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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
RELATIVITY MEDIA, LLC, *et al*.,[1]	Case No. 18-11358 (MEW)
Debtors.	(Joint Administration Requested)

DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING AND APPROVING (A) THE DEBTORS' ENTRY INTO THE ASSET PURCHASE AGREEMENT FOR THE SALE OF SUBSTANTIALLY ALL THEIR ASSETS, (B) THE SALE OF SUBSTANTIALLY ALL THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES (OTHER THAN ASSUMED LIABILITIES) PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE AND (C) THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE, AND (II) GRANTING RELATED RELIEF

The above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**") submit this motion (the "**Motion**"), by and through their undersigned proposed counsel, for the entry of an order, substantially in the form of Exhibit A hereto, pursuant to sections 363 and 365 of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and the Amended Guidelines for the Conduct of Asset Sales, General Order M-383 of

[1] Each of the Debtors in the above-captioned jointly administered chapter 11 cases and their respective tax identification numbers are set forth in the *Order Directing Joint Administration of Chapter 11 Cases* [Docket No. 5]. The location of Relativity Media LLC's' corporate headquarters and the Debtors' service address is: 9242 Beverly Blvd #300, Beverly Hills, CA 90210.

the Bankruptcy Court for the Southern District of New York (as such may have been amended, the "**SDNY Sale Guidelines**") (I) authorizing and approving (a) the Debtors' entry into the APA (defined below) for the sale of substantially all of the Debtors' assets, (b) the sale of substantially all the Debtors' assets free and clear of liens, claims and encumbrances (other than Assumed Liabilities as defined in the APA) pursuant to section 363 of the Bankruptcy Code, and (c) the assumption and assignment of certain executory contracts and unexpired leases pursuant to section 365 of the Bankruptcy Code, and (II) granting related relief. In support of this Motion, the Debtors submit the *Declaration of Lori Sinanyan in Support of Chapter 11 Petitions, First Day Pleadings and Proposed Sale* (the "**Sinanyan Declaration**") [Dkt. No. 8] and respectfully state as follows:

Jurisdiction

1. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory bases for the relief sought herein are sections 105, 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004 and 6006, Local Rules 6004-1 and 6006-1 of the Local Bankruptcy Rules for the Southern District of New York (the "**Local Rules**"), and the SDNY Sale Guidelines.

Background

3. On May 3, 2018 (the "**Petition Date**"), each of the Debtors filed a voluntary petition in this Court for relief under chapter 11 of the Bankruptcy Code.

4. The Debtors continue to operate their businesses and to manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. As of this date, no trustee, examiner or statutory committee of creditors has been appointed in these chapter 11 cases.

5. The Debtors operate a portfolio of major studio quality film assets with the capabilities and infrastructure (but unfortunately not the resources) to produce and distribute new content. The value of the Debtors' existing film assets diminishes over time: as a picture ages and demand for it wanes, the value of the ownership and distribution rights decreases. Without the ability to develop or acquire new titles, the Debtors' assets are decreasing in value by the day. In addition, certain of the Debtors are party to a lucrative contract with Netflix, Inc. pursuant to which the Debtors have the right to submit content to fill 30 subscription video on demand ("**SVOD**") slots each calendar year. That contract, however, terminates by its terms on December 31, 2018.[2] As a result, the ability to capitalize on the value of those 30 SVOD slots also diminishes each and every day.

6. Since emerging from their prior chapter 11 cases, the Debtors have struggled in the operation of their businesses due to, among other things, their inability to raise the capital necessary to acquire rights in film assets or produce and distribute new content. Over the past several months, as a result of declining revenues and capital constraints, the Debtors have, among other measures, substantially reduced the size of their workforce and cut salaries for their remaining employees. To compensate for insufficient revenues to cover operating expenses, the Debtors have had to sell de minimis assets[3] from time to time and utilize the proceeds thereof.

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[2] Films that have been released theatrically prior to December 31, 2018 qualify for inclusion in the Debtors' 30 Netflix slots, even if these films will not begin airing on Netflix until 2019.

[3] In each instance, the Debtors obtained a release from RM Bidder LLC as well as the consent of RM Bidder LLC to use of the sale proceeds to fund operating expenses or reduce debt.

7. Earlier this year, UltraV Holdings, LLC ("**UltraV**" or "**Purchaser**"), as assignee of RM Bidder LLC, became the holder of that certain Secured Promissory Note in the aggregate principal amount of $60,000,000 originally issued to RM Bidder LLC under the terms of the plan of reorganization confirmed in the prior chapter 11 case (as amended, modified or supplemented, the "**Prepetition Secured Note**"). In February 2018, as the Debtors' business continued to deteriorate, UltraV and the Debtors engaged in discussions concerning a comprehensive restructuring of the Debtors' businesses, operations and assets. The result of those discussions was the execution of a Restructuring Support Agreement (the "**RSA**"), dated as of February 26, 2018, among the Debtors, UltraV and Ryan Kavanaugh pursuant to which the parties agreed to pursue a restructuring of the Debtors' businesses, operations and assets through a chapter 11 plan or section 363 sale process. The RSA also included UltraV's agreement to provide debtor in possession financing to pay the costs and expenses of administering the chapter 11 restructuring contemplated in the RSA.

8. Since the execution of the RSA, the Debtors have continued to hemorrhage cash, requiring UltraV to advance $769,100 (through the factoring of accounts receivable and new loans) to fund the ongoing operating expenses of the Debtors.

9. Immediately upon his appointment on April 9, 2018, Colin Adams, the Debtors' Chief Restructuring Officer, took a fresh look at the Debtors' financial and operating condition and assessed the Debtors' alternatives. Faced with (a) an April 12, 2018 maturity on the Prepetition Secured Note, (b) a primary operating account holding less than a month's projected operating and payroll expenses (let alone debt service), (c) no realistic prospect of immediately generating sufficient cash receipts to cover necessary expenses, and (d) a collection of assets (including the Netflix contract) whose value diminishes over time, Mr. Adams determined that a

prompt sale of the Debtors' assets was necessary to maximize and best preserve what value remained. To that end, Mr. Adams began negotiations with UltraV to: (a) secure immediate, near-term liquidity to preserve the Debtors' assets during negotiations – resulting in $769,100 in prepetition funding; (b) obtain a commitment for debtor in possession financing sufficient to file and complete these chapter 11 cases; and (c) construct an asset purchase agreement framework that would not only transfer assets to UltraV, but would also benefit the other creditors of these estates by having UltraV assume millions of dollars of liabilities, and establishing, as part of Ultra V's stated purchase price, a wind-down budget projected to result in proceeds of approximately $350,000 being available for distribution to the Debtors' unsecured creditors.

10. Additional factual background relating to the Debtors' businesses and the commencement of these chapter 11 cases is set forth in the (a) **Sinanyan Declaration** and the (b) *Declaration of Colin Adams in Support of Chapter 11 Petitions and First Day Pleadings* (the "**Adams Declaration**") [Dkt. No. 7].

Relief Requested

11. By this Motion, the Debtors seek entry of an order (I) authorizing and approving (a) the Debtors' entry into the asset purchase agreement substantially in the form attached hereto as Exhibit B (as the same may be amended or modified, the "**APA**") for the sale of substantially all of their assets, (b) the sale of substantially all the Debtors' assets pursuant to the terms and conditions of the APA free and clear of liens, claims and encumbrances (other than Assumed Liabilities as defined in the APA) pursuant to section 363 of the Bankruptcy Code and (c) the assumption and assignment of certain executory contracts and unexpired leases pursuant to section 365 of the Bankruptcy Code, and (II) granting related relief.

12. In light of the history of these Debtors, and their recent two year efforts to raise debt or equity capital and/or sell assets, the Debtors are seeking approval of the sale without any

requirement that the Debtors engage in a formal marketing process. As more fully set forth in the Sinanyan Declaration, since the Debtors' emergence from their prior chapter 11 cases, the Debtors have been engaged in a continuous effort to raise capital and/or sell assets. Thus, all industry participants are acutely aware of Relativity's assets, their availability and the opportunities they may present. Nevertheless, should any party be interested in potentially presenting a competing transaction to the one presented by UltraV, upon execution of a typical confidentiality agreement such party will have the opportunity to perform due diligence and submit a higher or better bid for the Debtors' assets prior to the hearing on the proposed sale.

13. The Debtors' assets are subject to first lien obligations under the Prepetition Secured Note in the principal amount of $60 million *plus* all accrued and unpaid interest (including any default interest), fees, costs, expenses (including, without limitation, the reasonable and documented fees and expenses required to be paid under the Prepetition Secured Note Documents), secured by a first lien on substantially all the Debtors' assets.[4] The Prepetition Secured Note matured on April 12, 2018. As of the Petition Date, approximately $73.597 million was due and owing under the Prepetition Secured Note. The Debtors believe that the Prepetition Senior Note is the fulcrum security and that there is no value available for any creditors junior to UltraV (including the holder of the second lien RSL Note which aggregates approximately $44.293 million as of March 31, 2018) from the film and other assets intended to be sold, transferred and assigned to UltraV.

14. In light of the prior two year's robust marketing efforts and the Debtors' challenged liquidity position, Mr. Adams determined that it would be in the best interest of the

[4] The liens securing the Prepetition Secured Note are subordinate to the liens held by entities holding "Permitted Third Party Liens" (as such term is defined in the DIP Order). The Permitted Third Party Liens secure recourse and non-recourse indebtedness of the Debtors in the tens of millions of dollars. Pursuant to the APA UltraV will assume the vast majority of such indebtedness.

Debtor and their creditors to proceed with a "hybrid" approach to the sale. On the one hand, the Debtors are proposing what is effectively a private sale of substantially all of their assets to UltraV in exchange for a credit bid, assumption of certain liabilities and cash consideration, while on the other the Debtors will market their assets to third parties, albeit without the time and expense associated with a formal marketing process, a public sale via bidding procedures and an auction (unless a competing offer that is deemed to be higher or better than the UltraV APA is received). The Debtors have a full fiduciary out to solicit and accept a higher or better proposal from a third party (however unlikely that may be to materialize) with no break-up fee or similar impediments to such a third party offer. Further, The Debtors will solicit and consider offers for some or all of the Purchased assets at individual and aggregate purchase prices that are less than the $40 million credit bid set forth in the UltraV APA.

15. In respect of their marketing efforts, on behalf of the Debtors Mr. Adams and his team will solicit all of the parties known to the Debtors to have signed non-disclosure agreements over the past two years, as well as any other parties who might reasonably be considered to be potential purchasers for the Debtors' assets. All of these parties will receive notice of the sale in a form that makes it abundantly clear: (i) exactly which assets are being sold and (ii) that the Debtors welcome higher or better bids above the proposal from UltraV. The notice and subsequent sale efforts will be designed to facilitate any potential bidder gaining the information necessary to value the assets and, if they so desire, submit a competing bid.

Overview of the APA

I. Material Terms of the APA.

16. The following chart summarizes the key terms and conditions of the APA:

Material Terms[5]	
Purchase Price	The aggregate consideration for the Purchased Assets (the "Purchase Price") will be (1) the discharge of a portion of the amounts outstanding and obligations under the Promissory Note equal to $40,000,000 (the "Credit Bid Consideration"); (2) the assumption of the Assumed Liabilities; and (3) cash in an amount equal to a wind-down budget in respect of the Sellers to be agreed, sufficient to pay, among other things, accrued and unpaid administrative expenses projected to be incurred through the confirmation of a plan of a chapter 11 plan plus $350,000 to be set aside for distributions to unsecured creditors (collectively, the "Cash Consideration").
Assets	Purchaser shall purchase all of Sellers' business, assets, properties, contractual rights, goodwill, going concern value, rights and claims used or held for use in the Business (other than the Excluded Assets) as of the Closing, including: • all deposits (including customer deposits and security deposits for rent, electricity, telephone or otherwise) and prepaid charges and expenses of Sellers to the extent related to the Business, in each case to the extent utilizable by Purchaser as of or after the Closing ("Deposits"), other than Chapter 11 Deposits; • the Equipment; • accounts receivable to the extent related to the Business; • the Purchased Intellectual Property; • the Purchased Contracts and all of Sellers' rights under the Assumed Contracts; • all Documents, including Documents relating to products, services, marketing, advertising, promotional materials, personnel files for Transferred Employees and all files, customer files and documents (including credit information), supplier lists, records, literature and correspondence, but excluding any Documents exclusively related to an Excluded Asset; provided, however, that Sellers may retain copies of all Documents; • all Permits used or held for use by Sellers in the Business to the extent assignable; • all goodwill and other intangible assets associated with the Business, including goodwill associated with the Purchased Intellectual Property; • all rights under or arising out of all insurance

[5] To the extent that there is any inconsistency between the terms of the APA and the summary of such terms in this Motion, the terms of the APA shall control. Capitalized terms used but not otherwise defined in this summary shall have the meanings ascribed to such terms in the APA.

	policies relating to the Business or the Purchased Assets, unless non-assignable as a matter of Law; • all films, development projects and other assets related thereto of Sellers used or held for use in the Business, including any listed on Schedule 2.1(b); • all assets of Sellers designated as Purchased Assets on Schedule 2.1(b); and • all causes of action (including avoidance actions, solely to the extent such avoidance actions are against vendors listed on Schedule 2.1(b)(xii)), but excluding causes of action against Sellers' current or former directors and officers.
Assumed Liabilities	Purchaser shall assume the following liabilities: • all Liabilities of Sellers under the Purchased Contracts that arise from and after the Petition Date; • all Liabilities of Sellers under the Assumed Contracts; • any cure amounts that Purchaser is required to pay with respect to Assumed Contracts; • all Transfer Taxes; • all Liabilities that Purchaser has agreed to assume, pay or discharge pursuant to this Agreement; • (i) the Pre-Existing Guild Liens, if any and (ii) the applicable Post-Closing Guild Claims, Post-Closing FMSMF Claims, Post-Closing AFM Claims and Post-Closing Equity (UK) Claims concerning those Covered Pictures that are subject to collective bargaining agreements with certain of the Guilds, FMSMF, AFM or Equity (UK), as applicable; • the Accounts Payable; and • those Liabilities of Sellers designated as Assumed Liabilities on Schedule 2.3(h).
Releases	Upon timely receipt by each Guild, as applicable, of Guild Closing Items, and except as applicable pursuant to each Guild Closing Item: (i) the Guilds shall release the Sellers, the Sellers' bankruptcy estates, and all of their affiliates of all liability in connection with all Pre-Existing Guild Claims; (ii) the Guilds shall release the Sellers, the Sellers' bankruptcy estates, and all of their affiliates of any liability in connection with all Post-Closing Guild Claims; and (iii) the Guilds will have no claim against the Purchased Assets except as applicable through the Guild Closing Items. These releases do not extend to any entity not party to this Agreement and any of their affiliates that is otherwise obligated to pay residuals in connection with rights in Covered Pictures or in Sellers' pictures that are not transferred to Purchaser.

Free and Clear	Purchaser will be vested with good title to such Purchased Assets, free and clear of all Liens (including any and all prepetition and postpetition adequate protection liens of the Sellers' prepetition lenders) (other than (a) Liens created by Purchaser (or its designated Affiliate or Affiliates), (b) Permitted Exceptions and (c) Liens expressly assumed by Purchaser (or its designated Affiliate or Affiliates) as Assumed Liabilities under this Agreement).
Closing and Other Deadlines	The closing of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities provided for in Article II (the "Closing") will take place at the offices of Schulte Roth & Zabel LLP located at 919 Third Avenue, New York, New York 10022 on July 2, 2018, or at such other time or place as may be agreed in writing by the parties hereto.

II. Extraordinary Provisions Pursuant to the SDNY Sale Guidelines

17. Private Sale. The basis for conducting the sale as a private sale is set forth in Paragraphs 11-15, supra. While technically this may be a private sale, it is being conducted in a manner akin to a public sale insofar as higher or better offers will be solicited and entertained.

18. No Good Faith Deposit. The principal consideration will be paid through a credit bid, and the cash component of the Purchase Price remains under negotiation. Accordingly, the Debtors did not require a good faith deposit from the Purchaser.

19. Record Retention. The Debtors will retain reasonable access to their books and records. See APA Section 8.5.

20. Relief from Bankruptcy Rule 6004(h). Pursuant to Bankruptcy Rule 6004(h), "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." As set forth throughout this motion, failure to grant the relief requested herein would be detrimental to the Debtors, their estates and all stakeholders. For this reason and those set forth below, the Debtors submit that ample cause exists to justify a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h).

Basis for Relief

I. The Sale Should be Approved as an Exercise of Sound Business Judgment.

21. Section 363(b) of the Bankruptcy Code permits a debtor, subject to court approval, to enter into new transactions outside the ordinary course of its business so long as there is a "sound business purpose" that justifies such action. *See Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983). In the Second Circuit, a debtor's decision to sell assets outside the ordinary course of business must be based upon sound business judgment. *See, e.g.*, *In re MF Glob. Inc.*, 535 B.R. 596, 605 (Bankr. S.D.N.Y. 2015); *In re Integrated Res., Inc.*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (holding that the law vests the debtor's decision to use property out of the ordinary course of business with a strong presumption that in making a business decision, the directors acted on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the company).

22. When determining whether to approve a proposed sale under section 363 of the Bankruptcy Code, courts apply a business judgment test. *See, e.g.*, *MF Glob.*, 535 B.R. at 605; *In re Global Crossing Ltd.*, 295 B.R. 726, 744 (Bankr. S.D.N.Y. 2003). For instance, in *In re Lionel Corp.*, the Court of Appeals for the Second Circuit analyzed several (non-exclusive) factors in conducting a section 363(b) analysis, including whether: (a) a sound business purpose existed that justified the sale; (b) adequate and reasonable notice was provided to interested parties; (c) the sale value obtained was fair and reasonable; and (d) the debtor acted in good faith. *See In re Lionel Corp.*, 722 F.2d 1063, 1071–72 (2d Cir. 1983).

23. Additionally, section 105(a) of the Bankruptcy Code, which codifies the inherent equitable powers of the bankruptcy court, empowers the bankruptcy court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title."

11 U.S.C. § 105(a). Specifically, courts have used their power under section 105(a) of the Bankruptcy Code to, among other things, authorize a debtor's sale of its assets outside the ordinary course. *See, e.g.*, *In re Champion Motor Grp., Inc.*, No. 8-09-71979 AST, 2010 WL 6570553, at *2 (Bankr. E.D.N.Y. Mar. 17, 2010). The use of section 105(a) of the Bankruptcy Code, also referred to as the "doctrine of necessity" rule, has long been recognized as precedent within the Second Circuit. *See In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175–76 (Bankr. 1989). The rationale for its utility—the rehabilitation of a debtor in reorganization cases—is considered the "the paramount policy and goal of Chapter 11." *Id*. Here, the Debtors' sale of the assets represents a sound exercise of the Debtors' business judgment and will maximize the value of the estates.

A. A Sound Business Purpose Exists for the Sale.

24. The Debtors have a sound business justification for entering into this transaction. The financial condition of the Debtors, and the deterioration in value of the Debtors' assets over time militates in favor of a swift and efficient sale of substantially all of the Debtors' assets to UltraV. The sale benefits creditors and counterparties whose contracts and liabilities will be assumed or assets serviced by UltraV. Moreover, the Purchase Price contemplates cash being available in the amount of $350,000 for unsecured creditors – a recovery from the Purchased Assets that they would be unlikely to enjoy under almost any other conceivable circumstance. Finally, the UltraV purchase offer remains explicitly subject to higher or better offers identified through a post-filing notice and marketing process, without a break-up fee or expense reimbursement to UltraV if another buyer is ultimately identified.

B. Adequate and Reasonable Notice of the Sale Will Be Provided.

25. The Debtors' marketing process and the notice provided through this motion constitute adequate and reasonable notice of the Sale. All interested parties and potential

purchasers will receive notice of the Sale through the marketing process to be conducted by the Debtors. Further, this motion provides for service in a manner that (a) provides approximately 45 days' notice to all interested parties; (b) informs all interested parties of the deadlines for objecting to the Sale; and (c) otherwise includes all information relevant to parties interested in or affected by the Sale.

C. The Sale and Purchase Price Reflect a Fair Value Transaction.

26. The Purchase Price represents a fair and reasonable value for the Purchased Assets, despite the lack of a court-sanctioned auction process. A court-approved auction process is not required under the Bankruptcy Code, Bankruptcy Rules, or Local Bankruptcy Rules. *See, e.g.*, *In re The Great Atl. & Pac. Tea Co., Inc.*, 544 B.R. 43, 49–50 (Bankr. S.D.N.Y. 2016) ("[T]here is no rule that . . . asset sales are . . . conditioned on such a requirement [a formal auction], which does not appear in the Bankruptcy Code or Bankruptcy Rules. The Bankruptcy Court for the Southern District of New York's *Guidelines for the Conduct of Asset Sales* . . . stat[e] that . . . the Court does not express a preference for public sales over private sales as a means to maximize the sale price.") (internal citations and quotations omitted). Moreover, "the requirement of Court review coupled with [the] debtors' duty to maximize the value of their estates, any motion for approval of . . . the sale of an asset, has inherent within it the possibility for an auction." *Id.*

27. As discussed, the Debtors' inability to secure one or more equity investors or capital providers since the confirmation of the plan of reorganization in the prior cases quite clearly demonstrates that the market value for the Purchased Assets is well below the amount owing on the Prepetition Secured Note. In addition, UltraV will be assuming the Assumed Liabilities (comprised of indebtedness secured by liens on certain assets that are senior to the liens of the Prepetition Secured Note) and will continue to service the interests of other parties

who are entitled to receive payments on account of assets that are included in the Purchased Assets. Further, the APA provides for UltraV to pay all cure costs associated with executory contracts and unexpired leases to be assumed and assigned to UltraV as part of the transaction.

28. Critically, the APA provides for UltraV to provide cash consideration projected to fund all anticipated administrative claims through a wind down, but also an additional $350,000 in cash consideration designed to inure to the benefit of unsecured creditors. There is no other feasible transaction that will yield any recovery for unsecured creditors from the sale of the Purchased Assets.

29. Finally, the APA does not foreclose the Debtors from considering and ultimately consummating an alternative superior transaction to the extent such alternative materializes. Interested parties will have ample opportunity to submit higher or otherwise better offers for the Purchased Assets.

D. A Private Sale of the Assets Appropriate Under Bankruptcy Rule 6004

30. Bankruptcy Rule 6004(f) permits a debtor to conduct a private sale pursuant to section 363. Specifically, Bankruptcy Rule 6004(f) provides that "[a]ll sales not in the ordinary course of business may be by private sale or by public auction. "Fed. R. Bankr. P. 6004(f)(1) (emphasis added). See *In re Alisa P'ship,* 15 B.R. 802, 802 (Bankr. D. Del 1981) (holding that manner of sale is within the debtor's discretion); *In re Bakalis*, 220 B.R. 525, 531-32 (Bankr. E.D.N.Y. 1998) (stating that debtor has authority to conduct public or private sales of estate property).

31. Accordingly, in light of Bankruptcy Rule 6004(f) and case law regarding section 363 sales, a debtor may conduct a private sale if a good business reason exists. *See, e.g., In re Pritam Realty, Inc.*, 233 B.R. 619 (D.P.R. 1999) (upholding the bankruptcy court's

approval of a private sale conducted by a chapter 11 debtor); *In re Condere Corp.,* 228 B.R. 615, 629 (Bankr. S.D. Miss. 1998) (authorizing private sale of debtors' tire company where "[d]ebtor has shown a sufficient business justification for the sale of the assets to the [p]urchaser"); *In re Embrace Sys. Corp.,* 178 B.R. 112, 123 (Bankr. W.D. Mich. 1995) ("A large measure of discretion is available to a bankruptcy court in determining whether a private sale should be approved. The court should exercise its discretion based upon the facts and circumstances of the proposed sale."); *In re Wieboldt Stores, Inc.*, 92 B.R. 309 (N.D. Ill. 1988) (affirming right of chapter 11 debtor to transfer assets by private sale).

32. Indeed, courts in this and other districts have approved private sales of estate property pursuant to section 363(b)(l) when there has been a valid business reason for not conducting an auction. *See, e.g., In re Solutia, Inc.*, No. 03-17949 (SCC) (Bankr. S.D.N.Y. Dec. 28, 2006) (approving private sale of real property for approximately $7.1 million); *In re Wellman, Inc*., No. 08-10595 (SMB) (Bankr. S.D.N.Y. Oct. 6, 2008) (approving private sale of industrial complex capable of converting recycled carpet into nylon engineered resins for $17.9 million); *Buffets Holdings, Inc.,* No. 08-10141 (MFW) (Bankr. D. Del. Feb. 3, 2009) (approving the private sale of real property for approximately $2.4 million); *In re W.R. Grace & Co.*, No. 01-01139 (JKF) (Bankr. D. Del. Dec. 18, 2008) (approving the private sale of real property for approximately $3.8 million); *In re W.R. Grace & Co*., No. 01-01139 (JKF) (Bankr. D. Del. July 23, 2007) (authorizing private sale of business line which designs and manufactures materials used in catalytic converters to remove pollutants produced by engines for approximately $22 million).

33. The Debtors submit that the proposed private sale of the Assets to the Purchaser in accordance with the APA is appropriate in light of the facts and circumstances of these chapter 11 cases.

I. The Sale Has Been Proposed By the Debtors in Good Faith Without Collusion and Purchaser Is a "Good Faith Purchaser," with Respect to their Negotiation of the APA.

34. While the Bankruptcy Code does not define "good faith," the Second Circuit has held that good faith of a purchaser is shown by the integrity of its conduct during the course of the sale proceedings, with a lack of integrity resulting in a lack of good faith. *See, e.g.*, *In re Gucci*, 126 F.3d 380, 390 (2d Cir. 1997) (a purchaser's good faith is lost by "fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders") (internal citations omitted).

35. Section 363(m) of the Bankruptcy Code provides that: "[t]he reversal or modification on appeal of an authorization . . . of a sale . . . does not affect the validity of a sale . . . to an entity that purchased . . . such property in good faith." 11 U.S.C. § 363(m). Conversely, a lack of good faith may lead to a sale being avoided under section 363(n) of the Bankruptcy Code. *See* 11 U.S.C. § 363(n) ("The trustee may avoid a sale under this section if the sale price was controlled by an agreement among potential bidders at such sale, or may recover from a party to such agreement any amount by which the value of the property sold exceeds the price at which such sale was consummated").

36. Here, the Debtors – through their CRO, chief counsel and outside counsel -- negotiated the APA with the Purchaser on a fully arm's-length basis. These negotiations occurred subsequent to both the execution of the RSA and Mr. Kavanaugh's departure from the Debtors. The Debtors and UltraV entered into the APA after extensive, arm's-length negotiations, during which both parties were represented by competent counsel of similar

bargaining positions. The resulting APA also includes a representation and warranty from the Purchaser regarding any agreements with the Debtors' current or former officers, directors or insiders, and included a copy of the consulting agreement between Purchaser and Mr. Kavanaugh.[6] Additionally, the Debtors are not aware of any facts that would suggest that UltraV has engaged in any "fraud, [or] collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders" or similar conduct that would cause or permit the Sale or APA to be avoided under section 363(n) of the Bankruptcy Code. Thus, the Debtors intend to seek a good faith finding and the full protections of section 363(m) of the Bankruptcy Code with respect to the sale to Purchaser.

II. The Sale of the Purchased Assets Should be Approved "Free and Clear" Under Section 363(f) of the Bankruptcy Code.

37. Section 363(f) of the Bankruptcy Code permits a debtor to sell property free and clear of another party's interest in the property if: (a) applicable nonbankruptcy law permits such a free and clear sale; (b) the holder of the interest consents; (c) the interest is a lien and the sale price of the property exceeds the value of all liens on the property; (d) the interest is in bona fide dispute; or (e) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. *See* 11 U.S.C. § 363(f).

38. A court may authorize the sale of assets free and clear of existing liens and encumbrances pursuant to section 363(f)(3) of the Bankruptcy Code even if the purchase price is less than the face amount of a lien provided the purchase price for the real estate is the best available under the circumstances. *See, e.g.*, *In re Boston Generating, LLC*, 440 B.R. 302, 332–

[6] *See* APA, Exhibit B. The Debtors are mindful of the need for open disclosure relating to any relationship between Purchaser and Mr. Kavanaugh No good faith finding will be requested unless the Debtors are satisfied with both the diligence they conduct on this issue and the representations and warranties the Debtors receive about their relationship. Further, under the APA, the Debtors are not selling any claims that they may hold against Mr. Kavanaugh or other present or former directors and officers.

33 (Bankr. S.D.N.Y. 2010) (rejecting argument that Debtors must prove that secured lenders are compelled to accept a money satisfaction of their liens and holding that "Section 363(f)(5) does not require that the sale price for the property exceed the value of the interests. . . . [B]ecause [a lender] could be compelled . . . to accept general unsecured claims to the extent the sale proceeds are not sufficient to pay their claims in full, section 363(f)(5) is satisfied.").

39. As discussed, the APA represents the highest or otherwise best offer for the Purchased Assets and the Purchase Price (including the Assumed Liabilities) represents the best price available. Further, the Order provides that any lien, claim, or encumbrance in the Debtors' Purchased Assets (other than Assumed Liabilities) will attach to the net proceeds of the Sale, subject to any claims and defenses the Debtors may possess. Accordingly, the Sale of the Debtors' Purchased Assets pursuant to the APA satisfies the statutory prerequisites of section 363(f) of the Bankruptcy Code and the Sale should be approved free and clear of all liens, claims, and encumbrances (other than Assumed Liabilities).

E. The Assumption and Assignment of the Contracts Should be Approved.

40. A court should approve the assumption and assignment of a contract under section 365(a) of the Bankruptcy Code if it finds that a debtor has exercised its sound business judgment in determining that assumption and assignment of an agreement is in the best interests of its estate. *See, e.g., In re Old Carco LLC (f/k/a Chrysler LLC)*, 406 B.R. 180, 196-97 (Bankr. S.D.N.Y. 2009); *In re Child World, Inc.*, 142 B.R. 87, 89-90 (Bankr. S.D.N.Y. 1992). The "business judgment" standard is not a strict standard; it requires only a showing that either assumption or rejection of the executory contract will benefit the debtor's estate. *See Official Comm. of Subordinated Bondholders* v. *Integrated Res., Inc. (In re Integrated Res., Inc.),* 147 B.R. 650, 656 (S.D.N.Y 1992); *Comm. of Asbestos-Related Litigants* v. *Johns-Manville Corp. (In re Johns-Manville Corp.),* 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (where the debtor

articulates a reasonable basis for its business decisions, courts will generally not entertain objections to the debtor's conduct).

41. Section 365(b) of the Bankruptcy Code requires a debtor seeking to assume an executory contract to cure any defaults under the contract or provide adequate assurance that it will promptly cure such defaults. If there has been a default, the debtor must also provide adequate assurance of future performance under the contract.

42. Here, the Purchaser will, in connection with the completion of the schedules to the APA, designate certain executory contracts and unexpired leases (the "Contracts") that it desires to have assumed by the Debtors and assigned to the Purchaser. The counterparties to the Contracts will be given notice of the Debtors intention to assume and assign the Contracts, the proposed cure amount, if any, for each of the Contracts, and an opportunity to object to the assumption and assignment or the proposed cure amount.

43. Assuming and assigning the Contracts to the Purchaser pursuant to the APA is an appropriate exercise of the Debtors' business judgment. By assuming and assigning the Contracts to the Purchaser, the Debtors will be able to maximize the value of the Sale to their estates, while avoiding any damages claims that would arise from the rejection of the Contracts.

44. All cure claims owing to the counterparties to the Contracts will be paid by the Purchaser, further preserving the estates' limited resources. The Purchaser will also provide any needed adequate assurance of future performance. All counterparties to the Contracts will be provided with specific and adequate notice of the proposed assumption and assignment to the Purchaser well in advance of the proposed sale hearing date.

45. Accordingly, the assumption and assignment of the Contact to the Purchaser should be approved.

Motion Practice

46. This motion includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated, and a discussion of their application to this motion. Accordingly, the Debtors submit that this motion satisfies Local Bankruptcy Rule 9013-1(a).

Notice

47. No trustee, examiner or creditors' committee has been appointed in these chapter 11 cases. The Debtors have provided notice of this Motion to: (a) the Office of the United States Trustee for the Southern District of New York; (b) the holders of the 50 largest unsecured claims against the Debtors (on a consolidated basis); (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) counsel to the agent under the Debtors' post-petition financing facility; (e) the United States Securities and Exchange Commission; (f) the Internal Revenue Service; and (g) all parties entitled to notice pursuant to Local Rule 9013-1(b). In light of the nature of the relief requested, the Debtors respectfully submit that no further notice is necessary.

No Prior Request

48. No prior request for the relief sought in this Motion has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as Exhibit A, granting the relief requested herein and granting such other relief as is just and proper.

Dated: May 17, 2018
New York, New York

WINSTON & STRAWN LLP

By: */s/ Daniel J. McGuire*

Justin E. Rawlins (admitted *pro hac vice*)
Daniel J. McGuire (admitted *pro hac vice*)
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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
RELATIVITY MEDIA, LLC *et al.*,[1]	)	Case No. 18-11358 (MEW)
Debtors	)	(Jointly Administered)

ORDER (I) APPROVING ASSET PURCHASE AGREEMENT; (II) APPROVING SALE OF CERTAIN ASSETS PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES; (III) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE; (IV) AUTHORIZING THE DEBTORS TO CONSUMMATE TRANSACTIONS RELATED TO THE ABOVE; AND (V) GRANTING OTHER RELIEF

Upon the motion (the "Motion") of the above-captioned debtors and debtors in possession (collectively, the "Debtors") pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code (the "Bankruptcy Code") and rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") for entry of an order (this "Sale Order") (a) authorizing and approving that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of May __, 2018, among UltraV Holdings, LLC, as Purchaser ("Purchaser") and Relativity Media, LLC and each of its direct and indirect subsidiaries that are signatories to the Asset Purchase Agreement, as Sellers (collectively, "Sellers") (b) approving the

[1] Each of the Debtors in the above-captioned chapter 11 cases jointly administered and their respective tax identification numbers are set forth (a) in the *Order (A) Authorizing the Joint Administration of their Chapter 11 Cases and (B) Waiving Requirements of Section 2342(C)(1) of the Bankruptcy Code and Bankruptcy Rule 2002(n)* [Docket No. 5] and (b) at http://cases.primeclerk.com/relativity. The location of Relativity Media LLC's corporate headquarters and the Debtors' service address is: 9242 Beverly Blvd #300, Beverly Hills, CA 90210.

sale of the Purchased Assets[2] pursuant to the Asset Purchase Agreement, (c) approving the assumption and assignment of certain executory contracts and unexpired leases pursuant to section 365 of the Bankruptcy Code, (d) authorizing the Debtors to consummate the transactions provided for in the Asset Purchase Agreement, and (e) granting other relief, all as more fully described in the Motion; and the Debtors having determined that the highest and otherwise best offer for the Purchased Assets is the offer made by Purchaser as set forth in the Asset Purchase Agreement; and a form of Asset Purchase Agreement having been filed with the Court with the Motion on May __, 2018 [Docket No. __]; and the Court having conducted a hearing on _____ __, 2018 (the "Sale Hearing"), at which time all parties in interest were offered an opportunity to be heard with respect to the proposed sale of the Purchased Assets (the "Sale"), to consider the approval of the Sale pursuant to the terms and conditions of the Asset Purchase Agreement; and the Court having considered: (i) the Motion and any objections thereto; (ii) the proposed Sale of the Purchased Assets by Sellers to Purchaser pursuant to the Asset Purchase Agreement; (iii) the arguments of counsel made, and evidence adduced, related thereto; and (iv) the full record in these chapter 11 cases, including the record of the Sale Hearing held before the Court; all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the Asset Purchase Agreement and sale of the Purchased Assets and other transactions contemplated by the Asset Purchase Agreement; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; it is hereby **FOUND, CONCLUDED, AND DETERMINED THAT**:[3]

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[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined herein).

[3] All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Motion are hereby incorporated herein to the extent not inconsistent herewith.

A. Findings of Fact and Conclusions of Law. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to these chapter 11 cases pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction. This Court has jurisdiction over the Motion and over the property of Debtors, including the Purchased Assets to be sold, transferred, and conveyed pursuant to the Asset Purchase Agreement, pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these chapter 11 cases and the Motion in this district and Court is proper under 28 U.S.C. §§ 1408 and 1409.

C. Final Order. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court finds that there is no just reason for delay in the implementation of this Sale Order, and directs entry of judgment as set forth herein.

D. Property of the Estate. The Purchased Assets constitute property of Sellers' estates and title thereto is vested in Sellers' estates within the meaning of section 541(a) of the Bankruptcy Code.

E. Statutory Bases For Relief. The statutory bases for the relief requested in the Motion are sections 105(a), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, and 9014.

F. Petition Date. On May 3, 2018 (the "Petition Date"), each of the Debtors filed voluntary petitions under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued to operate their businesses and manage their properties as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108.

G. Notice. As evidenced by the affidavits of service and publication previously filed with the Court [Docket Nos. ____, ___], and based on the representations of counsel at the Sale Hearing, due, proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the Sale, and the assumption and assignment of the executory contracts and unexpired leases to be assumed and subsequently assigned to Purchaser at the Closing pursuant to this Sale Order has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014, to each party entitled to such notice, including, as applicable: (1) the U.S. Trustee; (2) counsel to the Creditors' Committee; (3) counsel to the DIP Lender and holder of the Prepetition Secured Note; (4) all parties known by the Debtors to assert a lien on or other interest in any of the Purchased Assets; (5) all counterparties to any executory contracts or unexpired leases to be assumed and assigned to Purchaser pursuant to the Asset Purchase Agreement; (6) all persons known or reasonably believed to have expressed an interest in acquiring all or a portion of the Purchased Assets or making an equity investment in the Debtors within the eighteen (18) months prior to the Petition Date; (7) the Office of the United States Attorney for the Southern District of New York; (8) the Office of the Attorney General in each state in which the Debtors operate; (9) the Office of the Secretary of State in each state in which the Debtors operate or are organized; (10) all taxing authorities having jurisdiction over any of the Purchased Assets, including the Internal Revenue Service; and (11); and all other parties that had filed a notice of appearance and demand

for service of papers in these chapter 11 cases under Bankruptcy Rule 9010(b) as of May __, 2018. The notices described above were good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Sale, and the Sale Hearing is, or shall be, required.

H. Disclosures. The disclosures made by the Debtors in the Motion and related documents filed with the Court concerning the Asset Purchase Agreement, the Sale and the Sale Hearing were good, complete and adequate.

I. Sale and Marketing Process. The sale process conducted by the Debtors was reasonably designed to provide notice to, and identify, all potential bidders for the Purchased Assets. Such process was non-collusive and executed in good faith as a result of arms'-length negotiations, and were substantively and procedurally fair to all parties. The sale process afforded a full, fair, and reasonable opportunity for any entity to make a higher or otherwise better offer to purchase the Purchased Assets.

J. Highest and Best Bid. Sellers' determination that the Asset Purchase Agreement constitutes the highest and best offer for the Assets constitutes a valid and sound exercise of Sellers' business judgment. The Asset Purchase Agreement and the Sale contemplated thereby represent a fair and reasonable offer to purchase the Purchased Assets under the circumstances of the chapter 11 cases. No other entity or group of entities has presented a higher or otherwise better offer to Sellers to purchase the Purchased Assets for greater economic value to Sellers' estates than Purchaser.

K. Best Interest of Estates, Creditors and Parties In Interest. Given all of the circumstances of the chapter 11 cases and the adequacy and fair value of the consideration provided by Purchaser under the Asset Purchase Agreement, the Sale constitutes a reasonable

and sound exercise of Sellers' business judgment, is in the best interests of Sellers and the other Debtors, their estates, their creditors, and other parties in interest, and should be approved.

L. Sound Business Purpose. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale of the Purchased Assets outside the ordinary course of business under section 363(b) of the Bankruptcy Code, and before, and outside of, a plan of reorganization, and such action is an appropriate exercise of the Debtors' business judgment and in the best interests of the Debtors, their estates, and their creditors. Such business reasons include, but are not limited to, the fact that: (1) the Asset Purchase Agreement constitutes the highest and best offer for the Purchased Assets; (2) the Asset Purchase Agreement and the closing thereon will present the best opportunity to realize the value of the Purchased Assets; (3) the Debtors assets, including their contract with Netflix, Inc., diminishing in value, and (4) any other transaction would not have yielded as favorable an economic result.

M. Good Faith. Purchaser is purchasing the Purchased Assets in good faith and is a good-faith Purchaser within the meaning of section 363(m) of the Bankruptcy Code. Purchaser is not an "insider" (as defined under section 101(31) of the Bankruptcy Code) of any Debtor, and, therefore, is entitled to the full protections of that provision, and otherwise has proceeded in good faith in all respects in connection with these chapter 11 cases in that: (1) Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets; (2) Purchaser's bid was subject to a marketing process conducted by the Debtors, with no break-up fee or expense reimbursement requirement; (3) all payments to be made by Purchaser and other agreements or arrangements entered into by Purchaser in connection with the Sale have been disclosed; (4) Purchaser has not violated section 363(n) of

the Bankruptcy Code by any action or inaction; and (5) the negotiation and execution of the Asset Purchase Agreement, including the Sale contemplated thereby, were at arms' length and in good faith. There was no evidence of insider influence or improper conduct by Purchaser in connection with the negotiation of the Asset Purchase Agreement with the Debtors.

N. No Collusion. The Asset Purchase Agreement and the transactions contemplated thereby cannot be avoided under section 363(n) of the Bankruptcy Code. Neither the Debtors nor the Purchaser has engaged in any conduct that would cause or permit the Asset Purchase Agreement or the consummation of the transactions contemplated thereby to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

O. Fair Consideration. The consideration provided by Purchaser pursuant the Asset Purchase Agreement: (1) is fair and adequate; and (2) constitutes reasonably equivalent value, fair consideration and fair value under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia (including the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act and similar laws).

P. No *Sub Rosa* Plan. The Sale neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization of the Debtors. The Sale does not constitute a *sub rosa* or *de facto* plan of reorganization or liquidation as it does not propose to (i) impair or restructure existing debt of, or equity interests in, the Debtors, (ii) impair or circumvent voting rights with respect to any plan proposed by the Debtors, (iii) circumvent chapter 11 safeguards, such as those set forth in sections 1125 and 1129 of the Bankruptcy Code, or (iv) classify claims or equity interests or extend debt maturities.

Q. Power and Authority. The Debtors, acting by and through their existing agents, representatives, and officers, have full corporate power and authority to execute and deliver the Asset Purchase Agreement and all other documents contemplated thereby, and, upon entry of this Sale Order, the Debtors require no further consents or approvals to consummate the Sale contemplated by the Asset Purchase Agreement, except as otherwise set forth in the Asset Purchase Agreement.

R. Binding Agreement. The Asset Purchase Agreement is a valid and binding contract between Sellers and Purchaser and shall be enforceable pursuant to its terms. The Asset Purchase Agreement was not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or under laws of the United States, any state, territory, possession or the District of Columbia. The Asset Purchase Agreement and the Sale itself, and the consummation thereof shall be, to the extent provided in the Asset Purchase Agreement, specifically enforceable against and binding upon (without posting any bond) the Debtors, any chapter 7 or chapter 11 trustee appointed in any of the Debtors' chapter 11 cases, and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

S. Valid Transfer. The transfer of each of the Purchased Assets to Purchaser will be as of the Closing Date a legal, valid, and effective transfer of such assets, and vests or will vest Purchaser with all right, title, and interest of Sellers to the Purchased Assets free and clear of all Interests or Claims (as defined below) accruing, arising or relating thereto any time prior to such Closing Date, other than Assumed Liabilities.

T. Free and Clear Sale. Any Seller may sell the Purchased Assets free and clear of all Interests or Claims against any Seller, its estate, or any of the Purchased Assets (other than Assumed Liabilities) because, in each case, one or more of the standards set forth in section

363(f)(1)-(5) of the Bankruptcy Code has been satisfied. If the Sale were not free and clear of all Interests or Claims (other than Assumed Liabilities), or if Purchaser would, or in the future could, be liable for any of the Interests or Claims (except for Assumed Liabilities), Purchaser would not have entered into the Asset Purchase Agreement and would not consummate the Sale, thus adversely affecting the Debtors and their estates and creditors. The total consideration to be provided under the Asset Purchase Agreement reflects Purchaser's reliance on this Sale Order to provide it, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, with title to and possession of the Purchased Assets free and clear of all Interests or Claims (except for Assumed Liabilities).

U. Assumed Contracts. The Sellers' seek to assume and assign to Purchaser the executory contracts or unexpired leases more particularly set forth in Schedule __ to the Asset Purchase Agreement (collectively, the "Assumed Contracts"). The Debtors have demonstrated that assumption and assignment of the Assumed Contracts is an exercise of its sound business judgment and is in the best interests of the Debtors, their estates and creditors, and other parties in interest. The Assumed Contracts being assigned to Purchaser under the Asset Purchase Agreement are an integral part of the Asset Purchase Agreement and the Sale and, accordingly, such assumptions and assignments are reasonable and enhance the value of the Debtors' estates. Any contract counterparty to any Assumed Contract that has not actually filed with the Court an objection to such assumption is deemed to have consented to such assumption and assignment.

V. Cure Notices. Sellers filed the *Notice of Assumption, Assignment and Cure Amount with Respect to Executory Contracts and Unexpired Leases of the Debtors* [Docket No. -___] (the "Cure Notice") pursuant to which Sellers identified the dollar amount, if

any, that is necessary to be paid to cure all defaults, if any, under their executory contracts and unexpired leases based on Sellers' books and records (the "Seller Asserted Cure Amount"). Contract counterparties to Sellers' executory contracts and unexpired leases were required to file objections (each, a "Cure Objection"), if any, to the Seller Asserted Cure Amount by no later than _____ __, 2018 at 5:00 p.m. (ET). The Cure Notice provided that in the absence of timely filed Cure Objection, the cure costs set forth in the Cure Notice (each, a "Cure Cost" and, collectively, the "Cure Costs") would be controlling and fixed, notwithstanding anything to the contrary in any Assumed Contract, or any other document, and the contract counterparty to any Assumed Contract shall be deemed to have consented to the Cure Costs set forth in the Cure Notices.

W. Adequate Assurance of Future Performance. Pursuant to _____, contract counterparties to Assumed Contracts were also required to file any objections to Purchaser's ability to provide adequate assurance of future performance as contemplated under sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(1) of the Bankruptcy Code ("Adequate Assurance Objections"), by no later than _____ __, 2018 at 5:00 p.m. (ET). Contract counterparties to Assumed Contracts that failed to timely file an Adequate Assurance Objection are forever barred from objecting to the assumption and assignment of contracts on the grounds of a failure to provide adequate assurance of future performance. Based on evidence adduced at the hearing and based on the record in these chapter 11 cases, to the extent necessary, Sellers have satisfied the requirements of section 365 of the Bankruptcy Code, including sections 365(b)(1)(A), 365(b)(1)(B), 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f) of the Bankruptcy Code, in connection with the sale and assumption and assignment of the Assumed Contracts to the extent provided under the Asset Purchase Agreement and: (1) Sellers have

cured any default existing prior to the date hereof under any of the Assumed Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, (2) Sellers have provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assumed Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, (3) Purchaser has provided adequate assurance of future performance of and under the Assumed Contracts, within the meaning of sections 365(b)(1), 365(b)(3) (to the extent applicable) and 365(f)(2) of the Bankruptcy Code based on the *Declaration of _____ In Support of Sale of Assets to UltraV Holdings, LLC* [Docket No. [●]], and the other evidence adduced at the Sale Hearing.

X. Consummation is Legal, Valid and Authorized. The consummation of the Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including sections 105(a), 363(b), 363(f), 363(m), 365(b), and 365(f) of the Bankruptcy Code and all of the applicable requirements of such sections have been complied with in respect of the Sale.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The relief requested in the Motion is granted as set forth herein.

2. Any and all objections and responses to the Motion, the entry of this Sale Order or the relief granted herein that have not been withdrawn, waived, settled, or resolved, and all reservations of rights included therein, are hereby overruled and denied on the merits.

3. Notice of the Motion, the Sale Hearing, and the Sale was fair and reasonable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

Approval of the Sale of the Assets

4. The Asset Purchase Agreement, and all other ancillary documents, and all of the terms and conditions thereof, and the Sale contemplated thereby, are hereby approved in all respects.

5. Pursuant to sections 363 and 365 of the Bankruptcy Code, entry by the Debtors into the Asset Purchase Agreement is hereby authorized and approved as a valid exercise of the Debtors' business judgment. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors are authorized to perform under the Asset Purchase Agreement without further order of this Court. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors, acting by and through their existing agents, representatives and officers, are authorized and empowered, without further order of this Court, to take any and all actions necessary or appropriate to: (a) consummate and close the Sale pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement; (b) transfer and assign all right, title, and interest to all assets, property, licenses, and rights to be conveyed in accordance with the terms and conditions of the Asset Purchase Agreement; and (c) execute and deliver, perform under, consummate, and implement the Asset Purchase Agreement and all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement and the Sale, including any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Asset Purchase Agreement and such other ancillary documents. Neither Purchaser nor Debtors shall have any obligation to proceed with a Closing under the Asset Purchase Agreement until all conditions precedent to its obligations to do so have been met, satisfied, or waived.

6. This Sale Order shall be binding in all respects upon the Debtors, their estates, all creditors, all holders of equity interests in the Debtors, all holders of any Interests or

Claims (whether known or unknown) against any Debtor, any holders of Interests or Claims against or on all or any portion of the Purchased Assets, all counterparties to any executory contract or unexpired lease of the Debtors, Purchaser and all successors and assigns of Purchaser, and any trustees, examiners, or other fiduciary under any section of the Bankruptcy Code, if any, subsequently appointed in any of the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code of the Debtors' cases. The terms and provisions of the Asset Purchase Agreement and this Sale Order shall inure to the benefit of the Debtors, their estates, and their creditors, Purchaser, and its successors and assigns, and any other affected third parties, including all persons asserting any Interests or Claims in the Purchased Assets to be sold to Purchaser pursuant to the Asset Purchase Agreement, notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee(s), party, entity, or other fiduciary such terms and provisions likewise shall be binding.

Sale and Transfer of Assets

7. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, upon the Closing Date and pursuant to and except as otherwise set forth in the Asset Purchase Agreement, the Purchased Assets shall be transferred to Purchaser free and clear of all liens, claims and encumbrances, (collectively, "Interests" or "Claims"), with all such Interests or Claims to attach to the cash proceeds of the Sale in the order of their priority, with the same validity, force, and effect that they now have as against the Purchased Assets, subject to any claims and defenses the Debtors may possess with respect thereto. Those holders of Interests or Claims who did not object (or who ultimately withdrew their objections, if any) to the Sale are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Interests or Claims who did object that have an interest in the Purchased Assets could be

compelled in a legal or equitable proceeding to accept money satisfaction of such Claim pursuant to section 363(f)(5) or fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are therefore adequately protected by having their Claims that constitute interests in the Assets, if any, attach solely to the proceeds of the Sale ultimately attributable to the property in which they have an interest, in the same order of priority and with the same validity, force and effect that such holders had prior to the Sale, subject to any defenses of the Debtors.

8. The sale of certain Avoidance Actions pursuant to the Asset Purchase Agreement is hereby approved. To the extent any such Avoidance Action is not assignable to Purchaser or any of its designees, assignees, and/or successors, the Debtors, and any chapter 11 or chapter 7 trustee (or any other designee) of the Debtors and their estates, shall be prohibited from bringing any such Avoidance Actions.

9. On the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Purchased Assets or a bill of sale transferring good and marketable title in such Purchased Assets to Purchaser pursuant to the terms and allocations set forth in the Asset Purchase Agreement. For the avoidance of doubt, the Excluded Assets set forth in the Asset Purchase Agreement are not included in the Purchased Assets, and the Excluded Liabilities set forth in the Asset Purchase Agreement are not Assumed Liabilities.

10. All persons are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Purchased Assets to Purchaser in accordance with the Asset Purchase Agreement and this Sale Order; *provided*,

however, that the Debtors shall not be responsible for any defense or other costs associated with the enforcement of the foregoing.

11. At the Closing and pursuant to the Asset Purchase Agreement, Purchaser shall pay the cash portion of the Purchase Price by wire transfer into an account to be designated by the Debtors, without any other setoff, deduction, escrows or reserves of any kind.

12. Subject to the terms and conditions of this Sale Order, the transfer of Purchased Assets to Purchaser pursuant to the Asset Purchase Agreement and the consummation of the Sale and any related actions contemplated thereby do not require any consents other than as specifically provided for in the Asset Purchase Agreement, constitute a legal, valid, and effective transfer of the Purchased Assets, and shall vest Purchaser with right, title, and interest of Sellers in and to the Purchased Assets as set forth in the Asset Purchase Agreement, as applicable, free and clear of all Interests or Claims of any kind or nature whatsoever (except Assumed Liabilities).

13. To the maximum extent permitted under applicable law, Purchaser, to the extent provided by the Asset Purchase Agreement, shall be authorized, as of each the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of Debtors constituting Purchased Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to Purchaser as of the Closing Date as provided by the Asset Purchase Agreement. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any grant, permit, or license relating to the operation of the Purchased Assets sold, transferred, assigned, or conveyed to Purchaser on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale. Each and every federal,

state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Sale set forth in the Asset Purchase Agreement. This Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office.

14. All entities that are presently, or on the Closing Date may be, in possession of some or all of the Purchased Assets to be sold, transferred, or conveyed (wherever located) to Purchaser pursuant to the Asset Purchase Agreement are hereby directed to surrender possession of the Purchased Assets to Purchaser on the Closing Date.

15. Upon consummation of the Sale set forth in the Asset Purchase Agreement, if any person or entity (other than a person or entity holding an Assumed Liability) that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Interests or Claims against or in the Purchased Assets shall not have delivered to the Debtors prior to the applicable Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfactions, releases of all Interests or Claims that the person or entity has with respect to the Purchased Assets (unless otherwise assumed under, or permitted by, the Asset Purchase Agreement), or otherwise, then (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Purchased Assets and (b) Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests or Claims in the Purchased Assets of any kind or nature (except Assumed Liabilities); *provided* that, notwithstanding anything in this Sale

Order or the Asset Purchase Agreement to the contrary, the provisions of this Sale Order shall be self-executing, and neither the Debtors nor Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order. For the avoidance of doubt, upon consummation of the Sale as set forth in the Asset Purchase Agreement, Purchaser is authorized to file termination statements, lien terminations, or other amendments in any required jurisdiction to remove and record, notice filings or financing statements recorded to attach, perfect, or otherwise notice any lien or encumbrance that is extinguished or otherwise released pursuant to this Sale Order under section 363 and the related provisions of the Bankruptcy Code.

16. Except to the extent included in Assumed Liabilities or to enforce the Asset Purchase Agreement, all entities arising under or out of, in connection with, or in any way relating to, the Purchased Assets or the transfer of the Purchased Assets to Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting any Interests or Claims relating to the Purchased Assets or the transfer of the Purchased Assets against Purchaser, or the Purchased Assets including, without limitation, taking any of the following actions with respect to or based on any Interest or Claim relating to the Purchased Assets or the transfer of the Purchased Assets (other than Assumed Liabilities): (a) commencing or continuing in any manner any action or other proceeding against Purchaser, its successors or assigns, assets or properties; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order against Purchaser, its successors or assigns, assets, or properties; (c) creating, perfecting, or enforcing any Interest or Claims against Purchaser, its successors or assigns, assets or properties; (d) asserting an Interest or Claim as a setoff, right of subrogation or recoupment of any kind against any obligation due Purchaser or its successors or assigns; (e) commencing or continuing

any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Sale Order or the agreements or actions contemplated or taken in respect thereof; (f) interfering with, preventing, restricting, prohibiting or otherwise enjoining the consummation of the Sale. No such persons shall assert or pursue against Purchaser or its successors or assigns any such Interest or Claim.

17. Except as otherwise set forth in the Asset Purchase Agreement, the transfer of the Purchased Assets and the Assumed Contracts to Purchaser under the Asset Purchase Agreement shall not result in (i) Purchaser and its respective successors, assigns, members, partners, principals and shareholders (or equivalent), or the Purchased Assets, having any liability or responsibility for any claim against the Debtors or against an insider of the Debtors, (ii) Purchaser and its successors, assigns, members, partners, principals and shareholders (or equivalent), or the Purchased Assets, having any liability whatsoever with respect to or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any Interests or Claims or Excluded Liability or (iii) Purchaser and its successors, assigns, members, partners, principals and shareholders (or equivalent), or the Purchased Assets, having any liability or responsibility to the Debtors except as is expressly set forth in the Asset Purchase Agreement.

18. As of and after the Closing: (a) each of the Debtors' creditors is hereby authorized and directed to execute such documents and take all other actions as may be necessary to release its Interests or Claims in the Purchased Assets (if any) as such Interests or Claims may have been recorded or may otherwise exist; and (b) any Purchased Asset that may be subject to a statutory or mechanic's lien shall be turned over and such liens shall attach to the proceeds of the Sale in the same priority they currently enjoy with respect to the Assets.

Assumption and Assignment

19. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the occurrence of the applicable Closing Date, Debtors' assumption and assignment to Purchaser, and Purchaser's assumption on the terms set forth in the Asset Purchase Agreement of the Assumed Contracts is hereby approved in its entirety, and the requirements of section 365 of the Bankruptcy Code with respect thereto are hereby deemed satisfied. The Debtors are hereby authorized in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to assume and assign to Purchaser, effective upon the Closing Date of the sale of the Purchased Assets, the Assumed Contracts free and clear of all Interests or Claims of any kind or nature whatsoever (except Assumed Liabilities) and execute and deliver to Purchaser such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts to Purchaser.

20. Upon the Closing Date, in accordance with sections 363 and 365 of the Bankruptcy Code, Purchaser shall be fully and irrevocably vested in all right, title, and interest of each Assumed Contract. The Debtors shall cooperate with, and take all actions reasonably requested by, Purchaser to effectuate the foregoing, as further provided in the Asset Purchase Agreement.

21. The Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, Purchaser in accordance with their respective terms, notwithstanding any provision in any such Assumed Contract that is assumed and assigned to Purchaser pursuant to the Asset Purchase Agreement (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer, or requires any counterparty to consent to assignment.

22. Purchaser has provided adequate assurance of future performance for the Assumed Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

23. No Cure Objections were timely filed with respect to the Assumed Contracts listed on **Exhibit A** attached hereto. The Cure Costs for the contracts listed on **Exhibit A** are hereby fixed at the amounts set forth in the Cure Notice, and the contract counterparties to such Assumed Contracts are forever bound by such Cure Costs. Pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, Purchaser shall pay to the applicable contract counterparty the Cure Costs relating to any Assumed Contracts on **Exhibit A** on the applicable Closing Date. Upon payment of such Cure Costs as provided for herein, the contract counterparties to such Assumed Contracts are hereby enjoined from taking any action against Purchaser or the Assets with respect to any claim for cure.

24. Cure Objections were timely filed with respect to the contracts listed on **Exhibit B** attached hereto. To the extent not resolved prior to entry of this Sale Order, the resolution of the Cure Objection for all contracts listed on **Exhibit B** shall be adjourned until the next omnibus hearing in these chapter 11 cases that is no later than thirty (30) days after the entry of this Sale Order (or such other date agreed to by the Debtors and the applicable contract counterparties). Upon resolution the Cure Objection (whether by Court order or consent of the Seller and contract counterparty) for each contract listed on **Exhibit B**, (i) such contract shall be treated as an Assumed Contract under this Order; (ii) the cure cost for such Assumed Contract is fixed in accordance with this paragraph and shall constitute the "Cure Cost" for all purposes under this Order; (iii) pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, Purchaser shall pay to the applicable contract counterparty the Cure Costs, as determined in

accordance with this paragraph, within seven (7) business days after the Cure Objection is resolved; and (iv) upon payment of such Cure Costs as provided for herein, the applicable contract counterparties are hereby enjoined from taking any action against Purchaser or the Assets with respect to any claim for Cure Costs. Notwithstanding the foregoing, if the Cure Cost with respect to any Assumed Contract is higher than the amount set forth in the Cure Notice, Purchaser shall have the right to delete such contract from the list of Assumed Contracts, in which case such contract shall not be assumed and assigned to Purchaser.

25. The payment of the applicable Cure Costs (if any) shall effect a cure of all defaults existing as of the date that the applicable Assumed Contracts are assumed and shall compensate for any actual pecuniary loss to such contract counterparty resulting from such default.

26. Purchaser shall have assumed the Assumed Contracts, and pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Debtors of such Assumed Contracts shall not be a default thereunder. After the payment of the relevant Cure Costs as provided for herein, neither the Debtors nor Purchaser shall have any further liabilities to the contract counterparties to the Assumed Contracts, other than Purchaser's obligations under the Assumed Contracts that accrue and become due and payable on or after the date that such Assumed Contracts are assumed.

27. Any provision in any Assumed Contract that prohibits or conditions the assignment of such Assumed Contracts or allows the party to such Assumed Contracts to terminate, recapture, impose any penalty or condition on renewal or extension, purport to require the consent of any counterparty, or modify any term or condition upon the assignment of such Assumed Contracts constitute unenforceable anti-assignment provisions that are void and of no

force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to Purchaser of the Assumed Contracts have been satisfied.

28. Any party having the right to consent to the assumption or assignment of any Assumed Contracts that failed to object to such assumption or assignment is deemed to have consented to such assumption and assignment as required by section 365(c) of the Bankruptcy Code.

29. Purchaser shall be deemed to be substituted for the Debtors as a party to the applicable Assumed Contracts and the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assumed Contracts.

30. All counterparties to the Assumed Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of Purchaser, and shall not charge Purchaser for, any instruments, applications, consents, or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the Sale.

31. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, all counterparties to the Assumed Contracts are forever barred and permanently enjoined from raising or asserting against the Debtors or Purchaser any assignment fee, rent acceleration, rent increase on account of assignment, default, breach, claim, pecuniary loss, or condition to assignment, arising under or related to the Assumed Contracts, existing as of the date that such Assumed Contracts are assumed or arising by reason of the applicable Closing.

32. Neither Purchaser nor any successor of Purchaser shall be responsible for or have any Interests or Claims or obligations arising out of any of the contracts, agreements, or understandings that are not Assumed Contracts after the Closing.

33. Notwithstanding anything to the contrary in this Sale Order, with respect to each Assumed Contract, from and after the Closing Date, Purchaser shall have both the benefits and the burdens under such Assumed Contract as of such Closing Date, including those burdens which have accrued as of the Closing Date but are not yet due under the terms of such Assumed Contract (and thus are not payable as a Cure Cost pursuant to section 365(b)(1)(A).

Additional Provisions

34. Bulk Transfer Laws. Each Seller and Purchaser hereby waive, and shall be deemed to waive, any requirement of compliance with, and any claims related to non-compliance with, the provisions of any bulk sales, bulk transfer, or similar law of any jurisdiction that may be applicable.

35. Non-Interference. Following the Closing, no holder of an Interest or Claim in or against the Debtors or the Purchased Assets shall interfere with Purchaser's title to or use and enjoyment of the Purchased Assets based on or related to such Interest or Claim or any actions that the Debtors may take in these chapter 11 cases or any successor cases.

36. Authorization. The Debtors, including their respective officers, employees and agents, are hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the Asset Purchase Agreement and this Sale Order. The Debtors shall be, and they hereby are, authorized to take all such actions as may be necessary to effectuate the terms of this Sale Order and the relief granted pursuant to this Sale Order.

37. Good Faith. The Sale contemplated by the Asset Purchase Agreement is undertaken by Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including the assumption and assignment of the Assumed Contracts by Purchaser and the sale free and clear of all Interests or Claims (other than Assumed Liabilities)), unless such authorization and consummation of such Sale are duly stayed pending such appeal. Purchaser is a good-faith Purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code. As a good-faith purchaser of the Purchased Assets, Purchaser has not colluded with any of the other bidders, potential bidders, or any other parties interested in the Purchased Assets, and therefore neither the Debtors nor any successor in interest to the Debtors' estates nor any other party in interest shall be entitled to bring an action against Purchaser or any if its Affiliates, and the sale of the Purchased Assets may not be avoided pursuant to section 363(n) of the Bankruptcy Code.

38. Cooperation. From time to time, as and when requested by any party, each party to the Asset Purchase Agreement shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the Sale, including such actions as may be necessary to vest, perfect or confirm, of record or otherwise, in Purchaser its right, title and interest in and to the Purchased Assets.

39. Reorganization Plan. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in these chapter 11 cases, any subsequent chapter 7 or chapter 11 case of the Debtors, or any related proceeding subsequent to entry of this

Sale Order, shall conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Sale Order. The failure specifically to include any particular provisions of the Asset Purchase Agreement including any of the documents, agreements, or instruments executed in connection therewith in this Sale Order shall not diminish or impair the efficacy of such provision, document, agreement, or instrument, it being the intent of this Court that the Asset Purchase Agreement and each such document, agreement or instrument be authorized and approved in its entirety.

40. Computations of Time-Periods. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

41. Sale Order Governs In Event of Inconsistencies. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion in these chapter 11 cases, the terms of this Sale Order shall govern. To the extent there are any inconsistencies between the terms of this Sale Order and the Asset Purchase Agreement (including all ancillary documents executed in connection therewith), the terms of this Sale Order shall govern.

42. Modifications. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court.

43. Non-Severability. The provisions of this Sale Order are nonseverable and mutually dependent.

44. No Stay. Notwithstanding the provisions of Bankruptcy Rules 6004(h), 6006(d) or 7062 or any applicable provisions of the Local Bankruptcy Rules, this Sale Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately

upon entry, and the fourteen (14) day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply.

45. Retention of Jurisdiction. This Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Asset Purchase Agreement, all amendments thereto, any waivers and consents thereunder and of each of the agreements executed in connection therewith to which the Debtors are a party or which have been assigned by the Debtors to Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale.

Dated: _____ ___, 2018
New York, New York

The Honorable Michael E. Wiles
United States Bankruptcy Judge

EXHIBIT A
TO
SALE ORDER

Assumed Contracts Not Subject to Cure Objection

EXHIBIT B
TO
SALE ORDER

Assumed Contracts Subject to Cure Objection

EXHIBIT B

APA

ASSET PURCHASE AGREEMENT

among

RELATIVITY MEDIA, LLC

THE OTHER SELLERS NAMED THEREIN

and

ULTRAV HOLDINGS LLC

Dated as of May 17, 2018

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of May 17, 2018, among the entity identified on the signature page as "Purchaser" ("Purchaser"), Relativity Media, LLC (the "Company"), and each of the Company's subsidiaries listed on the signature page hereto (together with the Company, each, a "Seller" and, collectively, "Sellers").

RECITALS:

A. Sellers are debtors and debtors in possession under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code") as a result of each filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code on May 3, 2018 (the "Petition Date") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), where Sellers' bankruptcy cases are jointly administered under Case No. 18-11358 (collectively, the "Bankruptcy Cases").

B. Sellers are engaged in each of the global media and entertainment business (such businesses, the "Business").

NOW, THEREFORE, the parties hereby agree as follows:

I. DEFINITIONS

1.1 Certain Definitions. For purposes of this Agreement, the following terms, when used in this Agreement with initial capital letters, have the meanings specified in this Section 1.1 or in other Sections of this Agreement identified in Section 1.2:

"Accounts Payable" means all accounts payable and accrued expenses to the extent arising in the Ordinary Course of Business on or after the Petition Date in accordance with the Approved Budget whether payable in cash or accruing and not Paid before the Closing Date.

"Affiliate" means with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

"AFM" means the American Federation of Musicians.

"AFM Assumption Agreement" means an assumption agreement, effective upon the Closing, in the standard form found in the collective bargaining agreement of the American Federation of Musicians applicable to each Covered Picture, which obligates Purchaser for all obligations thereunder that accrue after the Closing.

"Alternate Bidder" means any Person or Entity that proposes a Competing Transaction.

"Approved Budget" has the meaning set forth in the DIP Loan Agreement.

"Assumed Contracts" means all Business Contracts that are executory Contracts that are capable of being assumed and assigned pursuant to section 365 of the Bankruptcy Code.

"Available Contracts" means all Contracts of Sellers used or held for use in or related to the Business that are unexpired as of the Closing Date.

"Business Contracts" means all Contracts of Sellers used or held for use in or related to the Business that are unexpired as of the Closing Date and have not been rejected (or the subject of a pending rejection motion) by Sellers or designated as Excluded Assets on Schedule 2.2(d).

"Business Day" means any day of the year on which banking institutions in New York City are open to the public for conducting business and are not required or authorized to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Competing Transaction" means any of the following, other than the transactions contemplated by this Agreement (the "Proposed Transaction"): (a) a plan of reorganization, a plan of liquidation or other financial and/or corporate restructuring of any Seller that substantially prohibits or impairs the Proposed Transaction; (b) the sale or disposition by Sellers of all or a material portion of the outstanding equity interests of any Seller or the sale or disposition of all or a material portion of the Purchased Assets, in either case which substantially prohibits or impairs the Proposed Transaction, including a transaction that is the result of a successful bid by an Alternate Bidder; (c) a merger, consolidation, business combination, liquidation or recapitalization of any or all Sellers that substantially prohibits or impairs the Proposed Transaction; or (d) any similar transaction involving any or all Sellers.

"Contract" means any contract, indenture, note, bond, lease or other agreement, whether written or oral.

"Covered Pictures" means any motion picture or film of the Sellers that were produced subject to collective bargaining agreements with or on behalf of one or more Guilds, FMSMF, AFM or Equity (UK) which are to be transferred to the Purchaser under this Agreement.

"Designation Cost Overage" has the meaning set forth in Section 2.7(c).

"Designation Right Budget" has the meaning set forth in Section 2.7(c).

"Designation Right Contract" has the meaning set forth in Section 2.7(c).

"Designation Rights Period" means the period commencing on the date the Sale Order is entered by the Bankruptcy Court and ending sixty days after the Closing Date.

"DIP Loan Agreement" means that Debtor-in-Possession Revolving Loan Promissory DIP Note, dated May 9, 2018 by and between (x) Relativity Media, LLC, a California limited liability corporation, as borrower, (y) Relativity Holdings LLC, a Delaware limited liability company and any of its subsidiary Debtors as a guarantor, and (z) UltraV Holdings LLC, a Delaware limited liability company, as lender, as the same may be amended, amended and restated, modified or supplemented from time to time.

"Documents" means all files, documents, books, records, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans and other similar materials used or held for use in or related to the Business or the Purchased Assets, in each case whether or not in electronic form.

"Employees" means all individuals who are employed by Sellers in the Business on the Closing Date.

"Equipment" means all equipment, furniture, furnishings, on-site vehicles, leasehold improvements and other tangible personal property owned by Sellers and used or held for use in the Business.

"Equity (UK)" means Equity of Guild House.

"Equity (UK) Assumption Agreement" means an assumption agreement, effective upon the Closing, in the standard form found in the collective bargaining agreement of Equity (UK) applicable to each Covered Picture, which obligates Purchaser for all obligations thereunder that accrue after the Closing.

"Excluded Matter" means the effect of: (i) any change in the United States or foreign economies or financial markets in general; (ii) any change that generally affects the businesses in which Sellers generally compete; (iii) any change arising in connection with earthquakes, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions existing or underway as of the date of this Agreement; (iv) any change in applicable Laws or accounting rules; (v) any actions taken or proposed to be taken by Purchaser or any of its Affiliates with respect to the Proposed Transaction or Sellers; (vi) the public announcement or other disclosure of this Agreement or the Proposed Transaction, compliance with terms of this Agreement or the consummation of the Proposed Transaction; or (vii) the filing of the Bankruptcy Cases, including Sellers' inability to pay certain obligations as a result of the filing of the Bankruptcy Cases; provided, however, such effects set forth in the foregoing clauses (i), (ii), (iii) or (iv) shall be taken into account in determining whether any Seller Material Adverse Effect has occurred to the extent that any such effects have, or would reasonably be expected to have, a materially disproportionate effect on the Business (excluding the Excluded Assets and the Excluded Liabilities) relative to other participants operating in the businesses in which Sellers generally compete.

"Final Order" means Order (a) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing, motion for reconsideration or motion for new trial has been timely filed or, if any of

the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all material respects without the possibility for further appeal or rehearing thereon; and (b) as to which the time for instituting or filing an appeal, motion for rehearing, motion for reconsideration or motion for new trial shall have expired; provided, however, that even if an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing, motion for reconsideration or motion for new trial are timely filed, an Order will be deemed a Final Order if it provides that it is effective immediately upon entry on the Bankruptcy Court's docket and not subject to any stay notwithstanding the provisions of Federal Rule of Bankruptcy Procedure 6004(h), 6006(d), 7062 and Federal Rule of Civil Procedures 62, and that no stay pending appeal has been obtained.

"FMSMF" means Film Musicians Secondary Markets Fund, which operates pursuant to American Federation of Musicians collective bargaining agreements, to collect and distribute residuals under the collective bargaining agreements.

"GAAP" means generally accepted accounting principles in the United States, consistently applied throughout the specified period and the immediately prior comparable period.

"Governmental Body" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Guild Assumption Agreement" means an assumption agreement, effective upon the Closing, in the standard form found in the collective bargaining agreement of each Guild applicable to each Covered Picture, which obligates Purchaser for all obligations thereunder that accrue after the Closing.

"Guild Closing Items" means the Guild Release and the Guild Assumption Agreements.

"Guild Release" means the Settlement and Release Agreement, in a form to be agreed upon, by which applicable Guilds will release Sellers in connection with Pre-Existing Guild Claims payable by Purchaser pursuant to this Agreement.

"Guilds" means the Writers Guild of America West, Inc., for itself and its affiliate Writers Guild of America East, Inc. (collectively, "WGA"), the Screen Actors Guild-American Federation of Television and Radio Artists ("SAG-AFTRA"), the Directors Guild of America, Inc. (the "DGA") and their respective pension and health plans, as well as the Motion Picture Industry Pension and Health Plans ("MPIPHP").

"Indebtedness" of any Person means, without duplication: (i) the principal of and premium (if any) in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the Ordinary Course of

Business); (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (v) all obligations of the type referred to in clauses (i) through (iv) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (vi) all obligations of the type referred to in clauses (i) through (v) of other Persons secured by any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person).

"Intellectual Property" means all worldwide intellectual property and rights, title and interests arising from or in respect of the following: all (i) inventions, discoveries, industrial designs, utility models, business methods, patents and patent applications (including provisional and Patent Cooperation Treaty applications), including continuations, divisionals, continuations-in-part, reexaminations and reissues, extensions, renewals and any patents that may be issued with respect to the foregoing (collectively, "Patents"); (ii) trademarks, service marks, certification marks, collective marks, trade names, business names, slogans, acronyms, forms of advertisement, assumed names, d/b/a's, fictitious names, brand names, trade dress, logos, designs, devices, signs, symbols, design rights including product design, configuration and packaging rights, internet domain names, user names, screen names, internet and mobile account names, icons, symbols or designations, corporate names, and general intangibles of a like nature and other indicia of identity, origin or quality, whether registered, unregistered or arising by Law, and all applications, registrations, and renewals for any of the foregoing, together with the goodwill associated with and symbolized by each of the foregoing (collectively, "Trademarks"); (iii) published and unpublished works of authorship in any medium, whether copyrightable or not, whether in final form or not, in all media now known or hereafter created, including writings, graphics, artworks, photographs, compositions, sound recordings, motion pictures and audiovisual works, databases and other compilations of information, computer software, mobile and internet applications and content, source code, object code, algorithms, and other similar materials, all packaging, advertising and promotional materials related to the products, and all copyrights and moral rights, to the fullest extent assignable or waivable, therein and thereto, and registrations and applications therefor, and all issuances, renewals, extensions, restorations and reversions thereof (collectively, "Copyrights"); and (iv) confidential and proprietary information, trade secrets, and know-how, including methods, processes, business plans, strategy, marketing data, marketing studies, advertisements, schematics, concepts, software and databases (including source code, object code and algorithms), formulae, recipes, drawings, prototypes, models, designs, devices, technology, research and development and customer information and lists (collectively, "Trade Secrets"), together with all rights of action for past, present and future infringement of any of the foregoing Intellectual Property and the right to receive all proceeds and damages therefrom.

"IRS" means the Internal Revenue Service.

"Knowledge of Sellers" means the actual knowledge of those officers and employees of Sellers identified on Schedule 1.1(a). Purchaser acknowledges and agrees that none of those officers or employees of Sellers identified on Schedule 1.1(a) shall have any liability to Purchaser as a result of being so identified.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation or common law requirement.

"Legal Proceeding" means any judicial, administrative or arbitral actions, suits, proceedings (public or private) or claims or any proceedings by or before a Governmental Body.

"Liability" means any debt, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due), and including all costs and expenses relating thereto.

"Lien" as applied to any Person means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, proxy, voting trust or agreement, transfer restriction under any shareholder or similar agreement or encumbrance or any other right of a third party in respect of an asset of such Person.

"Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body.

"Ordinary Course of Business" means the ordinary and usual course of normal day-to-day operations of the Business through the date of this Agreement consistent with past practice and, from and after the Petition Date through the Closing, the Approved Budget, subject to permitted variances.

"Paid" means that a Liability has been paid, a check issued against good funds has been dispatched or other provision has been made for the discharge of such Liability, in each case, as to Accounts Payable, prior to the Closing Date.

"Permits" means any approvals, authorizations, consents, licenses, permits or certificates of a Governmental Body.

"Permitted Exceptions" means: (i) statutory Liens for current Taxes, assessments or other governmental charges not yet delinquent; (ii) mechanics', carriers', workers', repairers' and similar Liens arising or incurred in the Ordinary Course of Business; (iii) zoning, entitlement and other land use and environmental regulations by any Governmental Body (provided that such regulations have not been violated in any material respect and in the aggregate do not and will not materially interfere with the use and operation of the property or assets to which they relate in the manner and for the purposes heretofore used by Sellers); (iv) title of a lessor under a capital or operating lease; (v) any other imperfections in title, charges, easements, restrictions and encumbrances that do not materially affect the value or use of the affected asset; (vi) Liens for Taxes that constitute Assumed Liabilities; (vii) Liens that will be released by the Sale Order; (viii) Pre-Existing Guild Liens; and (ix) Liens listed on Schedule 1.1(b).

"Person" means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

"Post-Closing AFM Claims" means any and all claims by the AFM in connection with obligations arising under each AFM Assumption Agreement executed and delivered by Purchaser for all obligations thereunder that accrue after the Closing.

"Post-Closing Equity (UK) Claims" means any and all claims by Equity (UK) in connection with obligations arising under each Equity (UK) Assumption Agreement executed and delivered by Purchaser after the Closing.

"Post-Closing FMSMF Claims" means any and all claims by FMSMF in connection with obligations arising under each AFM Assumption Agreement executed and delivered by Purchaser after the Closing.

"Post-Closing Guild Claims" means any and all claims by each Guild in connection with obligations arising under each Guild Assumption Agreement executed and delivered by Purchaser after the Closing.

"Pre-Existing Guild Claims" means any and all claims by each Guild against the Sellers, whether or not secured, that relate to the Covered Pictures and that are accrued but unpaid as of the Closing.

"Pre-Existing Guild Liens" means any and all validly-perfected, duly-enforceable liens and security interests held by one or more Guilds in any of the Covered Pictures prior to the Closing.

"Promissory Note" means that certain Secured Promissory Note, due April 12, 2018 made by and the Company and currently payable to the Purchaser, dated as of April 12, 2016, as amended.

"Purchased Contracts" means all Business Contracts that are not Assumed Contracts.

"Purchased Intellectual Property" means all of the following: (i) the Purchased Trademarks; (ii) the Purchased Copyrights; (iii) all Patents and Trade Secrets owned by Sellers in whole or in part to the extent such Patents or Trade Secrets are used or held for use in connection with or related to the operation or conduct of the Business (the "Purchased Other IP"); (iv) all licenses granted to the Purchased Trademarks, the Purchased Copyrights or the Purchased Other IP; (v) all licenses for use of Intellectual Property owned by others to the extent such licensed Intellectual Property is used or held for use in connection with or related to the operation or conduct of the Business; (vi) all Intellectual Property of Sellers related to any asset identified on Schedule 2.1(b); and (vii) all rights of action for past, present and future infringements of any of the foregoing and the right to receive all proceeds and damages therefrom.

"Purchased Copyrights" means the Copyrights used or held for use in connection with or related to the operation or conduct of the Business, including those listed on Schedule 1.1(c) but specifically excluding Copyrights specified as Excluded Assets.

"Purchased Trademarks" means the Trademarks used or held for use in connection with or related to the operation or conduct of the Business, including those listed on Schedule 1.1(c) but specifically excluding Trademarks specified as Excluded Assets.

"Purchaser Material Adverse Effect" means a material adverse effect on the ability of Purchaser to consummate the Proposed Transaction.

"Real Property" means the leased real property as to which the applicable Real Property Lease is assumed by Purchaser hereunder.

"Relativity Media 401 (k) Plan" means the Relativity Media, LLC 401 (k) Plan.

"Sale Hearing" means the hearing before the Bankruptcy Court to approve this Agreement or the otherwise highest and best bid(s) for the Purchased Assets.

"Sale Motion" means the motion filed by the Debtors pursuant to sections 363 and 365 of the Bankruptcy Code seeking entry of an order authorizing and approving the sale of the Purchased Assets to Purchaser pursuant to the terms of this Agreement.

"Sale Order" means the order (or orders) of the Bankruptcy Court, in form and substance acceptable to Purchaser and Sellers each in their reasonable discretion, approving this Agreement and all of the terms and conditions of this Agreement and approving and authorizing Sellers to consummate the Proposed Transaction pursuant to sections 363 and 365 of the Bankruptcy Code and providing, among other things, substantially as follows: (i) the Purchased Assets sold to Purchaser (or its designated Affiliate or Affiliates) pursuant to this Agreement will be transferred to Purchaser (or its designated Affiliate or Affiliates) free and clear of all Liens (other than (a) Liens created by Purchaser (or its designated Affiliate or Affiliates), (b) Permitted Exceptions and (c) Liens expressly assumed by Purchaser (or its designated Affiliate or Affiliates) as Assumed Liabilities under this Agreement); (ii) the Assumed Contracts are assumed by Sellers and assigned to Purchaser (or its designated Affiliate or Affiliates) on the terms set forth in this Agreement; (iii) Purchaser has acted in "good faith" within the meaning of section 363(m) or other applicable section of the Bankruptcy Code; (iv) this Agreement was negotiated, proposed and entered into by the parties without collusion, in good faith and from arm's-length bargaining positions; (v) this Agreement and the Proposed Transaction may be specifically enforced against, and not subject to rejection or avoidance by, Sellers or any chapter 7 or chapter 11 trustee of Sellers; and (vi) the Closing will occur in accordance with the terms and conditions of this Agreement.

"Seller Material Adverse Effect" means any event, occurrence, change, condition, circumstance, development or effect (regardless of whether such event, occurrence, change, condition, circumstance, development or effect constitutes a breach of any representation, warranty or covenant of Sellers hereunder) which has had or would reasonably be expected, individually or in the aggregate, (i) to have a material and adverse effect on, or result in a material and adverse change in or to the Business or its results of operations or financial condition or (ii) materially impair the ability of Sellers to consummate the Proposed Transaction or perform their obligations under this Agreement, other than in the case of clause (i) an effect or change resulting from an Excluded Matter.

"Tax Authority" means any Governmental Body or employee thereof charged with the administration of any Law relating to Taxes.

"Tax Return" means all returns, declarations, reports, estimates, information returns and statements required to be filed in respect of any Taxes (including any attachments thereto or amendments thereof and all supporting work papers relating to any of the foregoing).

"Taxes" means: (i) all federal, state, local or foreign taxes, charges or other assessments, including all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes; (ii) any item described in clause (i) for which a taxpayer is liable as a transferee or successor, by reason of being a member of an affiliated, consolidated, combined or unitary group or the regulations under Section 1502 of the Code, or by contract, indemnity or otherwise; and (iii) all interest, penalties, fines, additions to tax or additional amounts imposed by any Tax Authority in connection with any item described in clause (i) or (ii).

1.2 Terms Defined Elsewhere in this Agreement. For purposes of this Agreement, the following terms have meanings set forth in the sections indicated:

Term	Section
2017 Financial Statements	5.5
Agreement	Preamble
Allocation Notice of Objection	11.2(a)
Assumed Liabilities	2.3
Bankruptcy Cases	Recitals
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Business	Recitals
Chapter 11 Deposits	2.2(c)
Closing	4.1
Closing Date	4.1
Company	Preamble
Copyrights	1.1 ("Intellectual Property")
Credit Bid Consideration	3.1(a)
Cure Amounts	2.6
Deposits	2.1(b)(i)
Excluded Assets	2.2
Excluded Liabilities	2.5
Expense Reimbursement	7.2
Final Allocation Statement	11.2(a)
Financial Statements	5.5
Interim Financial Statements	5.5
Multiemployer Plan	5.13(a)
Necessary Consent	2.7(a)
Patents	1.1 ("Intellectual Property")

Term	Section
Periodic Non-Income Taxes	11.3(a)
Petition Date	Recitals
Pre-Closing Straddle Period	11.3(b)
Proposed Allocation Statement	11.2(a)
Proposed Transaction	1.1 ("Competing Transaction")
Purchase Price	3.1
Purchased Assets	2.1(b)
Purchaser	Preamble
Real Property Lease	5.6
Referee	2.4(e)(iii)
Seller or Sellers	Preamble
Straddle Period	11.3(b)
Termination Date	4.4(a)
Trade Secrets	1.1
Trademarks	1.1
Transfer Taxes	11.1
Transferred Employees	9.1

1.3 Other Definitional and Interpretive Matters. (a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation will apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded.

(ii) Dollars. Any reference in this Agreement to $ will mean U.S. dollars.

(iii) Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to in this Agreement are hereby incorporated in and made a part of this Agreement as if set forth in full in this Agreement. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein will be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender will include all genders, and words imparting the singular number only will include the plural and vice versa.

(v) Headings. The division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and will not affect or be utilized in construing or interpreting

this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(vi) Herein. The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Including. The word "including" or any variation thereof means "including, without limitation," and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as jointly drafted by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

II. PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets. (a) On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser will (or will cause its designated Affiliate or Affiliates to) purchase, acquire and accept from Sellers, and Sellers will sell, transfer, convey and deliver to Purchaser (or its designated Affiliate or Affiliates), all of Sellers' right, title and interest in, to and under the Purchased Assets, free and clear of all Liens (other than (i) Liens created by Purchaser (or its designated Affiliate or Affiliates), (ii) Permitted Exceptions and (iii) Liens expressly assumed by Purchaser (or its designated Affiliate or Affiliates) as Assumed Liabilities under this Agreement).

(b) The term "Purchased Assets" means all of Sellers' business, assets, properties, contractual rights, goodwill, going concern value, rights and claims used or held for use in the Business (other than the Excluded Assets) as of the Closing, including:

(i) all deposits (including customer deposits and security deposits for rent, electricity, telephone or otherwise) and prepaid charges and expenses of Sellers to the extent related to the Business, in each case to the extent utilizable by Purchaser as of or after the Closing ("Deposits"), other than Chapter 11 Deposits;

(ii) the Equipment;

(iii) accounts receivable to the extent related to the Business;

(iv) the Purchased Intellectual Property;

(v) (A) the Purchased Contracts set forth on Schedule 2.1(b)(v); (B) all of Sellers' rights under the Assumed Contracts set forth on Schedule 2.1(b)(v) (subject to the treatment for Assumed Contracts provided for

in Section 2.6) and (C) the Designation Right Contracts assumed by Purchaser in accordance with Section 2.7(c)(ii);

(vi) all Documents, including Documents relating to products, services, marketing, advertising, promotional materials, personnel files for Transferred Employees and all files, customer files and documents (including credit information), supplier lists, records, literature and correspondence, but excluding any Documents exclusively related to an Excluded Asset; provided, however, that Sellers may retain copies of all Documents;

(vii) all Permits used or held for use by Sellers in the Business to the extent assignable;

(viii) all goodwill and other intangible assets associated with the Business, including goodwill associated with the Purchased Intellectual Property;

(ix) all rights under or arising out of all insurance policies relating to the Business or the Purchased Assets, unless non-assignable as a matter of Law;

(x) all films, development projects and other assets related thereto of Sellers used or held for use in the Business, including any listed on Schedule 2.1(b)(x);

(xi) all assets of Sellers designated as Purchased Assets on Schedule 2.1(b)(xi); and

(xii) all causes of action related to the Purchased Assets (including avoidance actions, solely to the extent such avoidance actions are against vendors listed on Schedule 2.1(b)(xii)).

2.2 Excluded Assets. Nothing contained in this Agreement will be deemed to constitute an agreement to sell, transfer, assign or convey the Excluded Assets to Purchaser, and Sellers will retain all right, title and interest to, in and under the Excluded Assets. The term "Excluded Assets" means:

(a) all cash (including undeposited checks and uncleared checks) and cash equivalents to the extent not required to pay Accounts Payable;

(b) any minute books, stock ledgers, corporate seals and stock certificates of Sellers, books and records that Sellers are required by Law to retain or reasonably believe they will need in connection with the wind down following the Closing, and Tax Returns of the Sellers; provided, however, that Sellers will deliver to Purchaser at Closing copies of any portions of such retained books and records to the extent related to the Business or any of the Purchased Assets and Sellers and agree to preserve such records in accordance with Section 8.5;

(c) all postpetition adequate assurance deposits provided to utilities and any deposits provided to suppliers or service providers to Sellers on a prepetition or

postpetition basis, or any retainers or other deposits with such professionals (collectively, the "Chapter 11 Deposits");

(d) all films, development projects, Contracts of Sellers used or held for use in or related to the Business and other assets of Sellers that are, in each case, designated as Excluded Assets on Schedule 2.2(d);

(e) refunds, credits and rebates of Taxes that are not related to the Purchased Assets or the Business for any period or portion thereof prior to or ending on the Closing Date; provided, for the avoidance of doubt, Purchased Assets shall not include any refunds, credits or rebates of taxes that constitute collateral for any loan under a Production Loan Agreement;

(f) all rights in or to assets leased by Sellers except to the extent the Liabilities under the associated lease are assumed by Sellers and such lease is assigned to Purchaser;

(g) all employee benefit plans;

(h) any shares of capital stock or other equity interest of any Seller or any subsidiary or investment of the Company or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of such Seller, security or investment; and

(i) all causes of action against current or former directors and officers of Sellers or related to the Excluded Assets, including all avoidance actions, except to the extent such avoidance actions are against vendors listed on Schedule 2.1(b)(xii).

2.3 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser will (or will cause its designated Affiliate or Affiliates to) assume, effective as of the Closing, and will timely perform and discharge in accordance with their respective terms, only the following Liabilities (collectively, the "Assumed Liabilities"):

(a) all Liabilities of Sellers under the Purchased Contracts that arise from and after the Petition Date;

(b) all Liabilities of Sellers under the Assumed Contracts;

(c) any cure amounts that Purchaser is required to pay with respect to Assumed Contracts pursuant to Section 2.6;

(d) all Transfer Taxes;

(e) all Liabilities that Purchaser has agreed to assume, pay or discharge pursuant to this Agreement;

(f) (i) the Pre-Existing Guild Liens, if any and (ii) the applicable Post-Closing Guild Claims, Post-Closing FMSMF Claims, Post-Closing AFM Claims and Post-Closing Equity (UK) Claims concerning those Covered Pictures that are subject to collective bargaining agreements with certain of the Guilds, FMSMF, AFM or Equity (UK), as applicable;

(g) the Accounts Payable; and

(h) those Liabilities of Sellers designated as Assumed Liabilities on Schedule 2.3(h).

2.4 Treatment of Guild Claims.

(a) At the Closing, Purchaser shall execute and deliver assumption agreements with the Guilds in the standard form found in each applicable collective bargaining agreement, by which Purchaser shall agree, for the benefit of each of the Guilds in connection with the Covered Pictures applicable thereto and acquired by Purchaser, (i) to pay required contributions with respect to the Covered Pictures but only such contributions that relate to time periods that occur and monies collected by or credited to Purchaser first accruing after the Closing, and (ii) to observe all other assumed obligations only in connection with the applicable Covered Pictures that relate to monies collected by or credited to Purchaser and time periods after the Closing. Each such assumption agreement shall include a schedule specifying all pictures covered by the corresponding Guilds. In connection with all unproduced written materials subject to a WGA collective bargaining agreement, Purchaser or its designated transferee shall execute a standard-form WGA Literary Material Assumption Agreement.

(b) The applicable Pre-Existing Guild Liens shall be retained as to each applicable Covered Picture purchased by Purchaser to secure performance by Purchaser in connection with Post-Closing Guild Claims with respect to that applicable Covered Picture.

(c) At the Closing, Purchaser shall deliver to the Guilds, or their designee(s):

(i) each applicable Guild Assumption Agreement; and

(ii) the respective Guild Releases.

(d) Upon timely receipt by each Guild, as applicable, of Guild Closing Items, and except as applicable pursuant to each Guild Closing Item: (i) the Guilds shall release the Sellers, the Sellers' bankruptcy estates, and all of their affiliates of all liability in connection with all Pre-Existing Guild Claims; (ii) the Guilds shall release the Sellers, the Sellers' bankruptcy estates, and all of their affiliates of any liability in connection with all Post-Closing Guild Claims; and (iii) the Guilds will have no claim against the Purchased Assets except as applicable through the Guild Closing Items. These releases do not extend to any entity not party to this Agreement and any of their affiliates that is otherwise obligated to pay residuals in connection with rights in Covered Pictures or in Sellers' pictures that are not transferred to Purchaser.

(e) The Guilds shall retain sole discretion concerning allocation of the Guild Payment as between and among each Guild, and as among each of the Covered Pictures.

(f) Purchaser and Sellers will provide the Guilds with reasonably prompt written notice of any designation of rights in motion pictures as Excluded Assets or Purchased Assets, as applicable.

2.5 Excluded Liabilities. Purchaser will not assume and will be deemed not to have assumed, and Sellers will remain liable with respect to, any Liabilities of Sellers other than the Assumed Liabilities (such other Liabilities, the "Excluded Liabilities"), including:

(a) all Liabilities arising out of Excluded Assets;

(b) all Liabilities under the Purchased Contracts that arise before the Petition Date;

(c) all Liabilities of any Seller to Purchaser arising under this Agreement;

(d) all Liabilities for Taxes other than Transfer Taxes;

(e) all Liabilities of Seller and any of its Affiliates arising with respect to any current or former employee, consultant or director (or any beneficiary or dependent thereof) of Seller or its Affiliates including, without limitation, (i) any Liabilities arising with respect to compensation, payments or entitlements, and (ii) any Liabilities arising under, or in respect of, any "employee benefit plan," within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), whether or not subject to ERISA, or any other plan, agreement, arrangement, program or policy (including any employment agreement) providing for compensation, perquisites or fringe benefits, whether taxable or non-taxable, including without limitation, all Liabilities under Title IV of ERISA, under Section 302 of ERISA, under Sections 412 and 4971 of the Code, or as a result of a failure to comply with the continuation coverage requirements of Section 601 et seq. of ERISA and Section 4980B of the Code; and

(f) any Liability arising out of or related to the Purchased Assets or the Business related to facts or actions occurring or accruing prior to the Closing that is not expressly included among the Assumed Liabilities.

2.6 Cure Amounts. Pursuant to section 365 of the Bankruptcy Code, Sellers will, effective as of Closing, assume the Assumed Contracts (to the extent not previously assumed) and assign the Assumed Contracts to Purchaser (or its designated Affiliate or Affiliates), and Purchaser (or its designated Affiliate or Affiliates) will assume all Liabilities pursuant to the Assumed Contracts. Without limitation to the condition set forth in Section 10.1(d), the cure amounts necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Assumed Contracts (as ultimately determined by the Bankruptcy Court, the "Cure Amounts") will be paid by Purchaser (to the extent not paid by Sellers prior to Closing), as and when finally determined by the Bankruptcy Court pursuant to the procedures set forth in the Sale Order, and not by Sellers, and Sellers will

have no liability for any Cure Amounts. After the Closing, Purchaser shall have the right to control at its own expense, and Sellers shall reasonably cooperate with the Purchaser in connection with, the prosecution of any litigation relating to the final determination of Cure Amounts.

2.7 Non-Assignment of Assets. (a) Notwithstanding any other provision of this Agreement to the contrary, this Agreement will not constitute an agreement to assign or transfer and will not effect the assignment or transfer of any Purchased Asset if (i) an attempted assignment thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any third party thereto (each such action, a "Necessary Consent"), would constitute a breach thereof or in any way adversely affect the rights of Purchaser thereunder and (ii) the Bankruptcy Court has not entered an Order providing that such Necessary Consent is not required. In such event, Sellers and Purchaser will use their reasonable best efforts to obtain the Necessary Consents with respect to any such Purchased Asset or any claim or right or any benefit arising thereunder for the assignment thereof to Purchaser as Purchaser may reasonably request; provided, however, that Sellers will not be obligated to pay any consideration therefor to any third party from whom consent or approval is requested. If such Necessary Consent has not been obtained, or if an attempted assignment thereof would be ineffective or would adversely affect the rights of any Seller thereunder so that Purchaser would not in fact receive all such rights, such Seller and Purchaser will cooperate in a mutually agreeable arrangement, to the extent feasible and at no expense to such Seller, under which Purchaser would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, including subcontracting, sub-licensing or sub-leasing to Purchaser, or under which such Seller would enforce for the benefit of Purchaser with Purchaser assuming such Seller's obligations and any and all rights of such Seller against a third party thereto. The Sellers shall hold in trust for, and pay to Purchaser promptly upon receipt thereof, all income, proceeds and other monies received by the Sellers derived from their use of any such Purchased Asset or any claim or right or any benefit arising thereunder. Once any such Necessary Consent is obtained, the Sellers shall promptly transfer, assign, convey and deliver such Purchased Asset and all claims, right and benefits arising thereunder at no additional cost to Purchaser.

(b) Subject to Section 2.7(a), if after the Closing (i) Purchaser or any of its subsidiaries holds any Excluded Assets or Excluded Liabilities or (ii) any Seller or any of their subsidiaries holds any Purchased Assets or Assumed Liabilities, Purchaser or the applicable Seller, will promptly transfer (or cause to be transferred) such assets or assume (or cause to be assumed) such Liabilities to or from (as the case may be) the other party. Prior to any such transfer, the party receiving or possessing any such asset will hold it in trust for such other party.

(c) Designation Right Contract.

(i) Purchaser shall have the right, by written notice to the Sellers within the Designation Rights Period, to specify that any Available Contracts that are included prior to Closing as either (x) a Purchased Asset under clause (v)(A) or (v)(B) of the definition thereof or (y) an Excluded Asset shall be held by the Sellers and not rejected pursuant to Section 365 of the Bankruptcy Code (any such Contract, a "Designation Right Contract") for the duration of the Designation Rights Period; provided, that with respect to any such Designation Right Contract: (i) Purchaser shall reimburse the Sellers and thereby be solely

responsible for all costs associated with the continuation by the Sellers of such Designation Right Contract (as set forth in a budget proposed by the Sellers and approved by Purchaser no later than five (5) days prior to the Closing Date (such budget, the "Designation Right Budget")) to the extent such costs are attributable solely to the period from the Closing through the earlier of (A) the end of the Designation Rights Period and (B) the date of the Sellers' receipt of written notice from Purchaser authorizing the assumption or rejection of such Designation Right Contract in accordance with Section 2.7(c)(ii) or (iii); (ii) for the avoidance of doubt, all cash collected by the Sellers in respect of, and other benefits deriving from, such Designation Right Contract shall be promptly delivered to Purchaser, and (iii) the foregoing shall not affect the validity of the transfer to Purchaser of any other Purchased Asset that may be related to such Designation Right Contract. In the event that the costs associated with any Designation Right Contract exceed the Designation Right Budget (a "Designation Cost Overage"), Purchaser shall have the right to exclude such Designation Right Contract from the list of Purchased Assets, but shall be liable for such Designation Cost Overage. Purchaser shall have no other recourse or redress with respect to such Designation Cost Overage.

(ii) As to each Designation Right Contract, as soon as practical after receiving further written notice(s) (each, an "Assumption Notice") from Purchaser during the Designation Rights Period requesting assumption and assignment of any Designation Right Contract, the Sellers shall, subject to Purchaser's demonstrating adequate assurance of future performance thereunder, take all actions required by the Sale Order or otherwise that are reasonably necessary to seek to assume and assign to Purchaser pursuant to Section 365 of the Bankruptcy Code any Designation Right Contract(s) set forth in an Assumption Notice, and any applicable Cure Amount shall be satisfied in accordance with the definition of Assumed Liabilities.

(iii) As to each Designation Right Contract, as soon as practical after receiving further written notice(s) (each, a "Rejection Notice") from Purchaser during the applicable Designation Rights Period requesting rejection of any Designation Right Contract, or if, at the end of the Designation Rights Period, no Assumption Notice or Rejection Notice is delivered with respect to a Designation Right Contract, the Sellers shall take all actions required by the Sale Order or otherwise that are reasonably necessary to reject such contract pursuant to Section 365 of the Bankruptcy Code.

(iv) The Sellers and Purchaser agree and acknowledge that the covenants set forth in this Section 2.7(c) shall survive the Closing.

(d) Notwithstanding anything in this Agreement to the contrary, on the date any Designation Right Contract is assumed and assigned to Purchaser pursuant to this Section 2.7(d), such Designation Right Contract shall be deemed a Purchased Asset for all purposes under this Agreement and no further consideration shall be required to be paid for any Designation Right Contract that is assumed and assigned to Purchaser.

2.8 Further Conveyances and Assumptions. From time to time following the Closing, Sellers and Purchaser will, and will cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably

necessary or appropriate to assure fully to Purchaser and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement and to assure fully to each Seller and its Affiliates and their successors and assigns, the assumption of the liabilities and obligations intended to be assumed by Purchaser under this Agreement, and to otherwise make effective the Proposed Transaction.

III. CONSIDERATION

3.1 Consideration. The aggregate consideration for the Purchased Assets (the "Purchase Price") will be:

(a) the discharge of a portion of the amounts outstanding and obligations under the Promissory Note equal to $40,000,000 (the "Credit Bid Consideration");

(b) the assumption of the Assumed Liabilities; and

(c) cash in an amount equal to a wind-down budget in respect of the Sellers to be agreed, sufficient to pay, among other things, accrued and unpaid administrative expenses projected to be incurred through the confirmation of a plan of a chapter 11 plan plus $350,000 to be set aside for distributions to unsecured creditors (collectively, the "Cash Consideration").

3.2 Payment of the Credit Bid Consideration. On the Closing Date, Purchaser will satisfy the Credit Bid Consideration by releasing Seller from a portion of the Indebtedness under the Promissory Note and any other documents or agreements entered into in connection therewith in an amount equal to the Credit Bid Consideration, which amount shall be payable by means of a dollar-for-dollar credit against the principal face amount of such Indebtedness.

3.3 Apportionments. (a) To the extent the following (and credits therefor to the extent paid prior to the Closing Date) relate to a location that is subject to a Real Property Lease assumed by Purchaser for a period that begins prior to the Closing Date and ends after the Closing Date, such expenses (and credits) are to be apportioned between Sellers, on the one hand, and Purchaser, on the other hand, as of midnight on the Closing Date:

(i) rent for the month in which the Closing Date occurs;

(ii) annual utility assessments, water meter charges, and sewer rents, if any, on the basis of the year for which assessed; and

(iii) charges and fees payable for telephone services, water, heat, steam, electric power, gas and other utilities, at the price charged by the suppliers, including any taxes thereon and based upon applicable meter readings, where available, made on or immediately prior to or immediately after the Closing Date.

(b) If, after apportioning the foregoing expenses, a party has borne more than its allocable share of such expenses, the other parties will promptly make the appropriate compensating payment(s) to such party.

IV. CLOSING AND TERMINATION

4.1 Closing Date. Subject to the satisfaction of the conditions set forth in Sections 10.1, 10.2 and 10.3 hereof (or the waiver thereof by the party entitled to waive that condition), the closing of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities provided for in Article II (the "Closing") will take place at the offices of Schulte Roth & Zabel LLP located at 919 Third Avenue, New York, New York 10022 on July 2, 2018, or at such other time or place as may be agreed in writing by the parties hereto. The date on which the Closing is held is referred to in this Agreement as the "Closing Date." For accounting purposes, the Closing shall be deemed to occur at 12:01 a.m. (local time) on the Closing Date.

4.2 Deliveries by Sellers. At the Closing, Sellers will deliver:

(a) to Purchaser (or its designated Affiliate or Affiliates), one or more duly executed bills of sale in a form to be agreed upon by the parties hereto;

(b) to Purchaser (or its designated Affiliate or Affiliates), one or more duly executed assignment and assumption agreements in a form to be agreed upon by the parties hereto and duly executed assignments of the registered U.S. Trademarks and Patents included in the Purchased Intellectual Property, in a form suitable for recording in the U.S. Patent and Trademark Office and duly executed assignments of registered copyrights included in the Purchased Intellectual Property in a form suitable for recording in the U.S. Copyright Office;

(c) to Purchaser (or its designated Affiliate or Affiliates), the officer's certificate required to be delivered pursuant to Sections 10.1(a) and 10.1(b);

(d) to Purchaser (or its designated Affiliate or Affiliates), affidavits executed by each Seller that such Seller is not a foreign person within the meaning of Section 1445(f)(3) of the Code;

(e) to Purchaser (or its designated Affiliate or Affiliates), all other instruments of conveyance and transfer, in form and substance reasonably acceptable to Purchaser, as may be necessary to convey the Purchased Assets to Purchaser (or its designated Affiliate or Affiliates); and

(f) to Purchaser a certificate in form and substance reasonably satisfactory to the Purchaser, duly executed and acknowledged, certifying that the transactions contemplated by this Agreement are exempt from withholding under Section 1445 of the Code.

4.3 Deliveries by Purchaser. At the Closing, Purchaser (or its designated Affiliate or Affiliates) will deliver:

(a) to the Company, on behalf of Sellers, evidence, in form and substance reasonably acceptable to the Sellers, of cancellation of that portion of its indebtedness calculated in accordance with Sections 3.1;

(b) to the Company, on behalf of Sellers, one or more duly executed assignment and assumption agreements in a form to be agreed upon by the parties hereto;

(c) to the Company, on behalf of Sellers, the officer's certificate required to be delivered pursuant to Sections 10.2(a) and 10.2(b);

(d) to the Company, on behalf of Sellers, such other documents, instruments and certificates as Sellers may reasonably request;

(e) to AFM, FMSMF, or their respective designee(s), each applicable AFM Assumption Agreement; and

(f) to Equity (UK), or its designee(s), each applicable Equity (UK) Assumption Agreement.

4.4 Termination of Agreement. This Agreement may be terminated prior to the Closing as follows:

(a) by Purchaser or Sellers, if the Closing has not occurred by the close of business on the 15th day after entry of the Sale Order (the "Termination Date"); provided that if the Closing has not occurred on or before the Termination Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser or a Seller, then the breaching party may not terminate this Agreement pursuant to this Section 4.4(a);

(b) by mutual written consent of Sellers and Purchaser;

(c) by Purchaser, if Sellers breach any material representation or warranty or any covenant or agreement contained in this Agreement, such breach would result in a failure of a condition set forth in Sections 10.1 or 10.3 and such breach has not been cured by the earlier of (i) 30 calendar days after the giving of written notice by Purchaser to Sellers of such breach and (ii) the Termination Date;

(d) by Sellers, if Purchaser breaches any material representation or warranty or any covenant or agreement contained in this Agreement, such breach would result in a failure of a condition set forth in Sections 10.2 or 10.3 and such breach has not been cured by the earlier of (i) 30 calendar days after the giving of written notice by Sellers to Purchaser of such breach and (ii) the Termination Date;

(e) by Sellers or Purchaser if there is in effect a final non-appealable Order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Proposed Transaction; it being agreed that the parties hereto will promptly appeal any adverse determination which is not non-appealable and pursue such appeal with reasonable diligence;

(f) by Purchaser, if (i) the Sellers consummate a Competing Transaction, or (ii) the Bankruptcy Court approves, or authorizes the Sellers or any of their Affiliates to enter into, a Competing Transaction;

(g) by Purchaser, if the Sale Order shall not have been entered by the Bankruptcy Court in form and substance reasonably satisfactory to Purchaser on or before the date 5 Business Days following the Sale Hearing;

(h) by Purchaser, if the Sale Order shall not have become a Final Order on or before the 15th day after entry of the Sale Order;

(i) by Purchaser, if any secured creditor obtains relief from the automatic stay provided by section 362 of the Bankruptcy Code to foreclose on any material portion of the Purchased Assets, or if any such secured creditor takes any material, adverse action (including, without limitation, the imposition of any non-consensual liens or security interests) with respect to a material portion of any of the Purchased Assets;

(j) by Sellers or Purchaser, if (i) the Bankruptcy Court enters an Order appointing a trustee, examiner with expanded powers or responsible officer in the Bankruptcy Cases, (ii) the Bankruptcy Cases are converted into cases under chapter 7 of the Bankruptcy Code, or (iii) the Bankruptcy Cases are dismissed; provided that if any of the foregoing occurs as the result of a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser or a Seller, then the breaching party may not terminate this Agreement pursuant to this Section 4.4(j); or

(k) by Purchaser, pursuant to Section 8.7.

4.5 Procedure Upon Termination. In the event of termination pursuant to Section 4.4, written notice thereof will forthwith be given to the other party or parties, and this Agreement will terminate, and the purchase of the Purchased Assets hereunder will be abandoned, without further action by Purchaser or Sellers.

4.6 Effect of Termination. In the event that this Agreement is validly terminated as provided in this Agreement, then each of the parties will be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination will be without liability to Purchaser or Sellers; provided, however, that the provisions of this Section 4.6 and Article XII (other than Section 12.3) of this Agreement and, to the extent necessary to effectuate the foregoing enumerated provisions, Section 1.1 of this Agreement, will survive any such termination and will be enforceable hereunder; provided, further, that nothing in this Section 4.6 will be deemed to release any party from liability for any breach of its obligations under this Agreement or fraud.

V. REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller hereby jointly and severally represents and warrants to Purchaser as follows.

5.1 Organization. Each Seller has, subject to the limitations imposed on such Seller as a result of having filed a petition for relief under the Bankruptcy Code, the requisite

power and authority to own, lease and operate its properties and to carry on its business as now conducted. Each Seller is duly qualified or licensed to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary for the operation of the Business as now conducted, except where the failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.2 Authorization of Agreement. Subject to entry of the Sale Order and such other authorization as is required by the Bankruptcy Court, each Seller has the requisite power and authority to execute and deliver this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and to perform its respective obligations hereunder and thereunder. The execution and delivery of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and the consummation of the Proposed Transaction and thereby have been duly authorized by all requisite corporate action on the part of each Seller. This Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party has been duly and validly executed and delivered by each Seller and (assuming the due authorization, execution and delivery by the other parties hereto and the entry of the Sale Order) this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party constitutes legal, valid and binding obligations of each Seller enforceable against such Seller in accordance with its respective terms, subject to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

5.3 Conflicts; Consents of Third Parties. (a) Except as set forth on Schedule 5.3(a), the execution and delivery by each Seller of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party, the consummation of the Proposed Transaction and thereby and compliance by such Seller with any of the provisions of this Agreement do not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of (i) the certificate or articles of formation and operating agreement and by-laws or comparable organizational documents of any Seller; (ii) subject to entry of the Sale Order, any Contract or Permit to which any Seller is a party or by which any of the properties or assets of any Seller are bound; (iii) subject to entry of the Sale Order, any Order of any Governmental Body applicable to such Seller or any of the properties or assets of any Seller as of the date of this Agreement; or (iv) to the Knowledge of Sellers, subject to entry of the Sale Order, any applicable Law, other than, in the case of clauses (ii) or (iv), such conflicts, violations, defaults, terminations or cancellations that would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

(b) Except as set forth on Schedule 5.3(b) and except to the extent not required if the Sale Order is entered, to the Knowledge of Sellers no consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of Sellers in connection with the execution and delivery of this Agreement or any other agreement, document or instrument contemplated hereby or thereby to which it is a party, the compliance by Sellers with any of the provisions hereof or thereof, the consummation of the Proposed Transaction or thereby or the taking by Sellers of any

other action contemplated hereby or thereby, except for (i) the entry of the Sale Order, and (ii) such other consents, waivers, approvals, Orders, Permits, authorizations, declarations, filings and notifications, the failure of which to obtain or make would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.4 Litigation. Except as set forth on Schedule 5.4, there are no Legal Proceedings pending or, to the Knowledge of Sellers, threatened against any Seller, or to which any Seller is otherwise a party before any Governmental Body, which, if adversely determined, would reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect. No Seller is subject to any Order of any Governmental Body except to the extent the same would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.5 [Intentionally Omitted]

5.6 Real Property. No Seller owns any real property. No Seller leases any real property used in connection with the Business other than that identified on Schedule 5.6. Schedule 5.6 lists all real property included in the Purchased Assets or leased pursuant to leases included in the Business Contracts (each, a "Real Property Lease"). Except as would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect: (a) there is no pending or, to the Knowledge of Sellers, threatened condemnation proceeding, administrative action or judicial proceeding of any type relating to the Real Property or other matters affecting adversely the current use, occupancy or value of the Real Property; (b) to the Knowledge of Sellers, the Real Property does not serve any adjoining property for any purpose inconsistent with the use of the Real Property, and the Real Property is not located within any flood plain or subject to any similar type of restriction for which any permits or licenses necessary to the use thereof have not been obtained; and (c) to the Knowledge of Sellers neither the current use of the Real Property nor the operation of the Business violates any instrument of record or agreement affecting the Real Property or any applicable legal requirements.

5.7 Title to Purchased Assets; Sufficiency. Sellers own, and to the Knowledge of Sellers have good title to, the Purchased Assets and, subject to the entry of the Sale Order, to the Knowledge of Sellers Purchaser will be vested with good title to such Purchased Assets, free and clear of all Liens (including any and all prepetition and postpetition adequate protection liens of the Sellers' prepetition lenders) (other than (a) Liens created by Purchaser (or its designated Affiliate or Affiliates), (b) Permitted Exceptions and (c) Liens expressly assumed by Purchaser (or its designated Affiliate or Affiliates) as Assumed Liabilities under this Agreement). The Purchased Assets constitute all of the properties used in or held for use in the Business and are sufficient for Purchaser to conduct the Business from and after the Closing Date without interruption and in the Ordinary Course of Business as it has been conducted by Sellers and their subsidiaries.

5.8 Taxes. Except as to Taxes of Sellers the payment of which is prohibited or stayed by the Bankruptcy Code, and certain unpaid state Taxes as set forth on Schedule 5.8, none of which shall be deemed material for purposes of this Section 5.8, each Seller has paid all

material federal and state Taxes with respect to the Purchased Assets or the Business due and payable by it since April 14, 2016 (whether or not such Taxes are shown on any Tax Return).

5.9 Intellectual Property. To the Knowledge of Sellers, Schedule 5.9 sets forth a complete and accurate list of all registered or material Purchased Trademarks, Purchased Copyrights and Patents which are Purchased Intellectual Property. Except as limited by 11 U.S.C. § 365(c)(1)(A), to the Knowledge of Sellers, Sellers own or have valid licenses to use all Purchased Intellectual Property. To the Knowledge of Sellers, the Purchased Intellectual Property comprises all of the Intellectual Property necessary for the operation of the Business as presently conducted and as contemplated to be conducted. To the Knowledge of Sellers, no Person is infringing, violating or misappropriating any of the Purchased Intellectual Property in any material respect. As of the date of this Agreement, to the Knowledge of Sellers there is no pending claim, demand, or proceeding challenging the validity, enforceability or ownership of, or the right to use, any of the Purchased Intellectual Property and there is no such threatened claim, demand or proceeding.

5.10 Contracts. Sellers have made available a list, to the Knowledge of Sellers, of all material Contracts of Sellers used or held for use in or related to the Business that are unexpired as of the Closing Date, and, to the Knowledge of Sellers, such list of Contracts is complete and accurate. Since April 14, 2016, Sellers have not, to the Knowledge of Sellers, received any written notice of any default or event that with notice or lapse of time or both would constitute a default by Sellers under any such Contract.

5.11 [Intentionally Omitted]

5.12 Affiliate Transactions. (a) On the date of this Agreement and on the date of the Closing, except as set forth on Schedule 5.12, to the Knowledge of Sellers, none of Sellers, any controlled Affiliates of Sellers or any of their respective officers, directors or employees owns any direct or indirect interest of any kind in, or controls or is a director, officer, employee or partner of, or consultant to, or lender to or borrower from or has the right to participate in the profits of, any Person which is a participant in any transaction to which any Seller is a party related to the Business or the Purchased Assets.

(b) Each Business Contract or other arrangement between any Seller on the one hand, and any Affiliate of any Seller or any officer, director or employee of any Seller on the other hand, is, to the Knowledge of Sellers, on commercially reasonable terms no more favorable to the Affiliate, director, officer or employee of such Seller than what any third party negotiating on an arm's-length basis would expect.

5.13 Employee Benefits/Labor. Except as set forth on Schedule 5.13, no Seller is a party to any labor or collective bargaining agreement.

5.14 [Intentionally Omitted]

5.15 Compliance with Laws; Permits. To the Knowledge of Sellers, other than with respect to Taxes (as to which no representation or warranty is made), each Seller (a) is, and since April 14, 2016 has been, in compliance with all, and not subject to any Liability pursuant to any, Laws (including, without limitation, all Laws with respect to protection of the environment)

applicable to the operation of the Business, except where the failure to be in compliance would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect, and (b) has all Permits which are required for the operation of the Business as presently conducted, except where the absence of which would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.16 Financial Advisors. Except as set forth on Schedule 5.16, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Sellers in connection with the Proposed Transaction and no Person is entitled to any fee or commission or like payment from Purchaser in respect thereof.

5.17 No Other Representations or Warranties; Schedules. Except for the representations and warranties contained in this Article V (as modified by the Schedules hereto), none of Sellers nor any other Person makes any other express or implied representation or warranty with respect to Sellers, the Business, the Purchased Assets, the Assumed Liabilities or the Proposed Transaction, and each Seller disclaims any other representations or warranties, whether made by Sellers, any Affiliate of Sellers, or any of Sellers' or their Affiliates respective officers, directors, employees, agents or representatives. Except for the representations and warranties contained in this Article V (as modified by the Schedules hereto), each Seller (a) expressly disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Purchased Assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of conformity to models or samples of materials) and (b) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Purchaser or its Affiliates or representatives (including any opinion, information, projection, or advice that may have been or may be provided to Purchaser by any director, officer, employee, agent, consultant, or representative of Sellers or any of its Affiliates). Sellers make no representations or warranties to Purchaser regarding the probable success or profitability of the Business. The disclosure of any matter or item in any schedule hereto will not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would result in a Seller Material Adverse Effect.

VI. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Sellers that:

6.1 Organization and Good Standing. Purchaser is an entity duly organized, validly existing and in good standing under the Laws of the state of its incorporation and has the requisite limited liability company power and authority to own, lease and operate its properties and to carry on its business as now conducted.

6.2 Authorization of Agreement. Purchaser has the requisite corporate power and authority to execute and deliver this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party

and the consummation of the Proposed Transaction and thereby have been duly authorized by all requisite corporate action on the part of Purchaser. This Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party has been duly and validly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto) this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party constitutes legal, valid and binding obligations of Purchaser enforceable against Purchaser in accordance with its respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

6.3 Conflicts; Consents of Third Parties. (a) The execution and delivery by Purchaser of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party, the consummation of the Proposed Transaction and thereby, or compliance by Purchaser with any of the provisions hereof or thereof do not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of (i) the certificate of formation and limited liability company agreement of Purchaser; (ii) any Contract or Permit to which Purchaser is a party or by which any of the properties or assets of Purchaser are bound; (iii) any Order of any Governmental Body applicable to Purchaser or any of the properties or assets of Purchaser as of the date hereof; or (iv) any applicable Law, other than, in the case of clauses (ii) and (iii), such conflicts, violations, defaults, terminations or cancellations that would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect.

(b) No consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of Purchaser in connection with the execution and delivery of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party, the compliance by Purchaser with any of the provisions hereof or thereof, the consummation of the Proposed Transaction or thereby, the taking by Purchaser of any other action contemplated hereby or thereby, except for such other consents, waivers, approvals, Orders, Permits, authorizations, declarations, filings and notifications, the failure of which to obtain or make, would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect.

6.4 Litigation. There are no Legal Proceedings pending or, to the knowledge of Purchaser, threatened against Purchaser, or to which Purchaser is otherwise a party before any Governmental Body, which, if adversely determined, would reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect. Purchaser is not subject to any Order of any Governmental Body except to the extent the same would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect.

6.5 Financial Advisors. No agent, broker, financial advisor or investment banker is entitled to any brokerage, finder's or other fee or commission payable by any Seller in

connection with the Proposed Transaction based upon arrangements made by or on behalf of Purchaser.

6.6 Condition of the Business. Notwithstanding anything contained in this Agreement to the contrary, Purchaser acknowledges and agrees that Sellers are not making any representations or warranties whatsoever, express or implied, beyond those expressly given by Sellers in Article V (as modified by the Schedules hereto), and Purchaser acknowledges and agrees that, except for the representations and warranties contained therein, the Purchased Assets and the Business are being transferred on a "where is" and, as to condition, "as is" basis. Purchaser acknowledges that, in making the determination to proceed with the Proposed Transaction, Purchaser has relied on the results of its own independent investigation of the Business.

6.7 No Other Representations or Warranties. Except for the representations and warranties contained in this Article VII, none of Purchaser, any of its Affiliates, or any of its and their respective directors, officers, employees, stockholders, partners, members or representatives (together, "Purchaser's Parties") has made, or is making, any representation or warranty whatsoever to Sellers, the Company, any Affiliate of Sellers, or any of Sellers' or their Affiliates respective officers, directors, employees, agents or representatives (together, "Seller's Parties") and each Purchaser's Party disclaims any liability in respect of the accuracy or completeness of any information provided to any such Seller's Party.

6.8 Agreements with Sellers. Purchaser has no agreements, written or oral, with any current or former officer, equity holder or other insider of the Sellers except as set forth and attached on Exhibit B attached hereto.

VII. BANKRUPTCY COURT MATTERS

7.1 Competing Transaction. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Sellers and the Bankruptcy Court of higher or better competing bids. From and after the date of this Agreement until the date of the Sale Hearing, Sellers are permitted to cause their respective representatives and Affiliates to initiate contact with, or solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Purchaser and its Affiliates, agents and representatives) with respect to any transaction (or series of transactions).

VIII. COVENANTS

8.1 Access to Information; Confidentiality. (a) Prior to the Closing Date, Purchaser will be entitled, through its officers, employees, consultants and representatives (including its legal advisors and accountants), to make such investigation of the properties, businesses and operations of the Business and such examination of the books and records of the Business, the Purchased Assets and the Assumed Liabilities as it reasonably requests and to make extracts and copies of such books and records. Any such investigation and examination will be conducted upon reasonable advance notice during regular business hours and under other reasonable circumstances and will be subject to restrictions under applicable Law. Notwithstanding anything in this Agreement to the contrary, no such investigation or

examination will be permitted to the extent that it would require Sellers to disclose information that is competitively sensitive or subject to attorney-client privilege (provided that each Seller shall use its reasonable best efforts to allow for such access in a way that would not have any of the foregoing effects). For a period of 180 days following the Closing Date, Sellers shall be provided reasonable access to any Transferred Employees and the books and records of the Business as reasonably necessary to complete the wind down of the Sellers.

(b) From and after the date of this Agreement, each Seller shall keep confidential non-public information in its possession (other than information which was or becomes available to a Seller on a non-confidential basis from a source other than Purchaser or any of its Affiliates) relating to Purchaser and its Affiliates; provided, however, that each Seller shall not be liable hereunder with respect to any disclosure to the extent such disclosure is required pursuant to legal process (including pursuant to the assertion of Seller's rights under this Agreement) (by interrogatories, subpoena, civil investigative demand or similar process), regulatory process or request, or to the extent such disclosure is reasonably necessary for purposes of compliance by a Seller or its Affiliates with tax or regulatory reporting requirements; provided that in the event of any disclosure pursuant to legal process, Seller exercises commercially reasonable efforts to preserve the confidentiality of the non-public information disclosed, including by cooperating with Purchaser (at Purchaser's sole cost) to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the non-public information required to be disclosed.

(c) From and after the date of this Agreement, Purchaser shall keep confidential non-public information in its possession (other than information which was or becomes available to Purchaser on a non-confidential basis from a source other than a Seller or any of their respective Affiliates) relating to a Seller or any their respective Affiliates other than information relating to the Business, the Purchased Assets and the Assumed Liabilities; provided, however, that Purchaser shall not be liable hereunder with respect to any disclosure to the extent such disclosure is required pursuant to legal process (including pursuant to the assertion of Purchaser's rights under this Agreement) (by interrogatories, subpoena, civil investigative demand or similar process) or regulatory process or request; provided that in the event of any disclosure pursuant to legal process, Purchaser exercises commercially reasonable efforts to preserve the confidentiality of the non-public information disclosed, including by cooperating with Sellers (at Sellers' sole cost) to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the non-public information required to be disclosed.

8.2 Conduct of the Business Pending the Closing. (a) Except (i) as set forth on Schedule 8.2(a), (ii) as required by applicable Law, (iii) as otherwise expressly contemplated by this Agreement, (iv) as contemplated by the Business Plan and Budget or (v) with the prior written consent of Purchaser or the approval of the Bankruptcy Court (provided that no Seller shall petition, seek, request or move for any Order of the Bankruptcy Court approving or creating an exception on the obligations of Sellers set forth in this Section 8.2, or authorize, support or direct any other Person to petition, seek, request or move for any such Order), during the period from the date of this Agreement to and through the Closing Date, Sellers will (A) conduct the Business only in the Ordinary Course of Business and (B) use their commercially reasonable efforts to (I) preserve the present business operations, organization and goodwill of the Business,

including by making the expenditures on the Business contemplated by the Business Plan and Budget, and (II) preserve the present relationships with customers and suppliers of the Business; provided, however, that, subject to the above parenthetical, Sellers may act outside of the Ordinary Course of Business as is required by the Bankruptcy Code or with respect to their attempts to seek the rejection or modification of collective bargaining agreements or other obligations under section 1113 or 1114 of the Bankruptcy Code.

(b) Except (i) as set forth on Schedule 8.2(a), (ii) as required by applicable Law, (iii) as otherwise expressly contemplated by this Agreement, (iv) as contemplated by the Business Plan and Budget and (v) with the prior written consent of Purchaser or the approval of the Bankruptcy Court (provided that no Seller shall petition, seek, request or move for any Order of the Bankruptcy Court approving or creating an exception on the obligations of Sellers set forth in this Section 8.2 or authorize, support or direct any other Person to petition, seek, request or move for any such Order) during the period from the date of this Agreement to and through the Closing Date, Sellers will not, and will cause their subsidiaries not to, in connection with the Business:

(i) subject any of the Purchased Assets to any Lien (other than (a) Liens created by Purchaser (or its designated Affiliate or Affiliates), (b) Permitted Exceptions; (c) Liens expressly assumed by Purchaser (or its designated Affiliate or Affiliates) as Assumed Liabilities under this Agreement); or (d) Liens arising automatically from any Purchased Asset;

(ii) other than transactions in the Ordinary Course of Business that are not material to the Business, assign, license, transfer, convey, lease or otherwise dispose of any of the Purchased Assets (except for the purpose of disposing of obsolete assets);

(iii) waive or release any material right of Sellers or any of its subsidiaries that constitutes a Purchased Asset;

(iv) breach any material Business Contract in any material manner or enter into, amend, assign, terminate or waive or release any material right under any material Business Contract or enter into, amend, assign, terminate or waive or release any material right under any Business Contract other than in the Ordinary Course of Business;

(v) waive, release or assign any material rights or claims that would otherwise constitute a Purchased Asset;

(vi) institute, settle or agree to settle any material proceeding relating to the Purchased Assets or the Assumed Liabilities;

(vii) modify any existing rights under, or enter into any settlement regarding the breach, infringement, misappropriation or dilution of, any material Intellectual Property;

(viii) (A) increase the level of compensation of any Employee, director or consultant, (B) grant any unusual or extraordinary bonus, benefit or other direct or indirect compensation to any employee, director or consultant, or (C) increase the coverage or benefits available under any (or create any new) employee benefit plan;

(ix) agree to do anything prohibited by this Section 8.2 or do or agree to do anything that would cause Sellers' representations and warranties in this Agreement to be false in any material respect; or

(x) make or revoke any material election with regard to Taxes or file any material amended Tax Returns, make any change in any tax or accounting methods or systems of internal accounting controls, agree to an extension or waiver of the statute of limitations with respect to the assessment or determination of Taxes, or settle any material Tax liability with respect to the Purchased Assets.

8.3 Consents. Sellers will use their reasonable best efforts, and Purchaser will cooperate with Sellers, to obtain at the earliest practicable date all consents and approvals required by this Agreement, including the consents and approvals referred to in Section 5.3(b); provided, however, that in no event shall Purchaser, Sellers or any of their respective subsidiaries be required to pay prior to the Closing any fee, penalty or other consideration or incur any Liability to any third party for any consent or approval required for the consummation of the Proposed Transaction under any Contract or to initiate any litigation or Legal Proceedings to obtain any such consent or approval.

8.4 Further Assurances. Subject to the other provisions of this Agreement, Purchaser and each Seller will use its commercially reasonable efforts to (a) take all actions necessary or appropriate to consummate the Proposed Transaction and (b) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the Proposed Transaction. Sellers shall (x) use their reasonable best efforts to cooperate with Purchaser and determine as promptly as practicable, and in any event prior to the day 6 Business Days before the Closing Date, the Cure Amounts for each Assumed Contract so as to permit the assumption and assignment of each such Assumed Contract pursuant to section 365 of the Bankruptcy Code in connection with the Proposed Transaction and (y) provide all information reasonably requested by Purchaser regarding its outstanding and forecasted Accounts Payable.

8.5 Preservation of Records. Except as provided below, the Company agrees that it will preserve and keep the records held by it or its Affiliates directly relating to the Business for a period of six years from the Closing Date, and Purchaser agrees that it will preserve and keep the records held by it or its Affiliates directly relating to the Business for a period of twelve months from the Closing Date. Each of the Company and Purchaser will, to the extent reasonably practical, make such records and personnel available (including cooperating to provide assistance to the other in obtaining any records held by third parties) to the other or its agent (including any liquidating or litigation trustee) as may be reasonably required by such party in connection with, among other things, any insurance claims by, Legal Proceedings or tax

audits against or governmental investigations of Sellers or Purchaser or any of their Affiliates, administration of a plan of liquidation of Sellers, as required to perform obligations under any service agreement of Sellers that are not Business Contracts, or in order to enable Sellers or Purchaser to comply with their respective obligations under this Agreement and each other agreement, document or instrument contemplated hereby. In the event the Company or Purchaser wishes to destroy such records before or after that time, such party will first give 60 days' prior written notice to the other and such other party will have the right at its option and expense, upon prior written notice given to such party within such 60-day period, to take possession of the records within 90 days after the date of such notice.

8.6 Publicity. Prior to the Closing, none of the parties hereto will issue any press release concerning this Agreement or the Proposed Transaction without obtaining the prior written approval of the other parties hereto, which approval will not be unreasonably withheld or delayed, unless, in the sole judgment of Purchaser or Sellers, as applicable, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement, provided, however, that the party intending to make such release uses its commercially reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other party with respect to the text thereof.

8.7 Schedules; Supplementation and Amendment of Schedules. Sellers shall deliver to Purchaser all Schedules referenced in this Agreement in form and substance acceptable to Purchaser in its sole discretion no later than four Business Days prior to the Closing Date. Sellers may, at their option, include in the Schedules to this Agreement items that are not material in order to avoid any misunderstanding, and such inclusion, or any references to dollar amounts, will not be deemed to be an acknowledgment or representation that such items are material, to establish any standard of materiality or to define further the meaning of such terms for purposes of this Agreement. Information provided in one Schedule will suffice, without repetition or cross reference, as a disclosure of such information in any other Schedule to which its relevance is reasonably apparent on its face. From time to time prior to four Business Days prior to the Closing Date, Sellers will have the right to supplement or amend the Schedules that correspond to provisions in Article V in this Agreement with respect to any matter, upon written notice of such supplement or amendment to Purchaser. Except as set forth on Schedule 8.7, if Purchaser reasonably determines that the supplement or amendment to the Schedules relates to any fact that is material and adverse to Purchaser's operation of the Business following the Closing or could reasonably be expected to result in a material diminution in the expected value of the Business, a material loss of profit, or a material cost, expense or Liability to Purchaser or its subsidiaries, then Purchaser, as its sole remedy, shall have the right terminate this Agreement within five Business Days of its receipt of written notice of such supplement or amendment.

8.8 [Intentionally Omitted]

8.9 Non-Solicitation. Each Seller hereby agrees that, for the period of one (1) year from the date hereof, neither it nor any of its Affiliates will directly or indirectly, including through any other Person, solicit for employment or employ, as an employee, independent contractor, or otherwise, any of the Transferred Employees; provided that the Sellers and their Affiliates may make general solicitations through public advertisements in the ordinary course of

business and consistent with past practice and employ persons in connection with such general solicitations; and provided, further, that the Sellers and their Affiliates shall not be precluded from hiring any person who contacts a Seller or one of its Affiliates on his or her own initiative without any direct or indirect solicitation or encouragement, other than any general solicitation or advertisement.

IX. EMPLOYEES AND EMPLOYEE BENEFITS

9.1 Transferred Employees. Prior to the Closing and subject to Section 9.4, Purchaser will offer employment to each of the Employees who are actively at work on the Closing Date and are working in the Business (and such Employees who are on approved maternity leave), which as of the date hereof are those individuals listed on Schedule 9.1. Such individuals who accept such offer by the Closing Date are hereinafter referred to as the "Transferred Employees."

9.2 Employment Tax Reporting. With respect to Transferred Employees, Purchaser and Sellers will use the standard procedure set forth in Revenue Procedure 2004-53, 2004-34 I.R.B. 320, for purposes of employment tax reporting.

9.3 No Obligations. Following compliance with Section 9.1 and subject to Section 9.4 for the period set forth therein, nothing contained in this Agreement will be construed to require, or prevent the termination of, employment of any individual, require minimum benefit or compensation levels or prevent any change in the employee benefits provided to any individual Transferred Employee nor will it be construed as creating or amending any employee benefit plan. The parties hereto agree that nothing in this Article IX, whether express or implied, is intended to create any third party beneficiary rights in any Transferred Employee.

9.4 Compensation and Benefits. For a period of six months after the Closing Date, Purchaser will provide base salaries and health and welfare benefits (but excluding any severance benefits) to each Transferred Employee while employed by Purchaser that is, in the aggregate, substantially comparable to the base salary and health and welfare benefits (excluding any severance benefits) provided to such Transferred Employee by Sellers immediately prior to the Closing Date. For purposes of eligibility and vesting under the employee benefit plans of Purchaser providing benefits to Transferred Employees, Purchaser will credit each Transferred Employee with his or her years of service with Sellers to the same extent as such Transferred Employee was entitled immediately prior to the Closing to credit for such service under any similar employee benefit plan of Sellers.

X. CONDITIONS TO CLOSING

10.1 Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the Proposed Transaction is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of Sellers contained in this Agreement that are not qualified by materiality or Seller Material Adverse Effect shall be true and correct in all material respects on and as of the Closing, except to the extent expressly made as of an earlier date, in which case as of such earlier date, and the representations and warranties of Sellers contained in this Agreement that are qualified by materiality or Seller Material Adverse Effect shall be true and correct in all respects on and as of the Closing, except to the extent expressly made as of an earlier date, in which case as of such earlier date, and Purchaser shall have received a certificate signed by an authorized officer of the Company, dated the Closing Date, to the foregoing effect;

(b) Sellers shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by them prior to the Closing Date, and Purchaser shall have received a certificate signed by an authorized officer of the Company, dated the Closing Date, to the foregoing effect;

(c) there shall exist no pending claim, action, suit, investigation, litigation or proceeding that (i) seeks to prohibit Purchasers or Sellers from consummating the Proposed Transaction or (ii) would, if determined adversely to Purchaser or the Sellers, subject Purchaser to material damage claims, penalties, lawsuits or litigation as a result of the consummation of the Proposed Transaction;

(d) the Accounts Payable to be assumed by Purchaser at Closing shall not exceed the amounts set forth in the Approved Budget; and

(e) Sellers shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Sections 4.2(a) through (f).

10.2 Conditions Precedent to Obligations of Sellers. The obligations of Sellers to consummate the Proposed Transaction are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by Sellers in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of Purchaser contained in this Agreement that are not qualified by materiality or Purchaser Material Adverse Effect shall be true and correct in all material respects on and as of the Closing, except to the extent expressly made as of an earlier date, in which case as of such earlier date, and the representations and warranties of Purchaser contained in this Agreement that are qualified by materiality or Purchaser Material Adverse Effect shall be true and correct in all respects on and as of the Closing, except to the extent expressly made as of an earlier date, in which case as of such earlier date and Sellers shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the foregoing effect;

(b) Purchaser shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date and Sellers shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the foregoing effect; and

(c) Purchaser shall have delivered the Cash Consideration to Sellers in immediately available funds.

(d) Purchaser shall have delivered, or caused to be delivered, to Sellers, or the applicable Person identified therein, all of the items set forth in Sections 4.3(a) through (f).

10.3 Conditions Precedent to Obligations of Purchaser and Sellers. The respective obligations of Purchaser and Sellers to consummate the Proposed Transaction are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by mutual agreement of Purchaser and Sellers in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any Law or Order by a Governmental Body of competent jurisdiction restraining, enjoining, making illegal or otherwise prohibiting the consummation of the Proposed Transaction;

(b) the Bankruptcy Court shall have entered the Sale Order and the Sale Order shall be a Final Order; and

(c) the parties shall have obtained any other material consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Body required in connection with the execution of this Agreement or the consummation of the Proposed Transaction.

10.4 Frustration of Closing Conditions. No party may rely on the failure of any condition set forth in Section 10.1, 10.2 or 10.3, as the case may be, if such failure was caused by such party's failure to comply with any provision of this Agreement.

XI. TAXES

11.1 Transfer Taxes. Purchaser will be responsible for all documentary, stamp, transfer, motor vehicle registration, sales, use, excise and other similar Taxes and all filing and recording fees arising from or relating to the consummation of the Proposed Transaction (collectively, "Transfer Taxes"), regardless of the party on whom liability is imposed under the provisions of the Laws relating to such Transfer Taxes. Sellers and Purchaser will consult and cooperate in timely preparing and making all filings, Tax Returns, reports and forms as may be required to comply with the provisions of the Laws relating to such Transfer Taxes and will cooperate and otherwise take commercially reasonable efforts to obtain any available refunds for or exemptions from such Transfer Taxes.

11.2 Purchase Price Allocation. (a) For U.S. federal and applicable state and local income tax purposes, the parties intend that the transfer of the Purchased Assets to Purchaser be treated as a taxable acquisition of the Purchased Assets and the assets of each Company subsidiary the shares of capital stock or other equity interest of which constitute a direct or indirect Purchased Asset for an amount equal to the Purchase Price. No later than 90 days after the Closing Date, Purchaser will prepare and deliver to Sellers an allocation schedule setting forth the amounts to be allocated among the Purchased Assets of each Seller, pursuant to

(and to the extent necessary to comply with) Section 1060 of the Code and the applicable regulations promulgated thereunder (or, if applicable, any similar provision under state, local or foreign Law or regulation) (the "Proposed Allocation Statement"). Sellers will have 20 Business Days following delivery of the Proposed Allocation Statement during which to notify Purchaser in writing (an "Allocation Notice of Objection") of any objections to the Proposed Allocation Statement, setting forth in reasonable detail the basis of their objections. If Sellers fail to deliver an Allocation Notice of Objection in accordance with this Section 11.2(a), the Proposed Allocation Statement will be conclusive and binding on all parties and will become the "Final Allocation Statement". If Sellers submit an Allocation Notice of Objection, then for 20 Business Days after the date Purchaser receives the Allocation Notice of Objection, Purchaser and Sellers will use their commercially reasonable efforts to agree on the allocations. Failing such agreement within 20 Business Days of such notice, the unresolved allocations will be submitted to an independent, internationally-recognized accounting firm mutually agreeable to Purchaser and Sellers, which firm will be instructed to determine its best estimate of the allocation schedule based on its determination of the unresolved allocations and provide a written description of the basis for its determination within 45 Business Days after submission, such written determination to be final, binding and conclusive. The fees and expenses of such accounting firm will be apportioned among Sellers and Purchaser equally. For purposes of such allocation (and, to the extent applicable, the provisions of Sections 743 and 755 of the Code and the applicable regulations promulgated thereunder), the Purchase Price shall be treated as the purchase price of the Purchased Assets.

(b) Sellers and Purchaser and their respective Affiliates will report, act and file Tax Returns (including, but not limited to IRS Form 8594) in all respects and for all purposes consistent with such allocation as determined pursuant to this Section 11.2. Neither Sellers nor Purchaser will take any position (whether in audits, tax returns or otherwise) that is inconsistent with such allocation, unless required to do so by applicable Law.

11.3 Certain Periodic Non-Income Taxes. (a) With respect to any real or personal property or other periodic Taxes not based on income or receipts ("Periodic Non-Income Taxes") that are assessed on, or in respect of, the Purchased Assets and attributable to any period that ends on or prior to the Closing Date, if Purchaser pays such Periodic Non-Income Taxes after the Closing Date, as promptly as practicable after delivery to the applicable Seller of proof of such payment, such Seller will pay to Purchaser the amount of such Periodic Non-Income Taxes paid by Purchaser but only to the extent such amount was not taken into account to determine any amount otherwise payable to such Seller under any other provision of this Agreement. It is the intention of the parties to treat any such payment as an adjustment to the Purchase Price for all U.S. federal, state, local and foreign Tax purposes, and the parties agree to file their Tax Returns accordingly.

(b) With respect to any Periodic Non-Income Taxes that are assessed on, or in respect of, the Purchased Assets and attributable to any period which includes but does not end on the Closing Date (a "Straddle Period"), the applicable Seller shall be responsible for the amount of such Periodic Non-Income Taxes paid by Purchaser that are attributable to the portion of such Straddle Period up to and including the Closing Date (the "Pre-Closing Straddle Period"), and Purchaser shall be responsible for all other Periodic Non-Income Taxes that are assessed on, or in respect of, the Purchased Assets and attributable to the portion of such Straddle

Period beginning on the day after the Closing Date and any taxable period beginning after the Closing Date. Purchaser and each applicable Seller shall promptly pay (or, if applicable, promptly reimburse the other Party for any taxes paid after the Closing Date) that portion of such Periodic Non-Income Taxes that are the responsibility of such Party under this Section 11.3(b). For purposes of this Section 11.3(b), the amount of Periodic Non-Income Taxes attributable to a Pre-Closing Straddle Period will be based upon the ratio of the number of days in the Pre-Closing Straddle Period to the total number of days in the Straddle Period.

11.4 Cooperation and Audits. Purchaser, its Affiliates and Sellers will cooperate fully with each other regarding Tax matters (including the execution of appropriate powers of attorney) and will make available to the other as reasonably requested all information, records and documents relating to Taxes governed by this Agreement until the expiration of the applicable statute of limitations or extension thereof or the conclusion of all audits, appeals or litigation with respect to such Taxes.

XII. MISCELLANEOUS

12.1 No Survival of Representations and Warranties. The parties hereto agree that the representations and warranties contained in this Agreement will not survive the Closing hereunder, and none of the parties will have any liability to each other after the Closing for any breach thereof. The parties hereto agree that the covenants contained in this Agreement to be performed at or after the Closing will survive the Closing hereunder, and each party hereto will be liable to the other after the Closing for any breach thereof.

12.2 Expenses. Except as otherwise expressly set forth herein, each of the Sellers and Purchaser will bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the Proposed Transaction.

12.3 Injunctive Relief. Damages at Law may be an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement, and, accordingly, any party hereto will be entitled to injunctive relief with respect to any such breach, including specific performance of such covenants, promises or agreements or an order enjoining a party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement. The rights set forth in this Section 12.3 will be in addition to any other rights which a party hereto may have at Law or in equity pursuant to this Agreement.

12.4 Submission to Jurisdiction; Consent to Service of Process. (a) Without limiting any party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court will retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Proposed Transaction, and (ii) any and all proceedings related to the foregoing will be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and will receive notices at such locations as indicated in Section 12.8; provided, however, that if the Bankruptcy Cases have been closed pursuant to Section 350 of the Bankruptcy Code, the parties agree to

unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in New York County or the Commercial Division, Civil Branch of the Supreme Court of the State of New York sitting in New York County and any appellate court from any thereof, for the resolution of any such claim or dispute. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 12.8.

12.5 Waiver of Right to Trial by Jury. Each party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any provision hereof.

12.6 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, will be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained in this Agreement. The waiver by any party hereto of a breach of any provision of this Agreement will not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by Law.

12.7 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York (without giving effect to the principles of conflict of Laws thereof) applicable to contracts made and performed in such State, except to the extent that the Laws of such State are superseded by the Bankruptcy Code.

12.8 Notices. All notices and other communications under this Agreement will be in writing and will be deemed given (a) when delivered personally by hand, (b) upon receipt of confirmation of receipt if sent by facsimile transmission, (c) on the day such communication was sent by e-mail or (d) one Business Day following the day sent by overnight courier, in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a party may have specified by notice given to the other party pursuant to this provision):

If to Sellers, to:

Relativity Media, LLC
9242 Beverly Blvd., Suite 300
Beverly Hills, CA 90210
Facsimile: (310) 786-0159
Attention: Corporate Legal Department
Email: corporate.legal@relativitymedia.com

With a copy (which will not constitute notice) to:

Winston & Strawn LLP
35 W. Wacker Drive
Chicago, IL 60601-9703
Attention: Dan McGuire
Email: dmcguire@winston.com

If to Purchaser, to:

UltraV Holdings LLC
660 Madison Avenue
15th floor
New York, New York 10065
(212) 432-4650
Attention: David Robbins
Email: drobbins663@gmail.com

With copies (which will not constitute notice) to:

Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
Attention: Joel Simon
Adam Harris
Email: joel.simon@srz.com
adam.harris@srz.com

12.9 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms or provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the Proposed Transaction is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the Proposed Transaction are consummated as originally contemplated to the greatest extent possible.

12.10 Assignment. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement will create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by any Seller or Purchaser (by operation of Law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents will be void; provided, however, that Purchaser may assign some or all of its rights or delegate some or all of its obligations hereunder to one or more wholly-owned subsidiaries formed by it prior to the Closing. Except as otherwise expressly provided in this Section 12.10, no assignment of any obligations hereunder will relieve the parties hereto of any such obligations. Upon any such permitted assignment, the references in this Agreement to Sellers or Purchaser will also apply to any such assignee unless the context otherwise requires.

12.11 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner or equityholder of Sellers will have any liability for any obligations or liabilities of Sellers under this Agreement or any agreement entered into in connection herewith of or for any claim based on, in respect of, or by reason of, the Proposed Transaction and thereby.

12.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

12.13 Representation of Sellers and their Affiliates. Following the Closing, Winston & Strawn LLP ("Sellers' Counsel") may serve as advisers to any other party and their respective Affiliates in connection with any matters related to this Agreement and the transactions contemplated hereby, including any litigation, claim or obligation arising out of or relating to this Agreement or the transactions contemplated by this Agreement notwithstanding any representation by Sellers' Counsel of another party or any of its Affiliates. Purchaser hereby (i) waives any claim they have or may have that Sellers' Counsel has a conflict of interest or is otherwise prohibited from engaging in such representation and (ii) agrees that, in the event that a dispute arises after the Closing between Purchaser and any Seller or any of its Affiliates, Sellers' Counsel may represent any Seller or any of its Affiliates in such dispute even though the interests of such Person(s) may be directly adverse to Purchaser and even though such advisor may have represented a Seller in a matter substantially related to such dispute prior to the Closing. Purchaser also further agrees that, as to all communications among counsel and any Seller or its Affiliates and representatives of any Seller or its Affiliates that relate in any way to the transactions contemplated by this Agreement, the attorney-client privilege and the expectation of client confidence belongs to the applicable Seller or Affiliate and may be controlled by the applicable Seller or Affiliate and will not pass to or be claimed by Purchaser.

[*Signature page follows***]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

PURCHASER:

ULTRAV HOLDINGS LLC

By: RMRM Holdings LLC, its managing member

By: AWN Holdings II LLC, a managing member

/s/

Name: David Robbins
Title: Managing Member

COMPANY:

Relativity Media, LLC

By: Relativity Holdings LLC,
its Managing Member

By: /s/
Name: Colin M. Adams
Title: Authorized Signatory

THE OTHER SELLER ENTITIES

Each of the entities listed on Annex A hereto

By: /s/
Name: Colin M. Adams
Title: Authorized Signatory

Annex A

RELATIVITY FASHION, LLC
RELATIVITY HOLDINGS LLC
RML DISTRIBUTION DOMESTIC, LLC
RML DISTRIBUTION INTERNATIONAL, LLC
RMLDD FINANCING, LLC
21 & OVER PRODUCTIONS, LLC
3 DAYS TO KILL PRODUCTIONS, LLC
ARMORED CAR PRODUCTIONS, LLC
BEST OF ME PRODUCTIONS, LLC
BLACK OR WHITE FILMS, LLC
BLACKBIRD PRODUCTIONS, LLC
BRICK MANSIONS ACQUISITIONS, LLC
DON JON ACQUISITIONS, LLC
DR PRODUCTIONS, LLC
FURNACE FILMS, LLC
MALAVITA PRODUCTIONS, LLC
MOVIE PRODUCTIONS, LLC
PARANOIA ACQUISITIONS, LLC
PHANTOM ACQUISITIONS, LLC
RELATIVE MOTION MUSIC, LLC
RELATIVE VELOCITY MUSIC, LLC
RELATIVITY DEVELOPMENT, LLC
RELATIVITY FILMS, LLC
RELATIVITY FOREIGN, LLC
RELATIVITY JACKSON, LLC
RELATIVITY MEDIA DISTRIBUTION, LLC
RELATIVITY MEDIA FILMS, LLC
RELATIVITY MUSIC GROUP, LLC
RELATIVITY PRODUCTION LLC
RELATIVITY ROGUE, LLC
RML ACQUISITIONS I, LLC
RML ACQUISITIONS II, LLC
RML ACQUISITIONS III, LLC
RML ACQUISITIONS IV, LLC
RML ACQUISITIONS V, LLC
RML ACQUISITIONS VI, LLC
RML ACQUISITIONS VII, LLC
RML ACQUISITIONS VIII, LLC
RML ACQUISITIONS IX, LLC
RML ACQUISITIONS X, LLC
RML ACQUISITIONS XI, LLC
RML ACQUISITIONS XIII, LLC
RML DESERT FILMS, LLC
RML ECHO FILMS, LLC
RML FILM DEVELOPMENT, LLC

RML HECTOR FILMS, LLC
RML NOVEMBER FILMS, LLC
RML OCULUS FILMS, LLC
RML ROMEO AND JULIET FILMS, LLC
RML TURKEYS FILMS, LLC
RML WIB FILMS, LLC
RML INTERNATIONAL ASSETS, LLC
ROGUE DIGITAL, LLC
ROGUE GAMES, LLC
ROGUELIFE LLC
SAFE HAVEN PRODUCTIONS, LLC
SNOW WHITE PRODUCTIONS, LLC

EXHIBIT A

[•]

EXHIBIT B

Consulting Letter Agreement by and between Ryan Kavanaugh and UltraV Holdings LLC, dated as of February 26, 2018.

UltraV Holdings LLC

February 26, 2018

Ryan Kavanaugh
2121 Avenue of the Stars Suite 2320
Los Angeles, CA 90067

Dear Ryan:

This letter agreement (the "Letter Agreement") will set forth the terms of your consulting relationship with UltraV Holdings LLC (the "Company") either individually or through a loanout company designated by you (all references to "you" or "your" in this Letter Agreement shall be references to "you", "your", "your loanout company" and "your loanout company's", as applicable).

1. Term. Your consulting relationship with the Company will commence upon the occurrence of the effective date of the plan of reorganization contemplated by that certain Restructuring, Support and Cooperation Agreement by and among you, RKRML Holdings, Inc., Relativity Holdings LLC, and Company dated February 26, 2018 (the "RSA") and will continue until December 31, 2019 (the "Term"). The Term shall automatically be renewed for twelve (12) month periods thereafter unless this Letter Agreement is terminated earlier in accordance with the terms of Section 8 of this Letter Agreement.

2. Services.

(a) You will provide such part-time consulting and advisory services as may be reasonably requested from time to time by the Company from a senior industry executive with comparable experience (the "Services"). You will periodically report to the Company and will coordinate with the Company, or other consultants or agents of the Company, as the Company may direct. You will provide the Services at such times and in such locations as are reasonably necessary to complete the Services, keeping in mind the part time nature of your Services. You agree to devote such efforts as may be reasonably required to perform the Services in a prompt and mutually acceptable manner.

(b) The Services to be provided by you hereunder are not and will not be deemed to be exclusive to the Company, and you will be free to render similar services to others and to engage in all such activities as you deem appropriate, provided that the services you render for others do not materially interfere with or delay your performance hereunder and, further provided, that rendering such services to others will not cause a breach of the confidentiality obligations contained in Section 9 of this Letter Agreement.

(c) You will undertake on the Company's behalf only those activities as will be expressly authorized from time to time by the Company. You will have no authority to (i) incur any obligation or liability on behalf of the Company or any of its affiliates (collectively, the "Company Entities"; from and after the date of commencement of the Term, "Company Entities" shall also include any part of the business of Relativity Holdings LLC and

its Subsidiaries that may be acquired by the Company or any of its Subsidiaries), (ii) act on behalf of or make decisions binding any of the Company Entities (written, oral or otherwise) with respect to the Services hereunder, or otherwise, or (c) hold yourself out to third parties as being a representative or agent of any of the Company Entities.

3. Fees.

(a) During the Term, for Services rendered, the Company will pay you (or your loanout company, as you may determine) a fee of $10,000 per month (the "Fee"), payable on a monthly basis.

(b) The Company will, if required by applicable law, cause to be issued an Internal Revenue Service Form 1099 to account for your Fees, and you will be solely liable for all applicable federal, state and local taxes (or penalties thereon) with respect to your Fees.

4. Expenses. During the Term, the Company will reimburse you for your reasonable business expenses in connection with your providing the Services, in accordance with the Company's policy on the reimbursement of business expenses; provided, however, any expenses in excess of $2,500 will require prior approval of the Company before being incurred.

5. Incentive Award. You will be entitled to receive a grant of an equity award in the form of a profits interest from an entity in the Company's affiliate organizational structure (which may be an entity or organization above or below the Company in such structure selected by the Company in its discretion with a view towards tax efficiency) that will entitle you to receive a profits interest equal to 10% of the value of the Company above $150 million (the "Profits Interest"), subject to the forfeiture provisions set forth in clause (b) of Section 8.

6. Fair Market Value Payment. If the Fair Market Value (as defined below) of the Company's equity reaches $150 million (the "Threshold"), you will be entitled to an additional one-time payment from the Company of $5,000,000 (the "Fair Market Value Payment"), subject to the forfeiture provisions set forth in clause (b) of Section 8. In the event that the Threshold is reached by virtue of a transaction described in Section 6(a)(ii), then the Company shall make the Fair Market Value Payment in cash on the date that cash is received and distributed to the equityholders of the Company in respect of such transaction, but in no event later than March 15th of the year following the year containing the day on which the Threshold is reached. If the Threshold is reached because of a transaction described in Section 6(a)(i) or due to a valuation made pursuant to Section 6(b), then the Company will make the Fair Market Value Payment in cash as soon as practicable, but in any event on the date that is the earlier of (a) 180 calendar days after the Threshold is reached and (ii) March 14th of the year following the year containing the day on which the Threshold is reached. For purposes of this Letter Agreement, "Fair Market Value" of the Company's equity means the valuation thereof, as determined (a) in a bona fide third party arms-length transaction for (i) the acquisition of an equity interest in the Company of at least $25 million, or (ii) the sale of the Company, its assets or all of its equity interests that values the aggregate equity in the Company in an amount at least equal to $150 million, or (b) the valuation, at your expense, of the Company's equity, as determined (i) by an investment banking firm reasonably satisfactory to both Company and you,

based on industry-standard multiples of recurring revenue and/or cash flow and other customary and relevant metrics (but excluding any value ascribed to one-time sales or financings of the Company's existing base of assets) or (ii) by such other valuation firm and in such other manner as you and the Company shall mutually agree. The test in (b) shall be performed once every year during the first quarter of that year. Company will provide you from time to time with accounting or financial statements containing such information as you and the Company reasonably determine is required in order to ascertain the Fair Market Value of the Company.

7. Independent Contractor.

(a) You are and will be deemed for all purposes to be an independent contractor of the Company, and not an employee of the Company or any of its affiliates. You acknowledge that this Letter Agreement is not an employment contract. Consequently, the Fees will not be deemed to be wages, and therefore, will not be subject to any withholdings or deductions.

(b) Nothing contained herein will be construed to create a relationship of employer and employee between the Company and you. Except as set forth in Section 2(a), you will have the sole discretion to determine the manner and means by which you will perform the Services, the hours of work, and when and where such Services are to be performed. You will be solely responsible for all wages, salaries and benefits of any your employees.

(c) The parties further acknowledge that: (i) this Letter Agreement is for a finite term; (ii) you will not receive benefits of any kind in connection with this Letter Agreement or the provision of the Services, including but not limited to health benefits, disability, pension and/or workers' compensation; and (iii) the termination of this Letter Agreement will not give rise to a claim by you for unemployment benefits following this Letter Agreement's termination.

8. Termination; Forfeiture.

(a) This Letter Agreement may be terminated by you for any reason on thirty (30) days' written notice of termination or by the Company at any time and for any reason upon written notice to you. If this Letter Agreement is terminated for any reason, any unpaid Fees will be paid to you within ten (10) business days following the termination date. Your entitlements under Sections 5 and 6 above will survive any termination of this Letter Agreement by Company other than as provided in clause (b) of this Section 8.

(b) (i) If this Letter Agreement or the Services hereunder are terminated (A) by the Company for Cause at any time or (B) by you for any reason prior to December 31, 2019, or (ii) if Cause occurs (A) on after the date on which this Letter Agreement or the Services hereunder are terminated but (B) prior to the date on which the Threshold is reached, then the Profits Interest and the Fair Market Value Payment (together with any right or claim to receive them) will be forfeited without any consideration being paid therefor and otherwise without any further action of the Company whatsoever. For purposes of this Letter Agreement, "Cause" means (1) your failure to substantially perform, or gross negligence in the performance of, your duties under this Letter Agreement; and (2) your acts of dishonesty

resulting or intending to result in personal gain or enrichment at the expense of the Company or any of its Subsidiaries; (3) your commission of, conviction in respect of, plea of guilty or nolo contendere to, or indictment for, a felony, fraud or other material criminal act that has a Material Adverse Effect or would reasonably be expected to have a material adverse effect on the Fair Market Value of the Company's equity; or (4)(A) your and RKRML Holdings, Inc.'s violation of your and its covenants and responsibilities set forth in the RSA that has a Material Adverse Effect, (B) your violation of (i) this Letter Agreement or (ii) any other material agreement of the Company, Relativity Holdings LLC or any of its Subsidiaries to which you are a party that, in each case under this clause (4)(B) has a Material Adverse Effect. "Material Adverse Effect", as used in this Section 8(b), means the failure, action, inaction, occurrence or violation, as the case may be, has a material adverse effect on the Company's financial condition or business prospects or on the Fair Market Value of the Company's equity.

9. Confidential Information. You acknowledge that during the Term you may acquire Confidential Information (as defined below) regarding the business of the Company Entities. Accordingly, you agree that, without the prior written consent of the Company, you will not, at any time, disclose to any unauthorized person or otherwise use any such Confidential Information for any reason other than in furtherance of the business of the Company Entities or as required by law. If you receive a request to disclose any Confidential Information, you will promptly notify the Company, in writing, in order to permit the Company or the applicable Company Entity to seek a protective order or take other appropriate action. You will also cooperate with all efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded to the Confidential Information, provided your cooperation does not violate any law or legal process. If, in the absence of a protective order, you are compelled as a matter of law to disclose Confidential Information, you may disclose to the party compelling such disclosure only that part of the Confidential Information that is required by law to be disclosed (in which case, to the extent permitted by law or legal process, prior to such disclosure, you will advise and consult with the Company or the applicable Company Entity and counsel as to such disclosure and the nature and wording of such disclosure), and you will use best efforts to obtain confidential treatment therefor. "Confidential Information" means non-public confidential, proprietary or trade secret information concerning the Company Entities' operations, systems, services, personnel, marketing, financial affairs, investment performance, philosophies, strategies and techniques, structure, products, product development, technology, valuation models and analysis, credit files, risk management tools, portfolio composition, and clients and investors and client and investor lists (including, without limitation, the identity of clients or investors, names, addresses, contact persons and the client or investors' business or investment status, strategies or needs). "Confidential Information" does not include any information that (a) is or becomes part of the public domain; (b) is rightly received by you from a third party; or (c) is independently developed by you.

10. Work Product. You agree that all ideas (including ideas for or interests in films, movies, screenplays, scripts, and sequels or adaptations of any of the foregoing), inventions, discoveries, systems, interfaces, protocols, concepts, formats, suggestions, creations, developments, arrangements, designs, programs, products, processes, investment strategies, materials, computer programs or software, data bases, improvements, valuation models, risk management tools, portfolio optimization models, or other properties directly related to the business of the Company Entities conceived, made or developed during the Term, whether

conceived by you alone or working with others, and whether patentable or not, and all intellectual property rights therein and thereto (the "Work Product"), will be owned by, and belong exclusively to, the Company and/or its Subsidiaries. For the avoidance of doubt, "Work Product" will not include any Work Product that you develop or developed entirely on your own time without using the Company Entities' equipment, supplies, facilities, or trade secret information, except for such Work Product that either (i) relates, at the time of conception or reduction to practice of such Work Product, directly to the Company Entities' business, or actual or demonstrably anticipated research or development of the Company Entities; or (ii) results from any work performed by you for the Company or any of its Subsidiaries. You acknowledge and agree that all Work Product eligible for copyright protection is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101) and any and all copyrights in such Work Product are therefore owned by the Company and/or its Subsidiaries. To the extent any Work Product may not constitute work made for hire or is not otherwise owned by the Company and/or its Subsidiaries, you hereby assign to the Company your entire right, title and interest in and to the Work Product and agree to execute any documents and take any action reasonably requested by the Company Entities to protect the rights of the Company Entities in any Work Product. Whenever requested by the Company, you will promptly deliver to the Company copies of any and all Work Product in its then-current state of development in its then-current format or a format reasonably specified by the Company. Company acknowledges that you are the founder and the former chairman and chief executive officer of Relativity Holdings LLC and/or its affiliates, that your services hereunder are non-exclusive and that you may engage in businesses that directly compete with the business of the Company Entities. Consequently, in any dispute as to whether or not any material that Company purports to be Work Product actually is Work Product, the burden of proof will be on Company.

11. <u>Company Property</u>.

(a) All written materials, records and documents made by you or coming into your possession during the Term concerning the Company Entities, including but not limited to Confidential Information of the Company Entities whenever it came into your possession, and all tangible items provided to you by the Company Entities during the Term will be the sole property of the applicable Company Entities. At the conclusion of the Term, or upon request of the Company at any time, you will deliver to the Company all of the property of the Company and the non-personal documents and data of any nature and in whatever medium of the Company and you will not take with you any such property, documents or data or any reproduction thereof, or any documents containing or pertaining to any Confidential Information.

(b) You acknowledge and agree that any patents, trademarks, copyrights, other intellectual property rights, software, platform developments and information management systems and processes acquired, owned or created by or on behalf of the Company, Relativity Holdings LLC or its Subsidiaries shall be solely the property of the relevant entity and shall inure to the benefit of such entity, provided that the Company, Relativity Holdings LLC or its Subsidiaries, as applicable, have not abandoned, transferred or otherwise disposed of their respective rights in any such properties.

12. <u>Non-Solicitation</u>. You agree that during the Term and for a six (6) month period following the end of the Term, you will not, without the express written consent of the

Company, directly or indirectly, on behalf of yourself or any other person (i) solicit, induce or encourage the resignation of, or attempt to solicit, induce or encourage the resignation of, any member, partner or employee of the Company Entities; (ii) interfere, or attempt to interfere, or cause a material adverse effect in any way with the relationship between the Company Entities and any member, partner or employee, client, customer, consultant, supplier, other similar third party or any party with whom any of the Company Entities has a contract or other agreement; or (iii) hire, attempt to hire, or assist or participate in the recruiting and/or hiring process of any member, partner or employee of the Company Entities or any individual who was a member, partner or employee of the Company Entities at any time during the six (6) month period immediately prior to the end of the Term. Notwithstanding the foregoing, your solicitation and part-time hiring of employees of Relativity Holdings LLC and its Subsidiaries to perform work for and on behalf of Proxima shall not be a violation of this Section 12, so long as such solicitation and/or part-time hiring does not materially interfere with such employee's work for and responsibilities to Relativity Holdings LLC and its Subsidiaries.

13. Non-Disparagement. You agree that you will not at any time make, publish or communicate to any person or entity, any Disparaging (defined below) remarks, comments or statements concerning the Company Entities or Relativity Holdings LLC and its Subsidiaries or their partners, members or employees. The Company shall direct its partners, members, and executive officers to not at any time make, publish or communicate to any person or entity any Disparaging remarks, comments or statements concerning you and the Company will be liable for their failure to comply with the Company's direction. "Disparaging" remarks, comments or statements are those that impugn the character, honesty, integrity, morality, business acumen or abilities of the individual or entity being disparaged. Each party hereto shall consult with the other party before issuing any press releases or otherwise making any public statements with respect to this Letter Agreement or the transactions contemplated hereby, and no party shall issue any press release or make any public statement without the prior written consent of the other party, except as may be required by law and then only with such prior consultation with such party to the extent practicable.

14. Remedy for Breach; Reformation and Severability. You acknowledge that the Company will be irreparably injured if you violate any of the obligations set forth in Sections 9 through 13 of this Letter Agreement, and that the Company is entitled to seek an order from a court of competent jurisdiction enjoining any such violation without the posting of any bond in addition to all other remedies available to the Company. In case any provision of this Letter Agreement will be declared by a court of competent jurisdiction or an arbitrator to be invalid, illegal or unenforceable as written, you and the Company agree that the court will modify and reform such provision to permit enforcement to the greatest extent possible permitted by law. In addition, if any provision of this Letter Agreement will be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Letter Agreement will in no way be affected or impaired thereby.

15. Exculpation; Indemnification; Expenses.

(a) You shall not be liable to the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by you in good faith on behalf of the Company and in a manner believed to be within the scope of authority conferred on you by this Letter Agreement, except that you shall be liable for any such loss, damage or claim incurred by reason of such your gross negligence, bad faith, willful misconduct, fraud or willful breach of this Letter Agreement. To the fullest extent permitted by applicable law, you shall be entitled to indemnification from the Company and its Subsidiaries for any loss, damage or claim incurred by such you by reason of any act or omission performed or omitted by you in good faith on behalf of the Company and its Subsidiaries and in a manner believed to be within the scope of authority conferred on you by this Letter Agreement, except that you shall not be entitled to be indemnified in respect of any loss, damage or claim incurred by you by reason of your gross negligence, willful misconduct, fraud or breach of this Agreement with respect to such acts or omissions.

(b) To the fullest extent permitted by applicable law, expenses (including, without limitation, reasonable attorneys' fees, disbursements, fines and amounts paid in settlement) incurred by you in defending any claim, demand, action, suit or proceeding made by one or more third parties relating to or arising out of the performance of your duties on behalf of the Company shall, from time to time, be advanced by the Company prior to the final disposition of such third party claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by you or on your behalf to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that you are not entitled to be indemnified as authorized in clause (a) of this Section 15.

16. New Projects – Prior Involvement of Relativity Holdings LLC and its Subsidiaries. The parties acknowledge and anticipate that, from time to time, you and your affiliates may generate or participate in one or more business opportunities or contemplated business opportunities involving projects or ideas (including projects and ideas for films, movies, screenplays, scripts, and sequels or adaptations of any of the foregoing, whether they involve development, production or any other rights, or the sale or transfer of any such rights) that in the past involved Relativity Holdings LLC and/or its Subsidiaries and their businesses or assets, but do not involve the use of intellectual property that is or will at the time be owned by the Company, Relativity Holdings LLC or any of their respective Subsidiaries. You agree to give the Company written notice of any such business opportunity or contemplated business opportunity and, so long as the Company notifies you within 15 days of its and/or its Subsidiaries' desire to jointly participate in any such business opportunity or contemplated business opportunity with you and your affiliates, the Company and/or its Subsidiaries shall have the right to participate therein on the same terms and conditions (including as to titles, credits and responsibilities) as are applicable to you and your affiliates, with a 50/50 split (as between the Company and its Subsidiaries on the one hand, and you and your affiliates on the other) on all economics applicable thereto. You agree that if you and your affiliates choose not to participate in such business opportunity, the Company and its Subsidiaries shall be free to pursue such business opportunity on their own without remuneration to you and your affiliates. The Company agrees that if it and its Subsidiaries choose not to participate in such business

opportunity, you and your affiliates shall be free to pursue such business opportunity on their own without remuneration to the Company and its Subsidiaries.

17. Notice of Rights and Exceptions.

(a) You understand that this Letter Agreement does not limit your ability to communicate with the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies"), including to report possible violations of federal law or regulation or making other disclosures that are protected under the whistleblower provisions of federal law or regulation, or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company.

(b) You will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

18. Miscellaneous.

(a) **Representation.** You expressly represent and warrant to the Company that, as of the date of your execution of this Letter Agreement, you are not a party to any contract or agreement which would in any way preclude or limit your ability to perform the Services and that your relationship with the Company does not violate the terms of any agreement to which you are a party.

(b) **No Fiduciary Duties or Obligations.** The parties acknowledge and agree that no fiduciary duties or obligations shall have been or be deemed to have been created pursuant to or by entering into this Letter Agreement and/or the performance by the parties of their respective obligations hereunder.

(c) **Entire Agreement.** This Letter Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between the parties with respect to the subject matter hereof.

(d) **Amendments and Waivers.** No provision of this Letter Agreement may be amended, modified, waived or discharged except as agreed to in writing by the parties hereto. The failure of a party to insist upon strict adherence to any term of this Letter Agreement on any occasion will not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Letter Agreement.

(e) **Successors and Assigns.** This Letter Agreement, and the rights and obligations hereunder, may not be assigned by you without the express written consent of the Company. Each of the parties agrees and acknowledges that this Letter Agreement, and all of its

terms, will be binding upon their representatives, heirs, executors, administrators, successors and assigns.

(f) **Governing Law.** This Letter Agreement will be governed by and construed in accordance with the laws of the State of California without reference to principles of conflicts of laws.

(g) **Jurisdiction.** Subject to clause (g) below, each party to this Letter Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Letter Agreement or any agreements or transactions contemplated hereby may be brought exclusively in the courts of the State of California in Los Angeles County or of the United States of America for the Central District of California and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum.

(h) **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Letter Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Letter Agreement to arbitrate, other than claims that cannot be subject to mandatory arbitration as a matter of law, shall be determined by arbitration in Los Angeles County, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the arbitrator's decision is based. In addition to any other relief awarded or granted by the arbitrator, the prevailing party in any arbitration as determined by the arbitrator will be entitled to recover its costs and expenses of arbitration, including attorneys' fees and costs. The arbitrator shall not have the power to commit errors of law or legal reasoning, and each party will have the right to seek a review of the award for legal error, confirmation, correction or vacatur in California state court. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

(i) **Survival.** The parties acknowledge that Sections 5, 6 and 8 through 18 of this Letter Agreement will survive the termination of this Letter Agreement.

(j) **Headings.** The headings in this Letter Agreement are included for convenience of reference only and will not affect the interpretation of this Letter Agreement.

(k) **Counterparts and Electronic Signatures.** This Letter Agreement may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Facsimile transmission of signatures on this Letter Agreement or transmission by electronic mail of a PDF document created from the originally signed document will be acceptable to the parties for all purposes.

If the foregoing correctly sets forth the terms of our arrangement, please confirm your agreement therewith by countersigning in the space below by close of business on the date hereof. If you do not return your signed acceptance by this time, the offer set forth herein will lapse and be of no further effect unless the Company notifies you otherwise.

Sincerely,

UltraV Holdings LLC

By: RMRM Holdings LLC, its managing member

By: AWN Holdings II LLC, a managing member

By: _____
Name: David Robbins
Title: Managing Member

Confirmed and Agreed:

_____
Ryan Kavanaugh

Date: _____

If the foregoing correctly sets forth the terms of our arrangement, please confirm your agreement therewith by countersigning in the space below by close of business on the date hereof. If you do not return your signed acceptance by this time, the offer set forth herein will lapse and be of no further effect unless the Company notifies you otherwise.

Sincerely,

UltraV Holdings LLC

By: RMRM Holdings LLC, its managing member

By: AWN Holdings II LLC, a managing member

By: _____
Name: David Robbins
Title: Managing Member

Confirmed and Agreed:

_____
Ryan Kavanaugh

Date: 7/19/18