (6054); RML Hillsong Films, LLC (3539); RML IFWT Films, LLC (1255); RML International Assets, LLC (1910); RML Jackson, LLC (1081); RML Kidnap Films, LLC (2708); RML Lazarus Films, LLC (0107); RML Nina Films, LLC (0495); RML November Films, LLC (9701); RML Oculus Films, LLC (2596); RML Our Father Films, LLC (6485); RML Romeo and Juliet Films, LLC (9509); RML Scripture Films, LLC (7845); RML Solace Films, LLC (5125); RML Somnia Films, LLC (7195); RML Timeless Productions, LLC (1996); RML Turkeys Films, LLC (8898); RML Very Good Girls Films, LLC (3685); RML WIB Films, LLC (0102); Rogue Digital, LLC (5578); Rogue Games, LLC (4812); Roguelife LLC (3442); Safe Haven Productions, LLC (6550); Sanctum Films, LLC (7736); Santa Claus Productions, LLC (7398); Smith Point Productions, LLC (9118); Snow White Productions, LLC (3175); Spy Next Door, LLC (3043); Story Development, LLC (0677); Straight Wharf Productions, LLC (5858); Strangers II, LLC (6152); Stretch Armstrong Productions, LLC (0213); Studio Merchandise, LLC (5738); Summer Forever Productions, LLC (9211); The Crow Productions, LLC (6707); Totally Interns, LLC (9980); Tribes of Palos Verdes Production, LLC (6638); Tuckernuck Music, LLC (8713); Tuckernuck Publishing, LLC (3960); Wright Girls Films, LLC (9639); Yuma, Inc. (1669); Zero Point Enterprises, LLC (9558). The location of the Debtors' corporate headquarters is: 9242 Beverly Blvd., Suite 300, Beverly Hills, CA 90210.

PLEASE TAKE NOTICE that on July 30, 2015, the above-captioned debtors (collectively, the "**Debtors**") filed the *Debtors' Motion For (I) An Order (A) Establishing Bid Procedures For the Sale of Substantially All of the Debtors' Assets, (B) Approving Stalking Horse APA and Bidding Protections, and (C) Granting Certain Related Relief; and (II) An Order (A) Approving the Sale of Substantially All of the Debtors' Assets Free and Clear of Liens, Claims, Encumbrances and Other Interests, (B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Related Thereto, and (C) Granting Certain Related Relief* (the "**Motion**") (Dkt. No. 25).[1]

PLEASE TAKE FURTHER NOTICE that on August 9, 2015, the Debtors filed a *Notice of Filing Exhibits to the Debtors' Motion* (Dkt. No. 122).

PLEASE TAKE FURTHER NOTICE that on August 21, 2015, the Debtors filed a *Notice of Filing Exhibits to the Debtors' Motion* (Dkt. No. 258).

PLEASE TAKE FURTHER NOTICE that amendments to documents previously filed with the Court are necessary to reflect the Debtors' responses to formal and informal objections to the Motion, the continued negotiation of the parties, and amendments necessitated by the hearing on the Motion.

PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit 1 is the Second Amended & Restated Asset Purchase Agreement among Relativity Media, LLC, the Other Sellers Named Therein, and RM Bidder, LLC (the "**Stalking Horse APA**"), including the Disclosure Schedules thereto.

PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit 2 is the proposed form of Sale Order.

[1] Capitalized terms used but not defined herein have the meanings set forth in the Motion.

PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit 3 is a redline comparison of the Stalking Horse APA, including the Disclosure Schedules thereto, against the version that was last filed with the Court on August 21, 2015 (Dkt. 258, Exh. 1).

PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit 4 is a comparison of the proposed form of Sale Order, against the version that was last filed with the Court on August 21, 2015 (Dkt. 258, Exh. 4).

PLEASE TAKE FURTHER NOTICE that the parties entitled to notice of the Motion shall be served with this Notice.

Dated: August 27, 2015

JONES DAY

/s/ Lori Sinanyan

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Proposed Attorneys For Debtors And Debtors In Possession

EXHIBIT 1

SECOND AMENDED AND RESTATED

ASSET PURCHASE AGREEMENT

among

RELATIVITY MEDIA, LLC

THE OTHER SELLERS NAMED THEREIN

and

RM BIDDER, LLC[1]

Dated as of August 27, 2015

[1] In the event of a cash overbid, asset purchase agreement will provide for a guarantor of Purchaser's obligations.

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SECOND AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

This SECOND AMENDED AND RESTATED ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of August 27, 2015, among the entity identified on the signature page as "Purchaser" ("Purchaser"), Relativity Media, LLC (the "Company"), and each of the Company's subsidiaries listed on the signature page hereto (together with the Company, each, a "Seller" and, collectively, "Sellers").

RECITALS:

A. Sellers are debtors and debtors in possession under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code") as a result of each filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code on July 30, 2015 (the "Petition Date") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), where Sellers' bankruptcy cases are jointly administered under Case No. 15-11989 (collectively, the "Bankruptcy Cases").

B. Sellers are engaged in each of the global media and entertainment business and related businesses further described on Exhibit A (such businesses, the "Business").

C. Purchaser and Sellers entered into an Asset Purchase Agreement (the "Original APA") with respect to certain assets and liabilities of the Business on August 9, 2015.

D. Purchaser and Sellers entered into an Amended and Restated Asset Purchase Agreement to amend and restate the Original APA on August 21, 2015.

E. Purchaser and Sellers desire to further amend and restate the Original APA in its entirety as set forth below.

NOW, THEREFORE, the parties hereby agree as follows:

I. DEFINITIONS

1.1 Certain Definitions. For purposes of this Agreement, the following terms, when used in this Agreement with initial capital letters, have the meanings specified in this Section 1.1 or in other Sections of this Agreement identified in Section 1.2:

"Accounts Payable" means all accounts payable and accrued expenses to the extent arising out of the Ordinary Course of Business on or after the Petition Date or arising from the Business and entitled to administrative priority under section 503(b)(9) of the Bankruptcy Code and not Paid before the Closing Date.

"Affiliate" means with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under

common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

"AFM" means the American Federation of Musicians.

"AFM Assumption Agreement" means an assumption agreement, effective upon the Closing, in the standard form found in the collective bargaining agreement of the American Federation of Musicians applicable to each Covered Picture, which obligates Purchaser for all obligations thereunder that accrue after the Closing.

"Alternate Bidder" has the meaning set forth in the Bidding Procedures.

"Auction" has the meaning set forth in the Bidding Procedures.

"Bidding Procedures" means the bidding procedures attached to Exhibit B.

"Bidding Procedures Order" means an order of the Bankruptcy Court, substantially in the form attached hereto as Exhibit B.

"Business Day" means any day of the year on which banking institutions in New York City are open to the public for conducting business and are not required or authorized to close.

"Business Plan and Budget" has the meaning set forth in the DIP Loan Agreement.

"Closing Library List" means a list of all motion picture titles to be transferred from the Sellers to the Purchaser at Closing.

"Code" means the Internal Revenue Code of 1986, as amended.

"Competing Transaction" means any of the following, other than the transactions contemplated by this Agreement (the "Proposed Transaction"): (a) a plan of reorganization, a plan of liquidation or other financial and/or corporate restructuring of any Seller that substantially prohibits or impairs the Proposed Transaction; (b) the sale or disposition by Sellers of all or a material portion of the outstanding equity interests of any Seller or the sale or disposition of all or a material portion of the Purchased Assets, in either case which substantially prohibits or impairs the Proposed Transaction, including a transaction that is the result of a successful bid by any Person other than Purchaser at the Auction; (c) a merger, consolidation, business combination, liquidation or recapitalization of any or all Sellers that substantially prohibits or impairs the Proposed Transaction; or (d) any similar transaction involving any or all Sellers.

"Contract" means any contract, indenture, note, bond, lease or other agreement, whether written or oral.

"Covered Pictures" means those theatrical or television motion pictures of the Sellers that were produced subject to collective bargaining agreements with or on behalf of one or more Guilds, FMSMF, AFM or Equity (UK), for which rights are to be transferred to the Purchaser.

"Documents" means all files, documents, books, records, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans and other similar materials used or held for use in or related to the Business or the Purchased Assets, in each case whether or not in electronic form.

"DIP Account" means the escrow account maintained pursuant to the DIP Loan Agreement.

"DIP Loan Agreement" means that certain Debtor-In-Possession Financing Agreement, dated as of July 30, 2015, by and among Relativity Media, LLC and certain of its subsidiaries as Borrowers, Relativity Holdings LLC as a Guarantor, the Lenders from time to time party thereto, Cortland Capital Market Services LLC as Administrative Agent and Collateral Agent and Administrative Agent, as amended from time to time.

"Employees" means all individuals who are employed by Sellers in the Business on the Closing Date.

"Equipment" means all equipment, furniture, furnishings, on-site vehicles, leasehold improvements and other tangible personal property owned by Sellers and used or held for use in the Business.

"Equity (UK)" means Equity of Guild House.

"Equity (UK) Assumption Agreement" means an assumption agreement, effective upon the Closing, in the standard form found in the collective bargaining agreement of Equity (UK) applicable to each Covered Picture, which obligates Purchaser for all obligations thereunder that accrue after the Closing.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any trade or business (whether or not incorporated) (i) under common control within the meaning of Section 4001(b)(1) of ERISA with any of the Sellers or (ii) which together with any of the Sellers is treated as a single employer under Section 414(t) of the Code.

"Excluded Matter" means the effect of: (i) any change in the United States or foreign economies or financial markets in general; (ii) any change that generally affects the businesses in which Sellers generally compete; (iii) any change arising in connection with earthquakes, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions existing or underway as of the date of this Agreement; (iv) any change in applicable Laws or accounting rules; (v) any actions

taken or proposed to be taken by Purchaser or any of its Affiliates with respect to the Proposed Transaction or Sellers; (vi) the public announcement or other disclosure of this Agreement or the Proposed Transaction, compliance with terms of this Agreement or the consummation of the Proposed Transaction; (vii) the filing of the Bankruptcy Cases, including Sellers' inability to pay certain obligations as a result of the filing of the Bankruptcy Cases; or (viii) any matter disclosed in any filings by Sellers with the Bankruptcy Court prior to the date of the Agreement; provided, however, such effects set forth in the foregoing clauses (i), (ii), (iii) or (iv) shall be taken into account in determining whether any Seller Material Adverse Effect has occurred to the extent that any such effects have, or would reasonably be expected to have, a materially disproportionate effect on the Business (excluding the Excluded Assets and the Excluded Liabilities) relative to other participants operating in the businesses in which Sellers generally compete.

"Final Order" means Order (a) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing, motion for reconsideration or motion for new trial has been timely filed or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all material respects without the possibility for further appeal or rehearing thereon; and (b) as to which the time for instituting or filing an appeal, motion for rehearing, motion for reconsideration or motion for new trial shall have expired; provided, however, that even if an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing, motion for reconsideration or motion for new trial are timely filed, an Order will be deemed a Final Order if it provides that it is effective immediately upon entry on the Court's docket and not subject to any stay notwithstanding the provisions of Federal Rule of Bankruptcy Procedure 6004(h), 6006(d), 7062 and Federal Rule of Civil Procedures 62, and that no stay pending appeal has been obtained.

"FMSMF" means Film Musicians Secondary Markets Fund, which operates pursuant to American Federation of Musicians collective bargaining agreements, to collect and distribute residuals under the collective bargaining agreements.

"GAAP" means generally accepted accounting principles in the United States, consistently applied throughout the specified period and the immediately prior comparable period.

"Governmental Body" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Guild Assumption Agreement" means an assumption agreement, effective upon the Closing, in the standard form found in the collective bargaining agreement of each Guild applicable to each Covered Picture, which obligates Purchaser for all obligations thereunder that accrue after the Closing.

"Guild Closing Items" means the Guild Note, the Guild Release, the Guild Payment, the Post-Closing Guild Liens, the Closing Library List and the Guild Assumption Agreements.

"Guild Note" means the promissory note, in an amount not to exceed the Note Cap determined in accordance with Section 2.4(e)(iv) to be provided by Purchaser to the Guilds. The Guild Note shall mature on the date 180 days following the Closing Date and shall not bear interest.

"Guild Payment" means the repayment of the Guild Note in full.

"Guild Release" means the Settlement and Release Agreement, in a form to be agreed upon, by which applicable Guilds will release Sellers in connection with Pre-Existing Guild Claims payable by Purchaser pursuant to this Agreement.

"Guilds" means the Writers Guild of America West, Inc., for itself and its affiliate Writers Guild of America East, Inc. (collectively, "WGA"), the Screen Actors Guild-American Federation of Television and Radio Artists ("SAG-AFTRA"), the Directors Guild of America, Inc. (the "DGA") and their respective pension and health plans, as well as the Motion Picture Industry Pension and Health Plans ("MPIPHP").

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Indebtedness" of any Person means, without duplication: (i) the principal of and premium (if any) in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the Ordinary Course of Business); (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (v) all obligations of the type referred to in clauses (i) through (iv) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (vi) all obligations of the type referred to in clauses (i) through (v) of other Persons secured by any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person).

"Intellectual Property" means all worldwide intellectual property and rights, title and interests arising from or in respect of the following: all (i) inventions, discoveries, industrial designs, utility models, business methods, patents and patent applications (including provisional and Patent Cooperation Treaty applications), including continuations, divisionals, continuations-in-part, reexaminations and reissues, extensions, renewals and any patents that may be issued with respect to the foregoing

(collectively, "Patents"); (ii) trademarks, service marks, certification marks, collective marks, trade names, business names, slogans, acronyms, forms of advertisement, assumed names, d/b/a's, fictitious names, brand names, trade dress, logos, designs, devices, signs, symbols, design rights including product design, configuration and packaging rights, internet domain names, user names, screen names, internet and mobile account names, icons, symbols or designations, corporate names, and general intangibles of a like nature and other indicia of identity, origin or quality, whether registered, unregistered or arising by Law, and all applications, registrations, and renewals for any of the foregoing, together with the goodwill associated with and symbolized by each of the foregoing (collectively, "Trademarks"); (iii) published and unpublished works of authorship in any medium, whether copyrightable or not, whether in final form or not, in all media now known or hereafter created, including writings, graphics, artworks, photographs, compositions, sound recordings, motion pictures and audiovisual works, databases and other compilations of information, computer software, mobile and internet applications and content, source code, object code, algorithms, and other similar materials, all packaging, advertising and promotional materials related to the products, and all copyrights and moral rights, to the fullest extent assignable or waivable, therein and thereto, and registrations and applications therefor, and all issuances, renewals, extensions, restorations and reversions thereof (collectively, "Copyrights"); and (iv) confidential and proprietary information, trade secrets, and know-how, including methods, processes, business plans, strategy, marketing data, marketing studies, advertisements, schematics, concepts, software and databases (including source code, object code and algorithms), formulae, recipes, drawings, prototypes, models, designs, devices, technology, research and development and customer information and lists (collectively, "Trade Secrets"), together with all rights of action for past, present and future infringement of any of the foregoing Intellectual Property and the right to receive all proceeds and damages therefrom.

"Intercreditor Agreements" means (i) the P&A Intercreditor Agreement, (ii) the Production Intercreditor Agreements, and (iii) the Ultimates Intercreditor Agreement.

"IRS" means the Internal Revenue Service.

"Knowledge of Sellers" means the actual knowledge of those officers of Sellers identified on Schedule 1.1(a). Purchaser acknowledges and agrees that none of those officers of Sellers identified on Schedule 1.1(a) shall have any liability to Purchaser as a result of being so identified.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation or common law requirement.

"Legal Proceeding" means any judicial, administrative or arbitral actions, suits, proceedings (public or private) or claims or any proceedings by or before a Governmental Body.

"Liability" means any debt, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due), and including all costs and expenses relating thereto.

"Lien" as applied to any Person means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, proxy, voting trust or agreement, transfer restriction under any shareholder or similar agreement or encumbrance or any other right of a third party in respect of an asset of such Person.

"Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body.

"Ordinary Course of Business" means the ordinary and usual course of normal day-to-day operations of the Business through the date of this Agreement consistent with past practice and, from and after July 30, 2015 through the Closing, the Business Plan and Budget.

"P&A Funding Agreement" means, collectively with all the related loan and other documents identified therein, the Second Amended and Restated Funding Agreement with Macquarie US Trading LLC LLC, as agent, Macquarie Bank Limited, as Post-Release Lender, and RKA Film Financing, LLC, as Pre-Release Lender and Pre-Release Lender Agent (as all such terms are defined therein), as amended by the First Amendment, dated August 26, 2014.

"P&A Intercreditor Agreement" means, collectively, (i) that certain Amended and Restated Subordination Agreement, dated as of December 21, 2012, by and among, Manchester Securities Corp., Manchester Library Company LLC, Relativity Holdings LLC and certain of its subsidiaries as Borrowers, certain of the Borrowers' subsidiaries as Guarantors, Cortland Capital Market Services, LLC, as Administrative Agent and Collateral Agent for the Lenders (as defined therein), CB Agency Services, LLC, as agent for the Original P&A Lenders (as defined therein), and Macquarie US Trading LLC as agent for the 2013 P&A Lenders (as defined therein), as may be amended, modified or supplemented from time to time and (ii) that certain Third Amended and Restated Intercreditor and Subordination Agreement, dated as of June 30, 2014 (as amended, modified, or supplemented from time to time), by and among Macquarie US Trading LLC, as senior agent, and Cortland Capital Market Services LLC, as junior agent.

"P&A Security Agreement" means the "Security Agreement" as defined in the P&A Funding Agreement, which, for the avoidance of doubt, is that certain Amended and Restated Security Agreement, dated as of January 21, 2014 (as amended, modified, or supplemented from time to time), by and among RML Distribution Domestic, LLC, RMLDD Financing, LLC, the other Grantors party thereto, and Macquarie US Trading LLC, as collateral agent, the form of which was attached as Exhibit S-1 to the P&A Funding Agreement.

"Paid" means that a Liability has been paid, a check issued against good funds has been dispatched or other provision has been made for the discharge of such Liability, in each case, as to Accounts Payable, prior to the Closing Date.

"Permits" means any approvals, authorizations, consents, licenses, permits or certificates of a Governmental Body.

"Permitted Exceptions" means: (i) statutory Liens for current Taxes, assessments or other governmental charges not yet delinquent; (ii) mechanics', carriers', workers', repairers' and similar Liens arising or incurred in the Ordinary Course of Business; (iii) zoning, entitlement and other land use and environmental regulations by any Governmental Body (provided that such regulations have not been violated in any material respect and in the aggregate do not and will not materially interfere with the use and operation of the property or assets to which they relate in the manner and for the purposes heretofore used by Sellers); (iv) title of a lessor under a capital or operating lease; (v) any other imperfections in title, charges, easements, restrictions and encumbrances that do not materially affect the value or use of the affected asset; (vi) Liens for Taxes that constitute Assumed Liabilities; (vii) Liens that will be released by the Sale Order; (viii) Pre-Existing Guild Liens; and (ix) Liens listed on Schedule 1.1(b).

"Person" means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

"Post-Closing AFM Claims" means any and all claims by the AFM in connection with obligations arising under each AFM Assumption Agreement executed and delivered by Purchaser for all obligations thereunder that accrue after the Closing.

"Post-Closing Equity (UK) Claims" means any and all claims by Equity (UK) in connection with obligations arising under each Equity (UK) Assumption Agreement executed and delivered by Purchaser after the Closing.

"Post-Closing FMSMF Claims" means any and all claims by FMSMF in connection with obligations arising under each AFM Assumption Agreement executed and delivered by Purchaser after the Closing.

"Post-Closing Guild Claims" means any and all claims by each Guild in connection with obligations arising under each Guild Assumption Agreement executed and delivered by Purchaser after the Closing.

"Post-Closing Guild Liens" means the security interests granted to each Guild by Purchaser in and upon each of the applicable Covered Pictures to secure Purchaser's performance of all obligations under the Guild Note, which security interests shall be cross-collateralized by each and every applicable Covered Picture, but which shall automatically terminate immediately upon Purchaser repaying the Guild Note in full.

"Post-Release P&A Lenders" means the post-release lenders under that certain Second Amended and Restated Funding Agreement with Macquarie US Trading LLC LLC, as agent, Macquarie Bank Limited, as Post-Release Lender, and RKA Film Financing, LLC, as Pre-Release Lender and Pre-Release Lender Agent.

"Pre-Existing Guild Claims" means any and all claims by each Guild against the Sellers, whether or not secured, that relate to the Covered Pictures and that are accrued but unpaid as of the Closing.

"Pre-Existing Guild Liens" means any and all validly-perfected, duly-enforceable liens and security interests held by one or more Guilds in any of the Covered Pictures prior to the Closing.

"Production Intercreditor Agreements" means intercreditor agreements entered into among the relevant Senior Lenders and the Lenders under the Term Loan Agreement with respect to the financing of the following films (i) the Disappointments Room, (ii) Masterminds, (iii) 3:10 to Yuma and (v) the Forbidden Kingdom.

"Production Loan Agreements" means that certain amended and restated loan and security agreement dated as of August 5, 2014 as amended, restated, modified, supplemented, renewed or replaced from time to time, between CIT Bank, N.A., formerly known as OneWest Bank, N.A., as agent, the lenders party thereto and, *inter alia* Armored Car Productions, LLC, and that certain amended and restated loan and security agreement dated as of September 5, 2014 as amended, restated, modified, supplemented, renewed or replaced from time to time, between CIT Bank, N.A., formerly known as OneWest Bank, N.A., as agent, the lenders party thereto and, *inter alia* DR Productions, LLC.

"Purchased Contracts" means all Contracts of Sellers used or held for use in or related to the Business that are unexpired as of the Closing Date and have not been rejected (or the subject of a pending rejection motion) by Sellers or designated as Excluded Assets on Schedule 2.2(d).

"Purchased Intellectual Property" means all of the following: (i) the Purchased Trademarks; (ii) all Patents, Copyrights and Trade Secrets owned by Sellers in whole or in part to the extent such Patents, Copyrights or Trade Secrets are used or held for use in connection with the operation or conduct of the Business; (iii) all licenses granted to the Purchased Trademarks, Patents, Copyrights or Trade Secrets owned by Sellers to the extent such licenses are used or held for use in connection with the operation or conduct of the Business; (iv) all licenses for use of Intellectual Property owned by others to the extent such licensed Intellectual Property is used or held for use in connection with the operation or conduct of the Business; and (v) all rights of action for past, present and future infringements of any of the foregoing and the right to receive all proceeds and damages therefrom.

"Purchased Trademarks" means the Trademarks used or held for use in connection with the operation or conduct of the Business, including those listed on Schedule 1.1(c).

"Purchaser Material Adverse Effect" means a material adverse effect on the ability of Purchaser to consummate the Proposed Transaction.

"Real Property" means the leased real property as to which the applicable Real Property Lease is assumed by Purchaser hereunder.

"Relativity Media 401(k) Plan" means the Relativity Media, LLC 401(k) Plan.

"Sale Hearing" means the hearing before the Bankruptcy Court held pursuant to the Bidding Procedures Order to determine the highest or otherwise best bid(s) for the Purchased Assets.

"Sale Order" means the order (or orders) of the Bankruptcy Court, in form and substance acceptable to Purchaser and Sellers, approving this Agreement and all of the terms and conditions of this Agreement and approving and authorizing Sellers to consummate the Proposed Transaction pursuant to sections 363 and 365 of the Bankruptcy Code and providing, among other things, substantially as follows: (i) the Purchased Assets sold to Purchaser (or its designated Affiliate or Affiliates) pursuant to this Agreement will be transferred to Purchaser (or its designated Affiliate or Affiliates) free and clear of all Liens (other than (a) Liens created by Purchaser (or its designated Affiliate or Affiliates), (b) Permitted Exceptions and (c) Liens expressly assumed by Purchaser (or its designated Affiliate or Affiliates) as Assumed Liabilities under this Agreement); (ii) the Purchased Contracts are assumed by Sellers and assigned to Purchaser (or its designated Affiliate or Affiliates) on the terms set forth in this Agreement; (iii) Purchaser has acted in "good faith" within the meaning of section 363(m) or other applicable section of the Bankruptcy Code; (iv) this Agreement was negotiated, proposed and entered into by the parties without collusion, in good faith and from arm's-length bargaining positions; (v) the Bankruptcy Court will retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement as provided in Section 12.4 of this Agreement; (vi) this Agreement and the Proposed Transaction may be specifically enforced against, and not subject to rejection or avoidance by, Sellers or any chapter 7 or chapter 11 trustee of Sellers; and (vii) the Closing will occur in accordance with the terms and conditions of this Agreement.

"Seller Material Adverse Effect" means any event, occurrence, change, condition, circumstance, development or effect (regardless of whether such event, occurrence, change, condition, circumstance, development or effect constitutes a breach of any representation, warranty or covenant of Sellers hereunder) which has had or would reasonably be expected, individually or in the aggregate, (i) to have a material and adverse effect on, or result in a material and adverse change in or to the Business or its results of operations or financial condition or (ii) materially impair the ability of Sellers to consummate the Proposed Transaction or perform their obligations under this

Agreement, other than in the case of clause (i) an effect or change resulting from an Excluded Matter.

"Senior Lenders" means the secured lenders to which the relevant obligors owe the Senior Obligations.

"Senior Obligations" means (i) the Senior Indebtedness (as defined in the P&A Intercreditor Agreement), (ii) the Senior Obligations (as defined in the Ultimates Intercreditor Agreement), and (iii) the Production Loan Obligations (as defined in each of the Production Intercreditor Agreements and Production Loan Agreements).

"Specified Collateral" has the meaning set forth in the P&A Security Agreement, which has been filed with the Bankruptcy Court in connection with the Bankruptcy Cases at ECF No. 318.

"Tax Authority" means any Governmental Body or employee thereof charged with the administration of any Law relating to Taxes.

"Tax Return" means all returns, declarations, reports, estimates, information returns and statements required to be filed in respect of any Taxes (including any attachments thereto or amendments thereof and all supporting work papers relating to any of the foregoing).

"Taxes" means: (i) all federal, state, local or foreign taxes, charges or other assessments, including all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes; (ii) any item described in clause (i) for which a taxpayer is liable as a transferee or successor, by reason of being a member of an affiliated, consolidated, combined or unitary group or the regulations under Section 1502 of the Code, or by contract, indemnity or otherwise; and (iii) all interest, penalties, fines, additions to tax or additional amounts imposed by any Tax Authority in connection with any item described in clause (i) or (ii).

"Term A Loans" has the meaning ascribed to such term in the Term Loan Agreement.

"Term A-1 Loans" has the meaning ascribed to such term in the Term Loan Agreement.

"Term Loan Agreement" means that certain Financing Agreement, dated as of May 30, 2012, by and among Relativity Media LLC and certain of its subsidiaries as Borrowers, Relativity Holdings LLC as Guarantor, the Lenders party thereto, Cortland Capital Market Services LLC as Administrative Agent and Collateral Agent and CB Agency Services, LLC as Origination Agent, as amended from time to time.

"Term B Loans" has the meaning ascribed to such term in the Term Loan Agreement.

"Ultimates Intercreditor Agreement" means that certain Subordination and Intercreditor Agreement, dated as of September 25, 2012, by and among CIT Bank, N.A., formerly known as OneWest Bank, N.A., as Administrative Agent for the Senior Creditors (as defined therein), Cortland Capital Market Services LLC, as Administrative Agent and Collateral Agent for the Second Lien Lenders (as defined therein), Manchester Securities Corp., and Manchester Library Company LLC, as may be amended, modified or supplemented from time to time.

1.2 Terms Defined Elsewhere in this Agreement. For purposes of this Agreement, the following terms have meanings set forth in the sections indicated:

Term	Section
2014 Financial Statements	5.5
Acquired Entities	2.1(b)(xi)
Acquired Seller	2.1(b)(xii)
Agreement	Preamble
Allocation Notice of Objection	11.2(a)
Antitrust Division	8.4(a)
Antitrust Laws	8.4(b)
Antitrust Order	8.4(b)
Assumed Liabilities	2.3
Auction Date	7.1
Bankruptcy Cases	Recitals
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Business	Recitals
Chapter 11 Deposits	2.2(c)
Closing	4.1
Closing Date	4.1
Company	Preamble
Copyrights	1.1 ("Intellectual Property")
Credit Bid Consideration	3.1(c)
Cure Amounts	2.6
Deposits	2.1(b)(i)
Employee Benefit Plans	5.13(a)
Excluded Assets	2.2
Excluded Liabilities	2.5
Expense Reimbursement	7.2
Final Allocation Statement	11.2(a)
Financial Statements	5.6
FTC	8.4(a)
Interim Financial Statements	5.5
Multiemployer Plan	9.5(a)
Necessary Consent	2.7(a)
Note Cap	2.4(e)(iv)
Original APA	Recitals
Patents	1.1 ("Intellectual Property")
Periodic Non-Income Taxes	11.3(a)
Petition Date	Recitals

Term	Section
Pre-Closing Straddle Period	11.3(b)
Proposed Allocation Statement	11.2(a)
Proposed Transaction	1.1 (“Competing Transaction”)
Purchase Price	3.1
Purchased Assets	2.1(b)
Purchaser	Preamble
Purchaser Guild Calculation	2.4(b)(i)
Real Property Lease	5.5
Referee	2.4(e)(iii)
Rights Offering	8.10
Seller or Sellers	Preamble
Straddle Period	11.3(b)
Termination Date	4.4(a)
Trade Secrets	1.1 (“Intellectual Property”)
Trademarks	1.1 (“Intellectual Property”)
Transfer Taxes	11.1
Transferred Employees	9.1

1.3 Other Definitional and Interpretive Matters. (a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation will apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded.

(ii) Dollars. Any reference in this Agreement to $ will mean U.S. dollars.

(iii) Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to in this Agreement are hereby incorporated in and made a part of this Agreement as if set forth in full in this Agreement. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein will be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender will include all genders, and words imparting the singular number only will include the plural and vice versa.

(v) Headings. The division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and will not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any “Section” are to the corresponding Section of this Agreement unless otherwise specified.

(vi) Herein. The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Including. The word "including" or any variation thereof means "including, without limitation," and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as jointly drafted by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

II. PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets. (a) On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser will (or will cause its designated Affiliate or Affiliates to) purchase, acquire and accept from Sellers, and Sellers will sell, transfer, convey and deliver to Purchaser (or its designated Affiliate or Affiliates), all of Sellers' right, title and interest in, to and under the Purchased Assets, free and clear of all Liens (other than (i) Liens created by Purchaser (or its designated Affiliate or Affiliates), (ii) Permitted Exceptions and (iii) Liens expressly assumed by Purchaser (or its designated Affiliate or Affiliates) as Assumed Liabilities under this Agreement).

(b) The term "Purchased Assets" means all of Sellers' business, assets, properties, contractual rights, goodwill, going concern value, rights and claims used or held for use in the Business (other than the Excluded Assets) as of the Closing, including:

(i) all deposits (including customer deposits and security deposits for rent, electricity, telephone or otherwise) and prepaid charges and expenses of Sellers related to the Business, in each case to the extent utilizable by Purchaser as of or after the Closing ("Deposits"), other than Chapter 11 Deposits;

(ii) [intentionally omitted];

(iii) the Equipment;

(iv) accounts receivable related to the Business;

(v) the Purchased Intellectual Property;

(vi) the Purchased Contracts;

(vii) all Documents, including Documents relating to products, services, marketing, advertising, promotional materials, personnel files for Transferred Employees and all files, customer files and documents (including credit information), supplier lists, records, literature and correspondence, but excluding any Documents primarily related to an Excluded Asset; provided, however, that Sellers may retain copies of all Documents;

(viii) all Permits used or held for use by Sellers in the Business to the extent assignable;

(ix) all cash (including undeposited checks and uncleared checks) and cash equivalents, except for any amounts remaining in the DIP Account that are required to fund wind-down expenses in accordance with the Business Plan and Budget;

(x) the Relativity Media 401(k) Plan;

(xi) any shares of capital stock or other equity interest of any direct subsidiary (other than a Seller) of any of the Sellers that relates to the Business (the "Acquired Entities"), including those subsidiaries listed on Schedule 2.1(b)(x) (and, as a result of acquiring the Acquired Entities, any direct or indirect subsidiary of such Acquired Entity, which shall also be deemed an "Acquired Entity" hereunder for purposes of Section 4.4(j) and Article V), or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of such subsidiaries;

(xii) any shares of capital stock or other equity interest of any Seller designated as a Purchased Asset pursuant to Section 2.7(d) (an "Acquired Seller") or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of such Acquired Seller;

(xiii) all goodwill and other intangible assets associated with the Business, including goodwill associated with the Purchased Intellectual Property;

(xiv) all rights under or arising out of all insurance policies relating to the Business or the Purchased Assets, unless non-assignable as a matter of Law; and

(xv) any assets of Sellers designated as Purchased Assets on Schedule 2.1(b).

2.2 Excluded Assets. Nothing contained in this Agreement will be deemed to constitute an agreement to sell, transfer, assign or convey the Excluded Assets to

Purchaser, and Sellers will retain all right, title and interest to, in and under the Excluded Assets. The term "Excluded Assets" means:

(a) any cash remaining in the DIP Account that is required to fund wind-down expenses in accordance with (i) the Business Plan and Budget plus (ii) as is reasonably necessary to fund necessary wind-down expenses; provided that any such expenses described in clause (ii) of this subsection (a) are subject to the prior approval of Purchaser, to be granted or withheld in Purchaser's sole discretion;

(b) any minute books, stock ledgers, corporate seals and stock certificates of Sellers (other than Acquired Sellers), books and records that Sellers (other than Acquired Sellers) are required by Law to retain, and Tax Returns of the Sellers (other than Acquired Sellers); provided, however, that Sellers will deliver to Purchaser at Closing copies of any portions of such retained books and records related to the Business or any of the Purchased Assets and Sellers (other than Acquired Sellers) and agree to preserve such records in accordance with Section 8.6;

(c) all postpetition adequate assurance deposits provided to utilities and any deposits provided to suppliers or service providers to Sellers on a prepetition or postpetition basis, or any retainers or other deposits with such professionals (collectively, the "Chapter 11 Deposits");

(d) any assets of Sellers designated as Excluded Assets on Schedule 2.2(d);

(e) refunds, credits and rebates of Taxes that are not related to the Purchased Assets or the Business for any period or portion thereof prior to or ending on the Closing Date; provided, for the avoidance of doubt, Purchased Assets shall not include any refunds, credits or rebates of taxes that constitute collateral for any loan under a Production Loan Agreement.

(f) all rights in or to assets leased by Sellers except to the extent the Liabilities under the associated lease are assumed by Sellers and such lease is assigned to Purchaser;

(g) all Employee Benefit Plans, other than the Relativity Media 401(k) Plan and subject to Section 2.7(e);

(h) any shares of capital stock or other equity interest of any Seller (other than an Acquired Seller and other than any shares of capital stock or other equity interest of any Seller owned directly or indirectly by such Acquired Seller), any subsidiary of the Company designated as an Excluded Asset pursuant to Section 2.7(d) or any subsidiary of the Company that does not relate to the Business or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of such Person; and

(i) all causes of action.

2.3 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser will (or will cause its designated Affiliate or Affiliates to) assume, effective as of the Closing, and will timely perform and discharge in accordance with their respective terms, only the following Liabilities (collectively, the "Assumed Liabilities"):

(a) all Accounts Payable;

(b) all Liabilities of Sellers under the Purchased Contracts that arise from and after the Closing;

(c) any cure amounts that Purchaser is required to pay pursuant to Section 2.6;

(d) all Transfer Taxes;

(e) all Liabilities that Purchaser has agreed to assume, pay or discharge pursuant to this Agreement, as well as all Liabilities arising out of the Purchased Assets from and after the Closing;

(f) (i) the Pre-Existing Guild Liens, if any, (ii) the Post-Closing Guild Liens applicable to the Covered Pictures and (iii) the applicable Post-Closing Guild Claims, Post-Closing FMSMF Claims, Post-Closing AFM Claims and Post-Closing Equity (UK) Claims concerning those Covered Pictures that are subject to collective bargaining agreements with certain of the Guilds, FMSMF, AFM or Equity (UK), as applicable; provided, however, that upon timely delivery by Purchaser of the Guild Closing Items, all Pre-Existing Guild Claims shall be satisfied and discharged in accordance with the Guild Note;

(g) all Liabilities arising out of or related to the Relativity Media 401(k) Plan; and

(h) those Liabilities of Sellers designated as Assumed Liabilities on Schedule 2.3(h).

2.4 Treatment of Guild Claims.

(a) At the Closing, Purchaser shall execute and deliver assumption agreements with the Guilds in the standard form found in each applicable collective bargaining agreement, by which Purchaser shall agree, for the benefit of each of the Guilds in connection with the Covered Pictures applicable thereto and acquired by Purchaser to pay required contributions with respect to the Covered Pictures only that relate to time periods that occur and monies collected by or credited to Purchaser and first accruing after the Closing, to observe all other assumed obligations only in connection with the applicable Covered Pictures that relate to monies collected by or credited to Purchaser and time periods after the Closing. Each such assumption agreement shall include a schedule specifying all pictures covered by the corresponding Guilds. In connection with all unproduced written materials subject to a WGA collective

bargaining agreement, Purchaser or its designated transferee shall execute a standard-form WGA Literary Material Assumption Agreement.

(b) The applicable Pre-Existing Guild Liens shall be retained as to each applicable Covered Picture purchased by Purchaser to secure performance by Purchaser in connection with Post-Closing Guild Claims with respect to that applicable Covered Picture.

(c) At the Closing, Purchaser shall deliver to the Guilds, or their designee(s):

(i) each applicable Guild Assumption Agreement;

(ii) the respective Guild Releases; and

(iii) the respective Post-Closing Guild Liens.

(d) Purchaser shall grant no new lien on the applicable Purchased Assets senior to each applicable Post-Closing Guild Lien.

(e) Amount of Guild Note.

(i) As promptly as practicable, but no more than 60 days following the Closing Date, Purchaser shall deliver to the Guilds a notice setting forth Purchaser's calculation of the aggregate amount of the Pre-Existing Guild Claims (the "Purchaser Guild Calculation"), together with reasonable detail with respect to such calculation as may be appropriate to support the calculations set forth therein.

(ii) If the Guilds disagree with the Purchaser Guild Calculation, they may, within 30 days after their receipt of the Guild Calculation, deliver a written notice to Purchaser reasonably detailing such disagreement and setting forth the Guild's calculation of such disputed amount(s). Any such notice shall specify all items or amounts with which the Guilds disagree, and the Guilds shall be deemed to have agreed with all other items and amounts contained in the Guild Calculation, which agreement shall be final and binding upon, and nonappealable by, the Guilds and Purchaser with respect to such undisputed amounts.

(iii) If a notice of disagreement is delivered in accordance with this Section 2.4(e), the Guilds and Purchaser shall, during the 30 days following such delivery, seek in good faith to reach agreement on the disputed items or amounts in order to determine the aggregate amount of the Pre-Existing Guild Claims. At the end of such period, if the Guilds and Purchaser are unable to reach such agreement, they shall promptly thereafter appoint and retain, an arbitrator to be mutually agreed (the "Referee") to review the relevant portions of this Agreement, the Purchaser Guild Calculation and the disputed items or amounts for the

purpose of calculating the aggregate amount of the Pre-Existing Guild Claims. In making such calculation, the Referee shall be instructed to consider only those items or amounts in the Purchaser Guild Calculation that the Guilds included in their notice of disagreement and as to which there remains a disagreement. The Referee shall be instructed to deliver to the Guilds and Purchaser, as promptly as practicable (but in no event later than 30 days from the date of engagement of the Referee), a report setting forth its calculation of the aggregate amount of the Pre-Existing Guild Claims; provided, however, that the Referee may not assign a value to any item greater than the greatest value for such item claimed by either party or less than the smallest value for such item claimed by one of the parties, in the case of Purchaser, in the Purchaser Guild Calculation or in the case of the Guilds, in the notice of disagreement delivered in accordance with this Section 2.4(e). Such report shall be final and binding upon, and non-appealable by, the Guilds and Purchaser. The costs and expenses of the Referee shall be borne in the same proportion that the aggregate dollar amount of such remaining disputed items so submitted to the Referee that are unsuccessfully disputed by Purchaser, on the one hand, and the Guilds, on the other hand, as finally determined by the Referee, bears to the total dollar amount of such remaining disputed items so submitted. Each of Sellers, Purchaser and the Guilds shall afford reasonable access to their respective personnel, properties, books and records for any purpose relating to calculation of the aggregate amount of the Pre-Existing Guild Claims contemplated by this Section 2.4(e).

(iv) Promptly following the final determination of the aggregate amount of the Pre-Existing Guild Claims pursuant to this Section 2.4(e), Purchaser shall issue the Guild Note to the Guilds. Notwithstanding anything in this Agreement to the contrary, the amount of the Guild Note will not exceed an amount equal to (i) $25 million minus (ii) the amount of any Pre-Existing Guild Claims satisfied between the Petition Date and Closing (the "Note Cap") and, in the event that Purchaser and the Guilds agree, or the Referee finds, that the aggregate amount of the Pre-Existing Guild Claims is greater than the Note Cap, the amount of the Guild Note will be equal to the Note Cap. Notwithstanding the foregoing, if there is a material increase in the number of Covered Pictures at the time of Closing, as compared with the list of Covered Pictures understood as of August 10, 2015, the Note Cap will be increased solely by the amount of Pre-Existing Guild Claims, as finally determined pursuant to this Section 2.4(e), associated with such additional Covered Pictures.

(f) Upon timely receipt by each Guild, as applicable, of Guild Closing Items, and except as applicable pursuant to each Guild Closing Item: (i) the Guilds shall release the Sellers, the Sellers' bankruptcy estates, and all of their affiliates of all liability in connection with all Pre-Existing Guild Claims; (ii) the Guilds shall release the Sellers, the Sellers' bankruptcy estates, and all of their affiliates of any liability in connection with all Post-Closing Guild Claims; and (iii) the Guilds will have no claim

against the Purchased Assets except as applicable through the Guild Closing Items. These releases do not extend to any entity not party to this Agreement and any of their affiliates that is otherwise obligated to pay residuals in connection with rights in Covered Pictures or in Sellers' pictures that are not transferred to Purchaser.

(g) The Guilds shall retain sole discretion concerning allocation of the Guild Payment as between and among each Guild, and as among each of the Covered Pictures.

(h) Purchaser and Sellers will provide the Guilds with reasonably prompt written notice of any designation of rights in motion pictures as Excluded Assets or Purchased Assets, as applicable.

2.5 Excluded Liabilities. Purchaser will not assume and will be deemed not to have assumed, and Sellers will remain liable with respect to, any Liabilities of Sellers other than the Assumed Liabilities (such other Liabilities, the "Excluded Liabilities"), including:

(a) all Liabilities arising out of Excluded Assets;

(b) all Liabilities under the Purchased Contracts that arise before the Closing;

(c) all Liabilities of any Seller arising under this Agreement;

(d) all Liabilities arising out of or related to Employee Benefit Plans, other than as specified herein for benefit plans associated with the Guilds, and for the Relativity Media 401(k) Plan and subject to Section 2.7(e); and

(e) any Liability arising out of or related to the Purchased Assets or the Business related to facts or actions occurring or accruing prior to the Closing that is not expressly included among the Assumed Liabilities.

2.6 Cure Amounts. Pursuant to section 365 of the Bankruptcy Code, Sellers will, effective as of Closing, assume the Purchased Contracts (to the extent not previously assumed) and assign the Purchased Contracts to Purchaser (or its designated Affiliate or Affiliates), and Purchaser (or its designated Affiliate or Affiliates) will assume all Liabilities pursuant to the Purchased Contracts. Without limitation to the condition set forth in Section 10.1(f), the cure amounts necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Purchased Contracts (as ultimately determined by the Bankruptcy Court, the "Cure Amounts") will be paid by Purchaser (to the extent not paid by Sellers prior to Closing), as and when finally determined by the Bankruptcy Court pursuant to the procedures set forth in the Sale Order, and not by Sellers, and Sellers will have no liability for any Cure Amounts. After the Closing, Purchaser shall have the right to control, and Sellers shall reasonably cooperate with the Purchaser in connection with, the prosecution of any litigation relating to the final determination of Cure Amounts.

2.7 Non-Assignment of Assets. (a) Notwithstanding any other provision of this Agreement to the contrary, this Agreement will not constitute an agreement to assign or transfer and will not effect the assignment or transfer of any Purchased Asset if (i) an attempted assignment thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any third party thereto (each such action, a "Necessary Consent"), would constitute a breach thereof or in any way adversely affect the rights of Purchaser thereunder and (ii) the Bankruptcy Court has not entered an Order providing that such Necessary Consent is not required. In such event, Sellers and Purchaser will use their reasonable best efforts to obtain the Necessary Consents with respect to any such Purchased Asset or any claim or right or any benefit arising thereunder for the assignment thereof to Purchaser as Purchaser may reasonably request; provided, however, that Sellers will not be obligated to pay any consideration therefor to any third party from whom consent or approval is requested. If such Necessary Consent has not been obtained, or if an attempted assignment thereof would be ineffective or would adversely affect the rights of any Seller thereunder so that Purchaser would not in fact receive all such rights, such Seller and Purchaser will cooperate in a mutually agreeable arrangement, to the extent feasible and at no expense to such Seller, under which Purchaser would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, including subcontracting, sub-licensing or sub-leasing to Purchaser, or under which such Seller would enforce for the benefit of Purchaser with Purchaser assuming such Seller's obligations and any and all rights of such Seller against a third party thereto. The Sellers shall hold in trust for, and pay to Purchaser promptly upon receipt thereof, all income, proceeds and other monies received by the Sellers derived from their use of any such Purchased Asset or any claim or right or any benefit arising thereunder. Once any such Necessary Consent is obtained, the Sellers shall promptly transfer, assign, convey and deliver such Purchased Asset and all claims, right and benefits arising thereunder at no additional cost to Purchaser.

(b) Subject to Section 2.7(a), if after the Closing (i) Purchaser or any of its subsidiaries holds any Excluded Assets or Excluded Liabilities or (ii) any Seller or any of their subsidiaries holds any Purchased Assets or Assumed Liabilities, Purchaser or the applicable Seller, will promptly transfer (or cause to be transferred) such assets or assume (or cause to be assumed) such Liabilities to or from (as the case may be) the other party. Prior to any such transfer, the party receiving or possessing any such asset will hold it in trust for such other party.

(c) Notwithstanding anything in this Agreement to the contrary, (i) at any time prior to the date that is five Business Days prior to the Closing Date, Purchaser will be entitled, in its sole discretion, to designate any Contract of Sellers as an Excluded Asset by providing written notice thereof to Sellers and any Contract so added will be deemed to be an "Excluded Asset" (and not a "Purchased Contract") for all purposes hereunder and (ii) at any time prior to the date that is five Business Days prior to the Closing Date, Purchaser will be entitled, in its sole discretion, to request Sellers to add to the list of Purchased Contracts any Contract used or held for use in or related to the Business to which any Seller is a party that has been made available to Purchaser by providing written notice thereof to Sellers, and any Contract so added will constitute

a Purchased Asset. Sellers will give written notice to Purchaser prior to the submission by any Seller of any motion in its Bankruptcy Case or the Bankruptcy Cases to reject any Contract used or held for use in the Business; provided that in no event will any Seller reject or seek to reject any Contract used or held for use in the Business prior to the Closing Date unless prior written approval has been obtained from Purchaser; and provided, further, that Sellers will not reject or seek to reject any Contract which is a Purchased Contract. For the avoidance of doubt, Purchaser will not be entitled to add to the list of Purchased Contracts any Contract that exclusively relates to an Excluded Asset.

(d) Notwithstanding anything in this Agreement to the contrary, (i) at any time prior to the date that is at least 15 Business Days prior to the Closing Date, Purchaser will be entitled, in its sole discretion, to designate shares of capital stock or other equity interest of any Seller, other than the Sellers listed on Schedule 2.7(d), as a Purchased Asset by providing written notice thereof to Sellers and such shares and interests will be deemed to be a "Purchased Asset" (and not an "Excluded Asset") for all purposes hereunder and (ii) at any time prior to the date that is at least 15 Business Days prior to the Closing Date, Purchaser will be entitled, in its sole discretion, to designate shares of capital stock or other equity interest of any subsidiary of the Company, as an Excluded Asset by providing written notice thereof to Sellers and such shares and interests will be deemed to be an "Excluded Asset" (and not a "Purchased Asset") for all purposes hereunder; provided, however, despite any election made pursuant to clause (i) or (ii) of this Section 2.7(d), no such election shall be effective if the Company reasonably determines that implementing such election would have a material adverse tax effect on the Company or any direct or indirect member of the Company and the Company notifies Purchaser of such determination in writing within ten Business Days after receiving notice of any such election.

(e) Notwithstanding anything in this Agreement to the contrary, at any time prior to the date that is five Business Days prior to the Closing Date, Purchaser will be entitled, in its sole discretion, to designate any Employee Benefit Plan as a Purchased Asset, and any Liabilities arising therefrom or related thereto as Assumed Liabilities, by providing written notice thereof to Sellers, and such Employee Benefit Plan will be deemed to be a "Purchased Asset" (and not an "Excluded Asset") for all purposes hereunder and such Liabilities will be deemed to be "Assumed Liabilities" (and not "Excluded Liabilities") for all purposes hereunder.

2.8 Further Conveyances and Assumptions. From time to time following the Closing, Sellers and Purchaser will, and will cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement and to assure fully to each Seller and its Affiliates and their successors and assigns, the assumption of the liabilities and obligations intended to be assumed by Purchaser under this Agreement, and to otherwise make effective the Proposed Transaction.

2.9 Transaction Structure. From and after the date of this Agreement and prior to the Closing, the parties hereto will cooperate in good faith and consider seriously all proposals of the other parties with respect to modifications to the structure and terms of the Proposed Transaction to minimize any adverse tax implications to any Seller, the Company or any direct or indirect member of the Company with respect to the Proposed Transaction, including proposals to facilitate an election by one or more Sellers to be classified as a corporation for income tax purposes in accordance with applicable Law; provided, however, that no party will be obligated to agree to any such modifications.

III. CONSIDERATION

3.1 Consideration. The aggregate consideration for the Purchased Assets (the "Purchase Price") will be:

(a) the discharge in full of all amounts outstanding and obligations under the DIP Loan Agreement, including the principal amount of indebtedness and interest accrued as of the Closing Date, plus any penalty or pre-payment fees, owed under the DIP Loan Agreement;

(b) the discharge in full of all amounts outstanding and obligations under Term A Loans and Term A-1 Loans, including the principal amount of indebtedness and interest accrued as of the Closing Date, plus any penalty or pre-payment fees, owed under Term A Loans and Term A-1 Loans;

(c) the discharge of a portion of the principal amount outstanding and obligations under Term B Loans, such that the aggregate amount of funds discharged under clauses (a), (b) and (c) of this Section 3.1 is equal to $250,000,000 (such aggregate amount, the "Credit Bid Consideration");

(d) an amount in cash equal to $3.171 million, allocated solely for the benefit of the Post-Release P&A Lenders, in exchange for all of Seller's right, title and interest in the film *Beyond the Lights;*

(e) an amount in cash allocated solely for the benefit of the Senior Lenders sufficient to cause the payment in full of the Senior Obligations with respect to relevant Purchased Assets, if any, under each of the Intercreditor Agreements and the Production Loan Agreement; and

(f) the assumption of the Assumed Liabilities.

3.2 Payment of the Credit Bid Consideration. On the Closing Date, Purchaser will satisfy the Credit Bid Consideration by:

(a) releasing Seller from the Indebtedness under the DIP Loan Agreement and any other documents or agreements entered into in connection therewith in an amount equal to all amounts outstanding thereunder;

(b) releasing Seller from the Indebtedness under Term A Loans and Term A-1 Loans and any other documents or agreements entered into in connection therewith in an amount equal to all amounts outstanding thereunder; and

(c) releasing Seller from Indebtedness under Term B Loans and any other documents or agreements entered into in connection therewith in an amount equal to (i) the Credit Bid Consideration, minus (ii) the sum of (A) the amount of Indebtedness discharged pursuant to Section 3.2(a) and (B) the amount of Indebtedness discharged pursuant to Section 3.2(b), which amount shall be payable by means of a dollar-for-dollar credit against the principal face amount of such Indebtedness.

3.3 Apportionments. (a) To the extent the following (and credits therefor to the extent paid prior to the Closing Date) relate to or arise from a Purchased Contract or a location that is subject to a Real Property Lease assumed by Purchaser, in each case for a period that begins prior to the Closing Date and ends after the Closing Date, such expenses (and credits) are to be apportioned between Sellers, on the one hand, and Purchaser, on the other hand, as of midnight on the Closing Date:

(i) rent for the month in which the Closing Date occurs;

(ii) annual utility assessments, water meter charges, and sewer rents, if any, on the basis of the year for which assessed; and

(iii) charges and fees payable for telephone services, water, heat, steam, electric power, gas and other utilities, at the price charged by the suppliers, including any taxes thereon and based upon applicable meter readings, where available, made on or immediately prior to or immediately after the Closing Date.

(b) If, after apportioning the foregoing expenses, a party has borne more than its allocable share of such expenses, the other parties will promptly make the appropriate compensating payment(s) to such party.

IV. CLOSING AND TERMINATION

4.1 Closing Date. Subject to the satisfaction of the conditions set forth in Sections 10.1, 10.2 and 10.3 hereof (or the waiver thereof by the party entitled to waive that condition), the closing of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities provided for in Article II (the "Closing") will take place at the offices of Jones Day located at 555 South Flower Street, Los Angeles, California at 10:00 a.m. (Los Angeles time) on the date that is two Business Days following the satisfaction or waiver of the conditions set forth in Article X (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other time or place as may be agreed in writing by the parties hereto. The date on which the Closing is held is referred to in this Agreement as the "Closing Date." For accounting purposes, the Closing shall be deemed to occur at 12:01 a.m. (local time) on the Closing Date.

4.2 Deliveries by Sellers. At the Closing, Sellers will deliver:

(a) to Purchaser (or its designated Affiliate or Affiliates), one or more duly executed bills of sale in a form to be agreed upon by the parties hereto;

(b) to Purchaser (or its designated Affiliate or Affiliates), one or more duly executed assignment and assumption agreements in a form to be agreed upon by the parties hereto and duly executed assignments of the registered U.S. Trademarks and Patents included in the Purchased Intellectual Property, in a form suitable for recording in the U.S. Patent and Trademark Office and duly executed assignments of registered copyrights included in the Purchased Intellectual Property in a form suitable for recording in the U.S. Copyright Office;

(c) to Purchaser (or its designated Affiliate or Affiliates), the officer's certificate required to be delivered pursuant to Sections 10.1(a) and 10.1(b);

(d) to Purchaser (or its designated Affiliate or Affiliates), affidavits executed by each Seller that such Seller is not a foreign person within the meaning of Section 1445(f)(3) of the Code;

(e) to Purchaser (or its designated Affiliate or Affiliates), a certified copy of the Sale Order; and

(f) to Purchaser (or its designated Affiliate or Affiliates), all other instruments of conveyance and transfer, in form and substance reasonably acceptable to Purchaser, as may be necessary to convey the Purchased Assets to Purchaser (or its designated Affiliate or Affiliates).

4.3 Deliveries by Purchaser. At the Closing, Purchaser (or its designated Affiliate or Affiliates) will deliver:

(a) to the Company, on behalf of Sellers, evidence, in form and substance reasonably acceptable to the Sellers, of cancellation of that portion of its indebtedness calculated in accordance with Sections 3.2(a) through (c); and

(b) to the Company, on behalf of Sellers, one or more duly executed assignment and assumption agreements in a form to be agreed upon by the parties hereto;

(c) to the Company, on behalf of Sellers, the officer's certificate required to be delivered pursuant to Sections 10.2(a) and 10.2(b);

(d) to the Company, on behalf of Sellers, such other documents, instruments and certificates as Sellers may reasonably request;

(e) to AFM, FMSMF, or their respective designee(s), each applicable AFM Assumption Agreement;

(f) to Equity (UK), or its designee(s), each applicable Equity (UK) Assumption Agreement;

(g) to the Sellers, for the sole benefit of the Post-Release P&A Lenders, amounts in accordance with Section 3.1(d), which shall be paid by wire transfer of immediately available funds; and

(h) to the Senior Lenders, amounts in accordance with Section 3.1(e), which shall be paid by wire transfer of immediately available funds.

4.4 Termination of Agreement. This Agreement may be terminated prior to the Closing as follows:

(a) by Purchaser or Sellers, if the Closing has not occurred by the close of business on October 20, 2015 (the "Termination Date"); provided that if the Closing has not occurred on or before the Termination Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser or a Seller, then the breaching party may not terminate this Agreement pursuant to this Section 4.4(a);

(b) by mutual written consent of Sellers and Purchaser;

(c) by Purchaser, if Sellers breach any representation or warranty or any covenant or agreement contained in this Agreement, such breach would result in a failure of a condition set forth in Sections 10.1 or 10.3 and such breach has not been cured by the earlier of (i) 20 calendar days after the giving of written notice by Purchaser to Sellers of such breach and (ii) the Termination Date;

(d) by Sellers, if Purchaser breaches any representation or warranty or any covenant or agreement contained in this Agreement, such breach would result in a failure of a condition set forth in Sections 10.2 or 10.3 and such breach has not been cured by the earlier of (i) 20 calendar days after the giving of written notice by Sellers to Purchaser of such breach and (ii) the Termination Date;

(e) by Sellers or Purchaser if there is in effect a final non-appealable Order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Proposed Transaction; it being agreed that the parties hereto will promptly appeal any adverse determination which is not non-appealable and pursue such appeal with reasonable diligence;

(f) by Purchaser, if (i) the Sellers consummate a Competing Transaction, (ii) the Bankruptcy Court approves, or authorizes the Sellers or any of their Affiliates to enter into, a Competing Transaction and Purchaser is not the Alternate Bidder, or (iii) the Auction concludes and Purchaser is not the successful bidder at the Auction or the Alternate Bidder;

(g) by Purchaser, if the Sellers shall not have commenced the Auction on or before October 1, 2015;

(h) by Purchaser, if the Sale Order shall not have been entered by the Bankruptcy Court in form and substance satisfactory to Purchaser on or before the day following the Sale Hearing;

(i) by Purchaser, if the Sale Order shall not have become a Final Order on or before the 15th day after the Sale Hearing;

(j) by Purchaser, if any secured creditor identified on Schedule 4.4(j) obtains relief from the automatic stay provided by section 362 of the Bankruptcy Code to foreclose on any equity interests that are Purchased Assets, or if any such secured creditor takes any material, adverse action (including, without limitation, the imposition of any non-consensual liens or security interests) with respect to any of the Purchased Assets or the assets of any Acquired Entity;

(k) by Sellers or Purchaser, if (i) the Bankruptcy Court enters an Order appointing a trustee, examiner with expanded powers or responsible officer in the Bankruptcy Cases, (ii) the Bankruptcy Cases are converted into cases under chapter 7 of the Bankruptcy Code, or (iii) the Bankruptcy Cases are dismissed; provided that if any of the foregoing occurs as the result of a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser or a Seller, then the breaching party may not terminate this Agreement pursuant to this Section 4.4(k);

(l) by Purchaser, if an "Event of Default" under and as defined in the DIP Loan Agreement has occurred and is continuing; or

(m) by Purchaser, pursuant to Section 8.8.

4.5 Procedure Upon Termination. In the event of termination pursuant to Section 4.4, written notice thereof will forthwith be given to the other party or parties, and this Agreement will terminate, and the purchase of the Purchased Assets hereunder will be abandoned, without further action by Purchaser or Sellers.

4.6 Effect of Termination. In the event that this Agreement is validly terminated as provided in this Agreement, then each of the parties will be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination will be without liability to Purchaser or Sellers; provided, however, that the provisions of this Section 4.6 and Article XII (other than Section 12.3) of this Agreement and, to the extent necessary to effectuate the foregoing enumerated provisions, Section 1.1 of this Agreement, will survive any such termination and will be enforceable hereunder; provided, further, that nothing in this Section 4.6 will be deemed to release any party from liability for any breach of its obligations under this Agreement or fraud.

V. REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller hereby jointly and severally represents and warrants to Purchaser as follows. For purposes of this Article V, "Acquired Entities" means only those entities of

which fifty percent (50%) or more of the outstanding voting securities (or in the case of a partnership, fifty percent (50%) or more of the general partnership interests) are on the date of this Agreement are directly or indirectly owned by any Seller; provided, however, that for the purposes of Section 5.10, the foregoing "fifty percent (50%) or more" will be deemed to be "more than fifty percent (50%)".

5.1 Organization and Good Standing. Each Seller is an entity duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization and, subject to the limitations imposed on such Seller as a result of having filed a petition for relief under the Bankruptcy Code, has the requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted. Each Seller is duly qualified or licensed to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary for the operation of the Business as now conducted, except where the failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.2 Authorization of Agreement. Subject to entry of the Bidding Procedures Order and the Sale Order and such other authorization as is required by the Bankruptcy Court, each Seller has the requisite power and authority to execute and deliver this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and to perform its respective obligations hereunder and thereunder. The execution and delivery of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and the consummation of the Proposed Transaction and thereby have been duly authorized by all requisite corporate action on the part of each Seller. This Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party has been duly and validly executed and delivered by each Seller and (assuming the due authorization, execution and delivery by the other parties hereto and the entry of the Bidding Procedures Order and the Sale Order) this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party constitutes legal, valid and binding obligations of each Seller enforceable against such Seller in accordance with its respective terms, subject to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

5.3 Conflicts; Consents of Third Parties. (a) Except as set forth on Schedule 5.3(a), the execution and delivery by each Seller of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party, the consummation of the Proposed Transaction and thereby and compliance by such Seller with any of the provisions of this Agreement do not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of (i) the certificate or articles of formation and operating agreement and by-laws or comparable organizational documents of any Seller or any Acquired Entity; (ii) subject to entry of the Bidding Procedures Order and the Sale Order, any Contract or Permit to which any Seller or any Acquired Entity is a party or by which any of the properties or assets of any Seller or

any Acquired Entity are bound; (iii) subject to entry of the Bidding Procedures Order and the Sale Order, any Order of any Governmental Body applicable to such Seller or any of the properties or assets of any Seller or any Acquired Entity as of the date of this Agreement; or (iv) subject to entry of the Bidding Procedures Order and the Sale Order, any applicable Law, other than, in the case of clauses (ii), (iii) and (iv), such conflicts, violations, defaults, terminations or cancellations that would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

(b) Except as set forth on Schedule 5.3(b) and except to the extent not required if the Bidding Procedures Order and the Sale Order are entered, no consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of Sellers in connection with the execution and delivery of this Agreement or any other agreement, document or instrument contemplated hereby or thereby to which it is a party, the compliance by Sellers with any of the provisions hereof or thereof, the consummation of the Proposed Transaction or thereby or the taking by Sellers of any other action contemplated hereby or thereby, except for (i) compliance with the applicable requirements of the HSR Act, (ii) the entry of the Bidding Procedures Order and the Sale Order, and (iii) such other consents, waivers, approvals, Orders, Permits, authorizations, declarations, filings and notifications, the failure of which to obtain or make would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.4 Litigation. Except as set forth on Schedule 5.4, there are no Legal Proceedings pending or, to the Knowledge of Sellers, threatened against any Seller or any Acquired Entity, or to which any Seller or any Acquired Entity is otherwise a party before any Governmental Body, which, if adversely determined, would reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect. No Seller is subject to any Order of any Governmental Body except to the extent the same would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.5 Financial Data. Complete copies of the unaudited financial statements consisting of the consolidated balance sheet of Relativity Holdings, LLC and its subsidiaries as at December 31, 2014 and the related statements of operations and cash flow for the year then ended (the "2014 Financial Statements"), and unaudited financial statements consisting of the balance sheet of the Business as at March 31, 2015 and the related statements of operations and cash flow for the three-month period then ended (the "Interim Financial Statements" and, together with the 2014 Financial Statements, the "Financial Statements") are set forth on Schedule 5.5. The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved, subject to the absence of notes and, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments (the effect of which will not be materially adverse). The Financial Statements are based on the books and records of the Business, and fairly present the financial condition of the Business as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated. Sellers maintain a standard

system of accounting for the Business established and administered in accordance with GAAP.

5.6 Real Property. Except as set forth on Schedule 5.6, no Seller owns any real property. No Seller leases any real property used in connection with the Business other than that identified on Schedule 5.6. Schedule 5.6 lists all real property included in the Purchased Assets or leased pursuant to leases included in the Purchased Contracts (each, a "Real Property Lease"). Except as would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect: (a) there is no pending or, to the Knowledge of Sellers, threatened condemnation proceeding, administrative action or judicial proceeding of any type relating to the Real Property or other matters affecting adversely the current use, occupancy or value of the Real Property; (b) to the Knowledge of Sellers, the Real Property does not serve any adjoining property for any purpose inconsistent with the use of the Real Property, and the Real Property is not located within any flood plain or subject to any similar type of restriction for which any permits or licenses necessary to the use thereof have not been obtained; and (c) to the Knowledge of Sellers neither the current use of the Real Property nor the operation of the Business violates any instrument of record or agreement affecting the Real Property or any applicable legal requirements.

5.7 Title to Purchased Assets; Sufficiency. Sellers own the Purchased Assets and, subject to the entry of the Sale Order and except as set forth on Schedule 5.7, Purchaser will be vested with good title to such Purchased Assets, free and clear of all Liens (including any and all prepetition and postpetition adequate protection liens of the Sellers' prepetition lenders) (other than (a) Liens created by Purchaser (or its designated Affiliate or Affiliates), (b) Permitted Exceptions and (c) Liens expressly assumed by Purchaser (or its designated Affiliate or Affiliates) as Assumed Liabilities under this Agreement). The Purchased Assets constitute all of the properties used in or held for use in the Business and are sufficient for Purchaser to conduct the Business from and after the Closing Date without interruption and in the Ordinary Course of Business as it has been conducted by Sellers and their subsidiaries.

5.8 Taxes. (a) Except as set forth on Schedule 5.8(a), (i) Sellers have timely filed all Tax Returns required to be filed with respect to the Purchased Assets or the Business with the appropriate Tax Authorities in all jurisdictions in which such Tax Returns are required to be filed (taking into account any extension of time to file granted), and all such Tax Returns are correct and complete in all material respects and (ii) except as to Taxes of Sellers the payment of which is prohibited or stayed by the Bankruptcy Code, each Seller has paid all Taxes with respect to the Purchased Assets or the Business due and payable by it (whether or not such Taxes are shown on any Tax Return). During the preceding five years, no claim has been made by a Governmental Body in a jurisdiction where a Seller does not file Tax Returns that such Seller, with respect to the Purchased Assets or the Business, is or may be subject to taxation by such jurisdiction.

(b) Sellers have made available complete copies of material Tax Returns relating to the Purchased Assets or the Business relating to taxable periods that ended after December 31, 2010.

(c) Except for Taxes that are not yet due, there are no Liens for Taxes with respect to the Purchased Assets or the Business.

(d) No Tax allocation, Tax sharing or Tax indemnity or similar agreement or arrangement is in effect, in each case, with respect to the Purchased Assets or the Business, that would, in any manner, bind, obligate or otherwise restrict Purchaser.

(e) All Taxes required to be withheld with respect to any employees, independent contractors or other third parties related to the Purchased Assets or the Business have been withheld and, to the extent due and payable, have been duly and timely paid to the appropriate Governmental Body or set aside in an account for such purpose.

(f) No agreement, waiver or other document or arrangement extending or having the effect of extending the period for assessment or collection of Taxes (including, but not limited to, any applicable statute of limitation) or the period for filing any Tax Return, has been executed or filed with any Tax Authority by or on behalf of any Seller. No Seller has requested any extension of time within which to file any Tax Return, which Tax Return has since not been filed.

(g) No power of attorney with respect to any Tax matter is currently in force with respect to the Purchased Assets or the Business that would, in any manner, bind, obligate or restrict Purchaser.

(h) No Seller has executed or entered into any agreement with, or obtained any consents or clearances from, any Tax Authority, or has been subject to any ruling guidance specific to any Seller, that would be binding on Purchaser for any taxable period (or portion thereof) ending after the Closing Date.

(i) Each direct and indirect subsidiary of a Seller the equity interests of which is being transferred is, and since inception of such entity has been, either (i) disregarded as an entity separate from such Seller for U.S. federal income tax purposes or (ii) a partnership and, in the case of an entity described in this clause (ii), such entity has an election in effect under Section 754 of the Code.

5.9 Intellectual Property. Schedule 5.9 sets forth a complete and accurate list of all material Purchased Trademarks, Patents and Copyrights which are Purchased Intellectual Property. Except as limited by 11 U.S.C. § 365(c)(1)(A), to the Knowledge of Sellers, Sellers own or have valid licenses to use all Purchased Intellectual Property. The Purchased Intellectual Property comprises all of the Intellectual Property necessary for the operation of the Business as presently conducted. The Purchased Intellectual Property is subsisting, in full force and effect, and has not been cancelled, abandoned, expired or otherwise terminated. To the Knowledge of Sellers, no Person is infringing,

violating or misappropriating any of the Purchased Intellectual Property owned by the Sellers in any material respect. As of the date of this Agreement, there is no pending claim, demand, or proceeding challenging the validity, enforceability or ownership of, or the right to use, any of the Purchased Intellectual Property and, to the Knowledge of Sellers, there is no such threatened claim, demand or proceeding.

5.10 Contracts. (a) Except as set forth on Schedule 5.10, the Purchased Contracts do not include and no Seller or Acquired Entity is a party to or otherwise obligated under any Contract related to the Business that (i) provides for an annual expenditure or annual aggregate expenditures, in each case that have not been paid, by one or more Sellers in excess of $1 million, excluding purchase orders entered into in the Ordinary Course of Business and any expenditures contingent upon the Closing; (ii) provides for the sale after the date of this Agreement of any property, right or asset, other than in the Ordinary Course of Business, for consideration in excess of $1 million; (iii) constitutes a joint venture, partnership or similar Contract involving a sharing of profits or expenses; (iv) is a Contract between a Seller or an Acquired Entity, on the one hand, and any Affiliate of any Seller (other than an Acquired Entity) on the other hand; or (v) is evidence of Indebtedness in excess of $1 million.

(b) Notwithstanding any other provision of this Agreement, Purchaser acknowledges that Schedule 5.10 has been prepared based on a review of Contracts available to Seller at its headquarters. Not later than September 17, 2015, Sellers may substitute an amended Schedule 5.10 which includes additional Contracts to Schedule 5.10 as originally attached hereto, in which event such substituted Schedule 5.10 will supersede Schedule 5.10 in its entirety, provided that such substitution shall be treated as an amendment or supplement of Schedule 5.10 pursuant to Section 8.8.

5.11 Validity of Contracts. Each Contract listed on Schedule 5.10 is a valid and binding obligation of Sellers party thereto and, to the Knowledge of Sellers, the other parties thereto in accordance with its terms and conditions, except as such validity and enforceability may be limited by (a) bankruptcy, insolvency or other similar Laws affecting the enforcement of creditors' rights generally, (b) equitable principles of general applicability (whether considered in a proceeding at law or in equity) and (c) the obligation to pay Cure Amounts under Section 2.6. No event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default under or a violation of any such Contract or would cause the acceleration of any obligation of any Seller or, to the Knowledge of Sellers, any other party thereto or the creation of a Lien upon any Purchased Asset, except for such events that would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.12 Affiliate Transactions. (a) On the date of this Agreement and on the date of the Closing, except as set forth on Schedule 5.12, none of Sellers, any controlled Affiliates of Sellers or any of their respective officers, directors or employees (i) owns any direct or indirect interest of any kind in, or controls or is a director, officer, employee or partner of, or consultant to, or lender to or borrower from or has the right to participate in the profits of, any Person which is a participant in any transaction to which

any Seller or Acquired Entity is a party related to the Business or the Purchased Assets or (ii) is a party to any Purchased Contract or any Contract with any Acquired Entity.

(b) Each Purchased Contract or other arrangement between any Seller or Acquired Entity on the one hand, and any Affiliate of any Seller or Acquired Entity or any officer, director or employee of any Seller or Acquired Entity on the other hand, is on commercially reasonable terms no more favorable to the Affiliate, director, officer or employee of such Seller or Acquired Entity than what any third party negotiating on an arm's-length basis would expect.

5.13 Employee Benefits/Labor. (a) Schedule 5.13(a) lists all material Employee Benefit Plans. "Employee Benefit Plans" means (i) all "employee benefit plans," as defined in Section 3(3) of ERISA; (ii) all employment, consulting or other individual compensation Contracts; and (iii) all bonus or other incentive, equity or equity-based compensation, deferred compensation, severance pay, sick leave, vacation pay, salary continuation, disability, hospitalization, medical, life insurance, scholarship programs, plans or arrangements as to which Sellers have any obligation or liability, contingent or otherwise, for current or former employees of the Business. Schedule 5.13(a) also separately identifies any Employee Benefit Plan that is a "multiemployer plan" as defined in Section 3(37) of ERISA or a plan subject to Title IV of ERISA (a "Multiemployer Plan").

(b) True, correct and complete copies of the following documents, with respect to each of the Employee Benefit Plans (as applicable), have been made available to Purchaser: (i) any plans and related trust documents, and all amendments thereto; (ii) the most recent Forms 5500 and schedules thereto; (iii) the most recent financial statements and actuarial valuations; (iv) the most recent IRS determination or opinion letter; and (v) the most recent summary plan descriptions (including letters or other documents updating such descriptions).

(c) Each Employee Benefit Plan that is intended to be qualified under Code Section 401(a) has received a determination letter from the IRS or is entitled to rely on an opinion letter issued to a prototype sponsor as to the plan's tax-qualified status and the tax-exempt status of its accompanying trust under Code Sections 401(a) and 501(a), respectively, and, to the Knowledge of Sellers, nothing has occurred with respect to the operation of any such plan which could cause the loss of such qualification or exemption or the imposition of any liability, penalty or tax under ERISA or the Code.

(d) All contributions to the Relativity Media 401(k) Plan required by law or by the terms of such plan or any agreement relating thereto have been timely made and all contributions for any period ending on or before the Closing Date which are not yet due will have been paid or accrued on or prior to the Closing Date.

(e) Except as otherwise contemplated or provided for under the terms of this Agreement, neither the execution and delivery of this Agreement nor the consummation of the Proposed Transaction will (i) result in any payment becoming due

to any Employee (other than accrued vacation); (ii) increase any benefits otherwise payable under any Employee Benefit Plan; or (iii) result in the acceleration of the time of payment or vesting of any such benefits.

(f) Except as set forth on Schedule 5.13(f), no Seller, nor any of their respective subsidiaries, is a party to any labor or collective bargaining agreement.

(g) To the Knowledge of Sellers, none of the Sellers, nor any of their respective ERISA Affiliates, has incurred any "withdrawal liability" (within the meaning of Part 1 of Subtitle E of Title I of ERISA) under a Multiemployer Plan that has not been satisfied in full. None of the Sellers, nor any of their respective ERISA Affiliates, would incur any withdrawal liability, nor would any withdrawal liability result in any Lien on any of the Purchased Assets, in each case except as would not be reasonably likely to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.14 Bankruptcy and Litigation. Sellers have commenced their Bankruptcy Cases and are thus expected to be involved in a comprehensive process of resolving the many claims that will be asserted against them pursuant to a claims resolution process that may include litigation over such claims and Sellers' objections thereto.

5.15 Compliance with Laws; Permits. Each Seller (a) is, and since the date three years prior to the date of this Agreement has been, in compliance with all, and not subject to any Liability pursuant to any, Laws (including, without limitation, all Laws with respect to protection of the environment) applicable to the operation of the Business, except where the failure to be in compliance would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect, and (b) has all Permits which are required for the operation of the Business as presently conducted, except where the absence of which would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.16 Financial Advisors. Except as set forth on Schedule 5.16, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Sellers in connection with the Proposed Transaction and no Person is entitled to any fee or commission or like payment from Purchaser in respect thereof.

5.17 Subsidiaries. Except as set forth on Schedule 5.17, Sellers own (beneficially and of record) all of the outstanding shares of capital stock or other equity interests of the Acquired Entities, and there are no options, warrants, calls, rights or Contracts of any character to which any Seller or Acquired Entity is a party or by which any Seller or Acquired Entity is bound obligating any Acquired Entity to issue, deliver or sell, or cause to be issued, delivered or sold, shares of capital stock or other equity interests of any Acquired Entity or obligating any Seller or Acquired Entity to grant, extend or enter into any such option, warrant, call, right, commitment or agreement. Other than the Acquired Entities and the Sellers, no subsidiary of the Company is engaged in the Business or holds assets related to the Business. Each direct or indirect subsidiary of any Acquired Entity is set forth on Schedule 5.17.

5.18 No Other Representations or Warranties; Schedules. Except for the representations and warranties contained in this Article V (as modified by the Schedules hereto), none of Sellers nor any other Person makes any other express or implied representation or warranty with respect to Sellers, the Business, the Purchased Assets, the Assumed Liabilities or the Proposed Transaction, and each Seller disclaims any other representations or warranties, whether made by Sellers, any Affiliate of Sellers, or any of Sellers' or their Affiliates respective officers, directors, employees, agents or representatives. Except for the representations and warranties contained in this Article V (as modified by the Schedules hereto), each Seller (a) expressly disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Purchased Assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of conformity to models or samples of materials) and (b) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Purchaser or its Affiliates or representatives (including any opinion, information, projection, or advice that may have been or may be provided to Purchaser by any director, officer, employee, agent, consultant, or representative of Sellers or any of its Affiliates). Sellers make no representations or warranties to Purchaser regarding the probable success or profitability of the Business. The disclosure of any matter or item in any schedule hereto will not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would result in a Seller Material Adverse Effect.

VI. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Sellers that:

6.1 Organization and Good Standing. Purchaser is an entity duly organized, validly existing and in good standing under the Laws of the state of its incorporation and has the requisite limited liability company power and authority to own, lease and operate its properties and to carry on its business as now conducted.

6.2 Authorization of Agreement. Purchaser has the requisite corporate power and authority to execute and deliver this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party and the consummation of the Proposed Transaction and thereby have been duly authorized by all requisite corporate action on the part of Purchaser. This Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party has been duly and validly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto) this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party constitutes legal, valid and binding obligations of Purchaser enforceable against each such entity in accordance with its respective terms, subject to

applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

6.3 Conflicts; Consents of Third Parties. (a) The execution and delivery by Purchaser of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party, the consummation of the Proposed Transaction and thereby, or compliance by Purchaser with any of the provisions hereof or thereof do not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of (i) the certificate of formation and limited liability company agreement of Purchaser; (ii) any Contract or Permit to which Purchaser is a party or by which any of the properties or assets of Purchaser are bound; (iii) any Order of any Governmental Body applicable to Purchaser or any of the properties or assets of Purchaser as of the date hereof; or (iv) any applicable Law, other than, in the case of clauses (ii), (iii) and (iv), such conflicts, violations, defaults, terminations or cancellations that would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect.

(b) No consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of Purchaser in connection with the execution and delivery of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party, the compliance by Purchaser with any of the provisions hereof or thereof, the consummation of the Proposed Transaction or thereby, the taking by Purchaser of any other action contemplated hereby or thereby, except for (i) compliance with the applicable requirements of the HSR Act and (ii) such other consents, waivers, approvals, Orders, Permits, authorizations, declarations, filings and notifications, the failure of which to obtain or make, would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect.

6.4 Litigation. There are no Legal Proceedings pending or, to the knowledge of Purchaser, threatened against Purchaser, or to which Purchaser is otherwise a party before any Governmental Body, which, if adversely determined, would reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect. Purchaser is not subject to any Order of any Governmental Body except to the extent the same would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect.

6.5 Financial Advisors. No agent, broker, financial advisor or investment banker is entitled to any brokerage, finder's or other fee or commission payable by any Seller in connection with the Proposed Transaction based upon arrangements made by or on behalf of Purchaser.

6.6 Financial Capability. Purchaser has, or at the time of Closing will have access to, all assets or funds necessary to pay the Purchase Price pursuant to Section 3.2. As of immediately prior to the Closing, Purchaser shall be capitalized with not less than $60 million in cash, which amount shall be sufficient to satisfy Assumed Liabilities that are to paid at the Closing, as well as certain other obligations to be paid at or after the Closing in connection with the operation of the Business, including amounts owing to certain key vendors and counterparties.

6.7 Condition of the Business. Notwithstanding anything contained in this Agreement to the contrary, Purchaser acknowledges and agrees that Sellers are not making any representations or warranties whatsoever, express or implied, beyond those expressly given by Sellers in Article V (as modified by the Schedules hereto), and Purchaser acknowledges and agrees that, except for the representations and warranties contained therein, the Purchased Assets and the Business are being transferred on a "where is" and, as to condition, "as is" basis. Purchaser acknowledges that, in making the determination to proceed with the Proposed Transaction, Purchaser has relied on the results of its own independent investigation of the Business.

VII. BANKRUPTCY COURT MATTERS

7.1 Competing Transaction. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Sellers and the Bankruptcy Court of higher or better competing bids pursuant to the Bidding Procedures Order. Subject to the Sellers' obligation to pay the Expense Reimbursement pursuant to the terms of this Agreement, if approved by the Bankruptcy Court, from and after the date of this Agreement until the date that the Auction is declared closed by Sellers (the "Auction Date"), Sellers are permitted to cause their respective representatives and Affiliates to initiate contact with, or solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Purchaser and its Affiliates, agents and representatives) with respect to any transaction (or series of transactions).

7.2 Expense Reimbursement. (a) In the event that this Agreement is terminated pursuant to Section 4.4(f), Sellers will, simultaneously with the consummation of a Competing Transaction reimburse Purchaser an amount in cash equal to the reasonable and documented out-of-pocket costs incurred by or on behalf of Purchaser (including by its equity holders) in connection with the Proposed Transaction and the transactions contemplated by this Agreement, including, but not limited to, the fees and expenses of Purchaser's and its shareholders' counsel and other advisors, up to a maximum amount of $1,000,000 (the "Expense Reimbursement"). Purchaser shall provide Sellers with documentary evidence of such reasonable and documented out-of-pocket costs incurred in connection with the Proposed Transaction prior to payment of the Expense Reimbursement.

(b) Additionally, Sellers will pay to Purchaser the Expense Reimbursement if (i) Sellers voluntarily withdraw the motion seeking entry of the Sale Order for any reason other than in connection with Sellers' termination of this

Agreement pursuant to Section 4.4(d) or (ii) Purchaser terminates this Agreement pursuant to Section 4.4(c).

(c) The Expense Reimbursement each shall be entitled to allowed administrative expense status pursuant to sections 105(a), 364 and 503(b) of the Bankruptcy Code with priority over any and all administrative expenses of the kind specified in sections 503(b) and 507 of the Bankruptcy Code and shall be senior to all other superpriority administrative expenses in the Bankruptcy Cases, subject to any interim orders or Final Orders entered in the Bankruptcy Cases authorizing the Sellers to obtain postpetition financing or use cash collateral. To the extent that all amounts due in respect of the Expense Reimbursement pursuant to this Section 7.2(e) have actually been paid by Sellers to Purchaser, except in the case of fraud or willful misconduct, Purchaser shall not have any additional recourse against any Seller or any of their respective Affiliates for any Liabilities relating to or arising from this Agreement.

7.3 Bankruptcy Court Filings. Sellers have filed with the Bankruptcy Court a motion seeking entry of the Bidding Procedures Order and the Sale Order, and, subject to Section 7.1, Sellers will pursue diligently, and use their reasonable best efforts to cause, the entry of the Bidding Procedures Order and the Sale Order as promptly as possible. Purchaser agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Bidding Procedures Order and the Sale Order and a finding of adequate assurance of future performance by Purchaser of the Purchased Contracts, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code. Sellers shall provide Purchaser with advance drafts of any motions, pleadings or Bankruptcy Court filings relating to the Bidding Procedures Order, the sale of the Purchased Assets, or the Sale Order as soon as reasonably practicable but in any event no later than one Business Day prior to the date Sellers intend to file such motion, pleading or Bankruptcy Court filing. Purchaser may file or join in any motion, pleading or Bankruptcy Court filing in support or seeking approval of, and reply to any response or objection to, the Bidding Procedures Order (including the Bidding Procedures), the sale of Purchased Assets hereunder, and the Sale Order. In the event the entry of the Bidding Procedures Order or the Sale Order is appealed, Sellers and Purchaser will use their respective reasonable efforts to defend such appeal(s). Sellers shall file such motions or pleadings as may be appropriate or necessary to assume and assign the Purchased Contracts and to determine the amount of cure costs.

VIII. COVENANTS

8.1 Access to Information; Confidentiality. (a) Prior to the Closing Date, Purchaser will be entitled, through its officers, employees, consultants and representatives (including its legal advisors and accountants), to make such investigation of the properties, businesses and operations of the Business and such examination of the books and records of the Business, the Purchased Assets and the Assumed Liabilities as it reasonably requests and to make extracts and copies of such

books and records. Any such investigation and examination will be conducted upon reasonable advance notice and under reasonable circumstances and will be subject to restrictions under applicable Law. Notwithstanding anything in this Agreement to the contrary, no such investigation or examination will be permitted to the extent that it would require Sellers to disclose information that is competitively sensitive or subject to attorney-client privilege (provided that each Seller shall use its reasonable best efforts to allow for such access in a way that would not have any of the foregoing effects).

(b) From and after the date of this Agreement, each Seller shall keep confidential non-public information in its possession (other than information which was or becomes available to a Seller on a non-confidential basis from a source other than Purchaser or any of its Affiliates) relating to Purchaser and its Affiliates; provided, however, that each Seller shall not be liable hereunder with respect to any disclosure to the extent such disclosure is required pursuant to legal process (including pursuant to the assertion of Seller's rights under this Agreement) (by interrogatories, subpoena, civil investigative demand or similar process), regulatory process or request, or to the extent such disclosure is reasonably necessary for purposes of compliance by a Seller or its Affiliates with tax or regulatory reporting requirements; provided that in the event of any disclosure pursuant to legal process, Seller exercises commercially reasonable efforts to preserve the confidentiality of the non-public information disclosed, including by cooperating with Purchaser (at Purchaser's sole cost) to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the non-public information required to be disclosed.

(c) From and after the date of this Agreement, Purchaser shall keep confidential non-public information in its possession (other than information which was or becomes available to Purchaser on a non-confidential basis from a source other than a Seller or any of their respective Affiliates) relating to a Seller or any their respective Affiliates other than information relating to the Business, the Purchased Assets and the Assumed Liabilities; provided, however, that Purchaser shall not be liable hereunder with respect to any disclosure to the extent such disclosure is required pursuant to legal process (including pursuant to the assertion of Purchaser's rights under this Agreement) (by interrogatories, subpoena, civil investigative demand or similar process) or regulatory process or request; provided that in the event of any disclosure pursuant to legal process, Purchaser exercises commercially reasonable efforts to preserve the confidentiality of the non-public information disclosed, including by cooperating with Sellers (at Sellers' sole cost) to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the non-public information required to be disclosed.

8.2 Conduct of the Business Pending the Closing. (a) Except (i) as set forth on Schedule 8.2(a), (ii) as required by applicable Law, (iii) as otherwise expressly contemplated by this Agreement, (iv) as contemplated by the Business Plan and Budget or (v) with the prior written consent of Purchaser or the approval of the Bankruptcy Court (provided that no Seller shall petition, seek, request or move for any Order of the Bankruptcy Court approving or creating an exception on the obligations of Sellers set forth in this Section 8.2, or authorize, support or direct any other Person to petition,

seek, request or move for any such Order), during the period from the date of this Agreement to and through the Closing Date, Sellers will (A) conduct the Business only in the Ordinary Course of Business and (B) use their commercially reasonable efforts to (I) preserve the present business operations, organization and goodwill of the Business and (II) preserve the present relationships with customers and suppliers of the Business; provided, however, that, subject to the above parenthetical, Sellers may act outside of the Ordinary Course of Business as is required by the Bankruptcy Code or with respect to their attempts to seek the rejection or modification of collective bargaining agreements or other obligations under section 1113 or 1114 of the Bankruptcy Code.

(b) Except (i) as set forth on Schedule 8.2(a), (ii) as required by applicable Law, (iii) as otherwise expressly contemplated by this Agreement, (iv) as contemplated by the Business Plan and Budget and (v) with the prior written consent of Purchaser or the approval of the Bankruptcy Court (provided that no Seller shall petition, seek, request or move for any Order of the Bankruptcy Court approving or creating an exception on the obligations of Sellers set forth in this Section 8.2 or authorize, support or direct any other Person to petition, seek, request or move for any such Order) during the period from the date of this Agreement to and through the Closing Date, Sellers will not, and will cause their subsidiaries not to, in connection with the Business:

(i) subject any of the Purchased Assets to any Lien (other than (a) Liens created by Purchaser (or its designated Affiliate or Affiliates), (b) Permitted Exceptions and (c) Liens expressly assumed by Purchaser (or its designated Affiliate or Affiliates) as Assumed Liabilities under this Agreement);

(ii) other than transactions in the Ordinary Course of Business that are not material to the Business, assign, license, transfer, convey, lease or otherwise dispose of any of the Purchased Assets (except for the purpose of disposing of obsolete assets);

(iii) waive or release any material right of Sellers or any of its subsidiaries that constitutes a Purchased Asset;

(iv) enter into or amend any Purchased Contract other than in the Ordinary Course of Business;

(v) waive, release or assign any material rights or claims that would otherwise constitute a Purchased Asset;

(vi) institute, settle or agree to settle any material proceeding before any Governmental Body relating to the Purchased Assets;

(vii) modify any existing rights under, or enter into any settlement regarding the breach, infringement, misappropriation or dilution of, any material Intellectual Property;

(viii) (A) increase the level of compensation of any Employee, (B) grant any unusual or extraordinary bonus, benefit or other direct or indirect compensation to any employee, director or consultant, or (C) increase the coverage or benefits available under any (or create any new) Employee Benefit Plan; or

(ix) agree to do anything prohibited by this Section 8.2 or do or agree to do anything that would cause Sellers' representations and warranties in this Agreement to be false in any material respect.

8.3 Consents. Sellers will use their reasonable best efforts, and Purchaser will cooperate with Sellers, to obtain at the earliest practicable date all consents and approvals required by this Agreement, including the consents and approvals referred to in Section 5.3(b); provided, however, that in no event shall Purchaser, Sellers or any of their respective subsidiaries be required to pay prior to the Closing any fee, penalty or other consideration or incur any Liability to any third party for any consent or approval required for the consummation of the Proposed Transaction under any Contract or to initiate any litigation or Legal Proceedings to obtain any such consent or approval.

8.4 Regulatory Approvals. (a) Purchaser and Sellers will (i) make or cause to be made all filings required of each of them or any of their respective Affiliates under the HSR Act or other Antitrust Laws with respect to the Proposed Transaction, as applicable, as promptly as practicable and, in any event, within five Business Days after the entry of the Bidding Procedures Order in the case of all filings required under the HSR Act and within four weeks in the case of all other filings required by other Antitrust Laws, (ii) comply at the earliest practicable date with any request under the HSR Act or other Antitrust Laws for additional information, documents or other materials received by each of them or any of their respective subsidiaries from Federal Trade Commission (the "FTC"), the Antitrust Division of the United States Department of Justice (the "Antitrust Division") or any other Governmental Body in respect of such filings or such transactions, and (iii) cooperate with each other in connection with any such filing (including, to the extent permitted by applicable Law, providing copies of all such documents to the non-filing parties prior to filing and considering all reasonable additions, deletions or changes suggested in connection therewith) and in connection with resolving any investigation or other inquiry of any of the FTC, the Antitrust Division or other Governmental Body under any Antitrust Laws with respect to any such filing or any such transaction. Each such party will use commercially reasonable efforts to furnish to each other all information required for any application or other filing to be made pursuant to any applicable Law in connection with the Proposed Transaction. Each such party will promptly inform the other parties hereto of any oral communication with, and provide copies of written communications with, any Governmental Body regarding any such filings or any such transaction. No party hereto will independently participate in any formal meeting with any Governmental Body in respect of any such filings, investigation, or other inquiry without giving the other parties hereto prior notice of the meeting and, to the extent permitted by such Governmental Body, the opportunity to attend and/or participate. Subject to applicable Law, the parties hereto will consult and cooperate with one another in connection with any analyses, appearances,

presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any party hereto relating to proceedings under the HSR Act or other Antitrust Laws. Sellers and Purchaser may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other under this Section 8.4 as "outside counsel only." Such materials and the information contained therein will be given only to the outside legal counsel of the recipient and will not be disclosed by such outside counsel to employees, officers or directors of the recipient, unless express written permission is obtained in advance from the source of the materials (Sellers or Purchaser, as the case may be).

(b) Purchaser and each Seller will use its reasonable best efforts to resolve such objections, if any, as may be asserted by any Governmental Body with respect to the Proposed Transaction under the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and any other United States federal or state or foreign statutes, rules, regulations, orders, decrees, administrative or judicial doctrines or other Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade (collectively, the "Antitrust Laws"). In connection therewith, if any Legal Proceeding is instituted (or threatened to be instituted) challenging any transaction contemplated by this Agreement is in violation of any Antitrust Law, Purchaser and each Seller will cooperate and use its commercially reasonable efforts to contest and resist any such Legal Proceeding, and to have vacated, lifted, reversed, or overturned any decree, judgment, injunction or other order whether temporary, preliminary or permanent ("Antitrust Order"), that is in effect and that prohibits, prevents or restricts consummation of the Proposed Transaction, including by pursuing all available avenues of administrative and judicial appeal and all available legislative action, unless, by mutual agreement, Purchaser and Sellers decide that litigation is not in their respective best interests. Purchaser and each Seller will use its commercially reasonable efforts to take such action as may be required to cause the expiration of the notice periods under the HSR Act or other Antitrust Laws with respect to such transactions as promptly as possible after the execution of this Agreement. In connection with and without limiting the foregoing, Purchaser and each Seller agrees to use its commercially reasonable efforts to take promptly any and all steps necessary to avoid or eliminate each and every impediment under any Antitrust Laws that may be asserted by any Federal, state and local and non-United States antitrust or competition authority, so as to enable the parties to close the Proposed Transaction as expeditiously as possible.

(c) Without limiting the generality of the foregoing or any other provision of this Agreement, if requested by Sellers or a Governmental Body in order to obtain clearance under or to terminate any waiting period required by any Antitrust Law or to avoid the entry of, or to effect the dissolution of, any Antitrust Order that would have the effect of preventing or delaying the Closing beyond the Termination Date, Purchaser will propose, negotiate, offer to commit and effect (and if such offer is accepted, commit to and effect), by consent decree, hold separate Order or otherwise, the sale, divestiture or disposition of such assets or businesses of Purchaser or its subsidiaries, including the Purchased Assets and the Business, or otherwise offer to

take or offer to commit to take any action which it is capable of taking, and if the offer is accepted, take or commit to take, such action that limits its freedom of action with respect to, or its ability to retain, any of the businesses or assets of Purchaser or its subsidiaries, including the Purchased Assets and the Business. For the avoidance of doubt, Purchaser will take any and all actions necessary in order to ensure that (i) no requirement for a waiver, consent or approval of the FTC, the Antitrust Division, any State Attorney General or other Governmental Body, (ii) no decree, judgment, injunction, temporary restraining Order or any other Order in any suit or proceeding, and (iii) no other matter relating to any Antitrust Law would preclude consummation of the Proposed Transaction by the Termination Date.

8.5 Further Assurances. Subject to the other provisions of this Agreement, Purchaser and each Seller will use its commercially reasonable efforts to (a) take all actions necessary or appropriate to consummate the Proposed Transaction and (b) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the Proposed Transaction. Sellers shall (x) use their reasonable best efforts to cooperate with Purchaser and determine as promptly as practicable, and in any event prior to the day 6 Business Days before the Closing Date, the Cure Amounts for each Purchased Contract so as to permit the assumption and assignment of each such Purchased Contract pursuant to section 365 of the Bankruptcy Code in connection with the Proposed Transaction and (y) provide all information reasonably requested by Purchaser regarding its outstanding and forecasted Accounts Payable.

8.6 Preservation of Records. Each of the Sellers and Purchaser agrees that each of them will preserve and keep the records held by it or its Affiliates relating to the Business for a period of twelve months from the Closing Date (except as provided below) and will make such records and personnel available (including cooperating to provide assistance to the other in obtaining any records held by third parties) to the other or its agent (including any liquidating or litigation trustee) as may be reasonably required by such party in connection with, among other things, any insurance claims by, Legal Proceedings or tax audits against or governmental investigations of Sellers or Purchaser or any of their Affiliates, administration of a plan of liquidation of Sellers, as required to perform obligations under any service agreement of Sellers that are not Purchased Contracts, or in order to enable Sellers or Purchaser to comply with their respective obligations under this Agreement and each other agreement, document or instrument contemplated hereby. In the event Sellers or Purchaser wishes to destroy such records before or after that time, such party will first give 60 days' prior written notice to the other and such other party will have the right at its option and expense, upon prior written notice given to such party within such 60-day period, to take possession of the records within 90 days after the date of such notice.

8.7 Publicity. The initial press release concerning this Agreement and the Proposed Transaction will be in substantially the form previously agreed by the parties. Prior to the Closing, none of the parties hereto will issue any press release concerning this Agreement or the Proposed Transaction without obtaining the prior written approval of the other parties hereto, which approval will not be unreasonably withheld or delayed,

unless, in the sole judgment of Purchaser or Sellers, as applicable, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement, provided, however, that the party intending to make such release uses its commercially reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other party with respect to the text thereof.

8.8 Supplementation and Amendment of Schedules. Sellers may, at their option, include in the Schedules to this Agreement items that are not material in order to avoid any misunderstanding, and such inclusion, or any references to dollar amounts, will not be deemed to be an acknowledgment or representation that such items are material, to establish any standard of materiality or to define further the meaning of such terms for purposes of this Agreement. Information provided in one Schedule will suffice, without repetition or cross reference, as a disclosure of such information in any other Schedule to which its relevance is reasonably apparent on its face. From time to time prior to seven Business Days prior to the Closing Date, Sellers will have the right to supplement or amend the Schedules that correspond to provisions in Article V in this Agreement with respect to any matter, upon written notice of such supplement or amendment to Purchaser. Except as set forth on Schedule 8.8, if Purchaser reasonably determines that the supplement or amendment to the Schedules relates to any fact that is material and adverse to Purchaser's operation of the Business following the Closing or could reasonably be expected to result in a material diminution in the expected value of the Business, a material loss of profit, or a material cost, expense or Liability to Purchaser or its subsidiaries, then Purchaser, as its sole remedy, shall have the right terminate this Agreement within five Business Days of its receipt of written notice of such supplement or amendment.

8.9 Letters of Credit. At the Closing, Purchaser will cause all letters of credit, surety bonds, performance bonds and similar bonds posted by Sellers or their Affiliates with respect to the Purchased Assets or the Business to be terminated and released or cash collateralized, supported by a backstop letter of credit or otherwise.

8.10 Rights Offering. The Sellers shall, and shall cause their subsidiaries and their respective officers, directors and employees to, use their commercially reasonable efforts to cooperate with Purchaser as reasonably requested by Purchaser and at Purchaser's sole cost and expense in connection with any rights offering for equity securities of the Purchaser conducted prior to the Closing, including reasonable best efforts to furnish such information regarding the Business as Purchaser requires to prepare customary offering and subscription documentation, including financial information of the Company, subject to appropriate confidentiality protections; provided, however, that no Seller, nor any of its subsidiaries, or their respective officers, directors or employees, will be required to take any action that will interfere unreasonably with its operations or the Bankruptcy Cases.

IX. EMPLOYEES AND EMPLOYEE BENEFITS

9.1 Transferred Employees. Prior to the Closing and subject to Section 9.4, Purchaser will offer employment to each of the Employees who are actively at work on the Closing Date or who are on approved maternity leave. Such individuals who accept such offer by the Closing Date are hereinafter referred to as the "Transferred Employees."

9.2 Employment Tax Reporting. With respect to Transferred Employees, Purchaser and Sellers will use the standard procedure set forth in Revenue Procedure 2004-53, 2004-34 I.R.B. 320, for purposes of employment tax reporting.

9.3 No Obligations. Following compliance with Section 9.1 and subject to Section 9.4 for the period set forth therein, nothing contained in this Agreement will be construed to require, or prevent the termination of, employment of any individual, require minimum benefit or compensation levels or prevent any change in the employee benefits provided to any individual Transferred Employee nor will it be construed as creating or amending any employee benefit plan. The parties hereto agree that nothing in this Article IX, whether express or implied, is intended to create any third party beneficiary rights in any Transferred Employee.

9.4 Compensation and Benefits. For a period of not less than six months after the Closing Date, Purchaser will provide base salaries and health and welfare benefits, as well as vacation and maternity benefits accrued through the Closing Date (but excluding equity-based compensation, participation in any defined benefit plan, any severance, any change in control payments and any incentive compensation) to each Transferred Employee that is, in the aggregate, substantially comparable to the base salary and health and welfare benefits (excluding equity-based compensation, participation in any defined benefit plan, any severance, any change in control payments and any incentive compensation) provided to such Transferred Employee by Sellers immediately prior to the Closing Date. For purposes of eligibility and vesting under the employee benefit plans of Purchaser providing benefits to Transferred Employees, Purchaser will credit each Transferred Employee with his or her years of service with Sellers to the same extent as such Transferred Employee was entitled immediately prior to the Closing to credit for such service under any similar Employee Benefit Plan of Sellers.

9.5 Relativity Media 401(k) Plan. Sellers will transfer sponsorship and Purchaser agrees to assume sponsorship of the Relativity Media 401(k) Plan.

X. CONDITIONS TO CLOSING

10.1 Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the Proposed Transaction is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of Sellers contained in this Agreement that are not qualified by materiality or Seller Material Adverse Effect shall be true and correct in all material respects on and as of the Closing, except to the extent expressly made as of an earlier date, in which case as of such earlier date, and the representations and warranties of Sellers contained in this Agreement that are qualified by materiality or Seller Material Adverse Effect shall be true and correct in all respects on and as of the Closing, except to the extent expressly made as of an earlier date, in which case as of such earlier date, and Purchaser shall have received a certificate signed by an authorized officer of the Company, dated the Closing Date, to the foregoing effect;

(b) Sellers shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by them prior to the Closing Date, and Purchaser shall have received a certificate signed by an authorized officer of the Company, dated the Closing Date, to the forgoing effect;

(c) Sellers shall have obtained the consents and approvals identified on Schedule 10.1(c), in form and substance reasonably acceptable to Purchaser, and such consents and approvals shall remain in full force and effect;

(d) there shall exist no pending claim, action, suit, investigation, litigation or proceeding that (i) seeks to prohibit Purchasers or Sellers from consummating the Proposed Transaction or (ii) would, if determined adversely to Purchaser or the Sellers, subject Purchaser to material damage claims, penalties, lawsuits or litigation as a result of the consummation of the Proposed Transaction;

(e) at the Closing, Sellers shall have assumed and assigned to Purchaser the Contracts listed on Schedule 10.1(e) (to the extent they are Purchased Contracts), in each case pursuant to section 365 of the Bankruptcy Code and the Sale Order, and the aggregate Cure Amounts required to cure any defaults under such Purchased Contracts shall not exceed $5 million.

(f) the Accounts Payable to be assumed by Purchaser at Closing shall not exceed $3 million;

(g) Sellers shall have delivered to Purchaser a good standing certificate for each Seller dated not more than 30 days prior to the Closing Date (provided that Sellers will use their reasonable best efforts to deliver good standing certificates for each Seller dated not more than 10 days prior to the Closing Date); and

(h) Sellers shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Sections 4.2(a) through (e).

10.2 Conditions Precedent to Obligations of Sellers. The obligations of Sellers to consummate the Proposed Transaction are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by Sellers in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of Purchaser contained in this Agreement that are not qualified by materiality or Purchaser Material Adverse Effect shall be true and correct in all material respects on and as of the Closing, except to the extent expressly made as of an earlier date, in which case as of such earlier date, and the representations and warranties of Purchaser contained in this Agreement that are qualified by materiality or Purchaser Material Adverse Effect shall be true and correct in all respects on and as of the Closing, except to the extent expressly made as of an earlier date, in which case as of such earlier date and Sellers shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the foregoing effect;

(b) Purchaser shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date and Sellers shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the foregoing effect; and

(c) Purchaser shall have delivered, or caused to be delivered, to Sellers, or the applicable Person identified therein, all of the items set forth in Sections 4.3(a) through (h).

10.3 Conditions Precedent to Obligations of Purchaser and Sellers. The respective obligations of Purchaser and Sellers to consummate the Proposed Transaction are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by mutual agreement of Purchaser and Sellers in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any Law or Order by a Governmental Body of competent jurisdiction restraining, enjoining, making illegal or otherwise prohibiting the consummation of the Proposed Transaction;

(b) the Bankruptcy Court shall have entered the Bidding Procedures Order;

(c) the Bankruptcy Court shall have entered the Sale Order and the Sale Order shall be a Final Order;

(d) the waiting period applicable to the Proposed Transaction under the HSR Act, if any, shall have expired or early termination shall have been granted; and

(e) the parties shall have obtained any other material consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Body required in connection with the execution of this Agreement or the consummation of the Proposed Transaction.

10.4 Frustration of Closing Conditions. No party may rely on the failure of any condition set forth in Section 10.1, 10.2 or 10.3, as the case may be, if such failure was caused by such party's failure to comply with any provision of this Agreement.

XI. TAXES

11.1 Transfer Taxes. Purchaser will be responsible for all documentary, stamp, transfer, motor vehicle registration, sales, use, excise and other similar Taxes and all filing and recording fees arising from or relating to the consummation of the Proposed Transaction (collectively, "Transfer Taxes"), regardless of the party on whom liability is imposed under the provisions of the Laws relating to such Transfer Taxes. Sellers and Purchaser will consult and cooperate in timely preparing and making all filings, Tax Returns, reports and forms as may be required to comply with the provisions of the Laws relating to such Transfer Taxes and will cooperate and otherwise take commercially reasonable efforts to obtain any available refunds for or exemptions from such Transfer Taxes.

11.2 Purchase Price Allocation. (a) For U.S. federal and applicable state and local income tax purposes, the parties intend that the transfer of the Purchased Assets to Purchaser be treated as a taxable acquisition of the Purchased Assets and the assets of each Company subsidiary the shares of capital stock or other equity interest of which constitute a direct or indirect Purchased Asset for an amount equal to the Purchase Price. No later than 90 days after the Closing Date, Purchaser will prepare and deliver to Sellers an allocation schedule setting forth the amounts to be allocated among Sellers and among the Purchased Assets of each Seller, pursuant to (and to the extent necessary to comply with) Section 1060 of the Code and the applicable regulations promulgated thereunder (or, if applicable, any similar provision under state, local or foreign Law or regulation) (the "Proposed Allocation Statement"). Sellers will have 20 Business Days following delivery of the Proposed Allocation Statement during which to notify Purchaser in writing (an "Allocation Notice of Objection") of any objections to the Proposed Allocation Statement, setting forth in reasonable detail the basis of their objections. If Sellers fail to deliver an Allocation Notice of Objection in accordance with this Section 11.2(a), the Proposed Allocation Statement will be conclusive and binding on all parties and will become the "Final Allocation Statement". If Sellers submit an Allocation Notice of Objection, then for 20 Business Days after the date Purchaser receives the Allocation Notice of Objection, Purchaser and Sellers will use their commercially reasonable efforts to agree on the allocations. Failing such agreement within 20 Business Days of such notice, the unresolved allocations will be submitted to an independent, internationally-recognized accounting firm mutually agreeable to Purchaser and Sellers, which firm will be instructed to determine its best estimate of the allocation schedule based on its determination of the unresolved allocations and provide a written description of the basis for its determination within 45 Business Days after submission, such written determination to be final, binding and conclusive. The fees and expenses of such accounting firm will be apportioned among Sellers and Purchaser equally. For purposes of such allocation (and, to the extent applicable, the provisions of Sections 743 and 755 of the Code and the applicable regulations promulgated thereunder), the Purchase Price shall be treated as the purchase price of the Purchased Assets.

(b) Sellers and Purchaser and their respective Affiliates will report, act and file Tax Returns (including, but not limited to IRS Form 8594) in all respects and for

all purposes consistent with such allocation as determined pursuant to this Section 11.2. Neither Sellers nor Purchaser will take any position (whether in audits, tax returns or otherwise) that is inconsistent with such allocation, unless required to do so by applicable Law.

11.3 Certain Periodic Non-Income Taxes. (a) With respect to any real or personal property or other periodic Taxes not based on income or receipts ("Periodic Non-Income Taxes") that are assessed on, or in respect of, the Purchased Assets and attributable to any period that ends on or prior to the Closing Date, if Purchaser pays such Periodic Non-Income Taxes after the Closing Date, as promptly as practicable after delivery to the applicable Seller of proof of such payment, such Seller will pay to Purchaser the amount of such Periodic Non-Income Taxes paid by Purchaser but only to the extent such amount was not taken into account to determine any amount otherwise payable to such Seller under any other provision of this Agreement.

(b) With respect to any Periodic Non-Income Taxes that are assessed on, or in respect of, the Purchased Assets and attributable to any period which includes but does not end on the Closing Date (a "Straddle Period"), the applicable Seller shall be responsible for the amount of such Periodic Non-Income Taxes paid by Purchaser that are attributable to the portion of such Straddle Period up to and including the Closing Date (the "Pre-Closing Straddle Period"), and Purchaser shall be responsible for all other Periodic Non-Income Taxes that are assessed on, or in respect of, the Purchased Assets and attributable to the portion of such Straddle Period beginning on the day after the Closing Date and any taxable period beginning after the Closing Date. Purchaser and each applicable Seller shall promptly pay (or, if applicable, promptly reimburse the other Party for any taxes paid after the Closing Date) that portion of such Periodic Non-Income Taxes that are the responsibility of such Party under this Section 11.3(b). For purposes of this Section 11.3(b), the amount of Periodic Non-Income Taxes attributable to a Pre-Closing Straddle Period will be based upon the ratio of the number of days in the Pre-Closing Straddle Period to the total number of days in the Straddle Period.

11.4 Cooperation and Audits. Purchaser, its Affiliates and Sellers will cooperate fully with each other regarding Tax matters (including the execution of appropriate powers of attorney) and will make available to the other as reasonably requested all information, records and documents relating to Taxes governed by this Agreement until the expiration of the applicable statute of limitations or extension thereof or the conclusion of all audits, appeals or litigation with respect to such Taxes.

XII. MISCELLANEOUS

12.1 No Survival of Representations and Warranties. The parties hereto agree that the representations and warranties contained in this Agreement will not survive the Closing hereunder, and none of the parties will have any liability to each other after the Closing for any breach thereof. The parties hereto agree that the covenants contained in this Agreement to be performed at or after the Closing will survive the Closing

hereunder, and each party hereto will be liable to the other after the Closing for any breach thereof.

12.2 Expenses. Except as otherwise expressly set forth herein, each of the Sellers and Purchaser will bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the Proposed Transaction. Without limiting the foregoing, Purchaser will pay the filing fee required in connection with the HSR Act filing contemplated by Section 8.4(a), if any, and any other filings required to obtain any regulatory approvals required pursuant to Section 10.3(d).

12.3 Injunctive Relief. Damages at Law may be an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement, and, accordingly, any party hereto will be entitled to injunctive relief with respect to any such breach, including specific performance of such covenants, promises or agreements or an order enjoining a party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement. The rights set forth in this Section 12.3 will be in addition to any other rights which a party hereto may have at Law or in equity pursuant to this Agreement.

12.4 Submission to Jurisdiction; Consent to Service of Process. (a) Without limiting any party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court will retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Proposed Transaction, and (ii) any and all proceedings related to the foregoing will be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and will receive notices at such locations as indicated in Section 12.8; provided, however, that if the Bankruptcy Cases have been closed pursuant to Section 350 of the Bankruptcy Code, the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in New York County or the Commercial Division, Civil Branch of the Supreme Court of the State of New York sitting in New York County and any appellate court from any thereof, for the resolution of any such claim or dispute. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 12.8.

12.5 Waiver of Right to Trial by Jury. Each party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any provision hereof.

12.6 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, will be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained in this Agreement. The waiver by any party hereto of a breach of any provision of this Agreement will not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by Law.

12.7 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York (without giving effect to the principles of conflict of Laws thereof) applicable to contracts made and performed in such State, except to the extent that the Laws of such State are superseded by the Bankruptcy Code.

12.8 Notices. All notices and other communications under this Agreement will be in writing and will be deemed given (a) when delivered personally by hand, (b) upon receipt of confirmation of receipt if sent by facsimile transmission, (c) on the day such communication was sent by e-mail or (d) one Business Day following the day sent by overnight courier, in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a party may have specified by notice given to the other party pursuant to this provision):

If to Sellers, to:

Relativity Media, LLC
9242 Beverly Blvd., Suite 300
Beverly Hills, CA 90210
Facsimile: (310) 786-0159
Attention: Corporate Legal Department
Email: corporate.legal@relativitymedia.com

With a copy (which will not constitute notice) to:

Jones Day
222 East 41st Street
New York, NY 10017
Facsimile: (212) 755-7306
Attention: Jeffrey Symons
Michael Considine
Email: jsymons@jonesday.com
mpconsidine@jonesday.com

and

Sheppard, Mullin, Richter & Hampton LLP
333 South Hope Street, Forty-Third Floor
Los Angeles, CA 90071
Facsimile: (213) 443-2750
Attention: David I. Sunkin
Email: dsunkin@sheppardmullin.com

If to Purchaser, to:

Anchorage Capital Group, L.L.C.
610 Broadway, 6th Floor
New York, NY 10012
(212) 432-4650
Facsimile: (212) 432-4651
Attention: General Counsel
Email: legal@anchoragecap.com

Falcon Strategic Investments GP III, LLC
450 Park Avenue
New York, NY 10022
Facsimile: (617) 412-2799
Attention: William J. Kennedy, Jr.
Matthew White
Email: wkennedy@falconinvestments.com
MWhite@falconinvestments.com

Luxor Capital LLC
1114 Avenue of the Americas, 29th Floor
New York, NY 10036
Facsimile: (212) 763-8001
Attention: Norris Nissim
Email: nnissim@luxorcap.com

With copies (which will not constitute notice) to:

Milbank, Tweed, Hadley & McCloy LLP
601 South Figueroa Street, 30th Floor
Los Angeles, CA 90017
Facsimile: (213) 629-5063
Attention: Mark Shinderman
Neil J Wertlieb
Email: mshinderman@milbank.com
nwertlieb@milbank.com

12.9 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms or provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the Proposed Transaction is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the Proposed Transaction are consummated as originally contemplated to the greatest extent possible.

12.10 Assignment. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement will create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by any Seller or Purchaser (by operation of Law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents will be void; provided, however, that Purchaser may assign some or all of its rights or delegate some or all of its obligations hereunder to one or more wholly-owned subsidiaries formed by it prior to the Closing. Except as otherwise expressly provided in this Section 12.10, no assignment of any obligations hereunder will relieve the parties hereto of any such obligations. Upon any such permitted assignment, the references in this Agreement to Sellers or Purchaser will also apply to any such assignee unless the context otherwise requires.

12.11 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner or equityholder of Sellers will have any liability for any obligations or liabilities of Sellers under this Agreement or any agreement entered into in connection herewith of or for any claim based on, in respect of, or by reason of, the Proposed Transaction and thereby.

12.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

12.13 Representation of Sellers and their Affiliates. Following the Closing, Jones Day and Sheppard, Mullin, Richter & Hampton LLP (collectively, "Sellers' Counsel") may serve as advisers to any other party and their respective Affiliates in connection with any matters related to this Agreement and the transactions contemplated hereby, including any litigation, claim or obligation arising out of or relating to this Agreement or the transactions contemplated by this Agreement notwithstanding any representation by Sellers' Counsel of another party or any of its Affiliates. Purchaser hereby (i) waives any claim they have or may have that Sellers' Counsel has a conflict of interest or is otherwise prohibited from engaging in such representation and (ii) agrees that, in the event that a dispute arises after the Closing between Purchaser and any Seller or any of its Affiliates, Sellers' Counsel may represent any Seller or any of its Affiliates in such dispute even though the interests of such Person(s) may be directly adverse to Purchaser and even though such advisor may have represented a Seller in a matter substantially related to such dispute prior to the Closing. Purchaser also further agrees that, as to all communications among counsel and any Seller or its Affiliates and representatives of any Seller or its Affiliates that relate in any way to the transactions contemplated by this Agreement, the attorney-client privilege and the expectation of client confidence belongs to the applicable Seller or Affiliate and may be controlled by the applicable Seller or Affiliate and will not pass to or be claimed by Purchaser.

[*Signature page follows***]**

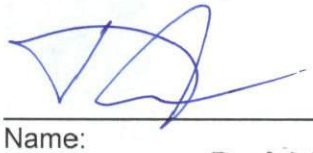
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

PURCHASER:

RM BIDDER, LLC

ACMO REL Holdings, L.L.C.,
Member

By: Anchorage Capital Group, L.L.C., as its investment manager



Name:
Title: **Daniel Allen**
Senior Portfolio Manager

Anchorage Capital Master Offshore, Ltd.,
Member

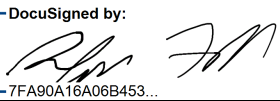
By: Anchorage Capital Group, L.L.C., as its investment manager

Name:
Title: **Daniel Allen**
Senior Portfolio Manager

Falcon Strategic Partners III, LP,
Member

By: Falcon Strategic Investments III, LP,
Its General Partner

By: Falcon Strategic Investments GP
III, LLC, Its General Partner

DocuSigned by:

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Name: Rafael Fogel
Title: Director

Luxor Capital LLC,
Member

By: _____

Name: Norris Nissim
Title: General Counsel
Luxor Capital Group, LP
Investment Manager

COMPANY:

RELATIVITY MEDIA, LLC

By: RELATIVITY HOLDINGS LLC,
its Managing Member

By: _____
Name: Brian Kushner
Title: Authorized Signatory

THE OTHER SELLER ENTITIES:

EACH OF THE ENTITIES LISTED ON ANNEX A HERETO

By: _____
Name: Brian Kushner
Title: Authorized Signatory

Annex A

RELATIVITY FASHION, LLC
RELATIVITY HOLDINGS LLC
RELATIVITY REAL, LLC
RML DISTRIBUTION DOMESTIC, LLC
RML DISTRIBUTION INTERNATIONAL, LLC
RMLDD FINANCING, LLC
21 & OVER PRODUCTIONS, LLC
3 DAYS TO KILL PRODUCTIONS, LLC
A PERFECT GETAWAY, LLC
A PERFECT GETAWAY P.R., LLC
ARMORED CAR PRODUCTIONS, LLC
BEST OF ME PRODUCTIONS, LLC
BLACK OR WHITE FILMS, LLC
BLACKBIRD PRODUCTIONS, LLC
BRANT POINT PRODUCTIONS, LLC
BRICK MANSIONS ACQUISITIONS, LLC
BRILLIANT FILMS, LLC
BROTHERS PRODUCTIONS, LLC
BROTHERS SERVICING, LLC
CATFISH PRODUCTIONS, LLC
CINE PRODUCTIONS, LLC
CINEPOST, LLC
CISCO BEACH MEDIA, LLC
CLIFF ROAD MEDIA, LLC
DEN OF THIEVES FILMS, LLC
DON JON ACQUISITIONS, LLC
DR PRODUCTIONS, LLC
EINSTEIN RENTALS, LLC
ENGLISH BREAKFAST MEDIA, LLC
FURNACE FILMS, LLC
GOTTI ACQUISITIONS, LLC
GREAT POINT PRODUCTIONS, LLC
GUIDO CONTINI FILMS, LLC
HOOPER FARM MUSIC, LLC
HOOPER FARM PUBLISHING, LLC
HUMMOCK POND PROPERTIES, LLC
HUNTER KILLER LA PRODUCTIONS, LLC
HUNTER KILLER PRODUCTIONS, LLC
IN THE HAT PRODUCTIONS, LLC
J & J PROJECT, LLC
JGAG ACQUISITIONS, LLC
LEFT BEHIND ACQUISITIONS, LLC
LONG POND MEDIA, LLC
MADAKET PUBLISHING, LLC
MADAKET ROAD MUSIC, LLC
MADVINE RM, LLC
MALAVITA PRODUCTIONS, LLC
MB PRODUCTIONS, LLC
MERCHANT OF SHANGHAI PRODUCTIONS, LLC

MIACOMET MEDIA LLC
MIRACLE SHOT PRODUCTIONS, LLC
MOST WONDERFUL TIME PRODUCTIONS, LLC
MOVIE PRODUCTIONS, LLC
ONE LIFE ACQUISITIONS, LLC
ORANGE STREET MEDIA, LLC
OUT OF THIS WORLD PRODUCTIONS, LLC
PARANOIA ACQUISITIONS, LLC
PHANTOM ACQUISITIONS, LLC
POCOMO PRODUCTIONS, LLC
RELATIVE MOTION MUSIC, LLC
RELATIVE VELOCITY MUSIC, LLC
RELATIVITY DEVELOPMENT, LLC
RELATIVITY FILM FINANCE, LLC
RELATIVITY FILM FINANCE II, LLC
RELATIVITY FILM FINANCE III, LLC
RELATIVITY FILMS, LLC
RELATIVITY FOREIGN, LLC
RELATIVITY INDIA HOLDINGS, LLC
RELATIVITY JACKSON, LLC
RELATIVITY MEDIA DISTRIBUTION, LLC
RELATIVITY MEDIA FILMS, LLC
RELATIVITY MUSIC GROUP, LLC
RELATIVITY PRODUCTION LLC
RELATIVITY ROGUE, LLC
RELATIVITY SENATOR, LLC
RELATIVITY SKY LAND ASIA HOLDINGS, LLC
RELATIVITY TV, LLC
REVELER PRODUCTIONS, LLC
RML ACQUISITIONS I, LLC
RML ACQUISITIONS II, LLC
RML ACQUISITIONS III, LLC
RML ACQUISITIONS IV, LLC
RML ACQUISITIONS V, LLC
RML ACQUISITIONS VI, LLC
RML ACQUISITIONS VII, LLC
RML ACQUISITIONS VIII, LLC
RML ACQUISITIONS IX, LLC
RML ACQUISITIONS X, LLC
RML ACQUISITIONS XI, LLC
RML ACQUISITIONS XII, LLC
RML ACQUISITIONS XIII, LLC
RML ACQUISITIONS XIV, LLC
RML ACQUISITIONS XV, LLC
RML BRONZE FILMS, LLC
RML DAMASCUS FILMS, LLC
RML DESERT FILMS, LLC
RML DOCUMENTARIES, LLC
RML DR FILMS, LLC
RML ECHO FILMS, LLC
RML ESCOBAR FILMS, LLC

RML FILM DEVELOPMENT, LLC
RML FILMS PR, LLC
RML HECTOR FILMS, LLC
RML HILLSONG FILMS, LLC
RML IFWT FILMS, LLC
RML INTERNATIONAL ASSETS, LLC
RML JACKSON, LLC
RML KIDNAP FILMS, LLC
RML LAZARUS FILMS, LLC
RML NINA FILMS, LLC
RML NOVEMBER FILMS, LLC
RML OCULUS FILMS, LLC
RML OUR FATHER FILMS, LLC
RML ROMEO AND JULIET FILMS, LLC
RML SCRIPTURE FILMS, LLC
RML SOLACE FILMS, LLC
RML SOMNIA FILMS, LLC
RML TIMELESS PRODUCTIONS, LLC
RML TURKEYS FILMS, LLC
RML VERY GOOD GIRLS FILMS, LLC
RML WIB FILMS, LLC
ROGUE DIGITAL, LLC
ROGUE GAMES, LLC
ROGUELIFE LLC
SAFE HAVEN PRODUCTIONS, LLC
SANCTUM FILMS, LLC
SANTA CLAUS PRODUCTIONS, LLC
SMITH POINT PRODUCTIONS, LLC
SNOW WHITE PRODUCTIONS, LLC
SPY NEXT DOOR, LLC
STORY DEVELOPMENT, LLC
STRAIGHT WHARF PRODUCTIONS, LLC
STRANGERS II, LLC
STRETCH ARMSTRONG PRODUCTIONS, LLC
STUDIO MERCHANDISE, LLC
SUMMER FOREVER PRODUCTIONS, LLC
THE CROW PRODUCTIONS, LLC
TOTALLY INTERNS, LLC
TRIBES OF PALOS VERDES PRODUCTION, LLC
TUCKERNUCK MUSIC, LLC
TUCKERNUCK PUBLISHING, LLC
WRIGHT GIRLS FILMS, LLC
YUMA, INC.
ZERO POINT ENTERPRISES, LLC

Exhibit A

Description of the Business

The Business consists of the following:

Motion Pictures

The Company's motion pictures business provides a full-service studio with production, financing and distribution capabilities. The motion picture business consists of three divisions: the acquisition division, which purchases motion picture rights; the single picture division, which oversees the production of motion pictures; and the marketing and distribution division, which arranges the domestic and international distribution and marketing of the Sellers' motion pictures and related content. For the avoidance of doubt, the motion picture business will include the Company's motion picture library.

The Company's domestic theatrical marketing and distribution division is supported by Relativity EuropaCorp Distribution, LLC ("RED"), a joint venture formed by the Company and EuropaCorp Films USA, Inc., to support domestic distribution and provide marketing and distribution services for both entities. The Company's motion pictures business also includes "Relativity SkyLand", which is able to distribute motion pictures directly in China and an interest in a joint venture that can distribute content in India and certain neighboring countries.

Television

The Company's television business produces various scripted and unscripted television shows and series, and includes its digital television and television licensing divisions, as well as all other business divisions historically reported as part of the television business on the Company's financial statements.

Music

The Company's music business, which includes in-house music supervision and soundtrack services for films produced and/or financed by the Sellers and for other film studios. The music business also releases these soundtracks internationally.

Sports

The Company's sports business, which includes representation and management of over 300 professional athletes in Major League Baseball, the National Basketball Association and the National Football league.

SCHEDULES

to the

SECOND AMENDED AND RESTATED

ASSET PURCHASE AGREEMENT

among

RELATIVITY MEDIA, LLC

THE OTHER SELLERS NAMED THEREIN

and

RM BIDDER, LLC

Dated as of August 27, 2015

SCHEDULES

These Schedules (these "Schedules", and each, a "Schedule") are being delivered in accordance with, and are incorporated and made part of, that certain Second Amended and Restated Asset Purchase Agreement (the "Agreement"), dated as of August 27, 2015, among Relativity Media, LLC, the other sellers named therein and RM Bidder, LLC. Capitalized terms used in these Schedules but not otherwise defined herein will have the respective meanings given to such terms in the Agreement.

These Schedules relate to certain matters concerning the Proposed Transaction. These Schedules are qualified in their entirety by reference to specific provisions of the Agreement, and are not intended to constitute, and will not be construed as constituting, representations, warranties or covenants of Sellers or Purchaser, as applicable, except as and to the extent provided in the Agreement. Inclusion of information herein will not be deemed or construed as an admission or otherwise imply that (a) such information (i) is material to the business, results of operations or financial condition of Sellers or Purchaser, as applicable or (ii) represents a material exception or material fact, event or circumstance or that such information has had or would have a Seller Material Adverse Effect or Purchaser Material Adverse Effect, as applicable, by the criteria set forth in the Agreement or (b) disclosure of any such information is required under any applicable Laws, Permits or regulations or instructions of any Governmental Body.

Matters reflected in these Schedules are not necessarily limited to matters required by the Agreement to be reflected in these Schedules, which additional matters are included for information purposes only and do not necessarily include other matters of a similar nature.

Nothing in these Schedules will be deemed or will constitute an admission of any liability or obligation of any party to any third party, nor an admission to any third party against the interests of any or all of the parties to the Agreement. Headings have been inserted on and within these Schedules for convenience of reference only and will not change the express description of the corresponding sections of the Agreement. The numbering of these Schedules reflects the corresponding numbering in the Agreement.

Schedule 1.1(a)

Knowledge Parties

1. Ryan Kavanaugh
2. Brian Kushner
3. Andrew Matthews
4. Gregory Shamo
5. Tucker Tooley, solely with respect to matters for which he is actually responsible

Schedule 1.1(b)

Permitted Exceptions

1. Liens pursuant to the following credit documents:

    a. The DIP Loan Agreement*

    b. The Ultimates Credit Agreement**

2. Other existing liens to the extent agreed to by Purchaser on or after the date by which objections to the approval of Sale Order must be filed pursuant to the Notice of (A) Solicitation of Bids to Purchase Substantially All the Debtors' Assets, (B) Auction and (C) Sale Hearing.

* To be extinguished at Closing upon full satisfaction of obligations under the DIP Loan Agreement.

** To be extinguished at Closing upon indefeasible payment in full in cash of an amount sufficient to satisfy the obligations under the Ultimates Credit Agreement.

Schedule 1.1(c)

Purchased Trademarks

Mark	Owner	Serial #	File Date	Registration #	Registration Date
278 FILMS	RML Jackson, LLC	86/069,697	9/19/2013		
ARE YOU ROGUE?	RML Jackson, LLC	77/808,146	8/19/2009	4,152,118	6/5/2012
ARE YOU ROGUE?	RML Jackson, LLC	77/808,159	8/19/2009		
ARE YOU ROGUE?	RML Jackson, LLC	77/808,163	8/19/2009		
BABY ROGUE	RML Jackson, LLC	77/765,703	6/23/2009		
BORN ROGUE	RML Jackson, LLC	1325141	10/12/2009	1325141	2/8/2010
BORN ROGUE	RML Jackson, LLC	008608796	10/12/2009		
BORN ROGUE	RML Jackson, LLC	1040265	10/12/2009	1143528	10/12/2009
BORN ROGUE	RML Jackson, LLC	814044	10/12/2009	814044	1/9/2012
BORN ROGUE	RML Jackson, LLC	2528417	10/12/2009	2528417	10/12/2009
BORN ROGUE	RML Jackson, LLC	77/713,053	4/13/2009		
BORNROGUE	RML Jackson, LLC	77/713,054	4/13/2009		
I AM ROGUE	RML Jackson, LLC	77/803,712	8/13/2009	4,152,117	6/5/2012
R & Design	Relativity Media, LLC	86/584,898	4/1/2015		
R & Design	Relativity Media, LLC	86/584,896	4/1/2015		
R2	Relativity Media, LLC	86/438,983	10/29/2014		
RELATIVITY	Relativity Media, LLC	77/983,512	6/23/2009	4,451,617	12/17/2013
RELATIVITY	Relativity Media, LLC	77/765,688	6/23/2009	4,459,359	12/31/2013
RELATIVITY DIGITAL	Relativity Media, LLC	pending			
RELATIVITY DIGITAL STUDIOS	Relativity Media, LLC	pending			
RELATIVITY MEDIA	Relativity Media, LLC	1326894	10/20/2009	1326894	3/24/2011
RELATIVITY	Relativity	1456249	10/21/2009		

Mark	**Owner**	**Serial #**	**File Date**	**Registration #**	**Registration Date**
MEDIA	Media, LLC				
RELATIVITY MEDIA	Relativity Media, LLC	7895630	12/8/2009	7895630	10/14/2013
RELATIVITY MEDIA	Relativity Media, LLC	7895628	12/8/2009		
RELATIVITY MEDIA	Relativity Media, LLC	7895627	12/8/2009	7895627	2/21/2011
RELATIVITY MEDIA	Relativity Media, LLC	7895629	12/8/2009	7895629	2/21/2011
RELATIVITY MEDIA	Relativity Media, LLC	008667545	10/20/2009	008667545	5/3/2010
RELATIVITY MEDIA	Relativity Media, LLC	301458865	10/27/2009	301458865	10/27/2009
RELATIVITY MEDIA	Relativity Media, LLC	1878248	10/30/2009	1878248	10/30/2009
RELATIVITY MEDIA	Relativity Media, LLC	1878249	10/30/2009	1878249	10/30/2009
RELATIVITY MEDIA	Relativity Media, LLC	1878250	10/30/2009	1878250	10/30/2009
RELATIVITY MEDIA	Relativity Media, LLC	1878251	10/30/2009	1878251	10/30/2009
RELATIVITY MEDIA	Relativity Media, LLC	1044117	10/28/2009	1218990	10/28/2009
RELATIVITY MEDIA	Relativity Media, LLC	10440115	10/28/2009	1147402	10/28/2009
RELATIVITY MEDIA	Relativity Media, LLC	1152051	2/2/2011	1223975	2/2/2011
RELATIVITY MEDIA	Relativity Media, LLC	814521	10/20/2009	814521	12/7/2010
RELATIVITY MEDIA	Relativity Media, LLC	098053929	12/2/2009	01440590	11/16/2010
RELATIVITY MEDIA	Relativity Media, LLC	098053934	12/2/2009	01429281	9/16/2010
RELATIVITY MEDIA	Relativity Media, LLC	098053931	12/2/2009	01429280	9/16/2010
RELATIVITY MEDIA	Relativity Media, LLC	098053927	12/2/2009	01445350	12/16/2010
RELATIVITY MEDIA	Relativity Media, LLC	2529824	10/26/2009	2529824	10/26/2009
RELATIVITY MEDIA	Relativity Media, LLC	77/765,696	6/23/2009	3,827,057	8/3/2010
RELATIVITY MEDIA	Relativity Media, LLC	77/765,692	6/23/2009	4,593,080	8/26/2014
RELATIVITY MEDIA	Relativity Media, LLC	77/765,697	6/23/2009	4,459,360	12/31/2013
RELATIVITY MEDIA	Relativity Media, LLC	77/765,689	6/23/2009	3,827,056	8/3/2010
RELATIVITY	Relativity	85/088,139	7/19/2010	4,628,921	10/28/2014

Mark	**Owner**	**Serial #**	**File Date**	**Registration #**	**Registration Date**
MEDIA	Media, LLC				
RELATIVITY MEDIA	Relativity Media, LLC	85/114,125	8/24/2010	3,992,532	7/12/2011
RELATIVITY MUSIC GROUP	Relativity Media, LLC	86/584,874	4/1/2015		
RELATIVITY MUSIC GROUP	Relativity Media, LLC	86/584,872	4/1/2015		
RELATIVITY MUSIC GROUP R & Design	Relativity Media, LLC	86/584,891	4/1/2015		
RELATIVITY MUSIC GROUP R & Design	Relativity Media, LLC	86/584,885	4/1/2015		
RELATIVITY SPORTS	RML Jackson, LLC	12862123	7/4/2013		
RELATIVITY SPORTS	RML Jackson, LLC	11951911	7/3/2013	11951911	11/28/2013
RELATIVITY SPORTS	RML Jackson, LLC	77/810,051	8/21/2009	4,415,054	10/8/2013
RELATIVITY SPORTS	RML Jackson, LLC	77/810,080	8/21/2009	4,324,688	4/23/2013
RELATIVITY STUDIOS	Relativity Media, LLC	86/639,438	5/22/15		
RELATIVITY STUDIOS	Relativity Media, LLC	86/639,471	5/22/15		
RELATIVITY TELEVISION	Relativity Media, LLC	77/765,699	6/23/2009	4,459,361	12/31/2013
RELATIVITY TV	Relativity Media, LLC	86/580,932	3/30/2015		
RELATIVITY2 (Stylized)	Relativity Media, LLC	86/336,384	7/14/2014		
RELATIVITYREAL	Relativity Media, LLC	77/765,698	6/23/2009	4,564,363	7/8/2014
ROGUE	RML Jackson, LLC	1327516	10/22/2009	1327516	8/1/2013
ROGUE	RML Jackson, LLC	1482046	3/23/2012		
ROGUE	RML Jackson, LLC	1456393	10/22/2009		
ROGUE	RML Jackson, LLC	008673311	10/22/2009		
ROGUE	RML Jackson, LLC	1044012	10/28/2009	1183119	10/28/2009
ROGUE	RML Jackson, LLC	1044011	10/28/2009	1140724	10/28/2009
ROGUE	RML Jackson, LLC	1044010	10/28/2009	1175604	10/28/2009
ROGUE	RML Jackson,	1044009	10/28/2009	1217138	5/27/2011

Mark	**Owner**	**Serial #**	**File Date**	**Registration #**	**Registration Date**
	LLC				
ROGUE	RML Jackson, LLC	1044008	10/28/2009	1217990	5/20/2011
ROGUE	RML Jackson, LLC	1153939	2/10/2011	1272767	2/10/2011
ROGUE	RML Jackson, LLC	1182375	5/31/2011	1246024	5/31/2011
ROGUE	RML Jackson, LLC	855026	12/22/2011	855026	9/23/2009
ROGUE	RML Jackson, LLC	814680	10/22/2009		
ROGUE	RML Jackson, LLC	2530538	11/2/2009	2530538	11/2/2009
ROGUE	RML Jackson, LLC	77/698,591	3/25/2009	4,514,831	4/15/2014
ROGUE	RML Jackson, LLC	77/698,599	3/25/2009	4,572,598	7/22/2014
ROGUE	RML Jackson, LLC	77/698,601	3/25/2009	4,272,503	1/8/2013
ROGUE	RML Jackson, LLC	77/698,603	3/25/2009	4,272,504	1/8/2013
ROGUE	RML Jackson, LLC	85/240,330	2/11/2011	4,313,571	4/2/2013
ROGUE 3D	Relativity Media, LLC	85/312,603	5/4/2011	4,321,509	4/16/2013
ROGUE SPORTS	RML Jackson, LLC	1325404	10/13/2009	1325404	10/13/2009
ROGUE SPORTS	RML Jackson, LLC	008610966	10/13/2009		
ROGUE SPORTS	RML Jackson, LLC	1040775	10/14/2009	1147399	10/14/2009
ROGUE SPORTS	RML Jackson, LLC	1040777	10/14/2009	1172464	10/14/2009
ROGUE SPORTS	RML Jackson, LLC	1040774	10/14/2009	1173679	10/14/2009
ROGUE SPORTS	RML Jackson, LLC	854930	12/22/2011	854930	4/15/2009
ROGUE SPORTS	RML Jackson, LLC	814132	10/13/2009		
ROGUE SPORTS	RML Jackson, LLC	2528664		2528664	10/13/2009
ROGUE SPORTS	RML Jackson, LLC	77/810,091	8/21/2009	4,547,790	6/10/2014
ROGUE SPORTS	RML Jackson, LLC	77/714,935	4/15/2009		
ROGUE SPORTS	RML Jackson, LLC	77/714,936	4/15/2009	4,063,762	11/29/2011
ROGUE TV	RML Jackson,	77/767,704	6/24/2009		

Mark	**Owner**	**Serial #**	**File Date**	**Registration #**	**Registration Date**
	LLC				
ROGUELIFE	RML Jackson, LLC	77/815,550	8/28/2009	4,436,723	11/19/2013
ROGUELIFE	RML Jackson, LLC	77/815,556	8/28/2009		
U R ROGUE	RML Jackson, LLC	77/803,696	8/13/2009		
WE ARE ROGUE	RML Jackson, LLC	77/803,681	8/13/2009		
YOU ARE ROGUE	RML Jackson, LLC	77/803,693	8/13/2009		

Schedule 2.1(b)

Purchased Assets

1. All of all of Sellers' right, title and interest in, to and under (but, for the avoidance of doubt, not the rights of any other party) to films or projects in development that are not listed on Schedule 2.2(d) and have not been designated Excluded Assets pursuant to Section 2.7(c), to the extent such rights exist at Closing, including the following:

   A. The following projects in development:
   - *Act Of Valor-SWAT*
   - *Ain't No Half Steppin:*
   - *Autobahn*
   - *Bachelor Party*
   - *Blow Out*
   - *Borderland*
   - *Demon House*
   - *Den of Thieves*
   - *Fearless*
   - *Fighter 2*
   - *Fletch Won*
   - *Highway of Tears*
   - *Humbug*
   - *Hunter Killer*
   - *Immortals 2*
   - *Latitude*
   - *Not Without Hope*
   - *Replay*
   - *Secret Scripture**
   - *Serbia's Super Thieves*
   - *Shotcaller**
   - *Solace*
   - *Strangers 2*
   - *The Crow*
   - *Titan*
   - *Tribes of Palos Verdes*
   - *Writer's Room*

   * US acquisition with obligation to pay MG and release film.

   B. The following films, TV projects and Netflix acquisitions:
   - *21 & Over*
   - *3 Days To Kill*
   - *A Perfect Getaway*

- *Act Of Valor*
- *And So It Goes*
- *Atlas Shrugged*
- *Atlas Shrugged Pt 2*
- *Before I Go To Sleep*
- *Being: Mariano*
- *Best of Me*
- *Beyond The Lights*
- *Biutiful*
- *Black Or White*
- *Black Rock*
- *Brick Mansions*
- *Brothers*
- *Chicks Dig Gay Guys*
- *Cost of a Soul*
- *Desert Dancer*
- *Disconnect*
- *Don Jon*
- *Earth To Echo*
- *For Greater Glory*
- *Free Birds*
- *Hector And The Search For Happiness*
- *House At The End Of The Street*
- *I Love You Phillip Morris*
- *Infiltrator*
- *Killer Joe*
- *Left Behind*
- *Legend of Oz*
- *Machine Gun Preacher*
- *Mirror, Mirror*
- *Movie 43*
- *Nitro Circus*
- *Oculus*
- *Out Of The Furnace*
- *Paranoia*
- *Phantom*
- *Romeo & Juliet*
- *Safe Haven*
- *Spy Next Door*
- *Summer Forever*
- *Starring Adam West*
- *The Collection*
- *The Family*
- *The First Grader*

- *The Identical*
- *The November Man*
- *The Raven*

C. The Netflix receivable for the film *The Lazarus Effect* (except to the extent constituting Specified Collateral).

D. The distribution rights (i) that are for territories other than the Domestic Territory (as defined in the P&A Funding Agreement) and (ii) which are not collateral under either Production Loan Agreement or the P&A Funding Agreement, for the following films:
   - *Disappointments Room*
   - *Masterminds*
   - *Kidnap*
   - *Before I Wake (Somnia)*

2. Equity interests that the sellers hold in the following joint ventures (and any director or indirect subsidiary held by such joint venture, including each of the entities in the sports division and Relativity B4U Limited):
   - Relativity EuropaCorp Distribution, LLC
   - RML DD Licensing I, LLC
   - Relativity Sports Management, LLC
   - Select Music LLC

Schedule 2.1(b)(xi)

Acquired Entities

Equity interests held by the Sellers in the following entities:

Distribution and Marketing Division
Virgin Produced, LLC
Sky Land Entertainment Ltd. (90% controlled subsidiary)

Music Division
Select Music LLC

Single Picture SPVs
American Kids, LLC
Dark Fields Productions, LLC
Five Continents Imports, LLC (f/k/a Knockout Films, LLC)
Habory Pictures, LLC
War of Gods Distributions, LLC
War of Gods Productions, LLC
War of the Gods, LLC

Sports Division
Relativity Sports Management, LLC
Rogue Sports, LLC (subject to the terms of the grant agreement in favor of Happy Walters for 15% of the non-voting ownership interests)

Schedule 2.2(d)

Excluded Assets

1. All assets exclusively related to (and, for the avoidance of doubt, not related to, used or held for use in the Business) the following business units of the Company:

   Fashion

   The Company's fashion business (also known as "M3/Relativity") represents fashion designers and provides services to other clients in connection with building and launching their brands and expanding them into various forms of media through involvement with other Business entities. M3/Relativity's assets include contractual rights under license agreements and contracts with fashion talent and designers.

   Education

   The Company's education business is operated through Relativity Education, LLC, which is 36% owned by the Sellers; the remainder is owned by entities outside the Company. Relativity Education, LLC, through its direct and indirect subsidiaries, operates a for-profit accredited branch of Hussian School of Art and offers an array of film, media, performing arts and graphic arts Bachelor of Fine Arts programs.

2. All equity interests in any entity held by the Company other than the Acquired Entities and Acquired Sellers.

3. All rights and assets solely related to the following films:

   Released Films
   3:10 to Yuma
   Forbidden Kingdom
   The Bank Job
   The Woman in Black 2

   Films in development
   Hillsong
   I'll Sleep When I'm Dead
   Met Ball
   The Bronze

4. Sales Agency Rights with respect to (a) *The Hollow Point f/k/a Man on Carrion Road* and (b) *Mojave*.

5. All rights and assets solely related to the film *The Lazarus Effect*, other than as specified on Schedule 2.1(b) item C.

6. All rights and assets solely related to the following films (the "Unreleased Films"), including, for the avoidance of doubt, the Specified Collateral and the collateral

under the Production Loan Agreements:

Unreleased Films
Disappointments Room
Masterminds
Kidnap
Before I Wake (Somnia)

provided, however, that distribution rights related to the Unreleased Films for territories other than the Domestic Territory shall not be Excluded Assets to the extent such foreign distribution rights are not collateral under either Production Loan Agreement or the P&A Funding Agreement.

7. Excluded Contracts

   Contracts exclusively related to an Excluded Asset. (To be updated by Purchaser pursuant to the terms of the Agreement)

8. The following shell entities:

   Baker Street Investors, LLC
   Dear John, LLC
   Fighter, LLC
   MacGruber, LLC
   My Soul to Take, LLC
   Season of the Witch Distributions, LLC
   Season of the Witch Productions, LLC
   Season of the Witch, LLC
   Warrior Way, LLC

Schedule 2.3(h)

Assumed Liabilities

None.

Schedule 2.7(d)

Excluded Sellers

1. DR Productions, LLC
2. Armored Car Productions, LLC
3. RML Somnia Films, LLC
4. RML Kidnap Films, LLC

Schedule 4.4(j)

Secured Creditors

1. Creditors holding claims pursuant to the Term Loan Agreement.

2. Creditors holding claims pursuant to the Manchester Facility.

3. Creditors holding claims pursuant to that certain Credit, Security, Guaranty and Pledge Agreement, dated September 25, 2012, by and between RMLDD Financing, LLC and CIT Bank, N.A., formerly known as OneWest Bank, N.A., as Administrative Agent, Issuing Bank, Joint Lead Arranger and Joint Bookrunner, as amended (the "Ultimates Credit Agreement").

4. Creditors holding claims pursuant to the P&A Funding Agreement, to the extent such claims are related to the Business.

5. Creditors holding claims pursuant to either Production Loan Agreement.

6. The Guilds, as applicable, on a per-picture and per-Guild basis.

7. Creditors holding claims pursuant to certain loan and security agreements entered in connection with the production of the films 3:10 TO YUMA, THE FORBIDDEN KINGDOM and THE BANK JOB, by Yuma, Inc. and J & J Project, LLC and Verite Capital Onshore Loan Fund LLC, which were subsequently transferred Vine Film Finance Fund II LP.

Schedule 5.3(a)

Conflicts

1. Any required approval or action of, filing with or notice to any Governmental Body required as a result of any facts or circumstances relating solely to Purchaser.

2. The DIP Loan Agreement.

3. Secured Limited Recourse Promissory Noted, dated as of December 18, 2014, made by Relativity Sports Management, LLC in favor of Knight Global, LLC, and Pledge Agreement, dated December 18, 2014, by and between Relativity Sports Management, LLC and Knight Global, LLC, the lender under which has sent notice of default.

4. Limited Liability Company Agreement of Relativity Sports Management, LLC, effective as of August 14, 2012.

5. Limited Liability Company Agreement of Relativity EuropaCorp Distribution, LLC, dated February 20, 2014.

6. Constitution of Relativity B4U Limited.

7. Shareholders Agreement, dated December 31, 2014, between Relativity India Holdings, LLC and LMB Holdings, Limited.

8. Operating Agreement of Baker Street Investors, LLC, dated September 12, 2006.

9. Limited Liability Company Agreement of Bev/Early, LLC, dated October 21, 2013.

10. Amended and Restated Limited Liability Company Operating Agreement of Select Music LLC, dated December 13, 2013.

11. Operating Agreement for Habory Pictures, LLC, dated August 25, 2008.

12. Fourth Amended and Restated Right of First Refusal and Co-Sale Agreement, dated as of July 1, 2013, by and among Major League Gaming, Inc., Relativity Media, LLC, Relativity Sports, LLC and the other stockholders of Major League Gaming, Inc. party thereto.

13. Fourth Amended and Restated Stockholders Agreement, dated as of July 1, 2013, by and among Major League Gaming, Inc., Relativity Media, LLC, Relativity Sports, LLC and the other stockholders of Major League Gaming, Inc. party thereto.

14. Fourth Amended and Restated Limited Liability Company Agreement of Purebrands, LLC, dated September 12, 2013.

15. Second Amended and Restated Limited Liability Company Agreement of Virgin Produced, LLC, dated April 26, 2011.

16. Limited Liability Company Agreement of RML DD Licensing I, LLC, dated January 9, 2015.

Schedule 5.3(b)

Consents of Third Parties

1. The items listed on Schedule 5.3(a) are incorporated herein by reference.

Schedule 5.4

Litigation

Items disclosed in the schedules to the DIP Loan Agreement are incorporated herein by reference.

Pending Litigation

1. RKA Film Financing, LLC v. Ryan Kavanaugh and John Does 1-12 – complaint filed with the Supreme Court of the State of New York, County of New York on July 24, 2015. Relativity is not yet a defendant.

2. RKA Film Financing, LLC v. Ryan Kavanaugh and River Birch Funds LLC (Index No. 652481/2015) (NY Supreme Court). Relativity is not yet a defendant.

3. The Arterie v. Relativity Media, LLC, et al (case number SC124518) – complaint filed with the Superior Court of the State of California for the County of Los Angeles – Unlimited Civil on July 27, 2015.

4. Allied Advertising Limited Partners (d/b/a Allied Integrated Marketing) v. Relativity Media, LLC et al (case number SC124509) – complaint filed with the Superior Court of California, County of Los Angeles on July 23, 2015.

5. TVGla v. RML Distribution Domestic, LLC – complaint filed with the Superior Court of California, County of Los Angeles (case number BC588197) on July 16, 2015.

Threatened Litigation

1. Please see the attached Vendor & Claimant Demand Tracker.

2. Letter dated July 29, 2015 from EuropaCorp re notice of default under the Relativity EuropaCorp Distribution, LLC operating agreement.

3. Letter dated July 29, 2015 from Viacom International Inc. re outstanding balance of $6,403,516.36 for advertisements aired from December 2014 through April 2015.

4. Letter dated July 27. 2015 from Bev/Early, LLC re notice of default under the Relativity Media Services Agreement and forfeiture of equity interest.

Relativity Media Holdings
Vendor/Claimant Demand Tracker
Updated as of: 7/29/2015

Business Unit	Vendor/Payee	Obligation Type	Title (if applicable)	Date Received	Description of Dispute	Amount Disputed	Original Due Date	Notice Date	Cure Period (as stated)	Calculated Cure Date	Notice of Default	Supporting Document Received
Film	Sony Pictures (SPWA)	License Agreement	"The Bronze"	7/1/2015	Contractual Amount	$2,700,000	3/19/2015	7/1/2015	20 days	7/21/2015		Demands-2015-7-1 the bronze.pdf
Film	Shoutz	AP		7/1/2015	Past Due AP	$2,500,000	3/30/2015	7/1/2015	Immediate			
Corporate	EuropaCorp	RED Capital Cont.		7/8/2015	Past Due Cap. Contributions per Europa	$2,750,000	3/31/2015	7/8/2015		7/22/2015	YES	DefaultDemand-2015-7-8 RED Notice
Film	Left Behind Investments, Inc. (LBI)	Licensing Fee	"Left Behind"	7/10/2015	Contractual Amount	$1,809,436	5/24/2015	7/10/2015		7/10/2015	YES	Demands-2015-7-10 Left Behind Investmens.pdf
Film	Technicolor	AP		7/13/2015	More info necessary			7/8/2015	30 days	8/7/2015		
Film	IM Global	License Agreement	Collide/Autobahn	7/18/2015	License Fee	$3,320,000		7/18/2015	2 business days	7/21/2015		1. LicenseNotice - Collide 2015-7-18.pdf 2. LawyerResponseLetter to IM Global (Zipser) 7-20-15.pdf
Film	EuropaCorp	Agreement Amount	Brick Mansions	7/21/2015	Contractual Amount	$338,000		7/21/2015				DemandLetter-2015-7-10 - BRICK MANSIONS .pdf
Film	EuropaCorp	Co-Financing and Co-Production Agreement	The Family aka Malavita	7/21/2015	Contractual Amount	$829,894		7/21/2015				DemandLetter-2015-07-21 - THE FAMILY .pdf
Film	EuropaCorp	Co-Financing and Co-Production Agreement	Three Days to Kill	7/21/2015	Contractual Amount	$1,137,974		7/21/2015				DemandLetter-2015-7-1-3 DAYS TO KILL.pdf
Corporate	Danone Waters of America ("DWA")	Strategic Branding and Marketing Agreement		7/25/2015	Termination Notice			7/25/2015				TermNotice - Danone Waters of America - Material Breach and Termination.msg

Schedule 5.5

Financial Data

1. See attached.

RELATIVITY HOLDINGS, LLC
CONSOLIDATED BALANCE SHEET
DECEMBER 31, 2014
(in $000's)

		unaudited
Assets		
Cash	$	92,293
Restricted cash		1,114
Accounts receivable, net		98,436
Prepaids and other assets		11,566
Property and equipment, net		5,629
Film costs, net		139,585
Goodwill		34,008
Intangible assets, net		171,278
Deferred finance costs, net		6,063
Total assets	**$**	**559,973**
Liabilities and Members' Deficit		
Liabilities		
Accounts payable and accrued liabilities	$	209,601
Accrued participations and residuals		52,503
Advances and deferred revenue		54,080
Notes payable		22,114
Bank debt		123,767
Production loans		49,395
Related-party borrowings		667,350
Total liabilities		1,178,810
Members' deficit		(618,837)
Total liabilities and members' deficit	**$**	**559,973**

RELATIVITY HOLDINGS, LLC
CONSOLIDATED STATEMENT OF OPERATIONS
FOR YEAR ENDING DECEMBER 31, 2014
(in $000's)

	Year ending 12/31/2014 (unaudited)	3 Months ending 12/31/2014 (unaudited)
Revenues	$ 501,074	$ 159,416
Expenses:		
Direct operating expenses	215,052	64,961
Marketing and distribution	285,980	72,493
General and administrative	87,560	21,065
Depreciation and non-film amortization	32,150	8,063
Loss from operations	(119,669)	(7,167)
Other expenses		
Interest expense and fees, net of interest income	(266,349)	(112,512)
Net loss	**$ (386,018)**	**$ (119,679)**
EBITDA		
Net loss	$ (386,018)	$ (119,679)
add back interest expense net of interest income	266,349	112,512
add back non film depreciation and amortization	32,150	8,063
EBITDA	**$ (87,519)**	**$ 896**
AEBITDA	**$ (14,803)**	**$ (14,812)**

RELATIVITY HOLDINGS, LLC
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR YEAR ENDING DECEMBER 31, 2014
(in $000's)

	12 Months ended 12/31/2014 (unaudited)	3 Months ended 12/31/2014 (unaudited)
Net Loss	$ (386,018)	$ (119,679)
Amortization of film costs	151,816	45,897
Depreciation and non film amort	32,154	8,067
Non-cash interest expense, including comm. fees and guarantee fees	184,397	62,622
Amortization of deferred financing costs	8,316	2,288
		-
Changes in Operating Assets and Liabilities		-
Accounts receivable	(51,728)	(47,512)
Prepaid and other assets	(4,182)	(1,264)
Additions to Film Costs	(190,942)	(38,093)
Accounts payable and accrued liabilities	62,551	51,331
Deferred Revenue	(4,522)	6,164
Cash used in Operating Activities	**(198,158)**	**(30,179)**
Purchases of property and equipment	(1,926)	(404)
Cash Used in Investing Activities	**(1,926)**	**(404)**
Deferred financing costs	(1,081)	(281)
Change in restricted cash	2,155	3,530
Principal borrowings on notes payable, net of paydowns	174,812	54,563
Capital contributions	10,000	-
Cash provided by Financing Activities	**185,886**	**57,812**
Change in Cash	(14,198)	27,229
Cash at Beginning of Period	106,491	65,064
Cash at End of Period	**$ 92,293**	**$ 92,293**

RELATIVITY HOLDINGS, LLC
CONSOLIDATED BALANCE SHEET
MARCH 31, 2015
(in $000's)

		unaudited
Assets		
Cash	$	107,559
Restricted cash		759
Accounts receivable, net		92,315
Prepaids and other assets		9,404
Property and equipment, net		5,395
Film costs, net		111,528
Goodwill		34,008
Intangible assets, net		167,606
Deferred finance costs, net		3,598
Total assets	**$**	**532,171**
Liabilities and Members' Deficit		
Liabilities		
Accounts payable and accrued liabilities	$	195,922
Accrued participations and residuals		71,916
Advances and deferred revenue		35,204
Notes payable		74,594
Bank debt		128,906
Production loans		50,184
Related-party borrowings		679,226
Total liabilities		1,235,952
Members' deficit		(703,781)
Total liabilities and members' deficit	**$**	**532,171**

RELATIVITY HOLDINGS, LLC
CONSOLIDATED STATEMENT OF OPERATIONS
FOR THREE MONTHS ENDING MARCH 31, 2015
(in $000's)

	3 Months ending 3/31/2015 (unaudited)
Revenues	$ 150,648
Expenses:	
Direct operating expenses	75,283
Marketing and distribution	77,362
General and administrative	18,703
Depreciation and non-film amortization	8,153
Loss from operations	(28,853)
Other expenses	
Interest expense and fees, net of interest income	(23,029)
Net loss	**$ (51,882)**
EBITDA	
Net loss	$ (51,882)
add back interest expense net of interest income	23,029
add back non film depreciation and amortization	8,153
EBITDA	**$ (20,700)**
AEBITDA	**$ 48,548**

RELATIVITY HOLDINGS, LLC
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THREE MONTHS ENDING MARCH 31, 2015
(in $000's)

	3 Months ended 3/31/2015 (unaudited)
Net Loss	$ (51,882)
Amortization of film costs	56,364
Depreciation and non film amort	8,176
Non-cash interest expense, including comm. fees and guarantee fees	16,762
Amortization of deferred financing costs	1,997
Changes in Operating Assets and Liabilities	
Accounts receivable	7,340
Prepaid and other assets	324
Additions to Film Costs	(25,765)
Accounts payable and accrued liabilities	(38,842)
Accrued participations and residuals	11,732
Deferred Revenue	(25,644)
Cash used in Operating Activities	**(39,438)**
Purchases of property and equipment	(58)
Cash Used in Investing Activities	**(58)**
Deferred financing costs	469
Change in restricted cash	355
Principal borrowings on notes payable, net of paydowns	53,657
Cash provided by Financing Activities	**54,480**
Change in Cash	14,984
Cash at Beginning of Period	92,574
Cash at End of Period	**$ 107,559**

Schedule 5.6

Leased Real Property

Tenant	**Location**
Relativity Media, LLC	9242 Beverly Blvd., Suite 300 Beverly Hills, CA 90210
Relativity Media, LLC	345 North Maple Plaza, Suites 140, 205, 208, 245, 273 and 281 Beverly Hills, CA 90210
Relativity Media, LLC	3000 31st Street, Main Hanger, North Bay Santa Monica, CA 90405
Relativity Media, LLC	315 Park Avenue South New York, NY
Relativity REAL, LLC, Long Pond Media, LLC	1040 N. Las Palmas Bld #24, 6/7, 40 Bungalows C/D Los Angeles, CA 90038
Relativity REAL, LLC	1135 N. Mansfield Avenue Hollywood, CA 90038

Hummock Pond Properties, LLC owns nine homes used in connection with the production of the reality television show “Home Free.”

Schedule 5.7

Title to Purchased Assets

None.

Schedule 5.8(a)

Taxes

1. The Sellers have received an extension to file 2014 tax returns through September 15, 2015.

Schedule 5.9

Intellectual Property

Purchased Trademarks:

The items listed on Schedule 1.1(c) are incorporated herein by reference.

Copyrights

Project	Copyright Registration Number	Interest Holder and Character of Interest Held
21 and Over	Screenplay: PAu003569855 Picture: PAu003702007	21 & Over Productions, LLC RML Distribution Domestic, LLC*
3 Days to Kill	Screenplay: PAu003647257 Picture: PAu003724880	3 Days to Kill Productions, LLC* RML Distribution Domestic, LLC*
Act of Valor	Screenplay: PAu003518360 Picture: PAu003601383	RML Acquisitions IV, LLC*
And So It Goes	Screenplay: PAu003685566 Picture: PAu003739793	RML Acquisitions IX, LLC* RML Distribution Domestic, LLC*
Atlas Shrugged II: The Strike	Screenplay: TXu001836005 Picture: PA0001833073	RML Acquisitions VII, LLC* RML Distribution Domestic, LLC*
Atlas Shrugged: Part I	Screenplay: TXu001695505 Picture: PA0001791851	RML Acquisitions III, LLC* RML Distribution Domestic, LLC*
Beat the Chefs	PA0001819936	Relativity REAL, LLC
Before I Go To Sleep	Screenplay: PAu003753175 Picture pending	RML Acquisitions IX, LLC* RML Distribution Domestic, LLC*
Best of Me, The	Screenplay: PAu003751351 Picture: PA001929794	Best of Me Productions, LLC RML Distribution Domestic, LLC*
Beyond the Lights	Screenplay: PAu003712503 Picture: PA001927912	Blackbird Productions, LLC RML Distribution Domestic, LLC*
Biutiful	Screenplay: PAu003361428 Picture: PA0001673579	RML Distribution Domestic, LLC*
Black or White	Screenplay: PAu003682813 Picture pending	Black or White Films, LLC* RML Distribution Domestic, LLC*
Brick Mansions	Screenplay: PAu003698578 Picture pending	Brick Mansions Acquisitions, LLC* RML Distribution Domestic, LLC*

Project	**Copyright Registration Number**	**Interest Holder and Character of Interest Held**
Brothers	Screenplay: PAu003335749 Picture: PA0001647843	Brothers Productions, LLC
Collide	Screenplay pending	RML DR Films, LLC
Chicks Dig Gay Guys	Screenplay: PA001767189 Picture: PAu003736661	RML Acquisitions VIII, LLC*
Collection, The	Screenplay: PA0001840480 Picture pending	RML Acquisitions VIII, LLC* RML Distribution Domestic, LLC*
Cost of a Soul	Picture: PA003398366	RML Distribution Domestic, LLC*
Desert Dancer	Screenplay: PAu003642739 Picture: PAu003748799	RML Acquisitions VIII, LLC* RML Desert Films, LLC* RML Distribution Domestic, LLC*
Disconnect	Pending	RML Acquisitions X, LLC*
Don Jon	Screenplay: PAu003617508 Picture: PA0001873185	Don Jon Acquisitions, LLC* RML Distribution Domestic, LLC*
Double Hour	Pending	RML Acquisitions III, LLC*
Earth to Echo	Screenplay: PAu003714545 Picture: PA0001926447	RML Echo Films, LLC RML Distribution Domestic, LLC*
Family, The (Malavita)	Screenplay: PAu003629430 Picture: PAu003671605	Malavita Productions, LLC* RML Distribution Domestic, LLC*
First Grader, The	Screenplay: TXu001721777 Picture pending	RML Acquisitions I, LLC* RML Distribution Domestic, LLC*
For Greater Glory	Screenplay: PAu003648853 Picture: PA0001877369	RML Acquisitions V, LLC* RML Distribution Domestic, LLC*
Free Birds (Turkeys)	Screenplay: TX0001747309 Picture: PA0001873202	RML Turkeys Films, LLC* RML Distribution Domestic, LLC*
Going to Graceland	pending	Relativity REAL, LLC
Hector and the Search for Happiness	Screenplay: TXu001862946 Picture pending	RML Hector Films, LLC* RML Distribution Domestic, LLC*
House At The End Of The Street	Screenplay: PAu003473547 Picture: PA0001836158	RML Acquisitions II, LLC* RML Distribution Domestic, LLC*
Hunter Killer	Screenplay pending	Hunter Killer Productions, LLC
I Love You Phillip Morris	Screenplay: PAu003459521 Picture: PAu003443671	RML Distribution Domestic, LLC*
Identical, The	Screenplay: PAu003644490 Picture: PAu003747699	RML Acquisitions XI, LLC* RML Distribution Domestic, LLC*

Project	**Copyright Registration Number**	**Interest Holder and Character of Interest Held**
Killer Joe	Screenplay: PAu003526531 Picture: PAu003652098	RML Acquisitions X, LLC*
Left Behind	Screenplay: PAu003701274 Picture: PAu003753260	RML Acquisitions VI, LLC* RML Distribution Domestic, LLC*
Legends of Oz: Dorothy's Return	Screenplay: TXu001684999 Picture: PAu003676240	RML Acquisitions IX, LLC* RML Distribution Domestic, LLC*
Machine Gun Preacher	Screenplay: PAu003497777 Picture: PAu003580017	RML Acquisitions II, LLC* RML Distribution Domestic, LLC*
Mirror Mirror	Screenplay: PAu003560832 Picture: PA0001783446	Snow White Productions, LLC RML Distribution Domestic, LLC*
Movie 43	Beezil AKA Pegasus PAu 3-504-170 Happy Birthday PAu 3-465-748 Homeschooled Everything PAu 3-482-319 iBabe PAu 3-466-911 Middle School Date PAu 3-465-657 Robin's Big Speed Date PAu 3-465-748 Tampax PAu 3-475-952 The Catch PAu 3-429-270 The Proposition PAu 3-465-744 Veronics AKA CVS PAu 3-465-747 Machine Kids PAu 3-575-628 Truth or Dare PAu 3-523-081 Victory's Glory PAu 3-517-723 The Apprentice – Pending Find our Daughter PAu 3-465-749 Motion Picture – PAu003682983	Movie Productions, LLC RML Distribution Domestic, LLC*
Nitro Circus: The Movie	Picture: PA0001830477	RML Acquisitions V, LLC* RML Distribution Domestic, LLC*
November Man, The	Screenplay: PAu003674456 Picture: PAu003734991	RML November Films, LLC* RML Distribution Domestic, LLC*
Oculus	Screenplay: PAu003684288	RML Oculus Films, LLC*

Project	**Copyright Registration Number**	**Interest Holder and Character of Interest Held**
	Picture: PA001903641	RML Distribution Domestic, LLC*
Out of the Furnace	Screenplay: PAu003471296 Picture: PA001886313	Furnace Films, LLC RML Distribution Domestic, LLC*
Paranoia	Screenplay: PAu003633146 Picture: PA0001861433	Paranoia Acquisitions, LLC* RML Distribution Domestic, LLC*
Perfect Getaway, A	Picture: PA0001641216	A Perfect Getaway, LLC
Phantom	Picture: PAu003666792	Phantom Acquisitions, LLC* RML Distribution Domestic, LLC*
Raven, The	Screenplay: PAu003501363 Picture: PA0001797530	RML Acquisitions I, LLC* RML Distribution Domestic, LLC*
Romeo and Juliet	Picture: PAu003700392	RML Romeo and Juliet Films, LLC* RML Distribution Domestic, LLC*
Safe Haven	Screenplay: PAu003626622 Picture: PAu003671585	Safe Haven Productions, LLC RML Distribution Domestic, LLC*
Secret Scripture, The	Screenplay pending Picture will be filed upon release	RML Scripture Films, LLC*
Shot Caller	Screenplay pending	In the Hat Productions, LLC*
Spy Next Door, The	Picture: PA3-369-014	Spy Next Door, LLC
Starring Adam West	Picture: PAu003721251	RML Acquisitions VIII, LLC*
Writer's Room, The	Pending	Relativity REAL, LLC
YOLO (Summer Forever)	Screenplay pending	Summer Forever Productions, LLC

* indicates entity holds only distribution rights for a limited territory/term/media

I. Soundtrack Album Compilation Copyrights

Sound recording copyright in soundtrack album compilation, and copyright in soundtrack album artwork, owned by Relativity Music Group, LLC, for the following soundtrack albums:

1. 10 Years - Original Motion Picture Soundtrack
2. 21 & Over - Music from the Motion Picture
3. 30 Rock - Original Television Series Soundtrack (Copyright Registration No. SR0000706278, registered 08/06/2012)

4. Act of Valor - Original Motion Picture Soundtrack
5. Act of Valor - Original Motion Picture Score Album
6. Adjustment Bureau, The - Original Motion Picture Soundtrack
7. American Reunion - Original Motion Picture Soundtrack
8. Banshee - Music from the Cinemax Original Television Series
9. Beginners - Original Motion Picture Soundtrack
10. Best of Me, The - Original Motion Picture Soundtrack
11. Best of Me, The - Original Motion Picture Score Album
12. Beyond the Lights - Original Motion Picture Soundtrack
13. Biutiful /Almost Biutiful - Original Motion Picture Soundtrack (aka Biutiful) - (Copyright Registration No. SR0000706277, registered 08/06/2012 [as Almost Biutiful])
14. Bridesmaids - Original Motion Picture Soundtrack
15. Brothers - Original Motion Picture Soundtrack
16. Casino Jack - Music from the Motion Picture
17. Chasing Mavericks - Original Motion Picture Soundtrack
18. Clear History - Music from the HBO Original Film
19. Couples Retreat - Original Motion Picture Soundtrack
20. Croods, The - Music from the Motion Picture
21. Dallas Buyers Club - Music from and Inspired by the Motion Picture
22. Debt, The - Original Motion Picture Soundtrack
23. Don Jon - Original Motion Picture Soundtrack
24. Earth to Echo - Music from the Motion Picture
25. Earth to Echo - Original Motion Picture Score Album
26. End of Watch - Original Motion Picture Soundtrack
27. Free Birds - Original Motion Picture Soundtrack
28. Hanna - Original Motion Picture Soundtrack
29. How to Train Your Dragon 2 - Music from the Motion Picture
30. Hyde Park on Hudson - Original Motion Picture Soundtrack
31. Iceman, The - Original Motion Picture Soundtrack
32. Kill Your Darlings - Original Motion Picture Soundtrack
33. Like Crazy - Music from the Motion Picture
34. Like Crazy - Original Motion Picture Score Album
35. Love Happens - Original Motion Picture Soundtrack
36. Lovelace - Music from the Motion Picture
37. Machine Gun Preacher - Original Motion Picture Soundtrack
38. Mirror Mirror - Original Motion Picture Soundtrack
39. Mr. Peabody & Sherman - Music from the Motion Picture
40. My Soul to Take - Original Motion Picture Soundtrack
41. Olympus Has Fallen - Music from the Motion Picture
42. Oranges, The - Original Motion Picture Soundtrack
43. Out of the Furnace - Original Motion Picture Soundtrack
44. Paranoia - Original Motion Picture Soundtrack
45. Paranoia - Original Motion Picture Soundtrack (Junkie XL Score Album)
46. Paranorman - Original Motion Picture Soundtrack
47. Penguins of Madagascar - Music from the Motion Picture

48. Penguins of Madagascar: Black and White Christmas Album - EP
49. Perfect Getaway - Original Motion Picture Soundtrack
50. Promised Land - Original Motion Picture Soundtrack
51. Raven, The - Original Motion Picture Score Album
52. Repo Men - Original Motion Picture Soundtrack
53. Romeo & Juliet - Original Motion Picture Soundtrack
54. Safe Haven - Original Motion Picture Soundtrack
55. Safe Haven - Original Motion Picture Score Album
56. Single Man, A - Original Motion Picture Soundtrack
57. Spy Next Door - Original Motion Picture Score Album
58. Turbo - Music from the Motion Picture
59. Turbo - Music from the Motion Picture - Deluxe Edition
60. Turbo - Original Motion Picture Score Album
61. Zombieland - Original Motion Picture Soundtrack

II. Compilation Album Compilation Copyrights

Sound recording copyright in compilation album compilation, and copyright in compilation album artwork, owned by Relativity Music Group, LLC, for the following compilation album:

1. A Nashville State of Mind (Billy Joel Tribute Album)

III. Individual Master Recording Copyrights

Sound recording copyright in the following master recordings owned by Relativity Music Group, LLC:

1. Gavin DeGraw - "Easy Money" - Nashville State of Mind
2. Eli Young Band - "You May Be Right" - Nashville State of Mind
3. Emmylou Harris, Patty Griffin and Shawn Colvin - "Travelin' Prayer" - Nashville State of Mind
4. Hunter Hayes - "She's Got a Way" - Nashville State of Mind
5. Wynonna Judd - "Whatever Brings You Back" - Act of Valor
6. Kid Culprit aka Machine Gun Kelly featuring Noni aka Gugu Mbatha-Raw - "C'mon Boy" - Beyond the Lights
7. Lady Antebellum - "The Longest Time" - Nashville State of Mind
8. Lyle Lovett - "She's Always a Woman" - Nashville State of Mind
9. David Nail - "A Matter of Trust" - Nashville State of Mind
10. Willie Nelson - "Just the Way You Are" - Nashville State of Mind
11. Noni aka Gugu Mbatha-Raw - "Blackbird" - Beyond the Lights
12. Noni aka Gugu Mbatha-Raw featuring Kid Culprit aka Machine Gun Kelly - "Masterpiece" - Beyond the Lights

13. Noni aka Gugu Mbatha-Raw featuring Kid Culprit aka Machine Gun Kelly - "Private Property" - Beyond the Lights
14. Jake Owen - "It's Still Rock and Roll To Me" - Nashville State of Mind
15. Eric Paslay - "The River of Dreams" - Nashville State of Mind
16. LeAnn Rimes - "Lullabye (Goodnight, My Angel) " - Nashville State of Mind
17. Snoop Dogg - "Let the Base Go (Cataracs Remix)" – Turbo
18. Zac Brown Band - "Piano Man" - Nashville State of Mind

IV. Individual Audio-Visual Master Recording Copyrights

Copyright in the following audio-visual master recordings owned by Relativity Music Group, LLC:

1. Audiovisual Recording Featuring Performances by Colbie Caillat featuring Gavin DeGraw of the Master Recording "We Both Know" from Safe Haven
2. Audiovisual Recording Featuring Performances by Chris Cornell of the Master Recording "The Keeper" from Machine Gun Preacher
3. Audiovisual Recording Featuring Performances by Grizfolk of the Master Recording "Way Back When" from Mr. Peabody & Sherman
4. Audiovisual Recording Featuring Performances by Lady Antebellum of the Master Recording "I Did With You" from The Best of Me
5. Audiovisual Recording Featuring Performances by Noni aka Gugu Mbatha-Raw featuring Kid Culprit aka Machine Gun Kelly of the Master Recording "Masterpiece" from Beyond the Lights
6. Audiovisual Recording (Lyric Video) Featuring Performances by Rita Ora of the Master Recording "Grateful" from Beyond the Lights
7. Audiovisual Recording Featuring Performances by Keith Urban of the Master Recording "For You" from Act of Valor

V. Score Composition Copyrights

Copyright in the musical score compositions, owned by Relativity Music Group, LLC, for the following motion pictures:

1. Act of Valor - Original Motion Picture Score (Copyright Registration No. PA0001784449, registered 04/13/2012)
2. Brothers - Original Motion Picture Score (Copyright Registration No. PA0001800871, registered 04/17/2012)
3. Champion (Copyright Registration No. PA0001818493, registered 04/17/2012)
4. Perfect Number, The (Copyright Registration No. PA0001818491, registered 04/17/2012)

Patents

None.

Schedule 5.10

Contracts

1. The items listed on Schedules 5.12, 5.13(a) and 5.13(f) are incorporated herein by reference.

2. The DIP Loan Agreement.

3. The P&A Funding Agreement (Events of Default have occurred and are continuing; forbearance expired; and RKA has called its loans due and payable).

4. Second Amended and Restated Credit Agreement, dated as of May 30, 2012, by and among the Company and certain of its subsidiaries as borrowers, Relativity Holdings, LLC as guarantor and the Manchester Securities Corp., as lender (the "Manchester Facility"). (Events of Default).

5. The Ultimates Credit Agreement (Events of Default; forbearance expired; loans accelerated; certain accounts swept).

6. The Term Loan Agreement (Events of Default; forbearance expired).

7. The Sky Land Security Agreement.

8. Distribution, Production Joint Venture Agreement, dated as of June 14, 2011, by and among Relativity Media, LLC, IDG China Media Fund II, L.P., SAIF Partners IV L.P. and Villa+16.

9. Skyland Purchase Agreement, dated as of July 20, 2012, by and among Relativity Media, LLC, IDG China Media Fund II, L.P., SAIF Partners IV L.P., and Villa+16.

10. Limited Liability Company Agreement of Relativity Sports Management, LLC, effective as of August 14, 2012.

11. The Knight Global Loan Documents.

12. Amended and Restated Media Agreement, dated February 25, 2013, by and between Carat USA, Inc. and RML Distribution Domestic, LLC (Breached due to overdue payments).

13. Limited Liability Company Agreement of Relativity EuropaCorp Distribution, LLC, dated February 20, 2014.

14. Shareholders Agreement, dated December 31, 2014, between Relativity India Holdings, LLC and LMB Holdings, Limited.

15. Operating Agreement of Baker Street Investors, LLC, dated September 12, 2006.

16. Limited Liability Company Agreement of Bev/Early, LLC, dated October 21, 2013.

17. Amended and Restated Limited Liability Company Operating Agreement of Select Music LLC, dated December 13, 2013.

18. Operating Agreement for Habory Pictures, LLC, dated August 25, 2008.

19. Fourth Amended and Restated Stockholders Agreement, dated as of July 1, 2013, by and among Major League Gaming, Inc., Relativity Media, LLC, Relativity Sports, LLC and the other stockholders of Major League Gaming, Inc. party thereto.

20. Fourth Amended and Restated Limited Liability Company Agreement of Purebrands, LLC, dated September 12, 2013.

21. Second Amended and Restated Limited Liability Company Agreement of Virgin Produced, LLC, dated April 26, 2011.

22. Limited Liability Company Agreement of RML DD Licensing I, LLC, dated January 9, 2015.

23. Short Form Assignment between Relativity Media LLC (assignor) and RML Distribution Domestic, LLC (assignee), dated Nov. 1, 2010.

24. Agreement of Lease, dated March 20, 2014 (as amended, supplemented or otherwise modified, renewed, restated or replaced from time to time), between 315 Holdings, LLC and Relativity Media, LLC.

25. Lease, dated as of April 25, 2011 (as amended, supplemented or otherwise modified, renewed, restated or replaced from time to time), between Beverly Place, L.P. and Relativity Media, LLC.

26. Lease, dated as of May 1, 2012 (as amended, supplemented or otherwise modified, renewed, restated or replaced from time to time), all licenses related thereto, between Maple Plaza, L.P. and Relativity Media, LLC.

27. Exclusivity and Loan Agreement dated May 4, 2011 between Cinram, Inc. and RML Distribution Domestic, LLC, as amended on June 30, 2015.

28. Services Agreement dated December 29, 2010 between Technicolor Inc. and Relativity Media, LLC.

29. Loan Agreement dated February 20, 2014 between Relativity EuropaCorp Distribution, LLC and Relativity Media, LLC.

30. Master Services Agreement, dated December 18, 2014, by and between Say Media, Inc. and Relativity Media, LLC.

31. Tempest Hosting and Services Agreement, dated December 18, 2014, by and between Say Media, Inc. and Relativity Media, LLC.

32. Digital Media Planning and Placement Agreement, undated, by and between Palisades Media Group, Inc. and RML Distribution Domestic, LLC.

Schedule 5.12

Affiliate Transactions

1. Relativity Holdings LLC Operating Agreement, including any subscription agreements, grant agreements, exchange agreements or related agreements entered into in connection therewith.

2. Third Amended and Restated Employment Agreement dated December 31, 2014 between Relativity Media, LLC and Ryan Kavanaugh.

3. Fee Letter dated as of May 30, 2012 among the Company and Relativity Media, LLC ("RML") and CB Agency Services, LLC, as Origination Agent in connection with Term Loan Agreement.

4. Financing and Participation Agreement dated January 2, 2014 between RML Distribution Domestic, LLC, RML Distribution International, LLC and RML Echo Films, LLC, on the one hand, and Knight Global, LLC, whose sole member is Ryan Kavanaugh, and Manchester Library Company LLC re: "Earth to Echo".

5. CB Agency Services, LLC, an Affiliate of Colbeck Partners, is the Origination Agent under Term Loan Agreement and signatory to transaction documents related thereto

6. River Birch Funds LLC (wholly owned by Ryan Kavanaugh) is a Class B Member of RKA Film Financing, LLC, a lender under the pre-release P&A facility.

7. Ryan Kavanaugh has a direct ownership interest in certain Joint Ventures, including without limitation, Shoutz, Inc. and PureBrands, LLC and is a lender to Relativity Sports Management, LLC through his affiliate Knight Global, LLC.

8. Ryan Kavanaugh has a direct ownership interest in Realta Entertainment Group, Inc.

9. Ryan Kavanaugh is on the board of directors of Major League Gaming, Inc.

10. Various Affiliates of Colbeck Partners hold a direct ownership interest in certain Joint Ventures, including without limitation, Relativity Education, LLC, PureBrands, LLC and Bev/Early, LLC.

11. Colbeck Partners and/or Yucaipa, either directly or through its Affiliates, has a direct or indirect ownership interest in and/or is a lender to certain Joint Ventures, including, without limitation, Relativity Sports, LLC, Relativity Sports Management, LLC, and Relativity Education, LLC.

12. Independent Sales Representative Agreement dated May 15, 2014 between Madvine RM, LLC and Vapor Corp., an entity in whom Ryan Kavanaugh has an ownership interest.

13. Library Asset Transfer Agreement dated as of May 30, 2012 between RML, Manchester Library Company and certain other subsidiaries of RML party thereto. and all related transaction documents thereto

14. Side letter re Viacom TV Licenses dated October 2, 2012 between RML and Manchester Library Company.

15. Amended and Restated Collection Account Management Agreement dated October 1, 2012 among Fintage Collection Account Management B.V., RML and Manchester Library Company LLC.

16. Limited Waiver and Agreement dated as of September 18, 2012 among Heatherden Securities Corp., Manchester Securities Corp., Manchester Library Company LLC, the Company, RML, and certain subsidiaries of RML party thereto re: “antilayering covenant”.

17. Amended and Restated Notice of Assignment and Assumption Agreement/Consent dated as of May 30, 2012 between Focus Features LLC and certain of its affiliates, Universal City Studios LLC and certain of its affiliates, Relativity Rogue, LLC, Relativity Jackson, LLC, RML and Manchester Library Company, LLC.

18. Second Amended and Restated Credit Agreement dated as of May 30, 2012 between Relativity Media, LLC and certain of its subsidiaries borrower thereunder, and Manchester Securities Corp. and the transaction documents related thereto.

19. Sales and Distribution Services Agreement dated as of May 30, 2012 between Relativity Media, LLC and Manchester Library Company LLC.

20. Option/Purchase Agreement dated as of June 9, 2014 between Manchester Library Company, LLC and RML Film Development, LLC, with respect to RML’s possible development and possible production and exploitation of one or more possible prequels, sequels and/or remakes based on the original motion picture entitled “Immortals”.

21. Redemption and Purchase Agreement dated May 30, 2012 among Heatherden Securities Corp, CB CA Lending, LLC and the Company.

22. Redemption and Purchase Agreement dated May 30, 2012 among Heatherden Securities Corp., Yucaipa Film Investments LLC and the Company.

23. Redemption and Purchase Agreement dated May 30, 2012 among Heatherden Securities Corp., Congruent Credit Opportunities Fund L.P., Congruent Credit Opportunities Fund II L.P. and the Company.

24. Redemption and Purchase Agreement dated May 30, 2012 among Heatherden Securities Corp., Macquarie Capital (USA) Inc. and the Company.

25. Redemption and Purchase Agreement dated May 30, 2012 among Heatherden Securities Corp., Relativity Equity Holdings, Inc. and the Company.

26. Redemption and Purchase Agreement dated May 30, 2012 among Heatherden Securities Corp., Relativity Funding, LLC and the Company.

27. Master Agreement dated September 18, 2009 among the Company, Relativity Capital Holdings LLC, Relativity Media, LLC, Beverly Blvd 2 LLC, Beverly Blvd 2 Holdings LLC, Ryan Kavanaugh, Heatherden Securities Corp., Manchester Securities Corp., and Lord Securities Corporation.

28. Membership Interest Transfer Agreement dated May 11, 2011 among the Company, Heatherden Securities Corp., Heatherden holdings LLC with respect to the membership interest in Beverly Blvd 2 Holdings LLC, as amended, restated, supplemented or otherwise modified from time to time, and all transaction documents related thereto.

29. Ryan Kavanaugh, Tucker Tooley and Ken Halsband have an ownership interest in OIX, an online service for tax credits that has conducted business with Relativity Media, LLC.

30. Certificate of Engagement dated as of March 5, 2008 between A Perfect Getaway, LLC and Ryan Kavanaugh for Kavanaugh's producing services in connection with the motion picture project entitled "A Perfect Getaway".

31. Producer Agreement dated as of October 8, 2007 between Brothers Productions, LLC and Relativity Media, LLC f/s/o Ryan Kavanaugh for Kavanaugh's producing services in connection with the motion picture project entitled "Brothers".

32. Certificate of Engagement dated as of September 23, 2008 between Ryan Kavanaugh and Dear John, LLC re: "Dear John".

33. Confidential Waiver, Release and Settlement Agreement dated as of March 14, 2013 between the Writer's Guild of America, West, Inc. and Relativity Films, LLC,

Relativity Media, LLC, Relativity Development, LLC, Furnace Films, LLC and Ryan Kavanaugh .

34. Certificate of Engagement dated as of December 7, 2010 between Fighter, LLC and Ryan Kavanaugh re: “The Fighter”.

35. Letter of Authorization, undated, between Sky Land Entertainment Ltd. and Relativity Media, LLC re: “Act of Valor” distribution in China.

36. Co-Finance Agreement dated as of May 15, 2013 between Sky Land Entertainment Ltd. and Sky Land (Beijing) Film-Television Culture Development Ltd. Re: “The Crow”, long form agreements in negotiation.

37. Settlement Agreement and Release dated as of April 21, 2014 between Taylor Hackford, Edwin Inc., and Anvil Productions, Silver Dream Productions, Inc., Luo Yan, Relativity Media, LLC and Sky Land Films and Hugo Shong re: “The Merchant of Shanghai” and “May You Get Rich”.

38. Exclusive Distribution License Agreement dated as of February 28, 2012 between Snow White Productions, LLC and Sky Land Entertainment Ltd. Re: distribution of “Mirror Mirror” in China, long form agreements in negotiations.

39. Letter of Authorization dated as of July 30, 2012 between Sky Land Entertainment Ltd. and Relativity Media, LLC re: distribution of “Mirror Mirror” in China.

40. Non-disclosure agreements entered into in the ordinary course of business with Affiliates which are immaterial.

41. Finder Agreement dated November 26, 2013 between RML and Hugo Shong re compensation payable in connection with equity investments made by investors introduced by Hugo.

42. Equity Option Agreement dated August 14, 2012 between YCA Athletics Holdings, LLC, Relativity Holdings LLC and Relativity Sports Management, LLC.

43. Letter Agreement regarding Consulting Services, dated as of May 9, 2014 (as amended), between CP IV SPV, LLC and Relativity Media, LLC.

44. Letter Agreement regarding consent to 5th A&R LLC Agreement dated May 11, 2015 between Heatherden Securities LLC, Beverly Blvd 2 Holdings LLC, Manchester Securities Corp., LLC and Relativity Holdings LLC.

45. Agreement and Mutual Release dated as of May 11, 2015 between Ryan Kavanaugh, Relativity Holdings LLC, Relativity Media, LLC, Colbeck Capital

Management, LLC, CP IV SPV, LLC, Yucaipa Film Investments LLC, CB CA Lending, LLC and Jason Colodne.

Schedule 5.13(a)

Employee Benefit Plans

Employee Benefit Plans:

1. Relativity Media, LLC 401(k) Plan.

2. Relativity Media Welfare Benefits Plan providing the following component benefits: health insurance, vision insurance, dental insurance, group life insurance, long-term disability insurance, flexible spending account plan.

3. Employee Handbook Benefits – paid vacation and sick time.

Employment, Consulting or Individual Compensation Contracts:

1. Third Amended and Restated Employment Agreement dated December 31, 2014 between Relativity Media, LLC and Ryan Kavanaugh.

2. Executive Employment Agreement, dated as of September 3, 2014, between Jason Adelman and Madvine RM, LLC.

3. Executive Employment Agreement, dated as of August 11, 2014, between Matt Alvarez and Relativity Media, LLC.

4. Executive Employment Agreement, dated as of April 1, 2012 (as amended), between Robert Bowen and Relativity Media, LLC.

5. Executive Employment Agreement, dated as of July 15, 2011 (as amended), between Robbie Brenner and Relativity Media, LLC.

6. Executive Employment Agreement, dated as of June 1, 2014, between Matt Brodlie and Relativity Media, LLC.

7. Executive Employment Agreement, dated as of February 18, 2013, between Matthew Compton and Relativity Media, LLC.

8. Executive Employment Agreement, dated as of June 2, 2014, between Brett Dahl and Relativity Media, LLC.

9. Executive Employment Agreement, dated as of February 2, 2015, between Hillel Elkins and Relativity Media, LLC.

10. Executive Employment Agreement, dated as of January 7, 2013, between Zoe Fairbourn and Relativity Media, LLC.

11. Executive Employment Agreement, dated as of January 2, 2015, between Thomas Forman and Relativity Media, LLC.

12. Executive Employment Agreement, dated as of January 2, 2013, between Camela Galano and Relativity Media, LLC.

13. Executive Employment Agreement, dated as of August 18, 2014, between Carol Genis and Relativity Media, LLC.

14. Executive Employment Agreement, dated as of December 5, 2011 (as amended), between Lauren Goldberg and Relativity Media, LLC.

15. Executive Employment Agreement, dated as of December 18, 2014, between Colin Goldman and Relativity Media, LLC.

16. Executive Employment Agreement, dated as of January 1, 2012 (as amended), between Kenneth Halsband and Relativity Media, LLC.

17. Executive Employment Agreement, dated as of November 10, 2014, between Sean Horvath and Relativity Media, LLC.

18. Amended and Restated Executive Employment Agreement, dated as of January 1, 2012 (as amended), between Rosalind Lawton and Relativity Media, LLC.

19. Executive Employment Agreement, dated as of August 1, 2013, between Jason Markey and Relativity Media, LLC.

20. Executive Employment Agreement, dated as of April 8, 2013 (as amended), between Andrew Matthews and Relativity Media, LLC.

21. Executive Employment Agreement, dated as of August 5, 2013, between Christian Monti and Relativity Media, LLC.

22. Executive Employment Agreement, dated as of June 1, 2013 (as amended), between Jaime Rigal and Relativity Media, LLC.

23. Executive Employment Agreement, dated as of February 1, 2014, between Reid Rogers and Relativity Media, LLC.

24. Executive Employment Agreement, dated as of February 11, 2011 (as amended), between Gregory Shamo and Relativity Media, LLC.

25. Executive Employment Agreement, dated as of 6/3/2013 (as amended), between David Shane and Relativity Media, LLC.

26. Second Amended and Restated Executive Employment Agreement, dated as of January 29, 2013 (as amended), between Tucker Tooley and Relativity Media, LLC.

27. Executive Employment Agreement, dated as of October 15, 2012, between Dylan Wilcox and Relativity Media, LLC.

28. Executive Employment Agreement, dated as of December 16, 2014, between Ramon Wilson and Relativity Media, LLC.

29. Executive Employment Agreement, dated as of September 9, 2013, between Jennifer Danska and Relativity REAL, LLC.

Executive Employment Agreement, dated as of September 3, 2013 (as amended), between Matthew Vafiadis and Relativity REAL, LLC.

Multi-Employer Plans:

1. AFTRA Health & Retirement Funds

2. DGA-Producer Pension and Health Plans

3. Film Musicians Secondary Markets Fund

4. Local 817 International Brotherhood of Teamsters Pension Fund

5. Motion Picture Industry Pension and Health Plans

6. New England Teamsters & Trucking Industry Pension Fund

7. Producer-Writers Guild of America Pension Plan

8. SAG-Producers Pension and Health Plans

9. Writers' Guild-Industry Health Fund

Schedule 5.13(f)

Labor and Collective Bargaining Agreements

1. Agreement between Relativity Media Films, LLC and the Directors Guild of America, Inc., dated July 6, 2009.

2. Trust Acceptance between I.A.T.S.E. and Relativity Media, dated July 2, 2014.

3. Production Agreement between I.A.T.S.E and Relativity Films, LLC, dated March 3, 2013

4. Letter of Adherence to the 2014 Theatrical and Television Basic Agreement, dated June 4, 2014.

5. Guarantee Agreement Under the 2014 Theatrical and Television Basic Agreement between the WGA and Relativity Development, LLC, dated Sept. 3, 2014.

6. Guarantee Agreement between Relativity Media and WGA for 21 & Over.

7. Interparty Agreement between RML Acquisitions II, LLC and WGA for 21 & Over.

8. Project Agreement between I.A.T.S.E and Relativity Films, LLC for 21 & Over, dated July 22, 2013.

9. Trust Acceptance between I.A.T.S.E. and Twenty One and Over Productions, LLC, dated July 21, 2011.

10. Memorandum Agreement between Twenty One and Over Productions, LLC and Studio Transportation Drivers Local 399, dated July 21, 2011

11. Agreement of Consent between Twenty One and Over Productions, LLC and Plasters' Local #755, dated March 7, 2012.

12. Custody Agreement between SAG and Twenty One and Over Productions, LLC.

13. Guaranty Agreement between SAG and Relativity Media, LLC to guarantee 21 and Over Productions, LLC.

14. Memorandum Agreement between Twenty One and Over Productions, LLC and Studio Utility Employees, Local 724, dated March 7, 2012.

15. Trust Acceptance between Twenty One and Over Productions, LLC and Studio Utility Employees, Local 724, dated March 7, 2012.

16. Letter of Adherence to the 2004 Theatrical and Television Basic Agreement between Yuma, Inc. and WGA, dated September 11, 2006.

17. Letter of Adherence to the 2008 Theatrical and Television Basic Agreement between A Perfect Getaway, LLC and WGA, dated March 3, 2008.

18. Letter of Adherence to the DGA Basic Agreement of 2005 between A Perfect Getaway, LLC. and DGA, dated March 5, 2008.

19. Project Agreement between I.A.T.S.E and Relativity Films, LLC for A Perfect Getaway, dated March 5, 2008

20. Guaranty Agreement between SAG and Relativity Media, LLC to guarantee A Perfect Getaway, LLC.

21. Custody Agreement between SAG-AFTRA and Cine Productions, LLC, dated March 3, 2014.

22. Guaranty Agreement between SAG-AFTRA and Cine Productions, LLC, dated March 3, 2014.

23. Project Agreement between I.A.T.S.E and Relativity Films, LLC for A Perfect Getaway, dated February 25, 2008

24. Letter of Adherence to the DGA Basic Agreement between A Perfect Getaway, LLC and DGA, dated March 5, 2008.

25. Project Agreement between I.A.T.S.E and Cine Productions, LLC for Best of Me, dated February 25, 2008

26. Memorandum Agreement between Cine Productions, LLC and Studio Transportation Drivers Local 399, dated February 25, 2014.

27. Letter of Adherence to the DGA Basic Agreement between Blackbird Productions, LLC and DGA, dated August 15, 2013.

28. Low Budget Side Letter between DGA and Blackbird Productions, LLC, dated August 15, 2013.

29. Agreement between I.A.T.S.E and Relativity Films, LLC, dated August 23, 2013.

30. Project Agreement between I.A.T.S.E and Relativity Films, LLC and Blackbird Productions, LLC.

31. Guaranty Agreement between SAG-AFTRA and Blackbird Productions, LLC, dated August 29, 2013.

32. Memorandum Agreement between Blackbird Productions, LLC and Studio Transportation Drivers Local 399.

33. Letter of Adherence to the 2004 Theatrical and Television Basic Agreement between Brothers Productions, LLC and WGA.

34. Project Agreement between I.A.T.S.E and Relativity Films, LLC and Brothers Productions, LLC, January 18, 2007.

35. Agreement of Consent between I.A.T.S.E and The Crow Productions, LLC, June 1, 2015.

36. Project Agreement between I.A.T.S.E and Relativity Films, LLC and The Crow Productions, LLC.

37. Memorandum Agreement between The Crow Productions, LLC and Studio Transportation Drivers Local 399, March 7, 2015.

38. Independent Agreement between The Crow Productions, LLC and I.A.T.S.E, Local 161, dated May 21, 2015.

39. Letter of Adherence – One Project Only between The Directors Guild of America, Inc. and Alliance of Motion Picture and Television Producers, dated September 22, 2008.

40. Theatrical Guaranty Agreement between Relativity Media, LLC and The Directors Guild of America, Inc.

41. Guaranty Agreement between Relativity Media, LLC for the benefit of Screen Actors Guild, Inc. (undated).

42. Memorandum Agreement between Dear John, LLC and Studio Transportation Drivers Local 399, dated September 25, 2008.

43. Theatrical Guaranty Agreement between Relativity Media, LLC and Directors Guild of America, Inc., (undated).

44. Letter of Adherence between Screen Actors Guild, Incorporated – Producers Pension and Health Funds for Motion Picture Actors, (undated).

45. Project Agreement between Dear John, LLC and International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC and Relativity Films, LLC, dated September 25, 2008.

46. Guaranty Agreement made by Relativity Media, LLC for the benefit of the Screen Actors Guild, Inc. to guarantee performance of Dean John, LLC, dated October 8, 2008.

47. Guaranty Agreement made by Relativity Media, LLC in order to guarantee the performance of DR Productions, LLC relating to the motion picture entitled “The Disappointments Room”, dated July 1, 2014.

48. Guaranty Agreement made by RML Distribution Domestic, LLC in order to guarantee the performance of DR Productions, LLC relating to the motion picture entitled “The Disappointments Room”, dated July 1, 2014.

49. Project Agreement between DR Productions, LLC and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC and Relativity Films, LLC, dated August 4, 2014.

50. Letter of Adherence between The Directors Guild of America, Inc. and the Alliance of Motion Picture and Television Producers, dated August 21, 2014.

51. Letter of Adherence between Screen Actors Guild – Producers Pension & Health Plans and RML Echo Films, LLC, (undated).

52. Letter of Adherence (Theatrical) between Screen Actors Guild-American Federation of Television and Radio Artists and RML Echo Films, LLC, (undated).

53. Letter of Adherence between The Directors Guild of America, Inc. and the Alliance of Motion Picture and Television Producers and RML Echo Films, LLC, dated October 11, 2013.

54. Theatrical Guaranty Agreement between Relativity Media, LLC and Directors Guild of America, Inc. in order to guarantee performance of Fighter, LLC, dated July 9, 2009.

55. Letter of Adherence between The Directors Guild of America, Inc. and the Alliance of Motion Picture and Television Producers and Fighter, LLC, dated June 30, 2009.

56. Project Agreement between Fighter, LLC and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC and Relativity Films, LLC, dated June 9, 2009.

57. Guaranty Agreement made by Relativity Media, LLC for the benefit of Screen Actors Guild, Inc. in order to guarantee performance of Fighter, LLC (undated).

58. Memorandum Agreement between Fighter, LLC and Studio Transportation Drivers Local 399, dated June 12, 2009.

59. Project Agreement between Fighter, LLC and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC and Relativity Films, LLC, dated June 9, 2009.

60. Letter of Adherence between The Directors Guild of America, Inc. and the Alliance of Motion Picture and Television Producers and Five Continents Imports, (undated).

61. Theatrical Guaranty Agreement made by Relativity Media, LLC and Directors Guild of America, Inc. in order to guarantee performance of Five Continents Imports, LLC, dated January 28, 2010.

62. Guaranty Agreement made by Relativity Media, LLC and Screen Actors Guild, Inc. of America, Inc. in order to guarantee performance of Five Continents Imports, LLC, dated January 28, 2010.

63. Guaranty Agreement made by Relativity Media, LLC for the benefit of Writers Guild of America, West, Inc. for itself and on behalf of Writers Guild of America, East, Inc. in order to guarantee the performance of Five Continents Imports, LLC (undated).

64. Project Agreement between Five Continents Imports, LLC and International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC and Relativity Films, LLC, dated November 25, 2009.

65. Letter of Adherence to the 2008 DGA Basic Agreement ("BA") and Freelance Live and Tape Television Agreement ("FLTTA") between DGA and Alliance of Motion Picture and Television Producers, dated March 17, 2010.

66. Guaranty Agreement between Relativity Media, LLC and Directors Guild of America, Inc. ("DGA" or "Guild") to guarantee performance of DOW Film Productions Inc. relating to motion picture entitled "Dawn of War" aka "War of the Gods", undated.

67. Guaranty Agreement by Relativity Media, LLC for the benefit of Writers Guild of America, west, Inc. for itself and on behalf of Writers Guild of America, East, Inc. to guarantee the performance by Relativity Development, LLC ("Guarantor") for the benefit of Writers Guild of America, west, Inc. collective bargaining agreement related to the motion picture entitled "Dawn of War" aka "War of the Gods", undated.

68. Letter of Adherence to the 2008 Directors Guild of America Basic Agreement of 2008 and Freelance Live and Tape Television Agreement of 2008, dated February 23, 2010.

69. Guaranty Agreement by Relativity Media, LLC ("Guarantor") and Directors Guild of America, Inc. ("DGA" or "Guild") to guarantee the performance by Dark Fields Productions, LLC related to the motion picture entitled "Dark Fields" (the "Picture"), undated.

70. Project Agreement between Dark Fields Productions, LLC, I.A.T.S.E and Relativity Films, LLC for Dark Fields, undated.

71. Guaranty Agreement by relativity Media, LLC ("Guarantor") for Screen Actors Guild, Inc. ("SAG" or "Guild"), to guarantee performance of Dark Fields

Productions, LLC (hereinafter, “Producer”) related to motion picture entitled “Dark Fields”, dated March 24, 2010.

72. Letter of Adherence between Directors Guild of America, Inc. and the Alliance of Motion Picture and Television Guaranty Agreement

73. Guaranty Agreement between Relativity Media, LLC and the Screen Actors Guild, Inc., dated 2009.

74. Local 399 Memorandum Agreement between Armored Car Productions, LLC and Studio Transportation Drivers Local 399, International Brotherhood of Teamsters, signed June 2, 2014.

75. Guaranty Agreement between Relativity Media, LLC and Armored Car Productions, LLC, signed June 26, 2014.

76. Project Agreement between MacGruber, LLC and the International Alliance of theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC and Relativity Films, LLC, undated.

77. Guaranty Agreement between RML Distribution Domestic, LLC and Armored Car Productions, LLC, signed June 26, 2014.

78. Letter of Adherence – One Project Only, between Directors Guild of America, Inc. and the Alliance of Motion Picture and Television Producers, signed June 23, 2014.

79. Letter of Adherence, between Screen Actors Guild-American Federation of Television and Radio Artists and Armored Car Productions, LLC, dated June 23, 2014.

80. Memorandum of Agreement, between the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists And Allied Crafts Of The United States And Canada, AFL-CIO, CLC and Armored Car Production LLC, dated August 25, 2014.

81. Memorandum of Agreement, between the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists And Allied Crafts Of The United States And Canada, AFL-CIO, CLC and Armored Car Production LLC, dated June 17, 2014.

82. Theatrical Guaranty Agreement between Relativity Media, LLC and Directors Guild of America, Inc., dated June 9, 2011.

83. Guarantee Agreement Under the 2011 WGA Theatrical and Television Basic Agreement, between Relativity Development, LLC and Writers Guild of America, dated May 1, 2011.

84. Letter of Adherence to the 2011 WGA Theatrical and Television Basic Agreement, between Relativity Development, LLC and the Writers Guild of America, West, Inc., dated May 1, 2011.

85. Memorandum Agreement, between Citizen Snow Film Productions, Inc. and theatrical Teamsters Local 817, dated February 22, 2011.

86. Project Agreement between Citizen Snow Film Productions, Inc. and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories And Canada, AFL-CIO, CLC and Relativity Films, LLC., dated January 28, 2011.

87. Guaranty Agreement between Relativity Media, LLC for the benefit of Writers Guild of America, West, Inc., and Snow White Productions, LLC, signed June 9, 2011.

88. Letter of Adherence-One Project Only between Directors Guild of America, Inc. and the Alliance of Motion Picture and Television Producers, dated May 27, 2011.

89. Letter of Adherence-One Project Only between Directors Guild of America, Inc. and the Alliance of Motion Picture and Television Producers, dated May 27, 2011 [duplicate with add'l documents attached].

90. Guaranty Agreement, between Relativity Media, LLC and Mothership Films, Inc., signed October 26, 2011.

91. Guaranty Guaranty Agreement, by Relativity Media, LLC for the benefit of Writers Guild of America, West, Inc., signed October 26, 2011.

92. Letter of Adherence between Directors Guild of America, Inc. and the Alliance of Motion Picture and Television Producers, signed March 19, 2012.

93. Memorandum Agreement between Furnace Films, Inc. and Studio Transportation Drivers Local 399, signed March 28, 2012.

94. Project Agreement, between Furnace Films, LLC and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC and Relativity Films, Inc., dated March 20, 2012.

95. Guaranty Agreement, between Relativity Media, LLC and Screen Actors Guild, Inc., dated 2012.

96. Guaranty Agreement, between Relativity Media, LLC and Screen Actors Guild, Inc., undated.

97. Letter of Adherence, between Directors Guild of America, Inc. and the Alliance of Motion picture and Television Producers, signed June 5, 2012.

98. Project Agreement between Safe Haven productions, LLC and the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists And Allied Crafts Of The United States And Canada, AFL-CIO, CLC and Relativity Films, LLC, dated May 11, 2012.

99. Memorandum Agreement between Safe Haven Productions, LLC and Studio Transportation Drivers Local 399, signed June 7, 2012.

100. Guaranty Agreement between Relativity Media, LLC for the benefit of Screen Actors Guild-American Federation of Radio and Television Artists, dated 2012.

101. Theatrical Guaranty Agreement between Relativity Media LLC and Directors Guild of America, Inc., undated.

102. Guaranty Agreement between Relativity Media LLC and Writers Guild of America, West, Inc., undated.

103. Guaranty Agreement between Relativity Media LLC and Screen Actors Guild, Inc., dated 2008.

104. Letter of Adherence, dated October 30, 2008.

105. Guaranty Agreement between Relativity Media LLC and Screen Actors Guild, Inc., dated 2010.

106. Project Agreement between Spy Next Door, LLC and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC and Relativity Films, Inc., undated.

107. Memorandum Agreement between Spy Next Door LLC and Studio Transportation Drivers Local 399, undated.

108. Letter of Adherence, dated October 29, 2008.

109. Guaranty Agreement between Relativity Media, LLC and Screen Actors Guild, Inc., dated October 22, 2008.

110. Theatrical Guaranty Agreement between Relativity Media, LLC and Directors Guild of America, Inc., undated.

111. Guaranty Agreement between Relativity Media, LLC and Writers Guild of America, West, Inc., undated.

112. Memorandum Agreement between Spy Next Door LLC and Studio Transportation Drivers Local 399, dated October 3, 2008.

113. Project Agreement between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC and Relativity Films, Inc., undated.

Schedule 5.16

Seller Financial Advisors

1. FTI Consulting, Inc.
2. The Blackstone Group, L.P.

Schedule 5.17

Subsidiaries

1. The Company owns 90% of the outstanding ownership interest of Sky Land Entertainment Ltd., which owns 100% of Sky Land (Beijing) Film-Television Culture Development Ltd.

2. The Company owns 50% of the outstanding ownership interest of Relativity Sports Management, LLC, which owns 59.71% of the outstanding ownership interest of Relativity Sports, LLC.

3. The Company owns 50% of the outstanding ownership interest of Relativity EuropaCorp Distribution, LLC.

4. The Company owns 50% of the outstanding ownership interest of Baker Street Investors, LLC.

5. The Company owns 2.1% of the outstanding ownership interest of Virgin Produced, LLC.

6. Relativity India Holdings, LLC owns 50% of the outstanding ownership interest of Relativity B4U Limited.

7. The Company owns 51% of the outstanding ownership interest of RML DD Licensing I, LLC.

8. The Company owns 100% of the outstanding ownership interest of Rogue Sports, LLC, subject to the terms of the grant agreement in favor of Happy Walters for 15% of the non-voting ownership interests.

9. Upon exercise of the stock options by Relativity Senator, LLC in Senator Entertainment A.G., the other members of Senator Entertainment A.G. will have a right of first refusal to repurchase the equity interest from Relativity Senator, LLC.

10. Pursuant to an equity grant and exchange agreement dated July 12, 2013, in the event that Relativity Holdings LLC ("RHL") converts to a corporation in order to facilitate an IPO, Daniel Fegan is required to contribute his Class A Units of Relativity Sports, LLC to RHL prior to or concurrently with such conversion and in exchange Fegan will receive 1,000,000 Class A Units of RHL.

11. Pursuant to an equity option agreement dated August 14, 2012, upon the occurrence of an IPO of RHL (or an entity formed by RHL for that purpose or that otherwise owns all or substantially all of the RHL business (the "IPO Entity")), YCA Athletics Holdings, LLC ("YCA") is entitled to exchange all of its equity interests in Relativity Sports Management, LLC ("RSM") at the time of the exchange (the "Exchange Units") for a number of common equity interests of the IPO Entity (the

"IPO Entity Units") equal to (A) the product of (x) the total equity value of Relativity Sports, LLC ("Relativity Sports") on a cash free, debt free basis multiplied by (y) a fraction, the numerator of which is the number of Class A Units of Relativity Sports beneficially owned by YCA by virtue of its ownership of Exchange Units and the denominator of which is the number of Class A Units of Relativity Sports outstanding immediately prior to the closing of the exchange on a fully diluted basis, divided by (B) the value per IPO Entity Unit implied by the valuation of the IPO Entity in the final prospectus containing the price for the securities being offered in the IPO.

12. Pursuant to an equity option agreement dated August 14, 2012, upon the occurrence of an IPO of RHL (or an entity formed by RHL for that purpose or that otherwise owns all or substantially all of the RHL business (the "IPO Entity")), Wind Point Sports, LLC ("Rooney Sports") is entitled to exchange all of its Class A Units in Relativity Sports at the time of the exchange (the "Exchange Units") for a number of common equity interests of the IPO Entity (the "IPO Entity Units") equal to (A) the product of (x) the total equity value of Relativity Sports on a cash free, debt free basis multiplied by (y) a fraction, the numerator of which is the number of Exchange Units and the denominator of which is the number of Class A Units of Relativity Sports outstanding immediately prior to the closing of the exchange on a fully diluted basis, divided by (B) the value per IPO Entity Unit implied by the valuation of the IPO Entity in the final prospectus containing the price for the securities being offered in the IPO.

13. Pursuant to an equity option agreement dated August 14, 2012, upon the occurrence of an IPO of RHL (or an entity formed by RHL for that purpose or that otherwise owns all or substantially all of the RHL business (the "IPO Entity")), RS Football Equity, LLC ("RS Football") is entitled to exchange all of its Class A Units in Relativity Sports, LLC ("Relativity Sports") at the time of the exchange (the "Exchange Units") for a number of common equity interests of the IPO Entity (the "IPO Entity Units") equal to (A) the product of (x) the total equity value of Relativity Sports on a cash free, debt free basis multiplied by (y) a fraction, the numerator of which is the number of Exchange Units and the denominator of which is the number of Class A Units of Relativity Sports outstanding immediately prior to the closing of the exchange on a fully diluted basis, divided by (B) the value per IPO Entity Unit implied by the valuation of the IPO Entity in the final prospectus containing the price for the securities being offered in the IPO.

14. Pursuant to an equity option agreement dated August 14, 2012, upon the occurrence of an IPO of RHL (or an entity formed by RHL for that purpose or that otherwise owns all or substantially all of the RHL business (the "IPO Entity")), RS Baseball Equity, LLC ("RS Baseball") is entitled to exchange all of its Class A Units in Relativity Sports, LLC ("Relativity Sports") at the time of the exchange (the

"Exchange Units") for a number of common equity interests of the IPO Entity (the "IPO Entity Units") equal to (A) the product of (x) the total equity value of Relativity Sports on a cash free, debt free basis multiplied by (y) a fraction, the numerator of which is the number of Exchange Units and the denominator of which is the number of Class A Units of Relativity Sports outstanding immediately prior to the closing of the exchange on a fully diluted basis, divided by (B) the value per IPO Entity Unit implied by the valuation of the IPO Entity in the final prospectus containing the price for the securities being offered in the IPO.

The following entities are direct and indirect subsidiaries of Acquired Entities or entities in which an Acquired Entity holds a non-controlling interest, in each case that will be acquired as a result of the acquisition of Acquired Entities:

Sky Land (Beijing) Film-Television Culture Development Ltd.
Relativity Sports, LLC
Relativity Sports Enterprises, LLC
Relativity NEXT, LLC
Relativity Managers & Broadcasters, LLC
RS Operations, LLC
Relativity Basketball, LLC
Relativity Football, LLC
Relativity Baseball, LLC

Schedule 8.2(a)

Conduct of the Business Pending the Closing

Any Seller or any Subsidiary of any Seller may increase the salary of any employee in connection with any promotion as may be reasonably necessary to fill any vacancies in connection with the resignation or termination of any previous employee, provided that such increase in salary does not exceed (i) with respect to any individual employee, the lesser of (x) $20,000 or (y) the salary of the resigning or terminated employee whose position is being replaced less the promoted employee's existing salary, or (ii) $250,000 in the aggregate for all such employees.

Schedule 8.8

Supplementation and Amendment of Schedules

Purchaser will not have the right to terminate the Agreement under Section 8.8 of the Agreement if the proposed supplement or amendments exclusively relate to the music business, the sports business or certain digital assets of the Company and are provided within seven Business Days of the date of the Agreement.

Schedule 10.1(c)

Required Consents

This schedule will be prepared by the parties working together in good faith to capture any contracts that require consent of the counterparty as a result of the Proposed Transaction and that are material to the operations of the Business following the Closing. The parties will work to finalize this schedule as soon as practicable, and in any event no later than seven Business Days prior to the Auction.

Schedule 10.1(e)

Assumption and Assignment of Contracts

This schedule will be prepared by the parties working together in good faith to capture a limited number of contracts that are material to the operations of the Business following the Closing.

EXHIBIT 2

SECOND AMENDED AND RESTATED

ASSET PURCHASE AGREEMENT

among

RELATIVITY MEDIA, LLC

THE OTHER SELLERS NAMED THEREIN

and

RM BIDDER, LLC[1]

Dated as of August ~~21~~27, 2015

[1] In the event of a cash overbid, asset purchase agreement will provide for a guarantor of Purchaser's obligations.

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Exhibit A The Business
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SECOND AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

This SECOND AMENDED AND RESTATED ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of August ~~21~~27, 2015, among the entity identified on the signature page as "Purchaser" ("Purchaser"), Relativity Media, LLC (the "Company"), and each of the Company's subsidiaries listed on the signature page hereto (together with the Company, each, a "Seller" and, collectively, "Sellers").

RECITALS:

A. Sellers are debtors and debtors in possession under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code") as a result of each filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code on July 30, 2015 (the "Petition Date") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), where Sellers' bankruptcy cases are jointly administered under Case No. 15-11989 (collectively, the "Bankruptcy Cases").

B. Sellers are engaged in each of the global media and entertainment business and related businesses further described on Exhibit A (such businesses, the "Business").

C. Purchaser and Sellers entered into an Asset Purchase Agreement (the "Original APA") with respect to certain assets and liabilities of the Business on August 9, 2015.

D. Purchaser and Sellers entered into an Amended and Restated Asset Purchase Agreement to amend and restate the Original APA on August 21, 2015.

~~D~~E. Purchaser and Sellers desire to further amend and restate the Original APA in its entirety as set forth below.

NOW, THEREFORE, the parties hereby agree as follows:

I. DEFINITIONS

1.1 Certain Definitions. For purposes of this Agreement, the following terms, when used in this Agreement with initial capital letters, have the meanings specified in this Section 1.1 or in other Sections of this Agreement identified in Section 1.2:

"Accounts Payable" means all accounts payable and accrued expenses to the extent arising out of the Ordinary Course of Business on or after the Petition Date or arising from the Business and entitled to administrative priority under section 503(b)(9) of the Bankruptcy Code and not Paid before the Closing Date.

"Affiliate" means with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

"AFM" means the American Federation of Musicians.

"AFM Assumption Agreement" means an assumption agreement, effective upon the Closing, in the standard form found in the collective bargaining agreement of the American Federation of Musicians applicable to each Covered Picture, which obligates Purchaser for all obligations thereunder that accrue after the Closing.

"Alternate Bidder" has the meaning set forth in the Bidding Procedures.

"Auction" has the meaning set forth in the Bidding Procedures.

"Bidding Procedures" means the bidding procedures attached to Exhibit B.

"Bidding Procedures Order" means an order of the Bankruptcy Court, substantially in the form attached hereto as Exhibit B.

"Business Day" means any day of the year on which banking institutions in New York City are open to the public for conducting business and are not required or authorized to close.

"Business Plan and Budget" has the meaning set forth in the DIP Loan Agreement.

"Closing Library List" means a list of all motion picture titles to be transferred from the Sellers to the Purchaser at Closing.

"Code" means the Internal Revenue Code of 1986, as amended.

"Competing Transaction" means any of the following, other than the transactions contemplated by this Agreement (the "Proposed Transaction"): (a) a plan of reorganization, a plan of liquidation or other financial and/or corporate restructuring of any Seller that substantially prohibits or impairs the Proposed Transaction; (b) the sale or disposition by Sellers of all or a material portion of the outstanding equity interests of any Seller or the sale or disposition of all or a material portion of the Purchased Assets, in either case which substantially prohibits or impairs the Proposed Transaction, including a transaction that is the result of a successful bid by any Person other than Purchaser at the Auction; (c) a merger, consolidation, business combination, liquidation or recapitalization of any or all Sellers that substantially

prohibits or impairs the Proposed Transaction; or (d) any similar transaction involving any or all Sellers.

"Contract" means any contract, indenture, note, bond, lease or other agreement, whether written or oral.

"Covered Pictures" means those theatrical or television motion pictures of the Sellers that were produced subject to collective bargaining agreements with or on behalf of one or more Guilds, FMSMF, AFM or Equity (UK), for which rights are to be transferred to the Purchaser.

"Documents" means all files, documents, books, records, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans and other similar materials used or held for use in or related to the Business or the Purchased Assets, in each case whether or not in electronic form.

"DIP Account" means the escrow account maintained pursuant to the DIP Loan Agreement.

"DIP Loan Agreement" means that certain Debtor-In-Possession Financing Agreement, dated as of July 30, 2015, by and among Relativity Media, LLC and certain of its subsidiaries as Borrowers, Relativity Holdings LLC as a Guarantor, the Lenders from time to time party thereto, Cortland Capital Market Services LLC as Administrative Agent and Collateral Agent and Administrative Agent, as amended from time to time.

"Employees" means all individuals who are employed by Sellers in the Business on the Closing Date.

"Equipment" means all equipment, furniture, furnishings, on-site vehicles, leasehold improvements and other tangible personal property owned by Sellers and used or held for use in the Business.

"Equity (UK)" means Equity of Guild House.

"Equity (UK) Assumption Agreement" means an assumption agreement, effective upon the Closing, in the standard form found in the collective bargaining agreement of Equity (UK) applicable to each Covered Picture, which obligates Purchaser for all obligations thereunder that accrue after the Closing.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any trade or business (whether or not incorporated) (i) under common control within the meaning of Section 4001(b)(1) of ERISA with any of the Sellers or (ii) which together with any of the Sellers is treated as a single employer under Section 414(t) of the Code.

"Excluded Matter" means the effect of: (i) any change in the United States or foreign economies or financial markets in general; (ii) any change that generally affects the businesses in which Sellers generally compete; (iii) any change arising in connection with earthquakes, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions existing or underway as of the date of this Agreement; (iv) any change in applicable Laws or accounting rules; (v) any actions taken or proposed to be taken by Purchaser or any of its Affiliates with respect to the Proposed Transaction or Sellers; (vi) the public announcement or other disclosure of this Agreement or the Proposed Transaction, compliance with terms of this Agreement or the consummation of the Proposed Transaction; (vii) the filing of the Bankruptcy Cases, including Sellers' inability to pay certain obligations as a result of the filing of the Bankruptcy Cases; or (viii) any matter disclosed in any filings by Sellers with the Bankruptcy Court prior to the date of the Agreement; provided, however, such effects set forth in the foregoing clauses (i), (ii), (iii) or (iv) shall be taken into account in determining whether any Seller Material Adverse Effect has occurred to the extent that any such effects have, or would reasonably be expected to have, a materially disproportionate effect on the Business (excluding the Excluded Assets and the Excluded Liabilities) relative to other participants operating in the businesses in which Sellers generally compete.

"Final Order" means Order (a) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing, motion for reconsideration or motion for new trial has been timely filed or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all material respects without the possibility for further appeal or rehearing thereon; and (b) as to which the time for instituting or filing an appeal, motion for rehearing, motion for reconsideration or motion for new trial shall have expired; provided, however, that even if an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing, motion for reconsideration or motion for new trial are timely filed, an Order will be deemed a Final Order if it provides that it is effective immediately upon entry on the Court's docket and not subject to any stay notwithstanding the provisions of Federal Rule of Bankruptcy Procedure 6004(h), 6006(d), 7062 and Federal Rule of Civil Procedures 62, and that no stay pending appeal has been obtained.

"FMSMF" means Film Musicians Secondary Markets Fund, which operates pursuant to American Federation of Musicians collective bargaining agreements, to collect and distribute residuals under the collective bargaining agreements.

"GAAP" means generally accepted accounting principles in the United States, consistently applied throughout the specified period and the immediately prior comparable period.

"Governmental Body" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local,

or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Guild Assumption Agreement" means an assumption agreement, effective upon the Closing, in the standard form found in the collective bargaining agreement of each Guild applicable to each Covered Picture, which obligates Purchaser for all obligations thereunder that accrue after the Closing.

"Guild Closing Items" means the Guild Note, the Guild Release, the Guild Payment, the Post-Closing Guild Liens, the Closing Library List and the Guild Assumption Agreements.

"Guild Note" means the promissory note, in an amount not to exceed the Note Cap determined in accordance with Section 2.4(e)(iv) to be provided by Purchaser to the Guilds. The Guild Note shall mature on the date 180 days following the Closing Date and shall not bear interest.

"Guild Payment" means the repayment of the Guild Note in full.

"Guild Release" means the Settlement and Release Agreement, in a form to be agreed upon, by which applicable Guilds will release Sellers in connection with Pre-Existing Guild Claims payable by Purchaser pursuant to this Agreement.

"Guilds" means the Writers Guild of America West, Inc., for itself and its affiliate Writers Guild of America East, Inc. (collectively, "WGA"), the Screen Actors Guild-American Federation of Television and Radio Artists ("SAG-AFTRA"), the Directors Guild of America, Inc. (the "DGA") and their respective pension and health plans, as well as the Motion Picture Industry Pension and Health Plans ("MPIPHP").

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Indebtedness" of any Person means, without duplication: (i) the principal of and premium (if any) in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the Ordinary Course of Business); (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (v) all obligations of the type referred to in clauses (i) through (iv) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (vi) all obligations of the type referred to in clauses (i) through (v) of other Persons secured by any Lien

on any property or asset of such Person (whether or not such obligation is assumed by such Person).

"Intellectual Property" means all worldwide intellectual property and rights, title and interests arising from or in respect of the following: all (i) inventions, discoveries, industrial designs, utility models, business methods, patents and patent applications (including provisional and Patent Cooperation Treaty applications), including continuations, divisionals, continuations-in-part, reexaminations and reissues, extensions, renewals and any patents that may be issued with respect to the foregoing (collectively, "Patents"); (ii) trademarks, service marks, certification marks, collective marks, trade names, business names, slogans, acronyms, forms of advertisement, assumed names, d/b/a's, fictitious names, brand names, trade dress, logos, designs, devices, signs, symbols, design rights including product design, configuration and packaging rights, internet domain names, user names, screen names, internet and mobile account names, icons, symbols or designations, corporate names, and general intangibles of a like nature and other indicia of identity, origin or quality, whether registered, unregistered or arising by Law, and all applications, registrations, and renewals for any of the foregoing, together with the goodwill associated with and symbolized by each of the foregoing (collectively, "Trademarks"); (iii) published and unpublished works of authorship in any medium, whether copyrightable or not, whether in final form or not, in all media now known or hereafter created, including writings, graphics, artworks, photographs, compositions, sound recordings, motion pictures and audiovisual works, databases and other compilations of information, computer software, mobile and internet applications and content, source code, object code, algorithms, and other similar materials, all packaging, advertising and promotional materials related to the products, and all copyrights and moral rights, to the fullest extent assignable or waivable, therein and thereto, and registrations and applications therefor, and all issuances, renewals, extensions, restorations and reversions thereof (collectively, "Copyrights"); and (iv) confidential and proprietary information, trade secrets, and know-how, including methods, processes, business plans, strategy, marketing data, marketing studies, advertisements, schematics, concepts, software and databases (including source code, object code and algorithms), formulae, recipes, drawings, prototypes, models, designs, devices, technology, research and development and customer information and lists (collectively, "Trade Secrets"), together with all rights of action for past, present and future infringement of any of the foregoing Intellectual Property and the right to receive all proceeds and damages therefrom.

"Intercreditor Agreements" means (i) the P&A Intercreditor Agreement, (ii) the Production Intercreditor Agreements, and (iii) the Ultimates Intercreditor Agreement.

"IRS" means the Internal Revenue Service.

"Knowledge of Sellers" means the actual knowledge of those officers of Sellers identified on Schedule 1.1(a). Purchaser acknowledges and agrees that none of

those officers of Sellers identified on Schedule 1.1(a) shall have any liability to Purchaser as a result of being so identified.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation or common law requirement.

"Legal Proceeding" means any judicial, administrative or arbitral actions, suits, proceedings (public or private) or claims or any proceedings by or before a Governmental Body.

"Liability" means any debt, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due), and including all costs and expenses relating thereto.

"Lien" as applied to any Person means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, proxy, voting trust or agreement, transfer restriction under any shareholder or similar agreement or encumbrance or any other right of a third party in respect of an asset of such Person.

"Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body.

"Ordinary Course of Business" means the ordinary and usual course of normal day-to-day operations of the Business through the date of this Agreement consistent with past practice and, from and after July 30, 2015 through the Closing, the Business Plan and Budget.

"P&A Funding Agreement" means, collectively with all the related loan and other documents identified therein, the Second Amended and Restated Funding Agreement with Macquarie US Trading LLC LLC, as agent, Macquarie Bank Limited, as Post-Release Lender, and RKA Film Financing, LLC, as Pre-Release Lender and Pre-Release Lender Agent (as all such terms are defined therein), as amended by the First Amendment, dated August 26, 2014.

"P&A Intercreditor Agreement" means, collectively, (i) that certain Amended and Restated Subordination Agreement, dated as of December 21, 2012, by and among, Manchester Securities Corp., Manchester Library Company LLC, Relativity Holdings LLC and certain of its subsidiaries as Borrowers, certain of the Borrowers' subsidiaries as Guarantors, Cortland Capital Market Services, LLC, as Administrative Agent and Collateral Agent for the Lenders (as defined therein), CB Agency Services, LLC, as agent for the Original P&A Lenders (as defined therein), and Macquarie US Trading LLC as agent for the 2013 P&A Lenders (as defined therein), as may be amended, modified or supplemented from time to time and (ii) that certain Third Amended and Restated Intercreditor and Subordination Agreement, dated as of June 30, 2014 (as amended, modified, or supplemented from time to time), by and among

Macquarie US Trading LLC, as senior agent, and Cortland Capital Market Services LLC, as junior agent.

"P&A Security Agreement" means the "Security Agreement" as defined in the P&A Funding Agreement, which, for the avoidance of doubt, is that certain Amended and Restated Security Agreement, dated as of January 21, 2014 (as amended, modified, or supplemented from time to time), by and among RML Distribution Domestic, LLC, RMLDD Financing, LLC, the other Grantors party thereto, and Macquarie US Trading LLC, as collateral agent, the form of which was attached as Exhibit S-1 to the P&A Funding Agreement.

"Paid" means that a Liability has been paid, a check issued against good funds has been dispatched or other provision has been made for the discharge of such Liability, in each case, as to Accounts Payable, prior to the Closing Date.

"Permits" means any approvals, authorizations, consents, licenses, permits or certificates of a Governmental Body.

"Permitted Exceptions" means: (i) statutory Liens for current Taxes, assessments or other governmental charges not yet delinquent; (ii) mechanics', carriers', workers', repairers' and similar Liens arising or incurred in the Ordinary Course of Business; (iii) zoning, entitlement and other land use and environmental regulations by any Governmental Body (provided that such regulations have not been violated in any material respect and in the aggregate do not and will not materially interfere with the use and operation of the property or assets to which they relate in the manner and for the purposes heretofore used by Sellers); (iv) title of a lessor under a capital or operating lease; (v) any other imperfections in title, charges, easements, restrictions and encumbrances that do not materially affect the value or use of the affected asset; (vi) Liens for Taxes that constitute Assumed Liabilities; (vii) Liens that will be released by the Sale Order; (viii) Pre-Existing Guild Liens; and (ix) Liens listed on Schedule 1.1(b).

"Person" means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

"Post-Closing AFM Claims" means any and all claims by the AFM in connection with obligations arising under each AFM Assumption Agreement executed and delivered by Purchaser for all obligations thereunder that accrue after the Closing.

"Post-Closing Equity (UK) Claims" means any and all claims by Equity (UK) in connection with obligations arising under each Equity (UK) Assumption Agreement executed and delivered by Purchaser after the Closing.

"Post-Closing FMSMF Claims" means any and all claims by FMSMF in connection with obligations arising under each AFM Assumption Agreement executed and delivered by Purchaser after the Closing.

"Post-Closing Guild Claims" means any and all claims by each Guild in connection with obligations arising under each Guild Assumption Agreement executed and delivered by Purchaser after the Closing.

"Post-Closing Guild Liens" means the security interests granted to each Guild by Purchaser in and upon each of the applicable Covered Pictures to secure Purchaser's performance of all obligations under the Guild Note, which security interests shall be cross-collateralized by each and every applicable Covered Picture, but which shall automatically terminate immediately upon Purchaser repaying the Guild Note in full.

"Post-Release P&A Lenders" means the post-release lenders under that certain Second Amended and Restated Funding Agreement with Macquarie US Trading LLC LLC, as agent, Macquarie Bank Limited, as Post-Release Lender, and RKA Film Financing, LLC, as Pre-Release Lender and Pre-Release Lender Agent.

"Pre-Existing Guild Claims" means any and all claims by each Guild against the Sellers, whether or not secured, that relate to the Covered Pictures and that are accrued but unpaid as of the Closing.

"Pre-Existing Guild Liens" means any and all validly-perfected, duly-enforceable liens and security interests held by one or more Guilds in any of the Covered Pictures prior to the Closing.

"Production Intercreditor Agreements" means intercreditor agreements entered into among the relevant Senior Lenders and the Lenders under the Term Loan Agreement with respect to the financing of the following films (i) the Disappointments Room, (ii) Masterminds, (iii) 3:10 to Yuma and (v) the Forbidden Kingdom.

"Production Loan Agreements" means that certain amended and restated loan and security agreement dated as of August 5, 2014 as amended, restated, modified, supplemented, renewed or replaced from time to time, between CIT Bank, N.A., formerly known as OneWest Bank, N.A., as agent, the lenders party thereto and, *inter alia* Armored Car Productions, LLC, and that certain amended and restated loan and security agreement dated as of September 5, 2014 as amended, restated, modified, supplemented, renewed or replaced from time to time, between CIT Bank, N.A., formerly known as OneWest Bank, N.A., as agent, the lenders party thereto and, *inter alia* DR Productions, LLC.

"Purchased Contracts" means all Contracts of Sellers used or held for use in or related to the Business that are unexpired as of the Closing Date and have not been

rejected (or the subject of a pending rejection motion) by Sellers or designated as Excluded Assets on Schedule 2.2(~~i~~d).

"Purchased Intellectual Property" means all of the following: (i) the Purchased Trademarks; (ii) all Patents, Copyrights and Trade Secrets owned by Sellers in whole or in part to the extent such Patents, Copyrights or Trade Secrets are used or held for use in connection with the operation or conduct of the Business; (iii) all licenses granted to the Purchased Trademarks, Patents, Copyrights or Trade Secrets owned by Sellers to the extent such licenses are used or held for use in connection with the operation or conduct of the Business; (iv) all licenses for use of Intellectual Property owned by others to the extent such licensed Intellectual Property is used or held for use in connection with the operation or conduct of the Business; and (v) all rights of action for past, present and future infringements of any of the foregoing and the right to receive all proceeds and damages therefrom.

"Purchased Trademarks" means the Trademarks used or held for use in connection with the operation or conduct of the Business, including those listed on Schedule 1.1(c).

"Purchaser Material Adverse Effect" means a material adverse effect on the ability of Purchaser to consummate the Proposed Transaction.

"Real Property" means the leased real property as to which the applicable Real Property Lease is assumed by Purchaser hereunder.

"Relativity Media 401(k) Plan" means the Relativity Media, LLC 401(k) Plan.

"Sale Hearing" means the hearing before the Bankruptcy Court held pursuant to the Bidding Procedures Order to determine the highest or otherwise best bid(s) for the Purchased Assets.

"Sale Order" means the order (or orders) of the Bankruptcy Court, in form and substance acceptable to Purchaser and Sellers, approving this Agreement and all of the terms and conditions of this Agreement and approving and authorizing Sellers to consummate the Proposed Transaction pursuant to sections 363 and 365 of the Bankruptcy Code and providing, among other things, substantially as follows: (i) the Purchased Assets sold to Purchaser (or its designated Affiliate or Affiliates) pursuant to this Agreement will be transferred to Purchaser (or its designated Affiliate or Affiliates) free and clear of all Liens (other than (a) Liens created by Purchaser (or its designated Affiliate or Affiliates), (b) Permitted Exceptions and (c) Liens expressly assumed by Purchaser (or its designated Affiliate or Affiliates) as Assumed Liabilities under this Agreement); (ii) the Purchased Contracts are assumed by Sellers and assigned to Purchaser (or its designated Affiliate or Affiliates) on the terms set forth in this Agreement; (iii) Purchaser has acted in "good faith" within the meaning of section 363(m) or other applicable section of the Bankruptcy Code; (iv) this Agreement was negotiated, proposed and entered into by the parties without collusion, in good faith and from arm's-length bargaining positions; (v) the Bankruptcy Court will retain

jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement as provided in Section 12.4 of this Agreement; (vi) this Agreement and the Proposed Transaction may be specifically enforced against, and not subject to rejection or avoidance by, Sellers or any chapter 7 or chapter 11 trustee of Sellers; and (vii) the Closing will occur in accordance with the terms and conditions of this Agreement.

"Seller Material Adverse Effect" means any event, occurrence, change, condition, circumstance, development or effect (regardless of whether such event, occurrence, change, condition, circumstance, development or effect constitutes a breach of any representation, warranty or covenant of Sellers hereunder) which has had or would reasonably be expected, individually or in the aggregate, (i) to have a material and adverse effect on, or result in a material and adverse change in or to the Business or its results of operations or financial condition or (ii) materially impair the ability of Sellers to consummate the Proposed Transaction or perform their obligations under this Agreement, other than in the case of clause (i) an effect or change resulting from an Excluded Matter.

"Senior Lenders" means the secured lenders to which the relevant obligors owe the Senior Obligations.

"Senior Obligations" means (i) the Senior Indebtedness (as defined in the P&A Intercreditor Agreement), (ii) the Senior Obligations (as defined in the Ultimates Intercreditor Agreement), and (iii) the Production Loan Obligations (as defined in each of the Production Intercreditor Agreements **and Production Loan Agreements**).

"Specified Collateral" has the meaning set forth in the P&A Security Agreement**, which has been filed with the Bankruptcy Court in connection with the Bankruptcy Cases at ECF No. 318**.

"Tax Authority" means any Governmental Body or employee thereof charged with the administration of any Law relating to Taxes.

"Tax Return" means all returns, declarations, reports, estimates, information returns and statements required to be filed in respect of any Taxes (including any attachments thereto or amendments thereof and all supporting work papers relating to any of the foregoing).

"Taxes" means: (i) all federal, state, local or foreign taxes, charges or other assessments, including all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes; (ii) any item described in clause (i) for which a taxpayer is liable as a transferee or successor, by reason of being a member of an affiliated, consolidated, combined or unitary group or the regulations under Section 1502 of the Code, or by contract, indemnity or otherwise; and (iii) all interest,

penalties, fines, additions to tax or additional amounts imposed by any Tax Authority in connection with any item described in clause (i) or (ii).

"Term A Loans" has the meaning ascribed to such term in the Term Loan Agreement.

"Term A-1 Loans" has the meaning ascribed to such term in the Term Loan Agreement.

"Term Loan Agreement" means that certain Financing Agreement, dated as of May 30, 2012, by and among Relativity Media LLC and certain of its subsidiaries as Borrowers, Relativity Holdings LLC as Guarantor, the Lenders party thereto, Cortland Capital Market Services LLC as Administrative Agent and Collateral Agent and CB Agency Services, LLC as Origination Agent, as amended from time to time.

"Term B Loans" has the meaning ascribed to such term in the Term Loan Agreement.

"Ultimates Intercreditor Agreement" means that certain Subordination and Intercreditor Agreement, dated as of September 25, 2012, by and among **CIT Bank, N.A., formerly known as** OneWest Bank, ~~FSB~~**N.A.**, as Administrative Agent for the Senior Creditors (as defined therein), Cortland Capital Market Services LLC, as Administrative Agent and Collateral Agent for the Second Lien Lenders (as defined therein), Manchester Securities Corp., and Manchester Library Company LLC, as may be amended, modified or supplemented from time to time.

1.2 Terms Defined Elsewhere in this Agreement. For purposes of this Agreement, the following terms have meanings set forth in the sections indicated:

Term	Section
2014 Financial Statements	5.5
Acquired Entities	2.1(b)(xi)
Acquired Seller	2.1(b)(xii)
Agreement	Preamble
Allocation Notice of Objection	11.2(a)
Antitrust Division	8.4(a)
Antitrust Laws	8.4(b)
Antitrust Order	8.4(b)
Assumed Liabilities	2.3
Auction Date	7.1
~~Avoidance Actions~~	~~2.1(b)(ii)~~
Bankruptcy Cases	Recitals
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Business	Recitals
Chapter 11 Deposits	2.2(c)
Closing	4.1
Closing Date	4.1

Term	Section
Company	Preamble
Copyrights	1.1 (“Intellectual Property”)
Credit Bid Consideration	3.1(c)
Cure Amounts	2.6
Deposits	2.1(b)(i)
Employee Benefit Plans	5.13(a)
Excluded Assets	2.2
Excluded Liabilities	2.5
Expense Reimbursement	7.2
Final Allocation Statement	11.2(a)
Financial Statements	5.6
FTC	8.4(a)
Interim Financial Statements	5.5
Multiemployer Plan	9.5(a)
Necessary Consent	2.7(a)
Note Cap	2.4(e)(iv)
Original APA	Recitals
Patents	1.1 (“Intellectual Property”)
Periodic Non-Income Taxes	11.3(a)
Petition Date	Recitals
Pre-Closing Straddle Period	11.3(b)
Proposed Allocation Statement	11.2(a)
Proposed Transaction	1.1 (“Competing Transaction”)
Purchase Price	3.1
Purchased Assets	2.1(b)
Purchaser	Preamble
Purchaser Guild Calculation	2.4(b)(i)
Real Property Lease	5.5
Referee	2.4(e)(iii)
Rights Offering	8.10
Seller or Sellers	Preamble
Straddle Period	11.3(b)
Termination Date	4.4(a)
Trade Secrets	1.1 (“Intellectual Property”)
Trademarks	1.1 (“Intellectual Property”)
Transfer Taxes	11.1
Transferred Employees	9.1

1.3 Other Definitional and Interpretive Matters. (a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation will apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded.

(ii) Dollars. Any reference in this Agreement to $ will mean U.S. dollars.

(iii) Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to in this Agreement are hereby incorporated in and made a part of this Agreement as if set forth in full in this Agreement. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein will be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender will include all genders, and words imparting the singular number only will include the plural and vice versa.

(v) Headings. The division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and will not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(vi) Herein. The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Including. The word "including" or any variation thereof means "including, without limitation," and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as jointly drafted by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

II. PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets. (a) On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser will (or will cause its designated Affiliate or Affiliates to) purchase, acquire and accept from Sellers, and Sellers will sell, transfer, convey and deliver to Purchaser (or its designated Affiliate or Affiliates), all of Sellers' right, title and interest in, to and under the Purchased Assets, free and clear of all Liens (other than (i) Liens created by Purchaser (or its designated Affiliate or Affiliates), (ii) Permitted Exceptions and (iii) Liens expressly

assumed by Purchaser (or its designated Affiliate or Affiliates) as Assumed Liabilities under this Agreement).

(b) The term "Purchased Assets" means all of Sellers' business, assets, properties, contractual rights, goodwill, going concern value, rights and claims used or held for use in the Business (other than the Excluded Assets) as of the Closing, including:

(i) all deposits (including customer deposits and security deposits for rent, electricity, telephone or otherwise) and prepaid charges and expenses of Sellers related to the Business, in each case to the extent utilizable by Purchaser as of or after the Closing ("Deposits"), other than Chapter 11 Deposits;

(ii) ~~all avoidance actions or similar causes of action arising under sections 544 through 553 of the Bankruptcy Code related to the Business brought against any landlords, lessors, vendors, service providers or similar Persons (but in no event including insider, affiliates or fiduciaries of the Sellers or Senior Lenders), including any proceeds thereof (collectively, the "Avoidance Actions");~~**[intentionally omitted];**

(iii) the Equipment;

(iv) accounts receivable related to the Business;

(v) the Purchased Intellectual Property;

(vi) the Purchased Contracts;

(vii) all Documents, including Documents relating to products, services, marketing, advertising, promotional materials, personnel files for Transferred Employees and all files, customer files and documents (including credit information), supplier lists, records, literature and correspondence, but excluding any Documents primarily related to an Excluded Asset; provided, however, that Sellers may retain copies of all Documents;

(viii) all Permits used or held for use by Sellers in the Business to the extent assignable;

(ix) all cash (including undeposited checks and uncleared checks) and cash equivalents, except for any amounts remaining in the DIP Account that are required to fund wind-down expenses in accordance with the Business Plan and Budget;

(x) the Relativity Media 401(k) Plan;

(xi) any shares of capital stock or other equity interest of any direct subsidiary (other than a Seller) of any of the Sellers that relates to the Business (the "Acquired Entities"), including those subsidiaries listed on Schedule 2.1(b)(x) (and, as a result of acquiring the Acquired Entities, any direct or indirect subsidiary of such Acquired Entity, which shall also be deemed an "Acquired Entity" hereunder for purposes of Section 4.4(j) and Article V), or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of such subsidiaries;

(xii) any shares of capital stock or other equity interest of any Seller designated as a Purchased Asset pursuant to Section 2.7(d) (an "Acquired Seller") or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of such Acquired Seller;

(xiii) all goodwill and other intangible assets associated with the Business, including goodwill associated with the Purchased Intellectual Property;

(xiv) all rights under or arising out of all insurance policies relating to the Business or the Purchased Assets, unless non-assignable as a matter of Law; and

(xv) any assets of Sellers designated as Purchased Assets on Schedule 2.1(b).

2.2 Excluded Assets. Nothing contained in this Agreement will be deemed to constitute an agreement to sell, transfer, assign or convey the Excluded Assets to Purchaser, and Sellers will retain all right, title and interest to, in and under the Excluded Assets. The term "Excluded Assets" means:

(a) any cash remaining in the DIP Account that is required to fund wind-down expenses in accordance with (i) the Business Plan and Budget plus (ii) as is reasonably necessary to fund necessary wind-down expenses; provided that any such expenses described in clause (ii) of this subsection (a) are subject to the prior approval of Purchaser, to be granted or withheld in Purchaser's sole discretion;

(b) any minute books, stock ledgers, corporate seals and stock certificates of Sellers (other than Acquired Sellers), books and records that Sellers (other than Acquired Sellers) are required by Law to retain, and Tax Returns of the Sellers (other than Acquired Sellers); provided, however, that Sellers will deliver to Purchaser at Closing copies of any portions of such retained books and records related to the Business or any of the Purchased Assets and Sellers (other than Acquired Sellers) and agree to preserve such records in accordance with Section 8.6;

(c) all postpetition adequate assurance deposits provided to utilities and any deposits provided to suppliers or service providers to Sellers on a prepetition or postpetition basis, or any retainers or other deposits with such professionals (collectively, the "Chapter 11 Deposits");

(d) any assets of Sellers designated as Excluded Assets on Schedule 2.2(d);

(e) refunds, credits and rebates of Taxes that are not related to the Purchased Assets or the Business for any period or portion thereof prior to or ending on the Closing Date; **provided, for the avoidance of doubt, Purchased Assets shall not include any refunds, credits or rebates of taxes that constitute collateral for any loan under a Production Loan Agreement.**

(f) all rights in or to assets leased by Sellers except to the extent the Liabilities under the associated lease are assumed by Sellers and such lease is assigned to Purchaser;

(g) all Employee Benefit Plans, other than the Relativity Media 401(k) Plan and subject to Section 2.7(e);

(h) any shares of capital stock or other equity interest of any Seller (other than an Acquired Seller and other than any shares of capital stock or other equity interest of any Seller owned directly or indirectly by such Acquired Seller), any subsidiary of the Company designated as an Excluded Asset pursuant to Section 2.7(d) or any subsidiary of the Company that does not relate to the Business or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of such Person; and

(i) all causes of action ~~other than the Avoidance Actions~~.

2.3 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser will (or will cause its designated Affiliate or Affiliates to) assume, effective as of the Closing, and will timely perform and discharge in accordance with their respective terms, only the following Liabilities (collectively, the "Assumed Liabilities"):

(a) all Accounts Payable;

(b) all Liabilities of Sellers under the Purchased Contracts that arise from and after the Closing;

(c) any cure amounts that Purchaser is required to pay pursuant to Section 2.6;

(d) all Transfer Taxes;

(e) all Liabilities that Purchaser has agreed to assume, pay or discharge pursuant to this Agreement, as well as all Liabilities arising out of the Purchased Assets from and after the Closing;

(f) (i) the Pre-Existing Guild Liens, if any, (ii) the Post-Closing Guild Liens applicable to the Covered Pictures and (iii) the applicable Post-Closing Guild Claims, Post-Closing FMSMF Claims, Post-Closing AFM Claims and Post-Closing Equity (UK) Claims concerning those Covered Pictures that are subject to collective bargaining agreements with certain of the Guilds, FMSMF, AFM or Equity (UK), as applicable; provided, however, that upon timely delivery by Purchaser of the Guild Closing Items, all Pre-Existing Guild Claims shall be satisfied and discharged in accordance with the Guild Note;

(g) all Liabilities arising out of or related to the Relativity Media 401(k) Plan; and

(h) those Liabilities of Sellers designated as Assumed Liabilities on Schedule 2.3(h).

2.4 Treatment of Guild Claims.

(a) At the Closing, Purchaser shall execute and deliver assumption agreements with the Guilds in the standard form found in each applicable collective bargaining agreement, by which Purchaser shall agree, for the benefit of each of the Guilds in connection with the Covered Pictures applicable thereto and acquired by Purchaser to pay required contributions with respect to the Covered Pictures only that relate to time periods that occur and monies collected by or credited to Purchaser and first accruing after the Closing, to observe all other assumed obligations only in connection with the applicable Covered Pictures that relate to monies collected by or credited to Purchaser and time periods after the Closing. Each such assumption agreement shall include a schedule specifying all pictures covered by the corresponding Guilds. In connection with all unproduced written materials subject to a WGA collective bargaining agreement, Purchaser or its designated transferee shall execute a standard-form WGA Literary Material Assumption Agreement.

(b) The applicable Pre-Existing Guild Liens shall be retained as to each applicable Covered Picture purchased by Purchaser to secure performance by Purchaser in connection with Post-Closing Guild Claims with respect to that applicable Covered Picture.

(c) At the Closing, Purchaser shall deliver to the Guilds, or their designee(s):

(i) each applicable Guild Assumption Agreement;

(ii) the respective Guild Releases; and

(iii) the respective Post-Closing Guild Liens.

(d) Purchaser shall grant no new lien on the applicable Purchased Assets senior to each applicable Post-Closing Guild Lien.

(e) Amount of Guild Note.

(i) As promptly as practicable, but no more than 60 days following the Closing Date, Purchaser shall deliver to the Guilds a notice setting forth Purchaser's calculation of the aggregate amount of the Pre-Existing Guild Claims (the "Purchaser Guild Calculation"), together with reasonable detail with respect to such calculation as may be appropriate to support the calculations set forth therein.

(ii) If the Guilds disagree with the Purchaser Guild Calculation, they may, within 30 days after their receipt of the Guild Calculation, deliver a written notice to Purchaser reasonably detailing such disagreement and setting forth the Guild's calculation of such disputed amount(s). Any such notice shall specify all items or amounts with which the Guilds disagree, and the Guilds shall be deemed to have agreed with all other items and amounts contained in the Guild Calculation, which agreement shall be final and binding upon, and nonappealable by, the Guilds and Purchaser with respect to such undisputed amounts.

(iii) If a notice of disagreement is delivered in accordance with this Section 2.4(e), the Guilds and Purchaser shall, during the 30 days following such delivery, seek in good faith to reach agreement on the disputed items or amounts in order to determine the aggregate amount of the Pre-Existing Guild Claims. At the end of such period, if the Guilds and Purchaser are unable to reach such agreement, they shall promptly thereafter appoint and retain, an arbitrator to be mutually agreed (the "Referee") to review the relevant portions of this Agreement, the Purchaser Guild Calculation and the disputed items or amounts for the purpose of calculating the aggregate amount of the Pre-Existing Guild Claims. In making such calculation, the Referee shall be instructed to consider only those items or amounts in the Purchaser Guild Calculation that the Guilds included in their notice of disagreement and as to which there remains a disagreement. The Referee shall be instructed to deliver to the Guilds and Purchaser, as promptly as practicable (but in no event later than 30 days from the date of engagement of the Referee), a report setting forth its calculation of the aggregate amount of the Pre-Existing Guild Claims; provided, however, that the Referee may not assign a value to any item greater than the greatest value for such item claimed by either party or less than the smallest value for such item claimed by one of the parties, in the case of Purchaser, in the Purchaser Guild Calculation or in the case of the

Guilds, in the notice of disagreement delivered in accordance with this Section 2.4(e). Such report shall be final and binding upon, and non-appealable by, the Guilds and Purchaser. The costs and expenses of the Referee shall be borne in the same proportion that the aggregate dollar amount of such remaining disputed items so submitted to the Referee that are unsuccessfully disputed by Purchaser, on the one hand, and the Guilds, on the other hand, as finally determined by the Referee, bears to the total dollar amount of such remaining disputed items so submitted. Each of Sellers, Purchaser and the Guilds shall afford reasonable access to their respective personnel, properties, books and records for any purpose relating to calculation of the aggregate amount of the Pre-Existing Guild Claims contemplated by this Section 2.4(e).

(iv) Promptly following the final determination of the aggregate amount of the Pre-Existing Guild Claims pursuant to this Section 2.4(e), Purchaser shall issue the Guild Note to the Guilds. Notwithstanding anything in this Agreement to the contrary, the amount of the Guild Note will not exceed an amount equal to (i) $25 million minus (ii) the amount of any Pre-Existing Guild Claims satisfied between the Petition Date and Closing (the "Note Cap") and, in the event that Purchaser and the Guilds agree, or the Referee finds, that the aggregate amount of the Pre-Existing Guild Claims is greater than the Note Cap, the amount of the Guild Note will be equal to the Note Cap. Notwithstanding the foregoing, if there is a material increase in the number of Covered Pictures at the time of Closing, as compared with the list of Covered Pictures understood as of August 10, 2015, the Note Cap will be increased solely by the amount of Pre-Existing Guild Claims, as finally determined pursuant to this Section 2.4(e), associated with such additional Covered Pictures.

(f) Upon timely receipt by each Guild, as applicable, of Guild Closing Items, and except as applicable pursuant to each Guild Closing Item: (i) the Guilds shall release the Sellers, the Sellers' bankruptcy estates, and all of their affiliates of all liability in connection with all Pre-Existing Guild Claims; (ii) the Guilds shall release the Sellers, the Sellers' bankruptcy estates, and all of their affiliates of any liability in connection with all Post-Closing Guild Claims; and (iii) the Guilds will have no claim against the Purchased Assets except as applicable through the Guild Closing Items. These releases do not extend to any entity not party to this Agreement and any of their affiliates that is otherwise obligated to pay residuals in connection with rights in Covered Pictures or in Sellers' pictures that are not transferred to Purchaser.

(g) The Guilds shall retain sole discretion concerning allocation of the Guild Payment as between and among each Guild, and as among each of the Covered Pictures.

(h) Purchaser and Sellers will provide the Guilds with reasonably prompt written notice of any designation of rights in motion pictures as Excluded Assets or Purchased Assets, as applicable.

2.5 Excluded Liabilities. Purchaser will not assume and will be deemed not to have assumed, and Sellers will remain liable with respect to, any Liabilities of Sellers other than the Assumed Liabilities (such other Liabilities, the "Excluded Liabilities"), including:

(a) all Liabilities arising out of Excluded Assets;

(b) all Liabilities under the Purchased Contracts that arise before the Closing;

(c) all Liabilities of any Seller arising under this Agreement;

(d) all Liabilities arising out of or related to Employee Benefit Plans, other than as specified herein for benefit plans associated with the Guilds, and for the Relativity Media 401(k) Plan and subject to Section 2.7(e); and

(e) any Liability arising out of or related to the Purchased Assets or the Business related to facts or actions occurring or accruing prior to the Closing that is not expressly included among the Assumed Liabilities.

2.6 Cure Amounts. Pursuant to section 365 of the Bankruptcy Code, Sellers will, effective as of Closing, assume the Purchased Contracts (to the extent not previously assumed) and assign the Purchased Contracts to Purchaser (or its designated Affiliate or Affiliates), and Purchaser (or its designated Affiliate or Affiliates) will assume all Liabilities pursuant to the Purchased Contracts. Without limitation to the condition set forth in Section 10.1(f), the cure amounts necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Purchased Contracts (as ultimately determined by the Bankruptcy Court, the "Cure Amounts") will be paid by Purchaser (to the extent not paid by Sellers prior to Closing), as and when finally determined by the Bankruptcy Court pursuant to the procedures set forth in the Sale Order, and not by Sellers, and Sellers will have no liability for any Cure Amounts. After the Closing, Purchaser shall have the right to control, and Sellers shall reasonably cooperate with the Purchaser in connection with, the prosecution of any litigation relating to the final determination of Cure Amounts.

2.7 Non-Assignment of Assets. (a) Notwithstanding any other provision of this Agreement to the contrary, this Agreement will not constitute an agreement to assign or transfer and will not effect the assignment or transfer of any Purchased Asset if (i) an attempted assignment thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any third party thereto (each such action, a "Necessary Consent"), would constitute a breach thereof or in any way adversely affect the rights of Purchaser thereunder and (ii) the Bankruptcy

Court has not entered an Order providing that such Necessary Consent is not required. In such event, Sellers and Purchaser will use their reasonable best efforts to obtain the Necessary Consents with respect to any such Purchased Asset or any claim or right or any benefit arising thereunder for the assignment thereof to Purchaser as Purchaser may reasonably request; provided, however, that Sellers will not be obligated to pay any consideration therefor to any third party from whom consent or approval is requested. If such Necessary Consent has not been obtained, or if an attempted assignment thereof would be ineffective or would adversely affect the rights of any Seller thereunder so that Purchaser would not in fact receive all such rights, such Seller and Purchaser will cooperate in a mutually agreeable arrangement, to the extent feasible and at no expense to such Seller, under which Purchaser would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, including subcontracting, sub-licensing or sub-leasing to Purchaser, or under which such Seller would enforce for the benefit of Purchaser with Purchaser assuming such Seller's obligations and any and all rights of such Seller against a third party thereto. The Sellers shall hold in trust for, and pay to Purchaser promptly upon receipt thereof, all income, proceeds and other monies received by the Sellers derived from their use of any such Purchased Asset or any claim or right or any benefit arising thereunder. Once any such Necessary Consent is obtained, the Sellers shall promptly transfer, assign, convey and deliver such Purchased Asset and all claims, right and benefits arising thereunder at no additional cost to Purchaser.

(b) Subject to Section 2.7(a), if after the Closing (i) Purchaser or any of its subsidiaries holds any Excluded Assets or Excluded Liabilities or (ii) any Seller or any of their subsidiaries holds any Purchased Assets or Assumed Liabilities, Purchaser or the applicable Seller, will promptly transfer (or cause to be transferred) such assets or assume (or cause to be assumed) such Liabilities to or from (as the case may be) the other party. Prior to any such transfer, the party receiving or possessing any such asset will hold it in trust for such other party.

(c) Notwithstanding anything in this Agreement to the contrary, (i) at any time prior to the date that is five Business Days prior to the Closing Date, Purchaser will be entitled, in its sole discretion, to designate any Contract of Sellers as an Excluded Asset by providing written notice thereof to Sellers and any Contract so added will be deemed to be an "Excluded Asset" (and not a "Purchased Contract") for all purposes hereunder and (ii) at any time prior to the date that is five Business Days prior to the Closing Date, Purchaser will be entitled, in its sole discretion, to request Sellers to add to the list of Purchased Contracts any Contract used or held for use in or related to the Business to which any Seller is a party that has been made available to Purchaser by providing written notice thereof to Sellers, and any Contract so added will constitute a Purchased Asset. Sellers will give written notice to Purchaser prior to the submission by any Seller of any motion in its Bankruptcy Case or the Bankruptcy Cases to reject any Contract used or held for use in the Business; provided that in no event will any Seller reject or seek to reject any Contract used or held for use in the Business prior to the Closing Date unless prior

written approval has been obtained from Purchaser; and provided, further, that Sellers will not reject or seek to reject any Contract which is a Purchased Contract. For the avoidance of doubt, Purchaser will not be entitled to add to the list of Purchased Contracts any Contract that exclusively relates to an Excluded Asset.

(d) Notwithstanding anything in this Agreement to the contrary, (i) at any time prior to the date that is at least 15 Business Days prior to the Closing Date, Purchaser will be entitled, in its sole discretion, to designate shares of capital stock or other equity interest of any Seller, other than the Sellers listed on Schedule 2.7(d), as a Purchased Asset by providing written notice thereof to Sellers and such shares and interests will be deemed to be a "Purchased Asset" (and not an "Excluded Asset") for all purposes hereunder and (ii) at any time prior to the date that is at least 15 Business Days prior to the Closing Date, Purchaser will be entitled, in its sole discretion, to designate shares of capital stock or other equity interest of any subsidiary of the Company, as an Excluded Asset by providing written notice thereof to Sellers and such shares and interests will be deemed to be an "Excluded Asset" (and not a "Purchased Asset") for all purposes hereunder; provided, however, despite any election made pursuant to clause (i) or (ii) of this Section 2.7(d), no such election shall be effective if the Company reasonably determines that implementing such election would have a material adverse tax effect on the Company or any direct or indirect member of the Company and the Company notifies Purchaser of such determination in writing within ten Business Days after receiving notice of any such election.

(e) Notwithstanding anything in this Agreement to the contrary, at any time prior to the date that is five Business Days prior to the Closing Date, Purchaser will be entitled, in its sole discretion, to designate any Employee Benefit Plan as a Purchased Asset, and any Liabilities arising therefrom or related thereto as Assumed Liabilities, by providing written notice thereof to Sellers, and such Employee Benefit Plan will be deemed to be a "Purchased Asset" (and not an "Excluded Asset") for all purposes hereunder and such Liabilities will be deemed to be "Assumed Liabilities" (and not "Excluded Liabilities") for all purposes hereunder.

2.8 Further Conveyances and Assumptions. From time to time following the Closing, Sellers and Purchaser will, and will cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement and to assure fully to each Seller and its Affiliates and their successors and assigns, the assumption of the liabilities and obligations intended to be assumed by Purchaser under this Agreement, and to otherwise make effective the Proposed Transaction.

2.9 Transaction Structure. From and after the date of this Agreement and prior to the Closing, the parties hereto will cooperate in good faith and consider

seriously all proposals of the other parties with respect to modifications to the structure and terms of the Proposed Transaction to minimize any adverse tax implications to any Seller, the Company or any direct or indirect member of the Company with respect to the Proposed Transaction, including proposals to facilitate an election by one or more Sellers to be classified as a corporation for income tax purposes in accordance with applicable Law; provided, however, that no party will be obligated to agree to any such modifications.

III. CONSIDERATION

3.1 Consideration. The aggregate consideration for the Purchased Assets (the "Purchase Price") will be:

(a) the discharge in full of all amounts outstanding and obligations under the DIP Loan Agreement, including the principal amount of indebtedness and interest accrued as of the Closing Date, plus any penalty or pre-payment fees, owed under the DIP Loan Agreement;

(b) the discharge in full of all amounts outstanding and obligations under Term A Loans and Term A-1 Loans, including the principal amount of indebtedness and interest accrued as of the Closing Date, plus any penalty or pre-payment fees, owed under Term A Loans and Term A-1 Loans;

(c) the discharge of a portion of the principal amount outstanding and obligations under Term B Loans, such that the aggregate amount of funds discharged under clauses (a), (b) and (c) of this Section 3.1 is equal to $250,000,000 (such aggregate amount, the "Credit Bid Consideration");

(d) an amount in cash equal to $3.171 million, allocated solely for the benefit of the Post-Release P&A Lenders, in exchange for all of Seller's right, title and interest in the film *Beyond the Lights;*

(e) an amount in cash allocated solely for the benefit of the Senior Lenders sufficient to cause the payment in full of the Senior Obligations with respect to relevant Purchased Assets, if any, under each of the Intercreditor Agreements **and the Production Loan Agreement**; and

(f) the assumption of the Assumed Liabilities.

3.2 Payment of the Credit Bid Consideration. On the Closing Date, Purchaser will satisfy the Credit Bid Consideration by:

(a) releasing Seller from the Indebtedness under the DIP Loan Agreement and any other documents or agreements entered into in connection therewith in an amount equal to all amounts outstanding thereunder;

(b) releasing Seller from the Indebtedness under Term A Loans and Term A-1 Loans and any other documents or agreements entered into in connection therewith in an amount equal to all amounts outstanding thereunder; and

(c) releasing Seller from Indebtedness under Term B Loans and any other documents or agreements entered into in connection therewith in an amount equal to (i) the Credit Bid Consideration, minus (ii) the sum of (A) the amount of Indebtedness discharged pursuant to Section 3.2(a) and (B) the amount of Indebtedness discharged pursuant to Section 3.2(b), which amount shall be payable by means of a dollar-for-dollar credit against the principal face amount of such Indebtedness.

3.3 Apportionments. (a) To the extent the following (and credits therefor to the extent paid prior to the Closing Date) relate to or arise from a Purchased Contract or a location that is subject to a Real Property Lease assumed by Purchaser, in each case for a period that begins prior to the Closing Date and ends after the Closing Date, such expenses (and credits) are to be apportioned between Sellers, on the one hand, and Purchaser, on the other hand, as of midnight on the Closing Date:

(i) rent for the month in which the Closing Date occurs;

(ii) annual utility assessments, water meter charges, and sewer rents, if any, on the basis of the year for which assessed; and

(iii) charges and fees payable for telephone services, water, heat, steam, electric power, gas and other utilities, at the price charged by the suppliers, including any taxes thereon and based upon applicable meter readings, where available, made on or immediately prior to or immediately after the Closing Date.

(b) If, after apportioning the foregoing expenses, a party has borne more than its allocable share of such expenses, the other parties will promptly make the appropriate compensating payment(s) to such party.

IV. CLOSING AND TERMINATION

4.1 Closing Date. Subject to the satisfaction of the conditions set forth in Sections 10.1, 10.2 and 10.3 hereof (or the waiver thereof by the party entitled to waive that condition), the closing of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities provided for in Article II (the "Closing") will take place at the offices of Jones Day located at 555 South Flower Street, Los Angeles, California at 10:00 a.m. (Los Angeles time) on the date that is two Business Days following the satisfaction or waiver of the conditions set forth in Article X (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other time or place as may be agreed in writing by the parties hereto. The date on which the Closing is held is

referred to in this Agreement as the "Closing Date." For accounting purposes, the Closing shall be deemed to occur at 12:01 a.m. (local time) on the Closing Date.

4.2 Deliveries by Sellers. At the Closing, Sellers will deliver:

(a) to Purchaser (or its designated Affiliate or Affiliates), one or more duly executed bills of sale in a form to be agreed upon by the parties hereto;

(b) to Purchaser (or its designated Affiliate or Affiliates), one or more duly executed assignment and assumption agreements in a form to be agreed upon by the parties hereto and duly executed assignments of the registered U.S. Trademarks and Patents included in the Purchased Intellectual Property, in a form suitable for recording in the U.S. Patent and Trademark Office and duly executed assignments of registered copyrights included in the Purchased Intellectual Property in a form suitable for recording in the U.S. Copyright Office;

(c) to Purchaser (or its designated Affiliate or Affiliates), the officer's certificate required to be delivered pursuant to Sections 10.1(a) and 10.1(b);

(d) to Purchaser (or its designated Affiliate or Affiliates), affidavits executed by each Seller that such Seller is not a foreign person within the meaning of Section 1445(f)(3) of the Code;

(e) to Purchaser (or its designated Affiliate or Affiliates), a certified copy of the Sale Order; and

(f) to Purchaser (or its designated Affiliate or Affiliates), all other instruments of conveyance and transfer, in form and substance reasonably acceptable to Purchaser, as may be necessary to convey the Purchased Assets to Purchaser (or its designated Affiliate or Affiliates).

4.3 Deliveries by Purchaser. At the Closing, Purchaser (or its designated Affiliate or Affiliates) will deliver:

(a) to the Company, on behalf of Sellers, evidence, in form and substance reasonably acceptable to the Sellers, of cancellation of that portion of its indebtedness calculated in accordance with Sections 3.2(a) through (c); and

(b) to the Company, on behalf of Sellers, one or more duly executed assignment and assumption agreements in a form to be agreed upon by the parties hereto;

(c) to the Company, on behalf of Sellers, the officer's certificate required to be delivered pursuant to Sections 10.2(a) and 10.2(b);

(d) to the Company, on behalf of Sellers, such other documents, instruments and certificates as Sellers may reasonably request;

(e) to AFM, FMSMF, or their respective designee(s), each applicable AFM Assumption Agreement;

(f) to Equity (UK), or its designee(s), each applicable Equity (UK) Assumption Agreement;

(g) to the Sellers, for the sole benefit of the Post-Release P&A Lenders, amounts in accordance with Section 3.1(d), which shall be paid by wire transfer of immediately available funds; and

(h) to the Senior Lenders, amounts in accordance with Section 3.1(e), which shall be paid by wire transfer of immediately available funds.

4.4 Termination of Agreement. This Agreement may be terminated prior to the Closing as follows:

(a) by Purchaser or Sellers, if the Closing has not occurred by the close of business on October 20, 2015 (the "Termination Date"); provided that if the Closing has not occurred on or before the Termination Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser or a Seller, then the breaching party may not terminate this Agreement pursuant to this Section 4.4(a);

(b) by mutual written consent of Sellers and Purchaser;

(c) by Purchaser, if Sellers breach any representation or warranty or any covenant or agreement contained in this Agreement, such breach would result in a failure of a condition set forth in Sections 10.1 or 10.3 and such breach has not been cured by the earlier of (i) 20 calendar days after the giving of written notice by Purchaser to Sellers of such breach and (ii) the Termination Date;

(d) by Sellers, if Purchaser breaches any representation or warranty or any covenant or agreement contained in this Agreement, such breach would result in a failure of a condition set forth in Sections 10.2 or 10.3 and such breach has not been cured by the earlier of (i) 20 calendar days after the giving of written notice by Sellers to Purchaser of such breach and (ii) the Termination Date;

(e) by Sellers or Purchaser if there is in effect a final non-appealable Order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Proposed Transaction; it being agreed that the parties hereto will promptly appeal any adverse determination which is not non-appealable and pursue such appeal with reasonable diligence;

(f) by Purchaser, if (i) the Sellers consummate a Competing Transaction, (ii) the Bankruptcy Court approves, or authorizes the Sellers or any of their Affiliates to enter into, a Competing Transaction and Purchaser is not the

Alternate Bidder, or (iii) the Auction concludes and Purchaser is not the successful bidder at the Auction or the Alternate Bidder;

(g) by Purchaser, if the Sellers shall not have commenced the Auction on or before October 1, 2015;

(h) by Purchaser, if the Sale Order shall not have been entered by the Bankruptcy Court in form and substance satisfactory to Purchaser on or before the day following the Sale Hearing;

(i) by Purchaser, if the Sale Order shall not have become a Final Order on or before the 15th day after the Sale Hearing;

(j) by Purchaser, if any secured creditor identified on Schedule 4.4(j) obtains relief from the automatic stay provided by section 362 of the Bankruptcy Code to foreclose on any equity interests that are Purchased Assets, or if any such secured creditor takes any material, adverse action (including, without limitation, the imposition of any non-consensual liens or security interests) with respect to any of the Purchased Assets or the assets of any Acquired Entity;

(k) by Sellers or Purchaser, if (i) the Bankruptcy Court enters an Order appointing a trustee, examiner with expanded powers or responsible officer in the Bankruptcy Cases, (ii) the Bankruptcy Cases are converted into cases under chapter 7 of the Bankruptcy Code, or (iii) the Bankruptcy Cases are dismissed; provided that if any of the foregoing occurs as the result of a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser or a Seller, then the breaching party may not terminate this Agreement pursuant to this Section 4.4(k);

(l) by Purchaser, if an "Event of Default" under and as defined in the DIP Loan Agreement has occurred and is continuing; or

(m) by Purchaser, pursuant to Section 8.8.

4.5 Procedure Upon Termination. In the event of termination pursuant to Section 4.4, written notice thereof will forthwith be given to the other party or parties, and this Agreement will terminate, and the purchase of the Purchased Assets hereunder will be abandoned, without further action by Purchaser or Sellers.

4.6 Effect of Termination. In the event that this Agreement is validly terminated as provided in this Agreement, then each of the parties will be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination will be without liability to Purchaser or Sellers; provided, however, that the provisions of this Section 4.6 and Article XII (other than Section 12.3) of this Agreement and, to the extent necessary to effectuate the foregoing enumerated provisions, Section 1.1 of this Agreement, will survive any such termination and will be enforceable hereunder; provided, further, that nothing in this

Section 4.6 will be deemed to release any party from liability for any breach of its obligations under this Agreement or fraud.

V. REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller hereby jointly and severally represents and warrants to Purchaser as follows. For purposes of this Article V, "Acquired Entities" means only those entities of which fifty percent (50%) or more of the outstanding voting securities (or in the case of a partnership, fifty percent (50%) or more of the general partnership interests) are on the date of this Agreement are directly or indirectly owned by any Seller; provided, however, that for the purposes of Section 5.10, the foregoing "fifty percent (50%) or more" will be deemed to be "more than fifty percent (50%)".

5.1 Organization and Good Standing. Each Seller is an entity duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization and, subject to the limitations imposed on such Seller as a result of having filed a petition for relief under the Bankruptcy Code, has the requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted. Each Seller is duly qualified or licensed to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary for the operation of the Business as now conducted, except where the failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.2 Authorization of Agreement. Subject to entry of the Bidding Procedures Order and the Sale Order and such other authorization as is required by the Bankruptcy Court, each Seller has the requisite power and authority to execute and deliver this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and to perform its respective obligations hereunder and thereunder. The execution and delivery of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and the consummation of the Proposed Transaction and thereby have been duly authorized by all requisite corporate action on the part of each Seller. This Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party has been duly and validly executed and delivered by each Seller and (assuming the due authorization, execution and delivery by the other parties hereto and the entry of the Bidding Procedures Order and the Sale Order) this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party constitutes legal, valid and binding obligations of each Seller enforceable against such Seller in accordance with its respective terms, subject to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

5.3 Conflicts; Consents of Third Parties. (a) Except as set forth on Schedule 5.3(a), the execution and delivery by each Seller of this Agreement and

each other agreement, document or instrument contemplated hereby or thereby to which it is a party, the consummation of the Proposed Transaction and thereby and compliance by such Seller with any of the provisions of this Agreement do not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of (i) the certificate or articles of formation and operating agreement and by-laws or comparable organizational documents of any Seller or any Acquired Entity; (ii) subject to entry of the Bidding Procedures Order and the Sale Order, any Contract or Permit to which any Seller or any Acquired Entity is a party or by which any of the properties or assets of any Seller or any Acquired Entity are bound; (iii) subject to entry of the Bidding Procedures Order and the Sale Order, any Order of any Governmental Body applicable to such Seller or any of the properties or assets of any Seller or any Acquired Entity as of the date of this Agreement; or (iv) subject to entry of the Bidding Procedures Order and the Sale Order, any applicable Law, other than, in the case of clauses (ii), (iii) and (iv), such conflicts, violations, defaults, terminations or cancellations that would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

(b) Except as set forth on Schedule 5.3(b) and except to the extent not required if the Bidding Procedures Order and the Sale Order are entered, no consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of Sellers in connection with the execution and delivery of this Agreement or any other agreement, document or instrument contemplated hereby or thereby to which it is a party, the compliance by Sellers with any of the provisions hereof or thereof, the consummation of the Proposed Transaction or thereby or the taking by Sellers of any other action contemplated hereby or thereby, except for (i) compliance with the applicable requirements of the HSR Act, (ii) the entry of the Bidding Procedures Order and the Sale Order, and (iii) such other consents, waivers, approvals, Orders, Permits, authorizations, declarations, filings and notifications, the failure of which to obtain or make would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.4 Litigation. Except as set forth on Schedule 5.4, there are no Legal Proceedings pending or, to the Knowledge of Sellers, threatened against any Seller or any Acquired Entity, or to which any Seller or any Acquired Entity is otherwise a party before any Governmental Body, which, if adversely determined, would reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect. No Seller is subject to any Order of any Governmental Body except to the extent the same would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.5 Financial Data. Complete copies of the unaudited financial statements consisting of the consolidated balance sheet of Relativity Holdings, LLC and its subsidiaries as at December 31, 2014 and the related statements of operations and cash flow for the year then ended (the "2014 Financial Statements"), and unaudited

financial statements consisting of the balance sheet of the Business as at March 31, 2015 and the related statements of operations and cash flow for the three-month period then ended (the "Interim Financial Statements" and, together with the 2014 Financial Statements, the "Financial Statements") are set forth on Schedule 5.5. The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved, subject to the absence of notes and, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments (the effect of which will not be materially adverse). The Financial Statements are based on the books and records of the Business, and fairly present the financial condition of the Business as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated. Sellers maintain a standard system of accounting for the Business established and administered in accordance with GAAP.

5.6 Real Property. Except as set forth on Schedule 5.6, no Seller owns any real property. No Seller leases any real property used in connection with the Business other than that identified on Schedule 5.6. Schedule 5.6 lists all real property included in the Purchased Assets or leased pursuant to leases included in the Purchased Contracts (each, a "Real Property Lease"). Except as would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect: (a) there is no pending or, to the Knowledge of Sellers, threatened condemnation proceeding, administrative action or judicial proceeding of any type relating to the Real Property or other matters affecting adversely the current use, occupancy or value of the Real Property; (b) to the Knowledge of Sellers, the Real Property does not serve any adjoining property for any purpose inconsistent with the use of the Real Property, and the Real Property is not located within any flood plain or subject to any similar type of restriction for which any permits or licenses necessary to the use thereof have not been obtained; and (c) to the Knowledge of Sellers neither the current use of the Real Property nor the operation of the Business violates any instrument of record or agreement affecting the Real Property or any applicable legal requirements.

5.7 Title to Purchased Assets; Sufficiency. Sellers own the Purchased Assets and, subject to the entry of the Sale Order and except as set forth on Schedule 5.7, Purchaser will be vested with good title to such Purchased Assets, free and clear of all Liens (including any and all prepetition and postpetition adequate protection liens of the Sellers' prepetition lenders) (other than (a) Liens created by Purchaser (or its designated Affiliate or Affiliates), (b) Permitted Exceptions and (c) Liens expressly assumed by Purchaser (or its designated Affiliate or Affiliates) as Assumed Liabilities under this Agreement). The Purchased Assets constitute all of the properties used in or held for use in the Business and are sufficient for Purchaser to conduct the Business from and after the Closing Date without interruption and in the Ordinary Course of Business as it has been conducted by Sellers and their subsidiaries.

5.8 Taxes. (a) Except as set forth on Schedule 5.8(a), (i) Sellers have timely filed all Tax Returns required to be filed with respect to the Purchased Assets or the Business with the appropriate Tax Authorities in all jurisdictions in which such Tax Returns are required to be filed (taking into account any extension of time to file granted), and all such Tax Returns are correct and complete in all material respects and (ii) except as to Taxes of Sellers the payment of which is prohibited or stayed by the Bankruptcy Code, each Seller has paid all Taxes with respect to the Purchased Assets or the Business due and payable by it (whether or not such Taxes are shown on any Tax Return). During the preceding five years, no claim has been made by a Governmental Body in a jurisdiction where a Seller does not file Tax Returns that such Seller, with respect to the Purchased Assets or the Business, is or may be subject to taxation by such jurisdiction.

(b) Sellers have made available complete copies of material Tax Returns relating to the Purchased Assets or the Business relating to taxable periods that ended after December 31, 2010.

(c) Except for Taxes that are not yet due, there are no Liens for Taxes with respect to the Purchased Assets or the Business.

(d) No Tax allocation, Tax sharing or Tax indemnity or similar agreement or arrangement is in effect, in each case, with respect to the Purchased Assets or the Business, that would, in any manner, bind, obligate or otherwise restrict Purchaser.

(e) All Taxes required to be withheld with respect to any employees, independent contractors or other third parties related to the Purchased Assets or the Business have been withheld and, to the extent due and payable, have been duly and timely paid to the appropriate Governmental Body or set aside in an account for such purpose.

(f) No agreement, waiver or other document or arrangement extending or having the effect of extending the period for assessment or collection of Taxes (including, but not limited to, any applicable statute of limitation) or the period for filing any Tax Return, has been executed or filed with any Tax Authority by or on behalf of any Seller. No Seller has requested any extension of time within which to file any Tax Return, which Tax Return has since not been filed.

(g) No power of attorney with respect to any Tax matter is currently in force with respect to the Purchased Assets or the Business that would, in any manner, bind, obligate or restrict Purchaser.

(h) No Seller has executed or entered into any agreement with, or obtained any consents or clearances from, any Tax Authority, or has been subject to any ruling guidance specific to any Seller, that would be binding on Purchaser for any taxable period (or portion thereof) ending after the Closing Date.

(i) Each direct and indirect subsidiary of a Seller the equity interests of which is being transferred is, and since inception of such entity has been, either (i) disregarded as an entity separate from such Seller for U.S. federal income tax purposes or (ii) a partnership and, in the case of an entity described in this clause (ii), such entity has an election in effect under Section 754 of the Code.

5.9 Intellectual Property. Schedule 5.9 sets forth a complete and accurate list of all material Purchased Trademarks, Patents and Copyrights which are Purchased Intellectual Property. Except as limited by 11 U.S.C. § 365(c)(1)(A), to the Knowledge of Sellers, Sellers own or have valid licenses to use all Purchased Intellectual Property. The Purchased Intellectual Property comprises all of the Intellectual Property necessary for the operation of the Business as presently conducted. The Purchased Intellectual Property is subsisting, in full force and effect, and has not been cancelled, abandoned, expired or otherwise terminated. To the Knowledge of Sellers, no Person is infringing, violating or misappropriating any of the Purchased Intellectual Property owned by the Sellers in any material respect. As of the date of this Agreement, there is no pending claim, demand, or proceeding challenging the validity, enforceability or ownership of, or the right to use, any of the Purchased Intellectual Property and, to the Knowledge of Sellers, there is no such threatened claim, demand or proceeding.

5.10 Contracts. (a) Except as set forth on Schedule 5.10, the Purchased Contracts do not include and no Seller or Acquired Entity is a party to or otherwise obligated under any Contract related to the Business that (i) provides for an annual expenditure or annual aggregate expenditures, in each case that have not been paid, by one or more Sellers in excess of $1 million, excluding purchase orders entered into in the Ordinary Course of Business and any expenditures contingent upon the Closing; (ii) provides for the sale after the date of this Agreement of any property, right or asset, other than in the Ordinary Course of Business, for consideration in excess of $1 million; (iii) constitutes a joint venture, partnership or similar Contract involving a sharing of profits or expenses; (iv) is a Contract between a Seller or an Acquired Entity, on the one hand, and any Affiliate of any Seller (other than an Acquired Entity) on the other hand; or (v) is evidence of Indebtedness in excess of $1 million.

(b) Notwithstanding any other provision of this Agreement, Purchaser acknowledges that Schedule 5.10 has been prepared based on a review of Contracts available to Seller at its headquarters. Not later than September 17, 2015, Sellers may substitute an amended Schedule 5.10 which includes additional Contracts to Schedule 5.10 as originally attached hereto, in which event such substituted Schedule 5.10 will supersede Schedule 5.10 in its entirety, provided that such substitution shall be treated as an amendment or supplement of Schedule 5.10 pursuant to Section 8.8.

5.11 Validity of Contracts. Each Contract listed on Schedule 5.10 is a valid and binding obligation of Sellers party thereto and, to the Knowledge of Sellers, the other parties thereto in accordance with its terms and conditions, except as such

validity and enforceability may be limited by (a) bankruptcy, insolvency or other similar Laws affecting the enforcement of creditors' rights generally, (b) equitable principles of general applicability (whether considered in a proceeding at law or in equity) and (c) the obligation to pay Cure Amounts under Section 2.6. No event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default under or a violation of any such Contract or would cause the acceleration of any obligation of any Seller or, to the Knowledge of Sellers, any other party thereto or the creation of a Lien upon any Purchased Asset, except for such events that would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.12 Affiliate Transactions. (a) On the date of this Agreement and on the date of the Closing, except as set forth on Schedule 5.12, none of Sellers, any controlled Affiliates of Sellers or any of their respective officers, directors or employees (i) owns any direct or indirect interest of any kind in, or controls or is a director, officer, employee or partner of, or consultant to, or lender to or borrower from or has the right to participate in the profits of, any Person which is a participant in any transaction to which any Seller or Acquired Entity is a party related to the Business or the Purchased Assets or (ii) is a party to any Purchased Contract or any Contract with any Acquired Entity.

(b) Each Purchased Contract or other arrangement between any Seller or Acquired Entity on the one hand, and any Affiliate of any Seller or Acquired Entity or any officer, director or employee of any Seller or Acquired Entity on the other hand, is on commercially reasonable terms no more favorable to the Affiliate, director, officer or employee of such Seller or Acquired Entity than what any third party negotiating on an arm's-length basis would expect.

5.13 Employee Benefits/Labor. (a) Schedule 5.13(a) lists all material Employee Benefit Plans. "Employee Benefit Plans" means (i) all "employee benefit plans," as defined in Section 3(3) of ERISA; (ii) all employment, consulting or other individual compensation Contracts; and (iii) all bonus or other incentive, equity or equity-based compensation, deferred compensation, severance pay, sick leave, vacation pay, salary continuation, disability, hospitalization, medical, life insurance, scholarship programs, plans or arrangements as to which Sellers have any obligation or liability, contingent or otherwise, for current or former employees of the Business. Schedule 5.13(a) also separately identifies any Employee Benefit Plan that is a "multiemployer plan" as defined in Section 3(37) of ERISA or a plan subject to Title IV of ERISA (a "Multiemployer Plan").

(b) True, correct and complete copies of the following documents, with respect to each of the Employee Benefit Plans (as applicable), have been made available to Purchaser: (i) any plans and related trust documents, and all amendments thereto; (ii) the most recent Forms 5500 and schedules thereto; (iii) the most recent financial statements and actuarial valuations; (iv) the most recent IRS

determination or opinion letter; and (v) the most recent summary plan descriptions (including letters or other documents updating such descriptions).

(c) Each Employee Benefit Plan that is intended to be qualified under Code Section 401(a) has received a determination letter from the IRS or is entitled to rely on an opinion letter issued to a prototype sponsor as to the plan's tax-qualified status and the tax-exempt status of its accompanying trust under Code Sections 401(a) and 501(a), respectively, and, to the Knowledge of Sellers, nothing has occurred with respect to the operation of any such plan which could cause the loss of such qualification or exemption or the imposition of any liability, penalty or tax under ERISA or the Code.

(d) All contributions to the Relativity Media 401(k) Plan required by law or by the terms of such plan or any agreement relating thereto have been timely made and all contributions for any period ending on or before the Closing Date which are not yet due will have been paid or accrued on or prior to the Closing Date.

(e) Except as otherwise contemplated or provided for under the terms of this Agreement, neither the execution and delivery of this Agreement nor the consummation of the Proposed Transaction will (i) result in any payment becoming due to any Employee (other than accrued vacation); (ii) increase any benefits otherwise payable under any Employee Benefit Plan; or (iii) result in the acceleration of the time of payment or vesting of any such benefits.

(f) Except as set forth on Schedule 5.13(f), no Seller, nor any of their respective subsidiaries, is a party to any labor or collective bargaining agreement.

(g) To the Knowledge of Sellers, none of the Sellers, nor any of their respective ERISA Affiliates, has incurred any "withdrawal liability" (within the meaning of Part 1 of Subtitle E of Title I of ERISA) under a Multiemployer Plan that has not been satisfied in full. None of the Sellers, nor any of their respective ERISA Affiliates, would incur any withdrawal liability, nor would any withdrawal liability result in any Lien on any of the Purchased Assets, in each case except as would not be reasonably likely to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.14 Bankruptcy and Litigation. Sellers have commenced their Bankruptcy Cases and are thus expected to be involved in a comprehensive process of resolving the many claims that will be asserted against them pursuant to a claims resolution process that may include litigation over such claims and Sellers' objections thereto.

5.15 Compliance with Laws; Permits. Each Seller (a) is, and since the date three years prior to the date of this Agreement has been, in compliance with all, and not subject to any Liability pursuant to any, Laws (including, without limitation, all Laws with respect to protection of the environment) applicable to the operation of the Business, except where the failure to be in compliance would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect,

and (b) has all Permits which are required for the operation of the Business as presently conducted, except where the absence of which would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.16 Financial Advisors. Except as set forth on Schedule 5.16, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Sellers in connection with the Proposed Transaction and no Person is entitled to any fee or commission or like payment from Purchaser in respect thereof.

5.17 Subsidiaries. Except as set forth on Schedule 5.17, Sellers own (beneficially and of record) all of the outstanding shares of capital stock or other equity interests of the Acquired Entities, and there are no options, warrants, calls, rights or Contracts of any character to which any Seller or Acquired Entity is a party or by which any Seller or Acquired Entity is bound obligating any Acquired Entity to issue, deliver or sell, or cause to be issued, delivered or sold, shares of capital stock or other equity interests of any Acquired Entity or obligating any Seller or Acquired Entity to grant, extend or enter into any such option, warrant, call, right, commitment or agreement. Other than the Acquired Entities and the Sellers, no subsidiary of the Company is engaged in the Business or holds assets related to the Business. Each direct or indirect subsidiary of any Acquired Entity is set forth on Schedule 5.17.

5.18 No Other Representations or Warranties; Schedules. Except for the representations and warranties contained in this Article V (as modified by the Schedules hereto), none of Sellers nor any other Person makes any other express or implied representation or warranty with respect to Sellers, the Business, the Purchased Assets, the Assumed Liabilities or the Proposed Transaction, and each Seller disclaims any other representations or warranties, whether made by Sellers, any Affiliate of Sellers, or any of Sellers' or their Affiliates respective officers, directors, employees, agents or representatives. Except for the representations and warranties contained in this Article V (as modified by the Schedules hereto), each Seller (a) expressly disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Purchased Assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of conformity to models or samples of materials) and (b) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Purchaser or its Affiliates or representatives (including any opinion, information, projection, or advice that may have been or may be provided to Purchaser by any director, officer, employee, agent, consultant, or representative of Sellers or any of its Affiliates). Sellers make no representations or warranties to Purchaser regarding the probable success or profitability of the Business. The disclosure of any matter or item in any schedule hereto will not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would result in a Seller Material Adverse Effect.

VI. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Sellers that:

6.1 Organization and Good Standing. Purchaser is an entity duly organized, validly existing and in good standing under the Laws of the state of its incorporation and has the requisite limited liability company power and authority to own, lease and operate its properties and to carry on its business as now conducted.

6.2 Authorization of Agreement. Purchaser has the requisite corporate power and authority to execute and deliver this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party and the consummation of the Proposed Transaction and thereby have been duly authorized by all requisite corporate action on the part of Purchaser. This Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party has been duly and validly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto) this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party constitutes legal, valid and binding obligations of Purchaser enforceable against each such entity in accordance with its respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

6.3 Conflicts; Consents of Third Parties. (a) The execution and delivery by Purchaser of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party, the consummation of the Proposed Transaction and thereby, or compliance by Purchaser with any of the provisions hereof or thereof do not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of (i) the certificate of formation and limited liability company agreement of Purchaser; (ii) any Contract or Permit to which Purchaser is a party or by which any of the properties or assets of Purchaser are bound; (iii) any Order of any Governmental Body applicable to Purchaser or any of the properties or assets of Purchaser as of the date hereof; or (iv) any applicable Law, other than, in the case of clauses (ii), (iii) and (iv), such conflicts, violations, defaults, terminations or cancellations that would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect.

(b) No consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of Purchaser in connection with the execution and delivery of this

Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party, the compliance by Purchaser with any of the provisions hereof or thereof, the consummation of the Proposed Transaction or thereby, the taking by Purchaser of any other action contemplated hereby or thereby, except for (i) compliance with the applicable requirements of the HSR Act and (ii) such other consents, waivers, approvals, Orders, Permits, authorizations, declarations, filings and notifications, the failure of which to obtain or make, would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect.

6.4 Litigation. There are no Legal Proceedings pending or, to the knowledge of Purchaser, threatened against Purchaser, or to which Purchaser is otherwise a party before any Governmental Body, which, if adversely determined, would reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect. Purchaser is not subject to any Order of any Governmental Body except to the extent the same would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect.

6.5 Financial Advisors. No agent, broker, financial advisor or investment banker is entitled to any brokerage, finder's or other fee or commission payable by any Seller in connection with the Proposed Transaction based upon arrangements made by or on behalf of Purchaser.

6.6 Financial Capability. Purchaser has, or at the time of Closing will have access to, all assets or funds necessary to pay the Purchase Price pursuant to Section 3.2. As of immediately prior to the Closing, Purchaser shall be capitalized with not less than $60 million in cash, which amount shall be sufficient to satisfy Assumed Liabilities that are to paid at the Closing, as well as certain other obligations to be paid at or after the Closing in connection with the operation of the Business, including amounts owing to certain key vendors and counterparties.

6.7 Condition of the Business. Notwithstanding anything contained in this Agreement to the contrary, Purchaser acknowledges and agrees that Sellers are not making any representations or warranties whatsoever, express or implied, beyond those expressly given by Sellers in Article V (as modified by the Schedules hereto), and Purchaser acknowledges and agrees that, except for the representations and warranties contained therein, the Purchased Assets and the Business are being transferred on a "where is" and, as to condition, "as is" basis. Purchaser acknowledges that, in making the determination to proceed with the Proposed Transaction, Purchaser has relied on the results of its own independent investigation of the Business.

VII. BANKRUPTCY COURT MATTERS

7.1 Competing Transaction. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Sellers and the Bankruptcy Court of higher or better competing bids pursuant to the Bidding Procedures Order. Subject to

the Sellers' obligation to pay the Expense Reimbursement pursuant to the terms of this Agreement, if approved by the Bankruptcy Court, from and after the date of this Agreement until the date that the Auction is declared closed by Sellers (the "Auction Date"), Sellers are permitted to cause their respective representatives and Affiliates to initiate contact with, or solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Purchaser and its Affiliates, agents and representatives) with respect to any transaction (or series of transactions).

7.2 Expense Reimbursement. (a) In the event that this Agreement is terminated pursuant to Section 4.4(f), Sellers will, simultaneously with the consummation of a Competing Transaction reimburse Purchaser an amount in cash equal to the reasonable and documented out-of-pocket costs incurred by or on behalf of Purchaser (including by its equity holders) in connection with the Proposed Transaction and the transactions contemplated by this Agreement, including, but not limited to, the fees and expenses of Purchaser's and its shareholders' counsel and other advisors, up to a maximum amount of $1,000,000 (the "Expense Reimbursement"). Purchaser shall provide Sellers with documentary evidence of such reasonable and documented out-of-pocket costs incurred in connection with the Proposed Transaction prior to payment of the Expense Reimbursement.

(b) Additionally, Sellers will pay to Purchaser the Expense Reimbursement if (i) Sellers voluntarily withdraw the motion seeking entry of the Sale Order for any reason other than in connection with Sellers' termination of this Agreement pursuant to Section 4.4(d) or (ii) Purchaser terminates this Agreement pursuant to Section 4.4(c).

(c) The Expense Reimbursement each shall be entitled to allowed administrative expense status pursuant to sections 105(a), 364 and 503(b) of the Bankruptcy Code with priority over any and all administrative expenses of the kind specified in sections 503(b) and 507 of the Bankruptcy Code and shall be senior to all other superpriority administrative expenses in the Bankruptcy Cases, subject to any interim orders or Final Orders entered in the Bankruptcy Cases authorizing the Sellers to obtain postpetition financing or use cash collateral. To the extent that all amounts due in respect of the Expense Reimbursement pursuant to this Section 7.2(e) have actually been paid by Sellers to Purchaser, except in the case of fraud or willful misconduct, Purchaser shall not have any additional recourse against any Seller or any of their respective Affiliates for any Liabilities relating to or arising from this Agreement.

7.3 Bankruptcy Court Filings. Sellers have filed with the Bankruptcy Court a motion seeking entry of the Bidding Procedures Order and the Sale Order, and, subject to Section 7.1, Sellers will pursue diligently, and use their reasonable best efforts to cause, the entry of the Bidding Procedures Order and the Sale Order as promptly as possible. Purchaser agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Bidding Procedures Order and the Sale Order and a finding of adequate assurance of future performance by Purchaser of the Purchased Contracts, including furnishing affidavits or other

documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code. Sellers shall provide Purchaser with advance drafts of any motions, pleadings or Bankruptcy Court filings relating to the Bidding Procedures Order, the sale of the Purchased Assets, or the Sale Order as soon as reasonably practicable but in any event no later than one Business Day prior to the date Sellers intend to file such motion, pleading or Bankruptcy Court filing. Purchaser may file or join in any motion, pleading or Bankruptcy Court filing in support or seeking approval of, and reply to any response or objection to, the Bidding Procedures Order (including the Bidding Procedures), the sale of Purchased Assets hereunder, and the Sale Order. In the event the entry of the Bidding Procedures Order or the Sale Order is appealed, Sellers and Purchaser will use their respective reasonable efforts to defend such appeal(s). Sellers shall file such motions or pleadings as may be appropriate or necessary to assume and assign the Purchased Contracts and to determine the amount of cure costs.

VIII. COVENANTS

8.1 Access to Information; Confidentiality. (a) Prior to the Closing Date, Purchaser will be entitled, through its officers, employees, consultants and representatives (including its legal advisors and accountants), to make such investigation of the properties, businesses and operations of the Business and such examination of the books and records of the Business, the Purchased Assets and the Assumed Liabilities as it reasonably requests and to make extracts and copies of such books and records. Any such investigation and examination will be conducted upon reasonable advance notice and under reasonable circumstances and will be subject to restrictions under applicable Law. Notwithstanding anything in this Agreement to the contrary, no such investigation or examination will be permitted to the extent that it would require Sellers to disclose information that is competitively sensitive or subject to attorney-client privilege (provided that each Seller shall use its reasonable best efforts to allow for such access in a way that would not have any of the foregoing effects).

(b) From and after the date of this Agreement, each Seller shall keep confidential non-public information in its possession (other than information which was or becomes available to a Seller on a non-confidential basis from a source other than Purchaser or any of its Affiliates) relating to Purchaser and its Affiliates; provided, however, that each Seller shall not be liable hereunder with respect to any disclosure to the extent such disclosure is required pursuant to legal process (including pursuant to the assertion of Seller's rights under this Agreement) (by interrogatories, subpoena, civil investigative demand or similar process), regulatory process or request, or to the extent such disclosure is reasonably necessary for purposes of compliance by a Seller or its Affiliates with tax or regulatory reporting requirements; provided that in the event of any disclosure pursuant to legal process, Seller exercises commercially reasonable efforts to preserve the confidentiality of the non-public information

disclosed, including by cooperating with Purchaser (at Purchaser's sole cost) to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the non-public information required to be disclosed.

(c) From and after the date of this Agreement, Purchaser shall keep confidential non-public information in its possession (other than information which was or becomes available to Purchaser on a non-confidential basis from a source other than a Seller or any of their respective Affiliates) relating to a Seller or any their respective Affiliates other than information relating to the Business, the Purchased Assets and the Assumed Liabilities; provided, however, that Purchaser shall not be liable hereunder with respect to any disclosure to the extent such disclosure is required pursuant to legal process (including pursuant to the assertion of Purchaser's rights under this Agreement) (by interrogatories, subpoena, civil investigative demand or similar process) or regulatory process or request; provided that in the event of any disclosure pursuant to legal process, Purchaser exercises commercially reasonable efforts to preserve the confidentiality of the non-public information disclosed, including by cooperating with Sellers (at Sellers' sole cost) to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the non-public information required to be disclosed.

8.2 Conduct of the Business Pending the Closing. (a) Except (i) as set forth on Schedule 8.2(a), (ii) as required by applicable Law, (iii) as otherwise expressly contemplated by this Agreement, (iv) as contemplated by the Business Plan and Budget or (v) with the prior written consent of Purchaser or the approval of the Bankruptcy Court (provided that no Seller shall petition, seek, request or move for any Order of the Bankruptcy Court approving or creating an exception on the obligations of Sellers set forth in this Section 8.2, or authorize, support or direct any other Person to petition, seek, request or move for any such Order), during the period from the date of this Agreement to and through the Closing Date, Sellers will (A) conduct the Business only in the Ordinary Course of Business and (B) use their commercially reasonable efforts to (I) preserve the present business operations, organization and goodwill of the Business and (II) preserve the present relationships with customers and suppliers of the Business; provided, however, that, subject to the above parenthetical, Sellers may act outside of the Ordinary Course of Business as is required by the Bankruptcy Code or with respect to their attempts to seek the rejection or modification of collective bargaining agreements or other obligations under section 1113 or 1114 of the Bankruptcy Code.

(b) Except (i) as set forth on Schedule 8.2(a), (ii) as required by applicable Law, (iii) as otherwise expressly contemplated by this Agreement, (iv) as contemplated by the Business Plan and Budget and (v) with the prior written consent of Purchaser or the approval of the Bankruptcy Court (provided that no Seller shall petition, seek, request or move for any Order of the Bankruptcy Court approving or creating an exception on the obligations of Sellers set forth in this Section 8.2 or authorize, support or direct any other Person to petition, seek, request or move for any such Order) during the period from the date of this Agreement to and through the

Closing Date, Sellers will not, and will cause their subsidiaries not to, in connection with the Business:

(i) subject any of the Purchased Assets to any Lien (other than (a) Liens created by Purchaser (or its designated Affiliate or Affiliates), (b) Permitted Exceptions and (c) Liens expressly assumed by Purchaser (or its designated Affiliate or Affiliates) as Assumed Liabilities under this Agreement);

(ii) other than transactions in the Ordinary Course of Business that are not material to the Business, assign, license, transfer, convey, lease or otherwise dispose of any of the Purchased Assets (except for the purpose of disposing of obsolete assets);

(iii) waive or release any material right of Sellers or any of its subsidiaries that constitutes a Purchased Asset;

(iv) enter into or amend any Purchased Contract other than in the Ordinary Course of Business;

(v) waive, release or assign any material rights or claims that would otherwise constitute a Purchased Asset;

(vi) institute, settle or agree to settle any material proceeding before any Governmental Body relating to the Purchased Assets;

(vii) modify any existing rights under, or enter into any settlement regarding the breach, infringement, misappropriation or dilution of, any material Intellectual Property;

(viii) (A) increase the level of compensation of any Employee, (B) grant any unusual or extraordinary bonus, benefit or other direct or indirect compensation to any employee, director or consultant, or (C) increase the coverage or benefits available under any (or create any new) Employee Benefit Plan; or

(ix) agree to do anything prohibited by this Section 8.2 or do or agree to do anything that would cause Sellers' representations and warranties in this Agreement to be false in any material respect.

8.3 Consents. Sellers will use their reasonable best efforts, and Purchaser will cooperate with Sellers, to obtain at the earliest practicable date all consents and approvals required by this Agreement, including the consents and approvals referred to in Section 5.3(b); provided, however, that in no event shall Purchaser, Sellers or any of their respective subsidiaries be required to pay prior to the Closing any fee, penalty or other consideration or incur any Liability to any third party for any consent or approval required for the consummation of the Proposed Transaction under any

Contract or to initiate any litigation or Legal Proceedings to obtain any such consent or approval.

8.4 Regulatory Approvals. (a) Purchaser and Sellers will (i) make or cause to be made all filings required of each of them or any of their respective Affiliates under the HSR Act or other Antitrust Laws with respect to the Proposed Transaction, as applicable, as promptly as practicable and, in any event, within five Business Days after the entry of the Bidding Procedures Order in the case of all filings required under the HSR Act and within four weeks in the case of all other filings required by other Antitrust Laws, (ii) comply at the earliest practicable date with any request under the HSR Act or other Antitrust Laws for additional information, documents or other materials received by each of them or any of their respective subsidiaries from Federal Trade Commission (the "FTC"), the Antitrust Division of the United States Department of Justice (the "Antitrust Division") or any other Governmental Body in respect of such filings or such transactions, and (iii) cooperate with each other in connection with any such filing (including, to the extent permitted by applicable Law, providing copies of all such documents to the non-filing parties prior to filing and considering all reasonable additions, deletions or changes suggested in connection therewith) and in connection with resolving any investigation or other inquiry of any of the FTC, the Antitrust Division or other Governmental Body under any Antitrust Laws with respect to any such filing or any such transaction. Each such party will use commercially reasonable efforts to furnish to each other all information required for any application or other filing to be made pursuant to any applicable Law in connection with the Proposed Transaction. Each such party will promptly inform the other parties hereto of any oral communication with, and provide copies of written communications with, any Governmental Body regarding any such filings or any such transaction. No party hereto will independently participate in any formal meeting with any Governmental Body in respect of any such filings, investigation, or other inquiry without giving the other parties hereto prior notice of the meeting and, to the extent permitted by such Governmental Body, the opportunity to attend and/or participate. Subject to applicable Law, the parties hereto will consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any party hereto relating to proceedings under the HSR Act or other Antitrust Laws. Sellers and Purchaser may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other under this Section 8.4 as "outside counsel only." Such materials and the information contained therein will be given only to the outside legal counsel of the recipient and will not be disclosed by such outside counsel to employees, officers or directors of the recipient, unless express written permission is obtained in advance from the source of the materials (Sellers or Purchaser, as the case may be).

(b) Purchaser and each Seller will use its reasonable best efforts to resolve such objections, if any, as may be asserted by any Governmental Body with respect to the Proposed Transaction under the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as

amended, and any other United States federal or state or foreign statutes, rules, regulations, orders, decrees, administrative or judicial doctrines or other Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade (collectively, the "Antitrust Laws"). In connection therewith, if any Legal Proceeding is instituted (or threatened to be instituted) challenging any transaction contemplated by this Agreement is in violation of any Antitrust Law, Purchaser and each Seller will cooperate and use its commercially reasonable efforts to contest and resist any such Legal Proceeding, and to have vacated, lifted, reversed, or overturned any decree, judgment, injunction or other order whether temporary, preliminary or permanent ("Antitrust Order"), that is in effect and that prohibits, prevents or restricts consummation of the Proposed Transaction, including by pursuing all available avenues of administrative and judicial appeal and all available legislative action, unless, by mutual agreement, Purchaser and Sellers decide that litigation is not in their respective best interests. Purchaser and each Seller will use its commercially reasonable efforts to take such action as may be required to cause the expiration of the notice periods under the HSR Act or other Antitrust Laws with respect to such transactions as promptly as possible after the execution of this Agreement. In connection with and without limiting the foregoing, Purchaser and each Seller agrees to use its commercially reasonable efforts to take promptly any and all steps necessary to avoid or eliminate each and every impediment under any Antitrust Laws that may be asserted by any Federal, state and local and non-United States antitrust or competition authority, so as to enable the parties to close the Proposed Transaction as expeditiously as possible.

(c) Without limiting the generality of the foregoing or any other provision of this Agreement, if requested by Sellers or a Governmental Body in order to obtain clearance under or to terminate any waiting period required by any Antitrust Law or to avoid the entry of, or to effect the dissolution of, any Antitrust Order that would have the effect of preventing or delaying the Closing beyond the Termination Date, Purchaser will propose, negotiate, offer to commit and effect (and if such offer is accepted, commit to and effect), by consent decree, hold separate Order or otherwise, the sale, divestiture or disposition of such assets or businesses of Purchaser or its subsidiaries, including the Purchased Assets and the Business, or otherwise offer to take or offer to commit to take any action which it is capable of taking, and if the offer is accepted, take or commit to take, such action that limits its freedom of action with respect to, or its ability to retain, any of the businesses or assets of Purchaser or its subsidiaries, including the Purchased Assets and the Business. For the avoidance of doubt, Purchaser will take any and all actions necessary in order to ensure that (i) no requirement for a waiver, consent or approval of the FTC, the Antitrust Division, any State Attorney General or other Governmental Body, (ii) no decree, judgment, injunction, temporary restraining Order or any other Order in any suit or proceeding, and (iii) no other matter relating to any Antitrust Law would preclude consummation of the Proposed Transaction by the Termination Date.

8.5 Further Assurances. Subject to the other provisions of this Agreement, Purchaser and each Seller will use its commercially reasonable efforts to (a) take all

actions necessary or appropriate to consummate the Proposed Transaction and (b) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the Proposed Transaction. Sellers shall (x) use their reasonable best efforts to cooperate with Purchaser and determine as promptly as practicable, and in any event prior to the day 6 Business Days before the Closing Date, the Cure Amounts for each Purchased Contract so as to permit the assumption and assignment of each such Purchased Contract pursuant to section 365 of the Bankruptcy Code in connection with the Proposed Transaction and (y) provide all information reasonably requested by Purchaser regarding its outstanding and forecasted Accounts Payable.

8.6 Preservation of Records. Each of the Sellers and Purchaser agrees that each of them will preserve and keep the records held by it or its Affiliates relating to the Business for a period of twelve months from the Closing Date (except as provided below) and will make such records and personnel available ~~to the other~~**(including cooperating to provide assistance to the other in obtaining any records held by third parties) to the other or its agent (including any liquidating or litigation trustee)** as may be reasonably required by such party in connection with, among other things, any insurance claims by, Legal Proceedings or tax audits against or governmental investigations of Sellers or Purchaser or any of their Affiliates**, administration of a plan of liquidation of Sellers, as required to perform obligations under any service agreement of Sellers that are not Purchased Contracts,** or in order to enable Sellers or Purchaser to comply with their respective obligations under this Agreement and each other agreement, document or instrument contemplated hereby. In the event Sellers or Purchaser wishes to destroy such records before or after that time, such party will first give 60 days' prior written notice to the other and such other party will have the right at its option and expense, upon prior written notice given to such party within such 60-day period, to take possession of the records within 90 days after the date of such notice.

8.7 Publicity. The initial press release concerning this Agreement and the Proposed Transaction will be in substantially the form previously agreed by the parties. Prior to the Closing, none of the parties hereto will issue any press release concerning this Agreement or the Proposed Transaction without obtaining the prior written approval of the other parties hereto, which approval will not be unreasonably withheld or delayed, unless, in the sole judgment of Purchaser or Sellers, as applicable, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement, provided, however, that the party intending to make such release uses its commercially reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other party with respect to the text thereof.

8.8 Supplementation and Amendment of Schedules. Sellers may, at their option, include in the Schedules to this Agreement items that are not material in order to avoid any misunderstanding, and such inclusion, or any references to dollar

amounts, will not be deemed to be an acknowledgment or representation that such items are material, to establish any standard of materiality or to define further the meaning of such terms for purposes of this Agreement. Information provided in one Schedule will suffice, without repetition or cross reference, as a disclosure of such information in any other Schedule to which its relevance is reasonably apparent on its face. From time to time prior to seven Business Days prior to the Closing Date, Sellers will have the right to supplement or amend the Schedules that correspond to provisions in Article V in this Agreement with respect to any matter, upon written notice of such supplement or amendment to Purchaser. Except as set forth on Schedule 8.8, if Purchaser reasonably determines that the supplement or amendment to the Schedules relates to any fact that is material and adverse to Purchaser's operation of the Business following the Closing or could reasonably be expected to result in a material diminution in the expected value of the Business, a material loss of profit, or a material cost, expense or Liability to Purchaser or its subsidiaries, then Purchaser, as its sole remedy, shall have the right terminate this Agreement within five Business Days of its receipt of written notice of such supplement or amendment.

8.9 Letters of Credit. At the Closing, Purchaser will cause all letters of credit, surety bonds, performance bonds and similar bonds posted by Sellers or their Affiliates with respect to the Purchased Assets or the Business to be terminated and released or cash collateralized, supported by a backstop letter of credit or otherwise.

8.10 Rights Offering. The Sellers shall, and shall cause their subsidiaries and their respective officers, directors and employees to, use their commercially reasonable efforts to cooperate with Purchaser as reasonably requested by Purchaser and at Purchaser's sole cost and expense in connection with any rights offering for equity securities of the Purchaser conducted prior to the Closing, including reasonable best efforts to furnish such information regarding the Business as Purchaser requires to prepare customary offering and subscription documentation, including financial information of the Company, subject to appropriate confidentiality protections; provided, however, that no Seller, nor any of its subsidiaries, or their respective officers, directors or employees, will be required to take any action that will interfere unreasonably with its operations or the Bankruptcy Cases.

IX. EMPLOYEES AND EMPLOYEE BENEFITS

9.1 Transferred Employees. Prior to the Closing and subject to Section 9.4, Purchaser will offer employment to each of the Employees who are actively at work on the Closing Date or who are on approved maternity leave. Such individuals who accept such offer by the Closing Date are hereinafter referred to as the "Transferred Employees."

9.2 Employment Tax Reporting. With respect to Transferred Employees, Purchaser and Sellers will use the standard procedure set forth in Revenue Procedure 2004-53, 2004-34 I.R.B. 320, for purposes of employment tax reporting.

9.3 No Obligations. Following compliance with Section 9.1 and subject to Section 9.4 for the period set forth therein, nothing contained in this Agreement will be construed to require, or prevent the termination of, employment of any individual, require minimum benefit or compensation levels or prevent any change in the employee benefits provided to any individual Transferred Employee nor will it be construed as creating or amending any employee benefit plan. The parties hereto agree that nothing in this Article IX, whether express or implied, is intended to create any third party beneficiary rights in any Transferred Employee.

9.4 Compensation and Benefits. For a period of not less than six months after the Closing Date, Purchaser will provide base salaries and health and welfare benefits, as well as vacation and maternity benefits accrued through the Closing Date (but excluding equity-based compensation, participation in any defined benefit plan, any severance, any change in control payments and any incentive compensation) to each Transferred Employee that is, in the aggregate, substantially comparable to the base salary and health and welfare benefits (excluding equity-based compensation, participation in any defined benefit plan, any severance, any change in control payments and any incentive compensation) provided to such Transferred Employee by Sellers immediately prior to the Closing Date. For purposes of eligibility and vesting under the employee benefit plans of Purchaser providing benefits to Transferred Employees, Purchaser will credit each Transferred Employee with his or her years of service with Sellers to the same extent as such Transferred Employee was entitled immediately prior to the Closing to credit for such service under any similar Employee Benefit Plan of Sellers.

9.5 Relativity Media 401(k) Plan. Sellers will transfer sponsorship and Purchaser agrees to assume sponsorship of the Relativity Media 401(k) Plan.

X. CONDITIONS TO CLOSING

10.1 Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the Proposed Transaction is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of Sellers contained in this Agreement that are not qualified by materiality or Seller Material Adverse Effect shall be true and correct in all material respects on and as of the Closing, except to the extent expressly made as of an earlier date, in which case as of such earlier date, and the representations and warranties of Sellers contained in this Agreement that are qualified by materiality or Seller Material Adverse Effect shall be true and correct in all respects on and as of the Closing, except to the extent expressly made as of an earlier date, in which case as of such earlier date, and Purchaser shall have received a certificate signed by an authorized officer of the Company, dated the Closing Date, to the foregoing effect;

(b) Sellers shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by them prior to the Closing Date, and Purchaser shall have received a certificate signed by an authorized officer of the Company, dated the Closing Date, to the forgoing effect;

(c) Sellers shall have obtained the consents and approvals identified on Schedule 10.1(c), in form and substance reasonably acceptable to Purchaser, and such consents and approvals shall remain in full force and effect;

(d) there shall exist no pending claim, action, suit, investigation, litigation or proceeding that (i) seeks to prohibit Purchasers or Sellers from consummating the Proposed Transaction or (ii) would, if determined adversely to Purchaser or the Sellers, subject Purchaser to material damage claims, penalties, lawsuits or litigation as a result of the consummation of the Proposed Transaction;

(e) at the Closing, Sellers shall have assumed and assigned to Purchaser the Contracts listed on Schedule 10.1(e) (to the extent they are Purchased Contracts), in each case pursuant to section 365 of the Bankruptcy Code and the Sale Order, and the aggregate Cure Amounts required to cure any defaults under such Purchased Contracts shall not exceed $5 million.

(f) the Accounts Payable to be assumed by Purchaser at Closing shall not exceed $3 million;

(g) Sellers shall have delivered to Purchaser a good standing certificate for each Seller dated not more than 30 days prior to the Closing Date (provided that Sellers will use their reasonable best efforts to deliver good standing certificates for each Seller dated not more than 10 days prior to the Closing Date); and

(h) Sellers shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Sections 4.2(a) through (e).

10.2 Conditions Precedent to Obligations of Sellers. The obligations of Sellers to consummate the Proposed Transaction are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by Sellers in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of Purchaser contained in this Agreement that are not qualified by materiality or Purchaser Material Adverse Effect shall be true and correct in all material respects on and as of the Closing, except to the extent expressly made as of an earlier date, in which case as of such earlier date, and the representations and warranties of Purchaser contained in this Agreement that are qualified by materiality or Purchaser Material Adverse Effect shall be true and correct in all respects on and as of the Closing, except to the extent expressly made as of an earlier date, in which case as of such earlier date and Sellers shall have

received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the foregoing effect;

(b) Purchaser shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date and Sellers shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the foregoing effect; and

(c) Purchaser shall have delivered, or caused to be delivered, to Sellers, or the applicable Person identified therein, all of the items set forth in Sections 4.3(a) through (h).

10.3 Conditions Precedent to Obligations of Purchaser and Sellers. The respective obligations of Purchaser and Sellers to consummate the Proposed Transaction are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by mutual agreement of Purchaser and Sellers in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any Law or Order by a Governmental Body of competent jurisdiction restraining, enjoining, making illegal or otherwise prohibiting the consummation of the Proposed Transaction;

(b) the Bankruptcy Court shall have entered the Bidding Procedures Order;

(c) the Bankruptcy Court shall have entered the Sale Order and the Sale Order shall be a Final Order;

(d) the waiting period applicable to the Proposed Transaction under the HSR Act, if any, shall have expired or early termination shall have been granted; and

(e) the parties shall have obtained any other material consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Body required in connection with the execution of this Agreement or the consummation of the Proposed Transaction.

10.4 Frustration of Closing Conditions. No party may rely on the failure of any condition set forth in Section 10.1, 10.2 or 10.3, as the case may be, if such failure was caused by such party's failure to comply with any provision of this Agreement.

XI. TAXES

11.1 Transfer Taxes. Purchaser will be responsible for all documentary, stamp, transfer, motor vehicle registration, sales, use, excise and other similar Taxes and all filing and recording fees arising from or relating to the consummation of the

Proposed Transaction (collectively, "Transfer Taxes"), regardless of the party on whom liability is imposed under the provisions of the Laws relating to such Transfer Taxes. Sellers and Purchaser will consult and cooperate in timely preparing and making all filings, Tax Returns, reports and forms as may be required to comply with the provisions of the Laws relating to such Transfer Taxes and will cooperate and otherwise take commercially reasonable efforts to obtain any available refunds for or exemptions from such Transfer Taxes.

11.2 Purchase Price Allocation. (a) For U.S. federal and applicable state and local income tax purposes, the parties intend that the transfer of the Purchased Assets to Purchaser be treated as a taxable acquisition of the Purchased Assets and the assets of each Company subsidiary the shares of capital stock or other equity interest of which constitute a direct or indirect Purchased Asset for an amount equal to the Purchase Price. No later than 90 days after the Closing Date, Purchaser will prepare and deliver to Sellers an allocation schedule setting forth the amounts to be allocated among Sellers and among the Purchased Assets of each Seller, pursuant to (and to the extent necessary to comply with) Section 1060 of the Code and the applicable regulations promulgated thereunder (or, if applicable, any similar provision under state, local or foreign Law or regulation) (the "Proposed Allocation Statement"). Sellers will have 20 Business Days following delivery of the Proposed Allocation Statement during which to notify Purchaser in writing (an "Allocation Notice of Objection") of any objections to the Proposed Allocation Statement, setting forth in reasonable detail the basis of their objections. If Sellers fail to deliver an Allocation Notice of Objection in accordance with this Section 11.2(a), the Proposed Allocation Statement will be conclusive and binding on all parties and will become the "Final Allocation Statement". If Sellers submit an Allocation Notice of Objection, then for 20 Business Days after the date Purchaser receives the Allocation Notice of Objection, Purchaser and Sellers will use their commercially reasonable efforts to agree on the allocations. Failing such agreement within 20 Business Days of such notice, the unresolved allocations will be submitted to an independent, internationally-recognized accounting firm mutually agreeable to Purchaser and Sellers, which firm will be instructed to determine its best estimate of the allocation schedule based on its determination of the unresolved allocations and provide a written description of the basis for its determination within 45 Business Days after submission, such written determination to be final, binding and conclusive. The fees and expenses of such accounting firm will be apportioned among Sellers and Purchaser equally. For purposes of such allocation (and, to the extent applicable, the provisions of Sections 743 and 755 of the Code and the applicable regulations promulgated thereunder), the Purchase Price shall be treated as the purchase price of the Purchased Assets.

(b) Sellers and Purchaser and their respective Affiliates will report, act and file Tax Returns (including, but not limited to IRS Form 8594) in all respects and for all purposes consistent with such allocation as determined pursuant to this Section 11.2. Neither Sellers nor Purchaser will take any position (whether in audits,

tax returns or otherwise) that is inconsistent with such allocation, unless required to do so by applicable Law.

11.3 Certain Periodic Non-Income Taxes. (a) With respect to any real or personal property or other periodic Taxes not based on income or receipts ("Periodic Non-Income Taxes") that are assessed on, or in respect of, the Purchased Assets and attributable to any period that ends on or prior to the Closing Date, if Purchaser pays such Periodic Non-Income Taxes after the Closing Date, as promptly as practicable after delivery to the applicable Seller of proof of such payment, such Seller will pay to Purchaser the amount of such Periodic Non-Income Taxes paid by Purchaser but only to the extent such amount was not taken into account to determine any amount otherwise payable to such Seller under any other provision of this Agreement.

(b) With respect to any Periodic Non-Income Taxes that are assessed on, or in respect of, the Purchased Assets and attributable to any period which includes but does not end on the Closing Date (a "Straddle Period"), the applicable Seller shall be responsible for the amount of such Periodic Non-Income Taxes paid by Purchaser that are attributable to the portion of such Straddle Period up to and including the Closing Date (the "Pre-Closing Straddle Period"), and Purchaser shall be responsible for all other Periodic Non-Income Taxes that are assessed on, or in respect of, the Purchased Assets and attributable to the portion of such Straddle Period beginning on the day after the Closing Date and any taxable period beginning after the Closing Date. Purchaser and each applicable Seller shall promptly pay (or, if applicable, promptly reimburse the other Party for any taxes paid after the Closing Date) that portion of such Periodic Non-Income Taxes that are the responsibility of such Party under this Section 11.3(b). For purposes of this Section 11.3(b), the amount of Periodic Non-Income Taxes attributable to a Pre-Closing Straddle Period will be based upon the ratio of the number of days in the Pre-Closing Straddle Period to the total number of days in the Straddle Period.

11.4 Cooperation and Audits. Purchaser, its Affiliates and Sellers will cooperate fully with each other regarding Tax matters (including the execution of appropriate powers of attorney) and will make available to the other as reasonably requested all information, records and documents relating to Taxes governed by this Agreement until the expiration of the applicable statute of limitations or extension thereof or the conclusion of all audits, appeals or litigation with respect to such Taxes.

XII. MISCELLANEOUS

12.1 No Survival of Representations and Warranties. The parties hereto agree that the representations and warranties contained in this Agreement will not survive the Closing hereunder, and none of the parties will have any liability to each other after the Closing for any breach thereof. The parties hereto agree that the covenants contained in this Agreement to be performed at or after the Closing will

survive the Closing hereunder, and each party hereto will be liable to the other after the Closing for any breach thereof.

12.2 Expenses. Except as otherwise expressly set forth herein, each of the Sellers and Purchaser will bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the Proposed Transaction. Without limiting the foregoing, Purchaser will pay the filing fee required in connection with the HSR Act filing contemplated by Section 8.4(a), if any, and any other filings required to obtain any regulatory approvals required pursuant to Section 10.3(d).

12.3 Injunctive Relief. Damages at Law may be an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement, and, accordingly, any party hereto will be entitled to injunctive relief with respect to any such breach, including specific performance of such covenants, promises or agreements or an order enjoining a party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement. The rights set forth in this Section 12.3 will be in addition to any other rights which a party hereto may have at Law or in equity pursuant to this Agreement.

12.4 Submission to Jurisdiction; Consent to Service of Process. (a) Without limiting any party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court will retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Proposed Transaction, and (ii) any and all proceedings related to the foregoing will be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and will receive notices at such locations as indicated in Section 12.8; provided, however, that if the Bankruptcy Cases have been closed pursuant to Section 350 of the Bankruptcy Code, the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in New York County or the Commercial Division, Civil Branch of the Supreme Court of the State of New York sitting in New York County and any appellate court from any thereof, for the resolution of any such claim or dispute. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 12.8.

12.5 Waiver of Right to Trial by Jury. Each party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any provision hereof.

12.6 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, will be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained in this Agreement. The waiver by any party hereto of a breach of any provision of this Agreement will not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by Law.

12.7 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York (without giving effect to the principles of conflict of Laws thereof) applicable to contracts made and performed in such State, except to the extent that the Laws of such State are superseded by the Bankruptcy Code.

12.8 Notices. All notices and other communications under this Agreement will be in writing and will be deemed given (a) when delivered personally by hand, (b) upon receipt of confirmation of receipt if sent by facsimile transmission, (c) on the day such communication was sent by e-mail or (d) one Business Day following the day sent by overnight courier, in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a party may have specified by notice given to the other party pursuant to this provision):

If to Sellers, to:

Relativity Media, LLC
9242 Beverly Blvd., Suite 300
Beverly Hills, CA 90210
Facsimile: (310) 786-0159
Attention: Corporate Legal Department
Email: corporate.legal@relativitymedia.com

With a copy (which will not constitute notice) to:

Jones Day
222 East 41st Street
New York, NY 10017
Facsimile: (212) 755-7306
Attention: Jeffrey Symons
Michael Considine
Email: jsymons@jonesday.com
mpconsidine@jonesday.com

and

Sheppard, Mullin, Richter & Hampton LLP
333 South Hope Street, Forty-Third Floor
Los Angeles, CA 90071
Facsimile: (213) 443-2750
Attention: David I. Sunkin
Email: dsunkin@sheppardmullin.com

If to Purchaser, to:

Anchorage Capital Group, L.L.C.
610 Broadway, 6th Floor
New York, NY 10012
(212) 432-4650
Facsimile: (212) 432-4651
Attention: General Counsel
Email: legal@anchoragecap.com

Falcon Strategic Investments GP III, LLC
450 Park Avenue
New York, NY 10022

Facsimile: (617) 412-2799
Attention: William J. Kennedy, Jr.
Matthew White
Email: wkennedy@falconinvestments.com
MWhite@falconinvestments.com

Luxor Capital LLC
1114 Avenue of the Americas, 29th Floor
New York, NY 10036
Facsimile: (212) 763-8001
Attention: Norris Nissim
Email: nnissim@luxorcap.com

With copies (which will not constitute notice) to:

Milbank, Tweed, Hadley & McCloy LLP
601 South Figueroa Street, 30th Floor
Los Angeles, CA 90017
Facsimile: (213) 629-5063
Attention: Mark Shinderman
Neil J Wertlieb
Email: mshinderman@milbank.com
nwertlieb@milbank.com

12.9 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms or provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the Proposed Transaction is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the Proposed Transaction are consummated as originally contemplated to the greatest extent possible.

12.10 Assignment. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement will create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by any Seller or Purchaser (by operation of Law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents will be void; provided, however, that Purchaser may assign some or all of its rights or delegate some or all of its obligations hereunder to one or more wholly-owned subsidiaries formed by it prior to the Closing. Except as otherwise expressly provided

in this Section 12.10, no assignment of any obligations hereunder will relieve the parties hereto of any such obligations. Upon any such permitted assignment, the references in this Agreement to Sellers or Purchaser will also apply to any such assignee unless the context otherwise requires.

12.11 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner or equityholder of Sellers will have any liability for any obligations or liabilities of Sellers under this Agreement or any agreement entered into in connection herewith of or for any claim based on, in respect of, or by reason of, the Proposed Transaction and thereby.

12.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

12.13 Representation of Sellers and their Affiliates. Following the Closing, Jones Day and Sheppard, Mullin, Richter & Hampton LLP (collectively, "Sellers' Counsel") may serve as advisers to any other party and their respective Affiliates in connection with any matters related to this Agreement and the transactions contemplated hereby, including any litigation, claim or obligation arising out of or relating to this Agreement or the transactions contemplated by this Agreement notwithstanding any representation by Sellers' Counsel of another party or any of its Affiliates. Purchaser hereby (i) waives any claim they have or may have that Sellers' Counsel has a conflict of interest or is otherwise prohibited from engaging in such representation and (ii) agrees that, in the event that a dispute arises after the Closing between Purchaser and any Seller or any of its Affiliates, Sellers' Counsel may represent any Seller or any of its Affiliates in such dispute even though the interests of such Person(s) may be directly adverse to Purchaser and even though such advisor may have represented a Seller in a matter substantially related to such dispute prior to the Closing. Purchaser also further agrees that, as to all communications among counsel and any Seller or its Affiliates and representatives of any Seller or its Affiliates that relate in any way to the transactions contemplated by this Agreement, the attorney-client privilege and the expectation of client confidence belongs to the applicable Seller or Affiliate and may be controlled by the applicable Seller or Affiliate and will not pass to or be claimed by Purchaser.

[*Signature page follows***]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

PURCHASER:

RM BIDDER, LLC

ACMO REL Holdings, L.L.C.,
Member

By: Anchorage Capital Group, L.L.C., as its investment manager

_____
Name:
Title:

Anchorage Capital Master Offshore, Ltd., Member

By: Anchorage Capital Group, L.L.C., as its investment manager

_____
Name:
Title:

Falcon Strategic Partners III, LP,
Member

By: Falcon Strategic Investments III, LP,
Its General Partner

By: Falcon Strategic Investments
GP III, LLC, Its General Partner

_____
Name: Rafael Fogel
Title: Director

Luxor Capital LLC,
Member

By: ___
Name:
Title:

COMPANY:

Relativity Media, LLC

By:_____
Name:
Title:

[OTHER SELLERS]

By:_____
Name:
Title:

SCHEDULES

to the

SECOND AMENDED AND RESTATED

ASSET PURCHASE AGREEMENT

among

RELATIVITY MEDIA, LLC

THE OTHER SELLERS NAMED THEREIN

and

RM BIDDER, LLC

Dated as of August ~~21~~27, 2015

SCHEDULES

These Schedules (these "Schedules", and each, a "Schedule") are being delivered in accordance with, and are incorporated and made part of, that certain **Second** Amended and Restated Asset Purchase Agreement (the "Agreement"), dated as of August ~~21~~**27**, 2015, among Relativity Media, LLC, the other sellers named therein and RM Bidder, LLC. Capitalized terms used in these Schedules but not otherwise defined herein will have the respective meanings given to such terms in the Agreement.

These Schedules relate to certain matters concerning the Proposed Transaction. These Schedules are qualified in their entirety by reference to specific provisions of the Agreement, and are not intended to constitute, and will not be construed as constituting, representations, warranties or covenants of Sellers or Purchaser, as applicable, except as and to the extent provided in the Agreement. Inclusion of information herein will not be deemed or construed as an admission or otherwise imply that (a) such information (i) is material to the business, results of operations or financial condition of Sellers or Purchaser, as applicable or (ii) represents a material exception or material fact, event or circumstance or that such information has had or would have a Seller Material Adverse Effect or Purchaser Material Adverse Effect, as applicable, by the criteria set forth in the Agreement or (b) disclosure of any such information is required under any applicable Laws, Permits or regulations or instructions of any Governmental Body.

Matters reflected in these Schedules are not necessarily limited to matters required by the Agreement to be reflected in these Schedules, which additional matters are included for information purposes only and do not necessarily include other matters of a similar nature.

Nothing in these Schedules will be deemed or will constitute an admission of any liability or obligation of any party to any third party, nor an admission to any third party against the interests of any or all of the parties to the Agreement. Headings have been inserted on and within these Schedules for convenience of reference only and will not change the express description of the corresponding sections of the Agreement. The numbering of these Schedules reflects the corresponding numbering in the Agreement.

Schedule 1.1(a)

Knowledge Parties

1. Ryan Kavanaugh
2. Brian Kushner
3. Andrew Matthews
4. Gregory Shamo
5. Tucker Tooley, solely with respect to matters for which he is actually responsible

Schedule 1.1(b)

Permitted Exceptions

1. Liens pursuant to the following credit documents:

    a. The DIP Loan Agreement*

    b. The Ultimates Credit Agreement**

2. Other existing liens to the extent agreed to by Purchaser on or after the date by which objections to the approval of Sale Order must be filed pursuant to the Notice of (A) Solicitation of Bids to Purchase Substantially All the Debtors' Assets, (B) Auction and (C) Sale Hearing.

* To be extinguished at Closing upon full satisfaction of obligations under the DIP Loan Agreement.

** To be extinguished at Closing upon indefeasible payment in full in cash of an amount sufficient to satisfy the obligations under the Ultimates Credit Agreement.

Schedule 1.1(c)

Purchased Trademarks

Mark	Owner	Serial #	File Date	Registration #	Registration Date
278 FILMS	RML Jackson, LLC	86/069,697	9/19/2013		
ARE YOU ROGUE?	RML Jackson, LLC	77/808,146	8/19/2009	4,152,118	6/5/2012
ARE YOU ROGUE?	RML Jackson, LLC	77/808,159	8/19/2009		
ARE YOU ROGUE?	RML Jackson, LLC	77/808,163	8/19/2009		
BABY ROGUE	RML Jackson, LLC	77/765,703	6/23/2009		
BORN ROGUE	RML Jackson, LLC	1325141	10/12/2009	1325141	2/8/2010
BORN ROGUE	RML Jackson, LLC	008608796	10/12/2009		
BORN ROGUE	RML Jackson, LLC	1040265	10/12/2009	1143528	10/12/2009
BORN ROGUE	RML Jackson, LLC	814044	10/12/2009	814044	1/9/2012
BORN ROGUE	RML Jackson, LLC	2528417	10/12/2009	2528417	10/12/2009
BORN ROGUE	RML Jackson, LLC	77/713,053	4/13/2009		
BORNROGUE	RML Jackson, LLC	77/713,054	4/13/2009		
I AM ROGUE	RML Jackson, LLC	77/803,712	8/13/2009	4,152,117	6/5/2012
R & Design	Relativity Media, LLC	86/584,898	4/1/2015		
R & Design	Relativity Media, LLC	86/584,896	4/1/2015		
R2	Relativity Media, LLC	86/438,983	10/29/2014		
RELATIVITY	Relativity Media, LLC	77/983,512	6/23/2009	4,451,617	12/17/2013
RELATIVITY	Relativity Media, LLC	77/765,688	6/23/2009	4,459,359	12/31/2013
RELATIVITY DIGITAL	Relativity Media, LLC	pending			
RELATIVITY DIGITAL STUDIOS	Relativity Media, LLC	pending			
RELATIVITY MEDIA	Relativity Media, LLC	1326894	10/20/2009	1326894	3/24/2011

Mark	Owner	Serial #	File Date	Registration #	Registration Date
RELATIVITY MEDIA	Relativity Media, LLC	1456249	10/21/2009		
RELATIVITY MEDIA	Relativity Media, LLC	7895630	12/8/2009	7895630	10/14/2013
RELATIVITY MEDIA	Relativity Media, LLC	7895628	12/8/2009		
RELATIVITY MEDIA	Relativity Media, LLC	7895627	12/8/2009	7895627	2/21/2011
RELATIVITY MEDIA	Relativity Media, LLC	7895629	12/8/2009	7895629	2/21/2011
RELATIVITY MEDIA	Relativity Media, LLC	008667545	10/20/2009	008667545	5/3/2010
RELATIVITY MEDIA	Relativity Media, LLC	301458865	10/27/2009	301458865	10/27/2009
RELATIVITY MEDIA	Relativity Media, LLC	1878248	10/30/2009	1878248	10/30/2009
RELATIVITY MEDIA	Relativity Media, LLC	1878249	10/30/2009	1878249	10/30/2009
RELATIVITY MEDIA	Relativity Media, LLC	1878250	10/30/2009	1878250	10/30/2009
RELATIVITY MEDIA	Relativity Media, LLC	1878251	10/30/2009	1878251	10/30/2009
RELATIVITY MEDIA	Relativity Media, LLC	1044117	10/28/2009	1218990	10/28/2009
RELATIVITY MEDIA	Relativity Media, LLC	10440115	10/28/2009	1147402	10/28/2009
RELATIVITY MEDIA	Relativity Media, LLC	1152051	2/2/2011	1223975	2/2/2011
RELATIVITY MEDIA	Relativity Media, LLC	814521	10/20/2009	814521	12/7/2010
RELATIVITY MEDIA	Relativity Media, LLC	098053929	12/2/2009	01440590	11/16/2010
RELATIVITY MEDIA	Relativity Media, LLC	098053934	12/2/2009	01429281	9/16/2010
RELATIVITY MEDIA	Relativity Media, LLC	098053931	12/2/2009	01429280	9/16/2010
RELATIVITY MEDIA	Relativity Media, LLC	098053927	12/2/2009	01445350	12/16/2010
RELATIVITY MEDIA	Relativity Media, LLC	2529824	10/26/2009	2529824	10/26/2009
RELATIVITY MEDIA	Relativity Media, LLC	77/765,696	6/23/2009	3,827,057	8/3/2010
RELATIVITY MEDIA	Relativity Media, LLC	77/765,692	6/23/2009	4,593,080	8/26/2014
RELATIVITY MEDIA	Relativity Media, LLC	77/765,697	6/23/2009	4,459,360	12/31/2013
RELATIVITY	Relativity	77/765,689	6/23/2009	3,827,056	8/3/2010

Mark	Owner	Serial #	File Date	Registration #	Registration Date
MEDIA	Media, LLC				
RELATIVITY MEDIA	Relativity Media, LLC	85/088,139	7/19/2010	4,628,921	10/28/2014
RELATIVITY MEDIA	Relativity Media, LLC	85/114,125	8/24/2010	3,992,532	7/12/2011
RELATIVITY MUSIC GROUP	Relativity Media, LLC	86/584,874	4/1/2015		
RELATIVITY MUSIC GROUP	Relativity Media, LLC	86/584,872	4/1/2015		
RELATIVITY MUSIC GROUP R & Design	Relativity Media, LLC	86/584,891	4/1/2015		
RELATIVITY MUSIC GROUP R & Design	Relativity Media, LLC	86/584,885	4/1/2015		
RELATIVITY SPORTS	RML Jackson, LLC	12862123	7/4/2013		
RELATIVITY SPORTS	RML Jackson, LLC	11951911	7/3/2013	11951911	11/28/2013
RELATIVITY SPORTS	RML Jackson, LLC	77/810,051	8/21/2009	4,415,054	10/8/2013
RELATIVITY SPORTS	RML Jackson, LLC	77/810,080	8/21/2009	4,324,688	4/23/2013
RELATIVITY STUDIOS	Relativity Media, LLC	86/639,438	5/22/15		
RELATIVITY STUDIOS	Relativity Media, LLC	86/639,471	5/22/15		
RELATIVITY TELEVISION	Relativity Media, LLC	77/765,699	6/23/2009	4,459,361	12/31/2013
RELATIVITY TV	Relativity Media, LLC	86/580,932	3/30/2015		
RELATIVITY2 (Stylized)	Relativity Media, LLC	86/336,384	7/14/2014		
RELATIVITYREAL	Relativity Media, LLC	77/765,698	6/23/2009	4,564,363	7/8/2014
ROGUE	RML Jackson, LLC	1327516	10/22/2009	1327516	8/1/2013
ROGUE	RML Jackson, LLC	1482046	3/23/2012		
ROGUE	RML Jackson, LLC	1456393	10/22/2009		
ROGUE	RML Jackson, LLC	008673311	10/22/2009		
ROGUE	RML Jackson, LLC	1044012	10/28/2009	1183119	10/28/2009
ROGUE	RML Jackson,	1044011	10/28/200	1140724	10/28/2009

Mark	Owner	Serial #	File Date	Registration #	Registration Date
	LLC		9		
ROGUE	RML Jackson, LLC	1044010	10/28/2009	1175604	10/28/2009
ROGUE	RML Jackson, LLC	1044009	10/28/2009	1217138	5/27/2011
ROGUE	RML Jackson, LLC	1044008	10/28/2009	1217990	5/20/2011
ROGUE	RML Jackson, LLC	1153939	2/10/2011	1272767	2/10/2011
ROGUE	RML Jackson, LLC	1182375	5/31/2011	1246024	5/31/2011
ROGUE	RML Jackson, LLC	855026	12/22/2011	855026	9/23/2009
ROGUE	RML Jackson, LLC	814680	10/22/2009		
ROGUE	RML Jackson, LLC	2530538	11/2/2009	2530538	11/2/2009
ROGUE	RML Jackson, LLC	77/698,591	3/25/2009	4,514,831	4/15/2014
ROGUE	RML Jackson, LLC	77/698,599	3/25/2009	4,572,598	7/22/2014
ROGUE	RML Jackson, LLC	77/698,601	3/25/2009	4,272,503	1/8/2013
ROGUE	RML Jackson, LLC	77/698,603	3/25/2009	4,272,504	1/8/2013
ROGUE	RML Jackson, LLC	85/240,330	2/11/2011	4,313,571	4/2/2013
ROGUE 3D	Relativity Media, LLC	85/312,603	5/4/2011	4,321,509	4/16/2013
ROGUE SPORTS	RML Jackson, LLC	1325404	10/13/2009	1325404	10/13/2009
ROGUE SPORTS	RML Jackson, LLC	008610966	10/13/2009		
ROGUE SPORTS	RML Jackson, LLC	1040775	10/14/2009	1147399	10/14/2009
ROGUE SPORTS	RML Jackson, LLC	1040777	10/14/2009	1172464	10/14/2009
ROGUE SPORTS	RML Jackson, LLC	1040774	10/14/2009	1173679	10/14/2009
ROGUE SPORTS	RML Jackson, LLC	854930	12/22/2011	854930	4/15/2009
ROGUE SPORTS	RML Jackson, LLC	814132	10/13/2009		
ROGUE SPORTS	RML Jackson, LLC	2528664		2528664	10/13/2009
ROGUE SPORTS	RML Jackson,	77/810,091	8/21/2009	4,547,790	6/10/2014

Mark	**Owner**	**Serial #**	**File Date**	**Registration #**	**Registration Date**
	LLC				
ROGUE SPORTS	RML Jackson, LLC	77/714,935	4/15/2009		
ROGUE SPORTS	RML Jackson, LLC	77/714,936	4/15/2009	4,063,762	11/29/2011
ROGUE TV	RML Jackson, LLC	77/767,704	6/24/2009		
ROGUELIFE	RML Jackson, LLC	77/815,550	8/28/2009	4,436,723	11/19/2013
ROGUELIFE	RML Jackson, LLC	77/815,556	8/28/2009		
U R ROGUE	RML Jackson, LLC	77/803,696	8/13/2009		
WE ARE ROGUE	RML Jackson, LLC	77/803,681	8/13/2009		
YOU ARE ROGUE	RML Jackson, LLC	77/803,693	8/13/2009		

Schedule 2.1(b)

Purchased Assets

1. All of all of Sellers' right, title and interest in, to and under (but, for the avoidance of doubt, not the rights of any other party) to films or projects in development that are not listed on Schedule 2.2(d) and have not been designated Excluded Assets pursuant to Section 2.7(c), to the extent such rights exist at Closing, including the following:

   A. The following projects in development:
      - *Act Of Valor-SWAT*
      - *Ain't No Half Steppin:*
      - *Autobahn*
      - *Bachelor Party*
      - *Blow Out*
      - *Borderland*
      - *Demon House*
      - *Den of Thieves*
      - *Fearless*
      - *Fighter 2*
      - *Fletch Won*
      - *Highway of Tears*
      - *Humbug*
      - *Hunter Killer*
      - *Immortals 2*
      - *Latitude*
      - *Not Without Hope*
      - *Replay*
      - *Secret Scripture**
      - *Serbia's Super Thieves*
      - *Shotcaller**
      - *Solace*
      - *Strangers 2*
      - *The Crow*
      - *Titan*
      - *Tribes of Palos Verdes*
      - *Writer's Room*

      * US acquisition with obligation to pay MG and release film.

   B. The following films, TV projects and Netflix acquisitions:
      - *21 & Over*
      - *3 Days To Kill*
      - *A Perfect Getaway*
      - *Act Of Valor*

- *And So It Goes*
- *Atlas Shrugged*
- *Atlas Shrugged Pt 2*
- *Before I Go To Sleep*
- *Being: Mariano*
- *Best of Me*
- *Beyond The Lights*
- *Biutiful*
- *Black Or White*
- *Black Rock*
- *Brick Mansions*
- *Brothers*
- *Chicks Dig Gay Guys*
- *Cost of a Soul*
- *Desert Dancer*
- *Disconnect*
- *Don Jon*
- *Earth To Echo*
- *For Greater Glory*
- *Free Birds*
- *Hector And The Search For Happiness*
- *House At The End Of The Street*
- *I Love You Phillip Morris*
- *Infiltrator*
- *Killer Joe*
- *Left Behind*
- *Legend of Oz*
- *Machine Gun Preacher*
- *Mirror, Mirror*
- *Movie 43*
- *Nitro Circus*
- *Oculus*
- *Out Of The Furnace*
- *Paranoia*
- *Phantom*
- *Romeo & Juliet*
- *Safe Haven*
- *Spy Next Door*
- *Summer Forever*
- *Starring Adam West*
- ~~*The Bank Job*~~
- *The Collection*
- *The Family*
- *The First Grader*
- *The Identical*
- *The November Man*

- *The Raven*

C. The Netflix receivable for the film *The Lazarus Effect* **(except to the extent constituting Specified Collateral)**.

D. The distribution rights **(i) that are** for territories other than the Domestic Territory (as defined in the P&A Funding Agreement)~~, to the extent~~ **and (ii) which are** not collateral under **either** Production **Loan Agreement** or **the** P&A ~~loans~~**Funding Agreement**, for the following films:
   - *Disappointments Room*
   - *Masterminds*
   - *Kidnap*
   - *Before I Wake (Somnia)*

2. Equity interests that the sellers hold in the following joint ventures (and any director or indirect subsidiary held by such joint venture, including each of the entities in the sports division and Relativity B4U Limited):
   - Relativity EuropaCorp Distribution, LLC
   - RML DD Licensing I, LLC
   - Relativity Sports Management, LLC
   - Select Music LLC

Schedule 2.1(b)(xi)

Acquired Entities

Equity interests held by the Sellers in the following entities:

Distribution and Marketing Division
Virgin Produced, LLC
Sky Land Entertainment Ltd. (90% controlled subsidiary)

Music Division
Select Music LLC

Single Picture SPVs
American Kids, LLC
Dark Fields Productions, LLC
Five Continents Imports, LLC (f/k/a Knockout Films, LLC)
Habory Pictures, LLC
War of Gods Distributions, LLC
War of Gods Productions, LLC
War of the Gods, LLC

Sports Division
Relativity Sports Management, LLC
Rogue Sports, LLC (subject to the terms of the grant agreement in favor of Happy Walters for 15% of the non-voting ownership interests)

Schedule 2.2(d)

Excluded Assets

1. All assets exclusively related to (and, for the avoidance of doubt, not related to, used or held for use in the Business) the following business units of the Company:

   Fashion

   The Company's fashion business (also known as "M3/Relativity") represents fashion designers and provides services to other clients in connection with building and launching their brands and expanding them into various forms of media through involvement with other Business entities. M3/Relativity's assets include contractual rights under license agreements and contracts with fashion talent and designers.

   Education

   The Company's education business is operated through Relativity Education, LLC, which is 36% owned by the Sellers; the remainder is owned by entities outside the Company. Relativity Education, LLC, through its direct and indirect subsidiaries, operates a for-profit accredited branch of Hussian School of Art and offers an array of film, media, performing arts and graphic arts Bachelor of Fine Arts programs.

2. All equity interests in any entity held by the Company other than the Acquired Entities and Acquired Sellers.

3. All rights and assets solely related to the following films:

   Released Films
   3:10 to Yuma
   Forbidden Kingdom
   The Bank Job
   The Woman in Black 2

   Films in development
   Hillsong
   I'll Sleep When I'm Dead
   Met Ball
   The Bronze

4. Sales Agency Rights with respect to (a) *The Hollow Point f/k/a Man on Carrion Road* and (b) *Mojave*.

5. All rights and assets solely related to the film ***The*** *Lazarus* ***Effect***, other than ~~the Netflix receivable which has been represented as collateral for the Ultimates facility~~**as specified on Schedule 2.1(b) item C**.

6. All rights and assets solely related to the following films (the "Unreleased Films"), including, for the avoidance of doubt, the Specified Collateral **and the collateral under the Production Loan Agreements**:

   Unreleased Films
   Disappointments Room
   Masterminds
   Kidnap
   Before I Wake (Somnia)

   provided, however, that distribution rights related to the Unreleased Films for territories other than the Domestic Territory shall not be Excluded Assets to the extent such foreign distribution rights are not collateral under ~~the~~**either** Production ~~Loans~~**Loan Agreement** or the P&A ~~Loans~~**Funding Agreement**.

7. Excluded Contracts

   ~~None~~**Contracts exclusively related to an Excluded Asset**. (To be updated by Purchaser pursuant to the terms of the Agreement)

8. The following shell entities:

   Baker Street Investors, LLC
   Dear John, LLC
   Fighter, LLC
   MacGruber, LLC
   My Soul to Take, LLC
   Season of the Witch Distributions, LLC
   Season of the Witch Productions, LLC
   Season of the Witch, LLC
   Warrior Way, LLC

Schedule 2.3(h)

Assumed Liabilities

None.

Schedule 2.7(d)

Excluded Sellers

1. DR Productions, LLC
2. Armored Car Productions, LLC
3. RML Somnia Films, LLC
4. RML Kidnap Films, LLC

Schedule 4.4(j)

Secured Creditors

1. Creditors holding claims pursuant to the Term Loan Agreement.

2. Creditors holding claims pursuant to the Manchester Facility.

3. Creditors holding claims pursuant to that certain Credit, Security, Guaranty and Pledge Agreement, dated September 25, 2012, by and between RMLDD Financing, LLC and **CIT Bank, N.A., formerly known as** OneWest Bank**,** N.A., as Administrative Agent, Issuing Bank, Joint Lead Arranger and Joint Bookrunner, as amended (the "Ultimates Credit Agreement").

4. Creditors holding claims pursuant to the P&A Funding Agreement, to the extent such claims are related to the Business.

~~5. Creditors holding claims pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of August 5, 2014, by and among Armored Car Productions, LLC, as borrower, and OneWest Bank, N.A., in its capacity as agent for the lenders thereunder (the "Armored Car Loan").~~

5. ~~6. Creditors holding claims pursuant to that certain Loan and Security Agreement, dated as of September 5, 2014, by and among DR Productions, LLC, as borrower, and OneWest Bank, N.A., in its capacity as agent for the lenders thereunder (the "DR Loan", and together with the Armored Car Loan, the "Production Loans").~~ **Creditors holding claims pursuant to either Production Loan Agreement.**

~~7. Any and all claims by each Guild.~~

6. The Guilds, as applicable, on a per-picture and per-Guild basis.

7. ~~8. Certain~~**Creditors holding claims pursuant to certain** loan and security agreements entered in connection with the production of the films 3:10 TO YUMA ~~and~~**,** THE FORBIDDEN KINGDOM **and THE BANK JOB**, by Yuma, Inc. and J & J Project, LLC and Verite Capital Onshore Loan Fund LLC, which were subsequently transferred Vine Film Finance Fund II LP.

Schedule 5.3(a)

Conflicts

1. Any required approval or action of, filing with or notice to any Governmental Body required as a result of any facts or circumstances relating solely to Purchaser.

2. The DIP Loan Agreement.

3. Secured Limited Recourse Promissory Noted, dated as of December 18, 2014, made by Relativity Sports Management, LLC in favor of Knight Global, LLC, and Pledge Agreement, dated December 18, 2014, by and between Relativity Sports Management, LLC and Knight Global, LLC, the lender under which has sent notice of default.

4. Limited Liability Company Agreement of Relativity Sports Management, LLC, effective as of August 14, 2012.

5. Limited Liability Company Agreement of Relativity EuropaCorp Distribution, LLC, dated February 20, 2014.

6. Constitution of Relativity B4U Limited.

7. Shareholders Agreement, dated December 31, 2014, between Relativity India Holdings, LLC and LMB Holdings, Limited.

8. Operating Agreement of Baker Street Investors, LLC, dated September 12, 2006.

9. Limited Liability Company Agreement of Bev/Early, LLC, dated October 21, 2013.

10. Amended and Restated Limited Liability Company Operating Agreement of Select Music LLC, dated December 13, 2013.

11. Operating Agreement for Habory Pictures, LLC, dated August 25, 2008.

12. Fourth Amended and Restated Right of First Refusal and Co-Sale Agreement, dated as of July 1, 2013, by and among Major League Gaming, Inc., Relativity Media, LLC, Relativity Sports, LLC and the other stockholders of Major League Gaming, Inc. party thereto.

13. Fourth Amended and Restated Stockholders Agreement, dated as of July 1, 2013, by and among Major League Gaming, Inc., Relativity Media, LLC, Relativity Sports, LLC and the other stockholders of Major League Gaming, Inc. party thereto.

14. Fourth Amended and Restated Limited Liability Company Agreement of Purebrands, LLC, dated September 12, 2013.

15. Second Amended and Restated Limited Liability Company Agreement of Virgin Produced, LLC, dated April 26, 2011.

16. Limited Liability Company Agreement of RML DD Licensing I, LLC, dated January 9, 2015.

Schedule 5.3(b)

Consents of Third Parties

1. The items listed on Schedule 5.3(a) are incorporated herein by reference.

Schedule 5.4

Litigation

Items disclosed in the schedules to the DIP Loan Agreement are incorporated herein by reference.

Pending Litigation

1. RKA Film Financing, LLC v. Ryan Kavanaugh and John Does 1-12 – complaint filed with the Supreme Court of the State of New York, County of New York on July 24, 2015. Relativity is not yet a defendant.

2. RKA Film Financing, LLC v. Ryan Kavanaugh and River Birch Funds LLC (Index No. 652481/2015) (NY Supreme Court). Relativity is not yet a defendant.

3. The Arterie v. Relativity Media, LLC, et al (case number SC124518) – complaint filed with the Superior Court of the State of California for the County of Los Angeles – Unlimited Civil on July 27, 2015.

4. Allied Advertising Limited Partners (d/b/a Allied Integrated Marketing) v. Relativity Media, LLC et al (case number SC124509) – complaint filed with the Superior Court of California, County of Los Angeles on July 23, 2015.

5. TVGla v. RML Distribution Domestic, LLC – complaint filed with the Superior Court of California, County of Los Angeles (case number BC588197) on July 16, 2015.

Threatened Litigation

1. Please see the attached Vendor & Claimant Demand Tracker.

2. Letter dated July 29, 2015 from EuropaCorp re notice of default under the Relativity EuropaCorp Distribution, LLC operating agreement.

3. Letter dated July 29, 2015 from Viacom International Inc. re outstanding balance of $6,403,516.36 for advertisements aired from December 2014 through April 2015.

4. Letter dated July 27. 2015 from Bev/Early, LLC re notice of default under the Relativity Media Services Agreement and forfeiture of equity interest.

Schedule 5.5

Financial Data

1. See attached.

Schedule 5.6

Leased Real Property

Tenant	Location
Relativity Media, LLC	9242 Beverly Blvd., Suite 300 Beverly Hills, CA 90210
Relativity Media, LLC	345 North Maple Plaza, Suites 140, 205, 208, 245, 273 and 281 Beverly Hills, CA 90210
Relativity Media, LLC	3000 31st Street, Main Hanger, North Bay Santa Monica, CA 90405
Relativity Media, LLC	315 Park Avenue South New York, NY
Relativity REAL, LLC, Long Pond Media, LLC	1040 N. Las Palmas Bld #24, 6/7, 40 Bungalows C/D Los Angeles, CA 90038
Relativity REAL, LLC	1135 N. Mansfield Avenue Hollywood, CA 90038

Hummock Pond Properties, LLC owns nine homes used in connection with the production of the reality television show “Home Free.”

Schedule 5.7

Title to Purchased Assets

None.

Schedule 5.8(a)

Taxes

1. The Sellers have received an extension to file 2014 tax returns through September 15, 2015.

Schedule 5.9

Intellectual Property

Purchased Trademarks:

The items listed on Schedule 1.1(c) are incorporated herein by reference.

Copyrights

Project	Copyright Registration Number	Interest Holder and Character of Interest Held
21 and Over	Screenplay: PAu003569855 Picture: PAu003702007	21 & Over Productions, LLC RML Distribution Domestic, LLC*
3 Days to Kill	Screenplay: PAu003647257 Picture: PAu003724880	3 Days to Kill Productions, LLC* RML Distribution Domestic, LLC*
Act of Valor	Screenplay: PAu003518360 Picture: PAu003601383	RML Acquisitions IV, LLC*
And So It Goes	Screenplay: PAu003685566 Picture: PAu003739793	RML Acquisitions IX, LLC* RML Distribution Domestic, LLC*
Atlas Shrugged II: The Strike	Screenplay: TXu001836005 Picture: PA0001833073	RML Acquisitions VII, LLC* RML Distribution Domestic, LLC*
Atlas Shrugged: Part I	Screenplay: TXu001695505 Picture: PA0001791851	RML Acquisitions III, LLC* RML Distribution Domestic, LLC*
Beat the Chefs	PA0001819936	Relativity REAL, LLC
Before I Go To Sleep	Screenplay: PAu003753175 Picture pending	RML Acquisitions IX, LLC* RML Distribution Domestic, LLC*
Best of Me, The	Screenplay: PAu003751351 Picture: PA001929794	Best of Me Productions, LLC RML Distribution Domestic, LLC*
Beyond the Lights	Screenplay: PAu003712503 Picture: PA001927912	Blackbird Productions, LLC RML Distribution Domestic, LLC*
Biutiful	Screenplay: PAu003361428 Picture: PA0001673579	RML Distribution Domestic, LLC*
Black or White	Screenplay: PAu003682813 Picture pending	Black or White Films, LLC* RML Distribution Domestic, LLC*
Brick Mansions	Screenplay: PAu003698578 Picture pending	Brick Mansions Acquisitions, LLC* RML Distribution Domestic, LLC*

Project	**Copyright Registration Number**	**Interest Holder and Character of Interest Held**
Brothers	Screenplay: PAu003335749 Picture: PA0001647843	Brothers Productions, LLC
Collide	Screenplay pending	RML DR Films, LLC
Chicks Dig Gay Guys	Screenplay: PA001767189 Picture: PAu003736661	RML Acquisitions VIII, LLC*
Collection, The	Screenplay: PA0001840480 Picture pending	RML Acquisitions VIII, LLC* RML Distribution Domestic, LLC*
Cost of a Soul	Picture: PA003398366	RML Distribution Domestic, LLC*
Desert Dancer	Screenplay: PAu003642739 Picture: PAu003748799	RML Acquisitions VIII, LLC* RML Desert Films, LLC* RML Distribution Domestic, LLC*
Disconnect	Pending	RML Acquisitions X, LLC*
Don Jon	Screenplay: PAu003617508 Picture: PA0001873185	Don Jon Acquisitions, LLC* RML Distribution Domestic, LLC*
Double Hour	Pending	RML Acquisitions III, LLC*
Earth to Echo	Screenplay: PAu003714545 Picture: PA0001926447	RML Echo Films, LLC RML Distribution Domestic, LLC*
Family, The (Malavita)	Screenplay: PAu003629430 Picture: PAu003671605	Malavita Productions, LLC* RML Distribution Domestic, LLC*
First Grader, The	Screenplay: TXu001721777 Picture pending	RML Acquisitions I, LLC* RML Distribution Domestic, LLC*
For Greater Glory	Screenplay: PAu003648853 Picture: PA0001877369	RML Acquisitions V, LLC* RML Distribution Domestic, LLC*
Free Birds (Turkeys)	Screenplay: TX0001747309 Picture: PA0001873202	RML Turkeys Films, LLC* RML Distribution Domestic, LLC*
Going to Graceland	pending	Relativity REAL, LLC
Hector and the Search for Happiness	Screenplay: TXu001862946 Picture pending	RML Hector Films, LLC* RML Distribution Domestic, LLC*
House At The End Of The Street	Screenplay: PAu003473547 Picture: PA0001836158	RML Acquisitions II, LLC* RML Distribution Domestic, LLC*
Hunter Killer	Screenplay pending	Hunter Killer Productions, LLC
I Love You Phillip Morris	Screenplay: PAu003459521 Picture: PAu003443671	RML Distribution Domestic, LLC*
Identical, The	Screenplay: PAu003644490 Picture: PAu003747699	RML Acquisitions XI, LLC* RML Distribution Domestic, LLC*

Project	**Copyright Registration Number**	**Interest Holder and Character of Interest Held**
Killer Joe	Screenplay: PAu003526531 Picture: PAu003652098	RML Acquisitions X, LLC*
Left Behind	Screenplay: PAu003701274 Picture: PAu003753260	RML Acquisitions VI, LLC* RML Distribution Domestic, LLC*
Legends of Oz: Dorothy's Return	Screenplay: TXu001684999 Picture: PAu003676240	RML Acquisitions IX, LLC* RML Distribution Domestic, LLC*
Machine Gun Preacher	Screenplay: PAu003497777 Picture: PAu003580017	RML Acquisitions II, LLC* RML Distribution Domestic, LLC*
Mirror Mirror	Screenplay: PAu003560832 Picture: PA0001783446	Snow White Productions, LLC RML Distribution Domestic, LLC*
Movie 43	Beezil AKA Pegasus PAu 3-504-170 Happy Birthday PAu 3-465-748 Homeschooled Everything PAu 3-482-319 iBabe PAu 3-466-911 Middle School Date PAu 3-465-657 Robin's Big Speed Date PAu 3-465-748 Tampax PAu 3-475-952 The Catch PAu 3-429-270 The Proposition PAu 3-465-744 Veronics AKA CVS PAu 3-465-747 Machine Kids PAu 3-575-628 Truth or Dare PAu 3-523-081 Victory's Glory PAu 3-517-723 The Apprentice – Pending Find our Daughter PAu 3-465-749 Motion Picture – PAu003682983	Movie Productions, LLC RML Distribution Domestic, LLC*
Nitro Circus: The Movie	Picture: PA0001830477	RML Acquisitions V, LLC* RML Distribution Domestic, LLC*
November Man, The	Screenplay: PAu003674456 Picture: PAu003734991	RML November Films, LLC* RML Distribution Domestic,

Project	Copyright Registration Number	Interest Holder and Character of Interest Held
		LLC*
Oculus	Screenplay: PAu003684288 Picture: PA001903641	RML Oculus Films, LLC* RML Distribution Domestic, LLC*
Out of the Furnace	Screenplay: PAu003471296 Picture: PA001886313	Furnace Films, LLC RML Distribution Domestic, LLC*
Paranoia	Screenplay: PAu003633146 Picture: PA0001861433	Paranoia Acquisitions, LLC* RML Distribution Domestic, LLC*
Perfect Getaway, A	Picture: PA0001641216	A Perfect Getaway, LLC
Phantom	Picture: PAu003666792	Phantom Acquisitions, LLC* RML Distribution Domestic, LLC*
Raven, The	Screenplay: PAu003501363 Picture: PA0001797530	RML Acquisitions I, LLC* RML Distribution Domestic, LLC*
Romeo and Juliet	Picture: PAu003700392	RML Romeo and Juliet Films, LLC* RML Distribution Domestic, LLC*
Safe Haven	Screenplay: PAu003626622 Picture: PAu003671585	Safe Haven Productions, LLC RML Distribution Domestic, LLC*
Secret Scripture, The	Screenplay pending Picture will be filed upon release	RML Scripture Films, LLC*
Shot Caller	Screenplay pending	In the Hat Productions, LLC*
Spy Next Door, The	Picture: PA3-369-014	Spy Next Door, LLC
Starring Adam West	Picture: PAu003721251	RML Acquisitions VIII, LLC*
Writer's Room, The	Pending	Relativity REAL, LLC
YOLO (Summer Forever)	Screenplay pending	Summer Forever Productions, LLC

* indicates entity holds only distribution rights for a limited territory/term/media

I. Soundtrack Album Compilation Copyrights

Sound recording copyright in soundtrack album compilation, and copyright in soundtrack album artwork, owned by Relativity Music Group, LLC, for the following soundtrack albums:

1. 10 Years - Original Motion Picture Soundtrack

2. 21 & Over - Music from the Motion Picture
3. 30 Rock - Original Television Series Soundtrack (Copyright Registration No. SR0000706278, registered 08/06/2012)
4. Act of Valor - Original Motion Picture Soundtrack
5. Act of Valor - Original Motion Picture Score Album
6. Adjustment Bureau, The - Original Motion Picture Soundtrack
7. American Reunion - Original Motion Picture Soundtrack
8. Banshee - Music from the Cinemax Original Television Series
9. Beginners - Original Motion Picture Soundtrack
10. Best of Me, The - Original Motion Picture Soundtrack
11. Best of Me, The - Original Motion Picture Score Album
12. Beyond the Lights - Original Motion Picture Soundtrack
13. Biutiful /Almost Biutiful - Original Motion Picture Soundtrack (aka Biutiful) - (Copyright Registration No. SR0000706277, registered 08/06/2012 [as Almost Biutiful])
14. Bridesmaids - Original Motion Picture Soundtrack
15. Brothers - Original Motion Picture Soundtrack
16. Casino Jack - Music from the Motion Picture
17. Chasing Mavericks - Original Motion Picture Soundtrack
18. Clear History - Music from the HBO Original Film
19. Couples Retreat - Original Motion Picture Soundtrack
20. Croods, The - Music from the Motion Picture
21. Dallas Buyers Club - Music from and Inspired by the Motion Picture
22. Debt, The - Original Motion Picture Soundtrack
23. Don Jon - Original Motion Picture Soundtrack
24. Earth to Echo - Music from the Motion Picture
25. Earth to Echo - Original Motion Picture Score Album
26. End of Watch - Original Motion Picture Soundtrack
27. Free Birds - Original Motion Picture Soundtrack
28. Hanna - Original Motion Picture Soundtrack
29. How to Train Your Dragon 2 - Music from the Motion Picture
30. Hyde Park on Hudson - Original Motion Picture Soundtrack
31. Iceman, The - Original Motion Picture Soundtrack
32. Kill Your Darlings - Original Motion Picture Soundtrack
33. Like Crazy - Music from the Motion Picture
34. Like Crazy - Original Motion Picture Score Album
35. Love Happens - Original Motion Picture Soundtrack
36. Lovelace - Music from the Motion Picture
37. Machine Gun Preacher - Original Motion Picture Soundtrack
38. Mirror Mirror - Original Motion Picture Soundtrack
39. Mr. Peabody & Sherman - Music from the Motion Picture
40. My Soul to Take - Original Motion Picture Soundtrack
41. Olympus Has Fallen - Music from the Motion Picture
42. Oranges, The - Original Motion Picture Soundtrack
43. Out of the Furnace - Original Motion Picture Soundtrack
44. Paranoia - Original Motion Picture Soundtrack

45. Paranoia - Original Motion Picture Soundtrack (Junkie XL Score Album)
46. Paranorman - Original Motion Picture Soundtrack
47. Penguins of Madagascar - Music from the Motion Picture
48. Penguins of Madagascar: Black and White Christmas Album - EP
49. Perfect Getaway - Original Motion Picture Soundtrack
50. Promised Land - Original Motion Picture Soundtrack
51. Raven, The - Original Motion Picture Score Album
52. Repo Men - Original Motion Picture Soundtrack
53. Romeo & Juliet - Original Motion Picture Soundtrack
54. Safe Haven - Original Motion Picture Soundtrack
55. Safe Haven - Original Motion Picture Score Album
56. Single Man, A - Original Motion Picture Soundtrack
57. Spy Next Door - Original Motion Picture Score Album
58. Turbo - Music from the Motion Picture
59. Turbo - Music from the Motion Picture - Deluxe Edition
60. Turbo - Original Motion Picture Score Album
61. Zombieland - Original Motion Picture Soundtrack

II. Compilation Album Compilation Copyrights

Sound recording copyright in compilation album compilation, and copyright in compilation album artwork, owned by Relativity Music Group, LLC, for the following compilation album:

1. A Nashville State of Mind (Billy Joel Tribute Album)

III. Individual Master Recording Copyrights

Sound recording copyright in the following master recordings owned by Relativity Music Group, LLC:

1. Gavin DeGraw - "Easy Money" - Nashville State of Mind
2. Eli Young Band - "You May Be Right" - Nashville State of Mind
3. Emmylou Harris, Patty Griffin and Shawn Colvin - "Travelin' Prayer" - Nashville State of Mind
4. Hunter Hayes - "She's Got a Way" - Nashville State of Mind
5. Wynonna Judd - "Whatever Brings You Back" - Act of Valor
6. Kid Culprit aka Machine Gun Kelly featuring Noni aka Gugu Mbatha-Raw - "C'mon Boy" - Beyond the Lights
7. Lady Antebellum - "The Longest Time" - Nashville State of Mind
8. Lyle Lovett - "She's Always a Woman" - Nashville State of Mind
9. David Nail - "A Matter of Trust" - Nashville State of Mind
10. Willie Nelson - "Just the Way You Are" - Nashville State of Mind
11. Noni aka Gugu Mbatha-Raw - "Blackbird" - Beyond the Lights

12. Noni aka Gugu Mbatha-Raw featuring Kid Culprit aka Machine Gun Kelly - "Masterpiece" - Beyond the Lights
13. Noni aka Gugu Mbatha-Raw featuring Kid Culprit aka Machine Gun Kelly - "Private Property" - Beyond the Lights
14. Jake Owen - "It's Still Rock and Roll To Me" - Nashville State of Mind
15. Eric Paslay - "The River of Dreams" - Nashville State of Mind
16. LeAnn Rimes - "Lullabye (Goodnight, My Angel) " - Nashville State of Mind
17. Snoop Dogg - "Let the Base Go (Cataracs Remix)" – Turbo
18. Zac Brown Band - "Piano Man" - Nashville State of Mind

IV. Individual Audio-Visual Master Recording Copyrights

Copyright in the following audio-visual master recordings owned by Relativity Music Group, LLC:

1. Audiovisual Recording Featuring Performances by Colbie Caillat featuring Gavin DeGraw of the Master Recording "We Both Know" from Safe Haven
2. Audiovisual Recording Featuring Performances by Chris Cornell of the Master Recording "The Keeper" from Machine Gun Preacher
3. Audiovisual Recording Featuring Performances by Grizfolk of the Master Recording "Way Back When" from Mr. Peabody & Sherman
4. Audiovisual Recording Featuring Performances by Lady Antebellum of the Master Recording "I Did With You" from The Best of Me
5. Audiovisual Recording Featuring Performances by Noni aka Gugu Mbatha-Raw featuring Kid Culprit aka Machine Gun Kelly of the Master Recording "Masterpiece" from Beyond the Lights
6. Audiovisual Recording (Lyric Video) Featuring Performances by Rita Ora of the Master Recording "Grateful" from Beyond the Lights
7. Audiovisual Recording Featuring Performances by Keith Urban of the Master Recording "For You" from Act of Valor

V. Score Composition Copyrights

Copyright in the musical score compositions, owned by Relativity Music Group, LLC, for the following motion pictures:

1. Act of Valor - Original Motion Picture Score (Copyright Registration No. PA0001784449, registered 04/13/2012)
2. Brothers - Original Motion Picture Score (Copyright Registration No. PA0001800871, registered 04/17/2012)
3. Champion (Copyright Registration No. PA0001818493, registered 04/17/2012)
4. Perfect Number, The (Copyright Registration No. PA0001818491, registered 04/17/2012)

Patents

None.

Schedule 5.10

Contracts

1. The items listed on Schedules 5.12, 5.13(a) and 5.13(f) are incorporated herein by reference.

2. The DIP Loan Agreement.

3. The P&A Funding Agreement (Events of Default have occurred and are continuing; forbearance expired; and RKA has called its loans due and payable).

4. Second Amended and Restated Credit Agreement, dated as of May 30, 2012, by and among the Company and certain of its subsidiaries as borrowers, Relativity Holdings, LLC as guarantor and the Manchester Securities Corp., as lender (the "Manchester Facility"). (Events of Default).

5. The Ultimates Credit Agreement (Events of Default; forbearance expired; loans accelerated; certain accounts swept).

6. The Term Loan Agreement (Events of Default; forbearance expired).

7. The Sky Land Security Agreement.

8. Distribution, Production Joint Venture Agreement, dated as of June 14, 2011, by and among Relativity Media, LLC, IDG China Media Fund II, L.P., SAIF Partners IV L.P. and Villa+16.

9. Skyland Purchase Agreement, dated as of July 20, 2012, by and among Relativity Media, LLC, IDG China Media Fund II, L.P., SAIF Partners IV L.P., and Villa+16.

10. Limited Liability Company Agreement of Relativity Sports Management, LLC, effective as of August 14, 2012.

11. The Knight Global Loan Documents.

12. Amended and Restated Media Agreement, dated February 25, 2013, by and between Carat USA, Inc. and RML Distribution Domestic, LLC (Breached due to overdue payments).

13. Limited Liability Company Agreement of Relativity EuropaCorp Distribution, LLC, dated February 20, 2014.

14. Shareholders Agreement, dated December 31, 2014, between Relativity India Holdings, LLC and LMB Holdings, Limited.

15. Operating Agreement of Baker Street Investors, LLC, dated September 12, 2006.

16. Limited Liability Company Agreement of Bev/Early, LLC, dated October 21, 2013.

17. Amended and Restated Limited Liability Company Operating Agreement of Select Music LLC, dated December 13, 2013.

18. Operating Agreement for Habory Pictures, LLC, dated August 25, 2008.

19. Fourth Amended and Restated Stockholders Agreement, dated as of July 1, 2013, by and among Major League Gaming, Inc., Relativity Media, LLC, Relativity Sports, LLC and the other stockholders of Major League Gaming, Inc. party thereto.

20. Fourth Amended and Restated Limited Liability Company Agreement of Purebrands, LLC, dated September 12, 2013.

21. Second Amended and Restated Limited Liability Company Agreement of Virgin Produced, LLC, dated April 26, 2011.

22. Limited Liability Company Agreement of RML DD Licensing I, LLC, dated January 9, 2015.

23. Short Form Assignment between Relativity Media LLC (assignor) and RML Distribution Domestic, LLC (assignee), dated Nov. 1, 2010.

24. Agreement of Lease, dated March 20, 2014 (as amended, supplemented or otherwise modified, renewed, restated or replaced from time to time), between 315 Holdings, LLC and Relativity Media, LLC.

25. Lease, dated as of April 25, 2011 (as amended, supplemented or otherwise modified, renewed, restated or replaced from time to time), between Beverly Place, L.P. and Relativity Media, LLC.

26. Lease, dated as of May 1, 2012 (as amended, supplemented or otherwise modified, renewed, restated or replaced from time to time), all licenses related thereto, between Maple Plaza, L.P. and Relativity Media, LLC.

27. Exclusivity and Loan Agreement dated May 4, 2011 between Cinram, Inc. and RML Distribution Domestic, LLC**, as amended on June 30, 2015**.

28. Services Agreement dated December 29, 2010 between Technicolor Inc. and Relativity Media, LLC.

29. Loan Agreement dated February 20, 2014 between Relativity EuropaCorp Distribution, LLC and Relativity Media, LLC.

30. Master Services Agreement, dated December 18, 2014, by and between Say Media, Inc. and Relativity Media, LLC.

31. Tempest Hosting and Services Agreement, dated December 18, 2014, by and between Say Media, Inc. and Relativity Media, LLC.

32. Digital Media Planning and Placement Agreement, undated, by and between Palisades Media Group, Inc. and RML Distribution Domestic, LLC.

Schedule 5.12

Affiliate Transactions

1. Relativity Holdings LLC Operating Agreement, including any subscription agreements, grant agreements, exchange agreements or related agreements entered into in connection therewith.

2. Third Amended and Restated Employment Agreement dated December 31, 2014 between Relativity Media, LLC and Ryan Kavanaugh.

3. Fee Letter dated as of May 30, 2012 among the Company and Relativity Media, LLC ("RML") and CB Agency Services, LLC, as Origination Agent in connection with Term Loan Agreement.

4. Financing and Participation Agreement dated January 2, 2014 between RML Distribution Domestic, LLC, RML Distribution International, LLC and RML Echo Films, LLC, on the one hand, and Knight Global, LLC, whose sole member is Ryan Kavanaugh, and Manchester Library Company LLC re: "Earth to Echo".

5. CB Agency Services, LLC, an Affiliate of Colbeck Partners, is the Origination Agent under Term Loan Agreement and signatory to transaction documents related thereto

6. River Birch Funds LLC (wholly owned by Ryan Kavanaugh) is a Class B Member of RKA Film Financing, LLC, a lender under the pre-release P&A facility.

7. Ryan Kavanaugh has a direct ownership interest in certain Joint Ventures, including without limitation, Shoutz, Inc. and PureBrands, LLC and is a lender to Relativity Sports Management, LLC through his affiliate Knight Global, LLC.

8. Ryan Kavanaugh has a direct ownership interest in Realta Entertainment Group, Inc.

9. Ryan Kavanaugh is on the board of directors of Major League Gaming, Inc.

10. Various Affiliates of Colbeck Partners hold a direct ownership interest in certain Joint Ventures, including without limitation, Relativity Education, LLC, PureBrands, LLC and Bev/Early, LLC.

11. Colbeck Partners and/or Yucaipa, either directly or through its Affiliates, has a direct or indirect ownership interest in and/or is a lender to certain Joint

Ventures, including, without limitation, Relativity Sports, LLC, Relativity Sports Management, LLC, and Relativity Education, LLC.

12. Independent Sales Representative Agreement dated May 15, 2014 between Madvine RM, LLC and Vapor Corp., an entity in whom Ryan Kavanaugh has an ownership interest.

13. Library Asset Transfer Agreement dated as of May 30, 2012 between RML, Manchester Library Company and certain other subsidiaries of RML party thereto. and all related transaction documents thereto

14. Side letter re Viacom TV Licenses dated October 2, 2012 between RML and Manchester Library Company.

15. Amended and Restated Collection Account Management Agreement dated October 1, 2012 among Fintage Collection Account Management B.V., RML and Manchester Library Company LLC.

16. Limited Waiver and Agreement dated as of September 18, 2012 among Heatherden Securities Corp., Manchester Securities Corp., Manchester Library Company LLC, the Company, RML, and certain subsidiaries of RML party thereto re: “antilayering covenant”.

17. Amended and Restated Notice of Assignment and Assumption Agreement/Consent dated as of May 30, 2012 between Focus Features LLC and certain of its affiliates, Universal City Studios LLC and certain of its affiliates, Relativity Rogue, LLC, Relativity Jackson, LLC, RML and Manchester Library Company, LLC.

18. Second Amended and Restated Credit Agreement dated as of May 30, 2012 between Relativity Media, LLC and certain of its subsidiaries borrower thereunder, and Manchester Securities Corp. and the transaction documents related thereto.

19. Sales and Distribution Services Agreement dated as of May 30, 2012 between Relativity Media, LLC and Manchester Library Company LLC.

20. Option/Purchase Agreement dated as of June 9, 2014 between Manchester Library Company, LLC and RML Film Development, LLC, with respect to RML’s possible development and possible production and exploitation of one or more possible prequels, sequels and/or remakes based on the original motion picture entitled “Immortals”.

21. Redemption and Purchase Agreement dated May 30, 2012 among Heatherden Securities Corp, CB CA Lending, LLC and the Company.

22. Redemption and Purchase Agreement dated May 30, 2012 among Heatherden Securities Corp., Yucaipa Film Investments LLC and the Company.

23. Redemption and Purchase Agreement dated May 30, 2012 among Heatherden Securities Corp., Congruent Credit Opportunities Fund L.P., Congruent Credit Opportunities Fund II L.P. and the Company.

24. Redemption and Purchase Agreement dated May 30, 2012 among Heatherden Securities Corp., Macquarie Capital (USA) Inc. and the Company.

25. Redemption and Purchase Agreement dated May 30, 2012 among Heatherden Securities Corp., Relativity Equity Holdings, Inc. and the Company.

26. Redemption and Purchase Agreement dated May 30, 2012 among Heatherden Securities Corp., Relativity Funding, LLC and the Company.

27. Master Agreement dated September 18, 2009 among the Company, Relativity Capital Holdings LLC, Relativity Media, LLC, Beverly Blvd 2 LLC, Beverly Blvd 2 Holdings LLC, Ryan Kavanaugh, Heatherden Securities Corp., Manchester Securities Corp., and Lord Securities Corporation.

28. Membership Interest Transfer Agreement dated May 11, 2011 among the Company, Heatherden Securities Corp., Heatherden holdings LLC with respect to the membership interest in Beverly Blvd 2 Holdings LLC, as amended, restated, supplemented or otherwise modified from time to time, and all transaction documents related thereto.

29. Ryan Kavanaugh, Tucker Tooley and Ken Halsband have an ownership interest in OIX, an online service for tax credits that has conducted business with Relativity Media, LLC.

30. Certificate of Engagement dated as of March 5, 2008 between A Perfect Getaway, LLC and Ryan Kavanaugh for Kavanaugh's producing services in connection with the motion picture project entitled "A Perfect Getaway".

31. Producer Agreement dated as of October 8, 2007 between Brothers Productions, LLC and Relativity Media, LLC f/s/o Ryan Kavanaugh for Kavanaugh's producing services in connection with the motion picture project entitled "Brothers".

32. Certificate of Engagement dated as of September 23, 2008 between Ryan Kavanaugh and Dear John, LLC re: “Dear John”.

33. Confidential Waiver, Release and Settlement Agreement dated as of March 14, 2013 between the Writer’s Guild of America, West, Inc. and Relativity Films, LLC, Relativity Media, LLC, Relativity Development, LLC, Furnace Films, LLC and Ryan Kavanaugh .

34. Certificate of Engagement dated as of December 7, 2010 between Fighter, LLC and Ryan Kavanaugh re: “The Fighter”.

35. Letter of Authorization, undated, between Sky Land Entertainment Ltd. and Relativity Media, LLC re: “Act of Valor” distribution in China.

36. Co-Finance Agreement dated as of May 15, 2013 between Sky Land Entertainment Ltd. and Sky Land (Beijing) Film-Television Culture Development Ltd. Re: “The Crow”, long form agreements in negotiation.

37. Settlement Agreement and Release dated as of April 21, 2014 between Taylor Hackford, Edwin Inc., and Anvil Productions, Silver Dream Productions, Inc., Luo Yan, Relativity Media, LLC and Sky Land Films and Hugo Shong re: “The Merchant of Shanghai” and “May You Get Rich”.

38. Exclusive Distribution License Agreement dated as of February 28, 2012 between Snow White Productions, LLC and Sky Land Entertainment Ltd. Re: distribution of “Mirror Mirror” in China, long form agreements in negotiations.

39. Letter of Authorization dated as of July 30, 2012 between Sky Land Entertainment Ltd. and Relativity Media, LLC re: distribution of “Mirror Mirror” in China.

40. Non-disclosure agreements entered into in the ordinary course of business with Affiliates which are immaterial.

41. Finder Agreement dated November 26, 2013 between RML and Hugo Shong re compensation payable in connection with equity investments made by investors introduced by Hugo.

42. Equity Option Agreement dated August 14, 2012 between YCA Athletics Holdings, LLC, Relativity Holdings LLC and Relativity Sports Management, LLC.

43. Letter Agreement regarding Consulting Services, dated as of May 9, 2014 (as amended), between CP IV SPV, LLC and Relativity Media, LLC.

44. Letter Agreement regarding consent to 5th A&R LLC Agreement dated May 11, 2015 between Heatherden Securities LLC, Beverly Blvd 2 Holdings LLC, Manchester Securities Corp., LLC and Relativity Holdings LLC.

45. Agreement and Mutual Release dated as of May 11, 2015 between Ryan Kavanaugh, Relativity Holdings LLC, Relativity Media, LLC, Colbeck Capital Management, LLC, CP IV SPV, LLC, Yucaipa Film Investments LLC, CB CA Lending, LLC and Jason Colodne.

Schedule 5.13(a)

Employee Benefit Plans

Employee Benefit Plans:

1. Relativity Media, LLC 401(k) Plan.

2. Relativity Media Welfare Benefits Plan providing the following component benefits: health insurance, vision insurance, dental insurance, group life insurance, long-term disability insurance, flexible spending account plan.

3. Employee Handbook Benefits – paid vacation and sick time.

Employment, Consulting or Individual Compensation Contracts:

1. Third Amended and Restated Employment Agreement dated December 31, 2014 between Relativity Media, LLC and Ryan Kavanaugh.

2. Executive Employment Agreement, dated as of September 3, 2014, between Jason Adelman and Madvine RM, LLC.

3. Executive Employment Agreement, dated as of August 11, 2014, between Matt Alvarez and Relativity Media, LLC.

4. Executive Employment Agreement, dated as of April 1, 2012 (as amended), between Robert Bowen and Relativity Media, LLC.

5. Executive Employment Agreement, dated as of July 15, 2011 (as amended), between Robbie Brenner and Relativity Media, LLC.

6. Executive Employment Agreement, dated as of June 1, 2014, between Matt Brodlie and Relativity Media, LLC.

7. Executive Employment Agreement, dated as of February 18, 2013, between Matthew Compton and Relativity Media, LLC.

8. Executive Employment Agreement, dated as of June 2, 2014, between Brett Dahl and Relativity Media, LLC.

9. Executive Employment Agreement, dated as of February 2, 2015, between Hillel Elkins and Relativity Media, LLC.

10. Executive Employment Agreement, dated as of January 7, 2013, between Zoe Fairbourn and Relativity Media, LLC.

11. Executive Employment Agreement, dated as of January 2, 2015, between Thomas Forman and Relativity Media, LLC.

12. Executive Employment Agreement, dated as of January 2, 2013, between Camela Galano and Relativity Media, LLC.

13. Executive Employment Agreement, dated as of August 18, 2014, between Carol Genis and Relativity Media, LLC.

14. Executive Employment Agreement, dated as of December 5, 2011 (as amended), between Lauren Goldberg and Relativity Media, LLC.

15. Executive Employment Agreement, dated as of December 18, 2014, between Colin Goldman and Relativity Media, LLC.

16. Executive Employment Agreement, dated as of January 1, 2012 (as amended), between Kenneth Halsband and Relativity Media, LLC.

17. Executive Employment Agreement, dated as of November 10, 2014, between Sean Horvath and Relativity Media, LLC.

18. Amended and Restated Executive Employment Agreement, dated as of January 1, 2012 (as amended), between Rosalind Lawton and Relativity Media, LLC.

19. Executive Employment Agreement, dated as of August 1, 2013, between Jason Markey and Relativity Media, LLC.

20. Executive Employment Agreement, dated as of April 8, 2013 (as amended), between Andrew Matthews and Relativity Media, LLC.

21. Executive Employment Agreement, dated as of August 5, 2013, between Christian Monti and Relativity Media, LLC.

22. Executive Employment Agreement, dated as of June 1, 2013 (as amended), between Jaime Rigal and Relativity Media, LLC.

23. Executive Employment Agreement, dated as of February 1, 2014, between Reid Rogers and Relativity Media, LLC.

24. Executive Employment Agreement, dated as of February 11, 2011 (as amended), between Gregory Shamo and Relativity Media, LLC.

25. Executive Employment Agreement, dated as of 6/3/2013 (as amended), between David Shane and Relativity Media, LLC.

26. Second Amended and Restated Executive Employment Agreement, dated as of January 29, 2013 (as amended), between Tucker Tooley and Relativity Media, LLC.

27. Executive Employment Agreement, dated as of October 15, 2012, between Dylan Wilcox and Relativity Media, LLC.

28. Executive Employment Agreement, dated as of December 16, 2014, between Ramon Wilson and Relativity Media, LLC.

29. Executive Employment Agreement, dated as of September 9, 2013, between Jennifer Danska and Relativity REAL, LLC.

Executive Employment Agreement, dated as of September 3, 2013 (as amended), between Matthew Vafiadis and Relativity REAL, LLC.

Multi-Employer Plans:

1. AFTRA Health & Retirement Funds

2. DGA-Producer Pension and Health Plans

3. Film Musicians Secondary Markets Fund

4. Local 817 International Brotherhood of Teamsters Pension Fund

5. Motion Picture Industry Pension and Health Plans

6. New England Teamsters & Trucking Industry Pension Fund

7. Producer-Writers Guild of America Pension Plan

8. SAG-Producers Pension and Health Plans

9. Writers' Guild-Industry Health Fund

Schedule 5.13(f)

Labor and Collective Bargaining Agreements

1. Agreement between Relativity Media Films, LLC and the Directors Guild of America, Inc., dated July 6, 2009.

2. Trust Acceptance between I.A.T.S.E. and Relativity Media, dated July 2, 2014.

3. Production Agreement between I.A.T.S.E and Relativity Films, LLC, dated March 3, 2013

4. Letter of Adherence to the 2014 Theatrical and Television Basic Agreement, dated June 4, 2014.

5. Guarantee Agreement Under the 2014 Theatrical and Television Basic Agreement between the WGA and Relativity Development, LLC, dated Sept. 3, 2014.

6. Guarantee Agreement between Relativity Media and WGA for 21 & Over.

7. Interparty Agreement between RML Acquisitions II, LLC and WGA for 21 & Over.

8. Project Agreement between I.A.T.S.E and Relativity Films, LLC for 21 & Over, dated July 22, 2013.

9. Trust Acceptance between I.A.T.S.E. and Twenty One and Over Productions, LLC, dated July 21, 2011.

10. Memorandum Agreement between Twenty One and Over Productions, LLC and Studio Transportation Drivers Local 399, dated July 21, 2011

11. Agreement of Consent between Twenty One and Over Productions, LLC and Plasters' Local #755, dated March 7, 2012.

12. Custody Agreement between SAG and Twenty One and Over Productions, LLC.

13. Guaranty Agreement between SAG and Relativity Media, LLC to guarantee 21 and Over Productions, LLC.

14. Memorandum Agreement between Twenty One and Over Productions, LLC and Studio Utility Employees, Local 724, dated March 7, 2012.

15. Trust Acceptance between Twenty One and Over Productions, LLC and Studio Utility Employees, Local 724, dated March 7, 2012.

16. Letter of Adherence to the 2004 Theatrical and Television Basic Agreement between Yuma, Inc. and WGA, dated September 11, 2006.

17. Letter of Adherence to the 2008 Theatrical and Television Basic Agreement between A Perfect Getaway, LLC and WGA, dated March 3, 2008.

18. Letter of Adherence to the DGA Basic Agreement of 2005 between A Perfect Getaway, LLC. and DGA, dated March 5, 2008.

19. Project Agreement between I.A.T.S.E and Relativity Films, LLC for A Perfect Getaway, dated March 5, 2008

20. Guaranty Agreement between SAG and Relativity Media, LLC to guarantee A Perfect Getaway, LLC.

21. Custody Agreement between SAG-AFTRA and Cine Productions, LLC, dated March 3, 2014.

22. Guaranty Agreement between SAG-AFTRA and Cine Productions, LLC, dated March 3, 2014.

23. Project Agreement between I.A.T.S.E and Relativity Films, LLC for A Perfect Getaway, dated February 25, 2008

24. Letter of Adherence to the DGA Basic Agreement between A Perfect Getaway, LLC and DGA, dated March 5, 2008.

25. Project Agreement between I.A.T.S.E and Cine Productions, LLC for Best of Me, dated February 25, 2008

26. Memorandum Agreement between Cine Productions, LLC and Studio Transportation Drivers Local 399, dated February 25, 2014.

27. Letter of Adherence to the DGA Basic Agreement between Blackbird Productions, LLC and DGA, dated August 15, 2013.

28. Low Budget Side Letter between DGA and Blackbird Productions, LLC, dated August 15, 2013.

29. Agreement between I.A.T.S.E and Relativity Films, LLC, dated August 23, 2013.

30. Project Agreement between I.A.T.S.E and Relativity Films, LLC and Blackbird Productions, LLC.

31. Guaranty Agreement between SAG-AFTRA and Blackbird Productions, LLC, dated August 29, 2013.

32. Memorandum Agreement between Blackbird Productions, LLC and Studio Transportation Drivers Local 399.

33. Letter of Adherence to the 2004 Theatrical and Television Basic Agreement between Brothers Productions, LLC and WGA.

34. Project Agreement between I.A.T.S.E and Relativity Films, LLC and Brothers Productions, LLC, January 18, 2007.

35. Agreement of Consent between I.A.T.S.E and The Crow Productions, LLC, June 1, 2015.

36. Project Agreement between I.A.T.S.E and Relativity Films, LLC and The Crow Productions, LLC.

37. Memorandum Agreement between The Crow Productions, LLC and Studio Transportation Drivers Local 399, March 7, 2015.

38. Independent Agreement between The Crow Productions, LLC and I.A.T.S.E, Local 161, dated May 21, 2015.

39. Letter of Adherence – One Project Only between The Directors Guild of America, Inc. and Alliance of Motion Picture and Television Producers, dated September 22, 2008.

40. Theatrical Guaranty Agreement between Relativity Media, LLC and The Directors Guild of America, Inc.

41. Guaranty Agreement between Relativity Media, LLC for the benefit of Screen Actors Guild, Inc. (undated).

42. Memorandum Agreement between Dear John, LLC and Studio Transportation Drivers Local 399, dated September 25, 2008.

43. Theatrical Guaranty Agreement between Relativity Media, LLC and Directors Guild of America, Inc., (undated).

44. Letter of Adherence between Screen Actors Guild, Incorporated – Producers Pension and Health Funds for Motion Picture Actors, (undated).

45. Project Agreement between Dear John, LLC and International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC and Relativity Films, LLC, dated September 25, 2008.

46. Guaranty Agreement made by Relativity Media, LLC for the benefit of the Screen Actors Guild, Inc. to guarantee performance of Dean John, LLC, dated October 8, 2008.

47. Guaranty Agreement made by Relativity Media, LLC in order to guarantee the performance of DR Productions, LLC relating to the motion picture entitled “The Disappointments Room”, dated July 1, 2014.

48. Guaranty Agreement made by RML Distribution Domestic, LLC in order to guarantee the performance of DR Productions, LLC relating to the motion picture entitled “The Disappointments Room”, dated July 1, 2014.

49. Project Agreement between DR Productions, LLC and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC and Relativity Films, LLC, dated August 4, 2014.

50. Letter of Adherence between The Directors Guild of America, Inc. and the Alliance of Motion Picture and Television Producers, dated August 21, 2014.

51. Letter of Adherence between Screen Actors Guild – Producers Pension & Health Plans and RML Echo Films, LLC, (undated).

52. Letter of Adherence (Theatrical) between Screen Actors Guild-American Federation of Television and Radio Artists and RML Echo Films, LLC, (undated).

53. Letter of Adherence between The Directors Guild of America, Inc. and the Alliance of Motion Picture and Television Producers and RML Echo Films, LLC, dated October 11, 2013.

54. Theatrical Guaranty Agreement between Relativity Media, LLC and Directors Guild of America, Inc. in order to guarantee performance of Fighter, LLC, dated July 9, 2009.

55. Letter of Adherence between The Directors Guild of America, Inc. and the Alliance of Motion Picture and Television Producers and Fighter, LLC, dated June 30, 2009.

56. Project Agreement between Fighter, LLC and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC and Relativity Films, LLC, dated June 9, 2009.

57. Guaranty Agreement made by Relativity Media, LLC for the benefit of Screen Actors Guild, Inc. in order to guarantee performance of Fighter, LLC (undated).

58. Memorandum Agreement between Fighter, LLC and Studio Transportation Drivers Local 399, dated June 12, 2009.

59. Project Agreement between Fighter, LLC and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied

Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC and Relativity Films, LLC, dated June 9, 2009.

60. Letter of Adherence between The Directors Guild of America, Inc. and the Alliance of Motion Picture and Television Producers and Five Continents Imports, (undated).

61. Theatrical Guaranty Agreement made by Relativity Media, LLC and Directors Guild of America, Inc. in order to guarantee performance of Five Continents Imports, LLC, dated January 28, 2010.

62. Guaranty Agreement made by Relativity Media, LLC and Screen Actors Guild, Inc. of America, Inc. in order to guarantee performance of Five Continents Imports, LLC, dated January 28, 2010.

63. Guaranty Agreement made by Relativity Media, LLC for the benefit of Writers Guild of America, West, Inc. for itself and on behalf of Writers Guild of America, East, Inc. in order to guarantee the performance of Five Continents Imports, LLC (undated).

64. Project Agreement between Five Continents Imports, LLC and International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC and Relativity Films, LLC, dated November 25, 2009.

65. Letter of Adherence to the 2008 DGA Basic Agreement ("BA") and Freelance Live and Tape Television Agreement ("FLTTA") between DGA and Alliance of Motion Picture and Television Producers, dated March 17, 2010.

66. Guaranty Agreement between Relativity Media, LLC and Directors Guild of America, Inc. ("DGA" or "Guild") to guarantee performance of DOW Film Productions Inc. relating to motion picture entitled "Dawn of War" aka "War of the Gods", undated.

67. Guaranty Agreement by Relativity Media, LLC for the benefit of Writers Guild of America, west, Inc. for itself and on behalf of Writers Guild of America, East, Inc. to guarantee the performance by Relativity Development, LLC ("Guarantor") for the benefit of Writers Guild of America, west, Inc. collective bargaining agreement related to the motion picture entitled "Dawn of War" aka "War of the Gods", undated.

68. Letter of Adherence to the 2008 Directors Guild of America Basic Agreement of 2008 and Freelance Live and Tape Television Agreement of 2008, dated February 23, 2010.

69. Guaranty Agreement by Relativity Media, LLC ("Guarantor") and Directors Guild of America, Inc. ("DGA" or "Guild") to guarantee the performance by Dark Fields

Productions, LLC related to the motion picture entitled “Dark Fields” (the “Picture”), undated.

70. Project Agreement between Dark Fields Productions, LLC, I.A.T.S.E and Relativity Films, LLC for Dark Fields, undated.

71. Guaranty Agreement by relativity Media, LLC (“Guarantor”) for Screen Actors Guild, Inc. (“SAG” or “Guild”), to guarantee performance of Dark Fields Productions, LLC (hereinafter, “Producer”) related to motion picture entitled “Dark Fields”, dated March 24, 2010.

72. Letter of Adherence between Directors Guild of America, Inc. and the Alliance of Motion Picture and Television Guaranty Agreement

73. Guaranty Agreement between Relativity Media, LLC and the Screen Actors Guild, Inc., dated 2009.

74. Local 399 Memorandum Agreement between Armored Car Productions, LLC and Studio Transportation Drivers Local 399, International Brotherhood of Teamsters, signed June 2, 2014.

75. Guaranty Agreement between Relativity Media, LLC and Armored Car Productions, LLC, signed June 26, 2014.

76. Project Agreement between MacGruber, LLC and the International Alliance of theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC and Relativity Films, LLC, undated.

77. Guaranty Agreement between RML Distribution Domestic, LLC and Armored Car Productions, LLC, signed June 26, 2014.

78. Letter of Adherence – One Project Only, between Directors Guild of America, Inc. and the Alliance of Motion Picture and Television Producers, signed June 23, 2014.

79. Letter of Adherence, between Screen Actors Guild-American Federation of Television and Radio Artists and Armored Car Productions, LLC, dated June 23, 2014.

80. Memorandum of Agreement, between the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists And Allied Crafts Of The United States And Canada, AFL-CIO, CLC and Armored Car Production LLC, dated August 25, 2014.

81. Memorandum of Agreement, between the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists And Allied Crafts Of

The United States And Canada, AFL-CIO, CLC and Armored Car Production LLC, dated June 17, 2014.

82. Theatrical Guaranty Agreement between Relativity Media, LLC and Directors Guild of America, Inc., dated June 9, 2011.

83. Guarantee Agreement Under the 2011 WGA Theatrical and Television Basic Agreement, between Relativity Development, LLC and Writers Guild of America, dated May 1, 2011.

84. Letter of Adherence to the 2011 WGA Theatrical and Television Basic Agreement, between Relativity Development, LLC and the Writers Guild of America, West, Inc., dated May 1, 2011.

85. Memorandum Agreement, between Citizen Snow Film Productions, Inc. and theatrical Teamsters Local 817, dated February 22, 2011.

86. Project Agreement between Citizen Snow Film Productions, Inc. and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories And Canada, AFL-CIO, CLC and Relativity Films, LLC., dated January 28, 2011.

87. Guaranty Agreement between Relativity Media, LLC for the benefit of Writers Guild of America, West, Inc., and Snow White Productions, LLC, signed June 9, 2011.

88. Letter of Adherence-One Project Only between Directors Guild of America, Inc. and the Alliance of Motion Picture and Television Producers, dated May 27, 2011.

89. Letter of Adherence-One Project Only between Directors Guild of America, Inc. and the Alliance of Motion Picture and Television Producers, dated May 27, 2011 [duplicate with add'l documents attached].

90. Guaranty Agreement, between Relativity Media, LLC and Mothership Films, Inc., signed October 26, 2011.

91. Guaranty Guaranty Agreement, by Relativity Media, LLC for the benefit of Writers Guild of America, West, Inc., signed October 26, 2011.

92. Letter of Adherence between Directors Guild of America, Inc. and the Alliance of Motion Picture and Television Producers, signed March 19, 2012.

93. Memorandum Agreement between Furnace Films, Inc. and Studio Transportation Drivers Local 399, signed March 28, 2012.

94. Project Agreement, between Furnace Films, LLC and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied

Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC and Relativity Films, Inc., dated March 20, 2012.

95. Guaranty Agreement, between Relativity Media, LLC and Screen Actors Guild, Inc., dated 2012.

96. Guaranty Agreement, between Relativity Media, LLC and Screen Actors Guild, Inc., undated.

97. Letter of Adherence, between Directors Guild of America, Inc. and the Alliance of Motion picture and Television Producers, signed June 5, 2012.

98. Project Agreement between Safe Haven productions, LLC and the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists And Allied Crafts Of The United States And Canada, AFL-CIO, CLC and Relativity Films, LLC, dated May 11, 2012.

99. Memorandum Agreement between Safe Haven Productions, LLC and Studio Transportation Drivers Local 399, signed June 7, 2012.

100. Guaranty Agreement between Relativity Media, LLC for the benefit of Screen Actors Guild-American Federation of Radio and Television Artists, dated 2012.

101. Theatrical Guaranty Agreement between Relativity Media LLC and Directors Guild of America, Inc., undated.

102. Guaranty Agreement between Relativity Media LLC and Writers Guild of America, West, Inc., undated.

103. Guaranty Agreement between Relativity Media LLC and Screen Actors Guild, Inc., dated 2008.

104. Letter of Adherence, dated October 30, 2008.

105. Guaranty Agreement between Relativity Media LLC and Screen Actors Guild, Inc., dated 2010.

106. Project Agreement between Spy Next Door, LLC and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC and Relativity Films, Inc., undated.

107. Memorandum Agreement between Spy Next Door LLC and Studio Transportation Drivers Local 399, undated.

108. Letter of Adherence, dated October 29, 2008.

109. Guaranty Agreement between Relativity Media, LLC and Screen Actors Guild, Inc., dated October 22, 2008.

110. Theatrical Guaranty Agreement between Relativity Media, LLC and Directors Guild of America, Inc., undated.

111. Guaranty Agreement between Relativity Media, LLC and Writers Guild of America, West, Inc., undated.

112. Memorandum Agreement between Spy Next Door LLC and Studio Transportation Drivers Local 399, dated October 3, 2008.

113. Project Agreement between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC and Relativity Films, Inc., undated.

Schedule 5.16

Seller Financial Advisors

1. FTI Consulting, Inc.
2. The Blackstone Group, L.P.

Schedule 5.17

Subsidiaries

1. The Company owns 90% of the outstanding ownership interest of Sky Land Entertainment Ltd., which owns 100% of Sky Land (Beijing) Film-Television Culture Development Ltd.

2. The Company owns 50% of the outstanding ownership interest of Relativity Sports Management, LLC, which owns 59.71% of the outstanding ownership interest of Relativity Sports, LLC.

3. The Company owns 50% of the outstanding ownership interest of Relativity EuropaCorp Distribution, LLC.

4. The Company owns 50% of the outstanding ownership interest of Baker Street Investors, LLC.

5. The Company owns 2.1% of the outstanding ownership interest of Virgin Produced, LLC.

6. Relativity India Holdings, LLC owns 50% of the outstanding ownership interest of Relativity B4U Limited.

7. The Company owns 51% of the outstanding ownership interest of RML DD Licensing I, LLC.

8. The Company owns 100% of the outstanding ownership interest of Rogue Sports, LLC, subject to the terms of the grant agreement in favor of Happy Walters for 15% of the non-voting ownership interests.

9. Upon exercise of the stock options by Relativity Senator, LLC in Senator Entertainment A.G., the other members of Senator Entertainment A.G. will have a right of first refusal to repurchase the equity interest from Relativity Senator, LLC.

10. Pursuant to an equity grant and exchange agreement dated July 12, 2013, in the event that Relativity Holdings LLC ("RHL") converts to a corporation in order to facilitate an IPO, Daniel Fegan is required to contribute his Class A Units of Relativity Sports, LLC to RHL prior to or concurrently with such conversion and in exchange Fegan will receive 1,000,000 Class A Units of RHL.

11. Pursuant to an equity option agreement dated August 14, 2012, upon the occurrence of an IPO of RHL (or an entity formed by RHL for that purpose or that otherwise owns all or substantially all of the RHL business (the "IPO Entity")), YCA Athletics Holdings, LLC ("YCA") is entitled to exchange all of its equity interests in Relativity Sports Management, LLC ("RSM") at the time of the exchange (the

"Exchange Units") for a number of common equity interests of the IPO Entity (the "IPO Entity Units") equal to (A) the product of (x) the total equity value of Relativity Sports, LLC ("Relativity Sports") on a cash free, debt free basis multiplied by (y) a fraction, the numerator of which is the number of Class A Units of Relativity Sports beneficially owned by YCA by virtue of its ownership of Exchange Units and the denominator of which is the number of Class A Units of Relativity Sports outstanding immediately prior to the closing of the exchange on a fully diluted basis, divided by (B) the value per IPO Entity Unit implied by the valuation of the IPO Entity in the final prospectus containing the price for the securities being offered in the IPO.

12. Pursuant to an equity option agreement dated August 14, 2012, upon the occurrence of an IPO of RHL (or an entity formed by RHL for that purpose or that otherwise owns all or substantially all of the RHL business (the "IPO Entity")), Wind Point Sports, LLC ("Rooney Sports") is entitled to exchange all of its Class A Units in Relativity Sports at the time of the exchange (the "Exchange Units") for a number of common equity interests of the IPO Entity (the "IPO Entity Units") equal to (A) the product of (x) the total equity value of Relativity Sports on a cash free, debt free basis multiplied by (y) a fraction, the numerator of which is the number of Exchange Units and the denominator of which is the number of Class A Units of Relativity Sports outstanding immediately prior to the closing of the exchange on a fully diluted basis, divided by (B) the value per IPO Entity Unit implied by the valuation of the IPO Entity in the final prospectus containing the price for the securities being offered in the IPO.

13. Pursuant to an equity option agreement dated August 14, 2012, upon the occurrence of an IPO of RHL (or an entity formed by RHL for that purpose or that otherwise owns all or substantially all of the RHL business (the "IPO Entity")), RS Football Equity, LLC ("RS Football") is entitled to exchange all of its Class A Units in Relativity Sports, LLC ("Relativity Sports") at the time of the exchange (the "Exchange Units") for a number of common equity interests of the IPO Entity (the "IPO Entity Units") equal to (A) the product of (x) the total equity value of Relativity Sports on a cash free, debt free basis multiplied by (y) a fraction, the numerator of which is the number of Exchange Units and the denominator of which is the number of Class A Units of Relativity Sports outstanding immediately prior to the closing of the exchange on a fully diluted basis, divided by (B) the value per IPO Entity Unit implied by the valuation of the IPO Entity in the final prospectus containing the price for the securities being offered in the IPO.

14. Pursuant to an equity option agreement dated August 14, 2012, upon the occurrence of an IPO of RHL (or an entity formed by RHL for that purpose or that

otherwise owns all or substantially all of the RHL business (the "IPO Entity")), RS Baseball Equity, LLC ("RS Baseball") is entitled to exchange all of its Class A Units in Relativity Sports, LLC ("Relativity Sports") at the time of the exchange (the "Exchange Units") for a number of common equity interests of the IPO Entity (the "IPO Entity Units") equal to (A) the product of (x) the total equity value of Relativity Sports on a cash free, debt free basis multiplied by (y) a fraction, the numerator of which is the number of Exchange Units and the denominator of which is the number of Class A Units of Relativity Sports outstanding immediately prior to the closing of the exchange on a fully diluted basis, divided by (B) the value per IPO Entity Unit implied by the valuation of the IPO Entity in the final prospectus containing the price for the securities being offered in the IPO.

The following entities are direct and indirect subsidiaries of Acquired Entities or entities in which an Acquired Entity holds a non-controlling interest, in each case that will be acquired as a result of the acquisition of Acquired Entities:

Sky Land (Beijing) Film-Television Culture Development Ltd.
Relativity Sports, LLC
Relativity Sports Enterprises, LLC
Relativity NEXT, LLC
Relativity Managers & Broadcasters, LLC
RS Operations, LLC
Relativity Basketball, LLC
Relativity Football, LLC
Relativity Baseball, LLC

Schedule 8.2(a)

Conduct of the Business Pending the Closing

Any Seller or any Subsidiary of any Seller may increase the salary of any employee in connection with any promotion as may be reasonably necessary to fill any vacancies in connection with the resignation or termination of any previous employee, provided that such increase in salary does not exceed (i) with respect to any individual employee, the lesser of (x) $20,000 or (y) the salary of the resigning or terminated employee whose position is being replaced less the promoted employee's existing salary, or (ii) $250,000 in the aggregate for all such employees.

Schedule 8.8

Supplementation and Amendment of Schedules

Purchaser will not have the right to terminate the Agreement under Section 8.8 of the Agreement if the proposed supplement or amendments exclusively relate to the music business, the sports business or certain digital assets of the Company and are provided within seven Business Days of the date of the Agreement.

Schedule 10.1(c)

Required Consents

This schedule will be prepared by the parties working together in good faith to capture any contracts that require consent of the counterparty as a result of the Proposed Transaction and that are material to the operations of the Business following the Closing. The parties will work to finalize this schedule as soon as practicable, and in any event no later than seven Business Days prior to the Auction.

Schedule 10.1(e)

Assumption and Assignment of Contracts

This schedule will be prepared by the parties working together in good faith to capture a limited number of contracts that are material to the operations of the Business following the Closing.

EXHIBIT 3

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
RELATIVITY FASHION, LLC, *et al.*,[1]	Case No. 15-11989 (MEW)
Debtors.	(Jointly Administered)

ORDER (A) APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS, (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (C) GRANTING RELATED RELIEF

Upon consideration of the motion (the "**Sale Motion**")[2] [Dkt. No. 25] of Relativity Fashion, LLC and its affiliated debtors and debtors-in-possession (collectively, the "**Debtors**") pursuant to sections 105(a), 362, 363, 365, 503, and 507 of chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rule 6004-1 of the Local Rules for the United States Bankruptcy Court for the Southern District of New York (the "**Local Rules**") for, *inter alia*, entry of an order (i) approving procedures (the "**Bidding Procedures**"), in connection with the sale (the "**Sale**") of substantially all of the Debtors' assets (the "**Acquired Assets**") free and clear of all Liens (as defined below), except as expressly provided in the Stalking Horse APA (as defined below), (ii) authorizing entry into that certain Amended and Restated Asset Purchase Agreement, dated as of August 21, 2015, for the sale of the Acquired Assets (as amended, the "**Stalking Horse APA**"), by and among the Debtors and RM Bidder LLC (the "**Buyer**") and consummate the transactions contemplated thereby (the "**Transaction**"), and

[1] The Debtors in these chapter 11 cases are set forth on page (i).

[2] Capitalized terms used, but not defined, herein have the meaning ascribed to them in the Sale Motion or the Stalking Horse APA. This order shall be deemed to incorporate any findings of fact and conclusions of law made on the record at the Sale Hearing (as defined herein) pursuant to Fed. R. Bankr. P. 7052.

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Relativity Fashion, LLC (4571); Relativity Holdings LLC (7052); Relativity Media, LLC (0844); Relativity REAL, LLC (1653); RML Distribution Domestic, LLC (6528); RML Distribution International, LLC (6749); RMLDD Financing, LLC (9114); 21 & Over Productions, LLC (7796); 3 Days to Kill Productions, LLC (5747); A Perfect Getaway P.R., LLC (9252); A Perfect Getaway, LLC (3939); Armored Car Productions, LLC (2750); Best of Me Productions, LLC (1490); Black Or White Films, LLC (6718); Blackbird Productions, LLC (8037); Brant Point Productions, LLC (9994); Brick Mansions Acquisitions, LLC (3910); Brilliant Films, LLC (0448); Brothers Productions, LLC (9930); Brothers Servicing, LLC (5849); Catfish Productions, LLC (7728); Cine Productions, LLC (8359); CinePost, LLC (8440); Cisco Beach Media, LLC (8621); Cliff Road Media, LLC (7065); Den of Thieves Films, LLC (3046); Don Jon Acquisitions, LLC (7951); DR Productions, LLC (7803); Einstein Rentals, LLC (5861); English Breakfast Media, LLC (2240); Furnace Films, LLC (3558); Gotti Acquisitions, LLC (6562); Great Point Productions, LLC (5813); Guido Contini Films, LLC (1031); Hooper Farm Music, LLC (3773); Hooper Farm Publishing, LLC (3762); Hummock Pond Properties, LLC (9862); Hunter Killer La Productions, LLC (1939); Hunter Killer Productions, LLC (3130); In The Hat Productions, LLC (3140); J&J Project, LLC (1832); JGAG Acquisitions, LLC (9221); Left Behind Acquisitions, LLC (1367); Long Pond Media, LLC (7197); Madaket Publishing, LLC (9356); Madaket Road Music, LLC (9352); Madvine RM, LLC (0646); Malavita Productions, LLC (8636); MB Productions, LLC (4477); Merchant of Shanghai Productions, LLC (7002); Miacomet Media LLC (7371); Miracle Shot Productions, LLC (0015); Most Wonderful Time Productions, LLC (0426); Movie Productions, LLC (9860); One Life Acquisitions, LLC (9061); Orange Street Media, LLC (3089); Out Of This World Productions, LLC (2322); Paranoia Acquisitions, LLC (8747); Phantom Acquisitions, LLC (6381); Pocomo Productions, LLC (1069); Relative Motion Music, LLC (8016); Relative Velocity Music, LLC (7169); Relativity Development, LLC (5296); Relativity Film Finance II, LLC (9082); Relativity Film Finance III, LLC (8893); Relativity Film Finance, LLC (2127); Relativity Films, LLC (5464); Relativity Foreign, LLC (8993); Relativity India Holdings, LLC (8921); Relativity Jackson, LLC (6116); Relativity Media Distribution, LLC (0264); Relativity Media Films, LLC (1574); Relativity Music Group, LLC (9540); Relativity Production LLC (7891); Relativity Rogue, LLC (3333); Relativity Senator, LLC (9044); Relativity Sky Land Asia Holdings, LLC (9582); Relativity TV, LLC (0227); Reveler Productions, LLC (2191); RML Acquisitions I, LLC (9406); RML Acquisitions II, LLC (9810); RML Acquisitions III, LLC (9116); RML Acquisitions IV, LLC (4997); RML Acquisitions IX, LLC (4410); RML Acquisitions V, LLC (9532); RML Acquisitions VI, LLC (9640); RML Acquisitions VII, LLC (7747); RML Acquisitions VIII, LLC (7459); RML Acquisitions X, LLC (1009); RML Acquisitions XI, LLC (2651); RML Acquisitions XII, LLC (4226); RML Acquisitions XIII, LLC (9614); RML Acquisitions XIV, LLC (1910); RML Acquisitions XV, LLC (5518); RML Bronze Films, LLC (8636); RML Damascus Films, LLC (6024); RML Desert Films, LLC (4564); RML Documentaries, LLC (7991); RML DR Films, LLC (0022); RML Echo Films, LLC (4656); RML Escobar Films LLC (0123); RML Film Development, LLC (3567); RML Films PR, LLC (1662); RML Hector Films, LLC (6054); RML Hillsong Films, LLC (3539); RML IFWT Films, LLC (1255); RML International Assets, LLC (1910); RML Jackson, LLC (1081); RML Kidnap Films, LLC (2708); RML Lazarus Films, LLC (0107); RML Nina Films, LLC (0495); RML November Films, LLC (9701); RML Oculus Films, LLC (2596); RML Our Father Films, LLC (6485); RML Romeo and Juliet Films, LLC (9509); RML Scripture Films, LLC (7845); RML Solace Films, LLC (5125); RML Somnia Films, LLC (7195); RML Timeless Productions, LLC (1996); RML Turkeys Films, LLC (8898); RML Very Good Girls Films, LLC (3685); RML WIB Films, LLC (0102); Rogue Digital, LLC (5578); Rogue Games, LLC (4812); Roguelife LLC (3442); Safe Haven Productions, LLC (6550); Sanctum Films, LLC (7736); Santa Claus Productions, LLC (7398); Smith Point Productions, LLC (9118); Snow White Productions, LLC (3175); Spy Next Door, LLC (3043); Story Development, LLC (0677); Straight Wharf Productions, LLC (5858); Strangers II, LLC (6152); Stretch Armstrong Productions, LLC (0213); Studio Merchandise, LLC (5738); Summer Forever Productions, LLC (9211); The Crow Productions, LLC (6707); Totally Interns, LLC (9980); Tribes of Palos Verdes Production, LLC (6638); Tuckernuck Music, LLC (8713); Tuckernuck Publishing, LLC (3960); Wright Girls Films, LLC (9639); Yuma, Inc. (1669); Zero Point Enterprises, LLC (9558). The location of the Debtors' corporate headquarters is: 9242 Beverly Blvd., Suite 300, Beverly Hills, CA 90210.

(iii) authorizing the assumption and assignment of certain executory contracts and unexpired leases (the executory contracts and unexpired leases that are proposed to be assumed and assigned pursuant to the Stalking Horse APA, (the "**Assumed Contracts and Leases**")); after holding a hearing on August 25, 2015 (the "**Bidding Procedures Hearing**") and the Bankruptcy Court having entered an order, dated August ___, 2015 (the "**Bidding Procedures Order**") [Dkt. No. ___], authorizing the Debtors to solicit and consider offers for substantially all of the Debtors' assets and conduct an auction (the "**Auction**") in accordance with the terms and conditions of the Bidding Procedures and approving, *inter alia*, (i) the Bidding Procedures, (ii) the form and manner of notice of the Auction and Sale Hearing ("**Sale Notice**"), and (iii) the form and manner of notice of the assignment of, and proposed cure amounts with respect to, the Assumed Contracts and Leases (the "**Notice of Assignment and Cure**") and the procedures related to the assignment of the Assumed Contracts and Leases to the Buyer; and the Bankruptcy Court having conducted a hearing on the Sale Motion on October 5, 2015 (the "**Sale Hearing**"); and all parties in interest having been heard, or having had the opportunity to be heard, regarding the Stalking Horse APA; and the Bankruptcy Court having reviewed and considered the Sale Motion, and the arguments of counsel made, and the evidence adduced, at the Bidding Procedures Hearing and the Sale Hearing; and upon the record of the Bidding Procedures Hearing and the Sale Hearing, the Declaration of Dr. Brian G. Kushner Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York in Support of Chapter 11 Bankruptcy Petitions and First Day Pleadings [Dkt. No. 14] and these chapter 11 cases and proceedings, and after due deliberation thereon, and good cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

A. **Jurisdiction and Venue**. The Bankruptcy Court has jurisdiction over the Sale Motion and the Transaction pursuant to sections 157 and 1334 of title 28 of the United States Code, and this matter is a core proceeding pursuant to section 157(b) of title 28 of the United States Code. Venue in this district is proper under sections 1408 and 1409 of title 28 of the United States Code.

B. **Statutory Predicates**. The statutory predicates for the relief requested in the Sale Motion are Bankruptcy Code sections 105, 362, 363, and 365, Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014, and Local Rule 6004-1.

C. **Notice**. Proper, timely, adequate, and sufficient notice of the Sale Motion, including, without limitation, the Transaction, including the sale of assets free and clear of liens, claims, encumbrances and other interests, the assumption and assignment of the Assumed Contracts and Leases, the Auction, the Sale Hearing, and of the entry of this Order have been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006, and 9007, and Local Rule 6004-1 and in compliance with the Bidding Procedures Order. Such notice complied with the Bidding Procedures Order, was good and sufficient and appropriate under the particular circumstances. No other or further notice of the Sale Motion, the Transaction, the assumption and assignment of the Assumed Contracts and Leases, the Auction, the Sale Hearing, or of the entry of this Order is necessary or will be required.

D. The Debtors published notice of the time and place of the proposed Auction, the time and place of the Sale Hearing, and the time for filing an objection to the Sale Motion or the

[3] Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

Transaction, including with respect to the sale of assets free and clear of liens, claims, encumbrances and other interests, in the National Edition of The Wall Street Journal on [September 1], 2015.

E. In accordance with, and as provided by, the Bidding Procedures Order, a Notice of Assignment and Cure has been filed with the Bankruptcy Court on September [2], 2015 [Dkt. No. ___] and served on all of the non-Debtor counterparties to the Assumed Contracts and Leases, by first class mail. The Notice of Assignment and Cure included (a) the name of the Assumed Contract, (b) the name of the counterparty to the Assumed Contract, (c) any applicable Cure Amounts, and (d) the deadline by which any Assumed Contract or Lease counterparty must file an objection to the proposed assumption and assignment.

F. The service of the Notice of Assignment and Cure complied with the Bidding Procedures Order, was good, sufficient and appropriate under the circumstances and no further notice need be given in respect of assumption and assignment of the Assumed Contracts and Leases or establishing Cure Amounts. Non-Debtor parties to the Assumed Contracts and Leases have had an adequate opportunity to object to the assumption and assignment of the Assumed Contracts and Leases and the associated Cure Amounts.

G. The disclosures made by the Debtor concerning the Stalking Horse APA, the Auction, the Transaction, the Sale Hearing, the sale of assets free and clear of liens, claims, encumbrances and other interests, and the assumption and assignment of the Assumed Contracts and Leases were complete and adequate.

H. **Opportunity to Object**. A reasonable opportunity to object or be heard regarding the relief requested in the Sale Motion has been afforded to all parties in interest.

I. **Title in the Acquired Assets**. The Acquired Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

J. **Business Justification**. The Debtors have demonstrated a sufficient basis and compelling circumstances requiring them to enter into the Stalking Horse APA, assume and assign to the Buyer the Assumed Contracts and Leases, and sell the Acquired Assets. Such actions are an appropriate exercise of the Debtors' business judgment and in the best interests of the Debtors, their estates and their creditors. Such business reasons include, without limitation, the facts that (i) there is substantial risk of deterioration of the value of the Acquired Assets if the Transaction is not consummated quickly; (ii) the Stalking Horse APA constitutes the highest or otherwise best offer for the Acquired Assets received by the Debtors; and (iii) the Stalking Horse APA and the closing of the Transaction present the best opportunity to realize the value of the Debtors on a going concern basis and to avoid decline and devaluation of the Debtors' businesses. Entry of this Order and all provisions hereof is a necessary condition precedent to the Buyer consummating the Transaction.

K. **Opportunity to Bid**. The Debtors and their professionals marketed the Acquired Assets and conducted the marketing and sale process in accordance with the Bidding Procedures Order. The Bidding Procedures and the Auction process set forth in the Bidding Procedures Order afforded a full, fair and reasonable opportunity for any entity to bid for the Acquired Assets and to make an offer to purchase the Acquired Assets that would have been higher or otherwise better than that memorialized in the Stalking Horse APA.

L. **Auction**. The Auction was conducted in accordance with the Bidding Procedures and, after conclusion of the Auction, the Buyer was declared to have made the highest or

otherwise best offer for the Acquired Assets. The Auction was conducted at arm's length, without collusion, and in good faith.

M. **Highest or Otherwise Best Offer**. The total consideration provided by the Buyer for the Acquired Assets is the highest or otherwise best offer received by the Debtors. No other person or entity or group of entities has offered to purchase the Acquired Assets for greater economic value to the Debtors' estates than the Buyer. The Buyer is the Successful Bidder for the Acquired Assets in accordance with the Bidding Procedures Order.

N. **Good Faith Purchaser**. The Stalking Horse APA and the Transaction have been negotiated by the Debtors and the Buyer (and their respective affiliates, members, and representatives) in good faith, at arm's length, and without collusion or fraud. The terms and conditions of the Stalking Horse APA and the Transaction, including, without limitation, the total consideration to be realized by the Debtors pursuant to the Stalking Horse APA, are fair and reasonable, and the Transaction is in the best interest of the Debtors, their creditors, and their estates. The Buyer has complied in all respects with the Bidding Procedures Order.

O. The Buyer is a "good faith purchaser" entitled to the full benefits and protections provided by section 363(m) of the Bankruptcy Code with respect to the Transaction and the assumption and assignment of the Acquired Assets.

P. The purchase price reflected in the Stalking Horse APA was not controlled by an agreement between potential or actual bidders within the meaning of Bankruptcy Code section 363(n). The Debtors and the Buyer have not engaged in any conduct that would cause or permit the Stalking Horse APA or the consummation of the Transaction to be avoided or costs or damages to be imposed on the Buyer under Section 363(n) of the Bankruptcy Code.

Q. The Buyer (and its members, counsel, and advisors) will be acting in good faith in consummating the Transaction at any time on or after the entry of this Order, and cause has been shown as to why this Order should not be subject to the stay provided by Bankruptcy Rules 6004(h), 6006(d) and 7062. The Buyer is not an "insider" of any of the Debtors as that term is defined in section 101(31) of the Bankruptcy Code.

R. **Corporate Power and Authority**. The Debtors have full corporate power and authority to execute and deliver the Stalking Horse APA, to perform all of their respective obligations thereunder, to consummate the Transaction, including the sale of the Acquired Assets and the assumption and assignment to the Buyer of the Assumed Contracts and Leases, and all of the foregoing has been duly and validly authorized. No consents or approvals, other than as expressly provided for in the Stalking Horse APA and the entry of this Order, are required for the Debtors to consummate the Transaction.

S. **Transfer of Assumed Liabilities**. The transfer of the Assumed Liabilities pursuant to the terms of this Order is an integral part of the consideration provided under the Stalking Horse APA and is in the best interests of the Debtors, their estates, and their creditors.

T. **Assumption and Assignment in Best Interests**. The assumption by the Debtors and assignment to the Buyer of the Assumed Contracts and Leases pursuant to the terms of this Order is integral to the Stalking Horse APA and is in the best interests of the Debtors, their estates, and their creditors and represents the reasonable exercise of sound and prudent business judgment by the Debtors. Accordingly, such assumption and assignment is reasonable and enhances the value of the Debtors' estates. Pursuant to Section 365(f) of the Bankruptcy Code, no provision of any Assumed Contract or Lease that purports to prohibit, restrict, or condition the assignment of such Assumed Contract or Lease in connection with the Transaction shall have

any force or effect, and all the Assumed Contracts and Leases assigned as part of the Transaction shall remain in full force and effect for the benefit of the Buyer.

U. **Cure/Adequate Assurance**. All of the requirements of Section 365(b) of the Bankruptcy Code have been met for each of the Assumed Contracts and Leases. The Debtors have provided adequate assurance of cure of any default existing under any of the Assumed Contracts and Leases prior to the closing of the Transaction (the "**Closing**") and adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default under any of the Assumed Contracts and Leases within the meaning of section 365(b)(l)(B) of the Bankruptcy Code. The Buyer has provided adequate assurance of its future performance under the Assumed Contracts and Leases within the meaning of Bankruptcy Code section 365(b)(1)(C) (including to the extent, if any, modified by section 365(b)(3)). The non-Debtor parties to the Assumed Contracts and Leases that did not file an objection to the proposed assumption, assignment, or Cure Amount are deemed to have consented to all of the foregoing.

V. **Free and Clear**. The Debtors are the sole and lawful owners of the Acquired Assets. Upon the occurrence of the Closing, (i) the sale of the Acquired Assets to the Buyer (including the assignment of the Assumed Contracts and Leases) will be a legal, valid, and effective transfer of such assets, and (ii) each such transfer and assignment will vest the Buyer with all of the Debtors' right, title, and interest in the Acquired Assets free and clear of all Liens and Excluded Liabilities (as defined herein) (other than Permitted Exceptions and those Liens securing Assumed Liabilities), with any such Liens or Excluded Liabilities to attach to the consideration to be received by the Debtors in the same priority and subject to the same defenses and avoidability, if any, as of the time of the Closing. The Buyer would not have entered into the Stalking Horse APA if the sale of the Acquired Assets were not free and clear of all Liens and

Excluded Liabilities (other than Permitted Exceptions and those Liens securing Assumed Liabilities), or if the Buyer would, or in the future could, be liable for any such Liens or Excluded Liabilities. A sale of the Acquired Assets, other than one free and clear of all Liens (other than Permitted Exceptions and those Liens securing Assumed Liabilities) and Excluded Liabilities, would yield substantially less value for the Debtors' estates.

W. **Satisfaction of 363(f) Standards**. The Debtors may sell the Acquired Assets free and clear of all Liens (other than Permitted Exceptions and those Liens securing Assumed Liabilities), because, with respect to each creditor asserting a Lien (other than Permitted Exceptions and those Liens securing Assumed Liabilities), one or more of the standards set forth in Bankruptcy Code sections 363(f)(1)-(5) has been satisfied. All potential holders of Liens were required by the Sale Notice and the Bidding Procedures Order to file, on or before the Sale Order Objection Deadline, any objection to the sale of assets free and clear of liens, claims, encumbrances and other interests. Those holders of Liens who did not object, or who withdrew their objections to the Transaction are deemed to have consented to the sale of the Acquired Assets to the Buyer pursuant to Bankruptcy Code section 363(f)(2). Those holders of Liens who did object are adequately protected by having their Liens attach to the proceeds of the Transaction ultimately attributable to the Acquired Assets on which such holders allege a Lien, in the same order of priority, with the same validity, force, and effect that such holder had prior to the Closing and subject to any claims and defenses the Debtors and/or their estates may possess with respect thereto.

X. **Free and Clear of Certain Senior Liens**. For the avoidance of doubt, the Debtors may sell the Acquired Assets free and clear of all Liens of the lenders (the "**Ultimates Lenders**") under that certain Credit, Security, Guaranty and Pledge Agreement, dated as of

September 25, 2012 (as the same may have been amended, restated, supplemented, or other otherwise modified to date, the "**Ultimates Facility**"), by and among RMLDD Financing, LLC, as borrower, CIT Bank, N.A., formerly known as OneWest Bank, N.A., as administrative agent (in such capacity, the "**Ultimates Agent**"), and the Ultimates Lenders because the Transaction provides for the indefeasible payment in cash to the Ultimates Agent for the benefit of the Ultimates Lenders in an amount sufficient to satisfy all Obligations under the Ultimates Facility as defined therein. The Debtors may also sell the Acquired Assets free and clear of all Liens of the post-release lenders (the "**Post-Release P&A Lenders**") under the Second Amended and Restated Funding Agreement dated as of June 30, 2014 (the "**P&A Facility**") by and among RML Distribution Domestic, LLC, RMLDD Financing, LLC, certain borrowers listed therein, Macquarie US Trading LLC (the "**P&A Agent**"), the Post-Release P&A Lenders thereto, and RKA Film Financing, LLC, as pre-release lender (the "Pre-Release P&A Lender") because the Transaction provides for the payment to the P&A Agent of cash in an amount sufficient to satisfy any obligation to the Post-Release P&A Lenders under the P&A Facility that is secured by an Acquired Asset. For further avoidance of doubt, the Buyer is not purchasing any assets or property that secures any obligations with respect to (i) the P&A Facility, as it relates to Pre-Release Lender including, for the avoidance of doubt, the Specified Collateral, or (ii) the production loans (the **"Production Loans"**) made by certain lenders (the **"Production Lenders"**) relating to the films *Masterminds*, *Disappointments Room*, *3:10 to Yuma*, and *Forbidden Kingdom* and, as a result, neither the Pre-Release P&A Lenders nor the Production Lenders have any Liens on any Acquired Assets.

Y. **Sale Subject to Guild Liens**. The Debtors are selling the Acquired Assets subject to the Liens of the Guilds set forth in the Stalking Horse APA. Upon Closing, the Buyer

will acquire the Acquired Assets and assume (i) the Pre-Existing Guild Liens, if any, (ii) the Post-Closing Guild Liens applicable to the Covered Pictures, and (iii) the applicable Post-Closing Guild Claims concerning those Covered Pictures that are subject to collective bargaining agreements with certain of the Guilds; *provided*, *however*, that upon timely delivery by Purchaser of the Guild Closing Items, all Pre-Existing Guild Claims will be satisfied and discharged in accordance with the Guild Note. The applicable Pre-Existing Guild Liens will be retained as to each applicable Covered Picture purchased by the Buyer to secure performance by Buyer in connection with Post-Closing Guild Claims with respect to that applicable Covered Picture.

Z. **Assumption of Post-Closing Claims of FMSMF, AFM, and Equity (UK)**. Upon Closing, the Buyer will acquire the Acquired Assets and assume Post-Closing FMSMF Claims, Post-Closing AFM Claims or Post-Closing Equity (UK) Claims concerning those Covered Pictures that are subject to collective bargaining agreements with FMSMF, AFM or Equity (UK), as applicable.

AA. **No Successor Liability**. The Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, principals, directors, officers, and shareholders (or equivalent) will have no obligations with respect to any liabilities of the Debtors other than those liabilities expressly assumed under, or pursuant to, the Stalking Horse APA (the "**Assumed Liabilities**").

BB. The Transaction (i) does not amount to a consolidation, merger, or de facto merger of the Buyer and the Debtors and/or the Debtors' estates; (ii) there is not substantial continuity between the Buyer and the Debtors; (iii) there is no common identity between the Debtors and the Buyer; (iv) there is no continuity of enterprise between the Debtors and the

Buyer; (v) the Buyer is not a mere continuation of the Debtors or their estates; and (vi) the Buyer does not constitute a successor to the Debtors or their estates. Other than the Assumed Liabilities, the Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, directors, officers, principals, and shareholders (or equivalent) will have no obligations with respect to any liabilities of the Debtors including, without limitation, all "claims" (as defined in section 101(5) of the Bankruptcy Code), liens, liabilities, interests, rights and encumbrances, mortgages, restrictions, hypothecations, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, equity interests, conditional sale rights or other title retention agreements, pledges, judgments, demands, rights of first refusal, consent rights, rights of offset, contract rights, recoupment rights, rights of recovery, reimbursement rights, contribution claims, indemnity rights, exoneration rights, product liability claims, claims arising under PACA (as defined below), alter-ego claims, environmental rights and claims, labor rights and claims, employment rights and claims, pension rights and claims, tax claims, regulatory violations, decrees of any court or foreign or domestic governmental or quasi-governmental entity, charges or any kind or nature, debts arising in any way in connection with any agreements, acts or failures to act, reclamation rights and claims, obligation claims, demands, guaranties, option rights or claims, and all other matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unified, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to or subsequent to the commencement of these chapter 11 cases and whether imposed by agreement, understanding, law, rule, equity, or otherwise (but, for the avoidance of doubt, in each case prior to the Closing)

(collectively, the "**Excluded Liabilities**"). The Bankruptcy Court finds that the Buyer would not have acquired the Acquired Assets but for the foregoing protections against potential claims, including those based upon "successor liability" theories.

CC. **No Fraudulent Transfer**. The Transaction is not for the purpose of hindering, delaying, or defrauding creditors. Neither the Debtors nor the Buyer are, or will be, entering into the Transaction fraudulently.

DD. **Fair Consideration**. The consideration provided for under the Stalking Horse APA constitutes reasonably equivalent value and fair and/or adequate consideration as those terms are defined in, and within the contemplation of, the Bankruptcy Code, other laws of the United States, any state, territory, possession, or the District of Columbia, and each of the Uniform Fraudulent Transfer Act and Uniform Fraudulent Conveyance Act. The Stalking Horse APA represents a fair and reasonable offer to purchase the Acquired Assets and assume the Assumed Liabilities under the circumstances of the Debtors' chapter 11 cases. Approval of the Stalking Horse APA and the consummation of the Transaction are in the best interests of the Debtors, their estates, their creditors, and all other parties in interest.

EE. **Compliance with Bankruptcy Code**. The consummation of the Transaction will be legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation Bankruptcy Code sections 105(a), 363(b), 363(f), 363(m), 365(b), and 365(f), and all of the applicable requirements of such sections have been, or will be, complied with in respect of the Transaction as of the date the Transaction is consummated (the "**Closing Date**").

FF. **Transaction Not a Sub Rosa Plan**. The sale of the Acquired Assets and the assignment of the Assumed Liabilities outside of a plan of reorganization or liquidation pursuant

to the Stalking Horse APA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a plan of reorganization or liquidation for the Debtors. The Transaction does not constitute a *sub rosa* chapter 11 plan.

GG. **Time is of the Essence**. Time is of the essence in consummating the Transaction. In order to maximize the value of the Debtors' estates, it is essential that the sale of the Acquired Assets and the assignment of the Assumed Contracts and Leases occur within the time constraints set forth in the Stalking Horse APA. Specifically, the Transaction must be approved and consummated promptly in order to preserve the viability of the Debtors' business as a going concern, to maximize the value to the Debtors and their estates to the benefit of their creditors. Accordingly, there is cause to waive the stays imposed by Bankruptcy Rules 6004(h), 6006(d) and 7062.

The Transaction contemplated by the Stalking Horse APA is in the best interests of the Debtors and their estates, creditors, interest holders, and all other parties in interest herein; and it is therefore,

ORDERED, ADJUDGED AND DECREED THAT:

1. **Relief Granted**. The relief requested in the Sale Motion is granted in its entirety.

2. **Objections Overruled**. All objections and responses to the Sale Motion, this Order, or the relief granted herein that have not been overruled, withdrawn, waived, settled, or otherwise resolved, are hereby overruled and denied on the merits with prejudice. Heatherden Securities LLC's objection to the Motion on the grounds that the Debtors' entry into the Sale was an ultra vires action is overruled on a final basis for the reasons stated on the record at the Bidding Procedures Hearing.

3. **Prior Findings of Fact and Conclusions of Law**. The Bankruptcy Court's findings of fact and conclusions of law in the Bidding Procedures Order and the record of the Bidding Procedures Hearing are incorporated herein by reference.

4. **Approval**. The Stalking Horse APA and the Transaction are hereby approved and authorized in all respects, and the Debtors are hereby authorized and empowered to enter into, and to perform their obligations under, the Stalking Horse APA and to execute and perform such agreements or documents and take such other actions as are necessary or desirable to effectuate the terms of the Stalking Horse APA.

5. **Good Faith Buyer**. The Buyer is a good faith purchaser of the Acquired Assets and is hereby granted all of the protections provided to a good faith purchaser under section 363(m) of the Bankruptcy Code. Pursuant to section 363(m) of the Bankruptcy Code, if any or all of the provisions of this Order are hereafter reversed, modified, or vacated by a subsequent order of the Bankruptcy Court or any other court, such reversal, modification, or vacatur will not affect the validity and enforceability of any sale, transfer, or assignment under the Stalking Horse APA or obligation or right granted pursuant to the terms of this Order (unless stayed pending appeal prior to the Closing Date) and, notwithstanding any reversal, modification, or vacatur, any sale, transfer or assignment will be governed in all respects by the original provisions of this Order or the Stalking Horse APA, as the case may be.

6. **Section 363(n) of the Bankruptcy Code**. The Transaction shall not be subject to avoidance and shall not be the basis of any recovery or damages under section 363(n) of the Bankruptcy Code.

7. **Authorization of Performance by the Debtors**. Without any further corporate action or orders of the Bankruptcy Court, the Debtors are authorized to fully perform under,

consummate, and implement the terms of the Stalking Horse APA together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Stalking Horse APA, this Order, and the Transaction, including, without limitation, deeds, assignments, stock powers, transfers of membership interests and other instruments of transfer, and to take all further actions as the Buyer may reasonably request for the purpose of assigning, transferring, granting, and conveying to the Buyer, or reducing to the Buyer's possession any or all of the Acquired Assets.

8. The Debtors are authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units, any and all certificates, agreements, or amendments necessary or appropriate to effectuate the Transaction, any related agreements and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors may determine are necessary or appropriate. The execution of any such document or the taking of any such action will be, and hereby is, deemed conclusive evidence of the authority of such person to so act.

9. The Buyer will have no obligation to proceed with the Closing until all conditions precedent to its obligations to do so have been met, satisfied, or waived in accordance with the terms of the Stalking Horse APA.

10. **Valid Transfer**. Pursuant to sections 363(b) and 363(f) of the Bankruptcy Code, effective as of the Closing, the sale of the Acquired Assets to, and the assumption of the Assumed Liabilities by, the Buyer shall constitute a legal, valid, and effective transfer of the

Acquired Assets and the Assumed Liabilities notwithstanding any requirement for approval or consent by any person, and will vest the Buyer with all right, title, and interest of the Debtors in, and to, the Acquired Assets, free and clear of all Liens. Pursuant to section 365(a) of the Bankruptcy Code, the assumption by the Debtors of the Assumed Contracts and Leases by the Buyer and their assignment to the Buyer constitutes a legal, valid, and effective delegation of any and all obligations, liabilities, and claims in respect thereof to the Buyer and divests the Debtors and their affiliates of all liability with respect to the Assumed Contracts and Leases.

11. **Free and Clear**. Pursuant to sections 105, 363(b), and 363(f) of the Bankruptcy Code, upon the occurrence of the Closing and except to the extent specifically provided in the Stalking Horse APA, the Debtors shall be, and hereby are, authorized, empowered, and directed, to sell the Acquired Assets and assume and assign the Assumed Contracts and Leases to the Buyer. As of the Closing Date, the Buyer shall be vested with all right, title, and interest of the Debtors to the Acquired Assets free and clear (other than Permitted Exceptions and those Liens securing Assumed Liabilities) of any and all Liens and Excluded Liabilities. All Liens shall attach to the proceeds of the sale of the Acquired Assets with the same priority, validity, force, and effect as they had in, or against, the Acquired Assets immediately prior to the Closing. The Sale Motion shall be deemed, by virtue of the of the Sale Notice's requirement that any objection to the sale free and clear of liens, claims, encumbrances and other interests be filed on or before the Sale Order Objection Deadline, to provide sufficient notice of the sale of the Acquired Assets free and clear of all Liens and Excluded Liabilities in accordance with Local Rule 6004-1. Following the Closing, no holder of any Lien on any Acquired Assets (other than Permitted Exceptions and those Liens securing Assumed Liabilities) may interfere with the Buyer's use

and enjoyment of the Acquired Assets based on or related to such Lien, or on any actions that the Debtors may take in their chapter 11 cases.

12. The term "**Liens**" shall include, among other things, any and all liens, encumbrances, pledges, mortgages, deeds of trust, security interests, claims (as defined in section 101(5) of the Bankruptcy Code), leases, charges, options, rights of first refusal, easements, servitudes, proxies, voting trusts or agreements, transfer restrictions under any shareholder or similar agreement or encumbrances or any other right of a third party whatsoever, including, without limitation, the following: (1) any labor agreements; (2) all mortgages, deeds of trust, and security interests, (3) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of any Debtor; (4) any other employee, workers' compensation, occupational disease, or unemployment or temporary disability related claim, including, without limitations, claims that might otherwise arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, as amended, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Worker Adjustment and Retraining Act of 1988, (g) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (h) the Americans with Disabilities Act of 1990, (i) the Consolidated Omnibus Budget Reconciliation Act of 1985, (j) state discrimination laws, (k) state unemployment compensation laws or any other similar state laws, or (l) any other state or federal benefits or claims relating to any employment with any of the Debtors or any of their respective predecessors; (5) any bulk sales or similar law; (6) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; (7) any theories of successor liability, including, without limitation, any theories on

product liability grounds; (8) any interests arising under the Perishable Agricultural Commodities Act, 7 U.S.C. § 499a *et seq*. ("**PACA**"); and (9) any environmental or other liens, claims (as defined in section 101(5) of the Bankruptcy Code), encumbrances, obligations, liabilities, contractual commitments, or interests of any kind or nature arising from existing conditions on, or prior to, the Closing (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or waste) that may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, *et seq*., or other state statute.

13. As of the Closing Date, the Buyer shall be vested with all right, title, and interest of the Debtors in all assets that are collateral under the Ultimates Facility free and clear of any and all Liens and Excluded Liabilities to the extent that the indefeasible payment to the Ultimates Agent, for the benefit of the Ultimates Lenders, of cash in an amount sufficient to satisfy all Obligations under the Ultimates Facility is made as contemplated by the Stalking Horse APA.

14. As of the Closing Date, the Buyer shall be vested with all right, title, and interest of the Debtors to any assets that are collateral under the P&A Facility because the Transaction provides for the payment to the P&A Agent, for the benefit of the Post-Release P&A Lenders, of cash in an amount sufficient to satisfy any obligation under the P&A Facility that is secured by an Acquired Asset.

15. For avoidance of doubt, the Buyer is not purchasing any assets or property that secure any obligations with respect to the P&A Facility, as it relates to the Pre-Release P&A Lender (including, for the avoidance of doubt, the Specified Collateral), or Production Loans

and, as a result, neither the Pre-Release P&A Lenders nor the Production Lenders have any Liens on any Acquired Assets.

16. As of the Closing Date, the Buyer shall be vested with all right, title, and interest of the Debtors to the Acquired Assets subject to the Liens of the Guilds set forth in the Stalking Horse APA and in Paragraph Y *supra*.

17. The provisions of this Order authorizing the sale of the Acquired Assets free and clear of Liens and Excluded Liabilities shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order.

18. **Assumption of Certain Other Post-Closing Claim**. Upon Closing, the Buyer shall assume the Post-Closing FMSMF Claims, Post-Closing AFM Claims and Post-Closing Equity (UK) Claims concerning those Covered Pictures that are subject to collective bargaining agreements with FMSMF, AFM or Equity (UK), as applicable.

19. **Direction to Creditors**. On the Closing Date each of the Debtors' creditors is directed to execute such documents and take all other actions as may be reasonably necessary to release its Liens on the Acquired Assets, if any. If, before Closing, any person or entity that has filed financing statements, mortgages, mechanics liens, *lis pendens*, or other documents, instruments, notices, or agreements evidencing any Lien against, or on, the Acquired Assets fails to deliver (in proper form for filing and executed by the appropriate parties) corresponding termination statements, releases, or instruments of satisfaction to the Debtors, (a) the Debtors and the Buyer each are authorized to execute and file such termination statements, releases, instruments of satisfaction, or other documents on behalf of such person or entity; and (b) the

Debtors and the Buyer each are authorized to file, register, or otherwise record a certified copy of this Order which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens on or against the Acquired Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, local, tribal, or foreign government agency, department or office.

20. **Direction to Government Agencies**. Each and every filing agent, filing officer, title agent, recording agency, governmental department, secretary of state, federal, state, and local official and any other person and entity who may be required by operation of law, the duties of their office, or contract to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in, or to, the Acquired Assets, is hereby authorized and directed to accept any and all documents and instruments necessary or appropriate to consummate the Transaction and this Order. All the entities described above in this paragraph are authorized and specifically directed to strike all recorded Liens against the Acquired Assets from their records, official and otherwise.

21. **Direction to Surrender Possession or Control**. All persons or entities, presently or on or after the Closing Date, in possession or control of some or all of the Acquired Assets are directed to surrender possession or control of the Acquired Assets to the Buyer on the Closing Date or at such time thereafter as the Buyer may request.

22. **Licenses and Permits**. To the extent provided in the Stalking Horse APA and under applicable law, as of the Closing Date, the Buyer shall be authorized to operate under any license, permit, registration, and any other governmental authorization or approval of the Debtors with respect to the Acquired Assets and the Assumed Contracts and Leases, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to

have been, and hereby are, transferred to the Buyer as of the Closing Date. To the extent any license or permit necessary for the operation of the Debtors' business is determined not to be an executory contract assumable and assignable under section 365 of the Bankruptcy Code, the Buyer shall apply for and obtain any necessary license or permit as reasonably as practicable after the Closing Date and such licenses or permits of the Debtors shall remain in place for the Buyer's benefit until new licenses and permits are obtained.

23. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Acquired Assets or the Assumed Contracts and Leases sold, transferred, assigned, or conveyed to the Buyer on account of the filing or pendency of these chapter 11 cases or the consummation of the Transaction.

24. **Transfer of Title and Interests**. All of the Debtors' interests in the Acquired Assets and the Assumed Contracts and Leases shall be, as of the Closing Date and upon the occurrence of the Closing, transferred to, and vested in, the Buyer. Upon the occurrence of the Closing, this Order shall be considered, and constitute for any and all purposes, a full and complete general assignment, conveyance, and transfer of the Acquired Assets and the Debtors' interests under the Assumed Contracts and Leases, and a bill of sale or assignment transferring indefeasible title in the Acquired Assets and interest in the Assumed Contracts and Leases, to the Buyer.

25. **Fair Consideration**. The consideration provided by the Buyer to the Debtors pursuant to the Stalking Horse APA for the purchase of the Acquired Assets and assignment of the Assumed Contracts and Leases shall be deemed to constitute reasonably equivalent value and fair consideration under, and the Transaction shall not constitute a fraudulent transfer or

fraudulent conveyance under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and under the laws of the United States, any state, territory, possession or the District of Columbia.

26. **No Successor Liability**. The Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, officers, directors, principals, and shareholders (or equivalent) are not, and shall not be, (a) deemed a "successor" in any respect to the Debtors or their estates as a result of the consummation of the Transaction or any other event occurring in the chapter 11 cases under any theory of law or equity; (b) deemed to have, de facto or otherwise, merged or consolidated with, or into, the Debtors or their estates; (c) deemed to have a common identity with the Debtors; (d) deemed to have a continuity of enterprise with the Debtors; or (e) deemed to be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors. The Buyer shall not assume, nor be deemed to assume or in any way be responsible for, any Excluded Liabilities, any bulk sales law, successor liability, liability, or responsibility for any claim against the Debtors or against an insider of the Debtors or similar liability, except as otherwise expressly provided in the Stalking Horse APA. The Sale Motion contains sufficient notice of such limitation in accordance with Local Rule 6004-1. Except for the Assumed Liabilities, the transfer of the Acquired Assets and the Assumed Contracts and Leases to the Buyer under the Stalking Horse APA shall not result in (i) the Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, officers, directors, principals, and shareholders (or equivalent), or the Acquired Assets having any liability or responsibility for any claim against the Debtors or against an insider of the Debtors (including, without limitation, Excluded Liabilities); (ii) the Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, officers, directors, principals,

and shareholders (or equivalent), or the Acquired Assets having any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any Liens or Excluded Liabilities; or (iii) the Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, officers, directors, principals, and shareholders (or equivalent), or the Acquired Assets having any liability or responsibility to the Debtors, except as is expressly set forth in the Stalking Horse APA. In the event that Buyer elects to be treated as a successor employer under section 3121(a)(1) of the Internal Revenue Code, or makes an election to assume, on an employee by employee basis, immigration-related liabilities with respect to former employees of the Debtors hired by the Buyer, the Buyer shall not by reason of any such election be deemed to have assumed any other liabilities or to be a successor for any other purpose.

27. Without limiting the effect or scope of the foregoing, as of the Closing Date, the Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, officers, directors, principals, and shareholders (or equivalent) shall have no successor or vicarious liabilities of any kind or character, including, without limitation, any theory of antitrust, environmental, successor, or transferee liability, labor law, de facto merger or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, without limitation, liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to, the Acquired Assets or the Assumed Contracts and Leases prior to the Closing.

28. **Injunction**. Except to the extent expressly included in the Assumed Liabilities, all persons and entities, including, without limitation, the Debtors, the Debtors' affiliates, officers, directors, employees, former employees, equity holders, successors, assigns, all administrative agencies, governmental units (as defined in section 101(27) of the Bankruptcy Code), tax and regulatory authorities, secretaries of state, federal, state and local officials, secured and unsecured creditors, contract parties, bidders for any of the Debtors' assets, lessors, warehousemen, customs brokers, freight forwarders, carriers and other parties in possession of any of the Acquired Assets at any time, holders of Liens against, or on, the Acquired Assets or the Debtors' interests in the Acquired Assets, holders of claims arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the Assumed Contracts and Leases, the Excluded Assets (as defined in the Stalking Horse APA), the operation of the Debtors' business before the Closing Date, the Transaction, or the transfer of the Acquired Assets or of the Assumed Contracts and Leases to the Buyer, shall be, and hereby are, forever barred, stopped, and permanently enjoined from asserting, prosecuting, commencing, continuing, or otherwise pursuing in any manner any action, claim, or other proceeding of any kind, directly or indirectly, against the Buyer, or any affiliates, predecessor, successors, or assigns thereof and each of their respective current and former members, officers, directors, managed funds, investment advisors, attorneys, employees, partners, principals, affiliates, shareholders (or equivalent), financial advisors, and representatives (each of the foregoing in its individual capacity), their property or the Acquired Assets. Actions that are barred hereby include, without limitation, (i) the commencement or continuation of any action or other proceeding; (ii) the enforcement, attachment, collection, or recovery of any judgment, award, decree or order; (iii) the creation, perfection, or enforcement of any lien, claim, interest, or encumbrance; (iv) the

assertion of any right of setoff, subrogation, or recoupment of any kind; (v) the commencement or continuation of any action that does not comply, or is inconsistent, with the provisions of this Order; (vi) any actions contemplated or taken in respect hereof or the Stalking Horse APA; and (vii) the revocation, termination, or failure or refusal to renew any license, permit, registration, or governmental authorization or approval to operate any of the Acquired Assets or conduct the businesses associated with the Acquired Assets. Following the Closing Date, no holder of a Lien on the Debtors' interests in the Acquired Assets shall interfere with the Buyer's title to or use and enjoyment of any of the Acquired Assets.

29. **No Bulk Sales; No Brokers**. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Transaction. No brokers were involved in consummating the Transaction, and no brokers' commissions shall be due to any person or entity in connection with the Transaction. The Buyer is not obligated to pay any fee or commission or like payment to any broker, finder, or financial advisor as a result of the consummation of the Transaction. Notwithstanding the foregoing, the Debtors may be obligated to pay their financial advisor or investment banker for services rendered in connection with the sale in accordance with other orders of this Court.

30. **Fees and Expenses**. If the Successful Bidder is a party other than the Stalking Horse Bidder, any amounts payable by the Debtors under the Stalking Horse APA or any of the documents delivered by the Debtors in connection with the Stalking Horse APA, including without limitation, any allowed claims for breach thereof and the purchase price adjustment amount, if any, shall be paid in the manner provided in the Stalking Horse APA without further order of the Bankruptcy Court, shall be an allowed administrative claim against the Debtors in an amount equal to such payments in accordance with sections 503(b) and 507(a)(2) of the

Bankruptcy Code, and shall not be discharged, modified, or otherwise affected by any plan of reorganization or liquidation for the Debtors to be confirmed in these chapter 11 cases, except upon written agreement by the Buyer or its successors or assigns.

31. **Assumption and Assignment of Assumed Contracts and Leases**. Under sections 105(a), 363, and 365 of the Bankruptcy Code and subject to, and conditioned upon, the closing of the Transaction, the Debtors' assumption and assignment of the Assumed Contracts and Leases to the Buyer free and clear of all Liens and Excluded Liabilities pursuant to the terms set forth in the Stalking Horse APA, as modified by the terms of any amendment reached by the Buyer with the applicable counterparty, is hereby approved, and the requirements of sections 365(b)(1) and 365(b(2) (including to the extent, if any, modified by section 365(b)(3)) of the Bankruptcy Code with respect thereto are hereby deemed satisfied. Except as set forth in this Order, each counterparty to the Assumed Contracts and Leases is hereby forever barred, estopped, and permanently enjoined from raising or asserting against the Debtors or the Buyer, or the property of any of them, any assignment fee, default, breach, claim, pecuniary loss, liability, or obligation (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, known or unknown, liquidated or unliquidated senior or subordinate) arising under or out of, in connection with, or in any way related to, the Assumed Contracts and Leases existing as of the Closing Date or arising by reason of the Closing.

32. On and after the Closing, the Assumed Contracts and Leases shall be valid and binding and in full force and effect and enforceable by the Buyer in accordance with their respective terms. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested with all right, title, and interest of the Debtors under the Assumed Contracts and Leases, subject solely to the payment of the applicable

Cure Amounts, if any. The assignment of each of the Assumed Contracts and Leases are entitled to all of the protections of section 363(m) of the Bankruptcy Code.

33. **Anti-Assignment Provisions Unenforceable**. No provisions of the Assumed Contracts and Leases that purport to (a) prohibit, restrict, or condition the Debtors' assumption of the Assumed Contracts and Leases or their assignment to the Buyer, including, without limitation, those conditioning such assumption or assignment on the consent of the applicable non-Debtor counterparty; (b) authorize the termination, cancellation, or modification of the Assumed Contracts and Leases based on the filing of a bankruptcy case, the financial condition of the Debtors, or similar circumstances; (c) declare a breach or default as a result of a change in control in respect of the Debtors; or (d) provide for additional payments, penalties, conditions, renewals, extensions, charges, other financial accommodations in favor of the non-Debtor counterparty, or modification of any term or condition, shall have any force and effect. Except as may be provided by a separate order of the Bankruptcy Court, all non-Debtor counterparties to the Assumed Contracts and Leases shall be deemed to have consented to the assumption of their respective Assumed Contracts and Leases and their assignment to the Buyer.

34. **No Fees for Assumption and Assignment**. There shall be no rent accelerations, assignment fees, increases, or any other fees charged to the Buyer, its successors or assigns, or the Debtors as a result of the assumption and assignment of the Assumed Contracts and Leases.

35. **Cure Amounts.** All defaults under each of the Assumed Contracts and Leases, if any, shall be deemed cured by the payment or other satisfaction of the applicable Cure Amount, the payment of which is hereby authorized.

36. **Objections to Assumption and Assignment**. Except as provided herein, all objections have been overruled, withdrawn, waived, settled, or otherwise resolved. Any

objections as to Cure Amounts that have not been resolved shall be heard at the earliest possible date after the Closing. The pendency of a dispute relating to a particular Assumed Contract or Lease shall not prevent or delay the assumption and assignment of any other Assumed Contracts and Leases or the Closing. The Buyer and the Debtors shall reasonably cooperate with one another regarding the prosecution of any litigation relating to final determination of Cure Amounts.

37. Any non-Debtor counterparty to the Assumed Contracts and Leases who has not filed an objection by the deadline set forth in the Notice of Assignment and Cure shall be forever barred from objecting to the assumption and/or assignment of such Assumed Contract or Lease, or asserting any amounts, other than the scheduled Cure Amount, with respect to such Assumed Contract or Lease, and such Assumed Contract or Lease shall be assumed by the Debtors and assigned to the Buyer on the Closing Date, subject solely to the payment of the Cure Amount, if any.

38. **Direction to Assumed Contracts and Leases Counterparties**. All counterparties to the Assumed Contracts and Leases shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Buyer, and shall not charge the Buyer for, any instruments, applications, consents, or other documents that may be required or requested by any party or entity to effectuate the applicable transfer and assignment.

39. **Release and Discharge**. Other than the Assumed Liabilities, the Buyer and its affiliates and their respective successors, assigns, members, partners, officers, directors, principals, and shareholders (or equivalent) shall have no obligations with respect to any liabilities of the Debtors, including, without limitation, the Excluded Liabilities; and, upon consummation of the Transaction, the Debtors and their estates are deemed to release and forever

discharge the Buyer and its affiliates and their respective successors, assigns, members, partners, officers, directors, principals, and shareholders (or equivalent) from any and all claims, causes of action, obligations, liabilities, demands, losses, costs, and expenses of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, relating to the Transaction, the sale of the Acquired Assets and the assignment of the Assumed Contracts and Leases, except for the Assumed Liabilities.

40. **Amendments**. Subject to the terms of the Stalking Horse APA and without the need for further action or order of the Bankruptcy Court, the Stalking Horse APA and any related agreements may be modified, amended, or supplemented by agreement of the Debtors and the Buyer. Any such modification, amendment, or supplement must not have a material and adverse effect on the Debtors and their estates. Any material modification, amendment, or supplement to the Stalking Horse APA that has an adverse effect on the Debtors and their estates must be approved by Order of the Bankruptcy Court following a motion on notice to all interested parties, which Order may be sought on an expedited basis. Any modification or amendment to the Stalking Horse APA with respect to the payment to be made to the Ultimates Agent shall not be effective unless first consented to by the Ultimates Agent in writing.

41. **Failure to Specify Provisions**. The failure specifically to mention any particular provisions of the Stalking Horse APA or any related agreements in this Order shall not diminish or impair the effectiveness of such provision; it being the intent of the Bankruptcy Court, the Debtors, and the Buyer that the Stalking Horse APA and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Order.

42. **Binding Order**. This Order and the Stalking Horse APA shall be binding upon, and govern the acts of, all persons and entities, including, without limitation, the Debtors and the Buyer, their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee hereinafter appointed for any of the Debtors' estates or any trustee or trustees appointed in a chapter 7 case or cases if any of these chapter 11 cases are converted from chapter 11, all creditors of any Debtor (whether known or unknown), all non-Debtor parties to the Assumed Contracts and Leases, filing agents, filing officers, title agents, recording agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in, or to, the Acquired Assets. The Stalking Horse APA and the Transaction shall not be subject to rejection or avoidance under any circumstances. This Order and the Stalking Horse APA shall inure to the benefit of the Debtors, their estates, their creditors, the Buyer, and its successors and assigns. All of the provisions of this Order are nonseverable and mutually dependent.

43. **Allocation of Consideration**. Except for the payments to be made with respect to the Ultimates Facility and as otherwise provided in the Stalking Horse APA, all rights of the respective Debtors' estates with respect to the allocation of consideration received from the Buyer in connection with the Transaction (including, without limitation, the value of the assumption of any Assumed Liabilities) are expressly reserved for later determination by the Bankruptcy Court and, to the extent consideration is received by any Debtor that is determined to be allocable to another Debtor, such other Debtor shall have a claim against the recipient Debtor

with the status of an expense of administration in the case of the recipient Debtor under section 503(b) of the Bankruptcy Code.

44. **No Stay of Order**. Notwithstanding Bankruptcy Rules 6004(h), 6006(d) and 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. Any party objecting to this Order must exercise due diligence in filing an appeal and obtaining a stay prior to the Closing or risk its appeal being foreclosed as moot.

45. **Lift of Automatic Stay**. The automatic stay in effect under section 362 of the Bankruptcy Code is hereby lifted to the extent necessary, without further order of the Bankruptcy Court, to allow the Buyer to take any and all actions permitted under the Stalking Horse APA, including, without limitation, terminating the Stalking Horse APA, in each case in accordance with the terms and conditions thereof.

46. **Retention of Jurisdiction**. The Bankruptcy Court shall retain jurisdiction to (a) interpret, implement, and enforce the terms and provisions of this Order, the Bidding Procedures Order, and the Stalking Horse APA, including, without limitation, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith; and (b) decide any issues or disputes concerning this Order and the Stalking Horse APA or the rights and duties of the parties hereunder or thereunder, including, without limitation, the interpretation of the terms, conditions, and provisions hereof and thereof, the status, nature, and extent of the Acquired Assets and any matters relating to the assumption or assignment of the Assumed Contracts and Leases.

47. **Subsequent Plan Provisions**. Nothing contained in any chapter 1 l plan to be confirmed in these chapter 11 cases or any order to be entered in these cases (including any order entered after conversion of these chapter 11 cases to cases under chapter 7 of the Bankruptcy

Code) shall alter, conflict with, or derogate from, the provisions of the Stalking Horse APA or this Order.

48. **Further Assurances**. From time to time, as and when requested, all parties shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the requesting party may reasonably deem necessary or desirable to consummate the Transaction, including, without limitation, such actions as may be necessary to vest, perfect, or confirm or record or otherwise in the Buyer its right, title and interest in and to the Acquired Asset and the Assumed Contracts and Leases.

49. **Governing Terms**. To the extent this Order is inconsistent with any prior order or pleading in these chapter 11 cases, the terms of this Order shall govern. To the extent there is any inconsistency between the terms of this Order and the terms of the Stalking Horse APA (including all ancillary documents executed in connection therewith), the terms of the Stalking Horse APA and such documents shall govern.

Dated: New York, New York

_____,2015

_____
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 4

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
RELATIVITY FASHION, LLC, *et al.*,[1]	Case No. 15-11989 (MEW)
Debtors.	(Jointly Administered)

ORDER (A) APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS, (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (C) GRANTING RELATED RELIEF

Upon consideration of the motion (the "**Sale Motion**")[2] [Dkt. No. 25] of Relativity Fashion, LLC and its affiliated debtors and debtors-in-possession (collectively, the "**Debtors**") pursuant to sections 105(a), 362, 363, 365, 503, and 507 of chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rule 6004-1 of the Local Rules for the United States Bankruptcy Court for the Southern District of New York (the "**Local Rules**") for, *inter alia*, entry of an order (i) approving procedures (the "**Bidding Procedures**"), in connection with the sale (the "**Sale**") of substantially all of the Debtors' assets (the "**Acquired Assets**") free and clear of all Liens (as defined below), except as expressly provided in the Stalking Horse APA (as defined below), (ii) authorizing entry into that certain Amended and Restated Asset Purchase Agreement, dated as of August 21, 2015, for the sale of the Acquired Assets (as amended, the "**Stalking Horse APA**"), by and among the Debtors and RM Bidder LLC (the "**Buyer**") and consummate the transactions contemplated thereby (the "**Transaction**"), and

[1] The Debtors in these chapter 11 cases are set forth on page (i).

[2] Capitalized terms used, but not defined, herein have the meaning ascribed to them in the Sale Motion or the Stalking Horse APA. This order shall be deemed to incorporate any findings of fact and conclusions of law made on the record at the Sale Hearing (as defined herein) pursuant to Fed. R. Bankr. P. 7052.

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Relativity Fashion, LLC (4571); Relativity Holdings LLC (7052); Relativity Media, LLC (0844); Relativity REAL, LLC (1653); RML Distribution Domestic, LLC (6528); RML Distribution International, LLC (6749); RMLDD Financing, LLC (9114); 21 & Over Productions, LLC (7796); 3 Days to Kill Productions, LLC (5747); A Perfect Getaway P.R., LLC (9252); A Perfect Getaway, LLC (3939); Armored Car Productions, LLC (2750); Best of Me Productions, LLC (1490); Black Or White Films, LLC (6718); Blackbird Productions, LLC (8037); Brant Point Productions, LLC (9994); Brick Mansions Acquisitions, LLC (3910); Brilliant Films, LLC (0448); Brothers Productions, LLC (9930); Brothers Servicing, LLC (5849); Catfish Productions, LLC (7728); Cine Productions, LLC (8359); CinePost, LLC (8440); Cisco Beach Media, LLC (8621); Cliff Road Media, LLC (7065); Den of Thieves Films, LLC (3046); Don Jon Acquisitions, LLC (7951); DR Productions, LLC (7803); Einstein Rentals, LLC (5861); English Breakfast Media, LLC (2240); Furnace Films, LLC (3558); Gotti Acquisitions, LLC (6562); Great Point Productions, LLC (5813); Guido Contini Films, LLC (1031); Hooper Farm Music, LLC (3773); Hooper Farm Publishing, LLC (3762); Hummock Pond Properties, LLC (9862); Hunter Killer La Productions, LLC (1939); Hunter Killer Productions, LLC (3130); In The Hat Productions, LLC (3140); J&J Project, LLC (1832); JGAG Acquisitions, LLC (9221); Left Behind Acquisitions, LLC (1367); Long Pond Media, LLC (7197); Madaket Publishing, LLC (9356); Madaket Road Music, LLC (9352); Madvine RM, LLC (0646); Malavita Productions, LLC (8636); MB Productions, LLC (4477); Merchant of Shanghai Productions, LLC (7002); Miacomet Media LLC (7371); Miracle Shot Productions, LLC (0015); Most Wonderful Time Productions, LLC (0426); Movie Productions, LLC (9860); One Life Acquisitions, LLC (9061); Orange Street Media, LLC (3089); Out Of This World Productions, LLC (2322); Paranoia Acquisitions, LLC (8747); Phantom Acquisitions, LLC (6381); Pocomo Productions, LLC (1069); Relative Motion Music, LLC (8016); Relative Velocity Music, LLC (7169); Relativity Development, LLC (5296); Relativity Film Finance II, LLC (9082); Relativity Film Finance III, LLC (8893); Relativity Film Finance, LLC (2127); Relativity Films, LLC (5464); Relativity Foreign, LLC (8993); Relativity India Holdings, LLC (8921); Relativity Jackson, LLC (6116); Relativity Media Distribution, LLC (0264); Relativity Media Films, LLC (1574); Relativity Music Group, LLC (9540); Relativity Production LLC (7891); Relativity Rogue, LLC (3333); Relativity Senator, LLC (9044); Relativity Sky Land Asia Holdings, LLC (9582); Relativity TV, LLC (0227); Reveler Productions, LLC (2191); RML Acquisitions I, LLC (9406); RML Acquisitions II, LLC (9810); RML Acquisitions III, LLC (9116); RML Acquisitions IV, LLC (4997); RML Acquisitions IX, LLC (4410); RML Acquisitions V, LLC (9532); RML Acquisitions VI, LLC (9640); RML Acquisitions VII, LLC (7747); RML Acquisitions VIII, LLC (7459); RML Acquisitions X, LLC (1009); RML Acquisitions XI, LLC (2651); RML Acquisitions XII, LLC (4226); RML Acquisitions XIII, LLC (9614); RML Acquisitions XIV, LLC (1910); RML Acquisitions XV, LLC (5518); RML Bronze Films, LLC (8636); RML Damascus Films, LLC (6024); RML Desert Films, LLC (4564); RML Documentaries, LLC (7991); RML DR Films, LLC (0022); RML Echo Films, LLC (4656); RML Escobar Films LLC (0123); RML Film Development, LLC (3567); RML Films PR, LLC (1662); RML Hector Films, LLC (6054); RML Hillsong Films, LLC (3539); RML IFWT Films, LLC (1255); RML International Assets, LLC (1910); RML Jackson, LLC (1081); RML Kidnap Films, LLC (2708); RML Lazarus Films, LLC (0107); RML Nina Films, LLC (0495); RML November Films, LLC (9701); RML Oculus Films, LLC (2596); RML Our Father Films, LLC (6485); RML Romeo and Juliet Films, LLC (9509); RML Scripture Films, LLC (7845); RML Solace Films, LLC (5125); RML Somnia Films, LLC (7195); RML Timeless Productions, LLC (1996); RML Turkeys Films, LLC (8898); RML Very Good Girls Films, LLC (3685); RML WIB Films, LLC (0102); Rogue Digital, LLC (5578); Rogue Games, LLC (4812); Roguelife LLC (3442); Safe Haven Productions, LLC (6550); Sanctum Films, LLC (7736); Santa Claus Productions, LLC (7398); Smith Point Productions, LLC (9118); Snow White Productions, LLC (3175); Spy Next Door, LLC (3043); Story Development, LLC (0677); Straight Wharf Productions, LLC (5858); Strangers II, LLC (6152); Stretch Armstrong Productions, LLC (0213); Studio Merchandise, LLC (5738); Summer Forever Productions, LLC (9211); The Crow Productions, LLC (6707); Totally Interns, LLC (9980); Tribes of Palos Verdes Production, LLC (6638); Tuckernuck Music, LLC (8713); Tuckernuck Publishing, LLC (3960); Wright Girls Films, LLC (9639); Yuma, Inc. (1669); Zero Point Enterprises, LLC (9558). The location of the Debtors' corporate headquarters is: 9242 Beverly Blvd., Suite 300, Beverly Hills, CA 90210.

(iii) authorizing the assumption and assignment of certain executory contracts and unexpired leases (the executory contracts and unexpired leases that are proposed to be assumed and assigned pursuant to the Stalking Horse APA, (the "**Assumed Contracts and Leases**")); after holding a hearing on August 25, 2015 (the "**Bidding Procedures Hearing**") and the Bankruptcy Court having entered an order, dated August ___, 2015 (the "**Bidding Procedures Order**") [Dkt. No. ___], authorizing the Debtors to solicit and consider offers for substantially all of the Debtors' assets and conduct an auction (the "**Auction**") in accordance with the terms and conditions of the Bidding Procedures and approving, *inter alia*, (i) the Bidding Procedures, (ii) the form and manner of notice of the Auction and Sale Hearing ("**Sale Notice**"), and (iii) the form and manner of notice of the assignment of, and proposed cure amounts with respect to, the Assumed Contracts and Leases (the "**Notice of Assignment and Cure**") and the procedures related to the assignment of the Assumed Contracts and Leases to the Buyer; and the Bankruptcy Court having conducted a hearing on the Sale Motion on October 5, 2015 (the "**Sale Hearing**"); and all parties in interest having been heard, or having had the opportunity to be heard, regarding the Stalking Horse APA; and the Bankruptcy Court having reviewed and considered the Sale Motion, and the arguments of counsel made, and the evidence adduced, at the Bidding Procedures Hearing and the Sale Hearing; and upon the record of the Bidding Procedures Hearing and the Sale Hearing, the Declaration of Dr. Brian G. Kushner Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York in Support of Chapter 11 Bankruptcy Petitions and First Day Pleadings [Dkt. No. 14] and these chapter 11 cases and proceedings, and after due deliberation thereon, and good cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

A. **Jurisdiction and Venue**. The Bankruptcy Court has jurisdiction over the Sale Motion and the Transaction pursuant to sections 157 and 1334 of title 28 of the United States Code, and this matter is a core proceeding pursuant to section 157(b) of title 28 of the United States Code. Venue in this district is proper under sections 1408 and 1409 of title 28 of the United States Code.

B. **Statutory Predicates**. The statutory predicates for the relief requested in the Sale Motion are Bankruptcy Code sections 105, 362, 363, and 365, Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014, and Local Rule 6004-1.

C. **Notice**. Proper, timely, adequate, and sufficient notice of the Sale Motion, including, without limitation, the Transaction, including the sale of assets free and clear of liens, claims, encumbrances and other interests, the assumption and assignment of the Assumed Contracts and Leases, the Auction, the Sale Hearing, and of the entry of this Order have been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006, and 9007, and Local Rule 6004-1 and in compliance with the Bidding Procedures Order. Such notice complied with the Bidding Procedures Order, was good and sufficient and appropriate under the particular circumstances. No other or further notice of the Sale Motion, the Transaction, the assumption and assignment of the Assumed Contracts and Leases, the Auction, the Sale Hearing, or of the entry of this Order is necessary or will be required.

D. The Debtors published notice of the time and place of the proposed Auction, the time and place of the Sale Hearing, and the time for filing an objection to the Sale Motion or the

[3] Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

Transaction, including with respect to the sale of assets free and clear of liens, claims, encumbrances and other interests, in the National Edition of The Wall Street Journal on [September 1]~~———~~, 2015.

E. In accordance with, and as provided by, the Bidding Procedures Order, a Notice of Assignment and Cure has been filed with the Bankruptcy Court on ~~———————~~, September [2], 2015 [Dkt. No. ___] and served on all of the non-Debtor counterparties to the Assumed Contracts and Leases, by first class mail. The Notice of Assignment and Cure included (a) the name of the Assumed Contract, (b) the name of the counterparty to the Assumed Contract, (c) any applicable Cure Amounts, and (d) the deadline by which any Assumed Contract or Lease counterparty must file an objection to the proposed assumption and assignment.

F. The service of the Notice of Assignment and Cure complied with the Bidding Procedures Order, was good, sufficient and appropriate under the circumstances and no further notice need be given in respect of assumption and assignment of the Assumed Contracts and Leases or establishing Cure Amounts. Non-Debtor parties to the Assumed Contracts and Leases have had an adequate opportunity to object to the assumption and assignment of the Assumed Contracts and Leases and the associated Cure Amounts.

G. The disclosures made by the Debtor concerning the Stalking Horse APA, the Auction, the Transaction, the Sale Hearing, the sale of assets free and clear of liens, claims, encumbrances and other interests, and the assumption and assignment of the Assumed Contracts and Leases were complete and adequate.

H. **Opportunity to Object**. A reasonable opportunity to object or be heard regarding the relief requested in the Sale Motion has been afforded to all parties in interest.

I. **Title in the Acquired Assets**. The Acquired Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

J. **Business Justification**. The Debtors have demonstrated a sufficient basis and compelling circumstances requiring them to enter into the Stalking Horse APA, assume and assign to the Buyer the Assumed Contracts and Leases, and sell the Acquired Assets. Such actions are an appropriate exercise of the Debtors' business judgment and in the best interests of the Debtors, their estates and their creditors. Such business reasons include, without limitation, the facts that (i) there is substantial risk of deterioration of the value of the Acquired Assets if the Transaction is not consummated quickly; (ii) the Stalking Horse APA constitutes the highest or otherwise best offer for the Acquired Assets received by the Debtors; and (iii) the Stalking Horse APA and the closing of the Transaction present the best opportunity to realize the value of the Debtors on a going concern basis and to avoid decline and devaluation of the Debtors' businesses. Entry of this Order and all provisions hereof is a necessary condition precedent to the Buyer consummating the Transaction.

K. **Opportunity to Bid**. The Debtors and their professionals marketed the Acquired Assets and conducted the marketing and sale process in accordance with the Bidding Procedures Order. The Bidding Procedures and the Auction process set forth in the Bidding Procedures Order afforded a full, fair and reasonable opportunity for any entity to bid for the Acquired Assets and to make an offer to purchase the Acquired Assets that would have been higher or otherwise better than that memorialized in the Stalking Horse APA.

L. **Auction**. The Auction was conducted in accordance with the Bidding Procedures and, after conclusion of the Auction, the Buyer was declared to have made the highest or

otherwise best offer for the Acquired Assets. The Auction was conducted at arm's length, without collusion, and in good faith.

M. **Highest or Otherwise Best Offer**. The total consideration provided by the Buyer for the Acquired Assets is the highest or otherwise best offer received by the Debtors. No other person or entity or group of entities has offered to purchase the Acquired Assets for greater economic value to the Debtors' estates than the Buyer. The Buyer is the Successful Bidder for the Acquired Assets in accordance with the Bidding Procedures Order.

N. **Good Faith Purchaser**. The Stalking Horse APA and the Transaction have been negotiated by the Debtors and the Buyer (and their respective affiliates, members, and representatives) in good faith, at arm's length, and without collusion or fraud. The terms and conditions of the Stalking Horse APA and the Transaction, including, without limitation, the total consideration to be realized by the Debtors pursuant to the Stalking Horse APA, are fair and reasonable, and the Transaction is in the best interest of the Debtors, their creditors, and their estates. The Buyer has complied in all respects with the Bidding Procedures Order.

O. The Buyer is a "good faith purchaser" entitled to the full benefits and protections provided by section 363(m) of the Bankruptcy Code with respect to the Transaction and the assumption and assignment of the Acquired Assets.

P. The purchase price reflected in the Stalking Horse APA was not controlled by an agreement between potential or actual bidders within the meaning of Bankruptcy Code section 363(n). The Debtors and the Buyer have not engaged in any conduct that would cause or permit the Stalking Horse APA or the consummation of the Transaction to be avoided or costs or damages to be imposed on the Buyer under Section 363(n) of the Bankruptcy Code.

Q. The Buyer (and its members, counsel, and advisors) will be acting in good faith in consummating the Transaction at any time on or after the entry of this Order, and cause has been shown as to why this Order should not be subject to the stay provided by Bankruptcy Rules 6004(h), 6006(d) and 7062. The Buyer is not an "insider" of any of the Debtors as that term is defined in section 101(31) of the Bankruptcy Code.

R. **Corporate Power and Authority**. The Debtors have full corporate power and authority to execute and deliver the Stalking Horse APA, to perform all of their respective obligations thereunder, to consummate the Transaction, including the sale of the Acquired Assets and the assumption and assignment to the Buyer of the Assumed Contracts and Leases, and all of the foregoing has been duly and validly authorized. No consents or approvals, other than as expressly provided for in the Stalking Horse APA and the entry of this Order, are required for the Debtors to consummate the Transaction.

S. **Transfer of Assumed Liabilities**. The transfer of the Assumed Liabilities pursuant to the terms of this Order is an integral part of the consideration provided under the Stalking Horse APA and is in the best interests of the Debtors, their estates, and their creditors.

T. **Assumption and Assignment in Best Interests**. The assumption by the Debtors and assignment to the Buyer of the Assumed Contracts and Leases pursuant to the terms of this Order is integral to the Stalking Horse APA and is in the best interests of the Debtors, their estates, and their creditors and represents the reasonable exercise of sound and prudent business judgment by the Debtors. Accordingly, such assumption and assignment is reasonable and enhances the value of the Debtors' estates. Pursuant to Section 365(f) of the Bankruptcy Code, no provision of any Assumed Contract or Lease that purports to prohibit, restrict, or condition the assignment of such Assumed Contract or Lease in connection with the Transaction shall have

any force or effect, and all the Assumed Contracts and Leases assigned as part of the Transaction shall remain in full force and effect for the benefit of the Buyer.

U. **Cure/Adequate Assurance**. All of the requirements of Section 365(b) of the Bankruptcy Code have been met for each of the Assumed Contracts and Leases. The Debtors have provided adequate assurance of cure of any default existing under any of the Assumed Contracts and Leases prior to the closing of the Transaction (the "**Closing**") and adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default under any of the Assumed Contracts and Leases within the meaning of section 365(b)(l)(B) of the Bankruptcy Code. The Buyer has provided adequate assurance of its future performance under the Assumed Contracts and Leases within the meaning of Bankruptcy Code section 365(b)(1)(C) (including to the extent, if any, modified by section 365(b)(3)). The non-Debtor parties to the Assumed Contracts and Leases that did not file an objection to the proposed assumption, assignment, or Cure Amount are deemed to have consented to all of the foregoing.

V. **Free and Clear**. The Debtors are the sole and lawful owners of the Acquired Assets. Upon the occurrence of the Closing, (i) the sale of the Acquired Assets to the Buyer (including the assignment of the Assumed Contracts and Leases) will be a legal, valid, and effective transfer of such assets, and (ii) each such transfer and assignment will vest the Buyer with all of the Debtors' right, title, and interest in the Acquired Assets free and clear of all Liens and Excluded Liabilities (as defined herein) (other than Permitted Exceptions and those Liens securing Assumed Liabilities), with any such Liens or Excluded Liabilities to attach to the consideration to be received by the Debtors in the same priority and subject to the same defenses and avoidability, if any, as of the time of the Closing. The Buyer would not have entered into the Stalking Horse APA if the sale of the Acquired Assets were not free and clear of all Liens and

Excluded Liabilities (other than Permitted Exceptions and those Liens securing Assumed Liabilities), or if the Buyer would, or in the future could, be liable for any such Liens or Excluded Liabilities. A sale of the Acquired Assets, other than one free and clear of all Liens (other than Permitted Exceptions and those Liens securing Assumed Liabilities) and Excluded Liabilities, would yield substantially less value for the Debtors' estates.

W. **Satisfaction of 363(f) Standards**. The Debtors may sell the Acquired Assets free and clear of all Liens (other than Permitted Exceptions and those Liens securing Assumed Liabilities), because, with respect to each creditor asserting a Lien (other than Permitted Exceptions and those Liens securing Assumed Liabilities), one or more of the standards set forth in Bankruptcy Code sections 363(f)(1)-(5) has been satisfied. All potential holders of Liens were required by the Sale Notice and the Bidding Procedures Order to file, on or before the Sale Order Objection Deadline, any objection to the sale of assets free and clear of liens, claims, encumbrances and other interests. Those holders of Liens who did not object, or who withdrew their objections to the Transaction are deemed to have consented to the sale of the Acquired Assets to the Buyer pursuant to Bankruptcy Code section 363(f)(2). Those holders of Liens who did object are adequately protected by having their Liens attach to the proceeds of the Transaction ultimately attributable to the Acquired Assets on which such holders allege a Lien, in the same order of priority, with the same validity, force, and effect that such holder had prior to the Closing and subject to any claims and defenses the Debtors and/or their estates may possess with respect thereto.

X. **Free and Clear of Certain Senior Liens**. For the avoidance of doubt, the Debtors may sell the Acquired Assets free and clear of all Liens of the lenders (the "**Ultimates Lenders**") under that certain Credit, Security, Guaranty and Pledge Agreement, dated as of

September 25, 2012 (as the same may have been amended, restated, supplemented, or other otherwise modified to date, the "**Ultimates Facility**"), by and among RMLDD Financing, LLC, as borrower, CIT Bank, N.A., formerly known as OneWest Bank, N.A. ~~FSB~~, as administrative agent (in such capacity, the "**Ultimates Agent**"), and the Ultimates Lenders because the Transaction provides for the indefeasible payment in cash to the Ultimates Agent for the benefit of the Ultimates Lenders in an amount sufficient to satisfy all Obligations under the Ultimates Facility as defined therein. The Debtors may also sell the Acquired Assets free and clear of all Liens of the post-release lenders (the "**Post-Release P&A Lenders**") under the Second Amended and Restated Funding Agreement dated as of June 30, 2014 (the "**P&A Facility**") by and among RML Distribution Domestic, LLC, RMLDD Financing, LLC, certain borrowers listed therein, Macquarie US Trading LLC (the "**P&A Agent**"), the Post-Release P&A Lenders thereto, and RKA Film Financing, LLC, as pre-release lender (the "Pre-Release P&A Lender") because the Transaction provides for the payment to the P&A Agent of cash in an amount sufficient to satisfy any obligation to the Post-Release P&A Lenders under the P&A Facility that is secured by an Acquired Asset. For further avoidance of doubt, the Buyer is not purchasing any assets or property that secures any obligations with respect to (i) the P&A Facility, as it relates to Pre-Release Lender including, for the avoidance of doubt, the Specified Collateral, or (ii) the production loans (the **"Production Loans"**) made by certain lenders (the **"Production Lenders"**) relating to the films *Masterminds*, *Disappointments Room*, *3:10 to Yuma*, and *Forbidden Kingdom* and, as a result, neither the Pre-Release P&A Lenders nor the Production Lenders have any Liens on any Acquired Assets.

Y. **Sale Subject to Guild Liens**. The Debtors are selling the Acquired Assets subject to the Liens of the Guilds set forth in the Stalking Horse APA. Upon Closing, the Buyer

will acquire the Acquired Assets and assume (i) the Pre-Existing Guild Liens, if any, (ii) the Post-Closing Guild Liens applicable to the Covered Pictures, and (iii) the applicable Post-Closing Guild Claims concerning those Covered Pictures that are subject to collective bargaining agreements with certain of the Guilds; *provided*, *however*, that upon timely delivery by Purchaser of the Guild Closing Items, all Pre-Existing Guild Claims will be satisfied and discharged in accordance with the Guild Note. The applicable Pre-Existing Guild Liens will be retained as to each applicable Covered Picture purchased by the Buyer to secure performance by Buyer in connection with Post-Closing Guild Claims with respect to that applicable Covered Picture.

Z. **Assumption of Post-Closing Claims of FMSMF, AFM, and Equity (UK)**. Upon Closing, the Buyer will acquire the Acquired Assets and assume Post-Closing FMSMF Claims, Post-Closing AFM Claims or Post-Closing Equity (UK) Claims concerning those Covered Pictures that are subject to collective bargaining agreements with FMSMF, AFM or Equity (UK), as applicable.

AA. **No Successor Liability**. The Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, principals, directors, officers, and shareholders (or equivalent) will have no obligations with respect to any liabilities of the Debtors other than those liabilities expressly assumed under, or pursuant to, the Stalking Horse APA (the "**Assumed Liabilities**").

BB. The Transaction (i) does not amount to a consolidation, merger, or de facto merger of the Buyer and the Debtors and/or the Debtors' estates; (ii) there is not substantial continuity between the Buyer and the Debtors; (iii) there is no common identity between the Debtors and the Buyer; (iv) there is no continuity of enterprise between the Debtors and the

Buyer; (v) the Buyer is not a mere continuation of the Debtors or their estates; and (vi) the Buyer does not constitute a successor to the Debtors or their estates. Other than the Assumed Liabilities, the Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, directors, officers, principals, and shareholders (or equivalent) will have no obligations with respect to any liabilities of the Debtors including, without limitation, all "claims" (as defined in section 101(5) of the Bankruptcy Code), liens, liabilities, interests, rights and encumbrances, mortgages, restrictions, hypothecations, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, equity interests, conditional sale rights or other title retention agreements, pledges, judgments, demands, rights of first refusal, consent rights, rights of offset, contract rights, recoupment rights, rights of recovery, reimbursement rights, contribution claims, indemnity rights, exoneration rights, product liability claims, claims arising under PACA (as defined below), alter-ego claims, environmental rights and claims, labor rights and claims, employment rights and claims, pension rights and claims, tax claims, regulatory violations, decrees of any court or foreign or domestic governmental or quasi-governmental entity, charges or any kind or nature, debts arising in any way in connection with any agreements, acts or failures to act, reclamation rights and claims, obligation claims, demands, guaranties, option rights or claims, and all other matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unified, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to or subsequent to the commencement of these chapter 11 cases and whether imposed by agreement, understanding, law, rule, equity, or otherwise (but, for the avoidance of doubt, in each case prior to the Closing)

(collectively, the "**Excluded Liabilities**"). The Bankruptcy Court finds that the Buyer would not have acquired the Acquired Assets but for the foregoing protections against potential claims, including those based upon "successor liability" theories.

CC. **No Fraudulent Transfer**. The Transaction is not for the purpose of hindering, delaying, or defrauding creditors. Neither the Debtors nor the Buyer are, or will be, entering into the Transaction fraudulently.

DD. **Fair Consideration**. The consideration provided for under the Stalking Horse APA constitutes reasonably equivalent value and fair and/or adequate consideration as those terms are defined in, and within the contemplation of, the Bankruptcy Code, other laws of the United States, any state, territory, possession, or the District of Columbia, and each of the Uniform Fraudulent Transfer Act and Uniform Fraudulent Conveyance Act. The Stalking Horse APA represents a fair and reasonable offer to purchase the Acquired Assets and assume the Assumed Liabilities under the circumstances of the Debtors' chapter 11 cases. Approval of the Stalking Horse APA and the consummation of the Transaction are in the best interests of the Debtors, their estates, their creditors, and all other parties in interest.

EE. **Compliance with Bankruptcy Code**. The consummation of the Transaction will be legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation Bankruptcy Code sections 105(a), 363(b), 363(f), 363(m), 365(b), and 365(f), and all of the applicable requirements of such sections have been, or will be, complied with in respect of the Transaction as of the date the Transaction is consummated (the "**Closing Date**").

FF. **Transaction Not a Sub Rosa Plan**. The sale of the Acquired Assets and the assignment of the Assumed Liabilities outside of a plan of reorganization or liquidation pursuant

to the Stalking Horse APA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a plan of reorganization or liquidation for the Debtors. The Transaction does not constitute a *sub rosa* chapter 11 plan.

GG. **Time is of the Essence**. Time is of the essence in consummating the Transaction. In order to maximize the value of the Debtors' estates, it is essential that the sale of the Acquired Assets and the assignment of the Assumed Contracts and Leases occur within the time constraints set forth in the Stalking Horse APA. Specifically, the Transaction must be approved and consummated promptly in order to preserve the viability of the Debtors' business as a going concern, to maximize the value to the Debtors and their estates to the benefit of their creditors. Accordingly, there is cause to waive the stays imposed by Bankruptcy Rules 6004(h), 6006(d) and 7062.

The Transaction contemplated by the Stalking Horse APA is in the best interests of the Debtors and their estates, creditors, interest holders, and all other parties in interest herein; and it is therefore,

ORDERED, ADJUDGED AND DECREED THAT:

1. **Relief Granted**. The relief requested in the Sale Motion is granted in its entirety.

2. **Objections Overruled**. All objections and responses to the Sale Motion, this Order, or the relief granted herein that have not been overruled, withdrawn, waived, settled, or otherwise resolved, are hereby overruled and denied on the merits with prejudice. Heatherden Securities LLC's objection to the Motion on the grounds that the Debtors' entry into the Sale was an ultra vires action is overruled on a final basis for the reasons stated on the record at the Bidding Procedures Hearing.

3. **Prior Findings of Fact and Conclusions of Law**. The Bankruptcy Court's findings of fact and conclusions of law in the Bidding Procedures Order and the record of the Bidding Procedures Hearing are incorporated herein by reference.

4. **Approval**. The Stalking Horse APA and the Transaction are hereby approved and authorized in all respects, and the Debtors are hereby authorized and empowered to enter into, and to perform their obligations under, the Stalking Horse APA and to execute and perform such agreements or documents and take such other actions as are necessary or desirable to effectuate the terms of the Stalking Horse APA.

5. **Good Faith Buyer**. The Buyer is a good faith purchaser of the Acquired Assets and is hereby granted all of the protections provided to a good faith purchaser under section 363(m) of the Bankruptcy Code. Pursuant to section 363(m) of the Bankruptcy Code, if any or all of the provisions of this Order are hereafter reversed, modified, or vacated by a subsequent order of the Bankruptcy Court or any other court, such reversal, modification, or vacatur will not affect the validity and enforceability of any sale, transfer, or assignment under the Stalking Horse APA or obligation or right granted pursuant to the terms of this Order (unless stayed pending appeal prior to the Closing Date) and, notwithstanding any reversal, modification, or vacatur, any sale, transfer or assignment will be governed in all respects by the original provisions of this Order or the Stalking Horse APA, as the case may be.

6. **Section 363(n) of the Bankruptcy Code**. The Transaction shall not be subject to avoidance and shall not be the basis of any recovery or damages under section 363(n) of the Bankruptcy Code.

7. **Authorization of Performance by the Debtors**. Without any further corporate action or orders of the Bankruptcy Court, the Debtors are authorized to fully perform under,

consummate, and implement the terms of the Stalking Horse APA together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Stalking Horse APA, this Order, and the Transaction, including, without limitation, deeds, assignments, stock powers, transfers of membership interests and other instruments of transfer, and to take all further actions as the Buyer may reasonably request for the purpose of assigning, transferring, granting, and conveying to the Buyer, or reducing to the Buyer's possession any or all of the Acquired Assets.

8. The Debtors are authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units, any and all certificates, agreements, or amendments necessary or appropriate to effectuate the Transaction, any related agreements and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors may determine are necessary or appropriate. The execution of any such document or the taking of any such action will be, and hereby is, deemed conclusive evidence of the authority of such person to so act.

9. The Buyer will have no obligation to proceed with the Closing until all conditions precedent to its obligations to do so have been met, satisfied, or waived in accordance with the terms of the Stalking Horse APA.

10. **Valid Transfer**. Pursuant to sections 363(b) and 363(f) of the Bankruptcy Code, effective as of the Closing, the sale of the Acquired Assets to, and the assumption of the Assumed Liabilities by, the Buyer shall constitute a legal, valid, and effective transfer of the

Acquired Assets and the Assumed Liabilities notwithstanding any requirement for approval or consent by any person, and will vest the Buyer with all right, title, and interest of the Debtors in, and to, the Acquired Assets, free and clear of all Liens. Pursuant to section 365(a) of the Bankruptcy Code, the assumption by the Debtors of the Assumed Contracts and Leases by the Buyer and their assignment to the Buyer constitutes a legal, valid, and effective delegation of any and all obligations, liabilities, and claims in respect thereof to the Buyer and divests the Debtors and their affiliates of all liability with respect to the Assumed Contracts and Leases.

11. **Free and Clear**. Pursuant to sections 105, 363(b), and 363(f) of the Bankruptcy Code, upon the occurrence of the Closing and except to the extent specifically provided in the Stalking Horse APA, the Debtors shall be, and hereby are, authorized, empowered, and directed, to sell the Acquired Assets and assume and assign the Assumed Contracts and Leases to the Buyer. As of the Closing Date, the Buyer shall be vested with all right, title, and interest of the Debtors to the Acquired Assets free and clear (other than Permitted Exceptions and those Liens securing Assumed Liabilities) of any and all Liens and Excluded Liabilities. All Liens shall attach to the proceeds of the sale of the Acquired Assets with the same priority, validity, force, and effect as they had in, or against, the Acquired Assets immediately prior to the Closing. The Sale Motion shall be deemed, by virtue of the of the Sale Notice's requirement that any objection to the sale free and clear of liens, claims, encumbrances and other interests be filed on or before the Sale Order Objection Deadline, to provide sufficient notice of the sale of the Acquired Assets free and clear of all Liens and Excluded Liabilities in accordance with Local Rule 6004-1. Following the Closing, no holder of any Lien on any Acquired Assets (other than Permitted Exceptions and those Liens securing Assumed Liabilities) may interfere with the Buyer's use

and enjoyment of the Acquired Assets based on or related to such Lien, or on any actions that the Debtors may take in their chapter 11 cases.

12. The term "**Liens**" shall include, among other things, any and all liens, encumbrances, pledges, mortgages, deeds of trust, security interests, claims (as defined in section 101(5) of the Bankruptcy Code), leases, charges, options, rights of first refusal, easements, servitudes, proxies, voting trusts or agreements, transfer restrictions under any shareholder or similar agreement or encumbrances or any other right of a third party whatsoever, including, without limitation, the following: (1) any labor agreements; (2) all mortgages, deeds of trust, and security interests, (3) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of any Debtor; (4) any other employee, workers' compensation, occupational disease, or unemployment or temporary disability related claim, including, without limitations, claims that might otherwise arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, as amended, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Worker Adjustment and Retraining Act of 1988, (g) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (h) the Americans with Disabilities Act of 1990, (i) the Consolidated Omnibus Budget Reconciliation Act of 1985, (j) state discrimination laws, (k) state unemployment compensation laws or any other similar state laws, or (l) any other state or federal benefits or claims relating to any employment with any of the Debtors or any of their respective predecessors; (5) any bulk sales or similar law; (6) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; (7) any theories of successor liability, including, without limitation, any theories on

product liability grounds; (8) any interests arising under the Perishable Agricultural Commodities Act, 7 U.S.C. § 499a *et seq*. ("**PACA**"); and (9) any environmental or other liens, claims (as defined in section 101(5) of the Bankruptcy Code), encumbrances, obligations, liabilities, contractual commitments, or interests of any kind or nature arising from existing conditions on, or prior to, the Closing (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or waste) that may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, *et seq*., or other state statute.

13. As of the Closing Date, the Buyer shall be vested with all right, title, and interest of the Debtors in all assets that are collateral under the Ultimates Facility free and clear of any and all Liens and Excluded Liabilities to the extent that the indefeasible payment to the Ultimates Agent, for the benefit of the Ultimates Lenders, of cash in an amount sufficient to satisfy all Obligations under the Ultimates Facility is made as contemplated by the Stalking Horse APA.

14. As of the Closing Date, the Buyer shall be vested with all right, title, and interest of the Debtors to any assets that are collateral under the P&A Facility because the Transaction provides for the payment to the P&A Agent, for the benefit of the Post-Release P&A Lenders, of cash in an amount sufficient to satisfy any obligation under the P&A Facility that is secured by an Acquired Asset.

15. For avoidance of doubt, the Buyer is not purchasing any assets or property that secure any obligations with respect to the P&A Facility, as it relates to the Pre-Release P&A Lender (including, for the avoidance of doubt, the Specified Collateral), or Production Loans

and, as a result, neither the Pre-Release P&A Lenders nor the Production Lenders have any Liens on any Acquired Assets.

16. As of the Closing Date, the Buyer shall be vested with all right, title, and interest of the Debtors to the Acquired Assets subject to the Liens of the Guilds set forth in the Stalking Horse APA and in Paragraph YY ~~Y~~ *supra*.

17. The provisions of this Order authorizing the sale of the Acquired Assets free and clear of Liens and Excluded Liabilities shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order.

18. **Assumption of Certain Other Post-Closing Claim**. Upon Closing, the Buyer shall assume the Post-Closing FMSMF Claims, Post-Closing AFM Claims and Post-Closing Equity (UK) Claims concerning those Covered Pictures that are subject to collective bargaining agreements with FMSMF, AFM or Equity (UK), as applicable.

19. **Direction to Creditors**. On the Closing Date each of the Debtors' creditors is directed to execute such documents and take all other actions as may be reasonably necessary to release its Liens on the Acquired Assets, if any. If, before Closing, any person or entity that has filed financing statements, mortgages, mechanics liens, *lis pendens*, or other documents, instruments, notices, or agreements evidencing any Lien against, or on, the Acquired Assets fails to deliver (in proper form for filing and executed by the appropriate parties) corresponding termination statements, releases, or instruments of satisfaction to the Debtors, (a) the Debtors and the Buyer each are authorized to execute and file such termination statements, releases, instruments of satisfaction, or other documents on behalf of such person or entity; and (b) the

Debtors and the Buyer each are authorized to file, register, or otherwise record a certified copy of this Order which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens on or against the Acquired Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, local, tribal, or foreign government agency, department or office.

20. **Direction to Government Agencies**. Each and every filing agent, filing officer, title agent, recording agency, governmental department, secretary of state, federal, state, and local official and any other person and entity who may be required by operation of law, the duties of their office, or contract to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in, or to, the Acquired Assets, is hereby authorized and directed to accept any and all documents and instruments necessary or appropriate to consummate the Transaction and this Order. All the entities described above in this paragraph are authorized and specifically directed to strike all recorded Liens against the Acquired Assets from their records, official and otherwise.

21. **Direction to Surrender Possession or Control**. All persons or entities, presently or on or after the Closing Date, in possession or control of some or all of the Acquired Assets are directed to surrender possession or control of the Acquired Assets to the Buyer on the Closing Date or at such time thereafter as the Buyer may request.

22. **Licenses and Permits**. To the extent provided in the Stalking Horse APA and under applicable law, as of the Closing Date, the Buyer shall be authorized to operate under any license, permit, registration, and any other governmental authorization or approval of the Debtors with respect to the Acquired Assets and the Assumed Contracts and Leases, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to

have been, and hereby are, transferred to the Buyer as of the Closing Date. To the extent any license or permit necessary for the operation of the Debtors' business is determined not to be an executory contract assumable and assignable under section 365 of the Bankruptcy Code, the Buyer shall apply for and obtain any necessary license or permit as reasonably as practicable after the Closing Date and such licenses or permits of the Debtors shall remain in place for the Buyer's benefit until new licenses and permits are obtained.

23. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Acquired Assets or the Assumed Contracts and Leases sold, transferred, assigned, or conveyed to the Buyer on account of the filing or pendency of these chapter 11 cases or the consummation of the Transaction.

24. **Transfer of Title and Interests**. All of the Debtors' interests in the Acquired Assets and the Assumed Contracts and Leases shall be, as of the Closing Date and upon the occurrence of the Closing, transferred to, and vested in, the Buyer. Upon the occurrence of the Closing, this Order shall be considered, and constitute for any and all purposes, a full and complete general assignment, conveyance, and transfer of the Acquired Assets and the Debtors' interests under the Assumed Contracts and Leases, and a bill of sale or assignment transferring indefeasible title in the Acquired Assets and interest in the Assumed Contracts and Leases, to the Buyer.

25. **Fair Consideration**. The consideration provided by the Buyer to the Debtors pursuant to the Stalking Horse APA for the purchase of the Acquired Assets and assignment of the Assumed Contracts and Leases shall be deemed to constitute reasonably equivalent value and fair consideration under, and the Transaction shall not constitute a fraudulent transfer or

fraudulent conveyance under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and under the laws of the United States, any state, territory, possession or the District of Columbia.

26. **No Successor Liability**. The Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, officers, directors, principals, and shareholders (or equivalent) are not, and shall not be, (a) deemed a "successor" in any respect to the Debtors or their estates as a result of the consummation of the Transaction or any other event occurring in the chapter 11 cases under any theory of law or equity; (b) deemed to have, de facto or otherwise, merged or consolidated with, or into, the Debtors or their estates; (c) deemed to have a common identity with the Debtors; (d) deemed to have a continuity of enterprise with the Debtors; or (e) deemed to be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors. The Buyer shall not assume, nor be deemed to assume or in any way be responsible for, any Excluded Liabilities, any bulk sales law, successor liability, liability, or responsibility for any claim against the Debtors or against an insider of the Debtors or similar liability, except as otherwise expressly provided in the Stalking Horse APA. The Sale Motion contains sufficient notice of such limitation in accordance with Local Rule 6004-1. Except for the Assumed Liabilities, the transfer of the Acquired Assets and the Assumed Contracts and Leases to the Buyer under the Stalking Horse APA shall not result in (i) the Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, officers, directors, principals, and shareholders (or equivalent), or the Acquired Assets having any liability or responsibility for any claim against the Debtors or against an insider of the Debtors (including, without limitation, Excluded Liabilities); (ii) the Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, officers, directors, principals,

and shareholders (or equivalent), or the Acquired Assets having any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any Liens or Excluded Liabilities; or (iii) the Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, officers, directors, principals, and shareholders (or equivalent), or the Acquired Assets having any liability or responsibility to the Debtors, except as is expressly set forth in the Stalking Horse APA. In the event that Buyer elects to be treated as a successor employer under section 3121(a)(1) of the Internal Revenue Code, or makes an election to assume, on an employee by employee basis, immigration-related liabilities with respect to former employees of the Debtors hired by the Buyer, the Buyer shall not by reason of any such election be deemed to have assumed any other liabilities or to be a successor for any other purpose.

27. Without limiting the effect or scope of the foregoing, as of the Closing Date, the Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, officers, directors, principals, and shareholders (or equivalent) shall have no successor or vicarious liabilities of any kind or character, including, without limitation, any theory of antitrust, environmental, successor, or transferee liability, labor law, de facto merger or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, without limitation, liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to, the Acquired Assets or the Assumed Contracts and Leases prior to the Closing.

28. **Injunction**. Except to the extent expressly included in the Assumed Liabilities, all persons and entities, including, without limitation, the Debtors, the Debtors' affiliates, officers, directors, employees, former employees, equity holders, successors, assigns, all administrative agencies, governmental units (as defined in section 101(27) of the Bankruptcy Code), tax and regulatory authorities, secretaries of state, federal, state and local officials, secured and unsecured creditors, contract parties, bidders for any of the Debtors' assets, lessors, warehousemen, customs brokers, freight forwarders, carriers and other parties in possession of any of the Acquired Assets at any time, holders of Liens against, or on, the Acquired Assets or the Debtors' interests in the Acquired Assets, holders of claims arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the Assumed Contracts and Leases, the Excluded Assets (as defined in the Stalking Horse APA), the operation of the Debtors' business before the Closing Date, the Transaction, or the transfer of the Acquired Assets or of the Assumed Contracts and Leases to the Buyer, shall be, and hereby are, forever barred, stopped, and permanently enjoined from asserting, prosecuting, commencing, continuing, or otherwise pursuing in any manner any action, claim, or other proceeding of any kind, directly or indirectly, against the Buyer, or any affiliates, predecessor, successors, or assigns thereof and each of their respective current and former members, officers, directors, managed funds, investment advisors, attorneys, employees, partners, principals, affiliates, shareholders (or equivalent), financial advisors, and representatives (each of the foregoing in its individual capacity), their property or the Acquired Assets. Actions that are barred hereby include, without limitation, (i) the commencement or continuation of any action or other proceeding; (ii) the enforcement, attachment, collection, or recovery of any judgment, award, decree or order; (iii) the creation, perfection, or enforcement of any lien, claim, interest, or encumbrance; (iv) the

assertion of any right of setoff, subrogation, or recoupment of any kind; (v) the commencement or continuation of any action that does not comply, or is inconsistent, with the provisions of this Order; (vi) any actions contemplated or taken in respect hereof or the Stalking Horse APA; and (vii) the revocation, termination, or failure or refusal to renew any license, permit, registration, or governmental authorization or approval to operate any of the Acquired Assets or conduct the businesses associated with the Acquired Assets. Following the Closing Date, no holder of a Lien on the Debtors' interests in the Acquired Assets shall interfere with the Buyer's title to or use and enjoyment of any of the Acquired Assets.

29. **No Bulk Sales; No Brokers**. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Transaction. No brokers were involved in consummating the Transaction, and no brokers' commissions shall be due to any person or entity in connection with the Transaction. The Buyer is not obligated to pay any fee or commission or like payment to any broker, finder, or financial advisor as a result of the consummation of the Transaction. Notwithstanding the foregoing, the Debtors may be obligated to pay their financial advisor or investment banker for services rendered in connection with the sale in accordance with other orders of this Court.

30. **Fees and Expenses**. If the Successful Bidder is a party other than the Stalking Horse Bidder, any amounts payable by the Debtors under the Stalking Horse APA or any of the documents delivered by the Debtors in connection with the Stalking Horse APA, including without limitation, any allowed claims for breach thereof and the purchase price adjustment amount, if any, shall be paid in the manner provided in the Stalking Horse APA without further order of the Bankruptcy Court, shall be an allowed administrative claim against the Debtors in an amount equal to such payments in accordance with sections 503(b) and 507(a)(2) of the

Bankruptcy Code, and shall not be discharged, modified, or otherwise affected by any plan of reorganization or liquidation for the Debtors to be confirmed in these chapter 11 cases, except upon written agreement by the Buyer or its successors or assigns.

31. **Assumption and Assignment of Assumed Contracts and Leases**. Under sections 105(a), 363, and 365 of the Bankruptcy Code and subject to, and conditioned upon, the closing of the Transaction, the Debtors' assumption and assignment of the Assumed Contracts and Leases to the Buyer free and clear of all Liens and Excluded Liabilities pursuant to the terms set forth in the Stalking Horse APA, as modified by the terms of any amendment reached by the Buyer with the applicable counterparty, is hereby approved, and the requirements of sections 365(b)(1) and 365(b(2) (including to the extent, if any, modified by section 365(b)(3)) of the Bankruptcy Code with respect thereto are hereby deemed satisfied. Except as set forth in this Order, each counterparty to the Assumed Contracts and Leases is hereby forever barred, estopped, and permanently enjoined from raising or asserting against the Debtors or the Buyer, or the property of any of them, any assignment fee, default, breach, claim, pecuniary loss, liability, or obligation (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, known or unknown, liquidated or unliquidated senior or subordinate) arising under or out of, in connection with, or in any way related to, the Assumed Contracts and Leases existing as of the Closing Date or arising by reason of the Closing.

32. On and after the Closing, the Assumed Contracts and Leases shall be valid and binding and in full force and effect and enforceable by the Buyer in accordance with their respective terms. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested with all right, title, and interest of the Debtors under the Assumed Contracts and Leases, subject solely to the payment of the applicable

Cure Amounts, if any. The assignment of each of the Assumed Contracts and Leases are entitled to all of the protections of section 363(m) of the Bankruptcy Code.

33. **Anti-Assignment Provisions Unenforceable**. No provisions of the Assumed Contracts and Leases that purport to (a) prohibit, restrict, or condition the Debtors' assumption of the Assumed Contracts and Leases or their assignment to the Buyer, including, without limitation, those conditioning such assumption or assignment on the consent of the applicable non-Debtor counterparty; (b) authorize the termination, cancellation, or modification of the Assumed Contracts and Leases based on the filing of a bankruptcy case, the financial condition of the Debtors, or similar circumstances; (c) declare a breach or default as a result of a change in control in respect of the Debtors; or (d) provide for additional payments, penalties, conditions, renewals, extensions, charges, other financial accommodations in favor of the non-Debtor counterparty, or modification of any term or condition, shall have any force and effect. Except as may be provided by a separate order of the Bankruptcy Court, all non-Debtor counterparties to the Assumed Contracts and Leases shall be deemed to have consented to the assumption of their respective Assumed Contracts and Leases and their assignment to the Buyer.

34. **No Fees for Assumption and Assignment**. There shall be no rent accelerations, assignment fees, increases, or any other fees charged to the Buyer, its successors or assigns, or the Debtors as a result of the assumption and assignment of the Assumed Contracts and Leases.

35. **Cure Amounts.** All defaults under each of the Assumed Contracts and Leases, if any, shall be deemed cured by the payment or other satisfaction of the applicable Cure Amount, the payment of which is hereby authorized.

36. **Objections to Assumption and Assignment**. Except as provided herein, all objections have been overruled, withdrawn, waived, settled, or otherwise resolved. Any

objections as to Cure Amounts that have not been resolved shall be heard at the earliest possible date after the Closing. The pendency of a dispute relating to a particular Assumed Contract or Lease shall not prevent or delay the assumption and assignment of any other Assumed Contracts and Leases or the Closing. The Buyer and the Debtors shall reasonably cooperate with one another regarding the prosecution of any litigation relating to final determination of Cure Amounts.

37. Any non-Debtor counterparty to the Assumed Contracts and Leases who has not filed an objection by the deadline set forth in the Notice of Assignment and Cure shall be forever barred from objecting to the assumption and/or assignment of such Assumed Contract or Lease, or asserting any amounts, other than the scheduled Cure Amount, with respect to such Assumed Contract or Lease, and such Assumed Contract or Lease shall be assumed by the Debtors and assigned to the Buyer on the Closing Date, subject solely to the payment of the Cure Amount, if any.

38. **Direction to Assumed Contracts and Leases Counterparties**. All counterparties to the Assumed Contracts and Leases shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Buyer, and shall not charge the Buyer for, any instruments, applications, consents, or other documents that may be required or requested by any party or entity to effectuate the applicable transfer and assignment.

39. **Release and Discharge**. Other than the Assumed Liabilities, the Buyer and its affiliates and their respective successors, assigns, members, partners, officers, directors, principals, and shareholders (or equivalent) shall have no obligations with respect to any liabilities of the Debtors, including, without limitation, the Excluded Liabilities; and, upon consummation of the Transaction, the Debtors and their estates are deemed to release and forever

discharge the Buyer and its affiliates and their respective successors, assigns, members, partners, officers, directors, principals, and shareholders (or equivalent) from any and all claims, causes of action, obligations, liabilities, demands, losses, costs, and expenses of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, relating to the Transaction, the sale of the Acquired Assets and the assignment of the Assumed Contracts and Leases, except for the Assumed Liabilities.

40. **Amendments**. Subject to the terms of the Stalking Horse APA and without the need for further action or order of the Bankruptcy Court, the Stalking Horse APA and any related agreements may be modified, amended, or supplemented by agreement of the Debtors and the Buyer. Any such modification, amendment, or supplement must not have a material and adverse effect on the Debtors and their estates. Any material modification, amendment, or supplement to the Stalking Horse APA that has an adverse effect on the Debtors and their estates must be approved by Order of the Bankruptcy Court following a motion on notice to all interested parties, which Order may be sought on an expedited basis. Any modification or amendment to the Stalking Horse APA with respect to the payment to be made to the Ultimates Agent shall not be effective unless first consented to by the Ultimates Agent in writing.

41. **Failure to Specify Provisions**. The failure specifically to mention any particular provisions of the Stalking Horse APA or any related agreements in this Order shall not diminish or impair the effectiveness of such provision; it being the intent of the Bankruptcy Court, the Debtors, and the Buyer that the Stalking Horse APA and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Order.

42. **Binding Order**. This Order and the Stalking Horse APA shall be binding upon, and govern the acts of, all persons and entities, including, without limitation, the Debtors and the Buyer, their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee hereinafter appointed for any of the Debtors' estates or any trustee or trustees appointed in a chapter 7 case or cases if any of these chapter 11 cases are converted from chapter 11, all creditors of any Debtor (whether known or unknown), all non-Debtor parties to the Assumed Contracts and Leases, filing agents, filing officers, title agents, recording agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in, or to, the Acquired Assets. The Stalking Horse APA and the Transaction shall not be subject to rejection or avoidance under any circumstances. This Order and the Stalking Horse APA shall inure to the benefit of the Debtors, their estates, their creditors, the Buyer, and its successors and assigns. All of the provisions of this Order are nonseverable and mutually dependent.

43. **Allocation of Consideration**. Except for the payments to be made with respect to the Ultimates Facility and as otherwise provided in the Stalking Horse APA, all rights of the respective Debtors' estates with respect to the allocation of consideration received from the Buyer in connection with the Transaction (including, without limitation, the value of the assumption of any Assumed Liabilities) are expressly reserved for later determination by the Bankruptcy Court and, to the extent consideration is received by any Debtor that is determined to be allocable to another Debtor, such other Debtor shall have a claim against the recipient Debtor

with the status of an expense of administration in the case of the recipient Debtor under section 503(b) of the Bankruptcy Code.

44. **No Stay of Order**. Notwithstanding Bankruptcy Rules 6004(h), 6006(d) and 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. Any party objecting to this Order must exercise due diligence in filing an appeal and obtaining a stay prior to the Closing or risk its appeal being foreclosed as moot.

45. **Lift of Automatic Stay**. The automatic stay in effect under section 362 of the Bankruptcy Code is hereby lifted to the extent necessary, without further order of the Bankruptcy Court, to allow the Buyer to take any and all actions permitted under the Stalking Horse APA, including, without limitation, terminating the Stalking Horse APA, in each case in accordance with the terms and conditions thereof.

46. **Retention of Jurisdiction**. The Bankruptcy Court shall retain jurisdiction to (a) interpret, implement, and enforce the terms and provisions of this Order, the Bidding Procedures Order, and the Stalking Horse APA, including, without limitation, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith; and (b) decide any issues or disputes concerning this Order and the Stalking Horse APA or the rights and duties of the parties hereunder or thereunder, including, without limitation, the interpretation of the terms, conditions, and provisions hereof and thereof, the status, nature, and extent of the Acquired Assets and any matters relating to the assumption or assignment of the Assumed Contracts and Leases.

47. **Subsequent Plan Provisions**. Nothing contained in any chapter 1 l plan to be confirmed in these chapter 11 cases or any order to be entered in these cases (including any order entered after conversion of these chapter 11 cases to cases under chapter 7 of the Bankruptcy

Code) shall alter, conflict with, or derogate from, the provisions of the Stalking Horse APA or this Order.

48. **Further Assurances**. From time to time, as and when requested, all parties shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the requesting party may reasonably deem necessary or desirable to consummate the Transaction, including, without limitation, such actions as may be necessary to vest, perfect, or confirm or record or otherwise in the Buyer its right, title and interest in and to the Acquired Asset and the Assumed Contracts and Leases.

49. **Governing Terms**. To the extent this Order is inconsistent with any prior order or pleading in these chapter 11 cases, the terms of this Order shall govern. To the extent there is any inconsistency between the terms of this Order and the terms of the Stalking Horse APA (including all ancillary documents executed in connection therewith), the terms of the Stalking Horse APA and such documents shall govern.

Dated: New York, New York

_____,2015

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UNITED STATES BANKRUPTCY JUDGE