

Craig A. Wolfe, Esq.
Malani J. Cademartori, Esq.
Blanka K. Wolfe, Esq.
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
30 Rockefeller Plaza
New York, NY 10112
Tel: (212) 653-8700
Fax: (212) 653-8701

- and -

Richard L. Wynne, Esq.
Bennett L. Spiegel, Esq.
Lori Sinanyan, Esq. (admitted *pro hac vice*)
JONES DAY
222 East 41st Street
New York, NY 10017
Tel: (212) 326-3939
Fax: (212) 755-7306

Proposed Co-Counsel to the Debtors and Debtors in Possession

**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)

NOTICE OF FILING REDACTED DIP FEE LETTER

PLEASE TAKE NOTICE that, in connection with the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Post-Petition Financing and (B) Use Cash Collateral; (II) Granting the Prepetition Lenders Adequate Protection; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* [Dk. 23], Relativity Fashion, LLC and its affiliated debtors and debtors-in-possession in these chapter 11 cases (collectively,

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

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.

the “**Debtors**”) file the attached redacted version of the Administrative Agent Fee Letter, dated July 30, 2015, between Cortland Capital Market Services LLC and Relativity Media, LLC (the “**DIP Fee Letter**”). The redacted DIP Fee Letter is attached hereto as Exhibit 1.

Dated: August 7, 2015
New York, New York

SHEPPARD MULLIN RICHTER & HAMPTON LLP

By: /s/ Craig A. Wolfe
Craig A. Wolfe, Esq.
Malani J. Cademartori, Esq.
Blanka K. Wolfe, Esq.
30 Rockefeller Plaza
New York, New York 10112
Tel: (212) 653-8700
Fax: (212) 653-8701
E-mail: cwolfe@sheppardmullin.com
mcademartori@sheppardmullin.com
bwolfe@sheppardmullin.com

-and-

JONES DAY
Richard L. Wynne, Esq.
Bennett L. Spiegel, Esq.
Lori Sinanyan, Esq. (admitted *pro hac vice*)
222 East 41st Street
New York, NY 10017
Tel: (212) 326-3939
Fax: (212) 755-7306
E-mail: rlwynne@jonesday.com
blspiegel@jonesday.com
lsinanyan@jonesday.com

*Proposed Co-Counsel to the Debtors and Debtors
in Possession*

Exhibit 1

Redacted DIP Fee Letter

Cortland Capital Market Services LLC
225 W. Washington Street, 21st Floor
Chicago, Illinois 60606

July 30, 2015

Fee Letter

CONFIDENTIAL

Relativity Media, LLC
9242 Beverly Blvd., Suite 300
Beverly Hills, California 90210

Re: Administrative Agent Fees for DIP Credit Agreement

To whom it may concern:

Reference is made to (a) that certain Debtor-in-Possession Financing Agreement, dated as of July 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "DIP Credit Agreement"), by and among Relativity Media, LLC and each subsidiary thereof identified as borrowers on the signature pages hereto (collectively, the "Borrowers"), Relativity Holdings LLC, as Guarantor, the lenders party thereto (the "Lenders"), and Cortland Capital Market Services LLC, in its capacity as Administrative Agent (in such capacity, the "Administrative Agent"), and (b) the Loan Documents and other documents and agreements entered into at any time in connection therewith (collectively, with the Loan Agreement and the Successor Agent Agreement, the "DIP Credit Facility Documents"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the DIP Credit Agreement.

This letter agreement is the "Administrative Agent Fee Letter" referred to in the DIP Credit Agreement and sets forth the understanding of the Administrative Agent and the Borrowers with respect to the fees of the Administrative Agent under the DIP Credit Facility Documents.

The Borrowers agree to pay directly to the Administrative Agent for its own account, in its capacity as Administrative Agent, the fees and expenses as set forth below:

- a. A one-time upfront fee in the amount [REDACTED], which fee shall be paid to the Administrative Agent on the date hereof.
- b. A per annum loan administration fee (the "Admin Fee") in the amount of [REDACTED]. The initial Admin Fee shall be due and payable on the date hereof. In addition, the Admin Fee shall be due and

payable annually in advance on each anniversary of the date of this Fee Letter until the termination or expiration of all commitments under the DIP Credit Agreement and the repayment or satisfaction of all Obligations.

- c. A one-time fee in connection with the establishment and maintenance of the DIP Account in the amount of [REDACTED], which fee shall be paid to the Administrative Agent on the date the DIP Account is opened.
 - d. Extraordinary administration fees in the amount of [REDACTED] per hour, to the extent that the Administrative Agent performs services which are outside the scope of the day-to-day services set forth in the DIP Credit Agreement and the other DIP Credit Facility Documents, including, without limitation, services in connection with any amendments, supplements, waivers or litigation.
 - e. The reasonable and documented out-of-pocket expenses of the Administrative Agent, which will be in addition to the fees set forth above, and will be billed to and payable by the Borrowers at cost pursuant to the terms of the DIP Credit Agreement. Out-of-pocket expenses include, but are not limited to, reasonable fees and expenses of the Administrative Agent's counsel, the reasonable fees and expenses of any other outside professional firms retained by the Administrative Agent (including reasonable fees and expenses incurred in litigation), reasonable travel expenses of officers to attend lender meetings or bankruptcy court hearings, and, if requested, postage and copy expenses.
2. All fees of the Administrative Agent shall be (i) fully earned on each day that such fee is payable, (ii) nonrefundable for any reason whatsoever, and (iii) in addition to any other fees, costs, and expenses payable pursuant to the DIP Credit Facility Documents. The Borrowers agree to pay any and all such fees to the Administrative Agent's account as invoiced or as otherwise agreed herein. The Borrowers acknowledge and agree that the fees and expenses of the Administrative Agent shall constitute Obligations. Notwithstanding anything to the contrary herein, the Administrative Agent understands that payment of its fees and reimbursement of its expenses are each subject to the terms of the Interim Order and the Final order, as applicable.
 3. The Borrowers acknowledge and agree that the costs and expenses of the Administrative Agent for which it is responsible pursuant to this fee letter or the DIP Credit Facility Documents, as applicable, include, without limitation, all reasonable costs and expenses arising out of or relating to the retention of legal counsel, accountants, financial advisors, and other third party consultants and advisors, including, without limitation, all fees and expenses of Kaye Scholer LLP, as counsel for the Administrative Agent, and any local or specialist counsel necessary or desirable, in the reasonable determination of the Administrative Agent, to determine the rights or obligations of the Administrative Agent or to analyze or enforce the rights and remedies of the Administrative Agent, each in accordance with the DIP Credit Facility Documents. Without limiting the foregoing, the Borrowers further acknowledge and agree that the Administrative Agent shall be entitled

to reimbursement of all reasonable out-of-pocket costs and expenses incurred by the Administrative Agent in connection with the negotiation, review, and/or execution of any DIP Credit Facility Documents, including, without limitation, the fees and expenses of its counsel in connection with the negotiation, review, and execution of the DIP Credit Agreement and the other DIP Credit Facility Documents.

4. The Borrowers shall pay all fees, costs, and expenses of the Administrative Agent for which it is responsible pursuant to this fee letter or the DIP Credit Facility Documents in United States dollars and in immediately available funds. The Borrowers agree that such fees, costs, and expenses shall not be subject to reduction by way of setoff or counterclaim or otherwise be affected by any claim or dispute the Borrowers may have.

This Fee Letter shall be binding on and shall inure to the benefit of the Administrative Agent, the Borrowers, and their respective successors and permitted assigns. No waiver, amendment, or other modification of this Fee Letter shall be effective unless made in writing and signed by each party to be bound thereby.

Failure of the Administrative Agent to enforce any of the provisions hereof shall not be construed as a waiver of such provisions or of the right thereafter to enforce such provisions. If any provisions of this letter agreement shall be held to be invalid, void, or unenforceable, the remaining provisions hereof shall not be affected or impaired and such remaining provisions shall remain in full force and effect.

This letter agreement has been prepared through the joint efforts of all of the parties hereto. Neither the provisions of this letter agreement nor any alleged ambiguity shall be interpreted or resolved against any party on the ground that such party's counsel drafted this letter agreement, or based on any other rule of strict construction. Each of the parties hereto represents and declares that such party has carefully read this letter agreement and that such party knows the contents thereof and signs the same freely and voluntarily.

THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS LETTER AGREEMENT.

THIS LETTER AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED IN ALL RESPECTS BY, THE LAWS OF THE STATE OF NEW YORK, INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

Each party hereto hereby irrevocably and unconditionally (a) submits for itself and its property in any legal action or proceeding relating to this letter agreement, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof, and (b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same.

Neither this letter nor any of its terms or substance shall be disclosed, directly or indirectly, by the Borrowers to any person except (a) to its officers, agents or advisors who are directly involved in the consideration of this matter, or (b) as may be compelled in a judicial or administrative proceeding or as otherwise required by law (in which case the Borrowers agrees to inform the Administrative Agent promptly thereof).

This letter agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Delivery of an executed counterpart of this letter agreement by fax or electronic mail shall have the same force and effect as the delivery of an original executed counterpart of this letter agreement.

[Remainder of page intentionally left blank]

Please indicate your agreement with the foregoing terms and provisions by countersigning this letter agreement and returning to us executed counterparts hereof.

Very truly yours,

CORTLAND CAPITAL MARKET SERVICES LLC

By: *Jessica J. Mead*

Name:

Title:

Jessica J. Mead
General Counsel

Agreed and accepted to
as of the date first written above:

3 DAYS TO KILL PRODUCTIONS, LLC
21 & OVER PRODUCTIONS, LLC
A PERFECT GETAWAY PR, LLC
A PERFECT GETAWAY, LLC
ARMORED CAR PRODUCTIONS, LLC
BEST OF ME PRODUCTIONS, LLC
BLACK OR WHITE FILMS, LLC
BLACKBIRD PRODUCTIONS, LLC
BRANT POINT PRODUCTIONS, LLC
BRICK MANSIONS ACQUISITIONS, LLC
BRILLIANT FILMS, LLC
BROTHERS PRODUCTIONS, LLC
BROTHERS SERVICING, LLC
CATFISH PRODUCTIONS, LLC
CINE PRODUCTIONS, LLC
CINEPOST, LLC
CISCO BEACH MEDIA, LLC
CLIFF ROAD MEDIA, LLC
DEN OF THIEVES FILMS, LLC
DON JON ACQUISITIONS, LLC
DR PRODUCTIONS, LLC
EINSTEIN RENTALS, LLC
ENGLISH BREAKFAST MEDIA, LLC
FURNACE FILMS, LLC
GOTTI ACQUISITIONS, LLC
GREAT POINT PRODUCTIONS, LLC
GUIDO CONTINI FILMS, LLC
HOOPER FARM MUSIC, LLC
HOOPER FARM PUBLISHING, LLC
HUMMOCK POND PROPERTIES, LLC
HUNTER KILLER LA PRODUCTIONS
HUNTER KILLER PRODUCTIONS, LLC
IN THE HAT PRODUCTIONS, LLC
J & J PROJECT, LLC
JGAG ACQUISITIONS, LLC
LEFT BEHIND ACQUISITIONS, LLC
LONG POND MEDIA, LLC
MADAKET PUBLISHING, LLC
MADAKET ROAD MUSIC, LLC
MADVINE RM, LLC
MALAVITA PRODUCTIONS, LLC
MB PRODUCTIONS, LLC
MERCHANT OF SHANGHAI PRODUCTIONS,
LLC
MIACOMET MEDIA LLC
MIRACLE SHOT PRODUCTIONS, LLC

MOST WONDERFUL TIME PRODUCTIONS,
LLC
MOVIE PRODUCTIONS, LLC
ONE LIFE ACQUISITIONS, LLC
ORANGE STREET MEDIA, LLC
OUT OF THIS WORLD PRODUCTIONS, LLC
PARANOIA ACQUISITIONS, LLC
PHANTOM ACQUISITIONS, LLC
POCOMO PRODUCTIONS, LLC
RELATIVE MOTION MUSIC, LLC
RELATIVE VELOCITY MUSIC, LLC
RELATIVITY DEVELOPMENT, LLC
RELATIVITY FASHION, LLC
RELATIVITY FILM FINANCE II, LLC
RELATIVITY FILM FINANCE III, LLC
RELATIVITY FILM FINANCE, LLC
RELATIVITY FILMS, LLC
RELATIVITY FOREIGN, LLC
RELATIVITY INDIA HOLDINGS, LLC
RELATIVITY JACKSON, LLC
RELATIVITY MEDIA, LLC
RELATIVITY MEDIA DISTRIBUTION, LLC
RELATIVITY MEDIA FILMS, LLC
RELATIVITY MUSIC GROUP, LLC
RELATIVITY PRODUCTION LLC
RELATIVITY REAL, LLC
RELATIVITY ROGUE, LLC
RELATIVITY SENATOR, LLC
RELATIVITY SKY LAND ASIA HOLDINGS,
LLC
RELATIVITY TV, LLC
REVELER PRODUCTIONS, LLC
RML ACQUISITIONS I, LLC
RML ACQUISITIONS II, LLC
RML ACQUISITIONS III, LLC
RML ACQUISITIONS IV, LLC
RML ACQUISITIONS IX, LLC
RML ACQUISITIONS V, LLC
RML ACQUISITIONS VI, LLC
RML ACQUISITIONS VII, LLC
RML ACQUISITIONS VIII, LLC
RML ACQUISITIONS X, LLC
RML ACQUISITIONS XI, LLC
RML ACQUISITIONS XII, LLC
RML ACQUISITIONS XIII, LLC
RML ACQUISITIONS XIV, LLC

RML ACQUISITIONS XV, LLC
RML BRONZE FILMS, LLC
RML DAMASCUS FILMS, LLC
RML DESERT FILMS, LLC
RML DISTRIBUTION DOMESTIC, LLC
RML DISTRIBUTION INTERNATIONAL, LLC
RML DOCUMENTARIES, LLC
RML DR FILMS, LLC
RML ECHO FILMS, LLC
RML ESCOBAR FILMS, LLC
RML FILM DEVELOPMENT, LLC
RML FILMS PR, LLC
RML HECTOR FILMS, LLC
RML HILLSONG FILMS, LLC
RML IFWT FILMS, LLC
RML INTERNATIONAL ASSETS, LLC
RML JACKSON LLC
RML KIDNAP FILMS, LLC
RML LAZARUS FILMS, LLC
RML NINA FILMS, LLC
RML NOVEMBER FILMS, LLC
RML OCULUS FILMS, LLC
RML OUR FATHER FILMS, LLC
RML ROMEO AND JULIET FILMS, LLC
RML SCRIPTURE FILMS, LLC
RML SOLACE FILMS, LLC
RML SOMNIA FILMS, LLC

RMLDD FINANCING, LLC
RML TIMELESS PRODUCTIONS, LLC
RML TURKEYS FILMS, LLC
RML VERY GOOD GIRLS FILMS, LLC
RML WIB FILMS, LLC
ROGUE DIGITAL, LLC
ROGUE GAMES, LLC
ROGUELIFE LLC
SAFE HAVEN PRODUCTIONS, LLC
SANCTUM FILMS, LLC
SANTA CLAUS PRODUCTIONS, LLC
SMITH POINT PRODUCTIONS, LLC
SNOW WHITE PRODUCTIONS, LLC
SPY NEXT DOOR, LLC
STORY DEVELOPMENT, LLC
STRAIGHT WHARF PRODUCTIONS, LLC
STRANGERS II, LLC
STRETCH ARMSTRONG PRODUCTIONS,
LLC
STUDIO MERCHANDISE, LLC
SUMMER FOREVER PRODUCTIONS, LLC
THE CROW PRODUCTIONS, LLC
TOTALLY INTERNS, LLC
TRIBES OF PALOS VERDES PRODUCTION,
LLC
TUCKERNUCK MUSIC, LLC
TUCKERNUCK PUBLISHING, LLC
WRIGHT GIRLS FILMS, LLC
YUMA, INC.
ZERO POINT ENTERPRISES, LLC

By: _____

Name: Brian Kushner

Title: Chief Restructuring Officer