

Exhibit A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE 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)

**ORDER REGARDING CONFIDENTIALITY
AGREEMENT AND PROTECTIVE ORDER**

This Confidentiality Agreement and Proposed Stipulated Protective Order (“Protective Order”) is entered into by and among: (a) Bank of America, N.A.; (b) the Official Committee of Unsecured Creditors appointed in the above-captioned chapter 11 cases (the “Committee”); and (c) any other persons or entities who become bound by this Protective Order by signifying their assent through execution of **Annex 1** hereto (a “Declaration”). Each of the persons or entities identified in the foregoing clauses (a) through (c) shall be referred to herein individually as a “Party.” and, collectively, as the “Parties.”

Recitals

WHEREAS, in connection with the above-captioned cases (the “Chapter 11 Cases”), the Parties are or will be engaged in diligence, discussions, and/or litigation concerning a variety of issues arising in the Chapter 11 Cases (collectively, the “Matters”); and

WHEREAS, the Parties have sought or may seek certain Discovery Material (as defined below) from one another with respect to one or more Matters, including through informal requests, service of document requests, interrogatories, depositions, and other discovery requests

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.

(collectively “Discovery Requests”) as provided by the Federal Rules of Civil Procedure (the “Federal Rules”), the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the Local Rules for the United States Bankruptcy Court for the District of Delaware (the “Local Rules”);

NOW, THEREFORE, to facilitate and expedite the production, exchange and treatment of Discovery Material (as defined below), to facilitate the prompt resolution of disputes over confidentiality, and to protect Discovery Material (as defined below) that a Party seeks to maintain as confidential, the Parties stipulate and agree as follows:

1. The Parties shall submit this Protective Order to the Court for approval. The Parties shall abide by and be bound by the terms of this Protective Order.

2. Unless otherwise agreed by the Parties or ordered by the Court, all deadlines stated herein shall be computed pursuant to Rule 9006 of the Federal Rules of Bankruptcy Procedure.

Scope of Protective Order

3. This Protective Order applies to all information, documents and things produced by a Party (each a “Producing Party”) to any other Party (each a “Receiving Party”) in response to any Discovery Requests relating to the Matters, including without limitation deposition testimony, interviews, documents, data and other information (collectively, “Discovery Material”).

4. This Protective Order applies to all non-parties who become a Party by signing a Declaration in the form provided as **Annex 1** and agreeing to be bound by the terms of this Protective Order.

Designating Discovery Material

5. Any Producing Party may designate Discovery Material as “Confidential Material” or “Advisors’-Eyes Only” (any such Discovery Material, “Designated Material”) in accordance with the following provisions:

- (a) Confidential Material: A Producing Party may designate Discovery Material as “Confidential” if such Producing Party believes in good faith (or with respect to documents received from another person, has been reasonably advised by such other person) that such Discovery Material constitutes or contains nonpublic, proprietary and commercially sensitive information; or confidential technical, business, financial, personal or other information of a nature that is or properly can be protected under Federal Rule 26(c) or Bankruptcy Rules 7026 or 9018; or is subject by law or by contract to a legally protected right of privacy; or the Producing Party is under a preexisting obligation to a third-party to treat as confidential; or the Producing Party has in good faith been requested by another Party to so designate on the grounds that such other Party considers such material to contain information that is nonpublic, proprietary and commercially sensitive to such Party.
- (b) Advisors’-Eyes Only Material: A Producing Party may designate non-public Discovery Material as “Advisors’-Eyes Only” if such Producing Party believes in good faith (or with respect to documents received from another person, has been reasonably advised by such other person) that such Discovery Material is of such a nature that a risk of competitive injury would be created if such Discovery Material were disclosed to persons other than those identified in Paragraph 11 of this Protective Order, which may include certain trade secrets, sensitive financial or business information, or material prepared by its industry professionals, advisors, financial advisors, accounting advisors, experts and consultants (and their respective staff) that are retained by the signatories to this Protective Order in connection with the above-captioned cases, and only to the extent that the Producing Party believes in good faith that such material is of such a nature that “Advisors’-Eyes Only” treatment is warranted.

6. Manner of Designation: Where reasonably practicable, any Designated Material shall be designated by the Producing Party as such by marking every such page “Confidential” or “Advisors’-Eyes Only” as applicable. Such markings should not obliterate or obscure the content of the material that is produced. Where marking every page of such materials is not reasonably practicable, such as with certain native file documents, or to facilitate the expeditious

production of documents, such as through an electronic data room, a Producing Party may designate material as “Confidential” or “Advisors’-Eyes Only” by informing the Receiving Party in writing in a clear and conspicuous manner at the time of production of such material that such material is “Confidential” or “Advisors’-Eyes Only”. The inclusion of the words “Confidential” or “Advisors’-Eyes Only” in the file names of any native file documents shall be deemed to comply with this requirement.

7. Late Designation of Discovery Material: The failure to designate particular Discovery Material as “Confidential” or “Advisors’-Eyes Only” at the time of production shall not operate to waive a Producing Party’s right to later designate such Discovery Material as Designated Material or later apply another designation pursuant to this Protective Order (“Misdesignated Material”). At such time, the Producing Party and the Receiving Party will work together in good faith to arrange for the destruction of the Misdesignated Material or for the return to the Producing Party of all copies of the Misdesignated Material and for the substitution, where appropriate, of properly labeled copies of such Discovery Material. Upon receipt of replacement copies of such Misdesignated Material with the proper designation, the Receiving Party or Parties shall take all reasonable steps to return or destroy all previously produced copies of such Misdesignated Material. If requested by the Producing Party, a Receiving Party shall verify in writing that it has taken all reasonable steps to return or destroy such Misdesignated Material. Notwithstanding the foregoing, no Party shall be deemed to have violated this Protective Order if, prior to notification of any later designation, such Discovery Material was disclosed or used in any manner consistent with its original designation but inconsistent with its later designation. Once such later designation has been made, however, any Discovery Material shall be treated in accordance with that later designation; provided, however,

that if the material that was not designated has been, at the time of the later designation, previously publicly filed with a court or otherwise made publicly available (other than in violation of this Protective Order), no Party shall be bound by such later designation except to the extent determined by the Court upon motion of the Party or non-Party that failed to make the designation.

Use and Disclosure of Confidential or Advisors’-Eves Only Material

8. General Limitations On Use And Disclosure Of All Discovery Material: All Discovery Material shall be used by the Receiving Parties solely for the purposes of the Matters in the Chapter 11 Cases, and solely to the extent reasonably necessary to accomplish the purpose for which disclosure is made, and not for any other purpose, including any business, competitive, governmental, commercial, or administrative purpose or function.

9. Confidential Material: Confidential Material, and any and all information contained therein, may be given, shown, made available or communicated only to the following:

- (a) The Receiving Party, including its respective managers, partners, directors, officers, employees, counsel, experts, consultants, and agents—in each case, only as necessary to assist with or make decisions with respect to the above-captioned cases;
- (b) any individual members of the Committee, subject to such member signing a Declaration in the form provided as **Annex 1** hereto;
- (c) the U.S. Trustee;
- (d) upon written notice to and with the consent of the Producing Party (which shall not be unreasonably withheld), any other persons or entities who become bound by this Protective Order by signifying their assent through execution of **Annex 1** hereto, including their respective managers, partners, directors, officers, and agents—in each case, only as necessary to assist with or make decisions with respect to the above-captioned cases, and only after he/she has signed a Declaration in the form provided as **Annex 1** hereto;
- (e) any other persons specified in Paragraph 10 below.

10. Advisors'-Eyes Only Material: Advisors'-Eyes Only Material, and any and all information contained therein, may be given, shown, made available or communicated only to the following:

- (a) counsel (including in-house counsel) and staff working under the express direction of counsel for:
 - (i) the Receiving Party; and
 - (ii) upon written notice to and the consent of the Producing Party (which shall not be unreasonably withheld), any other persons or entities who become bound by this Protective Order by signifying their assent through execution of **Annex 1** hereto;
- (b) professionals retained under 11 U.S.C. § 328, or other professionals, industry advisors, financial advisors, accounting advisors, experts and consultants (and their respective staff) retained by the Receiving Party in connection with the Matters;
- (c) any person who is indicated on the face of a document to have been an author, addressee or copy recipient thereof, an actual or intended recipient thereof, or in the case of meeting minutes, an attendee of the meeting;
- (d) outside photocopying, graphic production services, or litigation support services, as necessary for use in connection with the above-captioned cases;
- (e) court reporters, stenographers, or videographers who record testimony in connection with the above-captioned cases;
- (f) the Court, its officers and clerical staff in any judicial proceeding that may result from the above-captioned cases;
- (g) witnesses being questioned, either at a deposition or in court proceedings, and the witness's counsel, to the extent the extent that such disclosure is reasonably necessary for the proceedings or the resolution of the Matters, provided that the witness shall not be provided a copy to maintain and is advised of the confidential nature of the information and this disclosure;
- (h) non-professional support personnel providing general secretarial services (such as word processing and printing), paralegal services, or litigation support services to and working under the supervision and direction of any natural person bound by and allowed to see Advisors'-Eyes Only Material under this Protective Order—in each case, only as necessary to assist such natural person with respect to the above-captioned cases; and

- (i) any other person or entity with respect to whom the Producing Party may consent in writing.

11. Prerequisite to Disclosure of Designated Material: Before any persons or their representative identified in Paragraph 9(b), (d) and 10(a)(ii) is given access to Designated Material, if permitted by this Protective Order, such entity or person or a representative thereof shall be provided with a copy of this Protective Order and shall execute a Declaration, in the form provided as Annex 1 hereto. Each such Declaration shall be retained in the files of counsel for the Party who gave access to the Designated Material to the person who was provided such access. Such executed Declarations shall not be subject to disclosure under the Federal Rules or the Bankruptcy Rules unless a showing of good cause is made and the Court so orders.

12. Sealing of Designated Material Filed With Or Submitted To Court: Unless otherwise agreed by the Producing Party or ordered by a court of competent jurisdiction, all Designated Material filed with the Court, and all portions of pleadings, motions or other papers filed with the Court that disclose Designated Material, shall be filed under seal in accordance with the Federal Rules, the Bankruptcy Rules, and Local Rule 9018-1; provided, however, that nothing in this Agreement prohibits the Parties from filing with the Court or using Confidential Information in connection with the Matters if a Party's filing under seal pursuant to Bankruptcy Court Local Rule 9018-1 is denied.

13. Use of Discovery Material in Open Court: Counsel for any Party shall confer in good faith on such procedures as are necessary to protect the confidentiality of Confidential Material or Advisors'-Eyes Only Material used in the course of any Court proceeding, and in the event counsel cannot agree on such procedures, the question shall be submitted to the Court.

Depositions

14. Deposition—Manner of Designation: In the case of depositions, if counsel for a Party has a good faith basis that a portion of the testimony should be Designated Material of such Party, such testimony may be designated as appropriate by:

- (a) Stating so orally on the record and requesting that the relevant portion(s) or entire transcript of testimony is so designated; or
- (b) Providing written notice within seven (7) days of the Party's receipt of the final transcript from the court reporter that the relevant portion(s) or entirety of such transcript or video of a deposition thereof is so designated, except in the event that a hearing on related issues is scheduled to occur within seven (7) days, in which case the foregoing seven (7) day period will be reduced to three (3) business days. Such designation and notice shall be made in writing to the court reporter, with copies to all other counsel, identifying the portion(s) of or the entire transcript that is so designated, and directing the court reporter to treat the transcript as provided in Paragraph 19 below. Until expiration of the aforesaid seven (7) day period following receipt of the transcript by the Parties, all deposition transcripts and videotapes shall be considered and treated as Confidential unless otherwise agreed on the record at the deposition.

15. Designated Material Used as Exhibits during Depositions: Nothing in Paragraph 14 shall apply to or affect the confidentiality designations of Discovery Material entered as exhibits at depositions.

16. Witness Review of Deposition Testimony: Nothing in Paragraphs 14 or 15 shall preclude the witness from reviewing his or her deposition transcript.

17. Presence of Certain Persons During Designated Deposition Testimony: When Designated Material is elicited during a deposition, persons not entitled to receive such information under the terms of this Protective Order shall be excluded from the portion of the deposition so designated.

18. Responsibilities and Obligations of Court Reporters: In the event that testimony is designated as Confidential or Advisors'-Eyes Only, the court reporter shall be instructed to

include on the cover page of each such transcript the legend: “This transcript portion contains information subject to a Protective Order and shall be used only in accordance therewith” and each page of the transcript shall include the legend “Confidential” or “Advisors’-Eyes Only,” as appropriate. If the deposition is videotaped, the videotape shall also be subject to the same level of confidentiality as the transcript and include the legend “Confidential” or “Advisors’-Eyes Only,” as appropriate, if any portion of the transcript itself is so designated.

General Provisions

19. This Protective Order is a procedural device intended to protect Discovery Materials designated as Confidential or Advisors’-Eyes Only. Nothing in this Protective Order shall affect any Party’s rights or obligations unrelated to the confidentiality or privileged nature of Discovery Materials.

20. Nothing contained herein shall be deemed a waiver or relinquishment by any Party of any objection, including but not limited to, any objection concerning the alleged confidentiality, the designation of Designated Material, or proprietary nature of any documents, information, or data requested by a Party, any right to object to any discovery request, or any right to object to the admissibility of evidence on any ground, or to seek any further protective order, or to seek relief from the Court or any other applicable court from any provision of this Protective Order by motion on notice on any grounds.

21. Unauthorized Disclosure of Designated Material: In the event of a disclosure by a Receiving Party of Designated Material to persons or entities not authorized by this Protective Order to receive such Designated Material, the Receiving Party making the unauthorized disclosure shall, upon learning of the disclosure, immediately notify the person or entity to whom the disclosure was made that the disclosure contains Designated Material subject to this Protective Order, immediately make reasonable efforts to recover the disclosed Designated

Material as well as preclude further dissemination or use by the person or entity to whom the disclosure was made, and immediately notify the Producing Party of the identity of the person or entity to whom the disclosure was made, the circumstances surrounding the disclosure, and the steps taken to recover the disclosed Designated Material and ensure against further dissemination or use thereof. Disclosure of Designated Material other than in accordance with the terms of this Protective Order may subject the disclosing person to such sanctions and remedies as the Court may deem appropriate.

22. Manner of Objecting to Designated Material: If any Receiving Party objects to the designation of any Designated Material (whether such designation is made on a permanent basis or temporary basis with respect to deposition testimony), the Receiving Party shall first raise the objection with the Producing Party in writing, and confer in good faith to attempt to resolve any dispute respecting the terms or operation of this Protective Order. The Receiving Party may seek relief from the Court if the Receiving Party and the Producing Party cannot resolve their dispute. Until the Court rules on such an issue, the Designated Material shall continue to be treated as designated by the Producing Party. Upon a motion, the Court may order the removal of the “Confidential” or “Advisors’-Eyes Only” designation from any Discovery Material so designated subject to the provisions of this Protective Order. In connection with any request for relief concerning the propriety of a “Confidential” or “Advisors’-Eyes Only” designation, the Receiving Party shall bear the burden of proof.

23. Timing of Objections to Designated Material: A Receiving Party shall not be obliged to challenge the propriety of a confidentiality designation at the time made, and a failure to do so shall not preclude a subsequent challenge thereto. The failure of any Receiving Party to challenge the designation by a Producing Party of Discovery Materials as “Confidential” or

“Advisors’-Eyes Only” during the discovery period shall not be a waiver of that Receiving Party’s right to object to the designation at an evidentiary hearing or trial.

24. Inadvertent Production of Privileged Discovery Material: Pursuant to Federal Rule of Evidence 502(d), and Federal Rule of Civil Procedure 26(b)(5)(B), made applicable hereto by Federal Rules of Bankruptcy Procedure 7026 and/or 9014, the disclosure of documents or information containing privileged information or information constituting attorney work product or otherwise protected from disclosure, whether inadvertent, unintentional, or otherwise, shall not constitute a waiver of the privilege or protection in these chapter 11 cases or any state or federal proceeding. This Protective Order shall be interpreted to provide the maximum protection allowed under Federal Rule of Evidence 502(d) and Federal Rule of Civil Procedure 26(b)(5)(B). Nothing herein is intended to or shall serve to limit a Party’s right to conduct a review of documents, electronically stored information, or other information (including metadata), for relevance, responsiveness and/or segregation of privileged and/or protected information before production. Upon request from the Producing Party, the Receiving Party must destroy any document over which privilege or protection is asserted, all copies, and any information derived therefrom, regardless of whether the Receiving Party agrees with the assertion of privilege or protection. The Receiving Party may move to compel production of a copy of the document should it challenge the designation of privilege or protection.

25. Use of Non-Confidential Material: To the extent that any Receiving Party has documents or information that (i) were already in its possession at the time the same document or information is received from a Producing Party and are not subject to any other confidentiality agreement, non-disclosure agreement, or other confidentiality obligation; (ii) are received or become available to a Receiving Party on a non-confidential basis, not in violation of an

obligation of confidentiality to any other person; (iii) were independently developed by such Receiving Party without violating its obligations hereunder; or (iv) are published or become publicly available in a manner that is not in violation of this Protective Order or of any obligation of confidentiality to any other person, including a Receiving Party (collectively “Non-Confidential Material”), nothing in this Protective Order shall limit a Receiving Party’s ability to use Non-Confidential Material in a deposition, hearing, trial or otherwise in connection with the above-captioned cases, or otherwise. Nothing in this Protective Order shall affect the obligation of any Receiving Party to comply with any other confidentiality agreement with, or undertaking to, any other person or Party, including, but not limited to, any confidentiality obligations arising from agreements entered into prior to the above-captioned cases.

26. Obligations Following Confirmation or Dismissal of Chapter 11 Cases:
Within 90 days of an order dismissing, closing, terminating or converting the chapter 11 cases, including resolution of all appeals of such order as to all Parties, unless otherwise agreed to by the Parties or ordered by a court, all Parties shall take all reasonable steps to return to counsel for the respective Producing Party, or to destroy, all Designated Material, and all copies thereof in the possession of any person, except that counsel may retain for its records (i) a copy of the Designated Material, (ii) their work product; (iii) a copy of court filings, transcripts, deposition/examination recordings, deposition/examination exhibits, expert reports, and; (iv) exhibits introduced at any hearing or trial. A Receiving Party may retain Designated Material that is auto-archived or otherwise “backed up” on electronic management and communications systems or servers, or as may be required for regulatory recordkeeping purposes; provided that such retained documents will continue to be treated as consistent with the provisions in this Protective Order. If a Receiving Party chooses to take all reasonable steps

to destroy, rather than return, documents in accordance with this paragraph, that Receiving Party shall, if requested by the Producing Party, verify such destruction in writing to counsel for the Producing Party. Notwithstanding anything in this paragraph, to the extent that the information in the Designated Material remains confidential, the terms of this Protective Order shall remain binding.

27. Continuing Applicability of Confidentiality Agreement and Stipulated Protective Order: The provisions of this Protective Order shall survive the final resolution of the Chapter 11 Cases for any retained Designated Material. The final termination of the Chapter 11 Cases shall not relieve counsel or other persons obligated hereunder from their responsibility to maintain the confidentiality of Designated Material pursuant to this Protective Order, and the Court shall retain jurisdiction to enforce the terms of this Protective Order.

28. Amendment of Confidentiality Agreement and Stipulated Protective Order: Upon good cause shown, and on notice to all Parties, any Party may move to amend the provisions of this Protective Order at any time or the Parties may agree by written stipulation, subject to further order of the Court if applicable, to amend the provisions of the Protective Order.

29. Disclosure of Designated Material in Other Proceedings: Any Receiving Party that may be subject to a motion or other form of legal or regulatory process or demand seeking the disclosure of a Producing Party's Designated Material (i) shall promptly notify the Producing Party (unless such notice is prohibited by applicable law, rule, or regulation), and (ii) in the absence of a court order preventing such legally required disclosure, the Receiving Party shall be permitted to disclose only that portion of the information that is legally required to be disclosed and shall inform in writing any person to whom such information is so disclosed of the confidential nature of such information.

30. Use of Designated Material by Producing Party: Nothing in this Protective Order affects the right of any Producing Party to use or disclose its own Designated Material in any way.

31. Obligations of Parties: Nothing herein shall relieve a Party of its obligations under the Federal Rules, the Bankruptcy Rules, the Federal Rules of Evidence, and the Local Rules, or under any future stipulations and orders, regarding the production of documents or the making of timely responses to Discovery Requests in connection with the above-captioned cases.

32. Advice Of Counsel: Nothing herein shall prevent or otherwise restrict counsel from rendering advice to their clients in connection with the above-captioned cases and, in the course thereof, relying on examination of Designated Material; provided, however, that in rendering such advice and otherwise communicating with such client, counsel shall not make specific disclosure of any information in any manner that is inconsistent with the restrictions or procedures set forth herein.

33. Entire Agreement: This Protective Order constitutes the entire agreement among the Parties pertaining to the use and disclosure of Discovery Material in connection with the above-captioned cases and supersedes prior agreements and understandings pertaining to that subject matter, it being understood that any restrictions, limitations, or protections concerning confidentiality or non-disclosure in a prior written agreement shall continue to be in full force and effect, notwithstanding the terms of this Protective Order

34. Enforcement: The provisions of this Protective Order constitute an order of this Court and violations of the provisions of this Protective Order are subject to enforcement and the imposition of legal sanctions in the same manner as any other order of the Court.

35. Notice: When notice is permitted or required by the provisions hereof, such notice shall be in writing, directed to counsel of the Party to receive such notice, at the corresponding addresses or email addresses indicated below. Notice shall be delivered by first-class mail, Federal Express (or an equivalent delivery service), hand delivery, or email, and shall be effective upon receipt:

If to Bank of America, N.A.:

Paul Hastings LLP
875 15th Street, N.W.
Washington, D.C. 20005
Facsimile: (202) 551-0402
Attention: Nicholas A. Bassett, Esq.
Email: nicholasbassett@paulhastings.com

Paul Hastings LLP
200 Park Ave.
New York, NY 10166
Facsimile: (650) 320-1900
Attention: Andrew V. Tenzer, Esq.
Email: andrewtenzer@paulhastings.com

If to the Committee:


Pachulski Stang Ziehl & Jones LLP
150 California Street
15th Floor
San Francisco, CA 94111
Facsimile: (415) 263-7010
Attention: Maxim B. Litvak, Esq.
Email: mlitvak@pszjlaw.com

36. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any Party, by counsel on its behalf, may execute this Agreement by signing such counterpart. Copies (including facsimile and electronically transmitted Portable Document Format (.pdf) files) may be used instead of originals.

37. The undersigned represent and warrant they are authorized to execute this Agreement.

38. The Parties agree to adhere to the provisions of this Confidentiality Agreement and Protective Order upon its execution pending its entry by the Court.

Bank of America, N.A.

By: 

Name: Nicholas A. Bassett

Title: Attorney, Paul Hastings LLP

Date: November 9, 2018

**Counsel for Official Committee of
Unsecured Creditors of Open Road Films,
LLC, et al.**

By: 

Name: Maxim B. Litvak

Title: Attorney, Pachulski Stang Ziehl & Jones LLP

Date: November 9, 2018

Annex 1

Form of Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

<p>In re</p> <p>OPEN ROAD FILMS, LLC, a Delaware limited liability company, <i>et al.</i>,¹</p> <p style="text-align: center;">Debtors.</p>	<p>Chapter 11</p> <p>Case No.: 18-12012 (LSS)</p> <p>(Jointly Administered)</p>
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DECLARATION OF ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND BY THE CONFIDENTIALITY AGREEMENT AND STIPULATED PROTECTIVE ORDER

I, _____ declare under penalty of perjury (this “Declaration”) that:

1. My address is _____.
2. My present employer is _____.
3. My present occupation or job description is _____.

4. I hereby certify and agree that I have read and understand the terms of the Confidentiality Agreement and Stipulated Protective Order (the “Order”) relating to the above-captioned cases. All capitalized terms not otherwise defined in this Declaration have the meanings ascribed to such terms in the Order. I further certify that I will not use Designated Material for any purpose other than the above-captioned cases, and will not disclose or cause Designated Material to be disclosed to anyone not expressly permitted by the Order to receive Designated Material. I agree to be bound by the terms and conditions of the Order.

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.

5. I understand that I am to retain in confidence from all individuals not expressly permitted to receive Designated Material, whether at home or at work or elsewhere, all copies of any Designated Materials, and that I will carefully maintain such materials in a manner consistent with the Order. I acknowledge that the return or destruction of Designated Material shall not relieve me from any other continuing obligations imposed upon me by the Order.

6. I acknowledge and agree that I am aware that by receiving Designated Material:
(a) I may be receiving material non-public information about companies that issue securities; and
(b) there exist laws, including federal securities laws, that may restrict or prohibit the sale or purchase of securities of such companies as a result of the receipt of such information.

7. I submit to the jurisdiction of this Court solely with respect to the provisions of the Order.

Date: _____

Signature: _____