

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 WWIP 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 checked="" type="checkbox"/> Village Roadshow Entertainment Group (BVI) Limited (Case No. 25-10502) |
| <input 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) | | |

- ☒ Date Stamped Copy Returned
☐ No self addressed stamped envelope
☐ No copy to return 12/24

Modified Official Form 410
Proof of Claim

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?	<u>Wilmington Savings Fund Society, FSB in its capacity as Collateral Agent</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<u>Seward & Kissel LLP Attn: John R. Ashmead</u> Name <u>One Battery Park Plaza</u> Number Street <u>New York, NY 10004</u> City State ZIP Code Country Contact phone <u>212-574-1200</u> Contact email <u>ashmead@sewkis.com</u>	<u>Wilmington Savings Fund Society, FSB</u> Name <u>500 Delaware Avenue</u> Number Street <u>Wilmington, DE 19801</u> City State ZIP Code Country Contact phone <u>302-246-1096</u> Contact email <u>lhinojosa@wsfsbank.com</u>
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? _____	

* In accordance with the Bar Date Order and the Final DIP Order, this Master Proof of Claim shall be deemed to constitute the filing of a proof of claim in the cases of all Debtors against whom a claim may be asserted under the Notes Agreement.
Modified Official Form 410
Proof of Claim
page 1



2510502250718000000000004

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? \$ see attached addendum 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.
Fifth Amended and Restated Note Purchase Agreement, dated January 21, 2025

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 attached addendum
Basis for perfection: see attached 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:

☐ 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.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* 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

Signature

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

Name Lizbet Hinojosa

First name

Middle name

Last name

Title

Vice President

Company

Wilmington Savings Fund Society, FSB

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

Address

500 Delaware Avenue

Number

Street

Wilmington, DE 19801

City

State

ZIP Code

Country

Contact phone

302-246-1096

Email

lhinojosa@wsfsbank.com

RECEIVED

JUL 18 2025

VERITA GLOBAL

SEWARD & KISSEL LLP

ONE BATTERY PARK PLAZA
NEW YORK, NEW YORK 10004

TELEPHONE: (212) 574-1200
FACSIMILE: (212) 480-8421
WWW.SEWKIS.COM

901 K STREET, NW
WASHINGTON, DC 20001
TELEPHONE: (202) 737-8833
FACSIMILE: (202) 737-5184

July 17, 2025

VIA FEDEX OVERNIGHT DELIVERY

Village Roadshow Entertainment Claims Processing Center
c/o KCC dba Verita
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

**Re: In re Village Roadshow Entertainment Group USA Inc., et al.,
25-10475 (TMH)**

Dear Claims Agent:

Enclosed is one original and one copy of the following proof of claim:

- Master Proof of Claim of Wilmington Savings Fund Society, FSB, in its capacity as Collateral Agent under that certain Fifth Amended and Restated Note Purchase Agreement, dated January 21, 2025

Please file the original and file stamp the copy acknowledging receipt and return in the enclosed self-addressed envelope.

If you have any questions, please contact me at (212) 574-1632.

Thank you for your assistance.

Respectfully,


Catherine V. LoTempio

**ADDENDUM TO THE PROOF OF CLAIM OF
WILMINGTON SAVINGS FUND SOCIETY, FSB,
IN ITS CAPACITY AS COLLATERAL AGENT UNDER NOTE
PURCHASE AGREEMENT AGAINST VILLAGE ROADSHOW
ENTERTAINMENT GROUP (BVI) LIMITED AND
THE DEBTOR GUARANTORS LISTED ON EXHIBIT A**

1. Wilmington Savings Fund Society, FSB (“WSFS”), solely in its capacity as collateral agent (the “Collateral Agent”) under that certain Fifth Amended and Restated Note Purchase Agreement, dated January 21, 2025 (as amended, novated, supplemented, extended, restated, or otherwise modified from time to time, the “Notes Agreement”), by and among Village Roadshow Entertainment Group (BVI) Limited (“VREG” or the “Company”), each of the guarantors party thereto (the “Guarantors”), the noteholders listed therein (the “Noteholders”) and the Collateral Agent, asserts this claim (“Master Proof of Claim”) on behalf of itself and the Noteholders for all amounts due and owing under the Notes Agreement and the senior secured notes (the “Notes”) issued thereunder. Capitalized terms not defined herein shall have the meanings set forth in the Notes Agreement or the Final DIP Order (as defined below), as applicable.

2. On March 17, 2025 (the “Petition Date”), the Issuer and several of its affiliates (collectively, the “Debtors”), including the Guarantors listed on Exhibit A hereto (collectively, the “Debtor Guarantors”), filed voluntary petitions seeking 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 “Bankruptcy Court”).

3. This Master Proof of Claim is being filed pursuant to 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 for Notice Thereof* [Dkt. No. 514] (the “Bar Date Order”) and the *Final Order*

(I) Authorizing the Debtors to Obtain Post-Petition Secured Financing; (II) Authorizing the Use of Cash Collateral; (III) Granting Liens and Superpriority Administrative Expense Status, (IV) Granting Adequate Protection; (V) Modifying the Automatic Stay, and (VI) Granting Related Relief [Dkt. No. 280] (the “Final DIP Order”).

4. Pursuant to the Bar Date Order and the Final DIP Order, neither the Collateral Agent nor the Noteholders are required to file a proof of claim on account of claims arising under or in connection with the Notes Agreement. In accordance with the Bar Date Order and the Final DIP Order, this Master Proof of Claim shall be deemed to constitute the filing of a proof of claim in the cases of all Debtors against whom a claim may be asserted under the Notes Agreement, including the cases of the Debtor Guarantors.

5. Pursuant to Section 8 of the Notes Agreement, the Company is obligated to pay the outstanding principal of the Notes, together with any applicable premiums and accrued and unpaid interest on the Notes on the dates and in the manner provided in the Notes and the Notes Agreement.

6. Pursuant to Section 13.1 of the Notes Agreement, each of the Guarantors, jointly and severally, unconditionally and irrevocably guaranteed to the Collateral Agent, the Noteholders and the other holders of the Notes the due and punctual payment of the principal of and interest on the Notes; fees, costs and attorneys’ fees; and all other monetary obligations of the Company to the holders of the Notes or the Collateral Agent under the Notes Agreement, the Notes or any other Note Document, in each case whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, then existing or thereafter arising and including interest, fees and other amounts that accrue after the commencement by or against the Company, any Guarantor or any Affiliate thereof of any proceeding under any Debtor Relief Laws

naming such Person as the debtor in such proceeding, regardless of whether such interest, fees and other amounts are allowed claims in such proceeding (the "Guaranteed Obligations").

7. Pursuant to Section 5.19 of the Notes Agreement and the Collateral Documents, the Company and the Debtor Guarantors granted valid security interests in favor of the Collateral Agent in the Collateral (the "Notes Liens"), senior in right and priority to the claims of all other Persons subject to the terms of the Notes Agreement and Collateral Documents.

8. Pursuant to the Final DIP Order, the Debtors acknowledged and agreed that as of the Petition Date (a) the Notes Liens are valid, binding, enforceable, non-avoidable, and properly perfected and were granted to, or for the benefit of, the Collateral Agent and the Noteholders for fair consideration and reasonably equivalent value; (b) the Notes Liens were senior in priority over any and all other liens on the Collateral, subject only to certain liens senior by operation of law (including any that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code) or that otherwise constitute Permitted Liens under the Notes Documents; (c) the obligations due under the Notes Documents (the "Notes Obligations") constitute legal, valid, binding, and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the Prepetition Credit Documents; (d) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Notes Liens or Notes Obligations exist, and no portion of the Notes Liens or Notes Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including avoidance claims under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against the

Collateral Agent or the Noteholders, or any of its or their affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to the Notes Obligations; (f) the Debtors waived, discharged, and released any right to challenge any of the Notes Obligations or the Notes Liens; the priority of the Debtors' obligations thereunder; and the validity, extent, and priority of the liens securing the Notes Obligations; and (g) the Notes Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

9. Pursuant to Section 11(h) of the Notes Agreement, an Event of Default, among others, occurred by reason of the Debtors' filing of chapter 11 petitions on the Petition Date. Pursuant to Section 12.1(a) of the Notes Agreement and by operation of law, as a result of such Event of Default, all the Notes then outstanding and all other Obligations, including Guaranteed Obligations, automatically became immediately due and payable as of the Petition Date.

10. Consequently, the Collateral Agent, on behalf of the Noteholders, is entitled to payment in the aggregate amount of at least \$154,597,328.27, consisting of the entire outstanding principal of \$152,873,497.92, plus interest that has accrued through the Petition Date of \$1,723,830.35. The Collateral Agent hereby asserts a claim for no less than such amounts against the Company and each of the Debtor Guarantors. Additionally, the Collateral Agent, on behalf the Noteholders, asserts this Master Proof of Claim against the Company and the Debtor Guarantors for post-petition interest on overdue principal, premium, if any, defaulted interest, interest payable on the defaulted interest, including for amounts payable as a result of defaults arising prior to the Petition Date (whether known or unknown to the Collateral Agent at any time

prior to the Petition Date), and all other amounts set forth in the Notes Agreement and Notes Documents, to the extent permissible under applicable law.

11. Pursuant to Section 17.1 and 24.17 of the Notes Agreement, the Company and the Guarantors, jointly and severally, agreed to pay (a) all reasonable costs and expenses (including reasonable attorneys' fees of special New York and British Virgin Islands counsel, Collateral Agent's counsel and, if reasonably required by the Collateral Agent or the Required Holders, one local counsel in each other relevant material jurisdiction) incurred by the Collateral Agent, the Noteholders and each other holder of a Note in connection with such transactions and in connection with any amendments, waivers or consents requested by the Company under or in respect of the Notes Agreement, the Notes or any other Note Documents (whether or not such amendment, waiver or consent becomes effective) as set forth in the Notes Agreement, including all such reasonable costs and expenses, including financial advisors' fees, incurred in connection with the insolvency or bankruptcy of the Company, any Guarantor or any other Group Member or in connection with any work-out or restructuring of the transactions contemplated hereby and by the Notes and any other Note Documents; and (b) all fees and other amounts payable under and pursuant to the Collateral Agent Fee Letter and, promptly upon demand, such compensation to the Collateral Agent and its agents, co-agents and subagents as the Company and the Collateral Agent may agree in writing from time to time (collectively, the "Agent and Noteholder Fee and Expense Obligations").

12. Further, pursuant to Section 17.1 of the Notes Agreement, the Company and the Guarantors, jointly and severally, agreed to indemnify the Collateral Agent (and any sub-agent thereof), each Noteholder and each other holder of a Note and each of their respective Related Parties (each such Person an "Indemnatee") harmless from, (a) all claims in respect of any fees,

costs or expenses, if any, of brokers and finders (other than those, if any, retained by a Noteholder or other holder in connection with its purchase of the Notes), (b) any and all wire transfer fees that any bank deducts from any payment under such Note to such holder or otherwise charges to a holder of a Note with respect to a payment under such Note and (c) any judgment, liability, loss, claim, damage, order, decree, fine, penalty, cost, fee, expense (including reasonable attorneys' fees and expenses) or obligation resulting from, arising out of or in connection with, the consummation of the transactions contemplated hereby, including the use of the proceeds of the Notes by the Company, and, with respect to the Collateral Agent, its Related Parties and the other Indemnitees, (x) the execution or delivery of the Notes Agreement, any other Note Document or any agreement or instrument contemplated hereby or thereby or the performance by the Collateral Agent and the other Indemnitees of their respective obligations thereunder, (y) any actual or alleged presence or release of any Hazardous Materials on or from any property owned or operated by the Company or any of its Subsidiaries or any environmental liability related in any way to the Company or any of its Subsidiaries and (z) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Company or any Guarantor, and regardless of whether the Collateral Agent (or any sub-agent thereof), any Related Party thereof or any other Indemnitee is a party thereto (collectively, the "Agent and Noteholder Indemnification Obligations").

13. Prior to and since the Petition Date, the Collateral Agent and its counsel, and the Noteholders and their counsel, have incurred, and continue to incur, fees and expenses for services rendered under and in connection with the Notes Agreement. The Collateral Agent asserts this Master Proof of Claim against the Company and Debtor Guarantors for all of the Agent and

Noteholder Fee and Expense Obligations and the Agent and Noteholder Indemnification Obligations incurred, and to be incurred in the future, in amounts to be determined.

14. This Master Proof of Claim is asserted as a secured claim to the extent of the value of the Collateral Agent's interest in the Collateral on behalf of itself and the Noteholders. To the extent that the value of the Collateral Agent's interest in the Collateral on behalf of itself and the Noteholders is less than the aggregate amount owing under the Notes Documents as set forth herein, the claims set forth in this Master Proof of Claim with respect to any such deficiency are filed as claims entitled to (a) adequate protection to the extent set forth in the Final DIP Order or otherwise required by the Bankruptcy Code, (b) priority under sections 503(b) and 507(b) of the Bankruptcy Code to the extent set forth in the Final DIP Order, and (c) otherwise as general unsecured claims, without prejudice to the rights of the Holders pursuant to section 1111(b) of the Bankruptcy Code.

15. Additionally, the Collateral Agent includes in this Master Proof of Claim the value of the adequate protection liens granted for the benefit of itself and Noteholders with respect to the amount of the diminution of the Collateral pursuant to the Final DIP Order.

16. Notices regarding this Master Proof of Claim should be sent to:

Seward & Kissel LLP
Attn: John R. Ashmead, Esq. and Gregg S Bateman, Esq.
One Battery Park Plaza
New York, New York 10004
Tel: (212) 574-1200
Fax: (212) 480-8421
Email: ashmead@sewkis.com and bateman@sewkis.com

-and-

Wilmington Savings Fund Society, FSB
500 Delaware Avenue, 11th Floor
Wilmington, Delaware 19801
Attn: Lizbet Hinojosa
Email: lhinojosa@wsfsbank.com

17. This Master Proof of Claim is based on the Company's and the Debtor Guarantors' obligations under the Notes Agreement and encompasses and includes all obligations under the Notes Documents even if such obligations are not specifically referenced herein, including, without limitation, any claim for premiums, penalties and damages, and those claims that are not specifically listed or referenced herein, and all claims relating thereto under applicable equity or law.

18. This Master Proof of Claim also includes any and all amounts owed, for damages or otherwise, on account of any claims the Collateral Agent or the Noteholders have or may have, whether known or unknown, against the Company and the Guarantors, all those purporting to act on their behalf, or any other party, whether presently asserted or to be asserted and whether under the Notes Documents or otherwise, including, without limitation, claims based upon (a) fraud; (b) successor liability; (c) subrogation; (d) fraudulent conveyance and/or transfer; (e) breach of fiduciary duty; (f) aiding and abetting fraud or breach of fiduciary duty; (g) breach of contract; (h) breach of the implied covenant of good faith and fair dealing; (i) tortious interference; (j) waste; (k) conversion; (l) misappropriation; (m) constructive trust; (n) unjust enrichment; (o) quantum meruit; (p) continuing interest; (q) default interest; (r) reasonable costs of collection; (s) attorneys' fees; and (t) all other claims and charges due under the Notes Documents or otherwise including claims for indemnification and/or contribution.

19. The Collateral Agent expressly reserves its right to replace, amend or supplement this Master Proof of Claim to include any claim at law or in equity. The filing of this Master Proof of Claim shall not be deemed a waiver of any claim in law or in equity that the

Collateral Agent or the Noteholders may have against the Company, the Guarantors, or any of their affiliates, or others, including, but not limited to, administrative or other priority claims, secured claims, constructive trust claims, the right to seek adequate protection or the right to assert claims that are otherwise warranted in any related action. Furthermore, nothing contained herein shall be construed as a waiver of any rights or remedies of the Collateral Agent or the Noteholders with respect to any other claims against any of the affiliates of the Company or the Guarantors or others.

20. The Collateral Agent expressly reserves the right to attach, produce and/or rely upon additional documentation, including but not limited to the Notes Documents, which support claims and any additional documents that may become available after further investigation or discovery.

21. The filing of this Master Proof of Claim is not intended to be and should not be construed as (a) a consent by the Collateral Agent or the Noteholders to the jurisdiction of this Court with respect to the subject matter of this claim, any objection or other proceeding commenced in this case or otherwise involving the Collateral Agent or the Noteholders; (b) a waiver of the rights and remedies against any other person or entity who may be liable (whether on legal or equitable grounds) for all or part of the claims or amounts set forth herein, whether an affiliate or guarantor of the Company or otherwise; (c) a waiver or release of the Collateral Agent or the Noteholders' right to trial by jury, or a consent to trial by jury, in this or any other court (and to the extent necessary to preserve such right, the Collateral Agent on its own behalf and on behalf of the Noteholders hereby makes demand therefor); (d) a waiver of the Collateral Agent's or the Noteholders' right to have final orders in non-core matters entered only after *de novo* review by a United States District Court Judge; or (e) a waiver of any right to (i) withdraw the reference, or

otherwise challenge the jurisdiction of this court, with respect to the subject matter of this claim, any objection or other proceeding commenced in this case against or otherwise involving the Collateral Agent or the Noteholders; or (ii) assert that the reference has already been withdrawn with respect to the subject matter of this claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving the Collateral Agent or the Noteholders.

22. The Collateral Agent and the Noteholders specifically reserve all of their procedural and substantive defenses and rights with respect to any claim that may be asserted against the Collateral Agent or the Noteholders by the Company or the Debtor Guarantors or any of their successors and assigns, or by any trustee for the estates of the Debtors.

23. Each and every description in this Master Proof of Claim of the Notes Documents, Bankruptcy Court orders and other relevant documents is qualified in its entirety by the reference to the applicable provisions of such documents, and all such documents are incorporated herein by reference. In the event of any inconsistency between this Master Proof of Claim and any such document, the relevant document shall control.

24. The Noteholders may have separate claims against the Debtors, their affiliates or others which are not included in this Master Proof of Claim, and nothing contained herein shall prejudice such claims.

EXHIBIT A

Crescent Film Holdings Limited
Village Roadshow Entertainment Group USA Inc.
Village Roadshow Pictures Entertainment Inc.
Village Roadshow Holdings USA Inc.
VREG IP Global LLC
VREG WW IP Global LLC
VREG MM2 IP Global LLC
VREG J2 Global LLC
VREG OP Global LLC

SK 28953 0062 11845901 v3