

EXHIBIT A

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 (LSS)

(Jointly Administered)

Ref. Docket No. _____

**ORDER APPROVING STIPULATION MODIFYING
AUTOMATIC STAY AND AUTHORIZING AGREED SETOFF**

The Court having considered the *Stipulation Modifying Automatic Stay and Authorizing Agreed Setoff* attached hereto as **Exhibit 1** (the “**Stipulation**”)² by and among the debtors and debtors in possession (the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Cases**”) and Cinemark USA, Inc. (“**Cinemark**”) and the related certification of counsel (the “**Certification of Counsel**”) submitted concurrently with the Stipulation; and it appearing that the Court has jurisdiction to consider this matter 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 this matter is core 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 is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Stipulation and the relief provided for herein has been given under the circumstances, and that no other or further notice need be given;

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 1800 Century Park East, Suite 600, Los Angeles, California 90067.

² Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Stipulation.

and based on the representations of the Debtors in the Certification of Counsel; and after due deliberation and good and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Stipulation is APPROVED, as provided for herein.
2. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to permit Cinemark, upon payment of the balance of the Open Road Fees in accordance with Paragraph 3 below, to set off the Cinemark Fees (*i.e.*, \$57,537.50) against the equivalent portion of the Open Road Fees (the “**Setoff**”). If Cinemark files any proofs of claim in the Cases, Cinemark shall account for the Setoff in any such claims.
3. Within seven (7) business days after the entry of this Order, Cinemark shall pay the balance of the Open Road Fees after accounting for the Setoff (*i.e.*, \$363,462.50) to the Debtors by wire transfer of immediately available funds to a bank account designated by the Debtors to Cinemark in writing, which writing may be an email to counsel for Cinemark.
4. Notwithstanding anything to the contrary in the Federal Rules of Bankruptcy Procedure, this Order shall be effective immediately and enforceable upon its entry, and shall not be subject to any stay in its implementation.
5. This Court shall retain jurisdiction and power to enforce and interpret the provisions of this Order.

EXHIBIT 1

Stipulation

**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)

**STIPULATION MODIFYING AUTOMATIC STAY
AND AUTHORIZING AGREED SETOFF**

This stipulation (this “**Stipulation**”) is entered into by and among Open Road Films, LLC (“**Open Road Films**”) and its affiliated debtors and debtors-in-possession (collectively, the “**Debtors**”), on the one hand, and Cinemark USA, Inc. (“**Cinemark**”), on the other hand. The parties hereto are individually referred to in this Stipulation as a “**Party**” and together referred to herein as the “**Parties**.”

A. On September 6, 2018 (the “**Petition Date**”), each of the Debtors filed a voluntary petition in the United States Bankruptcy Court for the District of Delaware (the “**Court**”) for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), thereby commencing the above-captioned chapter 11 cases (the “**Cases**”).

B. The Debtors are operating their businesses and managing their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

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 1800 Century Park East, Suite 600, Los Angeles, California 90067.

C. Prior to the Petition Date, Open Road Films and Cinemark had a business relationship, pursuant to which certain content from Open Road Films was exhibited in Cinemark's movie theaters.

D. As of the date hereof, Cinemark owes Open Road Films certain fees arising from the Parties' business relationship in the aggregate amount of \$421,000.00 (the "**Open Road Fees**"). At least \$57,537.50 of the Open Road Fees is on account of the period before the Petition Date.

E. As of the Petition Date, Open Road Films owed Cinemark certain fees arising from the Parties' business relationship in the aggregate amount of \$57,537.50 (the "**Cinemark Fees**"). The entirety of the Cinemark Fees is on account of the period before the Petition Date.

F. Subject to the terms of this Stipulation, the Parties have agreed to set off the Cinemark Fees against the Open Road Fees pursuant to section 553 of the Bankruptcy Code, and to modify the automatic stay imposed by section 362 of the Bankruptcy Code, as provided herein. In connection therewith, the Parties have also agreed that Cinemark shall make payment to the Debtors for the balance of the Open Road Fees as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Stipulation and with the intent to be legally bound, the Parties do hereby stipulate and agree as follows:

1. This Stipulation shall become effective upon the date (the "**Effective Date**") on which each of the following conditions to the effectiveness of this Stipulation has been satisfied: (a) this Stipulation has been fully executed by the Parties; and (b) the entry of an order by the Court, which has not been stayed, approving this Stipulation (the "**Approval Order**"). The Parties shall use their commercially reasonable efforts to obtain entry of the Approval Order as

soon as reasonably practicable, on such notice and hearing as the Court may require. In the event that the Court enters an order denying approval of this Stipulation, this Stipulation shall be void and of no force or effect.

2. Subject to the terms of this Stipulation, the automatic stay imposed by section 362 of the Bankruptcy Code shall be modified solely to permit Cinemark, upon payment of the balance of the Open Road Fees in accordance with Paragraph 3 below, to set off the Cinemark Fees (*i.e.*, \$57,537.50) against the equivalent portion of the Open Road Fees (the “**Setoff**”). If Cinemark files any proofs of claim in the Cases, Cinemark shall account for the Setoff in any such claims.

3. Within seven (7) business days after the entry of the Approval Order, Cinemark shall pay the balance of the Open Road Fees after accounting for the Setoff (*i.e.*, \$363,462.50) to the Debtors by wire transfer of immediately available funds to a bank account designated by the Debtors to Cinemark in writing, which writing may be an email to counsel for Cinemark.

4. Except as otherwise provided for herein, nothing in this Stipulation is intended or shall be deemed to: (i) be an allowance of any fees owed from the Debtors to Cinemark except insofar as is necessary to effectuate the Setoff, and all rights of the Debtors, their estates, Cinemark, and interested parties in the Cases shall be otherwise reserved with respect to any such fees; or (ii) be an assumption or acknowledgement as to the existence of any agreement.

5. Cinemark represents and warrants that it has not sold, assigned, pledged, or otherwise transferred its claim (or any part of it) on account of the Cinemark Fees.

6. The Recitals stated above constitute and form an integral part of this Stipulation and are incorporated by reference as if set forth herein in full.

7. The undersigned are duly authorized and empowered to execute this Stipulation on behalf of the respective Parties.

8. The Parties have participated in and jointly consented to the drafting of this Stipulation, and any claimed ambiguity shall not be construed for or against either of the Parties on account of such drafting.

9. This Stipulation and all of its terms shall be binding upon and shall inure to the benefit of the Parties and each of their respective permitted successors and assigns and all persons and entities claiming by or through the Parties.

10. During the pendency of the Cases, the Parties expressly consent and submit to the exclusive jurisdiction of the Court over any actions or proceedings relating to the enforcement or interpretation of this Stipulation and the Approval Order and any Party bringing such action or proceeding shall bring such action or proceeding in the Court. The Parties consent to the Court entering a final judgment determining such matter and agree that a final judgment in any such action or proceeding, including all appeals, shall be conclusive and may be enforced in other jurisdictions (including any foreign jurisdictions) by suit on the judgment or in any other manner provided by applicable law.

11. This Stipulation and all claims and disputes arising out of or in connection with this Stipulation shall be governed by and construed in accordance with the laws of the State of California and the Bankruptcy Code, as applicable, without regard to choice of law principles to the extent such principles would apply a law other than that of the State of California or the Bankruptcy Code, as applicable.

12. Except as otherwise provided herein, this Stipulation constitutes the entire agreement of the Parties concerning the subject matter hereof, and supersedes any and all prior or

contemporaneous agreements among the Parties concerning such subject matter. The Parties acknowledge that this Stipulation is not being executed in reliance on any oral or written agreement, promise, or representation not contained herein. Any amendment to this Stipulation must be in a writing signed by both of the Parties.

13. Each Party shall each bear its own attorneys' fees, costs, and expenses in connection with the matters set forth in this Stipulation, including, but not limited to, the negotiations and preparation of this Stipulation and obtaining the entry of the Approval Order.

14. Neither this Stipulation, nor any actions taken pursuant hereto, shall constitute evidence admissible against the Parties in any action or proceeding other than one to enforce the terms of this Stipulation.

15. This Stipulation may be executed in counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of both of the Parties need not appear on the same counterpart.

16. The Parties are authorized to take all actions necessary to effective the relief granted pursuant to this Stipulation.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have made and entered into this Stipulation as of the respective dates set forth below.

OPEN ROAD FILMS, LLC, on behalf of the Debtors

By: /s/ Amir Agam
Name: Amir Agam
Title: Chief Restructuring Officer
Dated: December 12, 2018

CINEMARK USA, INC.

By: _____
Name: _____
Title: _____
Dated: _____

IN WITNESS WHEREOF, the undersigned have made and entered into this Stipulation as of the respective dates set forth below.

OPEN ROAD FILMS, LLC, on behalf of the Debtors

By: _____
Name: Amir Agam
Title: Chief Restructuring Officer
Dated: _____

CINEMARK USA, INC.

By: Michael Cavalier
Name: Michael Cavalier
Title: EVP-General Counsel
Dated: _____