

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

RELATIVITY FASHION, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 15-11989 (MEW)

(Jointly Administered)

**ORDER PURSUANT TO 11 U.S.C. §§ 105(a) AND 363(b) AUTHORIZING THE
DEBTORS TO PAY FEES UNDER A FEE LETTER TO CO-LEAD ARRANGERS
APERTURE MEDIA PARTNERS, LLC AND EMP MEDIA PARTNERS LLC**

Upon the Motion (the “**Motion**”)² of Relativity Fashion, LLC and its affiliated debtors and debtors in possession in these chapter 11 cases (collectively, the “**Debtors**”), for entry of an order pursuant to section 363(b) of the Bankruptcy Code authorizing the Debtors to pay certain Fees to co-lead arrangers Aperture and EMP under the Fee Letter; and it appearing that the Court has jurisdiction over the subject matter of the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that the legal and factual bases set forth in the Motion and on the record at the hearing establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates and their creditors; and notice of the Motion appearing to have been sufficient, and no other or further notice being necessary; and after due deliberation and sufficient cause appearing therefor,

¹ The Debtors in these chapter 11 cases are as set forth on page (i).

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Relativity Fashion, LLC (4571); Relativity Holdings LLC (7052); Relativity Media, LLC (0844); Relativity REAL, LLC (1653); RML Distribution Domestic, LLC (6528); RML Distribution International, LLC (6749); RMLDD Financing, LLC (9114); 21 & Over Productions, LLC (7796); 3 Days to Kill Productions, LLC (5747); A Perfect Getaway P.R., LLC (9252); A Perfect Getaway, LLC (3939); Armored Car Productions, LLC (2750); Best of Me Productions, LLC (1490); Black Or White Films, LLC (6718); Blackbird Productions, LLC (8037); Brant Point Productions, LLC (9994); Brick Mansions Acquisitions, LLC (3910); Brilliant Films, LLC (0448); Brothers Productions, LLC (9930); Brothers Servicing, LLC (5849); Catfish Productions, LLC (7728); Cine Productions, LLC (8359); CinePost, LLC (8440); Cisco Beach Media, LLC (8621); Cliff Road Media, LLC (7065); Den of Thieves Films, LLC (3046); Don Jon Acquisitions, LLC (7951); DR Productions, LLC (7803); Einstein Rentals, LLC (5861); English Breakfast Media, LLC (2240); Furnace Films, LLC (3558); Gotti Acquisitions, LLC (6562); Great Point Productions, LLC (5813); Guido Contini Films, LLC (1031); Hooper Farm Music, LLC (3773); Hooper Farm Publishing, LLC (3762); Hummock Pond Properties, LLC (9862); Hunter Killer La Productions, LLC (1939); Hunter Killer Productions, LLC (3130); In The Hat Productions, LLC (3140); J & J Project, LLC (1832); JGAG Acquisitions, LLC (9221); Left Behind Acquisitions, LLC (1367); Long Pond Media, LLC (7197); Madaket Publishing, LLC (9356); Madaket Road Music, LLC (9352); Madvine RM, LLC (0646); Malavita Productions, LLC (8636); MB Productions, LLC (4477); Merchant of Shanghai Productions, LLC (7002); Miacomet Media LLC (7371); Miracle Shot Productions, LLC (0015); Most Wonderful Time Productions, LLC (0426); Movie Productions, LLC (9860); One Life Acquisitions, LLC (9061); Orange Street Media, LLC (3089); Out Of This World Productions, LLC (2322); Paranoia Acquisitions, LLC (8747); Phantom Acquisitions, LLC (6381); Pocomo Productions, LLC (1069); Relative Motion Music, LLC (8016); Relative Velocity Music, LLC (7169); Relativity Development, LLC (5296); Relativity Film Finance II, LLC (9082); Relativity Film Finance III, LLC (8893); Relativity Film Finance, LLC (2127); Relativity Films, LLC (5464); Relativity Foreign, LLC (8993); Relativity India Holdings, LLC (8921); Relativity Jackson, LLC (6116); Relativity Media Distribution, LLC (0264); Relativity Media Films, LLC (1574); Relativity Music Group, LLC (9540); Relativity Production LLC (7891); Relativity Rogue, LLC (3333); Relativity Senator, LLC (9044); Relativity Sky Land Asia Holdings, LLC (9582); Relativity TV, LLC (0227); Reveler Productions, LLC (2191); RML Acquisitions I, LLC (9406); RML Acquisitions II, LLC (9810); RML Acquisitions III, LLC (9116); RML Acquisitions IV, LLC (4997); RML Acquisitions IX, LLC (4410); RML Acquisitions V, LLC (9532); RML Acquisitions VI, LLC (9640); RML Acquisitions VII, LLC (7747); RML Acquisitions VIII, LLC (7459); RML Acquisitions X, LLC (1009); RML Acquisitions XI, LLC (2651); RML Acquisitions XII, LLC (4226); RML Acquisitions XIII, LLC (9614); RML Acquisitions XIV, LLC (1910); RML Acquisitions XV, LLC (5518); RML Bronze Films, LLC (8636); RML Damascus Films, LLC (6024); RML Desert Films, LLC (4564); RML Documentaries, LLC (7991); RML DR Films, LLC (0022); RML Echo Films, LLC (4656); RML Escobar Films LLC (0123); RML Film Development, LLC (3567); RML Films PR, LLC (1662); RML Hector Films, LLC (6054); RML Hillsong Films, LLC (3539); RML IFWT Films, LLC (1255); RML International Assets, LLC (1910); RML Jackson, LLC (1081); RML Kidnap Films, LLC (2708); RML Lazarus Films, LLC (0107); RML Nina Films, LLC (0495); RML November Films, LLC (9701); RML Oculus Films, LLC (2596); RML Our Father Films, LLC (6485); RML Romeo and Juliet Films, LLC (9509); RML Scripture Films, LLC (7845); RML Solace Films, LLC (5125); RML Somnia Films, LLC (7195); RML Timeless Productions, LLC (1996); RML Turkeys Films, LLC (8898); RML Very Good Girls Films, LLC (3685); RML WIB Films, LLC (0102); Rogue Digital, LLC (5578); Rogue Games, LLC (4812); Roguelife LLC (3442); Safe Haven Productions, LLC (6550); Sanctum Films, LLC (7736); Santa Claus Productions, LLC (7398); Smith Point Productions, LLC (9118); Snow White Productions, LLC (3175); Spy Next Door, LLC (3043); Story Development, LLC (0677); Straight Wharf Productions, LLC (5858); Strangers II, LLC (6152); Stretch Armstrong Productions, LLC (0213); Studio Merchandise, LLC (5738); Summer Forever Productions, LLC (9211); The Crow Productions, LLC (6707); Totally Interns, LLC (9980); Tribes of Palos Verdes Production, LLC (6638); Tuckernuck Music, LLC (8713); Tuckernuck Publishing, LLC (3960); Wright Girls Films, LLC (9639); Yuma, Inc. (1669); Zero Point Enterprises, LLC (9558). The location of the Debtors' corporate headquarters is: 9242 Beverly Blvd., Suite 300, Beverly Hills, CA 90210.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED to the extent set forth herein.
2. Pursuant to section 363(b) of the Bankruptcy Code, the Fee Letter is approved in all respects and the Debtors are authorized to honor all of their obligations under the Fee Letter, attached hereto as modified as Exhibit 1, including without limitation reimbursement of expenses, indemnification and exclusivity.
3. The provisions of the Fee Letter are explicitly modified as follows:
 - a) In subsection “(a)” of the first paragraph on page 1 of the Fee Letter, the following language shall be deleted in its entirety: “a post-petition financing facility in an amount up to \$60,000,000 to be used for interim financing (but not including the use of cash collateral without advances of new funds) requirements of Borrower (the ‘DIP Facility’) during the course of its currently pending chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York jointly administered under Case No. 15- 11989 (MEW) (the ‘Chapter 11 Cases’ and the ‘Bankruptcy Court’); and” All other and further references to the “DIP Facility” and any fees associated specifically therewith throughout the Fee Letter shall also be deleted. The defined terms “Chapter 11 Cases” and “Bankruptcy Court” shall have the meanings as defined in this deleted section and where first used elsewhere in the Fee Letter.
 - b) In Section 3 of the Fee Letter appearing as the second paragraph on page 2 thereof, the second sentence containing the following language shall be deleted in its entirety: “The Closing Fee with respect to the Long-Term

Facility does not apply in the event the Borrower does not close a Long-Term Facility prior to the later of the conclusion of the Chapter 11 Cases or the conclusion of the Workout Plan, provided however, that in the event the Borrower consummates, within six months of the conclusion of the Chapter 11 Cases, a P&A or Ultimates financing with a party identified by the Arranger and approved by the Borrower (such approval not to be unreasonably withheld), the Arranger will be paid the Closing Fee on such Transaction for a period of six months after the conclusion of the Chapter 11 Cases.”

- c) In the first sentence of Section 6 of the Fee Letter appearing as the second paragraph of page 3 thereof, the language “in Section 1” shall be deleted and replaced with “on page 1.” In addition, the following language shall be added to the beginning of the third sentence of Section 6 of the Fee Letter: “Notwithstanding anything herein to the contrary” Further, after the last sentence of Section 6 of the Fee Letter, the following language shall be added: “For the avoidance of doubt, the Borrower’s entry into transactions other than a Long-Term Facility or unrelated to the current Workout Plan shall not limit the fees payable pursuant to this section.”
- d) In the first sentence of the third paragraph of Annex A to the Fee Letter, the following language of the proviso at the end of that sentence shall be deleted in its entirety: “provided, however, that Indemnified Parties shall not be liable for incidental, indirect and/or consequential damages of any

kind, even if Borrower has been advised of the possibility of such damages.”

4. The Fees arising under the Fee Letter are due and payable as and when stated in the Fee Letter; provided, however, that the Closing Fee shall be paid solely from the proceeds of the Exit Facility on the date of the closing of the Exit Facility; provided further, however, that nothing herein shall restrict the right of payment of Aperture and EMP in the event of a termination as provided in Section 6 of the Fee Letter appearing as the second paragraph of page 3 thereof.

5. Aperture and EMP are not required to file fee applications with respect to the Fees or any expenses under the Fee Letter, to comply with the U.S. Trustee fee guidelines, or to seek any further order of this Court for approval of the Fees.

6. The Debtors are authorized to take all actions they deem necessary and appropriate to effectuate the relief granted pursuant to this Order in accordance with the Motion.

7. The requirements of Bankruptcy Rule 6004(a) are hereby waived.

8. Notwithstanding any applicability of Bankruptcy Rule 6004(h) or any other Bankruptcy Rule that might otherwise delay the effectiveness of this Order, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

Dated: New York, New York
December 28, 2015

s/Michael E. Wiles

THE HONORABLE MICHAEL E. WILES
UNITED STATES BANKRUPTCY JUDGE