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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

RELATIVITY FASHION, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 15-11989 (MEW)

(Jointly Administered)

NOTICE OF SALE OF CERTAIN MISCELLANEOUS ASSETS

¹ The Debtors in these chapter 11 cases are: see page (i).

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Relativity Fashion, LLC (4571); Relativity Holdings LLC (7052); Relativity Media, LLC (0844); Relativity REAL, LLC (1653); RML Distribution Domestic, LLC (6528); RML Distribution International, LLC (6749); RMLDD Financing, LLC (9114); 21 & Over Productions, LLC (7796); 3 Days to Kill Productions, LLC (5747); A Perfect Getaway P.R., LLC (9252); A Perfect Getaway, LLC (3939); Armored Car Productions, LLC (2750); Best of Me Productions, LLC (1490); Black Or White Films, LLC (6718); Blackbird Productions, LLC (8037); Brant Point Productions, LLC (9994); Brick Mansions Acquisitions, LLC (3910); Brilliant Films, LLC (0448); Brothers Productions, LLC (9930); Brothers Servicing, LLC (5849); Catfish Productions, LLC (7728); Cine Productions, LLC (8359); CinePost, LLC (8440); Cisco Beach Media, LLC (8621); Cliff Road Media, LLC (7065); Den of Thieves Films, LLC (3046); Don Jon Acquisitions, LLC (7951); DR Productions, LLC (7803); Einstein Rentals, LLC (5861); English Breakfast Media, LLC (2240); Furnace Films, LLC (3558); Gotti Acquisitions, LLC (6562); Great Point Productions, LLC (5813); Guido Contini Films, LLC (1031); Hooper Farm Music, LLC (3773); Hooper Farm Publishing, LLC (3762); Hummock Pond Properties, LLC (9862); Hunter Killer La Productions, LLC (1939); Hunter Killer Productions, LLC (3130); In The Hat Productions, LLC (3140); J&J Project, LLC (1832); JGAG Acquisitions, LLC (9221); Left Behind Acquisitions, LLC (1367); Long Pond Media, LLC (7197); Madaket Publishing, LLC (9356); Madaket Road Music, LLC (9352); Madvine RM, LLC (0646); Malavita Productions, LLC (8636); MB Productions, LLC (4477); Merchant of Shanghai Productions, LLC (7002); Miacomet Media LLC (7371); Miracle Shot Productions, LLC (0015); Most Wonderful Time Productions, LLC (0426); Movie Productions, LLC (9860); One Life Acquisitions, LLC (9061); Orange Street Media, LLC (3089); Out Of This World Productions, LLC (2322); Paranoia Acquisitions, LLC (8747); Phantom Acquisitions, LLC (6381); Pocomo Productions, LLC (1069); Relative Motion Music, LLC (8016); Relative Velocity Music, LLC (7169); Relativity Development, LLC (5296); Relativity Film Finance II, LLC (9082); Relativity Film Finance III, LLC (8893); Relativity Film Finance, LLC (2127); Relativity Films, LLC (5464); Relativity Foreign, LLC (8993); Relativity India Holdings, LLC (8921); Relativity Jackson, LLC (6116); Relativity Media Distribution, LLC (0264); Relativity Media Films, LLC (1574); Relativity Music Group, LLC (9540); Relativity Production LLC (7891); Relativity Rogue, LLC (3333); Relativity Senator, LLC (9044); Relativity Sky Land Asia Holdings, LLC (9582); Relativity TV, LLC (0227); Reveler Productions, LLC (2191); RML Acquisitions I, LLC (9406); RML Acquisitions II, LLC (9810); RML Acquisitions III, LLC (9116); RML Acquisitions IV, LLC (4997); RML Acquisitions IX, LLC (4410); RML Acquisitions V, LLC (9532); RML Acquisitions VI, LLC (9640); RML Acquisitions VII, LLC (7747); RML Acquisitions VIII, LLC (7459); RML Acquisitions X, LLC (1009); RML Acquisitions XI, LLC (2651); RML Acquisitions XII, LLC (4226); RML Acquisitions XIII, LLC (9614); RML Acquisitions XIV, LLC (1910); RML Acquisitions XV, LLC (5518); RML Bronze Films, LLC (8636); RML Damascus Films, LLC (6024); RML Desert Films, LLC (4564); RML Documentaries, LLC (7991); RML DR Films, LLC (0022); RML Echo Films, LLC (4656); RML Escobar Films LLC (0123); RML Film Development, LLC (3567); RML Films PR, LLC (1662); RML Hector Films, LLC (6054); RML Hillsong Films, LLC (3539); RML IFWT Films, LLC (1255); RML International Assets, LLC (1910); RML Jackson, LLC (1081); RML Kidnap Films, LLC (2708); RML Lazarus Films, LLC (0107); RML Nina Films, LLC (0495); RML November Films, LLC (9701); RML Oculus Films, LLC (2596); RML Our Father Films, LLC (6485); RML Romeo and Juliet Films, LLC (9509); RML Scripture Films, LLC (7845); RML Solace Films, LLC (5125); RML Somnia Films, LLC (7195); RML Timeless Productions, LLC (1996); RML Turkeys Films, LLC (8898); RML Very Good Girls Films, LLC (3685); RML WIB Films, LLC (0102); Rogue Digital, LLC (5578); Rogue Games, LLC (4812); Roguelife LLC (3442); Safe Haven Productions, LLC (6550); Sanctum Films, LLC (7736); Santa Claus Productions, LLC (7398); Smith Point Productions, LLC (9118); Snow White Productions, LLC (3175); Spy Next Door, LLC (3043); Story Development, LLC (0677); Straight Wharf Productions, LLC (5858); Strangers II, LLC (6152); Stretch Armstrong Productions, LLC (0213); Studio Merchandise, LLC (5738); Summer Forever Productions, LLC (9211); The Crow Productions, LLC (6707); Totally Interns, LLC (9980); Tribes of Palos Verdes Production, LLC (6638); Tuckernuck Music, LLC (8713); Tuckernuck Publishing, LLC (3960); Wright Girls Films, LLC (9639); Yuma, Inc. (1669); Zero Point Enterprises, LLC (9558). The location of the Debtors' corporate headquarters is: 9242 Beverly Blvd., Suite 300, Beverly Hills, CA 90210.

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On August 27, 2015, the above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**") filed the *Debtors' Motion for an Order (I) Establishing Procedures for the Sale, Transfer or abandonment of Miscellaneous and De Minimis Assets and (II) Granting Certain Related Relief* [Dkt. No. 345] (the "**Sale Motion**") with the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**").² On September 17, 2015, the Bankruptcy Court entered an order with respect to the Sale Motion (Docket No. 476) (the "**Sale Order**") that, among other things, authorizes the Debtors to implement certain procedures (the "**Sale Procedures**") to consummate a sale of Miscellaneous Assets involving, in each case, \$1,500,000 or less in total consideration (the "**Sale Cap**") by private sale without need for further Court approval. The Sale Procedures require the Debtors to provide Interested Parties with notice of the proposed Miscellaneous Asset sale and the ability to object within the Notice Period (as defined herein and further described in the Sale Order).³

2. Pursuant to this *Notice of Sale of Certain Miscellaneous Assets* (the "**Sale Notice**"), the Debtors propose to sell all of their rights and other interests in the film currently entitled Collide

2 Capitalized terms not otherwise defined herein have the meanings given them in the Sale Motion, or, if undefined in the Sale Motion, then as defined in the Sale Order.

3 The "Interested Parties" include: (i) the United States Trustee for the Southern District of New York (the "**U.S. Trustee**"); (ii) the proposed counsel to the official committee of unsecured creditors appointed in these chapter 11 cases (the "**Creditors' Committee**"); (iii) counsel to the agent under the Debtors' DIP Financing; (iv) counsel to Cortland Capital Market Services LLC, as administrative and collateral agent under the Cortland TLA/TLB Facility (v) counsel for Manchester Securities; (vi) counsel for Macquarie Investments US Inc. (vii) with respect to any asset included within the Armored Car Collateral or the DRP Collateral (as defined in ¶¶ H(iv)(A) and (B) of the DIP Order), CIT Bank, N.A. as agent (viii) all other known parties holding or asserting liens on or other interests in the assets that are the subject of the Proposed Sale and their respective counsel (if known); (ix) all counterparties to executory contracts or unexpired leases proposed to be assumed, assumed and assigned, or rejected as part of the Proposed Sale; (x) any other party in interest who has filed a notice of appearance and a request for service pursuant to Bankruptcy Rules 2002 and 9010(b); the Union Entities (as defined in the Sale Order) to the extent required under ¶ 22 of the Sale Order.

p/k/a Autobahn (the "**Assets**") to IM Global Film Fund, LLC (the "**Purchaser**") for the consideration listed in paragraph 4 below (the "**Proposed Sale**").

3. The Purchaser is a contractual counterparty to an executory contract entitled "'Autobahn' – Exclusive License Deal Memo," dated as of October 17, 2014, entered into between the Purchaser, as licensor, and Debtor RML DR Films, LLC, as distributor (the "**Contract**," see Docket No. 375, Ex. A). The Contract is also the subject of the *Motion for an Order Deeming Executory Contract Rejected Pursuant to Sections 105(d)(2)(A) and 362(d)(2) of the Bankruptcy Code* (the "**Rejection Motion**") (Docket No. 374) filed by the Purchaser, which the Debtors would seek to contest absent completion of the Proposed Sale.

4. The following is a summary of the major economic terms and conditions of the Proposed sale:⁴

- a. No later than March 1, 2016, the Purchaser shall pay \$200,000 to the Debtors;
- b. The Purchaser shall pay to the Debtors, no later than the fifth business day of each month, an amount of cash equal to 50% of 100% of Purchaser's Gross Receipts (as defined in the Asset Purchase Agreement) for the prior month, until the amount paid to the Debtors equals \$630,000 in the aggregate.
- c. The Purchaser waives its right to file a proof of claim against any of the Debtors in any of their bankruptcy cases.
- d. The Purchaser will withdraw the Rejection Motion, obviating the need for the Debtors to incur any further litigation expense related to the Contract.

5. The Contract is the only known executory contract related to the Assets to be sold in connection with the Proposed Sale. For the avoidance of doubt, to the extent the Proposed Sale is consummated, the Debtors will seek to reject the Contract.

4 For more detail, a copy of the Asset Purchase Agreement related to the Proposed Sale is attached hereto as Exhibit A.

6. No broker is seeking compensation in connection with the Proposed Sale transaction.
7. Pursuant to the Sale Order, objections, if any, (each, an "**Objection**") must be served upon (a) all of the Interested Parties, (b) the Debtors c/o FTI Consulting, Inc., 633 West 5th Street, 16th Floor, Los Angeles, CA 90071, Attn: Brian G. Kushner (Brian.Kushner@fticonsulting.com) and Luke Schaeffer (Luke.Schaeffer@FTIConsulting.com); (c) counsel for the Debtors, Jones Day, 555 South Flower Street, Fiftieth Floor, Los Angeles, California 90071, Attn: Bennett L. Spiegel (blspiegel@JonesDay.com) and Lori Sinanyan (Lsinanyan@jonesday.com); (d) Sheppard Mullin Richter Hampton, 30 Rockefeller Plaza, New York, NY 10112, Attn: Craig Wolfe (CWolfe@sheppardmullin.com) and Malani Cademartori (Mcademartori@sheppardmullin.com) and (e) Weintraub Tobin Chediak Coleman Grodin Law Corporation, 9665 Wilshire Blvd., Ninth Floor, Beverly Hills, CA 90212 Attn: Marvin Gelfand (Mgelfand@weintraub.com) and Julie E. Oelsner (Joelsner@weintraub.com), so as to be received no later than **11:59 p.m. (ET) on Friday October 2, 2015** (the "**Notice Period**"), and set forth, in writing, the specific grounds for the objection.

8. If no Objection(s) to the Sale Notice is/are received before the expiration of the Notice Period, the Debtors will be authorized to consummate the proposed asset sale in conformity with the Sale Order without a hearing or further order from the Bankruptcy Court.

9. To the extent an Objection to the Sale Notice is received on or before the expiration of the Notice Period and such Objection cannot be resolved consensually, such Objection will be preserved and scheduled for consideration at the next available omnibus hearing date in these chapter 11 cases.

10. The DIP Lenders are the only parties known to the Debtors to hold a lien on the Assets. The DIP Lenders have consented to the Proposed Sale. The Debtors assert that, absent any

Objections, the Proposed Sale will satisfy *at least* one of the disjunctive requirements of section 363(f) of the Bankruptcy Code authorizing the Debtors to sell the Assets free and clear of any other potential liens, claims, encumbrances or other interests in the Assets. For the avoidance of doubt, failure to object in writing to the Proposed Sale before the expiration of the Notice Period will be deemed consent to the Proposed Sale within the meaning of section 363(f)(2) of the Bankruptcy Code.

11. You may obtain a copy of the Sale Motion and/or the Sale Order by: (a) sending a written request to the Debtors' co-counsel, Jones Day, 555 S. Flower St, Los Angeles, CA 90071, Fax No. (213) 243-2539, Attn: Susan J. Perry (sjperry@jonesday.com); or (b) accessing the website maintained by the Debtors' claims and noticing agent, Donlin, Recano & Company, Inc., at <https://www.donlinrecano.com/relativity>.

Dated: September 26, 2015

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*Proposed Attorneys For Debtors And Debtors
In Possession*

EXHIBIT A

Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

by and between

RML DR FILMS, LLC

and

IM GLOBAL FUND, LLC

Dated as of September 26, 2015

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of September 26, 2015, is by and between IM Global Fund LLC ("Purchaser") and RML DR Films, LLC ("RML") and each of RML's past, present and future partners, affiliates, shareholders, parent, subsidiary, or predecessor corporations or entities (collectively referred to herein as the "Company"). Company and Buyer are separately referred to in this Agreement as a "Party" and, together, as the "Parties."

RECITALS:

A. RML and certain of its affiliates (collectively, the "Debtors") are debtors and debtors in possession under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code") as a result of each filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code on July 30, 2015 in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), where the Debtors' bankruptcy cases are jointly administered under Case No. 15-11989 (collectively, the "Bankruptcy Cases").¹

B. In connection with the Bankruptcy Cases, the Debtors have proposed a sale of substantially all of the Debtors' assets.

C. On September 17, 2015, the Bankruptcy Court entered the Order (I) Establishing Procedures for the Sale, Transfer or Abandonment of Miscellaneous and *De Minimis* Assets and (II) Granting Certain Related Relief (Docket No. 476) ("Miscellaneous Asset Sale Order").

D. RML and Purchaser entered into an Exclusive License Deal Memo (the "Deal Memo") with respect to the motion picture entitled "Collide p/k/a/ Autobahn" (the "Picture") on October 17, 2014.

E. On September 2, 2015, Purchaser filed a Motion for an Order Deeming Executory Contract Rejected Pursuant to Sections 105(D)(2)(A) and 363(d)(2) of the Bankruptcy Code, Doc. No. 374 (the "Motion"), requesting that the Bankruptcy Court issue an order deeming the Deal Memo rejected.

F. On September 16, 2015, Purchaser filed a Limited Objection and Reservation of Rights to Debtors' Sale of Substantially All of the Debtors' Assets to Stalking Horse, Doc. No. 457 (the "Objection"), objecting to the Debtors' proposed sale of certain of their assets to a third party.

¹ A complete list of the "Debtors," as that term is used herein, can be found at page (i) of the *Declaration of Brian G. Kushner Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York in Support of Chapter 11 Petitions and First Day Pleadings* (Case No. 15-11989, Docket No. 14).

G. Subject to the terms and conditions set forth in this Agreement, Purchaser has agreed to purchase from the Company, and the Company has agreed to sell to Purchaser, all of the Company's interests, rights, claims and benefits under the Deal Memo.

H. The Company and Purchaser have agreed to seek Bankruptcy Court authorization of this Agreement pursuant to the procedures set forth in the Miscellaneous Asset Sale Order, which is a procedure separate and apart from the Debtors' proposed sale of substantially all of the Debtors' assets.

Accordingly, the parties agree as follows:

I. TRANSFER OF ASSETS; CONSIDERATION

1.1 Transfer of Assets. On the terms and subject to the conditions set forth in this Agreement, the Company does hereby sell, transfer, convey, assign and deliver to Purchaser all of the Company's interests, rights, claims and benefits under the Deal Memo.

1.2 Consideration. On the terms and subject to the conditions set forth in this Agreement Purchaser will:

(a) after the execution and delivery of this agreement by the Parties, and no later than March 1, 2016, pay \$200,000 to the Company, in cash by wire transfer of immediately available funds to the account specified in writing by the Company to Purchaser;

(b) immediately upon expiration of five Business Days after the issuance of the Sale Notices (as defined in the Miscellaneous Asset Sale Order) relating to this Agreement, and to the extent no party objects to such Sale Notices, the Purchaser shall cause the Motion and the Objection to be withdrawn; and

(c) pay to the Company, no later than the fifth business day of each month, an amount of cash equal to 50% of 100% of Purchaser's Gross Receipts for the prior month, until the amount paid to the Company pursuant to this Section 1.2(c) equals \$630,000 in the aggregate.

1.3 No Further Obligations. As a result of the transfer of the Deal Memo to Purchaser pursuant to this Agreement, the Parties acknowledge that (a) each of the Company and Purchaser have fully satisfied any and all of their respective obligations to date under the Deal Memo, (b) no party to the Deal Memo will have any further obligations under the Deal Memo, (c) the Company will not be obligated to make any further payments to Purchaser under the Deal Memo, including without limitation the Box Office Bonuses, Defined Gross Proceeds and any outstanding portion of the MG (each as defined in the Deal Memo), and (d) Purchaser will not be obligated to return any funds previously paid by the Company to Purchaser under the Deal Memo.

II. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to Purchaser as follows:

2.1 Organization and Good Standing. The Company is an entity duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization and, subject to the limitations imposed on the Company as a result of having filed a petition for relief under the Bankruptcy Code, has the requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted. The Company is duly qualified or licensed to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary for the operation of the business as now conducted, except where the failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, be material to the consummation of the transactions contemplated by this Agreement.

2.2 Authorization of Agreement. Subject to such authorization as is required by the Bankruptcy Court, the Company has the requisite power and authority to execute and deliver this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and to perform its respective obligations hereunder and thereunder. The execution and delivery of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and the consummation of the transactions proposed hereby and thereby have been duly authorized by all requisite corporate action on the part of the Company. This Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party has been duly and validly executed and delivered by the Company and (assuming the due authorization by the Bankruptcy Court) this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party constitutes legal, valid and binding obligations of the Company enforceable against the Company in accordance with its respective terms, subject to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

2.3 No Other Representations or Warranties. Except for the representations and warranties contained in this Agreement, neither the Company nor any other Person makes any other express or implied representation or warranty with respect to the Deal Memo, the transactions contemplated by this Agreement or the accuracy or completeness of the information provided by or on behalf of the Company concerning the Deal Memo or the transactions contemplated by this Agreement.

III. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to the Company that:

3.1 Organization and Good Standing. Purchaser is an entity duly organized, validly existing and in good standing under the Laws of the state of its incorporation and

has the requisite limited liability company power and authority to own, lease and operate its properties and to carry on its business as now conducted.

3.2 Authorization of Agreement. Purchaser has the requisite corporate power and authority to execute and deliver this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Purchaser. This Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party has been duly and validly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other Parties) this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party constitutes legal, valid and binding obligations of Purchaser enforceable against each such entity in accordance with its respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.3 No Other Representations or Warranties. Except for the representations and warranties contained in this Agreement, neither the Purchaser nor any other Person makes any other express or implied representation or warranty with respect to the Deal Memo, the transactions contemplated by this Agreement or the accuracy or completeness of the information provided by or on behalf of the Purchaser concerning the Deal Memo or the transactions contemplated by this Agreement.

IV. MUTUAL RELEASES; INDEMNIFICATION

4.1 Purchaser's Release. Except as provided in Section 4.3, effective as of the date hereof, Purchaser, on behalf of itself and its Affiliates, and each of their respective parents, subsidiaries, divisions, predecessors, successors and assigns (collectively, the "Purchaser Releasors"), does hereby remise, release and forever discharge the Company, its Affiliates, and each of their respective parents, subsidiaries, divisions, predecessors, successors and assigns, and each of their respective officers, directors, representatives, agents, employees, shareholders, attorneys and assigns (collectively, the "Company Releasees"), from any and all Liabilities, claims, demands, damages, debts, obligations, causes of action, suits, expenses, disputes, actions and costs of whatever nature, character or description, whether known or unknown, asserted or unasserted, anticipated or unanticipated, suspected or unsuspected, accrued or unaccrued, that the Purchaser Releasors, or any one of them, ever had, now have, or may hereafter have, at any time, against any of the Company Releasees with respect to the Deal Memo and the production, exploitation, marketing and distribution of the Picture, based on facts, circumstances, events, court orders, acts, or omissions

occurring prior to the date of this release. The Purchaser Releasors hereby waive and relinquish any rights or benefits that they may have under any statutory or common law rule that, in substance, provides that a general release does not extend to claims that a releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, must have materially affected his or her settlement with the debtor. In connection with such waiver and relinquishment, the Purchaser Releasors acknowledge that they are aware that they may hereafter discover claims or facts or legal theories in addition to or different from those that they now know or believe to exist, but that it is their intention hereby to fully, finally and forever settle and release any and all such claims.

4.2 Company's Release. Except as provided in Section 4.3, effective as of the date hereof, the Company, on behalf of itself and its respective Affiliates, and each of their respective parents, subsidiaries, divisions, predecessors, successors and assigns (collectively, the "Company Releasors"), does hereby remise, release and forever discharge Purchaser, its Affiliates, and each of their respective parents, subsidiaries, divisions, predecessors, successors and assigns, and each of their respective officers, directors, representatives, agents, employees, shareholders, attorneys and assigns (collectively, the "Purchaser Releasees"), from any and all Liabilities, claims, demands, damages, debts, obligations, causes of action, suits, expenses, disputes, actions and costs of whatever nature, character or description, whether known or unknown, asserted or unasserted, anticipated or unanticipated, suspected or unsuspected, accrued or unaccrued, that the Company Releasors, or any one of them, ever had, now have, or may hereafter have, at any time, against any of the Purchaser Releasees with respect to the Deal Memo only, based on facts, circumstances, events, court orders, acts, or omissions occurring prior to the date of this release. The Company Releasors hereby waive and relinquish any rights or benefits that they may have under any statutory or common law rule that, in substance, provides that a general release does not extend to claims that a releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, must have materially affected his or her settlement with the debtor. In connection with such waiver and relinquishment, the Company Releasors acknowledge that they are aware that they may hereafter discover claims or facts or legal theories in addition to or different from those that they now know or believe to exist, but that it is their intention hereby to fully, finally and forever settle and release any and all such claims.

4.3 No Impairment. Nothing contained in Section 4.1 or 4.2 will limit or otherwise affect any Party's rights or obligations in respect of any covenant in this Agreement.

4.4 Indemnification. Purchaser will indemnify, defend and hold harmless the Company from and against any and all third party claims (including, without limitation, reasonable outside attorneys' fees and court costs whether or not litigation is commenced) which may be obtained against, imposed upon or suffered by the Company with respect to the production, exploitation, marketing and distribution of the Picture.

4.5 Released Claims. Each of the Parties hereby represents that it has entered into this Agreement fully and voluntarily from its own information and investigation and it has had the opportunity to consult with independent legal counsel with regard to the releases contained herein, and having been so advised, expressly waives any rights it may have under any applicable Law released hereby.

4.6 Waiver of Right To File A Proof of Claim. For the avoidance of doubt, the Purchaser hereby waives any right to file a proof of claim against any of the Debtors in any of the Bankruptcy Cases.

V. MISCELLANEOUS

5.1 Condition to Effectiveness. A condition to the effectiveness of this Agreement shall be the Debtors' receipt of authority to consummate this Agreement pursuant to the Bankruptcy Court's Miscellaneous Asset Sale Order.

5.2 Reporting. The Purchaser agrees to provide the Company with accounting statements as they relate to the Purchaser's Gross Receipts on a monthly basis commencing upon the release of the Picture continuing for 12 months; thereafter, Purchaser shall provide such statements 60 days after the end of each quarter until all amounts due to the Company pursuant to Section 1.2(c) have been paid. Purchaser agrees to permit the Company to audit Purchaser (and to cause Purchaser to audit Open Road Films, LLC ("Open Road") and/or its affiliates on customary terms) with respect to its receipts from the Picture. Purchaser agrees to provide to the Company (a) all accounting statements received from Open Road with respect to the distribution of the Picture and (b) a description of the accounting and financial provisions of any agreement between Purchaser and Open Road with respect to the distribution of the Picture.

5.3 Expenses. Except as otherwise expressly set forth herein, each of the Company and Purchaser will bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby.

5.4 Injunctive Relief. Damages at Law may be an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement, and, accordingly, any Party will be entitled to injunctive relief with respect to any such breach, including specific performance of such covenants, promises or agreements or an order enjoining a party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement. The rights set forth in this Section 5.2 will be in addition to any other rights which a Party may have at Law or in equity pursuant to this Agreement.

5.5 Submission to Jurisdiction; Consent to Service of Process. (a) Without limiting any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court will retain exclusive jurisdiction to enforce the terms of this Agreement and to

decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all proceedings related to the foregoing will be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and will receive notices at such locations as indicated in Section 5.7; provided, however, that if the Bankruptcy Cases have been closed pursuant to Section 350 of the Bankruptcy Code, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in New York County or the Commercial Division, Civil Branch of the Supreme Court of the State of New York sitting in New York County and any appellate court from any thereof, for the resolution of any such claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each of the Parties hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 5.7.

5.6 Waiver of Right to Trial by Jury. Each Party waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any provision hereof.

5.7 Entire Agreement; Amendments and Waivers. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, will be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained in this Agreement. The waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by Law.

5.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York (without giving effect to the principles of conflict of Laws thereof) applicable to contracts made and performed in such State,

except to the extent that the Laws of such State are superseded by the Bankruptcy Code.

5.9 Notices. All notices and other communications under this Agreement will be in writing and will be deemed given (a) when delivered personally by hand, (b) upon receipt of confirmation of receipt if sent by facsimile transmission, (c) on the day such communication was sent by e-mail or (d) one Business Day following the day sent by overnight courier, in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a party may have specified by notice given to the other party pursuant to this provision):

If to the Company, to:

Relativity Media, LLC
9242 Beverly Blvd., Suite 300
Beverly Hills, CA 90210
Facsimile: (310) 786-0159
Attention: Corporate Legal Department
Email: corporate.legal@relativitymedia.com

If to Purchaser, to:

IM Global Film Fund, LLC
9242 Beverly Blvd., Suite 300
Beverly Hills, CA 90210
Facsimile: (310) 550-3896
Attention: Stuart Ford
Email: stuart_ford@imglobalfilm.com

With a copy to:

Weintraub Tobin Chediak Coleman Grodin
9665 Wilshire Blvd, 9th Floor
Beverly Hills, CA 90212
Facsimile: (310) 550-7191
Attention: Marvin Gelfand
Email: mgelfand@weintraub.com

5.10 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms or provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions

contemplated hereby are consummated as originally contemplated to the greatest extent possible.

5.11 Assignment. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement will create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by the Company or Purchaser (by operation of Law or otherwise) without the prior written consent of the other Party and any attempted assignment without the required consents will be void. Except as otherwise expressly provided in this Section 5.9, no assignment of any obligations hereunder will relieve the Parties of any such obligations. Upon any such permitted assignment, the references in this Agreement to the Company or Purchaser will also apply to any such assignee unless the context otherwise requires.

5.12 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner or equityholder of the Company will have any liability for any obligations or liabilities of the Company under this Agreement or any agreement entered into in connection herewith of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

5.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

VI. DEFINITIONS; INTERPRETATION

6.1 Definitions. As used in this Agreement, each of the following terms have the following meanings:

“Affiliate” means with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Business Day” means any day of the year on which banking institutions in New York City are open to the public for conducting business and are not required or authorized to close.

“Governmental Body” means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

“Law” means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation or common law requirement.

“Person” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

“Purchaser’s Gross Receipts” means all non-refundable amounts actually received and retained by or credited to Purchaser (after the payment of Purchaser’s actual third party distribution costs, including distributor’s fees (which shall be no more than 10% across non-home entertainment revenue and no more than 13% across home entertainment revenue, including electronic home video), prints and advertising costs, financing fees and costs and any residuals) received from the U.S. distributor, as a result of the exploitation of rights with respect to the Picture and any and all rights therein now known or hereafter devised and in perpetuity.

6.2 Other Definitions. Other terms defined in this Agreement, and the location where they are defined, are:

<u>Term</u>	<u>Location</u>
Agreement	Preamble
Bankruptcy Cases	Recitals
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Company	Preamble
Deal Memo	Recitals
Debtors	Recitals
Miscellaneous Asset Sale Order	Recitals
Motion	Recitals
Objection	Recitals
Open Road	Section 5.2
Party and Parties	Preamble
Picture	Recitals
Purchaser	Preamble
RML	Preamble

6.3 Interpretation. The descriptive headings of the Articles and Sections of this Agreement and the Schedules to this Agreement and the Table of Contents to this Agreement are inserted for convenience only, do not constitute a part of this Agreement and will not affect in any way the meaning or interpretation of this Agreement. Except where expressly stated otherwise in this Agreement, the following rules of interpretation apply to this Agreement: (a) “or” is not exclusive and “include,” “includes” and “including” are not limiting and will be deemed to be followed by the words “without limitation”; (b) “hereof,” “hereto,” “hereby,” “herein” and “hereunder” and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (c) “date hereof” refers to the date of this Agreement; (d) “extent” in the phrase “to the extent” means the degree to which a subject or other thing

extends, and such phrase does not mean simply "if;" (e) definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms; (f) references to an agreement or instrument mean such agreement or instrument as from time to time amended, modified or supplemented in accordance with its terms; (g) references to a Person are also to its permitted successors and assigns; (h) references to an "Article", "Section", "Exhibit" or "Schedule" refer to an Article of, a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise expressly specified; (i) any reference to a day or to a date will mean calendar days unless specifically identified as Business Days, and (j) the Parties have participated jointly in the negotiation and drafting of this Agreement, and in the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

PURCHASER:

IM GLOBAL FILM FUND, LLC

By: /s/ Stuart Ford

Name: Stuart Ford

Title: Chief Executive Officer

[Signature Page to Asset Purchase Agreement]

COMPANY:

RML DR Films, LLC

By: /s/ Luke Schaeffer

Name: Luke Schaeffer

Title: Deputy Chief Restructuring Officer

[Signature Page to Asset Purchase Agreement]