

Exhibit A to Notice

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. Dkt. Nos. 9, 160, 217, 239, 314, ____

ORDER (I) APPROVING ASSET PURCHASE AGREEMENT AMONG THE DEBTORS AND THE BUYER, (II) APPROVING SALE OF SUBSTANTIALLY ALL ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS PURSUANT TO BANKRUPTCY CODE SECTIONS 105, 363(b), (f) AND (m), (III) APPROVING ASSUMPTION, ASSIGNMENT AND SALE OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS PURSUANT TO BANKRUPTCY CODE SECTIONS 363 AND 365, (IV) DETERMINING THE AMOUNTS NECESSARY TO CURE SUCH EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (V) GRANTING RELATED RELIEF

The Court having considered the *Motion for Orders (A)(I) Establishing Bid and Sale Procedures Relating to the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Enter Into an Asset Purchase Agreement with Stalking Horse Bidder, (III) Establishing and Approving Procedures Relating to the Assumption, Assignment and Sale of Certain Executory Contracts and Unexpired Leases, Including Notice of Proposed Cure Amounts and (IV) Scheduling a Hearing to Consider the Proposed Sale and (B)(I) Approving the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Assumption, Assignment and Sale of Certain Executory Contracts and Unexpired Leases, and (III) Granting Certain Related Relief* [Docket No. 9] (the "Motion") and the *Motion for Order Authorizing and Approving*

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.

hereby overruled on the merits in their entirety, except to the extent that such objection is (i) on account of a Cure Amount that is presently subject to the cure resolution process contemplated by Section 2.8(c) of the APA, or (ii) otherwise preserved in Paragraphs 41 and 42 of this Order.

3. The APA with the Buyer, including all of its terms and conditions, and the Sale Transaction are hereby approved.

4. Pursuant to Sections 363 and 365 of the Bankruptcy Code, the Debtors are authorized to (i) execute, deliver, perform under, consummate, and implement the APA and the Sale Transaction together with all additional documents as may be reasonably necessary or desirable to implement the APA and the Sale Transaction, and (ii) take any and all actions as they deem necessary, appropriate, or advisable for the purpose of assigning, transferring, granting, conveying, and conferring to the Buyer or reducing to possession the Purchased Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the APA and the Sale Transaction, including, without limitation, any and all actions reasonably requested by the Buyer which are consistent with the APA and the Sale Transaction.

5. Pursuant to Sections 105(a), 363(f), and 365(b) of the Bankruptcy Code, upon the Closing of the Sale Transaction: (a) the transfer of the Purchased Assets to the Buyer pursuant to the APA shall constitute a legal, valid, and effective transfer of the Purchased Assets and shall vest the Buyer with all right, title, and interest in and to the Purchased Assets, and (b) except those specifically assumed by the Buyer pursuant to the APA and for Permitted Liens as specifically provided in the APA and subject to the objection preserved in ~~Paragraph~~[Paragraphs 41 and 42](#) of this Order, the Purchased Assets shall be transferred to the Buyer free and clear of all liens, claims, interests, and encumbrances—including, without limitation, (i) any infringement claims arising before the Closing Date, (ii) liabilities for any Seller Party

41. Endgame/Happy Pill Objection:⁵ Endgame Releasing Co., LLC and Endgame Releasing Funding, LLC (collectively, “Endgame”), Happy Pill Distribution, LLC and Happy Pill, LLC (collectively, “Happy Pill”, and together with Endgame, the “Endgame Parties”), the Buyer, the Debtors and Bank of America, N.A., as administrative agent (in such capacity, the “Agent”) for itself and the other lender parties to the Senior Secured Credit Agreement⁶ (together, and for all purposes of the release provisions herein solely in their respective capacities as lender parties to the Senior Secured Credit Agreement, the “Prepetition Lenders”), and as L/C Issuer under and as defined in the Senior Secured Credit Agreement, the Prepetition Lenders and the other Secured Parties as defined in the Senior Secured Credit Agreement (together with the Prepetition Lenders, the L/C Issuer and the Agent, the “Prepetition Secured

⁵ Endgame/Happy Pill Objection: The objections filed by Endgame Releasing Co., LLC and Endgame Releasing Funding, LLC (collectively, “Endgame”), and Happy Pill Distribution, LLC (together with Happy Pill, LLC, collectively, “Happy Pill”, and together with Endgame, the “Endgame Parties”) [Docket Nos. 333, 334], and all of the Endgame Parties’ rights, remedies, liens, claims and encumbrances as are more particularly described in the Endgame/Happy Pill Objection, are expressly preserved and, for the avoidance of doubt, the sale shall be subject to the Endgame Parties’ liens, claims, interests and encumbrances pending [satisfaction of the Endgame Closing Conditions \(defined herein\) or](#) resolution of the Endgame/Happy Pill Objection, including liquidation of the Cure Amounts with respect to the Endgame/Happy Pill-related contracts.

⁶ As defined in the *Final Order, Pursuant to Sections 105(a), 361, 362, 363(c), 505(b), and 507(b) of the Bankruptcy Code, (I) Authorizing Debtors to Use Cash Collateral, (II) Granting Adequate Protection, and (III) Granting Related Relief*, entered at Docket No. 135 in the chapter 11 cases of Open Road Films, LLC, and its affiliated debtors, jointly administered in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) under Case No. 18-12012 (the “Chapter 11 Cases”).

Parties”), have agreed to resolve the Endgame Objection⁷ and the Happy Pill Objection⁸ (collectively, the “Endgame/Happy Pill Objection”). For consideration agreed to by and between Endgame, Happy Pill and Buyer including, among other things, payment by Buyer to Endgame or its designee in an amount agreed to by Buyer, Endgame and Happy Pill (the “Endgame Payment”), and in consideration of resolving the Endgame/Happy Pill Objection (including, and subject to the releases in the following Paragraph) and upon satisfaction of the Endgame Closing Conditions (defined below): (i) Endgame will sell to Buyer on an “as is, where is” basis all of Endgame’s rights under the loan agreements, interparty agreements and certain related agreements entered into by Endgame and certain producers and other parties, related to the following films: *Side Effects*, *Jobs*, and *A Haunted House*, (ii) Endgame will sell to Buyer on an “as is, where is” basis all of Endgame’s rights, solely as against any third party other than any Debtor Releasing Party and any Lender Release Party (in their capacities as such), under the financing agreements, intercreditor agreements and certain related agreements for the following films: *Snowden*, *The Nut Job*, *A Haunted House 2*, *The Gunman*, and *Homefront*, ~~provided, however, that for the foregoing five films, Endgame will not sell to Buyer (and Buyer will not purchase from Endgame) the respective intercreditor agreement for each such film to which each of Endgame, ORF, and Agent is a party;~~ and (iii) Happy Pill will sell and assign to Buyer on an “as is, where is” basis all of its rights, title and interests in and to the film, *Side*

⁷ The “Endgame Objection” is the *Objection and Reservation of Rights of Endgame Releasing Co., LLC, and Endgame Releasing Funding, LLC to Debtors’ Motion for an Order (I) Approving the Sale of Substantially all of the Debtors’ Assets and (II) Authorizing the Assumption, Assignment and Sale of Certain Executory Contracts and Unexpired Leases* [Docket No. 334 in the Chapter 11 Cases].

⁸ The “Happy Pill Objection” is the *Objection and Reservation of Rights of Happy Pill Distribution, LLC to Debtors’ Debtors’ Motion for an Order (I) Approving the Sale of Substantially all of the Debtors’ Assets and (II) Authorizing the Assumption, Assignment and Sale of Certain Executory Contracts and Unexpired Leases* [Docket No. 333 in the Chapter 11 Cases].

pursuant to this Order and any transactions between the Buyer and any Endgame Release Parties as may be agreed to by the Buyer Parties and any of the Endgame Release Parties in connection with the Endgame Release Parties' resolution of the Happy Pill Objection¹⁰ and the Endgame Objection.¹¹

b. Endgame / Happy Pill Releases. The Endgame Release Parties do by the agreement embodied in this Order fully and forever waive, remise, release and discharge the Lender Release Parties and the Debtor Releasing Parties (as defined below) from any and all sums of money, accounts, claims, demands, contracts, actions, debts, controversies, agreements, liabilities, obligations, damages and causes of action whatsoever, of whatever kind or nature, whether known or unknown, fixed or contingent, matured or unmatured, or suspected or unsuspected which any of the Endgame Release Parties now owns, holds, has or claims to have, or at any prior time owned, held, had or claimed to have against any of the Lender Release Parties or the Debtors Releasing Parties at any time from the beginning of time up through and including the date of Closing, including, without limitation, in each case arising under or related to any intercreditor agreements, interparty agreements, or any other agreements entered into by and between any of the Endgame Release Parties and either the Debtor Releasing Parties or the Lender Release Parties in connection with any loans or prints and advertising financing agreements related to any of the Endgame Pictures or any other matters related thereto or otherwise arising in connection with the Chapter 11 Cases, including, without limitation, any claims against the Debtors or their bankruptcy estates. Without limiting the generality of the foregoing, the Endgame Release Parties further waive, remise, release, and discharge each of the Lender Release Parties from any claims related to any payments made to the Lender Release Parties from the proceeds of sale pursuant to this Order.

c. Debtor Releases.¹² Except as to those obligations created by or expressly reserved under this Order (if any), the Debtors, on behalf of themselves, and their respective predecessors, successors, assigns, representatives and bankruptcy estates, (the "Debtor Releasing Parties"), do by the agreement embodied in this Order fully and forever remise, release, waive, and discharge the Endgame Release Parties from any and all sums of money, accounts, claims, demands, contracts, actions, debts, controversies, agreements, liabilities, obligations, damages and causes of action whatsoever, of whatever kind or nature, whether known or unknown, fixed

¹⁰ The "Happy Pill Objection" is the Objection and Reservation of Rights of Happy Pill Distribution, LLC to Debtors' *Debtors' Motion for an Order (I) Approving the Sale of Substantially all of the Debtors' Assets and (II) Authorizing the Assumption, Assignment and Sale of Certain Executory Contracts and Unexpired Leases* [Docket No. 333 in the Chapter 11 Cases].

¹¹ The "Endgame Objection" is the *Objection and Reservation of Rights of Endgame Releasing Co., LLC, and Endgame Releasing Funding, LLC to Debtors' Motion for an Order (I) Approving the Sale of Substantially all of the Debtors' Assets and (II) Authorizing the Assumption, Assignment and Sale of Certain Executory Contracts and Unexpired Leases* [Docket No. 334 in the Chapter 11 Cases].

¹² For purposes of the Debtor Releases only in this Paragraph ~~4142~~c., the Endgame Release Parties shall mean Endgame Releasing Co., LLC, Endgame Releasing Funding, LLC, Happy Pill Distribution, LLC and Happy Pill, LLC and each of their respective predecessors, successors, assigns, and representatives.