

Fill in this information to identify the case:Debtor Village Roadshow Films North America Inc.United States Bankruptcy Court for the: _____ District of Delaware
(State)Case number 25-10485**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>Kirkland and Ellis LLP</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>Kirkland and Ellis International LLP</u>	
2. Has this claim been acquired from someone else?	☒ No ☐ 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? <u>Kirkland and Ellis LLP</u> <u>Chad J. Husnick</u> <u>333 West Wolf Point Plaza</u> <u>Chicago, IL 60654</u> Contact phone <u>312-862-2000</u> Contact email <u>chusnick@kirkland.com</u> (see summary page for notice party information) Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) <u>Kirkland and Ellis LLP</u> <u>Angela Barker</u> <u>333 West Wolf Point Plaza</u> <u>Chicago, IL 60654</u> Contact phone _____ Contact email <u>abarker@kirkland.com</u>
4. Does this claim amend one already filed?	☒ No ☐ 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?	☒ No ☐ 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: <u>0007</u> <u> </u> <u> </u>
7. How much is the claim?	\$ <u>11,683,086.88</u> 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. <u>Professional Services</u>
9. Is all or part of the claim secured?	☒ No ☐ Yes. The claim is secured by a lien on property. Nature or property: ☐ 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> . ☐ Motor vehicle ☐ 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) _____ % ☐ 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:

☐ 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 07/17/2025
MM / DD / YYYY

/s/Olivia Acuna
Signature

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

Name Olivia Acuna
First name Middle name Last name

Title Associate

Company Kirkland and Ellis LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

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

Debtor: 25-10485 - Village Roadshow Films North America Inc. District: District of Delaware				
Creditor: Kirkland and Ellis LLP Chad J. Husnick 333 West Wolf Point Plaza Chicago, IL, 60654 Phone: 312-862-2000 Phone 2: Fax: Email: chusnick@kirkland.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:			
	Has Related Claim: No Related Claim Filed By:			
	Filing Party: Authorized agent			
Disbursement/Notice Parties: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"> Kirkland and Ellis LLP Angela Barker 333 West Wolf Point Plaza Chicago, IL, 60654 Phone: Phone 2: Fax: E-mail: abarker@kirkland.com DISBURSEMENT ADDRESS </td> <td style="width: 50%;"> Kirkland and Ellis LLP Olivia Acuna 601 Lexington Ave. New York, NY, 10022 Phone: Phone 2: Fax: E-mail: olivia.acuna@kirkland.com </td> </tr> </table>			Kirkland and Ellis LLP Angela Barker 333 West Wolf Point Plaza Chicago, IL, 60654 Phone: Phone 2: Fax: E-mail: abarker@kirkland.com DISBURSEMENT ADDRESS	Kirkland and Ellis LLP Olivia Acuna 601 Lexington Ave. New York, NY, 10022 Phone: Phone 2: Fax: E-mail: olivia.acuna@kirkland.com
Kirkland and Ellis LLP Angela Barker 333 West Wolf Point Plaza Chicago, IL, 60654 Phone: Phone 2: Fax: E-mail: abarker@kirkland.com DISBURSEMENT ADDRESS	Kirkland and Ellis LLP Olivia Acuna 601 Lexington Ave. New York, NY, 10022 Phone: Phone 2: Fax: E-mail: olivia.acuna@kirkland.com			
Other Names Used with Debtor: Kirkland and Ellis International LLP	Amends Claim: No Acquired Claim: No			
Basis of Claim: Professional Services	Last 4 Digits: Yes - 0007	Uniform Claim Identifier:		
Total Amount of Claim: 11,683,086.88	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: Olivia Acuna on 17-Jul-2025 11:20:47 a.m. Pacific Time Title: Associate Company: Kirkland and Ellis LLP				

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

In re:

VILLAGE ROADSHOW ENTERTAINMENT
GROUP USA INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10475 (TMH)

(Jointly Administered)

ADDENDUM TO PROOF OF CLAIM OF KIRKLAND & ELLIS LLP

Kirkland & Ellis LLP² and Kirkland & Ellis International LLP (collectively, “Kirkland”), hereby submit this proof of claim (the “Proof of Claim”) against one or more of the debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) in accordance with the Bar Date Notice (as defined herein) in the above-captioned chapter 11 cases.

Background

1. On March 17, 2025 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”).

2. Each Debtor listed Kirkland as its largest unsecured creditor with a noncontingent, liquidated, and undisputed unsecured claim amount of 11,355,486.86 in the Official Form 204

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 The Debtors’ electronic proof of claim submission portal would not accept an “&” in the fields for entering the name of the current creditor or the person or entity to be paid for this claim. Thus, the submitted Proof of Claim will list (a) “Kirkland and Ellis LLP” in the field for the name of the current creditor rather than “Kirkland & Ellis LLP,” and (b) “Kirkland and Ellis International LLP” in the field for other names the creditor used with the debtor rather than “Kirkland & Ellis International LLP.” For the avoidance of doubt, the legal name of the claimant associated with the Proof of Claim is “Kirkland & Ellis LLP.

(Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders) filed with such Debtor's *Voluntary Petition for Non-Individuals Filing for Bankruptcy*.³

3. On June 13, 2025, the Court established 5:00 p.m. (prevailing Eastern Time) on the date that is 35 days after the date of entry of the *Order (I) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim (Including for Claims Arising Under Section 503(b)(9) of the Bankruptcy Code)* and *(II) Approving the Form and Manner of Notice Thereof* [Docket No. 514], or July 18, 2025, as the deadline (subject to certain limitations) to file prepetition claims against the Debtors, as reflected in the Debtors' *Notice of Deadline for the Filing of Proofs of Claim, Including for Claims Asserted Under Section 503(b)(9) of the Bankruptcy Code* (the "Bar Date Notice"). [Docket No. 536].

4. On May 22, 2025, the Debtors—including Village Roadshow Entertainment Group (BVI) Limited—filed their schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"). [Docket Nos. 403-36]. Village Roadshow Entertainment Group (BVI) Limited ("VREG (BVI) Limited") filed Schedules including a noncontingent, liquidated, and undisputed claim in the amount of \$11,355,486.86 held by Kirkland (the "Scheduled Claim"). [Docket No. 430 Sch. E/F Pt. 2 Entry No. 3.2].⁴

³ See generally Case Nos. 25-10475, 25-10476, 25-10477, 25-10478, 25-10479, 25-10480, 25-10481, 25-10482, 25-10483, 25-10484, 25-10485, 25-10486, 25-10487, 25-10488, 25-10489, 25-10490, 25-10491, 25-10492, 25-10493, 25-10494, 25-10495, 25-10496, 25-10497, 25-10498, 25-10499, 25-10500, 25-10501, 25-10503, 25-10504, 25-10505, 25-10506, 25-10507, 25-10508 Docket No. 1.

⁴ Further, on October 29, 2024, the shareholders of VREG (BVI) Limited passed *Written Resolutions of the Shareholders of the Company pursuant to Regulation 8.20 of the Articles of Association of the Company* (the "Shareholders Resolutions"), attached hereto as Exhibit A, acknowledging an aggregate amount of unpaid fees and expenses due to Kirkland of \$11,355,486.86.

Nature of Claim

5. On or about January 25, 2021, Debtor VREG (BVI) Limited (together with certain of its Debtor and non-Debtor wholly-owned subsidiaries as listed on Attachment A to the Arbitration Engagement Letter) (collectively, the “Arbitration Clients”) retained Kirkland to represent them in connection with their potential dispute with Warner Bros. The Arbitration Clients and Kirkland memorialized this representation arrangement in an engagement letter dated January 25, 2021 (the “Arbitration Engagement Letter”), attached hereto as **Exhibit B**.

6. On or about July 31, Debtor VREG (BVI) Limited (together with certain of its Debtor wholly-owned subsidiaries as listed on Attachment A to the Arbitration Appeal Engagement Letter) (collectively, the “Arbitration Appeal Clients,” and together with the Arbitration Clients, the “Clients”) retained Kirkland to represent them in connection with appealing and challenging the award issued in *Warner Bros. Entertainment, Inc., et al. v. Village Roadshow Pictures North America Inc., et al.*, JAMS Ref. No. 5220000339 (the “Arbitration”). The Arbitration Appeal Clients and Kirkland memorialized this representation arrangement in an engagement letter dated July 31, 2023, as amended as of March 19, 2024 (the “Arbitration Appeal Engagement Letter” and together with the Arbitration Engagement Letter, the “Engagement Letters”), attached hereto as **Exhibit C**.

7. Pursuant to the Arbitration Engagement Letter, the Arbitration Clients agreed to pay Kirkland certain fees and reimburse Kirkland for certain expenses in exchange for Kirkland’s provision of legal services. Kirkland’s records indicate that the Arbitration Clients have an outstanding balance of total fees and expenses of \$7,683,086.88 (\$6,776,319.97 in fees and

\$906,767.51 in expenses),⁵ which amounts were due and owing as of the Petition Date. The below table sets forth the total amount of outstanding fees and expenses incurred by invoice:⁶

Invoice Number⁷	Total	Fees	Expenses
1040021571	923,598.00	765,621.00	157,977.00
1040021964	1,921,230.39	1,849,374.00	71,856.39
1040022511	4,122,816.65	3,803,555.25	319,261.40
1040023806	387,841.82	145,555.87	242,285.95
Uninvoiced Amounts	327,600.02	212,213.25	115,386.77 ⁸
Totals	\$7,683,086.88	\$6,776,319.37	\$906,767.51

8. Pursuant to the Arbitration Appeal Engagement Letter, as amended, the Arbitration Appeal Clients and Kirkland agreed to a fee arrangement by which Kirkland's fee was fully contingent on the outcome of the Arbitration award appeal. Pursuant to the terms of the Arbitration Appeal Engagement Letter, Kirkland is entitled to, but has not been paid, \$4,000,000.00, which was due and owing within 21 days of receipt of the JAMS Appeal panel's decision reversing or vacating the JAMS award. *See* Shareholders Resolutions.

9. Accordingly, Kirkland's records indicate that the Clients have an aggregate outstanding balance of \$11,683,086.88 on account of services Kirkland provided pursuant to the Arbitration Engagement Letter and Arbitration Appeal Engagement Letter.⁹

⁵ The \$7,683,086.88 of fees and expenses outstanding also includes \$212,213.25 in fees and \$115,386.77 in expenses incurred under the Arbitration Engagement Letter that had not been invoiced as of the Petition Date.

⁶ All amounts listed in the table are denominated in U.S. dollars.

⁷ The applicable summary invoices listed in this summary table are attached hereto as **Exhibit D**, and a summary invoice reflecting the "Uninvoiced Amounts" is attached here as **Exhibit E**. Summary invoices are appended to the Proof of Claim to protect privilege and confidentiality. Kirkland has provided to the Debtors detailed invoices of the summary invoices attached hereto as **Exhibit D** and **Exhibit E**. Kirkland can provide additional copies of the invoices attached hereto as **Exhibit D** and **Exhibit E** upon request; *provided* that if a party other than the Debtors requests copies of such invoices, Kirkland may redact such invoices for any privileged and/or confidential information consistent with Kirkland's ethical obligations.

⁸ This amount reflects the application of \$14,881.25 in unapplied cash against \$130,268.02 in expenses incurred under the Arbitration Engagement Letter.

⁹ All fees and expenses incurred by Kirkland pursuant to that certain engagement letter dated June 21, 2023 for legal services related to liability management (the "Liability Management Engagement Letter") were paid pursuant to an advance payment retainer. Accordingly, Kirkland does not assert any claims against the Debtors arising under the Liability Management Engagement Letter.

Reservation of Rights

10. This Proof of Claim is filed to preserve any and all claims, rights, and entitlements, including contingent claims, that Kirkland may have against the Debtors. The filing of this Proof of Claim does not constitute a concession or admission by Kirkland of liability or of any facts in connection with any claim that has been or may be asserted against Kirkland. Nothing set forth herein should be construed as an admission that any valid claims or causes of action exist against Kirkland.

11. Kirkland hereby expressly reserves the right to amend, clarify, or supplement this Proof of Claim, including, without limitation, any exhibits hereto, if Kirkland should deem it necessary and appropriate for any reason, including without limitation, to: (a) liquidate, correct, increase, or amend the amounts referred to herein; (b) add or amend documents and other information, and to describe further the claims asserted herein; (c) file additional proofs of claim relating to the matters set forth herein, or any other indebtedness, obligations, or liability of the Debtors to Kirkland, including any claims or obligations arising from or reflecting net operating losses and other tax attributes; (d) add or include any other Debtor entity or any other entity, including, but not limited to, any entity that may become a debtor or debtor in possession in these jointly administered chapter 11 cases, and add or amend categories of payments or liabilities; (e) assert a priority, security interest, including to the extent of any right of setoff, counterclaim, or recoupment, or similar right with respect to the claims asserted herein; and (f) assert further claims and to seek all costs and expenses associated therewith.

12. This Proof of Claim is filed in accordance with the Bar Date Notice. The filing of the Proof of Claim is not intended to be and shall not be construed as: (a) a waiver or limitation of any rights, claims, defenses, or remedies of Kirkland against the Debtors or any person, entity,

or property; (b) a waiver or limitation of any obligation owed to Kirkland, or any right to any security that may be determined to be held for Kirkland's benefit; (c) a consent by Kirkland to the jurisdiction of the Court; (d) consent to a jury trial in the Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto pursuant to 28 U.S.C. § 157(e) or otherwise; (e) a waiver by Kirkland of the right to a trial by jury in any proceeding so triable herein or in any case, controversy, or proceeding related hereto, notwithstanding any designation of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial is pursuant to a statute or the United States Constitution; (f) a waiver by Kirkland of the right to have final orders in core and/or non-core matters entered only after *de novo* review by a United States District Court judge; (g) a waiver or limitation of the right to move to withdraw the reference, or otherwise to challenge the jurisdiction of the Court with respect to the subject matter of this Proof of Claim, any objection or other proceeding commenced in these chapter 11 cases against or otherwise involving Kirkland; (h) an election of remedies; or (i) an admission that any property held by the Debtors constitutes property of the Debtors' estates.

13. Kirkland does not waive (a) any right to claim specific assets, (b) any rights of offset, setoff, recoupment, or counterclaim, or (c) any other right, rights of action, causes of action, or claims, whether existing now or hereinafter arising, that Kirkland has or may have against the Debtors, or any other person or persons, and Kirkland expressly reserves any and all such rights.

14. Without limiting the generality of the foregoing, Kirkland also expressly reserves its rights and remedies under the Bankruptcy Code and other applicable federal and state law against the Debtors and their respective present and former creditors, agents, representatives, officers and directors, shareholders, and professionals for, *inter alia*, the following: lien and

transfer avoidance; fraud; misrepresentation; constructive trust; equitable lien; unjust enrichment; *quantum meruit*; subrogation; indemnity; contribution; failure to fulfill contractual obligations; breach of the implied covenant of good faith and fair dealing; making, causing, or permitting to be made misleading statements regarding the business of the Debtors; failure to take prudent and appropriate action regarding adverse business conditions affecting the business operations of the Debtors; tortious interference; tortious conduct; alter ego liability; piercing the corporate veil; failure to require adequate financial and accounting controls for the Debtors; and all other legal or equitable claims and any and all remedies to which they may be entitled.

15. Nothing herein shall be deemed to waive, estop, or derogate from the rights of Kirkland. This Proof of Claim is also without prejudice to Kirkland's rights, claims, and defenses under the Bankruptcy Code or otherwise, including, but not limited to, the right to vote on any plan(s) in the Debtors' chapter 11 cases.

16. Kirkland may have administrative expense claims against the Debtors. By filing this Proof of Claim, Kirkland is not waiving, and does not waive, any such claims against the Debtors, and any such claims are expressly reserved.

17. This Proof of Claim is in addition to and does not supersede any other claim or other proof of claim filed by Kirkland or any of their related entities against any Debtor or scheduled by any Debtor.

18. All notices, communications, and other pleadings relating to this Proof of Claim should be sent to:

Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, Illinois 60654
Attention: Chad Husnick
Email Address: chad.husnick@kirkland.com

-and-

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Olivia Acuña
E-mail Address: olivia.acuna@kirkland.com

Dated: July 17, 2025

Respectfully submitted,

By: /s/ Chad J. Husnick
Name: Chad J. Husnick, P.C.
Title: Partner
Kirkland & Ellis LLP

Exhibit A

Shareholders Resolution

VILLAGE ROADSHOW ENTERTAINMENT GROUP (BVI) LIMITED
Incorporated in the British Virgin Islands
BVI Company No. 1530195
(Company)

Dated this 29th of October 2024

**Written Resolutions of the Shareholders of the Company pursuant to Regulation 8.20
of the Articles of Association of the Company**

WHEREAS, Company's management has advised the Shareholders of the Company that Company has not paid certain outstanding invoices issued by Kirkland & Ellis LLP ("K&E") in the amount of \$7,355,486.86 (the "**Unpaid Invoices**") in connection with fees incurred by Company and/or its subsidiaries who are parties to the following legal matters: (i) *Village Roadshow Films (BVI) Limited et al. v. Warner Media LLC, et al., LASC Case No. 22STCV046060*; (ii) *Warner Bros. Entertainment, Inc., et al. v. Village Roadshow Pictures North America, Inc., et al., JAMS Ref. No. 5220000339* (the "**Arbitration**"); and (iii) *Village Roadshow Pictures North America, Inc., et al. v. Warner Bros. Entertainment, Inc., et al., JAMS Ref. No. 5220000339* (the "**Arbitration Appeal**");

WHEREAS, Company has further advised the Shareholders of the Company that, pursuant to Retention Letter related to the Arbitration Appeal, dated as of July 31, 2023, as amended as of March 19, 2024, K&E is entitled to an additional \$4,000,000 (the "**Appeal Contingent Fee**"), payable with 21 days of a JAMS Appeal panel's decision that reverses the Arbitration Award, or sets aside the damages awarded in the Arbitration Award. Company further advised the Noteholders that, on September 20, 2024, the JAMS Appeal panel issued an Interim Decision that reversed the Arbitration Award; and

WHEREAS, the Company is unable to pay the Unpaid Invoices and the Appeal Contingent Fee while uncertainty exists with respect to long-term capital support of the Company.

The undersigned, being the majority of the Shareholders of the Company, hereby adopt the following written resolutions:

- (a) That the Company and the Shareholders agree and acknowledge the outstanding liabilities of the Unpaid Fees and the Appeal Contingent Fee due to K&E.
- (b) That the Company be permitted to disclose the details regarding all fee liabilities to K&E during financial diligence to prospective acquirors of all or materially all of the Company's assets.
- (c) That the Company shall not be permitted to close transaction that is a sale of all or materially all of the Company's assets (including, but not limited to, a sale of the Company's film library assets) (a "**Transaction**") that does not contain a provision for the payment of the Unpaid Invoices and Appeal Contingent Fee by the acquiror to K&E.

These written resolutions may be executed and delivered by facsimile or portable document format (.pdf) signature and such facsimile or .pdf signature shall have the same effect as original signatures.

[Signature Pages Follows]

Vine Media Opportunities – Fund III, LP

By: Vine Alternative Investments III, LP, its General Partner

DocuSigned by:

By: _____
24E7E2B9A8A74B4
Name: James P. Moore
Title: Authorized Signatory

Vine Media Opportunities – Fund III-A, LP

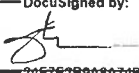
By: Vine Alternative Investments III, LP, its General Partner

DocuSigned by:

By: _____
24E7E2B9A8A74B4
Name: James P. Moore
Title: Authorized Signatory

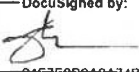
Vine Media Opportunities – Fund III-B, LP

By: Vine Alternative Investments III, LP, its General Partner

DocuSigned by:

By: _____
24E7E2B9A8A74B4
Name: James P. Moore
Title: Authorized Signatory

Vine WestCon SPV, LP

By: Vine Alternative Investments III, LP, its General Partner

DocuSigned by:

By: _____
24E7E2B9A8A74B4
Name: James P. Moore
Title: Authorized Signatory

FALCON STRATEGIC PARTNERS IV, LP

By: FALCON STRATEGIC INVESTMENTS IV, LP,
its General Partner

By: FALCON STRATEGIC INVESTMENTS GP IV, LLC,
its General Partner

By: 

Name: Matthew White

Title: Managing Director

Exhibit B

Arbitration Engagement Letter

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

Mark Holscher
To Call Writer Directly:
+1 213 680 8190
markholscher@kirkland.com

555 South Flower Street
Los Angeles, CA 90071
United States

+1 213 680 8400

www.kirkland.com

Facsimile:
+1 213 680 8500

January 25, 2021

Kevin P. Berg
Village Roadshow Entertainment Group (BVI) Limited
Village Roadshow Entertainment Group USA Inc.
10100 Santa Monica Boulevard, Suite 200
Los Angeles, California 90067

Re: Retention to Provide Legal Services

Dear Kevin:

We are very pleased that Village Roadshow Entertainment Group (BVI) Limited (together with its wholly-owned subsidiaries listed on Attachment A) (“you”) has asked us to represent you in connection with your potential dispute with Warner Bros. related to certain co-production, co-finance, and co-distribution agreements. In this letter, “we,” “our,” or “us” means Kirkland & Ellis LLP and its affiliates. Please know that our representation is solely of you and that no direct or indirect parent, subsidiary, affiliate, or other entity or person related to you has or will have the status of a client for any purpose as a result of this engagement.

The Agreement (notwithstanding any guidelines for outside counsel that you may provide to us) sets forth our entire agreement for rendering professional services for the current matter, as well as for all other existing or future matters (collectively, the “Engagement”), except where we otherwise agree in writing.

Our fees are primarily based on the time individuals spend working on your matter at their hourly rates. Our hourly rates vary with the experience and seniority of the individuals assigned and may be adjusted from time to time. Additionally, our fees may be greater than the hourly rate based on various factors, such as the value of the services rendered, our efficiency, the size of the matter, the time pressures involved, and the results we achieve. We will include expenses in our statements as disbursements advanced by us on your behalf. Attached hereto is our current schedule of charges, which is subject to change. Notwithstanding anything contained herein (including the attached schedule of charges) any expenses (other than those expenses related to legal research) in excess of \$1,500 on an individual basis or in excess of \$3,000 on an aggregate basis shall require your prior written approval. Kirkland will provide a 10% discount to you on our regular rates. As the matter progresses we may discuss the possibility of alternative fee arrangements as well. Our billing statements will set forth the time spent in rendering our services,

KIRKLAND & ELLIS LLP

Kevin P. Berg
January 25, 2021
Page 2

will describe those services, and will specify the name of the individual who rendered the services and that person's hourly billing rate. Our statements for fees and expenses are typically rendered monthly and payment in full is due within thirty days.

Either of us may terminate our retention at any time by written notice. If permission for withdrawal is required by a court, we shall apply promptly for such permission and termination shall coincide with the court order for withdrawal. Our representation also will end, regardless of whether or when written notice was sent, upon the constructive completion of our work.

We may be requested to act for other current or future clients on other matters where the interests of those other clients may be adverse to you, or on other matters for current or future clients to whom you are adverse in this Engagement. And we may currently be involved in such representations. You agree that we may represent such other clients in any existing or future matters, including matters that are directly adverse to you, provided such matters are not substantially related to the legal services that we are rendering or will render to you in the Engagement (an "Allowed Adverse Representation"). By way of example, such Allowed Adverse Representations might take the form of, among other contexts: litigation (including arbitration, mediation and other forms of dispute resolution); transactional work (including consensual and non-consensual merger, acquisition, and takeover situations, financings, and commercial agreements); counseling (including advising direct adversaries and competitors); and restructuring (including bankruptcy, insolvency, financial distress, recapitalization, equity and debt workouts, and other transactions or adversarial adjudicative proceedings related to any of the foregoing and similar matters).

You will not assert that our representation of you is a basis to disqualify us from an Allowed Adverse Representation or that our work for another client breaches any duties to you. Nor will you assert that a matter is substantially related, and thus not an Allowed Adverse Representation, simply because during our work we came to possess confidential information (recognizing, of course, that we will abide by our legal and ethical duties to protect your confidences).

You have considered the pros and cons of waiving conflicts of interests and recognize the inherent uncertainty about the array of potential matters and clients we might take on, but nonetheless have decided, with the opportunity to consult other counsel, that to secure our services instead of another firm, it is in your interest to waive conflicts of interest as described above.

We may be asked to represent more than one bidder in an auction or other opportunity to buy or invest in the securities or assets of a third party. In such circumstances you agree that we may represent other bidders in addition to you, provided we establish appropriate screening procedures and information barriers to ensure there is complete separation between the team of lawyers (and personnel) who provide services to you and those who provide services to another bidder and absolutely no sharing of information.

KIRKLAND & ELLIS LLP

Kevin P. Berg
January 25, 2021
Page 3

We also inform you that certain investment entities owned by some of our current or former attorneys and senior staff have investments in funds or companies that may, directly or indirectly, be affiliated with you, hold investments in your debt or equity securities, be adverse to you, or conduct commercial transactions with you. These entities are passive and have no management or control rights in such funds or companies. Please let us know if you have any questions or concerns regarding our passive holdings.

Kirkland & Ellis LLP is a limited liability partnership organized under the laws of Illinois, and Kirkland & Ellis International LLP is a limited liability partnership organized under the laws of Delaware. Accordingly, partners are not personally liable, directly or indirectly, by way of indemnification, contribution, assessment or otherwise, for obligations of either partnership solely by reason of being or acting as a partner. Pursuant to Business and Professions Code section 6200 et seq., you may have a right to arbitrate any fee dispute. We generally do not retain records for more than five years. Upon your written request, we will return your records prior to their destruction. Although we will return your records (i.e., your client file) to you at any time upon your written request, you agree that your client file will not include K&E LLP's internal files including administrative materials, internal communications, and drafts. You agree that, if you provide us with personal data, you have complied with applicable data protection legislation and that we may process such personal data in accordance with our Data Transfer and Privacy Policy at www.kirkland.com. We process your personal data in order to (i) carry out work for you; (ii) share the data with third parties such as expert witnesses and other professional advisers if our work requires; (iii) comply with applicable laws and regulations and (iv) provide you with information relating to K&E LLP and its services. You further agree that, for marketing purposes, we may describe facets of our law practice and recite examples of matters we handled for you, provided those materials avoid disclosing your confidences and secrets as defined by applicable ethical rules.

KIRKLAND & ELLIS LLP

Kevin P. Berg
January 25, 2021
Page 4

We are not advising you with respect to this Agreement, because we would have a conflict of interest in doing so. If you wish to receive such advice, you should consult independent counsel of your choice. Please confirm your agreement with the arrangements described in this letter by returning a signed copy of this letter. Please understand that, if we do not receive a signed copy of this letter within twenty-one days, we will withdraw from representing you in this Engagement.

Very truly yours,

KIRKLAND & ELLIS LLP



By: _____
Mark Holscher

Agreed and accepted this 25th day of January, 2021

Village Roadshow Entertainment Group (BVI)
Limited



By: _____
Kevin P. Berg
General Counsel

ATTACHMENT A

Village Roadshow Entertainment Group USA Inc.
Village Roadshow Holdings USA Inc.
Village Roadshow Pictures Entertainment Inc.
Village Roadshow Productions Inc.
Village Roadshow Distribution USA Inc.
VR Funding LLC
Village Roadshow Films North America Inc.
Village Roadshow VS Films LLC
Village Roadshow Productions USA LLC
Village Roadshow Pictures North America Inc.
Crescent Film Holdings Limited
Village Roadshow Film Administration Management Pty Ltd
Village Roadshow Productions (BVI) Ltd
WV Film Partners L.P.
WV Film Partners II L.P.
WV Films Partners III L.P.
WV Film Partners IV L.P.
Village Roadshow Distribution (BVI) Limited
VR Films Holdings (BVI) Limited
Village Roadshow Films (BVI) Limited
Village Roadshow Pictures (BVI) Limited

KIRKLAND & ELLIS LLP

CLIENT-REIMBURSABLE EXPENSES AND OTHER CHARGES

Effective 01/01/2020

The following outlines Kirkland & Ellis LLP's ("K&E LLP") policies and standard charges for various services performed by K&E LLP and/or by other third parties on behalf of the client which are often ancillary to our legal services. Services provided by in-house K&E LLP personnel are for the convenience of our clients. Given that these services are often ancillary to our legal services, in certain instances it may be appropriate and/or more cost efficient for these services to be outsourced to a third-party vendor. If services are provided beyond those outlined below, pricing will be based on K&E LLP's approximate cost and/or comparable market pricing.

- **Duplicating, Reprographics and Printing:** The following list details K&E LLP's charges for duplicating, reprographics and printing services:
 - ▶ Black and White Copy or Print (all sizes of paper):
 - \$0.16 per impression for all U.S. offices
 - €0.10 per impression in Munich
 - £0.15 per impression in London
 - HK\$1.50 per impression in Hong Kong
 - RMB1.00 per impression in Beijing and Shanghai
 - ▶ Color Copy or Print (all sizes of paper):
 - \$0.55 per impression
 - ▶ Scanned Images:
 - \$0.16 per page for black and white or color scans
 - ▶ Other Services:
 - CD/DVD Duplicating or Mastering - \$7/\$10 per CD/DVD
 - Binding - \$0.70 per binding
 - Large or specialized binders - \$13/\$27
 - Tabs - \$0.13 per item
 - OCR/File Conversion - \$0.03 per page
 - Large Format Printing - \$1.00 per sq. ft.
- **Secretarial and Word Processing:** Clients are not charged for secretarial and word processing activities incurred on their matters during standard business hours.
- **Overtime Charges:** Clients will be charged for overtime costs for secretarial and document services work if either (i) the client has specifically requested the after-hours work or (ii) the nature of the work being done for the client necessitates out-of-hours overtime and such work could not have been done during normal working hours. If these conditions are satisfied, costs for related overtime meals and transportation also will be charged.

- **Travel Expenses:** We charge clients our out-of-pocket costs for travel expenses including associated travel agency fees. We charge coach fares (business class for international flights) unless the client has approved business-class, first-class or an upgrade. K&E LLP personnel are instructed to incur only reasonable airfare, hotel and meal expenses. K&E LLP negotiates, uses, and passes along volume discount hotel and air rates whenever practicable. However, certain retrospective rebates may not be passed along. Any travel expenses expressly require your prior written approval.
- **Catering Charges:** Clients will be charged for any in-house catering service provided in connection with client matters.
- **Communication Expenses:** We do not charge clients for telephone calls or faxes made from K&E LLP's offices with the exception of third-party conference calls and videoconferences.

Charges incurred for conference calls, videoconferences, cellular telephones, and calls made from other third-party locations will be charged to the client at the actual cost incurred. Further, other telecommunication expenses incurred at third-party locations (e.g., phone lines at trial sites, Internet access, etc.) will be charged to the client at the actual cost incurred.

- **Overnight Delivery/Postage:** We charge clients for the actual cost of overnight and special delivery (e.g., Express Mail, FedEx, and DHL), and U.S. postage for materials mailed on the client's behalf. K&E LLP negotiates, uses, and passes along volume discount rates whenever practicable.
- **Messengers:** We charge clients for the actual cost of a third party vendor messenger.
- **Library Research Services:** Library Research staff provides research and document retrieval services at the request of attorneys, and clients are charged per hour for these services. Any expenses incurred in connection with the request, such as outside retrieval service or online research charges, are passed on to the client at cost, including any applicable discounts.
- **Online Research Charges:** K&E LLP charges for costs incurred in using third-party online research services in connection with a client matter. K&E LLP negotiates and uses discounts or special rates for online research services whenever possible and practicable and passes through the full benefit of any savings to the client based on actual usage.
- **Inter-Library Loan Services:** Our standard client charge for inter-library loan services when a K&E LLP library employee borrows a book from an outside source is \$25 per title. There is no client charge for borrowing books from K&E LLP libraries in other cities or from outside collections when the title is part of the K&E LLP collection but unavailable.
- **Off-Site Legal Files Storage:** Clients are not charged for off-site storage of files unless the storage charge is approved in advance.

- **Electronic Data Storage:** K&E LLP will not charge clients for costs to store electronic data and files on K&E LLP's systems if the data stored does not exceed 100 gigabytes (GB). If the data stored for a specific client exceeds 100GB, K&E LLP will charge clients \$4.00 per month/per GB for all network data stored until the data is either returned to the client or properly disposed of. For e-discovery data on the Relativity platform, K&E LLP will also charge clients \$4.00 per month/per GB until the data is either returned to the client or properly disposed of.
- **Calendar Court Services:** Our standard charge is \$25 for a court filing and other court services or transactions.
- **Supplies:** There is no client charge for standard office supplies. Clients are charged for special items (e.g., a minute book, exhibit tabs/indexes/dividers, binding, etc.) and then at K&E LLP's actual cost.
- **Contract Attorneys and Contract Non-Attorney Billers:** If there is a need to utilize a contract attorney or contract non-attorney on a client engagement, clients will be charged a standard hourly rate for these billers unless other specific billing arrangements are agreed between K&E LLP and client.
- **Expert Witnesses, Experts of Other Types, and Other Third Party Consultants:** If there is a need to utilize an expert witness, expert of other type, or other third party consultant such as accountants, investment bankers, academicians, other attorneys, etc. on a client engagement, clients will be requested to retain or pay these individuals directly unless specific billing arrangements are agreed between K&E LLP and client.
- **Third Party Expenditures:** Third party expenditures (e.g., corporate document and lien searches, lease of office space at Trial location, IT equipment rental, SEC and regulatory filings, etc.) incurred on behalf of a client, will be passed through to the client at actual cost. If the invoice exceeds \$50,000, it is K&E LLP's policy that wherever possible such charges will be directly billed to the client. In those circumstances where this is not possible, K&E LLP will seek reimbursement from our client prior to paying the vendor.

Unless otherwise noted, charges billed in foreign currencies are determined annually based on current U.S. charges at an appropriate exchange rate.

Exhibit C

Arbitration Appeal Engagement Letter

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

Mark C. Holscher, P.C.
To Call Writer Directly:
+1 213 680 8190
mark.holscher@kirkland.com

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+1 213 680 8500

July 31, 2023

By E-mail

CONFIDENTIAL

Kevin Berg
General Counsel
Village Roadshow Entertainment Group (BVI) Limited
Village Roadshow Entertainment Group USA Inc.
10100 Santa Monica Boulevard, Suite 200
Los Angeles, CA 90067

Re: Retention to Provide Legal Services

Dear Kevin:

We are very pleased that Village Roadshow Entertainment Group (BVI) Limited (together with its wholly-owned subsidiaries listed on Attachment A) (collectively, “you” or “Village”) have asked us to represent you in connection with appealing and challenging the Award issued in *Warner Bros. Entertainment, Inc., et al. v. Village Roadshow Pictures North America Inc., et al.*, JAMS Ref. No. 5220000339 (the “Arbitration”).

General Terms. This retention letter (the “Agreement”) sets forth the terms of your retention of Kirkland & Ellis LLP (and its affiliated entity Kirkland & Ellis International LLP (collectively, “K&E LLP”)) to provide legal services and constitutes an agreement between us.

The Agreement (notwithstanding any guidelines for outside counsel that you may provide to us) sets forth our entire agreement for rendering professional services for the current matter (the “Engagement”), except where we otherwise agree in writing. Nothing in this Agreement modifies prior agreements or any amounts owed under prior agreements between you and K&E LLP. An outstanding account receivable exists for K&E LLP’s prior work for Village. Any amounts owed under this Agreement are in addition to existing amounts that Village owes to K&E LLP.

Scope of Representation. K&E LLP shall represent Village in appealing the Arbitration Award pursuant to the JAMS Optional Arbitration Appeal Procedure and challenging the Award in a court of competent jurisdiction (the “Appeal”). This agreement shall apply to the Appeal only. Mark Holscher will be the K&E partner responsible for the Appeal. We will also leverage the full resources of the firm as appropriate to secure for you the best possible representation in this matter.

KIRKLAND & ELLIS LLP

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Special Fee Arrangement. K&E LLP will not charge Village for any hourly fees incurred in connection with the Appeal unless Village settles its dispute with Warner Bros. Entertainment Inc. (“Warner”) regarding Village’s co-financing rights and obligations with respect to *The Matrix Resurrections* (the “Dispute”) before the Award is confirmed by a court. In that respect, K&E LLP’s fee is fully contingent on the outcome of the Appeal if Village does not settle the Dispute with Warner before a court confirms the Award. In return for K&E LLP’s agreement to invest 100% of its fees in the Appeal in the event that Village does not settle its Dispute with Warner before a court confirms the Award, K&E LLP shall receive (which Village acknowledges may substantially exceed the hourly fees K&E LLP may otherwise invest in the Appeal) the following fee:

- An amount totaling five times K&E LLP’s hourly fees incurred in connection with Appeal, but not to exceed \$2.5 million, payable within 21 days of receipt of a JAMS Appeal panel’s decision or court ruling that reverses the Arbitration Award, or sets aside the damages awarded in the Award; or
- If the Appeal results in a reduction of the Arbitration Award (and not a complete reversal or vacating of the full Arbitration Award), a percentage of five times K&E LLP’s hourly fees incurred in connection with the Appeal based on the amount of reduction of the Arbitration Award, but not to exceed an applicable percentage of \$2.5 million (for example, if the Appeal reduces the Arbitration Award by 50%, the amount of 2.5 times K&E LLP’s hourly fees incurred in connection with the Appeal, but not to exceed \$1.25 million); or
- The amount totaling K&E LLP’s hourly fees incurred in connection with the Appeal at the time of any settlement of the Dispute before a court confirms the Award, payable within 21 days of an executed settlement agreement or term sheet.

Payment of Expenses. With the exception of fees and expenses charged by JAMS, expenses related to providing services shall be included in our statements as disbursements advanced by us on your behalf. You shall be responsible for such fees and costs and, with respect to fees and expenses charged by JAMS, you shall pay those to JAMS directly. Such expenses include photocopying, printing, scanning, witness fees, travel expenses, filing and recording fees, certain long distance telephone calls, certain secretarial overtime and other overtime expenses, postage, express mail and messenger charges, deposition costs, computerized legal research charges and other computer services, and miscellaneous other charges. We do not expect such expenses to be significant, and we will get pre-approval for any expense exceeding \$2,500. Attached hereto as Schedule I is K&E LLP’s current schedule of charges, which is subject to change. The payments under this paragraph shall not reduce in any way K&E LLP’s payments otherwise due pursuant to this Agreement. Our statements for fees and expenses are typically

KIRKLAND & ELLIS LLP

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Page 3

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rendered monthly and, unless other arrangements are made, payment in full is due within thirty days of your receipt of the statement. If you have any question concerning any statement, we ask that you raise it within that thirty-day period.

Termination. This Agreement may be terminated by either party at any time by written notice to the other party. Our representation will end at the earliest of (a) your termination of our representation, (b) our withdrawal or (c) the substantial completion of the Engagement.

If, after K&E LLP files a brief for any part of the Appeal, Village elects to terminate this Agreement, other than following a formal claim for malpractice against K&E LLP (which ultimately is established in arbitration or court of competent jurisdiction), such termination shall not reduce in any way K&E LLP's payments otherwise due pursuant to this Agreement. If, before K&E LLP files a brief for any part of the Appeal, Village elects to terminate this Agreement, other than following a formal claim for malpractice against K&E LLP (which ultimately is established in arbitration or court of competent jurisdiction), Village shall pay K&E LLP an amount equal to 100% of K&E LLP's total investment in the case (i.e., K&E LLP's fees calculated on an hourly basis at the rates customarily charged by attorneys working on the Arbitration) and 100% of advanced, approved expenses and disbursements within ten business days of receipt of K&E LLP's statement demonstrating such amounts.

K&E LLP may terminate this Agreement for any reason or no reason, including but not limited to a decision that it no longer wants to continue to advance expenses for this matter. If K&E LLP voluntarily terminates this agreement, it shall be entitled to no special fee payments, but shall be entitled to receive 100% of approved expenses and disbursements advanced.

File retention. All records and files will be retained and disposed of in compliance with our policy in effect from time to time. Subject to future changes, it is our current policy generally not to retain records relating to a matter for more than five years. Upon your prior written request, we will return client records to you prior to their destruction. Although we will return your records (i.e., your client file) to you at any time upon your written request, you agree that your client file will not include K&E LLP's internal files including administrative materials, internal communications, and drafts. We recommend that you maintain your own files for reference or submit a written request for your client files promptly upon conclusion of a matter.

Data Protection. You further agree that, if you provide us with personal data, you have complied with applicable data protection legislation and that we may process such personal data in accordance with our Data Transfer and Privacy Policy at www.kirkland.com. We process your personal data in order to (i) carry out work for you; (ii) share the data with third parties such as expert witnesses and other professional advisers if our work requires; (iii) comply with applicable laws and regulations and (iv) provide you with information relating to K&E LLP and its services.

KIRKLAND & ELLIS LLP

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Conflicts of Interest. K&E LLP is a general service law firm that you recognize has represented, now represents and will continue to represent numerous clients (including, without limitation, you or your affiliates' debtors, creditors and direct competitors), nationally and internationally, over a wide range of industries and in a wide variety of matters. Given this, without a binding conflicts waiver, conflicts of interest might arise that could deprive you or other clients of the right to select K&E LLP as their counsel.

In undertaking our representation of you, we want to be fair not only to your interests but also to those of our other clients. Because you are engaged in activities (and may in the future engage in additional activities) in which your interests may diverge from those of our other clients, the possibility exists that one of our clients may take positions adverse to you in a matter in which such other client may have retained us or one of your adversaries may retain us in a matter adverse to another entity or person.

Accordingly, as an integral part of the Engagement, you agree that K&E LLP may, now or in the future, represent such other clients in any existing or future matters, including matters that are directly adverse to you, provided such matters are not substantially related to the legal services that K&E LLP is rendering or will render to you in the Engagement (an "Allowed Adverse Representation"). By way of example, such Allowed Adverse Representations might take the form of, among other contexts: litigation (including arbitration, mediation and other forms of dispute resolution); transactional work (including consensual and non-consensual merger, acquisition, and takeover situations, financings, and commercial agreements); counseling (including advising direct adversaries and competitors); and restructuring (including bankruptcy, insolvency, financial distress, recapitalization, equity and debt workouts, and other transactions or adversarial adjudicative proceedings related to any of the foregoing and similar matters).

You also agree that you will not, for yourself or any other entity or person, assert that either (i) K&E LLP's representation of you or any of your affiliates in any past, present or future matter or (ii) K&E LLP's actual or possible possession of confidential information belonging to you or any of your affiliates is a basis to disqualify K&E LLP from representing another entity or person in any Allowed Adverse Representation. You further agree that any Allowed Adverse Representation does not breach any duty that this firm owes to you or any of your affiliates. You also agree that our representation is solely of Village and that no parent, subsidiary, affiliate or other entity or person related to any such persons has the status of a client for conflict of interest purposes.

We inform you that certain entities owned by current or former K&E LLP attorneys and senior staff ("attorney investment entities") have investments in funds or companies that may, directly or indirectly, be affiliated with you, hold investments in your debt or equity securities, be adverse to you, or conduct commercial transactions with you (each a "Passive Holding"). The

KIRKLAND & ELLIS LLP

Kevin Berg
July 31, 2023
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CONFIDENTIAL

attorney investment entities are passive and have no management or other control rights in such funds or companies. We note that other persons may in the future assert that a Passive Holding creates, in certain circumstances, a conflict between K&E LLP's exercise of its independent professional judgment in rendering advice to you and the financial interest of our attorneys participating in the attorney investment entities, and such other persons might seek to limit your ability to use K&E LLP to advise you on a particular matter. While we cannot control what a person might assert or seek, we believe that K&E LLP's judgment will not be compromised by virtue of any Passive Holding. Please let us know if you have any questions or concerns regarding our Passive Holdings. By executing this letter, you acknowledge our disclosure of the foregoing.

Insurance. You may have insurance policies that will pay for attorneys' fees and costs to litigate this matter. In addition, such insurance policies may pay for the other party's (or parties') damages. It is important to apprise your insurance carrier(s) promptly. If you do not request that we notify your insurance carrier(s) on your behalf regarding this matter, we will assume that you are taking responsibility for any such notification.

No guarantee of success. It is impossible to provide any promise or guarantee about the outcome of your matters. Nothing in this Agreement, or any statements by our staff or attorneys, constitutes a promise or guarantee. Any comments about the outcome of your matter are simply expressions of judgment and are not binding on us.

Pursuant to Business and Professions Code section 6200 et seq., you may have a right to arbitrate any fee dispute.

Dispute Resolution. This Agreement shall be governed by Illinois law and any disputes relating hereto shall be resolved in arbitration under the American Arbitration Association Rules and such arbitration shall take place in Chicago, Illinois before a single arbitrator selected by the AAA. The parties agree that such arbitration shall be resolved within 75 days of the filing of a demand for arbitration. The prevailing party in such arbitration shall be entitled to receive from the other party an amount equal to all costs and expenses incurred in connection with such arbitration.

Consent to use of information. In connection with future materials that, for marketing purposes, describe facets of our law practice and recite examples of matters we handle on behalf of clients, you agree that, if those materials avoid disclosing your confidences and secrets as defined by applicable ethical rules, they may identify you as a client, may contain factual synopses of your matters, and may indicate generally the results achieved.

LLP. Kirkland & Ellis LLP is a limited liability partnership organized under the laws of Illinois, and Kirkland & Ellis International LLP is a limited liability partnership organized under

KIRKLAND & ELLIS LLP

Kevin Berg
July 31, 2023
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the laws of Delaware. Pursuant to those statutory provisions, an obligation incurred by a limited liability partnership, whether arising in tort, contract or otherwise, is solely the obligation of the limited liability partnership, and partners are not personally liable, directly or indirectly, by way of indemnification, contribution, assessment or otherwise, for such obligation solely by reason of being or so acting as a partner.

Miscellaneous. This Agreement sets forth our entire agreement for rendering professional services. It can be amended or modified only in a writing signed by the party to be bound by the amendment or modification, and not orally or by course of conduct. This Agreement may be signed in one or more counterparts and binds each party countersigning below, whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable.

We are not advising you with respect to this Agreement, because we would have a conflict of interest in doing so. If you wish to receive such advice, you should consult independent counsel of your choice.

* * *

KIRKLAND & ELLIS LLP

Kevin Berg
July 31, 2023
Page 7

CONFIDENTIAL

Please confirm your agreement with the arrangements described in this letter by signing the enclosed copy of this letter in the space provided below and returning it to us.

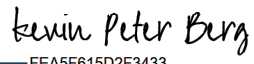
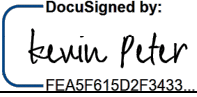
Very truly yours,

KIRKLAND & ELLIS LLP

By: 
Mark Holscher

Agreed and accepted this 31st of July, 2023

Village Roadshow Entertainment Group (BVI)
Limited, and Village Roadshow Entertainment
Group USA Inc.

DocuSigned by:

By: 
Kevin P. Berg, General Counsel

KIRKLAND & ELLIS LLP

Kevin Berg
July 31, 2023
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ATTACHMENT A

Village Roadshow Entertainment Group USA Inc.
Village Roadshow Holdings USA Inc.
Village Roadshow Pictures Entertainment Inc.
Village Roadshow Productions Inc.
Village Roadshow Distribution USA Inc.
VR Funding LLC
VREG Funding LLC
Village Roadshow Films North America Inc.
Village Roadshow VS Films LLC

Village Roadshow Pictures North America Inc.
Crescent Film Holdings Limited
Village Roadshow Film Administration Management Pty Ltd
Village Roadshow Productions (BVI) Ltd

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Village Roadshow Distribution (BVI) Limited
VR Films Holdings (BVI) Limited
VREG Films Ltd
Village Roadshow Films (BVI) Limited

KIRKLAND & ELLIS LLP

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Schedule

KIRKLAND & ELLIS LLP

CLIENT-REIMBURSABLE EXPENSES AND OTHER CHARGES

Effective 01/01/2023

The following outlines Kirkland & Ellis LLP's ("K&E LLP") policies and standard charges for various services performed by K&E LLP and/or by other third parties on behalf of the client which are often ancillary to our legal services. Services provided by in-house K&E LLP personnel are for the convenience of our clients. Given that these services are often ancillary to our legal services, in certain instances it may be appropriate and/or more cost efficient for these services to be outsourced to a third-party vendor. If services are provided beyond those outlined below, pricing will be based on K&E LLP's approximate cost and/or comparable market pricing.

- **Duplicating, Reprographics and Printing:** The following list details K&E LLP's charges for duplicating, reprographics and printing services:
 - ▶ Black and White Copy or Print (all sizes of paper):
 - \$0.16 per impression for all U.S. offices
 - €0.10 per impression in Munich
 - £0.15 per impression in London
 - HK\$1.50 per impression in Hong Kong
 - RMB1.00 per impression in Beijing and Shanghai
 - ▶ Color Copy or Print (all sizes of paper):
 - \$0.55 per impression
 - ▶ Scanned Images:
 - \$0.16 per page for black and white or color scans
 - ▶ Other Services:
 - CD/DVD Duplicating or Mastering - \$7/\$10 per CD/DVD
 - Binding - \$0.70 per binding
 - Large or specialized binders - \$13/\$27
 - Tabs - \$0.13 per item
 - OCR/File Conversion - \$0.03 per page
 - Large Format Printing - \$1.00 per sq. ft.
- **Secretarial and Word Processing:** Clients are not charged for secretarial and word processing activities incurred on their matters during standard business hours.

KIRKLAND & ELLIS LLP

Kevin Berg
July 31, 2023
Page 10

CONFIDENTIAL

- **Overtime Charges:** Clients will be charged for overtime costs for secretarial and document services work if either (i) the client has specifically requested the after-hours work or (ii) the nature of the work being done for the client necessitates out-of-hours overtime and such work could not have been done during normal working hours. If these conditions are satisfied, costs for related overtime meals and transportation also will be charged.
- **Travel Expenses:** We charge clients our out-of-pocket costs for travel expenses including associated travel agency fees. We charge coach fares (business class for international flights) unless the client has approved business-class, first-class or an upgrade. K&E LLP personnel are instructed to incur only reasonable airfare, hotel and meal expenses. K&E LLP negotiates, uses, and passes along volume discount hotel and air rates whenever practicable. However, certain retrospective rebates may not be passed along.
- **Catering Charges:** Clients will be charged for any in-house catering service provided in connection with client matters.
- **Communication Expenses:** We do not charge clients for telephone calls, conference calls, videoconferences or faxes made from K&E LLP's offices.
- Charges incurred for conference calls, videoconferences, cellular telephones, and calls made from other third-party locations will be charged to the client at the actual cost incurred. Further, other telecommunication expenses incurred at third-party locations (e.g., phone lines at trial sites, Internet access, etc.) will be charged to the client at the actual cost incurred.
- **Overnight Delivery/Postage:** We charge clients for the actual cost of overnight and special delivery (e.g., Express Mail, FedEx, and DHL), and U.S. postage for materials mailed on the client's behalf. K&E LLP negotiates, uses, and passes along volume discount rates whenever practicable.
- **Messengers:** We charge clients for the actual cost of a third-party vendor messenger.
- **Library Research Services:** Library Research staff provides research and document retrieval services at the request of attorneys, and clients are charged per hour for these services. Any expenses incurred in connection with the request, such as outside retrieval service or online research charges, are passed on to the client at cost, including any applicable discounts.

KIRKLAND & ELLIS LLP

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- **Online Research Charges:** K&E LLP charges for costs incurred in using third-party online research services in connection with a client matter. K&E LLP negotiates and uses discounts or special rates for online research services whenever possible and practicable and passes through the full benefit of any savings to the client based on actual usage.
- **Inter-Library Loan Services:** Our standard client charge for inter-library loan services when a K&E LLP library employee borrows a book from an outside source is \$25 per title. There is no client charge for borrowing books from K&E LLP libraries in other cities or from outside collections when the title is part of the K&E LLP collection but unavailable.
- **Off-Site Legal Files Storage:** Clients are not charged for off-site storage of files unless the storage charge is approved in advance.
- **Electronic Data Storage:** K&E LLP will not charge clients for costs to store electronic data and files on K&E LLP's systems if the data stored does not exceed 100 gigabytes (GB). If the data stored for a specific client exceeds 100GB, K&E LLP will charge clients \$6.00 per month/per GB for all network data stored until the data is either returned to the client or properly disposed of. For e-discovery data on the Relativity platform, K&E LLP will also charge clients \$6.00 per month/per GB until the data is either returned to the client or properly disposed of.
- **Tax Filings:** Clients will be charged a fixed fee for certain tax filings. Our standard charge is \$400 per Form 8832 election; \$250 per Form 83(b) election for the first 20 forms, \$100 per form for any additional forms; \$1,000 each for Form SS-4 (Foreign); \$100 each for Form SS-4 (Domestic); and \$75 for each FIRPTA certificate.
- **Calendar Court Services:** Our standard charge is \$25 for a court filing and other court services or transactions.
- **Supplies:** There is no client charge for standard office supplies. Clients are charged for special items (e.g., a minute book, exhibit tabs/indexes/dividers, binding, etc.) and then at K&E LLP's actual cost.
- **Contract Attorneys and Contract Non-Attorney Billers:** If there is a need to utilize a contract attorney or contract non-attorney on a client engagement, clients will be charged a standard hourly rate for these billers unless other specific billing arrangements are agreed between K&E LLP and client.
- **Expert Witnesses, Experts of Other Types, and Other Third Party Consultants:** If there is a need to utilize an expert witness, expert of other type, or other third party

KIRKLAND & ELLIS LLP

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consultant such as accountants, investment bankers, academicians, other attorneys, etc. on a client engagement, clients will be requested to retain or pay these individuals directly unless specific billing arrangements are agreed between K&E LLP and client.

- **Third Party Expenditures:** Third party expenditures (e.g., corporate document and lien searches, lease of office space at Trial location, IT equipment rental, SEC and regulatory filings, etc.) incurred on behalf of a client, will be passed through to the client at actual cost. If the invoice exceeds \$50,000, it is K&E LLP's policy that wherever possible such charges will be directly billed to the client. In those circumstances where this is not possible, K&E LLP will seek reimbursement from our client prior to paying the vendor.

Unless otherwise noted, charges billed in foreign currencies are determined annually based on current U.S. charges at an appropriate exchange rate.

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

Mark C. Holscher, P.C.
To Call Writer Directly:
+1 213 680 8190
mark.holscher@kirkland.com

555 South Flower Street
Los Angeles, CA 90071
United States

+1 213 680 8400

www.kirkland.com

Facsimile:
+1 213 680 8500

March 19, 2024

Kevin Berg
General Counsel
Village Roadshow Entertainment Group (BVI) Limited
Village Roadshow Entertainment Group USA Inc.
10100 Santa Monica Boulevard, Suite 200
Los Angeles, CA 90067

Re: Village Roadshow Arbitration Appeal Retention Agreement Amendment

Dear Kevin:

Given the significant extent of work appealing and challenging the Award issued in the Arbitration¹, please confirm by signing below that Village and K&E LLP agree that their July 31, 2023 Agreement is amended so that K&E LLP shall receive (which Village acknowledges may substantially exceed the hourly fees K&E LLP may otherwise invest in the Appeal) the following fee:

- An amount totaling five times K&E LLP's hourly fees incurred in connection with Appeal, but not to exceed \$4 million, payable within 21 days of receipt of a JAMS Appeal panel's decision or court ruling that reverses the Arbitration Award, or sets aside the damages awarded in the Award; or
- If the Appeal results in a reduction of the Arbitration Award (and not a complete reversal or vacating of the full Arbitration Award), a percentage of five times K&E LLP's hourly fees incurred in connection with the Appeal based on the amount of reduction of the Arbitration Award, but not to exceed an applicable percentage of \$4 million (for example, if the Appeal reduces the Arbitration Award by 50%, the amount of 2.5 times K&E LLP's hourly fees incurred in connection with the Appeal, but not to exceed \$2 million); or

¹ Capitalized terms are defined in our July 31, 2023 Agreement regarding Village's retention of K&E LLP to provide legal services in connection with the Appeal.

KIRKLAND & ELLIS LLP

Kevin Berg
March 19, 2024
Page 2

- The amount totaling K&E LLP's hourly fees incurred in connection with the Appeal at the time of any settlement of the Dispute before a court confirms the Award, payable within 21 days of an executed settlement agreement or term sheet.

All other terms of the Agreement shall remain in effect.

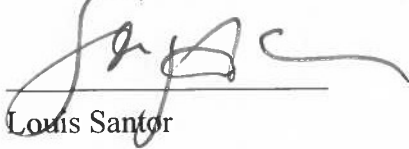
Very truly yours,

Mark Holscher

Acknowledged and Accepted

For Village Roadshow Entertainment Group (USA) Inc.

and on behalf of Village Roadshow Entertainment Group (BVI) Limited

A handwritten signature in dark ink, appearing to read 'Louis Santor', is written over a horizontal line.

Louis Santor

Chief Operating Officer

Exhibit D

Invoices

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

555 South Flower Street
Los Angeles, CA 90071

FEIN 36-1326630

April 3, 2023

Village Roadshow Entertainment Group USA Inc.
10100 Santa Monica Boulevard, Suite 200
Los Angeles, CA 90067

Attn: Kevin P. Berg

Invoice Number: 1040021571

Client Matter: 50007-1

In the Matter of Client vs. Warner Bros. Entertainment

For legal services rendered through February 28, 2023	\$ 850,690.00
Less 10% Discount	<u>\$ (85,069.00)</u>
Total Fees	\$ 765,621.00
For expenses incurred through February 28, 2023	<u>\$ 157,977.00</u>
Total legal services rendered and expenses incurred	\$ 923,598.00

TERMS: Due Upon Receipt

To ensure proper credit, please reference the Invoice Number with your payment.

Wire Transfer/ACH Instructions:

Citibank
227 W. Monroe Street, Ste. 200
Chicago, IL 60606
ABA Number: 271070801
Swift Code: CITIUS33
Acct. Name: Kirkland & Ellis LLP
Acct. Number: 800418399

If remitting via check, please send to:

Attn: Accounting Dept.
Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, IL 60654

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

555 South Flower Street
Los Angeles, CA 90071

FEIN 36-1326630

April 13, 2023

Village Roadshow Entertainment Group USA Inc.
10100 Santa Monica Boulevard, Suite 200
Los Angeles, CA 90067

Attn: Kevin P. Berg

Invoice Number: 1040021964

Client Matter: 50007-1

In the Matter of Client vs. Warner Bros. Entertainment

For legal services rendered through March 31, 2023	\$ 2,054,860.00
Less 10% Discount	<u>\$ (205,486.00)</u>
Total Fees	\$ 1,849,374.00
For expenses incurred through March 31, 2023	<u>\$ 71,856.39</u>
Total legal services rendered and expenses incurred	\$ 1,921,230.39

TERMS: Due Upon Receipt

To ensure proper credit, please reference the Invoice Number with your payment.

Wire Transfer/ACH Instructions:

Citibank
227 W. Monroe Street, Ste. 200
Chicago, IL 60606
ABA Number: 271070801
Swift Code: CITIUS33
Acct. Name: Kirkland & Ellis LLP
Acct. Number: 800418399

If remitting via check, please send to:

Attn: Accounting Dept.
Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, IL 60654

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

555 South Flower Street
Los Angeles, CA 90071

FEIN 36-1326630

May 22, 2023

Village Roadshow Entertainment Group USA Inc.
10100 Santa Monica Boulevard, Suite 200
Los Angeles, CA 90067

Attn: Kevin P. Berg

Invoice Number: 1040022511

Client Matter: 50007-1

In the Matter of Client vs. Warner Bros. Entertainment

For legal services rendered through April 30, 2023	\$ 4,226,172.50
Less 10% Discount	<u>\$ (422,617.25)</u>
Total Fees	\$ 3,803,555.25
For expenses incurred through May 19, 2023	<u>\$ 319,261.40</u>
Total legal services rendered and expenses incurred	\$ 4,122,816.65

TERMS: Due Upon Receipt

To ensure proper credit, please reference the Invoice Number with your payment.

Wire Transfer/ACH Instructions:

Citibank
227 W. Monroe Street, Ste. 200
Chicago, IL 60606
ABA Number: 271070801
Swift Code: CITIUS33
Acct. Name: Kirkland & Ellis LLP
Acct. Number: 800418399

If remitting via check, please send to:

Attn: Accounting Dept.
Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, IL 60654

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

555 South Flower Street
Los Angeles, CA 90071

FEIN 36-1326630

August 25, 2023

Village Roadshow Entertainment Group USA Inc.
10100 Santa Monica Boulevard, Suite 200
Los Angeles, CA 90067

Attn: Kevin P. Berg

Invoice Number: 1040023806

Client Matter: 50007-1

In the Matter of Client vs. Warner Bros. Entertainment

For legal services rendered through July 31, 2023	\$ 161,728.75
Less 10% Discount	<u>\$ (16,172.88)</u>
Total Fees	\$ 145,555.87
For expenses incurred through July 31, 2023	<u>\$ 242,285.95</u>
Total legal services rendered and expenses incurred	\$ 387,841.82

TERMS: Due Upon Receipt

To ensure proper credit, please reference the Invoice Number with your payment.

Wire Transfer/ACH Instructions:

Citibank
227 W. Monroe Street, Ste. 200
Chicago, IL 60606
ABA Number: 271070801
Swift Code: CITIUS33
Acct. Name: Kirkland & Ellis LLP
Acct. Number: 800418399

If remitting via check, please send to:

Attn: Accounting Dept.
Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, IL 60654

Exhibit E

Uninvoiced Amounts

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

555 South Flower Street
Los Angeles, CA 90071

FEIN 36-1326630

July 16, 2025

Village Roadshow Entertainment Group USA Inc.
10100 Santa Monica Boulevard, Suite 200
Los Angeles, CA 90067

Attn: Kevin P. Berg

Invoice Number: 1040029208

Client Matter: 50007-1

In the Matter of Client vs. Warner Bros. Entertainment

For legal services rendered through May 31, 2025	\$ 235,792.50
Less 10% Discount	<u>\$ (23,579.25)</u>
Total Fees	\$ 212,213.25
For expenses incurred through May 31, 2025	<u>\$ 130,268.02</u>
Total legal services rendered and expenses incurred	\$ 342,481.27
Unallocated Credits to be Applied	<u>\$ (14,881.25)</u>
Total Due This Invoice	\$ 327,600.02

TERMS: Due Upon Receipt

To ensure proper credit, please reference the Invoice Number with your payment.

Wire Transfer/ACH Instructions:

Citibank
227 W. Monroe Street, Ste. 200
Chicago, IL 60606
ABA Number: 271070801
Swift Code: CITIUS33
Acct. Name: Kirkland & Ellis LLP
Acct. Number: 800418399

If remitting via check, please send to:

Attn: Accounting Dept.
Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, IL 60654