

Fill in this information to identify the case:Debtor Village Roadshow Entertainment Group USA Inc.United States Bankruptcy Court for the: _____ District of Delaware
(State)Case number 25-10475**Modified Official Form 410
Proof of Claim****12/24**

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	BKS HL Limited	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	See summary page	
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)		
	Contact phone	Contact phone
	Contact email <u>ssilton@cozen.com</u>	Contact email
	Uniform claim identifier (if you use one):	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: __ __ __ __
7. How much is the claim?	\$ <u>Unknown</u> Does this amount include interest or other charges? <input type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Co-Commissioner Producer Agreement and Co-Production and Co-Financing Agreement</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/12/2025
MM / DD / YYYY

/s/Steven H. Siltan
Signature

Print the name of the person who is completing and signing this claim:

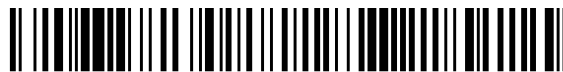
Name Steven H. Siltan
First name Middle name Last name

Title Attorney

Company Cozen OConnor
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 526-6865 | International (781) 575-2076

Debtor: 25-10475 - Village Roadshow Entertainment Group USA Inc. District: District of Delaware		
Creditor: BKS HL Limited Wiggin LLP Jessop House, Jessop Avenue Cheltenham, Gloucester, GL50 3WG England Phone: Phone 2: Fax: Email: ssilton@cozen.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Co-Commissioner Producer Agreement and Co-Production and Co-Financing Agreement	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: Unknown	Includes Interest or Charges: None	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Steven H. Silton on 12-Aug-2025 12:25:19 p.m. Pacific Time Title: Attorney Company: Cozen OConnor		

CO-PRODUCTION AND CO-FINANCING AGREEMENT

"HEATHERS: PICTURE CAPTURE"

THIS AGREEMENT dated ~~04~~ October 2022, with effect from 28 April 2022

BETWEEN:

VILLAGE ROADSHOW ENTERTAINMENT GROUP USA INC., a Delaware corporation,
10100 Santa Monica Boulevard, Suite 200, Los Angeles, California 90067, USA ("**VREG**")

AND

BILL KENWRIGHT STUDIOS LIMITED, a limited liability company incorporated under the
laws of England and Wales with company number 13623062 ("**BKStudios**")

WHEREAS:

- A. VREG and BKStudios (collectively referred to as "**Co-Producers**") intend to co-produce and co-finance a digital capture of a full-length performance of the stage production of "**HEATHERS THE MUSICAL**" at The Other Palace in London on May 16 through May 19, 2022, which is provisionally entitled "**HEATHERS – PICTURE CAPTURE**" ("**Picture**").
- B. This Agreement sets out the terms and conditions for the financing, production, and distribution of the Picture.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

AGREEMENT:

1. OBJECT

1.1 The Co-Producers agree:

- 1.1.1 to co-produce the Picture, in accordance with the terms of this Agreement;
- 1.1.2 to co-finance the Total Production Cost (as defined in the Co-Commissioning Producer Agreement, dated with effect from 28 April 2022, between BKS HL Limited (a limited liability company incorporated under the laws of England and Wales with company number 14075350) ("**Film Production Company**") and the Co-Producers ("**Co-Commissioning Producer Agreement**") of the Picture, and the Total Production Cost will be financed 50% by VREG and 50% by BKStudios, it being acknowledged that the parties have now provided all such finance to the Film Production Company.
- 1.1.3 to exploit and distribute the Picture worldwide, in its original version or any and all other versions, dubbed or sub-titled, in accordance with the terms hereof;
- 1.1.4 to share revenues, as provided hereunder, to be gained from the exploitation and distribution of the Picture.



2. PRODUCTION

- 2.1 Co-Producers agree to engage the Film Production Company on an independent contractor basis to produce the Picture, apply for the UK tax credit, and provide all Production Services listed in Schedule 2 to the Co-Commissioning Producer Agreement including without limitation all pre-production, production and post-production services and elements in connection therewith. The parties acknowledged that Film Production Company is a related party to BKStudios. It is agreed and acknowledged that any Incentives (as defined under the Co-Commissioning Producer Agreement) shall be shared equally between the Co-Producers.

3. CREDITS AND COPYRIGHT IN THE PICTURE

- 3.1 Each of the Co-Producers shall be accorded a production company credit (plus static logo) in the front end titles of the Picture in each case in the same size and type on all positive copies of the Picture and, subject to customary exclusions, restrictions and approvals, on all major paid publicity and advertising materials for the Picture in the following form:
- "A Village Roadshow Pictures and BKStudios Production".**
- 3.2 David Gilbery and Naomi George shall each be accorded executive producer credits on a shared card in the main titles of the Picture in each case in the same size and type on all positive copies of the Picture and, subject to customary exclusions, restrictions and approvals, on all major paid publicity and advertising materials for the Picture.
- 3.3 Bill Kenwright shall be accorded an individual producer credit in the form "Produced by Bill Kenwright" on a single card in the main titles of the Picture in no less favourable size or type than any other individual credits on all positive copies of the Picture and, subject to customary exclusions, restrictions and approvals, on all major paid publicity and advertising materials for the Picture.
- 3.4 Each of the Co-Producers shall be accorded a static logo in the end titles of the Picture in each case in the same size and type on all positive copies of the Picture.
- 3.5 Main titles shall mean that portion of the Film's credits where the "directed by" credit appears.
- 3.6 Co-Producers shall jointly own the entire copyright in the Picture throughout the universe with the full and unfettered right to make such use of the Picture and all subsidiary and ancillary rights related to the Picture and neither party shall assign or transfer the copyright to a third party or exploit any subsidiary and ancillary rights related to the Picture without the prior written consent of the other party.
- 3.7 The end titles of the Picture shall include a copyright notice with conformity with the laws of the United States and the Universal Copyright Convention relative to the form and content of copyright notices designating VREG and BKStudios as the copyright owners of the Picture in the form: © 2022 BKStudios and Village Roadshow Entertainment Group USA Inc.

4. DISTRIBUTION

- 4.1 Co-Producers shall own the exclusive right to promote, market, distribute, subdistribute and otherwise exploit the Picture and all elements thereof including but not limited to rent, license, lease, exhibit, distribute, as well as the right to reproduce, in whole or in part, in all media now

known or hereafter discovered, including, without limitation, theatrically, non-theatrically, by free, pay, cable, satellite, streaming, digital and all other television, home video, merchandising, music and literary publishing rights, soundtrack, internet, derivative, multi-media, wireless, all ancillary, merchandizing rights and other rights of all kind (hereinafter, "Distribution Rights").

- 4.2 VREG agrees to act as a sales agent in accordance with the terms set out herein and accordingly BKStudios agrees to licence the Distribution Rights to VREG on an exclusive basis to the extent required for VREG to exploit the Distribution Rights in accordance with this Agreement throughout the world (the "Territory"). VREG agrees to provide all normal and customary services rendered by global sales distributors, including, without limitation (i) using commercially reasonable efforts to negotiate and secure license and/or distribution agreements and amendments thereto ("License Agreements") with distributors and/or licensees ("Distributors") in the Territory, (ii) negotiating the material commercial points of a sale consistent with market conditions and VREG's good faith business judgment (e.g., including, without limitation, minimum guarantee, rights, territory, backend, term, distribution fee, recoupment schedule, access to marketing materials cleared on a worldwide basis, including without limitation, key art, trailer), (iii) providing BKStudios with sales reports, including updates on sales for the Picture after each major film market where the Picture is represented in accordance with the provisions set out in Schedule 1 hereto; (iv) arranging and coordinating the preparation of publicity, promotional materials, and advertising such as promotional and so-called "sizzle reels", marketing and distribution bibles, trailers and website creation, (v) arranging, coordinating and effecting "delivery" of the Picture to Distributors as and when required by their License Agreements and (vi) coordinating the marketing, distribution and release (including P&A spend and release dates) of the Picture. VREG makes no representations or warranties about achieving a minimum number of sales.
- 4.3 BKStudios shall have the right to approve the material commercial terms (e.g., minimum guarantee, rights, territory, backend, term and distribution fees) of any License Agreements for any Major Territory in accordance with the provisions set out in Schedule 1 hereto; it is acknowledged that BKStudios has approved the Roku agreement for North America and Latin America. Major Territory shall mean any of the following nine (9) countries: (i) United Kingdom; (ii) United States; (iii) Australia; (iv) France; (v) Germany; (vi) Italy; (vii) Spain; (viii) Japan; and (ix) Korea.
- 4.4 VREG shall act as collection agent for the Picture and shall accordingly account to BKStudios and any third parties in respect of any revenue derived from the distribution and exploitation of the Picture and any and all allied and ancillary rights therein ("Gross Receipts") in accordance with clause 5 below. VREG shall be required to examine all accountings from all Distributors and exert commercially reasonable efforts to procure prompt and accurate accountings and payment set out in their License Agreements.
- 4.5 VREG shall have the right to authorize Distributors to edit the Picture solely for local television broadcast standards, censorship purposes, cultural issues, run time requirements and to insert commercials.
- 4.6 VREG shall consult with BKStudios with regard to any key publicity materials, its marketing campaign for the Picture and its launch plans for the Picture.
- 4.7 VREG shall be entitled to a distribution fee equal to seven and a half percent (7.5%) of the gross revenue from the license of the Picture to Roku for North America and Latin America ("Roku Sales Commission"), and a distribution fee equal to ten percent (10%) of the Gross Receipts from all

other licenses or sales in all media on a worldwide basis ("**ROW Sales Commission**") (Roku Sales Commission and ROW Sales Commission, collectively "**Distribution Fees**").

- 4.8 The Co-Producers shall have mutual approval with respect to the timing and content of the initial press release to be issued announcing the parties' involvement with the Picture.

5. DISTRIBUTION STATEMENTS

- 5.1 The parties agree that the Gross Receipts for the Picture shall be collected by VREG and shall be allocated to VREG and BKStudios per the following waterfall:

1. VREG shall retain its Distribution Fees as set forth in clause 4.7 above;
2. Thereafter, VREG shall recoup distribution and marketing expenses attributable to the Picture that have been paid, advanced or reimbursed by VREG ("**Distribution Expenses**") subject to a cap of US\$150,000 (Distribution Expenses incurred by VREG in excess of US\$150,000 must be pre-approved in writing by BKStudios; provided that, no Distribution Expenses shall be recouped by VREG from Gross Receipts under the initial licensing agreement with Roku for North America and Latin America;
3. Thereafter, Gross Receipts remaining after the deduction of Distribution Fees and Distribution Expenses ("**Remaining Gross Receipts**") shall be allocated fifty percent (50%) to VREG and fifty percent (50%) to BKStudios to recoup their respective contributions to the Total Production Cost of the Picture;
4. Thereafter, from any Remaining Gross Receipts, VREG shall pay all third party participations paid or owing, which are attributable to the Picture and have been mutually approved by VREG and BKStudios in advance in writing ("**Third Party Participations**"); and
5. Thereafter, the balance of Gross Receipts ("**Net Profits**") shall be allocated fifty percent (50%) to VREG and fifty percent (50%) to BKStudios.

- 5.2 VREG shall prepare and provide reporting statements to report all Gross Receipts from all media in the Territory that have been collected and to detail the amount of Distribution Fees, Distribution Expenses, recoupment of the Total Production Cost of the Picture and any Third Party Participations which have been paid or are due and payable (such reporting, "**Distribution Statements**") to BKStudios, on both a periodic and cumulative basis. Distribution Statements, and the payment to BKStudios of amounts due in accordance with sub-paragraphs 3 and 5 of clause 5.1 above, shall be issued in accordance with the timetables set forth below and shall commence as of the end of the month in which the initial North America release occurs ("**Initial Domestic Release Date**") with respect to the Picture (being 30th September 2022). Distribution Statements rendered by VREG may be changed from time to time to give effect to year-end adjustments made by VREG's accounting department or public accountants, or to items overlooked, to correct errors, and for similar purposes. All amounts payable to BKStudios hereunder shall be subject to all laws and regulations now or hereafter in existence requiring deduction or withholdings for income or other taxes payable by or assessable against BKStudios. VREG shall have the right to make such deductions and withholdings, and the payment thereof, as required by law or regulation.

VREG shall render period Distribution Statements on an actual basis for the Picture as follows: (a) monthly Distribution Statements for six (6) months following the Initial Domestic Release Date; (b)

quarterly Distribution Statements for one (1) year after the reporting described in clause (a) above;
(c) semi-annual Distribution Statements for one (1) year after the reporting in clause (b) above;
and annual Distribution Statements thereafter.

Distribution Statements shall be due within thirty (30) days after the end of each reporting period for monthly statements reported on an actual basis. Distribution Statements shall be due within forty-five (45) days after the end of each reporting period for quarterly, semi-annual and annual statements reported on an actual basis. Payments to BKStudios (or as directed by it) required hereunder shall be made with the submission of the Distribution Statements reported on an actual basis. VREG shall estimate and pay advances due to BKStudios for all amounts received under the Roku license agreement within ten (10) days of receipt by VREG of any such amounts from Roku.

- 5.3 VREG shall maintain full and complete records of all transactions in connection with the distribution and exploitation of the Picture and the incurrence of Distribution Expenses for a period of not less than five (5) years following delivery of the first Distribution Statements which includes the results of such transactions (or such longer period of time as disputes relating to such transaction remain unresolved. BKStudios shall have the right once a year, at its own expense and with reasonable notice, to inspect and audit the applicable records of VREG with respect to the distribution and exploitation of Picture to ascertain the accuracy of statements hereunder. No objection may be first asserted after the expiration of 36 months following the delivery of the first Distribution Statement which includes the information which is the subject of the objection. Any legal proceeding to resolve a dispute with regard to any Distribution Statement must be commenced within 42 months following delivery of such Distribution Statement irrespective of whether BKStudios claims any damage was incurred as a result of such disputed Distribution Statement. Any audit and or inspection shall take place at VREG's principal place of business. Any such audit shall be conducted only by a certified public accountant, such audit to take place during reasonable business hours. VREG shall be furnished with a copy of such auditor's report as soon as reasonably practicable. If the audit reveals an underpayment of more than US\$5,000 or 10%, VREG shall reimburse BKStudios the reasonable costs of the audit (along with the amount of any discrepancy).

6. INDEMNIFICATION

- 6.1 **Indemnity by VREG.** VREG shall indemnify BKStudios against any and all liability, damages, costs and expenses (including reasonable outside attorneys' fees and costs) in connection with any third party claim or action arising (other than those arising out of a breach of BK Studio's representations, warranties or agreements hereunder) in connection with VREG's financing and distribution or exploitation of the Picture and/or any element thereof or therein.
- 6.2 **Indemnity by BKStudios.** BKStudios shall indemnify and defend VREG against any and all liability, damages, costs and expenses (including reasonable attorneys' fees and costs) in connection with any third party claim or action (other than those arising out of a breach of VREG's representations, warranties or agreements hereunder) in connection with BKStudios's financing and production of the Picture and/or any element thereof or therein.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS OF VREG

VREG represents, warrants and covenants as follows:

- 7.1 **Corporate Power.** VREG is a corporation duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and has the full corporate right, power and authority to enter into and perform its obligations hereunder.
- 7.2 **No Litigation.** There is no matter, litigation, tax claim, proceeding or dispute pending or threatened against or affecting VREG or its property, the adverse determination of which might materially and adversely affect VREG's financial condition or operations or impair VREG's ability to perform its obligations hereunder.
- 7.3 **No Contravention of Laws; No Illegal Payments.** The execution and delivery of this Agreement does not, and the performance by VREG of its obligations under this Agreement will not contravene any laws, regulations or by-laws applicable thereto and all consents, licenses, approvals, authorizations or exemptions of any governmental body or regulatory authority required or advisable for or in connection with the execution, delivery and performance of VREG hereunder have been obtained and are in full force and effect.
- 7.4 **No Insolvency.** VREG is not threatened with insolvency and it has and will continue to have the financial resources to perform its obligations under this Agreement.
- 7.5 VREG further agrees to and repeats all of the sales agency representations and undertakings set out in Schedule 1 hereto.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BKSTUDIOS

BKStudios represents, warrants and covenants as follows:

- 8.1 **Corporate Power.** BKStudios is a corporation duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and has the full corporate right, power and authority to enter into and perform its obligations hereunder.
- 8.2 **No Litigation.** There is no matter, litigation, tax claim, proceeding or dispute pending or threatened against or affecting BKStudios or its property, the adverse determination of which might materially and adversely affect BKStudios's financial condition or operations or impair BKStudios's ability to perform its obligations hereunder.
- 8.3 **No Contravention of Laws; No Illegal Payments.** The execution and delivery of this Agreement does not, and the performance by BKStudios of its obligations under this Agreement will not contravene any laws, regulations or by-laws applicable thereto and all consents, licenses, approvals, authorizations or exemptions of any governmental body or regulatory authority required or advisable for or in connection with the execution, delivery and performance of BKStudios hereunder have been obtained and are in full force and effect.
- 8.4 **No Insolvency.** BKStudios is not threatened with insolvency and it has and will continue to have the financial resources to perform its obligations under this Agreement.

9. TERMINATION

- 9.1. If any party shall commit a material breach of this Agreement and (if capable of remedy) shall fail to remedy the same within seven (7) days of written notice notifying the breach and requiring its remedy; or if any party shall go into liquidation (other than for the

purposes of solvent amalgamation or reconstruction) or become insolvent or bankrupt or have a liquidator, receiver, administrator or other similar official appointed over any of its assets or fail to satisfy any final judgement within seven (7) days thereof or shall cease to carry on all or a substantial part of its business or if anything analogous and having substantially similar effect ("**Defaulting Party**") to any of the foregoing events shall happen under the laws of the jurisdiction of incorporation, then any other party ("**Non-Defaulting Party**") shall be entitled to terminate this Agreement (as between itself and the Defaulting Party) by notice in writing to the Defaulting Party.

- 9.2. The parties expressly agree that throughout the duration of this Agreement, in the event of any default of any of the terms of this Agreement by the other, each party's only remedy will be an action at law for damages and in no event shall any party be entitled to rescind this Agreement or to receive any injunctive or other equitable relief or to restrain the distribution, exhibition, advertising or other exploitation of the Picture.

10. APPLICABLE LAW AND JURISDICTION

- 10.1 This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of California applicable to contracts entered into and fully performed therein (other than its rules of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby) and shall be subject to the exclusive jurisdiction of the Courts of California and the United Kingdom.

11. NOTICES

- 11.1 Except as otherwise provided herein, any notice, request, demand or other communication contemplated hereunder, shall be in writing and shall be personally served by post or sent by email and shall be deemed to have been given seven (7) days after mailing in the case of notices by mail, or when transmitted by email on the day of transmission (save in the event of bounce back), as the case may be. The addresses of the parties (until notice of a change thereof is served) shall be as follows:

- (a) in the case of notice to VREG, addressed to it as follows:

Village Roadshow Entertainment Group USA Inc.
10100 Santa Monica Blvd, Suite 200
Los Angeles, California 90067 USA
Attention: Louis Santor
Email: louis.santor@vreg.com
Attention: Kevin P. Berg
Email: kevin.berg@vreg.com

- (b) in the case of notice to BKStudios, addressed to it as follows:

Bill Kenwright Studios Limited
BKL House, 1 Venice Walk
London, England W2 1RR
Attention: David Gilbery
Email: David.Gilbery@bkstudios.co.uk

12. GENERAL PROVISIONS


- 12.1 Nothing herein contained shall create any association, partnership, joint venture or the relationship of principal and between the parties, it being understood that the parties are, with respect to each other, independent contractors, and no party shall have any authority to bind the others or the others' representatives in any way save as set out in this Agreement.
- 12.2 Each of the parties shall, at the request of the other, from time to time after the date hereof, execute and deliver such other instruments and documents, as may be reasonably necessary to further evidence, perfect, maintain, effectuate or defend any and all respective rights and obligations of the parties hereunder.
- 12.3 The parties expressly agree that in the event of a breach of any obligations, warranties or covenants hereunder, the sole remedy will be an action at law for damages, if any, and the parties acknowledge that none of them shall have the right to institute any proceedings to enjoin or restrain the production, exhibition, distribution or other turning to account of the Picture.
- 12.4 If any provision of this Agreement shall be prohibited by or adjudged by a court to be unlawful void or unenforceable such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement.
- 12.5 This Agreement expresses the entire understanding of the parties hereto and replaces any and all former agreements, understandings or representations relating in any way to the subject matter hereof.
- 12.6 No amendment, modification, supplement, change or waiver of the provisions of this Agreement shall be valid unless in writing signed by or on behalf of the parties hereto.
- 12.7 This Agreement may be executed in any number of counterparts and by digital transmission, each of which including digital transmissions when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[signature page follows]

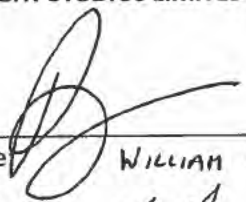
AS WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the date as first written above.

VILLAGE ROADSHOW ENTERTAINMENT GROUP USA INC.

By: 
Name: LOUIS SANTORA
Title: COO

Witness: 
Name: KEVIN PETER BERK
Title: GENERAL COUNSEL

BILL KENWRIGHT STUDIOS LIMITED

By:  X
Name: WILLIAM KENWRIGHT
Title:

Witness: 
Name: ALAN SHARP
Title:

**SCHEDULE 1
SALES AGENCY UNDERTAKINGS**

VREG represents, warrants and undertakes to BKStudios that:

- 1 it will not discriminate against the Picture or use it to secure more advantageous terms for any other film, product or service and will contractually require that each Distributor agrees the same;
- 2 it will not materially amend, modify, terminate, supplement or cancel any License Agreement in a manner which would materially adversely affect the rights of the BKStudios without first obtaining the written consent of the BKStudios;
- 3 BKStudios shall have a right of prior written approval over any Licence Agreement in any of the Major Territories (such consent not to be unreasonably withheld or delayed and such approval shall be deemed to have been given if the VREG has not received notice of BKStudios's approval or disapproval within three (3) days of receipt of written request (or 36 hours during any film markets) to the entry into of such Licence Agreement; and if the BKStudios does give its approval in accordance with this Clause then the VREG shall send BKStudios a copy of the same once fully executed;
- 4 it will not materially amend, modify, terminate, supplement or cancel any License Agreement in any manner which affects the payment obligations of any Distributors without first obtaining the written consent of the BKStudios;
- 5 it will send to the BKStudios sales reports within 30 days after the end of each major film market (being Cannes, Sundance, AFM, Toronto and Berlin), provided that if there are no new sales; no sales report must be sent, or otherwise on written request from BKStudios (by email will suffice);
- 6 if a Distributor does not make payment when due pursuant to a License Agreement, VREG will use reasonable commercial endeavours to obtain such payment from the defaulting Distributor and keep BKStudios regularly informed of the action it is taking, and proposes to take, and promptly on reasonable written request send to the BKStudios copies of all correspondence between it and the Distributor relating thereto;
- 7 if payment from a Distributor is overdue and alternative payment proposals satisfactory to VREG have not been agreed with that Distributor, upon the BKStudios's written request (having consulted with the VREG) promptly terminate (the applicable License Agreement (if it has the right to do so under such License Agreement);
- 8 it shall use all commercially reasonable efforts to protect the Picture against piracy and unauthorised copying;
- 9 it will comply, and will contractually require each Distributor to comply, with all required screen credits, paid advertising and publicity and promotional requirements; and
- 10 it shall not alter or delete any credit, logo, copyright notice, or trademark notice appearing on the Picture, and VREG may not change the title of the Picture without BKStudios' prior written consent.