

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 GRANTING DEBTORS' MOTION FOR ENTRY OF AN ORDER,
PURSUANT TO BANKRUPTCY CODE SECTION 365, AUTHORIZING
REJECTION OF CERATIN EXECUTORY CONTRACTS**

Upon the motion (the "Motion")² of Open Road Films, LLC and its affiliated debtors and debtors in possession (the "Debtors") in the above-captioned chapter 11 cases (the "Cases") for entry of an order, pursuant to sections 105(a) and 365 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code") and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), authorizing the Debtors to reject those contracts set forth on **Exhibit 1** hereto (as amended, modified, or supplemented from time to time, and together with any schedules or addendums thereto, the "Rejected Contracts"), *nunc pro tunc* to the applicable date set forth on **Exhibit 1** hereto for each Rejected Contract (the "Rejection Effective Date"); and it appearing that the Court has jurisdiction to consider the Motion 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 the Motion is a core matter pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final 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 1800 Century Park East, Suite 600, Los Angeles, California 90067.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

consistent with Article III of the United States Constitution; and it appearing that venue of these Cases and of the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Motion has been given under the circumstances, and that no other or further notice need be given; and it appearing that the *Declaration of Amir Agam* submitted concurrently with the Motion establishes good and sufficient cause for granting the Motion; and it appearing that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest and an appropriate exercise of the Debtors' business judgment; and after due deliberation, and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED, as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Contracts are rejected as of the Rejection Effective Date.
3. Any claims arising out of the rejection of the Rejected Contracts must be filed on or before 5:00 p.m. (ET) on the date that is thirty days after the date of entry of this Order in accordance with the *Order (I) Establishing Deadlines for Filing Proofs of Claim, Administrative Expenses Incurred on or Before December 20, 2018, and Section 503(B)(9) Claims and (II) Approving the Form and Manner of Notice Thereof* [Docket No. 458].
4. Within three (3) business days after entry of this Order, the Debtors shall serve this Order on the Counterparties to the Rejected Contracts.
5. All rights of the Debtors and their estates to contest any rejection damage claim relating to the Rejected Contracts and to contest the characterization of the Rejected Contracts, as executory or unexpired or not, and to contest whether any of the Rejected Contracts may have

terminated prior to the Petition Date or otherwise, are reserved. Nothing in this Order shall impair, prejudice, waive, or otherwise affect: (i) any rights of the Debtors and their estates with respect to any claims of the Counterparties; or (ii) any claims that the Debtors and their estates may have against the Counterparties, whether or not such claims arise under, are related to the rejection of, or are independent of the Rejected Contracts.

6. If the Debtors have deposited monies with the Counterparties as a security deposit or other arrangement, the Counterparties may not setoff or recoup or otherwise use such deposit without the prior authority of this Court.

7. Notwithstanding any provision in the Bankruptcy Rules to the contrary: (i) this Order shall be effective immediately and enforceable upon its entry; (ii) the Debtors are not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Order; and (iii) the Debtors are authorized and empowered, and may in their discretion and without further delay, take any action necessary or appropriate to implement this Order.

8. The requirements of Bankruptcy Rule 6006 are satisfied.

9. The Court retains jurisdiction and power with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: Wilmington, Delaware
_____, 2019

Laurie Selber Silverstein
United States Bankruptcy Judge

EXHIBIT 1**Rejected Contracts**

Counterparty	Contract	Rejection Effective Date
Vision Media Management & Fulfillment	Marketing Services Agreement dated November 4, 2015; Terms and Conditions of Business dated May 5, 2015	January 10, 2019
U.S. TelePacific Corp. d/b/a TPx Communications	Telecommunications Account Agreement, dated April 11, 2011; Terms and Conditions, dated March 14, 2016; Addendum to Telecommunications Account Agreement, dated October 20, 2016	January 10, 2019
Rentrak Corporation & Subsidiaries	Box Office Essentials Service Agreement, dated June 1, 2011; Amendment dated August 1, 2017	December 1, 2018
Reboot Corporation	Client Agreement, dated February 13, 2012	January 10, 2019
De Lage Landen	Agreement	January 10, 2019
Film Solutions, LLC	Agreement	January 10, 2019
Victor Orly Consulting	Agreement	January 10, 2019
Richard Jordan	Employment Agreement, dated June 20, 2011; Employment Agreement Extension, dated February 19, 2014; Second Amendment to Employment Agreement, dated December 8, 2014; and Third Amendment to Employment Agreement, dated June 13, 2017	November 16, 2018