UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	Chapter 11
AOG Entertainment, Inc., et al.,[1]	:	Case No. 16-11090 (SMB)
Debtors.	:	(Jointly Administered)

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER CONFIRMING SECOND AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR AOG ENTERTAINMENT, INC. AND ITS AFFILIATED DEBTORS

The Court having considered (i) the Second Amended Joint Chapter 11 Plan of Reorganization for AOG Entertainment, Inc. and Its Affiliated Debtors, dated August 4, 2016 [Docket No. 294] (as amended, modified, and/or supplemented from time to time, and including the Plan Supplement and any amendments, modifications or supplements to the Plan Supplement, together, the "**Plan**");[2] (ii) the Disclosure Statement for the Second Amended Joint Chapter 11 Plan of Reorganization for AOG Entertainment, Inc. and Its Affiliated Debtors, dated

[1] A list of the Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number in parentheses is as follows: 19 Entertainment Limited (8517); 19 Entertainment Worldwide LLC (1986); 19 Entertainment, Inc. (0323); 19 Management Limited (8501); 19 Merchandising Limited (8512); 19 Productions Limited (8490); 19 Publishing Inc. (0800); 19 Recording Services, Inc. (0641); 19 Recordings Limited (8507); 19 Recordings, Inc. (9492); 19 Touring Limited (8499); 19 Touring LLC (7157); 19 TV Limited (8511); 7th Floor Productions, LLC (9160); All Girl Productions (5760); Alta Loma Entertainment, LLC (3015); AOG Entertainment, Inc. (4420); Brilliant 19 Limited (N/A); Clown Car Productions, LLC (5459); CORE Entertainment Cayman Limited (4886); CORE Entertainment Offeror, LLC (2685); CORE Entertainment UK Limited (2685); CORE Entertainment Inc. (4420); CORE G.O.A.T. Holding Corp. (3459); CORE Group Productions Limited (8504); CORE Media Group Inc. (8168); CORE Media Group Productions Inc. (8505); CORE MG UK Holdings Limited (8518); CTA Productions, Inc. (5879); Dance Nation Productions Inc. (9622); Double Vision Film Limited (8492); EPE Holding Corporation (2295); Focus Enterprises, Inc. (4396); Fresh Start Productions, LLC (2204); Gilded Entertainment, LLC (4153); IICD LLC (N/A); J2K Productions, Inc. (2687); Magma Productions, LLC (4711); Masters of Dance Productions Inc. (3417); Native Management Limited (6634); Native Songs Limited (N/A); On the Road Productions (3468); Pioneer Production Services LLC (4822); Sonic Transformation, LLC (7828); Southside Productions Inc. (1908); Sunset View Productions, LLC (1692); SYTYCD DVD Productions Inc. (1976); This Land Productions, Inc. (9523). The Debtors' executive headquarters are located at 8560 West Sunset Boulevard, 8th Floor, West Hollywood, CA 90069.

[2] Capitalized terms used but not defined herein have the meanings assigned to those terms in the Plan set forth on Appendix I annexed hereto. The rules of interpretation set forth in Article I.B of the Plan shall apply to this Order. See Appendix I.

August 4, 2016 [Docket No. 295] (including all exhibits thereto and as amended, modified, and/or supplemented from time to time, the "**Disclosure Statement**"); (iii) that certain Order: (A) Approving Disclosure Statement; (B) Establishing Date of Confirmation Hearing; (C) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject Plan, Including (I) Approving Form and Manner of Solicitation Packages, (II) Approving Form and Manner of Notice of the Confirmation Hearing, (III) Establishing Record Date and Approving Procedures for Distribution of Solicitation Packages, (IV) Approving Forms of Ballots, (V) Establishing Deadline for Receipt of Ballots, and (VI) Approving Procedures for Vote Tabulations; (D) Establishing Deadline and Procedures for Filing Objections to Confirmation of Plan; (E) Approving Rights Offering Procedures; and (F) Granting Related Relief [Docket No. 292], entered on August 4, 2016 (the "**Disclosure Statement Order**"); (iv) the declarations, certifications and related supplements filed by (a) Kurtzman Carson Consultants, LLC dated September 21, 2016 [Docket No. 423] (the "**Voting Declaration**"), (b) Peter Hurwitz, President of certain Debtors dated September 21, 2016 [Docket No. 242], and (c) Zul Jamal of Moelis & Company, the Debtors' investment banker and financial advisor dated September 21, 2016 [Docket No. 425]; (v) the affidavits, declarations, witness testimony and exhibits admitted into evidence at the hearing commenced on September 22, 2016 to consider confirmation of the Plan (the "**Confirmation Hearing**"); (vi) arguments of counsel presented at the Confirmation Hearing; (vii) the objections and/or reservations of rights filed with respect to confirmation of the Plan or treatment of executory contracts and unexpired leases, including related Cure Amounts, by (a) the Ad Hoc Group of First Lien Lenders [Docket No. 373], (b) TriNet Group, Inc. [Docket No. 385], (c) Citibank, N.A. [Docket No. 386], (d) Creative Artists Agency, LLC [Docket No. 389], (e) Boodle Music [Docket No. 390], (f) Simon Robert Fuller [Docket No. 391] (the "**Fuller**

Objection"), (g) Baby George Productions, Inc., Marvelous Productions, Inc. and Nigel Lithgoe [Docket No. 392], (h) dick clark productions, Inc. [Docket No. 394] and (i) Matthew Sharp and Robert Larson [Docket No. 397] (collectively, the "**Objections**") and upon other informal comments received by the Debtors; (viii) the Debtors' memorandum of law filed in support of confirmation and in reply to the Objections dated September 21, 2016 [Docket No. 426] (the "**Confirmation Brief**"); and (ix) other pleadings filed in support of confirmation of the Plan; and upon the Court having taken judicial notice of all written and oral evidence submitted by the Debtors in connection with these Reorganization Cases; and the Court having found that the Rights Offering has been properly implemented pursuant to the Disclosure Statement Order; and the Court having found that due and proper notice has been given with respect to the Confirmation Hearing and the deadlines and procedures for filing objections to the Plan; and the appearance of all interested parties having been duly noted in the record of the Confirmation Hearing; and upon the record of the Confirmation Hearing and these Reorganization Cases, and after due deliberation thereon, and sufficient cause appearing therefor;

FINDINGS OF FACT AND CONCLUSIONS OF LAW:[3]

JURISDICTION AND VENUE

A. The Court has jurisdiction over this matter and these Reorganization Cases pursuant to 28 U.S.C. §§ 1334 and 157(a). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Confirmation of the Plan, approval of the compromises and settlements incorporated into the Plan, and validation of the associated transactions and documents are each

[3] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Rules 7052 and 9014 of the Federal Rules of Bankruptcy Procedure. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

core bankruptcy proceedings pursuant to 28 U.S.C. § 157(b)(2)(L). The Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed, and the Court has the constitutional power and authority to enter a final order with respect thereto. The Debtors are proper debtors under section 109 of title 11 of the United States Code (the "**Bankruptcy Code**"), and the Debtors are proper proponents of the Plan under section 1121(a) of the Bankruptcy Code.

VOTING ON PLAN

C. As evidenced by the Voting Declaration, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in compliance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York ("collectively, the "**Bankruptcy Rules**"), the Disclosure Statement Order, and all applicable non-bankruptcy laws, rules or regulations.

D. On September 21, 2016, the Debtors filed the Voting Declaration, which certifies in accordance with the voting tabulation procedures approved by the Disclosure Statement Order that (a)(i) 100% in amount and 100% in number of eligible holders of Claims in Class 3 that cast ballots voted to accept the Plan; (ii) 100% in amount and 100% in number of eligible holders of Claims in Class 4 that cast ballots voted to accept the Plan; (iii) 91.1% in amount and 98.56% in number of eligible holders of Claims in Class 5 on an aggregate basis that cast ballots voted to accept the Plan; and (iv) 100% in amount and 100% in number of eligible holders of Claims in Class 6 that cast ballots voted to accept the Plan; and (b) Classes 3, 4, 5 and 6 have accepted the Plan when calculated by Class and by individual Debtor. All procedures used to tabulate the Ballots were fair, reasonable and complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Disclosure Statement Order, and all other applicable rules, laws and regulations.

E. The Debtors have solicited acceptances of the Plan in good faith and in compliance with the Disclosure Statement Order and applicable provisions of the Bankruptcy Code and Bankruptcy Rules. The Debtors participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer, issuance sale, solicitation and/or purchase of the securities offered under the Plan, and therefore are entitled to the protections of section 1125(e) of the Bankruptcy Code. Based on the foregoing, neither the Debtors nor the Reorganized Debtors shall be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the offer, issuance, sale, or purchase of the securities offered under and in accordance with the Plan.

PLAN COMPLIES WITH STANDARDS FOR CONFIRMATION UNDER SECTION 1129 OF THE BANKRUPTCY CODE

F. Section 1129(a)(1). The Plan complies with each applicable provision of the Bankruptcy Code. In particular, the Plan complies with the requirements of sections 1122 and 1123 of the Bankruptcy Code as follows:

1. In accordance with section 1122(a) of the Bankruptcy Code, Section 4.1 of the Plan classifies each Claim against and Interest in the Debtors into a Class containing only substantially similar Claims or Interests;

2. In accordance with section 1123(a)(1) of the Bankruptcy Code, Section 4.1 of the Plan properly classifies all Claims and Interests that require classification;

3. In accordance with section 1123(a)(2) of the Bankruptcy Code, Section 4.2 of the Plan properly specifies each Class of Claims that is not impaired under the Plan;

4. In accordance with section 1123(a)(3) of the Bankruptcy Code, Sections 5.3 through 5.8 of the Plan properly specify the treatment of each Class of Claims or Interests that is impaired under the Plan;

5. In accordance with section 1123(a)(4) of the Bankruptcy Code, the Plan provides the same treatment for each Claim or Interest in a

particular Class unless the holder of such a Claim or Interest agrees to less favorable treatment;

6. In accordance with section 1123(a)(5) of the Bankruptcy Code, the Plan provides adequate means for its implementation, including the provisions regarding Effective Date transactions and transfers, the post-Effective Date corporate management, governance and actions set forth in Article VII of the Plan, and the funding for the Plan;

7. In accordance with section 1123(a)(6) of the Bankruptcy Code, the Reorganized Debtors' amended certificates of incorporation and certificates of formation contain provisions prohibiting the issuance of non-voting equity securities and providing for the appropriate distribution of voting power among all classes of equity securities authorized for issuance;

8. In accordance with section 1123(a)(7) of the Bankruptcy Code, the provisions of the Plan and the Reorganized Debtors' amended certificates of incorporation, certificates of formation and bylaws (including the New CORE Holdings LLC Agreement) regarding the manner of selection of officers and directors of the Reorganized Debtors, including the provisions of Sections 7.5 and 7.6 of the Plan, are consistent with the interests of creditors and equity security holders and with public policy;

9. In accordance with section 1123(b)(1) of the Bankruptcy Code, Article V of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims and Interests;

10. In accordance with section 1123(b)(2) of the Bankruptcy Code, Article X of the Plan provides for the assumption, assumption and assignment, or rejection of the Debtors' executory contracts and unexpired leases that have not been previously assumed, assumed and assigned, or rejected pursuant to section 365 of the Bankruptcy Code and orders of the Court. In addition, the Debtors have provided adequate assurance of future performance by CORE Operations under any contracts that are being assumed and may be assigned pursuant to Section 7.17 of the Plan;

11. Pursuant to section 1123(b)(3)(A) of the Bankruptcy Code, the settlements and compromises under the Plan of, among other things, causes of action subject to the releases and exculpations provided in Article XII of the Plan, are a valid exercise of the Debtors' business judgment, are fair, reasonable and in the best interests of the Debtors' estates;

12. In accordance with section 1123(b)(3)(B) of the Bankruptcy Code, Section 12.9 of the Plan provides, among other things, that, subject to Sections 7.1 and 12.6 of the Plan and except as otherwise expressly set forth in the Plan, the Reorganized Debtors shall (a) retain and may enforce any claims, demands, rights, defenses and causes of action that any Debtor may hold against any entity, to the extent not expressly released under the Plan; and (b) have the exclusive right, authority and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw or litigate to judgment any such Causes of Action or to decline to do any of the foregoing without further notice to or action, order or approval of the Court;

13. In accordance with section 1123(b)(5) of the Bankruptcy Code, Article V of the Plan modifies or leaves unaffected, as the case may be, the rights of holders of Claims and Interests in each Class;

14. In accordance with section 1123(b)(6) of the Bankruptcy Code, the Plan includes various additional appropriate provisions that are not inconsistent with applicable provisions of the Bankruptcy Code; and

15. In accordance with section 1123(d) of the Bankruptcy Code, Section 10.3 of the Plan provides for the satisfaction of Claims related to Cure Amounts associated with each executory contract and unexpired lease to be assumed or assumed and assigned pursuant to the Plan in accordance with section 365 of the Bankruptcy Code. All Claims related to Cure Amounts shall be determined in accordance with the underlying agreements and applicable law.

G. Section 1129(a)(2). The Debtors have complied with all applicable provisions of the Bankruptcy Code with respect to the Plan and the solicitation of acceptances or rejections thereof. In particular, the Plan complies with the requirements of sections 1125 and 1126 of the Bankruptcy Code as follows:

1. All persons entitled to receive notice of the Disclosure Statement, the Plan and the Confirmation Hearing have received proper, timely and adequate notice in accordance with the Disclosure Statement Order, applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, and have had an opportunity to appear and be heard with respect thereto.

2. In transmitting the Plan, the Disclosure Statement, the Disclosure Statement Order, the Ballots, and related documents and notices in soliciting and tabulating the votes on the Plan, the Debtors have complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126, the Bankruptcy Rules, applicable non-bankruptcy law, and the Disclosure Statement Order.

3. Written notice of the Confirmation Hearing and the relevant deadlines for the submission of Ballots and objections to confirmation of the Plan has been provided substantially in the form, within the time, and in accordance with the Bankruptcy Rules and the procedures approved and prescribed by this Court in the Disclosure Statement Order. Such written notice is adequate and sufficient notice of the Plan, the contents of the Plan, the Confirmation Hearing, and the opportunity to object to any aspect of the Plan.

4. Claims in Classes 1 and 2 under the Plan are unimpaired, and such Classes are deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

5. All Classes of impaired Claims that were entitled to vote pursuant to the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Statement Order were given the opportunity to vote on the Plan (i.e., Classes 3, 4, 5 and 6). Ballots were received from holders of Claims in all such Classes.

6. The Debtors have made a final determination of the validity of, and tabulation with respect to, all acceptances and rejections of the Plan by holders of Claims entitled to vote on the Plan, including the amount and number of accepting and rejecting Claims in Classes 3, 4, 5 and 6 under the Plan.

7. Each of Classes 3, 4, 5 and 6 have accepted the Plan by at least two-thirds in amount and a majority in number of the Claims in such Classes that actually voted.

H. Section 1129(a)(3). The Plan has been proposed in good faith and not by any means forbidden by law. In so finding, the Court has considered the totality of the circumstances of these Reorganization Cases. The Plan is the result of extensive, good faith, arm's length negotiations among the Debtors and certain of their principal constituencies, including the members of the Ad Hoc Group of First Lien Lenders and Crestview, all of whom

are signatories to the RSA, includes a global settlement with the Creditors' Committee acting on behalf of all general unsecured creditors, and achieves the goal of reorganization contemplated by the Bankruptcy Code. The Plan is based upon the RSA. On June 29, 2016, the Court entered an order [Docket No. 184] approving the Debtors' entry into and performance under the RSA as being within the Debtors' reasonable judgment. The Debtors filed and have prosecuted the Reorganization Cases with an honest belief that they were in need of reorganization and that the reorganization contemplated in the RSA and the Plan is the best restructuring alternative available to them and all their stakeholders.

The Debtors' good faith is evident from the record of the Reorganization Cases, including the Disclosure Statement, the Plan, and the record of the Confirmation Hearing. The Plan achieves a fair and appropriate result, consistent with the objectives and purposes of the Bankruptcy Code. The Debtors and each of their respective officers, directors, employees, advisors and professionals (i) acted in good faith in negotiating, formulating, and proposing, where applicable, the Plan and the agreements, compromises, settlements, transactions, and transfers contemplated thereby, and (ii) will be acting in good faith in proceeding to (a) consummate and implement the Plan and the agreements, compromises, settlements, transactions, transfers, and documentation contemplated thereby, including the Plan Supplement documents, and (b) take any actions authorized, directed or contemplated by this Order or the Plan. Thus, the Plan satisfies the requirements of section 1129(a)(3) of the Bankruptcy Code.

I. Section 1129(a)(4). Except as otherwise provided in the DIP Order, the RSA Order, or the Plan, any payment made or to be made by the Debtors for services or for costs and expenses in, or in connection with, the Reorganization Cases, or in connection with the Plan and incident to the Reorganization Cases, has been approved by, or is subject to the approval of,

this Court as reasonable, satisfying the requirements of section 1129(a)(4) of the Bankruptcy Code. Pursuant to Section 3.3 of the Plan, and except as otherwise provided herein, in the Plan, in the RSA Order, or in the DIP Order, all payments to be made to Professional Persons or other entities asserting a Fee Claim for services rendered before the Effective Date will be subject to review and approval by this Court.

J. Section 1129(a)(5). To the extent known, the Debtors have disclosed the identity and affiliations of the individuals proposed to serve, after confirmation of the Plan, as directors and officers of the Reorganized Debtors; the appointment to, or continuance in, such offices of such individuals is consistent with the interests of the Debtors' creditors and interest holders and with public policy; and the Debtors have disclosed the identity of any insiders who will be employed or retained by the Reorganized Debtors subsequent to confirmation of the Plan and the nature of any compensation to be paid to such insiders. These disclosures satisfy the requirements of section 1129(a)(5) of the Bankruptcy Code.

K. Section 1129(a)(6). The Plan does not provide for any changes in rates that require regulatory approval of any governmental agency.

L. Section 1129(a)(7). Each holder of an impaired Claim or Interest in each impaired Class of Claims or Interests that has not accepted the Plan will, on account of such Claim or Interest, receive or retain property under the Plan having a value, as of the Effective Date, that is not less than the amount that such holder would have received or retained if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on the Effective Date. See Disclosure Statement, Exhibit 2.

M. Section 1129(a)(8). The Plan has not been accepted by all impaired Classes of Claims and Interests. As of the Voting Deadline, pursuant to section 1126(g) of the

Bankruptcy Code, holders of Claims and Interests in Classes 7 and 8 are conclusively deemed to have rejected the Plan. Nevertheless, the Plan is confirmable because it satisfies section 1129(b)(1) of the Bankruptcy Code with respect to such non-accepting Classes of Claims and Interests.

N. Section 1129(a)(9). Except to the extent that the holder of a particular Claim has agreed to different treatment, the Plan provides treatment for Administrative Expense Claims, Priority Tax Claims, Fee Claims and Priority Non-Tax Claims that is consistent with the requirements of section 1129(a)(9) of the Bankruptcy Code.

O. Section 1129(a)(10). As evidenced by the Voting Declaration, the Plan has been accepted by Classes 3, 4, 5 and 6, which are Classes of impaired Claims that are entitled to vote on the Plan, determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code).

P. Section 1129(a)(11). The Debtors' projections of financial information of the Reorganized Debtors as of the Effective Date are reasonable, credible, and made in good faith, and confirmation of the Plan is not likely to be followed by the liquidation or the need for the further financial reorganization of the Debtors or the Reorganized Debtors.

Q. Section 1129(a)(12). The Plan provides that all fees payable pursuant to section 1930 of title 28 of the United States Code, due and payable through the Effective Date shall be paid by the Debtors on or before the Effective Date and all such fees due thereafter shall be paid by the Reorganized Debtors in the ordinary course until the entry of a final decree closing the Reorganization Cases, or the conversion or dismissal of the Reorganization Cases.

R. Section 1129(a)(13). Pursuant to Section 14.2 of the Plan, on and after the Effective Date, pursuant to section 1129(a)(13) of the Bankruptcy Code, the Reorganized

Debtors shall continue to pay all retiree benefits (within the meaning of, and subject to the limitations of, section 1114 of the Bankruptcy Code), if any, at the level established in accordance with section 1114 of the Bankruptcy Code, at any time prior to the Confirmation Date, for the duration of the period for which any applicable Debtor had obligated itself to provide such benefits.

S. Sections 1129(a)(14), 1129(a)(15) and 1129 (a)(16). Sections 1129(a)(14), 1129(a)(15) and 1129(a)(16) of the Bankruptcy Code do not apply to the Reorganization Cases.

T. Section 1129(b). The Plan does not "discriminate unfairly" and is "fair and equitable" with respect to Classes 7 and 8 (i.e., the Classes that are impaired and are deemed to reject the Plan).

(1) Unfair Discrimination. The Plan does not discriminate unfairly with respect to Classes 7 and 8 because the Claims and Interests in such Classes either are subordinated to other Claims or have no value.

(2) Fair and Equitable. The Plan is "fair and equitable" with respect to each rejecting Class because no Class senior to any rejecting Class is being paid more than in full and the Plan does not provide a recovery on account of any Claim or Interest that is junior to such rejecting Classes. Thus, the Plan may be confirmed notwithstanding the rejection by Classes 7 and 8.

U. Section 1129(c). The Plan is the only plan that has been filed in these cases that has been found to satisfy the requirements of subsections (a) and (b) of section 1129 of the Bankruptcy Code. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code have been satisfied.

V. Section 1129(d). No party in interest, including any governmental unit (as defined in section 101(27) of the Bankruptcy Code), has requested that the Court deny confirmation of the Plan on grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. Moreover, the principal purpose of the Plan is not such avoidance. Accordingly, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

W. Valuation. The valuation analysis contained in Exhibit 5 of the Disclosure Statement and the evidence adduced at the Confirmation Hearing, including the estimated post-emergence enterprise value of the Reorganized Debtors, are reasonable and credible. All parties in interest have been given the opportunity to challenge the valuation analysis. The valuation analysis (i) is reasonable, persuasive, and credible as of the date such analysis was prepared, presented, or proffered, and (ii) uses reasonable and otherwise appropriate methodologies and assumptions.

X. Satisfaction of Confirmation Requirements. Based on the foregoing, the Plan satisfies all the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

Y. Retention of Jurisdiction. This Court may properly, and shall, retain jurisdiction over, and shall hear and determine the matters set forth in section 1142 of the Bankruptcy Code and all matters arising in, arising under, or related to the Reorganization Cases as set forth in Article XIII of the Plan.

DISCHARGE, INDEMNIFICATION, INJUNCTIONS, RELEASES AND EXCULPATION

Z. The discharge, release, indemnification, injunction and exculpation provisions set forth in Article XII of the Plan constitute good faith compromises and settlements

of the matters covered thereby. Such compromises and settlements are made in exchange for consideration and are in the best interests of the Debtors and their Estates, are fair, equitable, reasonable, and are integral elements of the restructuring and resolution of the Reorganization Cases in accordance with the Plan. The failure to effect the discharge, release, indemnification, injunction and exculpation provisions described in Article XII of the Plan would seriously impair the Debtors' ability to confirm the Plan. Each of the discharge, release, indemnification, injunction and exculpation provisions set forth in the Plan:

(i) is within the jurisdiction and judicial power of the Court under 28 U.S.C. §§ 1334(a), (b) and (d), and 157(a);

(ii) is an essential means of implementing the Plan pursuant to section 1123(a)(5) of the Bankruptcy Code;

(iii) is an integral element of the settlements and transactions incorporated into the Plan;

(iv) confers material benefit on, and is in the best interests of, the Debtors and their estates;

(v) is important to the overall objectives of the Plan to finally resolve all Claims among or against the parties in interest in the Reorganization Cases with respect to the Debtors, their organization, capitalization, operation and reorganization; and

(vi) is consistent with and permitted by sections 105, 1123, 1125(e) and 1129 of the Bankruptcy Code and applicable law.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that:

1. The Plan is confirmed pursuant to section 1129 of the Bankruptcy Code; provided, however, that if there is any conflict between the terms of the Plan and the terms of this Order, the terms of this Order shall control. Each provision of the Plan is authorized and approved and shall have the same validity, binding effect, and enforceability as every other provision of the Plan. The terms of the Plan, as previously modified and as modified by any modifications made at the Confirmation Hearing, are incorporated by reference into and are an

integral part of this Order. The failure specifically to describe, include, or refer to any particular article, section, or provision of the Plan, Plan Supplement, or any related document in this Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of the Court that the Plan, the Plan Supplement, and all related documents be approved and confirmed in their entirety as if set forth verbatim in this Order.

2. The Effective Date of the Plan shall occur on the first Business Day on which all conditions set forth in Section 11.1 of the Plan have been satisfied or waived in accordance with Section 11.2 of the Plan.

3. Any objections or responses to confirmation of the Plan and any reservation of rights contained therein that (i) have not been withdrawn, waived or settled prior to the entry of this Order, including as set forth on Appendix III annexed hereto or (ii) are not cured by the relief granted herein, are overruled in their entirety and on their merits, and all withdrawn objections or responses are deemed withdrawn with prejudice.

4. The businesses and assets of the Debtors shall remain subject to the jurisdiction of this Court until the Effective Date.

5. On and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire and dispose of property and prosecute, compromise or settle any Claims (including any Administrative Expense Claims) and Causes of Action (that are not Litigation Trust Assets) without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by the Plan or this Order. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Effective Date for

Professional Persons' fees, disbursements, expenses or related support services without application to the Bankruptcy Court.

6. DIP Claims, Intercompany Claims and Intercompany Interests shall be treated as set forth in Sections 2.3 and 3.1 of the Plan.

7. Notwithstanding anything to the contrary contained in the Plan, the Debtors and the Reorganized Debtors may permit any claimant whose settled Allowed general unsecured claim is reduced to $10,000 or less to be treated as a Class 6 Convenience Claim for purposes of the Plan.

8. The Plan provides for the entry into the New Term Loan Facility in the amount of $30 million. The New Term Loan Facility was proposed in good faith, is fair, reasonable, and critical to the success and feasibility of the Plan and is necessary and appropriate for the consummation of the Plan, and entry into the New Term Loan Facility is in the best interests of the Debtors, their estates and their creditors and the Reorganized Debtors. The Reorganized Debtors are authorized (and shall cause the Sharp Entities and such other affiliated entities specified in paragraph 18 of this Order) to enter into the New Term Loan Facility and take such actions set forth in the following sentence. The Debtors and the Reorganized Debtors and the Persons and entities granted Liens and security interests are authorized, to the extent not already authorized by Order of this Court and without further approval of this Court or notice to any other party, to (i) enter into, execute, file, record, and deliver all notes, agreements, guarantees, security documents, mortgages, control agreements, certificates, insurance documents, opinions and all other documents, instruments, and certificates relating to or contemplated by the New Term Loan Facility (collectively, the "**New Term Loan Facility Documents**"), including any documents required in connection with the perfection (and

continuation thereof) of the Liens securing the New Term Loan Facility (the status and priority of which will relate back to the status and priority of the Liens securing the debt under the First Lien Term Loan Agreement), (ii) in the case of the Debtors and Reorganized Debtors, fully perform all of their obligations under the New Term Loan Facility Documents, including paying all fees and other costs contemplated by the New Term Loan Facility Documents, and (iii) take all such other actions as the Debtors or the Reorganized Debtors may determine are necessary, appropriate or desirable in connection with the consummation of the transactions contemplated by the New Term Loan Facility. The New Term Loan Facility Documents (when and to the extent entered into) are approved and are or will be, and are deemed to be, binding and enforceable against the Reorganized Debtors, their affiliates party thereto, and their respective assets and property, in accordance with their terms, shall be deemed not to constitute a fraudulent conveyance, fraudulent transfer, or voidable transaction, and shall not otherwise be subject to avoidance, reduction, or recharacterization.

9. The Plan provides for the comprehensive settlement of Claims and controversies against the Debtors. The negotiations of such settlements were conducted in good faith and at arm's length, and each such settlement is of benefit to the Debtors' estates and represents a fair, necessary and reasonable compromise of the Claims held by the holders thereof. The terms and conditions of each such compromise and settlement are therefore an integral part of the Plan. The settlements, as reflected in the relative distributions and recoveries of holders of Claims and Interests under the Plan, are fair and reasonable to the Debtors and their estates and accordingly are approved pursuant to Bankruptcy Rule 9019(a). The settlements will save the Debtors and their estates the costs and expenses of prosecuting various disputes, the outcome of which would likely consume substantial resources of the Debtors' estates and require

substantial time to adjudicate. The settlements also have facilitated the creation and implementation of the Plan and benefit the estates and the Debtors' creditors, including all general unsecured creditors, whose interests were represented by the Creditors' Committee (which is supportive of the Plan and all settlements thereunder).

10. The resolutions of certain of the Objections and other informal objections to the Plan received by the Debtors as set forth on Appendix III annexed hereto are incorporated by reference herein and approved.

A. Plan Implementation

11. In accordance with section 1142 of the Bankruptcy Code, section 303 of the Delaware General Corporation Law and any comparable provisions of the business corporation law of any other state that are applicable (collectively, the "**Reorganization Effectuation Statutes**"), but subject to the occurrence of the Effective Date, without further action by the Court or the boards of directors or managers or security holders of any Debtor or Reorganized Debtor, the Debtors and the Reorganized Debtors are authorized to: (i) take any and all actions necessary or appropriate to implement, effectuate and consummate the Plan, this Order or the transactions contemplated thereby or hereby, including those transactions identified in Article VII of the Plan, and including performance under any agreement relating to the appointment of directors; (ii) execute, deliver, file and record such documents (including the Plan Documents), contracts, instruments, releases and other agreements (collectively, the "**Effectuating Documents**") and perform their obligations thereunder and take such other action as may be necessary to effectuate and further evidence the terms and conditions of the Plan; and (iii) if the Alternative Restructuring Transactions (described in Section 7.17 of the Plan and the applicable Plan Documents contained in the Plan Supplement) are implemented, take any and all actions necessary or appropriate to effectuate Alternative Restructuring Transactions, including

the dissolution of CORE, CORE Entertainment Cayman Limited, CORE Entertainment UK Limited, CORE Entertainment Offeror LLC and CORE Media and to preserve any all books and records of such entities and transfer any such books and records to the Reorganized Debtors. The Effectuating Documents (when and to the extent entered into or adopted) shall constitute legal, valid, binding and authorized obligations of the respective parties thereto, enforceable in accordance with their terms (without further action unless such Effectuating Document otherwise provides).

12. This Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any state or any other governmental authority with respect to the implementation or consummation of the Plan and any other acts that may be necessary or appropriate for the implementation or consummation of the Plan.

13. Subject to payment of any applicable filing fees **required** under ~~applicable~~ non-bankruptcy law, each federal, state, commonwealth, local, foreign or other governmental agency is directed and authorized to accept for filing and/or recording any and all documents, mortgages and instruments necessary or appropriate to effectuate, implement or consummate the transactions contemplated by the Plan and this Order. **[SMB: 9/22/16]**

14. The consummation of the Plan, including the assumption of any executory contract or unexpired lease by a Reorganized Debtor, shall not constitute a change in ownership or change in control under any employee benefit plan or program, financial instrument, loan or financing agreement, executory contract or unexpired lease or contract, lease or agreement in existence on the Effective Date to which any Debtor is a party.

15. If the Alternative Restructuring Transactions occur, then the following definitional changes to the Plan shall be deemed to be made to conform to Section 7.17 of the

Plan and the Plan Documents pertaining to the Alternative Restructuring Transaction: (i) the definition of "New CORE Holdings" (Section 1.97 of the Plan) is amended and restated as follows: "New CORE Holdings LLC n/k/a NEG Parent LLC means New CORE Holdings LLC n/k/a NEG Parent LLC a newly formed Delaware limited liability company that will "check the box" to be taxed as a corporation and will own all of the outstanding equity interests of New Subsidiary I LLC n/k/a NEG Holdings LLC as of the Effective Date."; (ii) the definition of "New Subsidiary I" (Section 1.102 of the Plan) is amended and restated as follows: "New Subsidiary I means "New Subsidiary I LLC n/k/a NEG Holdings LLC a newly formed Delaware limited liability company that will "check the box" to be taxed as a corporation and will own all of the outstanding equity interests of CORE Operations n/k/a NEG Operations Inc. as set forth in Section 7.17 of the Plan and the applicable Plan Documents"; (iii) the definition of "New Term Loan Credit Agreement" (Section 1.103 of the Plan) is deemed amended to reflect that New Subsidiary I LLC n/k/a NEG Holdings LLC rather than Reorganized CORE is the borrower under such facility; (iv) the definition of "Reorganized Debtors" is amended to include New Subsidiary I LLC n/k/a NEG Holdings LLC and CORE Operations Inc. n/k/a NEG Operations Inc., as the context requires and as applicable; (v) references in the Plan to Reorganized CORE generally are deemed changed to New Subsidiary I LLC n/k/a NEG Holdings LLC, as the context requires; and (vi) Section 7.17(a)(iii) of the Plan is amended to add "n/k/a NEG Operations Inc." immediately after the term "CORE Operations Inc."

16. On the Effective Date, the Litigation Trust shall be created (and the Litigation Trust Assets transferred to the Litigation Trust) in accordance with Section 7.1 of the Plan, and the Debtors or the Reorganized Debtors, as the case may be, are authorized to and shall execute the Litigation Trust Agreement and shall take all other steps necessary or appropriate to

establish the Litigation Trust in accordance with and pursuant to the terms of the Litigation Trust Agreement. The Litigation Trust Agreement is hereby approved. The Plan and the Litigation Trust Agreement shall govern the management and administration of the Litigation Trust and the respective rights, powers and obligations of the Litigation Trustee and the Litigation Trust Beneficiaries. The Litigation Trust Agreement shall be binding on all Litigation Trust Beneficiaries who shall be deemed to have executed the Litigation Trust Agreement as of the Effective Date. Notwithstanding anything to the contrary in the Plan, in the event the Creditors' Committee does not select a member to the Oversight Committee prior to the Effective Date, the initial members of the Oversight Committee shall be reduced to four members and the Litigation Trust Agreement shall be revised to reflect such reduction.

17. The Litigation Trustee's receipt of transferred privileges shall be without waiver in recognition of the joint and/or successorship interest inherent in the Litigation Trustee prosecuting claims on behalf of the Debtors' Estates.

18. On the Effective Date, (i) each of the First Lien Lenders and Second Lien Lenders party to the RSA shall be deemed to have consented to the release of all claims and liens under the First Lien Term Loan Agreement and the Second Lien Term Loan Agreement against the Sharp Entities upon the issuance of the New Term Loan Facility; and (ii) the Reorganized Debtors will cause the Sharp Entities and each wholly owned subsidiary of the Reorganized Debtors (and such entities shall be deemed to have agreed) to guarantee the Reorganized Debtors' obligations under the New Term Loan Facility; provided that the Debtors and the Required Consenting Lenders acting jointly may determine to exclude one or more foreign subsidiaries (in whole or in part) or immaterial wholly-owned subsidiaries of the Reorganized Debtors as guarantors.

19. As a condition to receiving any Plan Securities under the Plan, each holder of a First Lien Lender Claim and Second Lien Lender Claim shall have executed and delivered to New CORE Holdings a signature page to the New CORE Holdings LLC Agreement. As a condition to receiving any New Second Lien Warrants under the Plan, each holder of a Second Lien Lender Claim shall have executed and delivered to New CORE Holdings a signature page to the New Second Lien Warrant Agreement.

B. Executory Contracts and Unexpired Leases

20. Subject to the occurrence of the Effective Date, the Debtors are authorized to assume, assume and assign and/or reject executory contracts or unexpired leases in accordance with Article X of the Plan. Each executory contract and unexpired lease assumed, or assumed and assigned, pursuant to Section 10.1 of the Plan shall vest in or revest in (as applicable) and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as modified by the provisions of the Plan, or any order of the Bankruptcy Court authorizing and providing for its assumption (or assumption and assignment) or applicable federal law.

21. As of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, all executory contracts and unexpired leases identified on the Cure Schedule, as amended, modified or supplemented, shall be deemed assumed or assumed and assigned, except that: (i) any executory contracts and unexpired leases that previously have been assumed, assumed and assigned or rejected pursuant to a Final Order of the Bankruptcy Court shall be treated as provided in such Final Order; (ii) any executory contracts and unexpired leases listed on the Schedule of Rejected Contracts and Leases, as amended, modified or supplemented, shall be deemed rejected as of the Effective Date; and (iii) all executory contracts and unexpired leases that are the subject of a separate motion to assume or reject under section

365 of the Bankruptcy Code pending on the Effective Date shall be treated as provided for in the Final Order resolving such motion.

22. As of the Effective Date, notwithstanding any applicable non-bankruptcy law to the contrary, if the Alternative Restructuring Transactions occur, all executory contracts and unexpired leases between CORE Media (or the applicable direct or indirect parent company of CORE Media) and the applicable counterparty, other than executory contracts and unexpired leases listed on the Schedule of Rejected Contracts and Leases, as amended, modified or supplemented, shall be assumed by CORE Media (or the applicable direct or indirect parent company of CORE Media) and assigned to CORE Operations Inc. n/k/a NEG Operations Inc. or such other entity or entities as may be formed to the extent the Alternative Restructuring Transactions are modified consistent with Section 7.17(e) of the Plan. To the extent provided under the Bankruptcy Code or other applicable law, any executory contract or unexpired lease transferred and assigned in connection with the Alternative Restructuring Transaction shall remain in full force and effect for the benefit of the transferee or assignee in accordance with its terms, notwithstanding any provision in such executory contract or unexpired lease (including those of the type set forth in section 365(b)(2) and (f)(1) of the Bankruptcy Code) that prohibits, restricts, or conditions such transfer or assignment. To the extent provided under the Bankruptcy Code or other applicable law, any provision that prohibits, restricts, or conditions the assignment or transfer of any such executory contract or unexpired lease or that terminates or modifies such executory contract or unexpired lease or allows the counterparty to such executory contract or unexpired lease to terminate, modify, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon any such transfer and assignment, constitutes an unenforceable anti-assignment provision and is void and of no force or effect. If the Alternative

Restructuring Transactions occur, promptly after the Effective Date, the Reorganized Debtors shall use commercially reasonable efforts to provide notice, which may be included in any notice of the Effective Date sent to parties in interest in these cases, to the counterparties to agreements with CORE Media (or the applicable direct or indirect parent company of CORE Media where the assignment of such agreement occurs) that the Alternative Restructuring Transactions have occurred and that the applicable agreement has been assigned to CORE Operations Inc. n/k/a NEG Operations Inc. (or otherwise specifying the applicable entity or entities to whom such agreement has been assigned consistent with Section 7.17(e) of the Plan); provided that failure to provide such notice shall not impact the assignment of any such applicable agreement.

23. Except as otherwise explicitly set forth in the Plan, all Claims, if any, arising from the rejection of executory contracts or unexpired leases, if evidenced by a timely filed proof of claim, will be treated as General Unsecured Claims. In the event that the rejection of an executory contract or unexpired lease by any of the Debtors pursuant to the Plan results in damages to the other party or parties to such contract or lease, a Claim for such damages, if not evidenced by a timely proof of claim related to such rejection damages, shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors, or their respective properties or interests in property as agents, successors or assigns, unless a proof of claim is timely filed with the Bankruptcy Court and served upon counsel for the Debtors and the Reorganized Debtors on or before the date that is thirty (30) days after the effective date of such rejection (which may be the Effective Date, the date on which the Debtors reject the applicable contract or lease as provided in Section 10.2 of the Plan, or pursuant to an order of the Bankruptcy Court). Unless previously provided by the Debtors, the Debtors shall provide notice

of the last date to file a Claim arising from the rejection of an executory contract or unexpired lease to the counterparties of such rejected contracts and leases.

24. In the event of a dispute (each, a "**Cure Dispute**") regarding: (i) the Cure Amount; (ii) the ability of the applicable Reorganized Debtor, including, if the Alternative Restructuring Transactions occur, CORE Operations Inc. n/k/a NEG Operations Inc., to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed or assumed and assigned; or (iii) any other matter pertaining to the proposed assumption or assumption and assignment, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving such Cure Dispute and approving the assumption or assumption and assignment. Objections to Cure Amounts as filed on the Cure Schedule, as amended, modified or supplemented, timely filed on or before 4:00 p.m. (prevailing Eastern Time) on September 15, 2016 (or as extended by the Debtors), that have not been resolved by the Debtors (or Reorganized Debtors) and the non-debtor party (the "**Pending Cure Objections**"), are preserved and this Court shall retain jurisdiction to hear and determine the Pending Cure Objections to the extent the Debtors (or Reorganized Debtors) and the non-debtor party are unable to consensually resolve such Pending Cure Objections. The Debtors (or Reorganized Debtors) may, in their discretion, resolve any Pending Cure Objection by mutual agreement with the non-debtor party and without further order of the Court. To the extent a Cure Dispute relates solely to the Cure Amount, the applicable Debtor may assume or assume and assign the applicable contract or lease prior to the resolution of the Cure Dispute provided, that, such Debtor (or Reorganized Debtor) reserves Cash in an amount sufficient to pay the full amount asserted as the required cure payment by the non-debtor party to such contract or lease (or such

smaller amount as may be fixed or estimated by the Bankruptcy Court). To the extent the Cure Dispute, including any Pending Cure Objections, is resolved or determined against the applicable Debtor or Reorganized Debtor, as applicable, such Debtor or Reorganized Debtor, as applicable, may reject the applicable executory contract or unexpired lease after such determination, and the counterparty may thereafter file a proof of claim in the manner set forth in the immediately preceding paragraph and Section 10.2 of the Plan.

25. All contracts, agreements and leases that were entered into by any of the Debtors or assumed by any of the Debtors after the Petition Date shall be deemed assigned by the applicable Debtors to the applicable Reorganized Debtors (including if the Alternative Restructuring Transactions occur to CORE Operations Inc. n/k/a NEG Operations Inc.) on the Effective Date.

26. The employment agreement, dated as of March 30, 2012 (as amended on September 9, 2014), between CORE Media and Peter Hurwitz (the "**Hurwitz Employment Agreement**"), as amended herein, shall be assumed by CORE Media and assigned to CORE Operations Inc. n/k/a NEG Operations Inc. or such other entity or entities as agreed by Mr. Hurwitz that may be formed to the extent the Alternative Restructuring Transactions are modified consistent with Section 7.17(e) of the Plan, subject to the following modifications: (i) bonuses or other incentive or performance related awards, entitlements or payments (including any Annual Bonus (as defined in the Hurwitz Employment Agreement)) with respect only to calendar year 2016 (or any portion thereof) shall only be paid upon the determination of the New Board (in its sole and absolute discretion) with the consent of each Significant Member (as defined in the New CORE Holdings LLC Agreement) (it being understood that nothing herein shall obligate New CORE Holdings LLC n/k/a NEG Parent LLC or any of its affiliates

(including any of the other Reorganized Debtors) to pay, grant or award any such bonus, award, entitlement or payment), and, except to the extent the New Board determines to pay any bonuses or other incentive or performance related awards, entitlements or payments with the consent of each Significant Member in accordance with the foregoing, neither Mr. Hurwitz nor any of his successors or permitted assigns shall make any claim or assert any right (whether under the Hurwitz Employment Agreement (including pursuant to Sections 3(b), 4(b)(ii), 4(c) or 4(d) thereof or the definition of "Good Reason" therein) or otherwise) to any bonus or other incentive or performance related award, entitlement or payment (including any Annual Bonus (as defined in the Hurwitz Employment Agreement)) with respect to calendar year 2016 (or any portion thereof) against any person or entity, including any Debtor or Reorganized Debtor, or any authorized representative thereof; provided, that the foregoing clause (i) shall not apply if any amounts that are due and payable to Mr. Hurwitz under the Post-Emergence Incentive Program are not paid in accordance with the terms thereof; (ii) notwithstanding anything in the Hurwitz Employment Agreement to the contrary, each of the provisions relating to the Purchased Shares or the Options (each as defined in the Hurwitz Employment Agreement), or any other right or interest in or to any equity interests of any Debtor or Reorganized Debtor, shall cease to have any effect from and after the Effective Date, and no person or entity, including any Debtor or Reorganized Debtor, or any authorized representative thereof, shall have any liability or obligation with respect thereto; (iii) in the event any Severance Amount is due and payable pursuant to Section 4(c)(i) of the Hurwitz Employment Agreement in connection with a termination occurring in 2017, the "Prior Year's Bonus" (as defined in the Hurwitz Employment Agreement) shall be based on the Annual Bonus paid to Mr. Hurwitz in the amount of $605,000 in respect of 2015 (instead of 2016); and (iv) all references to (a) "CORE Entertainment

Holdings, Inc." (other than in Section 3 and Annex A of the Hurwitz Employment Agreement, in each case as it relates to the defined term "Holdings") shall be deemed replaced with "NEG Parent LLC" and (b) "the Company" shall be deemed replaced with "NEG Operations Inc." or such other entity or entities as agreed by Mr. Hurwitz that may be formed to the extent the Alternative Restructuring Transactions are modified consistent with Section 7.17(e) of the Plan.

27. The employment agreement, dated as of January 8, 2015, between CORE Media and Scott Frosch (the "**Frosch Employment Agreement**"), as amended herein, shall be assumed by CORE Media and assigned to CORE Operations Inc. n/k/a NEG Operations Inc. or such other entity or entities as agreed by Mr. Frosch that may be formed to the extent the Alternative Restructuring Transactions are modified consistent with Section 7.17(e) of the Plan, subject to the following modifications: (i) bonuses or other incentive or performance related awards, entitlements or payments (including any Bonus (as defined in the Frosch Employment Agreement)) with respect only to calendar year 2016 (or any portion thereof) shall only be paid upon the determination of the New Board (in its sole and absolute discretion) with the consent of each Significant Member (as defined in the New CORE Holdings LLC Agreement) (it being understood that nothing herein shall obligate New CORE Holdings LLC n/k/a NEG Parent LLC or any of its affiliates (including any of the other Reorganized Debtors) to pay, grant or award any such bonus, award, entitlement or payment), and, except to the extent the New Board determines to pay any bonuses or other incentive or performance related awards, entitlements or payments with the consent of each Significant Member in accordance with the foregoing, neither Mr. Frosch nor any of his successors or permitted assigns shall make any claim or assert any right (whether under the Frosch Employment Agreement or otherwise) to any bonus or other incentive or performance related award, entitlement or payment (including any Bonus (as

defined in the Frosch Employment Agreement)) with respect to calendar year 2016 (or any portion thereof) against any person or entity, including any Debtor or Reorganized Debtor, or any authorized representative thereof; provided, that the foregoing clause (i) shall not apply if any amounts that are due and payable to Mr. Frosch under the Post-Emergence Incentive Program are not paid in accordance with the terms thereof; (ii) notwithstanding anything in the Frosch Employment Agreement to the contrary, each of the provisions relating to options to purchase common stock of Holdings (as defined in the Frosch Employment Agreement), or any other right or interest in or to any equity interests of any Debtor or Reorganized Debtor, shall cease to have any effect from and after the Effective Date, and no person or entity, including any Debtor or Reorganized Debtor, or any authorized representative thereof, shall have any liability or obligation with respect thereto; and (iii) all references to (a) "CORE Entertainment Holdings, Inc." (other than in the section titled "Equity Grant" as it relates to the defined term "Holdings") shall be deemed replaced with "NEG Parent LLC" and (b) "the Company" shall be deemed replaced with "NEG Operations Inc." or such other entity or entities as agreed by Mr. Frosch that may be formed to the extent the Alternative Restructuring Transactions are modified consistent with Section 7.17(e) of the Plan.

28. For the avoidance of doubt, (i) in no event will the transactions contemplated by the Plan (including the assumption (or assumption and assignment) of the Hurwitz Employment Agreement pursuant hereto) constitute "Good Reason" under the Hurwitz Employment Agreement; and (ii) nothing herein shall modify the rights and entitlements of Mr. Hurwitz or Mr. Frosch, or the obligations of Reorganized CORE (or its successors and assigns) or Reorganized CORE Media (or CORE Operations Inc. n/k/a NEG Operations Inc.) (or such other entity as agreed by Mr. Hurwitz and Mr. Frosch, as applicable, to whom the Hurwitz

Employment Agreement or the Frosch Employment Agreement, as applicable, may be assigned), under the Post-Emergence Incentive Program. Mr. Hurwitz and Mr. Frosh have each confirmed their respective agreement to the preceding.

C. Vesting and Transfer of Assets

29. On the Effective Date, except as otherwise provided herein or in the Plan or the Litigation Trust Agreement, all property of the Estates of the Debtors, wherever located, including the United Kingdom, including all claims, rights and Causes of Action and any property, wherever located, including the United Kingdom, acquired by the Debtors under or in connection with the Plan, shall vest in each respective Reorganized Debtor free and clear of all Claims, Liens, charges, other encumbrances and Interests. All Litigation Trust Assets transferred to the Litigation Trust shall vest in the Litigation Trust free and clear of all Claims, Liens, charges, other encumbrances and Interests.

D. Discharge

30. The discharge provisions set forth in Section 12.2 of the Plan are expressly incorporated into this Order as if set forth in full herein and are authorized and approved and shall be immediately effective on the Effective Date of the Plan without further order or action on the part of the Court or any other party. Upon the Effective Date and in consideration of the Plan Distributions, except as otherwise provided herein or in the Plan, each Person that is a holder (as well as any trustees and agents for or on behalf of such Person) of a Claim or Interest shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights, and liabilities that arose prior to the Effective Date. Except as otherwise provided herein, upon the Effective Date, all such holders of Claims and Interests shall be

forever precluded and enjoined, pursuant to sections 105, 524, 1141 of the Bankruptcy Code and Section 12.4 of the Plan, from prosecuting or asserting any such discharged Claim against or terminated Interest in any Debtor, any Reorganized Debtor or any property, wherever located, including the United Kingdom, of the Estates. For the avoidance of doubt, ancillary security enforcement, insolvency processes and/or other proceedings may be deployed in the United Kingdom and other relevant jurisdictions to implement the transactions set out in the Plan, including the Plan's discharge provisions, in order to ensure that the terms of the Plan are fully effective.

E. Approval of Injunction, Release and Exculpation Provisions

31. The injunction, release and exculpation provisions contained in the Plan, including those set forth in Article XII of the Plan, are expressly incorporated into this Order as if set forth in full herein and are authorized and approved and shall be immediately effective on the Effective Date of the Plan without further order or action on the part of the Court or any other party. Notwithstanding anything to the contrary herein or in the Plan, the releases set forth in Section 12.6(b) of the Plan that are granted on behalf of any such Released Party's predecessors, successors and assigns, subsidiaries, funds, portfolio companies, affiliates, respective professionals, and each of their respective officers, directors, employees, managers, attorneys, financial advisors or other professionals, shall be deemed to be authorized and approved only to the extent such Released Party is empowered to grant such releases on behalf of such applicable Person under applicable non-bankruptcy law.

32. For the avoidance of doubt, ancillary security enforcement, insolvency processes and/or other proceedings may be deployed in the United Kingdom and other relevant

jurisdictions to implement the transactions set out in the Plan, including the injunctions set forth in Section 12.5 of the Plan, in order to ensure that the terms of the Plan are fully effective.

33. Except as set forth in the Litigation Trust Agreement and subject to Sections 7.1 and 12.6 of the Plan, nothing contained in the Plan or this Order shall, as contemplated by Section 12.9 of the Plan, be deemed to be a waiver or relinquishment of any rights, claims or Causes of Action, rights of setoff, or other legal or equitable defenses that the Debtors had immediately prior to the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable non-bankruptcy law. Except as set forth in the Litigation Trust Agreement and subject to Sections 7.1 and 12.6 of the Plan, the Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff, or other legal or equitable defenses as fully as if the Reorganization Cases had not been commenced, and all of the Debtors' legal and/or equitable rights respecting any Claim left unimpaired, as set forth in Section 4.2 of the Plan, may be asserted after the Confirmation Date to the same extent as if the Reorganization Cases had not been commenced.

34. No Person may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against such Person. The Debtors or Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Person other than the Released Parties, in accordance with the Plan and subject to any applicable defenses of any such Persons. From and after the Effective Date, subject to Sections 7.1 and 12.6 of the Plan, the Debtors or Reorganized Debtors, as applicable, shall have the exclusive right, authority and discretion to

determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw or litigate to judgment any Cause of Action (other than Litigation Trust Assets unless otherwise specifically provided in the Litigation Trust Agreement) and to decline to do any of the foregoing without further notice to or action, order or approval of the Court. The Reorganized Debtors and, the Litigation Trustee with respect to the Litigation Trust and the Litigation Trust Assets, are deemed representatives of the Estates for the purpose of prosecuting any claim or Cause of Action and any objections to Claims. With respect to the Litigation Trust and the Litigation Trust Assets, the Litigation Trustee is duly appointed as a representative of the Debtors and/or the Reorganized Debtors pursuant to Sections 1123(a)(5), (a)(7) (b)(3)(B), and (b)(6) of the Bankruptcy Code. The Litigation Trustee, including any successor, is a court-appointed Litigation Trustee for purposes of the *Barton* doctrine, as that term is used in, *inter alia*, *In re VistaCare Group, LLC*, 678 F.3d 218 (3d Cir. 2012), *In re Lehal Realty Associates*, 101 F.3d 272 (2d Cir. 1996), *In re Bernard L. Madoff Inv. Securities LLC*, 440 B.R. 282 (Bankr. S.D.N.Y. 2010) and *In re Eerie World Entertainment, L.L.C.*, 2006 WL 1288578 (Bankr. S.D.N.Y. April 28, 2006).

F. Indemnification Obligations

35. Notwithstanding anything to the contrary contained herein or in the Plan (including Section 10.1 thereof), subject to the occurrence of the Effective Date, the obligations of the Debtors to indemnify, defend, reimburse, exculpate, advance fees and expenses to, or limit the liability of directors or officers who shall continue to be directors or officers of any of the Reorganized Debtors at any time after the Effective Date, against any Causes of Action, shall, as contemplated by Section 12.10 of the Plan, remain unaffected thereby after the Effective Date and are not discharged. On and after the Effective Date, none of the Reorganized Debtors shall

terminate or otherwise reduce the coverage under any directors' and officers' insurance policies in effect on the Petition Date, and all directors and officers of the Debtors at any time shall be entitled to the full benefits of any such policy for the full term of such policy, regardless of whether such directors and/or officers remain in such positions after the Effective Date; provided, that nothing in the Plan shall be deemed or construed to require the Reorganized Debtors to renew or extend such policies. Notwithstanding anything to the contrary contained herein or in the Plan, the election by a director or officer to have any of his or her claims against any of the Debtors treated as Class 6 Convenience Claims shall not, and the filing of a proof of claim by a director or officer shall not, deprive or otherwise preclude such director or officer of any rights to indemnity such director or officer would have but for making such election or filing a proof of claim under any of the Debtors' directors' and officers' insurance policies or as set forth in this paragraph; provided that, subject to the second sentence of Section 12.10 of the Plan, nothing in the Plan or this Order shall be deemed or construed to constitute the assumption or adoption by any Reorganized Debtor of any obligation to indemnify, defend, reimburse, exculpate or advance fees and expenses to directors or officers who shall not continue to be directors or officers of any of the Reorganized Debtors following the Effective Date.

G. Order Binding on All Parties

36. Pursuant to section 1141 of the Bankruptcy Code, effective as of the Confirmation Date, but subject to the occurrence of the Effective Date, and except as expressly provided in the Plan or this Order, the provisions of the Plan (including the exhibits to, and all documents and agreements executed pursuant to, the Plan) and this Order shall be binding upon, and inure to the benefit of the Debtors, all holders of Claims and Interests, and their respective successors and assigns.

H. Exemption from Securities Laws

37. The issuance of and the distribution under the Plan and associated documents and any and all agreements incorporated therein of the Plan Securities, including the Subscription Rights, the Rights Offering Units, the First Lien Lender Equity Distribution and the Second Lien Lender Warrants Distribution shall, as contemplated by Section 8.13 of the Plan, be exempt from registration under the Securities Act and any other applicable securities laws pursuant to section 1145 of the Bankruptcy Code, to the maximum extent permitted thereunder. Subject to any transfer restrictions contained in the New CORE Holdings LLC Agreement, the Plan Securities may be resold by the holders thereof without restriction, except to the extent that any such holder is deemed to be an "underwriter" as defined in section 1145(b)(1) of the Bankruptcy Code.

I. Exemption from Certain Transfer Taxes

38. To the fullest extent permitted by applicable law, all sale transactions consummated and asset transfers by the Debtors and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including any transfers effectuated under the Plan, the sale by the Debtors of any owned property pursuant to section 363(b) of the Bankruptcy Code, and any assumption, assignment, and/or sale by the Debtors of their interests in unexpired leases of non-residential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, shall constitute a "transfer under a plan" within the purview of section 1146 of the Bankruptcy Code, and shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

J. Administrative Bar Date

39. Except as otherwise provided in the DIP Order, the RSA Order, or Sections 3.2(a) and 7.16 of the Plan, requests for payment of Administrative Expense Claims other than Fee Claims must be filed with the Bankruptcy Court and served on the Debtors or Reorganized Debtors (as the case may be), the Claims Agent and the Office of the United States Trustee within thirty (30) days from the date of service of notice of the Effective Date. Such proof of Administrative Expense Claim must include at a minimum: (i) the name of the applicable Debtor that is purported to be liable for the Administrative Expense Claim and if the Administrative Expense Claim is asserted against more than one Debtor, the exact amount asserted to be owed by each such Debtor; (ii) the name of the holder of the Administrative Expense Claim; (iii) the asserted amount of the Administrative Expense Claim; (iv) the basis of the Administrative Expense Claim; and (v) supporting documentation for the Administrative Expense Claim. FAILURE TO FILE AND SERVE SUCH PROOF OF ADMINISTRATIVE EXPENSE CLAIM TIMELY AND PROPERLY SHALL RESULT IN SUCH CLAIM BEING FOREVER BARRED AND DISCHARGED. IF FOR ANY REASON ANY SUCH ADMINISTRATIVE CLAIM IS INCAPABLE OF BEING FOREVER BARRED AND DISALLOWED, THEN THE HOLDER OF SUCH CLAIM SHALL IN NO EVENT HAVE RECOURSE TO ANY PROPERTY TO BE DISTRIBUTED PURSUANT TO THE PLAN.

K. Fee Claims

40. Any Professional Person seeking allowance by the Bankruptcy Court of a Fee Claim shall file with the Bankruptcy Court and serve notice of same on the Reorganized Debtors and the Office of the United States Trustee its respective final application for allowance of compensation for services rendered and reimbursement of expenses incurred prior to the

Effective Date and in connection with the preparation and prosecution of such final fee applications no later than forty-five (45) calendar days after the Effective Date. Objections to such Fee Claims, if any, must be filed and served on the applicable Professional Person, the Reorganized Debtors and the Office of the United States Trustee by no later than sixty-five (65) calendar days after the Effective Date or such other date as established by the Bankruptcy Court. Notwithstanding anything in the *Order Pursuant to 11 U.S.C. §§ 105(a) and 331 Establishing Procedures for Monthly Compensation and Reimbursement of Expenses of Professionals* dated June 3, 2016 [Docket No. 121], all Professional Persons are authorized to file a single first and final fee application to this Court no later than forty-five (45) days after the Effective Date.

41. The Debtors or Reorganized Debtors, as applicable, shall, pursuant to Section 3.4 of the Plan, pay all outstanding U.S. Trustee Fees of a Debtor on an ongoing basis on the date such U.S. Trustee Fees become due, until such time as a final decree is entered closing the applicable Reorganization Case, the applicable Reorganization Case is converted or dismissed, or the Bankruptcy Court orders otherwise.

42. On the Effective Date or as soon as reasonably practicable thereafter, the Debtors or the Reorganized Debtors shall pay the First Lien Lender Fee Claims and Second Lien Lender Fee Claims incurred as of the Effective Date that are provided for under any DIP Order, the RSA Order or the Plan without (i) the need for the filing of any claim or request for allowance under Section 3.3 of the Plan or this Order or (ii) any further order of the Court. The First Lien Lender Fee Claims and Second Lien Lender Fee Claims paid before, on or after the Effective Date shall not be applied against or reduce any First Lien Lender Claim or Second Lien Claim.

L. Binding Effect of Prior Orders

43. Pursuant to section 1141 of the Bankruptcy Code, effective as of and subject to the occurrence of the Effective Date and subject to the terms of the Plan and this Order, all prior orders entered in the Reorganization Cases, all documents and agreements executed by the Debtors as authorized and directed thereunder and all motions or requests for relief by the Debtors pending before the Court as of the Effective Date that ultimately are granted shall be binding upon and shall inure to the benefit of the Debtors, the Reorganized Debtors and their respective successors and assigns.

M. Notice of Confirmation of the Plan

44. Pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c)(2), the Debtors or the Reorganized Debtors are directed to serve a notice of the entry of this Order, substantially in the form of Appendix II attached hereto (the "**Effective Date Notice**"), on all parties that they served with notice of the Confirmation Hearing and parties to executory contracts or unexpired leases no later than ten (10) days after the Effective Date; provided, however, that the Debtors or the Reorganized Debtors shall be obligated to serve the Effective Date Notice only on the record holders of Claims or Interests as of the Distribution Record Date. As soon as practicable after the entry of this Order, the Debtors shall make copies of this Order available on their reorganization website at http://www.kccllc.net/AOG.

N. Miscellaneous Provisions

45. Without the need for a further order or authorization of this Court, but subject to the express provisions of this Order, the Debtors shall be authorized and empowered as may be necessary to make non-material modifications to the documents filed with the Court, including (i) the various documents included in the Plan Supplement and (ii) the Plan to reflect

the Alternative Restructuring Transaction if it occurs, in their reasonable business judgment, but only in accordance with and subject to Section 14.5 of the Plan, and upon notice to any affected parties. For the avoidance of doubt, the evidentiary record for the Confirmation Hearing was closed on September 22, 2016, and the evidentiary record shall not be amended, modified or supplemented.

46. The Creditors' Committee shall be automatically dissolved on the Effective Date and, on the Effective Date, each member of the Creditors' Committee (including each officer, director, employee, agent, consultant or representative thereof) and each Professional Person retained by the Creditors' Committee shall be released and discharged from all rights, duties, responsibilities and obligations arising from, or related to, the Debtors, their membership on the Creditors' Committee, the Plan or the Reorganization Cases, except with respect to any matters concerning any Fee Claims held or asserted by any Professional Persons retained by the Creditors' Committee.

47. On the Effective Date, other than Professional Persons retained by the Debtors whose engagement letters were listed on the Cure Schedule, the engagement of each Professional Person retained by the Debtors and the Creditors' Committee shall be terminated without further order of the Bankruptcy Court or act of the parties; provided, however, such Professional Persons shall be entitled to prosecute their respective Fee Claims and represent their respective constituents with respect to applications for allowance and payment of such Fee Claims and the Reorganized Debtors shall be responsible for the reasonable and documented fees, costs and expenses associated with the prosecution of such Fee Claims. Nothing herein or in the Plan shall preclude any Reorganized Debtor from engaging a former Professional Person

on and after the Effective Date in the same capacity as such Professional Person was engaged prior to the Effective Date.

48. This Order (a) is a final order and the period in which an appeal must be filed shall commence upon the entry hereof, (b) shall be immediately effective and enforceable upon the entry hereof, and (c) for good cause shown, based on the record of the Confirmation Hearing, shall not be subject to any stay otherwise applicable under the Bankruptcy Rules, including Bankruptcy Rule 3020(e).

49. Any document related to the Plan that refers to a plan of reorganization of the Debtors other than the Plan confirmed by this Order shall be, and it is, deemed to be modified such that the reference to a plan of reorganization of the Debtors in such document shall mean the Plan confirmed by this Order, as appropriate.

50. The provisions of this Order, including the findings of fact and conclusions of law set forth herein, and the provisions of the Plan are integrated with each other, nonseverable, and mutually dependent unless expressly stated by further order of the Court. The provisions of the Plan, the Plan Supplement, and this Order shall be construed in a manner consistent with each other so as to effect the purpose of each; *provided, however*, that if there is any direct conflict between the terms of the Plan or the Plan Supplement and the terms of this Order that cannot be reconciled, then, solely to the extent of such conflict, (i) the provisions of this Order shall govern and any such provision of this Order shall be deemed a modification of the Plan and shall control and take precedence; and (ii) as to all other agreements, instruments, or documents, the provisions of the Plan shall govern and take precedence (unless otherwise expressly provided for in such agreement, instrument, or document).

51. Unless otherwise provided in the Plan or in this Order, all injunctions or stays in effect in the Reorganization Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of this Court and extant on the date of entry of this Order shall, as contemplated by Section 12.3 of the Plan, remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or this Order shall remain in full force and effect in accordance with their terms.

52. ~~On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127 of the Bankruptcy Code~~.**[SMB: 9/22/16]**

53. Except as otherwise may be provided in the Plan or herein, notice of all subsequent pleadings in the Reorganization Cases after the Effective Date shall be limited to the following parties: (i) the Reorganized Debtors and their counsel, (ii) the United States Trustee, (iii) counsel to the ad hoc group of lenders party to the Debtors' prepetition first lien secured credit agreement; (iv) counsel to Crestview Media Investors, L.P., as lender under the Debtors' prepetition first and second lien secured credit agreements; and (v) any party known to be directly affected by the relief sought.

54. If the Plan is revoked or withdrawn pursuant to Section 14.6 of the Plan prior to the Effective Date, the Plan shall be deemed null and void.

55. Notwithstanding the entry of this Order, this Court may properly, and from and after the Effective Date shall, to the fullest extent as is legally permissible, retain exclusive jurisdiction over the Reorganization Cases, and all matters arising under, arising out of, or related to, the Reorganization Cases and the Plan (i) as provided for in Article XIII of the Plan, (ii) as provided for in this Order, and (iii) for the purposes set forth in sections 1127 and 1142 of the Bankruptcy Code; <u>provided</u>, notwithstanding anything to the contrary in this Order

or the Plan in respect of the Court's retention of jurisdiction, the New Term Loan Facility Documents shall govern the enforcement thereof and any rights or remedies with respect thereto.

Dated: September 22nd, 2016
New York, New York

/s/ STUART M. BERNSTEIN
THE HONORABLE STUART M. BERNSTEIN
UNITED STATES BANKRUPTCY JUDGE

Issued at 5:22 p.m.

APPENDIX I

PLAN OF REORGANIZATION

APPENDIX II

EFFECTIVE DATE NOTICE

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	Chapter 11
AOG Entertainment, Inc., et al.,[1]	:	Case No. 16-11090 (SMB)
Debtors.	:	(Jointly Administered)

NOTICE OF: (I) ENTRY OF ORDER CONFIRMING SECOND AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR AOG ENTERTAINMENT, INC. AND ITS AFFILIATED DEBTORS; (II) OCCURRENCE OF EFFECTIVE DATE; AND (III) DEADLINE FOR FILING FEE CLAIMS AND ADMINISTRATIVE EXPENSE CLAIMS

PLEASE TAKE NOTICE THAT:

1. Confirmation of the Plan. On September [__], 2016, the United States Bankruptcy Court for the Southern District of New York entered an order [Docket No. [_]] (the "**Confirmation Order**") confirming the Second Amended Joint Chapter 11 Plan of Reorganization for AOG Entertainment, Inc. and Its Affiliated Debtors, dated August 4, 2016 [Docket No. 294] (as confirmed, the "**Plan**").[2] To obtain a copy of the Confirmation Order or the Plan, you may (a) visit the website of the Debtors' balloting agent, Kurtzman Carson Consultants LLC ("**KCC**") at http://www.kccllc.net/AOG, (b) contact KCC by calling (877) 709-4752, or (c) visit the Bankruptcy Court's website: www.nysb.uscourts.gov (a PACER password is required). In addition, copies of the Plan and Confirmation Order are on file with

[1] A list of the Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number in parentheses is as follows: 19 Entertainment Limited (8517); 19 Entertainment Worldwide LLC (1986); 19 Entertainment, Inc. (0323); 19 Management Limited (8501); 19 Merchandising Limited (8512); 19 Productions Limited (8490); 19 Publishing Inc. (0800); 19 Recording Services, Inc. (0641); 19 Recordings Limited (8507); 19 Recordings, Inc. (9492); 19 Touring Limited (8499); 19 Touring LLC (7157); 19 TV Limited (8511); 7th Floor Productions, LLC (9160); All Girl Productions (5760); Alta Loma Entertainment, LLC (3015); AOG Entertainment, Inc. (4420); Brilliant 19 Limited (N/A); Clown Car Productions, LLC (5459); CORE Entertainment Cayman Limited (4886); CORE Entertainment Offeror, LLC (2685); CORE Entertainment UK Limited (2685); CORE Entertainment Inc. (4420); CORE G.O.A.T. Holding Corp. (3459); CORE Group Productions Limited (8504); CORE Media Group Inc. (8168); CORE Media Group Productions Inc. (8505); CORE MG UK Holdings Limited (8518); CTA Productions, Inc. (5879); Dance Nation Productions Inc. (9622); Double Vision Film Limited (8492); EPE Holding Corporation (2295); Focus Enterprises, Inc. (4396); Fresh Start Productions, LLC (2204); Gilded Entertainment, LLC (4153); IICD LLC (N/A); J2K Productions, Inc. (2687); Magma Productions, LLC (4711); Masters of Dance Productions Inc. (3417); Native Management Limited (6634); Native Songs Limited (N/A); On the Road Productions (3468); Pioneer Production Services LLC (4822); Sonic Transformation, LLC (7828); Southside Productions Inc. (1908); Sunset View Productions, LLC (1692); SYTYCD DVD Productions Inc. (1976); This Land Productions, Inc. (9523). The Debtors' executive headquarters are located at 8560 West Sunset Boulevard, 8th Floor, West Hollywood, CA 90069.

[2] Capitalized terms used but not defined herein have the meanings given them in the Plan.

the Clerk of the Bankruptcy Court, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004.

2. Effective Date. On [_____], 2016, the "Effective Date" occurred with respect to the Plan.

3. Bar Date for Filing Administrative Expense Claims. Pursuant to Section 3.2 of the Plan, any Person asserting an Administrative Expense Claim other than the holder of (a) a Fee Claim, (b) a DIP Claim, (c) an Administrative Expense Claim that has been Allowed on or before the Effective Date, (d) an Administrative Expense Claim for an expense or liability incurred and payable in the ordinary course of business by a Debtor, (e) an Administrative Expense Claim on account of fees and expenses incurred on or after the Petition Date by ordinary course professionals retained by the Debtors pursuant to an order of the Bankruptcy Court, (f) an Administrative Expense Claim arising, in the ordinary course of business, out of the employment by one or more Debtors of an individual from and after the Petition Date, but only to the extent that such Administrative Expense Claim is solely for outstanding wages, commissions, accrued benefits, or reimbursement of business expenses; (g) an Intercompany Claim; or (h) U.S. Trustee Fees, must file with the Bankruptcy Court and serve on the Debtors or Reorganized Debtors (as the case may be), KCC and the Office of the United States Trustee, proof of such Administrative Expense Claim so as to be received by **5:00 p.m. (prevailing Eastern time) no later than thirty (30) days from the date of service of notice of the Effective Date**. Such proof of Administrative Expense Claim must include at a minimum: (i) the name of the applicable Debtor that is purported to be liable for the Administrative Expense Claim and, if the Administrative Expense Claim is asserted against more than one Debtor, the exact amount asserted to be owed by each such Debtor; (ii) the name of the holder of the Administrative Expense Claim; (iii) the amount of the Administrative Expense Claim; (iv) the basis of the Administrative Expense Claim; and (v) supporting documentation for the Administrative Expense Claim.

4. **FAILURE TO FILE AND SERVE SUCH PROOF OF ADMINISTRATIVE EXPENSE CLAIM TIMELY AND PROPERLY SHALL RESULT IN SUCH CLAIM BEING FOREVER BARRED AND DISCHARGED. IF FOR ANY REASON ANY SUCH ADMINISTRATIVE CLAIM IS INCAPABLE OF BEING FOREVER BARRED AND DISALLOWED, THEN THE HOLDER OF SUCH CLAIM SHALL IN NO EVENT HAVE RECOURSE TO ANY PROPERTY TO BE DISTRIBUTED PURSUANT TO THE PLAN.**

5. Bar Date for Filing Fee Claims. Pursuant to Section 3.3(a) of the Plan and paragraph 40 of the Confirmation Order, any Professional Person seeking allowance by the Bankruptcy Court of a Fee Claim shall file with the Bankruptcy Court and serve notice of same on the Reorganized Debtors and the Office of the United States Trustee its respective final application for allowance of compensation for services rendered and reimbursement of expenses incurred prior to the Effective Date no later than **forty-five (45) calendar days after the Effective Date**. **Objections to such Fee Claims, if any, must be filed and served on the applicable Professional Person, the Reorganized Debtors and the Office of the United States Trustee by no later than sixty-five (65) calendar days after the Effective Date.**

Dated: New York, New York
[_____], 2016

WILLKIE FARR & GALLAGHER LLP
Counsel for Reorganized Debtors
787 Seventh Avenue
New York, NY 10019

APPENDIX III

RESOLUTIONS OF FORMAL AND INFORMAL OBJECTIONS

Resolutions of Formal and Informal Objections

(1) Notwithstanding anything in this Confirmation Order or in the Plan to the contrary:

(a) Creative Artists Agency. Subject to occurrence of the Effective Date: (i) (a) the Engagement Letter, dated as of June 25, 2002 — CAA Representation Commission between Creative Artists Agency and 19 Entertainment Limited; (b) the Engagement Letter, dated as of April 26, 2002 — American Idol between Creative Artists Agency and 19 TV Limited; (c) the Agreement, dated as of December 15, 2010 — American Idol and So You Think You Can Dance Tours between Creative Artists Agency and CORE Media Group Inc.; and (d) the Amendment, dated as of March 7, 2013 to Tour Representation Agreement between Creative Artists Agency and CORE Media Group Inc. (collectively, (a) - (d) as amended, modified and/or supplemented, the "**CAA Agreements**") shall be deemed assumed and/or assumed and assigned in accordance with the Plan and this Order as of the Effective Date pursuant to section 365 of the Bankruptcy Code, and (ii) the Cure Amount set forth in the Cure Schedule [Docket No. 354] shall be the sole amount necessary to be paid by the applicable Debtors for any claims and obligations existing in connection with Season 1 through Season 12 of So You Think You Can Dance ("**SYTYCD**") under the CAA Agreements. With respect to any claims and obligations arising under the CAA Agreements in connection with Season 13 of SYTYCD, or any future Season of SYTYCD, such amounts will be paid in the ordinary course of business pursuant to the terms of the applicable CAA Agreement.

(b) Sharp. On and as of the Effective Date, each of (x) the Securities Purchase Agreement by and among CORE Media, CORE Entertainment Holdings Inc., Sharp Entertainment, LLC, Matthew Sharp, Martha Maher Sharp and Robert Larson, dated as of July

17, 2012 (the "**SPA**"), and (y) the Bonus Agreement by and among Core Media, CORE Entertainment Holdings Inc., Sharp Entertainment, LLC and Robert Larson, dated as of July 17, 2012 (the "**Bonus Agreement**"), shall be rejected by Core Media pursuant to this Order and Article X of the Plan. Rejection of the SPA and the Bonus Agreement constitutes a material breach by Core Media of its obligations under each of the SPA and the Bonus Agreement. Rejection of the SPA and the Bonus Agreement, however, does not result in a determination at this time of: (i) the respective rights of any of CORE Media (and its assignee CORE Operations Inc. n/k/a NEG Operations Inc.), Sharp Entertainment, LLC, Matthew Sharp or Robert Larson regarding whether and to what extent any given terms (including any restrictive covenants) of the SPA or the Bonus Agreement remain enforceable after the Effective Date; (ii) whether the SPA or the Bonus Agreement is terminated, as among or between any of the parties as a result of the applicable agreement being rejected by Core Media under the Plan; and (iii) the proper forum in which any further disputes among the parties regarding the SPA or the Bonus Agreement should be litigated. In addition, the definition of Released Parties (Section 1.127 of the Plan) is amended to specifically exclude Matthew Sharp and Robert Larson as "Released Parties".

(c) TriNet. Subject to occurrence of the Effective Date: (a) the TriNet Services Requisition Form and subsequent Addendums and related documents between TriNet Group Inc. (together with its subsidiaries, including TriNet HR Corporation "**TriNet**") and CORE Media (collectively, the "**TriNet Agreements**") shall be assumed or assumed and assigned in accordance with the Plan and this Order (including, for the avoidance of doubt, a possible assumption and assignment to CORE Operations Inc. n/k/a NEG Operations Inc.) as of the Effective Date pursuant to section 365 of the Bankruptcy Code, and (b) the Cure Amount of $0 shall be the sole amount necessary to be paid by the applicable Debtor for any claims and

obligations existing as of September 16, 2016 under the TriNet Agreements. With respect to any claims and obligations arising after September 16, 2016, such amounts will be paid by the applicable Debtor and/or otherwise resolved between the applicable parties in the ordinary course of business pursuant to the terms of the applicable TriNet Agreement.

(d) Adam Lambert and Kellie Pickler. Subject to occurrence of the Effective Date: (i) (a) the Exclusive Recording Agreement, dated as of February 10, 2009 between Adam Lambert and 19 Recordings Limited; (b) the Exclusive Recording Agreement, dated as of February 20, 2006 between Kellie Pickler and 19 Recordings Limited; and (c) the Christmas Master Agreement — Kellie Pickler — Rockin' Around the Christmas Tree between Kellie Pickler and 19 Recordings Limited (collectively, (a) - (c) as amended, modified and/or supplemented, the "**Recording Agreements**") shall be deemed assumed by 19 Recordings Limited as of the Effective Date pursuant to section 365 of the Bankruptcy Code, and (ii) the Cure Amount set forth in the Cure Schedule [Docket No. 354] shall be the sole amount necessary to be paid by 19 Recordings Limited for any claims and obligations existing as of December 31, 2015 under the Recording Agreements. With respect to any claims and obligations arising after December 31, 2015, such amounts will be paid by 19 Recordings Limited and/or otherwise resolved between the applicable parties in the ordinary course of business pursuant to the terms of the applicable Recording Agreement. For the avoidance of doubt, the Cure Amount owed by 19 Recordings Limited to Adam Lambert shall be offset against unrecouped amounts under Mr. Lambert's Recording Agreement in accordance with its terms.

(e) Lythgoe. Subject to the occurrence of the Effective Date: (i) (a) that Performer Agreement, dated as of January 8, 2015 and revised as of January 22, 2015, between Dance Nation Productions Inc. and Baby George Productions, Inc. fso Nigel Lythgoe; and (b)

that Agreement, entered into on September 1, 2016, which amends and restates all prior agreements between 19 Entertainment Limited and/or 19 Management Limited and Nigel Lythgoe and/or Marvelous Productions Inc. (collectively, (a) - (b) as amended, modified and/or supplemented, the "**Lythgoe Agreements**") shall be deemed assumed by the applicable Debtor as of the Effective Date pursuant to section 365 of the Bankruptcy Code, and (ii) the Cure Amounts set forth in the Cure Schedule [Docket No. 354] shall be the sole amount necessary to be paid by the applicable Debtor for any claims and obligations existing as of December 31, 2015 under the Lythgoe Agreements. With respect to any claims and obligations arising after December 31, 2015 under the Lythgoe Agreements, such amounts will be paid by the Debtors and/or otherwise resolved between the applicable parties in the ordinary course of business pursuant to the terms of the applicable Lythgoe Agreement.

(f) Underwood. Subject to the occurrence of the Effective Date: (a) all agreements between Carrie Underwood and the Debtors, including, for the avoidance of doubt, that certain amendment concluded between the Debtors and Carrie Underwood on September 2, 2016 (together with any further documentation or memorialization thereof, the "September 2 Amendment" and collectively, as amended, novated, modified and/or supplemented, the "Underwood Agreements") shall be deemed assumed by the applicable Debtor as of the Effective Date pursuant to section 365 of the Bankruptcy Code, and (b) the Cure Amount set forth in the Assumption and Cure Schedule [Docket No. 354] shall be the sole amount necessary to be paid by the Debtors for any amounts due as of the Effective Date. For the avoidance of doubt and notwithstanding anything in the foregoing sentence, the Plan or this Confirmation Order to the contrary, all claims and rights of Carrie Underwood and obligations of the Debtors set forth in the September 2 Amendment regarding or relating to (i) the current action titled *19*

Recordings Limited v. Sony Music Entertainment, No. 14-cv-1056 (RA)(GWG) and any related audits for the accounting periods through June 30, 2013; (ii) the Recent Gelfand Claim and any Escalation Error correction (as respectively contemplated and defined in the September 2 Amendment); and (iii) any audit rights and rights to secure unpaid royalties for the accounting period commencing July 1, 2013 and thereafter (excluding the Recent Gelfand Claim and any Escalation Error correction), will, in each case, be satisfied and/or otherwise resolved by the applicable Debtors pursuant to the terms of the applicable Underwood Agreement(s).

(2) FremantleMedia Limited and FremantleMedia North America, Inc.

Notwithstanding the Notice of Filing of First Supplemental Proposed Schedule of Assumed Contracts and Leases and Related Cure Amounts in Connection with Second Amended Joint Chapter 11 Plan of Reorganization for AOG Entertainment, Inc. and its Affiliated Debtors [Docket No. 362] or anything in Sections 10.1, 10.2 or 10.3 of the Plan or any other provision of this Order, assumption, assumption and assignment or rejection of: (i) the Agreement, dated July 6, 2001, between Pearson Television Operations BV, as predecessor-in-interest to FremantleMedia Limited, and 19 TV Limited, (ii) the Settlement Agreement, dated November 28, 2005, between FremantleMedia Limited and 19 TV Limited, and (iii) the Confidential Settlement Agreement and Mutual General Release, dated September 24, 2013, between CORE Media Group, Inc., 19 TV Limited, 19 Entertainment Limited, 19 Recordings Limited, on the one hand, and FremantleMedia Limited and FremantleMedia North America, Inc., on the other hand, shall be governed by and subject to the Stipulation and Order Reserving Rights and Establishing Standstill Period Regarding Debtors' Assumption, Assumption and Assignment or Rejection of Contracts with FremantleMedia Limited and FremantleMedia North America, Inc, dated September 16, 2016.

(3) Phillip Phillips. Notwithstanding anything in this Order or in the Plan to the contrary, neither the Plan nor this Order shall (i) constitute the assumption (or assumption and assignment) by the Debtors of any contract with Phillip Phillips, (ii) constitute a determination of the rights of any Debtor or Phillip Phillips with respect to such contract under applicable non-bankruptcy law, including whether any such contract is valid or enforceable or whether any Debtor or Phillip Phillips has any outstanding liability under such contract under applicable non-bankruptcy law, or (iii) enjoin Phillip Phillips from seeking (or limit, release, or discharge Phillip Phillips' rights to seek) a determination by a court or other tribunal of competent jurisdiction regarding the rights of any Debtor or Phillip Phillips with respect to such contract under applicable non-bankruptcy law, including whether any such contract is valid or enforceable or whether any Debtor or Phillip Phillips has any outstanding liability under such contract under applicable non-bankruptcy law (provided, however, that following the determination by a court or other tribunal of competent jurisdiction that is final and no longer subject to appeal (such determination, a "**Final Determination**") regarding whether any such contract is valid or enforceable, or whether any Debtor or Phillip Phillips has any outstanding liability under such contract under applicable non-bankruptcy law, (a) the Debtors may assume any such contract (if any) that is found to be valid and enforceable by (x) providing written notice to Phillip Phillips of the Debtors' intent to assume any such contract within ten (10) business days of any such Final Determination, and (y) satisfying any cure obligations under section 365(b) of the Bankruptcy Code as may be determined to exist in any such Final Determination, and (b) thereafter, any such assumed contract (if any) shall be subject to the terms of the Plan and this Order).

(4) Sony. Notwithstanding anything in the Plan or this Order to the contrary: (a) none of Sony Music Entertainment's ("**Sony**" and together with any and all of Sony's subsidiaries and divisions, to the extent such subsidiary or division is (i) a signatory to any contract that forms the basis of any claims asserted in the District Court Action (as defined below) or (ii) a successor-in-interest to any such signatory, including, without limitation, The RCA Music Group, RCA Records, RCA/Jive, Zomba Recording LLC, and Sony Music Nashville, "**SME**") assent to, vote in favor of, or lack of objection to the Plan, or failure to file an objection to the assumption of any SME contract that is proposed to be assumed pursuant to the Plan will function to, or be deemed to, relinquish, waive, release, extinguish, discharge, affect or otherwise impair (i) any of the Debtors' or SME's claims or defenses in the action titled *19 Recordings Limited v. Sony Music Entertainment*, No. 14-cv-1056 (RA)(GWG), pending in the United States District Court for the Southern District of New York (the "**District Court Action**"), or (ii) SME's right to object for any reason other than the ability of the Debtors to provide "adequate assurance of future performance" (including, without limitation, to the proposed Cure Amount and to whether the contracts are executory) to the assumption or rejection of any of the SME contracts that form the basis of SME's claims in the District Court Action; (b) nothing contained in the Plan or this Order will function to, or be deemed to, relinquish, waive, release, extinguish, discharge, affect or otherwise impair any rights of setoff or recoupment, if any, that either the Debtors or SME may have against the other with respect to any claims asserted in the District Court Action; and (c) neither the Plan nor this Order shall constitute the assumption or rejection by the Debtors of any contract with SME that forms the basis of SME's claims in the District Court Action (provided, however, that following the determination by a court of competent jurisdiction that is final and no longer subject to appeal

(such determination, a "**Final Determination**") regarding whether any Debtor or SME has any outstanding liability under those contracts that form the basis of the parties' claims in the District Court Action: (i) the Debtors may provide notice of their intention to assume or reject any such contract by (x) providing written notice within ten (10) business days of any such Final Determination to SME of the Debtors' intent to assume or reject any such contract, and (y) if electing to assume any such contract, satisfying any cure obligations as may be determined to exist in any such Final Determination pursuant to section 365(b) of the Bankruptcy Code in accordance with Section 10.3(a) of the Plan; (ii) SME shall file any objection to the assumption or rejection of any such contract for any reason other than the ability of the Debtors to provide "adequate assurance of future performance" (including, without limitation, to whether the contracts are executory) within ten (10) business days of receipt of any notice from the Debtors in accordance with the foregoing clause; and (iii) thereafter, any such assumed or rejected contract shall be subject to the terms of the Plan and this Order).

(5) U.S. Trustee. Section 7.6(b) of the Plan is amended and restated as follows:

On or after the Effective Date, the New Board may adopt a Management Incentive Plan to provide for up to 12.5% of the outstanding New Class A LLC Units of New CORE Holdings, on a fully diluted basis, in the form of initial options exercisable at a $1.51 strike price and future options to be issued at fair market value, to be reserved for issuance to management of the Reorganized Debtors as determined by the New Board. The other terms of the Management Incentive Plan shall be determined by the New Board; provided, that, such options shall include customary strike price adjustments for unit splits, reverse splits, combinations, recapitalizations and distributions. The Management Incentive Plan Securities

shall dilute the New Class A LLC Units (including any New Class A LLC Units issued upon the exercise of any New Second Lien Warrants) and the New Series P Convertible Preferred Units to be issued pursuant to this Plan.

(6) Citibank. The Pledge Agreement, dated February 10, 2012 between Citibank N.A. ("**Citi**") and CORE Media (the "**Pledge Agreement**") is terminated. In full and final satisfaction of any amounts or obligations arising under the Pledge Agreement, Citi shall have an Allowed Class 2 Other Secured Claim in the amount of $10,000, which shall be paid in accordance with the terms of the Plan, which amount Citi is authorized on the Effective Date to set-off against the funds held in the account subject to the Pledge Agreement and apply to its Allowed Class 2 Other Secured Claim, provided, that on the Confirmation Date, the Debtors shall be allowed to remove all funds except for the $10,000 from such account.

(7) Fuller. In full and complete settlement and resolution of any and all Claims, including Secured Claims, General Unsecured Claims, Administrative Expense Claims, and Priority Claims (if any) and Claims of any other type, including any Claims resulting from rejection of the Consultancy Deed dated January 13, 2010 between 19 Entertainment Limited and Simon Robert Fuller, Mr. Fuller shall receive an Allowed Class 5 Claim in the amount of $6 million. The Plan is amended, with Mr. Fuller's consent, as follows: (a) the definition of "Released Parties" (Section 1.127 of the Plan) is amended to specifically include Mr. Fuller as a "Released Party", and (b) the definition of "Excluded Parties" (Section 1.62 of the Plan) is amended to specifically exclude Mr. Fuller as an "Excluded Party". Based on statements by Mr. Fuller's representatives on the record of the Confirmation Hearing, (i) the Fuller Objection is deemed withdrawn, with prejudice and (ii) Mr. Fuller waives any right to appeal the Court's *Memorandum Decision Denying Simon Robert Fuller's Motion to Extend the Challenge*

Deadline and Ex Parte Application for Authority to Conduct a Rule 2004 Examination [Docket No. 396] and any related order. Nothing herein shall be construed as granting Mr. Fuller the right to any entertainment industry "title" (e.g., created by, executive producer, etc.) regarding any of the Reorganized Debtors' television properties or any other rights or responsibilities in respect of any Reorganized Debtor.