

EXHIBIT 1

Amendment to Stalking Horse APA

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT is entered into as of November 30, 2018 (this "Amendment"), by and among (a) Open Road Films, LLC, a Delaware limited liability company ("Open Road"), Open Road Releasing, LLC, a Delaware limited liability company, OR Productions, LLC, a Delaware limited liability company, Briarcliff LLC, a Delaware limited liability company, Open Road International LLC, a Delaware limited liability company, Empire Productions LLC, a Delaware limited liability company (the parties in this clause (a), each, a "Seller Party" and, collectively, the "Seller Parties"), and (b) OR Acquisition Co, LLC, a Delaware limited liability company ("Buyer"). Each of the foregoing may be referred to herein as a "Party" and collectively as the "Parties".

BACKGROUND

A. Buyer and the Seller Parties are parties to that certain Asset Purchase Agreement, dated as of October 23, 2018 (the "Asset Purchase Agreement").

B. Buyer and the Seller Parties desire to amend the Asset Purchase Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Asset Purchase Agreement.

Section 2. Amendments to Asset Purchase Agreement. The Parties hereby agree to amend the Asset Purchase Agreement as follows:

- (a) The following defined term shall be added in alphabetical order to Section 1.1 of the Asset Purchase Agreement:

"Agent" means Bank of America, N.A., in its capacity as administrative agent and together with its successors and assigns in such capacity, under that certain Second Amended and Restated Credit, Security, Guaranty and Pledge Agreement, dated as of April 8, 2015 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time), by and among Open Road, the other Seller Parties party thereto, Bank of America, N.A., in its capacity as Administrative Agent and L/C Issuer, and the lenders from time to time party thereto.

- (b) Section 11.1(b) of the Asset Purchase Agreement is hereby deleted in its entirety and the following substituted therefor:

"by Open Road or Buyer if (i) any court of competent jurisdiction or other Governmental Agency shall have issued an Order permanently restraining, enjoining or otherwise prohibiting the Transactions, and such Order shall have

become final and nonappealable; provided, however, that the Party seeking to terminate this Agreement pursuant to this clause (i) shall have used all reasonable best efforts to have such Order vacated; or (ii) Closing shall not have occurred on or before December 21, 2018 (the “End Date”); provided, however, that the right to terminate this Agreement under clauses (i) or (ii) above shall not be available to any Party whose breach or failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to be consummated by the End Date;”

Section 3. Effect of Amendment. Except as expressly amended hereby, the Asset Purchase Agreement shall continue in full force and effect. Any references to the Asset Purchase Agreement (whether in the Asset Purchase Agreement or any agreement, document or certificate contemplated thereby and/or executed in connection therewith) are hereby amended to mean the Asset Purchase Agreement as amended by this Amendment.

Section 4. Governing Law; Venue; Waiver of Jury Trial.

(a) THIS AMENDMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL BANKRUPTCY LAW, TO THE EXTENT APPLICABLE, AND WHERE STATE LAW IS IMPLICATED, THE LAWS OF THE STATE OF DELAWARE SHALL GOVERN, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

(b) THE BANKRUPTCY COURT WILL HAVE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER AT LAW OR IN EQUITY, ARISING OUT OF OR RELATING TO THIS AMENDMENT; PROVIDED, HOWEVER, THAT IF THE BANKRUPTCY COURT IS UNWILLING OR UNABLE TO HEAR ANY SUCH DISPUTE, THE COURTS OF THE STATE OF DELAWARE AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN DELAWARE WILL HAVE SOLE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER AT LAW OR IN EQUITY, ARISING OUT OF OR RELATING TO THIS AMENDMENT.

(c) EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 5. Headings. The headings and subheadings in this Amendment are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Amendment or any of its provisions.

Section 6. Counterparts. This Amendment may be executed in two or more counterparts (including by means of PDF or other electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the date first above written.

SELLER PARTIES:

OPEN ROAD FILMS, LLC
OPEN ROAD RELEASING, LLC
OR PRODUCTIONS, LLC
BRIARCLIFF LLC
OPEN ROAD INTERNATIONAL LLC
EMPIRE PRODUCTIONS LLC



By: _____

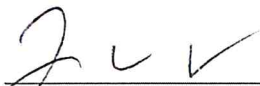
Name: Amir Agam

Title: Chief Restructuring Officer

BUYER:

OR ACQUISITION CO, LLC

BY: RAVEN CAPITAL MANAGEMENT,
LLC ITS MANAGER

By: 

Name: Josh Green

Title: Managing Member
President & CIO