

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
)	Chapter 11
)	
VILLAGE ROADSHOW ENTERTAINMENT)	Case No. 25-10475 (TMH)
GROUP USA INC., <i>et al.</i> , ¹)	
)	(Jointly Administered)
Debtors.)	
)	<u>Hearing Date:</u> January 26, 2026 at 2:00 p.m. (ET)
)	<u>Obj. Deadline:</u> December 30, 2025 at 4:00 p.m. (ET)

DEBTORS' MOTION FOR ENTRY OF AN ORDER
(I) APPROVING AMENDMENT TO LIBRARY ASSETS
PURCHASE AGREEMENT, (II) APPROVING THE ASSUMPTION
AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS
IN CONNECTION THEREWITH, AND (III) GRANTING RELATED RELIEF

The above-captioned debtors and debtors in possession (collectively, the "Debtors" or "Village")² respectfully represent as follows in support of this motion (this "Motion"):

RELIEF REQUESTED

1. By this Motion, the Debtors respectfully request the entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") and Rule 6004(h) and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), (a) authorizing and approving the Debtors' entry into that certain *First Amendment to Purchase Agreement* attached to the Proposed Order as **Exhibit 1** (the "Amendment"), by and

¹ The last four digits of Village Roadshow Entertainment Group USA Inc.'s federal tax identification number are 0343. The mailing address for Village Roadshow Entertainment Group USA Inc. is 750 N. San Vicente Blvd., Suite 800 West, West Hollywood, CA 90069. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors and the last four digits of their federal tax identification is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://www.veritaglobal.net/vreg>.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Bid Procedures Order, the Library Sale Order, or the Amendment (each as defined herein), as applicable.



between the Debtors listed therein (together, the “Sellers”) and Alcon Media Group, LLC (the “Buyer,” and together with Sellers, the “Parties”), which amends that certain *Purchase Agreement*, dated as of July 1, 2025, by and among certain of the Sellers and Alcon (the “Library Assets APA”), (b) approving the assumption and assignment of certain executory contracts in connection therewith, and (c) granting related relief.

JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. Pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtors confirm their consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of the Chapter 11 Cases and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

4. The legal bases for the relief requested herein are sections 105(a), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 6004(h) and 6006.

BACKGROUND

I. General Background

5. On March 17, 2025 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are managing their properties and operating their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On March 27, 2025, the United States Trustee for the District of

Delaware (the “U.S. Trustee”) appointed an Official Committee of Unsecured Creditors (the “Committee”) [Docket No. 103]. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

6. Additional information regarding the Debtors, their business, capital structure, and the circumstances leading to the commencement of these chapter 11 cases are set forth in the *Declaration of Keith Maib in Support of First Day Relief* [Docket No. 2] (the “First Day Declaration”), which is fully incorporated herein by reference.

II. The Library Assets Sale

7. On the Petition Date, the Debtors filed a motion [Docket No. 11] (the “Bid Procedures and Sale Motion”) seeking, among other things, approval of bid procedures (the “Bid Procedures”) in connection with one or more sales or dispositions of substantially all of the Debtors’ assets, including the Debtors’ interests in their library of 108 motion picture films (the “Library Assets”). On April 16, 2025, the Debtors filed a motion [Docket No. 197] (the “Stalking Horse Supplement”) seeking entry of an order modifying certain of the relief requested in the Bid Procedures and Sale Motion and approving the designation of Alcon as the new stalking horse bidder for the Library Assets. On April 24, 2025, the Court entered an order [Docket No. 276] (the “Bid Procedures Order”) approving, among other things, the Bid Procedures, which established key dates and times relating to the Sale and the Auction, and granting the relief requested in the Stalking Horse Supplement.

8. Other than Alcon’s stalking horse bid, the Debtors did not receive any Qualified Bids for the Library Assets. Accordingly, on May 22, 2025, the Debtors filed the *Notice of Successful Bidder for Library Assets* [Docket No. 396], which named Alcon as the Successful Bidder for the Library Assets. On June 20, 2025, the Bankruptcy Court entered the *Order (I) Approving the Sale of Library Assets Free and Clear of All Liens, Claims, Interests, and*

Encumbrances, (II) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith, and (III) Granting Related Relief [Docket No. 562] (the “Library Assets Sale Order”) approving the sale of the Library Assets to Alcon pursuant to the terms of the Library Assets APA. The Library Assets Sale Order memorialized an agreement between the Debtors, Alcon, and Warner Bros. Entertainment Inc. and its affiliates (collectively, “Warner”) resolving all objections raised by Warner to the Library Assets sale.

9. On July 23, 2025, the sale of the Library Assets to Alcon closed, and the Debtors filed the *Notice of Library Assets Sale Closing* [Docket No. 689]. Pursuant to the Library Assets Sale Order, the Debtors applied the proceeds of the Library Assets sale: (a) first to satisfy all of the Debtors’ outstanding obligations under the ABS facility; (b) second, to satisfy all of the Debtors’ outstanding obligations under the DIP Facility; (c) third, to fund the Warner Bros. Reserve; (d) fourth, to fund the Library Reserve; and (e) fifth, to the Sellers’ estates.

10. Paragraph 35 of the Library Assets Sale Order provides the following:

Except in the case of a material amendment, the APA and any related agreements may be amended, supplemented, or otherwise modified by the parties thereto and in accordance with the terms thereof, without further action or order of the Court; *provided that* any such amendment, supplement, or modification shall require the prior written consent of the Buyer and shall not have a material adverse effect on the Debtors’ estates. Any material amendments shall require approval of this Court.

III. The Amendment

11. Prior to the Petition Date, in December 2023, the Debtors sold their share of participation revenues in *Wonka* to Alcon in December 2023 in exchange for Alcon financing Village’s acquisition of a 50% interest in the film. While the Debtors originally sought to sell their non-economic interests in *Wonka* to Alcon as well, at the time of the transaction, Warner wished

to remain in contractual privity with the Debtors and therefore declined to consent to Alcon being substituted in as its direct co-financing partner for the film.

12. Given that the Debtors had already sold their economic interests in *Wonka*, the Debtors' remaining non-economic interests in *Wonka* were excluded from the prepetition and postpetition marketing processes for the Library Assets because they did not present a source of value to any potential purchasers other than Alcon. As a result, the original stalking horse bid for the Library Assets submitted by CP Ventura LLC did not include any of the Debtors' remaining interests in *Wonka* as purchased assets. Thus, when Alcon submitted an overbid to become the new stalking horse on substantially the same terms as the bid submitted by CP Ventura LLC, Alcon's bid also excluded the Debtors' remaining interests in *Wonka*.

13. Now that the sale of the Library Assets has closed, Alcon and Warner are in direct contractual privity with respect to all other films previously co-owned by the Debtors, with *Wonka* being the sole exception. Accordingly, following good-faith negotiations between the Debtors, Alcon, and Warner, as well as review and approval by the Debtors' management, the Debtors desire to enter into the Amendment, which amends the Library Assets APA to include the transfer of certain interests of the Sellers in the *Wonka* motion picture.

14. Specifically, the Amendment would operate to include the *Wonka* Assets, within the definition of Purchased Assets under the Library Assets APA. As defined in the Amendment, "Wonka Assets" means:

all of the Sellers' right, title and interest in and to the *Wonka* Picture and all of the assets, properties and rights of any kind, whether tangible or intangible, used in, held for use in, relating to or arising from the financing, development, production and/or Exploitation of the *Wonka* Picture, including, without limitation, all of the right, title and interest of each Seller in and to the following to the extent such assets or rights exist (except to the extent constituting the Excluded Assets): (i) all Exploitation Rights with respect to the

Wonka Picture (including all Wonka Ancillary Rights), (ii) those Assumed Contracts reflected on subclause (b) of Schedule III, including, without limitation, the Assumed Loompala Agreements, (iii) all Books and Records with respect to the Wonka Picture, (iv) all rights to receive Wonka Financial Information from a distributor or any other Person with respect to the monies and any other consideration payable in connection with the Wonka Picture for all accounting periods and (v) all rights to (A) exercise, control, settle, compromise and/or direct any noticed, pending or future audit and/or inspection (a “Wonka Audit Right”) of or relating to amounts reflected in any Wonka Financial Information with respect to the Wonka Picture, and (B) receive the economic benefit and/or any payments resulting from any audit set forth in clause (A) above.

Amendment, § 1(a)(x).

15. In addition, the Amendment would include the Excluded Wonka Assets within the definition of Excluded Assets in the Library Assets APA. As defined in the Amendment, “Excluded Wonka Assets” means:

collectively, (i) the Sellers’ right, title and interest in the Derivative Rights in the Wonka Picture and the “naked” worldwide copyright of the Wonka Picture and the underlying material for the Wonka Picture (which Derivative Rights and “naked” copyright exclude, for the avoidance of doubt, all Exploitation Rights with respect to the Wonka Picture (including, without limitation, the Wonka Ancillary Rights) and all other rights with respect to the Wonka Picture other than the Derivative Rights and the “naked” copyright itself) and (ii) the Consulting Agreement.

Amendment, § 1(a)(iv), (b).

16. Finally, the Amendment provides for the inclusion of the Wonka Agreements on the Assumed Contracts schedule to the Library Assets APA. As defined in the Amendment, “Wonka Agreements” means:

the Wonka MPRPA, the Wonka Distribution Agreement, the Wonka Intercreditor Agreement (each as defined in subclause (b) of Schedule III), the Assumed Loompala Agreements, and all other instruments, exhibits, documents and agreements executed or delivered by Sellers from time to time prior to the First Amendment Effective Date pursuant to the foregoing, including, without limitation, rights purchase agreements, intercompany licenses and

assignments and security perfection documents, and all other Contracts to which a Seller is a party in connection with the financing, development, production, exhibition or other Exploitation of the Wonka Picture.

Amendment, § 1(a)(ix); Schedule III(b).

BASIS FOR RELIEF

I. Entry into the Amendment Is a Sound Exercise of the Debtors’ Business Judgment and Appropriate Under Section 363(b) of the Bankruptcy Code.

17. Section 363(b)(1) of the Bankruptcy Code provides that a debtor, “after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate.” Bankruptcy courts routinely authorize sales of a debtor’s assets pursuant to Bankruptcy Code section 363 if such sale is based upon the sound business judgment of the debtor. *See, e.g., In re Culp*, 550 B.R. 683, 697 (D. Del. 2015) (“In determining whether to authorize use, sale or lease of property of the estate under Section 363, courts require the [Debtor] to show that a sound business purpose justifies such actions. If the [Debtor’s] decision evidences a sound business purpose, then the Bankruptcy Court should approve the sale.”) (quoting *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999)); *In re Schipper*, 933 F.2d 513, 515 (7th Cir. 1991) (“Under Section 363, the debtor in possession can sell property of the estate . . . if he has an ‘articulated business justification’”) (internal citations omitted); *In re Martin*, 91 F.3d 389, 395 (3d Cir. 1996) (“Under Section 363, the debtor in possession can sell property of the estate . . . if he has an ‘articulated business justification’”) (quoting *In re Schipper*, 933 F.2d 513, at 515); *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143 (3rd Cir. 1986); *Stephens Indus., Inc. v. McClung*, 789 F. 2d 386, 390 (6th Cir. 1986); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983); *In re Telesphere Commc’s, Inc.*, 179 B.R. 544, 552 (Bankr. N.D. Ill. 1999); *In re Delaware & Hudson Railway Co.*, 124 B.R. 169, 176 (D. Del. 1991). Once “the debtor articulates a reasonable basis for its business decisions (as distinct

from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtors' conduct." *In re Johns Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986). In other words, if a debtor's actions satisfy the business judgment rule, then the transaction in question should be approved under section 363(b)(1) of the Bankruptcy Code.

18. Here, the Debtors believe that the Amendment is appropriate and in the best interest of the their estates. First, the Wonka Assets do not have any economic value given that Alcon has already purchased the Debtors' share of participation revenues in the film. The Debtors therefore would not be able to monetize the Wonka Assets by selling them to any party other than Alcon, meaning the Wonka Assets do not represent a standalone source of value to the Debtors' estates. Second, the sale of the Wonka Assets to Alcon, including the Wonka Agreements, will relieve the Debtors of their obligations under the Wonka Agreements and the burdens of having to act as an intermediary between Alcon and Warner, particularly with respect to recurring distribution audits. Accordingly, the Debtors respectfully submit that entering into the Amendment is an exercise of the Debtors' sound business judgment, and that obtaining such benefits from the Amendment is in the best interests of the Debtors' estates, creditors, and all parties in interest.

II. The Assumption and Assignment of the Wonka Agreements to Alcon Is Appropriate Under Section 365 of the Bankruptcy Code.

19. Section 365(a) of the Bankruptcy Code provides that a debtor "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). Courts employ the business judgment standard in determining whether to approve a debtor's decision to assume or reject an executory contract or an unexpired lease. *See, e.g., In re Market Square Inn, Inc.*, 978 F.2d 116, 121 (3d Cir. 1992) (finding that assumption or rejection of a lease "will be a matter of business judgment"); *In re HQ Global Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003) (finding debtor's decision to assume or reject executory contract is

governed by business judgment standard and can only be overturned if decision was product of bad faith, whim or caprice). In this context, the business judgment test only requires that a debtor demonstrate that assumption or rejection of an executory contract or unexpired lease benefits the estate. *See Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989); *Wheeling-Pittsburgh Steel Corp. v. West Penn Power Co., (In re Wheeling-Pittsburgh Steel Corp.)*, 72 B.R. 845, 846 (Bankr. W.D. Pa. 1987).

20. In addition, section 365(f)(2) of the Bankruptcy Code requires, in part, that the assignee of any executory contract provide “adequate assurance of future performance . . . whether or not there has been a default in such contract.” 11 U.S.C. § 365(f)(2). While the Bankruptcy Code does not define “adequate assurance,” courts have held that what constitutes “adequate assurance” should be determined by “a practical, pragmatic construction based upon the facts and circumstances of each case.” *See Carlisle Homes, Inc. v. Azzari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D. N.J. 1988) (quoting *In re Bon Ton Rest. & Pastry Shop, Inc.*, 53 B.R. 789, 803 (Bankr. N.D. Ill. 1985)). While no single standard governs every case, adequate assurance “will fall considerably short of an absolute guarantee of performance.” *In re Carlisle Homes, Inc.*, 103 B.R. at 538 (citations omitted); *In re Natco Indus., Inc.*, 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (adequate assurance of future performance does not mean absolute assurance that debtor will thrive and pay rent). Adequate assurance may be provided by demonstrating, among other things, the assignee’s financial health and experience in managing the type of enterprise or property assigned. *See, e.g., In re Bygaph, Inc.*, 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986) (finding that industrial expertise, past success in running a similar business, and financial wherewithal satisfied the adequate assurance requirement of section 365 of the Bankruptcy Code).

21. As detailed above, assumption and assignment of the Wonka Agreements to Alcon will relieve the Debtors of their burdens under the Wonka Agreements and is a sound exercise of the Debtors' business judgment. In addition, Alcon's history of successful film co-financing and production, including prior collaborations with Warner, demonstrates adequate assurance to perform. The Court has also already found in the Library Assets Sale Order that Alcon provided adequate assurance of future performance under the other Assumed Contracts included in the Library Assets, which are substantially similar to the Wonka Agreements being assigned pursuant to the Amendment. *See* Library Assets Sale Order, ¶ R ("The Buyer has demonstrated adequate assurance of future performance of and under the Assumed Contracts within the meaning of sections 365(b) and 365(f)(2) of the Bankruptcy Code."). Accordingly, the Court should approve the Debtors' assumption and assignment of the Wonka Agreements to Alcon.

III. Request for Waiver of Bankruptcy Rules 6004(h) and 6006(d).

22. Pursuant to Bankruptcy Rules 6004(h) and 6006(d), the Debtors seek a waiver of any stay of the effectiveness of the Proposed Order. Bankruptcy Rule 6004(h) provides that "[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." Fed. R. Bankr. P. 6004(h). Bankruptcy Rule 6006(d) provides that "[a]n order authorizing the trustee to assign an executory contract or unexpired lease under § 365(f) is stayed until the expiration of 14 days after entry of the order unless the court orders otherwise." Fed. R. Bankr. P. 6006(d). As set forth above, the relief requested herein is necessary and appropriate to maximize the value of the Debtors' estates for the benefit of their economic stakeholders. Accordingly, the Debtors submit that ample cause to justify the waiver of the 14-day stay imposed by Bankruptcy Rules 6004(h) and 6006(d), in each case, to the extent that such stay applies to the relief requested herein.

NOTICE

23. The Debtors will provide notice of this Motion to: (a) counsel to the ABS Trustee, Barnes & Thornburg LLP, One North Wacker Drive Suite 4400, Chicago, IL 60606, Attn.: Aaron Gavant (agavant@btlaw.com) (b) counsel to the DIP Lenders, Morrison Foerster, 250 West 55th Street, New York, NY 10019, Attn.: James Newton (jnewton@mofo.com); (c) counsel to Vine Alternative Investments Group, LLC, Cooley LLP, 55 Hudson Yards, New York, NY 10001 Attn.: Daniel Shamah (dshamah@cooley.com); (d) counsel to Magnum Films SPC, DLA Piper LLP, 121 Avenue of the Americas, New York, NY, 10020, Attn: Dennis C. O'Donnell (dennis.odonnell@dlapiper.com); (e) counsel to the ad hoc group of ABS Noteholders, Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, NY 10019, Attn: Joel Simwinga (jsimwinga@wlrk.com); (f) counsel to the Official Committee of Unsecured Creditors, Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue 34th Floor, New York, NY 10017, Attn: Robert Feinstein (rfeinstein@pszjlaw.com) and Bradford Sandler (bsandler@pszjlaw.com); (g) counsel to Warner Bros., (i) O'Melveny & Myers LLP, 400 South Hope Street, Suite 1900, Los Angeles, CA 90071, Attn.: Steve Warren (swarren@omm.com), and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market Street, 16th Floor, Wilmington, DE 19801, Attn.: Curtis S. Miller (cmiller@morrisnichols.com), (h) the U.S. Trustee. 844 N. King Street, Room 2207, Wilmington, DE 19801, Attn.: Timothy J. Fox (timothy.fox@usdoj.gov); (i) the United States Attorney's Office for the District of Delaware; and (j) any party that requests service pursuant to Bankruptcy Rule 2002. A copy of this Motion is also available on the website of the Debtors' notice and claims agent at <https://www.veritaglobal.net/vreg>. In light of the nature of the relief requested, the Debtors submit that no other or further notice is required.

WHEREFORE, the Debtors respectfully request entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other relief as is just and proper.

Dated: December 16, 2025
Wilmington, Delaware

/s/ Joseph M. Mulvihill

**YOUNG CONAWAY STARGATT &
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*Co-Counsel for the Debtors and
Debtors in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)
) Chapter 11
)
 VILLAGE ROADSHOW ENTERTAINMENT) Case No. 25-10475 (TMH)
 GROUP USA INC., *et al.*,¹)
) (Jointly Administered)
 Debtors.)
) **Hearing Date: January 26, 2026 at 2:00 p.m. (ET)**
) **Obj. Deadline: December 30, 2025 at 4:00 p.m. (ET)**
)

NOTICE OF FILING OF MOTION

PLEASE TAKE NOTICE that on the date hereof, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Motion for Entry of an Order (I) Approving Amendment to Library Assets Purchase Agreement, (II) Approving the Assumption and Assignment of Certain Executory Contracts in Connection Therewith, and (III) Granting Related Relief* (the “Motion”).²

PLEASE TAKE FURTHER NOTICE that that any objections to the Motion must be filed on or before **December 30, 2025 at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 North Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection upon the undersigned proposed counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE that copies of the Motion and other information regarding these chapter 11 cases are available for inspection free of charge on the case website at <https://www.veritaglobal.net/vreg>.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE MOTION WILL BE HELD ON JANUARY 26, 2026, AT 2:00 P.M. (ET) BEFORE THE HONORABLE THOMAS M. HORAN, UNITED STATES BANKRUPTCY COURT JUDGE

¹ The last four digits of Village Roadshow Entertainment Group USA Inc.'s federal tax identification number are 0343. The mailing address for Village Roadshow Entertainment Group USA Inc. is 750 N. San Vicente Blvd., Suite 800 West, West Hollywood, CA 90069. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors and the last four digits of their federal tax identification is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://www.veritaglobal.net/vreg>.

² Capitalized terms used but not defined herein shall have the meanings given in the Motion.

FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 5th FLOOR,
COURTROOM NO. 5, WILMINGTON, DELAWARE 19801.

**PLEASE TAKE FURTHER NOTICE THAT, IF YOU FAIL TO RESPOND IN
ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF
REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR A HEARING.**

Dated: December 16, 2025
Wilmington, Delaware

/s/ Joseph M. Mulvihill

**YOUNG CONAWAY STARGATT &
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*Co-Counsel for the Debtors and
Debtors in Possession*

EXHIBIT A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
)	
VILLAGE ROADSHOW ENTERTAINMENT)	Case No. 25-10475 (TMH)
GROUP USA INC., <i>et al.</i> , ¹)	
)	(Jointly Administered)
Debtors.)	
)	Ref. Docket Nos. [●]

**ORDER (I) APPROVING AMENDMENT TO LIBRARY ASSETS
PURCHASE AGREEMENT, (II) APPROVING THE ASSUMPTION
AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS IN
CONNECTION THEREWITH, AND (III) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), pursuant to sections 105(a), 363, 365 title 11 of the United States Code (the “Bankruptcy Code”) and rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure, (a) authorizing and approving the Debtors’ entry into that certain *First Amendment to Purchase Agreement* attached hereto as **Exhibit 1** (the “Amendment”), by and between the Debtors listed therein (together, the “Sellers”) and Alcon Media Group, LLC (the “Buyer,” and together with Sellers, the “Parties”), which amends that certain *Purchase Agreement*, dated as of July 1, 2025, by and among certain of the Sellers and Alcon (the “Library Assets APA”), (b) approving the assumption and assignment of certain executory contracts in connection therewith, and (c) granting related relief, all as more

¹ The last four digits of Village Roadshow Entertainment Group USA Inc.'s federal tax identification number are 0343. The mailing address for Village Roadshow Entertainment Group USA Inc. is 750 N. San Vicente Blvd., Suite 800 West, West Hollywood, CA 90069. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors and the last four digits of their federal tax identification is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://www.veritaglobal.net/vreg>.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and it appearing that this is a core matter pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion was adequate and appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Amendment is hereby approved in all respects and the Debtors are authorized to perform under, consummate, and implement the Amendment.
3. The Debtors' assumption and assignment of the Wonka Agreements to Alcon is approved, effective upon the entry of this Order. For the avoidance of doubt, nothing in this Order shall be construed as authorizing the assumption and assignment of any agreements other than the Wonka Agreements.
4. Notwithstanding the terms of the Motion, the Amendment, this Order, and any of the transactions authorized hereby, nothing therein or herein shall: (i) alter the terms of the Library

Sale Order [Dkt. No. 562], including paragraph 37 as set forth therein, which shall apply with equal force to the Amendment and the Debtors' assumption and assignment of the Wonka Agreements to Alcon; (ii) alter the terms of any contract Warner Bros. Entertainment Inc. (together with its affiliates, "Warner") has with any of the Debtors, including any Wonka Agreements that are subject to the Amendment; (iii) limit Warner's rights to enforce contractual terms of the Wonka Agreements against Alcon; (iv) limit or convey to Alcon any intellectual property or other property rights owned by Warner; or (vi) convey any interest in any of the Debtors' Derivative Rights.

5. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

6. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

8. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

EXHIBIT 1

Amendment

FIRST AMENDMENT
TO
PURCHASE AGREEMENT

This FIRST AMENDMENT TO PURCHASE AGREEMENT (this “**First Amendment**”) is entered into as of October [●], 2025 (the “**First Amendment Effective Date**”), by and among the Persons identified on Schedule I hereto (each a “**Seller**” and collectively the “**Sellers**”), Alcon Library Holdings LLC, as assignee of Alcon Media Group (“**Buyer**”) and Buyer Designee with respect to the Purchased Assets other than the Wonka Assets (the “**Library Buyer Designee**”), Loompala Pictures, LLC, as assignee of Buyer and Buyer Designee with respect to the Wonka Assets (“**Wonka Buyer Designee**” and together with the Library Buyer Designee, collectively, the “**Buyer Designee**”) and Kevin Berg as Seller Representative (the “**Seller Representative**”). Capitalized terms used but not defined in this First Amendment shall have the meanings assigned to such terms in that certain Purchase Agreement dated as of July 1, 2025 by and among Buyer, the Sellers and Seller Representative (as amended, restated or modified from time to time, the “**Purchase Agreement**”).

RECITALS

WHEREAS, the parties hereto desire to amend the Purchase Agreement to include the sale all of the right, title and interest in and to the motion picture entitled *Wonka* owned by the Sellers (excluding the Excluded Assets).

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth in this First Amendment, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Amendments to the Purchase Agreement.

(a) Article I of the Purchase Agreement. Article I of the Purchase Agreement is hereby amended as follows:

(i) The following definition is hereby added:

““**Assumed Loompala Agreements**” means those Contracts that are set forth on Schedule III to which Loompala Pictures, LLC is the contract counterparty.”

(ii) The following definition is hereby added:

““**Consulting Agreement**” means that certain Consulting Agreement by and between Loompala Pictures, LLC and Village Roadshow Entertainment Group USA Inc., dated as of December 6, 2023.”

(iii) The definition of Derivative Rights is hereby modified as follows:

“**Derivative Rights**” means, with respect to a Picture or the Wonka Picture, all rights throughout the world to produce remakes, sequels and prequels of such Picture or the Wonka Picture, and other derivative works based thereon and to distribute and otherwise Exploit such remakes, sequels or prequels for viewing in any medium or media now known or hereafter devised, whether in theatres or home video or on television, and to produce, distribute and otherwise Exploit as a television program, movie of the week, television series or a television spinoff any audiovisual work based on a Picture or the Wonka Picture, its story line, or any one or more of its characters.”

- (iv) The following definition is hereby added:

““**Excluded Wonka Assets**” means, collectively, (i) the Sellers’ right, title and interest in the Derivative Rights in the Wonka Picture and the “naked” worldwide copyright of the Wonka Picture and the underlying material for the Wonka Picture (which Derivative Rights and “naked” copyright exclude, for the avoidance of doubt, all Exploitation Rights with respect to the Wonka Picture (including, without limitation, the Wonka Ancillary Rights) and all other rights with respect to the Wonka Picture other than the Derivative Rights and the “naked” copyright itself) and (ii) the Consulting Agreement.”

- (v) The definition of Financial Information is hereby modified as follows:

““**Financial Information**”, means (a) the accounting, participation and/or ultimates statements received by the Sellers from the applicable counterparties under the Distribution Agreements in respect of the Pictures or any other Person with respect to any consideration payable to Sellers in connection with the Pictures, (b) the accounting, participation and/or ultimates statements prepared by the Sellers and delivered to Magnum under the Magnum Agreements in respect of the Pictures, and (c) the Wonka Financial Information.”

- (vi) A new subclause (n) is hereby added after subclause (m) of the definition of Purchased Assets:

“ and, the Wonka Assets;”

- (vii) Subclause (i) of the definition of Purchased Assets is hereby modified as follows:

“the Assumed Contracts, including those Assumed Contracts reflected on subclause (b) of Schedule III.”

- (viii) The following new definition is hereby added:

“**“Wonka Ancillary Rights”** means any and all ancillary, subsidiary or allied rights now known and unknown, including, without limitation, publishing, novelization, music publishing, soundtrack recording, screenplay, publication, sponsorship, commercial tie-up, character, live stage, radio, interactive, Internet, theme park and merchandising rights of every kind and nature whatsoever derived from, appurtenant to or related to the Wonka Picture, the underlying material relating thereto, the title or titles of the Wonka Picture, the characters appearing in the Wonka Picture or said underlying material and/or the names or characteristics of said characters.”

- (ix) The following new definition is hereby added:

“**“Wonka Agreements”** means the Wonka MPRPA, the Wonka Distribution Agreement, the Wonka Intercreditor Agreement (each as defined in subclause (b) of Schedule III), the Assumed Loompala Agreements, and all other instruments, exhibits, documents and agreements executed or delivered by Sellers from time to time prior to the First Amendment Effective Date pursuant to the foregoing, including, without limitation, rights purchase agreements, intercompany licenses and assignments and security perfection documents, and all other Contracts to which a Seller is a party in connection with the financing, development, production, exhibition or other Exploitation of the Wonka Picture.”

- (x) The following new definition is hereby added:

“**“Wonka Assets”** means all of the Sellers’ right, title and interest in and to the Wonka Picture and all of the assets, properties and rights of any kind, whether tangible or intangible, used in, held for use in, relating to or arising from the financing, development, production and/or Exploitation of the Wonka Picture, including, without limitation, all of the right, title and interest of each Seller in and to the following to the extent such assets or rights exist (except to the extent constituting the Excluded Assets): (i) all Exploitation Rights with respect to the Wonka Picture (including all Wonka Ancillary Rights), (ii) those Assumed Contracts reflected on subclause (b) of Schedule III, including, without limitation, the Assumed Loompala Agreements, (iii) all Books and Records with respect to the Wonka Picture, (iv) all rights to receive Wonka Financial Information from a distributor or any other Person with respect to the monies and any other consideration payable in connection with the Wonka Picture for all accounting periods and (v) all rights to (A) exercise, control, settle, compromise and/or direct any noticed, pending or future audit and/or inspection (a **“Wonka Audit Right”**) of or relating to amounts reflected in any Wonka Financial Information with respect to the Wonka Picture, and (B) receive the economic benefit and/or any payments resulting from any audit set forth in clause (A) above.”

- (xi) The following new definition is hereby added:

“**“Wonka Financial Information”** means the accounting, participation and/or ultimates statements received by the Sellers from the applicable counterparties under the distribution agreements in respect of the Wonka Picture or any other Person with respect to any consideration payable to Sellers in connection with the Wonka Picture.”

- (xii) The following new definition is hereby added:

“**“Wonka Picture”** means the motion picture entitled *Wonka*.”

(b) Section 2.03 of the Purchase Agreement: Section 2.03 of the Purchase Agreement is hereby modified as follows:

“Excluded Assets. Notwithstanding any provision in this Agreement to the contrary, the Sellers shall not be deemed to sell, transfer, assign, convey or deliver, and the Sellers will retain, all right, title and interest to, in and under, (a) the Derivative Rights, (b) any Contract that is not an Assumed Contract, (c) the Specified Audit Proceeds, (d) Avoidance Actions and Insider Causes of Action, (e) the rights, obligations, or Liabilities relating to any claim asserted against any Seller (or its Affiliates) in the Warner Dispute or asserted by any Seller (or its Affiliates) in the Warner Dispute, in each case and (f) the Excluded Wonka Assets (collectively, the “**Excluded Assets**”).”

(c) Section 4.01 of the Purchase Agreement: The following shall replace subsection (g) of Section 4.01 of the Purchase Agreement:

“(g) No Wonka Litigation; Wonka Audits; Sufficiency of Wonka Assets; Wonka Agreements; Wonka P&R.

(i) No Wonka Litigation. Except as set forth on Section 4.1(e) of the Disclosure Schedules, there is no pending or threatened in writing or, to any Seller’s Knowledge, otherwise threatened Proceeding in any jurisdiction contesting or challenging the Exploitation, use, ownership, rights or entitlements, validity, enforceability, or registrability, as applicable, by any Seller of any of its right, title or interest in or to the Wonka Picture. No Seller is party to any settlement, covenant not to sue, tolling agreement or Order resulting from any Proceeding which (x) requires any future payment by any Seller to any Person in connection with the Wonka Picture, (y) permits any Persons other than Sellers to Exploit any Wonka Assets; or (z) restricts the rights of any Seller to Exploit any Wonka Assets.

(ii) Wonka Audits. Section 4.01(f) of the Disclosure Schedules: (A) sets forth a true, correct and complete list of all audits and claims (including current status and outside tolling date of any such audit or claim) with respect to the Wonka Picture (whether brought by or on behalf of any Seller or any third Person) that have been noticed or that are ongoing; (B) describes in detail, on an audit by audit basis, whether such audit or claim is an out bound audit (i.e., audits

of, or other Proceedings with respect to, the books and records of third parties in progress or demanded by or on behalf of any Seller as of the date hereof, with respect to any of the Wonka Assets) or an in-bound audit (i.e., audits of, or other Proceedings with respect to, the books and records of any Seller in progress or demanded by or on behalf of a third party as of the date hereof, with respect to the Wonka Picture); and (C) sets forth a true, correct and complete list of all past and ongoing settlements and other resolutions relating to any of the foregoing audits. The Sellers have provided Buyer with true, correct and complete copies of all documentation described in or related to the foregoing subclause (C). All costs that are due and payable by or on behalf of the Sellers in connection with any of the audits described on Section 4.01(g) of the Disclosure Schedules have been paid. To the Knowledge of Sellers, no Person party to any Contract pursuant to which a Participation in connection with the Wonka Picture has been granted has given notice of an intention to commence, or otherwise indicated an intention to commence, any audit in connection therewith. Except as set forth in Section 4.01(f) of the Disclosure Schedules, no Seller has waived or modified any of the Wonka Audit Rights provided for in the Contracts giving rise to proceeds payable to such Seller with respect to audit periods that remain contestable as of the Closing Effective Date. Except as set forth in Section 4.01(f) of the Disclosure Schedules, to the Sellers' Knowledge, there are no facts or circumstances existing that provide a right of any distributor or other payor to adjust the proceeds payable to such Seller or claim a refund of any amount previously paid, except to the extent the period to assert a claim therefor has expired.

(iii) Sufficiency of Wonka Assets. The Wonka Assets, together with the Assumed Contracts relating to the Wonka Picture, include all of the assets and rights necessary and sufficient in all material respects (A) for the Exploitation of the Wonka Picture as Exploited by the Sellers through each of the Effective Date and the Closing Effective Date and (B) to permit Buyer to continue to Exploit Wonka in substantially the same manner as the Wonka Picture has been Exploited by the Sellers through each of the Effective Date and the Closing Effective Date.

(iv) Wonka Agreements. Subclause (b) of Schedule III sets forth a true, correct and complete list of all the Wonka Agreements. True, complete and accurate copies of each Wonka Agreement, together with all modifications and amendments thereto, have previously been made available to Buyer. Each Wonka Agreement is valid, binding, and in full force and effect and is enforceable by the applicable Seller party thereto (or to whom the rights therein were assigned) in accordance with its terms and is not subject to any material claims, charges, set-offs or defenses. Each Seller has performed the material obligations required to be performed by it to date under the Wonka Agreements and no Seller is (with or without the lapse of time or the giving of notice, or both) in material breach or default thereunder, nor has any event occurred that would give rise to any right of notice, modification, acceleration, payment, cancellation or termination of or by another party under, or in any manner release any party thereto from any material obligation under, any such Wonka Agreement and, to the Knowledge of the Sellers, no other party to the Wonka Agreements is (with or without the lapse of time or the

giving of notice, or both) in material breach or default thereunder and no event has occurred that with the giving of notice or the passage of time or both would constitute a material breach or default by any other party, or that would give rise to any right of notice, modification, acceleration, payment, cancellation or termination of or by any Seller under, or in any manner release any party thereto from any material obligation under, any such Wonka Agreement. No Seller has received any notice of the intention of any third party to terminate, cancel or rescind any Wonka Agreement. As of immediately prior to the First Amendment Effective Date, (I) the Wonka Distribution Agreement is the only Exploitation Agreement with respect to the Wonka Picture to which any Seller or any of their Affiliates is a party and (II) the Wonka Intercreditor Agreement is the only intercreditor agreements to which any Seller or any of their Affiliates is a party with respect to the Wonka Picture. No Seller or its Affiliates has any remaining or ongoing co-financing or cost-sharing obligations, obligations to reimburse or refund or pass through any amounts, obligations to submit for potential co-financing any Motion Pictures pursuant to any output or similar terms, or reporting obligations, in each case under the Wonka MPRPAs or pursuant to any of the individual or ancillary Wonka Agreements entered into in connection therewith, all of which obligations have expired or been terminated. Except as set forth in the Assumed Loompala Agreements, there are no amounts owed, accrued or due or payable by any Seller pursuant to any Wonka Agreement, including any shortfall payments, advances or similar payments. No Motion Pictures are or may be subject to the Wonka Agreements other than the Wonka Picture, and the Wonka Pictures constitute all of the Motion Pictures that are or may be subject to the Wonka Agreements. No Wonka Agreement has been altered, amended or modified in any manner by any Seller (or to such Seller's Knowledge by any other party to such agreements) since the date of execution except (y) as specified in the applicable document or (z) as such documentation has been previously provided to Buyer.

(v) Wonka P&R. With respect to the Wonka Picture, (A) Sellers are not currently paying to any Person, (B) Sellers have not paid or had any obligation to pay to any Person at any time prior to the Closing Effective Date and (C) Sellers will not be required to pay to any third Person in the future, any Participations or Residuals, in each case other than amounts payable to Loompala pursuant to the Assumed Loompala Agreements. With respect to the Wonka Picture, each Seller has complied with all requirements applicable to it under any applicable Collective Bargaining Agreement.”

(a) Section 6.09 of the Purchase Agreement. Section 6.09 of the Purchase Agreement is hereby modified as follows:

“Wonka Audit Rights. From and after the Closing Effective Date, and notwithstanding anything set forth in this Agreement, including Section 6.04, (i) Buyer shall solely own and control all Wonka Audit Rights and may in its sole discretion, conduct, settle and/or litigate any future audit(s) in connection therewith in such manner as Buyer shall determine and (ii) Buyer shall retain one hundred percent (100%) of all payments received by Buyer in connection with the exercise

of such Wonka Audit Rights, in each case, subject to the rights of all Persons arising under the Assumed Loompala Agreements.”

(d) Schedule I of the Purchase Agreement. The following is added following the last listed item on Schedule I of the Purchase Agreement:

“VREG Wonka IP Global LLC, a Delaware limited liability company
(“**VREG Wonka**”)”

(e) Schedule III of the Purchase Agreement. Schedule III of the Purchased Agreement is hereby replaced in its entirety with Schedule III attached hereto.

(f) Section 4.01(g) of the Disclosure Schedules. The following is hereby added as a new Section 4.01(g) of the Disclosure Schedules:

Section 4.01(g)

Wonka Audits

Audit Type	Report Delivered?	Settlement Reached?	Tolling Period End
Outbound (production audit)	Yes	No	December 5, 2025
Outbound (distribution audit)	No	No	Requested December 6, 2026 (not officially confirmed by Warner Brothers)

2. Representations and Warranties. Each Seller hereby jointly and severally, represents and warrants to Buyer that, as of the First Amendment Effective Date, each of the representations and warranties contained in Sections 4.01(a) through (d) and Sections 4.01(f) through (h) of the Purchase Agreement (as amended by this First Amendment) are true and correct in all material respects as if made on the First Amendment Effective Date.

3. Effect of Amendment; Ratification of Agreement. The parties hereto acknowledge and agree that the transfer of the Wonka Assets to Buyer pursuant to the Purchase Agreement, as modified by this First Amendment, and the assumption by Buyer of all Assumed Liabilities associated with the Wonka Assets, shall and hereby does occur on the First Amendment Effective Date, with retroactive effect to the Closing Effective Date, without additional consideration, by the exchange of signatures of the parties to this Agreement. If during the period between the Closing Effective Date and the First Amendment Effective Date, any amount(s) to which the Buyer would have been entitled by virtue of its ownership of the Wonka Assets (but for the fact this First Amendment was not yet effective), are paid to a Seller or its Affiliate, such Seller shall, or shall cause its Affiliate to, promptly remit such amount(s) to Buyer after the First Amendment Effective Date. Except as amended by this First Amendment, all of the terms and provisions of the

Agreement are hereby ratified and shall continue in full force and effect, and this First Amendment shall be considered part of, and shall be subject to all other provisions of, the Agreement.

4. Governing Law. Sections 6.08, 10.01, 10.02, 10.05, 10.07, 10.08, 10.09, 10.10, and 10.12 of the Purchase Agreement are incorporated herein by reference, *mutatis mutandis*.

5. Counterparts; Electronic Execution and Delivery. This First Amendment may be executed and delivered by facsimile, or by any other electronic means, and in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed this First Amendment, effective as of the date first written above.

BUYER DESIGNEE:

ALCON LIBRARY HOLDINGS,
LLC

By: _____
Name: _____
Title: _____

LOOMPALA PICTURES, LLC

By: _____
Name: _____
Title: _____

SELLERS:

VILLAGE ROADSHOW FILMS
(BVI) LIMITED

By: _____
Name: _____
Title: _____

VILLAGE ROADSHOW FILMS
NORTH AMERICA INC.

By: _____
Name: _____
Title: _____

VILLAGE ROADSHOW FILMS
GLOBAL INC.

By: _____
Name: _____
Title: _____

VILLAGE ROADSHOW
VS FILMS LLC

By: _____

Name: _____

Title: _____

VILLAGE ROADSHOW
DISTRIBUTION (BVI) LIMITED

By: _____

Name: _____

Title: _____

VILLAGE ROADSHOW
DISTRIBUTION USA INC.

By: _____

Name: _____

Title: _____

VILLAGE ROADSHOW
PICTURES NORTH AMERICA
INC.

By: _____

Name: _____

Title: _____

VR FUNDING LLC

By: _____

Name: _____

Title: _____

VR FILMS HOLDINGS (BVI)
LIMITED

By: _____
Name: _____
Title: _____

VILLAGE ROADSHOW
PRODUCTIONS (BVI) LIMITED

By: _____
Name: _____
Title: _____

VILLAGE ROADSHOW
ENTERTAINMENT
GROUP (BVI) LIMITED

By: _____
Name: _____
Title: _____

VR DTE DISTRIBUTION USA
INC.

By: _____
Name: _____
Title: _____

VR ZOO DISTRIBUTION USA
INC.

By: _____
Name: _____
Title: _____

VR DTE PRODUCTIONS LTD.

By: _____

Name: _____

Title: _____

VR ZOO PRODUCTIONS LTD.

By: _____

Name: _____

Title: _____

VREG WONKA IP GLOBAL LLC

By: _____

Name: _____

Title: _____

SELLER REPRESENTATIVE:

Kevin Berg

Schedule III

Assumed Contracts

[Attached.]

Schedule III

Assumed/Purchased Contracts & Cure Amounts

Cure Amounts

The Cure Amount applicable to the below listed agreements that are executory contracts is nil (\$0) in the aggregate.

Assumed Contracts

(a)

(omitted)

(b)

Wonka Agreements

1. Motion Picture Rights Purchase Agreement, dated as of December 6, 2023, by and between Warner Bros. Entertainment Inc. and VREG Wonka IP Global LLC (“Wonka MPRPA”).
2. Rights Purchase Agreement (Amendment No. 1 to MPRPA), dated as of December 6, 2023, by and between VREG Wonka IP Global LLC and Warner Bros. Entertainment Inc.
3. Output Distribution Agreement, dated as of December 6, 2023, by and between WAV Distribution LLC and VREG Wonka IP Global LLC (“Wonka Distribution Agreement”).
4. Guaranty, dated as of December 6, 2023, by and between Warner Bros. Entertainment and Village Roadshow Entertainment Group (BVI) Limited.
5. Undertaking and Indemnity, dated as of December 6, 2023, by and between Village Roadshow Entertainment Group (BVI) Limited and Warner Bros. Entertainment Inc.
6. Intercreditor Agreement, dated as of December 6, 2023, by and among VREG Wonka IP Global LLC, WAV Distribution LLC and Lompala Pictures LLC (“Wonka Intercreditor Agreement”).
7. Security Agreement, Mortgage and Assignment of Copyright (VRW), dated as of December 6, 2023, by and among VREG Wonka IP Global LLC and WAV Distribution LLC.
8. Copyright Mortgage and Assignment (VRW), dated as of December 6, 2023, by and between VREG Wonka IP Global LLC and WAV Distribution LLC.
9. Purchase Agreement, dated as of December 6, 2023 by and among VREG Wonka IP Global LLC, Village Roadshow Entertainment Group USA Inc., and Lompala Pictures, LLC.

10. Individual Picture Purchase Agreement (Amendment No. 1 to Purchase Agreement), dated as of December 6, 2023, by and between VREG Wonka IP Global LLC and Lompala Pictures, LLC.
11. Assignment Agreement, dated as of December 6, 2023, by and between VREG Wonka IP Global LLC and Lompala Pictures, LLC.
12. Security Agreement (VRW), dated as of December 6, 2023, by and between VREG Wonka IP Global LLC and Lompala Pictures, LLC.
13. Copyright Mortgage and Assignment, dated as of December 6, 2023 by and between VREG Wonka IP Global LLC and Lompala Pictures, LLC.
14. Guaranty, dated as of December 6, 2023, by and between Alcon Media Group LLC and Village Roadshow Entertainment Group USA Inc.
15. Deposit Account Control Agreement, dated as of January 12, 2024, by and among VREG Wonka IP Global LLC, Lompala Pictures LLC and City National Bank.
16. Memorandum of Motion Picture Assignment, dated as of December 6, 2023, by and between Warner Bros. Entertainment Inc. and VREG Wonka IP Global LLC.
17. Assignment, dated as of December 6, 2023, by and between Warner Bros. Entertainment and VREG Wonka IP Global LLC.