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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

RELATIVITY FASHION, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 15-11989 (MEW)

(Jointly Administered)

**NOTICE OF SUCCESSFUL BIDDER FOR SALE OF SUBSTANTIALLY ALL OF THE  
DEBTORS' TELEVISION ASSETS AND PROPOSED FORM OF SALE ORDER**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On August 28, 2015, the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) entered the *Order (A) Establishing Bid Procedures for the Sale of Substantially All of the Debtors' Assets, (B) Approving Stalking Horse APA and*

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<sup>1</sup> 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.

*Bidding Protections, and (C) Granting Certain Related Relief* (Docket No. 314), as amended by Order of the Court on September 1, 2015 (Docket No. 356) (collectively, the “**Bidding Procedures Order**”).<sup>1</sup> Copies of the Bidding Procedures Order may be obtained by accessing the website maintained by the Debtors’ claims and noticing agent, Donlin, Recano & Company, Inc., at <https://www.donlinrecano.com/relativity>.

2. Pursuant to the Bidding Procedures Order, the Debtors solicited bids both for (a) substantially all of the Debtors’ assets and (b) for certain individual assets that were either (i) excluded from the assets proposed to be purchased by the Stalking Horse Bidder or (ii) included in the Stalking Horse asset purchase agreement. No single or aggregate bids were received for substantially all of the Debtors’ assets and thus no bids were deemed Qualified Bids.

3. Prior to the Auction, the Stalking Horse Bidder amended the Stalking Horse APA to acquire substantially all of the Debtors’ television assets but not the film, sports or music businesses. The amendment reduced the Stalking Horse Bidder’s \$250 million credit bid for substantially all of the Debtors’ assets to a \$125 million credit bid for the purchase of only the Relativity television business (the “**TV Business**”). The Debtors intend for the remainder of the Debtors’ assets to form the basis of a plan of reorganization.

4. Attached hereto as Exhibit 1 is the current proposed form of Sale Order.

5. Attached hereto as Exhibit 2 is a comparison of the proposed form of Sale Order, against the version that was last filed with the Court on August 28, 2015 (Docket No. 348, Exh. 3).

6. Information with respect to adequate assurance of future performance can be found on the website maintained by the Debtors’ claims and noticing agent, Donlin, Recano & Company,

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Bidding Procedures Order.

Inc., at <https://www.donlinrecano.com/Clients/rm/Static/adequateassurance> and will be further updated the week of October 5, 2015.

7. A hearing before the Bankruptcy Court to approve the successful bid on the TV Business is scheduled for October 5, 2015 at 1:00 p.m. (ET).

Dated: October 2, 2015

**JONES DAY**

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**EXHIBIT 1**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

RELATIVITY FASHION, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 15-11989 (MEW)

(Jointly Administered)

**ORDER (A) APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS’  
TELEVISION 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**”)<sup>2</sup> [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 “**Sellers’ Assets**”) free and clear of all Liens (as defined below), (ii) authorizing entry into an asset purchase agreement for the sale of the Sellers’ Assets, and (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

<sup>1</sup> The Debtors in these chapter 11 cases are set forth on page (i).

<sup>2</sup> 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.

“**Bidding Procedures Hearing**”) and the Bankruptcy Court having entered an order, dated August 28, 2015 (the “**Bidding Procedures Order**”) [Dkt. No. 369], 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; the Auction having occurred and the Debtors having concluded the Auction with a sale of the television-related assets as set forth in Schedule 1 (the “**Acquired Assets**”) of that certain Third Amended and Restated Asset Purchase Agreement, dated as of October 2, 2015 (as amended, the “**Stalking Horse APA**”) by and among the Debtors and RM Bidder LLC (the “**Buyer**”), for the sale of the Acquired Assets and to consummate the transactions contemplated thereby (the “**Transaction**”); 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], [*the Supplemental Declaration of Dr. Brian G. Kushner in Support of Debtors’ Request for an Order Approving the Sale of*



*Substantially all of the Debtors' Television Assets Free and Clear of Liens, Claims, Interests and Encumbrances*] [Dkt. No. to be filed], and the [*Supplemental Declaration of Timothy R. Coleman in Support of Debtors' Request for an Order Approving the Sale of Substantially all of the Debtors' Television Assets Free and Clear of Liens, Claims, Interests and Encumbrances*] [Dkt. No. to be filed] and these chapter 11 cases and proceedings, and after due deliberation thereon, and good cause appearing therefor;

**IT IS HEREBY FOUND AND DETERMINED THAT:**<sup>3</sup>

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

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<sup>3</sup> 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.

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 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 3, 2015.

E. In accordance with, and as provided by, the Bidding Procedures Order, Notice of Assignment and Cure having been served on all of the non-Debtor counterparties to the Assumed Contracts and Leases, by first class mail with the Contract and Cure Schedule either (a) having been posted to the Donlin Recano website at <https://www.donlinrecano.com/Clients/rm/Static/curennotice> for Contracts and Cure Schedules on September 3, 4, 5, 16 and 28 as noted therein and or (b) individual notices having been mailed to contract counterparties in the event the contract was marked confidential on the Contracts and Cure Schedule. The electronic and paper copies of the Contracts and Cure Schedule appended to 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; *provided, however*, that the objection period for the Notice of Assignment and Cure mailed on September 28, 2015 has not passed as of the date of this Order.

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 of the Non-Objecting Contract Counterparties (as defined below). As to all Non-Objecting Contract Counterparties, 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)(1)(B) of the Bankruptcy Code. As to all Non-Objecting Contract Counterparties, 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 (the “**Non-Objecting Contract Counterparties**”) are deemed to have consented to all of the foregoing. The objections of non-Debtor parties to the Assumed Contracts and Leases that either (1) filed objections to the proposed assumption, assignment, or Cure Amount<sup>4</sup> or (2) were noticed on September 28, 2015 (collectively, the “**Unresolved Cure/Adequate Assurance Objections**”) are preserved and will be addressed at hearing to take place of October 14, 2014, or subsequent hearing(s) (the “**Adequate Assurance Hearing**”).

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, those Liens securing Assumed Liabilities, and the Post-Closing Musician Obligations), 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

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<sup>4</sup> Objections filed by (i) Shoutz, Inc. (Dkt. 449); (ii) Catfish Picture Company, LLC (Dkt. 471); (iii) Showtime Networks Inc. (Dkt. 487); (iv) Scripps Networks, LLC (Dkt. 528, 713); (v) Viacom International (Dkt. 576); (vi) NLP Ventures LLC (Dkt. 578); (vii) A&E Television Networks, LLC (Dkt. 586); (viii) Ratner and Rat Entertainment, Inc. (Dkt. 590); (ix) Discovery Communications, LLC (Dkt. 592, 719); and (x) Twentieth Century Fox Entertainment LLC (Dkt. 695).

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, if any, 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. **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 Acquired Assets, if any, and (ii) the applicable Post-Closing Guild Claims concerning those Acquired Assets 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.

Y. **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 Acquired Assets that are subject to collective bargaining agreements with FMSMF, AFM or Equity (UK), as applicable. The Debtors are selling the Acquired Assets subject to any and all obligations to pay residuals which shall become due and owing on and after the Closing Date in favor of the FMSMF and the AFM pursuant to the terms of any and all collective bargaining agreements, payroll agreements and/or related assumption agreements (the “**Post-Closing Musician Obligations**”). The Buyer shall execute in favor of the AFM and FMSMF assumption agreements in the form set forth in the collective bargaining agreement with respect to the films included in the Acquired Assets which are currently subject to the terms of any and all collective bargaining agreements, payroll agreement and/or related assumption agreements.

Z. **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 and in this Order (the “**Assumed Liabilities**”).

AA. 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.

BB. **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.

CC. **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.

DD. **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”).

EE. **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.

FF. **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 no 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; *provided*,

*however*, the Unresolved Cure/Adequate Assurance Objections are expressly preserved and will be addressed at the Adequate Assurance 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, those Liens securing Assumed Liabilities, and the Post-Closing Musician Obligations) 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 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, those Liens securing Assumed Liabilities, and the Post-Closing Musician Obligations) 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. For the avoidance of doubt, the Buyer is not acquiring the Excluded Assets, which comprise, *inter alia*, any and all actual or potential claims and causes of action in favor of the Debtors and their estates against any and all third parties, including actions arising under Chapter 5 of the Bankruptcy Code and applicable non-bankruptcy law, tort claims, and director and officer claims (collectively, “**Retained Claims**”). In furtherance of the settlement among the Debtors, the Official Committee of Unsecured Creditors (the “**Committee**”) and the Buyer regarding the Committee’s objections to the Sale Procedures Motion and the DIP Financing Motion, the Retained Claims shall be fully preserved and retained for the benefit of the Debtors’ estates and unsecured creditors, and the Committee (or such representative of the Debtors’ estates and unsecured creditors selected by the Committee as may be identified in a confirmed Chapter 11 Plan for the Debtors’ (or appointed by Order of the Court) shall be authorized to prosecute or settle the Retained Claims on behalf of the Debtors’ estates.

14. 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 X *supra* and subject to the Post-Closing Music Obligations.

15. Buyer shall abide by the Debtors' privacy policies with respect to employee records.

16. 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.

17. **Creditors' Trust.** Upon Closing, the Debtors shall transfer \$2 million previously allocated in the Debtors' DIP Budget into a segregated account to be maintained by counsel for the Committee until such time as a post-confirmation creditors' trustee, or such other estate representative selected by the Committee, is appointed pursuant to a confirmed chapter 11 plan to facilitate, among other things, the investigation, prosecution and/ or settlement of any Retained Claims not otherwise released pursuant to such Plan or Order of the Court.

18. **Assumption of Certain Other Post-Closing Claim.** Upon Closing, the Buyer shall execute assumption agreements applicable to each Acquired Asset to evidence its going forward responsibility for the Post-Closing Musician Obligations, and shall assume the Post-Closing FMSMF Claims, Post-Closing AFM Claims and Post-Closing Equity (UK) Claims concerning those Acquired Assets that are subject to collective bargaining agreements with FMSMF, AFM or Equity (UK), as applicable.

19. **Direction to Creditors.** On the Closing Date, except for such of Debtors' creditors whose liens shall remain attached to the Acquired Assets pursuant to this Order and the Stalking Horse APA, 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. **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 that is a Non-Objecting Contract Counterparty 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.

31. 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.

32. **Anti-Assignment Provisions Unenforceable.** No provisions of the Assumed Contracts and Leases to which a Non-Objecting Contract Counterparty is a counterparty 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-Objecting Contract 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.

33. **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.

34. **Cure Amounts.** All defaults under any of the Assumed Contracts or Leases to which a Non-Objecting Contract Counterparty is a counterparty, if any, shall be deemed cured by

the payment or other satisfaction of the applicable Cure Amount, the payment of which is hereby authorized.

35. **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 Adequate Assurance Hearing. The pendency of a dispute relating to a particular Assumed Contract or Lease shall not, unless otherwise determined by the Buyer, 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.

36. Any Non-Objecting Contract Counterparty 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.

37. **Direction to Assumed Contracts and Leases Counterparties.** All counterparties to any Assumed Contracts and Leases to which a Non-Objecting Contract Counterparty is a counterparty 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.

38. **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.

39. **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.

40. **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.

41. **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.

42. **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.

43. **No Stay of Order.** Notwithstanding Bankruptcy Rules 60049h), 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 risk its appeal being foreclosed as moot.

44. **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.

45. **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.

46. **Subsequent Plan Provisions.** Nothing contained in any chapter 11 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.

47. **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.

48. **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

**EXHIBIT 2**



**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

RELATIVITY FASHION, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 15-11989 (MEW)

(Jointly Administered)

**ORDER (A) APPROVING THE SALE OF SUBSTANTIALLY ALL  
OF THE DEBTORS' TELEVISION 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**”)<sup>2</sup> [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 Sellers’ 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,~~an asset purchase agreement for the sale of the ~~Acquired Assets (as amended, the~~ “**Sellers’ Assets**, and (iii) authorizing the assumption and assignment of certain executory contracts and unexpired leases (the executory

<sup>1</sup> The Debtors in these chapter 11 cases are set forth on page (i).

<sup>2</sup> 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.

contracts and unexpired leases that are proposed to be assumed and assigned pursuant to the  
Stalking Horse APA”); ~~by and among the Debtors and RM Bidder LLC (the “Buyer”) and~~  
~~consummate the transactions contemplated thereby (the “Transaction”), and, (the “Assumed~~  
Contracts and Leases”)); after holding a hearing on August 25, 2015 (the

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.

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~~(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 28, 2015 (the “**Bidding Procedures Order**”) [Dkt. No. 369], 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; the Auction having occurred and the Debtors having concluded the Auction with a sale of the television-related assets as set forth in Schedule 1 (the “Acquired Assets”) of that certain Third Amended and Restated Asset Purchase Agreement, dated as of October 2, 2015 (as amended, the “Stalking Horse APA”) by and among the Debtors and RM Bidder LLC (the “Buyer”), for the sale of the Acquired Assets and to consummate the transactions contemplated thereby (the “Transaction”); 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], *[the Supplemental Declaration of Dr. Brian G. Kushner in Support of Debtors' Request for an Order Approving the Sale of Substantially all of the Debtors' Television Assets Free and Clear of Liens, Claims, Interests and Encumbrances]* [Dkt. No. to be filed], and the *[Supplemental Declaration of Timothy R. Coleman in Support of Debtors' Request for an Order Approving the Sale of Substantially all of the Debtors' Television Assets Free and Clear of Liens, Claims, Interests and Encumbrances]* [Dkt. No. to be filed] and these chapter 11 cases and proceedings, and after due deliberation thereon, and good cause appearing therefor;

**IT IS HEREBY FOUND AND DETERMINED THAT:**<sup>3</sup>

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

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<sup>3</sup> 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.

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 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 4]3, 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 having been served on all of the non-Debtor counterparties to the Assumed Contracts and Leases, by first class mail. ~~The~~ with the Contract and Cure Schedule either (a) having been posted to the Donlin Recano website at <https://www.donlinrecano.com/Clients/rm/Static/curennotice> for Contracts and Cure Schedules on September 3, 4, 5, 16 and 28 as noted therein and or (b) individual notices having been mailed to contract counterparties in the event the contract was marked confidential on the Contracts and Cure Schedule. The electronic and paper copies of the Contracts and Cure Schedule appended to 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; [provided, however, that the objection period for the Notice of Assignment and Cure mailed on September 28, 2015 has not passed as of the date of this Order.](#)

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~~ [of the Non-Objecting Contract Counterparties \(as defined below\). As to all Non-Objecting Contract Counterparties, 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)(1)(B) of the Bankruptcy Code. ~~The~~As to all Non-Objecting Contract Counterparties, 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 (the “Non-Objecting Contract Counterparties”) are deemed to have consented to all of the foregoing. The objections of non-Debtor parties to the Assumed Contracts and Leases that either (1) filed objections to the proposed assumption, assignment, or Cure Amount<sup>4</sup> or (2) were noticed on September 28, 2015 (collectively, the “Unresolved Cure/Adequate Assurance Objections”) are preserved and will be addressed at hearing to take place of October 14, 2014, or subsequent hearing(s) (the “Adequate Assurance Hearing”).

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, and the Post-Closing Musician Obligations), 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.

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<sup>4</sup> Objections filed by (i) Shoutz, Inc. (Dkt. 449); (ii) Catfish Picture Company, LLC (Dkt. 471); (iii) Showtime Networks Inc. (Dkt. 487); (iv) Scripps Networks, LLC (Dkt. 528, 713); (v) Viacom International (Dkt. 576); (vi) NLP Ventures LLC (Dkt. 578); (vii) A&E Television Networks, LLC (Dkt. 586); (viii) Ratner and Rat Entertainment, Inc. (Dkt. 590); (ix) Discovery Communications, LLC (Dkt. 592, 719); and (x) Twentieth Century Fox Entertainment LLC (Dkt. 695).

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, if any, 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 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.~~

~~YX.~~ **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~~Acquired Assets, if any, and (~~iii~~) the applicable Post-Closing Guild Claims concerning those ~~Covered Pictures~~Acquired Assets 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.

~~ZY.~~ **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~~Acquired Assets that are subject to collective bargaining agreements with FMSMF, AFM or Equity (UK), as applicable. The Debtors are selling the Acquired Assets subject to any and all obligations to pay residuals which shall become due and owing on and after the Closing Date in favor of the FMSMF and the AFM pursuant to the terms of any and all collective bargaining agreements, payroll agreements and/or related assumption agreements (the “Post-Closing Musician Obligations”). The Buyer shall execute in favor of the AFM and FMSMF assumption agreements in the form set forth in the collective bargaining agreement with

respect to the films included in the Acquired Assets which are currently subject to the terms of any and all collective bargaining agreements, payroll agreement and/or related assumption agreements.

~~AAZ~~. **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 and in this Order (the “**Assumed Liabilities**”).

~~BBAA~~. 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.

~~ECBB~~. **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.

~~DDCC~~. **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~~DD. **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").

~~FE~~EE. **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~~FF. **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 no 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;~~ provided, however, the Unresolved Cure/Adequate Assurance Objections are expressly preserved and will be addressed at the Adequate Assurance 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, and the Post-Closing Musician Obligations) 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, and the Post-Closing Musician Obligations) 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, ~~θ~~(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. For the avoidance of doubt, the Buyer is not acquiring the Excluded Assets, which comprise, *inter alia*, any and all actual or potential claims and causes of action in favor of the Debtors and their estates against any and all third parties, including actions arising under Chapter 5 of the Bankruptcy Code and applicable non-bankruptcy law, tort claims, and director and

officer claims (collectively, “Retained Claims”). In furtherance of the settlement among the Debtors, the Official Committee of Unsecured Creditors (the “Committee”) and the Buyer regarding the Committee’s objections to the Sale Procedures Motion and the DIP Financing Motion, the Retained Claims shall be fully preserved and retained for the benefit of the Debtors’ estates and unsecured creditors, and the Committee (or such representative of the Debtors’ estates and unsecured creditors selected by the Committee as may be identified in a confirmed Chapter 11 Plan for the Debtors’ (or appointed by Order of the Court) shall be authorized to prosecute or settle the Retained Claims on behalf of the Debtors’ estates.

~~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~~14. 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* and subject to the Post-Closing Music Obligations.

15. Buyer shall abide by the Debtors' privacy policies with respect to employee records.

~~17~~16. 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.

17. **Creditors' Trust.** Upon Closing, the Debtors shall transfer \$2 million previously allocated in the Debtors' DIP Budget into a segregated account to be maintained by counsel for the Committee until such time as a post-confirmation creditors' trustee, or such other estate representative selected by the Committee, is appointed pursuant to a confirmed chapter 11 plan to facilitate, among other things, the investigation, prosecution and/ or settlement of any Retained Claims not otherwise released pursuant to such Plan or Order of the Court.

18. **Assumption of Certain Other Post-Closing Claim.** Upon Closing, the Buyer shall execute assumption agreements applicable to each Acquired Asset to evidence its going forward responsibility for the Post-Closing Musician Obligations, and shall assume the Post-Closing FMSMF Claims, Post-Closing AFM Claims and Post-Closing Equity (UK) Claims



concerning those ~~Covered Pictures~~Acquired Assets that are subject to collective bargaining agreements with FMSMF, AFM or Equity (UK), as applicable.

19. **Direction to Creditors.** On the Closing Date, except for such of Debtors' creditors whose liens shall remain attached to the Acquired Assets pursuant to this Order and the Stalking Horse APA, 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.~~

3130. **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 [that is a Non-Objecting Contract Counterparty](#) 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.

~~3231~~. 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.

~~3332~~. **Anti-Assignment Provisions Unenforceable**. No provisions of the Assumed Contracts and Leases [to which a Non-Objecting Contract Counterparty is a counterparty](#) 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; ~~0~~(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~~Non-Objecting Contract 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~~33. **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~~34. **Cure Amounts.** All defaults under ~~each~~any of the Assumed Contracts ~~and/or~~ Leases to which a Non-Objecting Contract Counterparty is a counterparty, 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~~35. **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~~Adequate Assurance Hearing. The pendency of a dispute relating to a particular Assumed Contract or Lease shall not, unless otherwise determined by the Buyer, 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.

~~3736.~~ 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~~Non-Objecting Contract Counterparty 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.

~~3837.~~ **Direction to Assumed Contracts and Leases Counterparties.** All counterparties to ~~the~~any Assumed Contracts and Leases to which a Non-Objecting Contract Counterparty is a counterparty 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.

~~3938.~~ **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~~39. **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~~40. **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~~41. **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~~42. **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~~43. **No Stay of Order.** Notwithstanding Bankruptcy Rules ~~6004~~(60049h), 6006(d) and 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be ~~self-executing~~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~~44. **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~~45. **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~~46. **Subsequent Plan Provisions**. Nothing contained in any chapter 11 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~~47. **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~~48. **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

<b>Summary report:</b>	
<b>Litéra® Change-Pro TDC 7.5.0.96 Document comparison done on 10/2/2015 7:36:44 PM</b>	
<b>Style name:</b> JD Color With Moves	
<b>Intelligent Table Comparison:</b> Inactive	
<b>Original DMS:</b> iw://NAI/NAI/1500467726/10	
<b>Modified DMS:</b> iw://NAI/NAI/1500467726/11	
<b>Changes:</b>	
<u>Add</u>	95
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<del>Move From</del>	4
<u>Move To</u>	4
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format Changes	0
<b>Total Changes:</b>	181