

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re

OPEN ROAD FILMS, LLC, a Delaware
limited liability company, *et al.*,¹

Debtors.

Chapter 11

Case No.: 18-12012 (___)

(Joint Administration Requested)

**DEBTORS' APPLICATION FOR AN ORDER APPOINTING DONLIN,
RECANO & COMPANY, INC. AS CLAIMS AND NOTICING
AGENT FOR THE DEBTORS PURSUANT TO 28 U.S.C. § 156(c),
NUNC PRO TUNC TO THE PETITION DATE**

Open Road Films, LLC and its affiliated debtors and debtors in possession (the "Debtors") in the above-captioned chapter 11 cases (the "Cases") hereby apply to the Court (the "Application"), pursuant to section 156(c) of title 28 of the United States Code, Rule 2002 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), seeking entry of an order, in substantially the form attached hereto as **Exhibit C** (the "Proposed Order"): (a) authorizing and approving the retention and appointment of Donlin, Recano & Company, Inc. ("DRC") as claims and noticing agent for the Office of the Clerk (the "Clerk") of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"); and (b) providing any additional relief required to effectuate the foregoing. In support of this Application, the Debtors rely on the *Declaration of Amir Agam*

¹ The Debtors and the last four digits of their respective federal taxpayer identification numbers are as follows: Open Road Films, LLC (4435-Del.); Open Road Releasing, LLC (4736-Del.); OR Productions LLC (5873-Del.); Briarcliff LLC (7304-Del.); Open Road International LLC (4109-Del.); and Empire Productions LLC (9375-Del.). The Debtors' address is 2049 Century Park East, 4th Floor, Los Angeles, CA 90067. Additional affiliated entities, including, but not limited to, IM Global LLC, Global Road Entertainment Television LLC (f/k/a IM Global TV LLC), Tang Media Partners LLC, and Global Road Entertainment LLC, are not debtors in these Cases and have not commenced chapter 11 cases.

in Support of First Day Motions (the “First Day Declaration”) filed substantially concurrently herewith and the declaration of Nellwyn Voorhies (the “Voorhies Declaration”), attached hereto as **Exhibit A** and incorporated by reference herein. In further support of the Application, the Debtors respectfully represent as follows:

I. JURISDICTION

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over the Cases and the Application pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of the Cases and the Application in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. Pursuant to Rule 9013-1(f) of the Local Rules, the Debtors consent to the entry of a final judgment or order with respect to the Application if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. The statutory and other predicates for the relief requested herein are 28 U.S.C. § 156(c), Bankruptcy Rule 2002, and Local Rule 2002-1(f).

II. BACKGROUND

4. On the date hereof (the “Petition Date”), each of the Debtors commenced a voluntary case under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the “Bankruptcy Code”).

5. The Debtors are authorized to continue to operate their business and manage their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been requested or appointed in the Cases and no statutory committee

has been appointed yet by the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee").

6. The Debtors distribute motion pictures in the United States and license motion pictures in ancillary markets, principally to home entertainment, pay television, subscription, and transactional video-on-demand, free television, and other non-theatrical entertainment distribution markets. The Debtors' films have generated over \$1.3 billion in worldwide theatrical box office receipts, have been nominated for 49 Academy Awards, and have won 13 Academy Awards.

7. The Debtors intend to utilize the bankruptcy process to continue and conclude their robust marketing and sale process. They believe that doing so will ensure that the value of their assets are maximized for the benefit of all stakeholders.

8. The detailed factual background relating to the Debtors and the commencement of the Cases is set forth in the First Day Declaration, which is fully incorporated herein by reference.

III. RELIEF REQUESTED

9. This Application is made for entry of the Proposed Order appointing DRC to act as the claims and noticing agent to assume full responsibility for the distribution of notices and the maintenance, processing and docketing of proofs of claim filed in the Debtors' Cases. The Debtors' selection of DRC to act as the claims and noticing agent has substantially satisfied the Court's *Protocol for the Employment of Claims and Noticing Agents Under 28 U.S.C. § 156(c)*, instituted by the Clerk on February 1, 2012 (the "Claims Agent Protocol").

10. In accordance with the Claims Agent Protocol, prior to the selection of DRC, the Debtors obtained and reviewed engagement proposals from three other court-approved claims and noticing agents to ensure selection through a competitive process. The Debtors submit,

based on all engagement proposals obtained and reviewed, that DRC's rates are competitive and reasonable given DRC's quality of services and expertise. The terms of retention are set forth in the Standard Claims Administration and Noticing Agreement, dated August 29, 2018 (the "Engagement Agreement") annexed hereto as **Exhibit B**; *provided, however*, that, at this time, the Debtors are seeking approval solely of the terms and provisions as set forth in this Application and the proposed order attached hereto.

IV. QUALIFICATIONS

11. DRC is a bankruptcy administrator specializing in claims management and legal administration services. DRC provides comprehensive chapter 11 services, including noticing, claims processing, balloting, and other related services critical to the effective administration of chapter 11 cases.

12. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that there will be thousands of entities to be noticed. In view of the number of anticipated claimants and the complexity of the Debtors' business, the Debtors submit that the appointment of a claims and noticing agent is both necessary and in the best interests of both the Debtors' estates and their creditors.

13. DRC is one of the country's leading chapter 11 administrators, with experience in noticing, claims administration, and facilitating other administrative aspects of chapter 11 cases. DRC has provided identical or substantially similar services in other chapter 11 cases filed in this District and elsewhere, including, among others: *In re EBH Topco, LLC*, Case No. 18-11212 (BLS) (Bankr. D. Del. 2018); *In re PZ Wind Down, Inc.*, Case No. 17-12890 (CSS) (Bankr. D. Del. 2017); *In re Velocity Holding Company, Inc.*, Case No. 17-12442 (KJC) (Bankr. D. Del. 2017); *In re Mac Holding LLC*, Case No. 17-12226 (MFW) (Bankr. D. Del. 2017).

14. By appointing DRC as the claims and noticing agent in the Cases, the distribution of notices and the processing of claims will be expedited, and the Clerk's office will be relieved of the administrative burden of processing what may be an overwhelming number of claims.

V. SERVICES TO BE RENDERED

15. This Application pertains only to the work to be performed by DRC under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f), and any work to be performed by DRC outside of this scope is not covered by this Application or by any Order granting approval hereof. By separate application, the Debtors will seek to retain DRC as their administrative advisor under section 327(a) of the Bankruptcy Code. As it relates to this Application, DRC will perform the following tasks in its role as claims and noticing agent, as well as all quality control relating thereto:

a. Prepare and serve required notices and documents in the Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors and/or the Court including: (i) notice of the commencement of the Cases and the initial meeting of creditors under Bankruptcy Code § 341(a); (ii) notice of any claims bar date; (iii) notices of transfers of claims; (iv) notices of objections to claims and objections to transfers of claims; (v) notices of any hearings on a disclosure statement and confirmation of the Debtors' chapter 11 plan, including under Bankruptcy Rule 3017(d); (vi) notice of the effective date of any chapter 11 plan; and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of the Cases.

b. Maintain copies of all proofs of claim filed in the Cases.

c. Maintain an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, "Schedules"), listing the Debtors' known creditors and the amounts owed thereto;

d. Maintain (i) a list of all potential creditors, equity holders, and other parties-in-interest and (ii) a "core" mailing list consisting of all parties described in sections 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party-in-interest or the Clerk;

e. Furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim, after such notice and form

are approved by this Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

f. Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;

g. For *all* notices, motions, orders, or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service which includes: (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served; (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses; (iii) the manner of service; and (iv) the date served;

h. Process all proofs of claim received, including those received by the Clerk, and check said processing for accuracy, and maintain the original proofs of claim in a secure area;

i. Maintain the official claims register for each Debtor (the “Claims Registers”) on behalf of the Clerk; upon the Clerk’s request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) the amount asserted; (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, *etc.*); (vi) the applicable Debtor; and (vii) any disposition of the claim;

j. Implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;

k. Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);

l. Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of DRC, not less than weekly;

m. Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the claims register for the Clerk’s review (upon the Clerk’s request);

n. Monitor the Court’s docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the claims register;

o. Assist in the dissemination of information to the public and respond to requests for administrative information regarding the case as directed by the Debtors or the Court, including through the use of a case website and/or call center;

p. If the Cases are converted to chapter 7, contact the Clerk within three (3) days of the notice to DRC of entry of the order converting the case;

q. Thirty (30) days prior to the close of the Cases, to the extent practicable, request that the Debtors submit to the Court a proposed Order dismissing DRC and terminating the services of such agent upon completion of its duties and responsibilities and upon the closing of the Cases;

r. Within seven (7) days of notice to DRC of entry of an order closing the Cases, provide to the Court the final version of the Claims Register as of the date immediately before the close of the Cases; and

s. At the close of the Cases, (i) box and transport all original documents, in proper format, as provided by the Clerk's Office, to (A) the Philadelphia Federal Records Center, 14470 Townsend Road, Philadelphia, PA 19154 or (B) any other location requested by the Clerk, and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims.

16. The Claims Registers shall be opened to the public for examination without charge during regular business hours and on a case-specific website maintained by DRC.

17. DRC shall not employ any past or present employee of the Debtors for work that involves the Debtors' Cases.

18. The Debtors respectfully request that the undisputed fees and expenses incurred by DRC in the performance of the above services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and Bankruptcy Code section 503(b)(1)(A) and be paid in the ordinary course of business without further application to or order of the Court. DRC agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement

Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

VI. COMPENSATION

19. Prior to the Petition Date, the Debtors provided DRC a retainer in the amount of \$75,000.00, of which \$8,824.00 was applied to prepetition services. DRC seeks to first apply the retainer to all prepetition invoices, thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Engagement Agreement during the Cases as security for the payment of fees and expenses under the Engagement Agreement. Following the termination of the Engagement Agreement, DRC will return to the Debtors any amount of the retainer that remains.

20. Additionally, under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend, and hold harmless DRC and its affiliates, officers, directors, agents, employees, consultants, and subcontractors under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from DRC's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a claims agent in these Cases. Moreover, consistent with the practice in this jurisdiction, the Debtors requested, and DRC has agreed, that the Court approve the indemnification provisions reflected in the Engagement Agreement subject to the modifications set forth in the Proposed Order. The Debtors believe that the proposed modifications to the indemnification provisions of the Engagement Agreement are appropriate under the circumstances, consistent with recent orders entered in this jurisdiction, and should be approved.

VII. DISINTERESTEDNESS

21. In connection with its retention as claims and noticing agent, DRC represents in the Voorhies Declaration, among other things, that:

a. DRC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the claims and noticing agent in the Cases;

b. By accepting employment in the Cases, DRC waives any right to receive compensation from the United States government in its capacity as the claims and noticing agent in the Cases;

c. In its capacity as the claims and noticing agent in the Cases, DRC will not be an agent of the United States and will not act on behalf of the United States;

d. DRC will not employ any past or present employees of the Debtors in connection with its work as the notice and claims agent in the Cases; and

e. DRC is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code.

22. To the extent that there is any inconsistency between this Application, the Retention Order, and the Engagement Agreement, the Retention Order shall govern.

23. This Application complies with the Claims Agent Protocol and conforms to the standard section 156(c) application in use in this Court.

VIII. NOTICE

24. Notice of this Application has been provided to: (i) the U.S. Trustee; (ii) holders of the forty (40) largest unsecured claims on a consolidated basis against the Debtors; (iii) the Agent (as defined in the First Day Declaration); and (iv) all parties who have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002. As this Application is seeking “first day” relief, within two business days of the hearing on this Application, the Debtors will serve copies of this Application and any order entered in respect to

this Application as required by Local Rule 9013-1(m). In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

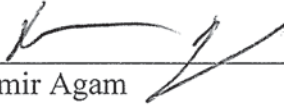
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WHEREFORE, for the reasons set forth herein, in the Voorhies Declaration, and in the First Day Declaration, the Debtors respectfully request that this Court enter the Proposed Order, authorizing DRC to act as claims and noticing agent for the maintenance and processing of claims and the distribution of notices.

Dated: September 6, 2018

Respectfully submitted,

Open Road Films, LLC, *et al.*,
Debtors and Debtors in Possession



Amir Agam
Chief Restructuring Officer

Exhibit A

Declaration of Nellwyn Voorhies

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re

OPEN ROAD FILMS, LLC, a Delaware
limited liability company, *et al.*,¹

Debtors.

Chapter 11

Case No.: 18-12012 (___)

(Joint Administration Requested)

**DECLARATION OF NELLWYN VOORHIES IN SUPPORT OF DEBTORS’
APPLICATION FOR AN ORDER APPOINTING DONLIN, RECANO & COMPANY,
INC. AS CLAIMS AND NOTICING AGENT FOR THE DEBTORS PURSUANT TO
28 U.S.C. § 156(c), NUNC PRO TUNC TO THE PETITION DATE**

I, Nellwyn Voorhies, declare that the following is true to the best of my knowledge, information, and belief:

1. I am an Executive Director with Donlin, Recano & Company, Inc. (“DRC”), an administrative services firm that specializes in the administration of large chapter 11 cases, whose offices are located at 6201 15th Avenue, Brooklyn, New York 11219.

2. I submit this declaration in support of the *Debtors’ Application for an Order Appointing Donlin, Recano & Company, Inc. as Claims And Noticing Agent for the Debtors Pursuant to 28 U.S.C. § 156(c), Nunc Pro Tunc to the Petition Date* (the “Application”)² filed by the debtors and debtors in possession (the “Debtors”) in the above-captioned chapter 11 cases (the “Cases”) for an order appointing DRC as claims and noticing agent (the “Claims and

¹ The Debtors and the last four digits of their respective federal taxpayer identification numbers are as follows: Open Road Films, LLC (4435-Del.); Open Road Releasing, LLC (4736-Del.); OR Productions LLC (5873-Del.); Briarcliff LLC (7304-Del.); Open Road International LLC (4109-Del.); and Empire Productions LLC (9375-Del.). The Debtors’ address is 2049 Century Park East, 4th Floor, Los Angeles, CA 90067.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

Noticing Agent”) for the Debtors pursuant to 28 U.S.C. § 156(c). Except as otherwise noted, I have personal knowledge of the facts contained in this declaration.

3. As custodian of the courts records pursuant to 28 U.S.C. § 156(c), DRC will perform, at the request of the Office of the Clerk of the Court (the “Clerk”), the noticing and claims related services specified in the Application and the Engagement Agreement. In addition, at the Debtors’ request, DRC will perform such other noticing, claims, administrative, technical, and support services specified in the Application and the Engagement Agreement.

4. DRC is one of the country’s leading chapter 11 administrators, with experience in noticing, claims administration, and facilitating other administrative aspects of chapter 11 cases. DRC has provided identical or substantially similar services in other chapter 11 cases filed in this District and elsewhere, including, among others: *In re EBH Topco, LLC*, Case No. 18-11212 (BLS) (Bankr. D. Del. 2018); *In re PZ Wind Down, Inc.*, Case No. 17-12890 (CSS) (Bankr. D. Del. 2017); *In re Velocity Holding Company, Inc.*, Case No. 17-12442 (KJC) (Bankr. D. Del. 2017); *In re Mac Holding LLC*, Case No. 17-12226 (MFW) (Bankr. D. Del. 2017).

5. I represent, among other things, that:

a. DRC neither holds nor represents any interest adverse to the Debtors’ estates;

b. I am not related or connected to and, to the best of my knowledge, no other professional of DRC is related to or connected to any United States Bankruptcy Judge for the District of Delaware or the United States Trustee or to any employee in the offices thereof;

c. DRC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in the Cases;

d. By accepting employment in the Cases, DRC waives any right to receive compensation from the United States government in its capacity as the Claims and Noticing Agent in the Cases;

e. In DRC's capacity as the Claims and Noticing Agent in the Cases, DRC is not an agent of the United States and is not acting on behalf of the United States;

f. DRC will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in the Cases;

g. In its capacity as Claims and Noticing Agent in the Cases, DRC will not intentionally misrepresent any fact to any person;

h. DRC shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers; and

i. None of the services provided by DRC as Claims and Noticing Agent shall be at the expense of the Clerk.

6. To the best of my knowledge and belief, and based solely upon information provided to me by the Debtors and except as provided herein, neither DRC, nor any employee of DRC, has any materially adverse connections to the Debtors, their estates, their creditors, or equity interest holders, or other relevant parties, their respective attorneys and accountants that would conflict with the scope of DRC's retention or would create any interest adverse to the Debtors' estates or any other party-in-interest.

7. The Debtors have many creditors and, from time to time, DRC may have represented certain of those creditors in completely unrelated matters. Proposed bankruptcy counsel for the Debtors has provided me with a list of the Debtors' creditors and other parties-in-interest (the "Conflicts List"), a copy of which is attached hereto as **Exhibit 1**. I have caused an examination of these records to be made to determine which, if any, of the parties on the Conflicts List DRC may have represented in the past or may be representing at the present time in totally unrelated matters. This search has disclosed that, to the best of my present knowledge, DRC has not in the past and is not currently representing any of the parties on the Conflicts List.

8. In addition, DRC has identified numerous vendors appearing on the Conflicts List that are also vendors of DRC, but DRC has not in the past, and is not currently, representing any of those vendors.

9. Certain of DRC's professionals were formerly employed by firms that may be creditors or may provide professional services to parties in interest in these Cases. Such firms include: Paul Hastings LLP; Paul, Weiss, Rifkind, Wharton & Garrison LLP; Kaye Scholer LLP; Skadden, Arps, Slate, Meagher & Flom LLP; Sheppard, Mullin, Richter & Hampton LLP; Baker & McKenzie LLP; Clifford Chance LLP; Hughes Hubbard & Reed LLP; Davis Polk & Wardwell LLP; Levene, Neale, Bender, Yoo & Brill L.L.P.; Blank Rome LLP; Anderson Kill P.C.; Willkie Farr & Gallagher LLP; Dechert LLP; Pryor Cashman LLP; Schulte Roth & Zabel LLP; Kurtzman Carson Consultants LLC; Epiq Bankruptcy Solutions, LLC; Rust Consulting/Omni Bankruptcy; and Wells Fargo Bank. Except as disclosed herein, these professionals did not work on any matters involving the Debtors while employed by their previous firms. Moreover, these professionals were not employed by their previous firms when these Cases were filed.

10. DRC is an affiliate of American Stock Transfer & Trust Company, LLC ("AST"). AST is a global financial communications and stakeholder management company. Within the AST corporate structure, DRC operates as a separate and independent legal entity. Given the legal and operational separateness of DRC from AST, DRC does not believe that any relationships that AST and its affiliates maintain would create an interest of DRC that would be materially adverse to the Debtors' estates or any class of creditors or equity security holders.

11. There may be other creditors of the Debtors that DRC may have or may be presently representing, but in no event is DRC representing any other creditor with respect to the

Debtors' bankruptcy proceedings. To the extent I become aware of DRC having represented any other creditors of the Debtors, I will file a supplemental declaration advising the Court of the same. To the extent that DRC discovers any facts bearing on matters described herein, DRC will supplement the information contained herein.

12. Notwithstanding anything contained herein, as part of its diverse business, DRC is the noticing, claims, and balloting agent for debtors in numerous cases involving many different creditors (including taxing authorities), professionals, including attorneys, accountants, investment bankers, and financial consultants, some of which may be creditors or represent creditors; and parties-in-interest in these Cases. In addition, DRC has in the past and will likely in the future continue working with other professionals involved in these Cases in matters unrelated to these Cases. Based upon my current knowledge of the parties involved, and to the best of my knowledge, none of these business relations constitute interests adverse to that of the creditors, or the Debtors' estates, with respect to the matter upon which DRC is to be engaged. Additionally, DRC employees may, in the ordinary course of their personal affairs, have relationships with certain creditors of the Debtors. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal nature and completely unrelated to these Cases.

13. Based upon the information available to me, I believe that DRC is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, in that DRC and its personnel: (a) are not creditors, equity security holders, or insiders of the Debtors; (b) are not and were not, within two years before the date of the filing of these Cases, a director, officer, or employee of the Debtors; and (c) do not have an interest materially adverse to the interests of the

Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

14. Prior to the filing of these Cases, the Debtors paid DRC a retainer of \$75,000.00, of which \$8,824.00.00 was applied to prepetition services. DRC seeks to first apply the retainer to all prepetition invoices, thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Engagement Agreement during the Cases as security for the payment of fees and expenses under the Engagement Agreement. Following the termination of the Engagement Agreement, DRC will return to the Debtors any amount of the retainer that remains.

15. Under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend, and hold harmless DRC and its affiliates, officers, directors, agents, employees, consultants, and subcontractors under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from DRC's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement.

16. In performing the services identified above, DRC will charge the rates set forth in Schedule A to the Engagement Agreement annexed to the Application as Exhibit B. The rates set forth therein are as favorable and reasonable as the prices DRC charges in cases in which it has been retained to perform similar bankruptcy related services.

17. DRC will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: September 6, 2018

/s/ Nellwyn Voorhies

Nellwyn Voorhies
Executive Director
Donlin, Recano & Company, Inc.

Exhibit 1

Conflicts List

List of Parties in Interest

Name	Description
21st Century Fox	40 Largest Unsecured Creditor
A&E Networks	40 Largest Unsecured Creditor
Allied Integrated Marketing	40 Largest Unsecured Creditor
Amazon.com, Inc.	40 Largest Unsecured Creditor
AMC Networks, Inc.	40 Largest Unsecured Creditor
AMC Theatres	40 Largest Unsecured Creditor
BBG Home Again LLC	40 Largest Unsecured Creditor
Cinedigm Digital Cinema Corp.	40 Largest Unsecured Creditor
Discovery, Inc.	40 Largest Unsecured Creditor
Dolphin Max Steel Holdings LLC	40 Largest Unsecured Creditor
Erwin Penland LLC	40 Largest Unsecured Creditor
Facebook, Inc.	40 Largest Unsecured Creditor
Giaronomo Productions Inc	40 Largest Unsecured Creditor
Google, LLC	40 Largest Unsecured Creditor
HULU	40 Largest Unsecured Creditor
International Alliance of Theatrical Stage Employees	40 Largest Unsecured Creditor
IPG Mediabrands	40 Largest Unsecured Creditor
Kasima, LLC	40 Largest Unsecured Creditor
Loft International NV	40 Largest Unsecured Creditor
National Research Group, Inc.	40 Largest Unsecured Creditor
NBCUniversal	40 Largest Unsecured Creditor
Pandora Media Inc	40 Largest Unsecured Creditor
Promise Acquisitions, LLC	40 Largest Unsecured Creditor
Rhino Entertainment Company	40 Largest Unsecured Creditor
Roku, Inc.	40 Largest Unsecured Creditor
Snap Inc	40 Largest Unsecured Creditor
Sony Electronics, Inc.	40 Largest Unsecured Creditor
Spotify Technology	40 Largest Unsecured Creditor
Swisher Productions LLC	40 Largest Unsecured Creditor
The CW Television Network, LLC	40 Largest Unsecured Creditor
The Walt Disney Company	40 Largest Unsecured Creditor
Turner Broadcasting System	40 Largest Unsecured Creditor
Twitter Inc.	40 Largest Unsecured Creditor
Universal Pictures	40 Largest Unsecured Creditor
Univision	40 Largest Unsecured Creditor
Viacom, Inc.	40 Largest Unsecured Creditor
Bank Leumi, USA	40 Largest Unsecured Creditor, Litigation Party - Plaintiff
Joshua Deutsch	40 Largest Unsecured Creditor, Litigation Party - Plaintiff
Loren Schwartz	40 Largest Unsecured Creditor, Litigation Party - Plaintiff
Latham & Watkins LLP	40 Largest Unsecured Creditor, Ordinary Course Professional
2.9 Film Distribution Limited	Contract Counterparty
All I See Partners 2015, L.P.	Contract Counterparty
Amazon Digital Services LLC	Contract Counterparty
CinemaScore	Contract Counterparty
ComScore, Inc.	Contract Counterparty
Constantin Film Verleih GmbH	Contract Counterparty
Fullscreen, Inc.	Contract Counterparty
Good Films Enterprises LLC	Contract Counterparty
Haivision	Contract Counterparty
Hotel Artemis Limited	Contract Counterparty
IM Global Film Fund, LLC	Contract Counterparty
iSpot.tv, Inc.	Contract Counterparty
Kintop Pictures, Inc	Contract Counterparty
Lakeshore Entertainment Group LLC	Contract Counterparty
Lakeshore Entertainment Productions LLC	Contract Counterparty
ListenFirst Media, LLC	Contract Counterparty
Marshall Film, LLC,	Contract Counterparty
Midnight Sun, LLC	Contract Counterparty
Miramax Distribution Services, LLC	Contract Counterparty
MullenLowe U.S., Inc. d/b/a Mediahub	Contract Counterparty
Neilsen NRG, Inc.	Contract Counterparty
Paramount Pictures Corporation	Contract Counterparty
Promise Distribution, LLC	Contract Counterparty

List of Parties in Interest

Name	Description
PXL Bros, LLC	Contract Counterparty
Redrover Co., LTD	Contract Counterparty
Rentrak Corporation	Contract Counterparty
Riverstone Pictures (Show Dogs) Limited	Contract Counterparty
Romin, Inc.	Contract Counterparty
Showtime Networks Inc.	Contract Counterparty
Toon Box Entertainment Ltd.	Contract Counterparty
Universals Studios Home Entertainment LLC	Contract Counterparty
Adrienne Gary	Current / Former Officer
Brad Kembel	Current / Former Officer
Charlotte Von Weede	Current / Former Officer
David Rubin	Current / Former Officer
Eli Shibley	Current / Former Officer
Frank Prugo	Current / Former Officer
Jack Pan	Current / Former Officer
James Ellis	Current / Former Officer
Josh Gutfreund	Current / Former Officer
Jun Oh	Current / Former Officer
Lynn Harris	Current / Former Officer
Lynn Stepanian	Current / Former Officer
Mark Stern	Current / Former Officer
Melissa Martinez	Current / Former Officer
Michael Dwyer	Current / Former Officer
Mimi Tseng	Current / Former Officer
Phil Gurin	Current / Former Officer
Richie Fay	Current / Former Officer
Rodolphe Buet	Current / Former Officer
Sandy Friedman	Current / Former Officer
Scott Kennedy	Current / Former Officer
Steve Nickerson	Current / Former Officer
Tatyana Joffe	Current / Former Officer
Tim Sommerfeld	Current / Former Officer
TJ Moffett	Current / Former Officer
Donald Tang	Current Director
Jie "Kevin" Kang	Current Director
Robert Friedman	Current Director
Briarcliff LLC	Debtor
Empire Productions LLC	Debtor
Open Road Films, LLC	Debtor
Open Road International LLC	Debtor
Open Road Releasing, LLC	Debtor
OR Productions LLC	Debtor
Donlin, Recano & Company, Inc.	Debtors' Claims and Noticing Agent
Klee, Tuchin, Bogdanoff & Stern LLP	Debtors' Counsel
FTI Consulting, Inc.	Debtors' Interim Management Company
Young Conaway Stargatt & Taylor, LLP	Debtors' Local Counsel
Judge Brendan L. Shannon	Delaware Bankruptcy Judge
Judge Christopher S. Sontchi	Delaware Bankruptcy Judge
Judge Kevin Gross	Delaware Bankruptcy Judge
Judge Kevin J. Carey	Delaware Bankruptcy Judge
Judge Laurie Selber Silverstein	Delaware Bankruptcy Judge
Judge Mary F. Walrath	Delaware Bankruptcy Judge
Cacia Batts	Delaware Judge's Staff
Catherine Farrell	Delaware Judge's Staff
Cheryl Szymanski	Delaware Judge's Staff
Danielle Gadson	Delaware Judge's Staff
Donna Grottini	Delaware Judge's Staff
Janet Moore	Delaware Judge's Staff
Jill Walker	Delaware Judge's Staff
Laura Haney	Delaware Judge's Staff
Laurie Capp	Delaware Judge's Staff
Lora Johnson	Delaware Judge's Staff
Nancy Hunt	Delaware Judge's Staff

List of Parties in Interest

Name	Description
Rachel Bello	Delaware Judge's Staff
Rachel Werkheiser	Delaware Judge's Staff
Sherry Scaruzzi	Delaware Judge's Staff
Benjamin Hackman	Delaware UST's Office
Brya Keilson	Delaware UST's Office
Christine Green	Delaware UST's Office
David Buchbinder	Delaware UST's Office
Diane Giordano	Delaware UST's Office
Dion Wynn	Delaware UST's Office
Edith A. Serrano	Delaware UST's Office
Hannah M. McCollum	Delaware UST's Office
Holly Dice	Delaware UST's Office
Jaclyn Weissgerber	Delaware UST's Office
James R. O'Malley	Delaware UST's Office
Jane Leamy	Delaware UST's Office
Jeffrey Heck	Delaware UST's Office
Juliet Sarkessian	Delaware UST's Office
Karen Starr	Delaware UST's Office
Lauren Attix	Delaware UST's Office
Linda Casey	Delaware UST's Office
Linda Richenderfer	Delaware UST's Office
Mark Kenney	Delaware UST's Office
Michael Panacio	Delaware UST's Office
Michael West	Delaware UST's Office
Ramona Vinson	Delaware UST's Office
Richard Schepacarter	Delaware UST's Office
Shakima L. Dortch	Delaware UST's Office
T. Patrick Tinker	Delaware UST's Office
Timothy J. Fox, Jr.	Delaware UST's Office
China Everbright Limited	Equity Holder of Non-Debtor Parent Company
China Harvest Partners, L.P.	Equity Holder of Non-Debtor Parent Company
Donald Tang and Partners	Equity Holder of Non-Debtor Parent Company
Gopher Hargest	Equity Holder of Non-Debtor Parent Company
Neil Shen	Equity Holder of Non-Debtor Parent Company
Reliance Industries Limited	Equity Holder of Non-Debtor Parent Company
Tencent Holdings Limited	Equity Holder of Non-Debtor Parent Company
Tom Ortenberg	Former Director
Alliance of Canadian Cinema, Television and Radio Artists	Industry Guilds
American Federation of Musicians	Industry Guilds
Directors Guild of America	Industry Guilds
International Alliance of Theatrical Stage Employees	Industry Guilds
Media, Entertainment and Arts Alliance	Industry Guilds
Producers Guild of America	Industry Guilds
Union of British Columbia Performers	Industry Guilds
Dewitt Stern of California Insurance Services, a division of Risk Strategies Company	Insurance Broker
AIG Europe Limited	Insurer
Allied World Specialty Insurance Company	Insurer
Arch Insurance Group	Insurer
AXIS Insurance Company	Insurer
Chubb National Insurance Company	Insurer
Federal Insurance Company	Insurer
Hallmark Specialty Insurance Company	Insurer
Hartford Fire Insurance Company	Insurer
Hiscox Insurance Company, Inc.	Insurer
Starr Companies	Insurer
U.S. Specialty Insurance Company	Insurer
Vigilant Insurance Company	Insurer
One Hundred Towers L.L.C.	Lease Counterparty (Landlord)
Shoreline Law - Andrew Pauly and Damon Thayer	Litigation Party - Debtors' Attorney
Robert Thornton	Litigation Party - Plaintiff
Sous Chef, LLC	Litigation Party - Plaintiff
Bent Caryl & Kroll, LLP	Litigation Party - Plaintiff's Attorney
Leto Bassuk	Litigation Party - Plaintiff's Attorney

List of Parties in Interest

Name	Description
Procopio Cory Hargreaves & Savitch LLP	Litigation Party - Plaintiff's Attorney
Quinn Emanuel Urquhart & Sullivan - Gary Gans, Diane Cafferata, and William Odom	Litigation Party - Plaintiff's Attorney
Daley & Tang Securities LLC	Non-filing Debtor Affiliate
Global Road Entertainment LLC	Non-filing Debtor Affiliate
Global Road Entertainment Television LLC	Non-filing Debtor Affiliate
Global Road International Limited	Non-filing Debtor Affiliate
GRE Puerto Rico LLC	Non-filing Debtor Affiliate
IM Global LLC	Non-filing Debtor Affiliate
Sixjoy LLC	Non-filing Debtor Affiliate
Sleepless Nights Productions LLC	Non-filing Debtor Affiliate
Tang and Partners Limited	Non-filing Debtor Affiliate
Tang Media Partners Holdings LLC	Non-filing Debtor Affiliate
Tang Media Partners Limited	Non-filing Debtor Affiliate
Tang Media Partners LLC	Non-filing Debtor Affiliate
Tang Media Partners Securities LLC	Non-filing Debtor Affiliate
TMP Films Shanghai	Non-filing Debtor Affiliate
TMP Global LLC	Non-filing Debtor Affiliate
TMP Investment Shanghai	Non-filing Debtor Affiliate
TMPTV LLC	Non-filing Debtor Affiliate
Loeb & Loeb, LLP	Ordinary Course Professional
Shoreline, A Law Corporation	Ordinary Course Professional
Paul Hastings LLP	Professional, Counsel to Secured Lender (Bank of America)
Berkeley Research Group	Professional, Financial Advisor to Bank of America, N.A.
Glaser Weil - Patricia Glaser and Garland Kelly	Professional, Litigation Party - Debtors' Attorney
Amazon Content Services LLC	Secured - UCC Party
Awesomeness Distribution, LLC	Secured - UCC Party
Believe Film Partners, LLC	Secured - UCC Party
City National Bank, N.A.	Secured - UCC Party
Endgame Releasing Company, LLC	Secured - UCC Party
Film Finances, Inc.	Secured - UCC Party
Neddy Dean Productions Limited	Secured - UCC Party
Redrover Co., Ltd	Secured - UCC Party
Riverstone Pictures (Show Dogs) Limited	Secured - UCC Party
Riverstone Pictures (Sleepless Night) Limited	Secured - UCC Party
Riverstone Solutions 2 Limited	Secured - UCC Party
RPSD2 Limited	Secured - UCC Party
Sony Pictures Worldwide Acquisitions Inc.	Secured - UCC Party
Spotlight Films, LLC	Secured - UCC Party
IMG Global Film Fund LLC	Secured - UCC Party, Contract Counterparty
Writers Guild of America, East, Inc.	Secured - UCC Party, Industry Guild
Writers Guild of America, West, Inc.	Secured - UCC Party, Industry Guild
Screen Actors Guild - American Federation of Television and Radio Artists	Secured - UCC, Industry Guilds
Bank Hapoalim B.M.	Secured Lender
East West Bank	Secured Lender
MUFG Union Bank, N.A.	Secured Lender
CIT Bank, N.A.	Secured Lender, Depository Institution
Bank of America, N.A.	Secured Lender, UCC, Administrative Agent
California Franchise Tax Board	Taxing Authority
City of Chicago Department of Finance	Taxing Authority
Delaware Division of Revenue	Taxing Authority
Georgia Department of Revenue	Taxing Authority
Illinois Department of Revenue	Taxing Authority
Internal Revenue Service	Taxing Authority
Los Angeles County Tax Collector	Taxing Authority
New York City Department of Finance	Taxing Authority
Office of Finance, City of Los Angeles	Taxing Authority
Ohio Department of Taxation	Taxing Authority
State of New York, Department of Taxation and Finance	Taxing Authority
Tennessee Department of Revenue	Taxing Authority
Texas Comptroller of Public Accounts	Taxing Authority
Washington Department of Revenue	Taxing Authority

Exhibit B

Engagement Agreement

Donlin, Recano & Company, Inc.**STANDARD CLAIMS ADMINISTRATION AND NOTICING AGREEMENT****TERMS AND CONDITIONS**

Donlin, Recano & Company, Inc. (hereinafter called "DRC") agrees to provide Open Road Films LLC, including but not limited to any and all bankruptcy cases filed by any affiliate of Open Road Films LLC (hereinafter called the "Client") and Client agrees to purchase Services, (as defined below) upon the terms and conditions and other provisions stated herein. Client agrees and understands that none of the services constitute legal advice.

1. SERVICES: DRC agrees to provide the Client with consulting services regarding noticing and claims management and reconciliation, and any other services agreed upon by the parties or otherwise required by applicable law, government regulations, or court rules or orders. A more detailed description of the types of services offered by DRC, as well as the fees charged for such services, is annexed hereto as Schedule A.

2. CHARGES: All charges shall be based upon the time and materials incurred by DRC, billed at the DRC then prevailing standard rate unless another rate schedule is specifically and mutually agreed upon herein. DRC reserves its rights to adjust its standard rates in January of each year to reflect changes in the business and economic environment. In the event that rates are based other than on time and materials, and such other basis for rates is set forth herein, the Client agrees to pay, in addition to those rates, for all charges, incurred by DRC as a result of Client error or omission as determined by DRC. Such charges shall include but shall not be limited to re-runs and any additional clerical work, phone calls, travel expenses, or any other disbursements. When possible, DRC will notify Client in advance of any additional charges. Checks are accepted subject to collection and the date of collection shall be deemed the date of payment. Any check received from Client may be applied by DRC against any obligation owing by Client to DRC, and an acceptance by DRC of any partial payment shall not constitute a waiver of DRC's right to pursue the collection of any remaining balance. DRC requires advance deposits for all noticing, newspaper publishing or other significant expenditures as defined by DRC. In addition, Client shall reimburse DRC for all actual out-of-pocket expenses reasonably incurred by DRC. The out-of-pocket expenses may include, but are not limited to, postage, delivery services, travel, meals and other similar costs and expenses. In addition to all charges for services and materials hereunder, Client shall pay to DRC all taxes, however designated, levied or based that are applicable to this Agreement or are measured directly by payments made under this Agreement and are required to be collected by DRC or paid by DRC to taxing authorities. This provision, includes but is not limited to, sales, use and excise taxes, but does not include personal property taxes or taxes based on net income. In the event the Client files for protection pursuant to chapter 11 of title 11 of the United States Code, the parties intend that DRC shall be employed pursuant to 28 U.S.C §156(c), and that all fees and expenses due under this agreement shall be paid as administrative expenses of the Client's chapter 11 estate(s). In the event the Client's bankruptcy case(s) is converted to a chapter 7 case(s), any unpaid fees and costs with respect to this Agreement shall be treated as a chapter 11 administrative expense claim.

3. TRANSPORTATION OF DATA: Data submitted by the Client to DRC for processing shall be transported at the Client's risk and expense to and from the DRC office. In the event the Client fails to deliver the input data to DRC at the time scheduled, the Client agrees that DRC may extend, as necessary, the time for the completion of processing of such data. Client further agrees that the time for the completion or processing of such data may be extended because of the following holidays in addition to any Bank holidays recognized in the city in which DRC is located: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In any event, DRC does not warrant or represent that shipment or availability dates will be met, but will use its best efforts to do so. If DRC is required to stay open to perform required tasks on such days, an additional mutually agreed upon cost may be required by DRC.

Donlin, Recano & Company, Inc.

4. EVERGREEN RETAINER & INVOICES: At the commencement of this engagement, the Client shall pay to DRC an advance payment retainer (the "Retainer") in the amount of \$10,000. The Retainer shall be an "evergreen" retainer and shall be applied to the payment of the final invoice from DRC for this engagement. DRC may apply the Retainer to any other invoice in its absolute discretion, and upon notice thereof from DRC, the Client shall replenish the Retainer. Invoices for pre-petition services shall be paid in full, and may be satisfied, in the absolute discretion of DRC, out of the Retainer, which shall be replenished upon notice thereof to the Client. DRC, in its absolute discretion, may suspend or discontinue services after filing of a petition if pre-petition invoices are not paid in full, or if the Retainer is not replenished when request therefore is made. DRC may require the Client to increase the Retainer if the average amount of monthly invoices for three consecutive months is 10% greater than the amount of the Retainer. Client shall pay the charges set forth in Schedule A, attached hereto. DRC shall invoice the Client monthly for all services rendered during the preceding month. Charges for a partial month's service shall be prorated based on a thirty (30) day month. Terms are net 20 days following the date of billing. Failure to pay any fees, costs or other amounts to DRC shall be a breach of this Agreement (a "Failure to Pay"). Notwithstanding anything else contained in this Agreement, in the event of a Failure to Pay, DRC reserves the right to withhold reports and materials of the Client, in addition to all other remedies available to DRC. Upon a Failure to Pay, DRC may assess a late charge at a rate of one and one-half percent (1-1/2%) per month or the highest rate permitted by law, whichever is less, on all unpaid amounts until paid in full. DRC shall also have the right, at its option, to terminate this agreement for non payment of invoices after 30 days from the date unpaid invoices are rendered (a "Non-Payment Breach"). If the invoice amount is disputed, notice shall be given to DRC within ten (10) days of receipt of the invoice by the Client. The undisputed portion of the invoice will remain due and payable. Late charges shall not accrue on any amounts in dispute. Notwithstanding anything contained in this agreement to the contrary, a Failure to Pay shall under no circumstances be construed as an agreement by DRC to reduce or waive DRC's fees and expenses. The Client shall not agree or otherwise consent to a unilateral reduction or waiver of DRC fees and expenses without the explicit written consent of DRC and any such agreement or consent to such reduction or waiver by the Client without DRC's explicit written consent shall be deemed null and void and constitute a breach of this Agreement (a "Material Breach"). Notwithstanding anything contained in this agreement to the contrary, upon the occurrence of a Material Breach, DRC shall have the right, at its option, to terminate this agreement upon five (5) business days notice to the Client.

5. STORAGE: Client shall assume the risks and DRC shall not be responsible for any damages, liability or expenses incurred in connection with any delay in delivery of or damage to cards, disks, magnetic tapes or any input data furnished by Client unless DRC has agreed in writing to assume such responsibility. Forms storage at DRC beyond a normal 90 day supply will be billed at standard warehousing rates established by DRC.

6. E-MAIL COMMUNICATIONS: DRC and the Client and its agents acknowledge that they may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus-free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents, whether received on disk or otherwise.

7. SUPPLIES: All supplies shall be furnished at Client's expense.

8. WARRANTY AND RELIANCE: Client acknowledges and agrees that DRC will take direction from the Client's representatives, employees, agents and/or professionals (collectively, the "Client Parties") with respect

Donlin, Recano & Company, Inc.

to services being provided under this Agreement. Client and DRC agree that DRC may rely upon, and the Client agrees to be bound by, any requests, advice or information provided by the Client Parties to the same extent as if such requests, advice or information were provided by the Client. DRC shall have the right to rely on the accuracy of all data provided by the Client and the Client Parties to DRC. Client is responsible for the accuracy of all programs, data and other information it submits to DRC. The DRC warranty under this agreement shall be limited to the re-running at its expense, of any inaccurate reports provided that such inaccuracies were caused solely as a result of performance hereunder and provided further that DRC shall receive written notice of such inaccuracies within thirty (30) days of delivery of such report. If said notice is not made to DRC within the prescribed time limit Client is due and liable for all charges. Client agrees that the foregoing constitutes the exclusive remedy available to it.

9. TERM: This agreement shall be effective from the date upon which it is accepted by DRC as set forth herein and shall remain in force until terminated by either party upon thirty days' written notice to the other party or by DRC upon occurrence of a Non-Payment Breach or a Material Breach, as defined in paragraph 4 above. In the event that a chapter 7 trustee, chapter 11 trustee or chapter 11 liquidating trustee is appointed, this agreement will remain in effect until an order of the Bankruptcy Court is entered discharging DRC from service and responsibility under this Agreement. The payment obligation and the indemnity obligation set forth in sections 4 and 11 herein, respectively, shall survive termination of this Agreement. In the event this Agreement is terminated, DRC shall coordinate with the Client and, to the extent applicable, the Office of the Clerk of the Bankruptcy Court, for an orderly transfer of record keeping functions and shall provide all necessary staff, services and assistance required for such orderly transfer. Client agrees to pay for such services in accordance with DRC's then existing fees for such services. If termination of this Agreement occurs following entry of an order by the Bankruptcy Court approving DRC's retention under 28 U.S.C. § 156 (c), then the Client shall immediately seek entry of an order (in form and substance reasonably acceptable to DRC) that discharges DRC from service and responsibility under this Agreement and 28 U.S.C. § 156 (c).

10. TERMS OF AGREEMENT: The terms of this Agreement prevail over any and all terms contained in Client's purchase order or authorization and no waiver, discharge, or modification of the terms of this Agreement shall bind DRC unless in writing and signed by an authorized representative of DRC.

11. INDEMNIFICATION: The Client shall indemnify and hold DRC and its affiliates, officers, directors, agents, employees, consultants, and subcontractors (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs, obligations, judgments, causes of action, charges (including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), arising out of or relating to (a) this Agreement or DRC's rendering of services pursuant hereto (including any erroneous instructions or information provided to DRC by the Client or the Client Parties for use in providing services under this Agreement), (b) any breach or alleged breach of this Agreement by Client, or (c) any negligence or willful or reckless actions or misconduct of Client or Client Parties with respect to this Agreement, other than Losses resulting solely from DRC's gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Parties. The Client shall notify DRC in writing promptly of the institution, threat or assertion of any claim of which the Client is aware with respect to the services provided by DRC under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of DRC and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to DRC's liabilities.

12. CONFIDENTIALITY: Each of DRC and the Client, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is

Donlin, Recano & Company, Inc.

required to produce any such information by order of any governmental agency or other regulatory body, it may, upon not less than five (5) business days' written notice to the other party, release the required information.

13. OWNERSHIP OF PROGRAMS: Unless otherwise agreed in writing, all programs developed by DRC in connection with any services to be performed under this Agreement shall remain the sole property of DRC. All programs and/or systems documentation in the possession of DRC which DRC has agreed in writing to return to the Client, prepared for the Client by DRC, shall be returned to the Client upon demand providing all charges for such programming and/or systems documentation have been paid in full.

14. SYSTEMS IMPROVEMENTS: DRC's policy is to provide continuous improvements in the quality of service to its clients. DRC, therefore, reserves the right to make changes in operating procedures, operating systems, programming languages, application programs, time period of accessibility, equipment, and the DRC data center serving the Client, so long as any such changes do not materially interfere with ongoing services provided to the Client in connection with the Client's chapter 11 case.

15. UNUSUAL MEASURES: Where the Client requires measures that are unusual and beyond the normal business practice and hours of DRC such as, but not limited to, CPA Audit, Errors and Omissions Insurance, and/or Off-Premises Storage of Data, the cost of such measures, if provided by DRC, shall be charged to the Client. Said charges may be required in advance if DRC deems it appropriate.

16. JURISDICTION. In the event that Client commences a case under title 11 of the United States Code, this Agreement shall be subject to approval by the United States Bankruptcy Court for the district in which the Client commences its case (the "Bankruptcy Court") and such court shall retain jurisdiction over all matters regarding this Agreement.

17. FORCE MAJEURE. Whenever performance by DRC of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reasons of any other matter beyond DRC's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

18. NOTICE. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier. Any such notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in the United States mail, or, if sent by overnight courier, one business day after delivery to such courier, as follows: if to DRC, to Donlin, Recano & Company, Inc., 6201 15th Avenue, Brooklyn, New York, New York 11219, Attention: Nellwyn Voorhies, Esq.; if to the Client, to Amir Agam, 350 S. Grand Ave., Suite 3000, Los Angeles, CA 90071, and a copy to Clients' counsel, Klee, Tuchin, Bogdanoff & Stern LLP, Attention Jonathan M. Weiss, 1999 Avenue of the Stars, 39th Floor, Los Angeles, CA 90067.

19. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of New York (without reference to its conflict of laws provisions).

20. SEVERABILITY. All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.

21. ASSIGNMENT. This Agreement and the rights and obligations of DRC and the Client hereunder shall

Donlin, Recano & Company, Inc.

bind and inure to the benefit of any successors or assigns thereto.

22. GENERAL: The terms and conditions of this Agreement may be modified by DRC upon one (1) month's prior written notice to Client. Client will not employ any DRC employee within two (2) years from the termination of this Agreement. The term "this Agreement" as used herein includes any future written amendments, modifications, supplements or schedules duly executed by Client and DRC. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. A facsimile copy, photocopy or imaged copy of this Agreement shall be considered an original copy. The Client shall file an application with the Bankruptcy Court seeking approval of this Agreement (the "Application"), the form and substance of which shall be reasonably acceptable to DRC. If an order is entered approving such Application (the "Order"), any discrepancies between this Agreement, the Application and the Order shall be controlled by the Application and Order.

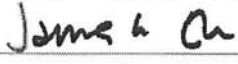
Accepted and Approved:

Donlin, Recano & Company, Inc.
6201 15th Avenue
Brooklyn, New York 11219

By: Nellwyn Voorhies
Signature: 
Title: Executive Director
Date: 8/29/18

Accepted and Approved:

Open Road Films LLC

By: James H. Ellis
Signature: 
Title: Authorized Signatory
Date: 8/29/18

This Agreement is subject to the terms and conditions set forth herein. Client acknowledges reading and understanding it and agrees to be bound by its terms and conditions and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals oral or written and other prior communications between the parties relating to the subject matter of this Agreement.

Donlin, Recano & Company, Inc.

SCHEDULE A
Open Road Films LLC
Fee Schedule

Professional Service	Hourly Rates
Executive Staff	No charge
Senior Bankruptcy Consultant	\$175
Case Manager	\$140
Technology/Programming Consultant	\$90
Consultant	\$80
Clerical	\$45
Noticing Service	
Laser Printing/ Photocopies	\$.09 per Image
Personalization/ Labels	WAIVED
Envelopes	NO CHARGE
Fax (Incoming)	WAIVED
Fax Noticing	\$.08 per Page
Postage and Overnight Delivery	At Cost – preferred rates
Electronic Noticing	WAIVED
Publication Services	At Cost
Solicitation, Balloting, Schedule/SOFA	
Print and Mail Ballots/Plan Disbursements	Print/hourly fees above – Plan/DS media varies
Set-up Tabulation & Vote Verification	\$90 - \$175 as needed
Public Securities Solicitation	N/A
Schedule/SOFA preparation	\$90 - \$195 per Hour
Claims Docketing and Management	
Website Development	WAIVED
Web Hosting	WAIVED
Creditor Data Storage/ Electronic Document Storage	\$.05 per record monthly
Document Imaging	\$.08 per Image
Electronic Claims filing	No Set-up charge or per claim charge
Data Room Services	
DRC DocuLinks™ Virtual Data Room Services	Hosting WAIVED
Data Room Development	\$90 per Hour
Miscellaneous	
Out-of-Pocket Expenses (including any required travel)	At Cost
Call Center Operators	\$65 per hour
Strategic Communications	\$395 per hour

Exhibit C

Proposed Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re

OPEN ROAD FILMS, LLC, a Delaware
limited liability company, *et al.*,¹

Debtors.

Chapter 11

Case No.: 18-12012 (___)

(Jointly Administered)

Re Docket No.

**ORDER AUTHORIZING RETENTION AND APPOINTMENT OF
DONLIN, RECANO & COMPANY, INC. AS CLAIMS AND NOTICING
AGENT FOR THE DEBTORS PURSUANT TO 28 U.S.C. § 156(c),
NUNC PRO TUNC TO THE PETITION DATE**

Upon the application (the “Application”)² of Open Road Films, LLC and its affiliated debtors and debtors in possession (the “Debtors”) in the above-captioned chapter 11 cases (the “Cases”) for entry of an order pursuant to section 156(c) of title 28 of the United States Code (the “Bankruptcy Code”), Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), authorizing the Debtors to retain and appoint Donlin, Recano & Company, Inc. (“DRC”) as claims and noticing agent in the Cases; and upon consideration of the Voorhies Declaration submitted in support of the Application; and upon consideration of the First Day Declaration; and the Court being satisfied, based on the representations made in the Voorhies Declaration, that DRC does not represent or hold any interest adverse to the Debtors or the

¹ The Debtors and the last four digits of their respective federal taxpayer identification numbers are as follows: Open Road Films, LLC (4435-Del.); Open Road Releasing, LLC (4736-Del.); OR Productions LLC (5873-Del.); Briarcliff LLC (7304-Del.); Open Road International LLC (4109-Del.); and Empire Productions LLC (9375-Del.). The Debtors’ address is 2049 Century Park East, 4th Floor, Los Angeles, CA 90067.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

Debtors' estates; and it appearing that the Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 1334 and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and it appearing that the Application is a core matter pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and it appearing that venue of these Cases and of the Application is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Application has been given under the circumstances, and that no other or further notice need be given; and it appearing that the employment of DRC is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and after due deliberation, and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. Notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is approved solely as set forth in this Order.
2. The Debtors are authorized to retain DRC effective as of the Petition Date under the terms of the Engagement Agreement, and DRC is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in the Cases, and all related tasks, all as described in the Application.
3. DRC shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in the Cases and is authorized and directed to maintain official claims registers for each of the Debtors, to provide the Clerk with a certified duplicate thereof upon the request of the Clerk, and to provide public access to every proof of claim unless otherwise ordered by the Court.

4. DRC is authorized and directed to obtain a post office box or address for the receipt of proofs of claim;

5. DRC is authorized to take such other action to comply with all duties set forth in the Application.

6. The Debtors are authorized to compensate DRC in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by DRC and the rates charged for each, and to reimburse DRC for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for DRC to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. DRC shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any official committee, if any, monitoring the expenses of the Debtors, and any party-in-interest who specifically requests service of the monthly invoices.

8. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Engagement Agreement or monthly invoices, and the parties may seek resolution of the matter from the Court if resolution is not achieved.

9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of DRC under this Order shall be an administrative expense of the Debtors' estates.

10. The portion of section 4 of the Engagement Agreement addressing late charges shall be null, void, and of no further force and effect for postpetition services rendered by DRC.

11. DRC may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, DRC may hold its retainer under the Engagement Agreement during the Cases as security for the payment of fees and expenses under the Engagement Agreement. Following the termination of the Engagement Agreement, DRC shall return to the Debtors any amount of the retainer that remains.

12. The Debtors shall indemnify DRC under the terms of the Engagement Agreement.

13. DRC shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court.

14. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify DRC, or provide contribution or reimbursement to DRC, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from DRC's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of DRC's contractual obligations if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co., et al.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which DRC should not receive indemnity, contribution or reimbursement under the terms of the Engagement Agreement as modified by this Order.

15. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Cases (that order having become a final order no longer subject to appeal) or (ii) the entry of an

order closing the Cases, DRC believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, DRC must file an application therefore in this Court, and the Debtors may not pay any such amounts to DRC before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by DRC for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify DRC. All parties in interest shall retain the right to object to any demand by DRC for indemnification, contribution or reimbursement.

16. In the event DRC is unable to provide the services set out in this order, DRC will immediately notify the Clerk and Debtors' attorneys and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' attorneys.

17. The Debtors may submit a separate retention application, pursuant to Bankruptcy Code section 327 and/or any applicable law, for work that is to be performed by DRC that is not specifically authorized by this Order.

18. The Debtors and DRC are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

19. Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains jurisdiction and power with respect to all matters arising from or related to the implementation of this Order.

20. DRC shall not cease providing claims processing services during the Cases for any reason, including nonpayment, without an order of the Court.

21. In the event of any inconsistency between the Engagement Agreement, the Application and the Order, the Order shall govern.

Dated: Wilmington, Delaware
_____, 2018

Honorable
United States Bankruptcy Judge