

**Fill in this information to identify the case:**Debtor Village Roadshow Distribution (BVI) LimitedUnited States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)Case number 25-10505**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.**

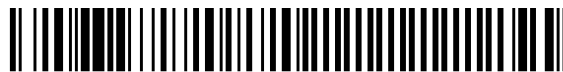
**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, 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>Magnum Films SPC</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?	<b>Where should notices to the creditor be sent?</b> <u>See summary page</u>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)  Contact phone _____ Contact email <u>Kevin.Bostel@weil.com</u>	<b>Where should payments to the creditor be sent? (if different)</b>  Contact phone _____ Contact email _____ (see summary page for notice party information) Uniform claim identifier (if you use one): _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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

6. Do you have any number you use to identify the debtor?	<input checked="checked" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:   __ __ __ __
7. How much is the claim?	\$ <u>See attached</u> . Does this amount include interest or other charges? <input type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  <u>See attached</u>
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="checked" type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature or property:</b> <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____  <b>Basis for perfection:</b> <u>See attached</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ <u>See attached</u> <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="checked" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="checked" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

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

Amount entitled to priority

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

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

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

☐ Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

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

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

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

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

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

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

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

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

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

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/18/2025  
MM / DD / YYYY

/s/Kevin H. Bostel  
Signature

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

Name Kevin H. Bostel  
First name Middle name Last name

Title Partner

Company Weil, Gotshal and Manges 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

<b>Debtor:</b> 25-10505 - Village Roadshow Distribution (BVI) Limited		
<b>District:</b> District of Delaware		
<b>Creditor:</b> Magnum Films SPC Cricket Square, Hutchins Drive  Grand Cayman, KY1-111, Cayman Isl Cayman Islands <b>Phone:</b>  <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> Kevin.Bostel@weil.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Disbursement/Notice Parties:</b> Kevin H. Bostel 767 Fifth Avenue  New York, New York, 10153 United States <b>Phone:</b> 212-310-8000 <b>Phone 2:</b>  <b>Fax:</b>  <b>E-mail:</b> Kevin.Bostel@weil.com		
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> See attached	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> See attached	<b>Includes Interest or Charges:</b> None	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> Yes: See attached <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b> See attached <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Kevin H. Bostel on 18-Jul-2025 8:53:56 a.m. Pacific Time <b>Title:</b> Partner <b>Company:</b> Weil, Gotshal and Manges LLP		

## United States Bankruptcy Court for the District of Delaware

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

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

## Modified Official Form 410

## Proof of Claim

12/24

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

**Part 1: Identify the Claim**

1. Who is the current creditor?	Magnum Films SPC Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?  Magnum Films SPC Name Cricket Square, Hutchins Drive Number Street Grand Cayman KY1-111 City State ZIP Code Cayman Islands Country Contact phone _____ Contact email _____  Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different)  _____ Name _____ Number Street _____ City State ZIP Code _____ Country Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

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

6. Do you have any number you use to identify the debtor?



No



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

7. How much is the claim?

\$ See attached

Does this amount include interest or other charges?



No



Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

See attached

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.

**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:

Amount entitled to priority

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

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

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

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

☐ Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

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

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

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

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

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

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

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

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☐ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

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

### Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/18/2025  
MM / DD / YYYY

/s/ Kevin Bostel  
Signature

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

Name Kevin H. Bostel  
First name Middle name Last name

Title Attorney

Company Weil, Gotshal & Manges LLP  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 767 Fifth Avenue  
Number Street  
New York NY 10153 10153  
City State ZIP Code Country

Contact phone 212-310-8000 Email kevin.bostel@weil.com

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

In re:

VILLAGE ROADSHOW ENTERTAINMENT  
GROUP USA INC., *et al.*,<sup>1</sup>

Debtors.

)  
) Chapter 11  
)  
) Case No. 25 – 10475 (TMH)  
)  
) (Jointly Administered)  
)  
)  
)

**ADDENDUM TO PROOF OF CLAIM OF MAGUM FILMS SPC**

1. On March 17, 2025 (the “**Petition Date**”), Village Roadshow Entertainment Group USA Inc. and its affiliated debtors (collectively, the “**Debtors**”) filed voluntary petitions (the “**Chapter 11 Cases**”) 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. Magnum Films SPC (“**Magnum**” or the “**Claimant**”) submits this proof of claim (the “**Proof of Claim**”) with respect to the claim described below.

3. Between 2013 and 2020, Debtors Village Roadshow Films (BVI) Limited (“VRF”), Village Roadshow Distribution (BVI) Limited (“VRD”), Village Roadshow Films North America Inc. (“VRFNA”), Village Roadshow Pictures North America Inc. (“VRPNA”), and Magnum Films SPC (“Magnum”) entered into (a) that certain *Sale Agreement*, dated December 20, 2013, as amended by that certain *Amendment No. 4 to Sale Agreement* dated November 10, 2020, by and among VRF, VRD and Magnum (as amended, restated,

---

<sup>1</sup> 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>.



supplemented or otherwise modified from time to time) (the “Sale Agreement”), (b) that certain *Fourth Amended and Restated Co-Investment Agreement*, dated as of November 10, 2020, by and among VRF, VRD, VRFNA, Village Roadshow Distribution USA Inc. (“VRD-USA”), VRPNA, and Magnum (as amended, restated, supplemented or otherwise modified from time to time) (the “Co-Investment Agreement (Foreign & Domestic)”), (c) that certain *Second Amended and Restated Co-Investment Agreement (Global)* dated as of November 10, 2020, by and among VRFG, VRD-USA and Magnum (as amended, restated, supplemented or otherwise modified from time to time) (the “Co-Investment Agreement (Global)”), (d) that certain *Second Amended and Restated Consolidated Intercreditor Agreement* dated as of September 5, 2024, by and among Warner Bros. Production Limited, VRD, VRF, WAV Distribution LLC (“WAV”), VRD-USA, VRFNA, Village Roadshow Entertainment Group USA Inc. (“VREG-USA”), Magnum and U.S. Bank National Association (“Permanent Financing Trustee”) (as amended, restated, supplemented or otherwise modified from time to time); and (e) that certain *Second Amended and Restated Intercreditor Agreement* dated as of November 10, 2020, by and among Columbia Pictures Industries, Inc., VRFG, VRD-US, VREG-USA, Magnum and the Permanent Financing Trustee (as amended, restated, supplemented or otherwise modified from time to time) (subparagraphs (a) through (e) collectively, the “Magnum Sale, Co-Investment and Intercreditor Agreements”).

4. The Magnum Sale, Co-Investment and Intercreditor Agreements resulted in Magnum, after exercising various rights and options thereunder, purchasing and acquiring a percentage of certain of the Debtors’ rights (including certain intellectual property rights) in and to certain Pictures (“Distribution Rights”) and the proceeds of such Distribution Rights (such proceeds, the “Magnum Distributable Amount” and the “Magnum Payments” and together with the Distribution Rights, the “Magnum Assets”), with all such Magnum Distributable Amounts

and Magnum Payments being paid to Magnum in accordance with the Magnum Sale, Co-Investment and Intercreditor Agreements.

5. Magnum submits this Proof of Claim to preserve certain contingent claims, including, but not limited to, claims arising from its audit and indemnification rights under the Magnum Sale, Co-Investment and Intercreditor Agreements and payments due thereunder, all of which claims are secured claims by virtue of security agreements, debentures, financing statements, and account control agreements executed in connection with execution of the Magnum Sale, Co-Investment and Intercreditor Agreements.

6. No judgment has been rendered for any amount included in this Proof of Claim, and no part of this Proof of Claim has been paid.

7. No part of the Proof of Claim is subject to any setoff or counterclaim.

8. The filing of this Proof of Claim shall be without prejudice to any previous, contemporaneous, or future claims made by or on behalf of the Claimant against any of the Debtors in the Chapter 11 Cases or any other proceeding or to amend this Proof of Claim based upon additional amounts that continue to accrue and remain unpaid subsequent to the date hereof.

9. The Claimant reserves the right to amend, modify, withdraw, and/or supplement this Proof of Claim at any time and in any manner, including, without limitation to (i) change the basis or the amount asserted in this Proof of Claim, (ii) further describe the claim asserted in this Proof of Claim, and (iii) provide further evidence relating to the claim asserted in this Proof of Claim, and/or to file additional proofs of claim for any additional claims that may be based on the same, related, or additional documents or grounds of liability.

10. Nothing stated in this Proof of Claim shall constitute: (i) a waiver or release of any obligation owed to the Claimant; (ii) a waiver or release of the rights of the Claimant against any of the Debtors or any other person or property, including any of the Claimant's rights or remedies arising out of any past, present, or future breaches of the Magnum Sale, Co-Investment and Intercreditor Agreement; (iii) a waiver or release of the rights of the Claimant to contest the jurisdiction of this Court with respect to the subject matter of the statements set forth herein, any objection or other proceeding commenced with respect thereto, or any other proceeding commenced in the Chapter 11 Cases against or otherwise involving the Claimant; (iv) a waiver of any default, event of default, or similar event, whether specified or not herein; (v) an election of remedies or choice of law; (vi) a consent by the Claimant to a jury trial in this Court or any other court in the Chapter 11 Cases or any other 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; (vii) a waiver of the Claimant's right to trial by jury in this Court or any other court in the Chapter 11 Cases or any other proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights, or in any case, controversy, or proceedings related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such right to trial by jury is provided by statute or the United States Constitution; or (viii) an admission by the Claimant as to any matter, including any liability with respect to any matter.

11. This Proof of Claim is without waiver of or prejudice to the Claimant's rights, claims, actions, setoffs, or recoupments against any Debtor or any non-Debtor third party to which the Claimant is or may with the passage of time or otherwise be entitled, under any

agreement or other instrument, in law or equity, all of which rights, claims, actions, defenses, setoffs, and recoupments the Claimant expressly reserves.

12. In filing this Proof of Claim, the Claimant does not submit itself to the jurisdiction of this Court for any purpose other than with respect to this Proof of Claim.

13. Any document or information referred to herein but not attached hereto shall be made available upon request to the Claimant's counsel by the Debtors or their counsel in the Chapter 11 Cases.