

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.

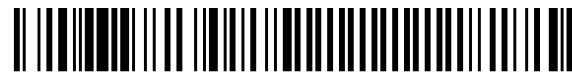
Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, 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?	<u>Moonshot Entertainment, Inc.</u> 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? See summary page Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Contact phone <u>310 553-3610</u> Contact email <u>CNicholas@GreenbergGlusker.com</u>	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____ (see summary page for notice party information) 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>797,420.50</u> Does this amount include interest or other charges? <input checked="" 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>See attached rider</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 07/16/2025
MM / DD / YYYY

/s/Bryan Cranston
Signature

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

Name Bryan Cranston
First name Middle name Last name

Title President

Company Moonshot Entertainment, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 15821 Ventura Blvd. #500, Encino, CA, 91436

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: Moonshot Entertainment, Inc. c/o Greenberg Glusker LLP attn: Cole Nicholas 2049 Century Park East, Ste. 2600 Los Angeles, CA, 90067 USA Phone: 310 553-3610 Phone 2: Fax: Email: CNicholas@GreenbergGlusker.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Disbursement/Notice Parties: Greenberg Glusker LLP c/o Cole Nicholas 2049 Century Park East, Ste. 2600 Los Angeles, CA, 90067 Phone: 310 553-3610 Phone 2: Fax: E-mail: CNicholas@greenbergglusker.com		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: See attached rider	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 797,420.50	Includes Interest or Charges: No	
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:

Bryan Cranston on 16-Jul-2025 6:28:54 p.m. Pacific Time

Title:

President

Company:

Moonshot Entertainment, Inc.

Optional Signature Address:

15821 Ventura Blvd. #500

Encino, CA, 91436

Telephone Number:**Email:**

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 one:

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

☐ Up to \$3,800* 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 \$17,150*) 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.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

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 acknowledgment 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 a 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 7/16/2025
MM / DD / YYYY

Bryan Cranston
Signature

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

Name Bryan Cranston
First name Middle name Last name

Title President

Company Moonshot Entertainment, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 15821 Ventura Blvd. #500
Number Street

Encino CA 91436
City State ZIP Code

Contact phone _____ Email _____

In re: Village Roadshow Entertainment Group USA Inc.
(Case No. 25-10475 (TMH))

**RIDER TO PROOF OF CLAIM OF
MOONSHOT ENTERTAINMENT, INC.**

1. Background Summary

Moonshot Entertainment, Inc. (“Moonshot”) and Village Roadshow Entertainment Group USA Inc. (the “Debtor”)¹ are parties to that certain Letter Agreement re: “First Look” at Certain Audio, Visual, and Audiovisual Projects dated as of July 1, 2022 (the “Agreement”)². The Agreement provides that during its term, Moonshot will submit to the Debtor, on a “first look” basis, certain of Moonshot’s ideas, concepts and projects (each a “Submitted Project”). In exchange, the Debtor was required to pay to Moonshot monthly installments over three years to cover overhead, as specifically set forth in the Agreement.

A Submitted Project would be evaluated by the Debtor which would either reject the project or approve it. Once approved, the project becomes an “Approved Project.” With respect to an Approved Project, the Agreement provides, among other things, that the Debtor will actively develop the project in collaboration with Moonshot. The Agreement then contains obligations of the Debtor and Moonshot with respect thereto, including that the Debtor will provide Moonshot with executive producer credit.

To date, there is one Approved Project – entitled *Tightrope*. *Tightrope* became an Approved Project in early 2023, but substantial additional steps are required in furtherance of the project.

On April 28, 2025, the Debtor filed its *Notice of Possible Assumption and Assignment of Certain Executory Contracts* [Docket No. 293] (the “Notice of Possible Assumption”), whereby the Debtor listed the Agreement as an executory contract that the Debtor may seek to assume and assign to a buyer as part of the sale of assets contemplated in the Debtor’s motion to sell assets [Docket No. 11] (the “Bid Procedures and Sale Motion”). The Notice of Possible Assumption also states that the “cure amount” due under the Agreement is \$797,420.50. Moonshot agrees that \$797,420.50 is the amount owed.

Since filing the Notice of Possible Assumption, the Debtor has filed multiple notices of potential assumption and assignment [see Docket Nos. 297, 345, and 510], but none have included the Agreement. As of the date of this filing, the Debtor has not filed any notice indicating that it intends to assume and assign the Agreement.

¹ Although these cases are being jointly administered, the Agreement forming the basis of this claim is solely between Moonshot and Village Roadshow Entertainment Group USA Inc., which is referred to herein for convenience as the “Debtor.”

² The First Look Agreement is not attached due to confidentiality provisions contained therein. The Debtor has a copy of the First Look Agreement. If any of the issues raised herein are contested, Moonshot is willing to work with the Debtor and other interested parties, as may be necessary, in order to provide the First Look Agreement on a confidential basis and/or to file it under seal in accordance with the Court’s Local Rules.

On May 12, 2025, Moonshot filed its *Limited Objection and Reservation of Rights to Sale of the Debtor's Assets and Entry of a Sale Order* [Docket No. 328], whereby Moonshot objected to the Bid Procedures and Sale Motion and submitted, *inter alia*, that the Agreement is executory given the many material unperformed obligations of both parties thereunder and that any buyer who seeks to acquire the Debtor's rights in *Tightrope* may only do so subject to the terms of the Agreement and pursuant to the assumption and assignment provisions of 11 U.S.C. §365.

2. General Unsecured Claim for Amounts Owed Under the Agreement

Regardless of whether the Agreement is ultimately assumed or assigned, the Debtor remains liable for amounts due and unpaid under the Agreement arising from missed monthly installment payments. As of the date of this filing, the Debtor owes Moonshot **\$797,420.50**, all of which was incurred prepetition.

3. Reservation of Rights

Moonshot recognizes that the Debtor has reserved the right to (i) argue that any contract included on the Notice of Possible Assumption is not executory, (ii) remove any executory contract from the assumption and assignment list or (iii) alter the cure amount. Moonshot hereby reserves its right to address any such argument, removal or alteration if it occurs.

Furthermore, in regard to any potential future assumption or assignment, Moonshot reserves all rights with respect to the issue of adequate assurance of future performance.

In addition to the rights reserved above, and notwithstanding anything herein or in the accompanying proof of claim form to the contrary, Moonshot reserves all rights to (i) include in this claim all permitted attorney's fees and costs; and (ii) assert a setoff in connection with any claim that the Debtor may assert.