

**Fill in this information to identify the case:**Debtor VREG J2 Global LLCUnited States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)Case number 25-10480**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>Loompala Pictures, LLC</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?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b> <u>Loompala Pictures, LLC</u> <u>Scott Parish</u> <u>10380</u> <u>Santa Monica Blvd.</u> <u>Los Angeles, California 90025, USA</u>  Contact phone <u>310-789-3040</u> Contact email <u>SParish@loeb.com</u> <b>(see summary page for notice party information)</b> Uniform claim identifier (if you use one): _____	<b>Where should payments to the creditor be sent? (if different)</b>   Contact phone _____ Contact email _____
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 type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Who made the earlier filing? _____	



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

<b>6. Do you have any number you use to identify the debtor?</b>	<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:   __ __ __ __
<b>7. How much is the claim?</b>	\$ <u>See summary page</u> . <b>Does this amount include interest or other charges?</b> <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).
<b>8. What is the basis of the claim?</b>	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 Addendum</u>
<b>9. Is all or part of the claim secured?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property.  <b>Nature or property:</b>  <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: _____  <b>Basis for perfection:</b> _____ 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.)  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
<b>10. Is this claim based on a lease?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ _____
<b>11. Is this claim subject to a right of setoff?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Identify the property: <u>See addendum</u>



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 07/18/2025  
MM / DD / YYYY

/s/Vadim J. Rubinstein  
Signature

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

Name Vadim J. Rubinstein  
First name Middle name Last name

Title Partner

Company Loeb Loeb LLP  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 345 Park Avenue, New York , New York, 10154, USA

Contact phone 212-407-4000 Email vrubinstein@loeb.com



# Verita (KCC) ePOC Electronic Claim Filing Summary

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

<b>Debtor:</b> 25-10480 - VREG J2 Global LLC <b>District:</b> District of Delaware		
<b>Creditor:</b> Loompala Pictures, LLC Scott Parish 10380 Santa Monica Blvd. Los Angeles, California, 90025 USA <b>Phone:</b> 310-789-3040 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> SParish@loeb.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> Yes <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Disbursement/Notice Parties:</b> Vadim J. Rubinstein Loeb Loeb LLP 345 Park Avenue  New York , New York, 10154 USA <b>Phone:</b> 212-407-4000 <b>Phone 2:</b>  <b>Fax:</b> 212-407-4990 <b>E-mail:</b> vrubinstein@loeb.com		
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> See Addendum	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> Unknown and contingent amount	<b>Includes Interest or Charges:</b> None	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> Yes, See addendum	<b>Nature of Secured Amount:</b> <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>	

**Submitted By:**

Vadim J. Rubinstein on 18-Jul-2025 9:54:27 a.m. Pacific Time

**Title:**

Partner

**Company:**

Loeb Loeb LLP

**Optional Signature Address:**

345 Park Avenue

New York , New York, 10154

USA

**Telephone Number:**

212-407-4000

**Email:**

vrubinstein@loeb.com

United States Bankruptcy Court for the District of Delaware

Indicate Debtor against which you assert a claim by checking the appropriate box below. (Check only one Debtor per claim form.)

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Village Roadshow Entertainment Group USA Inc. (Case No. 25-10475) | <input type="checkbox"/> VREG Wonka IP Global LLC (Case No. 25-10487)                                | <input type="checkbox"/> Village Roadshow Distribution Pty Ltd (Case No. 25-10498)              |
| <input type="checkbox"/> VR Zoo Productions Ltd (Case No. 25-10476)                        | <input type="checkbox"/> Village Roadshow Pictures Entertainment Inc. (Case No. 25-10488)            | <input type="checkbox"/> Village Roadshow Entertainment Group Asia Limited (Case No. 25-10499)  |
| <input type="checkbox"/> VREG Funding LLC (Case No. 25-10477)                              | <input type="checkbox"/> VREG WW IP Global LLC (Case No. 25-10489)                                   | <input type="checkbox"/> Crescent Film Holdings Limited (Case No. 25-10500)                     |
| <input type="checkbox"/> VREG IP Global LLC (Case No. 25-10478)                            | <input type="checkbox"/> Village Roadshow Pictures North America Inc. (Case No. 25-10490)            | <input type="checkbox"/> Village Roadshow Distribution UK Limited (Case No. 25-10501)           |
| <input type="checkbox"/> Village Roadshow Distribution USA Inc. (Case No. 25-10479)        | <input type="checkbox"/> Village Roadshow VS Films LLC (Case No. 25-10491)                           | <input type="checkbox"/> Village Roadshow Entertainment Group (BVI) Limited (Case No. 25-10502) |
| <input checked="" type="checkbox"/> VREG J2 Global LLC (Case No. 25-10480)                 | <input type="checkbox"/> Village Roadshow Productions Inc. (Case No. 25-10492)                       | <input type="checkbox"/> Village Roadshow Productions (BVI) Ltd (Case No. 25-10503)             |
| <input type="checkbox"/> Village Roadshow Films Global Inc. (Case No. 25-10481)            | <input type="checkbox"/> VR DTE Distribution USA Inc. (Case No. 25-10493)                            | <input type="checkbox"/> VR Zoo Distribution USA Inc. (Case No. 25-10504)                       |
| <input type="checkbox"/> VREG MM2 IP Global LLC (Case No. 25-10482)                        | <input type="checkbox"/> VR DTE Productions Limited (Case No. 25-10494)                              | <input type="checkbox"/> Village Roadshow Distribution (BVI) Limited (Case No. 25-10505)        |
| <input type="checkbox"/> VREG OP Global LLC (Case No. 25-10483)                            | <input type="checkbox"/> VR Funding LLC (Case No. 25-10495)  | <input type="checkbox"/> Village Roadshow Films (BVI) Limited (Case No. 25-10506)               |
| <input type="checkbox"/> VREG Production Services Inc. (Case No. 25-10484)                 | <input type="checkbox"/> VREG Films Ltd (Case No. 25-10496)  | <input type="checkbox"/> VR Films Holdings (BVI) Limited (Case No. 25-10507)                    |
| <input type="checkbox"/> Village Roadshow Films North America Inc. (Case No. 25-10485)     | <input type="checkbox"/> Village Roadshow Film Administration Management Pty Ltd (Case No. 25-10497) | <input type="checkbox"/> Village Roadshow Holdings USA Inc. (Case No. 25-10508)                 |
| <input type="checkbox"/> VREG Television Inc. (Case No. 25-10486)                          |  |   |

## 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. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

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.

#### Part 1: Identify the Claim

1. Who is the current creditor?	Loompala Pictures, LLC 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?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Vadim J. Rubinstein Name 345 Park Avenue Number Street New York, New York, 10154 City State ZIP Code USA Country Contact phone 212-407-4000 Contact email vrubinstein@loeb.com Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) Scott Parish Name 10390 Santa Monica Blvd Number Street Los Angeles, CA 90025 City State ZIP Code USA Country Contact phone 310-789-3040 Contact email SParish@alconent.com
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?

☒ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_

7. How much is the claim?

\$ Unknown and contingent amount

Does this amount include interest or other charges?

☐ No

☐ 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.

See addendum

9. Is all or part of the claim secured?

☐ No

☒ Yes. The claim is secured by a lien on property.

**Nature of property:**

☐ Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☒ Other. Describe: See addendum

**Basis for perfection:**

See addendum

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) \_\_\_\_\_ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease?

☒ No

☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?

☐ No

☒ 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:

Amount entitled to priority

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

\$ \_\_\_\_\_

☐ 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 07/18/2025

MM / DD / YYYY

  
Signature

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

Name Scott Parish  
First name Middle name Last name

Title Chief Operating Officer

Company Alcon Entertainment, LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 10390 Santa Monica Blvd  
Number Street  
Los Angeles, CA 90025  
City State ZIP Code Country

Contact phone 310-789-3040 Email SParish@alconent.com



**ADDENDUM TO  
LOOMPALA PICTURES, LLC'S PROOF OF CLAIM**

**I. Summary.**

1. This is a protective Proof of Claim that is being asserted in connection with the contingent claims of Loompala Pictures, LLC ("Loompala") against debtors VREG Wonka IP Global LLC ("VRW"), Village Roadshow Entertainment Group USA Inc. ("VRUSA"), VREG MM2 IP Global LLC ("VRMM2"), and VREG J2 Global LLC ("VRJ2" and together with VRW, VRUSA, VRMM2, the "Village Parties" and the Village Parties, together with their other debtor affiliates, the "Debtors") to protect any and all of Loompala's rights against the Village Parties to the extent of:

a. Any incorrect or wrongful underpayment of funds from the Village Parties to Loompala that may be revealed (including in any audit) after the March 17, 2025 petition date (the "Petition Date") that is owed to Loompala under any pre-petition agreements between or affecting Loompala, including without limitation, the *Purchase Agreement* dated December 6, 2023, by and among Loompala and VRW and VRUSA (the "Purchase Agreement"), *Amendment No. 1 to the Purchase Agreement* dated December 6, 2023 by and among Loompala and VRW and VRUSA ("Amendment No. 1"), the *Motion Picture Rights Purchase Agreement* by and among Warner Bros. Entertainment Inc. and VRW dated December 6, 2023 (the "Wonka MPRPA"), and the *Option Agreement* dated December 6, 2023, by and among Loompala and VRW, VRMM2, and VRJ2 (the "Option Agreement" and the foregoing agreements being the "Agreements").

b. Any incorrect or wrongful overpayment of funds paid by Loompala to the Village Parties that may be revealed after the Petition Date that were paid under or in connection with any pre-petition contract(s) between Loompala and the Village Parties, including, without

limitation, any of the Agreements. This overpayment of funds includes, without limitation, the Purchase Price (as defined in Amendment No. 1).

c. Any breach of any pre-petition contract between Loompala and the Village Parties, including, without limitation, the Agreements.

d. Any future potential rejection of any Agreement, including the Option Agreement, under 11 U.S.C. § 365.

e. Any other theory or basis of recovery not expressly stated herein, whether such claim exists as of now, in the future, or is contingent or uncontingent, or known or unknown.<sup>1</sup>

2. Loompala's claims are currently contingent and the amount of its claims is currently unliquidated and unknown.

3. Loompala is compelled to file this Proof of Claim in light of the July 18, 2025 bar date and files this Proof of Claim to assert and protect any and all claims that it may have as of the date hereof.

4. Loompala expressly asserts its claims as secured to the extent of its right of setoff and/or recoupment available to it, which Loompala expressly reserves and preserves.

5. Pursuant to two protective UCC-1 financing statements (the "UCCs") that were recorded with the Delaware Department of State on December 8, 2023 as filing numbers 2023 8312778 and 2023 8338997, Loompala asserts a secured claim as follows (all capitalized terms used but not defined in the below subparagraphs are defined in the UCCs):

a. As a precaution in the event that a Recharacterization occurs, (i) an undivided interest equal to the Relevant Percentage in the Global Distribution Rights in and with

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<sup>1</sup> For the avoidance of doubt, Loompala is asserting the above-referenced claims under each Agreement against the Village Parties that are counterparties to the respective Agreement.

respect to the motion picture *Wonka* (the “Picture”), including any portion thereof constituting general intangibles, (ii) an undivided interest equal to the Relevant Percentage in the Designated Global Receipts of and with respect to the Picture, including any portion thereof constituting payment accounts or general intangibles, and (iii) all Proceeds of the foregoing.

b. As continuing security for the VRW Payment Obligations, all of VRW’s accounts at any financial institution, including but not limited to the VRW Account, and all funds from time to time on deposit therein (collectively, the “VRW Payment Account Collateral”); and

c. As continuing security for the indemnification and remaining obligations of VRW pursuant to the Purchase Agreement, all of the VRW Payment Account Collateral.

6. The claims asserted herein are based on the Agreements and any other agreements that give rise to a claim by Loompala against the Village Parties. Loompala is not attaching the Agreements to this Proof of Claim because they are voluminous, subject to confidentiality restrictions, and equally available to the Debtors. However, Loompala can make the Agreements available for inspection upon request and subject to appropriate confidentiality restrictions.

## **II. Notices.**

7. All notices to Loompala relating to this Proof of Claim should be sent to:

Loompala Pictures, LLC  
Attn: Scott Parish  
10390 Santa Monica Boulevard, Los Angeles, CA 90025  
[SParish@alconent.com](mailto:SParish@alconent.com)

With a copy to:

Attn: Vadim J. Rubinstein and Noah Weingarten  
Loeb & Loeb LLP  
345 Park Avenue, New York, NY 10154  
212-407-4000  
[vrubinstein@loeb.com](mailto:vrubinstein@loeb.com)  
[nweingarten@loeb.com](mailto:nweingarten@loeb.com)

The request for copies of notices to be sent to Loeb & Loeb LLP shall not be deemed authorization of Loeb & Loeb LLP to accept service of process on behalf of Loompala.

### **III. Payments.**

8. Payments with respect to this Proof of Claim should be sent to:

Loompala Pictures, LLC  
Attn: Scott Parish  
10390 Santa Monica Blvd.  
Los Angeles, CA 90025  
[SParish@alconent.com](mailto:SParish@alconent.com)

### **IV. Reservation of Rights and No Waiver.**

9. The execution and filing of this Proof of Claim is not (i) a waiver by Loompala of the right to assert any and all other claims of whatever kind that it has, or may have, that come to Loompala's attention or arise after the filing of this Proof of Claim (and the filing of this Proof of Claim shall not be deemed a waiver of any such rights); (ii) a waiver of Loompala's rights to seek treatment of the claims set forth herein as priority, administrative expense, or secured on any other basis, or to exercise any right of setoff and/or recoupment relating thereto; (iii) a consent or submission by Loompala to the jurisdiction of this Court with respect to any proceeding commenced in this or any other case against or otherwise involving Loompala; (iv) a waiver of the right to withdrawal of the reference with respect to the subject matter of the claim set forth herein, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Loompala, or to challenge the constitutionality of any part of 28 U.S.C. § 157; (v) an election of remedy that waives or otherwise affects any other remedy; (vi) a waiver of or limitation on any rights or remedies of Loompala, at law or in equity (including any setoff and/or recoupment rights, lien rights, rights of recoupment or any other rights that Loompala may have against the Debtors or any other entity); or (vii) a

waiver or limitation of any alternate claim or theory by Loompala or of any other rights or protections.

10. Loompala expressly reserves its rights (i) to respond to any objection to this Proof of Claim, including by providing additional documentary support for the amounts asserted hereby; (ii) to file any other claims or proofs of claim with respect to the claims set forth herein or otherwise (which claims shall not be deemed to supersede this claim unless otherwise expressly provided), including to seek priority or administrative expense treatment for the claims set forth herein or therein; (iii) to amend or supplement this claim in any respect, including but not limited to the filing of additional proofs of claim for claims not covered by this claim; (iv) to assert this Proof of Claim as an administrative claim, including without limitation under 11 U.S.C. §§ 503 and 546(c)(2); and (v) to assert additional proofs of claim for any other claims of whatever kind that Loompala has, or may have, that come to Loompala's attention or arise after the filing of this Proof of Claim (and the filing of this claim shall not be deemed a waiver of any such rights). This Proof of Claim sets forth facts and claims and asserts theories which may constitute alternatives to one another. Nothing set forth in this Proof of Claim in one place shall limit the theories of recovery, *etc.* based on information set forth elsewhere, nor shall it preclude any alternate theories being asserted in other pleadings or filings.