

**EXHIBIT A**

**DEFINITIONS**

1. “Communications” means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise) and includes all oral and written communications of any nature, type or kind including, but not limited to, any ESI (and any attachments thereto), Documents, telephone conversations, discussions, meetings, facsimiles, e-mails, pagers, memoranda, and any other medium through which any information is conveyed or transmitted.

2. “Credit Agreement” means that certain *Second Amended and Restated Credit, Security, Guaranty and Pledge Agreement*, dated as of April 8, 2015 (as amended, restated, amended and restated, refinanced, replaced, supplemented, or otherwise modified), executed by Open Road Films, LLC, as borrower; Open Road Releasing, LLC, as a pledgor; the remaining Debtors, as guarantors; Bank of America, N.A., as lender and letter of credit issuer and each of the lenders party thereto; and Bank of America, N.A., as administrative agent, including any documents or ancillary agreements executed in connection therewith.

3. “Debtors” means, individually and collectively, Open Road Films, LLC, Open Road Releasing, LLC, OR Productions LLC, Briarcliff LLC, Open Road International LLC, and Empire Productions LLC, and each of their respective employees, officers, directors, managers, agents, and representatives.

4. “Document” means and includes all written, recorded, transcribed or graphic matter of every nature, type and kind, however and by whoever produced, reproduced, disseminated or made. This includes, but is not limited to, Communications, ESI, “writings” as defined by Rule 1001 of the Federal Rules of Evidence, copies or drafts, and any tangible or intangible thing or item that contains any information. Any Document that contains any

comment, notation, addition, insertion or marking of any type or kind which is not part of another Document, is to be considered a separate Document.

5. “ESI” has the meaning ascribed to it in Federal Rules of Civil Procedure 16, 26, and 34(a).

6. “First Day Declaration” means the *Declaration of Amir Agam in Support of First Day Motions*, filed in the Debtors’ bankruptcy cases [Docket No. 7].

7. “Person” means and includes individuals as well as corporations, partnerships, unincorporated associations, limited liability companies, trusts, firms, cooperatives, fictitious business names and government agencies, and their respective employees, officers, directors, managers, agents, and representatives.

8. “Prepetition Lenders” means the lenders under the Credit Agreement, and each of their respective employees, officers, directors, managers, agents, and representatives.

9. “You” or “Your” means Bank of America, N.A., and each of its employees, officers, directors, managers, agents, and representatives.

## TOPICS

### Topic No. 1:

The Credit Agreement, including without limitation, any known or anticipated defaults thereunder and any actions taken by You or the Prepetition Lenders with respect thereto.

### Topic No. 2:

Your relationship with the Debtors, including without limitation, any Documents or Communications exchanged between You and the Debtors, You and the Prepetition Lenders, or You and any other Person relating to the Debtors.

**Topic No. 3:**

The amounts owed to You and the Prepetition Lenders under the Credit Agreement and any recoveries, receipts, or other value realized by You or the Prepetition Lenders since September 6, 2017 from, or on account of, the collateral pledged to You under the Credit Agreement.

**Topic No. 4:**

The negotiations relating to the draft forbearance agreement with the Debtors with regard to the Credit Agreement.

**Topic No. 5:**

The circumstances surrounding that certain default letter from You to the Debtors dated July 5, 2018, notifying the Debtors of certain events of default under the Credit Agreement.

**Topic No. 6:**

The circumstances surrounding that certain notice letter from You to the Debtors dated August 7, 2018, notifying the Debtors that, among other things, their access to funds in certain deposit accounts had been blocked and that You would be sweeping all amounts in such deposit accounts with the intention of applying \$8,000,000 against outstanding obligations under the Credit Agreement.

**Topic No. 7:**

The Debtors' assertion in the First Day Declaration that the Prepetition Lenders exercised their rights under the Credit Agreement to block the Debtors' access to certain of their deposit accounts, reducing the amount of cash available to the Debtors and thereby forcing the Debtors to undertake significant layoffs on August 28, 2018.

**Topic No. 8:**

Any fees, default fees, penalties, and default interest paid to You or any of the Prepetition Lenders by or on behalf of the Debtors.

[End]