UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
RELATIVITY FASHION, LLC, *et al.*,[1]	Case No. 15-11989 (MEW)
Debtors.	(Jointly Administered)

FINAL ORDER PURSUANT TO SECTIONS 105, 361, 362, 363, 364, AND 507 OF THE BANKRUPTCY CODE (I) AUTHORIZING DEBTORS TO OBTAIN SUPERPRIORITY SECURED DEBTOR-IN-POSSESSION FINANCING, (II) AUTHORIZING DEBTORS TO USE CASH COLLATERAL, (III) GRANTING ADEQUATE PROTECTION TO THE CORTLAND PARTIES, AND (IV) GRANTING RELATED RELIEF

Upon the motion ("Motion") filed by Relativity Fashion, LLC and certain of its direct and indirect subsidiaries, as debtors and debtors in possession (collectively, the "Debtors") in the above captioned chapter 11 cases (collectively, the "Chapter 11 Cases") requesting entry of an interim order (the "Interim Order") and a final order (the "Final Order" and, collectively with the Interim Order and the Second Interim Order, the "DIP Orders") under sections 105, 361, 362, 363(c), 363(e), 364(c), 364(d)(1), 364(e), and 507 of title 11 of the United States Code, 11 U.S.C. §§101-1532 (as amended, the "Bankruptcy Code"), and Rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the "Bankruptcy Rules"), and Rule 4001-2 of the Local Bankruptcy Rules for the Southern District of New York (as amended, the "Local Rules"), *inter alia* (a) authorizing the Debtors to enter into a $45,000,000 secured superpriority debtor-in-possession financing facility (as subsequently increased to $49,500,000 the "DIP Facility") pursuant to and in accordance with the superpriority secured debtor-in-possession credit agreement in the form attached to the Interim Order as

[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.

Exhibit 2 (as amended from time to time, the "DIP Credit Agreement") with Relativity Media, LLC ("RML") and certain of its subsidiaries, as borrowers (the "DIP Borrowers"), Relativity Holdings LLC ("Relativity Holdco") and the other Debtors, as guarantors, Cortland Capital Market Services LLC, as administrative and collateral agent (the "DIP Agent"), and the lenders party thereto (the "DIP Lenders" and, together with the DIP Agent, the "DIP Secured Parties"), the other DIP Facility Documents (as defined below), the Budget (as defined below), and the DIP Orders, (b) authorizing the Debtors to use Cash Collateral (as defined below) as of the Petition Date pursuant to and in accordance with the Budget and the DIP Orders, (c) granting to the DIP Agent, for the benefit of the DIP Lenders, a security interest in and liens on the DIP Collateral (as defined below) and a superpriority administrative expense claim, to the extent and as provided in the DIP Orders and the DIP Facility Documents, to secure the DIP Obligations (as defined below); (d) granting certain adequate protection to the Cortland Parties (as defined below) and Manchester Securities (as defined below); (e) scheduling a final hearing (the "Final Hearing") to consider entry of the Final Order, and (f) granting related relief; and the Bankruptcy Court having found that the relief requested in the Motion is in the best interests of each of the Debtors, their estates, their creditors and other parties in interest; and the Bankruptcy Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Bankruptcy Court on July 31, 2015 (the "Interim Hearing"); and the Bankruptcy Court having determined that the legal and factual bases set forth in the Motion, the *Declaration of Brian G. Kushner Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York in Support of Chapter 11 Petitions and First Day Pleadings*, dated as of July 30, 2015, and the Declaration of Timothy Coleman, Senior Managing Director of The Blackstone Group, L.P., in support of the Motion, dated as of July 30, 2015, and

articulated at the Interim Hearing adequately established just cause for the relief requested in the Motion; and the Bankruptcy Court having entered the Interim Order on July 31, 2015; and a second interim hearing (the "Second Interim Hearing") on the relief requested in the Motion having taken place on August 14, 2015; and the Final Hearing on the relief requested in the motion having taken place on August 25, 2015; and upon all of the proceedings had before the Bankruptcy Court at the Interim Hearing, the Second Interim Hearing and the Final Hearing; and after due deliberation and sufficient cause appearing therefor, it is

HEREBY FOUND AND CONCLUDED THAT:[2]

A. Commencement of Chapter 11 Cases. On July 30, 2015 (the "Petition Date"), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The Debtors are continuing to operate their respective businesses and manage their respective properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. On August 7, 2015, the United States Trustee for the Southern District of New York (the "U.S. Trustee") appointed a seven-member Official Committee of Unsecured Creditors Committee, consisting of: (i) Carat USA, Inc.; (ii) NBC Universal; (iii) Cinedigm Corp.; (iv) Technicolor, Inc.; (v) Allied Advertising Limited Partnership (d/b/a Allied Integrated Marketing); (vi) Comen VFX LLC; and (vii) Create Advertising Group, LLC in the Chapter 11 Cases [Docket. No. 114].

B. Jurisdiction and Venue. The Bankruptcy Court has jurisdiction over the Chapter 11 Cases, the Motion, and the parties and property affected hereby, pursuant to 28 U.S.C. §§ 157(b) and 1334. Consideration of the Motion constitutes a core proceeding pursuant

[2] The findings and conclusions set forth herein constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. To the extent any findings of fact constitute conclusions of law, they are adopted as such. To the extent any conclusions of law constitute findings of fact, they are adopted as such.

to 28 U.S.C. § 157(b)(2). The Bankruptcy Court may enter a final order consistent with Article III of the United States Constitution. Venue of the Chapter 11 Cases in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The bases for the relief sought in the Motion and granted in this Final Order are sections 105, 361, 362, 363(c), 363(e), 364(c), 364(d)(1), 364(e), and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004 and 9014, and Local Rule 4001-2.

C. Adequate Notice. On July 30, 2015, the Debtors filed the Motion with the Bankruptcy Court pursuant to Bankruptcy Rules 2002, 4001 and 9014, and provided notice of the Motion and the Interim Hearing by electronic mail, facsimile, hand delivery, or overnight delivery to the following parties and/or their respective counsel as indicated below: (a) the U.S. Trustee; (b) the entities listed on the Consolidated List of Creditors Holding the 50 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (c) counsel to the agent (and if there is no agent, counsel to the lender(s)) under each of the Debtors' pre-petition financing facilities; (d) the United States Securities and Exchange Commission; (e) the Internal Revenue Service, and (f) all parties entitled to notice pursuant to Local Rule 9013-1(b) (collectively, the "Notice Parties"). On August 5, 2015, the Debtors provided, pursuant to Bankruptcy Rules 2002, 4001 and 9014, notice of the Second Interim Hearing by electronic mail, facsimile, hand delivery, or overnight delivery to the Notice Parties.

D. DIP Facility. The DIP Facility is a secured superpriority financing facility, which shall be comprised of a term loan in the aggregate principal amount of $49,500,000, of which (a) $9,500,000 (the "Interim DIP Loan") was made available to the Debtors upon entry of the Interim Order, subject to satisfaction of the conditions precedent contained in the DIP Credit Agreement; (b) $2,500,000 (the "Second Interim DIP Loan") was

made available to the Debtors upon entry of the Second Interim Order on August 14, 2015, subject to satisfaction of the conditions precedent contained in the DIP Credit Agreement; (c) $37,500,000 (the "Final DIP Loan" and, collectively with the Interim DIP Loan and the Second Interim DIP Loan, the "DIP Loans") shall be made available to the Debtors upon the entry of this Final Order, subject to satisfaction of the conditions in the DIP Credit Agreement. All DIP Loans and the other obligations under the DIP Facility Documents, including, without limitation, principal, interest, expenses, the DIP Fees (as defined below), and the other obligations due from time to time by the Debtors pursuant to the DIP Facility Documents shall be referred to as the "DIP Obligations."

E. Good Cause for Immediate Entry of the Final Order. Good cause has been shown for immediate entry of this Final Order pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2) and Local Rule 4001-2. The Debtors have an immediate and critical need to obtain up to $49,500,000 of the DIP Loans and access to the Cash Collateral (as defined below) to satisfy their liquidity requirements to preserve and operate their businesses and maintain business relationships with, and the confidence of, their vendors, suppliers, and customers. Absent authorization to immediately use the DIP Facility and Cash Collateral, the Debtors' estates and their creditors would suffer immediate and irreparable harm. "Cash Collateral" shall have the meaning assigned to the term "cash collateral" under section 363(a) of the Bankruptcy Code and covers all "cash collateral" that constitutes Prepetition Collateral (as defined below); provided, however, that nothing in this Final Order shall authorize the use of cash collateral that constitutes Ultimates Collateral, Production Collateral, or P&A Collateral (each, as defined below).

F. Best Financing Available. The DIP Facility is the best source of debtor-in-possession financing available to the Debtors. The Debtors are unable to obtain (i) adequate

unsecured credit allowable under either sections 364(b) and 503(b)(l) of the Bankruptcy Code or section 364(c)(l) of the Bankruptcy Code, (ii) adequate credit secured by a senior lien on unencumbered assets of their estates under section 364(c)(2) of the Bankruptcy Code, (iii) adequate credit secured by a lien that is junior as to all the encumbered assets of their estates under section 364(c)(3) of the Bankruptcy Code, or (iv) secured credit under section 364(d)(l) of the Bankruptcy Code from sources other than the DIP Lenders on terms more favorable than the terms of the DIP Facility.

G. Terms of DIP Facility are Fair and Reasonable. The DIP Lenders have indicated a willingness to provide the DIP Facility solely on the terms and conditions set forth in this Final Order and the DIP Facility Documents. The terms of the DIP Facility are fair and reasonable and reflect each Debtor's exercise of prudent business judgment consistent with its fiduciary duties, and are the best available under the circumstances.

(i) Arm's Length and Good Faith Negotiation. The Debtors, the DIP Agent, and the DIP Lenders have negotiated the terms and conditions of the DIP Facility, the DIP Facility Documents, and this Final Order in good faith and at arm's length, and any credit extended and loans made to the Debtors pursuant to this Final Order shall be, and hereby are, deemed to have been extended, issued, or made, as the case may be, in "good faith" within the meaning of section 364(e) of the Bankruptcy Code and the DIP Agent and the DIP Lenders shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event this Final Order or any provision thereof is vacated, reversed, or modified, whether on appeal or otherwise. The Cortland Parties have acted in good faith regarding the DIP Facility and the Debtors' use of the Cash Collateral to fund the administration of the Debtors' estates and continued operation of their businesses.

H. The Prepetition Secured Facilities. Without prejudice to the rights of any other party, including the Committee, and without the subparagraphs of this Paragraph H constituting findings of fact, conclusions of law or orders of the Court, the Debtors acknowledge, admit, represent, stipulate and agree that:

(i) *Cortland TLA/TLB Facility.*

(A) Prior to the Petition Date, Cortland Capital Market Services LLC, as administrative agent and collateral agent (in such capacities, the "Cortland Agent"), and certain parties that are lenders under the Cortland TLA/TLB Financing Agreement (as defined below) (the "Cortland Lenders" and, together with the Cortland Agent, the "Cortland Parties") made loans and advances, and/or provided other financial accommodations, to or for the benefit of certain of the Debtors, consisting of (i) a tranche A term loan in the aggregate principal amount of $125,000,000 (the "Cortland Term Loan A"), (ii) a tranche B term loan in the aggregate initial principal amount of $125,000,000 (the "Cortland Term Loan B"), and (c) a tranche A-1 term loan in the aggregate principal amount of $15,000,000 (the "Cortland Term Loan A-1" and, collectively with the Cortland Term A Loan and the Cortland Term Loan B, the "Cortland TLA/TLB Facility") pursuant to (x) that certain Financing Agreement, dated as of May 30, 2012 (as the same may have been amended, restated, supplemented, or other otherwise modified to date, the "Cortland TLA/TLB Financing Agreement"), by and among RML and certain of its subsidiaries, as borrowers (the "Cortland Borrowers"), the Cortland Agent, the Cortland Lenders, and CB Agency Services, LLC ("CBA") as origination agent, and (y) all other agreements, documents and instruments executed and/or delivered to or in favor of the Cortland Agent and/or the Cortland Lenders in connection with the Cortland TLA/TLB Facility, including, without limitation, all security agreements, notes, guarantees, mortgages, Uniform

Commercial Code financing statements, and all other related agreements, documents and instruments, including any fee letters, executed and/or delivered in connection therewith or related thereto (all the foregoing, together with the Cortland TLA/TLB Financing Agreement, as all of the same have been supplemented, modified, extended, renewed, restated, and/or replaced at any time prior to the Petition Date, collectively, the "Cortland Term Loan Documents"). All "Obligations" (as defined in the Cortland Documents) arising under the Cortland Documents including, without limitation, all loans, advances, debts, liabilities, principal, accrued or hereafter accruing interest, fees, costs, charges, expenses (including any and all reasonable attorneys', accountants', appraisers' and financial advisors' fees and expenses that are chargeable, reimbursable or otherwise payable under the Cortland Documents), of any kind or nature, whether or not evidenced by any note, agreement, or other instrument, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Debtors' obligations under the Cortland Documents shall hereinafter be referred to collectively as the "Cortland Obligations."

(B) The Cortland Obligations are guaranteed by Relativity Holdco (collectively with the Cortland Borrowers, the "Cortland Obligors").

(C) Pursuant to the Cortland Documents, the Cortland Obligations are secured by (i) liens (the "Cortland Liens") on substantially all of the assets of the Cortland Borrowers; and (ii) a pledge by Relativity Holdco of 100% of its equity interest in RML (collectively, the "Cortland Collateral").

(ii) *Manchester Credit Facility.*

(A) Prior to the Petition Date, Manchester Securities Corporation ("Manchester Securities"), as lender under the Manchester Credit Agreement (as

defined below), made loans and advances, and/or provided other financial accommodations, to or for the benefit of certain of the Debtors (collectively, the "Manchester Credit Facility"), pursuant to (x) that certain Second Amended and Restated Credit Agreement, dated as of May 30, 2012 (as the same may have been amended, restated, supplemented, or other otherwise modified to date, the "Manchester Credit Agreement"), by and among RML and each of the other Cortland Borrowers, as borrowers (the "Manchester Borrowers"), and Manchester Securities, as lender, and (y) all other agreements, documents and instruments executed and/or delivered to or in favor of Manchester Securities in connection with the Manchester Credit Facility, including, without limitation, all security agreements, notes, guarantees, mortgages, Uniform Commercial Code financing statements, and all other related agreements, documents and instruments, including any fee letters, executed and/or delivered in connection therewith or related thereto (all the foregoing, together with the Manchester Credit Agreement, as all of the same have been supplemented, modified, extended, renewed, restated, and/or replaced at any time prior to the Petition Date, collectively, the "Manchester Securities Documents"). All "Obligations" (as defined in the Manchester Securities Documents) arising under the Manchester Securities Documents including, without limitation, all loans, advances, debts, liabilities, principal, accrued or hereafter accruing interest, fees, costs, charges, expenses (including any and all reasonable attorneys', accountants', appraisers' and financial advisors' fees and expenses that are chargeable, reimbursable or otherwise payable under the Manchester Securities Documents), of any kind or nature, whether or not evidenced by any note, agreement, or other instrument, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Debtors' obligations under the Manchester Securities Documents shall hereinafter be referred to collectively as the "Manchester Securities Obligations."

(B) The Manchester Securities Obligations are guaranteed by Relativity Holdco (collectively with the Manchester Borrowers, the "Manchester Obligors").

(C) Pursuant to the Manchester Securities Documents, the Manchester Securities Obligations are secured by liens (the "Manchester Securities Liens"), junior to the Cortland Liens, on substantially all of the assets of the Manchester Borrowers (as the same collateral securing the repayment of the Cortland TLA/TLB Facility) (collectively, the "Manchester Securities Collateral" and, together with the Cortland Collateral and subject to Paragraph 35, the "Primed Collateral")).

(iii) *Ultimates Facility.*

(A) Prior to the Petition Date, CIT Bank, N.A., formerly known as CIT Bank, N.A., formerly known as OneWest Bank, N.A., as administrative agent (in such capacity, the "Ultimates Agent"), and certain parties that are lenders under the Ultimates Credit Agreement (as defined below) (the "Ultimates Lenders" and, together with the Ultimates Agent, the "Ultimates Parties") made loans and advances, and/or provided other financial accommodations, to or for the benefit of certain Debtors (collectively, the "Ultimates Facility"), pursuant to (x) that certain Credit, Security, Guaranty and Pledge Agreement, dated as of September 25, 2012 (as the same may have been amended, restated, supplemented, or other otherwise modified to date, the "Ultimates Credit Agreement"), by and among RMLDD Financing, LLC ("RMLDD Financing"), as borrower, the Ultimates Lenders, certain of the Debtors, as Ultimates Guarantors (as defined below), and the Ultimates Agent, and (y) all other agreements, documents and instruments executed and/or delivered to or in favor of the Ultimates Lenders in connection with the Ultimates Facility, including, without limitation, all security agreements, notes, guarantees, mortgages, Uniform Commercial Code financing statements, and

all other related agreements, documents and instruments, including any fee letters, executed and/or delivered in connection therewith or related thereto (all the foregoing, together with the Ultimates Credit Agreement, as all of the same have been supplemented, modified, extended, renewed, restated, and/or replaced at any time prior to the Petition Date, collectively, the "Ultimates Documents"). All "Obligations" (as defined in the Ultimates Documents) arising under the Ultimates Documents including, without limitation, all loans, advances, debts, liabilities, principal, accrued or hereafter accruing interest, fees, costs, charges, expenses (including any and all reasonable attorneys', accountants', appraisers' and financial advisors' fees and expenses that are chargeable, reimbursable or otherwise payable under the Ultimates Documents), of any kind or nature, whether or not evidenced by any note, agreement, or other instrument, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Debtors' obligations under the Ultimates Documents shall hereinafter be referred to collectively as the "Ultimates Obligations."

(B) The Ultimates Obligations are guaranteed by certain of the Debtors (the "Ultimates Guarantors" and, collectively with RMLDD Financing, the "Ultimates Obligors").

(C) Pursuant to the Ultimates Documents, the Ultimates Obligations are secured by liens (the "Ultimates Liens") on the personal property of debtor RMLDD Financing and the Ultimates Guarantors (collectively, the "Ultimates Collateral").

(iv) *Production Loans.*

(A) On August 5, 2014, Armored Car Productions, LLC, as borrower (the "A&R Borrower"), entered into an Amended and Restated Loan and Security Agreement (the "A&R Armored Car LSA") with CIT Bank, N.A., formerly known as OneWest

Bank, N.A., as agent (the "A&R Agent"), and Surefire Entertainment Capital, LLC, as lender (the "A&R Lender" and, together with the A&R Agent, the A&R Parties"), for loans up to $24,090,353 (inclusive of fees and the Interest and Fee Reserve (as defined in the A&R Armored Car LSA)) for the purpose of acquiring, producing, completing, and delivering a motion picture not yet released, and the payment of related financing costs (the "Armored Car Loan"). The obligations under the Armored Car Loan (the "Armored Car Obligations") are secured by liens (the "Armored Car Liens") on all of the assets of the A&R Borrower, excluding the Excluded Collateral (as defined in the A&R Armored Car LSA) (collectively, the "Armored Car Collateral"). The Armored Car Loan is non-recourse to RML.

(B) On September 5, 2014, DR Productions, LLC, as borrower (the "DRP Borrower"), entered into a Loan and Security Agreement (the "DR LSA") with CIT Bank, N.A., formerly known as OneWest Bank, N.A., as agent and lender (the "DRP Parties"), for loans up to $14,688,456 (inclusive of fees and the Interest and Fee Reserve (as defined in the DR LSA)) for the purpose of acquiring, producing, completing, and delivering a motion picture not yet released, and the payment of related financing costs (the "DR Loan"). The obligations under the DR Loan (the "DR Obligations") are secured by liens (the "DR Liens") on all of the assets of the DRP Borrower, excluding the Excluded Collateral (as defined in the DR LSA) (collectively, the "DRP Collateral"). The DR Loan is non-recourse to RML.

(C) Prior to the Petition Date, Yuma, Inc. and J & J Project, LLC (the "Vine/Verite Borrowers" and, collectively with the A&R Borrower and the DRP Borrower, the "Production Obligors") entered into certain loan and security agreements (the "Vine/Verite Agreements" and, collectively with the A&R Armored Car LSA and the DR LSA, the "Production Documents") with Verite Capital Onshore Loan Fund LLC, which were

subsequently transferred Vine Film Finance Fund II LP (together, the "Vine/Verite Parties" and, collectively with the A&R Parties and the DRP Parties, the "Production Parties") in connection with the production of the films 3:10 TO YUMA and THE FORBIDDEN KINGDOM (the "Vine/Verite Loans" and, collectively with the Armored Car Loan and the DR Loan, the "Production Loans"). The obligations under the Vine/Verite Loans (the "Vine/Verite Obligations" and, collectively with the Armored Car Obligations and the DR Obligations, the "Production Obligations") are secured by valid liens (the "Vine/Verite Liens" and, collectively with the Armored Car Liens and the DR Liens, the "Production Liens") on the assets of the respective films (collectively, "Vine/Verite Collateral" and, collectively with the Armored Car Collateral and the DRP Collateral, the "Production Collateral"). The Vine/Verite Loans are non-recourse to the Vine/Verite Borrowers. As of the Petition Date, $67,553,907 ($35,976,970 outstanding with Yuma, Inc. and $31,576,937 outstanding with J&J Project, LLC) was outstanding under the Vine/Verite Loans.

(v) *P&A Facility.*

(A) On June 30, 2014, certain of RML's subsidiaries (the "P&A Borrowers"),[3] together with RML Distribution Domestic, LLC ("RMLDD") and RMLDD Financing, LLC, as accommodation pledgors, entered into that certain Second Amended and Restated Funding Agreement with Macquarie US Trading LLC, as agent (the "P&A Agent"), Macquarie Investments US Inc. ("MIUS"), as Post-Release Lender by assignment from the original Post-Release Lender, and RKA Film Financing, LLC ("RKA"), as Pre-Release Lender

[3] The "P&A Borrowers" include, without limitation, the following entities: (i) RML Lazarus Films, LLC; (ii) Armored Car Productions, LLC; (iii) RML Somnia Films, LLC; (iv) DR Productions, LLC; (v) RML Kidnap Films, LLC; (vi) 3 Days to Kill Productions, LLC; (vii) RML Oculus Films, LLC; (viii) Brick Mansions Acquisitions, LLC; (ix) RML Echo Films, LLC; (x) RML November Films, LLC; (xi) Best of Me Productions, LLC; (xii) Blackbird Productions, LLC; (xiii) RML WIB Films, LLC; and (xiv) Furnace Films, LLC.

and Pre-Release Lender Agent (as all such terms are defined therein) (collectively, the "P&A Lenders" and, collectively with the P&A Agent, the "P&A Parties" and, collectively with the Cortland Parties, Manchester Securities, the Ultimates Parties, and the Production Parties, the "Prepetition Secured Parties"), as amended by the First Amendment, dated August 26, 2014 (collectively with all the related loan and other documents identified therein, the "P&A Funding Agreement" and, collectively with the Cortland Documents, the Manchester Securities Documents, the Ultimates Documents, and the Production Documents, the "Prepetition Documents"), consisting of (i) specific loans each made in connection with an individual film prior to its theatrical release (the "Pre-Release P&A Loans") and (ii) specific loans each made in connection with an individual film in the calendar week following the theatrical release of a film (the "Post-Release P&A Loans" and, together with the Pre-Release P&A Loans, the "P&A Facility").

(B) RMLDD and RMLDD Financing (collectively with the P&A Borrowers, the "P&A Obligors") are also "Credit Parties" under the P&A Funding Agreement and co-obligors (with the P&A Borrowers) of the obligations under the P&A Facility (the "P&A Obligations").

(C) The P&A Obligations are secured by liens (the "P&A Liens" and, collectively with the Cortland Liens, the Manchester Securities Liens, the Ultimates Liens, and the Production Liens, the "Prepetition Liens") on the assets of the P&A Obligors, including the domestic distribution agreements for the films financed under the P&A Facility, the intellectual property, picture rights, and the receipts from such films (collectively, the "P&A Collateral" and, collectively with the Cortland Collateral, the Manchester Securities Collateral,

the Ultimates Collateral, and the Production Collateral, the "Prepetition Collateral"). The P&A Facility is non-recourse to RML.

(vi) *Prepetition Intercreditor Agreements*. Pursuant to the agreements set forth below ((A) through (I) collectively, the "Prepetition Priority Agreements") certain parties have defined their respective rights in the Prepetition Collateral:

(A) Amended and Restated Subordination Agreement, dated as of December 21, 2012 (the "Subordination Agreement"), between Manchester Securities and Manchester Library Company LLC ("Manchester Library"), Relativity Holdco, RML, each of the Cortland Borrowers, the Cortland Agent, CBA (as agent for a now fully repaid P&A facility), and the P&A Agent, pursuant to which the security interests and payment rights of the Manchester Credit Facility are subordinated to the Cortland TLA/TLB Facility and the P&A Facility.

(B) Third Amended and Restated Intercreditor and Subordination Agreement, dated as of June 30, 2014, between the P&A Agent and the Cortland Agent, pursuant to which the security interests and certain payment rights of the Cortland TLA/TLB Facility are subordinated to the P&A Facility.

(C) Subordination and Intercreditor Agreement, dated as of September 25, 2012, among the Ultimates Agent, the Cortland Agent, Manchester Securities and Manchester Library, pursuant to which the security interests and certain payment rights of the Cortland TLA/TLB Facility and the Manchester Credit Facility are subordinated to the Ultimates Facility.

(D) Amended and Restated Intercreditor Agreement (as may be further amended, restated, supplemented, or otherwise modified from time to time), dated as of March

17, 2015, by and among P&A Agent acting in its various capacities as administrative agent and collateral agent for the P&A Lenders, Relativity Film Finance, LLC, a Delaware limited liability company, UniFi Completion Guaranty Insurance Solutions, Inc. d/b/a UniFi Completion Guarantors, acting in its capacity as agent and attorney-in-fact for Homeland Insurance Company of New York, CIT Bank, N.A., formerly known as OneWest Bank, N.A., in its capacity as agent for itself and certain lenders party from time to time to the P&A Funding Agreement, Cortland Capital Market Services LLC, acting as collateral agent for the Cortland Lenders, and Manchester Securities Corp. (related to Armored Car Productions, LLC).

(E) Intercreditor Agreement, dated as of September 5, 2014 (as may be further amended, restated, supplemented, or otherwise modified from time to time), by and among Manchester Securities Corp., a California limited liability company, Cortland Capital Market Services LLC, acting as collateral agent for the Cortland Lenders, and CIT Bank, N.A., formerly known as OneWest Bank, N.A., in its capacity as agent for itself and certain lenders party from time to time to the DR LSA (related to Armored Car Productions, LLC).

(F) Interparty Agreement, dated as of August 5, 2014, by and among Armored Car Productions, LLC, a California limited liability company, CIT Bank, N.A., formerly known as OneWest Bank, N.A., in its capacity as agent for certain lenders, RML Distribution Domestic, LLC, a California limited liability company, Relativity Film Finance, LLC, a Delaware limited liability company, and UniFi Completion Guaranty Insurance Solutions, Inc. d/b/a UniFi Completion Guarantors, acting in its capacity as agent and attorney-in-fact for Homeland Insurance Company of New York.

(G) Amended and Restated Intercreditor Agreement (as may be further amended, restated, supplemented or otherwise modified from time to time), dated as of March

27, 2015, by and among P&A Agent acting in its various capacities as administrative agent and collateral agent, Relativity Film Finance, LLC, a Delaware limited liability company, UniFi Completion Guaranty Insurance Solutions, Inc. d/b/a UniFi Completion Guarantors, acting in its capacity as agent and attorney-in-fact for Homeland Insurance Company of New York, CIT Bank, N.A., formerly known as OneWest Bank, N.A., in its capacity as agent for itself and certain lenders, Cortland Capital Market Services LLC acting as collateral agent for the Cortland Lenders, and Manchester Securities Corp. (related to DR Productions, LLC).

(H) Intercreditor Agreement, dated as of September 5, 2014, by and among Manchester Securities Corp., a California limited liability company, Cortland Capital Market Services LLC, acting as collateral agent for the Cortland Lenders, and CIT Bank, N.A., formerly known as OneWest Bank, N.A., in its capacity as agent for itself and certain lenders(related to DR Productions, LLC).

(I) Amended and Restated Interparty Agreement, dated as of September 5, 2014, by and among DR Productions, LLC, a California limited liability company, CIT Bank, N.A., formerly known as OneWest Bank, N.A., in its capacity as agent for certain lenders, RML Distribution Domestic, LLC, a California limited liability company, Relativity Film Finance, LLC, a Delaware limited liability company, and UniFi Completion Guaranty Insurance Solutions, Inc. d/b/a UniFi Completion Guarantors, acting in its capacity as agent and attorney-in-fact for Homeland Insurance Company of New York.

(vii) *Other Liens.*

1. Viacom International Inc. and certain of its affiliates including Paramount Pictures, Corporation, New Pop Culture Productions Inc., New Remote Productions Inc., New 38th Floor Productions Inc. and

Black Entertainment Television LLC (collectively "Viacom") asserts that it holds a valid first priority lien in certain assets of the Debtors pursuant the terms of certain contractual relationships between it and the Debtors, including without limitation, (a) a Production Services Agreement dated as of December 17, 2010, as amended, with RelativityREAL, LLC and Catfish Picture Company LLC relating to, among other things, the Catfish TV Series (b) an Option/Quitclaim Agreement dated as of April 25, 2009, as amended, and related agreements with Relativity Media, LLC and Fighter LLC relating to, among other things, the "Fighter"; (c) an Option/Quitclaim Agreement dated as of September 14, 2012, as amended, and related agreements with Relativity Development, LLC relating to, among other things, "Loomis Fargo Heist" (now known as "Mastermind"); (d) a Domestic Airline and Military/Governmental Installations distribution agreement dated as of December 1, 2010, as amended, with RML Distribution Domestic, LLC; (e) a development and production services agreement with RelativityREAL, LLC dated as of October 27, 2014, as amended, relating to a project referred to as the "United RelativityREAL Project" and (f) several Acquisition Agreements with RML Distribution Domestic LLC that grant Viacom a license with respect to certain movies owned by one or more of the Debtors (the "Viacom Liens").

2. Technicolor, Inc. ("Technicolor") asserts that it and certain of the Debtors are parties to that certain Services Agreement dated as of December 29, 2010, as amended (the "Services Agreement"). Technicolor further asserts that (i) as part of the Services Agreement, certain of the Debtors granted a possessory lien (the "Technicolor Services Lien") on "all materials deposited by, or on behalf of, [Relativity Media, LLC] with Technicolor that are owned and subject to the control of Relativity," to secure payments under the Services Agreement and (ii) California Civil Code Section 3051 provides for a statutory lien in favor of Technicolor, dependent on possession, in all personal property of certain Debtors that Technicolor holds, and which was delivered to Technicolor to render service for such Debtors (the "Technicolor Statutory Lien" and, together with the Technicolor Services Lien the "Technicolor Lien"). Technicolor asserts that the Technicolor Lien is senior to any and all security interests in the collateral that it holds to secure the Technicolor Lien.

(viii) *No Other Liens*. As of the Petition Date, other than the security interests and liens expressly permitted under the Prepetition Documents, the security interests and liens as described with respect to certain guilds (the "Guild Liens") in the *Debtors' Motion For Interim And Final Orders Authorizing Payment Of Prepetition Residuals And Participations In The Ordinary Course Of Business*, the Viacom Lien and the Technicolor Lien there were no security interests or liens on the Prepetition Collateral other than the Prepetition Liens. Notwithstanding anything to the contrary in the Motion, DIP Credit Agreement, or this Final

Order, the Guild Liens may, in many instances, be the perfected and senior liens with respect to specific motion picture collateral, through prior recordation with the United States Copyright Office or UCC-1 financing statements, or by operation of intercreditor agreements with the Cortland Agent, Manchester, or the Ultimates Agent.

(ix) *Prepetition Priority Agreements*. Nothing in this Final Order or any Interim Order entered in connection herewith shall be deemed to modify, amend, or supersede the provisions of the Prepetition Priority Agreements with respect to the relative rights and priorities of all parties with any interest in the property which constitutes Prepetition Collateral. For the avoidance of doubt, the Cortland Collateral, the Manchester Securities Collateral, the Production Collateral and the P&A Collateral are and shall in all respects be limited with respect to the Prepetition Collateral to the respective lender's interest in the Prepetition Collateral as provided for in and subject to the terms of the Prepetition Priority Agreements.

I. Debtors' Stipulations. Without prejudice to the rights of any other party and without the subparagraphs of this Paragraph I constituting findings of fact, conclusions of law or orders of the Court, and subject to the rights of any Committee or other parties-in-interest as and to the extent set forth in Paragraph 34 below (which rights are subject to any other applicable limitations set forth in this Final Order), the Debtors acknowledge, admit, represent, stipulate and agree that:

(i) *Cortland Obligations Are Valid and Enforceable*. The Cortland Obligations are (A) legal, valid, binding, and enforceable against the Cortland Obligors, each in accordance with its terms, (B) not subject to any recoupment, rejection, avoidance, reductions, recharacterization, set-off, subordination (whether equitable, contractual or otherwise),

counterclaims, cross-claims, disallowance, impairment, defenses, or any other claims, causes of action, or challenges of any nature under the Bankruptcy Code, any other applicable law or regulation or otherwise by any person or entity, and (C) shall constitute "allowed claims" within the meaning of section 502 of the Bankruptcy Code. As of the Petition Date, the Debtors were truly and justly indebted and liable in respect of the Cortland Obligations, in an aggregate amount of not less than $366,032,117.35, inclusive of accrued but unpaid interest, accrued but uncapitalized interest, and other unpaid fees, but exclusive of other unpaid fees, charges, costs, and expenses, to the extent payable under the terms of the Cortland Documents.

(ii) *Cortland Liens Are Valid and Enforceable*. The Cortland Liens (A) constitute valid, binding, enforceable, nonavoidable, and properly perfected liens on the Cortland Collateral that secure all the Cortland Obligations, and (B) are not subject to any attachment, recoupment, rejection, avoidance, reductions, recharacterization, set-off, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, or any other claims, causes of action, or challenges of any nature under the Bankruptcy Code, any other applicable law or regulation or otherwise by any person or entity; and (D) were not otherwise subject to any liens, security interests, or other encumbrances other than liens expressly permitted under the Cortland Documents.

(iii) *No Claims Against Cortland Parties*. The Debtors have no valid claims (as such term is defined in section 101(5) of the Bankruptcy Code) or causes of action against the Cortland Parties with respect to the Cortland Documents, the Cortland Obligations, the Cortland Liens, or otherwise, whether arising at law or at equity, including, without limitation, any challenge, recharacterization, subordination, avoidance, or other claims arising under or pursuant to sections 105, 510, 541, or 542 through 553 of the Bankruptcy Code.

(iv) *Release.* The Debtors hereby forever, unconditionally and irrevocably release, discharge, and acquit the DIP Agent, the DIP Lenders, and the Cortland Parties, and each of their respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, attorneys, and agents, past, present, and future, and their respective heirs, predecessors, successors, and assigns (collectively, the "Releasees") of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, expenses (including, without limitation, reasonable attorneys' fees), debts, liens, actions, and causes of action of any and every nature whatsoever, whether arising in law or otherwise, and whether or not known or matured, arising out of or relating to, as applicable, the DIP Facility, the DIP Facility Documents, the Cortland Documents and/or the transactions contemplated hereunder or thereunder including, without limitation, (A) any so-called "lender liability" or equitable subordination claims or defenses, (B) any and all claims and causes of action arising under the Bankruptcy Code, and (C) any and all claims and causes of action with respect to the validity, priority, perfection, or avoidability of the DIP Liens, DIP Obligations, Cortland Liens, and Cortland Obligations (as each of the foregoing terms is defined herein), but excluding actions or omissions to act that are determined by a final and non-appealable court order to be due to Releasees' own respective gross negligence or willful misconduct. The Debtors further waive and release any defense, right of counterclaim, right of set-off, or deduction to the payment of the Cortland Obligations and the DIP Obligations that the Debtors now have or may claim to have against the Releasees, arising out of, connected with, or relating to any and all acts, omissions, or events occurring prior to the Bankruptcy Court entering this Final Order.

(v) *No Stipulations Relating to the Manchester Credit Facility.* For the avoidance of doubt, nothing in this Final Order shall be deemed as a stipulation by the

Debtors or any other party as to the validity or enforceability of the Manchester Credit Facility, the Manchester Securities Documents, the Manchester Securities Liens, or the Manchester Securities Obligations (all the foregoing, collectively, the "Manchester Matters"), and any and all claims, challenges, and causes of actions with respect to the Manchester Matters are hereby preserved to the fullest extent.

(vi) *Intercompany Loans*. Except as provided in the DIP Credit Agreement with respect to the Debtors' budgeted investment in Relativity EuropaCorp Distribution, LLC, the proceeds of the DIP Loans shall not be loaned or advanced to, or invested in (in each case, directly or indirectly), any entity that is not a subsidiary of a Debtor or DIP Guarantor (as defined below); the proceeds of the DIP Facility loaned or advanced to, or invested in, any subsidiary of the Debtor or a Guarantor shall be evidenced by an intercompany note, in form and substance reasonably satisfactory to the DIP Agent, for the full amount of the proceeds so loaned, advanced, or invested; such intercompany note shall be pledged to the DIP Agent, for the benefit of the DIP Lenders, to secure the DIP Obligations; and all intercompany liens of the Debtors and the Guarantors, if any, will be contractually subordinated to the liens securing the DIP Facility and to the Cortland Adequate Protection Liens (as defined below) on terms satisfactory to the DIP Agent. Nothing herein shall be deemed to modify, supersede, or amend the relative priorities among the parties to the Prepetition Priority Agreements with respect to the Prepetition Collateral.

J. Adequate Protection.

(i) The Cortland Parties shall be entitled to adequate protection of their interests in the Cortland Collateral (including the Cash Collateral), as set forth in Paragraph 12 below, in an amount equal to the aggregate diminution in value (if any) of the Cortland

Collateral resulting from the sale, lease, or use by the Debtors of the Cortland Collateral (including the Cash Collateral), and/or the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (such diminution, the "Cortland Adequate Protection Obligations").

(ii) Manchester Securities shall be entitled to adequate protection of their interests in the Manchester Securities Collateral (including the Cash Collateral), as set forth in Paragraph 12 below, in an amount equal to the aggregate diminution in value (if any) of the Manchester Securities Collateral resulting from the sale, lease, or use by the Debtors of the Manchester Securities Collateral (including the Cash Collateral), and/or the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (such diminution, the "Manchester Securities Adequate Protection Obligations").

(iii) The terms of the Adequate Protection (as defined below) are fair and reasonable, reflect the Debtors' prudent exercise of business judgment, and are sufficient to allow the Debtors' use of the Cortland Collateral (including the Cash Collateral) and to permit the DIP Liens and the DIP Superpriority Claims to prime the Cortland Liens on the Cortland Collateral and the Manchester Securities Liens on the Manchester Securities Collateral (in each case, subject to Paragraph 35), but not, for avoidance of doubt, the Production Liens on the Production Collateral, the P&A Liens on the P&A Collateral, or the Ultimates Liens on the Ultimates Collateral.

K. Consent to Adequate Protection. The Cortland Parties and Manchester Securities consent to the adequate protection and the priming provided for herein; provided, however, that the such consent to the priming, the use of Cash Collateral, and the sufficiency of the adequate protection provided for herein is expressly conditioned upon the entry of this Final Order (in form and substance satisfactory to them) relating to the DIP Facility as set forth herein

(and as provided by the DIP Lenders as set forth herein) and such consent shall not be deemed to extend to any other replacement financing or debtor-in-possession financing other than the DIP Loans provided under the terms of the DIP Facility Documents and the DIP Orders; and provided, further, that such consent shall be of no force and effect in the event this Final Order is not entered and the DIP Facility Documents and DIP Loans as set forth herein are not approved;

L. Order of the Bankruptcy Court. Based upon the foregoing findings, acknowledgements, and conclusions, and upon the record made before the Bankruptcy Court at the Interim Hearing, and good and sufficient cause appearing therefor:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Motion Granted. The Motion is granted on a final basis, as set forth in this Final Order. Any objections to the Motion that have not previously been resolved or withdrawn are hereby overruled. Heatherden Securities LLC's objection to the Motion on the grounds that the Debtors' entry into the DIP Facility was an *ultra vires* action is overruled on a final basis for the reasons stated on the record at the Final Hearing. This Final Order shall immediately become effective upon its entry. To the extent that the terms of any of the DIP Facility Documents differ from the terms of this Final Order, this Final Order shall control.

2. Authority to Perform Under DIP Facility. Subject to Paragraph 35:

(a) The Debtors' continued performance under the DIP Facility is hereby approved. The Debtors are also authorized to continue to enter into such additional documents, instruments, and agreements delivered or executed from time to time in connection with the DIP Facility (such agreements, together with the DIP Credit Agreement and the DIP Orders, the "DIP Facility Documents"). The DIP Facility Agreements shall include guarantees from each of the Debtors (collectively, the "DIP Guarantors").

(b) To the extent not specifically provided in this Final Order, the Debtors are authorized to incur and perform the obligations arising under, and to otherwise comply with, the DIP Facility Documents and this Final Order.

(c) Following the execution of such documents (regardless of whether it was actual execution or deemed execution provided under this Final Order), each of the DIP Facility Documents shall constitute valid and binding agreements, enforceable against each Debtor that is party thereto, in accordance with the terms of the DIP Facility Documents.

(d) For the avoidance of doubt, any unadvanced availability under the Cortland Documents is hereby terminated.

3. Authority to Borrow and Use of Funds.

(a) The Debtors are hereby authorized, on an interim basis, to borrow DIP Loans in an amount not to exceed the Second Interim DIP Loan, pursuant to the terms of this Final Order and the other DIP Facility Documents.

(b) The Debtors are hereby authorized to use the Second Interim DIP Loan and the Cash Collateral pursuant to the DIP Credit Agreement and this Final Order, and in accordance with the 13-week budget delivered by the Debtors to the DIP Agent pursuant to the DIP Credit Agreement, including any variances to the line items contained in such budget that are permitted under the DIP Credit Agreement (as the same may be amended, supplemented, and/or updated in accordance with the DIP Credit Agreement, the "Budget"), provided that payments of prepetition obligations shall be made only as authorized in other Orders entered by the Bankruptcy Court. An amended Budget is annexed hereto as Exhibit 1. Within five (5) business days of delivery of the Budget to the DIP Agent, the Debtors shall deliver a copy of such budget to the U.S. Trustee and to the financial advisors and counsel for the Committee; and

provided further, any proposed amended, modified or updated Budget shall be provided to the Committee with an opportunity to object to any material changes within three (3) business days of receipt thereof.

(c) Section 7.01(a)(i) of the DIP Credit Agreement shall be amended to read in its entirety as follows: "by 5:00 p.m. (New York time) on each Tuesday after the Petition Date (or, if such day is not a Business Day, the Business Day immediately following such day), the Administrative Borrower shall deliver to Administrative Agent and Lenders and the Committee's counsel and financial advisor, a report, in form and substance reasonably satisfactory to Required Lenders, setting forth (x) for the immediately preceding week (ending on the Sunday immediately preceding the applicable Tuesday reporting deadline), the actual results as compared to the updated weekly forecast as reflected in the immediately preceding rolling 9-week forecast delivered by the Borrowers for such week by line item in the Budget, together with a reasonably detailed written explanation of all material variances, (y) for the cumulative period from the Petition Date through the immediately preceding Sunday, the cumulative actual results as compared to the budgeted results for such period by line item in the Budget, together with a reasonably detailed written explanation of all material variances, and (z) for the Budget period, the actual weekly results as well as the updated weekly forecast through the end of the Budget period by line item in the Budget as compared to the Budget, together with a reasonably detailed written explanation of all material variances;"

4. Limitation on Use of Funds.

(a) Notwithstanding anything herein to the contrary, no proceeds of the DIP Loans, the DIP Collateral, the Prepetition Collateral, or any portion of the Carve-Out may be used for the payment of the fees and expenses of any person incurred in (i) the initiation

or prosecution of any claims, causes of action, adversary proceedings, or other litigation against any DIP Secured Party or any Cortland Party for the purpose of challenging the amount, validity, extent, perfection, priority, characterization, or enforceability of or asserting any defense, counterclaim or offset to the DIP Obligations, the DIP Liens, the DIP Superpriority Claims, the Cortland Obligations, the Cortland Liens, the Cortland Administrative Expense Claim, and the Cortland Adequate Protection Liens; or (ii) asserting any other claims, causes of action, adversary proceeding, or other litigation or actions (including, without limitation, any Avoidance Actions) against any DIP Secured Party or any Cortland Party that would hinder or delay the assertion, enforcement, or realization on the DIP Collateral or the Cash Collateral in accordance with the DIP Facility Documents, the Cortland Documents, or this Final Order.

(b) Notwithstanding the foregoing, subject to entry of this Final Order, up to $275,000 in the aggregate proceeds of the DIP Loans, the DIP Collateral, the Prepetition Collateral, and/or the Carve-Out may be used to pay fees and expenses of the professionals retained by the Committee that are incurred in connection with investigating the matters covered by the stipulations contained in Paragraph I of this Final Order.

5. DIP Fees. Subject to the same procedures set forth in Paragraph 20 below with respect to professionals retained by the Cortland Parties, the Debtors are hereby authorized and directed to pay all fees, expenses, and other amounts payable under the DIP Facility Documents, including, without limitation, all recording fees, fees and expenses (whether incurred prepetition or postpetition) of the DIP Agent's bankruptcy counsel and the DIP Lenders' bankruptcy counsel (and such other special counsel, financial advisors, and other consultants as are retained by the DIP Agent and the DIP Lenders), and all of the other fees and all out-of-pocket costs and expenses of the DIP Secured Parties (all the foregoing, the "DIP Fees"), at such times as they are

earned and due under, and otherwise in accordance with the terms of, the DIP Facility Documents. None of such costs, fees, and expenses shall be subject to Bankruptcy Court approval or U.S. Trustee guidelines, and no recipient of any such payment shall be required to file with respect thereto any interim or final fee application with the Bankruptcy Court. All DIP Fees shall constitute DIP Obligations and the repayment thereof shall be secured by the DIP Collateral and afforded all of the priorities and protections afforded to the DIP Obligations under this Final Order and the DIP Facility Documents. Any outstanding DIP Fees shall be paid concurrently with any funding of a DIP Loan. Notwithstanding anything contained herein or in the DIP Credit Agreement to the contrary, the Exit Fee (as defined in the DIP Credit Agreement) (i) shall not be payable in the event that a party other than the Stalking Horse Bidder (as defined in the Motion) is the winning bidder in the 363 Sale (as defined in the DIP Credit Agreement) and (ii) shall only be payable on any amounts actually advanced, withdrawn from the DIP Loan Escrow Account (as defined below), and outstanding under the DIP Facility.

6. DIP Obligations. Subject to Paragraph 35, the DIP Obligations are (a) legal, valid, binding, and enforceable against the Debtors, each in accordance with its terms, (b) not subject to any recoupment, rejection, avoidance, reductions, recharacterization, set-off, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, or any other claims, causes of action, or challenges of any nature under the Bankruptcy Code, any other applicable law or regulation or otherwise, and (c) shall constitute "allowed claims" within the meaning of section 502 of the Bankruptcy Code.

7. DIP Superpriority Claims. Pursuant to sections 364(c)(1), 503, and 507 of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against each of the Debtors (other than the P&A Borrowers) (the "DIP

Superpriority Claims") with priority over any and all administrative expenses of the Debtors (including administrative expenses constituting Adequate Protection), whether heretofore or hereafter incurred, subject and subordinate only to the Carve-Out; provided, however, the DIP Superpriority Claims may not be paid out of the proceeds or property recovered, unencumbered or otherwise the subject of successful claims and causes of action under Chapter 5 of the Bankruptcy Code and similar laws, whether by judgment, settlement, or otherwise (collectively, the "Avoidance Actions" and any proceeds thereof and property received thereby, the "Avoidance Action Proceeds").

8. DIP Liens. As security for the repayment of the DIP Obligations, pursuant to sections 364(c)(2), (c)(3), and (d) of the Bankruptcy Code, the DIP Agent, on behalf of the DIP Lenders, is hereby granted: (i) pursuant to section 364(c)(2) of the Bankruptcy Code, a first priority security interest and lien on all tangible and intangible unencumbered assets of the Debtors (other than the P&A Borrowers) now owned or hereafter acquired (but excluding the Avoidance Actions and the Avoidance Action Proceeds); (ii) pursuant to section 364(d) of the Bankruptcy Code, a security interest and lien with respect to the Primed Collateral senior to the Cortland Liens and the Manchester Securities Liens; and (iii) pursuant to section 364(c)(3) of the Bankruptcy Code, a junior security interest and lien on any other tangible or intangible encumbered assets of the Debtors (other than the P&A Borrowers) now owned or hereafter acquired (the liens and security interests identified in subsections (i)-(iii) with respect to the DIP Obligations, collectively, the "DIP Liens" and the collateral with respect to which such DIP Liens attach, collectively, the "DIP Collateral"). Other than as set forth above, the DIP Liens shall be subject and subordinate to the Carve-Out. Notwithstanding anything contained herein or in the DIP Credit Agreement to the contrary, the DIP Liens shall include a pledge of the equity

interests in Yuma, Inc., J & J Project LLC, Relativity Fashion, LLC, the P&A Borrowers, RML Acquisitions VI, LLC, and Left Behind Acquisitions, LLC (collectively, the "Excluded Borrowers"); provided, however, that nothing in the Interim Order, the Second Interim Order or this Final Order shall grant liens on the assets of such Debtors or DIP Superpriority Claims or Bankruptcy Code section 503(b)(1) administrative expense claims or Cortland Administrative Expense Claims or Manchester Securities Administrative Expense Claims against the Excluded Borrowers, and, except with respect to RKA Entities,[4] the Excluded Borrowers shall not incur any additional indebtedness or permit any further encumbrances on their assets; provided, however, that nothing herein shall be deemed to modify, supplement or amend, and any such borrowings and/or liens shall at all times remain subject to, the Prepetition Priority Agreements.

(a) Upon entry of this Final Order, whether or not the DIP Secured Parties take any action to validate, perfect, or confirm perfection, the DIP Liens shall be deemed valid, perfected, allowed, enforceable, nonavoidable, and not subject to challenge, dispute, avoidance, impairment, or subordination (other than with respect to the Carve-Out or as set forth in this Final Order), at the time and as of the date of entry of this Final Order.

(b) The DIP Secured Parties are hereby authorized, but not required, to file or record, in any jurisdiction, financing statements, intellectual property filings, mortgages, deeds of trust, notices of lien or similar instruments, or take any other action in order to validate and perfect the DIP Liens. Upon the request of the DIP Agent, the Debtors, without any further consent of any party, are authorized and directed to take, execute, and deliver such instruments (in each case without representation or warranty of any kind except as set forth in the DIP

[4] The "RKA Entities" include the following entities: (i) RML Lazarus Films, LLC; (ii) Armored Car Productions, LLC; (iii) RML Somnia Films, LLC; (iv) DR Productions, LLC; and (v) RML Kidnap Films, LLC.

Facility Documents) to enable the DIP Agent or DIP Lenders to validate, perfect, preserve, and enforce the DIP Liens consistent with the terms of this Final Order. A certified copy of this Final Order may be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, deeds of trust, notices of lien or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Final Order for filing and recording.

(c) The Debtors are authorized and directed to, as soon as reasonably practicable following entry of this Final Order, add the DIP Secured Parties as additional insureds and loss payees on each insurance policy maintained by the Debtors which in any way relates to the DIP Collateral and shall, subject to the terms of this Final Order, distribute any proceeds recovered or received in accordance with the terms of this Final Order and the other DIP Facility Documents.

(d) So long as any of the DIP Obligations remain outstanding and have not been indefeasibly paid in full in cash, the Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral, except as permitted by this Final Order, the DIP Facility Documents, as applicable, or as otherwise authorized by the Bankruptcy Court. All proceeds of DIP Collateral, shall be applied to the DIP Obligations and paid to the DIP Lenders in accordance this Final Order and the DIP Facility Documents.

9. DIP Loan Escrow Account.

(a) Any and all DIP Loans drawn under the DIP Facility shall be deposited into an escrow account maintained in the name of the DIP Agent at a financial institution that is selected by the Required Lenders (as defined in the DIP Credit Agreement) subject to the prior approval of the DIP Agent (which approval shall not be unreasonably

withheld) (the "DIP Loan Escrow Account") pursuant to escrow arrangements (the "DIP Loan Escrow Arrangements") on terms and conditions reasonably acceptable to the Required Lenders, the DIP Agent, and the DIP Borrowers. Disbursements from the DIP Loan Escrow Account shall be made in accordance with the DIP Loan Escrow Arrangements, the Budget, the DIP Credit Agreement, and this Final Order. The DIP Loan Escrow Account, such funds not being property of the Debtors' estates, may be held at a bank that is not among the authorized depositories identified by the United States Trustee.

(b) Without requiring further authority of the Bankruptcy Court, the DIP Agent shall have the right to disburse from the DIP Loan Escrow Account and pay any interest, fees, and expenses that constitute DIP Obligations pursuant to and in accordance with the DIP Facility Documents and this Final Order. Upon the occurrence of the "Final Maturity Date" (as defined in the DIP Credit Agreement), all proceeds remaining in the DIP Loan Escrow Account shall be applied by the DIP Agent to repay the DIP Obligations in accordance with the DIP Credit Agreement.

10. Carve-Out. Subject to the terms and conditions contained in this paragraph, the DIP Liens, DIP Superpriority Claims, and the Adequate Protection shall be subject to the following: (i) unpaid fees of the Clerk of the Bankruptcy Court and the U.S. Trustee pursuant to 28 U.S.C. § 1930(a) and 31 U.S.C § 3717; (ii) all reasonable fees and expenses incurred by a trustee under section 726(b) of the Bankruptcy Code in an amount not to exceed $100,000; (iii) fees and expenses for any professional retained pursuant to sections 327, 328, or 1103 of the Bankruptcy Code of the Debtors and any Committee appointed in the Chapter 11 Cases (the "Professional Fees") incurred at any time on or prior to the calendar day immediately prior to the date of the delivery of a Carve-Out Notice (as defined below) to the extent such Professional

Fees are consistent with the Budget and allowed by the Bankruptcy Court at any time, whether by interim order, procedural order, or otherwise; and (iv) Professional Fees incurred subsequent to the calendar day immediately following the date of delivery of the Carve-Out Notice in an aggregate amount not to exceed $1,500,000, to the extent such Professional Fees are consistent with the Budget and such professional and allowed by the Bankruptcy Court at any time, whether by interim order, procedural order or otherwise (the fees and expenses described in subsections (i)-(iv) and solely for the benefit of the professionals referenced therein, collectively, the "Carve-Out"). The foregoing shall not affect the right of the Debtors, the DIP Secured Parties, the Committee, the U.S. Trustee, or other parties in interest to object to the allowance and payment of any amounts covered by the Carve-Out. Payment of any portion of the Carve-Out shall not, and shall not be deemed to, (A) reduce any of the DIP Obligations or the Prepetition Obligations owed by the Debtors or (B) subordinate, modify, alter, or otherwise affect any of the DIP Liens or the Prepetition Liens. The "Carve-Out Notice" shall mean either the Event of Default Notice (as defined below) or such written notice provided by the DIP Agent to the Debtors that an "Event of Default" (as defined in the DIP Credit Agreement) has occurred and is continuing under the DIP Facility, which notice may be delivered only after the occurrence and during the continuation of an Event of Default under the DIP Facility, after giving effect to any applicable grace periods.

11. Limitation on Surcharging the Collateral, Waiver of Equities of the Case, and Marshalling.

(a) With the exception of the Carve-Out, neither the DIP Collateral nor the Cortland Collateral shall be subject to surcharge by the Debtors or any other party in interest pursuant to sections 105 and 506(c) of the Bankruptcy Code or otherwise without the

prior written consent of the secured party whose collateral would be impacted and no such consent shall be implied from any other action, inaction or acquiescence by such parties in this proceeding, including, without limitation, the DIP Secured Parties' funding of the Debtors' ongoing operations.

(b) The "equities of the case" exception set forth in section 552(b) of the Bankruptcy Code shall be deemed waived by the Debtors and all parties in interest, including the Committee, with respect to the Cortland Parties and the Cortland Collateral and to Manchester Securities and the Manchester Securities Collateral.

(c) None of the DIP Secured Parties nor the Cortland Parties shall be subject to the equitable doctrine of "marshalling" or any similar doctrine with respect to the DIP Collateral or the Cortland Collateral, as applicable.

(d) The DIP Agent and the DIP Lenders shall have the right to object to the Debtors' acceptance of any bid or collection of bids in the 363 Sale which would have Net Cash Proceeds (each, as defined in the DIP Credit Agreement) less than the amount necessary to repay the DIP Obligations in full on the date such 363 Sale is consummated.

12. Adequate Protection. As adequate protection, the Cortland Parties and Manchester Securities are hereby granted the following (collectively, "Adequate Protection"):

(i) *Adequate Protection Liens for Cortland Parties*. As security for the payment of the Cortland Adequate Protection Obligations in respect of the diminution, if any, of the Cortland Parties' interests in the Cortland Collateral, including for any use of the Cortland Collateral constituting Cash Collateral, the Cortland Agent, on behalf of itself and the Cortland Lenders, is granted a valid and perfected replacement security interest and lien (the "Cortland Adequate Protection Liens") in the DIP Collateral, which shall rank junior in

priority to the Carve-Out and the DIP Liens thereon. Upon entry of this Final Order, whether or not the Cortland Agent takes any action to validate, perfect, or confirm perfection, the Cortland Adequate Protection Liens shall be deemed valid, perfected, allowed, enforceable, nonavoidable, and not subject to challenge, dispute, avoidance, impairment, or subordination (other than as set forth in this Final Order and as provided in the Prepetition Priority Agreements), at the time and as of the date of entry of this Final Order. The Cortland Agent is hereby authorized, but not required, to file or record, in any jurisdiction, financing statements, intellectual property filings, mortgages, deeds of trust, notices of lien or similar instruments, or take any other action in order to validate and perfect the Cortland Adequate Protection Liens. Upon the request of the Cortland Agent, the Debtors, without any further consent of any party, are authorized and directed to take, execute, and deliver such instruments to enable the Cortland Agent to validate, perfect, preserve, and enforce the Cortland Adequate Protection Liens consistent with the terms of this Final Order. A certified copy of this Final Order may be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, deeds of trust, notices of lien or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Final Order for filing and recording.

(ii) *Administrative Expense Claim for Cortland Parties*. As security for the payment of the Cortland Adequate Protection Obligations, the Cortland Agent, on behalf of itself and the Cortland Lenders, is hereby granted an allowed administrative expense claim against the Debtors (other than the P&A Borrowers) (the "Cortland Administrative Expense Claim") under section 507(b) of the Bankruptcy Code, with priority in payment over any and all administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, subject and subordinate only to the DIP Superpriority Claims and the

Carve-Out, provided, however, that the Cortland Parties shall not receive or retain any payments, property, or other amounts in respect of the Cortland Administrative Expense Claim unless and until the indefeasible payment in full in cash of all DIP Obligations pursuant to the DIP Credit Agreement.

(iii) *Adequate Protection Payments to the Cortland Parties*. As additional adequate protection, the Cortland Parties shall be entitled to and the Debtors are directed to timely pay subject to Paragraph 20 below, the fees and expenses incurred by the Cortland Parties under the terms of the Cortland Documents including the fees and expenses (whether incurred before or after the Petition Date) of (i) counsel for the Cortland Agent, (ii) counsel for the Cortland Lenders, and (iii) one or more financial advisors and/or consultants for each of the Cortland Agent and the Cortland Lenders.

(iv) *Adequate Protection Lien for Manchester Securities*. As security for the payment of the Manchester Securities Adequate Protection Obligations in respect of the diminution, if any, of Manchester Securities' interests in the Manchester Securities Collateral, including for any use of the Manchester Securities Collateral constituting Cash Collateral, Manchester Securities is granted a valid and perfected replacement security interest and lien (the "Manchester Securities Adequate Protection Lien") in the DIP Collateral, which shall rank junior in priority to the Carve-Out, the DIP Liens, the Cortland Adequate Protection Liens, and the Cortland Liens thereon. Upon entry of this Final Order, whether or not Manchester Securities takes any action to validate, perfect, or confirm perfection, the Manchester Securities Adequate Protection Lien shall be deemed valid, perfected, allowed, enforceable, nonavoidable, and not subject to challenge, dispute, avoidance, impairment, or subordination (other than as set forth in this Final Order and as provided in the Prepetition Priority

Agreements), at the time and as of the date of entry of this Final Order. Manchester Securities is hereby authorized, but not required, to file or record, in any jurisdiction, financing statements, intellectual property filings, mortgages, deeds of trust, notices of lien or similar instruments, or take any other action in order to validate and perfect the Manchester Securities Adequate Protection Lien. Upon the request of Manchester Securities, the Debtors, without any further consent of any party, are authorized and directed to take, execute, and deliver such instruments to enable Manchester Securities to validate, perfect, preserve, and enforce the Manchester Securities Adequate Protection Lien consistent with the terms of this Final Order. A certified copy of this Final Order may be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, deeds of trust, notices of lien or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Final Order for filing and recording.

(v) *Administrative Expense Claim for Manchester Securities*. As security for the payment of the Manchester Securities Adequate Protection Obligations, Manchester Securities is hereby granted an allowed administrative expense claim against the Debtors (other than the P&A Borrowers) (the "Manchester Securities Administrative Expense Claim") under section 507(b) of the Bankruptcy Code, with priority in payment over any and all administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, subject and subordinate only to the DIP Superpriority Claims, the Carve-Out, and the Cortland Administrative Expense Claim, provided, however, that Manchester Securities shall not receive or retain any payments, property, or other amounts in respect of the Manchester Securities Administrative Expense Claim unless and until the indefeasible payment in full in cash of all DIP Obligations pursuant to the DIP Credit Agreement and the Cortland Obligations

under the Cortland Financing Agreement. Manchester Securities will not object to (and will consent to) a plan of reorganization that is accepted by the requisite affirmative vote of all classes composed of the secured claims of Senior Agents and the Senior Creditors (each, as defined in the Subordination Agreement) based upon the failure of such plan of reorganization to pay Manchester Securities' superpriority or other administrative expense claims in full in accordance with Section 1129(a)(9)(A) of the Bankruptcy Code.

13. Adequate Protection of Vine/Verite Parties. As Adequate Protection for the Vine/Verite Parties, the Debtors shall promptly direct Fintage Collection Account Management B.V. to distribute cash flows in accordance with the terms of the Collection Account Management Agreements for the Vine/Verite Parties (the "Fintage Cash Flows"). Pending receipt of the Fintage Cash Flows, and until November 1, 2015 (the "Standstill Period"), the Vine/Verite Parties agree to standstill from exercising rights or remedies with respect to the Vine/Verite Obligations, including relief from the automatic stay under section 362 of the Bankruptcy Code; provided, however, that the Vine/Verite Parties' agreement during the Standstill Period is without prejudice to its right post-Standstill Period to seek any relief from the Court or otherwise, and the mere passage of time that elapses as a result of the Standstill Period will not be used by any of the Parties if the Vine/Verite Parties seek relief from the Court post-Standstill Period.

14. Continued Paydown of Certain Prepetition Secured Parties. In each case solely in accordance with the terms of the relevant Prepetition Documents, the Production Parties shall be entitled to collect and receive Non-Primed Permitted Payments (as defined in the DIP Facility Documents) in reduction of the outstanding Production Obligations, and the P&A Parties shall receive Non-Primed Permitted Payments in reduction of the outstanding P&A Obligations

without the need for further orders of the Bankruptcy Court. For the avoidance of doubt, no proceeds of the DIP Loans or the Cortland Collateral (to the extent of the interests of the Cortland Parties in the Cortland Collateral) shall be used to reduce the outstanding Production Obligations or the P&A Obligations.

15. Viacom Lien. Notwithstanding anything to the contrary in the Motion, the DIP Credit Agreement or this Final Order, any security interests and liens granted under this Final Order or in the DIP Credit Agreement to the DIP Agent, on behalf of the DIP Lenders, in assets in which Viacom claims a lien or security interest shall be junior to the Viacom Lien, to the extent the Viacom Lien is a valid and perfected security interest in such assets.

16. Technicolor Liens. Notwithstanding anything to the contrary in the Motion, the DIP Credit Agreement, or this Final Order, the Technicolor Lien, to the extent it is a valid perfected first priority possessory security interest in certain assets of the Debtors, is not primed by any lien or other interest (including the DIP Liens, the Cortland Adequate Protection Liens, and the Manchester Securities Adequate Protection Lien) granted by, or in connection with, the DIP Credit Agreement or this Final Order. Rights to adequate protection in connection with the Technicolor Lien are unaffected by this Final Order.

17. Guild Liens. Notwithstanding anything to the contrary in the Motion, the DIP Credit Agreement, or this Final Order, perfected senior liens of the motion picture guilds, as described in Recitation H(viii), *supra*, are not primed, and in many instances may be the senior liens with respect to motion picture collateral. Rights to adequate protection in connection with the Guild Liens are unaffected by this Final Order, the Guild Liens shall be deemed "Permitted Liens" in the DIP Credit Agreement, and payments of residuals pursuant to the *Debtors' Motion For Interim And Final Orders Authorizing Payment Of Prepetition Residuals And Participations*

In The Ordinary Course Of Business are not precluded by the Motion, the DIP Credit Agreement, or this Final Order. Nothing in this Final Order shall authorize the use of cash collateral that constitutes collateral under each Guild Lien.

18. Europa Corp. Notwithstanding anything to the contrary in this Final Order, the Interim Orders, the DIP Facility Documents, or any other orders of this Court entered in these Chapter 11 Cases, (i) the motion picture currently titled "The Transporter Refueled" and any other motion picture designated by EuropaCorp Films USA, Inc. or any of its affiliates (collectively, "EC") as an "EC Picture" pursuant to that certain Limited Liability Company Agreement of Relativity EuropaCorp Distribution, LLC dated as of February 20, 2014, as amended as of the date hereof (each an "EC Picture"), it being understood, for the avoidance of doubt, that the motion pictures titled Three Days to Kill, Brick Mansions and The Family shall not constitute EC Pictures, and (ii) all of the proceeds derived from an EC Picture and all rights of payment and proceeds thereof from any source, including, but not limited to, Netflix, Inc., in respect of an EC Picture (collectively, the "EC Proceeds"), regardless of whether the EC Proceeds are held in accounts in the name of, or controlled by, any of the Debtors or other third parties, shall not constitute property of any Debtor or the estate of any Debtor, shall not constitute DIP Collateral or Collateral (as defined in the DIP Credit Agreement), and shall not be subject to any DIP Liens or Liens (as defined in the DIP Credit Agreement) of the DIP Secured Parties. In the event that any EC Proceeds, from any source, are received into any account other than an account owned and designated by EC (the "EC Account"), such funds shall be held in trust for EC and immediately transferred into the EC Account for the benefit of EC (and shall not be deemed to be commingled with, or the property of, any other party while in any other

account). The foregoing shall be binding on any successor to or assignee of (if any) any Debtor or affiliate of any Debtor.

19. Left Behind. Notwithstanding anything to the contrary in this Final Order, the Interim Orders or the DIP Facility Documents, all rights of Ollawood Productions, LLC and Left Behind Investments, LLC with respect to cash flows associated with the film Left Behind are hereby reserved.

20. Procedures for Invoices. The professionals retained by the Cortland Parties requesting payment from the Debtors pursuant to this Final Order shall comply with the following procedures. The professional must submit an invoice (redacted or summarized for privilege purposes) containing a summary of the work performed and the expenses incurred (which for the avoidance of doubt shall not be required to contain time entries) to (i) counsel to the Debtors, (ii) counsel to the Committee, and (iii) the U.S. Trustee, each of whom shall have ten (10) business days following receipt of such invoice to object to the invoice in question by providing a written notice setting forth the basis for the objection to the counsel to the Debtors and to the professional whose invoice is being challenged. If no timely objection shall have been received in accordance herewith, the Debtors shall pay such invoice within twelve (12) business days after such professional has delivered such invoice to the Debtors. If an objection to a professional's invoice is timely received in accordance herewith, the Debtors shall only be required to pay the undisputed amount of the invoice and the Bankruptcy Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the dispute consensually.

21. Automatic Stay.

(a) Without requiring further order from the Bankruptcy Court, the automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to permit the DIP Secured Parties to exercise, upon the occurrence and during the continuance of any Event of Default (as defined in the DIP Credit Agreement), all rights and remedies provided for in the DIP Facility Documents (including, without limitation and without prior notice, the right to freeze monies or balances or set off monies or balances in the DIP Loan Escrow Account, the right to charge default rate of interest and to terminate commitments under the DIP Facility), pursuant to and subject to the terms and conditions set forth therein and in this Final Order; provided, however, that prior to the exercise of any remedies against the DIP Collateral (other than those specifically set forth immediately above), the DIP Agent shall be required to provide five (5) business days prior written notice of the occurrence of an Event of Default and its intent to exercise rights under the DIP Facility Documents (such notice, the "Event of Default Notice") to the Debtors, counsel to the Debtors, counsel to the DIP Lenders, counsel to the Committee, counsel to the Cortland Agent, and the U.S. Trustee. After the DIP Agent has sent the Event of Default Notice, any obligation otherwise imposed on the DIP Secured Parties to provide any loans or advances under the DIP Facility shall be immediately suspended, unless otherwise ordered by the Court. Notwithstanding the occurrence of an Event of Default, the Final Maturity Date, and/or termination of the commitments under the DIP Credit Agreement, all of the rights, remedies, benefits, and protections provided to the DIP Secured Parties under the DIP Facility Documents and this Final Order shall survive. Upon receiving the Event of Default Notice, the Debtors, the Committee, and the U.S. Trustee shall be entitled to seek an expedited hearing with the Bankruptcy Court where the only issue that may be raised by such parties is to determine whether an Event of Default has occurred and is continuing under the

DIP Credit Agreement, and such parties shall not seek relief, including, without limitation, under section 105 of the Bankruptcy Code, to the extent such relief would in any way impair or restrict rights and remedies of the DIP Secured Parties set forth in the DIP Orders or the DIP Facility Documents, as applicable.

(b) If none of the Debtors, the Committee, or the U.S. Trustee contests the occurrence of an Event of Default within five (5) business days of receiving the Event of Default Notice as provided in the above Paragraph, or if the Bankruptcy Court rules against such party in such contest, the automatic stay under section 362 of the Bankruptcy Code shall be deemed to be lifted and the DIP Secured Parties shall be entitled to exercise all remedies set forth in, and in accordance with, the DIP Facility Documents.

(c) Notwithstanding anything contained in the DIP Credit Agreement to the contrary, the Debtors' failure to comply with the covenants set forth in Sections 8.02 and 8.03 of the DIP Credit Agreement shall not constitute an Event of Default; provided, however, that it shall be an Event of Default under the DIP Credit Agreement if (i) the Debtors, in the case of a 363 Sale, do not commence the auction on or before October 1, 2015, (ii) the Bankruptcy Court does not commence the 363 Sale Hearing (as defined in the DIP Credit Agreement) on or before October 5, 2015, (iii) the Bankruptcy Court does not enter the 363 Sale Order (as defined in the DIP Credit Agreement) on or before the day after the conclusion of the 363 Sale Hearing, (iv) the 363 Sale Order does not become a "final" order on or before the fourteenth (14th) day after the 363 Sale Order is entered, or (v) the closing of the 363 Sale does not occur on or before the fifteenth (15th) day after the conclusion of the 363 Sale Hearing.

(d) Notwithstanding anything contained in the DIP Credit Agreement to the contrary, it shall be an Event of Default under the DIP Credit Agreement if the Debtors

permit the Excluded Borrowers to incur additional debt or seek to encumber the assets of the Excluded Borrowers; provided, however, that the RKA Entities may incur additional debt or encumber their assets; provided further, however that nothing herein shall be deemed to modify, supplement or amend, and any such borrowings and/or liens shall at all times remain subject to, the Prepetition Priority Agreements. Absent the written consent of the DIP Lenders, the DIP Borrowers have no ability to invest in, make payments to or otherwise for the benefit of, or use any of the proceeds of the DIP Facility to fund any expense or liability of, any of the Excluded Borrowers.

(e) The definition of "Final Maturity Date" in the DIP Credit Agreement shall be amended to read in its entirety as follows: "the date which is the earliest of (i) the date that is 30 days after the date of entry of the Interim Order, if the Final Order has not been entered by the Bankruptcy Court on or prior to such date, (ii) the date that is fifteen (15) days after the conclusion of the 363 Sale Hearing, (iii) the earlier of the effective date and the date of the substantial consummation (as defined in Section 1101(2) of the Bankruptcy Code), in each case, of (if any) a plan of reorganization or a plan of liquidation, (iv) the consummation of a sale of all or substantially all of the Loan Parties' assets whether pursuant to the 363 Sale or otherwise, (v) the date the Bankruptcy Court orders the conversion of the Chapter 11 Cases of any of the Debtors to a Chapter 7 liquidation and (vi) such earlier date on which all Loans and other Obligations for the payment of money shall become due and payable in accordance with the terms of this Agreement and the other Loan Documents."

22. Credit Bid.

(a) Subject to the terms of the DIP Facility Documents and in accordance with their respective rights thereunder, the DIP Secured Parties or their assignees,

designees, or successors shall be permitted to credit bid some or all of the outstanding DIP Obligations (to the extent of the value of their secured interest) as consideration in any sale of the DIP Collateral (or any part thereof), without the need for further order of the Bankruptcy Court, and regardless of whether that sale is effectuated through section 363 or 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise.

(b) Subject to the indefeasible satisfaction and discharge in full of all DIP Obligations and the termination of the commitments under the DIP Credit Agreement, the Cortland Parties or their assignees, designees, or successors may credit bid some or all of the outstanding Cortland Obligations (to the extent of the value of the Cortland Parties' secured interest) as consideration in any sale of the assets or property of the Debtors (or any part thereof), to the extent such assets or property is Cortland Collateral or secured by Cortland Adequate Protection Liens, without the need for further order of the Bankruptcy Court, and regardless of whether that sale is effectuated through section 363 or 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise. For the avoidance of doubt, all DIP Obligations must be indefeasibly satisfied in full, and the commitments thereunder terminated, at or prior to the closing of any sale in which the Cortland Obligations is credit bid as any portion of the consideration paid in respect of such sale, without prejudice to the DIP Secured Parties' right to make a competing credit bid of up to the full amount of the DIP Obligations in any sale in which all or any part of the Cortland Obligations is credit bid.

(c) Nothing in this Final Order, the Second Interim Order the Interim Order shall affect the credit bid rights of the Vine/Verite Parties and the Vine/Verite Parties or their assignees, designees, or successors to credit bid some or all of the outstanding Vine/Verite Obligations as consideration in any sale of the assets or property of the Debtors (or any part

thereof), to the extent such assets or property is Vine/Verite Collateral, without the need for further order of the Bankruptcy Court, and regardless of whether that sale is effectuated through section 363 or 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise.

(d) Nothing in this Final Order, the Second Interim Order or the Interim Order shall affect the credit bid rights of any party to the extent of its security interest or otherwise alter, amend, modify or supersede the terms of any Prepetition Priority Agreement with respect to the rights and obligations of any party thereunder in connection with any credit bid. For the avoidance of doubt, nothing in this Final Order shall be deemed to supersede the provisions of any other order regarding the rights of any secured party with respect to any sale of such secured party's collateral.

23. For the sake of clarity, in the definition of Permitted Payments in the DIP Credit Agreement, the words "principal claim" shall be deemed substituted with the words "Production Obligations."

24. Notwithstanding anything to the contrary in this Final Order, the DIP Credit Agreement or otherwise, with respect to the Debtors' real property leases with Maple Plaza, L.P. and Beverly Place, L.P. (i) no DIP Liens, Cortland Adequate Protection Liens, or Manchester Securities Adequate Protection Lien shall be placed directly on those leases, but instead, such liens shall extend only to the proceeds of those leases, and (ii) access to the premises subject to those leases shall be limited to (a) existing rights under applicable non-bankruptcy law, (b) consent of the applicable landlord in writing, and (c) such other access rights as the Bankruptcy Court may grant pursuant to a subsequently filed motion where affected landlords are provided notice and the opportunity to object.

25. Modification of the DIP Facility Documents. The DIP Facility Documents may be modified or amended without further order of the Bankruptcy Court so long as such modification or amendment complies with, and is effectuated in accordance with, the DIP Credit Agreement; provided, however, that notice of any material modification or amendment (including any waiver of any Event of Default) shall be permitted only pursuant to an order of the Bankruptcy Court, which order may be sought on an expedited basis.

26. Modification of Automatic Stay. The automatic stay imposed under Bankruptcy Code section 362 is hereby modified and lifted to the extent necessary to effectuate the terms of this Final Order and the DIP Facility Documents.

27. Binding Effect. The provisions of this Final Order shall be binding upon and inure to the benefit of the DIP Secured Parties, the Cortland Parties, the Debtors, and each of the foregoing parties' respective successors and assigns, including any trustee hereafter appointed for the estate of any of the Debtors, whether in these Chapter 11 Cases or in the event of the conversion of any of the Chapter 11 Cases to a liquidation under chapter 7 of the Bankruptcy Code. Such binding effect is an integral part of this Final Order.

28. Amendment to DIP Credit Agreement. This Final Order shall amend and supersede the DIP Credit Agreement to authorize the Debtors to increase the size of the DIP Facility from $45,000,000 to $49,500,000, subject to the terms and conditions set forth in this Final Order and the DIP Credit Agreement.

29. Survival. The provisions of this Final Order and any actions taken pursuant hereto shall survive (x) the entry of any order (a) confirming any plan of reorganization or liquidation in any of the Chapter 11 Cases (and, to the extent not satisfied in full, in cash, the DIP Obligations shall not be discharged by the entry of any such order, or pursuant to section

1141(d)(4) of the Bankruptcy Code, each of the Debtors having hereby waived such discharge), (b) converting any of the Chapter 11 Cases to a chapter 7 case, or (c) dismissing any of the Chapter 11 Cases, and (y) the repayment or refinancing of the DIP Obligations. Unless otherwise provided in the DIP Facility Documents, the DIP Liens, DIP Superpriority Claims, the Cortland Liens, and the Adequate Protection shall continue in full force and effect notwithstanding the entry of any such order, and such claims and liens shall maintain their priority as provided by this Final Order, the DIP Facility Documents, and the Prepetition Documents to the maximum extent permitted by law until all of the DIP Obligations and the Cortland Obligations are indefeasibly paid in full, in cash, and discharged.

30. Access to the Debtors. In accordance with the provisions of access in the DIP Facility Documents, the Debtors shall (a) permit any representatives, agents, and/or employees of the DIP Agent and their respective professionals to have reasonable access to their premises and records during normal business hours (without unreasonable interference with the proper operation of the Debtors' businesses); and (b) cooperate, consult with, and provide to such representatives, agents, and/or employees all such information, documents, and records as they may reasonably request.

31. No Third Party Rights. Except as explicitly provided for herein, this Final Order does not create any rights for the benefit of any party, creditor, equity holder, or other entity other than the DIP Agent, the DIP Lenders, the Cortland Parties, and the Debtors, and their respective successors and assigns.

32. Subsequent Reversal. If any or all of the provisions of this Final Order or the DIP Facility Documents are hereafter modified, vacated, amended, or stayed by subsequent order of the Bankruptcy Court or any other court: (a) such modification, vacatur, amendment, or stay

shall not affect the validity of the DIP Obligations, the Cortland Adequate Protection Obligations, or the Manchester Securities Adequate Protection Obligations or the validity, enforceability, or priority of the DIP Liens, DIP Superpriority Claims, and the Adequate Protection or other protections authorized or created by this Final Order or the DIP Facility Documents; and (b) the DIP Obligations, the Cortland Adequate Protection Obligations, and the Manchester Securities Adequate Protection Obligations shall continue to be governed in all respects by the original provisions of this Final Order and the DIP Facility Documents, and the validity of any obligations, security interests, liens, or other protections described in this Paragraph shall be protected by section 364(e) of the Bankruptcy Code. For the avoidance of doubt, nothing in the First Interim Order or the Second Interim Order shall be deemed to have amended, modified, or superseded the terms of any Prepetition Priority Agreements, and the rights of the DIP Lenders pursuant to such Interim Orders are hereby made expressly subject to the provisions of this Final Order regarding the Prepetition Collateral and the Prepetition Priority Agreements.

33. Effect of Dismissal of the Chapter 11 Cases. If the Chapter 11 Cases are dismissed, converted, or substantively consolidated, then neither the entry of this Final Order nor the dismissal, conversion, or substantive consolidation of these Chapter 11 Cases shall affect the rights of the DIP Secured Parties and the Cortland Parties and Manchester Securities (as to Adequate Protection) under their respective documents or this Final Order, and all of the respective rights and remedies thereunder of the DIP Secured Parties and the Cortland Parties and Manchester Securities (as to Adequate Protection) shall remain in full force and effect as if the Chapter 11 Cases had not been dismissed, converted, or substantively consolidated. Notwithstanding the entry of an order dismissing any of the Chapter 11 Cases at any time, (a) the

DIP Liens and the DIP Superpriority Claims granted to and conferred pursuant to this Final Order and the DIP Facility Documents shall continue in full force and effect and shall maintain their priorities as provided in this Final Order until all DIP Obligations shall have been paid and satisfied in full; (b) the Adequate Protection granted to and conferred upon the Cortland Parties and Manchester Securities herein shall continue in full force and effect and shall maintain their priorities as provided in this Final Order until the Cortland Adequate Protection Obligations and Manchester Securities Adequate Protection Obligations, respectively, have been satisfied; and (c) the Bankruptcy Court shall retain jurisdiction, notwithstanding such dismissal, for the purpose of enforcing the DIP Liens, the DIP Superpriority Claims, the Cortland Adequate Protection Liens, and Manchester Securities Adequate Protection Lien granted in this Final Order and the DIP Transaction Documents.

34. Stipulations Binding. Subject to terms of this Final Order, the stipulations and admissions contained in this Final Order, including, without limitation, in Paragraph I of this Final Order, shall be binding on the Debtors' estates and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors) and all parties in interest, including, without limitation, any Committee, unless such Committee or any other party in interest, in each case, with requisite standing granted by the Bankruptcy Court has timely commenced a contested matter or adversary proceeding (a "Challenge") (a) challenging the amount, validity, or enforceability of the Cortland Obligations, (b) challenging the perfection or priority of the Cortland Liens, (c) challenging the existence of any DIP Collateral, or (d) otherwise asserting any objections, claims, or causes of action (including, without limitation, any actions for preferences, fraudulent conveyances, or other avoidance power claims) against the Cortland Parties relating to the Cortland Liens, the Cortland

Obligations, or the Cortland Documents no later than September 27, 2015 at 11:59 p.m. (prevailing Eastern Time). If no such Challenge is timely commenced as of such dates then, without further order of the Bankruptcy Court, to the extent not theretofore indefeasibly repaid, satisfied, or discharged, as applicable, the claims, liens, and security interests of the Cortland Parties shall, without further order of the Bankruptcy Court, be deemed to be finally allowed for all purposes in the Chapter 11 Cases and any subsequent Chapter 7 cases and shall not be subject to challenge or objection by any party in interest as to validity, priority, amount or otherwise. Notwithstanding anything to the contrary herein (other than as set forth in Paragraph I), if no Challenge is timely commenced and sustained, the stipulations contained in Paragraph I of this Final Order shall be binding on the Debtors' estates, any Committee, and all parties in interest. If any such Challenge is timely commenced and/or sustained, the stipulations contained in Paragraph I shall nonetheless remain binding on the Debtors' estates, any Committee, and all parties in interest (other than as set forth in Paragraph I), except to the extent that such stipulations were expressly challenged in such Challenge. The Committee shall have standing and the requisite authority to pursue any Challenges. Nothing in this Final Order vests or confers on any Person (as defined in the Bankruptcy Code), other than the Committee with regards to a Challenge, with such standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation, any Challenges. For the avoidance of doubt, as to the Debtors, all Challenges are hereby irrevocably waived and relinquished as of the Petition Date.

35. Notwithstanding anything in the DIP Orders or the DIP Facility Documents to the contrary: (a) none of the P&A Borrowers shall grant or be subject to any DIP Liens, DIP Superpriority Claims, Cortland Adequate Protection Liens, the Cortland Administrative Expense

Claim, the Manchester Securities Adequate Protection Lien, or the Manchester Securities Administrative Expense Claim and, for the avoidance of doubt, no Avoidance Actions or Avoidance Action Proceeds of the P&A Borrowers shall be available to or encumbered by any of the foregoing, provided that the equity interests of the P&A Borrowers shall constitute DIP Collateral; (b) any provisions in the DIP Facility Documents that limit or restrict (i) the incurrence of additional secured indebtedness (including superiority debtor-in-possession secured indebtedness), (ii) the sale or disposition of assets or property (or distribution of proceeds thereof), or (iii) any relief or modification of the automatic stay (including, without limitation, as set forth in Sections 7.01, 7.02, 8.04, and 9.01 of the DIP Credit Agreement), shall not apply to the P&A Borrowers, and the DIP Agent and DIP Lenders agree that no such events or provisions shall constitute an Event of Default under the DIP Facility; (c) Section 8.04 of the DIP Credit Agreement is amended, solely with respect to the P&A Borrowers, to provide that upon consummation of the 363 Sale including the P&A Collateral, the P&A Liens shall attach to the proceeds of the P&A Collateral, the Production Liens shall attach to the proceeds of the Production Collateral, and such proceeds shall be disbursed pursuant to further order of this Court; (d) for the avoidance of doubt, the Debtors' releases included in Paragraph I(iv) of this Final Order apply solely to the Debtors' claims and causes of action and not the independent, non-derivative claims or causes of action of any other party, and shall not constitute res judicata or collateral estoppel with respect to any independent, non-derivative claims or causes of action RKA, MIUS, the A&R Parties or the DR Parties may have; and (e) any and all rights and claims of RKA under the Third Amended and Restated Intercreditor and Subordination Agreement, dated as of June 30, 2014, between the P&A Agent and the Cortland Agent, or any other applicable intercreditor agreement, and any and all rights and claims of the A & R Parties and the

DR Parties under the applicable Prepetition Priority Agreements, are reserved and shall not be affected by the DIP Orders.

36. Proofs of Claim. Notwithstanding any order entered by the Bankruptcy Court in relation to the establishment of a bar date in any of the Chapter 11 Cases or in any other proceedings superseding or related to any of the Chapter 11 Cases (collectively, the "Successor Cases") to the contrary, the Cortland Agent and Cortland Lenders will not be required to file proofs of claim in any of the Chapter 11 Cases or Successor Cases for any claim described herein. Notwithstanding the foregoing, the Cortland Agent, on behalf of itself and the Cortland Lenders, and each of the Cortland Lenders, for their own benefit, are hereby authorized and entitled, in their sole discretion, but not required, to file (and amend and/or supplement, as they see fit) (i) a proof of claim and/or aggregate proofs of claim in each of the Chapter 11 Cases or Successor Cases for any claim described herein and/or (ii) a single proof of claim in the case of In re Relativity Fashion, LLC, Case No. 15-11989 (MEW), for any claim described herein, in which case such proof of claim will be deemed to have been filed against each of the Debtors. Any proof of claim filed by the Cortland Agent shall be deemed to be in addition and not in lieu of any other proof of claim that may be filed by any of the Cortland Lenders.

37. No Effect on Manchester Library Collateral. For the avoidance of doubt, nothing in this Final Order shall affect, prejudice, impair, prime or otherwise compromise the Manchester Collateral (as defined in the Subordination Agreement), which shall not secure the DIP Loans; provided, however, that to the extent such assets constitute property of the Debtors' estates and are subject to properly perfected prepetition liens in favor of the Cortland Lenders that are senior to liens on such collateral held by Manchester Library (but only to the extent such prepetition liens in favor of the Cortland Lenders are permitted under the Subordination Agreement), then

such assets shall constitute DIP Collateral and Primed Collateral under this Final Order. Subject to all of the Debtors' rights and remedies under the Bankruptcy Code, none of which are modified or abbreviated by this sentence, nor does anything in this sentence otherwise change the character of the prepetition agreements referred to in this sentence, or elevate them in any way to agreements that are being assumed pursuant to section 365 of the Bankruptcy Code, absent further Order of the Court, the Debtors and Manchester Library shall otherwise continue to perform under the Sales and Distribution Services Agreement, dated as of May 30, 2012 (the "Distribution Agreement"), and the ancillary agreements related thereto that are expressly provided for and contemplated by the Distribution Agreement, with respect to the Manchester Collateral.

38. Controlling Effect of Final Order. To the extent any provision of this Final Order conflicts with any provision of the Motion, any Prepetition Document, or any DIP Facility Document, the provisions of this Final Order shall control.

39. Retention of Jurisdiction. Notwithstanding any provision in the DIP Facility Documents or the Prepetition Documents, the Bankruptcy Court shall retain jurisdiction over all matters pertaining to the implementation, interpretation, and enforcement of this Final Order, the DIP Facility, or the DIP Facility Documents.

40. Notice Under the Final Order. Any notice required to be provided pursuant to this Final Order shall be provided to the following:

(a) **Sheppard Mullin Tichter & Hampton LLP,** 30 Rockefeller Plaza, New York, NY 10112 (Attn: Craig A. Wolfe, Esq., Malani J. Cademartori, Esq., and Blanka K. Wolfe, Esq.), proposed counsel to the Debtors;

(b) **Jones Day**, 222 East 41st Street, New York, NY 10017 (Attn: Richard L. Wynne, Esq. and Bennett L. Spiegel, Esq.), 555 South Flower Street, Fiftieth Floor, Los Angeles, CA 90071 (Attn: Erin N. Brady, Esq.), and 100 High Street, 21st Floor, Boston, MA 02110 (Attn: Dana Baiocco, Esq.), proposed counsel to the Debtors;

(c) **Kaye Scholer LLP**, Three First National Plaza, 70 West Madison Street, Suite 4200, Chicago, IL 60602 (Attn: Daniel J. Hartnett, Esq. and Seth J. Kleinman, Esq.), counsel to the DIP Agent and Cortland Agent;

(d) **Milbank, Tweed, Hadley & McCloy LLP**, 28 Liberty Street, New York, NY 10005 (Attn: Mark Shinderman, Esq., Dennis C. O'Donnell, Esq., and Haig Maghakian, Esq.), counsel to the DIP Lenders;

(e) **Togut, Segal & Segal LLP**, One Penn Plaza, Suite 3335, New York, NY 10119 (Attn: Albert Togut, Esq. and Frank A. Oswald, Esq.), proposed counsel to the Official Committee of Unsecured Creditors**;** and

(f) **The U.S. Trustee**, 201 Varick Street, New York, NY 10014 (Attn: Serene Nakano, Esq. and Susan Golden, Esq.).

41. Notice of the Final Order. The Debtors shall promptly mail or fax copies of this Final Order to the Notice Parties within three (3) business days of the date hereof.

Dated: August 27, 2015

s/Michael E. Wiles
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Budget