

EXHIBIT A

Agam Declaration

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 (LSS)

(Jointly Administered)

**DECLARATION OF AMIR AGAM IN SUPPORT OF DEBTORS' MOTION FOR
ENTRY OF AN ORDER, PURSUANT TO BANKRUPTCY CODE SECTION 105(a) AND
BANKRUPTCY RULE 9019, APPROVING SETTLEMENT WITH
SHOWTIME NETWORKS, INC. AND IM GLOBAL, LLC**

I, Amir Agam, hereby declare, under penalty of perjury, as follows:

1. I am a Senior Managing Director at FTI Consulting, Inc. and I have been appointed to serve and am currently serving as the Chief Restructuring Officer ("CRO") for Open Road Films, LLC ("Open Road") and its affiliated debtors and debtors in possession (the "Debtors") in the above-captioned jointly administered chapter 11 cases. I submit this declaration in support of the *Debtors' Motion for Entry of an Order, Pursuant to Bankruptcy Code Section 105(a) and Bankruptcy Rule 9019, Approving Settlement with Showtime Networks Inc. and IM Global, LLC* (the "Motion").² I have reviewed and am generally familiar with the Motion and the Settlement Agreement.

2. I am familiar with the day-to-day operations and business and financial affairs of the Debtors, having served in my current capacity as CRO for the Debtors since August 3, 2018.

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 used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

All facts set forth in this Declaration are based on my personal knowledge, my communications with other members of the Debtors' senior management, discussions with my colleagues who are also working on this matter, my review of relevant documents, or my opinion, based on my overall professional experience, in light of my personal knowledge of the Debtors' operations, business affairs, and financial condition. If called as a witness, I could and would competently testify to the matters set forth herein based on the foregoing.

3. SNI and Open Road are parties to an Exclusive Theatrical Output Agreement, dated as of August 20, 2013 (as subsequently amended, the "Output Agreement"), pursuant to which Open Road granted SNI the exclusive rights to distribute certain motion pictures on SNI's "Pay Services" (as defined in the Output Agreement) during the applicable time periods specified in the Output Agreement in the "Territory" (as defined in the Output Agreement) (such time periods, the "Windows").

4. I understand that on or about May 9, 2017, IM Global purported to assign all North American rights in a motion picture known as Richard Says Goodbye (the "Picture") to Creative Artists Agency or an affiliate thereof, which in turn assigned such rights (the "Saban Assignment") to Saban Capital Group or an affiliate thereof ("Saban"). It is my understanding that SNI contends that (i) failure by Open Road to deliver the Picture to SNI for distribution by SNI pursuant to the Output Agreement would constitute a breach of the Output Agreement; (ii) the Output Agreement grants SNI the exclusive Pay Service rights in the Picture in the Territory during the Windows; and (iii) Saban consequently does not legitimately hold any Pay Service rights in the Picture in the Territory. Open Road and IM Global dispute those contentions.

5. In connection with the foregoing, I am informed that SNI hopes to enter into an agreement with Saban to acquire from Saban any rights that Saban purports to have with respect to the Picture during the Windows (the "Saban Agreement"). The Settlement Agreement that is the subject of the Motion and the Saban Agreement are mutually dependent, and neither is intended to become effective unless and until the other also becomes effective.

6. In order to resolve its potential disputes with Open Road and IM Global in this matter, SNI has agreed to release Open Road, IM Global, and certain related parties from liability in connection with or arising out of the Saban Assignment (to the extent and on the terms set forth in the Settlement Agreement), in exchange for the agreement by Open Road and IM Global not to contend that SNI has waived or released any claims with respect to anything other than the Saban Assignment by entering into the Settlement Agreement and/or acquiring any purported rights to the Picture from Saban. Accordingly, after careful consideration of the facts and circumstances, the Debtors have agreed to enter into the Settlement Agreement.

7. The Debtors have determined, in an exercise of their sound business judgment, that the terms of the Settlement Agreement are fair and reasonable and that the best interests of the Debtors' estates and creditors will be served by entry of the Proposed Order. The Debtors, SNI, and IM Global negotiated the Settlement Agreement in good faith and at arm's length. The Settlement Agreement resolves the potential disputes arising with respect to the Output Agreement and the Saban Assignment in an efficient and consensual manner that will avoid litigation costs to the estates and the inherent risk and uncertainty related to any such litigation. Moreover, the Settlement Agreement does not require the Debtors to pay any cash consideration, rather, it merely provides for the exchange of releases, which the Debtors have reasonably

determined to be in the best interests of the estates. Accordingly, based on the foregoing considerations, I believe the Settlement Agreement should be approved.

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

Dated: October 19, 2018

/s/ Amir Agam

Amir Agam
Chief Restructuring Officer