

**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)

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER CONFIRMING,  
PURSUANT TO SECTION 1129 OF THE BANKRUPTCY CODE, THE PLAN  
PROONENTS' FOURTH AMENDED PLAN OF REORGANIZATION  
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

The debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”), together with Ryan C. Kavanaugh (“Kavanaugh”) and Joseph G. Nicholas (“Nicholas” and, together with the Debtors and Kavanaugh, the “Plan Proponents”), each as a “proponent of the plan” under Section 1129 of title 11 of the United States Code (the “Bankruptcy Code”), seek confirmation of the *Plan Proponents’ Fourth Amended Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code*, dated February 8, 2016 [ECF No. 1572], (as it may be amended or modified from time to time in accordance with the terms thereof and of this Order, the “Plan”).<sup>2</sup>

**JURISDICTION AND VENUE**

This Court has jurisdiction over this matter and these Chapter 11 Cases pursuant to 28 U.S.C. § 1334. Venue in this district was proper as of the Petition Date pursuant to 28 U.S.C. §§ 1408 and 1409 and was, and continues to be, proper during these Chapter 11 Cases. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and this Court

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<sup>1</sup> The Debtors in these Chapter 11 Cases are as set forth on Exhibit A.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Bankruptcy Code, or the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), as the case may be.

has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed and to enter a Final Order with respect thereto.

### **THE CONFIRMATION HEARING**

The Court held the Confirmation Hearing on February 1 and 2, 2016. The following declarations and their exhibits were admitted into evidence:

- (a) The Declaration of Dana Brunetti dated as of January 30, 2016 [Docket No. 1503];
- (b) The Declaration of Joseph G. Nicholas dated as of January 30, 2016 [Docket No. 1504];
- (c) The Declaration of Matthew R. Niemann dated as of January 30, 2016 [Docket No. 1505];
- (d) The Declaration of Ronald E. Hohauser dated as of January 31, 2016 [Docket No. 1509]; and
- (e) The Declaration of Jung W. Song dated as of January 28, 2016 [Docket No. 1459] (the “Voting Declaration”).

The Court also (i) heard direct testimony by Mr. Nicholas, Mr. Niemann, and Marni Wieshofer; (ii) accepted the proffer of certain testimony by Mr. Hohauser and Ms. Wieshofer; (iii) received certain exhibits into evidence; and (iv) was informed of the terms of an agreement that has been reached between the Debtors and the VII Peaks Entities (the “VII Peaks Settlement”),<sup>3</sup> as reflected in a term sheet that was admitted into evidence at the Confirmation Hearing as Debtors’ Exhibit 37, and that will be the subject of a forthcoming motion for approval under Bankruptcy Rule 9019 (the “VII Peaks Settlement Approval Motion”). The Court further takes judicial notice of the sale of the assets of the TV Debtors to the Buyer, and of certain other

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<sup>3</sup> As used herein, the term “VII Peaks Entities” means VII Peaks Co-Optivist Income BDC II, Inc., VII Peaks Capital FBO Marquette and VII Peaks-R Holdings, Inc.

agreements and settlements that are integral to the Plan, including but not limited to those reflected in the following Filings:

- (a) *Stipulation And Agreed Order Regarding Objections To Claims And Tabulation Of Votes* between the Debtors, Cortland, and RM Bidder [Docket Nos. 1258 and 1368];
- (b) *Stipulation And Agreed Order Between The Debtors, The Directors Guild Of America, The Screen Actors Guild-American Federation Of Television And Radio Artists, The Writers Guild Of America West, Inc. And The Motion Picture Industry Pension And Health Plans Regarding Tabulation Of The Guilds' Ballots In Connection With Confirmation Of The Debtors' Plan Of Reorganization* [Docket Nos. 1212 and 1272];
- (c) *Stipulation And Agreed Order Regarding Assumption Of Certain Executory Contracts Between Twentieth Century Fox Home Entertainment LLC, FX Networks, LLC And The Debtors* [Docket Nos. 1312 and 1541];
- (d) *Stipulation And Agreed Order Between The Debtors, Riccardo Tisci And Riccardo Tisci S.R.L. Concerning The Motion Of Riccardo Tisci And Riccardo Tisci S.R.L. To Lift The Automatic Stay To Seek Arbitration* [Docket No. 1376];
- (e) *Stipulation and Agreed Order Regarding Withdrawal of Proof of Claim and Ballot by MICA Fund I, L.P.* [Docket Nos. 1400 and 1536];
- (f) *Stipulation and Agreed Order on Change of Vote for Chapter 11 Plan* by and among the Debtors, Kavanaugh, Nicholas, the Creditors' Committee and the Manchester Parties [Docket No. 1432];
- (g) *Stipulation And Agreed Order Regarding Voting In Favor Of Plan* by and among RKA Film Financing, LLC, Armored Car Productions, LLC, RML Somnia Films, LLC, DR Productions, LLC, RML Kidnap Films, LLC, RML Lazarus Films, LLC, RML Distribution Domestic, LLC, RMLDD Financing, LLC, Relativity Media, LLC and Ryan Kavanaugh [Docket No. 1434];
- (h) *Stipulation and Agreed Order Regarding Withdrawal of Proof of Claim and Ballot by LAMF, LCC* [Docket Nos. 1454 and 1535];
- (i) *Stipulation And Order* regarding claims of the Internal Revenue Service [Docket Nos. 1461 and 1521];
- (j) *Stipulation and Agreed Order Between United Talent Agency and Debtors Regarding United Talent Agency's Motion To Withdraw Its Plan Ballot* [Docket Nos. 1501 and 1520];

- (k) *Stipulation And Agreed Order Regarding Technicolor, Inc.* [Docket No. 1571];
- (l) *Stipulation And Agreed Order Approving Settlement Agreement* between the Creditors' Committee and the Manchester Parties [Docket Nos. 1223 and 1522]; and
- (m) *Stipulation And Agreed Order Resolving Kidnap Holdings LLC's Objections To Proposed Assumption Of Exclusive License Agreement And Confirmation Of Second Amended Plan Of Reorganization* [Docket Nos. 1517 and 1538] (the "Kidnap Stipulation").

### **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

The findings of fact and conclusions of law set forth herein constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. Most issues relevant to confirmation are mixed issues of law and fact. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

A. Eligibility for Relief. The Debtors qualify as "debtors" under Section 109 of the Bankruptcy Code, and the Debtors, Kavanaugh and Nicholas are proper proponents of the Plan.

B. Commencement and Administration of the Chapter 11 Cases. The Debtors commenced their Chapter 11 Cases July 30, 2015, and have authority to operate their businesses and manage their properties as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases pursuant to Section 1104 of the Bankruptcy Code. In accordance with certain orders of this Court, the Chapter 11 Cases are being jointly administered pursuant to Bankruptcy Rule 1015(b).

C. Appointment of Statutory Committee. On August 7, 2015, the United States Trustee for the Southern District of New York (the “U.S. Trustee”), pursuant to Sections 1102(a) and (b) of the Bankruptcy Code, appointed certain unsecured creditors to the Creditors’ Committee to represent the interests of all unsecured creditors in these Chapter 11 Cases. The Creditors’ Committee consists of the following seven members: (i) Carat USA, Inc.; (ii) NBC Universal; (iii) Cinedigm Corp.; (iv) Technicolor, Inc.; (v) Allied Advertising Limited Partnership d/b/a Allied Integrated Marketing; (vi) Comen VFX LLC; and (vii) Create Advertising Group, LLC.

D. Judicial Notice. The Bankruptcy Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the Clerk of the Bankruptcy Court or its duly appointed agent, including, but not limited to, all pleadings and other documents Filed, all orders entered, and all evidence and arguments made, proffered, adduced, and/or presented at the various hearings held before the Bankruptcy Court during the pendency of the Chapter 11 Cases.

E. Solicitation and Notice. As evidenced by the Affidavits of Service,<sup>4</sup> the Solicitation Packages were transmitted and served in accordance with the terms of the Disclosure Statement Order. Under the circumstances of the Chapter 11 Cases, such service of the Solicitation Packages, together with the other notices delivered pursuant to the terms of the Disclosure Statement Order and the publication of notice of the Confirmation Hearing as set forth in the Publication Affidavit were (i) conducted in good faith, (ii) provided adequate and sufficient notice of the Confirmation Hearing and the other requirements, deadlines and matters related to Confirmation of the Plan, (iii) timely and properly served or published in compliance

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<sup>4</sup> See Affidavit of Service (Docket No. 1166) and Affidavit of Service (Docket No. 1235) (together, the “Affidavits of Service”).

with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and the Disclosure Statement Order and (iv) provided due process and an opportunity to appear and to be heard to all parties in interest. Because the foregoing transmittals, notices, and service were adequate and sufficient, no other or further notice is necessary or shall be required.

F. Voting. As evidenced by the Voting Declaration, votes on the Plan were solicited and tabulated fairly, in good faith and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and the Disclosure Statement Order. As set forth in the Voting Declaration, or to the extent changes to votes were approved by the Court pursuant to Bankruptcy Rule 3018, the following Classes of Claims voted to accept the Plan: Classes B1-B33; B35-B6; B58-B143 and B145 (TLA/TLB Secured Claims); Classes C5, C21, C108, C109 and C117 (Pre-Release P&A Secured Claims); Classes D8, D95, D109, D121 and D122 (Post-Release P&A Secured Claims); Classes E5 and E21 (Production Loan Secured Claims); Classes G1, G2, G6-G8, G10, G20, G24, G41, G47, G51, G77, G78, G80, G103, G109, G111, G112, G119, G126 and G130 (Secured Guilds Claims) and Classes J1-J145 (General Unsecured Claims). The only Classes of Claims and Interests who rejected the Plan are Classes K1-K145 (Subordinated Claims) and L1-L145 (Interests), to which no distributions are being made and who are deemed to have rejected the Plan as a result.

G. Burden of Proof. The Plan Proponents have the burden of proving all elements of Section 1129 of the Bankruptcy Code by a preponderance of the evidence, and the Plan Proponents, including each Debtor, have met that evidentiary burden to satisfy this applicable standard. Each witness who testified on behalf of the Plan Proponents at or in connection with the Confirmation Hearing was credible, reliable and qualified to testify as to the topics addressed in his or her testimony.

H. Plan Modifications. Any modifications to the Plan since the commencement of solicitation constitute immaterial modifications and/or do not adversely affect or change the treatment of any Claims or Interests without the consent of the holders of such Claims or Interests. Pursuant to Section 1127(b) of the Bankruptcy Code and Bankruptcy Rule 3019, such modifications do not require additional disclosure under Section 1125 of the Bankruptcy Code or the resolicitation of acceptances or rejections of the Plan under Section 1126 of the Bankruptcy Code, nor do they require that Holders of Claims against the Debtors be afforded an opportunity to change previously cast acceptances or rejections of the Plan. The filing and service of the Plan, as amended or modified from time to time, constitutes due and sufficient notice thereof under the circumstances of the Chapter 11 Cases. Accordingly, the Plan is properly before the Bankruptcy Court, and all votes cast with respect to the Second Amended Plan, and all changes to such votes that have been approved by the Court pursuant to Bankruptcy Rule 3018, shall be binding and shall apply with respect to the Plan.

I. Bankruptcy Rule 3016. The Plan is dated and identifies the Debtors, Kavanaugh and Nicholas as the Plan Proponents, thereby satisfying Bankruptcy Rule 3016(a). The Disclosure Statement and the Second Amended Plan were filed together under Docket No. 1143 in the Chapter 11 Cases, thereby satisfying Bankruptcy Rule 3016(b). The injunction, release and exculpation provisions in the Disclosure Statement and the Plan describe, in bold font and with specific and conspicuous language, all acts to be enjoined and identify the entities that will be subject to the injunction, thereby satisfying Bankruptcy Rule 3016(c).

J. Good Faith Solicitation and Section 1125(e) of the Bankruptcy Code. The Plan Proponents solicited votes with respect to the Plan in good faith and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and the

Disclosure Statement Order. Based on the record before the Bankruptcy Court in these Chapter 11 Cases, including, but not limited to, the evidence and testimony proffered, adduced or presented at the Confirmation Hearing, the Plan Proponents and their representatives (as applicable) have acted in “good faith” within the meaning of Section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules in connection with all of their respective activities relating to the Plan, and are entitled to the protections afforded by Section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Section X.D of the Plan.

K. Compliance with Section 1129(a)(1) of the Bankruptcy Code. The Plan complies with each applicable provision of the Bankruptcy Code. In particular, the Plan complies with the requirements of Sections 1122 and 1123 of the Bankruptcy Code as follows:

1. Section 1122 of the Bankruptcy Code. In accordance with Section 1122(a) of the Bankruptcy Code, Section II.B of the Plan classifies each Claim against and Interest in each of the Debtors into a Class containing only substantially similar Claims asserted against or Interests in each such Debtor;
2. Section 1123(a)(1) of the Bankruptcy Code. In accordance with Section 1123(a)(1) of the Bankruptcy Code, Section II.B of the Plan properly classifies all Claims and Interests that require classification;
3. Section 1123(a)(2) of the Bankruptcy Code. In accordance with Section 1123(a)(2) of the Bankruptcy Code, Section II.B of the Plan properly identifies and describes each Class of Claims and Interests that is not Impaired under the Plan;
4. Section 1123(a)(3) of the Bankruptcy Code. In accordance with Section 1123(a)(3) of the Bankruptcy Code, Section II.B of the Plan properly identifies and describes the treatment of each Class of Claims or Interests that is Impaired under the Plan;
5. Section 1123(a)(4) of the Bankruptcy Code. In accordance with Section 1123(a)(4) of the Bankruptcy Code, the Plan provides the same treatment for each Claim or Interest of a particular Class



pertaining to each Debtor unless the Holder of such a Claim or Interest has agreed to less favorable treatment;

6. Section 1123(a)(5) of the Bankruptcy Code. In accordance with Section 1123(a)(5) of the Bankruptcy Code, the Plan and the Exhibits thereto, combined with the conditions reflected in this Confirmation Order, provide adequate and proper means for the implementation of the Plan;
7. Section 1123(a)(6) of the Bankruptcy Code. The Revised Relativity Holdings Operating Agreement attached as Exhibit C to the Plan satisfies the requirements of Section 1123(a)(6) of the Bankruptcy Code;
8. Section 1123(a)(7) of the Bankruptcy Code. In accordance with Section 1123(a)(7) of the Bankruptcy Code, Section III.G.2 of the Plan contains appropriate provisions with respect to the selection of directors and officers;
9. Section 1123(b)(1) of the Bankruptcy Code. In accordance with Section 1123(b)(1) of the Bankruptcy Code, Section II.B of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims and Interests;
10. Section 1123(b)(2) of the Bankruptcy Code. In accordance with Section 1123(b)(2) of the Bankruptcy Code, Section IV and other provisions of the Plan provide for the assumption or rejection of the Executory Contracts or Unexpired Leases of the Debtors that have not been previously assumed, assumed and assigned or rejected pursuant to Section 365 of the Bankruptcy Code and orders of the Bankruptcy Court;
11. Section 1123(b)(3) of the Bankruptcy Code. In accordance with Section 1123(b)(3) of the Bankruptcy Code, Section III.I of the Plan retains certain Causes of Action of the Debtors;
12. Section 1123(b)(5) of the Bankruptcy Code. In accordance and in compliance with Section 1123(b)(5) of the Bankruptcy Code, the Plan properly modifies the rights of holders of Classes B1-B33; B35-B6; B58-B143 and B145 (TLA/TLB Secured Claims), Classes C5, C21, C108, C109 and C117 (Pre-Release P&A Secured Claims), Classes D8, D109 and D121 (Post-Release P&A Secured Claims), Classes E5 and E21 (Production Loan Secured Claims), Classes G1, G2, G6-G8, G10, G20, G24, G41, G47, G51, G77-G83, G87, G95, G96, G103, G109, G111, G112, G116, G119, G121 and G126 (Secured Guilds Claims), Classes J1-J145 (General Unsecured Claims), Classes K1-K145 (Subordinated

Claims) and Classes L1-L145 (Interests). The Plan also leaves unaffected the rights of holders in Claims in Classes A1-A145 (Priority Non-Tax Claims), F1, F2, F6-F8, F10, F20, F24, F41, F47, F51, F77-F83, F87, F95, F96, F103, F109, F111, F112, F116, F119, F121 and F126 (Ultimates Secured Claims), Classes H34 and H144 (Vine/Verite Secured Claim) and Classes I1-I145 (Other Secured Claims);

13. Section 1123(b)(6) of the Bankruptcy Code. In accordance with Section 1123(b)(6) of the Bankruptcy Code, the Plan includes additional appropriate provisions that are not inconsistent with applicable provisions of the Bankruptcy Code, including, without limitation, provisions (a) for distributions on account of Allowed Claims, (b) establishing procedures for resolving Disputed Claims and making distributions on account of such Disputed Claims once resolved, (c) regarding the discharge, release and injunction against the pursuit of Claims and termination of Interests, and (d) regarding the retention of the Bankruptcy Court's jurisdiction;
14. Section 1123(c) of the Bankruptcy Code. Section 1123(c) of the Bankruptcy Code is inapplicable to these Chapter 11 Cases; and
15. Section 1123(d) of the Bankruptcy Code. In accordance with Section 1123(d) of the Bankruptcy Code, Section IV.B of the Plan provides for cure of defaults associated with each Executory Contract or Unexpired Lease to be assumed pursuant to the Plan in accordance with Section 365(b)(1) of the Bankruptcy Code. All Claims relating to cure amounts will be determined in accordance with the underlying agreements and applicable law.

L. Plan Proponents' Compliance with Section 1129(a)(2) of the Bankruptcy

Code. The Plan Proponents have complied with the applicable provisions of the Bankruptcy

Code, thereby satisfying Section 1129(a)(2) of the Bankruptcy Code. Specifically:

1. the Plan Proponents have complied with applicable provisions of the Bankruptcy Code in filing and proposing the Plan; and
2. the Plan Proponents have complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Disclosure Statement Order in transmitting the Disclosure Statement, the Plan, the Ballots, and related documents and notices and in soliciting and tabulating votes on the Plan.

M. Compliance with Section 1129(a)(3) of the Bankruptcy Code. The Plan has been proposed in good faith and not by any means forbidden by law. The Chapter 11 Cases were filed with a good faith belief that the Debtors were in need of reorganization and the Plan was negotiated and proposed with the intention of accomplishing a successful reorganization, and for no ulterior purpose. The Plan fairly achieves a result consistent with the objectives and purposes of the Bankruptcy Code. In so finding, the Court has considered the totality of the circumstances in these Chapter 11 Cases. The Plan is the result of extensive good faith, arm's-length negotiations between the Plan Proponents, the Creditors' Committee, the Buyer, the Manchester Parties, RKA, Macquarie,<sup>5</sup> the Production Loan Lenders, the Ultimates Agent, and others and reflects substantial input from the principal constituencies having an interest in the Chapter 11 Cases. As evidenced by the overwhelming acceptance of the Plan, the Plan achieves the goal of consensual reorganization embodied by the Bankruptcy Code. The Plan Proponents and each of their respective officers, directors, employees, advisors and professionals (i) acted in good faith in negotiating, formulating, and proposing where applicable, the Plan and the agreements, compromises, settlements, transactions and transfers contemplated thereby and (ii) presently intend to act in good faith in proceeding to (a) consummate the Plan and the agreements, compromises, settlements, transactions, transfers and documentation contemplated in the Plan and Exhibits thereto, and (b) take any actions authorized and directed or contemplated by this Confirmation Order. Further, as described in greater detail below, the Plan's indemnification, exculpation, release and injunction provisions have been negotiated in good faith, are consensual and voluntary and are consistent with Sections 105, 1123(b)(6), 1129

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<sup>5</sup> As used herein, the term "Macquarie" means Macquarie US Trading LLC (as post-release agent) and Macquarie Investments US Inc. (as post-release lender by assignment from the original post-release lender).

and 1142 of the Bankruptcy Code and applicable law in this Circuit. Accordingly, the requirements of Section 1129(a)(3) of the Bankruptcy Code are satisfied.

N. Compliance with Section 1129(a)(4) of the Bankruptcy Code. No payment for services or costs and expenses in or in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been or will be made by a Debtor other than payments that have been approved or are subject to approval by the Bankruptcy Court as reasonable.

O. Compliance with Section 1129(a)(5) of the Bankruptcy Code. The Debtors have made the disclosures required by Section 1129(a)(5) of the Bankruptcy Code and the appointment or continuation in office of such directors and officers is consistent with the interests of creditors and equity security holders and with public policy, as required by Section 1129(a)(5).

P. Compliance with Section 1129(a)(6) of the Bankruptcy Code. Section 1129(a)(6) of the Bankruptcy Code is not applicable. The Plan does not provide for any changes in rates that require regulatory approval of any governmental agency.

Q. Compliance with Section 1129(a)(7) of the Bankruptcy Code. The Plan satisfies Section 1129(a)(7) of the Bankruptcy Code. The Disclosure Statement and the Liquidation Analysis attached thereto as Exhibit E and admitted into evidence at the Confirmation Hearing, and the other evidence proffered or adduced at the Confirmation Hearing establish that each Holder of a Claim or Interest in an Impaired Class that has not accepted the Plan will, on account of such Claim or Interest, receive or retain property under the Plan having a value, as of the Effective Date, that is not less than the amount that such Holder would so receive

or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on the Effective Date.

R. Compliance with Section 1129(a)(9) of the Bankruptcy Code. The Plan provides treatment for Administrative Claims, Priority Tax Claims and Priority Claims that are consistent with the requirements of Section 1129(a)(9) of the Bankruptcy Code.

S. Compliance with Section 1129(a)(10) of the Bankruptcy Code. Classes B1-B33; B35-B6; B58-B143 and B145 (TLA/TLB Secured Claims), Classes C5, C21, C108, C109 and C117 (Pre-Release P&A Secured Claims), Classes D8, D95, D109, D121 and D122 (Post-Release P&A Secured Claims), Classes E5 and E21 (Production Loan Secured Claims), Classes G1, G2, G6-G8, G10, G20, G24, G41, G47, G51, G77, G78, G80, G103, G109, G111, G112, G119, G126 and G130 (Secured Guilds Claims) and Classes J1-J145 (General Unsecured Claims) voted to accept the Plan by the requisite majorities, determined without including any acceptance of the Plan by and insider, thereby satisfying the requirements of Section 1129(a)(10) of the Bankruptcy Code.

T. Compliance with Section 1129(a)(11) of the Bankruptcy Code. The evidence proffered or adduced at the Confirmation Hearing, (i) is persuasive and credible, made in good faith and is based on reasonable and appropriate methodologies and assumptions, (ii) has not been controverted by other evidence and (iii) establishes that -- subject to the satisfaction of the conditions precedent to the Effective Date set forth in Sections VII.A.11 and VII.A.12 of the Plan -- Confirmation of the Plan is not likely to be followed by the liquidation or the need for the further financial reorganization of the Debtors (other than the potential dissolution of inactive Debtor entities that no longer serve an ongoing business purpose and the liquidation of which is

contemplated by the Plan). The Plan therefore satisfies the requirements of Section 1129(a)(11) of the Bankruptcy Code.

U. Compliance with Section 1129(a)(12) of the Bankruptcy Code. The Plan provides that Administrative Claims for fees payable pursuant to Section 1930 of title 28 of the United States Code will be paid by the Debtors in Cash equal to the amount of such Administrative Claims on or before the Effective Date. After the Effective Date, all fees payable pursuant to Section 1930 of title 28 of the United States Code will be paid by the applicable Reorganized Debtor until the earlier of the conversion or dismissal of the applicable Chapter 11 Case under Section 1112 of the Bankruptcy Code, or the closing of the applicable Chapter 11 Case pursuant to Section 350(a) of the Bankruptcy Code. The Plan therefore satisfies the requirements of Section 1129(a)(12) of the Bankruptcy Code.

V. Compliance with Section 1129(a)(13) of the Bankruptcy Code. The Debtors have no obligations to pay retiree benefits (as defined in Section 1114(a) of the Bankruptcy Code). Accordingly, the requirements of Section 1129(a)(13) of the Bankruptcy Code are not applicable in these Chapter 11 Cases.

W. Compliance with Section 1129(a)(14), (15) and (16) of the Bankruptcy Code. Sections 1129(a)(14), (15) and (16) of the Bankruptcy Code do not apply to the Chapter 11 Cases as the Debtors owe no domestic support obligations, are not individuals and are not nonprofit corporations.

X. Compliance with Section 1129(b) of the Bankruptcy Code. Although Classes K1-K145 (Subordinated Claims) and L1-L145 (Interests) are deemed to have rejected the Plan for purposes of Section 1129(a)(8) of the Bankruptcy Code, the Plan is confirmable pursuant to Section 1129(b) of the Bankruptcy Code notwithstanding such rejections because,

based upon the record before the Bankruptcy Court and the treatment provided to such Claims and Interests, the Plan does not discriminate unfairly against, and is fair and equitable with respect to, such Classes of Claims and Interests in such Classes, and the Plan satisfies all the requirements for confirmation set forth in Section 1129(a) of the Bankruptcy Code except Section 1129(a)(8) of the Bankruptcy Code.

Y. Compliance with Section 1129(c) of the Bankruptcy Code. The Plan is the only plan that has been Filed in the Chapter 11 Cases that has been found to satisfy the requirements of subsections (a) and (b) of Section 1129 of the Bankruptcy Code. Accordingly, the requirements of Section 1129(c) of the Bankruptcy Code are not applicable in these Chapter 11 Cases.

Z. Compliance with Section 1129(d) of the Bankruptcy Code. The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act of 1933, as amended (the “Securities Act”). Accordingly, the Plan satisfies the requirements of Section 1129(d) of the Bankruptcy Code.

AA. Compliance with Section 1129(e) of the Bankruptcy Code. None of the Chapter 11 Cases are small business cases within the meaning of the Bankruptcy Code. Accordingly, Section 1129(e) of the Bankruptcy Code is inapplicable to these Chapter 11 Cases.

BB. Satisfaction of Confirmation Requirements. Based upon the foregoing, and all other pleadings and evidence proffered or adduced at or prior to the Confirmation Hearing, and subject to the satisfaction of the conditions precedent to the Effective Date set forth in Sections VII.A.11 and VII.A.12 of the Plan relating, respectively, to the execution of final documentation with respect to the Exit Funding and the Trigger Street Transactions, the Plan and

the Plan Proponents satisfy all of the requirements for confirmation set forth in Section 1129 of the Bankruptcy Code.

CC. Findings With Respect To Implementing Documents. All documents and agreements necessary to implement the Plan, including, but not limited to, those contained in the Exhibits to the Plan, and all other relevant and necessary documents are essential elements of the Plan and have been, or shall be, negotiated in good faith and at arm's-length, and entry into and consummation of the transactions contemplated by each such document and agreement is in the best interests of the Debtors, their Estates, and the Holders of Claims and Interests and shall, upon completion of documentation and execution, be valid, binding, and enforceable agreements and not be in conflict with any federal, state or local law. The Debtors have exercised reasonable business judgment in determining which agreements to enter into and have provided sufficient and adequate notice of such documents and agreements.

DD. Findings With Respect To Treatment of Executory Contracts and Unexpired Leases. Pursuant to Sections 365 and 1123(b)(2) of the Bankruptcy Code, upon the occurrence of the Effective Date, Section IV of the Plan provides for the assumption or rejection of certain Executory Contracts and Unexpired Leases. The Debtors' determinations regarding the assumption or rejection of Executory Contracts and Unexpired Leases are based on and within the sound business judgment of the Debtors, are necessary to the implementation of the Plan and are in the best interests of the Debtors, their Estates, Holders of Claims and other parties in interest in the Chapter 11 Cases. Exhibit E to the Plan (as further amended, modified or supplemented from time to time) identifies Executory Contracts or Unexpired Leases designated for rejection, and the Debtors have provided notice to the affected counterparties of



the Debtors' determinations regarding the assumption of Executory Contracts or Unexpired Leases.

EE. Findings With Respect To Issuance of Reorganized Relativity Holdings Preferred Units, Reorganized Relativity Holdings Common Units and Reorganized Relativity Holdings Warrants. The authorization and issuance of the Reorganized Relativity Holdings Preferred Units, Reorganized Relativity Holdings Common Units and Reorganized Relativity Holdings Warrants pursuant to Sections III.A – III.C of the Plan is an essential element of the Plan and is in the best interests of the Debtors, their Estates and their creditors. Pursuant to Section 1145 of the Bankruptcy Code, authorization and issuance under the Plan of the Reorganized Relativity Holdings Preferred Units, Reorganized Relativity Holdings Common Units and Reorganized Relativity Holdings Warrants are exempt from the requirements of the Securities Act and all rules and regulations promulgated thereunder, and applicable state securities laws.

FF. Pursuant to Section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of notes or equity securities under or in connection with the Plan, including the (a) Reorganized Relativity Holdings Preferred Units, Reorganized Relativity Holdings Common Units and the Reorganized Relativity Holdings Warrants authorized pursuant to the Plan, (b) the creation of any mortgage, deed of trust or other security interest, (c) the making or assignment of any lease or sublease or (d) the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including any merger agreements or agreements of consolidation, deeds, bills of sale or assignments executed in connection with any of the transactions contemplated under the Plan (including without limitation the Restructuring Transactions, the New Financing, the Replacement P&A Notes, the

Replacement Production Loan Notes, the BidCo Note, the Revised Relativity Holdings Operating Agreement and the creation of the Litigation Trust), are not subject to any stamp, real Estate transfer, mortgage recording, or other similar tax.

GG. Jurisdiction With Respect to Release, Exculpation and Injunction Provisions. The Bankruptcy Court has jurisdiction under Sections 157 and 1334(a) and (b) of title 28 of the United States Code to approve the releases, exculpations and injunctions set forth in Section X of the Plan. Section 105(a) of the Bankruptcy Code permits issuance of the injunctions and approval of the releases and exculpations set forth in Section X of the Plan.

HH. Findings With Respect To Releases, Exculpation and Injunction. The release, exculpation, and injunction provisions set forth in the Plan (subject to the clarifications set forth in this Order) are fair, equitable, and reasonable, do not relieve any party of liability arising out of an act or omission constituting willful misconduct (including, but not limited to, fraud) or gross negligence, and with respect to releases of claims against non-Debtors, are binding only on Releasing Parties who have consented to those releases and on creditors who have consented to the granting of such releases either by voting in favor of the Plan, or by voting to reject the Plan but affirmatively electing to provide releases by checking the appropriate box on the ballot form.

II. Retention of Jurisdiction. Subject to Article XI of the Plan, the Bankruptcy Court may properly retain jurisdiction over any matter arising under the Bankruptcy Code, or arising in, or related to, the Chapter 11 Cases or the Plan, after Confirmation thereof and after the Effective Date, and any other matter or proceeding that is within the Bankruptcy Court's jurisdiction pursuant to 28 U.S.C. § 1334 or 28 U.S.C. § 157.

JJ. Findings With Respect To Objections. All parties have had a full and fair opportunity to litigate all issues raised in the objections filed with respect to confirmation of the Plan (the “Objections”), or which might have been raised, and the Objections have been fully considered by the Bankruptcy Court.

KK. Findings With Respect To Objection Of Netflix, Inc. For the reasons set forth on the record at the Confirmation Hearing, the Court finds that the Debtors may assume the agreements that are the subject of the *Objection of Netflix, Inc. To Assumption Of License Agreements Between The Debtors And Netflix And To Confirmation Of Plan Of Reorganization* [Docket No. 1352] (“Netflix Objection”) pursuant to Section 365(a) of the Bankruptcy Code. The Court further finds that there has been no default under such agreements, and that the Debtors have provided adequate assurance of future performance pursuant to Section 365(b)(1)(C) in order to assume such agreements.

LL. Findings With Respect To Waiver of Stay. Given the facts and circumstances of these Chapter 11 Cases, it is appropriate that the 14-day stay imposed by Bankruptcy Rules 3020(e) and 7062(a) be waived.

**ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AS FOLLOWS:**

1. Confirmatory Finding. The Plan shall not take effect and shall not be consummated except after the entry of the Confirmatory Finding by the Court. The Plan Proponents shall File with the Court (subject to such protections as are appropriate for confidential or proprietary information): (i) a declaration or declarations evidencing the execution of definitive documentation with respect to the Exit Funding and the Trigger Street Transactions, together with copies of such documentation; and (ii) a form of order containing the Confirmatory

Finding. Such Filing(s) shall be made at least two (2) Business Days prior to the proposed date of entry of the Confirmatory Finding and shall be served on parties in interest who have requested notice in these cases.

2. Confirmation of The Plan. Subject to the satisfaction of the conditions precedent to the Effective Date set forth in Sections VII.A.11 and VII.A.12 of the Plan relating, respectively, to the execution of final documentation with respect to the Exit Funding and the Trigger Street Transactions, and subject to the entry of the Confirmatory Finding pursuant to paragraph 1, above, the Plan and each of its provisions and Exhibits, and any related document (whether or not specifically approved or referred to herein) are CONFIRMED in their entirety in each and every respect, pursuant to Section 1129 of the Bankruptcy Code; provided, however, that if there is any direct conflict between the terms of the Plan and the terms of this Order, the terms of this Order shall control solely to the extent of the conflict. The terms of the Plan and the Exhibits thereto are incorporated herein by reference, and are an integral part of this Order.

3. Adjournment of Certain Objections. Notwithstanding anything provided for in this Order or in the Plan, the objections filed by the following parties (the “Adjourned Objections”) with respect to the assumption or rejection, as the case may be, of their Executory Contracts or Unexpired Leases with the Debtors and/or the cure payments associated therewith, or with respect to the characterization of such contracts as Executory Contracts, are hereby ADJOURNED until, at least, the hearing currently scheduled for **February 17, 2016 at 10:00 a.m. (E.T.)**, or such later date as may be agreed to by the parties: Google, Inc. [Docket No. 1309], Christie Digital Systems USA, Inc. [Docket No. 1315], Scrabble Ventures LLC [Docket No. 1316], QNO, LLC [Docket No. 1320], Viacom International, Inc. [Docket No. 1321], Sony Music Entertainment [Docket No. 1323], Digital Cinema Implementation Partners, LLC and

Kasima, LLC [Docket No. 1324], Comcast Spotlight, LLC and Comcast Cable Communications, LLC [Docket No. 1326], Bev/Early, LLC [Docket No. 1327], PureBrands, LLC [Docket No. 1328], Relativity Education, LLC [Docket No. 1329], Happy Walters [Docket No. 1333], IATM LLC et al [Docket No. 1336], Brett Ratner and Rat Entertainment, Inc. [Docket No. 1337], Nicholas Sparks Production, LLC [Docket Nos. 1341 & 1361], UniFi Completion Guaranty Insurance Solutions, Inc. as agent and attorney-in-fact for Homeland Insurance Company of New York (“UniFi”) [Docket No. 1342]; McDonald Productions [Docket No. 1375], Andrew Matthews [Docket No. 1388], The Weinstein Company LLC [Docket Nos. 1288 & 1392], Beverly Place, L.P [Docket No. 1346], Voltage Pictures, LLC [Docket No. 1363], Cinedigm Digital Cinema Corp. [Docket No. 1402], Film Nation International LLC [Docket No. 1407], LMB Holdings Limited [Docket No. 1408], EuropaCorp S.A. [Docket No. 1409]; EuropaCorp Films USA, Inc. [Docket No. 1411]; Universal Music Enterprises and Universal Music Publishing Group [Docket No. 1429]. For the avoidance of doubt, if any Unresolved Objection regards one or more potentially Executory Contracts, such contracts are neither assumed, rejected nor terminated until after the resolution of such objection, nor does this Order conclude that any such contract is in fact an Executory Contract. The status of such potentially Executory Contracts, if not resolved or adjourned by mutual agreement of the parties before the hearing currently scheduled for February 17, 2016 shall be resolved at that hearing, or on such later date as may be agreed to by the parties. The Debtors will engage in negotiations in good faith to seek a resolution of the Adjourned Objections.

4. Informal Objections. In addition to the above objections, the following parties have asserted unresolved informal objections with respect to the assumption or rejection of their contracts with the Debtors (the “Informal Objections,” and together with the Adjourned

Objections, the “Unresolved Objections”) that may also be heard at the February 17, 2016 hearing or thereafter, as the parties may agree: Lionsgate, I’ll Sleep When I’m Dead, LLC, Justin Adler, LA Libations, affiliates of EuropaCorp S.A., and DECE. The deadline for such parties to file their written objections will be established by separate order of the Court.

5. Netflix Objection. For the reasons set forth on the record at the Confirmation Hearing, and based upon the findings set forth above, Netflix’s objection with respect to the assumption of Executory Contracts between Netflix and certain of the Debtors is hereby OVERRULED.

6. VII Peaks Settlement Approval Motion. The parties’ request to shorten time with respect to the hearing on the VII Peaks Settlement Approval Motion is APPROVED, and the VII Peaks Settlement Approval Motion will be scheduled for hearing at **10:00 a.m. (E.T.) on February 17, 2016**. The VII Peaks Entities’ Objection to confirmation of the Plan [Docket No. 1353] is withdrawn as stated on the record at the Confirmation Hearing.

7. Disposition of Solace Objection. The distribution agreement for the picture *Solace* is assumed as of the Effective Date. The objections filed by certain parties (the “Solace Parties”) with respect to the assumption of the distribution agreement for the picture *Solace* [Docket Nos. 1103, 1345 and 1364] have been resolved pursuant to a separate agreement among the Debtors and the Solace Parties, the approval of which shall be the subject of a separate order of this Court.

8. Disposition of Remaining Objections. As set forth on the record at the Confirmation Hearing and in various documents Filed with the Court of which the Court has taken judicial notice as noted above, all Objections, other than the Unresolved Objections and the

Netflix Objection, have been withdrawn or resolved by agreement of the parties. All withdrawn objections or responses are hereby deemed withdrawn with prejudice.

9. Resolution of Intercreditor Disputes. To the extent that the condition set forth in Section VII.A.10 of the Plan regarding the entry into certain intercreditor agreements (the “Intercreditor Agreements”) to be entered into on or before the Effective Date, in accordance with the terms of the Replacement Production Loan Notes and Replacement Pre-Release P&A Notes, among CIT Bank, N.A., as agent, RKA and the Buyer, among others, is not satisfied, and one or more of the parties entering into such Intercreditor Agreements so requests, the Court will hear any motions to resolve any issues relating to such Intercreditor Agreements on shortened notice on February 17, 2016, or on such other date prior to the occurrence of the Effective Date as the Court may designate.

10. Occurrence of Effective Date. The Effective Date of the Plan shall occur on the date when the conditions set forth in Section VII.A of the Plan have been satisfied or, if applicable, have been waived in accordance with Section VII.B of the Plan, and when the conditions set forth in paragraph 1, above, have been satisfied.

11. Effect of Confirmation. Subject to the provisions of Section VII.A of the Plan and Bankruptcy Rule 3020(e), in accordance with Section 1141(a) of the Bankruptcy Code and notwithstanding any otherwise applicable law, upon the occurrence of the Effective Date, the terms of the Plan and this Order shall be binding upon, and inure to the benefit of: (a) the Debtors; (b) the Reorganized Debtors; (c) any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are Impaired under the Plan or whether the Holders of such Claims or Interests accepted, rejected or are deemed to have accepted or rejected the Plan); (d) any other person giving, acquiring or receiving property under the Plan; (e) any and all

non-Debtor parties to Executory Contracts or Unexpired Leases with any of the Debtors; and (f) the respective heirs, executors, administrators, trustees, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, guardians, successors or assigns, if any, of any of the foregoing. All settlements, compromises, releases, waivers, discharges, exculpations and injunctions set forth in the Plan shall be, and hereby are, effective and binding on all individuals, firms, corporations, partnerships, limited liability companies, joint ventures, associations, trusts, unincorporated organizations or other entities (each individually, a “Person”) who may have had standing to assert any settled, released, discharged, exculpated or enjoined causes of action, and no other Person or entity shall possess such standing to assert such causes of action after the Effective Date.

12. Implementation of the Plan. In accordance with Section 1142 of the Bankruptcy Code and Section 303 of the Delaware General Corporation Law and any comparable provisions of the business corporation law of any other state, country or subdivision thereof (collectively, the “Reorganization Effectuation Statutes”), upon occurrence of the Effective Date, without further action by the Bankruptcy Court or the stockholders, members, managers, partners or directors of any Debtor or Reorganized Debtor, the Debtors, the Reorganized Debtors, as well as the Chairman of the Board, Chief Executive Officer, President, Vice President, Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary of the appropriate Debtor or Reorganized Debtor, are authorized to: (a) take any and all actions necessary or appropriate to implement, effectuate and consummate the Plan, this Order or the transactions contemplated thereby or hereby, including, without limitation, those transactions identified in Section III of the Plan; and (b) execute and deliver, adopt or amend, as the case may be, any contracts, instruments, releases, agreements and documents necessary to implement, effectuate and consummate the Plan,



including without limitation, those contracts, instruments, releases, agreements and documents identified in Section III of the Plan.

13. Consent of Members Not Required. To the extent that, under applicable non-bankruptcy law, any of the foregoing actions would otherwise require the consent or approval of the stockholders, managers, members, partners or directors of any of the Debtors or Reorganized Debtors, this Order shall, pursuant to Section 1142 of the Bankruptcy Code and the Reorganization Effectuation Statutes, constitute such consent or approval, and such actions are deemed to have been taken by unanimous action of the directors, members, managers, partners or stockholders of the appropriate Debtor or Reorganized Debtor.

14. Acceptance of Documents By Governmental Agencies. Each federal, state, commonwealth, local, foreign or other governmental agency is hereby directed and authorized to accept any and all documents, mortgages and instruments necessary or appropriate to effectuate, implement or consummate the transactions contemplated by the Plan and this Order.

15. Approval of Transactions During Pendency Of Chapter 11 Cases. All transactions effected by the Debtors during the pendency of the Chapter 11 Cases from the Petition Date through the Confirmation Date are approved and ratified.

16. Approval of Deemed Substantive Consolidation. The deemed substantive consolidation of the Debtors for plan purposes only with respect to General Unsecured Claims in Classes J1-J145 is approved. For the avoidance of doubt, Prepetition Intercompany Claims shall be disallowed for purposes of distributions under the Plan as part of the deemed substantive consolidation of the Debtors.

17. Revesting of Assets in Reorganized Debtors. As set forth in Section III.D of the Plan and except as otherwise provided in the Plan (including with respect to the

Restructuring Transactions described in Section III.E.1 of the Plan): (a) as of the Effective Date, Reorganized Relativity Holdings will exist as a separate corporate entity, with all corporate powers in accordance with the laws of the state of Delaware and the certificates of formation and operating agreement appended to the Plan as Exhibit B and Exhibit C, respectively; (b) subject to the Restructuring Transactions, each of the Debtors will, as a Reorganized Debtor, continue to exist after the Effective Date as a separate legal entity, with all of the powers of such a legal entity under applicable law and without prejudice to any right to alter or terminate such existence (whether by merger, conversion, dissolution or otherwise) under applicable law; and (c) on the Effective Date, all property of the Estate of a Debtor, and any property acquired by a Debtor or Reorganized Debtor under the Plan, will vest, subject to the Restructuring Transactions, in the applicable Reorganized Debtors, free and clear of all Claims, liens, charges, other encumbrances, Interests and other interests, except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into or delivered in connection therewith.

18. Operation of Debtors' Business. On and after the Effective Date, each Reorganized Debtor may operate its business and may use, acquire and dispose of property and compromise or settle any claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan or this Order. Without limiting the foregoing, each Reorganized Debtor may pay the charges that it incurs on or after the Effective Date for appropriate Professionals' fees, disbursements, expenses or related support services (including fees and expenses relating to the preparation of Professionals' fee applications) without application to, or the approval of, the Bankruptcy Court.

19. Plan Distributions. On and after the Effective Date, distributions on account of Allowed Claims and the resolution and treatment of Disputed Claims shall be effectuated pursuant to Sections II and V of the Plan. The record date for distribution shall be the date of entry of this Order.

20. Discharge of Claims and Interests. As set forth in Section X.B of the Plan, except as provided in the Plan or in this Order, or in the Kidnap Stipulation and/or the Kidnap Side Letter, the rights afforded under the Plan and the treatment of Claims and Interests thereunder shall be in exchange for, and in complete satisfaction, discharge and release of, all Claims and Interests arising or existing on or before the Effective Date, including any interest accrued on Claims from and after the Petition Date. From and after the Effective Date, the Debtors shall be discharged from any and all Claims and Interests that arose or existed prior to the Effective Date, subject to the obligations of the Debtors under this Plan and under the Kidnap Stipulation and/or the Kidnap Side Letter.

21. The injunction, exculpation and release provisions in Article X of the Plan shall be effective in accordance with their terms; provided, however, that such exculpations and releases shall have no effect on the liability of any Released Party or Exculpated Party that results from any act or omission that is determined in a Final Order to have constituted gross negligence or willful misconduct (including fraud). In addition, and for the avoidance of doubt, creditors who are not themselves "Released Parties" shall not be bound by any releases of claims against non-Debtors except to the extent such creditors (i) voted in favor of the Plan, or (ii) voted to reject the Plan but checked a box indicating his, her or its willingness to grant such releases. Creditors who are not Released Parties are not giving third party releases except to the extent

they elected to do so by voting in favor of the Plan or providing a release even though they did not vote in favor of the Plan.

22. Release of Liens. Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into or delivered in connection therewith, on the Effective Date and consistent with the treatment provided for Claims and Interests in Section II of the Plan, the release and discharge of all mortgages, deeds of trust, liens or other security interests, including any liens granted as adequate protection against the property of any Estate, and except as otherwise provided in Plan, or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, are approved in all respects, are incorporated herein in their entirety, are so ordered and shall be immediately effective on the Effective Date without further order or action on the part of the Bankruptcy Court, *provided, however*, that this paragraph shall not apply to (i) any liens or other security interests of UniFi, and (ii) the obligations set forth in the Modified DIP Order, the DIP Credit Agreement, and the liens and security interests of the Successor DIP Agent, until the Manchester DIP Claims have been indefeasibly paid in full in Cash; *provided, further*, however, that with respect to liens granted under the Ultimates Credit Documents, the release of such liens shall be subject to execution of the Payoff Letter substantially in the form of Exhibit R to the Plan. As of the Effective Date, the Reorganized Debtors shall be authorized to execute and file on behalf of creditors Form UCC-3 Termination Statements or such other forms as may be necessary or appropriate to implement this Order and Section III.M of the Plan.

23. Injunction Regarding Interference With Implementation and Consummation of Plan. All entities holding Claims against or Interests in the Debtors that are treated under the Plan are hereby directed to execute, deliver, file or record any document, and to

take any action necessary to implement, consummate and otherwise effect the Plan in accordance with its terms, and all such entities shall be bound by the terms and provisions of all documents executed and delivered by them in connection with the Plan. Upon the entry of this Order, all entities holding Claims against or Interests in the Debtors that are treated under the Plan, and other parties in interest, along with their respective present or former employees, agents, officers, directors or principals, shall be enjoined from taking any actions to interfere with the implementation and consummation of the Plan.

24. Transfer of Collateral Encumbered by Vine/Verite Secured Claims.

Notwithstanding the treatment of the Allowed Vine/Verite Secured Claims set forth in Section II.C.8 of the Plan and the occurrence of the Effective Date, Debtors J & J Project, LLC and Yuma, Inc. shall make reasonable best efforts for a period of up to sixty (60) days following the Effective Date to work collaboratively with Vine Film Finance Fund II, L.P. to implement a transfer of the collateral encumbered by the Vine/Verite Secured Claims to Vine Film Finance Fund II, L.P., free and clear of any claims, liens, security interests, encumbrances, pledges, or interests of junior creditors or interest holders, including through a potential transfer under Bankruptcy Code § 363 as part of the Chapter 11 Cases or through an agreed upon foreclosure under state law, *provided, however*, that the Union Entities reserve all rights and remedies with respect to any such transfer.

25. Preservation of Causes of Action. Except as otherwise provided or referenced in the Plan or in any contract, instrument, release or other agreement entered into or delivered in connection with the Plan (including but not limited to the Kidnap Stipulation), in accordance with Section III.I of the Plan and Section 1123(b)(3) of the Bankruptcy Code, and to the fullest extent possible under applicable law, (i) the Reorganized Debtors will retain the Causes

of Action and the RKA Causes of Action, (ii) only the Reorganized Debtors will have the right to enforce and prosecute the RKA Causes of Action, and (iii) the Reorganized Debtors shall grant to the Litigation Trust the sole right to enforce and prosecute the Causes of Action in the name of the Reorganized Debtors, whether such Causes of Action arose before or after the Petition Date, including any actions specifically enumerated in Exhibit J to the Plan.

26. The Reorganized Debtors' and Litigation Trust's rights to commence, prosecute, or settle such RKA Causes of Action and Causes of Action, respectively, shall be preserved notwithstanding the occurrence of the Effective Date. The Reorganized Debtors or their successors, and/or the Litigation Trust, may pursue, or not pursue, such RKA Causes of Action and Causes of Action, as applicable, as they deem appropriate in their discretion. Nothing in this paragraph shall limit the rights of Kidnap Holdings LLC under the Kidnap Stipulation or the tripartite agreement attached thereto (the "Kidnap Side Letter").

27. No Person or Entity may rely on the absence of a specific reference in the Plan or Exhibits thereto, or the Disclosure Statement to any Causes of Action against them as any indication that the Litigation Trust will not pursue any and all available Causes of Action against them. Except with respect to Causes of Action as to which the Debtors' Estates, the Debtors or the Reorganized Debtors have released any Person or Entity on or prior to the Effective Date (pursuant to the Debtor Release, the 9019 Settlement Order, or otherwise), the Reorganized Debtors and the Litigation Trust, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Person or Entity, except as otherwise expressly provided in the Plan.

28. Survival of Corporate Indemnities. As set forth in Section IV.H of the Plan, any and all directors and officers liability and fiduciary insurance or tail policies in

existence as of the Effective Date shall be reinstated and continued in accordance with their terms and, to the extent applicable, shall be deemed assumed or assumed and assigned by the applicable Debtor or Reorganized Debtor, pursuant to Section 365 of the Bankruptcy Code and Section IV.A of the Plan. Each insurance carrier under such policies shall continue to honor their coverage obligation, if any, and administer the policies with respect to the Reorganized Debtors in the same manner and according to the same terms, conditions and practices applicable to the Debtors prior to the Effective Date.

29. As further set forth in Section IV.H of the Plan, the applicable Reorganized Debtor shall only be obligated to indemnify any person who is serving or has served as one of the Debtors' directors, officers, managers, employees or consultants at any time from and after the Petition Date for any losses, claims, costs, damages or Liabilities resulting from such person's service in such a capacity at any time from and after the Petition Date or as a director, officer, manager or employee of a Non-Debtor Affiliate at any time from and after the Petition Date, to the extent provided in the applicable certificates of incorporation, by-laws or similar constituent documents, by statutory law or by written agreement, policies or procedures of or with such Debtor. Such indemnification obligations shall survive and be unaffected by entry of this Order.

30. Entry into CBA Assumption Agreements. Pursuant to Section III.K of the Plan, on the Effective Date, the applicable Reorganized Debtors shall enter into the CBA Assumption Agreements.

31. Cancellation and Surrender of Instruments, Securities and Other Documentation. On the Effective Date, and except as otherwise specifically provided for in this Plan, (i) the obligations of the Debtors under any other certificate, share, note, purchase right, or other instrument or document directly or indirectly evidencing or creating any indebtedness or

obligation of, or ownership interest, equity, or profits interest in, the Debtors or any warrants, options, or other securities exercisable or exchangeable for, or convertible into, debt, equity, ownership, or profits interests in the Debtors giving rise to any Claim or Interest (except the Intercompany Interests), will be cancelled as to the Debtors, and the Reorganized Debtors will have no continuing obligations thereunder; (ii) the Manchester DIP Claims shall be indefeasibly paid in full in Cash (from sources other than the New Financing or any funded debt source that is senior in lien priority to the BidCo Note; *provided*, that the Manchester Parties shall have no duty (including any duty of inquiry) or other obligation whatsoever to the Debtors, the Buyer, the Retained TLA/TLB Secured Claim holders, or any other party with respect to the source or sources of the funds used to pay the Manchester DIP Claims; *provided, further*, that for the avoidance of doubt, this parenthetical shall in no way effect or acknowledge any form of subordination of the Manchester DIP Claims to the TLA/TLB Secured Claims or the Retained TLA/TLB Secured Claim; *provided, further*, that the protections and benefits in the Modified DIP Order for the Manchester Parties shall remain in full force and effect until the indefeasible payment in full in Cash of the Manchester DIP Claims); and (iii) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation/formation or similar documents governing the shares, units, certificates, notes, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors will be fully released, settled, and compromised except as expressly provided in the Plan.

32. With respect to any agreement (including, without limitation, any applicable credit agreement) that governs the rights of the Holder of a Claim or Interest and that will be cancelled hereunder, such agreement will, notwithstanding the occurrence of the Effective



Date, continue in effect solely for purposes of allowing such Holders to receive distributions under the Plan as provided therein.

33. Issuance of Preferred Units. Pursuant to Section III.A of the Plan, on the Effective Date, Reorganized Relativity Holdings Preferred Units shall be authorized as set forth in the Revised Relativity Holdings Operating Agreement. Reorganized Relativity Holdings shall issue, pursuant to the treatment provided for in this Plan, Reorganized Relativity Holdings Preferred Units to each of Nicholas and Kavanaugh. The rights of holders of Reorganized Relativity Holdings Preferred Units shall be set forth in the Revised Relativity Holdings Operating Agreement. Reorganized Relativity Holdings is authorized to and shall issue or execute and deliver, as applicable, the Reorganized Relativity Holdings Preferred Units and the New Securities and Documents (including, without limitation, in connection with a new equity raise), in each case, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity.

34. Issuance of Common Units. Pursuant to Section III.B of the Plan, on the Effective Date, Reorganized Relativity Holdings Common Units shall be authorized as set forth in the Revised Relativity Holdings Operating Agreement. Reorganized Relativity Holdings shall issue, pursuant to the treatment provided for in this Plan, Reorganized Relativity Holdings Common Units to each of Nicholas and Kavanaugh. Any shares not necessary to satisfy obligations under this Plan shall have the status of authorized but not issued shares of Reorganized Relativity Holdings. The rights of holders of Reorganized Relativity Holdings Common Units shall be set forth in the Revised Relativity Holdings Operating Agreement. Each of the applicable Reorganized Debtors is authorized to and shall issue or execute and deliver, as

applicable, the Reorganized Relativity Holdings Common Units and the New Securities and Documents (including, without limitation, in connection with a new equity raise), in each case, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity.

35. Issuance of Warrants. Pursuant to Section III.C of the Plan, on the Effective Date, Reorganized Relativity Holdings shall issue Reorganized Relativity Holdings Warrants to each of Nicholas and Heatherden (or their respective Affiliates) with such terms and conditions set forth in their respective Warrant Agreements. Reorganized Relativity Holdings is authorized to and shall issue or execute and deliver, as applicable, the Reorganized Relativity Holdings Warrants and the New Securities and Documents (including, without limitation, in connection with a new equity raise), in each case, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity.

36. Approval of Litigation Trust. The formation of the Litigation Trust pursuant to Section IX of the Plan and the Litigation Trust Agreement Filed as Exhibit G to the Plan (as it may be immaterially modified) and incorporated into the Plan by reference pursuant to Section XII.E of the Plan are approved.

37. Exemption From Taxation. All filing and recording officers are hereby directed to accept for filing or recording all instruments of transfer to be filed and recorded in accordance with the Plan without payment of any such Taxes. Notice of entry of this Order (a) shall have the effect of an order of the Bankruptcy Court, (b) shall constitute sufficient notice of the entry of this Order to such filing and recording officers and (c) shall be a recordable

instrument notwithstanding any contrary provision of applicable non-bankruptcy law. This Court retains jurisdiction to enforce the foregoing direction by contempt proceedings or otherwise.

38. Effect of Real Property Transfers Undertaken Pursuant to the Plan or the Restructuring Transactions. Any transfers of owned or leased real property undertaken pursuant to the Plan or the Restructuring Transactions are specifically for the purpose of reorganizing and restructuring the Debtors under the Bankruptcy Code and shall not trigger (a) any increase in applicable real property taxes or (b) a reappraisal of any real property so transferred.

39. Approval of Executory Contract and Unexpired Lease Provisions. The Executory Contract and Unexpired Lease provisions of Section IV of the Plan are specifically approved in all respects. Pursuant to Section IV of the Plan, as of the Effective Date, the assumption of the Executory Contracts and Unexpired Leases listed on Exhibit E to the Plan that do not relate to the Unresolved Objections is hereby authorized. Further, on the Effective Date, each of the Debtors' Executory Contracts and Unexpired Leases not previously assumed or rejected pursuant to an order of the Bankruptcy Court shall be deemed automatically assumed as of the Effective Date in accordance with the provisions and requirements of Sections 365 and 1123 of the Bankruptcy Code, except any Executory Contract or Unexpired Lease (a) identified on Exhibit E-1 to the Plan as an Executory Contract or Unexpired Lease designated for rejection or identified on Exhibit E-3 to the Plan (as may be amended) as an Executory Contract or Unexpired Lease designated as terminated, (b) which is the subject of an Unresolved Objection as to cure or assumability of such Executory Contract(s) or Unexpired Lease(s), (c) which is the subject of a separate motion or notice to assume or reject Filed by the Debtors and pending as of the Effective Date, (d) that previously expired or terminated pursuant to its own terms, or (e) that was previously assumed by any of the Debtors. This Order will constitute an order of the

Bankruptcy Court approving such assumptions pursuant to Sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Except as otherwise provided herein or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all liens, copyright mortgages, easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests.

40. In the event that an Executory Contract or Unexpired Lease is the subject of a pending objection, other than as to the picture *Solace*, the distribution agreement for which is assumed, at any time (a) on or before the Effective Date, the Debtors reserve the right to supplement the list of rejected contracts on Exhibit E-1 or (b) after the Effective Date, the Reorganized Debtors reserve the right to supplement the list of rejected contracts on Exhibit E-1.

41. Reservation of Debtors' Right To Modify Exhibit E To The Plan Prior To Effective Date. Other than with respect to (i) the picture *Solace*, the distribution agreement for which is assumed, (ii) those agreements that are to be assumed in accordance with the Replacement Production Loan Notes, (iii) the Exclusive License Agreement with Bold Films Productions, LLC, which has been rejected, and (iv) the Manchester Library Agreements, which are assumed as set forth below, notwithstanding anything to the contrary in the Plan, the Debtors or Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement Exhibit E to the Plan in their discretion prior to the Effective Date on no less than five (5) days' notice to the counterparty thereto. To the extent any Executory Contract was added, removed, or relocated on Exhibit E in the five days prior to the entry of this Order, such contracts are neither assumed, rejected nor terminated as of the date of this Order. Such Executory Contracts shall

only be assumed, rejected or terminated (as applicable) upon the later of: (i) five (5) days subsequent to the amendment of Exhibit E related to such Executory Contract; or (ii) the resolution of any objection regarding such Executory Contract.

42. Assumption of Participation Agreements. Pursuant to Section 365 of the Bankruptcy Code, Participation Agreements for yet to be released films are Executory Contracts and, as such, shall be assumed by the Reorganized Debtors as of the Effective Date.

43. Assumption of Manchester Library Agreements. To the extent not previously assumed, the Manchester Library Agreements are hereby deemed assumed as of the Effective Date in accordance with the provisions and requirements of Sections 365 and 1123 of the Bankruptcy Code. Notwithstanding anything to the contrary in the Plan or this Order, the Manchester Library Agreements shall be deemed assumed on the Effective Date without determining, but not waiving, Manchester Library's rights to any cure payments for monetary defaults in respect of the Manchester Library Agreements pursuant to Section 365(b)(1) of the Bankruptcy Code, subject to the following sentence. Manchester Library's rights to seek payment in full of any cure amount against the Debtors or the Reorganized Debtors are expressly preserved, and the rights of the Debtors or the Reorganized Debtors to contest or defend such rights are likewise preserved.

44. Enforcement of Assumed Contracts By Reorganized Debtors. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by order of the Bankruptcy Court, and not assigned to a third party by previous order of the Bankruptcy Court on or prior to the Effective Date, shall revert in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by order of the Bankruptcy Court. To the maximum extent permitted by law, to the

extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including, without limitation, any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the counterparty thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

45. Cure Claims. Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to this Plan shall be satisfied, pursuant to Section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date, subject to the limitation described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. Other than as to the picture *Solace*, the cure claims as to which are resolved pursuant to separate agreement among the Debtors and the Solace Parties, the approval of which shall be the subject of a separate order of this Court, in the event of a dispute regarding (a) the amount of any payments to cure such a default, (b) the ability of the Reorganized Debtors or any assignee to provide “adequate assurance of future performance” (within the meaning of Section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption, the cure payments required by Section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption; provided that if the Bankruptcy Court imposes requirements upon the Debtors or the Reorganized Debtors as a condition to assuming an Executory Contract or Unexpired Lease, or if the Bankruptcy Court determines that the Cure Amount for a particular Executory Contract or

Unexpired Lease is in excess of the amount proposed by the Debtors, the Debtors may choose to reject such Executory Contract or Unexpired Lease, regardless of whether or not the Effective Date has occurred, by filing an appropriate amendment to Exhibit E to the Plan and Schedule 1 to the Assumption Notice within seven (7) days of the entry of a Final Order with respect to such matter.

46. Any counterparty to an Executory Contract or Unexpired Lease that failed to object timely to the proposed assumption shall be deemed to have assented to such assumption. For the avoidance of doubt, as ordered by the Bankruptcy Court in these Chapter 11 Cases [Docket. No. 369], failure of the non-Debtor counterparty previously served with a cure notice to have filed an objection or raised an informal objection with Debtors' counsel has resulted in a deemed waiver to object to, contest, condition or otherwise restrict the assumption of the noticed assumed contracts or lease and otherwise forever barred the non-Debtor counterparty from objecting to the amount of the cure payment.

47. Release Upon Assumption of Executory Contract or Unexpired Lease.  
Except with respect to the Manchester Library Agreements, assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption, other than those post-petition obligations referenced and preserved below. Any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed are disallowed and expunged without further notice to or action, order or approval of the Bankruptcy Court. Notwithstanding anything in this paragraph

to the contrary, as to *Solace*, the agreement among the Debtors and the Solace Parties as to the objections filed by the Solace Parties [Docket Nos. 1103, 1345 and 1364], which shall be the subject of a separate order of this Court, shall prevail.

48. Bar Date for Rejection Claims. All Allowed Claims arising from the rejection of any of the Debtors' Executory Contracts and Unexpired Leases shall constitute General Unsecured Claims (only if and to the extent Allowed) and shall be treated in accordance with Section II.C.10 of the Plan. Unless otherwise provided by order of the Bankruptcy Court, any Proofs of Claim asserting Claims arising from the rejection of the Debtors' Executory Contracts and Unexpired Leases pursuant to the Plan or otherwise must be Filed with the Notice and Claims Agent by thirty (30) days after the later of (a) the filing of a notice by Plan Proponents that the Effective Date has occurred, or (b) to the extent the rejection relates to a contract that is subject to a pending objection as of the date hereof, the entry of an order of the Bankruptcy Court confirming such rejection. Any Proofs of Claim arising from the rejection of any of the Debtors' Executory Contract and Unexpired Leases that are not timely filed shall be disallowed automatically, forever barred from assertion, and shall not be enforceable against any Reorganized Debtor without the need for any objection by the Reorganized Debtors or further notice to or action, order, or approval of the Bankruptcy Court. The Plan Proponents shall retain all rights to object to, settle, compromise or otherwise resolve any Claim Filed on account of a rejected Executory Contract or Unexpired Lease.

49. Postpetition Contracts and Leases. Pursuant to Section IV.D of the Plan, Executory Contracts and Unexpired Leases entered into after the Petition Date (including, but not limited to, any such contracts or leases that may have been listed on Exhibit E to the Plan) shall survive and remain unaffected by the entry of the Confirmation Order.



50. General Administrative Claim Bar Date Provisions. Except as otherwise provided in the Plan and in paragraph 54 of this Order, and in accordance with Sections II.A.1.c and II.A.1.g of the Plan, requests for payment of Administrative Claims (other than Fee Claims, and Administrative Claims based on Liabilities incurred by a Debtor in the ordinary course of its business as described in Section II.A.1.c of the Plan) must be Filed and served on the Reorganized Debtors no later than forty-five (45) days after the Effective Date. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims and that do not File and serve such a request by the Administrative Claims Bar Date will be forever barred from asserting such Administrative Claims against the Debtors, the Reorganized Debtors or their property, and such Administrative Claims will be deemed discharged as of the Effective Date. Objections to such requests, if any, must be Filed and served on the Reorganized Debtors and the requesting party no later than ninety (90) days after the Effective Date.

51. Professional Compensation. Professionals or other Entities asserting a Fee Claim for services rendered before the Effective Date must File and serve on the Reorganized Debtors and such other Entities who are designated by the Bankruptcy Rules, the Fee Order, this Order or other order of the Bankruptcy Court an application for final allowance of such Fee Claim no later than sixty (60) days after the Effective Date, and any party wishing to object to such Fee Claim must do so in accordance with the applicable Bankruptcy Rules and Local Bankruptcy Rules. For the avoidance of doubt, and notwithstanding any provision in the Plan that might be interpreted to the contrary, all payments made or to be made by the Plan Proponents, the Debtors or by any person issuing securities or acquiring property under the Plan, for services or for costs and expenses in or in connection with these cases, or in connection with the Plan and incident to these cases, must have been previously approved by the Court as reasonable or will remain

subject to approval by this Court as reasonable, as required by Section 1129(a)(4) of the Bankruptcy Code

52. Setoffs. Pursuant to Section V.E of the Plan, the Reorganized Debtors or the Litigation Trust, as applicable, may, pursuant to Section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Claim and the payments or distributions to be made on account of the Claims, rights and Causes of Action of any nature that the applicable Reorganized Debtor or Litigation Trust may hold against the Holder of the Claim; *provided, however*, that the failure to effect a setoff shall not constitute a waiver or release by the applicable Reorganized Debtor or Litigation Trust of any Claims, rights and Causes of Action that the Reorganized Debtor or Litigation Trust may possess against the Holder of a Claim.

53. Adequate Protection Payments. Notwithstanding the satisfaction of the Manchester DIP Claims on the Effective Date, the Reorganized Debtors are authorized and directed to continue to reimburse any parties, including the Buyer and Cortland Capital Market Services LLC, as Collateral and Administrative Agent, entitled to adequate protection payments under the Initial Final DIP Order and/or the Modified DIP Order, for any fees and expenses incurred in connection with the Chapter 11 Cases.

54. Payment of Heatherden Fee Claims. In accordance with the 9019 Settlement Order, the Debtors are authorized and directed to issue to Heatherden on the Effective Date two unsecured notes (the “Fee Notes”) in the form attached as Exhibit P to the Plan on account of the Heatherden Fee Claims. Each note shall be for a principal amount of \$2,875,000. One note shall have a maturity date of August 17, 2016, and the other note shall have a maturity date of February 17, 2017. For the avoidance of doubt, the Heatherden Fee Claims shall not be subject to the requirements of Plan Sections II.A.1.d (Professional Compensation), II.A.1.f (Post-

Effective Date Professionals' Fees and Expenses), or II.A.1.g (Bar Dates for Administrative Claims).

55. Statutory Fees. All fees payable pursuant to 28 U.S.C. § 1930 after the Effective Date shall be paid by the applicable Reorganized Debtor in accordance therewith until the earlier of the conversion or dismissal of the applicable Chapter 11 Case under Section 1112 of the Bankruptcy Code or the closing of the applicable Chapter 11 Case pursuant to Section 350(a) of the Bankruptcy Code.

56. Plan Amendments. Subject to the restrictions on modifications set forth in Bankruptcy Code § 1127, the Plan Proponents may alter, amend, waive or modify any provision of the Plan before its substantial consummation; *provided* any such alterations, amendments, waivers or modifications are in form and substance reasonably acceptable to each of the Plan Proponents; *provided, further*, that any such alterations, amendments, waivers or modifications regarding any Section of this Plan that impacts the Manchester Parties, the Guilds, the Buyer, the Ultimates Agent, the Ultimates Lenders, the Production Loan Lenders or Kidnap Holdings, LLC including, without limitation, Sections I (Defined Terms, Rules of Interpretation and Computation of Time), II.A (Treatment of Unclassified Claims), II.C.6 (Ultimates Secured Claims), II.C.9 (Other Secured Claims (Class I)), II.C.10 (General Unsecured Claims (Class J)), III.G.5 (Payment of Heatherden Fee Claims), III.M (Release of Liens), VII (Conditions Precedent to Consummation of this Plan), X.D (Exculpation), X.E (Debtor Release), X.F (Third Party Release), XII.A (Amendment or Modification of this Plan), and/or XII.I (Severability), are in form and substance acceptable to Manchester, the Guilds, the Buyer, the Ultimates Agent, the Ultimates Lenders, the Production Loan Lenders and/or Kidnap Holdings, LLC, as the case may be, in its sole discretion.

57. Dissolution of Creditors' Committee. Upon the Effective Date, the current and former members of the Creditors' Committee and any other creditor, equity or other committee appointed in the Chapter 11 Cases pursuant to Bankruptcy Code § 1102, and their respective officers, employees, counsel, advisors and agents, shall be released and discharged of and from all further authority, duties, responsibilities and obligations related to and arising from and in connection with the Chapter 11 Cases; *provided, however*, that following the Effective Date the Creditors' Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) Claims and/or applications for compensation by Professionals and requests for allowance of Administrative Claims for substantial contribution pursuant to Section 503(b)(3)(D) of the Bankruptcy Code; (b) any appeals to which the Creditors' Committee is a party; (c) any adversary proceedings or contested matters as of the Effective Date to which the Creditors' Committee is a party; and (d) responding to creditor inquiries for sixty (60) days following the Effective Date. Following the completion of the Creditors' Committee's remaining duties set forth above, the Creditors' Committee shall be dissolved, and the retention or employment of the Creditors' Committee's respective attorneys, accountants and other agents shall terminate. As discussed above, the Litigation Trust shall have the authority to prosecute and settle the Causes of Action after the Effective Date.

58. Adequate Assurance Deposit Accounts. No later than five business days following the date of entry of this Order, all funds in the adequate assurance deposit account established by the Debtors pursuant to the Final Order Establishing Adequate Assurance Procedures with Respect to the Debtors' Utility Providers [Docket No. 336] shall be returned to the Debtors.

59. Post-Confirmation Date Notifications. Except as otherwise provided in the Plan and this Order, notice of all subsequent pleadings in the Chapter 11 Cases shall be limited to counsel to the Debtors or Reorganized Debtors, the U.S. Trustee, counsel to the Creditors' Committee (in accordance with paragraph 52 of this Order), counsel to the Buyer, and any party known to be directly affected by the relief sought.

60. References to Plan Provisions. Failure specifically to include or reference particular Sections or provisions of the Plan or any related agreement in this Order shall not diminish or impair the effectiveness of such Sections or provisions, it being the intent of the Bankruptcy Court that the Plan be confirmed and such related agreements be approved in their entirety.

61. Plan-Related Documents. Any document related to the Plan that refers to a plan of reorganization of the Debtors other than the Plan confirmed by this Order shall be, and it hereby is, deemed to be modified such that the reference to a plan of reorganization of the Debtors in such document shall mean the Plan confirmed by this Order, as appropriate.

62. Inconsistencies Among Plan Documents. Without intending to modify any prior Order of this Court (or any agreement, instrument or document addressed by any prior Order), in the event of an inconsistency between the Plan, on the one hand, and any other agreement, instrument, or document intended to implement the provisions of the Plan, on the other, the provisions of the Plan shall govern (unless otherwise expressly provided for in such agreement, instrument, or document). In the event of any inconsistency between the Plan or any agreement, instrument, or document intended to implement the Plan, on the one hand, and this Order, on the other, the provisions of this Order shall govern solely to the extent of the inconsistency. Notwithstanding anything in the Plan or this Order to the contrary, in the event of

any inconsistency between the Plan or this Order and the Kidnap Stipulation and/or the Kidnap Side Letter, the terms of the Kidnap Stipulation or the Kidnap Side Letter, as applicable, shall govern.

63. Retention of Jurisdiction. The business and assets of the Debtors shall remain subject to the jurisdiction of the Bankruptcy Court until the Effective Date. Notwithstanding the entry of this Order, from and after the Effective Date, the Bankruptcy Court shall retain such jurisdiction over the Chapter 11 Cases as is legally permissible, including jurisdiction over those matters and issues described in Section XI of the Plan. Without limiting the generality of the foregoing, from and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over the Debtors and the Reorganized Debtors, and over of all matters arising under, arising out of, or related to (i) the DIP Credit Agreement, (ii) the Modified DIP Order, (iii) the Manchester Library Agreements, (iv) the 9019 Settlement Order, (v) the Mutual Release Agreement, (vi) the Fee Notes, (vii) the Exit Funding; and (viii) any agreement between Vine Film Finance Fund II, L.P. and Debtors J & J Project, LLC and Yuma, Inc. with respect to a transfer of (including under Bankruptcy Code § 363) or foreclosure on the collateral encumbered by the Vine/Verite Secured Claims.

64. Reservation of Rights By Rondor. Notwithstanding anything to the contrary in the Plan or this Order, unless and until the Rondor Resolution Date, as defined below, (i) the Billy Joel Album Project Agreement dated December 11, 2014 (the “Rondor Agreement”), between Rondor Music International, Inc. (“Rondor”) and Relativity Music Group, LLC (“RMG”), shall be neither rejected nor assumed, (ii) none of the “Rondor Assets,” as that term is defined in the Reservation Of Rights filed by Rondor as Docket No. 568 (the “Reservation of Rights”), shall vest in any Reorganized Debtor free and clear of any Claims, Interests or other

interests of Rondor, (iii) none of the “Recording Agreements” or “Other Third Party Agreements” as such terms are defined in the Reservation of Rights, shall be rejected or assumed, (iv) neither the Distribution Agreement, dated as of May 7, 2015, between Warner Music Nashville and RMG, nor the Music Supervisor Agreement, dated as of May 7, 2015, between Warner Music Nashville and RMG, nor the Music Supervisor Agreement, dated as of May 9, 2015, between Jason Markey and RMG, shall be rejected or assumed; and (v) none of the Claims, Interests and other interests of Rondor under or with respect to the Rondor Agreement shall be discharged, released or altered. “Rondor Resolution Date” means (i) the date on which the Rondor Agreement and the Rondor Assets are transferred and assigned to Rondor pursuant to an agreement between Rondor and RMG or the Reorganized RMG, or (ii) such other date as agreed to by the Reorganized Debtor and Rondor or ordered by the Court.

65. Retention of Security Interest By Paramount Pictures. Notwithstanding anything contained in the Plan or the Confirmation Order to the contrary, nothing contained in the Plan or this Order shall operate to release, extinguish, discharge, affect, alter or otherwise impair Paramount Pictures Corporation’s (“Paramount”) continuing, perfected, first-priority, security interest, which security interest remains valid and in effect, in all of Relativity Media LLC’s and Fighter, LLC’s right, title and interest in and to the theatrical motion picture entitled “The Fighter” and any sequels or prequels, all as set forth more fully in a certain Option/Quitclaim Agreement made as of April 15, 2009, by and between Paramount, Relativity Media, LLC and Fighter, LLC, and the amendments thereto, a certain Security Agreement & Mortgage of Rights Including Copyright dated as of July 15, 2009, made by Relativity Media, LLC and Fighter, LLC in favor of Paramount, and the amendments thereto, and a certain Copyright Mortgage and

Assignment made by Relativity Media, LLC and Fighter, LLC in favor of Paramount dated as of July 15, 2009.

66. Retention of Certain Claims By RKA. Notwithstanding anything in the Plan or this Order to the contrary, (a) neither RKA's assent to, vote in favor of or lack of objection to the Chapter 11 Plan, nor RKA's receipt of any Replacement Pre-Release P&A Notes, will function to, or be deemed to, relinquish, release, or otherwise preclude recovery in connection with, any claims made by RKA in the New York State Actions (as defined in the *Stipulation and Agreed Order Regarding Voting in Favor of Plan* [Docket No. 1434]), provided that, for the avoidance of doubt, the foregoing shall not limit any party's ability to argue that any recovery (if any) in the New York State Actions serves to reduce the principal amount of any Replacement Pre-Release P&A Notes; (b) notwithstanding any vote by RKA accepting the Plan, RKA shall not be a "Releasing Party" thereunder, and, for the avoidance of doubt, the Plan and the confirmation thereof shall not release, satisfy waive or discharge any claim or cause of action of RKA whatsoever with respect to any member of the Debtors' respective boards of managers or directors and the members thereof each as of the Petition Date, including, but not limited to, Kavanaugh and each of the foregoing's Representatives; and (c) any valuation of the Replacement Pre-Release P&A Notes under or in connection with the Plan, including the face amount thereof, is not determinative of the value of any claims made by RKA in the New York State Actions or the potential damages awardable in any other claims or causes of action that may be brought by RKA on account of actions occurring prior to or following the Petition Date. In the determination of damages in connection with any proceeding referenced in the prior sentence, (i) RKA, (ii) the Debtors, (iii) the defendants in the New York State Actions and (iv) any other defendant in any cause of action brought by RKA shall have the right to present arguments or evidence with



respect to the proper valuation of the Replacement Pre-Release P&A Notes, and the lack of any objection by RKA to the valuation of the Replacement Pre-Release P&A Notes set forth in the Disclosure Statement or any other evidence introduced in connection with the confirmation of the Plan, including at the Confirmation Hearing, shall not in any way restrict or prohibit RKA from contesting such valuation or other evidence in connection with any subsequent litigation including, but not limited to, the New York State Action.

67. Reservation of Rights by Buyer. Notwithstanding anything in this Order to the contrary, this Order is entered without prejudice to the rights of the Buyer, as the holder of the BidCo Note, to documentation of the BidCo Note in a form (a) satisfactory to the Buyer in its sole discretion, and (b) consistent with the terms reflected in the binding terms sheets annexed to the Notice of Filing of Updated Exhibit M [Docket No. 1525], as Filed on February 2, 2016, provided that such BidCo Note shall in all events be consistent with the intercreditor agreements applicable to the Replacement P&A Notes and the Replacement Production Loan Notes. Pending the satisfactory completion of such documentation, all of the Buyers' rights with respect to the Plan, the Confirmatory Finding, and this Order are expressly preserved. For the avoidance of doubt, the Buyer shall be entitled to receive an unredacted version of the Confirmatory Finding at the same time that it is Filed or presented to the Court.

68. Reservation of Rights by Macquarie. Notwithstanding anything in this Order to the contrary, this Order is entered without prejudice to the rights of the holders of Class D Post-Release P&A Secured Claims to documentation of the replacement credit agreement to be entered into in connection with the treatment of such Claims, consistent with the good faith negotiations and understanding in principle of the Debtors and the holders of the Class D Post

Release P&A Secured Claims through the date of the Confirmation Hearing, and Macquarie's rights with respect to such documentation and its treatment under the Plan are hereby preserved.

69. Reservation of Rights by Danone Waters of America. For the avoidance of doubt, nothing in the Plan or this Order is intended to affect the right of Danone Waters of America to maintain that its contract with the Debtors was terminated prior to the Petition Date, and therefore not subject to rejection under Section 365 of the Bankruptcy Code.

70. Reservation of rights by IATM as to Act of Valor/SWAT. For the avoidance of doubt, nothing in the Plan or this Order is intended to affect the right of IATM to maintain that its agreement, if any, with the Debtors respecting Act of Valor/SWAT was terminated prior to the Petition Date and, therefore, is not subject to assumption or rejection under Section 365 of the Bankruptcy Code.

71. Reservation of Rights by the Manchester Parties. Notwithstanding anything to the contrary in the Plan, neither the entry of the Confirmation Order nor the occurrence of the Effective Date shall serve to amend or modify the terms of the Modified DIP Order and the protections provided to the Manchester Parties thereby, and, for the avoidance of doubt, all of the obligations (including indemnification obligations) created under the Modified DIP Order and the DIP Credit Agreement shall remain in full force and effect against the Debtors and the Reorganized Debtors, until the Manchester DIP Claims have been indefeasibly paid in full in Cash. For the avoidance of doubt, Manchester Securities shall be entitled to receive an unredacted version of the Confirmatory Finding at the same time that it is Filed or presented to the Court.

72. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under Sections 1101 and 1127 of the Bankruptcy Code.

73. Waiver of Stay Under Bankruptcy Rule 3020(e). Notwithstanding Bankruptcy Rules 3020(e) and 7062 or otherwise, the stay provided for under Bankruptcy Rule 3020(e) shall be waived and this Order shall be effective immediately and enforceable upon entry. The Debtors are authorized to consummate the Plan and the transactions contemplated thereby immediately after entry of this Order and upon, subject to the satisfaction or, to the extent that they are waivable, the waiver of the conditions to the Effective Date set forth in the Plan and in this Order.

74. Reversal or Modification of Order. If any or all of the provisions of this Order are hereafter reversed, modified or vacated by subsequent order of this Court or any other court, such reversal, modification or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under or in connection with the Plan prior to the Debtors' receipt of written notice of such order. Notwithstanding any such reversal, modification or vacatur of this Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Order prior to the effective date of such reversal, modification or vacatur shall be governed in all respects by the provisions of this Order and the Plan and all related documents or any amendments or modifications thereto.

75. Notice of Confirmation of the Plan. Pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c)(2), the Debtors or the Reorganized Debtors are directed to serve a notice of the entry of this Order and the establishment of bar dates for certain Claims hereunder, substantially in the form of Exhibit B attached hereto and incorporated herein by reference (the "Confirmation Notice"), on all parties that received the Confirmation Hearing Notice, no later than twenty (20) Business Days after the Confirmation Date; provided, however, that the Debtors or the Reorganized Debtors shall be obligated to serve the Confirmation Notice only on the record

Holders of Claims or Interests as of the Confirmation Date. The Debtors are directed to publish the Confirmation Notice once in the global edition of *The Wall Street Journal* and the national edition of *USA Today* no later than twenty (20) Business Days after the Confirmation Date. As soon as practicable after the entry of this Order, the Debtors shall make copies of this Order and the Confirmation Notice available on Donlin Recano's website at [www.donlinrecano.com/relativity](http://www.donlinrecano.com/relativity).

Dated: New York, New York  
February 8, 2016

**/s/ Michael E. Wiles**  
HONORABLE MICHAEL E. WILES  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT A**

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 Turkey's 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.

**EXHIBIT B**

**CONFIRMATION NOTICE**

**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 ENTRY OF ORDER CONFIRMING, PURSUANT TO SECTION 1129 OF  
THE BANKRUPTCY CODE, THE PLAN PROPONENTS'  
FOURTH AMENDED PLAN OF REORGANIZATION PURSUANT TO  
CHAPTER 11 OF THE BANKRUPTCY CODE**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. **Confirmation of the Plan.** On February [●], 2016, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered an order (the "Confirmation Order") confirming the Plan Proponents' Fourth Amended Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated [February \_\_], 2016 (as it may have been amended, supplemented or modified, the "Plan"), in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the "Debtors"). Unless otherwise defined in this Notice, capitalized terms and phrases used herein have the meanings given to them in the Plan and Confirmation Order.

2. **Bar Dates.**

a. **General Administrative Claim Bar Date Provisions.** Except as otherwise provided in the Plan and in accordance with Section II.A.1.g of the Plan, requests for payment of Administrative Claims (other than Fee Claims, and Administrative Claims based on Liabilities incurred by a Debtor in the ordinary course of its business as described in Section II.A.1.c of the Plan) must be Filed and served on the Reorganized Debtors no later than 45 days after the Effective Date. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims and that do not File and serve such a request by the Administrative Claims Bar Date will be forever barred from asserting such Administrative Claims against the Debtors, the Reorganized Debtors or their property, and such Administrative Claims will be deemed discharged as of the Effective Date. Objections to such requests, if any, must be Filed and served on the Reorganized Debtors and the requesting party no later than 90 days after the Effective Date.

b. **Professional Compensation.** Professionals or other Entities asserting a Fee Claim for services rendered before the Effective Date must File and serve on the Reorganized Debtors and such other Entities who are designated by the Bankruptcy Rules, the Fee Order, this Order or other order of the Bankruptcy Court an application for final allowance of such Fee Claim no later than sixty (60) days after the Effective Date, and any party wishing to



object to such Fee Claim must do so in accordance with the applicable Bankruptcy Rules and Local Bankruptcy Rules; provided, however, that any party who may receive compensation or reimbursement of expenses pursuant to the Ordinary Course Professionals Order may continue to receive such compensation and reimbursement of expenses for services rendered before the Effective Date pursuant to the Ordinary Course Professionals Order without further Bankruptcy Court review or approval (except as provided in the Ordinary Course Professionals Order).

c. Bar Dates for Rejection Claims. Unless otherwise provided by a Bankruptcy Court order, any Proofs of Claim asserting Claims arising from the rejection of the Debtors' Executory Contracts and Unexpired Leases pursuant to the Plan or otherwise must be filed with the Notice and Claims Agent within 30 days after the later of (a) the filing of a notice by Plan Proponents that the Effective Date has occurred, or (b) to the extent the rejection relates to a contract that is subject to a pending objection as of the date of entry of the Confirmation Order, the entry of an order of the Bankruptcy Court confirming such rejection. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts and Unexpired Leases shall constitute General Unsecured Claims and shall be treated in accordance with Section II.C.10 of the Plan **Error! Reference source not found.**

d. Disallowance of Untimely Rejection Claims. Any Proofs of Claim arising from the rejection of the Debtors' Executory Contracts and Unexpired Leases that are not timely filed shall be disallowed automatically, forever barred from assertion, and shall not be enforceable against any Reorganized Debtor without the need for any objection by the Reorganized Debtors or further notice to or action, order, or approval of the Bankruptcy Court.

e. Reservation of Rights. The Debtors reserve the right to object to, settle, compromise or otherwise resolve any Claim Filed on account of a rejected Executory Contract or Unexpired Lease.

3. Effective Date. A separate notice of the occurrence of the Effective Date shall be served on all known holders of Claims and Interests as soon as practicable after the occurrence thereof.

4. **Copies of Plan and Confirmation Order.** A copy of the Plan, the Confirmation Order or any other related documents may be obtained from the Court's website at <http://ecf.nysb.uscourts.gov> or, free of charge, at [www.donlinrecano.com/relativity](http://www.donlinrecano.com/relativity).

Dated: February 8, 2016

**JONES DAY**

By: /s/ [DRAFT]  
Richard L. Wynne, Esq.  
Bennett L. Spiegel, Esq.  
Lori Sinanyan, Esq. (admitted *pro hac vice*)  
222 East 41st Street  
New York, NY 10017  
Tel: (212) 326-3939  
Fax: (212) 755-7306  
E-mail: [rlwynne@jonesday.com](mailto:rlwynne@jonesday.com)  
[blspiegel@jonesday.com](mailto:blspiegel@jonesday.com)  
[lsinanyan@jonesday.com](mailto:lsinanyan@jonesday.com)

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**SHEPPARD, MULLIN, RICHTER & HAMPTON  
LLP**

Craig A. Wolfe, Esq.  
Malani J. Cademartori, Esq.  
Blanka K. Wolfe, Esq.  
30 Rockefeller Plaza  
New York, New York 10112  
Tel: (212) 653-8700  
Fax: (212) 653-8701  
E-mail: [cwolfe@sheppardmullin.com](mailto:cwolfe@sheppardmullin.com)  
[mcademartori@sheppardmullin.com](mailto:mcademartori@sheppardmullin.com)  
[bwolfe@sheppardmullin.com](mailto:bwolfe@sheppardmullin.com)

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